
**WASTE ICC CONTRACT
STANDARD TERMS AND CONDITIONS**

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PRELIMINARY

The Conditions as applicable to an Eligible Emitter are to be read in conjunction with:

- (A) the offer to contract made to the Eligible Emitter by the Waste ICC Contract Counterparty pursuant to a direction given under Section 68 of the EA 2023 and the acceptance of that offer by such Eligible Emitter; and
- (B) the Waste ICC Agreement entered into between the Waste ICC Contract Counterparty and the Eligible Emitter.

Part 1
Introduction

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Conditions:

"10-TD UKA Sample Period" means a period of ten (10) consecutive CRP Trading Days;

"Acceptable Collateral" means: (i) a Letter of Credit; and/or (ii) a cash amount (in pounds) transferred to the credit of a Reserve Account;

"Acceptable Compliance Scheme" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Acceptable Voluntary Scheme" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Acceptable Voluntary Schemes Amendment Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated Compliance GGR Credits" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated GGR Credits" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated GGR Credits Amount" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated GGR Credits Amount Breach Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated GGR Credits Amount Cap" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated GGR Credits Amount Cap Obligation" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated GGR Credits Amount Cap Termination Event" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated GGR Credits Threshold" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Accumulated Voluntary GGR Credits" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Achieved CO₂ Capture Rate" means the CO₂ capture rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation during: (i) each Settlement Unit, except each Settlement Unit in which: (A) a Capture Outage Relief Event occurs; or (B) the Waste Installation is fully unavailable, whereby the Achieved CO₂ Capture Rate shall not apply; or (ii) the period in which a CO₂ Capture Test is carried out, in each case calculated in accordance with the following formula:

$$ACR_i = \frac{CO2\_Out_i}{CO2\_In_i}$$

where:

- ACR_i = the Achieved CO₂ Capture Rate (*expressed as a percentage (%)*);
- $CO2\_Out_i$ = the Metered CO₂ Output (tCO₂) in the relevant Settlement Unit (*i*); and
- $CO2\_In_i$ = the Measured CO₂ Input (tCO₂) in the relevant Settlement Unit (*i*),

which shall not exceed one hundred per cent. (100%);

"Achieved CO₂ Storage Rate" means the CO₂ storage rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation during each Settlement Unit, except each Settlement Unit in which: (A) a Capture Outage Relief Event occurs; or (B) the Waste Installation is fully unavailable, whereby the Achieved CO₂ Storage Rate shall not apply, calculated in accordance with the following formula:

$$ASR_i = \frac{CO2\_Out\_T\&S_i}{CO2\_In_i}$$

where:

- ASR_i = the Achieved CO₂ Storage Rate (*expressed as a percentage (%)*);
- $CO2\_Out\_T\&S_i$ = the Metered CO₂ Output to T&S (tCO₂) in the relevant Settlement Unit (*i*); and
- $CO2\_In_i$ = the Measured CO₂ Input (tCO₂) in the relevant Settlement Unit (*i*),

which shall not exceed one hundred per cent. (100%);

"Achieved CO₂ Utilisation Rate" means the CO₂ utilisation rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation during each Settlement Unit, except each Settlement Unit in which: (A) a Capture Outage Relief Event occurs; or (B) the Waste Installation is fully unavailable, whereby the Achieved CO₂ Utilisation Rate shall not apply, calculated in accordance with the following formula:

$$AUR_i = \frac{CO2\_Out\_CCU_i}{CO2\_In_i}$$

where:

- AUR_i = the Achieved CO₂ Utilisation Rate (*expressed as a percentage (%)*);
- $CO2\_Out\_CCU_i$ = the Metered CO₂ Output to CCU (tCO₂) in the relevant Settlement Unit (*i*); and
- $CO2\_In_i$ = the Measured CO₂ Input (tCO₂) in the relevant Settlement Unit (*i*),

which shall not exceed one hundred per cent. (100%);

"Achieved Compliance GGR Credit Sales Price" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Achieved Measured CO₂ Input" means the Measured CO₂ Input for the Installation during each Valid Settlement Unit, except any Valid Settlement Unit in which: (A) a Capture Outage Relief Event occurs; or (B) the Waste Installation is fully unavailable, whereby the Achieved Measured CO₂ Input shall not apply;

"Achieved Metered CO₂ Output" means the Metered CO₂ Output for the Installation during each Valid Settlement Unit, except any Valid Settlement Unit in which: (A) a Capture Outage Relief Event occurs; or (B) the Waste Installation is fully unavailable, whereby the Achieved Metered CO₂ Output shall not apply;

"Achieved Metered CO₂ Output to CCU" means the Metered CO₂ Output to CCU for the Installation during each Valid Settlement Unit, except any Valid Settlement Unit in which: (A) a Capture Outage Relief Event occurs; or (B) the Waste Installation is fully unavailable, whereby the Achieved Metered CO₂ Output to CCU shall not apply;

"Achieved Metered CO₂ Output to T&S" means the Metered CO₂ Output to T&S for the Installation during each Valid Settlement Unit, except any Valid Settlement Unit in which: (A) a Capture Outage Relief Event occurs; or (B) the Waste Installation is fully unavailable, whereby the Achieved Metered CO₂ Output to T&S shall not apply;

"Achieved Voluntary GGR Credit Sales Price" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"ACP Estimate" means a good faith estimate of an Adjusted Capture Period, including a good faith estimate of:

- (A) the date on which such Adjusted Capture Period will commence and end; and
- (B) the impact of the Adjusted Capture Period on the Metered CO₂ Output to T&S;

"Additional Acceptable Voluntary Schemes" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Additional OCP Performance Test Date" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Additional OCP Performance Test Date Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Adjusted Capture Period" means a period during the Term in which the Metered CO₂ Output to T&S is reduced or increased as a direct result of a Qualifying Change in Law;

"Adjusted Deemed CO₂ Output to T&S" has the meaning given to that term in Condition 6.6(A) (*Deemed CO₂ Output to T&S Adjustment*);

"Adjusted Deemed CO₂ Output to T&S Calculation Amount" has the meaning given to that term in Condition 6.6(C) (*Deemed CO₂ Output to T&S Adjustment*);

"Affected Operational CP" has the meaning given to that term in Condition 3.11 (*Operational Conditions Precedent: General Reporting Obligations*);

"Affected Person" means any direct or indirect shareholder of the Emitter who is able to evidence to the satisfaction of the Waste ICC Contract Counterparty that if it (or an agent or security trustee on its behalf) has or had the benefit of a Direct Agreement, it is or would be:

- (A) contractually obliged to exercise rights under the relevant Direct Agreement in accordance with the instructions of one (1) or more Lenders (or an agent or security trustee on its or their behalf); or
- (B) party to an agreement regarding the exercise of rights under such Direct Agreement with a person falling within paragraph (A) above;

"Affiliate" means, in relation to a Party, any holding company or subsidiary company of the relevant Party from time to time or any company which is a subsidiary company of a holding company of that Party from time to time;

"Aggregate Opex and T&S Value" means an amount equal to the sum of the Strike Price (expressed in £/tCO₂), the T&S Flow Charge (converted to £/tCO₂ by dividing the £ figure for such charge by the Metered CO₂ Output to T&S during the relevant Settlement Unit), the T&S Capacity Charge (converted to £/tCO₂ by dividing the £ figure for such charge by the Metered CO₂ Output to T&S during the relevant Settlement Unit) and the T&S Network Charge (converted to £/tCO₂ by dividing the £ figure for such charge by the Metered CO₂ Output to T&S during the relevant Settlement Unit) during each Settlement Unit;

"Agreement Date" has the meaning given to that term in the Waste ICC Agreement;

"Agreement Date Provisions" means Part 1 (Introduction), Part 2 (Term), Part 3 (Conditions Precedent, Condition Subsequent and Milestone Requirement), Condition 5 (Definitions: Part 4), Conditions 8.4 to 8.7 (Strike Price Indexation Adjustment), Condition 12 (Billing Statements), Condition 13 (Settlement), Condition 14 (Default Interest), Condition 15 (Set-off), Condition 16 (Deductions and withholdings), Condition 17 (Payment accounts), Condition 18 (Emitter representations and warranties), Condition 19 (Waste ICC Contract Counterparty representations and warranties), Condition 20 (Emitter Undertakings: General), Condition 26 (Emitter Undertakings: Supply Chain Reporting), Condition 28 (Emitter undertakings: Information provision and no cumulation of Subsidy, State aid, Union Funding and/or International Funding), Part 8 (Termination), Part 10 (Dispute Resolution) to Part 13 (Miscellaneous) (inclusive), Annex 1 (Conditions Precedent), Annex 2 (Testing Requirements), Annex 3 (Calculation of Default Termination Payment), Annex 4 (Change Control Procedure), Annex 5 (Form of Direct Agreement), Annex 9 (Pre-Capture Meter Operational Framework and Technical Specification), Annex 10 (Stack Meter Operational Framework and Technical Specification), Annex 11 (Outlet CO₂ Meter Operational Framework and Technical Specification), Annex 12 (Greenhouse Gas Removal Credits), Annex 13 (Biogenic LTSS Requirements), Annex 14 (Downstream CO₂ Vent Operational Framework and Technical Specification) and Annex 15 (Pro forma notices);

"Alternative T&S Network Review Notice" has the meaning given to that term in Condition 38.13(C) (Termination for T&S Prolonged Unavailability Event);

"Alternative T&S Network Solution Plan" means a plan developed by the Emitter setting out the required milestones and actions in order to connect the Installation to an alternative CO₂ T&S Network delivery point and/or alternative T&S Network (either directly by pipeline, or indirectly by other means of transportation) in order to remedy a T&S Prolonged Unavailability Event;

"Alternative T&S Network Solution Plan Deadline" means the date which falls eighteen (18) Months after the date of a T&S Prolonged Unavailability Event Notice issued by the Waste ICC Contract Counterparty in accordance with Condition 38.8 (Termination for T&S Prolonged Unavailability Event);

"Alternative UK ETS MRV Methodology" has the meaning given to that term in paragraph 1.1 of Annex 6 (UK ETS Alignment Review);

"Alternative UK ETS MRV Methodology Criterion" means that seventy-five per cent. (75%) or more of Relevant Emitters: (i) are using; or (ii) have determined to use from the UK ETS Carbon Pricing Commencement Date, the same UK ETS MRV Methodology as each other, but that UK ETS MRV Methodology is different to the methodology permitted under Annex 13 (*Biogenic LTSS Requirements*) as at the Agreement Date;

"Amendment Notification" has the meaning given to that term in paragraph 2.1 (*Amendment Notifications*) of Annex 4 (*Change Control Procedure*);

"Annual GGR Reporting Deadline" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Annual Reconciliation" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Applicable Emissions Percentage" means, in relation to each FE Calculation Month, the Installation FE Multiplier, unless a Carbon Pricing Phase-In Exemption is in effect on the first day of the relevant FE Calculation Month, in which case the "Applicable Emissions Percentage" for that FE Calculation Month shall be the Exempted Installation FE Multiplier as calculated in accordance with Condition 8.26 (*Exempted Installation FE Multiplier*);

"Applicable Planning Consents" means:

- (A) a Development Consent Order, or, in respect of relevant works in waters in or adjacent to Wales up to the seaward limits of the territorial sea, a TWA Order;
- (B) a Planning Permission;
- (C) a Section 36 Consent; and/or
- (D) where any relevant works involve a licensable marine activity, a Marine Licence;

"Approved Alternative T&S Network Solution Plan" has the meaning given to that term in Condition 38.13(C)(i) (*Termination for T&S Prolonged Unavailability Event*);

"Approved Capture Rate Breach Deadline" has the meaning given to that term in Condition 22.11(B)(i) (*Rectification of Termination Threshold Capture Rate Breach*);

"Approved Capture Rate Breach Rectification Plan" means the draft or updated Capture Rate Breach Rectification Plan which meets the Capture Rate Breach Rectification Plan Minimum Requirements, the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements and/or the Updated Capture Rate Breach Rectification Plan Minimum Requirements (as applicable) and is approved by the Waste ICC Contract Counterparty pursuant to Condition 22.6(B)(i) (*Rectification of Minimum CO₂ Capture Rate Obligation breach*), Condition 22.6(B)(ii)(a) (*Rectification of Minimum CO₂ Capture Rate Obligation breach*), Condition 22.11(B)(i) (*Rectification of Termination Threshold Capture Rate Breach*) or Condition 22.11(B)(ii)(b)(1) (*Rectification of Termination Threshold Capture Rate Breach*) (as applicable);

"Approved Performance Test Procedure" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Approved Scheme of Funding" has the meaning given to that term in the Waste ICC Agreement;¹

"Arbitral Award" has the meaning given to that term in Condition 47.2 (*Arbitration Procedure*);

"Arbitral Tribunal" has the meaning given to that term in the LCIA Arbitration Rules;

"Arbitration Dispute" means any Dispute other than an Expert Dispute;

"Arbitration Procedure" means the rules, obligations and procedures set out in Condition 47 (*Arbitration Procedure*);

"Arbitrator" means any person to whom a Dispute is referred in accordance with the Dispute Resolution Procedure;

"Auditors" means the auditors of the Emitter, which shall be one (1) of the following approved auditors:

- (A) PricewaterhouseCoopers LLP;
- (B) the UK member firm of Ernst & Young Global Limited;
- (C) KPMG LLP;
- (D) the UK member firm of Deloitte Touche Tohmatsu Limited; or
- (E) another firm of independent and internationally reputable auditors of good standing;

"Automated Data System" means an automated data system to monitor the operation of the Capture Plant and to provide access for the Waste ICC Contract Counterparty to the following data that is in machine-readable form (including CD-ROM, magnetic and digital form):

- (A) CO₂ Measurement Data;
- (B) Biogenic CO₂ Measurement Data; and
- (C) any other data that the Waste ICC Contract Counterparty and the Emitter agree (each acting reasonably);

"Automated Data Systems Obligation" has the meaning given to that term in Condition 21.20 (*Undertakings: Automated Data Systems*);

"Auxiliary Generation System" means any system within the Installation's site boundary that is generating and supplying heat and/or power to the Capture Plant (excluding the supply of heat and/or power by the Waste Installation);

"Auxiliary Generation System Information Termination Event" has the meaning given to that term in Condition 20.6 (*Failure to comply with Auxiliary Generation System undertaking*);

"Available Registered Capacity" has the meaning given to that term in the CCS Network Code;

¹

Note to Reader: This definition is expected to be relevant if any funding has been provided to the Emitter and/or its Affiliates from the Industrial Energy Transformation Fund and/or the Industrial Decarbonisation Challenge for development/pre-development expenditure incurred in respect of the Project prior to the Agreement Date. If applicable, such funding shall be notified to, and verified by, DESNZ on a project-by-project basis and set out in the Waste ICC Agreement.

"Average Achieved CO₂ Capture Rate" means the average Achieved CO₂ Capture Rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation during a Calculation Period, calculated as follows:

$$AACR = \frac{\sum_{i=1}^n AC02\_Out_i}{\sum_{i=1}^n AC02\_In_i} \times \frac{Vn}{n}$$

where:

$AACR$	=	the Average Achieved CO ₂ Capture Rate (<i>expressed as a percentage (%)</i>);
$AC02\_Out_i$	=	the Achieved Metered CO ₂ Output in each relevant Settlement Unit (i) in the relevant Calculation Period (CP);
$AC02\_In_i$	=	the Achieved Measured CO ₂ Input in each relevant Settlement Unit (i) in the relevant Calculation Period (CP);
Vn	=	the total number of Valid Settlement Units in the relevant Calculation Period; and
n	=	the total number of Settlement Units in the relevant Calculation Period;

"Average Achieved CO₂ Storage Rate" means the average Achieved CO₂ Storage Rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation during a Calculation Period, calculated in accordance with the following formula:

$$AASR = \frac{\sum_{i=1}^n AC02\_Out\_T\&S_i}{\sum_{i=1}^n AC02\_In_i} \times \frac{Vn}{n}$$

where:

$AASR$	=	the Average Achieved CO ₂ Storage Rate (<i>expressed as a percentage (%)</i>);
$AC02\_Out\_T\&S_i$	=	the Achieved Metered CO ₂ Output to T&S in each relevant Settlement Unit (i) in the relevant Calculation Period;
$AC02\_In_i$	=	the Achieved Measured CO ₂ Input in each relevant Settlement Unit (i) in the relevant Calculation Period;
Vn	=	the total number of Valid Settlement Units in the relevant Calculation Period; and
n	=	the total number of Settlement Units in the relevant Calculation Period;

"Average Achieved CO₂ Utilisation Rate" means the average Achieved CO₂ Utilisation Rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation during a Calculation Period, calculated in accordance with the following formula:

$$AAUR = \frac{\sum_{i=1}^n AC02\_Out\_CCU_i}{\sum_{i=1}^n AC02\_In_i} \times \frac{Vn}{n}$$

where:

$AAUR$	=	the Average Achieved CO ₂ Utilisation Rate (<i>expressed as a percentage (%)</i>);
$ACO2\_Out\_CCU_i$	=	the Achieved Metered CO ₂ Output to CCU in each relevant Settlement Unit (i) in the relevant Calculation Period;
$ACO2\_In_i$	=	the Achieved Measured CO ₂ Input in each relevant Settlement Unit (i) in the relevant Calculation Period;
Vn	=	the total number of Valid Settlement Units in the relevant Calculation Period; and
n	=	the total number of Settlement Units in the relevant Calculation Period;

"Average Annual Aggregate Opex and T&S Value" means the yearly average of the Aggregate Opex and T&S Value for all Settlement Units in the relevant Contract Payment Term Year calculated by the Waste ICC Contract Counterparty in accordance with the following formula:

$$AAAOTS = \frac{1}{n} \sum_{i=1}^n AOTS_i$$

where:

$AAAOTS$	=	the Average Annual Aggregate Opex and T&S Value (£/tCO ₂);
$AOTS_i$	=	the Aggregate Opex and T&S Value in each Settlement Unit (i) in the relevant Contract Payment Term Year (£/tCO ₂); and
n	=	the number of Settlement Units (i) in the relevant Contract Payment Term Year;

"Average Annual Applicable Carbon Reference Price" means, for the relevant Contract Payment Term Year, the Average Annual Carbon Reference Price multiplied by the Average Annual Applicable Emissions Percentage;

"Average Annual Applicable Emissions Percentage" means the average annual Applicable Emissions Percentage (*expressed as a percentage (%)*) in the relevant Contract Payment Term Year calculated by the Waste ICC Contract Counterparty in accordance with the following formula;

$$AAAEP = \frac{\sum_{i=1}^n (AEP_i \times CO2\_Out\_T\&S_i)}{\sum_{i=1}^n CO2\_Out\_T\&S_i}$$

where:

$AAAEP$	=	the Average Annual Applicable Emissions Percentage (<i>expressed as a percentage (%)</i>);
AEP_i	=	the Applicable Emissions Percentage in each Settlement Unit (i) in relation to each FE Calculation Month (<i>expressed as a percentage (%)</i>);

$CO2\_Out\_T\&S_i$ = the Metered CO₂ Output to T&S (tCO₂) in each Settlement Unit (i); and

n = the number of Settlement Units (i) in the relevant Contract Payment Term Year;

"Average Annual Carbon Reference Price" means the yearly average Carbon Reference Price (*expressed in £/tCO₂*) calculated by the Waste ICC Contract Counterparty in accordance with the following formula:

$$AACRP = \frac{1}{n} \sum_{i=1}^n CRP_i$$

where:

$AACRP$ = the Average Annual Carbon Reference Price (£/tCO₂);

