

DATED

27 January

2012

- (1) WEST SOMERSET DISTRICT COUNCIL**
- (2) SOMERSET COUNTY COUNCIL**
- (3) SEDGEMOOR DISTRICT COUNCIL**
- (4) EDF DEVELOPMENT COMPANY LIMITED**
- (5) EDF ENERGY NUCLEAR GENERATION LIMITED**
- (6) ELIZABETH PERIAM ACLAND HOOD GASS (of the Fairfield Estate)**
- (7) NNB GENERATION COMPANY LIMITED**

DEED OF PLANNING OBLIGATIONS
pursuant to section 106 of
the Town and Country Planning Act 1990
relating to
Site Preparation Works at Hinkley Point C

Herbert Smith LLP
Exchange House
Primrose Street
London EC2A 2HS

Ref: 2461/7572/12759/30913561

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THIS DEED made on

27 January

2012

BETWEEN:

- (1) **WEST SOMERSET DISTRICT COUNCIL** of West Somerset House, Killick Way, Williton, Somerset, TA4 4QA ("**West Somerset Council**");
- (2) **SOMERSET COUNTY COUNCIL** of County Hall, Taunton, Somerset TA1 4DY (the "**County Council**");
- (3) **SEDGEMOOR DISTRICT COUNCIL** of Bridgwater House, King Square, Bridgwater TA6 3AR ("**Sedgemoor Council**");
- (4) **EDF DEVELOPMENT COMPANY LIMITED** whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN (Company Number 6222043) ("**EDF Energy**");
- (5) **EDF ENERGY NUCLEAR GENERATION LIMITED** whose registered office is at Barnett Way, Barnwood, Gloucester, GL4 3RS (Company Number 03076445) ("**NGL**");
- (6) **ELIZABETH PERIAM ACLAND HOOD GASS (of the Fairfield Estate)** of Fairfield, Stogursey, Near Bridgwater, Somerset, TA25 1PU (the "**Fairfield Estate**"); and
- (7) **NNB GENERATION COMPANY LIMITED** whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN (Company Number 06937084) ("**NNB GenCo**")

WHEREAS:

- (A) West Somerset Council is the local planning authority for the area in which the Site is situated.
- (B) The County Council is the highway authority and the education authority for the area in which the Site is situated.
- (C) Sedgemoor Council is the local authority for the adjacent area to the Site to which a number of the obligations in this Deed relate.
- (D) EDF Energy is the freehold owner of those parts of the Site registered at the Land Registry under title numbers ST263509, ST265369, ST49306, ST278905 and ST271747 and the leasehold owner of those parts of the Site registered at the Land Registry under title numbers ST266165, ST266156 and ST287432.
- (E) NGL is the freehold owner of those parts of the Site registered at the Land Registry under title number ST127567.
- (F) The Fairfield Estate is the freehold owner of those parts of the Site registered at the Land Registry under title numbers ST271485 and ST288713.
- (G) NNB GenCo has a lease dated 8 September 2011 of those parts of the Site owned freehold by EDF Energy and three separate underleases dated 8 September 2011 of those parts of the Site owned leasehold by EDF Energy. On or around the date of this Deed, NNB GenCo is due to be granted a lease of those parts of the Site owned freehold by NGL.

- (H) NNB GenCo submitted the Application to West Somerset Council on 26 November 2010 and the Application was registered as valid by West Somerset Council on 26 November 2010.
- (I) On 28 July 2011 West Somerset Council by its Planning Committee resolved to grant planning permission for the Development subject to the completion of a deed of planning obligations.
- (J) The Development will facilitate the carrying out of the other elements of the Project (if permitted).
- (K) The parties to this Deed have accordingly agreed to enter into this Deed in order to secure the planning obligations contained in this Deed and to give effect to the terms of the resolution of West Somerset Council's Planning Committee.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Deed the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**1990 Act**" means the Town and Country Planning Act 1990;

"**Application**" means the application for planning permission to carry out the Development at the Site submitted to West Somerset Council on 26 November 2010 and given reference number 3/32/10/037;

"**Barns**" means the existing structures on the Site shown edged red on Plan 2 annexed to this Deed, proposed to be demolished as part of the Development;

"**Bridgwater**" means the area defined as "Bridgwater" as shown edged in black on Plan 4 annexed to this Deed;

"**Cannington**" means the Parish of Cannington as shown on Plan 5 annexed to this Deed;

"**Commencement**" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act comprised in the Development (or a Phase as the case may be) and the words "**Commence**" and "**Commenced**" and cognate expressions shall be construed accordingly;

"**Construction Period**" means the period between the Commencement of Phase 0 and the completion of Phase 2;

"**Consumer Prices Index**" means the consumer prices index excluding indirect taxes (CPIY) published by the Office for National Statistics or any official publication substituted for it;

"**Councils**" means West Somerset Council, the County Council and Sedgemoor Council or (as the context may require) any one or more of them;

"**Development**" means development pursuant to the Planning Permission involving the following activities: site clearance (including fencing, vegetation removal, demolition of

existing structures, and creation of alternative footpaths); earthworks (including soil stripping and storage, site levelling, spoil screening/storage for re-use on site); provision of earth retaining structures; deep excavations; provision and relocation of drainage infrastructure (including culverts, outfalls, balancing ponds); the provision and operation of plant and machinery (including concrete batching); site establishment works (including construction compounds and associated (including layover) facilities, car parks, haulage roads, site access points and roundabouts, and laying, replacement and/or diversion of apparatus); and other associated works and in the event that the Project (other than the Development) is not consented all structures would be removed and the site reinstated and which includes the Reinstatement Works;

"Development Consent Application" means the application for a Development Consent Order authorising the Project to be submitted by NNB GenCo to the Infrastructure Planning Commission or any successor body to its functions under the Planning Act 2008;

"Development Consent Obligation" means a development consent obligation (as defined in section 106(14) of the 1990 Act) and relating to the Project;

"Development Consent Order" means any development consent order granted under the Planning Act 2008 in respect of the Project;

"Dispute" means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Deed or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);

"Environmental Statement" means the environmental statement submitted by NNB GenCo with the Application;

"Expert" means an independent person appointed in accordance with the provisions of clause 12 to determine a Dispute between the parties to this Deed;

"Group Company" means in relation to any company, its holding company, or its subsidiary or its holding company's subsidiary, as those expressions are defined in section 1159 of the Companies Act 2006 and **"Group Companies"** shall be construed accordingly;

"Implementation" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act comprised in the Development (or a Phase as the case may be) and excluding any material operation which is a Preparatory Operation and the words **"Implement"** and **"Implemented"** and cognate expressions shall be construed accordingly;

"Index" means:

- (a) the Tender Price Index in respect of the Community Impact Contribution, the Annual Community Impact Contribution, the Stogursey Contribution, the Leisure Contributions, the PROW Contribution and the Washford Cross Roundabout Works Contribution;
- (b) the Retail Prices Index in respect of the Housing Contribution, the Community Safety Contribution, the Ecology Contribution, the Economic Development Contribution, the Education Fund, the Health Contribution, the Archaeological and Heritage Contribution, the Landscape and Visual Contributions, the Skills and

Training Contribution, the Service Level Agreement Contribution, the Tourism Contribution and the Transport Steering Group Contribution; and

- (c) the Consumer Prices Index in respect of all other Contributions and sums of money referred to in this Deed,

or in each case in default of publication thereof, such substitute index as the parties may agree in accordance with clause 14;

"Index Linked" means the application of the Index to the relevant sum or Contribution in accordance with clause 14;

"Interest Rate" means 3% above the Bank of England base rate applicable at the Payment Date;

"Phase" means a phase of the Development (namely **"Phase 0"**, **"Phase 1"**, **"Phase 2"**, **"Phase 3"** and **"Phase 4"**) as determined pursuant to condition G4 of the Planning Permission;

"Payment Date" means the date when a Contribution or other sum of money due to be paid, provided or made available pursuant to this Deed is actually paid, provided or made available by NNB GenCo;

"Planning Permission" means planning permission for the Development to be granted by West Somerset Council pursuant to the Application substantially in the form of the draft annexed to this Deed as Annex 1;

"Preparatory Operation" means an operation or item of work of or connected with or ancillary to the following items: archaeological investigation and ancillary works, exploratory boreholes and trial pits, surveys of existing structures and other works and site establishment including demolition of the Barns and erection of site fencing as shown on Plan 3 annexed to this Deed, all such works to be within Phase 0;

"Project" means the proposed construction and operation of Hinkley Point C nuclear power station at the Site, together with associated and ancillary development and which shall include the Development;

"Project Information Centre" means an information centre located at King's Square in Bridgwater (or such other location as may be agreed by NNB GenCo and the Councils) which shall be a contact point for the community of and visitors to West Somerset and Sedgemoor who have queries or complaints about the Development or the other elements of the Project (if permitted), and an information point for potential and existing members of the Workforce, providing details of training employment, accommodation options and local services and shall:

- (a) be open to the public between the hours of 0930 and 1730 on Working Days and during such weekend hours as may be agreed by NNB GenCo after a review of demand for weekend opening;
- (b) provide information about the Development, the Development Consent Application and the other elements of the Project (if permitted); and
- (c) be staffed by a representative of NNB GenCo to deal with visitors;

"Reasonable Endeavours" means that the obligor shall take all steps that are reasonably required to achieve the stated outcome, and not merely some of them, but shall not be obliged to take any step beyond that which any reasonable and commercially prudent company or reasonable local authority (as the case may be) would take to achieve the stated outcome, or which involves beginning or becoming involved in legal proceedings;

"Reinstatement Works" means the works to reinstate the Site which, subject to paragraph 5 of Schedule 17, are required to be carried out pursuant to conditions R1 to R6 of the Planning Permission;

"Retail Prices Index" means the all items retail prices excluding mortgage interest payments (RPIX) published by the Office for National Statistics or any official publication substituted for it;

"Site" means the land at Hinkley Point, Somerset, shown for the purposes of identification only edged in red on Plan 1 annexed to this Deed;

"Tender Price Index" means the all-in tender price index (All-in TPI) published by the Royal Institution of Chartered Surveyors' Building Cost Information Service or any equivalent publication substituted for it;

"Workforce" means the workers to be employed in carrying out the Development and the other elements of the Project (if permitted); and

"Working Day" means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business.

1.2 In this Deed, unless stated otherwise:

1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;

1.2.2 words importing persons include firms, companies, corporations, and vice versa;

1.2.3 references to West Somerset Council shall include the successors to West Somerset Council's statutory functions as local planning authority;

1.2.4 references to the County Council shall include the successors to the County Council's statutory and other functions as local education authority, local highway authority and local authority;

1.2.5 references to Sedgemoor Council shall include the successors to Sedgemoor Council's statutory and other functions as local planning authority, local housing authority, port authority and local economic development authority;

1.2.6 references to EDF Energy, NGL, the Fairfield Estate and NNB GenCo shall include references to the successors in title to their respective interests in the Site and persons deriving title therefrom (except where the contrary is expressly provided) and permitted assigns;

1.2.7 references to clauses, paragraphs and Schedules are unless otherwise stated references to the relevant clauses and paragraphs of and schedules to this Deed;

- 1.2.8 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;
- 1.2.9 references in this Deed to statutes, by-laws, regulations, orders and delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.10 if any 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, impaired or called into question;
- 1.2.11 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;
- 1.2.12 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;
- 1.2.13 references to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties;
- 1.2.14 references to "notice" shall mean notice in writing;
- 1.2.15 references to "including" shall mean including without limitation;
- 1.2.16 where in this Deed reference is made to mitigating any potential adverse effects or impacts that might arise from elements of the Project other than the Development:
- (A) such reference is without prejudice to whether or not any further mitigation might be required in relation to those elements of the Project (if permitted); and
 - (B) subject to the provisions of Schedule 1 in relation to the Board and any other provisions of this Deed that are expressed to the contrary, mitigation against effects or impacts of the Development shall take priority over mitigation against effects or impacts of other elements of the Project (if permitted) so that it is generally only when mitigation has been applied to fully mitigating the effects or impacts of the Development that it shall be applied to the effects or impacts of other elements of the Project (if permitted) **PROVIDED THAT** this shall not prevent the application of mitigation where it is reasonably required in relation to other elements of the Project (if permitted);
- 1.2.17 where in this Deed, reference is made to "unless otherwise agreed by" or "unless otherwise approved by" (as the case may be) any of the Councils such agreement or approval shall not be given (except for minor or immaterial changes) unless it has been demonstrated to the satisfaction of the relevant Councils that the subject-matter of the agreement or approval sought is unlikely to give rise to any materially new or materially different environmental effects in comparison with those assessed in granting the Planning Permission **PROVIDED THAT** there shall be no unlawful fettering of discretion of any of the Councils;

1.2.18 terms and expressions defined in the Schedules shall have the meaning specified wherever those terms and expressions are used in this Deed; and

1.2.19 the Interpretation Act 1978 shall apply to this Deed.

2. LEGAL EFFECT

2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 2 of the Local Government Act 2000, section 111 of the Local Government Act 1972 and all other powers so enabling.

2.2 The covenants contained in the schedules are planning obligations (to the extent that they are capable of being so) for the purposes of section 106 of the 1990 Act and are enforceable:

2.2.1 by West Somerset Council as local planning authority;

2.2.2 by Sedgemoor Council as adjacent local authority and as a party to this Deed; and

2.2.3 by the County Council as local highway authority, local education authority and as a party to this Deed.

3. CONDITIONALITY

3.1 Subject to clauses 3.2 and 3.3, the parties agree that none of the terms or provisions in this Deed shall have operative effect unless and until:

3.1.1 the Planning Permission has been duly granted; and

3.1.2 the Development has been Commenced,

with the exception of this clause 3, clauses 1, 2, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and clause 4 insofar as it relates to obligations in the Schedules that must be complied with prior to Commencement of the Development, all of which shall have operative effect upon the grant of the Planning Permission.

3.2 Where the Planning Permission becomes the subject of any judicial review proceedings or statutory challenge 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 Development has been Commenced;

3.2.2 if following the final determination of such proceedings the Planning Permission is quashed and, in the event that the court orders the Application to be remitted to the Local Planning Authority, the Application is subsequently refused, this Deed will cease to have any further effect save in relation to Schedule 17 (Site Reinstatement) and any money paid to the Councils pursuant to the Schedules and not spent or committed by the Councils (or such other person as the money has been paid to under this Deed) shall be repaid in full within 56 days of the final determination of such proceedings; and

3.2.3 if following the final determination of such proceedings the Planning Permission 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 statutory challenge 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;

3.3.2 statutory challenge proceedings are finally determined:

- (A) 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
- (B) when any appeal is finally determined.

4. PLANNING OBLIGATIONS

4.1 NNB GenCo covenants with the Councils to perform:

4.1.1 the planning obligations contained in the Schedules; and

4.1.2 any other (non-planning) obligations contained in the Schedules pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling,

in each case so far as they relate to NNB GenCo's land interests in the Site from time to time.

4.2 West Somerset Council, Sedgemoor Council and the County Council each covenants with EDF Energy, NGL, the Fairfield Estate, NNB GenCo to perform the obligations on their respective parts contained in the Schedules.

5. CONSENT OF LANDOWNERS

5.1 Subject to clause 5.2, the Fairfield Estate agrees to its interest in the Site being bound by the planning obligations contained in the Schedules.

5.2 The parties agree that the planning obligations contained in this Deed will not be enforceable against the Fairfield Estate or against any successors in title to or permitted assigns or any person claiming through or under the Fairfield Estate's interest in the Site (save for NNB GenCo) unless that person itself undertakes any part of the Development not consisting of the Reinstatement Works.

5.3 Subject to clause 5.4, EDF Energy and NGL agree to their respective interests in the Site being bound by the planning obligations on the part of NNB GenCo contained in the Schedules.

5.4 The parties agree that the planning obligations contained in this Deed will not be

enforceable against EDF Energy or NGL or against any successors in title to or permitted assigns or any person claiming through or under their respective interests in the Site (save for NNB GenCo) unless that person itself undertakes any element of the Development not consisting of Reinstatement Works.

6. NOT USED

7. WARRANTY AS TO TITLE INFORMATION

- 7.1 NNB GenCo warrants that so far as it is aware there is no matter contained within the title documents for the Site as at the date of this Deed that has not been disclosed to West Somerset Council or its solicitors prior to the date of this Deed which would restrict West Somerset Council's ability to carry out the Reinstatement Works in accordance with the provisions of Schedule 17.

8. RELEASE

- 8.1 Subject to the terms of this Deed (including in relation to Schedule 17), EDF Energy, NGL, NNB GenCo and the Fairfield Estate and their respective successors in title and those deriving title from them shall, upon disposing of the whole or any part of their respective interests in the Site, be released from all obligations in this Deed in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

9. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS

- 9.1 Subject to clause 9.2, nothing in this Deed shall be construed as prohibiting or limiting the rights of EDF Energy, NGL, NNB GenCo or the Fairfield Estate to use or develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, planning permission, harbour empowerment order, transport and works act order, development consent order or other statutory authority other than the Planning Permission granted either before or after the date of this Deed.

- 9.2 Subject to paragraph 5 of Schedule 17, in the event that a planning permission, harbour empowerment order, transport and works act order, development consent order or other statutory authority other than the Planning Permission is granted which authorises the Development or development substantially similar to the Development (including as part of a wider or larger scheme or project), then unless otherwise agreed in writing by the Councils the provisions of this Deed shall apply as if such Development or development thereby authorised were authorised by the Planning Permission.

10. EXPIRY

If the Planning Permission expires or is revoked prior to Commencement of the Development then this Deed shall forthwith determine and cease to have effect and West Somerset Council will forthwith cancel all entries made in the register of local land charges in respect of this Deed.

11. CERTIFICATES OF COMPLIANCE

- 11.1 West Somerset Council will upon request by NNB GenCo certify compliance or partial compliance (as and if appropriate and subject to payment of West Somerset Council's

reasonable legal and professional fees) with the provisions of this Deed and if so requested by any such party will (as and if appropriate and subject to payment of West Somerset Council's reasonable legal and professional fees) execute a deed of release or partial release from the relevant provisions of this Deed and promptly register the same in the register of local land charges maintained by West Somerset Council.

- 11.2 Where West Somerset Council is obliged to execute a deed of release or partial release pursuant to clause 11.1, the other parties to this Deed shall enter into such deed to the extent necessary to effect such release or partial release.

12. RESOLUTION OF DISPUTES

- 12.1 In the event of any Dispute arising between the parties then, save as provided in clause 12.8, the parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least one representative from each party.
- 12.2 If the parties are unable to resolve the Dispute amicably pursuant to clause 12.1, one party may by serving notice on all the other parties (the "Notice") refer the Dispute to an Expert for determination.
- 12.3 The Notice must specify:
- 12.3.1 the nature, basis and brief description of the Dispute;
 - 12.3.2 the clause or paragraph of this Deed pursuant to which the Dispute has arisen; and
 - 12.3.3 the proposed Expert.
- 12.4 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 Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England instead.
- 12.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 12.6 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days from the date of his appointment to act.
- 12.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.
- 12.8 In respect of any Dispute in relation to the Reinstatement Works, any party may elect not to refer such Dispute to an Expert for determination and shall be entitled to refer any such

Dispute to the courts of England instead.

13. NOTICES

13.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time.

13.2 Any such notice must be delivered by hand or by pre-paid Special Delivery post and shall conclusively be deemed to have been received:

13.2.1 if delivered by hand, on the next Working Day after the day of delivery; and

13.2.2 if sent by Special Delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.

