



**FINAL AGREED SECTION 106 AGREEMENT
RELATING TO LAND AT THE EAST NORTHANTS
RESOURCE MANAGEMENT FACILITY, STAMFORD
ROAD, NORTHAMPTONSHIRE**

PINS project reference: WS010005

PINS document reference: 6.4

July 2022



**Baddesley Colliery Offices, Main Road, Baxterley, Atherstone,
Warwickshire, CV9 2LE.**

Telephone : [REDACTED]



28th July. 2022

Agreement pursuant to Section 106 of the Town and County Planning Act
1990
relating to
land at the East Northants Resource Management Facility, Stamford Road,
Northamptonshire

North Northamptonshire Council ⁽¹⁾
Augean South Limited ⁽²⁾ and
Howard Farms Limited ⁽³⁾

DATE

28th July 2022.

PARTIES

- (1) **North Northamptonshire Council** of Sheerness House, Meadow Road, Kettering, Northamptonshire NN16 8TL (the **Council**); and
- (2) **Augean South Limited** (Company No. 04636789) whose registered office is 4 Rudgate Court, Walton, Wetherby, LS23 7BF (the **First Owner**); and
- (3) **Howard Farms Limited** (Company No. 07448588) whose registered office is West Hay Farm, Stamford Road, Kings Cliffe, Northamptonshire PE8 6XX (the **Second Owner**).

BACKGROUND

- (A) The Council is the relevant planning authority for the purposes of the 2008 Act for the area within which the Land is situated and is the authority by whom these development consent obligations are enforceable.
- (B) The Council is the successor authority to the former Northamptonshire County Council pursuant to The Northamptonshire (Structural Changes) Order 2020
- (C) The First Owner is the freehold owner of the Existing Facility under freehold title number NN252039 and has an option over the Extension Area.
- (D) The Second Owner is the freehold owner of the Extension Area under freehold title numbers NN306577 and NN306205.
- (E) The First Owner has previously been granted development consent for the Existing Facility under the Previous DCO and as part of this entered into the Existing Section 106 Agreement.
- (F) The Development includes and extends the development granted under the Previous DCO.
- (G) The First Owner submitted an Application to the Planning Inspectorate on 8 September 2021 for development consent to construct and operate the Development. The Application was accepted for examination on 24 September 2021.
- (H) If granted, the DCO will revoke and replace the Previous DCO and this Agreement will revoke and replace the Existing Section 106 Agreement.
- (I) It is intended that the First Owner will be the undertaker for the purposes of the DCO and it intends to construct and operate the Development as authorised by the DCO.
- (J) The parties to this Deed have agreed to enter into this Deed in order to secure the development consent obligations contained in this Deed.
- (K) Nothing in this Agreement constitutes an obligation to grant the DCO.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement the following terms and expressions have the respective meanings given to them unless the context otherwise requires:

1990 Act	the Town and County Planning Act 1990 (as amended).
2008 Act	the Planning Act 2008 (as amended).

Application	the application for development consent to authorise the Development on the Land made under Section 30 of the 2008 Act submitted to the Planning Inspectorate on 8 September 2021 and given reference WS010005.
Approved Group	a community group approved by the Council that demonstrates to the Council's reasonable satisfaction that: <ol style="list-style-type: none"> 1. they provide value for money; and 2. they have the potential to continue in future; and 3. they provide benefit to the community; and 4. they are accessible by the community; and 5. there is a need within the community for the facilities, schemes or services they provide.
Community Fund	the fund established by the Council pursuant to the Section 106 Agreement dated 5 November 2010 and to be used only for the Specified Purposes.
DCO	the development consent order to be made under the 2008 Act pursuant to the Application.
Development	a hazardous waste facility and associated development as listed in Schedule 1 of the DCO.
Existing Facility	the East Northants Resource Management Facility, Stamford Road, Kings Cliffe, Peterborough, PE8 6XX constructed on the land shaded yellow on the Site Plan.
Existing Section 106 Agreement	the Section 106 Agreement dated 14 January 2013 and entered into by Northamptonshire County Council (1) and Augean South Limited (2) in respect of the Previous DCO.
Extension Area	the land shaded pink on the Site Plan.
Highway Purposes	highway maintenance and improvement of Stamford Road from and including the entrance to the Existing Facility northwards to the junction between Stamford Road and the A47.
Highways Contribution	a contribution of five thousand pounds (£5,000) per year for the Highway Purposes.
Land	the land against which the obligations herein may be enforced and shown edged red on the Land Plan.
Land Plan	the plan attached to this Agreement as Appendix 1.
LLW	solid radioactive waste typically with a specific activity of 200 becquerels per gram (Bq/g).
Owners	the First Owner and Second Owner
Previous DCO	The East Northamptonshire Resource Management Facility Order 2013.

Schemes	community facilities, schemes or projects that <ol style="list-style-type: none"> 1. increase health, wellbeing and active lifestyle participation in the community; or 2. increase volunteering within the community to contribute to community self-help; or 3. increase financial resilience and sustainability for community groups; or 4. increase community services offered that benefit the wider community; or 5. help prevent and protect against impacts of climate change
Site Plan	the plan attached to this Agreement as Appendix 2
Specified Purposes	<ol style="list-style-type: none"> 1. furtherance of the approved objects listed in regulation 33(2) (c), (d), (da), (e) and (f) of the Landfill Tax Regulations 1996 (as may be amended from time to time) and all or any reasonable costs (including salaries and reasonable expenses) associated with facilitating and running any such projects under regulation 33(2) (c), (d), (da) or (e); or 2. provision, maintenance or improvement of Schemes which may include buying equipment, supporting activities or events, ongoing rental costs or room hire, building maintenance and/or grounds maintenance.

- 1.2 In this Agreement (unless the context otherwise requires):
- 1.2.1 the words **including** and **include** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
 - 1.2.2 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
 - 1.2.3 words importing persons shall include firms, companies and bodies corporate and vice versa;
 - 1.2.4 words importing the singular shall include the plural and vice versa;
 - 1.2.5 words importing the masculine gender include the feminine gender and vice versa and words importing the neuter gender include the masculine and/or feminine gender;
 - 1.2.6 the headings and page numbers throughout this Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement;
 - 1.2.7 references to a numbered Clause, Schedule, Paragraph or Appendix are references to the clause, schedule, paragraph or appendix to this Agreement so numbered;
 - 1.2.8 any reference to any statutory provision shall be deemed to include any subsequent re-enactment or amending provision;
 - 1.2.9 an obligation not to do something includes an obligation not to allow it to be done; and
 - 1.2.10 where in any other part of this Agreement an expression or word is defined or expressed to have a particular meaning in such part the word or expression so defined

shall have the same meaning throughout this Agreement unless the contrary intention is expressly stated.

- 1.3 No failure or delay by the Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right or power of the relevant Council officers.

2. STATUTORY PROVISIONS

- 2.1 This Agreement is executed as a Deed and the development consent obligations contained in this Agreement are development consent obligations for the purposes of Section 106 of the 1990 Act.
- 2.2 This Agreement is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and in pursuance of all other powers enabling the parties hereto respectively.
- 2.3 The development consent obligations contained in this Agreement shall be enforceable by the Council.
- 2.4 The development consent obligations are intended to bind the Land and is enforceable against any person corporate or otherwise claiming or deriving title through or under the Owners of the Land or any part or parts thereof as if that person had been an original covenanting party to this Agreement.
- 2.5 None of the obligations herein shall be enforceable against statutory undertakers or other persons who acquire any part of the Land or an interest in it for the purposes of the supply of electricity gas water or telecommunications in connection with the development of the Land.
- 2.6 If any provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.