CRP_i = the Carbon Reference Price in each Settlement Unit (i) in the relevant Contract Payment Term Year (£/tCO₂); and

n = the number of Settlement Units (i) in the relevant Contract Payment Term Year,

provided that in the Contract Payment Term Year in which the UK ETS Alignment Review Implementation Date relating to the Initial CRP Mechanism Amendment(s) occurs, only the Settlement Units occurring after the UK ETS Alignment Review Implementation Date relating to the Initial CRP Mechanism Amendment(s) will be included for the purposes of this calculation;

"Average Annual Fallback Price" means the yearly average Fallback Price (*expressed in £/tCO₂ or £/tCO_{2e}*) calculated by the Waste ICC Contract Counterparty in accordance with the following formula:

$$AAFP = \frac{1}{n} \sum_{i=1}^n FP_i$$

where:

$AAFP$ = the Average Annual Fallback Price (£/tCO₂ or £/tCO_{2e});

FP_i = the Fallback Price in each Settlement Unit (i) in respect of which a Fallback Price applies in the relevant Contract Payment Term Year (£/tCO₂ or £/tCO_{2e}); and

n = the number of Settlement Units (i) in respect of which a Fallback Price applies in the relevant Contract Payment Term Year;

"Average Annual Fallback GGR Credits Price" means the Average Annual Fallback Price multiplied by the GGR Credits Percentage for the full Contract Payment Term Year immediately preceding the relevant Extension Delivery Date;

"Average Monthly Carbon Reference Price" has the meaning given to that term in Condition 6.20 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*);

"Base Rate" means the rate of interest published from time to time by the Bank of England as its base rate;

"Base Year" has the meaning given to that term in the Waste ICC Agreement;

"Base Year CPI" means the value of the CPI for October in the calendar year immediately preceding the Base Year;

"Base Year Terms" means, for any Strike Price Adjustment initially expressed in a price period (x), with (x) being a calendar year other than the Base Year, the Strike Price Adjustment in respect of the Base Year ADJ_{base} , calculated in accordance with the following formula:

$$ADJ_{base} = ADJ_x \times \frac{CPI_{base}}{CPI_x}$$

where:

ADJ_{base} = the Strike Price Adjustment (£/tCO₂) in respect of the Base Year;

ADJ_x = the Strike Price Adjustment (£/tCO₂) in any year (x);

CPI_{base} = the Base Year CPI; and

CPI_x = the arithmetic mean of the monthly CPI over the year (x);

"Billing Period" means a CP Billing Period, an OP Billing Period and/or a T&S Billing Period (as applicable);

"Billing Statement Dispute Notice" has the meaning given to that term in Condition 13.7 (*Billing Statement Disputes*);

"Billing Statement(s)" means a Capex Payment Billing Statement, an Opex Payment Billing Statement and/or a T&S Billing Statement (as applicable);

"Biogenic CO₂ Emissions" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic CO₂ Emissions Multiplier" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic CO₂ Measurement Data" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Access Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Access Right" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Access Termination Event" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Breach Response Notice Period" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Data" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Data Auditing Report & Verification Statement" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Data Obligation(s)" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Extension Condition" has the meaning given to that term in Condition 2.4 (*Extension*);

"Biogenic LTSS FE Increment" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Fees" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Fees Trigger" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Information Failure" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Information Termination Event" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Lookback Percentage" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Measurement Dispute" has the meaning given to that term in Condition 13.10 (*Biogenic LTSS Measurement Dispute*);

"Biogenic LTSS Measurement Dispute Deadline" means the date which is twenty (20) Months after the OP Billing Period in which the disputed Settlement Unit occurred;

"Biogenic LTSS Measurement Point(s)" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Meta-Data" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Obligation" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Proving Test" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Purposes" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Remediation Plan" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Report" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Technical Specification" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

"Business Interruption Proceeds" has the meaning given to that term in the CCS Network Code;

"Calculation Period" means:

- (A) in respect of Condition 2.5(A)(i)(b) (*Extension*), the period comprising all Billing Periods in the full Contract Payment Term Year immediately preceding the relevant Extension Delivery Date;
- (B) in respect of Condition 2.5(A)(ii) (*Extension*), the period comprising all Billing Periods in the five (5) full Contract Payment Term Years immediately preceding the relevant Extension Delivery Date;
- (C) in respect of Condition 6.1(B) (*Determination of Deemed CO₂ Storage Rate*), the period comprising all Billing Periods prior to the relevant Settlement Unit where the Achieved CO₂ Storage Rate is applicable for at least one (1) Settlement Unit within each Billing Period;
- (D) in respect of Condition 6.1(C) (*Determination of Deemed CO₂ Storage Rate*), the period comprising the most recent twelve (12) Billing Periods prior to the relevant Settlement Unit where the Achieved CO₂ Storage Rate is applicable for at least one (1) Settlement Unit within each Billing Period;
- (E) in respect of Condition 6.3(B) (*Determination of Deemed CO₂ Utilisation Rate*), the period comprising all Billing Periods prior to the relevant Settlement Unit where the Achieved CO₂ Utilisation Rate is applicable for at least one (1) Settlement Unit within each Billing Period;
- (F) in respect of Condition 6.3(C) (*Determination of Deemed CO₂ Utilisation Rate*), the period comprising the most recent twelve (12) Billing Periods prior to the relevant Settlement Unit where the Achieved CO₂ Utilisation Rate is applicable for at least one (1) Settlement Unit within each Billing Period; and
- (G) in respect of Condition 22 (*Undertaking: Minimum CO₂ Capture Rate*) and for the purpose of determining:
 - (i) whether there has been a Minimum CO₂ Capture Rate Breach and/or Capture Rate Breach Rectification; and/or
 - (ii) whether there has been a Termination Threshold Capture Rate Breach and/or Termination Threshold Capture Rate Breach Rectification,

each Billing Period where the Achieved CO₂ Capture Rate is applicable for at least one (1) Settlement Unit within such Billing Period;

"Capex Payment" means the payment calculated in accordance with Condition 7.2 (*Capex Payment Calculation*);

"Capex Payment Billing Statement" has the meaning given to that term in Condition 12.1 (*Delivery of Capex Payment Billing Statement*);

"Capex Payment Period" means the period from the Start Date until the Specified Expiry Date (unless the Waste ICC Contract is terminated pursuant to Condition 38.1 (*Pre-Start Date Termination*), Condition 38.5 (*Termination for Prolonged Force Majeure*), Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*), Condition 38.27 (*Default Termination*), Condition 38.29 (*Qualifying Change in Law Termination*) or Condition 38.31 (*QCIL Compensation termination*) whereby such period shall end on the date on which this Waste ICC Contract terminates);

"Capex Payment QCIL Differential" means the difference in Capex Payments in period (*j*), calculated in accordance with the following formulae:

$$\Delta CP_j = \sum_{i=1}^n \Delta CP_i$$

$$\Delta CP_i = CPR \times \Delta CR_i \times CO2\_Out\_T\&S_i^{PostQCIL}$$

where:

ΔCP_j	=	the Capex Payment QCIL Differential (£) in the relevant period (<i>j</i>);
ΔCP_i	=	the Capex Payment QCIL Differential (£) in Settlement Unit (<i>i</i>);
<i>i</i>	=	a whole integer number from (1) to (<i>n</i>) with each such integer referring to distinct Settlement Units in the relevant period (<i>j</i>);
<i>n</i>	=	the number of Settlement Units in the relevant period (<i>j</i>);
<i>CPR</i>	=	the Capex Payment Rate (£/tCO ₂);
ΔCR_i	=	the Capture Rate QCIL Differential (<i>expressed as a percentage (%)</i>) that applies in each Settlement Unit (<i>i</i>) after the QCIL Effective Date; and
$CO2\_Out\_T\&S_i^{PostQCIL}$	=	the Metered CO ₂ Output to T&S (tCO ₂) in each Settlement Unit (<i>i</i>) after the QCIL Effective Date;

"Capex Payment Rate" has the meaning given to that term in the Waste ICC Agreement;

"Capex Payment Year" means:

- (A) other than in relation to the final Capex Payment Year, a period of one (1) year, with the first such year commencing on the Start Date and each subsequent such year commencing on each anniversary of the Start Date; and
- (B) in relation to the final Capex Payment Year, the period commencing on the ninth (9th) anniversary of the Start Date and ending on the Specified Expiry Date (which, for the avoidance of doubt, may be a period of less than one (1) year);

"Capture Outage Event" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Capture Outage Reduction Factor" means in each Relief Event Settlement Unit, the reduction (if any) in the Metered CO₂ Output to T&S (*expressed as a percentage (%)*) as a

result of any Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event;

"Capture Outage Relief Event" means a T&S Outage Event (including a T&S Planned Outage), provided that such T&S Outage Event does not arise out of or in connection with any act, omission, breach or default of the Emitter or its Representatives (including any breach by the Emitter or its Representatives of an Industry Document);

"Capture Outage Relief Event Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Capture Outage Relief Event Response Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Capture Outage Relief Event Supporting Information" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Capture Outage Relief Event Update Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Capture Plant" has the meaning given to that term in the Waste ICC Agreement;

"Capture Rate Breach Continuation Event" has the meaning in Condition 22.15 (*Failure to rectify Minimum CO₂ Capture Rate Obligation breach*);

"Capture Rate Breach Continuation Notice" has the meaning in Condition 22.16 (*Failure to rectify Minimum CO₂ Capture Rate Obligation breach*);

"Capture Rate Breach Deadline" means the date which falls eighteen (18) Months after the date of a Capture Rate Breach Notice, as such date may be extended day for day for each day that the Emitter is delayed in achieving a Capture Rate Breach Rectification by reason of:

- (A) a Force Majeure in respect of which the Emitter is the FM Affected Party but only to the extent that the Emitter has satisfied the requirements and conditions of Condition 57 (*Force Majeure*) to be entitled to such extension; or
- (B) a Capture Outage Relief Event which directly affects the ability of the Emitter to achieve a Capture Rate Breach Rectification;

"Capture Rate Breach Notice" has the meaning given to that term in Condition 22.2 (*Notification of Minimum CO₂ Capture Rate Obligation breach*);

"Capture Rate Breach Rectification" has the meaning given to that term in Condition 22.3(A) (*Response to notification of Minimum CO₂ Capture Rate Obligation breach*);

"Capture Rate Breach Rectification Plan" means a plan developed by the Emitter and submitted to the Waste ICC Contract Counterparty pursuant to Condition 22.5 (*Rectification of Minimum CO₂ Capture Rate Obligation breach*) setting out the Emitter's proposed actions and milestones (and proposed deadlines for completing such actions and milestones) in order to rectify:

- (A) a breach of the Minimum CO₂ Capture Rate Obligation and achieve a Capture Rate Breach Rectification; and
- (B) if applicable, a Termination Threshold Capture Rate Breach and achieve a Termination Threshold Capture Rate Breach Rectification;

"Capture Rate Breach Rectification Plan Deadline" has the meaning given to that term in Condition 22.5 (*Rectification of Minimum CO₂ Capture Rate Obligation breach*);

"Capture Rate Breach Rectification Plan Minimum Requirements" means the minimum required content of the Capture Rate Breach Rectification Plan in relation to a Minimum CO₂ Capture Rate Breach to be provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 22.5 (*Rectification of Minimum CO₂ Capture Rate Obligation breach*) which shall include, but shall not be limited to, the following:

- (A) the key steps the Emitter proposes to take to rectify the breach of the Minimum CO₂ Capture Rate Obligation and achieve a Capture Rate Breach Rectification and the proposed dates by which such key steps will be completed;
- (B) the key milestones the Emitter proposes to achieve to rectify the breach of the Minimum CO₂ Capture Rate Obligation and achieve a Capture Rate Breach Rectification and the proposed deadlines by which such key milestones will be achieved; and
- (C) the date by which the Emitter considers that it will be able to achieve a Capture Rate Breach Rectification;

"Capture Rate Breach Rectification Review Notice" has the meaning given to that term in Condition 22.6 (*Rectification of Minimum CO₂ Capture Rate Obligation breach*);

"Capture Rate Breach Response Notice" has the meaning given to that term in Condition 22.3 (*Response to notification of Minimum CO₂ Capture Rate Obligation breach*);

"Capture Rate QCiL Differential" means the difference in the Achieved CO₂ Capture Rate that will apply in each Settlement Unit (*i*) after the QCiL Effective Date, calculated in accordance with the following formula:

$$\Delta CR_i = CR_i^{PreQCIL} - CR_i^{PostQCIL}$$

where:

ΔCR_i = the Capture Rate QCiL Differential (*expressed as a percentage (%)*) that will apply in each Settlement Unit (*i*) after the QCiL Effective Date;

$CR_i^{PreQCIL}$ = (A) if the QCiL Effective Date occurs after the Start Date, the sum of the Achieved CO₂ Capture Rate in each Settlement Unit (*i*) in: (i) the twelve (12) OP Billing Periods or CP Billing Periods (as applicable) prior to the QCiL Effective Date excluding any Settlement Units in which the Achieved CO₂ Capture Rate does not apply; or (ii) all OP Billing Periods or CP Billing Periods (as applicable) where there have been less than twelve (12) OP Billing Periods or CP Billing Periods (as applicable) prior to the QCiL Effective Date excluding any Settlement Units in which the Achieved CO₂ Capture Rate does not apply, in each case divided by the number of Settlement Units in the relevant period in which the Achieved CO₂ Capture Rate applies; or (B) if the QCiL Effective Date occurs on or prior to the Start Date, the CO₂ Capture Rate Estimate; and

$CR_i^{PostQCiL}$ = the Emitter's estimate (acting reasonably) of the Achieved CO₂ Capture Rate as a direct result of the QCiL in each Settlement Unit (i) after the QCiL Effective Date;

"Capture Rate Termination Event" means an event as set out in Condition 22.17 (*Failure to rectify Minimum CO₂ Capture Rate Obligation breach*);

"Carbon Capture and CO₂ Utilisation" or **"CCU"** means the capture of CO₂ for CO₂ Utilisation;

"Carbon Pricing Phase-In Exemption" means any exemption under the UK Emission Trading Scheme (or any new UK emissions trading scheme) under which the Carbon Reference Price is determined, which is identified by the Waste ICC Contract Counterparty during the UK ETS Initial CRP Principles Review and which results in fossil CO₂ emissions (or a proportion thereof) being exempt from surrendering obligations;

"Carbon Reference Price" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Carbon Reference Price Review" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"CCP Affected Parties" means, in respect of a General Amendment, the emitters which are party to those CCUS Programme ICC Contracts to which the General Amendment is proposed to be made;

"CCS Network Code" means the network code that the Emitter is required to comply with in accordance with the Code Agreement;²

"CCU Composition Analysis Equipment" has the meaning given to that term in paragraph 2 of Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

"CCU Differential" means the differential calculated in accordance with Condition 6.5 (*Deemed CO₂ Output to T&S Adjustment*);

"CCU Flow Meter(s)" has the meaning given to that term in paragraph 2 of Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

"CCU Notice" has the meaning given to that term in Condition 27.3 (*Notification of CCU*);

"CCU Response Notice" has the meaning given to that term in Condition 27.5 (*Notification of CCU*);

"CCUS Programme" means a programme, as such programme may be updated from time to time, to deploy a system comprising the following:

- (A) the capture of CO₂ that has been produced by, or in connection with, processes including:
 - (i) commercial electricity generation;
 - (ii) commercial industrial processes; or

²

Note to Reader: The Emitter is expected to enter into the Code Agreement in order to make the CCS Network Code binding upon the Emitter.

- (iii) commercial hydrogen production;
- (B) the transport of such CO₂ that has been captured; and
- (C) the disposal of such CO₂ that has been captured, by way of permanent storage;

"CCUS Programme ICC Contract" means a carbon capture revenue support contract (as such term is defined in Section 67(2) of the EA 2023);

"CCUS Programme Waste ICC Contract" means a CCUS Programme ICC Contract which relates to a waste management facility;

"CEMS" means a Continuous Emissions Monitoring System;

"Change Control Procedure" means the rules, obligations and procedures set out in Annex 4 (*Change Control Procedure*);

"Change in Applicable Law" means:

- (A) the coming into effect, amendment, supplement, termination, repeal, replacement or withdrawal of or to: (i) any Law or Directive; or (ii) any Industry Document; or
- (B) a change in the interpretation or application of any Law, Directive or Industry Document by any Competent Authority;

"Change in Law" means:

- (A) the coming into effect, amendment, supplement, termination, repeal, replacement or withdrawal of or to: (i) any Law or Directive; (ii) any Industry Document (other than the CCS Network Code); or (iii) any Required Authorisation;
- (B) any termination, repeal, replacement or withdrawal of, or any Modification (as defined in the CCS Network Code) to the CCS Network Code;
- (C) any amendment to the T&S Construction Agreement or T&S Connection Agreement (i) pursuant to a Modification of the CCS Network Code which is expressly stated to apply to and be incorporated into the T&S Construction Agreement or T&S Connection Agreement (as applicable) or (ii) which must be effected pursuant to the terms of the T&S Construction Agreement or T&S Connection Agreement (as applicable) as a result of a Modification of the CCS Network Code, but excluding any other amendments to those agreements which do not fall within the scope of (i) or (ii); or
- (D) a change in the interpretation or application of any Law, Directive, Industry Document or Required Authorisation by any Competent Authority,

in each case after the Agreement Date and save (in each case) to the extent that the Change in Law:

- (i) arises out of, or in connection with, a breach of or default under or with respect to, that Law, Directive, Industry Document, T&S Construction Agreement, T&S Connection Agreement or Required Authorisation by the Emitter or any of its Representatives;
- (ii) arises out of, or in connection with, a failure by the Emitter or any of its Representatives to act in accordance with the Reasonable and Prudent Standard; or

- (iii) represents no more than a continuous improvement or development of good practice which would be complied with in respect of an industrial installation deploying CO₂ Capture Technology by an emitter acting in accordance with the Reasonable and Prudent Standard;

"Change of Ownership" means:

- (A) any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the Emitter or (where relevant) HoldCo (including the control over the exercise of voting rights conferred on those shares or the control over the right to appoint or remove directors or the rights to dividends); and/or
- (B) any other arrangements that have or may have or which result in the same effect as paragraph (A) above;

"CiAL Dispute" has the meaning given to that term in Condition 36.1 (*Procedure for raising a Dispute*);

"CiAL Dispute Emitter" has the meaning given to that term in Condition 36.1 (*Procedure for raising a Dispute*);

"CiAL Dispute Notice" has the meaning given to that term in Condition 36.1 (*Procedure for raising a Dispute*);

"CiAL Dispute Threshold Criterion" has the meaning given to that term in Condition 36.9 (*CiAL Dispute Threshold Criterion*);

"CiAL Dispute Validity Notice" has the meaning given to that term in Condition 36.3 (*Validity of CiAL Dispute Notices*);

"CiAL Request Criterion" has the meaning given to that term in Condition 35.3 (*Requirement to undertake a CiAL Review*);

"CiAL Request Notice" has the meaning given to that term in Condition 35.2 (*Requirement to undertake a CiAL Review*);

"CiAL Request Validity Notice" has the meaning given to that term in Condition 35.5 (*Validity of CiAL Request Notices*);

"CiAL Review" means a review conducted by the Waste ICC Contract Counterparty pursuant to Condition 35.1 (*Requirement to undertake a CiAL Review*) as to whether:

- (A) a Change in Applicable Law: (i) has been implemented, has occurred or has become effective; or (ii) is expected to be implemented, occur or become effective and, in each case as a direct result of such Change in Applicable Law being implemented, occurring or becoming effective, one (1) or more of the Required CiAL Amendment Objectives will cease to be met; and
- (B) as a consequence of one (1) or more of the Required CiAL Amendment Objectives ceasing to be met, Required CiAL Amendments are necessary;