13.3 The address for service of any such notice, consent or approval as aforesaid shall:

13.3.1 in the case of service upon West Somerset Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of the Planning Manager;

13.3.2 in the case of service upon the County Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Alyn Jones, Group Manager - Energy;

13.3.3 in the case of service upon Sedgemoor Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Claire Pearce, Project Director;

13.3.4 in the case of service upon EDF Energy be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of the Company Secretary;

13.3.5 in the case of service upon NGL be to Hinkley Point B Power Station, Bridgwater, Somerset, TA5 1YA or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of the Station Director with a copy to Andrew MacMillan, Solicitor, EDF Energy, GSO Business Park, East Kilbride, G74 5PG;

13.3.6 in the case of service upon the Fairfield Estate be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Caroline Waller, Clarke Willmott, Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1 2PG quoting the reference CP011/0939/52471.8; and

13.3.7 in the case of service upon NNB GenCo be at its address given above or such other address for service as shall have been previously notified in writing to the other

parties and any such notice shall be marked for the attention of the Company Secretary.

14. INDEXATION

- 14.1 Save as provided in clause 14.2, where any obligation in this Deed is expressed to require NNB GenCo to pay, provide or make available any sum of money (whether by way of a Contribution or otherwise), the amount to be paid, provided or made available shall be adjusted by reference to changes in the relevant Index in accordance with the following formula **PROVIDED THAT** if the Amount Payable (as defined below) is less than the Sum (as defined below), then the Sum will be payable, provided or made available not the Amount Payable:

$$\text{Amount Payable} = \text{Sum} \times (\text{Index at Payment Date} / \text{Index at today's date})$$

where:

"Amount Payable" is the amount of money required to be paid, provided or made available;

"Sum" is the amount of Contribution, payment or bond stated in this Deed;

"Index at Payment Date" is the relevant Index last published before the Payment Date; and

"Index at today's date" is the relevant Index last published prior to the date of this Deed.

- 14.2 The parties agree that the sum of **£63,000,000** referred to in paragraph 2 of Schedule 17 and any other sum which NNB GenCo is required to make available under a Bond or Escrow pursuant to paragraph 2 of Schedule 17 shall not be Index Linked in accordance with this clause 14 **PROVIDED THAT** the provisions of paragraph 2.5 of Schedule 17 shall instead apply to such sums.

15. INTEREST

Where any obligation in this Deed is expressed to require NNB GenCo to pay, provide or make available any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the due date to the date on which the sum of money is actually paid, provided or made available.

16. NOTICE OF PHASES, PAYMENTS AND DISPOSITIONS

- 16.1 NNB GenCo shall notify West Somerset Council and each of the other parties to this Deed:
- 16.1.1 prior to the Commencement of each of Phases 0, 1, 2 and 4 of the anticipated date of Commencement and Implementation of each of those Phases (which obligation shall apply again if Commencement of a Phase does not occur on the notified date);
 - 16.1.2 within 7 days of the actual dates of Commencement and Implementation of each of Phases 0, 1, 2 and 4; and
 - 16.1.3 within 2 weeks of completion of each of Phases 0, 1, 2 and 4.
- 16.2 NNB GenCo shall give written notice to West Somerset Council within 24 hours of NNB GenCo paying, providing or making available to any third party a sum of money required by this Deed.

16.3 EDF Energy, NGL and NNB GenCo shall give written notice to West Somerset Council within 28 days after any disposition of the whole or any part of their respective interests in the Site.

17. VAT

If this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by the Councils or by any third party to NNB GenCo then NNB GenCo shall pay to the relevant Council or third party an amount equal to the VAT chargeable in addition to and at the same time as any payment or the provision of any other consideration for such supply upon provision of a valid VAT invoice addressed to NNB GenCo.

18. APPROVALS

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 expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

19. COUNCILS' POWERS

Nothing in this Deed shall fetter the statutory rights, powers or duties of the Councils.

20. GOOD FAITH

The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

21. RIGHTS OF THIRD PARTIES

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

22. JURISDICTION

22.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

22.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

23. 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.

24. DATE OF DELIVERY

This Deed is delivered on the date of this Deed.

SCHEDULE 1 – GENERAL

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Board" means the board constituted in accordance with, and having the functions ascribed to it by this Schedule 1; and

"Contributions" means the financial contributions to be made by NNB GenCo pursuant to the Schedules, a summary of which is set out in Annex 2 to this Deed.

2. THE BOARD

- 2.1 NNB GenCo and the Councils agree to:

2.1.1 make provision for the membership and proceedings of the Board; and

2.1.2 make such other provision as they consider appropriate for the proper and efficient functioning of the Board.

- 2.2 The membership of and other provisions for the functioning of the Board may be amended from time to time with the agreement of NNB GenCo and the Councils and any such amendments shall be recorded in writing.

3. THE CONTRIBUTIONS

- 3.1 West Somerset Council shall establish an account or accounts where the Contributions shall be held and shall notify the account details to the County Council, Sedgemoor Council and NNB GenCo.

- 3.2 West Somerset Council shall place the Contributions in such account or accounts and shall thereafter not apply money from the account other than in accordance with the provisions of this Deed and:

3.2.1 in the case of the Community Impact Contribution, the Annual Community Impact Contribution and the Housing Contribution, in accordance with the provisions of this Schedule 1; and

3.2.2 in the case of the Economic Development Contribution, in accordance with the provisions of this Schedule 1 and Schedule 6 (and in the event of any conflict the provisions of Schedule 6 shall prevail).

- 3.3 Interest accruing to the account or accounts in which the Contributions are held shall be retained in that account or accounts and shall only be applied in accordance with the provisions of this Deed and, in the case of the Community Impact Contribution, the Annual Community Impact Contribution, the Housing Contribution and the Economic Development Contribution, in accordance with the provisions of this Schedule 1 for the same purposes as for the Contributions to which the interest relates.

- 3.4 Subject to compliance with relevant laws and its own constitution and internal financial rules, West Somerset Council shall provide the County Council, Sedgemoor Council and

NNB GenCo with copies of all account statements and other correspondence received in relation to the account established pursuant to this paragraph 3.

4. PRINCIPLES FOR THE OPERATION OF THE BOARD

- 4.1 The Councils and NNB GenCo agree that the following principles shall govern the operation of the Board in relation to the Community Impact Contribution, the Annual Community Impact Contribution, the Housing Contribution and, unless otherwise stated to the contrary, the Economic Development Contribution:

General

- 4.1.1 The Community Impact Contribution, the Annual Community Impact Contribution, the Housing Contribution and the Economic Development Contribution shall only be used for the purposes for which they were paid as set out in this Deed and the decision-making procedure within and between the Councils and by the Board shall accord with this.
- 4.1.2 All Contributions distributed via the Board mechanism must have an appropriate audit trail.
- 4.1.3 In relation to the relevant Community Impact Contribution, the Annual Community Impact Contribution, the Housing Contribution and the Economic Development Contribution, a Board will be set up which agrees that such contributions shall be recognised as recorded within its income streams. The Board will assess and make recommendations following such assessment to West Somerset Council's Cabinet to allocate and distribute the relevant Community Impact Contribution, the Annual Community Impact Contribution, the Housing Contribution and the Economic Development Contribution to the appropriate recipients in accordance with the principles in this Schedule 1 (and in the case of the Economic Development Contribution, also in accordance with the principles in Schedule 6). Those Contributions will then be managed by way of existing decision making procedures within each recipient and their use will not be fettered by the Board.
- 4.1.4 West Somerset Council will make provision for participation by Sedgemoor Council as the adjacent local authority and the County Council through attendance from their respective portfolio holders at any relevant West Somerset Council Cabinet meetings.
- 4.1.5 It will be important to monitor the impact of the Development and the potential effects and impacts of other elements of the Project (if permitted) as well as managing the implementation and effectiveness of interventions and measures utilising Contributions secured and to ensure that they are spent in accordance with this Deed.
- 4.1.6 The Board shall comprise:
- (A) two representatives to be nominated by West Somerset Council (one of whom shall act as chair);
 - (B) two representatives to be nominated by Sedgemoor Council;

- (C) two representatives to be nominated by the County Council; and
 - (D) two representatives to be nominated by NNB GenCo,
- or such alternates as may be nominated by those representatives from time to time.
- 4.1.7 The Board shall be entitled to invite parish councils and other interested parties to Board meetings or other meetings as observers or non-voting participants to inform the decision-making process, as appropriate.
- 4.1.8 The aims of the Board include working together to:
- (A) minimise the environmental, economic and social impact, whilst, as appropriate, maximising the environmental, economic and social benefits, of the Development and the other elements of the Project (if permitted) primarily within the administrative boundaries of West Somerset and Sedgemoor but also, where the Board considers appropriate in accordance with the criteria set out below, impacts across a wider area within Somerset County area;
 - (B) direct funding towards community impact and mitigation measures in accordance with the principles in this Schedule 1 and in so doing, to seek to ensure that all funds are used to achieve the most appropriate mitigation to effects arising from the Development and the other elements of the Project (if permitted) and to operate with openness, transparency, equity and effectiveness; and
 - (C) attract additional funding from other private and public sector sources where possible.

Principles applying to the administration of the Community Impact Contribution, the Annual Community Impact Contribution and the Housing Contribution (but not the Economic Development Contribution)

The following principles shall apply to the administration of the Community Impact Contribution, the Annual Community Impact Contribution and the Housing Contribution:

- 4.1.9 The Board shall recognise that the degree of actual or potential impact varies across the geography of the administrative areas of West Somerset Council and Sedgemoor Council and the wider County of Somerset area and that the application of funds from the Community Impact Contribution and the Annual Community Impact Contribution should reflect this.
- 4.1.10 In relation to the Housing Contribution, the Board shall recognise the degree of actual or potential impact on the immediate local housing market across the geography of the administrative areas of West Somerset Council and Sedgemoor Council only and that the application of funds from the Housing Contribution will reflect this.
- 4.1.11 In order to address this, resources will be prioritised for use in areas of greatest impact with mitigation measures best suited to the geography and degree of actual or potential impact.
- 4.1.12 Priority will be given to those schemes, measures and projects that:

- (A) have been identified as priorities to the communities within Parish or Community Plans as applicable;
- (B) are aligned to approved policies or plans of the West Somerset Council, Sedgemoor Council and the County Council as applicable;
- (C) can demonstrate the greatest potential to achieve mitigation of impacts, taking into account value for money;
- (D) can demonstrate the greatest potential to address need arising from the Development and other elements of the Project (if permitted), taking into account value for money;
- (E) can demonstrate overall value for money in terms of cost and effectiveness;
- (F) can demonstrate a contribution to developing and maintaining sustainable communities throughout the areas of impact; and
- (G) complement other measures committed in this Deed or practised by the parties.

4.1.13 The Board shall work to put in place mechanisms to allow for review and reprioritisation to reflect changes in circumstances and actual as opposed to predicted/modelled impacts. Mechanisms will include trigger points for release of funds. The details of the approach to the distribution of funds strategy shall be agreed and amended from time to time by the Board in order to respond to monitoring and evidence of impacts and need.

Principles applying just to the Community Impact Contribution and the Annual Community Impact Contribution

The following principles shall apply just to the Community Impact Contribution and the Annual Community Impact Contribution:

4.1.14 Bids for funding from the Board from the Community Impact Mitigation Contribution will be submitted on a model application form for consideration and to allow for consideration by the Board *inter alia* against the criteria outlined below (project meaning the relevant mitigation project or measure):

- (A) Priority impact zones – priority shall be given to those areas that are anticipated in the Environmental Statement to experience or which actually experience the greatest adverse impact from the Development and/or other elements of the Project (if permitted) in accordance with the following hierarchy of priority:
 - (1) settlements/areas directly adjacent to the site preparation site development;
 - (2) settlements/areas directly adjacent to the main transport routes to and from the site preparation site in the administrative areas of West Somerset Council and Sedgemoor Council and the wider County of Somerset area;

- (3) settlements/areas within West Somerset and/or Sedgemoor District which are directly affected by adverse impacts from the Development and/or the other elements of the Project (if permitted);
 - (4) settlements/areas within Somerset County but outside West Somerset or Sedgemoor District which can demonstrably show they experience the next greatest degree of adverse impacts after the above settlements/areas within West Somerset or Sedgemoor, with priority given to projects which have a benefit to West Somerset and/or Sedgemoor District as well as such other areas; and
 - (5) other settlements/areas within any Somerset County authority which can demonstrate indirect adverse impacts and/or can demonstrate that a measure in such other settlement/area will benefit an area within West Somerset and/or Sedgemoor District which is affected (directly or indirectly) by the Development and/or the other elements of the Project (if permitted);
- (B) Quality of life – the Board shall recognise that the principal purpose of the contribution shall be to enhance the quality of life of communities affected by or potentially affected by the Development and/or the other elements of the Project (if permitted);
 - (C) Sustainability – to what extent has the applicant demonstrated that the project will contribute to the wider goal of achieving sustainable communities, contributing to regeneration objectives and achieving higher standards of environmental sustainability;
 - (D) Extent of benefit – to what extent has the applicant demonstrated that the project will ensure a positive benefit and/or legacy to an adequate proportion of people within that community;
 - (E) Community need – to what extent has the applicant demonstrated a need for the project;
 - (F) Community support – to what extent is there demonstrable local community and/or business support for the project;
 - (G) Partner support – where relevant, to what extent is there demonstrable local partner support for the project;
 - (H) Governance – can the applicant demonstrate good governance arrangements are in place, including financial and project management to ensure deliverability; and
 - (I) Value for money – can the applicant demonstrate value for money and that reasonable efforts have been made to maximise the impact of any investment? Has match funding been secured where appropriate.

4.1.15 Bids will not be required to meet all criteria but all criteria will be taken into account and the provisions and limitations of this Deed in relation to the

Community Impact Contribution and the Annual Community Impact Contribution shall apply.

Principles applying just to the Housing Contribution

The following principles shall apply just to the Housing Contribution:

- 4.1.16 Bids for funding from the Board from the Housing Contribution will be submitted on a model application form for consideration and to allow for consideration by the Board *inter alia* against the criteria outlined below (project meaning the relevant mitigation project or measure):
- (A) Priority impact zones – priority shall be given in accordance with paragraph 4.1.10;
 - (B) Extent of benefit – the Board shall recognise that the principal purpose of the contribution is to mitigate potential adverse effects on the availability of accommodation to local residents, particularly those on lower incomes;
 - (C) Sustainability – to what extent has the applicant demonstrated that the project will contribute to the wider goal of achieving sustainable communities, contributing to regeneration objectives and achieving higher standards of environmental sustainability;
 - (D) Community support – to what extent is there demonstrable local community and/or business support for the project;
 - (E) Partner support – where relevant, to what extent is there demonstrable local partner support for the project;
 - (F) Alignment to relevant housing strategies – to what extent does the proposal align with developing or approved housing strategies for the appropriate administrative area/s;
 - (G) Governance – can the applicant demonstrate good governance arrangements are in place, including financial and project management to ensure deliverability; and
 - (H) Value for money – can the applicant demonstrate value for money and that reasonable efforts have been made to maximise the impact of any investment? Has match funding been secured where appropriate.
- 4.1.17 Bids will not be required to meet all criteria but all criteria will be taken into account and the provisions and limitations of this Deed in relation to the Housing Contribution shall apply.
- 4.1.18 The Housing Contribution shall be managed in accordance with Schedule 2 and the Board shall determine the extent to which a proportion of such contribution shall be subject to bidding from other parties in accordance with the above provisions.

Principles applying just to the Economic Development Contribution

The following principles shall apply just to the Economic Development Contribution:

- 4.1.19 The Board shall work with West Somerset Council and Sedgemoor Council to review the allocation of the contributions defined in Schedule 6 and shall operate under the principles set out in paragraph 4.1.8.
- 4.1.20 For these purposes, the Board shall determine the frequency of any necessary meetings of the Board and the extent to which it wishes to invite other parties such as representatives of local business to such meetings.
- 4.1.21 All decision making shall be consistent with the terms of Schedule 6 and the Board shall recognise that the principal purpose of the contribution is to maximise the economic benefit of the Development and/or the Project (if permitted) to the districts of West Somerset and Sedgemoor.

5. DECISION-MAKING

- 5.1 Decisions by the Board shall be made by a majority of votes of the members at a Board meeting convened for that purpose and in the event of an equal number of votes, the Chair shall have the casting vote.
- 5.2 No meeting of the Board shall be quorate unless at least one member from each of the nominating organisations are in attendance and each of the organisations shall use Reasonable Endeavours to ensure at least one such member attends each scheduled meeting.
- 5.3 Decisions and/or recommendations will be made by the Board as governed by the authority ascribed to the Board, with referral to West Somerset Council's Cabinet for final approval as required by such authority.

6. COMMUNICATIONS

- 6.1 The Major Projects Press Officer for both West Somerset Council and Sedgemoor Council (or such other central point as may be agreed by the Board) will agree and coordinate external communications with NNB GenCo's communications team **PROVIDED THAT** once launch communications activity and material have been agreed, NNB GenCo shall have the right to include information in its future communications without the need for approval by the other parties to this Deed.
- 6.2 The parties agree that where particular mitigation works, projects or benefits are funded from any of the Contributions secured under this Deed:
 - 6.2.1 NNB GenCo shall have the right to be acknowledged as having funded such works, projects or benefits;
 - 6.2.2 EDF Energy branding and/or corporate images or logos shall be included (at the discretion of NNB GenCo) in literature or publicity material relating to such works, projects or benefits;
 - 6.2.3 signage (at the discretion of NNB GenCo) bearing EDF Energy branding and/or corporate images or logos shall be erected or affixed to buildings and other facilities funded out of the Contributions; and
 - 6.2.4 NNB GenCo shall have the right to be involved in publicity activities relating to such works, projects or benefits in consultation with the Councils.

SCHEDULE 2 – ACCOMMODATION AND HOUSING

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Accommodation Office" means the accommodation office to be contained within the Project Information Centre or such alternative office at a convenient location elsewhere in Bridgwater approved by Sedgemoor Council which may replace it in future and which shall:

- (a) provide a service to local people and businesses who wish to offer accommodation to the Workforce;
- (b) provide details of accommodation available in the local area to the Workforce;
- (c) provide information about public services, schools and transport to help inform the accommodation choices of the Workforce;
- (d) monitor the uptake of accommodation in the local area by the Workforce;
- (e) provide information about local leisure facilities and attractions to help promote the local area to the Workforce; and
- (f) liaise with contractors undertaking the Development and with local residents and businesses to identify and try to resolve any significant problems arising from the accommodation choices made by the Workforce;

"Housing Contribution" means the sum of £4,000,000 to be paid to West Somerset Council, such sum to be held in accordance with this Deed and used in accordance with this Schedule 2 for the purpose of providing financial support for initiatives designed to deliver additional housing capacity in order to mitigate any potential adverse effects on the local private rented and low cost housing market that might arise from the Development and/or other elements of the Project (if permitted) in West Somerset and Sedgemoor District areas; and

"Housing Initiative Implementation Officer" means a person or persons employed by the Councils to implement any initiatives to be funded by payments from the Housing Contribution.

2. ACCOMMODATION OFFICE

2.1 NNB GenCo shall operate the Accommodation Office throughout the Construction Period and Phases 3 and 4.

2.2 NNB GenCo shall provide a report to the Councils every three months from Implementation of the Development and during the Construction Period and Phases 3 and 4 in relation to the accommodation in the local area taken up by members of the Workforce (including specific information and analysis in relation to the administrative areas of West Somerset Council and Sedgemoor Council).