3. COMMENCEMENT AND CONTINUANCE

- 3.1 Without prejudice to the position of the Owners or the Council on the Application the covenants and obligations contained in this Agreement (with the exception of Clause 8 which shall take effect on the completion of this Agreement) shall be conditional and shall not have effect unless and until:
- 3.1.1 the DCO is made; and
- 3.1.2 the Owners serve written notice upon the Council under Article 4 of the DCO.
- 3.2 The development consent obligations in this Agreement shall lapse and cease to be binding upon the Owners for the time being of the Land if the DCO shall lapse without being implemented or be quashed or revoked.
- 3.3 From the date this Agreement takes effect pursuant to clause 3.1 all of the obligations in the Existing Section 106 Agreement will be revoked and superseded by the obligations in this Agreement and the Council shall ensure that any entry made in the Register of Local Land Charges is cancelled or otherwise record the fact that the Existing Section 106 Agreement has come to an end and no longer binds the Existing Facility.

4. COVENANTS

- 4.1 The Owners covenants to perform and observe the development consent obligations set out in Schedule 1.
- 4.2 The Council covenants to perform and observe the obligations set out in Schedule 2.

5. DISPOSAL OF INTEREST IN LAND

No person shall be liable for the breach of any covenant in this Agreement after they have parted with their interest in the Land or the part of the Land in respect of which the breach occurs but this shall be without prejudice to their liability for any subsisting breach of covenant occurring prior to when they parted with such interest.

6. LOCAL LAND CHARGE

6.1 The Owners acknowledge that this Agreement may be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

6.2 Where the Agreement comes to an end under Clause 3.2 above or otherwise ceases to have effect, any entry made in the Register of Local Land Charges shall be cancelled or otherwise record the fact that it has come to an end and no longer affects the Land.

7. PAYMENT OF THE COUNCIL'S LEGAL COSTS

On the execution hereof the First Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

8. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS

Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or consent other than the DCO made (whether or not on appeal or by any other means) after the date of this Agreement

9. VARIATION OF THIS AGREEMENT

This Agreement may be varied only by deed between the parties hereto or their respective successors in title and assigns.

10. APPROVALS, CONSENTS, ETC

10.1 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners and/or given by the Council or its officers in accordance with this Agreement shall be in addition to any other approvals consents agreements or confirmations that may be required by the Act or by any other statute or regulations.

10.2 All such approvals consents agreements satisfactions confirmations or calculations shall not be unreasonably withheld or delayed by the Council or its relevant officers.

11. NOTICES

Notices required to be given or served under this Agreement shall be addressed to the parties at their addresses referred to in the Parties section of this Agreement.

12. EXCLUSION OF THIRD PARTY RIGHTS

Without prejudice to the terms of this Agreement the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Deed.

13. PAYMENT

13.1 Unless otherwise provided the date for payment (**Due Date**) of any sum payable under any provision of this Agreement shall be the date on which payment becomes due under such provision or (in the case only where payment does not have to be made except following a demand or notification by the Council of the sum payable) the date 7 days after the making of such demand or notification.

13.2 Where payment of any sum payable as aforesaid is made after the Due Date interest shall be payable from the Due Date until the date of actual payment and shall be added to and form part of such sum at the rate of four per cent above the base rate for the time being of the Bank of England.

14. RESOLUTION OF DISPUTES (OTHER THAN MEANING OR CONSTRUCTION)

14.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

14.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause 14.1 above or as to the appropriate professional body within fourteen days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to sub clause 14.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

15. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

16. GOVERNING LAW AND JURISDICTION

The terms of this Deed shall be governed by the laws of England and are subject to the exclusive jurisdiction of the Courts of England.

17. COUNTERPARTS

This Deed may be executed in counterparts, each of which when executed and delivered will constitute an original, but all of which together will constitute one and the same agreement.

SCHEDULE 1

Development Consent Obligations

1. LLW COMMUNITY FUND CONTRIBUTION

- 1.1 Subject to the provisions of Paragraph 1.2 below, for each tonne of LLW accepted on the Land the Owners will pay five pounds (£5) to the Council for immediate deposit in to the Community Fund.
- 1.2 The Owners will only be obliged to make one annual payment to the Council to satisfy the obligation in Paragraph 1.1.1 above which shall be calculated by reference to the total tonnage of LLW that has been accepted in that preceding calendar year and will be payable on 1 April.
- 1.3 If the Council requests the Owners to do so, the Owners shall provide a quarterly report to the Council setting out information on the amount of LLW received in that preceding quarter.
- 1.4 The first payment to be made pursuant to paragraph 1.2 of this Schedule 1 shall be calculated in respect of all LLW accepted on the Land for the calendar year in which the last payment was made pursuant to Schedule 1 of the Previous Section 106 Agreement.

2. HIGHWAY CONTRIBUTION

The Owners shall pay to the Council the Highway Contribution annually on 1 April taking effect pursuant to clause 3.1 of this Agreement with the final payment to be made in the final year that waste is receipted onto the Land in accordance with the DCO.

SCHEDULE 2

Council's Obligations

1. LLW COMMUNITY FUND

- 1.1 The Council shall continue to carry out all the necessary steps required to administer the Community Fund and shall secure prior approval from the Owners, such approval not to be unreasonably delayed or withheld, as to the appropriate set up and administration of the Community Fund.
- 1.2 The Council shall be the signatory for the release of any and all monies from the Community Fund provided that the monies are used in accordance with paragraph 1.4 of this Schedule.
- 1.3 The Council shall be responsible for the day to day administration of the Community Fund.
- 1.4 The Council shall only be entitled to allocate the monies in the Community Fund to an Approved Group for the Specified Purposes within a maximum 10 mile radius of the Land.
- 1.5 In respect of each Approved Group that the Council allocates monies to in accordance with Paragraph 1.4 of this Schedule the Council shall notify and confirm to the project coordinator of the Approved Group that the Owners are responsible for donating the relevant monies to that particular Approved Group.
- 1.6 The Council shall provide an annual report to the Owners setting out details of the relevant projects that monies have been allocated from the Community Fund.
- 1.7 The Council shall allow the Owners to carry out an annual open book audit of the accounts for the Community Fund upon receipt of 21 days written notice of such request.

2. HIGHWAY CONTRIBUTION

- 2.1 The Council shall only use the Highway Contribution for the Highway Purposes for a period of ten years from the date this Agreement takes effect pursuant to clause 3.1 after which the Council may also use the Highway Contribution for other highway improvements deemed necessary by the Council in the vicinity of the Development, provided the Owner consents to such other highway improvements.
- 2.2 In the event that all or any part of the Highway Contribution has not been expended by the Council in accordance with the provisions of Paragraph 2.1 of this Schedule upon cessation of the operation of the Development such sums as remain unexpended shall be returned by the Council to the party who paid the contribution.