"CiAL Review Notice" has the meaning given to that term in Condition 35.6 (*Notification of CiAL Review*);

"CiAL Review Outcome Notice" has the meaning given to that term in Condition 35.9 (*Notification of outcome of CiAL Review*);

"CiAL Review Response Deadline" has the meaning given to that term in Condition 35.6(B) (*Notification of CiAL Review*);

"CiAL Review Response Notice" has the meaning given to that term in Condition 35.7 (*Notification of CiAL Review*);

"CiAL Review Trigger" has the meaning given to that term in Condition 35.1 (*Requirement to undertake a CiAL Review*);

"Civil Procedure Rules" means the Civil Procedure Rules 1998;

"CJA" means the Criminal Justice Act 1993;

"Claimant" has the meaning given to that term in Condition 46.3 (*Expert Determination Procedure*);

"Classification Objection" has the meaning given to that term in paragraph 2.6(B)(ii)(a) (*Technical Amendments (bilateral Proposed Amendments): process*) of Annex 4 (*Change Control Procedure*);

"CO₂" means carbon dioxide;

"CO₂ Capture Rate Condition Subsequent" means delivery to the Waste ICC Contract Counterparty of evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of an Achieved CO₂ Capture Rate determined pursuant to the OCP Performance Test or a CO₂ Capture Test (as applicable) which is equal to or greater than the higher of: (i) five (5) percentage points less than the CO₂ Capture Rate Estimate; and (ii) eighty five per cent. (85%);

"CO₂ Capture Rate CS Notice" has the meaning given to that term in Condition 3.79 (*CO₂ Capture Rate Condition Subsequent*);

"CO₂ Capture Rate CS Response Notice" has the meaning given to that term in Condition 3.80 (*CO₂ Capture Rate Condition Subsequent*);

"CO₂ Capture Rate CS Supporting Information" has the meaning given to that term in Condition 3.80(B) (*CO₂ Capture Rate Condition Subsequent*);

"CO₂ Capture Rate Estimate" has the meaning given to that term in the Waste ICC Agreement;

"CO₂ Capture Technology" means technology which is installed or implemented pursuant to the CCUS Programme and which:

- (A) captures some or all of the CO₂ or any substance consisting primarily of CO₂; and
- (B) temporarily stores, processes and exports captured CO₂ (or any substance consisting primarily of CO₂) for permanent storage and disposal and/or utilisation; or
- (C) carries out any other process which is preparatory or ancillary to limbs (A) and (B) of this definition;

"CO₂ Capture Test" means a test carried out in accordance with Annex 2 (*Testing Requirements*) to verify the Achieved CO₂ Capture Rate and/or the Metered CO₂ Rich Stream Output to T&S;

"CO₂ Capture Test Access Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"CO₂ Capture Test Access Right" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"CO₂ Capture Test Output" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"CO₂ Capture Test Report" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"CO₂ T&S Delivery Point Pipeline(s)" has the meaning given to that term in paragraph 2 of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"CO₂ T&S Delivery Point Pipeline Data" has the meaning given to that term in paragraph 5.1(A)(*Reporting, determining and recording of Measured Downstream CO₂ Vented*) of Part B (*Downstream CO₂ Vent - Technical Specification*) of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"CO₂ T&S Delivery Point Pipeline Volume" has the meaning given to that term in paragraph 2 of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"CO₂ Measurement Data" means Inlet CO₂ Measurement Data and Outlet CO₂ Metered Data;

"CO₂ Measurement Data Breach Response Notice" has the meaning given to that term in Condition 23.3 (*Response to notification of CO₂ Measurement Data Obligation breach*);

"CO₂ Measurement Data Breach Response Notice Period" has the meaning given to that term in Condition 23.3 (*Response to notification of CO₂ Measurement Data Obligation breach*);

"CO₂ Measurement Data Obligation" has the meaning given to that term in Condition 23.1 (*Notification of CO₂ Measurement Data*);

"CO₂ Measurement Dispute" has the meaning given to that term in Condition 13.9 (*CO₂ Measurement Dispute*);

"CO₂ Measurement Dispute Deadline" means the date which is twenty (20) Months after the Billing Period in which the disputed Settlement Unit occurred;

"CO₂ Rich Stream" means a stream consisting primarily of CO₂ which is produced by the Installation;

"CO₂ T&S Flow Rate" means the CO₂ flow rate (*expressed in tCO₂/h*) from the Installation to the relevant T&S Network and which is:

- (A) determined during the OCP Performance Test; and
- (B) evidenced pursuant to paragraph 3(C) of Part B of Annex 1 (*Conditions Precedent*);

"CO₂ T&S Flow Rate Estimate" has the meaning given to that term in the Waste ICC Agreement;

"CO₂ T&S Network Analysis Point(s)" means the point(s) at which the CO₂ concentration in the CO₂ Rich Stream routed from the Capture Plant to the T&S Network is measured by the T&S Composition Analysis Equipment, as set out in the schematic diagram delivered to the

Waste ICC Contract Counterparty in accordance with paragraph 3(E) (*CO₂ Capture*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"CO₂ T&S Network Delivery Point(s)" has the meaning given to that term in the Waste ICC Agreement;

"CO₂ T&S Network Metering Point(s)" means the point(s) at which the flow rate of CO₂ entering the relevant T&S Network from the Capture Plant is measured by the T&S Flow Meter(s), as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 3(E) (*CO₂ Capture*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"CO₂ Utilisation" means any process or method which: (i) uses or intends to use any captured CO₂ from the Installation as a feedstock; or (ii) sells or intends to sell captured CO₂, in each case excluding any captured CO₂ from the Installation that is directed to a T&S Network;

"CO₂ Utilisation Analysis Point(s)" means the point(s) at which the CO₂ concentration in the CO₂ Rich Stream routed from the Capture Plant to CO₂ Utilisation is measured by the CCU Composition Analysis Equipment, as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 3(E) (*CO₂ Capture*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"CO₂ Utilisation Flow Rate" means the CO₂ flow rate (*expressed in tCO₂/h*) from the Installation which is utilised and which is:

- (A) determined during the OCP Performance Test; and
- (B) evidenced pursuant to paragraph 3(D) of Part B of Annex 1 (*Conditions Precedent*);

"CO₂ Utilisation Flow Rate Estimate" has the meaning given to that term in the Waste ICC Agreement;

"CO₂ Utilisation Metering Point(s)" means the point(s) at which the flow rate of CO₂ routed to CO₂ Utilisation from the Capture Plant is measured by the CCU Flow Meter(s), as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 3(E) (*CO₂ Capture*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Code Accession Agreement" means the agreement entered into by the Emitter pursuant to which the Emitter accedes to the Code Agreement;

"Code Agreement" means the agreement which the Emitter has entered into, or acceded to, which makes the CCS Network Code binding on such Emitter;

"Collateral Amount" means an amount (*expressed in pounds (£)*) calculated by the Waste ICC Contract Counterparty in accordance with Condition 42.4 (*Collateral Amount*);

"Collateral Correction Notice" has the meaning given to that term in Condition 43.5 (*Altering collateral*);

"Collateral Posting Date" means the date by which the Emitter is required to transfer or deliver Acceptable Collateral, being no less than ten (10) Business Days after a Collateral Posting Notice is received;

"Collateral Posting Notice" has the meaning given to that term in Condition 42.2 (*Notification of collateral requirements*);

"Collateral Repayment Date" means an Initial Collateral Repayment Date or (if applicable) a Replacement Collateral Repayment Date;

"Commissioned" means that all of the Commissioning Tests have been successfully completed, followed or passed (as appropriate) in relation to the Capture Plant (or a part of the Capture Plant), and grammatical variations thereof shall be construed accordingly;

"Commissioning Tests" means all of the procedures and tests which, in accordance with the Reasonable and Prudent Standard and in compliance with industry guidelines, practices and standards, are:

- (A) relevant to CO₂ capture facilities which are the same as, or of a similar type to, the Capture Plant (including those which are relevant to the Installation Capture Technology);
- (B) required to be completed, followed or passed (as appropriate): (i) in order for a CO₂ capture facility to capture and export CO₂; and (ii) to demonstrate that a CO₂ capture facility is fit for commercial operation; and
- (C) carried out in accordance with Annex 2 (*Testing Requirements*);

"Compensatory Interest" means any CP Compensatory Interest, OP Compensatory Interest and/or T&S Compensatory Interest (as applicable);

"Compensatory Interest Amount" means a CP Compensatory Interest Amount, an OP Compensatory Interest Amount and/or a T&S Compensatory Interest Amount (as applicable);

"Competent Authority" means:

- (A) any national, federal, regional, state, local, or other court, arbitral tribunal, administrative agency or commission or other governmental, administrative or regulatory body, authority, agency or instrumentality;
- (B) any private body to the extent it carries out one (1) or more public functions; or
- (C) any other body which has jurisdiction in respect of the Capture Plant, the Project, the Waste ICC Contract and/or any other Waste ICC Document,

and includes the Economic Regulator, the Environment Agencies and the Secretary of State but excludes the Waste ICC Contract Counterparty;

"Compliance GGR Confirmation" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance GGR Credit" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance GGR Credit Invoice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance GGR Credit Restriction Auditor's Report" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance GGR Credit Restrictions" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance GGR Credit Revenue Auditor's Report" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance GGR Credit Sale Revenue" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance GGR Credit Surrender Revenue" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance Scheme" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance Scheme Accreditation Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance Scheme Participation Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance Scheme Review" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance Scheme Review Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Compliance Scheme Review Proposal" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Conditions" means these terms and conditions;

"Conditions Precedent" means the Initial Conditions Precedent and the Operational Conditions Precedent and **"Condition Precedent"** shall be construed accordingly;

"Confidential Information" means Waste ICC Contract Counterparty Confidential Information and Emitter Confidential Information;

"Connected Dispute" has the meaning given to that term in Condition 48.1(A) (*Consolidation of Connected Disputes*);

"Consolidation Request" has the meaning given to that term in Condition 48.2 (*Consolidation of Connected Disputes*);

"Contract End Biogenic LTSS Provisions" means the rights and obligations of the Parties pursuant to Annex 13 (*Biogenic LTSS Requirements*) which are necessary for the Waste ICC Contract Counterparty to calculate any Opex FE Adjustment Amount following the expiry or termination of the Waste ICC Contract;

"Contract End GGR Credit Revenue Payment" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Contract Payment Term Commencement Date" means the earlier of the Start Date and the last day of the Target Commissioning Window;

"Contract Payment Term Year" means a period of one (1) year:

- (A) with the first such year commencing on the Contract Payment Term Commencement Date and each subsequent such year commencing on each anniversary of the Contract Payment Term Commencement Date; and

(B) with the final such year ending on the Expiry Date;

"Contractor" means any contractor, sub-contractor, consultant or adviser of or to the Emitter, but excludes the T&S Operator;

"Control" means, in relation to an entity (the "controlled entity"), the ability of another entity (the "controlling entity") to:

- (A) exercise the majority of the voting rights in that entity;
- (B) having become a direct or indirect shareholder, control the majority of the voting rights in that entity, either alone or pursuant to an agreement with other direct or indirect shareholders;
- (C) having become a direct or indirect shareholder, appoint or remove a majority of the board of directors in that entity, or
- (D) having become a direct or indirect shareholder, exercise dominant influence or control over that entity;

"CP Billing Period" means a Month, except that the first CP Billing Period shall commence on the Start Date and end on the later of (i) the last day of the Month in which the Start Date occurred; and (ii) the last day of the Month in which the Waste ICC Contract Counterparty notifies the Emitter pursuant to an OCP Response Notice or a Further OCP Response Notice (as relevant) that it has determined that all of the Operational Conditions Precedent have been satisfied or waived in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) (as applicable) and the last CP Billing Period shall commence on the first day of the last Month of the Capex Payment Period and end on the last day of the Capex Payment Period;

"CP Compensatory Interest" means the interest that is due and payable at the CP Compensatory Interest Rate in accordance with Condition 12.5 (*Calculation of CP Compensatory Interest Amount*);

"CP Compensatory Interest Amount" has the meaning given to that term in Condition 12.5 (*Calculation of CP Compensatory Interest Amount*);

"CP Compensatory Interest Rate" has the meaning given to that term in Condition 12.5 (*Calculation of CP Compensatory Interest Amount*);

"CP Net Payable Amount" means, in respect of a CP Billing Period, the amount calculated in accordance with Condition 12.6 (*Calculation of CP Net Payable Amount*);

"CP Reconciliation Amounts" has the meaning given to that term in Condition 12.4 (*Calculation of CP Reconciliation Amounts*);

"CP Reconciliation Billing Period" has the meaning given to that term in Condition 12.5 (*Calculation of CP Reconciliation Amounts*);

"CPI" means:

- (A) the all items index of consumer price inflation published each Month by the Office for National Statistics;
- (B) if that index is no longer being published, such index as the Waste ICC Contract Counterparty may reasonably determine to be appropriate in the circumstances; or

- (C) if there is a material change to the basis of that index, such other index as the Waste ICC Contract Counterparty may from time to time reasonably determine to be appropriate in the circumstances;

"Crown Body" means any department, office or agency of the Crown;

"CRBC Reduced Total Return Component" has the meaning given to that term in Condition 7.2(B) (*Capex Payment Calculation*);

"CRP Dispute" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Dispute Emitter" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Dispute Notice" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Dispute Threshold Criterion" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Dispute Validity Notice" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Expert Appointment Threshold" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Fallback Settlement Unit" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"CRP Mechanism Amendment" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Prioritisation" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Request Criterion" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Request Notice" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Request Validity Notice" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review Implementation Date" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review Notice" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review Outcome Notice" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review Proposals" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review Response Deadline" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review Response Notice" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Principles Review Trigger" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Quality Criteria" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"CRP Source" means the UKA Futures Index to be used in calculation of the Carbon Reference Price, being the Initial UKA Futures Index or such other replacement or supplementary UKA Futures Index which is required to be so used as a result of the operation of the provisions of Part A (*CRP Review Procedures*) of Annex 7 (*Carbon Reference Price Review*);

"CRP Trading Day" means any Business Day;

"C(RTP) Act" means the Contracts (Rights of Third Parties) Act 1999;

"CS Reduced Total Return Component" has the meaning given to that term in Condition 7.2(A) (*Capex Payment Calculation*);

"CSR Extension Condition Evidence Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"CSR Implementation Date" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"CSR Outcome Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"CSR Response Deadline" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"CSR Response Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"CSR Trigger" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Cumulative Emitter's Payments" means the amount equal to the sum of all:

- (A) CP Net Payable Amounts which have been paid or are payable by the Emitter;
- (B) OP Net Payable Amounts which have been paid or are payable by the Emitter;
- (C) T&S Net Payable Amounts which have been paid or are payable by the Emitter;

- (D) Monthly GGR Credit Revenue Payments which have been paid or are payable by the Emitter;
- (E) Contract End GGR Credit Revenue Payment which has been paid or is payable by the Emitter;
- (F) GGR Credit Recalculation Amounts and/or GGR Credit Compensatory Interest which have been paid or are payable by the Emitter; and
- (G) QCiL Compensation or QCiL True-Up Compensation amounts, to the extent the amounts calculated under the relevant formula or Condition have been paid or are payable by the Emitter,

attributable to the period commencing on the [Agreement Date]³ and ending on the last day of the Billing Period in respect of which the Emitter Excess Amount is calculated, but excluding any amount which has been deemed to be zero (0) in respect of any previous Billing Period pursuant to Condition 11.2;

"Cumulative Waste ICC Contract Payments" means the amount equal to the sum of all:

- (A) CP Net Payable Amounts which have been paid or are payable by the Waste ICC Contract Counterparty;
- (B) OP Net Payable Amounts which have been paid or are payable by the Waste ICC Contract Counterparty;
- (C) T&S Net Payable Amounts which have been paid or are payable by the Waste ICC Contract Counterparty;
- (D) GGR Credit Recalculation Amounts and/or GGR Credit Compensatory Interest which have been paid or are payable by the Waste ICC Contract Counterparty;
- (E) QCiL Compensation or QCiL True-Up Compensation amounts, to the extent the amounts calculated under the relevant formula or Condition have been paid or are payable by the Waste ICC Contract Counterparty;
- (F) amounts which are payable by the Secretary of State to the Emitter under the Grant Funding Agreement; and
- (G) amounts referred to in paragraphs (A) to (E) that would have been payable but for the suspension of payment of such amount by the Waste ICC Contract Counterparty in accordance with the terms of the Waste ICC Contract,

attributable to the period commencing on the [Agreement Date]⁴ and ending on the last day of the Billing Period in respect of which the Emitter Excess Amount is calculated;

"Cyber Essentials Scheme" means the 'Cyber Essentials' scheme operated by the National Cyber Security Centre;

"Cyber Security Standards" means the standards prescribed by 'Cyber Essentials Plus' pursuant to the Cyber Essentials Scheme, or in the event that Cyber Essentials Plus or the Cyber Essentials Scheme ceases to operate, such other standards or accreditation issued

³ **Note to Reader:** This reference to 'Agreement Date' is included on the assumption that the Waste ICC Contract and the Grant Funding Agreement will be entered into simultaneously.