3. HOUSING CONTRIBUTION

3.1 NNB GenCo shall not Implement Phase 2 unless the Housing Contribution has been paid to West Somerset Council.

3.2 Subject to paragraphs 3.3, 3.4, 3.5 and 3.6, the Housing Contribution may be applied by West Somerset Council and/or Sedgemoor Council towards any or all of the following initiatives:

- 3.2.1 accreditation of landlords;
- 3.2.2 stimulating new supply in the private rented sector through financial assistance for minor improvements;
- 3.2.3 bringing empty homes back into beneficial use through financial assistance to owners;
- 3.2.4 supporting a rent deposit or guarantee scheme through the provision of rent deposits for households moving into the private rented sector;
- 3.2.5 facilitating household moves from the social rented sector into intermediate or market accommodation through equity loans to residents in the social rented sector;
- 3.2.6 facilitating household moves from the private rented sector into intermediate or owner occupied market accommodation through equity loans to residents in the owner occupied or private rented sectors;
- 3.2.7 tackling the incidence of under occupation in existing affordable housing stock through payments to existing tenants to compensate them for releasing property and moving to more suitable accommodation;
- 3.2.8 equity investment into new build housing development schemes to assist developers in bringing forward stalled development opportunities;
- 3.2.9 leveraging in funding from the Homes and Communities Agency;
- 3.2.10 providing funding to act as grant replacement for new build housing development schemes to subsidise the provision of affordable housing developed by registered social landlords;
- 3.2.11 any other initiative that would deliver additional housing capacity that might be necessary;
- 3.2.12 the employment by the Councils of Housing Initiative Implementation Officers; and
- 3.2.13 funding other housing mitigation measures, such as emergency housing services.

3.3 When considering how to apply the Housing Contribution, West Somerset Council shall take into account the recommendations of the Board and the extent to which the relevant initiative:

- 3.3.1 gives priority to localities within the administrative areas of West Somerset Council and Sedgemoor Council where the impacts of the Development are most likely to be felt;
- 3.3.2 would maximise the cost effectiveness of the Housing Contribution;
- 3.3.3 addresses both direct and indirect accommodation demands;
- 3.3.4 would be responsive to changes in the housing market; and
- 3.3.5 offers the potential for recycling the Housing Contribution so that it can be reinvested in other housing initiatives, as far as reasonably practicable and **PROVIDED THAT** any recycled monies are not considered as unspent parts of the Housing Contribution.

3.4 No payments in excess of **£2,000,000** shall be made from the Housing Contribution for the purpose of initiatives not falling within the scope of paragraphs 3.2.2 to 3.2.7 inclusive.

3.5 No payments in excess of **£240,000** shall be made from the Housing Contribution for the purpose described in paragraph 3.2.12.

3.6 The maximum amount of any payments made from the Housing Contribution that may be applied towards administration, expenses or other related costs shall be 5% of the relevant payment in addition to any payments for the purpose described in paragraph 3.2.12.

4. **MAXIMUM LIABILITY OF NNB GENCO**

4.1 The maximum liability of NNB GenCo to pay money to the Councils pursuant to this Schedule 2 is **£4,000,000**, being the amount of the Housing Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 3 – COMMUNITY IMPACT MITIGATION

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Annual Community Impact Contribution" means the sum of £3,200,000 to be paid in accordance with paragraph 3.1

"Community Impact Contribution" means the sum of £3,500,000 to be paid in accordance with paragraph 2.1; and

"Stogursey Contribution" means the sum of £500,000 to be paid in accordance with paragraph 4.1.

2. COMMUNITY IMPACT CONTRIBUTION

- 2.1 NNB GenCo shall not Implement Phase 2 unless the Community Impact Contribution has been paid to West Somerset Council for the purpose of mitigating the intangible and residual impacts of the Development and/or other elements of the Project (if permitted) on the local communities affected by them through projects the objectives of which are to promote or improve the economic, social or environmental well-being of those local communities.

- 2.2 West Somerset Council shall ensure that not less than £2,000,000 from the Community Impact Contribution is applied solely for projects for promoting or improving the quality of life and/or economic, social or environmental well-being of the local communities in West Somerset Council's administrative area.

- 2.3 West Somerset Council shall ensure that not less than £1,000,000 from the Community Impact Contribution is applied solely for projects for promoting or improving the quality of life and/or economic, social or environmental well-being of the local communities in Sedgemoor Council's administrative area and particularly in Bridgwater.

- 2.4 West Somerset Council shall ensure that not less than £500,000 from the Community Impact Contribution is applied solely for projects for promoting or improving the quality of life and/or economic, social or environmental well-being of the local communities in Sedgemoor Council's administrative area and particularly in Cannington.

- 2.5 West Somerset Council shall take into account the recommendations of the Board when deciding how to apply the Community Impact Contribution.

3. ANNUAL COMMUNITY IMPACT CONTRIBUTION

- 3.1 NNB GenCo shall pay the Annual Community Impact Contribution to West Somerset Council in the following instalments:

3.1.1 the sum of £1,600,000 prior to the first anniversary of the Implementation of Phase 2; and

3.1.2 the sum of £1,600,000 prior to the second anniversary of the Implementation of Phase 2,

for the purpose of mitigating the intangible and residual impacts of the Development and/or other elements of the Project (if permitted) on the local communities affected by them through projects the objectives of which are to promote or improve the economic, social or environmental well-being of those local communities

3.2 The parties agree that West Somerset Council may apply up to **£80,000** from the Annual Community Impact Contribution for the purpose of contributing towards the costs of the Parish Liaison and Community Safety Officer and Joint Community Safety Project Officers to be employed by West Somerset Council, Sedgemoor Council and/or the County Council as referred to in Schedule 4.

3.3 West Somerset Council shall take into account the recommendations of the Board when deciding how to apply the Annual Community Impact Contribution.

4. STOGURSEY CONTRIBUTION

4.1 NNB GenCo shall not Implement Phase 2 unless the Stogursey Contribution has been paid to West Somerset Council for the purpose of community impact mitigation measures in the parish of Stogursey, and West Somerset Council shall make such amount available to Stogursey Parish Council to draw down on reasonable notice for such purpose in accordance with paragraph 4.2

4.2 Community impact mitigation measures put forward by Stogursey Parish Council or community impact measures within Stogursey which have the written support of Stogursey Parish Council (who shall have considered and voted upon such measures at an open public meeting) shall be considered by West Somerset Council's Cabinet without reference to the Board.

4.3 Notwithstanding paragraphs 4.1 and 4.2, it is agreed that nothing shall prevent Stogursey Parish Council and residents of the parish of Stogursey from submitting bids to the Board for funding from the Community Impact Contribution and the Annual Community Impact Contribution (and such bids shall be considered by the Board in accordance with the criteria and procedures set out in Schedule 1).

5. REVIEW

West Somerset Council, the County Council, Sedgemoor Council and NNB GenCo shall review the application of the Community Impact Contribution, the Annual Community Impact Contribution and the Stogursey Contribution prior to the determination of the Development Consent Application and any agreed modifications shall be documented in the Development Consent Obligations.

6. MAXIMUM LIABILITY OF NNB GENCO

The maximum liability of NNB GenCo pursuant to this Schedule 3 is **£7,200,000**, being the aggregate amount of the Community Impact Contribution, the Annual Community Impact Contribution and the Stogursey Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 4 – COMMUNITY SAFETY

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**CCTV Feasibility Study**" means the CCTV (closed circuit television) feasibility study to be commissioned or undertaken by Sedgemoor in order to determine the potential impacts on current CCTV arrangements that might arise from the Development and/or other elements of the Project (if permitted);

"**CCU Officer**" means the officer with responsibility for the civil contingencies unit within West Somerset Council, Sedgemoor Council or the County Council whose outline scope of duties is at Annex 3 to this Deed;

"**Community Safety Beat Team**" means a team comprising a full-time Sergeant and a full-time Police Community Support Officer who will provide policing services focused around the Development, other elements of the Project (if permitted) and their impacts on the local community;

"**Community Safety Contingency**" means the sum of £307,576 to be used for the purposes specified in paragraph 3.2;

"**Community Safety Contribution**" means the sum of £1,511,567 in total for the purposes of mitigating the community safety impacts of the Development and/or other elements of the Project (if permitted) on the provision of resources of the Councils, and the police, fire and ambulance services;

"**Costs Schedule**" means the schedule of costs attached as Annex 4 to this Deed;

"**DSFRS Community Safety Officer**" means the community safety officer employed by the Devon and Somerset Fire and Rescue Services to raise awareness within the local community for fire and road safety and delivering initiatives associated with the Development and the other elements of the Project (if permitted) whose outline scope of duties is at Annex 3 to this Deed;

"**Group Manager**" means the group manager engaged to develop contingency plans in relation to operational procedures for the Devon and Somerset Fire and Rescue Services and create bespoke plans in response to specific risks as a consequence of the Development and other elements of the Project (if permitted) whose outline scope of duties is at Annex 3 to this Deed;

"**Maritime Fire Fighting Training**" means the three day training course in maritime fire training, delivered by an accredited body, to be undertaken by a maximum of 100 staff from the Devon and Somerset Fire and Rescue Services, comprising those officers working from the nearest fire stations to the Site and to Comwich;

"**Parish Liaison and Community Safety Officer and Joint Community Safety Project Officer**" means the community safety officer(s) employed by West Somerset Council, Sedgemoor Council and/or the County Council to manage the commissioning and delivery of community safety initiatives with the aim of reducing crime and disorder and anti-social behaviour whose outline scope of duties is at Annex 3 to this Deed;

"Police Community Support Officer" means the police community support officer to be employed by the Avon and Somerset Constabulary to provide policing services focused around the Development and who is envisaged to provide policing services focused around other elements of the Project (if permitted) and their impacts on the local community whose outline scope of duties is at Annex 3 to this Deed;

"Police Constable" means the police constable to be employed by the Avon and Somerset Constabulary to provide policing services focused around the Development and who is envisaged to provide policing services in relation to the Project (if permitted) and their impacts on the local community whose outline scope of duties is at Annex 3 to this Deed;

"Sergeant" means the sergeant to be employed by the Avon and Somerset Constabulary to provide policing services focused around the Development and who is envisaged to provide policing services in relation to other elements of the Project (if permitted) and their potential impacts on the local community whose outline scope of duties is at Annex 3 to this Deed;

"Site Familiarisation" means the site familiarisation tours organised by NNB GenCo throughout the Development, to a maximum of one per month, to be attended by officers from the three nearest fire stations to the Site being those located at Bridgwater, Williton and Nether Stowey;

"Street Cleaning Feasibility Study" means the feasibility study to be undertaken by West Somerset Council and/or Sedgemoor Council in their respective administrative areas in order to consider any changes that may need to be made to current street cleaning arrangements as a result of the potential impacts that might arise from the Development and/or other elements of the Project (if permitted); and

"SWAST Operations Manager" means the operation manager who will be the principal contact for the Development and who is envisaged to be the operation manager for other elements of the Project (if permitted) within the South Western Ambulance Service Trust whose outline scope of duties is at Annex 3 to this Deed.

2. COMMUNITY SAFETY CONTRIBUTION

2.1 NNB GenCo shall pay the Community Safety Contribution to West Somerset Council in the following instalments:

2.1.1 the sum of **£841,387** prior to the Commencement of Phase 1; and

2.1.2 the sum of **£670,180** prior to the first anniversary of the Commencement of Phase 1,

and NNB GenCo shall not Commence Phase 1 unless the sum referred to in paragraph 2.1.1 has been paid.

2.2 West Somerset Council may request payment by NNB GenCo of part of the Community Safety Contribution earlier than provided for in paragraph 2.1 where necessary due to recruitment lead in times but any such early payment shall be at the absolute discretion of NNB GenCo.

3. USE OF THE COMMUNITY SAFETY CONTRIBUTION AND THE COMMUNITY SAFETY CONTINGENCY

3.1 Subject to paragraphs 3.2 and 3.3, the Community Safety Contribution shall be used for the following purposes:

- 3.1.1 to contribute to meeting the costs of Parish Liaison and Community Safety Officer and Joint Community Safety Officers to be employed by West Somerset Council, Sedgemoor Council and the County Council;
- 3.1.2 to contribute to meeting the costs of undertaking a CCTV Feasibility Study for the purposes of determining the impact of the Development and/or other elements of the Project (if permitted) on current CCTV arrangements **PROVIDED THAT** Sedgemoor Council shall consult NNB GenCo and take proper account of its reasonable representations as to the precise scope of the CCTV Feasibility Study (and Sedgemoor Council shall use Reasonable Endeavours to complete the CCTV Feasibility Study within six months of payment of the Community Safety Contribution);
- 3.1.3 to contribute to meeting the uninsured costs of any repairs, making good or cleaning that may be required as a result of any protest or demonstration specifically against the Development and/or other elements of the Project (if permitted);
- 3.1.4 to contribute to meeting the costs of the Street Cleaning Feasibility Study **PROVIDED THAT** West Somerset Council and Sedgemoor Council shall consult NNB GenCo and take proper account of its reasonable representations as to the scope of the Street Cleaning Feasibility Study (and West Somerset Council and Sedgemoor Council shall use Reasonable Endeavours to complete the Street Cleaning Feasibility Study within six months of payment of the Community Safety Contribution);
- 3.1.5 to contribute to meeting the costs of responding to any incidents in relation to the Development and/or other elements of the Project (if permitted) requiring an evacuation of local residents or business from their premises as a result of the Development and/or other elements of the Project (if permitted);
- 3.1.6 to contribute to meeting the costs of employing the CCU Officer in planning for potential incidents and carrying out exercises directly related to the potential evacuation of local residents or businesses as a consequence of an incident relating to the Development or the Project;
- 3.1.7 to contribute to meeting the costs of the Avon and Somerset Constabulary in:
 - (A) providing the Community Safety Beat Team and in procuring and operating a marked police 4x4 vehicle for the use by the Community Safety Beat Team;
 - (B) procuring appropriate security equipment; and
 - (C) providing an additional Sergeant (in addition to the Sergeant on the Community Safety Beat Team) and the Police Constable for incident response planning.

and West Somerset Council shall pay such amount to the Avon and Somerset Constabulary out of that part of the Community Safety Contribution identified in the Costs Schedule as being for these purposes;

3.1.8 to contribute to meeting the costs of the Devon and Somerset Fire and Rescue Services in:

- (A) providing a full-time DSFRS Community Safety Officer;
- (B) undertaking Maritime Fire Fighting Training;
- (C) carrying out Site Familiarisation;
- (D) providing a full-time Group Manager; and
- (E) providing administration support at two days per week to the Group Manager,

and West Somerset Council shall pay such amount to the Devon and Somerset Fire and Rescue Services out of that part of the Community Safety Contribution identified in the Costs Schedule as being for these purposes; and

3.1.9 to contribute to meeting the costs of the South Western Ambulance Service Trust for the purpose of providing a SWAST Operations Manager and West Somerset Council shall pay such amount to the South West Ambulance Service Trust out of that part of the Community Safety Contribution identified in the Costs Schedule as being for this purpose.

3.2 The Community Safety Contingency shall only be used for the following purposes:

3.2.1 subject to NNB GenCo's approval (and following such approval NNB GenCo shall pay such approved amount to West Somerset Council within two weeks), to contribute to meeting the costs of the Devon and Somerset Fire and Rescue Services in providing additional resources to the Group Manager and the DSFRS Community Safety Officer **PROVIDED THAT** no more than £131,976 from the Community Safety Contingency shall be applied for this purpose and West Somerset Council shall pay such amount to the Devon and Somerset Fire and Rescue Services out of that part of the Community Safety Contingency identified in the Costs Schedule for these purposes; and

3.2.2 subject to NNB GenCo's approval (and following such approval NNB GenCo shall pay such approved amount to West Somerset Council within two weeks), providing additional resources to the Councils as set out in respect of items 5, 7, 8, 9 and 29 in the Costs Schedule **PROVIDED THAT** no more than £175,600 from the Community Safety Contingency shall be applied for these purposes.

3.3 The precise amounts to be applied by the Councils to each of the above purposes shall be fixed by reference to the Costs Schedule.

4. MAXIMUM LIABILITY OF NNB GENCO

4.1 The maximum liability of NNB GenCo pursuant to this Schedule 4 is limited to **£1,819,143** being the aggregate amount of the Community Safety Contribution and the Community

Safety Contingency Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 5 – ECOLOGY

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Bat Habitat Creation and Enhancement Works" means the creation of a wildflower meadow on the Bat Mitigation Land as described in Schedule A of *Further Clarification in Relation to Barbastelle Bats dated July 2011* submitted by NNB GenCo to West Somerset Council;

"Bat Mitigation Land" means the land identified on Plan 6 annexed to this Deed;

"Bat Radio Tracking and Monitoring Study" means a bat radio tracking and monitoring study to be carried out by EDF Energy in relation to barbastelle bats to provide information on the location of roost sites and key foraging areas used by the bats and allowing the identification of areas where habitat creation and enhancements would be beneficial to the population of bats;

"Ecology Contribution" means the sum of £250,000 to be paid to West Somerset Council pursuant to paragraph 2 of this Schedule; and

"Exmoor and Quantock Oakwoods Special Area of Conservation" means the area designated as such as part of the European Natura 2000 network given the Special Area of Conservation EU Code UK0030148.

2. ECOLOGY CONTRIBUTION

- 2.1 NNB GenCo shall not Implement Phase 1 unless it has paid the Ecology Contribution to West Somerset Council for the purpose of providing planting, aftercare and management designed to promote the conservation of barbastelle bats and ecology within the relevant area which shall be determined by the results of the Bat Radio Tracking and Monitoring Study and existing bat surveys.

3. BAT RADIO TRACKING AND HABITAT CREATION AND ENHANCEMENT WORKS

- 3.1 NNB GenCo shall not Implement Phase 1 unless draft proposals for the Bat Radio Tracking and Monitoring Study have been submitted to and approved by West Somerset Council in consultation with Natural England.
- 3.2 NNB GenCo shall carry out the Bat Radio Tracking and Monitoring Study in accordance with the approved proposals and shall submit a detailed report on the results to West Somerset Council and Natural England prior to the first anniversary of Commencement of Phase 1 and NNB GenCo shall not carry out any further works in relation to the Development unless such report has been so submitted.
- 3.3 Save as provided in paragraph 3.4, NNB GenCo shall not commence Phase 1 works until the Bat Habitat Creation and Enhancement Works have been carried out and completed on the Bat Mitigation Land.

3.4 NNB GenCo will maintain the habitat created and enhanced by Bat Habitat Creation and Enhancement Works in accordance with the ecological mitigation and monitoring plan and the habitat management plan referred to in conditions FP1 and FP3 of the Planning Permission.

4. **MAXIMUM LIABILITY OF NNB GENCO**

The maximum liability of NNB GenCo pursuant to this Schedule 5 in respect of sums to be paid to West Somerset Council is limited to **£250,000**, being the amount of the Ecology Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 6 – ECONOMIC DEVELOPMENT

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Economic Development Contribution" means the sum of **£617,880** to be paid to West Somerset Council and Sedgemoor Council pursuant to paragraphs 2 and 3; and

"Economic Development Officer" means an economic development officer or officers to be directly employed by West Somerset Council or by Sedgemoor Council as the case may be whose outline scope of duties is to liaise, as and when appropriate, with NNB GenCo and to advise on the expenditure of the Economic Development Contribution so that it may be used to remove barriers to local growth and to assist local business in responding to the opportunities presented by the Development and the Project (if permitted).

2. ECONOMIC DEVELOPMENT CONTRIBUTION (WEST SOMERSET COUNCIL)

- 2.1 NNB GenCo shall pay to West Somerset Council:

2.1.1 the sum of **£60,000** on or before Implementation of Phase 1 and NNB GenCo shall not Implement Phase 1 unless that sum has been paid; and

2.1.2 the sum of **£60,000** on the first anniversary of the Implementation of Phase 1, as a contribution towards the cost of employing an Economic Development Officer.

- 2.2 NNB GenCo shall pay to West Somerset Council:

2.2.1 the sum of **£64,470** on or before Implementation of Phase 1 and NNB GenCo shall not Implement Phase 1 unless that sum has been paid; and

2.2.2 the sum of **£64,470** on the first anniversary of the Implementation of Phase 1, as a contribution towards the cost of business support initiatives and relevant projects which have a relationship to the Development as outlined in paragraph 4 below.