This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the common seal of **North Northamptonshire Council** in the presence of:

.....
Authorised Signatory

Executed as a deed by **Augean South Limited** acting by a director, in the presence of a witness:


.....
Director

Signature (Witness) 

Print Name KELLY VERE

Address 



Occupation DIRECTOR OF TECHNICAL SKILLS AND STRATEGY

Executed as a deed by **Howard Farms Limited** acting by a director, in the presence of a witness:

.....
Director

Signature (Witness)

Print Name

Address

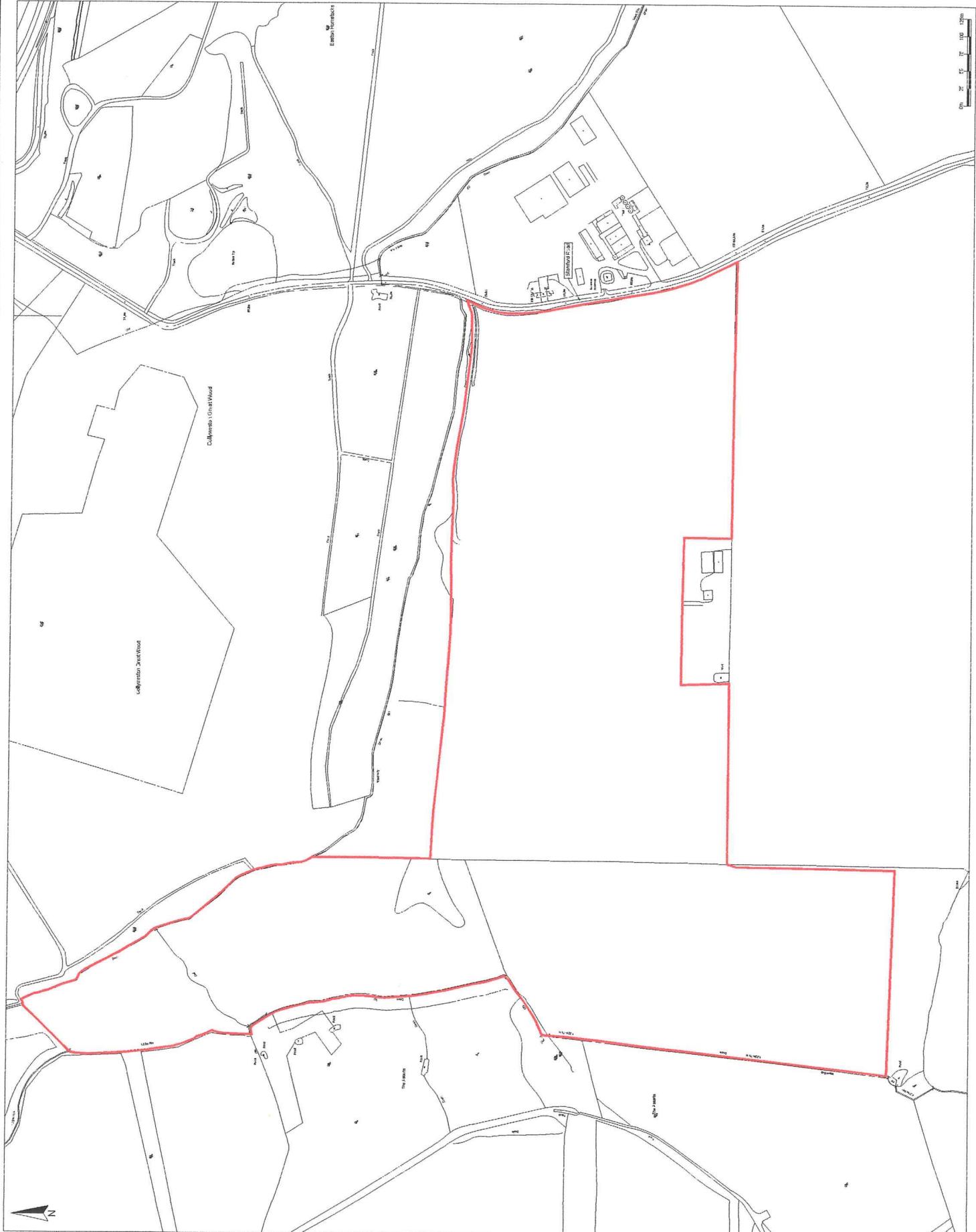
Occupation

APPENDIX 1

Land Plan

Key / Notes

Boundary of the lots shown in the Section 102 agreement



No.	Author	Date	By
1	Author	20/07/20	Author
2	Author	20/07/20	Author
3	Author	20/07/20	Author
4	Author	20/07/20	Author
5	Author	20/07/20	Author
6	Author	20/07/20	Author
7	Author	20/07/20	Author
8	Author	20/07/20	Author
9	Author	20/07/20	Author
10	Author	20/07/20	Author
11	Author	20/07/20	Author
12	Author	20/07/20	Author
13	Author	20/07/20	Author
14	Author	20/07/20	Author
15	Author	20/07/20	Author
16	Author	20/07/20	Author
17	Author	20/07/20	Author
18	Author	20/07/20	Author
19	Author	20/07/20	Author
20	Author	20/07/20	Author

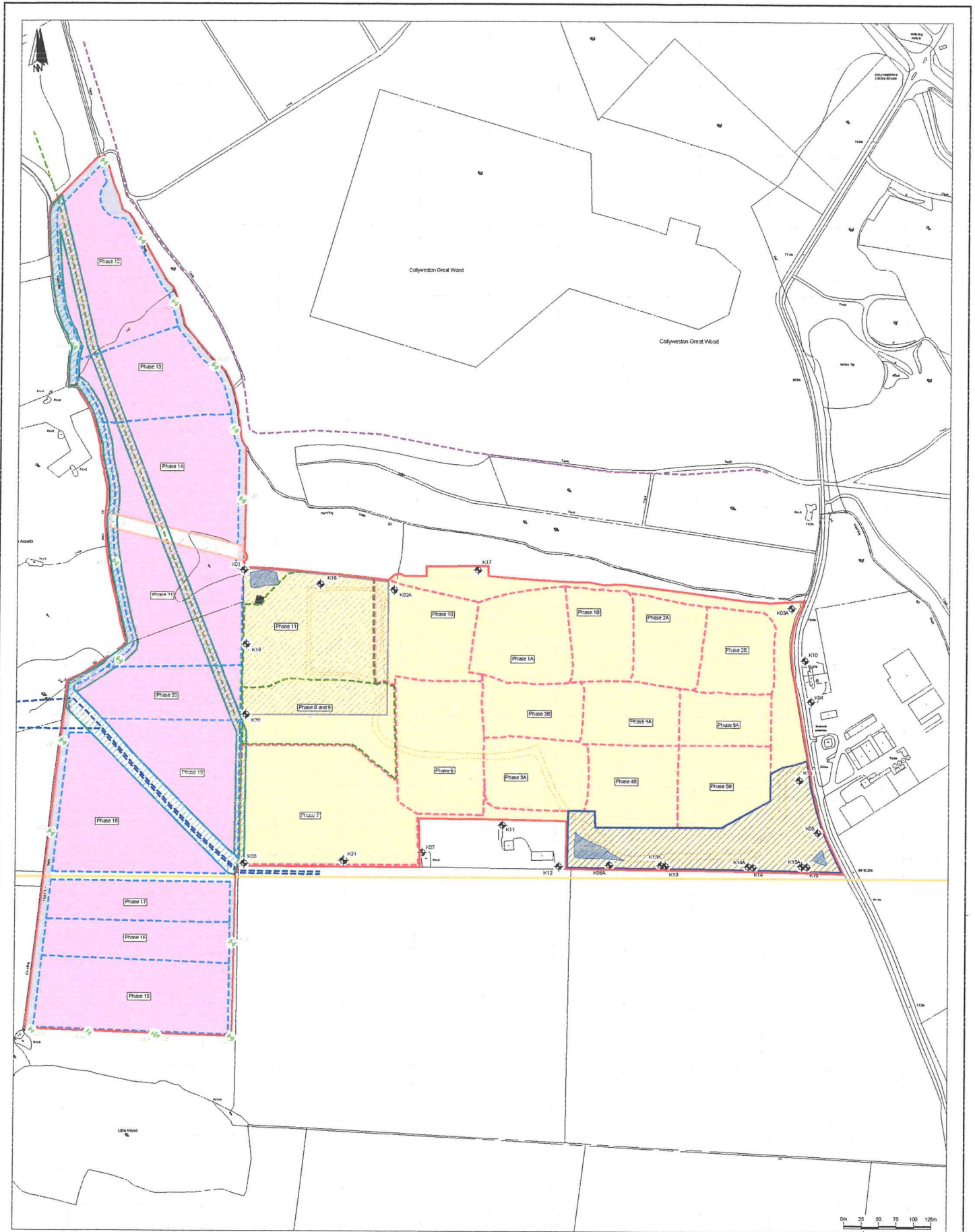
Project Name: EAST WOODS INDUSTRIAL FACILITY
Client: EAST WOODS INDUSTRIAL FACILITY
Scale: 1:1000
Date: 20/07/20