⁴ **Note to Reader:** This reference to 'Agreement Date' is included on the assumption that the Waste ICC Contract and the Grant Funding Agreement will be entered into simultaneously.

pursuant to an equivalent scheme as notified to the Emitter by the Waste ICC Contract Counterparty;

"DAHS" means a Data Acquisition and Handling System;

"Daily Metered CO₂ Output to T&S Estimate" shall be calculated as follows:

$$DCO2_{Out_E} = \frac{CO2_{Out_E}}{d}$$

where:

$DCO2_{Out_E}$ = the Daily Metered CO₂ Output to T&S Estimate (tCO_2);

$CO2_{Out_E}$ = the Metered CO₂ Output to T&S Estimate (tCO_2); and

d = the number of days in the first eight (8) Capex Payment Years which shall be equal to two thousand nine hundred and twenty (2,920);

"Data" means:

(A) the Carbon Reference Price; and

(B) the UKA Index Price;

"Data Licence Agreement" means a data licence agreement entered into between the Emitter and ICE Futures Europe relating to the Emitter's use of and access to the Data;

"December UKA Futures Contract" means a futures contract which expires in December of the relevant year relating to the transfer of a fixed number of UK ETS Allowances for the relevant year (in which the Carbon Reference Price is calculated) between two (2) or more accounts established under the UK Emissions Trading Registry;

"Declared CO₂ T&S Flow Rate Percentage" has the meaning given to that term in the Waste ICC Agreement;

"Declared CO₂ Utilisation Flow Rate Percentage" has the meaning given to that term in the Waste ICC Agreement;

"Deemed CO₂ Output to CCU" means the mass quantity of CO₂ (*expressed in tCO_2*) that is deemed to have been directed to CO₂ Utilisation from the Installation during the relevant Settlement Unit calculated as follows:

$$DCO2_{Out\_CCU_i} = DUR_i \times CO2_{In_i}$$

where:

$DCO2_{Out\_CCU_i}$ = the Deemed CO₂ Output to CCU (*expressed in tCO_2*) in the relevant Settlement Unit (i);

DUR_i = the Deemed CO₂ Utilisation Rate (*expressed as a percentage (%)*) in the relevant Settlement Unit (i); and

$CO2_{In_i}$ = the Measured CO₂ Input (*expressed in tCO_2*) in the relevant Settlement Unit (i);

"Deemed CO₂ Output to T&S" means, for the purpose of calculating the Capex Payment in accordance with Condition 7.2 (*Capex Payment Calculation*) and/or the Opex Payment in accordance with Condition 8.2 (*Opex Payment Calculation*) (as applicable):

- (A) subject to limb (B), the mass quantity of CO₂ (*expressed in tCO₂*) that is deemed to have entered the relevant T&S Network from the Installation during the relevant Settlement Unit calculated as follows:

$$DCO2\_Out\_T\&S_i = DSR_i \times CO2\_In_i \times CORF_i$$

where:

$DCO2\_Out\_T\&S_i$ = the Deemed CO₂ Output to T&S (*expressed in tCO₂*) in the relevant Settlement Unit (*i*);

DSR_i = the Deemed CO₂ Storage Rate (*expressed as a percentage (%)*) in the relevant Settlement Unit (*i*);

$CO2\_In_i$ = the Measured CO₂ Input (*expressed in tCO₂*) in the relevant Settlement Unit (*i*); and

$CORF_i$ = the Capture Outage Reduction Factor (*expressed as a percentage (%)*) in the relevant Settlement Unit (*i*); or

- (B) if the Emitter directs CO₂ to CO₂ Utilisation during a Capture Outage Relief Event, the Adjusted Deemed CO₂ Output to T&S during the relevant Settlement Unit calculated in accordance with Condition 6.5 (*Deemed CO₂ Output to T&S Adjustment*);

"Deemed CO₂ Storage Rate" means the CO₂ storage rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation for a Settlement Unit, determined pursuant to Condition 6.1 (*Determination of Deemed CO₂ Storage Rate*) or subsequently confirmed through a CO₂ Capture Test that is undertaken pursuant to Condition 6.2 (*Determination of Deemed CO₂ Storage Rate*);

"Deemed CO₂ Utilisation Rate" means the CO₂ utilisation rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation for a Settlement Unit, determined pursuant to Condition 6.3 (*Determination of Deemed CO₂ Utilisation Rate*) or subsequently confirmed through a CO₂ Capture Test that is undertaken pursuant to Condition 6.4 (*Determination of Deemed CO₂ Utilisation Rate*);

"Deemed LTSS FE Multiplier" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Deemed LTSS FE Multiplier Trigger" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Default" means: (i) a Termination Event; or (ii) an event or a circumstance which would (with the passage of time, the giving of notice, the making of any determination pursuant to the Waste ICC Contract or any combination of any of the foregoing) be a Termination Event;

"Default Interest" has the meaning given to that term in Condition 14.1 (*Calculation of Default Interest*);

"Default Termination Date" has the meaning given to that term in Condition 38.27(A) (*Default termination*);

"Default Termination Notice" has the meaning given to that term in Condition 38.27 (*Default termination*);

"Default Termination Payment" means the amount (*expressed in pounds (£)*) calculated in accordance with the formula set out in paragraph 1.1 of Annex 3 (*Calculation of Default Termination Payment*);

"Default Termination Payment Notice" has the meaning given to that term in Condition 39.9(B) (*Consequences of default termination*);

"Deficient Collateral Amount" has the meaning given to that term in Condition 43.5(B) (*Altering collateral*);

"Deficient GGR Collateral Amount" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Delivery CO₂ Quality Standards" means the compositional limits of the CO₂ Rich Stream (including but not limited to minimum percentage of CO₂ and maximum levels of a range of impurities) that are permissible for entry to the relevant T&S Network, together with the maximum and minimum entry pressure and maximum and minimum entry temperature, as specified in the CCS Network Code and the T&S Connection Agreement, along with any other relevant requirements specified in the relevant T&S Operator's Entry Provisions;

"Delivery Pipeline Maintenance Event" means where the Emitter is required to vent CO₂ Rich Stream from the CO₂ T&S Delivery Point Pipeline in order for the Emitter to carry out planned or emergency maintenance on the CO₂ T&S Delivery Point Pipeline up to the CO₂ T&S Network Delivery Point(s) as provided for in section F (Network Design and Specification) of the CCS Network Code;

"Derived Data" means:

- (A) the Average Monthly Carbon Reference Price;
- (B) the Average Annual Carbon Reference Price;
- (C) the Average Annual Applicable Carbon Reference Price;
- (D) the Opex Payment QCiL Differential;
- (E) the Monthly Opex Payment;
- (F) the OP Net Payable Amount; and
- (G) the Opex Payment;

"Derived Data Agreement" means an agreement, in form and content satisfactory to the Waste ICC Contract Counterparty, to be entered into between the Emitter and the Waste ICC Contract Counterparty relating to the Emitter's use of and access to the relevant Derived Data;

"Development Consent Order" means a development consent order under section 114 of the Planning Act 2008;

"Devex Recovery Date" has the meaning given to that term in the Waste ICC Agreement;

"Devolved Legislation" means any: (i) Act of the Scottish Parliament; (ii) Act or Measure of Senedd Cymru; (iii) Act of the Northern Ireland Assembly; (iv) Scottish statutory instrument within the meaning of section 27 of the Interpretation and Legislative Reform (Scotland) Act

2010; (v) Welsh subordinate legislation within the meaning of s.3(2) of the Legislation (Wales) Act 2019; or (vi) Northern Ireland legislation or subordinate legislation within the meaning of section 98(1) of the Northern Ireland Act 1998;

"Direct Agreement" means an agreement in substantially the form set out in Annex 5 (*Form of Direct Agreement*), or in such other form as may be agreed by the Waste ICC Contract Counterparty (in its sole discretion);

"Directive" means, in relation to any Party, any ordinance, code, decision, directive, order, decree, regulation, determination, award, standard or rule of any Competent Authority:

- (A) which is legally binding upon that Party or, if not legally binding upon that Party, with which that Party would ordinarily comply, acting (in the case of the Emitter) in accordance with the Reasonable and Prudent Standard; and
- (B) in circumstances in which the Emitter is seeking to invoke the provisions of Part 7 (*Changes in Law*) with which the Emitter does in fact comply;

"Directors' Certificate" means a certificate signed by two (2) directors of the Emitter or one (1) director of the Emitter in the presence of a witness who attests the signature, such directors or director (as applicable) having made, and confirmed in the certificate as having made, all due and careful enquiries in relation to the information set out in such certificate (or set out in the notice, or enclosures or appendices to the notice which such certificate is accompanying) and certifying that such information is in all material respects true, complete, accurate and not misleading, in each case by reference to the facts and circumstances then existing, provided that where any such information is provided by a third party that is not a holding company or subsidiary of the Emitter or a Representative of any such party or the Emitter and is marked as such, the certification of the director or directors (as applicable) of that information shall only extend to the certification that that information is in all material respects true, complete, accurate and not misleading to the best of their knowledge and belief having made all due and careful enquiries;

"Discontinuance Date" shall have the meaning given to "User Discontinuance Date" in the CCS Network Code;

"Discriminatory Change in Law" means a Change in Law, the terms of which specifically (and not merely indirectly or consequentially or by virtue of the disproportionate effect of any Change in Law that is of general application) apply to:

- (A) the Project and not to the design, development, construction, completion, testing, commissioning, operation, maintenance and decommissioning of any other project;
- (B) the Capture Plant and not to any other capture plant; or
- (C) the Emitter and not to any other person;

"Discriminatory UK ETS Financial Support Change in Law" means a UK ETS Expansion Change in Law:

- (A) which results in any emitter referred to in limb (A) of the definition of "Other Change in Law" receiving financial support which is granted directly in connection with the legal obligations of such emitter under the UK Emissions Trading Scheme or any new UK emissions trading scheme (whether by the allocation of UK ETS Free Allowances or otherwise); and
- (B) in respect of which no equivalent financial support is granted to Waste ICC Emitters;

"Dispute" means any dispute or claim in any way relating to or arising out of the Waste ICC Contract or any other Waste ICC Document, whether contractual or non-contractual (and including any dispute or claim regarding: (i) their existence, negotiation, validity or enforceability; (ii) the performance or non-performance of a Party's obligations pursuant to them; or (iii) breach or termination of any of them);

"Dispute Information" has the meaning given to that term in Condition 44.7 (*Outline of Dispute Resolution Procedure*);

"Dispute Notice" has the meaning given to that term in Condition 44.3 (*Outline of Dispute Resolution Procedure*);

"Dispute Resolution Procedure" means the rules, obligations and procedures set out in Part 10 (*Dispute Resolution*) including the Arbitration Procedure and the Expert Determination Procedure;

"Downstream CO₂ Venting Event" means the process set out in section 4 of Part B (*Downstream CO₂ Vent - Technical Specification*) of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) by which the Emitter diverts:

- (A) following an Off-Specification CO₂ Event; or
- (B) during a Delivery Pipeline Maintenance Event,

one (1) or more stream(s) of CO₂ Rich Stream to a safe location from the Downstream CO₂ Vent Point via the Downstream CO₂ Vent and which

- (i) commences at the point in time at which the Emitter Shut-Off Valve(s) is switched to the closed position in accordance with paragraph 4.2(A) of Part B (*Downstream CO₂ Vent - Technical Specification*) of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) following the relevant Off-Specification CO₂ Event or Delivery Pipeline Maintenance Event (as applicable); and
- (ii) concludes at the point in time at which the Positive Isolation of the Downstream CO₂ Vent Point is reinstated in accordance with paragraph 4.4(B) of Part B (*Downstream CO₂ Vent - Technical Specification*) of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) following the satisfaction by the Emitter of each obligation set out in paragraphs 4.4(A), 4.4(C) and 4.4(D) of Part B (*Downstream CO₂ Vent - Technical Specification*);

"Downstream CO₂ Venting Event End Notification" has the meaning given to that term in Condition 25.1(B) (*Emitter Undertakings: Off-Specification CO₂ Event*);

"Downstream CO₂ Venting Notification(s)" has the meaning given to that term in Condition 25.1(B) (*Emitter Undertakings: Off-Specification CO₂ Event*);

"Downstream CO₂ Venting Event Start Notification" has the meaning given to that term in Condition 25.1(A) (*Emitter Undertakings: Off-Specification CO₂ Event*);

"Downstream CO₂ Venting Specification" means Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"Downstream CO₂ Venting" has the meaning given to that term in paragraph 2 of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"Downstream CO₂ Vent(s)" has the meaning given to that term in paragraph 2 of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"Downstream CO₂ Vent Point(s)" has the meaning given to that term in paragraph 2 of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"EA 2023" means the Energy Act 2023;

"Early Recalculation Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Economic Regulator" means the independent economic regulator of the economic regulatory regime for the T&S Networks;

"Effective Projected CO₂ Output to T&S" has the meaning given to that term in Condition 30.33 (*Additional calculations: Effective Projected CO₂ Output to T&S and Estimated CO₂ Output to T&S*);

"EIR" means the Environmental Information Regulations 2004, together with (where the context requires) any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body in relation to such legislation;

"Eligible Emitter" has the meaning given to the term "eligible carbon capture entity" in the EA 2023;

"Eligible Opex Differential" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Eligible Opex Items" has the meaning given to that term in the Waste ICC Agreement;

"Eligible Waste Technologies" has the meaning given to that term in the Waste ICC Agreement;

"Emitter" has the meaning given to that term in the Waste ICC Agreement;

"Emitter Available T&S Capacity" means the maximum amount of CO₂ Rich Stream that the Emitter can deliver to the T&S Network during a T&S Outage Event as a proportion of the Maximum T&S Capacity (*expressed as a percentage (%)*);

"Emitter Biogenic LTSS Breach Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Emitter Biogenic LTSS Breach Response Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Emitter Biogenic LTSS Data Breach Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Emitter Biogenic LTSS Data Breach Response Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Emitter Capture Rate Breach Rectification Notice" has the meaning given to that term in Condition 22.14 (*Rectification of Termination Threshold Capture Rate Breach*);

"Emitter CO₂ Capture Test Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Emitter CO₂ Measurement Data Breach Notice" has the meaning given to that term in Condition 23.5 (*Notification by Emitter of CO₂ Measurement Data Obligation breach*);

"Emitter Confidential Information" means:

- (A) all Information which is confidential or proprietary in nature and which relates (directly or indirectly) to the Emitter, the Installation or the Project which the Waste ICC Contract Counterparty (or its Representatives) receives or has received from:
 - (i) the Emitter (or its Representatives); or
 - (ii) any third party who receives or has received such Information from the Emitter (or its Representatives) in connection with the Waste ICC Contract;

in each case including any Information which the Waste ICC Contract Counterparty prepares which contains or makes explicit reference to such Information or from which such Information is readily ascertainable;

- (B) without prejudice to the generality of paragraph (A) above, all Information relating to:
 - (i) any QCiL Compensation or QCiL True-Up Compensation, including all Information relating to or arising from negotiations or discussions and correspondence in respect of any such QCiL Compensation or QCiL True-Up Compensation; and
 - (ii) any T&S Termination Payment, including all Information relating to or arising from negotiations or discussions and correspondence in respect of any such T&S Termination Payment; and
- (C) all Information which relates to or arises from negotiations, discussions and correspondence in connection with the Waste ICC Contract,

but excluding in each case any Excluded Information;

"Emitter Data" means all data and Information, including Confidential Information and any personal data, relating to the Emitter or any of its respective technology, operations, facilities, assets or programmes, or relating to the Emitter's personnel or customers, in whatever form that data and information may exist;

"Emitter Excess Amount" has the meaning given to that term in Condition 11 (*Cap on Cumulative Emitter's Payments*);

"Emitter Net Payable Amount" means, in respect of a Billing Period, any amount which is due and payable by the Emitter to the Waste ICC Contract Counterparty calculated in accordance with Condition 12.6 (*Calculation of CP Net Payable Amount*), Condition 12.12 (*Calculation of OP Net Payable Amount*) and/or Condition 12.21 (*Calculation of T&S Net Payable Amount*) (as applicable) and any Monthly GGR Credit Revenue Payment;

"Emitter Permitted Purposes" means:

- (A) complying with the Emitter's responsibilities and obligations, and exercising the Emitter's rights, powers and discretions, under or in connection with the Waste ICC Contract, any other Waste ICC Document or the Grant Funding Agreement; and
- (B) complying with the Emitter's responsibilities and obligations under or by virtue of the EA 2023, any other Law, or any Directive, policy or guidance;

"Emitter Planned Outage" means:

- (A) a Full Capture Outage Event; and/or
- (B) a Full Waste Installation Outage Event,

that has been scheduled by or on behalf of the Emitter in advance of such event occurring;

"Emitter Planned Outage End Notification" has the meaning given to that term in Condition 24.2(B) (*Notification of Emitter Planned Outages*);

"Emitter Planned Outage Notifications" has the meaning given to that term in Condition 24.2(B) (*Notification of Emitter Planned Outages*);

"Emitter Planned Outage Start Notification" has the meaning given to that term in Condition 24.2(A) (*Notification of Emitter Planned Outages*);

"Emitter QCiL Notice" has the meaning given to that term in Condition 29.8 (*Qualifying Change in Law: Procedure*);

"Emitter QCiL Notice Information Request" has the meaning given to that term in Condition 29.11 (*Emitter QCiL Notice*);

"Emitter QCiL Response Notice" has the meaning given to that term in Condition 29.2 (*Emitter QCiL Response Notice*);

"Emitter QCiL Response Notice Information Request" has the meaning given to that term in Condition 29.6 (*Emitter QCiL Response Notice*);

"Emitter QCiL True-Up Notice" has the meaning given to that term in Condition 32.8 (*Waste ICC Contract Counterparty QCiL True-Up Notice*);

"Emitter QCiL True-Up Notice Information Request" has the meaning given to that term in Condition 32.11 (*Emitter QCiL True-Up Notice*);

"Emitter QCiL True-Up Response Notice" has the meaning given to that term in Condition 32.3 (*Emitter QCiL True-Up Response Notice*);

"Emitter QCiL True-Up Response Notice Information Request" has the meaning given to that term in Condition 32.6 (*Emitter QCiL True-Up Response Notice*);

"Emitter Repeating Representations" means each of the representations and warranties set out in Condition 18.1 (*Emitter representations and warranties*) (other than in Condition 18.1(G) (*No litigation*) and Condition 18.1(H) (*No requirement to deduct or withhold*)) of the Waste ICC Contract;

"Emitter Revised Planned Outage Notification" has the meaning given to that term in Condition 24.2(D)(ii) (*Notification of Emitter Planned Outages*);

"Emitter System Failure" means a failure by the Emitter to make all due and careful enquiries when providing CO₂ Measurement Data to the Waste ICC Contract Counterparty pursuant to Condition 23.1 which has led to the provision of data which is misleading, except where the Emitter has, within five (5) Business Days from the date it provides such data to the Waste ICC Contract Counterparty, provided Revised CO₂ Measurement Data to the Waste ICC Contract Counterparty pursuant to Condition 23.9 (*Rectification of CO₂ Measurement Data Obligation breach*);

"Emitter T&S Connection Delay Compensation Notice Information Request" has the meaning given to that term in Condition 3.43 (*T&S Connection Delay Compensation and TCDE Relief Amount*);

"Emitter T&S Connection Delay True-Up Notice" has the meaning given to that term in Condition 3.55 (*Emitter T&S Connection Delay True-Up Notice*);

"Emitter T&S Connection Delay True-Up Notice Information Request" has the meaning given to that term in Condition 3.58 (*Emitter T&S Connection Delay True-Up Notice*);

"Emitter T&S Connection Delay True-Up Response Notice" has the meaning given to that term in Condition 3.50 (*Emitter T&S Connection Delay True-Up Response Notice*);

"Emitter T&S Connection Delay True-Up Response Notice Information Request" has the meaning given to that term in Condition 3.53 (*Emitter T&S Connection Delay True-Up Response Notice*);

"Emitter T&S Connection Works" means the User Works (as defined in the CCS Network Code) that the Emitter is required or elects to carry out and complete pursuant to the T&S Construction Agreement other than any T&S Network connection works which are dependent on the T&S Network being available;

"Emitter T&S Prolonged Unavailability Remediation Notice" has the meaning given to that term in Condition 38.18(B) (*Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension*);

"Emitter T&S Prolonged Unavailability Response Deadline" has the meaning given to that term in Condition 38.8(B)(i)(a) (*Termination for T&S Prolonged Unavailability Event*);

"Entry Provisions" has the meaning given to that term in the CCS Network Code;

"Environment Agencies" means: (i) the Environment Agency in England; (ii) Natural Resources Wales; (iii) the Scottish Environment Protection Agency; and (iv) the Northern Ireland Environment Agency;

"Estimated CO₂ Output to T&S" has the meaning given to that term in Condition 30.34 (*Additional calculations: Effective Projected CO₂ Output to T&S and Estimated CO₂ Output to T&S*);

"European Union" or **"EU"** means the European Union, established by the Treaty of the European Union signed at Maastricht on 7 February 1992 (as amended, supplemented or replaced by any later Treaty);

"EU(W)A 2018" means the European Union (Withdrawal) Act 2018;

"Ex-Ante" means that the relevant QCiL Compensation will be calculated and paid in advance of the corresponding QCiL Costs, QCiL Savings and/or Adjusted Capture Period arising;

"Ex-Post" means that the relevant QCiL Compensation will be calculated and paid in arrears of the corresponding QCiL Costs, QCiL Savings and/or Adjusted Capture Period arising;

"Excluded Change in Law" means a Change in Law which is not a Qualifying Change in Law;

"Excluded Information" means Information:

- (A) in, or which enters, the public domain otherwise than as a consequence of a breach of any provision of the Waste ICC Contract;
- (B) properly in the possession of the recipient on a non-confidential basis and not, to the knowledge of the recipient, as a result of a breach by it, its Representatives or any third party of any duty of confidentiality attaching thereto prior to such Information being acquired by or provided to it; or
- (C) which is Waste ICC Register Information;

"Exempted Installation FE Multiplier" has the meaning given to that term in Condition 8.26 (*Exempted Installation FE Multiplier*);