3. ECONOMIC DEVELOPMENT CONTRIBUTION (SEDGEMOOR COUNCIL)

- 3.1 NNB GenCo shall pay to Sedgemoor Council:

3.1.1 the sum of **£60,000** on or before Implementation of Phase 1 and NNB GenCo shall not Implement Phase 1 unless that sum has been paid;

3.1.2 the sum of **£60,000** on the first anniversary of the Implementation of Phase 1, as a contribution towards the cost of employing an Economic Development Officer.

- 3.2 NNB GenCo shall pay to Sedgemoor Council:

3.2.1 the sum of **£184,470** on or before Implementation of Phase 1 and NNB GenCo shall not Implement Phase 1 unless that sum has been paid; and

3.2.2 the sum of **£64,470** on the first anniversary of the Implementation of Phase 1, as a contribution towards the cost of business support initiatives and relevant projects which have a relationship to the Development as outlined in paragraph 4 below.

4. PURPOSES OF ECONOMIC DEVELOPMENT CONTRIBUTION

4.1 The Economic Development Contribution shall be held and applied by West Somerset Council and Sedgemoor Council respectively in accordance with the provisions of this Deed including in particular Schedule 1 and this Schedule 6 for the following purposes:

4.1.1 the cost of business support initiatives and relevant projects to deliver proactive information and advice to existing and new businesses in relation to the Development and/or other elements of the Project (if permitted);

4.1.2 the cost to the Councils of coordinating between the Development and/or other elements of the Project (if permitted) and wider economic activity to seek to enhance local economic growth opportunities;

4.1.3 the cost of liaising with existing and new businesses to build resilience and identify barriers to growth in sectors of the economy directly and indirectly linked to the Development and/or other elements of the Project (if permitted), and also those sectors not aligned to the Development and/or other elements of the Project (if permitted), so as to seek to develop a resilient and robust economy for the longer term;

4.1.4 the cost of investing in creating the right conditions for local economic growth through seeking initiatives linked to infrastructure, land and premises;

4.1.5 the cost of undertaking assessment and analysis to generate intelligence and evidence to shape support initiatives and relevant projects; and

4.1.6 the cost of working alongside NNB GenCo in liaising with potential inward investors and supply chain related businesses to identify barriers and opportunities to realising economic growth and/or benefits within the Councils' areas.

4.2 West Somerset Council and Sedgemoor Council shall take into account the recommendations of the Board when deciding how to apply those elements of the Economic Development Contribution referred to in paragraphs 2.2 and 3.2.

5. MAXIMUM LIABILITY OF NNB GENCO

The maximum liability of NNB GenCo pursuant to this Schedule 6 is limited to **£617,880**, being the amount of the Economic Development Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 7 – EDUCATION

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**Education Fund**" means the fund to be established and funded by NNB GenCo in the amount of **£300,000** for the purposes of implementing the objectives of the Education Strategy; and

"**Education Strategy**" means a strategy to provide educational resources and to inspire interest in mathematics, science, technology and energy, and to enhance and support learning of those subjects, in school pupils in the Councils' areas;

"**Workforce Children**" means school age children who are dependent on members of the Workforce who were not resident in Somerset and whose children did not attend schools in Somerset before the grant of Planning Permission.

2. EDUCATION STRATEGY

- 2.1 NNB GenCo shall prepare and submit to the County Council for approval the Education Strategy before Implementation of Phase 1 and shall not Implement Phase 1 until the County Council has either:

2.1.1 approved the Education Strategy; or

2.1.2 a period of one month has expired without the County Council having given or withheld approval or sought further information from NNB GenCo,

and NNB GenCo may resubmit further drafts of the Education Strategy until it is approved by the County Council or the period referred to in paragraph 2.1.2 has elapsed without the County Council having given or withheld approval or sought further information from NNB GenCo.

- 2.2 NNB GenCo shall implement the Education Strategy with effect from the date on which it is approved by the County Council or the period referred to in paragraph 2.1.2 has elapsed without the County Council having given or withheld approval or sought further information from NNB GenCo.

- 2.3 NNB GenCo shall use Reasonable Endeavours to spend the whole Education Fund prior to 30 September 2014, or if later prior to the date that is 15 months after the Implementation of the Development in accordance with:

2.3.1 the approved Education Strategy; or

2.3.2 the Education Strategy as last submitted to the County Council under paragraph 2.1 if the period referred to in paragraph 2.1.2 has elapsed without the County Council having given or withheld approval or sought further information from NNB GenCo.

- 2.4 NNB GenCo shall provide the County Council with a report on activity and expenditure in relation to the Education Fund and Education Strategy each six months from the

Implementation of the Development (unless an alternative reporting period is otherwise approved in the Education Strategy).

2.5 The Education Fund shall not be used to meet NNB GenCo's internal staff costs.

3. MONITORING OF WORKFORCE CHILDREN POPULATION

NNB GenCo shall undertake monitoring of the number of Workforce Children and will provide the monitoring results to the County Council every three months starting from the date of Implementation of the Development in order to inform the County Council in relation to impacts and potential impacts of the Development and/or other elements of the Project (if permitted).

4. MAXIMUM LIABILITY OF NNB GENCO

The maximum liability of NNB GenCo pursuant to this Schedule 7 is limited to **£300,000**, being the amount of the Education Fund Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 8 – HEALTH

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Health Contribution" means the amounts to be paid to West Somerset Council and the PCT pursuant to this Schedule being **£60,000** in total;

"Health Task and Finish Group" means a body of which the Councils and the PCT are members which is responsible for enabling the health services to understand and make their own plans for any impacts on health services that it is necessary to anticipate and plan for in relation to the Development and the other elements of the Project (if permitted), including any costs of liaising with NNB GenCo and its team in their preparation of the health impact assessment and the health action plan for the Project (if permitted); and

"PCT" means the Somerset Primary Care Trust or such successor to its functions.

2. HEALTH CONTRIBUTION

- 2.1 NNB GenCo shall not Implement Phase 1 unless it has paid:

2.1.1 the sum of **£20,000** to West Somerset Council; and

2.1.2 the sum of **£40,000** to the PCT,

for the purpose of their participation in the Health Task and Finish Group.

3. MAXIMUM LIABILITY OF NNB GENCO

- 3.1 The maximum liability of NNB GenCo pursuant to this Schedule 8 is limited to **£60,000**, being the total amount of the Health Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 9 – ARCHAEOLOGY AND HERITAGE

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Archaeological and Heritage Contribution" means the sum of **£450,000** to be paid pursuant to paragraph 2 for the purposes of:

- (a) monitoring the impact of the Development on the archaeological remains at the Site and the measures (to be carried out by NNB GenCo pursuant to the Planning Permission) to mitigate those impacts;
- (b) mitigating the impact of the irreversible loss of the archaeological remains at the Site arising from the Development and to fund an outreach and education programme; and
- (c) mitigating the impact of traffic in relation to the Development and/or in relation to other elements of the Project (if permitted) on the historic and rural environment; and

"Archaeology Schedule of Works" means the *Final Draft Schedule of Works* dated 5 July 2011 attached at Annex 5 to this Deed.

2. ARCHAEOLOGY AND HERITAGE CONTRIBUTION

- 2.1 NNB GenCo shall not Commence Phase 0 unless it has paid to the County Council the sum of **£207,094**, being part of the Archaeological and Heritage Contribution.
- 2.2 NNB GenCo shall not Implement Phase 2 unless it has paid to the County Council the sum of **£242,906**, being the remainder of the Archaeological and Heritage Contribution.

3. PURPOSES

- 3.1 No more than **£55,000** from the Archaeological and Heritage Contribution may be applied by the County Council for the purposes of monitoring the impact of the Development on the archaeological remains at the Site and the measures (to be carried out by NNB GenCo pursuant to the Planning Permission) to mitigate those impacts.
- 3.2 No more than **£160,000** from the Archaeological and Heritage Contribution may be applied by the County Council for the purposes of mitigating the impact of the irreversible loss of the archaeological remains at the Site arising from the Development or to fund an outreach and education programme.
- 3.3 No more than **£55,000** of the Archaeological and Heritage Contribution shall be applied for the purpose of consultants' fees and internal staff costs incurred by the County Council in relation to mitigating the impact of traffic in relation to the Development and/or in relation to other elements of the Project (if permitted) on the historic and rural environment.
- 3.4 None of the Archaeological and Heritage Monitoring Contribution may be applied by the County Council for the purpose of carrying out any structural surveys of any buildings.

4. **MAXIMUM LIABILITY OF NNB GENCO**

The maximum liability of NNB GenCo pursuant to this Schedule 9 is **£450,000**, being the amount of the Archaeological and Heritage Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 10 – LANDSCAPE AND VISUAL

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Coastal Strip" means the route shown as 23/95 on Plan 8 annexed to this Deed;

"Landscape and Visual Contributions" means the payments totalling £610,000 to be made pursuant to this Schedule 10;

"Land Management and Skills Scheme" means a scheme for young people to learn the necessary skills to manage the Quantock and Vale landscapes, including skills for agriculture, forestry, heath land and conservation (to be managed by West Somerset Council in consultation with Sedgemoor Council) and a traditional skills scheme involving funding for anyone to learn traditional skills to manage the landscape including hedge laying, coppicing, pollarding, ditching, pond building and restoration, fencing, species identification and using associated tools and machinery (to be managed by West Somerset Community College or another appropriate body nominated by West Somerset Council and approved NNB GenCo);

"Landscape Improvement Scheme" means a scheme to deliver area wide landscape improvements that provide habitat corridors to help all wildlife to adapt to climate change, corridor links between the woodlands on the north and south commons and heath land reversion to link the heath land areas on the Quantocks and to assist in research and monitoring of the spread of *phytophthora ramorum*; and

"Quantock Hills and Vale Landscape Development Fund" means a fund to support projects developed in conjunction with the Councils, which either restore or develop landscape features in the Quantock Hills and Vale, including hedge laying and planting, traditional standard orchard restoration, small woodland management, wild flower meadows, willow pollarding, dry stone wall restoration, planting native trees, pond restoration and a "circular economic scheme" (including marketing links between local food products and a landscape managed for community benefit or developing traditional industry around woodland products, linking these projects to a network of circular routes for pedestrians, cyclist and equestrian users across the Quantock Hills and Vale).

2. QUANTOCK HILLS AONB

- 2.1 NNB GenCo shall pay the following sums prior to the Implementation of Phase 2 shall not Implement Phase 2 until it has paid:

2.1.1 the sum of £100,000 to the County Council (for use by it through the Quantock Hills Area of Outstanding Natural Beauty Service) for the purpose of establishing the Quantock Hills and Vale Landscape Development Fund; and

2.1.2 the sum of £250,000 has been paid to the County Council (for use by it through the Quantock Hills Area of Outstanding Natural Beauty Service) for the purpose of establishing the Landscape Improvement Scheme.

3. **LANDSCAPE ART SCHEMES**

NNB GenCo shall pay the sum of **£80,000** to West Somerset Council prior to Implementation of Phase 1 and shall not Implement Phase 1 until that sum has been paid to West Somerset Council for the purpose of developing and implementing a programme of landscape art in consultation with Sedgemoor Council that can be integrated with the pedestrian and equine routes across the Coastal Strip, West Somerset Council public rights of way and wider landscape of Quantock Vale.

4. **LAND MANAGEMENT AND SKILLS SCHEME**

4.1 NNB GenCo shall not Implement Phase 2 unless it has paid the sum of **£120,000** to West Somerset Council for the purpose of establishing and carrying out the Land Management and Skills Scheme.

5. **LANDSCAPE PROJECT OFFICER**

5.1 NNB GenCo shall pay to the County Council:

5.1.1 the sum of **£30,000** on or before Implementation of Phase 2 and shall not Implement Phase 2 until that sum has been paid; and

5.1.2 the sum of **£30,000** on the first anniversary of the Implementation of Phase 2,

for the purpose of the County Council and/or the Quantock Hills Area of Outstanding Natural Beauty Service employing a Landscape Project Officer to manage the partnership working and commissioning of landscape enhancement works working in consultation with West Somerset Council and Sedgemoor Council.

6. **MAXIMUM LIABILITY OF NNB GENCO**

The maximum liability of NNB GenCo pursuant to this Schedule 10 is **£610,000**, being the aggregate amount of the Landscape and Visual Contributions Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 11 – LEISURE

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Leisure Contributions" means the amounts to be paid pursuant to this Schedule being **£2,000,000** in total for the purpose of mitigating impacts on the provision of sports/leisure facilities and for recreational open space in West Somerset and Sedgemoor arising from the Development and/or other elements of the Project (if permitted).

2. PAYMENTS TO WEST SOMERSET COUNCIL

- 2.1 NNB GenCo shall not Implement Phase 2 unless it has paid to West Somerset Council:

2.1.1 the sum of **£250,000** for the purposes of providing new, or improving existing, sports/leisure facilities within West Somerset Council's area; and

2.1.2 the sum of **£500,000** for the purposes of providing new, or improving existing, sports/leisure facilities within the Parish of Stogursey.

- 2.2 West Somerset Council may apply or pay to the relevant parish council from the amounts referred to in paragraphs 2.1.1 and 2.1.2 the sum of **£25,000** (or such other amount as may be agreed between West Somerset Council and NNB GenCo) for the purpose of carrying out a feasibility study into providing new, or improving existing, sports/leisure facilities within the relevant parish councils' areas.

3. PAYMENTS TO SEDGEMOOR COUNCIL

- 3.1 NNB GenCo shall not Implement Phase 2 unless it has paid to Sedgemoor Council the sum of **£1,250,000** for the purposes of providing new, or improving existing, sports/leisure facilities within Sedgemoor Council's administrative area out of which:

3.1.1 **£250,000** shall be spent as a contribution towards the cost of the swimming pool under construction at Chilton Trinity Technical College in Bridgwater;

3.1.2 **£500,000** shall be spent for the purposes of providing new, or improving existing, sports/leisure facilities within Bridgwater; and

3.1.3 **£500,000** shall be spent for the purposes of providing new, or improving existing, sports/leisure facilities within Cannington.

- 3.2 Sedgemoor Council may apply up to **£37,500** (or such other amount as may be agreed between Sedgemoor Council and NNB GenCo) from the amount referred to in paragraph 3.1 for the purposes of carrying out feasibility studies into providing the facilities referred to in paragraph 3.1.

4. MAXIMUM LIABILITY OF NNB GENCO

The maximum liability of NNB GenCo pursuant to this Schedule 11 is **£2,000,000**, being the aggregate amount of the Leisure Contributions Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 12 – PUBLIC RIGHTS OF WAY

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Alternative Access Way" means the alternative means of access shown on Plan 7 annexed to this Deed;

"PROW" means the public rights of way crossing the Site and the coastal path, more particularly identified on Plan 8 annexed to this Deed;

"PROW Contribution" means the sum of up to £539,279 to be paid to the County Council pursuant to paragraph 2;

"PROW Restoration and Enhancement Plan" means a document which sets out the PROW enhancement and restoration strategy for the Development and which reflects the adopted policy document for rights of way in Somerset as detailed in the County Council's Rights of Way Improvement Plan; and

"ROW Schedule of Works" means the schedule of works and related plans contained in Annex 6 to this Deed.

2. PROW CONTRIBUTION

- 2.1 NNB GenCo shall pay to the County Council:

2.1.1 the sum of £114,001 prior to the Implementation of Phase 1 and shall not Implement Phase 1 unless that payment has been made;

2.1.2 the sum of £133,477 prior to the Implementation of Phase 2 and shall not Implement Phase 2 unless that payment has been made; and

2.1.3 a sum not exceeding £291,801 to be agreed by NNB GenCo and the County Council in the PROW Restoration and Enhancement Plan, such sum to be paid prior to the Implementation of Phase 4 and NNB GenCo shall not Implement Phase 4 unless that payment has been made,

as a contribution toward the cost of carrying out the works, diversions and related activities set out in the ROW Schedule of Works.

3. ROW SCHEDULE OF WORKS

- 3.1 The County Council shall apply the contributions received pursuant to this Schedule 12 in accordance with the ROW Schedule of Works.

4. PROW RESTORATION AND ENHANCEMENT PLAN

- 4.1 NNB GenCo shall not Implement Phase 1 unless the PROW Restoration and Enhancement Plan has been submitted to and approved by the County Council.

- 4.2 If the approved PROW Restoration and Enhancement Plan requires NNB GenCo to carry out PROW works related to Phase 4 then:

4.2.1 NNB GenCo shall carry out those works in accordance with the programme set out in the approved PROW Restoration and Enhancement Plan; and

4.2.2 the amount payable pursuant to paragraph 2.1.3 shall be as set out in the approved PROW Restoration and Enhancement Plan.

5. ALTERNATIVE RIGHTS OF WAY

5.1 NNB GenCo shall use Reasonable Endeavours:

5.1.1 to provide the Alternative Access Way around the perimeter of the Site:

(A) prior to the closure or obstruction of any PROW; and

(B) within 6 weeks of Implementation of Phase 1;

5.1.2 not to obstruct the Alternative Access Way during Phases 1 to 4 of the Development; and

5.1.3 to maintain the Alternative Access Way in good repair throughout Phases 1 to 4 of the Development.

6. MAXIMUM LIABILITY OF NNB GENCO

The maximum liability of NNB GenCo pursuant to this Schedule 12 in respect of the sums to be paid to the County Council is **£539,279**, being the maximum amount of the PROW Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 13 – SKILLS AND TRAINING

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Bridgwater College" means the tertiary college of that name whose main address is Bath Road, Bridgwater, Somerset TA6 4PZ;

"Community Outreach Workers" means two community outreach workers one each to be employed by West Somerset Council and/or Sedgemoor Council (or both by one of the Councils if they so agree) to work in the local community to support local people and focus on deprived groups, to oversee the Fit to Work Programme and to work with the community to address any other issues which contribute to lack of readiness for work;

"Construction Skills Centre" means a new construction skills centre for Bridgwater College as more fully described in the Construction Workforce Development Strategy;

"Construction Workforce Development Strategy" means a strategy to be submitted by NNB GenCo with the proposed Development Consent Application and which sets out NNB GenCo's planned activities to support training and employment including an Employment and Skills Charter setting out training and employment opportunities for local people;

"Employment and Skills Officer" means an employment and skills officer to be employed by Sedgemoor Council but seconded to NNB GenCo for the duration of the Development to establish and manage arrangements for promotion of employment and training opportunities for local people;

"Employee Impact Study" means a survey of the expenditure and travel characteristics of the Workforce;

"Energy Skills Centre" means the facility which is part of Bridgwater College that provides for the teaching of sustainable energy techniques and alternative energy innovations. This facility was opened by the Secretary of State for Energy and Climate Change in January 2011;

"Enterprise Project" means the project at West Somerset Community College to raise the aspiration and attainment of young people in Somerset as more fully described in the Construction Workforce Development Strategy;

"Fit to Work Programme" means a programme of projects to be run and overseen by the Community Outreach Workers;

"Hinkley Ready Skills Project" means a project to revise the vocational curriculum provided at West Somerset Community College and to redevelop West Somerset Community College's premises in order to facilitate the delivery of such curriculum to enable people who live in Somerset to acquire the skills required to access employment opportunities arising from the Development and, subject to the grant of the Development Consent Order, employment opportunities arising from other elements of the Project (if permitted) as more fully described in the Construction Workforce Development Strategy;

"Home-based Workers" means people living within the area shown on Plan 10 annexed to this Deed;

"Skills and Training Contributions" means the amounts to be paid to West Somerset Council, Sedgemoor Council, the County Council, Bridgwater College and West Somerset Community College pursuant to paragraphs 2, 3, 4 and 5 of this Schedule 13 being £4,180,000 in total;

"West Somerset Community College" means the specialist technology college of that name whose address is Bircham Road, Minehead, Somerset TA24 6AY; and

"Young Persons' Support Worker" means a young persons' support worker to be employed by the County Council to establish and manage arrangements for improving life chances of young people in the Councils' areas.