FINAL DRAFT

MICA
MICA CONSULTANTS
100/101 STATION STREET, SYDNEY NSW 1588
PH: 02 9550 1234
WWW.MICA.COM.AU

APPENDIX 2

Site Plan



Key / Notes

- Boundary of the area the subject of the application for the Development Consent Order
- Approximate phase boundaries for the existing EHSRM already constructed
- Approximate phase boundaries for the existing EHSRM to be constructed
- Approximate phase boundaries to be constructed in the western extension
- Approximate route of water pipelines
- Approximate route of an oil pipeline
- Approximate route of overhead electricity cables
- Approximate location of a high pressure gas pipeline
- Location of a monitoring borehole
- Location of a new groundwater and landfill gas monitoring borehole
- Constructed surface water management ponds
- Site access/main haul road
- Gas flare
- Ecological island off area during the operational stage
- Works No 1A
- Works No 1B
- Works No 2
- Works No 3
- Works No 4
- Works No 5



Regulation (5)(2)(c)

B	Minor amendments	KR	SPS	LH	19/07/21
A	Minor amendments	JH	SPS		
Rev	Status	Drn	App/Chk	Date	
<p>WEST INVESTMENTS PROPERTY MANAGEMENT FACILITY</p> <p style="text-align: center;">Caupen</p> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">FINAL DRAFT</p>					
<p>Document reference: TRQ</p> <p>Project: AMM-1000-21/222020rev6 TRQ-2000A1</p> <p>Reproduced with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown copyright 2017. All rights reserved. Licence number 100017510</p>					

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- 3.1.2 the Owners serve written notice upon the Council under Article 4 of the DCO.
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- 3.3 From the date this Agreement takes effect pursuant to clause 3.1 all of the obligations in the Existing Section 106 Agreement will be revoked and superseded by the obligations in this Agreement and the Council shall ensure that any entry made in the Register of Local Land Charges is cancelled or otherwise record the fact that the Existing Section 106 Agreement has come to an end and no longer binds the Existing Facility.

4. COVENANTS

- 4.1 The Owners covenants to perform and observe the development consent obligations set out in Schedule 1.
- 4.2 The Council covenants to perform and observe the obligations set out in Schedule 2.

5. DISPOSAL OF INTEREST IN LAND

No person shall be liable for the breach of any covenant in this Agreement after they have parted with their interest in the Land or the part of the Land in respect of which the breach occurs but this shall be without prejudice to their liability for any subsisting breach of covenant occurring prior to when they parted with such interest.

6. LOCAL LAND CHARGE

- 6.1 The Owners acknowledge that this Agreement may be registered as a local land charge in the Register of Local Land Charges maintained by the Council.
- 6.2 Where the Agreement comes to an end under Clause 3.2 above or otherwise ceases to have effect, any entry made in the Register of Local Land Charges shall be cancelled or otherwise record the fact that it has come to an end and no longer affects the Land.

7. PAYMENT OF THE COUNCIL'S LEGAL COSTS

On the execution hereof the First Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

8. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS

Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or consent other than the DCO made (whether or not on appeal or by any other means) after the date of this Agreement

9. VARIATION OF THIS AGREEMENT

This Agreement may be varied only by deed between the parties hereto or their respective successors in title and assigns.

10. APPROVALS, CONSENTS, ETC

- 10.1 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners and/or given by the Council or its officers in accordance with this Agreement shall be in addition to any other approvals consents agreements or confirmations that may be required by the Act or by any other statute or regulations.
- 10.2 All such approvals consents agreements satisfactions confirmations or calculations shall not be unreasonably withheld or delayed by the Council or its relevant officers.

11. NOTICES

Notices required to be given or served under this Agreement shall be addressed to the parties at their addresses referred to in the Parties section of this Agreement.

12. EXCLUSION OF THIRD PARTY RIGHTS

Without prejudice to the terms of this Agreement the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Deed.

13. PAYMENT

- 13.1 Unless otherwise provided the date for payment (**Due Date**) of any sum payable under any provision of this Agreement shall be the date on which payment becomes due under such provision or (in the case only where payment does not have to be made except following a demand or notification by the Council of the sum payable) the date 7 days after the making of such demand or notification.

13.2 Where payment of any sum payable as aforesaid is made after the Due Date interest shall be payable from the Due Date until the date of actual payment and shall be added to and form part of such sum at the rate of four per cent above the base rate for the time being of the Bank of England.

14. RESOLUTION OF DISPUTES (OTHER THAN MEANING OR CONSTRUCTION)

14.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

14.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause 14.1 above or as to the appropriate professional body within fourteen days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to sub clause 14.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

15. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

16. GOVERNING LAW AND JURISDICTION

The terms of this Deed shall be governed by the laws of England and are subject to the exclusive jurisdiction of the Courts of England.

17. COUNTERPARTS

This Deed may be executed in counterparts, each of which when executed and delivered will constitute an original, but all of which together will constitute one and the same agreement.

SCHEDULE 1

Development Consent Obligations

1. LLW COMMUNITY FUND CONTRIBUTION

- 1.1 Subject to the provisions of Paragraph 1.2 below, for each tonne of LLW accepted on the Land the Owners will pay five pounds (£5) to the Council for immediate deposit in to the Community Fund.
- 1.2 The Owners will only be obliged to make one annual payment to the Council to satisfy the obligation in Paragraph 1.1.1 above which shall be calculated by reference to the total tonnage of LLW that has been accepted in that preceding calendar year and will be payable on 1 April.
- 1.3 If the Council requests the Owners to do so, the Owners shall provide a quarterly report to the Council setting out information on the amount of LLW received in that preceding quarter.
- 1.4 The first payment to be made pursuant to paragraph 1.2 of this Schedule 1 shall be calculated in respect of all LLW accepted on the Land for the calendar year in which the last payment was made pursuant to Schedule 1 of the Previous Section 106 Agreement.

2. HIGHWAY CONTRIBUTION

The Owners shall pay to the Council the Highway Contribution annually on 1 April taking effect pursuant to clause 3.1 of this Agreement with the final payment to be made in the final year that waste is receipted onto the Land in accordance with the DCO.