"Expected Installation Data" means the Emitter's estimate, for each year (from 1 April to 31 March inclusive) of the remainder of the Term, of:

- (A) the expected CO₂ capture rate of the Installation (*expressed as a percentage (%)*) which is as it will be measured by the Installation Measurement Equipment;
- (B) the expected mass quantity of CO₂ (*expressed in tCO₂*) that will be captured by the Installation which is as it will be measured by the Installation Measurement Equipment;
- (C) in relation to the estimates referred to at paragraphs (A) – (B), an explanation of the underlying assumptions and key uncertainties provided in a format to be determined by the Waste ICC Contract Counterparty (acting reasonably); and
- (D) where a submission of the estimates or data referred to in paragraphs (A) – (B) has been made by the Emitter to the Waste ICC Contract Counterparty, and where such estimates or data has changed significantly since the last submission, the reasons for those changes;

"Expected QCiL Effective Date" means the date on which a Qualifying Change in Law is expected to be implemented, occur or become effective;

"Expert" means any person appointed to determine a Dispute in accordance with Condition 46 (*Expert Determination Procedure*);

"Expert Appointment Date" means the date on which an Expert is appointed to determine an Expert Dispute by means of an appointment letter entered into by such Expert and each of the Parties;

"Expert Appointment Threshold" has the meaning given to that term in Condition 36.7 (*Expert Appointment Threshold*);

"Expert Determination Notice" has the meaning given to that term in Condition 46.1 (*Expert Determination Procedure*);

"Expert Determination Procedure" means the rules, obligations and procedures set out in Condition 46 (*Expert Determination Procedure*);

"Expert Determination Response Notice" has the meaning given to that term in Condition 46.3 (*Expert Determination Procedure*);

"Expert Dispute" means a Dispute which, pursuant to the terms of the Waste ICC Contract, is to be referred for determination in accordance with the Expert Determination Procedure;

"Expert Referral Date" has the meaning given to that term in Condition 46.6(A) (*Expert Determination Procedure*);

"Expiry Date" means the Specified Expiry Date as such date may be extended in accordance with Conditions 2.2 to 2.7 (*Extension*);

"Extended Term" means any extension to the Term pursuant to Condition 2.2 to 2.7 (*Extension*);

"Extension Conditions" has the meaning given to that term in Condition 2.5(A) (*Extension*);

"Extension Delivery Date" means:

- (A) in relation to the Initial Term, the earlier of:
 - (i) the date which is four (4) Months prior to the expiry of the Initial Term; and
 - (ii) the date on which the Waste ICC Contract Counterparty has notified the Emitter (or it is determined in accordance with the Dispute Resolution Procedure) that it has accepted:
 - (a) the Biogenic LTSS Data Auditing Report & Verification Statement relating to the full Contract Payment Term Year immediately preceding the date which is twelve (12) Months prior to the expiry of the Initial Term for the purpose of determining whether or not the Extension Condition set out at Condition 2.5(A)(i) has been satisfied (but without prejudice to the Waste ICC Contract Counterparty's right to accept or reject the Biogenic LTSS Data Auditing Report & Verification Statement in accordance with Annex 13 (*Biogenic LTSS Requirements*)); and
 - (b) the Compliance GGR Credit Revenue Auditor's Report and/or the Voluntary GGR Credit Revenue Auditor's Report (as applicable) relating to the full Contract Payment Term Year immediately preceding the date which is twelve (12) Months prior to the expiry of the Initial Term in accordance with Annex 12 (*Greenhouse Gas Removal Credits*); and
- (B) (if applicable) in relation to each Contract Payment Term Year of the Extended Term, the earlier of:
 - (i) the date which is four (4) Months prior to the expiry of such Contract Payment Term Year; and
 - (ii) the date on which the Waste ICC Contract Counterparty has notified the Emitter (or it is determined in accordance with the Dispute Resolution Procedure) that it has accepted:
 - (a) the Biogenic LTSS Data Auditing Report & Verification Statement relating to the full Contract Payment Term Year immediately preceding the relevant Contract Payment Term Year in accordance with the Biogenic LTSS Technical Specification; and
 - (b) the Compliance GGR Credit Revenue Auditor's Report and/or the Voluntary GGR Credit Revenue Auditor's Report (as applicable) relating to the full Contract Payment Term Year immediately preceding the relevant Contract Payment Term Year in accordance with Annex 12 (*Greenhouse Gas Removal Credits*);

"Extension Delivery Window" means:

- (A) in relation to the Initial Term, the period from the date which is eighteen (18) Months prior to the expiry of the Initial Term to the date which is twelve (12) Months prior to the expiry of the Initial Term; and
- (B) (if applicable) in relation to each Contract Payment Term Year of the Extended Term, the period from the date which is eighteen (18) Months prior to the expiry of such Contract Payment Term Year to the date which is twelve (12) Months prior to the expiry of such Contract Payment Term Year;

"Extension Metered CO₂ Output to T&S Estimate" shall be calculated as follows:

$$ECO2_{Out_E} = DCO2_{Out_E} \times d$$

where:

- $ECO2_{Out_E}$ = the Extension Metered CO₂ Output to T&S Estimate (tCO₂);
- $DCO2_{Out_E}$ = the Daily Metered CO₂ Output to T&S Estimate (tCO₂); and
- d = the number of days in the five (5) full Contract Payment Term Years immediately preceding the relevant Extension Delivery Date which shall be equal to one thousand eight hundred and twenty-five (1,825);

"Extension Request Certificate" has the meaning given to that term in Condition 2.2 (*Extension*);

"Extension Required CO₂ Capture Rate" means an Achieved CO₂ Capture Rate which is the higher of:

- (A) five (5) percentage points less than the lower of: (i) the OCP Achieved CO₂ Capture Rate; and (ii) the CO₂ Capture Rate Estimate; and
- (B) eighty-five per cent. (85%);

"Extension Response Notice" has the meaning given to that term in Condition 2.4 (*Initial Extension*);

"Fallback Price" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Dispute" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Dispute Deadline" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Dispute Emitter" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Dispute Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Dispute Threshold Criterion" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Dispute Validity Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Expert Appointment Threshold" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Principles" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Principles Prioritisation" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Principles Request Criterion" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Principles Request Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review Implementation Date" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review Outcome Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review Proposal" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review Response Deadline" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review Response Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Review Trigger" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Fallback Price Source Quality Criteria" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"FE Calculation Month" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"FE Formula" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"FE Submission Deadline" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Final Recalculation" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"First Submission" has the meaning given to that term in Condition 46.6(B) (*Expert Determination Procedure*);

"First Submission Deadline" has the meaning given to that term in Condition 46.6(B) (*Expert Determination Procedure*);

"Fitch" means Fitch Ratings Limited, an English corporation, and any successor thereto;

"FM Affected Party" has the meaning given to that term in Condition 57.1 (*Relief due to Force Majeure*);

"FMV Compliant Transfer" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"FoIA" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act, together with (where the context requires) any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body in relation to such legislation;

"FoIA Information" means any information of whatever nature, however conveyed, and in whatever form, including written, oral and electronic and in visual or machine-readable form (including CD-ROM, magnetic and digital form);

"Force Majeure" means any event or circumstance including;

- (A) any Change in Law (which expression, for the purposes of this definition, shall not include any Foreseeable Change in Law, and, in the period to the Start Date, shall include any change after the Agreement Date in the policy or guidance of any Competent Authority); and
- (B) any event or circumstance resulting from any action or omission by or of any Waste ICC Contract Settlement Services Provider,

provided that such event or circumstance:

- (i) is beyond the reasonable control of the FM Affected Party or, if relevant, its Representatives (in the case of the Emitter and its Representatives, acting and having acted in accordance with the Reasonable and Prudent Standard);
- (ii) could not reasonably have been avoided or overcome by the FM Affected Party or its Representatives (as appropriate);
- (iii) is not due to the FM Affected Party's fault or negligence (or that of its Representatives); and
- (iv) is not a T&S Outage Event, a T&S Commissioning Delay Event or a T&S Cessation Event,

provided always that:

- (a) neither non-availability of funds nor the lack of funds shall ever constitute Force Majeure; and

- (b) no event or circumstance which has occurred before the Agreement Date of which, at or before the Agreement Date, the Emitter or any of its Representatives either was aware, or (if it or they had made all due and careful enquiries and acted to the Reasonable and Prudent Standard) could be expected to have been aware, shall constitute a Force Majeure;

"Forecast Data" has the meaning given to that term in Condition 28.2 (*Forecast Data*);

"Foreseeable Change in Law" means, in respect of a Change in Law, that the relevant change:

- (A) was published on or after 1 January 2000 but before the Agreement Date in:
 - (i) a draft Bill;
 - (ii) a Bill;
 - (iii) an Act of Parliament which had been enacted but which had not (in whole or in part) come into effect;
 - (iv) Devolved Legislation which had not (as regards that Change in Law) come into effect;
 - (v) draft subordinate legislation;
 - (vi) draft Devolved Legislation;
 - (vii) subordinate legislation which had not (as regards that Change in Law) come into effect;
 - (viii) a draft Required Authorisation or Required Authorisation which had been made but which had not (as regards that Change in Law) come into effect;
 - (ix) a draft Directive or in a Directive which had been made but which had not (as regards that Change in Law) come into effect;
 - (x) a draft Treaty or other international agreement in relation to which His Majesty's Government of the United Kingdom had made a public statement (from which it had not prior to the Agreement Date publicly resiled) that it would be a signatory; or
 - (xi) a Treaty or other international agreement to which the United Kingdom was a signatory but which had not (as regards that Change in Law) come into effect,

but only to the extent that the change has substantially the same effect as that which was contemplated in such publication and provided that the change shall not be deemed not to have substantially the same effect solely because it is enacted or brought into effect after the Agreement Date in a different form, or by a different person or Competent Authority, than when published before the Agreement Date;
- (B) is contemplated in a proposal or option(s) which was (or were) published on or after 1 January 2000 but before the Agreement Date:
 - (i) in a consultation document of a Competent Authority and which is the stated preferred proposal (or, if only one (1) proposal was made, that proposal) of the Competent Authority (whether or not the Competent Authority is, at the Agreement Date, consulting (or has completed consulting) or considering (or

has considered any) responses to the consultation), unless that proposal has been superseded by another stated preferred proposal or formally withdrawn, or the Competent Authority has formally indicated that it does not intend to proceed with it; or

- (ii) in a final modification report in respect of a relevant Industry Document,

but only to the extent that the change has substantially the same effect as that which was contemplated in such publication and provided that the change shall not be deemed not to have substantially the same effect solely because it is enacted or brought into effect after the Agreement Date in a different form, or by a different person or Competent Authority, than when published before the Agreement Date;
- (C) results from the enactment and implementation of Chapter 1 of Part 2 of the EA 2023;
- (D) occurs as a result of the amendment, supplement, termination, repeal, replacement or withdrawal of all or part of any document which is referred to in any Law, Directive, Industry Document or Required Authorisation in existence at the Agreement Date, provided that:
 - (i) a document setting out the nature of such amendment, supplement, termination, repeal, replacement or withdrawal (whether or not in draft) had been published on or before the Agreement Date; and
 - (ii) such amendment, supplement, termination, repeal, replacement or withdrawal has substantially the same effect as that so published;
- (E) constitutes the re-enactment, re-making or similar of (in whole or in part) any Law, Directive, Industry Document or Required Authorisation, provided that the re-enacted, re-made or similar Law, Directive, Industry Document or Required Authorisation, as the case may be, has substantially the same effect as that of which it is a re-enactment, re-making or similar;
- (F) implements or gives effect to (the whole or part of) any Treaty which has been published on or after 1 January 2000 but before the Agreement Date (and notwithstanding that implementation proposals and/or related sanctions for any part of the United Kingdom have not been published or have not (in whole or in part) come into effect on the Agreement Date), provided that the implementation proposals and/or related sanctions which come into effect in the United Kingdom (or relevant part thereof) have substantially the same application as the provision in the Treaty which it implements;
- (G) results from any Required Authorisation or Directive obtained or made pursuant to or for the purposes of another Required Authorisation or Directive which has been made prior to or is in force on the Agreement Date (the **"First Required Authorisation or Directive"**) unless the Emitter is obliged to obtain such a Required Authorisation or Directive because of an unforeseeable amendment to the First Required Authorisation or Directive made after the Agreement Date;
- (H) results from any exercise of the Royal Prerogative where such exercise has the same, or substantially the same effect, as that which was proposed on or after 1 January 2000 but before the Agreement Date;
- (I) constitutes a change in the interpretation or application of a Law, Directive, Industry Document or Required Authorisation by any Competent Authority if such interpretation or application is in accordance with a proposal set out in a document (whether or not in draft) which was published on or after 1 January 2000 but before the Agreement Date

and the change has substantially the same effect as that which was proposed in the document;

- (J) results from legal proceedings:
 - (i) commenced;
 - (ii) pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert; or
 - (iii) threatened (by issue of a formal written notice before action or similar),
 against the Emitter on or prior to the Agreement Date; or
- (K) results from legal proceedings against the Installation (including legal proceedings against a Competent Authority in relation to a Required Authorisation) where, on or prior to the Agreement Date:
 - (i) notice of such proceedings had been published by the court, arbitral or other tribunal, administrative or regulatory body, or, as the case may be, expert, hearing the legal proceedings;
 - (ii) the Emitter had been informed of such proceedings by any party to the legal proceedings or by the court, arbitral or other tribunal, administrative or regulatory body, or, as the case may be, expert hearing the legal proceedings; or
 - (iii) such proceedings were (a) commenced, (b) pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert, or (c) threatened (by issue of a formal written notice before action or similar); and, in each case, the Emitter was aware, or could reasonably be expected to have become aware of such proceedings; or
- (L) results from an application for judicial review in respect of the grant of any of the Applicable Planning Consents, made:
 - (i) within six (6) weeks of the grant of the relevant Applicable Planning Consent, in relation to an application to which paragraph 5 of Rule 54.5 of the Civil Procedure Rules applies; or
 - (ii) within three (3) Months of the grant of the relevant Applicable Planning Consent, in relation to all other applications,

provided always that:

- (a) a Change in Law which imposes a requirement that the Installation permanently ceases operation;
- (b) a UK ETS Conflict Change in Law;
- (c) a UK ETS Alternative MRV Event;
- (d) a Discriminatory UK ETS Financial Support Change in Law; and/or
- (e) a Change in Law which is implemented, occurs or becomes effective after the Agreement Date and is enacted pursuant to any proposal or measure contained or set out in:

- (1) the Review of Electricity Market Arrangements consultation issued by the Department for Energy Security and Net Zero on 18 July 2022;
- (2) the Review of Electricity Market Arrangements: Summary of responses to consultation dated 7 March 2023; and/or
- (3) the Review of Electricity Market Arrangements second consultation issued by the Department for Energy Security and Net Zero on 12 March 2024,

shall not be a Foreseeable Change in Law;

"FSMA" means the Financial Services and Markets Act 2000;

"Full Capture Outage Event" means an event where the Capture Plant is fully unavailable;

"Full T&S Outage Event" means an event or circumstance affecting the relevant T&S Network which:

- (A) prevents the Capture Plant from accessing and exporting any captured CO₂ Rich Stream to such T&S Network; or
- (B) as a direct result of the Available Registered Capacity which is made available to the Emitter as a consequence of such event or circumstance, means that it is not technically feasible for the Emitter to continue capturing and injecting CO₂ Rich Stream into the T&S Network because such Available Registered Capacity is less than the Minimum Turndown Rate,

in each case, for a period equal to or exceeding one (1) day;

"Full Waste Installation Outage Event" means an event where the Waste Installation is fully unavailable;

"Funding Mechanism" means any mechanism which is in place from time to time which makes provision for HMG (in its capacity as funding body) to make payments to the Waste ICC Contract Counterparty for the purpose of ensuring that the Waste ICC Contract Counterparty is in sufficient funds to meet its liabilities in full pursuant to CCUS Programme Waste ICC Contracts;

"Further Accumulated GGR Credit Collateral Posting Date" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Further Accumulated GGR Credit Collateral Posting Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Further Accumulated GGR Credits Threshold" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Further Biogenic LTSS Proving Test" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Further Capture Outage Relief Event Response Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Further CO₂ Capture Rate CS Response Notice" has the meaning given to that term in Condition 3.81(C)(iii) (*CO₂ Capture Rate Condition Subsequent*);

"Further CCU Response Notice" has the meaning given to that term in Condition 27.6(C)(ii) (*Notification of CCU*);

"Further Extension Response Notice" has the meaning given to that term in Condition 2.6(C)(ii) (*Initial Extension*);

"Further GGR Credit Revenue Auditor's Report Response Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Further Milestone Assessment Response Notice" has the meaning given to that term in Condition 4.4(C)(ii) (*Milestone Requirement Notice*);

"Further OCP Response Notice" has the meaning given to that term in Condition 3.10(C)(ii) (*Operational Conditions Precedent: General Reporting Obligations*);

"Further Opex Costs Early Reopener Response Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Further T&S Network Availability Response Notice" has the meaning given to that term in Condition 3.66(C)(ii) (*T&S Connection Confirmation CP*);

"Further TCDE Response Notice" has the meaning given to that term in Condition 3.33(C)(ii) (*T&S Connection Confirmation CP Relief*);

"Further UK ETS Conflict Review" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Implementation Date" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Outcome Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Proposals" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Response Deadline" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Response Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Trigger" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Further UK ETS Conflict Review Trigger Date" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"General Amendment" means any Proposed Amendment which:

- (A) is a Technical Amendment; and
- (B) the Waste ICC Contract Counterparty proposes be effected in respect of either:

- (i) all CCUS Programme ICC Contracts to which the Waste ICC Contract Counterparty is a party at the time the Amendment Notification in respect of the Proposed Amendment is given; or
- (ii) all CCUS Programme ICC Contracts of a particular category to which the Waste ICC Contract Counterparty is a party at the time the Amendment Notification in respect of the Proposed Amendment is given,

in each case, other than any CCUS Programme ICC Contract to which Annex 4 (*Change Control Procedure*) is expressed not to apply;

"GGO Instrument" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGO Instrument Restrictions" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Acceptable Collateral" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Audit Year" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Bond" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Bond Details Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Bond Event" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Collateral Amount" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Collateral Correction Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit Compensatory Interest" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit Compensatory Interest Amount" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit Compensatory Interest Rate" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit Issuance Restrictions" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit Recalculation Amount" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit Revenue Auditor's Report Response Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credit Revenue Auditor's Report Supporting Information" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credits Percentage" means the Voluntary GGR Credits and Compliance GGR Credits (*expressed in tCO₂ or tCO₂e*) issued, granted or allocated during, or attributed to, the relevant Calculation Period as a proportion of the Metered CO₂ Output to T&S (*expressed as a percentage (%)*), calculated in accordance with the following formula:

$$GGRC P_j = \frac{GGRC_j}{CO2\_Out\_T\&S_j}$$

where:

- $GGRC P_j$ = the GGR Credits Percentage (*expressed as a percentage (%)*) in the relevant Calculation Period (j);
- $GGRC_j$ = the sum of the Voluntary GGR Credits and Compliance GGR Credits (*expressed in tCO₂ or tCO₂e*) issued, granted, allocated or attributed in the relevant Calculation Period (j); and
- $CO2\_Out\_T\&S_j$ = the Metered CO₂ Output to T&S (*expressed in tCO₂*) in the relevant Calculation Period (j);

"GGR Credits Extension Condition" has the meaning given to that term in Condition 2.3 (*Extension*);

"GGR Credits Extension Condition Assessment Period" means, in relation to the Initial Term and, if applicable, each Contract Payment Term Year of the Extended Term, the shorter of:

- (A) the period of thirty-six (36) Months ending on the date which is twelve (12) Months prior to the expiry of the Initial Term or twelve (12) Months prior to the expiry of the relevant Contract Payment Term Year (as applicable); and
- (B) the period between:
- (i) the earlier of:
 - (a) the date on which the first Voluntary Scheme Accreditation Notice or Compliance Scheme Accreditation Notice is issued by the Emitter; and
 - (b) the date which is twenty-four (24) Months after the first to occur of the VSR Implementation Date and the CSR Implementation Date; and
 - (ii) the date which is twelve (12) Months prior to the expiry of the Initial Term or the expiry of the relevant Contract Payment Term Year (as applicable);

"GGR Credits Extension Condition Threshold" means, in relation to the Initial Term and, if applicable, each Contract Payment Term Year of the Extended Term, an amount (*expressed in tCO₂e*) of Voluntary GGR Credits and Compliance GGR Credits applied for by the Emitter equal to:

- (A) ninety-five per cent. (95%) of the Negative GHG Emissions, if the GGR Credits Extension Condition Assessment Period is thirty-six (36) Months;
- (B) ninety per cent. (90%) of the Negative GHG Emissions, if the GGR Credits Extension Condition Assessment Period is equal to or exceeds twenty-four (24) Months and is less than thirty-six (36) Months; or
- (C) eighty-five per cent. (85%) of the Negative GHG Emissions, if the GGR Credits Extension Condition Assessment Period is equal to or exceeds twelve (12) Months and is less than twenty-four (24) Months;

"GGR Credits Security Auditor's Report" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credits Security Confirmation" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credits Security Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Credits Security Restriction" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Information Failure" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Letter of Credit" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Letter of Credit Details Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Letter of Credit Events" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Non-Compliance Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Posted Collateral" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Posted Collateral Demand" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Qualifying Bond Provider" or **"GGR Qualifying Issuer"** has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Reserve Account" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Secured Sums" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Government Entity" means:

- (A) any department, non-departmental public body, authority or agency of His Majesty's Government of the United Kingdom or the Crown;

- (B) any of His Majesty's Secretaries of State and any other Minister of the Crown;
- (C) any body corporate established by statute, some or all of the members of which are appointed by a Secretary of State or Minister of the Crown; and
- (D) any other entity or person directly or indirectly wholly owned by, or held on trust for, any of the foregoing;

"Grant Funding Agreement" means the agreement for the provision of grant funding in relation to the Project entered into on or around the date of the Waste ICC Agreement between the Secretary of State and the Emitter;

"Greenhouse Gas Removal Audit Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Greenhouse Gas Removal Audit Right" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Greenhouse Gas Removal Audit Termination Event" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Greenhouse Gas Removal Information Termination Event" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Group" means, in respect of any Party, its subsidiaries, subsidiary undertakings, associated undertakings and any holding company of the Party and all other subsidiaries, subsidiary undertakings and associated undertakings of any such holding company from time to time;

"HMG" means His Majesty's Government;

"HoldCo" has the meaning given to that term in the Waste ICC Agreement;

"Hospital and Small Emitter" means an installation determined to be a hospital or small emitter pursuant to the UK ETS Order;

"ICC Contract Counterparty" means the Low Carbon Contracts Company Ltd;

"ICC Emitters" means, at the relevant time, all parties (other than the ICC Contract Counterparty) to CCUS Programme ICC Contracts, provided that, where there are two (2) or more parties to any CCUS Programme ICC Contract other than the ICC Contract Counterparty, only one (1) of them shall be counted for the purposes of this definition;

"Income, Profits or Gains" includes any income, profits or gains which are deemed to be earned, accrued or received by the Emitter for the purposes of any Tax;

"Incomplete Billing Period" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Incomplete Settlement Unit" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Industry Documents" means any and all agreements, codes, standards and instruments regulating the capture, temporary storage, permanent storage, distribution, transportation, and trading of CO₂ in the United Kingdom, including any CCS Network Code, and **"Industry Document"** shall be construed accordingly;

"Inflation Factor" means:

- (A) in the absence of any re-basing of the CPI which has taken effect prior to the relevant OP Indexation Anniversary in respect of each Settlement Unit (*i*):

$$\Pi_i = \frac{CPI_i}{CPI_{base}}$$

where:

- Π_i = the Inflation Factor which applies on and from the relevant OP Indexation Anniversary;
- CPI_i = the CPI for January of the relevant calendar year or, where the CPI for January is not published by the first (1st) day of April in such calendar year, the Reference CPI, which is applicable to the Settlement Unit (*i*); and
- CPI_{base} = the Base Year CPI; or

- (B) if the CPI is re-based and such re-basing has taken effect prior to the OP Indexation Anniversary, in respect of each Settlement Unit (*i*):

$$\Pi_i = \frac{CPI_i^{new}}{CPI_{base}^{old}} \times \frac{CPI_b^{old}}{CPI_b^{new}}$$

where:

- Π_i = the Inflation Factor which applies on and from the relevant OP Indexation Anniversary;
- CPI_i^{new} = the CPI applicable to Settlement Unit (*i*), using the new (re-based) index;
- CPI_{base}^{old} = the Base Year CPI, using the original index;
- CPI_b^{old} = the CPI in the Month in which the re-basing has occurred, using the original index; and
- CPI_b^{new} = the CPI in the Month in which the re-basing has occurred, using the new (re-based) index;

"Information" means any information of whatever nature and in whatever form, including written, oral and electronic and in visual or machine-readable form (including CD-ROM, magnetic and digital form) and, in relation to any obligation of any person to provide information pursuant to the Waste ICC Contract or any other Waste ICC Document, shall be limited to such information that is within the control of that person, and for these purposes information shall be deemed to be within the control of a person if: (i) it is within the possession of such person; (ii) such person has a right to possession of it; or (iii) such person has a right to inspect or take copies of it;

"Information Commissioner" has the meaning given to that term in the FoIA;

"Information Security Laws" means all applicable laws and regulations in each case pertaining to the security, confidentiality, integrity, availability and protection or privacy of the Waste ICC Contract Counterparty, the Automated Data System, the Information Systems, Waste ICC Contract Counterparty Data and any other Information, as amended or re-enacted from time to time;

"Information Systems" means the computer systems, communications systems and equipment (including network and telecommunications equipment, smartphones and mobile devices), hardware, firmware and software (including associated preparatory materials, user manuals and other related documentation), used in the performance of the Waste ICC Contract and which, in each case, are owned or used by either Party;

"Initial Collateral Repayment Date" means, in respect of any Collateral Posting Notice, the date falling twelve (12) Months after the Collateral Posting Date specified in such notice;

"Initial Conditions Precedent" means the conditions precedent set out in Part A of Annex 1 (*Conditions Precedent*) and **"Initial Condition Precedent"** shall be construed accordingly;

"Initial CP Provisions" means Part 7 (*Changes in Law*), Annex 6 (*Initial (Carbon Reference Price Review)*) and Annex 7 (*Carbon Reference Price Review*);

"Initial CRP Mechanism Amendment" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Initial CRP Principles" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Initial CRP Principles Prioritisation" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Initial CRP Quality Criteria" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Initial Milestone Delivery Date" has the meaning given to that term in the Waste ICC Agreement;

"Initial Minimum Turndown Rate" has the meaning given to that term in the Waste ICC Agreement;

"Initial Notified OCP Performance Test Date" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Initial Recalculation" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Initial Strike Price" has the meaning given to that term in the Waste ICC Agreement;

"Initial Target Commissioning Window" has the meaning given to that term in the Waste ICC Agreement;

"Initial Term" has the meaning given to that term in Condition 2.1 (*Term and duration*);

"Initial UKA Futures Index" means an index of December UKA Futures Contracts reported on the ICE Futures Europe exchange;

"Inlet CO₂ Measurement Data" has the meaning given to that term in the Waste ICC Agreement;

"Inlet CO₂ Measurement Equipment" means the measurement equipment which is required to determine the Measured CO₂ Input in accordance with the relevant Inlet CO₂ Measurement Specification(s) which may include flow meters, compositional analysers, temperature measurement equipment, pressure measurement equipment, associated communications equipment and any other necessary ancillary equipment and infrastructure;

"Inlet CO₂ Measurement Obligation" has the meaning given to that term in Condition 21.2 (*Undertakings: Inlet CO₂ Measurement Obligation*);

"Inlet CO₂ Measurement Point(s)" has the meaning given to that term in the Waste ICC Agreement;

"Inlet CO₂ Measurement Specification(s)" has the meaning given to that term in the Waste ICC Agreement;

"Insolvency Event" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Installation" has the meaning given to that term in the Waste ICC Agreement;

"Installation Capture Technology" has the meaning given to that term in the Waste ICC Agreement;

"Installation FE Multiplier" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Installation Measurement Equipment" means the Outlet CO₂ Metering Equipment and/or the Inlet CO₂ Measurement Equipment (as applicable);

"Intellectual Property Rights" means:

- (A) all intellectual property rights, including patents, trade marks, rights in designs, know-how, copyrights and database rights and topography rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world; and
- (B) all data and Information (whether or not Confidential Information);

"Interest Rate Methodology" means the average of the Bank of England Sterling Overnight Index Average (SONIA) Compounded Index, plus one (1) percentage point, from the date the Emitter receives the Subsidy for the period interest is required to run under Condition 28.13 (*Subsidy Interest*), and subject to Condition 28.13(C);

"International Funding" means financial assistance which:

- (A) is given, directly or indirectly, from public resources by any public authority of a country or territory outside the United Kingdom and European Union;
- (B) confers an economic advantage on one (1) or more enterprises;
- (C) is specific, in that it benefits one (1) or more enterprises over one (1) or more other enterprises with respect to the production of goods or the provision of services; and
- (D) has, or is capable of having, an effect on:
 - (i) competition or investment within the United Kingdom;
 - (ii) trade between the United Kingdom and a country or territory outside the United Kingdom; or
 - (iii) investment between the United Kingdom and a country or territory outside the United Kingdom;

"Invalid Settlement Unit" means a Pre-Capture Meter Invalid Settlement Unit, a Stack Meter Invalid Settlement Unit, a T&S Meter Invalid Settlement Unit and/or a CCU Meter Invalid Settlement Unit;

"Investor" means any person who holds any indirect or direct legal, beneficial or equitable interest in the equity share capital (or other economic interests) in the Emitter and/or HoldCo;

"KYC Notice" has the meaning given to that term in Condition 69.10 (*KYC Notification*);

"Law" means:

- (A) any Act of Parliament, any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;
- (B) any exercise of the Royal Prerogative;
- (C) any provision of Devolved Legislation whose subject matter falls within what was, immediately before IP Completion Day (as defined in s.39 European Union (Withdrawal Agreement) Act 2020), an area of exclusive or shared competence within the meaning of Articles 2, 3, 4 and 6 of the Treaty on the Functioning of the European Union; or
- (D) any assimilated law,

in each case in (A) to (D) (inclusive) in the United Kingdom (or part thereof), including Scotland, Wales and Northern Ireland; and
- (E) to the extent directly binding on and/or enforceable by or against private persons within the United Kingdom, any obligations arising from or provided for in a Treaty or other international agreement to which the United Kingdom is a signatory;

"LCIA" means the London Court of International Arbitration;

"LCIA Arbitration Rules" means the arbitration rules published under that name by the LCIA;

"Legal Reservations" means: (i) the principle that equitable remedies may be granted or refused at the discretion of a court; (ii) the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors; (iii) the time barring of claims pursuant to applicable limitation laws; (iv) defences of set-off or counterclaim; and (v) similar principles, rights and defences available at law;

"Lender" means any bank or financial institution (excluding any direct or indirect shareholder of the Emitter) which provides debt financing or refinancing in relation to the Installation;

"Letter of Credit" means an unconditional, irrevocable standby letter of credit denominated in pounds in form and content reasonably satisfactory to the Waste ICC Contract Counterparty which is issued by a Qualifying Issuer and which shall be available for payment at a UK branch of such Qualifying Issuer in favour of the Waste ICC Contract Counterparty or its designee;

"Letter of Credit Details Notice" has the meaning given to that term in Condition 43.3 (*Letters of Credit*);

"Linked Entity" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Linked Entity Compliance GGR Credit Revenue" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Longstop Date" means the last day of the Longstop Period following the final day of the Target Commissioning Window, as such date may be extended day for day for each day of delay to the Project by reason of:

- (A) a Force Majeure in respect of which the Emitter is the FM Affected Party but only to the extent that the Emitter has satisfied the requirements and conditions of Condition 57 (*Force Majeure*) to be entitled to such extension; or
- (B) a T&S Commissioning Delay Event but only to the extent that the Emitter has satisfied the requirements of Conditions 3.36 to 3.40 (*Relief due to T&S Commissioning Delay Event*) to be entitled to such extension;

"Longstop FE Submission Deadline" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Longstop Period" has the meaning given to that term in the Waste ICC Agreement;

"LTSS FE Multiplier" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Marine Licence" has the meaning given to that term in the Marine and Coastal Access Act 2009 or (for Scotland) the Marine (Scotland) Act 2010;

"Material Adverse Effect" means, in respect of any Party, a material adverse effect on the ability of that Party to perform or comply with its obligations under the Waste ICC Contract or any other Waste ICC Document;

"Material Amendment" means any Proposed Amendment which would (taking into account, in the case of a Proposed Amendment providing for more than one (1) amendment, the net aggregate effect of all the Proposed Amendments contained within the relevant Amendment Notification) have an adverse effect on: (i) the revenues and/or costs of the Emitter which are not fully compensated; or (ii) the overall balance of risks, benefits and liabilities of the Emitter, in each case, pursuant to the Waste ICC Contract;

"Material Amendment Agreement" has the meaning given to that term in paragraph 2.5 of Annex 4 (*Change Control Procedure*);

"Material Amendment Response Notification" has the meaning given to that term in paragraph 2.2(B) of Annex 4 (*Change Control Procedure*);

"Material Change" means in relation to the Outlet CO₂ Metering Equipment, the Inlet CO₂ Measurement Equipment, a Biogenic LTSS, a Downstream CO₂ Vent and/or a CO₂ T&S Delivery Point Pipeline, a change to the systems and/or processes relating to such equipment which is of such a type or magnitude as to raise the reasonable expectation that the Emitter's ability to meet its obligations under the Waste ICC Contract relating to the Outlet CO₂ Metering Equipment, the Inlet CO₂ Measurement Equipment, a Biogenic LTSS, a Downstream CO₂ Vent and/or a CO₂ T&S Delivery Point Pipeline will be affected (and in the case of a CO₂ T&S Delivery Point Pipeline, has, or may have, an impact on the Measured Downstream CO₂ Vented);

"Material Equipment" has the meaning given to that term in the Waste ICC Agreement;

"Maximum Annual CO₂ Capture Quantity" has the meaning given to that term in the Waste ICC Agreement;

"Maximum CO₂ Rich Stream Output to T&S" has the meaning given to that term in the Waste ICC Agreement;

"Maximum T&S Capacity" has the meaning given to that term in the Waste ICC Agreement;

"Maximum T&S Delivery Point Size" has the meaning given to that term in the Waste ICC Agreement;

"Measured CO₂ Input" means the mass quantity of CO₂ (*expressed in tCO₂*) from the Waste Installation in CO₂-containing streams intended to be routed to the Capture Plant during the relevant Settlement Unit, as measured in accordance with the relevant Inlet CO₂ Measurement Specification;

"Measured Downstream CO₂ Vented" has the meaning given to that term in paragraph 2 of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"Measured Downstream CO₂ Rich Stream Vented" has the meaning given to that term in paragraph 2 of Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"Measurement Breach Notice" has the meaning given to that term in Condition 21.3 (*Notification of Measurement Obligation breach*);

"Measurement Breach Response Notice" has the meaning given to that term in Condition 21.4 (*Response to notification of Measurement Obligation breach*);

"Measurement Breach Response Notice Period" has the meaning given to that term in Condition 21.4 (*Response to notification of Measurement Obligation breach*);

"Measurement Equipment Access Right" has the meaning given to that term in Condition 21.12 (*Undertakings: Access to and testing of measurement equipment*);

"Measurement Equipment Access Termination Event" means an event as set out in Condition 21.18 (*Failure to provide Measurement Equipment Access Right*);

"Measurement Equipment Inspection Notice" has the meaning given to that term in Condition 21.13 (*Undertakings: Access to and testing of measurement equipment*);

"Measurement Equipment Schematic Obligation" has the meaning given to that term in Condition 21.8 (*Undertakings: Measurement Equipment Schematics*);

"Measurement Equipment Schematic Obligation Notice" has the meaning given to that term in Condition 21.8(A) (*Undertakings: Measurement Equipment Schematics*);

"Measurement Obligation" means an Outlet CO₂ Metering Obligation and/or an Inlet CO₂ Measurement Obligation (as applicable);

"Measurement Remediation Plan" means a plan developed by the Emitter setting out appropriate milestones and actions to be taken to remedy a breach of a Measurement Obligation;

"Metered CO₂ Output" means the sum of:

- (A) limb (A) of the definition of Metered CO₂ Output to T&S (*expressed in tCO₂*); and
- (B) (if applicable) the Metered CO₂ Output to CCU (*expressed in tCO₂*);

"Metered CO₂ Output Estimate" has the meaning given to that term in the Waste ICC Agreement;

"Metered CO₂ Output to CCU" means the mass quantity of CO₂ (*expressed in tCO₂*) directed to CO₂ Utilisation from the Installation during the relevant Settlement Unit, as determined by the Outlet CO₂ Metering Equipment at the CO₂ Utilisation Metering Point(s) during such Settlement Unit;

"Metered CO₂ Output to T&S" means:

- (A) the mass quantity of CO₂ (*expressed in tCO₂*) entering the relevant T&S Network from the Installation during the relevant Settlement Unit at the CO₂ T&S Network Delivery Point(s), as measured by the Outlet CO₂ Metering Equipment, as such mass quantity may be adjusted pursuant to Condition 30.24 (*QCIL Adjusted Capture Payment*) (if applicable); or
- (B) if a Capture Outage Relief Event is deemed to have occurred in accordance with Condition 6.13(B), Condition 6.13(C), Condition 6.13(D), Condition 6.13(E) or Condition 6.13(F)(ii), the Deemed CO₂ Output to T&S during the relevant Settlement Unit;

"Metered CO₂ Output to T&S Cut-Off Time" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Metered CO₂ Output to T&S Data Calculation Amount" has the meaning given to that term in Condition 6.24(B) (*Recalculations of Metered CO₂ Output to T&S*);

"Metered CO₂ Output to T&S Estimate" has the meaning given to that term in the Waste ICC Agreement;

"Metered CO₂ Rich Stream Output to CCU" means the mass quantity of CO₂ Rich Stream (*expressed in tCO₂RS*) routed to CO₂ Utilisation from the Capture Plant during the relevant Settlement Unit, measured by the CCU Flow Meter(s) at each CO₂ Utilisation Metering Point;

"Metered CO₂ Rich Stream Output to T&S" means the mass quantity of CO₂ Rich Stream (*expressed in tCO₂RS*) entering the relevant T&S Network from the Installation during the relevant Settlement Unit, as determined by the Outlet CO₂ Metering Equipment at the CO₂ T&S Network Delivery Point(s) during such Settlement Unit;

"Milestone Assessment Response Notice" has the meaning given to that term in Condition 4.3 (*Milestone Requirement Notice*);

"Milestone Delay Notice" has the meaning given to that term in Condition 4.8 (*Difficulties in achieving the Milestone Requirement*);

"Milestone Delivery Date" means the Initial Milestone Delivery Date, as such date may be extended day for day for each day of delay to the Project by reason of:

- (A) a Force Majeure in respect of which the Emitter is the FM Affected Party but only to the extent that the Emitter has satisfied the requirements and conditions of Condition 57 (*Force Majeure*) to be entitled to such extension; or
- (B) a T&S Commissioning Delay Event but only to the extent that the Emitter has satisfied the requirements of Conditions 3.36 to 3.40 (*Relief due to T&S Commissioning Delay Event*) to be entitled to such extension;

"Milestone Requirement" has the meaning given to that term in Condition 4.1 (*Milestone Requirement Notice*);

"Milestone Requirement Notice" has the meaning given to that term in Condition 4.1 (*Milestone Requirement Notice*);

"Milestone Satisfaction Date" means the date that the Emitter has complied with and fulfilled a Milestone Requirement as specified in the Milestone Assessment Response Notice or the Further Milestone Assessment Response Notice (as applicable);

"Minimum CO₂ Capture Rate" means an Average Achieved CO₂ Capture Rate in respect of a Billing Period which is equal to or greater than eighty per cent. (80%);

"Minimum CO₂ Capture Rate Breach" has the meaning given to that term in Condition 22.2 (*Notification of Minimum CO₂ Capture Rate Obligation breach*);

"Minimum CO₂ Capture Rate Obligation" has the meaning given to that term in Condition 22.1 (*Undertaking: Minimum CO₂ Capture Rate*);

"Minimum OCP Commissioning Requirements" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Minimum Reporting Content Requirements" means the minimum required content of the report to be provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 3.14(A) (*Operational Conditions Precedent: Construction Reporting Requirements*) detailing the Emitter's progress in relation to the Pre-Operation Activities which shall include, but shall not be limited to, the following:

- (A) an executive summary;
- (B) a summary of the Pre-Operation Activities carried out to date;
- (C) a schedule for the Project which: (i) compares the initial baseline schedule against actual progress achieved to date; and (ii) sets out forecast and actual key events including both critical and near critical path milestones, in each case in relation to the Pre-Operation Activities;
- (D) a baseline critical path together with any updated versions of the same;
- (E) an updated 'S' curve in relation to the Pre-Operation Activities;
- (F) a summary of the progress in obtaining finance for the Project (including equity, debt and other forms of finance) prior to the Milestone Delivery Date;
- (G) an earned value analysis figure showing progress against the earned value baseline, with commentary on any deviations from such baseline;
- (H) Project Cost Data;
- (I) a summary of key risks relating to cost and schedule outturn for the Pre-Operation Activities, and the associated potential quantified impact of such risks; and
- (J) the aggregate amount: (i) that the Secretary of State has paid to the Emitter to date; and (ii) which is due and payable to the Emitter, in each case under the Grant Funding Agreement;

"Minimum Turndown Rate" means the lower of (i) the Initial Minimum Turndown Rate and (ii) the Emitter's minimum turndown rate under the T&S Connection Agreement from time to time multiplied by the total number of hours in the relevant Settlement Unit (*expressed in tCO₂RS/Settlement Unit*);

"Misleading CO₂ Measurement Data Termination Event" has the meaning given to that term in Condition 23.12 (*Misleading CO₂ Measurement Data*);

"Month" means a calendar month;

"Monthly Capex Payment" means the payment calculated in accordance with Condition 7.1 (*Capex Payment Calculation*);

"Monthly Compliance GGR Reporting Deadline" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Monthly GGR Credit Revenue" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Monthly GGR Credit Revenue Payment" means:

- (A) an amount equal to ninety per cent. (90%) of the Monthly GGR Credit Revenue; and
- (B) any amount payable to the Waste ICC Contract Counterparty pursuant to paragraph 2.5 (*Restrictions: Fair Market Value*) of Part A (*General Restrictions*) and/or paragraph 4.3 (*Voluntary Scheme Restrictions*) of Part B (*Voluntary Scheme Review*) of Annex 12 (*Greenhouse Gas Removal Credits*);

"Monthly Linked Entity Compliance GGR Credit Revenue" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Monthly Measured CO₂ Input" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Monthly Metered CO₂ Output Estimate" shall be calculated as follows:

$$MC02\_Out\_E = \frac{CO2\_Out\_E}{m}$$

where:

- $MC02\_Out\_E$ = the Monthly Metered CO₂ Output Estimate (tCO₂);
- $CO2\_Out\_E$ = the Metered CO₂ Output Estimate (tCO₂); and
- m = the number of months (ninety-six (96)) in the first eight (8) Capex Payment Years;

"Monthly Opex Payment" means the payment calculated in accordance with Condition 8.1 (*Opex Payment Calculation*);

"Monthly Post-Restriction Compliance GGR Data" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Monthly Post-Restriction Voluntary GGR Data" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Monthly T&S Payment" means the payment calculated in accordance with Condition 9.1 (*T&S Payment Calculation*);

"Monthly TCDE Relief Amount" has the meaning given to that term in Condition 3.47 (*T&S Connection Delay Compensation and TCDE Relief Amount*);

"Monthly Voluntary GGR Reporting Deadline" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Moody's" means Moody's Investors Service Inc., a Delaware corporation, and any successor thereto;

"Mutual Appointment Decision" has the meaning given to that term in Condition 47.4 (*Arbitration Procedure*);

"Negative GHG Emissions" means the mass quantity of greenhouse gases captured by the Capture Plant and injected into the relevant T&S Network (*expressed in tCO₂ or tCO₂e*) which results in the removal (but not the reduction and/or avoidance) of greenhouse gases as calculated by the Emitter in accordance with the methodologies permitted under the relevant Acceptable Compliance Scheme(s) and/or Acceptable Voluntary Scheme(s);

"Net Recoverable Value of the Capture Plant" means the anticipated fair market value of the whole of the Capture Plant or, where it is not reasonably practicable to effect the sale and transfer of the whole of the Capture Plant, the individual components forming part of the Capture Plant (the **"Capture Plant Assets"**), being the amount for which the Capture Plant Assets could be exchanged in an arm's length transaction between informed and willing parties, other than in a forced or liquidation sale, or the actual selling price of the Capture Plant Assets, in each case whether for re-use or scrap, with such value:

- (A) determined in accordance with IFRS 13 Fair Value Measurement (or any suitable, alternative accounting standard that is agreed by the Parties, acting reasonably);
- (B) based on the assumption that the Capture Plant Assets are in the condition that they would have been in had the Emitter operated and/or maintained such assets in accordance with the Reasonable and Prudent Standard (but excluding the costs of any rectification and/or maintenance works that would be required to bring the capture Plant Assets up to such standard);
- (C) reduced to reflect the reasonable costs of marketing and entering into one (1) or more agreement(s) for the sale and transfer of the Capture Plant Assets (including any external legal and/or accountancy costs);
- (D) reduced to reflect the reasonable costs of disconnecting, disassembling, packaging, handling, removing, transporting and/or delivering the Capture Plant Assets as part of their sale and transfer; and
- (E) deemed to be zero (0), where it is less than zero (0);

"No Alternative T&S Solution Reason" has the meaning given to that term in Condition 38.9(A)(iv) (*Termination for T&S Prolonged Unavailability Event*);

"Non-affected Party" has the meaning given to that term in Condition 57.4(A) (*Conditions to Force Majeure relief*);

"Notified Change in Law" means a Change in Law which constitutes a Qualifying Change in Law and to which a Waste ICC Contract Counterparty QCiL Notice, an Emitter QCiL Notice or an Emitter QCiL Response Notice relates;

"Notified OCP Performance Test Date" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"NPA Payment Cure Period" has the meaning given to that term in Condition 40.1(B) (*Termination Events*);

"OCP Achieved BE Multiplier" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"OCP Biogenic LTSS Proving Test" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"OCP Achieved CO₂ Capture Rate" means the CO₂ capture rate (*expressed as a percentage (%) to one (1) decimal place*) for the Installation determined during the OCP Performance Test and calculated as follows:

$$OCPACR = \frac{CO2\_Out}{CO2\_In}$$

where:

OCPACR = the OCP Achieved CO₂ Capture Rate (*expressed as a percentage (%)*);

CO2_Out = the Metered CO₂ Output during the OCP Performance Test (*tCO₂*);
and

CO2_In = the Measured CO₂ Input during the OCP Performance Test (*tCO₂*);

"OCP Achieved Metered CO₂ Output to T&S" means the mass quantity of CO₂ (*expressed in tCO₂*) entering the relevant T&S Network from the Installation during the OCP Performance Test, as measured by the Outlet CO₂ Metering Equipment at the CO₂ T&S Network Delivery Point(s);

"OCP Non-Compliance Notice" has the meaning given to that term in Condition 3.11 (*Operational Conditions Precedent: General Reporting Obligations*);

"OCP Notice" has the meaning given to that term in Condition 3.7(B) (*Operational Conditions Precedent: General Reporting Obligations*);

"OCP Performance Test" means the Commissioning Test to be carried out and completed by the Emitter pursuant to paragraphs 3(B), 3(C) and 3(D) of Part B of Annex 1 (*Conditions Precedent*), in order to determine the OCP Achieved CO₂ Capture Rate, the CO₂ T&S Flow Rate, the OCP Achieved Metered CO₂ Output to T&S and, if applicable, the CO₂ Utilisation Flow Rate;

"OCP Performance Test Access Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"OCP Performance Test Access Right" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"OCP Performance Test Date Adjustment Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"OCP Performance Test Date Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"OCP Performance Test Outputs" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"OCP Performance Test Report" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"OCP Proposed Test Date Window" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"OCP Required CO₂ Capture Rate" means an OCP Achieved CO₂ Capture Rate which is equal to or greater than the higher of: (i) ten (10) percentage points less than the CO₂ Capture Rate Estimate; and (ii) eighty per cent. (80%);

"OCP Required CO₂ Capture Rate Multiplier" means the OCP Required CO₂ Capture Rate divided by the CO₂ Capture Rate Estimate (*expressed as a decimal fraction*);

"OCP Required CO₂ T&S Flow Rate" means the CO₂ T&S Flow Rate Estimate multiplied by the OCP Required CO₂ Capture Rate Multiplier;

"OCP Required CO₂ Utilisation Flow Rate" means the CO₂ Utilisation Flow Rate Estimate multiplied by the OCP Required CO₂ Capture Rate Multiplier;

"OCP Response Notice" has the meaning given to that term in Condition 3.9 (*Operational Conditions Precedent: General Reporting Requirements*);

"OCP Supporting Information" has the meaning given to that term in Condition 3.9(B) (*Operational Conditions Precedent: General Reporting Obligations*);

"OP Billing Period" means a Month, except that the first OP Billing Period shall commence on the Start Date and end on the later of (i) the last day of the Month in which the Start Date occurred; and (ii) the last day of the Month in which the Waste ICC Contract Counterparty notifies the Emitter pursuant to an OCP Response Notice or a Further OCP Response Notice (as relevant) that it has determined that all of the Operational Conditions Precedent have been satisfied or waived in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) (as applicable) and the last OP Billing Period shall commence on the first day of the last Month of the Opex Payment Period and end on the last day of the Opex Payment Period;

"OP Compensatory Interest" means the interest that is due and payable at the OP Compensatory Interest Rate in accordance with Condition 12.11 (*Calculation of OP Compensatory Interest Amount*);

"OP Compensatory Interest Amount" has the meaning given to that term in Condition 12.11 (*Calculation of OP Compensatory Interest Amount*);

"OP Compensatory Interest Rate" has the meaning given to that term in Condition 12.11 (*Calculation of OP Compensatory Interest Amount*);

"OP Indexation Adjustment" has the meaning given to that term in Condition 8.4 (*OP Indexation Adjustment*);

"OP Indexation Anniversary" has the meaning given to that term in Condition 8.5(A) (*OP Indexation Adjustment*);

"OP Mitigation Adjustment" has the meaning given to that term in the Waste ICC Agreement;⁵

⁵

Note to Reader: The Strike Price will be adjusted during a T&S Outage Event by reference to the variable energy-related operating costs that an Emitter will be able to mitigate, and will be deemed to have mitigated, from reduced energy consumption by turning down the throughput of the Capture Plant from a full load to a part-load operating condition, by reference to the duration of the T&S Outage Event and the Emitter Available T&S Capacity.

"OP Net Payable Amount" means in respect of an OP Billing Period, the amount calculated in accordance with Condition 12.12 (*Calculation of OP Net Payable Amount*);

"OP Reconciliation Amounts" has the meaning given to that term in Condition 12.10 (*Calculation of OP Reconciliation Amounts*);

"OP Reconciliation Billing Period" has the meaning given to that term in Condition 12.11 (*Calculation of OP Compensatory Interest Amount*);

"Operational Conditions Precedent" means the operational conditions precedent set out in Part B of Annex 1 (*Conditions Precedent*) and **"Operational Condition Precedent"** and **"OCP"** shall be construed accordingly;

"Operational CP Provisions" means all of the provisions of the Waste ICC Contract other than the Agreement Date Provisions and the Initial CP Provisions;

"Opex Costs Early Reopener Adjustment" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Opex Costs Early Reopener Calculation Date" means the earlier of: (i) the date on which there have been twelve (12) (consecutive or non-consecutive) Valid OP Billing Periods; and (ii) the date on which there have been twenty-four (24) Billing Periods;

"Opex Costs Early Reopener Cap" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Opex Costs Early Reopener Materiality Threshold" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Opex Costs Early Reopener Non-Compliance Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Opex Costs Early Reopener Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Opex Costs Early Reopener Response Notice" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Opex Costs Early Reopener Supporting Information" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Opex FE Adjustment Amount" means an amount (*expressed in pounds (£)*) in respect of a FE Calculation Month calculated by the Waste ICC Contract Counterparty in accordance with Condition 8.27 (*Calculation of Opex FE Adjustment Amount*);

"Opex Payment" means the payment calculated in accordance with Condition 8.2 (*Opex Payment Calculation*);

"Opex Payment Billing Statement" has the meaning given to that term in Condition 12.7 (*Delivery of Opex Payment Billing Statement*);

"Opex Payment Period" means the period from the Start Date until the Expiry Date (unless the Waste ICC Contract is terminated pursuant to Condition 38.1 (*Pre-Start Date Termination*), Condition 38.5 (*Termination for Prolonged Force Majeure*), Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*), Condition 38.27 (*Default Termination*), Condition 38.29 (*Qualifying Change in Law Termination*) or Condition 38.31

(*QCIL Compensation termination*) whereby such period shall end on the date on which this Waste ICC Contract terminates);

"Opex Payment QCiL Differential" means the difference in Opex Payments in period (*j*), calculated in accordance with the following formulae:

$$\Delta OP_j = \sum_{i=1}^n \Delta OP_i$$

$$\Delta OP_i = \Delta CR_i \times CO2\_Out\_T\&S_i^{PostQCIL} \times (S_i - AMCRP_{m,i} \times AEP_i)$$

where:

ΔOP_j	=	the Opex Payment QCiL Differential (£) in the relevant period (<i>j</i>);
ΔOP_i	=	the Opex Payment QCiL Differential (£) in Settlement Unit (<i>i</i>);
<i>i</i>	=	a whole integer number from (1) to (<i>n</i>) with each such integer referring to distinct Settlement Units in the relevant period (<i>j</i>);
<i>n</i>	=	the number of Settlement Units (<i>i</i>) in the relevant period (<i>j</i>);
ΔCR_i	=	the Capture Rate QCiL Differential (<i>expressed as a percentage (%)</i>) that applies in each Settlement Unit (<i>i</i>) after the QCiL Effective Date;
$CO2\_Out\_T\&S_i^{PostQCIL}$	=	the Metered CO ₂ Output to T&S (tCO ₂) in each Settlement Unit (<i>i</i>) after the QCiL Effective Date;
S_i	=	the Strike Price (£/tCO ₂) that applies during Settlement Unit (<i>i</i>);
$AMCRP_{m,i}$	=	the Average Monthly Carbon Reference Price (£/tCO ₂) that applies to the relevant Settlement Unit (<i>i</i>) during the relevant month (<i>m</i>); and
AEP_i	=	the Applicable Emissions Percentage (<i>expressed as a percentage (%)</i>) that applies to the relevant Settlement Unit (<i>i</i>) during the relevant month (<i>m</i>);

"Opex Payment Year" means:

(A) during the Initial Term:

- (i) other than in relation to the final Opex Payment Year, a period of one (1) year, with the first such year commencing on the Start Date and each subsequent such year commencing on each anniversary of the Start Date; and
- (ii) in relation to the final Opex Payment Year, the period commencing on the ninth (9th) anniversary of the Start Date and ending on the Specified Expiry Date (which, for the avoidance of doubt, may be a period of less than one (1) year); and

(B) during the Extended Term, a period of one (1) year:

- (i) with the first such year commencing on the Specified Expiry Date and each subsequent such year commencing on each anniversary of the Specified Expiry Date; and
- (ii) with the final such year ending on the Expiry Date;

"OTF Signals" has the meaning given to that term in the Waste ICC Agreement;

"Other CCUS Programme Contract" means a private law contract entered into with the Waste ICC Contract Counterparty or the Secretary of State in relation to the CCUS Programme (which is not a CCUS Programme ICC Contract);

"Other Change in Law" means a Change in Law made by His Majesty's Government of the United Kingdom or which His Majesty's Government of the United Kingdom has formally required a Competent Authority to make and which in either such case has an undue (being not objectively justifiable) discriminatory effect on the out-of-pocket costs incurred or saved by the Emitter or the Project when compared with the out-of-pocket costs incurred or saved as a result of such Change in Law by:

- (A) all other emitters which operate industrial installations deploying the same or similar industrial process(es) as the Waste Installation to produce the same or similar product or provide the same or similar service but which do not deploy CO₂ Capture Technology; or
- (B) all other emitters which operate industrial installations deploying CO₂ Capture Technology other than the Waste Installation's CO₂ Capture Technology,

in each case in the United Kingdom, provided that the fact that a Change in Law has a disproportionate effect shall not, of itself, mean that it is discriminatory;

"Other Subsidy" has the meaning given to that term in Condition 28.15 (*Waiver of Emitter's Obligation to Repay Subsidy, State aid, Union Funding and/or International Funding*);

"Outlet CO₂ Analysis Point(s)" means the CO₂ T&S Network Analysis Point(s) and/or the CO₂ Utilisation Analysis Point(s) (as applicable);

"Outlet CO₂ Metered Data" has the meaning given to that term in paragraph 2 of Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

"Outlet CO₂ Metering Equipment" means the metering equipment which is required pursuant to the Outlet CO₂ Metering Specification to determine the Metered CO₂ Output to T&S, the Metered CO₂ Rich Stream Output to T&S, the Metered CO₂ Output to CCU and the Metered CO₂ Rich Stream Output to CCU (as applicable) which may include flow meters, composition analysers, temperature measurement equipment, pressure measurement equipment, associated communications equipment, and any other necessary ancillary equipment and infrastructure;

"Outlet CO₂ Metering Obligation" has the meaning given to that term in Condition 21.1 (*Undertakings: Outlet CO₂ Metering Obligation*);

"Outlet CO₂ Metering Point(s)" means the CO₂ T&S Network Metering Point(s) and/or the CO₂ Utilisation Metering Point(s) (as applicable);

"Outlet CO₂ Metering Specification" means Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

"Outlet CO₂ Meter Waste ICC Technical Audit" has the meaning given to that term in Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

"Party" means a party to the Waste ICC Contract;

"Payment Disruption Event" means a material disruption to those payment systems or to those financial markets which are, in each case, required to operate in order for payments or transfers of money to be made pursuant to the Waste ICC Contract which the PDE Affected Party (or, if relevant, its Representatives) could not reasonably have overcome and which is not due to the PDE Affected Party's fault or negligence (or that of its Representatives);

"Payment Failure" means a failure by the Emitter to pay any Emitter Net Payable Amount in accordance with Condition 13.1, Condition 13.2 or Condition 13.3 (*Payment from Emitter*) (as applicable) (except to the extent that such failure is due to the occurrence of a Payment Disruption Event and the Emitter, as the PDE Affected Party, has complied with Condition 56.2 (*Conditions to Payment Disruption Event relief*) but irrespective of whether or not the Emitter has paid any such OP Net Payable Amount within the applicable NPA Payment Cure Period);

"Payments" means the Capex Payment, the Opex Payment and/or the T&S Payment (as applicable);

"PDE Affected Party" has the meaning given to that term in Condition 56.1 (*Relief due to Payment Disruption Event*);

"PDE Obligations" has the meaning given to that term in Condition 56.1 (*Relief due to Payment Disruption Event*);

"Performance Test Procedure" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Performance Test Procedure Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Planning Permission" means a planning permission under Part 3 of the Town and Country Planning Act 1990 or (for Scotland) Part 3 of the Town and Country Planning (Scotland) Act 1997;

"Positive Isolation" shall have the meaning given to this term in the Health and Safety Executive (HSE) publication titled "The safe isolation of plant and equipment", ISBN: 9780717661718 (as such publication may be amended, supplemented, restated or replaced from time to time) and 'Positively Isolate' shall be construed accordingly.