2. SKILLS AND TRAINING CONTRIBUTIONS

2.1 NNB GenCo shall pay to Sedgemoor Council:

2.1.1 the sum of **£65,000** prior to Implementation of Phase 1;

2.1.2 the sum of **£65,000** on the first anniversary of Implementation of Phase 1,

as a contribution toward the cost of Sedgemoor Council employing the Employment and Skills Officer and Sedgemoor Council shall consult NNB GenCo on the detailed activities of the Employment and Skills Officer and take proper account of its reasonable representations.

2.2 NNB GenCo shall pay to Sedgemoor Council:

2.2.1 the sum of **£60,000** on or before Implementation of Phase 1;

2.2.2 the sum of **£60,000** on the first anniversary of Implementation of Phase 1,

as a contribution toward the cost of Sedgemoor Council employing a Community Outreach Worker and shall also pay to Sedgemoor Council:

2.2.3 the sum of **£7,500** on or before Implementation of Phase 1;

2.2.4 the sum of **£7,500** on the first anniversary of Implementation of Phase 1,

as a contribution toward the funds available to pay for the Community Outreach Worker and/or to be used in carrying out his respective duties and shall not implement Phase 1 unless the amounts referred to in paragraphs 2.1.1, 2.2.1 and 2.2.3 have been paid and Sedgemoor Council shall consult NNB GenCo on the scope and role of the Community Outreach Worker and shall take proper account of the reasonable representations NNB GenCo may make.

2.3 NNB GenCo shall pay to West Somerset Council:

2.3.1 the sum of **£60,000** on or before Implementation of Phase 1;

2.3.2 the sum of **£60,000** on the first anniversary of Implementation of Phase 1,

as a contribution toward the cost of West Somerset employing a Community Outreach Worker and shall also pay to West Somerset Council:

2.3.3 the sum of **£7,500** on or before Implementation of Phase 1;

2.3.4 the sum of **£7,500** on the first anniversary of Implementation of Phase 1,

as a contribution toward the funds available to pay for the Community Outreach Worker and/or to be used in carrying out his respective duties and shall not Implement Phase 1 unless the amounts referred to in paragraphs 2.3.1 and 2.3.3 have been paid and West Somerset Council shall consult NNB GenCo on the scope and role of the Community Outreach Worker and shall take proper account of the reasonable representations NNB GenCo may make.

2.4 NNB GenCo shall pay to the County Council:

2.4.1 the sum of **£60,000** on or before Implementation of Phase 1;

2.4.2 the sum of **£60,000** on the first anniversary of Implementation of Phase 1,

as a contribution toward the cost of employing the Young Persons' Support Worker and shall not Implement Phase 1 unless the amount referred to in paragraph 2.4.1 has been paid and the County Council shall consult NNB GenCo on the scope and role of the Young Persons' Support Worker and shall take proper account of the reasonable representations NNB GenCo may make.

3. BRIDGWATER COLLEGE

3.1 NNB GenCo covenants with Sedgemoor Council that it shall pay to Bridgwater College:

3.1.1 the sum of **£1,500,000** to be used to fund the Construction Skills Centre; and

3.1.2 (subject to paragraph 3.2) the sum of **£1,000,000** to be used to fund the Energy Skills Centre,

within 8 weeks of approval of a specific costed proposal for such facilities by Sedgemoor Council after consultation with NNB GenCo and having taken proper account of NNB GenCo's reasonable representations **PROVIDED THAT** NNB GenCo shall not be required to pay such sums prior to the date 8 weeks after the Commencement of the Development.

3.2 The parties acknowledge that Bridgwater College has already received advance payment of **£500,000** from NNB GenCo towards the funding of the Energy Skills Centre and that NNB GenCo shall accordingly only be required to pay a net amount of **£500,000** pursuant to paragraph 3.1.2.

4. WEST SOMERSET COMMUNITY COLLEGE

4.1 NNB GenCo covenants with West Somerset Council that it shall pay to West Somerset Community College the sum of **£1,600,000** to be used to fund the Enterprise Project and the Hinkley Ready Skills Project within 30 days of approval of a specific costed proposal for such projects by West Somerset Council after consultation with NNB GenCo and having taken proper account of NNB GenCo's reasonable representations **PROVIDED**

THAT NNB GenCo shall not be required to pay such sum prior to Implementation of Phase 1.

5. FIT TO WORK PROGRAMME

5.1 NNB GenCo shall pay to West Somerset Council:

5.1.1 the sum of **£30,000** on or before Implementation of Phase 1; and

5.1.2 the sum of **£30,000** on the first anniversary of the Implementation of Phase 1, as a contribution towards the cost of promoting projects in the Fit to Work Programme in the Councils' areas and shall not Implement Phase 1 unless the amount referred to in paragraph 5.1.1 has been paid.

6. EVALUATION OF EMPLOYEE IMPACTS

6.1 NNB GenCo shall submit to West Somerset Council for approval the terms of reference for an Employee Impact Study prior to the Implementation of Phase 1 and shall not Implement Phase 1 until the Employee Impact Study has been submitted to and approved by West Somerset in consultation with Sedgemoor Council.

6.2 NNB GenCo shall carry out the Employment and Skills Study in accordance with the terms of reference approved by West Somerset during Phase 1 and Phase 2 of the Development and shall submit the results and evaluation of the Employee Impact Study to West Somerset within 2 months of the completion of Phase 2.

7. LOCAL LABOUR

7.1 NNB GenCo shall use Reasonable Endeavours to employ and shall use Reasonable Endeavours to procure that its contractors employ Home-based Workers to make up at least 60% of the workforce for the Development **PROVIDED THAT** NNB GenCo shall not be required to do anything in complying with this paragraph 7:

7.1.1 that would be or that NNB GenCo is properly advised by lawyers would be contrary to equality, employment or other applicable legal requirements; or

7.1.2 that would require NNB GenCo to appoint to any particular position a person who NNB GenCo does not consider to be an appropriately qualified and experienced person for that position.

7.2 NNB GenCo shall include details in the Construction Workforce Development Strategy of an Employment and Skills Charter setting out the training and job opportunities for local people that will be available in relation to the Project (if permitted) and NNB GenCo's proposed initiatives for helping people to access those training and job opportunities.

8. MAXIMUM LIABILITY OF NNB GENCO

8.1 The maximum liability of NNB GenCo pursuant to this Schedule 13 is **£4,180,000**, being the aggregate amount of the Skills and Training Contributions Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 14 – SERVICE LEVEL AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Administrative Support Officer" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor Council) administrative support officer employed or contracted by Sedgemoor Council to *inter alia* day to day administrative support to other officers undertaking activity in relation to the Development;

"Chief Executive" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) chief executive employed or contracted by West Somerset Council to *inter alia* provide strategic guidance and input to the successful implementation and monitoring of the Development;

"Corporate Director Regeneration" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor District Council) corporate director employed or contracted by Sedgemoor District Council to *inter alia* provide the project sponsor role, involving political liaison, strategic guidance and input to ensure the successful implementation and monitoring of the Development and to represent Sedgemoor Council on the Board;

"Customer Services Officer" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council and Sedgemoor Council) customer services officer or officers employed or contracted by West Somerset Council and Sedgemoor Council to work across both West Somerset Council and Sedgemoor Council by answering public queries about all matters relating to the Development and other elements of the Project (if permitted) and by ensuring the co-ordination of public services across West Somerset and Sedgemoor in all matters relating to the Development and other elements of the Project (if permitted);

"Development Control Officer" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) development control officer employed or contracted by West Somerset Council to provide day to day development control advice to ensure the successful implementation and monitoring of the Development. The development control officer will be the primary point of contact for the discharge of conditions in relation to the Development and will co-ordinate the responses of Sedgemoor Council and Somerset County Council and West Somerset Council shall use its best endeavours to ensure that the development control officer shall not be allocated other additional duties that prevent him or her from fulfilling the Council's obligations in accordance with this Schedule 14;

"Environmental Health Officer" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) environmental health officer employed or contracted by West Somerset Council and/or Sedgemoor Council to monitor the environmental issues and impacts arising from the Development and other elements of the Project (if permitted) including carrying out roles and tasks as the responsible authority for the Port of Bridgwater including liaising with the Harbour Master and NNB GenCo and mitigation secured under the Planning Permission and this Deed;

"Finance Officer" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council and Sedgemoor Council) finance officers employed or contracted by Sedgemoor Council and West Somerset Council to inter alia to discharge the financial responsibilities of Sedgemoor District Council and West Somerset Council pursuant to this deed;

"Legal Consultant" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor District Council) legal consultant employed or contracted by Sedgemoor District Council to inter alia provide legal guidance to Sedgemoor District Council and West Somerset Council in discharging its obligations pursuant to this deed;

"Monitoring Costs" means the legal, financial and programme management costs and senior officer monitoring costs incurred by West Somerset Council as a result of the Development;

"Performance Level" means the performance level for West Somerset Council's performance of the Services and as defined in the table contained within paragraph 6;

"Performance Standards" means the target standards for the performance of West Somerset Council's functions as set out in the table contained within paragraph 6;

"Phase 4 SLA" means a service level agreement with West Somerset and Sedgemoor Council to cover those parties' costs of discharging conditions, monitoring and other involvement in relation to Phase 4 and setting out the corresponding targets and obligations on West Somerset Council and Sedgemoor Council;

"Planning Manager" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) planning manager employed or contracted by West Somerset Council to inter alia provide day to day project guidance and input to the successful implementation and monitoring of the Development. The Planning Manager will take responsibility for overseeing the work of the development control officers, the Project Officer and the S106 Manager;

"Planning Support Officer" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) planning support officer employed or contracted by West Somerset Council to inter alia to provide administrative support to the Planning Manager and Development Control Officers, including performing the administrative functions for the Development Control Officers, registering conditions, identifying and sending out consultations, producing decision notices for the conditions and obligations and uploading documents to West Somerset Council's website as appropriate;

"Project Director" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor District Council) project director employed or contracted by Sedgemoor District Council and working to the Corporate Director to inter alia provide day to day project direction, operational management and decision-making to ensure the successful implementation and monitoring of the Development including the management and implementation of this Deed and as an alternate to the Project Sponsor on the Board;

"Project Officer (Implementation)" means the suitably qualified and experienced (in the reasonable opinion of West Somerset and or Sedgemoor District Council) project officer (implementation) employed or contracted by either West Somerset Council or Sedgemoor District Council to *inter alia* provide support and guidance to the Councils and the communities of West Somerset and Sedgemoor in delivering the Councils relevant

obligations pursuant to this deed – the Project Officer will work with the community and the parish councils to help manage any issues arising from the expenditure of money allocated to them under the Section 106 agreement. They will provide project management functions where needed and help the parishes with procurement (if necessary). They will also work on securing match funding for projects, submitting bids for the parishes to other funds etc. This role is split over the two Districts but could be a joint role. The main aim for this post(s) is to ensure economy and efficiency in the use of the funds. The Project Officer will provide NNB GenCo with a quarterly report setting out the expenditure against these obligations and the achievements in;

"Review" means the review of West Somerset's performance of the Services measured against the Performance Standards and carried out by the Head of Development Control on behalf of West Somerset Council and the Planning Manager on behalf of NNB GenCo in accordance with paragraph 4;

"Section 106 Manager" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) section 106 manager employed or contracted by West Somerset Council to *inter alia* provide support to the board and to manage the implementation/delivery of the Councils obligations pursuant to this deed. The section 106 manager will be main person responsible for co-ordinating the bids from the community and organisations and reporting them to the Board with a recommendation. The section 106 manager will deal with the internal administration of the Board and its relationship with Cabinet following the Board meetings. In addition, the section 106 manager will manage the condition and obligation submissions and the reporting of performance in accordance with the SLA performance tables. The manager will also be responsible for liaison with the SDC and SCC in relation to their obligations and monitor the progress of projects (working with the Project officer and the finance officers at WSC and SDC);

"Service Level Agreement" means the service level agreement between NNB GenCo, West Somerset Council and Sedgemoor Council contained in this Schedule 14;

"Service Level Agreement Contribution" means the sum of £1,810,000 in total for the purposes of covering the increased administrative costs to West Somerset Council and Sedgemoor Council as a result of NNB GenCo progressing the Development;

"Service Level Agreement Officers" means the Corporate Director, Project Director, Service Manager, Project Officer (Implementation), Administrative Support Officer, Legal Consultant, Finance Officer, Chief Executive, Planning Manager, S106 Manager, Planning Support Officer, Environmental Health Officer, Customer Services Officer and Development Control Officer;

"Service Level Agreement Schedule" means the table showing the breakdown of the Service Level Agreement Contribution and its apportionment between West Somerset Council and Sedgemoor Council at Annex 14 to this Deed;

"Service Manager" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor Council) service manager employed or contracted by Sedgemoor Council to *inter alia* provide resource planning, financial governance and commissioning and contract management services to support and deliver Sedgemoor Council's obligations pursuant to this Deed; and

"Services" means the services that are to be provided by West Somerset Council and Sedgemoor Council in accordance with this Schedule 14.

2. AGREEMENT AS TO NUMBER OF OFFICERS SUPPLIED

- 2.1 It is hereby agreed and confirmed that the total number of officers to be supplied under this Service Level Agreement by West Somerset Council and/or Sedgemoor Council to work with NNB GenCo and as such to be funded by the Service Level Agreement Contribution shall be no less than the number of posts identified in this Schedule 14.
- 2.2 To the extent that NNB GenCo contributes towards the costs of any Service Level Agreement Officers pursuant to this Deed, they shall only carry out work in relation to the Development and/or other elements of the Project (if permitted) for such proportion of their time which is so funded.

3. SERVICES REMUNERATION

- 3.1 Subject to paragraph 4, NNB GenCo shall pay the Service Level Agreement Contribution to West Somerset Council in the following instalments:
- 3.1.1 the sum of **£800,000** within one week of the date of the Planning Permission as a contribution towards the cost of the Service Level Agreement Officers between the date of the Planning Permission and the date nine months after the date of the Planning Permission, and NNB GenCo shall not Commence Phase 0 unless that sum has been paid;
- 3.1.2 the sum of **£440,000** on the date that is nine months after the date of the Planning Permission as a contribution towards the cost of the Service Level Agreement Officers between the date nine months after the date of the Planning Permission and the date fifteen months after the date of the Planning Permission; and
- 3.1.3 the sum of **£570,000** on the date that is fifteen months after the date of the Planning Permission as a contribution towards the cost of the Service Level Agreement Officers between the date fifteen months after the date of the Planning Permission and the date twenty-four months after the date of the Planning Permission,

and in each case apportionment of the above sums between West Somerset Council and Sedgemoor Council shall be in accordance with the Service Level Agreement Schedule.

4. REVIEW

- 4.1 The operation of this Service Level Agreement and whether or not West Somerset Council has achieved the Performance Standards shall be formally reviewed during the eighth month after the date of the Planning Permission and shall be formally reviewed again during the fourteenth month after the date of the Planning Permission, such review process to follow the following procedure:
- 4.1.1 the Review process shall be commenced by West Somerset Council in consultation with the Project Director at Sedgemoor Council reporting in writing to the Planning Manager at NNB GenCo by completing the table contained in paragraph 6, such report to be delivered within the period of 4 weeks prior to the relevant review date;
- 4.1.2 following the submission of the report produced in accordance with paragraph 4.1.1 and before the date that is not later than 2 weeks after the relevant Review

date, a review meeting shall be held between West Somerset Council's Planning Manager, a representative of Sedgemoor Council and the NNB GenCo Planning Manager during which meeting the parties shall seek to agree the Performance Standards; and

- 4.1.3 following the Review meeting, the Performance Standards and NNB GenCo's payment obligations pursuant to paragraph 3 may be revised by consent and any amendments to this Service Level Agreement (including paragraph 3) shall be noted in writing and signed on behalf of the parties and shall operate as variations to this Service Level Agreement.
- 4.2 In the event that the Performance Level of West Somerset Council is Level 2 or Level 3 (as defined in the column headed "Performance Level" within the table), West Somerset Council will take action to seek to remedy the Performance Level issues identified.
- 4.3 In the event that West Somerset Council achieves an average Performance Level 2 or 3 (as defined in the column headed "Performance Level" within the table) in two consecutive Reviews and the issues in achieving the Performance Level are not in the majority due to matters reasonably outside of the control of West Somerset Council including third party or NNB GenCo acts or omissions, NNB GenCo may terminate this Service Level Agreement with four months' written notice commencing on the date of the second Review.
- 4.4 NNB GenCo shall be released from all further obligations under this Schedule 14 following termination of this Service Level Agreement in accordance with paragraph 4.3 and upon the expiry of NNB GenCo's written notice served pursuant to paragraph 4.3, West Somerset Council shall repay to NNB GenCo:
- 4.4.1 a sum of up to £570,000 to be agreed in accordance with paragraph 4.5 from the Service Level Agreement Contribution; and
- 4.4.2 any other part of the Service Level Agreement Contribution that has not been spent before the date of service of such notice.
- 4.5 The amount of the sum to be repaid pursuant to paragraph 4.4.1 shall be agreed between NNB GenCo, West Somerset Council and Sedgemoor Council taking into account the Performance Level of both West Somerset Council and Sedgemoor Council respectively recognising the apportionment between West Somerset Council and Sedgemoor Council set out within the Service Level Agreement Schedule.
- 5. PROVISION OF ANTICIPATED PROGRAMME AND VARIATION TO ANTICIPATED PROGRAMME**
- 5.1 NNB GenCo shall provide an anticipated programme for the Development to West Somerset Council and Sedgemoor Council prior to Implementation of Phase 1.
- 5.2 If there is a variation to the anticipated programme for the Development West Somerset Council may send to NNB GenCo a notice:
- 5.2.1 specifying whether it considers there is likely to be an impact on the timetable for the delivery of West Somerset Council's and/or Sedgemoor Council's Services and ability to deliver relevant Performance Levels; or

5.2.2 providing a proposal for any amendment to any term of this Service Level Agreement as a result of the implementation of the proposed variation (a "Variation Notice")

5.3 NNB GenCo shall within ten Working Days from receiving a Variation Notice, either:

5.3.1 request from West Somerset Council further information as to the proposed variation (which shall then be given as soon as reasonably practicable);

5.3.2 confirm the proposed variation; or

5.3.3 refuse the proposed variation.

6. SERVICE LEVEL PERFORMANCE TARGET PRO FORMA REVIEW TABLE

Performance Measure	Target	Performance Target Met? [To be completed by Council on review dates]	Action if Performance Target not met [To be completed by Council following review meeting]	Performance Level [To be completed following review meeting] Performance Levels to be 1, 2 or 3 where: 1 = Excellent 2 = Inadequate in some areas 3 = Poor
To register and acknowledge receipt of all valid submissions	Within 2 Working Days of receipt			
To discuss with NNB GenCo the latter's targets for determination of condition discharge submissions	Within 3 Working Days of receipt			
To send required consultation letters to consultees	Within 3 Working Days of validation of relevant submission			
To email consultation responses to NNB GenCo	Within 2 Working Days of receipt and quicker where possible			

To inform NNB GenCo of issues that have been identified with consultees responding to West Somerset Council and which may impact on these Performance Standards and to provide copies of all material written correspondence received by email or letter to NNB GenCo	Within 3 Working Days of receipt of consultation response			
To determine condition discharge submissions	Within 5 weeks of validation unless otherwise agreed by NNB GenCo			
To issue all decision notices	Within 3 Working Days of making decision			
To respond to telephone calls from NNB GenCo (or its agents or consultants)	If specified as urgent, the same Working Day and in other cases within 1 Working Day			
To respond to emails and letters from NNB GenCo (or its agents or consultants)	To acknowledge within 1 Working Day and to respond substantively within 3 Working Days unless such timetable is unreasonable owing to the length and/or subject-matter and/or complexity of the email or letter			
Attend meetings within West Somerset Council's administrative area with NNB GenCo (or its agents or consultants)	If specified as urgent within 1 Working Day of the request and within 5 Working Days otherwise			
To ensure that cover is available if officers are absent for a period of 3 days or longer	Throughout the period of the Service Level Agreement			

Sedgemoor Council to respond to consultations	Within 10 Working Days from receipt of consultation			
AVERAGE / OVERALL PERFORMANCE LEVEL				

7. REINSTATEMENT PHASE SERVICE LEVEL AGREEMENT

NNB GenCo shall use reasonable endeavours to enter into the Phase 4 SLA three months prior to Commencing Phase 4 (if applicable) and shall not Implement Phase 4 until the Phase 4 SLA has been entered into.