SCHEDULE 2

Council's Obligations

1. LLW COMMUNITY FUND

- 1.1 The Council shall continue to carry out all the necessary steps required to administer the Community Fund and shall secure prior approval from the Owners, such approval not to be unreasonably delayed or withheld, as to the appropriate set up and administration of the Community Fund.
- 1.2 The Council shall be the signatory for the release of any and all monies from the Community Fund provided that the monies are used in accordance with paragraph 1.4 of this Schedule.
- 1.3 The Council shall be responsible for the day to day administration of the Community Fund.
- 1.4 The Council shall only be entitled to allocate the monies in the Community Fund to an Approved Group for the Specified Purposes within a maximum 10 mile radius of the Land.
- 1.5 In respect of each Approved Group that the Council allocates monies to in accordance with Paragraph 1.4 of this Schedule the Council shall notify and confirm to the project coordinator of the Approved Group that the Owners are responsible for donating the relevant monies to that particular Approved Group.
- 1.6 The Council shall provide an annual report to the Owners setting out details of the relevant projects that monies have been allocated from the Community Fund.
- 1.7 The Council shall allow the Owners to carry out an annual open book audit of the accounts for the Community Fund upon receipt of 21 days written notice of such request.

2. HIGHWAY CONTRIBUTION

- 2.1 The Council shall only use the Highway Contribution for the Highway Purposes for a period of ten years from the date this Agreement takes effect pursuant to clause 3.1 after which the Council may also use the Highway Contribution for other highway improvements deemed necessary by the Council in the vicinity of the Development, provided the Owner consents to such other highway improvements.
- 2.2 In the event that all or any part of the Highway Contribution has not been expended by the Council in accordance with the provisions of Paragraph 2.1 of this Schedule upon cessation of the operation of the Development such sums as remain unexpended shall be returned by the Council to the party who paid the contribution.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the common seal of **North Northamptonshire Council** in the presence of:

.....
Authorised Signatory

Executed as a deed by **Augean South Limited** acting by a director, in the presence of a witness:

.....
Director

Signature (Witness)

Print Name

Address

.....

.....

Occupation

Executed as a deed by **Howard Farms Limited** acting by a director, in the presence of a witness:

.....
Director

Signature (Witness)

Print Name SOPHIE LOUISE WISEMAN

Address 

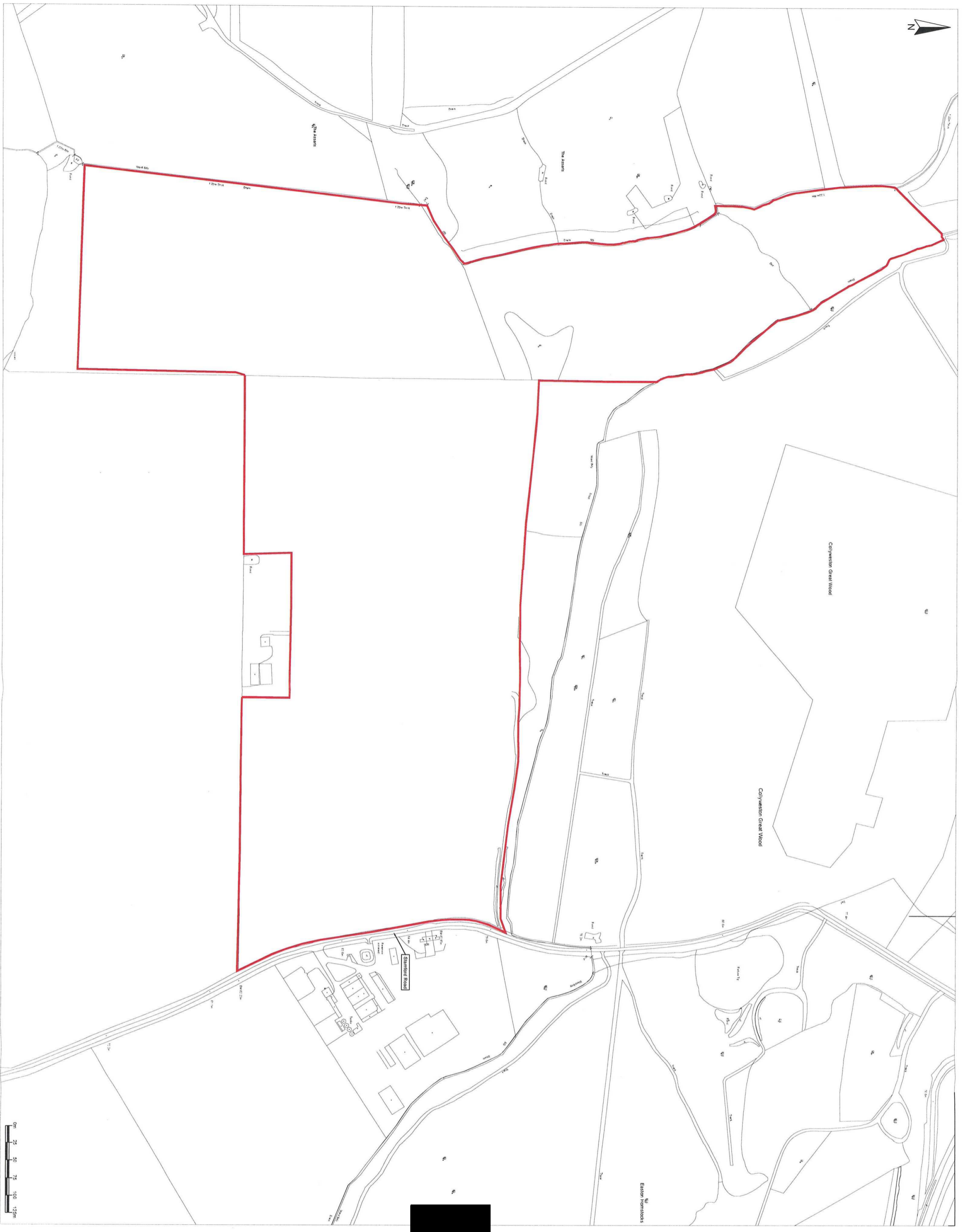
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Occupation PARALEGAL

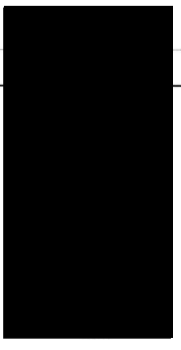
APPENDIX 1

Land Plan



Key / Notes

 Boundary of the land covered by the Section 106 agreement



Rev	Status	On	Off	Date
A	Issue amended	NR	SR&L	20/07/21
	Draft	KR	SR&L	26/02/21

EAST NORTHANTS
MANAGEMENT FACILITY

Site plan

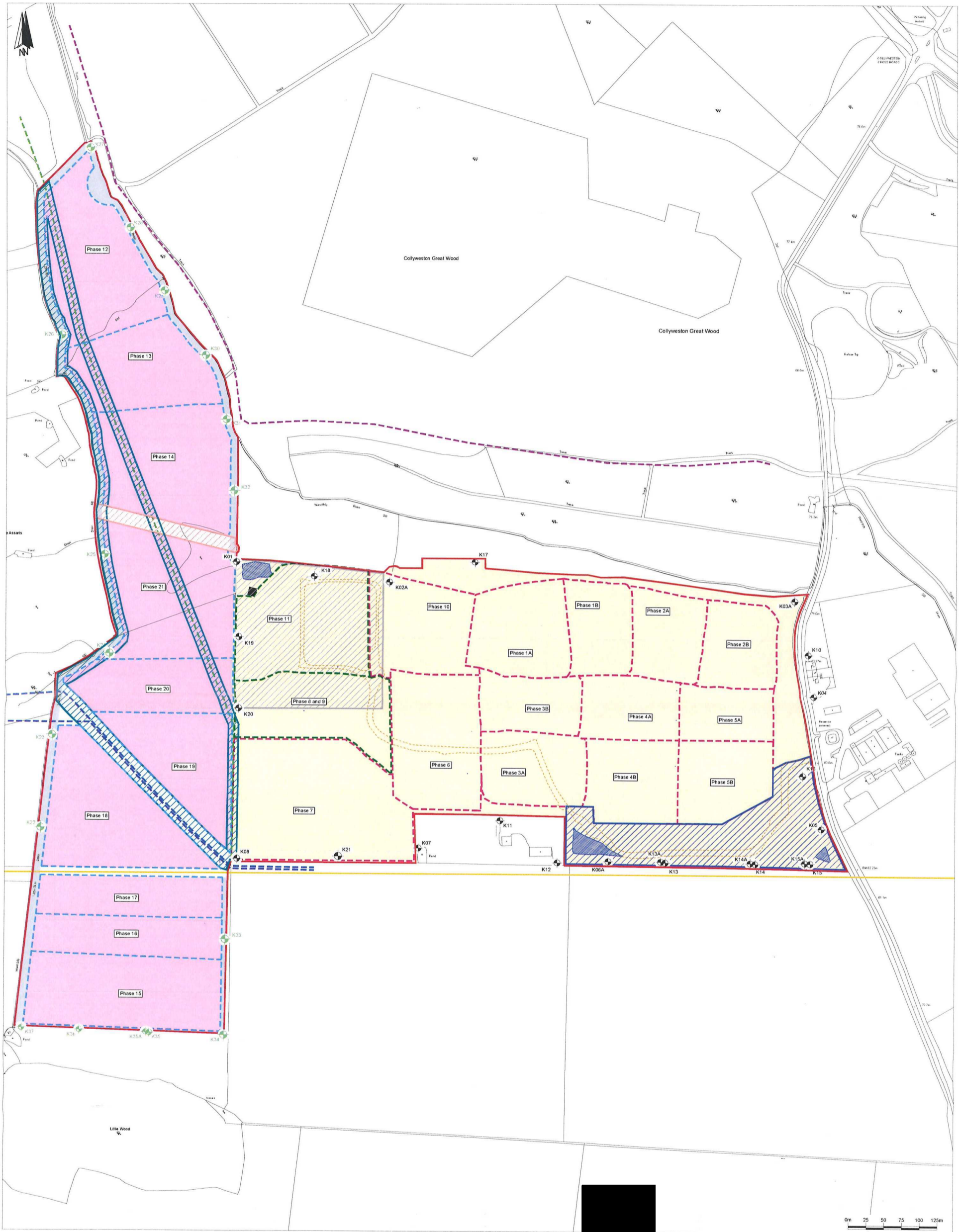
FINAL DRAFT

Augean
CONSULTANTS

MICA
MANAGEMENT CONSULTANTS

APPENDIX 2

Site Plan



Key / Notes

- Boundary of the area the subject of the application for the Development Consent Order
- Approximate phase boundaries for the existing ENRMF already constructed
- Approximate phase boundaries for the existing ENRMF to be constructed
- Approximate phase boundaries to be constructed in the western extension
- Approximate route of an oil pipeline
- Approximate route of overhead electricity cable
- Approximate location of a high pressure gas pipeline
- Location of a monitoring borehole
- Location of a new groundwater and landfill gas monitoring borehole
- Constructed surface water management ponds
- Site access/main haul road
- Gas flare
- Ecological stand off area during the operational stage

- Works areas**
- Works No 1A
 - Works No 1B
 - Works No 2
 - Works No 3
 - Works No 4
 - Works No 5

Regulation (5)(2)(o)

B	Minor amendments	KR	SPS	LH	19/07/21
A	Minor amendments	KR	SPS		
	Draft	KR	SPS		
Rev	Status	Drn	App	CHK	Date
Client: EAST NORTHANTS RESOURCE MANAGEMENT FACILITY					
Contract: August					
Title: FINAL DRAFT					
Description: East Northants Resource Management Facility - Works No 1A and 1B					
Document reference (TBC)					
Drawing No: A1/RC/W06-21/252/revB Scale: 1:2,500 @ A1					
Reproduced scale mapping by permission of Ordnance Survey on behalf of The Controller of Her Majesty's Stationery Office © Crown copyright 2017. All rights reserved. Licence number 100017818					

28th July 2022

**Agreement pursuant to Section 106 of the Town and County Planning Act
1990
relating to
land at the East Northants Resource Management Facility, Stamford Road,
Northamptonshire**

**North Northamptonshire Council ⁽¹⁾
Augean South Limited ⁽²⁾ and
Howard Farms Limited ⁽³⁾**

DATE 28th July 2022

PARTIES

- (1) North Northamptonshire Council of Sheerness House, Meadow Road, Kettering, Northamptonshire NN16 8TL (the Council); and
- (2) Augean South Limited (Company No. 04636789) whose registered office is 4 Rudgate Court, Walton, Wetherby, LS23 7BF (the First Owner); and
- (3) Howard Farms Limited (Company No. 07448588) whose registered office is West Hay Farm, Stamford Road, Kings Cliffe, Northamptonshire PE8 6XX (the Second Owner).

BACKGROUND

- (A) The Council is the relevant planning authority for the purposes of the 2008 Act for the area within which the Land is situated and is the authority by whom these development consent obligations are enforceable.
- (B) The Council is the successor authority to the former Northamptonshire County Council pursuant to The Northamptonshire (Structural Changes) Order 2020
- (C) The First Owner is the freehold owner of the Existing Facility under freehold title number NN252039 and has an option over the Extension Area.
- (D) The Second Owner is the freehold owner of the Extension Area under freehold title numbers NN306577 and NN306205.
- (E) The First Owner has previously been granted development consent for the Existing Facility under the Previous DCO and as part of this entered into the Existing Section 106 Agreement.
- (F) The Development includes and extends the development granted under the Previous DCO.
- (G) The First Owner submitted an Application to the Planning Inspectorate on 8 September 2021 for development consent to construct and operate the Development. The Application was accepted for examination on 24 September 2021.
- (H) If granted, the DCO will revoke and replace the Previous DCO and this Agreement will revoke and replace the Existing Section 106 Agreement.
- (I) It is intended that the First Owner will be the undertaker for the purposes of the DCO and it intends to construct and operate the Development as authorised by the DCO.
- (J) The parties to this Deed have agreed to enter into this Deed in order to secure the development consent obligations contained in this Deed.
- (K) Nothing in this Agreement constitutes an obligation to grant the DCO.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following terms and expressions have the respective meanings given to them unless the context otherwise requires:

1990 Act the Town and County Planning Act 1990 (as amended).

2008 Act the Planning Act 2008 (as amended).

Application	the application for development consent to authorise the Development on the Land made under Section 30 of the 2008 Act submitted to the Planning Inspectorate on 8 September 2021 and given reference WS010005.
Approved Group	a community group approved by the Council that demonstrates to the Council's reasonable satisfaction that: <ol style="list-style-type: none"> 1. they provide value for money; and 2. they have the potential to continue in future; and 3. they provide benefit to the community; and 4. they are accessible by the community; and 5. there is a need within the community for the facilities, schemes or services they provide.
Community Fund	the fund established by the Council pursuant to the Section 106 Agreement dated 5 November 2010 and to be used only for the Specified Purposes.
DCO	the development consent order to be made under the 2008 Act pursuant to the Application.
Development	a hazardous waste facility and associated development as listed in Schedule 1 of the DCO.
Existing Facility	the East Northants Resource Management Facility, Stamford Road, Kings Cliffe, Peterborough, PE8 6XX constructed on the land shaded yellow on the Site Plan.
Existing Section 106 Agreement	the Section 106 Agreement dated 14 January 2013 and entered into by Northamptonshire County Council (1) and Augean South Limited (2) in respect of the Previous DCO.
Extension Area	the land shaded pink on the Site Plan.
Highway Purposes	highway maintenance and improvement of Stamford Road from and including the entrance to the Existing Facility northwards to the junction between Stamford Road and the A47.
Highways Contribution	a contribution of five thousand pounds (£5,000) per year for the Highway Purposes.
Land	the land against which the obligations herein may be enforced and shown edged red on the Land Plan.
Land Plan	the plan attached to this Agreement as Appendix 1.
LLW	solid radioactive waste typically with a specific activity of 200 becquerels per gram (Bq/g).
Owners	the First Owner and Second Owner
Previous DCO	The East Northamptonshire Resource Management Facility Order 2013.

Schemes	community facilities, schemes or projects that <ol style="list-style-type: none"> 1. increase health, wellbeing and active lifestyle participation in the community; or 2. increase volunteering within the community to contribute to community self-help; or 3. increase financial resilience and sustainability for community groups; or 4. increase community services offered that benefit the wider community; or 5. help prevent and protect against impacts of climate change
Site Plan	the plan attached to this Agreement as Appendix 2
Specified Purposes	<ol style="list-style-type: none"> 1. furtherance of the approved objects listed in regulation 33(2) (c), (d), (da), (e) and (f) of the Landfill Tax Regulations 1996 (as may be amended from time to time) and all or any reasonable costs (including salaries and reasonable expenses) associated with facilitating and running any such projects under regulation 33(2) (c), (d), (da) or (e); or 2. provision, maintenance or improvement of Schemes which may include buying equipment, supporting activities or events, ongoing rental costs or room hire, building maintenance and/or grounds maintenance.

1.2 In this Agreement (unless the context otherwise requires):

- 1.2.1 the words **Including** and **include** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- 1.2.2 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
- 1.2.3 words importing persons shall include firms, companies and bodies corporate and vice versa;
- 1.2.4 words importing the singular shall include the plural and vice versa;
- 1.2.5 words importing the masculine gender include the feminine gender and vice versa and words importing the neuter gender include the masculine and/or feminine gender;
- 1.2.6 the headings and page numbers throughout this Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement;
- 1.2.7 references to a numbered Clause, Schedule, Paragraph or Appendix are references to the clause, schedule, paragraph or appendix to this Agreement so numbered;
- 1.2.8 any reference to any statutory provision shall be deemed to include any subsequent re-enactment or amending provision;
- 1.2.9 an obligation not to do something includes an obligation not to allow it to be done; and
- 1.2.10 where in any other part of this Agreement an expression or word is defined or expressed to have a particular meaning in such part the word or expression so defined

shall have the same meaning throughout this Agreement unless the contrary intention is expressly stated.

- 1.3 No failure or delay by the Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right or power of the relevant Council officers.

2. STATUTORY PROVISIONS

- 2.1 This Agreement is executed as a Deed and the development consent obligations contained in this Agreement are development consent obligations for the purposes of Section 106 of the 1990 Act.
- 2.2 This Agreement is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and in pursuance of all other powers enabling the parties hereto respectively.
- 2.3 The development consent obligations contained in this Agreement shall be enforceable by the Council.
- 2.4 The development consent obligations are intended to bind the Land and is enforceable against any person corporate or otherwise claiming or deriving title through or under the Owners of the Land or any part or parts thereof as if that person had been an original covenanting party to this Agreement.
- 2.5 None of the obligations herein shall be enforceable against statutory undertakers or other persons who acquire any part of the Land or an interest in it for the purposes of the supply of electricity gas water or telecommunications in connection with the development of the Land.
- 2.6 If any provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.

3. COMMENCEMENT AND CONTINUANCE

- 3.1 Without prejudice to the position of the Owners or the Council on the Application the covenants and obligations contained in this Agreement (with the exception of Clause 8 which shall take effect on the completion of this Agreement) shall be conditional and shall not have effect unless and until:
- 3.1.1 the DCO is made; and
- 3.1.2 the Owners serve written notice upon the Council under Article 4 of the DCO.
- 3.2 The development consent obligations in this Agreement shall lapse and cease to be binding upon the Owners for the time being of the Land if the DCO shall lapse without being implemented or be quashed or revoked.
- 3.3 From the date this Agreement takes effect pursuant to clause 3.1 all of the obligations in the Existing Section 106 Agreement will be revoked and superseded by the obligations in this Agreement and the Council shall ensure that any entry made in the Register of Local Land Charges is cancelled or otherwise record the fact that the Existing Section 106 Agreement has come to an end and no longer binds the Existing Facility.

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- 4.1 The Owners covenants to perform and observe the development consent obligations set out in Schedule 1.
- 4.2 The Council covenants to perform and observe the obligations set out in Schedule 2.

5. DISPOSAL OF INTEREST IN LAND

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6. LOCAL LAND CHARGE

6.1 The Owners acknowledge that this Agreement may be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

6.2 Where the Agreement comes to an end under Clause 3.2 above or otherwise ceases to have effect, any entry made in the Register of Local Land Charges shall be cancelled or otherwise record the fact that it has come to an end and no longer affects the Land.

7. PAYMENT OF THE COUNCIL'S LEGAL COSTS

On the execution hereof the First Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

8. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS

Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or consent other than the DCO made (whether or not on appeal or by any other means) after the date of this Agreement

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This Agreement may be varied only by deed between the parties hereto or their respective successors in title and assigns.

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Notices required to be given or served under this Agreement shall be addressed to the parties at their addresses referred to in the Parties section of this Agreement.

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Without prejudice to the terms of this Agreement the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Deed.

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13.1 Unless otherwise provided the date for payment (Due Date) of any sum payable under any provision of this Agreement shall be the date on which payment becomes due under such provision or (in the case only where payment does not have to be made except following a demand or notification by the Council of the sum payable) the date 7 days after the making of such demand or notification.

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14.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

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All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

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SCHEDULE 1

Development Consent Obligations

1. LLW COMMUNITY FUND CONTRIBUTION

- 1.1 Subject to the provisions of Paragraph 1.2 below, for each tonne of LLW accepted on the Land the Owners will pay five pounds (£5) to the Council for immediate deposit in to the Community Fund.
- 1.2 The Owners will only be obliged to make one annual payment to the Council to satisfy the obligation in Paragraph 1.1.1 above which shall be calculated by reference to the total tonnage of LLW that has been accepted in that preceding calendar year and will be payable on 1 April.
- 1.3 If the Council requests the Owners to do so, the Owners shall provide a quarterly report to the Council setting out information on the amount of LLW received in that preceding quarter.
- 1.4 The first payment to be made pursuant to paragraph 1.2 of this Schedule 1 shall be calculated in respect of all LLW accepted on the Land for the calendar year in which the last payment was made pursuant to Schedule 1 of the Previous Section 106 Agreement.