8. MAXIMUM LIABILITY OF NNB GENCO

The maximum liability of NNB GenCo pursuant to this Schedule 14 (except in relation to any Phase 4 SLA) is **£1,810,000**, being the total amount of the Service Level Agreement Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 15 – TOURISM

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Marketing and Promotional Initiatives" means the marketing and promotional initiatives to be developed under the Tourism Strategy and Action Plan promoting Somerset and Exmoor as a visitor destination, such marketing and promotional initiatives could include artwork, agency fees, social media and online PR, outdoor advertising, email advertising, online advertising, press advertising and advertorials;

"Tourism Action Partnership" means West Somerset Council, the County Council and Sedgemoor Council who will come together to decide how certain elements of the Tourism Contribution shall be applied after requesting and taking into account representations from other representative bodies of businesses in the tourism sector;

"Tourism Contribution" means the sum of £700,000 in total for the purpose of mitigating impacts on tourism arising from Development and/or other elements of the Project (if permitted);

"Tourism Monitoring Survey" means the annual survey to identify the potential types and levels of impact of the construction and operation of the Development and/or other elements of the Project (if permitted) on tourism in Somerset and identifying the impacts that this will have on tourism as an economic sector in Somerset;

"Tourism Officer" means the tourism officer or officers to be employed by West Somerset Council and/or Sedgemoor Council and whose role would include the preparation of the Tourism Strategy and Action Plan, formulation and delivery of marketing and educational initiatives, developing promotions in West Somerset and Sedgemoor, liaising with tourism businesses, working with the Travel Plan Officer with respect to the Tourism Visitor Management Plan, formulating and delivering education, skills and business support activities, liaising with tourism accommodation providers on standards, quality, planning advice and monitoring of construction worker take-up of bed-spaces, monitoring of tourism related impacts, and liaising with partner organisations;

"Tourism Strategy and Action Plan" means the tourism strategy and action plan which will coordinate tourism marketing and sector development activity to ensure that all activity is strategically significant, that there is no overlap between activities and that there are no significant gaps in response to the challenges and opportunities relating to the construction and operation of the Development and/or other elements of the Project (if permitted);

"Tourism and Visitor Management Officer Resources" means operational budget to enable two full time Tourism Officers to be employed by West Somerset Council and/or Sedgemoor Council to engage with the Tourism Action Partnership;

"Tourism Visitor Management Plan" means a visitor management plan for the geographic area extending from Williton in the north west, across to Steart in the east, south towards Bridgwater and bounded to the west by the Quantocks, which would set out travel planning measures together with promotional initiatives that seek to encourage day and weekend visits to West Somerset and Sedgemoor; and

"Tourist Information Centres" means the following information centres: Minehead information centre, Watchet information centre, Porlock information centre, Bridgwater information centre (currently located at the Bridgwater Arts Centre), Burnham-on-Sea information centre, Sedgemoor Services M5 information centre and A303 information centre.

2. TOURISM CONTRIBUTION

2.1 NNB GenCo shall pay the Tourism Contribution to West Somerset Council in the following instalments and for the following purposes:

2.1.1 for the purposes of the Tourism Action Partnership procuring, producing or delivering the Tourism Strategy and Action Plan and providing the Tourism and Visitor Management Officer Resources:

- (A) the sum of **£90,000** prior to the Implementation of Phase 2 and NNB GenCo shall not Implement Phase 2 unless that sum has been paid,
- (B) the sum of **£90,000** prior to the first anniversary of the Implementation of Phase 2;

2.1.2 for the purposes of the Tourism Action Partnership carrying out the Marketing and Promotional Initiatives and carrying out the Tourism Monitoring Survey:

- (A) the sum of **£160,000** prior to the Implementation of Phase 2 and NNB GenCo shall not Implement Phase 2 unless that sum has been paid; and
- (B) the sum of **£160,000** prior to the first anniversary of the Implementation of Phase 2; and

2.1.3 for the purposes of supporting existing Tourist Information Centres:

- (A) the sums of:
 - (1) **£50,000** prior to the Implementation of Phase 1 and NNB GenCo shall not Implement Phase 1 unless that sum has been paid; and
 - (2) **£50,000** prior to the Implementation of Phase 2 and NNB GenCo shall not Implement Phase 2 unless that sum has been paid; and
- (B) the sum of **£100,000** prior to the first anniversary of the Implementation of Phase 2.

3. PROJECT INFORMATION CENTRE

3.1 NNB GenCo shall provide the Project Information Centre and shall retain it during the Construction Period.

4. MAXIMUM LIABILITY OF NNB GENCO

The maximum liability of NNB GenCo pursuant to paragraph 2 of this Schedule 15 is **£700,000**, being the total amount of the Tourism Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 16 – TRANSPORT

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"A39 Broadway/A38 Taunton Road Junction Improvement Works" means junction improvement for the junction between A39 Broadway and A38 Taunton Road in Bridgwater;

"A39 New Road/B3339 Sandford Hill Roundabout Works" means the provision of a roundabout at the junction of A39 Quantock Road and B3339 Sandford Hill (such works being within the existing highway boundary);

"Abnormal Indivisible Load" means an abnormal indivisible load as defined in Schedule 1 of the Road Vehicles (Authorisation of Special Types) (General) Order 2003;

"Cannington Traffic Calming Measures and C182 Farringdon Hill Lane, Horse Crossing Community Impact Mitigation Package" means a traffic management scheme within Cannington to be agreed with the County Council (in consultation with West Somerset Council and Sedgemoor Council) to include a Parking Traffic Regulation Order and minor changes to Memorial Junction to be agreed with the County Council and improvements to Claylands Corner and a horse crossing at Farringdon Hill Lane, all such works being within the existing highway boundary;

"Construction Traffic Management Plan" means the construction traffic management plan approved pursuant to condition FP12 of the Planning Permission;

"General Inspection Survey" means the visual inspection of all the parts of the Structures that can be inspected without the need for special access equipment or traffic management arrangements in order to provide information on the physical condition of all visible elements of the Structures;

"HGV" means a heavy goods vehicle or any other goods vehicle with three or more axles travelling to or from the Site for the purposes of the Development;

"HGV Movement" means either the movement of an HGV into the Site or out of the Site (and the expression **"Traffic Movements"** shall have a corresponding meaning) so that the movement of one HGV into the Site and one HGV out of the Site will be regarded as two HGV Movements;

"HGV Route 1" means the HGV route from the Junction 23 of the M5 motorway via the A38 Bristol Road, The Drove, the Northern Distributor Road (NDR), the A39, High Street in Cannington, and the C182 to the Site shown coloured green on Plan 9 annexed to this Deed labelled **"HGV Routes"** attached to this Deed or such other route as may be approved by the County Council in consultation with West Somerset Council and Sedgemoor Council from time to time;

"HGV Route 2" means the HGV route from the Junction 24 of the M5 motorway via the A38 Taunton Road, the A39, High Street in Cannington and the C182 to the Site shown coloured red and labelled **"HGV Routes"** on Plan 9 annexed to this Deed or such other

route as may be approved by the County Council in consultation with West Somerset Council and Sedgemoor Council from time to time;

"Highway Improvements" means collectively or individually as the context so requires the A39 Broadway/A38 Taunton Road Junction Improvement Works, the works comprised in the Cannington Traffic Calming Measures and C182 Farringdon Hill Lane, Horse Crossing Community Impact Mitigation Package, the A39 New Road/B3339 Sandford Hill Roundabout Works and the Washford Cross Roundabout Works;

"Overarching Method Statement" means a statement approved by the County Council setting out the overall approach to undertaking the inspection of the Structures as attached at Annex 8 to this Deed;

"Principal Inspection Survey" means a close examination, within touching distance, of all inspectable parts of the Structures in order to provide information on the physical condition of all inspectable parts of the Structures using a method statement to be agreed between NNB GenCo and the County Council;

"S278 Agreement" means an agreement or agreements to be made with the County Council pursuant to inter alia section 278 of the Highways Act 1980 (and so far as required for works outside the existing highway boundary also made under section 38 of the Highways Act 1980);

"Structures" means the bridges, culverts and other highway structures listed in Annex 7 to this Deed;

"Traffic Monitoring and Management System" means the traffic monitoring and management system approved pursuant to condition SP26 of the Planning Permission;

"Transport Co-ordinator" means the transport co-ordinator identified in the Travel Plan;

"Transport Steering Group" means the group to be established pursuant to paragraph 7 to liaise in respect of sustainable transport in relation to the Development;

"Transport Steering Group Contribution" means the aggregate of the amounts payable by NNB GenCo pursuant to paragraph 6, being **£315,000**;

"Travel Plan" means the travel plan approved pursuant to condition FP10 of the Planning Permission;

"Washford Cross Roundabout Works" means the provision of a roundabout at the junction of A39 and B3190; and

"Washford Cross Roundabout Works Contribution" means the sum of **£850,000** potentially payable by NNB GenCo pursuant to paragraph 2.1.3(B).

2. HIGHWAY IMPROVEMENTS

2.1 Washford Cross Roundabout Works

2.1.1 NNB GenCo shall not Implement Phase 2 unless a scheme for the Washford Cross Roundabout Works has been submitted to and approved by the County Council in consultation with West Somerset Council.

2.1.2 NNB GenCo shall use Reasonable Endeavours to secure access to the third party land and/or to obtain the third party consents required to be able to carry out and complete the Washford Cross Roundabout Works in accordance with the scheme approved pursuant to paragraph 2.1.1 prior to completion of Phase 2 or by such later date as may be agreed by West Somerset Council and the County Council.

2.1.3 In the event that NNB GenCo is unable to secure access to the third party land and/or to obtain the third party consents required to be able to carry out and complete the Washford Cross Roundabout Works in accordance with the scheme approved pursuant to paragraph 2.1.1 prior to completion of Phase 2 or by such later date as may be agreed by West Somerset Council and the County Council (despite NNB GenCo having used Reasonable Endeavours to do so pursuant to paragraph 2.1.2), then NNB GenCo shall either:

(A) carry out and complete the Washford Cross Roundabout Works in accordance with the scheme approved pursuant to paragraph 2.1.1 prior to the operation of the park and ride site near Williton proposed to be constructed pursuant to the Development Consent Order (if granted); or

(B) at NNB GenCo's discretion but subject to the County Council's agreement to accept such contribution, pay to the County Council the Washford Cross Roundabout Works Contribution to be applied by the County Council to carry out and complete the Washford Cross Roundabout Works in accordance with the scheme approved pursuant to paragraph 2.1.1, subject to the County Council obtaining compulsory purchase powers if necessary to enable it to carry out and complete the Washford Cross Roundabout Works as soon as reasonably practicable.

2.2 A39 New Road/B3339 Sandford Hill Roundabout Works

2.2.1 NNB GenCo shall not Implement Phase 2 unless a scheme for the A39 New Road/B3339 Sandford Hill Roundabout Works to be carried out and completed entirely on existing highway land has been submitted to and approved by the County Council in consultation with West Somerset Council and Sedgemoor Council.

2.2.2 NNB GenCo shall carry out and complete the A39 New Road/B3339 Sandford Hill Roundabout Works in accordance with the scheme approved pursuant to paragraph 2.2.1 within 9 months of Commencement of Phase 2 or by such later date as may be agreed by Sedgemoor Council and the County Council.

2.3 A39 Broadway/A38 Taunton Road Junction Improvement Works

2.3.1 NNB GenCo shall not Commence Phase 1 unless a scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works has been submitted to the County Council for approval.

2.3.2 NNB GenCo shall use reasonable endeavours to agree a scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works with the County Council as soon as practicable following submission.

- 2.3.3 NNB GenCo shall not Implement Phase 2 unless a scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works has been approved by the County Council in consultation with Sedgemoor Council.
- 2.3.4 Where the scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works approved by the County Council pursuant to paragraph 2.3.3 can be carried out and completed entirely on existing highway land then NNB GenCo shall carry out and complete the A39 Broadway/A38 Taunton Road Junction Improvement in accordance with the scheme approved pursuant to paragraph 2.3.3 within 6 months of Commencement of Phase 2 or by such later date as may be agreed by Sedgemoor Council and the County Council.
- 2.3.5 Where the scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works approved by the County Council pursuant to paragraph 2.3.3 cannot be carried out and completed entirely on existing highway land then NNB GenCo shall not Implement Phase 2 unless an interim scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works to be carried out and completed entirely on existing highway land has been submitted to and approved by the County Council in consultation with Sedgemoor Council.
- 2.3.6 Where an interim scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works to be carried out and completed entirely on existing highway land has been approved by the County Council in consultation with Sedgemoor Council pursuant to paragraph 2.3.5 then NNB GenCo shall carry out and complete such interim scheme prior to completion of Phase 2 or by such later date as may be agreed by Sedgemoor Council and the County Council.
- 2.3.7 Where an interim scheme for the A39 Broadway/A38 Taunton Road Junction Improvement Works has been carried out and completed by NNB GenCo pursuant to paragraph 2.3.6, then NNB GenCo shall submit a scheme for such additional works to the A39 Broadway/A38 Taunton Road junction as may reasonably be required (if any) to mitigate the impacts of the Development and/or other elements of the Project (if permitted) to the County Council for approval in consultation with Sedgemoor Council and shall use Reasonable Endeavours to secure access to any third party land and/or to obtain any third party consents required to be able to carry out and complete such additional works and subject to obtaining such access and/or consents shall carry out and complete the additional works as soon as practicable in accordance with the proposed timetable for the Project (if permitted).
- 2.3.8 NNB GenCo's obligations pursuant to paragraph 2.3.7 shall cease upon the grant of a Development Consent Order.
- 2.4 Cannington Traffic Calming Measures and C182 Farrington Hill Lane, Horse Crossing Community Impact Mitigation Package**
- 2.4.1 NNB GenCo shall not Implement Phase 2 unless a scheme for the Cannington Traffic Calming Measures and C182 Farrington Hill Lane, Horse Crossing Community Impact Mitigation Package to be carried out and completed entirely on existing highway land has been submitted to and approved by the County Council in consultation with Sedgemoor Council.

2.4.2 NNB GenCo shall carry out and complete the Cannington Traffic Calming Measures and C182 Farringdon Hill Lane, Horse Crossing Community Impact Mitigation Package in accordance with the scheme approved pursuant to paragraph 2.4.1 prior to Commencement of Phase 2 or by such later date as may be agreed by Sedgemoor Council and the County Council.

2.5 Section 278 Agreements

2.5.1 NNB GenCo's obligations to carry out works on highway land pursuant to this paragraph 2 shall in each case be subject to a S278 Agreement being entered into in relation to the relevant works or the County Council having otherwise lawfully authorised NNB GenCo to enter upon the relevant highway to carry out such works.

3. HIGHWAY CONDITION SURVEYS

3.1 NNB GenCo shall not Implement Phase 2 until baseline deflectograph condition surveys on HGV Route 1 and HGV Route 2 have been carried out and submitted to the County Council.

3.2 NNB GenCo shall carry out final deflectograph condition surveys on HGV Route 1 and HGV Route 2 and submit them to the County Council:

3.1.1 within 3 months of completion of Phase 2; and

3.1.2 within 3 months of completion of the Reinstatement Works.

3.3 In the event that the final deflectograph condition surveys reveal a deterioration in HGV Route 1 or HGV Route 2 compared to the baseline deflectograph condition surveys using criteria to be agreed between NNB GenCo and the County Council, then subject to paragraph 8.1 NNB GenCo shall pay to the County Council such amount as is required (in the reasonable opinion of the County Council following consultation with NNB GenCo) to reinstate those highways to their former condition.

4. HIGHWAY STRUCTURES SURVEYS

4.1 NNB GenCo shall carry out a Principal Inspection Survey in accordance with the Overarching Method Statement prior to the Implementation of Phase 1.

4.2 NNB GenCo shall provide the results of the Principal Inspection Survey to the County Council within 5 weeks of completion of the Principal Inspection Survey.

4.3 NNB GenCo shall apply to the County Council for the movement on the public highway of all Abnormal Indivisible Loads required for the Development and shall not use the Structures to move any Abnormal Indivisible Loads on the public highway unless approval has been given by the County Council.

4.4 In the event that the County Council will not approve an application for the movement of an Abnormal Indivisible Load unless an assessment of the Structures is carried out then NNB GenCo shall carry out such structural assessment in accordance with a method statement approved by the County Council and shall provide the results of the structural assessment to the County Council within 5 weeks of completion of the structural assessment.

4.5 In the event that the results of the structural assessment demonstrate that strengthening works to the Structures are required before the movement of the relevant Abnormal Indivisible Load, then subject to paragraph 8.1 NNB shall design the strengthening works and shall either carry out and complete those works itself in accordance with the design as approved by the County Council or shall pay to the County Council such sum as is reasonably required for the County Council to carry out and complete the strengthening works in either case prior to the movement of the relevant Abnormal Indivisible Load **PROVIDED THAT** NNB GenCo shall only be liable for strengthening works necessary as a result of traffic directly related to the Development.

4.6 NNB GenCo shall carry out a General Inspection Survey every two years from the Principal Inspection Survey until the completion of Phase 4 and a final Principal Inspection Survey after the completion of Phase 4 and shall provide the results to the County Council on each occasion **PROVIDED THAT** no General Inspection Surveys nor the final Principal Inspection Survey shall be required to be carried out after the end of Phase 2 if the Development Consent Order has been granted.

4.7 In the event that the results of any General Inspection Survey or the final Principal Inspection Survey demonstrate that maintenance works to the Structures are required, then subject to paragraph 8.1 NNB GenCo shall within 5 weeks of the date of the relevant General Inspection Survey or Principal Inspection Survey submit to the County Council for approval the proposed design for the maintenance works and shall either carry out and complete those works itself in accordance with the design as approved by the County Council or shall pay to the County Council such sum as is reasonably required for the County Council to carry out and complete the maintenance works in either case as soon as reasonably practicable **PROVIDED THAT** NNB GenCo shall only be liable for maintenance works necessary as a result of traffic directly related to the Development AND in the event that NNB GenCo does not begin the maintenance works within 2 months of approval of their design by the County Council (save where NNB GenCo has been unable to begin the works because it has not been authorised to enter the public highway to do so or otherwise for reasons beyond NNB GenCo's control), NNB GenCo shall pay to the County Council within 30 days of written demand the sum reasonably required for the County Council to carry out and complete the maintenance works.

5. TRAVEL PLAN CONTINGENCY PAYMENT

5.1 In the event that the mode share or other relevant targets in either the Construction Traffic Management Plan or the Travel Plan are not achieved, then subject to paragraph 8.2 and the following provisions of this paragraph 5, NNB GenCo in consultation with the County Council shall within 4 weeks of the relevant target not being achieved (or such other period as the County Council may approve) propose mitigation measures (including a programme for delivery) to address the impact of the shortfall against such targets to the Transport Steering Group for agreement.

5.2 Any mitigation measures proposed by NNB GenCo pursuant to paragraph 5.1 or by the County Council or West Somerset Council pursuant to paragraph 5.4 to the Transport Steering Group shall include a detailed estimate of the costs of the proposed mitigation measures, such estimate to include the costs of designing those mitigation measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the proposed mitigation measures.

- 5.3 Subject to paragraph 8.2, where proposed mitigation measures are approved by the Transport Steering Group pursuant to paragraph 5.1, NNB GenCo shall at its own expense implement such measures in accordance with the delivery programme and detailed costs estimate approved by the Transport Steering Group.
- 5.4 In the event that NNB GenCo does not submit proposed mitigation measures to the Transport Steering Group in accordance with paragraph 5.1, then the County Council or West Somerset Council may instead submit proposed mitigation measures to the Transport Steering Group for approval (together with a programme for delivery and a detailed estimate of the costs of the proposed mitigation measures in accordance with paragraph 5.2) and if approved by the Transport Steering Group those mitigation measures shall subject to paragraph 8.2 be implemented by NNB GenCo in accordance with paragraph 5.3 **PROVIDED THAT** nothing in paragraphs 5.1 to 5.3 shall limit the County Council's or West Somerset Council's rights or powers to take immediate remedial action (including without consulting the Transport Steering Group) should real time monitoring data provide reasonable evidence that immediate remedial action is reasonably required prior to the next scheduled meeting of the Transport Steering Group and in such instances:
- 5.4.1 the County Council or West Somerset Council (as the case may be) will inform the Transport Steering Group of such remedial action and the evidence therefor as soon as is practically possible; and
- 5.4.2 if the Transport Steering Group endorses such remedial action and the cost thereof, NNB GenCo shall (subject to paragraph 8.2) within 10 days of written demand pay to the County Council or West Somerset Council (as the case may be) the reasonable cost of implementing the remedial action.
- 5.5 Mitigation measures and remedial action shall only be carried out or funded by NNB GenCo pursuant to paragraph 5.4 where the mitigation measures or remedial action are consistent with achieving the objectives or targets of the Construction Traffic Management Plan and the Travel Plan.

6. TRANSPORT STEERING GROUP CONTRIBUTION

- 6.1 NNB GenCo shall pay to the County Council:
- 6.1.1 the sum of £63,000 prior to the Implementation of Phase 1 and shall not Implement Phase 1 unless that sum has been paid; and
- 6.1.2 the sum of £63,000 prior to the first anniversary of Implementation of Phase 1.
- 6.2 In the event only that the Reinstatement Works are to be carried out pursuant to condition R1 of the Planning Permission, NNB GenCo shall pay to the County Council:
- 6.2.1 the sum of £63,000 prior to the Implementation of the Reinstatement Works and shall not Implement the Reinstatement Works until that sum has been paid;
- 6.2.2 the sum of £63,000 prior to the first anniversary of the Implementation of the Reinstatement Works; and
- 6.2.3 the sum of £63,000 prior to the second anniversary of the Implementation of the Reinstatement Works.

7. TRANSPORT STEERING GROUP

7.1 The Transport Steering Group shall comprise:

- 7.1.1 one representative to be nominated by the County Council;
- 7.1.2 one representative to be nominated by West Somerset Council;
- 7.1.3 one representative to be nominated by Sedgemoor Council;
- 7.1.4 one representative to be nominated by the Highways Agency;
- 7.1.5 one representative to be nominated by NNB GenCo in relation to site matters;
- 7.1.6 one representative to be nominated by NNB GenCo in relation to planning matters;
- 7.1.7 the Transport Co-ordinator; and

or such alternates as may be nominated by those representatives from time to time.

7.2 NNB GenCo shall provide appropriate persons to attend each meeting of the Transport Steering Group.

7.3 The Transport Steering Group shall meet every three months from the Implementation of the Development in a convenient location in Somerset to be agreed between members of the Transport Steering Group, or more frequently where agreed by NNB GenCo and the Councils.

7.4 The Transport Steering Group shall:

- 7.4.1 monitor the implementation of and compliance by NNB GenCo of all transport related matters and actions included in the Construction Traffic Management Plan and the Traffic Monitoring and Management System and the Travel Plan and recommend action to the County Council as highway authority and West Somerset Council where considered reasonably necessary;
- 7.4.2 discuss with and advise NNB GenCo as to how implementation and compliance with the provisions of this Schedule 16 could be improved where considered reasonably necessary;
- 7.4.3 monitor the compliance with and achievement of mode share targets in the Construction Traffic Management Plan and those in the Travel Plan and the need for, form of and timing of measures to improve such performance and recommend action to the County Council as highway authority and West Somerset Council where considered reasonably necessary;
- 7.4.4 be quorate if at least one member of each of the participating organisations is present;
- 7.4.5 be chaired by the County Council's representative; and
- 7.4.6 operate on a majority voting basis with each member of the Transport Steering Group present at a Transport Steering Group meeting having only one vote each.

7.5 The County Council covenants to apply payments received pursuant to paragraph 6 only for the purpose of funding mitigation measures approved by the Transport Steering Group.

7.6 Nothing in this Schedule 16 shall limit the County Council's or West Somerset Council's rights or powers to take immediate action (including without consulting the Transport Steering Group) should real time monitoring data provide reasonable evidence that immediate remedial action is required prior to the next scheduled meeting of the Transport Steering Group and in such instances the Transport Steering Group will be informed of such actions and evidence as soon as is practically possible.

8. MAXIMUM LIABILITY OF NNB GENCO

8.1 The maximum liability of NNB GenCo pursuant to paragraphs 3 and 4 of this Schedule 16 is **£2,330,000** Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

8.2 The maximum liability of NNB GenCo pursuant to paragraph 5 of this Schedule 16 is **£836,000** Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

8.3 The maximum liability of NNB GenCo pursuant to paragraph 6 of this Schedule 16 is **£315,000**, being the total amount of the Transport Steering Group Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.

SCHEDULE 17 – SITE REINSTATEMENT WORKS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Bank" means a bank incorporated under the laws of England and Wales, Scotland or Northern Ireland or which has a branch registered in such jurisdictions and which has Investment Grade Rating;

"Bond" means a financial bond (or separate bonds) from a Bank (or Banks) to be provided for a period of 364 days in substantially the form annexed at Annex 9 to this Deed and for an amount determined in accordance with paragraph 2 of this Schedule;

"CDM Regulations" means the Construction (Design and Management) Regulations 2007;

"Contamination" means any substance or organism which alone or in combination with others may cause harm or damage to the environment, human health and safety, flora or fauna and/or pollution of controlled water (as more particularly referred to in section 78(A) of the Environmental Protection Act 1990), and includes:

- (a) any actual or threatened emissions, seepages, discharges, escapes, releases or leaks of pollutants, contaminants or toxic materials;
- (b) any hazardous or toxic materials, pollutants, contaminants and substances; and
- (c) any discarded, unwanted, broken, spoiled or surplus substance, material or article (including any waste as defined in the Environmental Protection Act 1990)

which are in, on or under the Site;

"Costs Estimate" means a written estimate of the cost of carrying out and completing the Reinstatement Works (including a reasonable contingency in accordance with commercially prudent practice) in accordance with a joint instruction provided by NNB GenCo and West Somerset Council;

"Credit Rating" means, in relation to any entity and at any particular time, the long term senior unsecured debt instrument rating or the individual corporate rating assigned to that entity by each of the Rating Agencies;

"Escrow" means an escrow sum to be provided in accordance with the Escrow Agreement and for an amount determined in accordance with paragraph 2 of this Schedule;

"Escrow Agreement" means an agreement substantially in the form annexed at Annex 10 to this Deed;

"Investment Grade Rating" means a Credit Rating:

- (a) of at least BBB- with Standard & Poor's; or
- (b) of at least Baa3 with Moody's;

"Land Condition Statement" means the document of that name recording the condition of those parts of the Site which are owned freehold by the Fairfield Estate prepared by AMEC and agreed between EDF Energy and the Fairfield Estate and dated March 2011;

"Land Restoration Scheme" means a scheme for the restoration and/or reinstatement of those parts of the Site which are owned freehold by the Fairfield Estate to a condition suitable for agricultural use which shall include the following:

- (a) topographical contours and drainage requirements to which the relevant land is to be restored and/or reinstated;
- (b) an appropriate field drainage system sufficient to allow the relevant land to be properly used for agricultural purposes (whether for arable or grazing) or any other use agreed between the Fairfield Estate and West Somerset Council as part of the scheme;
- (c) such stipulations as the Fairfield Estate (acting reasonably) requires as to the location of hedges, stock proof fencing and gates to enclose the relevant land or any part of it required by the Fairfield Estate to be fenced or secured;
- (d) the relevant land shall be suitable (as to whole or part) either for grazing of livestock, growing of cereal crops and grassland as may be reasonably specified by the Fairfield Estate or for use as an ecology area or natural habitat (as contemplated below);
- (e) the replacement of the top soil of a quality appropriate to the state and condition and purposes to or for which the relevant land is to be restored and/or reinstated;
- (f) arrangements for the reinstatement of the coastal path which is at the date of this Deed a public right of way;
- (g) the scheme shall not require the replacement of any dilapidated barns that have been demolished;
- (h) if requested by the Fairfield Estate (and subject to obtaining any necessary approvals from the local planning authority or other competent authority) the proposed use of the relevant land may be (as to whole or part) as an ecology area or other natural habitat so long as the cost of restoration of the relevant land for such proposed use does not exceed to a material extent the cost of restoration for agricultural use unless the Fairfield Estate agrees to pay the excess cost as previously agreed between the Fairfield Estate and West Somerset Council (acting reasonably);

"Leases" means together the Operational Leases and the Preliminary Works Leases;

"Lease Obligations" means those covenants and conditions on the part of the tenant contained in the extracted clauses from the Preliminary Works Leases annexed at Annex 12 to this Deed;

"Moody's" means Moody's Investors Service, Inc (or its successor rating business);

"NGL Consents" means:

- (a) the consent of the Office for Nuclear Regulation under the Nuclear Site Licence;

- (b) the consent of Nuclear Liabilities Fund Limited pursuant to the debenture made on 14 January 2005 (and amended and restated on 5 January 2009);
- (c) the consent of Magnox Limited pursuant to the NSLNSA; and
- (d) the consent of the Secretary of State pursuant to the option agreement made on 14 January 2005 (and amended and restated on 5 January 2009);

"NSLNSA" means the nuclear site licensees nuclear safety agreement between Magnox (1) and NGL (2) replicated from the agreement of 22 April 1996 and made between Magnox Electric plc (1) the Landlord (then known as Nuclear Electric Limited) (2) such replication having been effected under the terms of the nuclear transfer scheme dated 29 September 2008 made in accordance with section 40 of the Energy Act 2004;

"Nuclear Safety Co-operation Agreements" means any agreements to be completed between NNB GenCo and any parties holding a nuclear site licence on land adjoining the Site relating to the operation of adjacent nuclear sites;

"Nuclear Site Licence" means any nuclear site licence for the Site or any part thereof together with other land granted pursuant to the Nuclear Installations Act 1965;

"OCNS" means the Office for Civil Nuclear Security, or any body having responsibility for civil nuclear security in the United Kingdom or any part thereof which replaces the same from time to time;

"Operational Leases" means together the two 999 year leases which it is currently intended will be granted to NNB GenCo by EDF Energy and NGL following the grant of the Development Consent Order and the terms of such leases shall not (as compared to the Preliminary Works Leases) prevent or make it more onerous for West Somerset Council to carry out the Reinstatement Works;

"Preliminary Works Leases" means together the lease and the three underleases pursuant to which NNB GenCo has an interest in the Site and the lease of part of the Site due to be granted by NGL to NNB GenCo on or around the date hereof (such lease being substantially in the form as disclosed to West Somerset Council and which shall not prevent or make it more onerous for West Somerset Council to carry out the Reinstatement Works) and the associated deed of indemnity, each as referred to in Recital G of this Deed;

"Rating Agencies" means Moody's and Standard & Poor's, each a "Rating Agency";

"Security Determination Date" means the earliest of:

- (a) the date on which one of the nuclear reactors authorised by the Development Consent Order has been substantially completed and is producing electricity; and
- (b) the date of completion of the Reinstatement Works;

"Security Plan" means NNB GenCo's or NGL's security plan as approved by the OCNS;

"Standard & Poor's" means Standard & Poor's Rating Services (or its successor rating business); and

"Surveyor" means an independent quantity surveyor of at least 10 years' experience who has specialist knowledge of large scale earthworks and restoration schemes, having due regard to the scope of the Reinstatement Works.

2. SECURITY

- 2.1 NNB GenCo covenants with West Somerset Council that it shall not Implement Phase 2 unless a Bond or Bonds or an Escrow (in NNB GenCo's absolute discretion) has been put in place for a sum of (or sums totalling) **£63,000,000**.
- 2.2 NNB GenCo covenants with West Somerset Council not to excavate more than 1,500,000 cubic metres of soil and/or rock at the Site before complying with paragraph 2.4.
- 2.3 NNB GenCo shall keep records as to the amount of soil and/or rock excavated and shall provide West Somerset Council with details of such amounts when reasonably requested by West Somerset Council to do so.
- 2.4 At any time prior to the earlier of more than 1,500,000 cubic metres of soil and/or rock being excavated at the Site or the expiration of 12 months from the Implementation of Phase 2 of the Development, NNB GenCo covenants that it will instruct a Surveyor (jointly with West Somerset Council at no cost to West Somerset Council) to provide a Costs Estimate as soon as reasonably practicable and within 45 days (and in the event that the terms of such joint appointment cannot be agreed between NNB GenCo and West Somerset Council within 28 days of either party proposing the terms of such instruction, the matter shall be deemed a Dispute and shall be determined in accordance with clause 12) and if such Costs Estimate is more than £63,000,000 then prior to more than 1,500,000 cubic metres of soil and/or rock being excavated at the Site the amount of the Bond or Bonds or Escrow in place at that time shall subject to paragraph 2.6 be increased by NNB GenCo to the amount of the Costs Estimate but shall otherwise remain at £63,000,000.
- 2.5 On each anniversary of the provision of the Costs Estimate until the Security Determination Date the amount of the Bond or Bonds or Escrow in place at that time shall subject to paragraph 2.6 be adjusted by reference to increases in the Tender Price Index in accordance with the following formula:

$$\begin{array}{l} \text{Revised amount of} \\ \text{Escrow/Bond} \end{array} = \begin{array}{l} \text{Existing Amount of} \\ \text{Escrow/Bond Sum} \\ \text{as at relevant} \\ \text{anniversary} \end{array} \times \begin{array}{l} \text{(Index at Payment} \\ \text{Date/Index at today's} \\ \text{date)} \end{array}$$

- 2.6 Following the grant of any Development Consent Order, West Somerset Council and NNB GenCo agree that:

2.6.1 on the provision of the Costs Estimate pursuant to paragraph 3.4 (if not already provided); and

2.6.2 on each anniversary of the provision of the Costs Estimate,

the amount of the Bond or Bonds or Escrow in place at those times shall be decreased by the amount of any other security provided by NNB GenCo in respect of the restoration or reinstatement of the Site in respect only of the Development as required by that Development Consent Order (it being acknowledged that such restoration or reinstatement

may be part of the restoration or reinstatement of the wider restoration of the land and/or watercourses of which the Site forms part).

2.7 Until the Security Determination Date:

2.7.1 NNB GenCo covenants with West Somerset Council that no less than 30 days prior to the expiry of any Bond or Bonds provided pursuant to paragraph 2.1 a replacement Bond or Bonds or Escrow (in NNB GenCo's absolute discretion) shall be provided for a sum of not less than the current amount of the Bond or Bonds or Escrow respectively as at that date (excluding any interest accrued) taking into account the effect of paragraphs 2.4 and 2.5 as applicable on such amount; and

2.7.2 West Somerset Council agrees that NNB GenCo may at any time replace any Escrow with a Bond or Bonds or any Bond or Bonds with an Escrow for a sum of not less than the current amount of the Escrow or Bonds (as relevant) as at that date (excluding any interest accrued).

2.8 West Somerset Council covenants with NNB GenCo that:

2.8.1 upon provision of a replacement Bond or Escrow for a sum of not less than the current amount of the Bond or Bonds as at that date taking into account the effect of paragraphs 2.4 and 2.5 as applicable on such amount (excluding any interest accrued); and

2.8.2 upon the Security Determination Date,

it shall release the Bank and NNB GenCo from all liabilities under the Bond or Bonds in place up to that time and that on the Security Determination Date NNB GenCo's obligations under paragraphs 2.1 to 2.7 inclusive shall cease and determine.

2.9 NNB GenCo shall notify the occurrence of the Security Determination Date to West Somerset Council and the Fairfield Estate in writing, provided that such notification shall not of itself mean that the Security Determination Date has occurred.

3. CARRYING OUT OF REINSTATEMENT WORKS BY WEST SOMERSET COUNCIL

3.1 In the event that NNB GenCo is in breach of its obligation to carry out the Reinstatement Works and West Somerset Council has given NNB GenCo not less than 6 months' written notice of its intention to carry out the Reinstatement Works itself and:

3.1.1 NNB GenCo does not within that 6 month period:

(A) provide West Somerset Council with written notice of its intention to commence within that same period the Reinstatement Works and thereafter to carry out and complete the Reinstatement Works; and

(B) actually commence the Reinstatement Works; or

3.1.2 NNB GenCo does not carry out and complete the Reinstatement Works within three years from the date of West Somerset Council's notice; or

3.1.3 following receipt of West Somerset Council's notice NNB GenCo has commenced the Reinstatement Works but there is subsequently a period of inactivity of longer than 12 months in the carrying out of the Reinstatement Works and as a result of which there is no reasonable prospect of the Reinstatement Works being completed within three years from the date of West Somerset Council's notice,

then West Somerset Council shall have the right to commence, carry out and complete the Reinstatement Works itself and West Somerset Council shall use best endeavours to commence, carry out and complete the Reinstatement Works itself **PROVIDED THAT** (i) West Somerset Council shall only be responsible to a limit of the current amount of the Bond or Bonds or Escrow for such purposes in place at the time and (ii) it is not clearly and manifestly incompatible with the proper planning of the area at the relevant time for the Reinstatement Works to be carried out and completed by West Somerset Council.

3.2 In the event that West Somerset Council exercises its right under paragraph 3.1 to carry out the Reinstatement Works EDF Energy, NGL and the Fairfield Estate acknowledge that such entry on to the Site by West Somerset Council and its remaining on the Site (with such vehicles and equipment as may be required) in compliance with the provisions of this Schedule 17 constitutes a sharing of occupation by NNB GenCo with a contractor as permitted under the Preliminary Works Leases and NNB GenCo hereby gives West Somerset Council licence to enter onto and remain on the Site as its contractor to carry out and complete the Reinstatement Works pursuant to paragraph 3.1 (and NNB GenCo acknowledges that such entry by West Somerset Council as contractor does not require West Somerset Council to enter into any further works contract or other contract with NNB GenCo nor will West Somerset Council owe any duty of care or warranty to NNB GenCo with regard to the carrying out and completion of the Reinstatement Works save as provided in this Schedule 17).

3.3 EDF Energy, NGL and the Fairfield Estate agree and accept that the Reinstatement Works comprise part of the Preliminary Works (as this term is defined in the Preliminary Works Leases).

3.4 West Somerset Council acknowledges that when carrying out the Reinstatement Works:

3.4.1 it shall use the Site as licensee and no relationship of landlord and tenant is created between NNB GenCo or the Fairfield Estate and West Somerset Council by this Deed;

3.4.2 NNB GenCo and the Fairfield Estate shall retain control and ownership of the Site (as set out in the recitals to this Deed) and West Somerset Council has no right to exclude NNB GenCo or the Fairfield Estate from the Site; and

3.4.3 EDF Energy, NGL and the Fairfield Estate shall be entitled to enter the Site pursuant to the Leases,

PROVIDED ALWAYS that EDF Energy, NNB GenCo, NGL and the Fairfield Estate shall not prevent the exercise by West Somerset Council of the right under paragraph 3.1 of this Schedule save to the extent that West Somerset Council fails to comply with paragraphs 3.5, 3.6, 3.7, 3.8, 3.9 and 3.10 of this Schedule or save to the extent that exercise of the right would constitute a breach of the Nuclear Site Licence.