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The Owners shall pay to the Council the Highway Contribution annually on 1 April taking effect pursuant to clause 3.1 of this Agreement with the final payment to be made in the final year that waste is receipted onto the Land in accordance with the DCO.

SCHEDULE 2

Council's Obligations

1. LLW COMMUNITY FUND

- 1.1 The Council shall continue to carry out all the necessary steps required to administer the Community Fund and shall secure prior approval from the Owners, such approval not to be unreasonably delayed or withheld, as to the appropriate set up and administration of the Community Fund.
- 1.2 The Council shall be the signatory for the release of any and all monies from the Community Fund provided that the monies are used in accordance with paragraph 1.4 of this Schedule.
- 1.3 The Council shall be responsible for the day to day administration of the Community Fund.
- 1.4 The Council shall only be entitled to allocate the monies in the Community Fund to an Approved Group for the Specified Purposes within a maximum 10 mile radius of the Land.
- 1.5 In respect of each Approved Group that the Council allocates monies to in accordance with Paragraph 1.4 of this Schedule the Council shall notify and confirm to the project coordinator of the Approved Group that the Owners are responsible for donating the relevant monies to that particular Approved Group.
- 1.6 The Council shall provide an annual report to the Owners setting out details of the relevant projects that monies have been allocated from the Community Fund.
- 1.7 The Council shall allow the Owners to carry out an annual open book audit of the accounts for the Community Fund upon receipt of 21 days written notice of such request.

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- 2.2 In the event that all or any part of the Highway Contribution has not been expended by the Council in accordance with the provisions of Paragraph 2.1 of this Schedule upon cessation of the operation of the Development such sums as remain unexpended shall be returned by the Council to the party who paid the contribution.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the common seal of North Northamptonshire Council in the presence of:



Authorised Signatory

EMMA GRANGER
SENIOR SOLICITOR & TEAM LEAD



Executed as a deed by Augean South Limited acting by a director, in the presence of a witness:

.....

Director

Signature (Witness)

Print Name

Address

.....

.....

Occupation

Executed as a deed by Howard Farms Limited acting by a director, in the presence of a witness:

.....

Director

Signature (Witness)

Print Name

Address

.....

.....

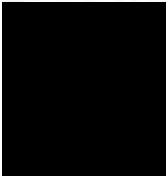
Occupation

APPENDIX 1

Land Plan

Key / Notes

Boundary of the development by the
Council's planning



Rev	Date	Description
1	15/08/2024	Issue for comment
2	22/08/2024	Issue for comment
3	29/08/2024	Issue for comment
4	05/09/2024	Issue for comment
5	12/09/2024	Issue for comment
6	19/09/2024	Issue for comment
7	26/09/2024	Issue for comment
8	03/10/2024	Issue for comment
9	10/10/2024	Issue for comment
10	17/10/2024	Issue for comment
11	24/10/2024	Issue for comment
12	31/10/2024	Issue for comment
13	07/11/2024	Issue for comment
14	14/11/2024	Issue for comment
15	21/11/2024	Issue for comment
16	28/11/2024	Issue for comment
17	05/12/2024	Issue for comment
18	12/12/2024	Issue for comment
19	19/12/2024	Issue for comment
20	26/12/2024	Issue for comment
21	02/01/2025	Issue for comment
22	09/01/2025	Issue for comment
23	16/01/2025	Issue for comment
24	23/01/2025	Issue for comment
25	30/01/2025	Issue for comment
26	06/02/2025	Issue for comment
27	13/02/2025	Issue for comment
28	20/02/2025	Issue for comment
29	27/02/2025	Issue for comment
30	06/03/2025	Issue for comment
31	13/03/2025	Issue for comment
32	20/03/2025	Issue for comment
33	27/03/2025	Issue for comment
34	03/04/2025	Issue for comment
35	10/04/2025	Issue for comment
36	17/04/2025	Issue for comment
37	24/04/2025	Issue for comment
38	01/05/2025	Issue for comment
39	08/05/2025	Issue for comment
40	15/05/2025	Issue for comment
41	22/05/2025	Issue for comment
42	29/05/2025	Issue for comment
43	05/06/2025	Issue for comment
44	12/06/2025	Issue for comment
45	19/06/2025	Issue for comment
46	26/06/2025	Issue for comment
47	03/07/2025	Issue for comment
48	10/07/2025	Issue for comment
49	17/07/2025	Issue for comment
50	24/07/2025	Issue for comment
51	31/07/2025	Issue for comment
52	07/08/2025	Issue for comment
53	14/08/2025	Issue for comment
54	21/08/2025	Issue for comment
55	28/08/2025	Issue for comment
56	04/09/2025	Issue for comment
57	11/09/2025	Issue for comment
58	18/09/2025	Issue for comment
59	25/09/2025	Issue for comment
60	02/10/2025	Issue for comment
61	09/10/2025	Issue for comment
62	16/10/2025	Issue for comment
63	23/10/2025	Issue for comment
64	30/10/2025	Issue for comment
65	06/11/2025	Issue for comment
66	13/11/2025	Issue for comment
67	20/11/2025	Issue for comment
68	27/11/2025	Issue for comment
69	04/12/2025	Issue for comment
70	11/12/2025	Issue for comment
71	18/12/2025	Issue for comment
72	25/12/2025	Issue for comment
73	01/01/2026	Issue for comment
74	08/01/2026	Issue for comment
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76	22/01/2026	Issue for comment
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78	05/02/2026	Issue for comment
79	12/02/2026	Issue for comment
80	19/02/2026	Issue for comment
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82	05/03/2026	Issue for comment
83	12/03/2026	Issue for comment
84	19/03/2026	Issue for comment
85	26/03/2026	Issue for comment
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87	09/04/2026	Issue for comment
88	16/04/2026	Issue for comment
89	23/04/2026	Issue for comment
90	30/04/2026	Issue for comment
91	07/05/2026	Issue for comment
92	14/05/2026	Issue for comment
93	21/05/2026	Issue for comment
94	28/05/2026	Issue for comment
95	04/06/2026	Issue for comment
96	11/06/2026	Issue for comment
97	18/06/2026	Issue for comment
98	25/06/2026	Issue for comment
99	02/07/2026	Issue for comment
100	09/07/2026	Issue for comment

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APPENDIX 2

Site Plan



Key / Notation

- Boundary of the area for which the application for the Development Consent Order
- Approximate phase boundaries for the existing 'BIA' already constructed
- Approximate phase boundaries for the existing 'BIA' to be constructed
- Approximate phase boundaries to be constructed in the future sections
- Approximate roads of other projects
- Approximate roads of all projects

- Approximate route of proposed electricity cables
- Approximate location of a high pressure gas pipeline
- Location of a water supply pipeline
- Location of a new groundwater and small gas existing borehole
- Construction vehicle water management pits

Site boundaries and road

- Site boundary
- Site road
- Subsistence road of some dates for operational stage

Work No

- Work No 1A
- Work No 1B
- Work No 2
- Work No 3
- Work No 4
- Work No 5

Regulation (8)(2)(c)

B	Minor works	100	1.5
A	Minor works	500	1.5
	Grid	100	1.5
	Water	100	1.5

RAFT NORTHWAIR RESOURCE MANAGEMENT

FINAL DRAFT

Work No 1A and 1B

Disposal reference F100

on behalf of The Contractor: [Signature] Issue's Authority Officer: [Signature]

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