3.5 In exercise of its rights under paragraph 3.1 of this Schedule, West Somerset Council shall not by any default, act or omission put NNB GenCo, NGL, EDF Energy or Fairfield Estate (in respect of NGL, EDF Energy or the Fairfield Estate in respect of the matters in paragraph 3.5.2 only) in breach of any of:

3.5.1 the Preliminary Works Leases and/or the Operational Leases (so far as they are in force) and the relevant provisions of which have been notified to West Somerset Council in writing; and

3.5.2 any matters to which the title of the Site is subject as at the date of this Deed;

or render NNB GenCo or NGL or Fairfield Estate liable to pay any damages, costs, expenses and/or other compensation of whatever nature (including legal expenses) thereunder.

3.6 In the event that West Somerset Council carries out the Reinstatement Works pursuant to paragraph 3.1 and at the date when West Somerset Council commences the Reinstatement Works a scheme for the restoration and/or reinstatement of the Site has previously been submitted by NNB GenCo and approved by West Somerset Council pursuant to condition R1 of the Planning Permission, West Somerset Council shall (using the Bond and/or Escrow in place as applicable, though it shall not be obliged to do so) carry out the Reinstatement Works in accordance with such approved scheme.

3.7 In the event that on the date on which the first of the events in paragraph 3.1 occurs:

(a) no scheme for the restoration and/or reinstatement of the Site has been submitted by NNB GenCo or approved pursuant to condition R1 of the Planning Permission; and

(b) West Somerset Council intends to carry out the Reinstatement Works in accordance with paragraph 3.1,

then West Somerset Council and the Fairfield Estate shall seek to agree a Land Restoration Scheme which shall be submitted as soon as reasonably practicable thereafter by West Somerset Council (using the Bond and/or Escrow in place as applicable, though it shall not be obliged to do so) to West Somerset Council for approval (pursuant to West Somerset Council's usual planning procedures) pursuant to condition R1 of the Planning Permission.

3.8 In the event that the Land Restoration Scheme submitted pursuant to paragraph 3.7 is not approved by West Somerset Council for the purposes of condition R1 of the Planning Permission (pursuant to West Somerset Council's usual planning procedures) West Somerset Council and the Fairfield Estate shall seek to agree an alternative Land Restoration Scheme which shall be submitted as soon as reasonably practicable thereafter by West Somerset Council (using the Bond and/or Escrow in place as applicable, though it shall not be obliged to do so) to West Somerset Council for approval (pursuant to West Somerset Council's usual planning procedures) pursuant to condition R1 of the Planning Permission.

3.9 In the event that West Somerset Council and the Fairfield Estate have not agreed a Land Restoration Scheme within 6 months of the occurrence of the first of the events set out in paragraph 3.1 (or such longer period as may be agreed between West Somerset Council and the Fairfield Estate), West Somerset Council shall (using the Bond and/or Escrow in place as applicable, though it shall not be obliged to do so) as soon as reasonably

practicable thereafter submit a scheme for approval (pursuant to West Somerset Council's usual planning procedures) pursuant to condition R1 of the Planning Permission which provides for the restoration and/or reinstatement of the Site to its pre-development condition as evidenced by the Land Condition Statement (but such scheme shall include an appropriate field drainage system sufficient to allow the Site to be properly used for agricultural purposes (whether for arable or grazing) and shall not require West Somerset Council to replace any dilapidated barns that have been demolished).

- 3.10 If West Somerset Council enters the Site pursuant to paragraph 3.1, West Somerset Council shall:
- 3.10.1 observe and perform the relevant Lease Obligations on the part of the tenant;
 - 3.10.2 comply with all applicable safety regulations and NNB GenCo's site safety requirements as notified to West Somerset Council;
 - 3.10.3 comply with NNB GenCo and NGL's site emergency arrangements as notified to West Somerset Council including participating in emergency exercises;
 - 3.10.4 take care for the safety of all persons entitled to be on the Site, including by the provision of all safety notices and safety equipment required by relevant laws and regulations for the Reinstatement Works;
 - 3.10.5 provide fencing, lighting and other facilities as described in NNB GenCo's site safety requirements for the Reinstatement Works until completion and notified to West Somerset Council;
 - 3.10.6 comply with any rule or requirement or instruction of either NNB GenCo or NGL as notified to West Somerset Council which in each case is necessary in order for NNB GenCo or NGL (as relevant) to comply with its obligations under any Nuclear Site Licence and/or the NSLNSA and/or the Security Plan and/or any Nuclear Safety Co-operation Agreements (each as notified to West Somerset Council);
 - 3.10.7 take all reasonable measures to protect the environment (both on and off the Site) and prevent Contamination and damage to people and property resulting from the carrying out of the Reinstatement Works;
 - 3.10.8 without prejudice to paragraph 3.10.7 ensure that any emissions, surface discharges and effluent from the carrying out of the Reinstatement Works shall not exceed the values indicated in NNB GenCo's health, safety and environment requirements;
 - 3.10.9 comply with the reasonable requirements of the Security Plan notified to West Somerset Council and ensure that all information in relation to the Reinstatement Works will be subject to the Security Plan;
 - 3.10.10 use reasonable endeavours to take such measures as are necessary to prevent unauthorised persons being admitted to the Site and immediately notify NGL, NNB GenCo, the OCNS and the Civil Nuclear Constabulary of any unauthorised persons on the Site;
 - 3.10.11 not without the consent of NGL or (if it holds the Nuclear Site Licence at the relevant time) NNB GenCo which consent NGL or (if it holds the Nuclear Site

Licence at the relevant time) NNB GenCo shall be entitled to withhold where (in its absolute discretion) it considers it prudent to do so having regard to the requirements of security or safety of the nuclear site take photographs of the Site or the Reinstatement Works or any part of them unless reasonably necessary to carry out and/or complete the Reinstatement Works;

- 3.10.12 promptly submit to NNB GenCo any security vetting or other information NNB GenCo requires to enable any person to be given access to the Site in connection with the Reinstatement Works and West Somerset Council acknowledges that certain individuals may not satisfy NNB GenCo's security requirements and that NNB GenCo may, at its absolute discretion, require West Somerset Council not to employ in the performance of the Reinstatement Works any individuals identified by NNB GenCo as presenting a security or other risk; and
 - 3.10.13 comply at all times with the provisions of the Health & Safety at Work etc. Act 1974 and the CDM Regulations and shall ensure that all contractors engaged in connection with the Reinstatement Works shall carry out and fulfil in all respects their respective duties under the CDM Regulations.
- 3.11 West Somerset Council shall indemnify EDF Energy, NGL and the Fairfield Estate (together the "**Owners**") against all reasonable expenses costs claims damages demands and any other liability or consequence (in each case reasonably incurred) arising out of or in respect of any breach of the obligations contained in paragraphs 3.5, 3.6, 3.7, 3.8, 3.9 and 3.10 **PROVIDED THAT:**
- 3.11.1 the Owners shall (if so reasonably required by West Somerset Council) authorise West Somerset Council (at its own expense) to negotiate a settlement of any third party claim;
 - 3.11.2 the Owners shall not settle any claim or proceedings taken against it by a third party that would require West Somerset Council to indemnify the Owners pursuant to the terms of this clause without the consent of West Somerset Council (such consent not to be unreasonably withheld or delayed); and
 - 3.11.3 the Owners shall keep West Somerset Council informed of the progress of any claim and shall take into account any reasonable representations made by West Somerset Council in negotiations with any third party to settle any claim or proceedings against the Owners.
- 3.12 In the event that West Somerset Council exercises its right under paragraph 3.1 then, following completion of the Reinstatement Works, the Council shall:
- 3.12.1 forthwith return to NNB GenCo any monies which it has obtained under the Bond or Escrow and which have not been properly used in connection with the carrying out of the Reinstatement Works; and
 - 3.12.2 as soon as reasonably practicable provide NNB GenCo with copies of audited accounts showing all payments made by the Council in connection with the Reinstatement Works.

4. ACCESS TO THE SITE FOR WEST SOMERSET COUNCIL TO CARRY OUT REINSTATEMENT WORKS UNDER THE ACCESS LICENCE

4.1 Following receipt of notice from West Somerset Council that it wishes to exercise its rights pursuant to paragraph 3.1, NGL shall use Reasonable Endeavours to obtain the NGL Consents for the grant of the Access Licence and shall notify West Somerset Council once the NGL Consents have been obtained.

4.2 NGL shall use Reasonable Endeavours to obtain the NGL Consents (to the extent that the NGL Consents are necessary at the relevant time) for the grant of the lease by NGL to NNB GenCo of the part of the Site owned with freehold title by NGL (as referred to in Recital G) and to grant the said lease to NNB GenCo as soon as possible and NNB GenCo shall notify West Somerset Council as soon as reasonably practicable after the lease has been completed.

4.3 In the event that when West Somerset Council exercises its right under paragraph 3.1 to carry out the Reinstatement Works:

4.3.1 any of the Preliminary Works Leases and/or Operational Leases are not in force and subsisting; or

4.3.2 if in force and subsisting at the Commencement of the Reinstatement Works, the Preliminary Works Leases and/or Operational Leases come to an end (for whatever reason) prior to completion of the Reinstatement Works,

then in respect of the part of the Site which is no longer subject to any of the Preliminary Works Leases and/or Operational Leases EDF Energy and/or NGL and/or the Fairfield Estate as the case may be to the extent that they have an interest in the Site hereby each agree to grant to West Somerset Council an access licence in the form set out in Annex 11 to this Deed and West Somerset Council acknowledges that it shall be reasonable for NGL:

4.3.3 to refuse to grant such licence where they are unable having used Reasonable Endeavours to do so to obtain the NGL Consents for the grant of such licence; or

4.3.4 to require that the form of access licence be amended to reflect any reasonable requirements imposed as a condition of the issue of the NGL Consents.

5. VARIATION OF NNB GENCO'S REINSTATEMENT OBLIGATIONS

5.1 NNB GenCo covenants with the Councils to comply with the reinstatement obligations as set out in conditions R1 to R6 of the draft Planning Permission annexed to this Deed as Annex 1 unless (and then only to the extent that) those reinstatement obligations are expressly varied, removed, abrogated, modified or superseded pursuant to any lawful means, in which case:

5.1.1 NNB GenCo shall comply with such reinstatement obligations as expressly varied or modified and with any replacement obligations in the event that such reinstatement obligations are superseded by replacement obligations; or

5.1.2 save in relation to any antecedent breaches, NNB GenCo shall be released from all obligations pursuant to this Schedule 17 in the event that such reinstatement obligations are entirely removed, abrogated or superseded without replacement,

and this Schedule 17 shall be deemed to be varied accordingly.

- 5.2 The parties shall enter into a deed of modification in order to give effect to such variations to this Schedule 17 as are reasonably required as a result of the reinstatement obligations being varied, removed, abrogated, modified or superseded as referred to in paragraph 5.1 subject to NNB GenCo being liable for the reasonable legal costs and expenses properly incurred by the parties in relation to agreeing and entering into such deed.
- 5.3 Any express provision of any Development Consent Order or related Development Consent Obligations (once in effect following the implementation of the development authorised by the Development Consent Order) shall in any event prevail in relation to the reinstatement obligations referred to in paragraph 5.1 and the obligations in this Schedule 17 where and to the extent that there is any incompatibility with the Planning Permission or this Deed in relation thereto.
- 5.4 In relation only to any application for or appeal in connection with an application for planning permission for the Development (other than in respect of a Development Consent Order or related Development Consent Obligations) which seeks to vary, remove, abrogate, modify or supersede the reinstatement obligations referred to in paragraph 5.1, such obligations (or relevant part thereof) shall not be varied, removed, abrogated, modified or superseded unless they no longer serve a useful purpose or such obligations (or relevant part thereof) continue to serve a useful purpose, but would serve that purpose equally well if they had effect subject to the relevant proposed variation, removal, modification or superseding provision, and then shall have effect subject to the same.
- 5.5 It is acknowledged that NNB GenCo may apply to vary, remove, abrogate, modify or supersede the reinstatement obligations referred to in paragraph 5.1 or the obligations in this Schedule 17 by a Development Consent Order or related Development Consent Obligations **PROVIDED THAT** this shall not prevent the Councils from making representations in relation to any such application made by NNB GenCo.

SCHEDULE 18 – NOISE INSULATION SCHEME

1. DEFINITIONS AND INTERPRETATIONS

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Noise Insulation Scheme" means the scheme to assist those owners of property within the eligible area to make noise insulation improvements to their windows according to the criteria set out in Annex 13 to this Deed.

2. NOISE INSULATION SCHEME

- 2.1 NNB GenCo shall implement the Noise Insulation Scheme from the Implementation of the Development throughout Phases 1 and Phase 2 of the Development.
- 2.2. NNB GenCo shall submit to West Somerset Council every six months from Implementation of the Development a report on the implementation of the Noise Insulation Scheme including information on the take up of the scheme and the number of applications that have been approved and the number that have not been approved.

SCHEDULE 19 – THE COUNCILS' GENERAL OBLIGATIONS

1. APPLICATION OF CONTRIBUTIONS

1.1 The Councils each covenant with NNB GenCo that they shall on receipt of the Contributions or other amounts from NNB GenCo place the money in an interest bearing section of the relevant Council's accounts.

1.2 The Councils each covenant with NNB GenCo that in respect of:

1.2.1 monies that each of them receive pursuant to this Deed; and

1.2.2 sums provided to each of them pursuant to a bond,

not to spend the relevant monies and not to draw down and spend the relevant bond sum other than for the purposes specified in this Deed in relation to the relevant Contribution or bond.

1.3 The Councils each covenant with NNB GenCo that they will within 6 months of Implementation of the Development and annually thereafter until the Contributions have been spent provide NNB GenCo with an annual statement setting out details of the purposes to which the monies have been applied.

1.4 Notwithstanding paragraph 1.3:

1.4.1 NNB GenCo will require the Board to establish a financial monitoring and external audit plan and shall have the right to access external audit reports in relation to the operation of the Board; and

1.4.2 NNB GenCo shall in any event have the right (at its own expense) to audit all expenditure funded from the Contributions or other amounts secured under this Deed and the Councils each covenant with NNB GenCo to provide access to all such information and evidence as may reasonably be necessary to enable NNB GenCo to carry out any such audit upon receipt of 2 months' prior notice subject to NNB GenCo agreeing the frequency and scope of such audits in advance with the Councils and **PROVIDED THAT** in default of such agreement there shall be no more than two audits in the first 12 months following the date of this Deed and no more than one audit in any subsequent 12 month period.

2. UNSPENT CONTRIBUTIONS

2.1 If any amount of money paid to the Councils under this Deed by NNB GenCo remains unspent within 5 years of the substantial completion of Phase 2 of the Development:

2.1.1 if a Development Consent Order for the Project has been granted within 5 years of the completion of Phase 2 of the Development, the Councils (or each of them) may retain that amount of money and spend or use it in accordance with the provisions of this Deed;

2.1.2 if a Development Consent Order for the Project has not been granted within 5 years of the completion of Phase 2 of the Development, the Councils (or each of them) may retain but not spend any further amount of such money (unless it has already been committed to be spent) until a Development Consent Order has been

granted for the Project except in connection with any Reinstatement Works and any impacts and mitigation measures in relation thereto; and

2.1.3 if a Development Consent Order for the Project has not been granted prior to 31 December 2025, the Councils shall repay any unspent monies to NNB GenCo or its nominee.

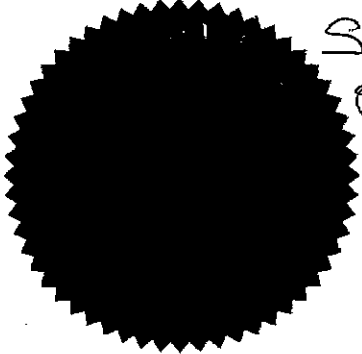
3. REGISTRATION

3.1 This Deed shall be registered by West Somerset Council promptly after the date of this Deed as a local land charge in the register of local land charges maintained by West Somerset Council.

3.2 Following the performance and satisfaction of all the obligations contained in this Deed, West Somerset Council will forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

IN WITNESS whereof this Deed has been duly executed by the parties to this Deed on the date which appears at the head of this document.

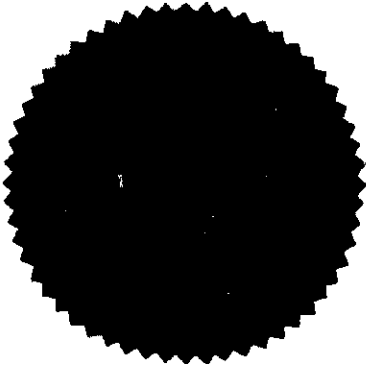
The **COMMON SEAL** of **WEST**)
SOMERSET DISTRICT COUNCIL was)
hereunto affixed in the presence of:)



Seal No
0064

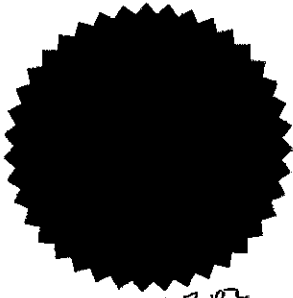
Authorised signatory

The **COMMON SEAL** of)
SOMERSET COUNTY COUNCIL was)
hereunto affixed in the presence of:)



Authorised signatory

Number in Register *22827*



4302

Authorised signatory

(The COMMON SEAL of
(SEDGEMOOR DISTRICT COUNCIL was
(hereunto affixed in the presence of:

K. Richards

(**SIGNED as a DEED by EDF**
(**DEVELOPMENT COMPANY LIMITED**
(acting by two directors or one director and
(the company secretary:

Director

[Handwritten signature]

Director/Secretary

[Handwritten signature]

R. Gwyler

(**SIGNED as a DEED by EDF ENERGY**
(**NUCLEAR GENERATION LIMITED**
(acting by one director in the presence of:

Witness

[Handwritten signature]

Witness name, address and occupation

Ch Hamid
.....
90 Whitfield St
.....
London W1
.....
solicitor
.....

EXECUTED as a DEED by ELIZABETH)
PERIAM ACLAND HOOD GASS in the)
presence of:)

Elizabeth Gass

Witness

Carrie Waller

Witness name, address and occupation

.....CAROLINE.....WALLER
SOLICITOR
c/o CLARKE WILLMOTT LLP
BLACKBROOK GATE
.....BLACKBROOK PARK AVENUE
DAUNTON
.....PA1 2PG.....

SIGNED as a DEED by NNB)
GENERATION COMPANY LIMITED)
acting by two directors or one director and)
the company secretary:)

Director

[Signature]

Director/Secretary

[Signature]

LIST OF PLANS AND ANNEXES

Plan 1	Site
Plan 2	Barns
Plan 3	Fencing in Phase 0
Plan 4	Bridgwater
Plan 5	Cannington
Plan 6	Bat Mitigation Land
Plan 7	Alternative Access Way
Plan 8	Public rights of way
Plan 9	HGV Route and HGV Route 2
Plan 10	Home-based Workers
Annex 1	Draft Planning Permission
Annex 2	Financial Contributions Table
Annex 3	Community Safety Officers
Annex 4	Costs Schedule
Annex 5	Archaeology Schedule of Works (which is the Final Draft Schedule of Works dated 5 July 2011)
Annex 6	ROW Schedule of Works
Annex 7	List of the bridges, culverts and other highway structures
Annex 8	Overarching Method Statement
Annex 9	Bond
Annex 10	Escrow Agreement
Annex 11	Form of access licence for Reinstatement Works
Annex 12	Lease Obligations
Annex 13	Noise Insulation Scheme