"Post-Tax Real Discount Rate" has the meaning given to that term in the Waste ICC Agreement;

"Posted Collateral" means the aggregate amount of all Acceptable Collateral transferred or delivered by or on behalf of the Emitter in accordance with the Waste ICC Contract from time to time to the extent that the same has not been: (i) returned to the Emitter by or on behalf of the Waste ICC Contract Counterparty pursuant to the provisions of Part 9 (*Credit Support*); or (ii) subject to a Posted Collateral Demand;

"Posted Collateral Demand" has the meaning given to that term in Condition 43.10 (*Making a Posted Collateral Demand*);

"Pre-Capture Meter Waste ICC Technical Audit" has the meaning given to that term in Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*);

"Pre-Implementation Date Month" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Pre-Operation Activities" means the design, procurement, development, construction, completion, testing and commissioning of the Installation, and grammatical variations thereof shall be construed accordingly;

"Pre-Start Date Billing Period" means a Month, except that the last Pre-Start Date Billing Period shall end on the day immediately prior to the Start Date;

"Pre-Start Date Termination Date" has the meaning given to that term in Condition 38.1(E)(i) (*Pre-Start Date termination*);

"Pre-Start Date Termination Notice" has the meaning given to that term in Condition 38.1 (*Pre-Start Date termination*);

"Previous Subsidy" has the meaning given to that term in Condition 3.72(A)(i) (*Waiver of Subsidy Control Declaration Operational CP*);

"Primary Biogenic LTSS" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Primary Biogenic LTSS Measurement Point(s)" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Pro Forma" has the meaning given to that term in Condition 70.2 (*Pro forma notices*);

"Proceedings" means any proceeding, suit or action relating to or arising out of a Dispute, the Waste ICC Contract or any other Waste ICC Document;

"Project" means the design, development, construction, completion, testing, commissioning, operation, maintenance and decommissioning of the Capture Plant;

"Project Commitments" has the meaning given to that term in the Waste ICC Agreement;

"Project Cost Data" means details of the following costs incurred by the Emitter in respect of the Project:

- (A) pre-development costs;
- (B) regulatory and licensing costs;
- (C) engineering, procurement and construction costs, including:
 - (i) mechanical costs;
 - (ii) electrical costs;
 - (iii) control and instrument costs; and
 - (iv) civil and architectural costs; and
- (D) infrastructure costs;

"Project Delay Notice" has the meaning given to that term in Condition 3.15 (*Operational Conditions Precedent: Construction Reporting Requirements*);

"Prolonged FM Event" has the meaning given to that term in Condition 38.5 (*Termination for Prolonged Force Majeure*);

"Prolonged FM Event Notice" has the meaning given to that term in Condition 38.5 (*Termination for Prolonged Force Majeure*);

"Prolonged FM Termination Date" has the meaning given to that term in Condition 38.6 (*Termination for Prolonged Force Majeure*);

"Prolonged FM Termination Notice" has the meaning given to that term in Condition 38.6 (*Termination for Prolonged Force Majeure*);

"Prolonged FM Trigger Date" has the meaning given to that term in Condition 38.5 (*Termination for Prolonged Force Majeure*);

"Proposed Amendment" has the meaning given to that term in paragraph 2.1(A) of Annex 4 (*Change Control Procedure*);

"Proposed Amendment Effective Date" has the meaning given to that term in paragraph 2.1(B) of Annex 4 (*Change Control Procedure*);

"Proposed CiAL Expert" has the meaning given to that term in Condition 36.3(A) (*Validity of CiAL Dispute Notices*);

"Proposed CRP Expert" has the meaning given to that term in paragraph 1 of Annex 7 (*Carbon Reference Price Review*);

"Proposed Fallback Price Expert" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Proposed UK ETS Alignment Expert" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Proposed UK ETS Alignment Reversion Expert" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"QCiL Adjusted Capture Payment" has the meaning given to that term in Condition 30.1(C) (*Categories of Qualifying Change in Law compensation*);

"QCiL Adjusted Capture Period Adjustment" means any QCiL Compensation which has been, or will be, made by way of a QCiL Adjusted Capture Payment;

"QCiL Capex Payment" has the meaning given to that term in Condition 30.1(B) (*Categories of Qualifying Change in Law compensation*);

"QCiL Capex Payment Adjustment Date" means the date on which eighty per cent. (80%) of the Initial Term has expired;

"QCiL Capital Costs" means QCiL Costs that relate to the acquisition, disposal, modification or construction of any asset in respect of the Project (including costs of site preparation, initial delivery and handling costs, installation and assembly costs, costs incurred in testing whether the asset is functioning properly and professional fees, in each case which are directly associated with the acquisition, modification or construction of the relevant asset);

"QCiL Capital Savings" means QCiL Savings that relate to the acquisition, disposal, modification or construction of any asset in respect of the Project (including costs of site preparation, initial delivery and handling costs, installation and assembly costs, costs incurred

in testing whether the asset is functioning properly and professional fees, in each case which are directly associated with the acquisition, modification or construction of the relevant asset);

"QCiL Compensation" means: (i) a QCiL Opex Payment; (ii) a QCiL Capex Payment; (iii) a QCiL Adjusted Capture Payment; (iv) a QCiL Construction Event Payment; (v) a QCiL Operations Cessation Event Payment; and (vi) any combination of any of the foregoing, as such amounts are calculated in accordance with Condition 30 (*Qualifying Change in Law: Compensation*);

"QCiL Compensation Date" has the meaning given to that term in Condition 30.1 (*Qualifying Change in Law: Effective date and payment*);

"QCiL Compensation Termination Date" has the meaning given to that term in Condition 38.31 (*QCiL Compensation termination*);

"QCiL Compensation Termination Notice" has the meaning given to that term in Condition 38.31 (*QCiL Compensation termination*);

"QCiL Construction Event" means a Qualifying Change in Law which is implemented, occurs or becomes effective after the Agreement Date and before the Start Date and which will permanently prevent the Emitter, acting in accordance with the Reasonable and Prudent Standard, from Commissioning the Capture Plant by virtue of the necessary construction, testing, completion or commissioning of the Capture Plant becoming illegal;

"QCiL Construction Event Costs" means, in relation to a QCiL Construction Event, all out-of-pocket costs (including QCiL Tax Liabilities) which are irrecoverable and unavoidable by the Emitter acting in accordance with the Reasonable and Prudent Standard and which have been, will be or are reasonably likely to be incurred in respect of the Project by the Emitter arising directly from such QCiL Construction Event occurring, if and to the extent that such costs constitute:

- (A) development and pre-development costs incurred following the Devex Recovery Date in respect of the Capture Plant (including the cost of surveys and environmental impact assessments in respect of the Capture Plant);
- (B) decommissioning costs in respect of the Capture Plant;
- (C) break costs associated with the Emitter's contractual or financing arrangements in respect of the Project;
- (D) costs which are wholly attributable to the construction, testing, completion or commissioning of the Capture Plant; or
- (E) T&S Charges payable by the Emitter which are attributable to the period commencing on the date of the User Exit Notice,

but excluding:

- (i) all other compensation which has been, will be or is reasonably likely to be payable by the Emitter in connection with such QCiL Construction Event; and
- (ii) all costs associated with the Emitter's financing arrangements in respect of the Project (including all interest incurred in respect of such financing arrangements) except where expressly specified in paragraph (C) above;

"QCiL Construction Event Payment" has the meaning given to that term in Condition 30.1(D) (*Categories of Qualifying Change in Law compensation*);

"QCiL Construction Event Savings" means, in relation to a QCiL Construction Event, the sum of:

- (A) all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Emitter arising directly from such QCiL Construction Event occurring; and
- (B) the Net Recoverable Value of the Capture Plant;

"QCiL Costs" means, in relation to a Qualifying Change in Law, all out-of-pocket costs (including QCiL Tax Liabilities) which have been, will be or are reasonably likely to be incurred in respect of the Project by the Emitter arising directly as a result or in anticipation of such Qualifying Change in Law being implemented, occurring or becoming effective, but excluding: (i) any Default Termination Payment; (ii) all costs incurred in respect of the agreement or determination of the amount of the Default Termination Payment; and (iii) all costs associated with the Emitter's financing arrangements in respect of the Project (including interest incurred in respect of such financing arrangements and all associated break costs);

"QCiL Effective Date" means the date on which a Qualifying Change in Law has been implemented, has occurred or has become effective;

"QCiL Net Capital Costs" means, if QCiL Capital Costs exceed QCiL Capital Savings in respect of a Qualifying Change in Law, the QCiL Capital Costs less the QCiL Capital Savings;

"QCiL Net Capital Savings" means, if QCiL Capital Savings exceed QCiL Capital Costs in respect of a Qualifying Change in Law, the QCiL Capital Savings less the QCiL Capital Costs;

"QCiL Net Operating Costs" means, if QCiL Operating Costs exceed QCiL Operating Savings in respect of a Qualifying Change in Law, the QCiL Operating Costs less the QCiL Operating Savings;

"QCiL Net Operating Savings" means, if QCiL Operating Savings exceed QCiL Operating Costs in respect of a Qualifying Change in Law, the QCiL Operating Savings less the QCiL Operating Costs;

"QCiL Operating Costs" means all QCiL Costs other than QCiL Capital Costs;

"QCiL Operating Savings" means all QCiL Savings other than QCiL Capital Savings;

"QCiL Operations Cessation Event" means:

- (A) a Qualifying Change in Law which is implemented, occurs or becomes effective on or after the Start Date and which will permanently prevent the Emitter, acting in accordance with the Reasonable and Prudent Standard, from operating the Capture Plant by virtue of:
 - (i) such operation becoming illegal; or
 - (ii) the operation of the Waste Installation becoming illegal; or
- (B) a Qualifying Shutdown Event which occurs on or after the Start Date;

"QCiL Operations Cessation Event Costs" means, in relation to a QCiL Operations Cessation Event, all out-of-pocket costs (including QCiL Tax Liabilities, break costs associated with the Emitter's contractual or financing arrangements in respect of the Project and any T&S Charges payable by the Emitter which are attributable to the period commencing on the date

of the User Exit Notice) which are irrecoverable and unavoidable by the Emitter acting in accordance with the Reasonable and Prudent Standard and which have been, will be or are reasonably likely to be incurred in respect of the Project by the Emitter arising directly from such QCiL Operations Cessation Event occurring, but excluding:

- (A) all other compensation which has been will be or which is reasonably likely to be payable by the Emitter in connection with such QCiL Operations Cessation Event;
- (B) all costs associated with the Emitter's financing arrangements in respect of the Project (including all interest accrued in respect of such financing arrangements) except for break costs associated with the Emitter's financing arrangements in respect of the Project; and
- (C) development and pre-development costs incurred on or before the Devex Recovery Date in respect of the Capture Plant (including the costs of surveys and environmental impact assessments in respect of the Capture Plant);

"QCiL Operations Cessation Event Payment" has the meaning given to that term in Condition 30.1(E) (*Categories of Qualifying Change in Law compensation*);

"QCiL Operations Cessation Event Savings" means, in relation to a QCiL Operations Cessation Event, the sum of:

- (A) all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Emitter arising directly from such QCiL Operations Cessation Event occurring; and
- (B) the Net Recoverable Value of the Capture Plant;

"QCiL Opex Payment" has the meaning given to that term in Condition 30.1(A) (*Categories of Qualifying Change in Law compensation*);

"QCiL Response Information" has the meaning given to that term in Condition 29.2 (*Emitter QCiL Response Notice*);

"QCiL Savings" means, in relation to a Qualifying Change in Law, all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Emitter arising directly as a result or in anticipation of such Qualifying Change in Law being implemented, occurring or becoming effective;

"QCiL Strike Price Adjustment" means any QCiL Compensation which has been, or will be, made by way of a Strike Price Adjustment;

"QCiL Supporting Information" has the meaning given to that term in Condition 29.8 (*Emitter QCiL Notice*);

"QCiL Tax" means any Tax other than any Tax on gross or net Income, Profits or Gains, save to the extent that the rate at which such Tax on gross or net Income, Profits or Gains is chargeable has been introduced or amended by a Qualifying Change in Law or a Qualifying Shutdown Event, as the case may be;

"QCiL Tax Liability" means:

- (A) a liability of the Emitter to make an actual payment of a QCiL Tax to a tax authority; and

- (B) the loss to the Emitter of, or a reduction to the Emitter in the amount of, a right to repayment of Tax to which it would otherwise be entitled but for such amount being set off against any liability of the Emitter to make an actual payment of QCiL Tax;

"QCiL Termination Date" has the meaning given to that term in Condition 38.29 (*Qualifying Change in Law termination*);

"QCiL Termination Notice" has the meaning given to that term in Condition 38.29 (*Qualifying Change in Law termination*);

"QCiL True-Up Adjusted Capture Period Adjustment" means any QCiL True-Up Compensation that has been, or will be, made by way of an adjustment to the Metered CO₂ Output to T&S which is effected pursuant to and in accordance with the Waste ICC Contract;

"QCiL True-Up Compensation" means the adjustment to the QCiL Compensation which is necessary to reflect the QCiL True-Up Information;

"QCiL True-Up Information" has the meaning given to that term in Condition 32.1 (*Waste ICC Contract Counterparty QCiL True-Up Notice*);

"QCiL True-Up Response Information" has the meaning given to that term in Condition 32.3 (*Emitter QCiL True-Up Response Notice*);

"QCiL True-Up Strike Price Adjustment" means any QCiL True-Up Compensation which has been, or will be, made by way of a Strike Price Adjustment;

"QSE Notice" has the meaning given to that term in Condition 33.1 (*Qualifying Shutdown Event: Procedure*);

"Qualifying Change in Law" means:

- (A) a Discriminatory Change in Law;
- (B) a Specific Change in Law;
- (C) an Other Change in Law;
- (D) a UK ETS Conflict Change in Law;
- (E) a UK ETS Alternative MRV Event; or
- (F) a Discriminatory UK ETS Financial Support Change in Law,

which, in each case, is not a Foreseeable Change in Law, and provided that:

- (i) no decision by any Subsidy Control Competent Authority in respect of the application of the Subsidy Control Rules to the Waste ICC Contract or CCUS Programme ICC Contracts (including the annulment, invalidation, suspension, revocation, modification or replacement of any prior decision pursuant to such rules);
- (ii) no UK ETS Alignment Review Trigger which occurs (except to the extent the UK ETS Alignment Review Trigger results in a UK ETS Conflict Change in Law, a UK ETS Alternative MRV Event or a Discriminatory UK ETS Financial Support Change in Law); and/or
- (iii) no CSR Trigger which occurs,

shall constitute a Qualifying Change in Law;

"Qualifying Issuer" means: (i) a bank or financial institution having a minimum short-term rating of A-1 with Standard and Poor's, P-1 with Moody's or F1 with Fitch; or (ii) such other bank or financial institution, having such minimum rating as the Waste ICC Contract Counterparty may consent to or specify from time to time;

"Qualifying Shutdown Event" means:

- (A) His Majesty's Government of the United Kingdom or the Secretary of State or any other Minister of the Crown or any department of His Majesty's Government of the United Kingdom (each, a **"Government Authority"**): (i) applying, implementing or changing the Law which is in force from time to time; (ii) applying or exercising its powers under such Law; or (iii) applying, implementing and/or changing policy or guidance which has effect from time to time;
- (B) the exercise of powers by a UK Competent Authority, where such exercise of powers was required by a direction made under statutory powers by a Government Authority; or
- (C) the exercise of powers by a UK Competent Authority, where the UK Competent Authority has not acted independently of a Government Authority in such exercise of powers, and for this purpose a UK Competent Authority shall be deemed to have acted independently of a Government Authority unless such exercise of powers was procured by the Government Authority,

other than any application, implementation, change, exercise of powers or other action required by, or necessary for compliance with, international or EU law, policy or guidance (provided such international or EU law, policy or guidance was not promoted by such Government Authority and, in relation to any international or EU law, policy or guidance proposed after the Agreement Date, such Government Authority has used its reasonable endeavours to prevent the adoption of such international or EU law, policy or guidance (such reasonable endeavours not to include an obligation on any Government Authority to take legal proceedings to challenge such adoption)), and which the Emitter is able to demonstrate to the satisfaction of an English court of competent jurisdiction: (i) imposes a requirement that permanently prevents the Capture Plant from operating (including as a result of the imposition of a requirement that expressly requires the Waste Installation to permanently cease operations); or (ii) is the refusal or the failure to give approval, for a period in excess of twenty-four (24) Months, to a request for consent to any re-start of the Capture Plant, (each, a **"Shutdown Event"**) unless, in any such case, the Shutdown Event was for reasons:

- (i) relating to or in connection with matters of health, safety, security, environment, transport or damage to property affecting (directly or indirectly): (1) the Installation or the capture of CO₂ therefrom; (2) the Emitter; (3) the land on which the Installation is situated; or (4) the management of any of (1) to (3);
- (ii) arising out of, in connection with, or resulting from the negligence, breach or fault of, or a failure to act in accordance with the Reasonable and Prudent Standard by, the Emitter or any of its Representatives, where at the time of the Shutdown Event it was justifiable in the circumstances to prevent the operation, or refuse to consent to any re-start, of the Capture Plant; or
- (iii) relating to any decision by any Subsidy Control Competent Authority in respect of the application of the Subsidy Control Rules in the Waste ICC Contract or CCUS Programme ICC Contracts (including the annulment, invalidation,

revocation, modification, suspension or replacement of any prior decision pursuant to such rules);

"R1 Energy Efficiency Threshold" means a confirmation from the relevant Competent Authority that the Waste Installation has satisfied the applicable energy efficiency rating using the formulae and methodology set out in Annex 2 of the Waste Framework Directive, provided that:

- (A) any amendment or replacement (whether as a result of a Change in Law or otherwise); and/or
- (B) any change in the relevant Competent Authority's interpretation or application,

of such energy efficiency rating, formulae or methodology after the Agreement Date shall be of no effect for the purposes of determining the satisfaction of the R1 Energy Efficiency Threshold under the Waste ICC Contract;

"R1 Energy Efficiency Threshold Extension Condition" has the meaning given to that term in Condition 2.2(B) (*Extension*);

"Reasonable and Prudent Standard" means the standard of a person seeking in good faith to comply with its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person complying with all applicable Laws, Directives, Industry Documents and Required Authorisations and engaged in the same type of undertaking under the same or similar circumstances and conditions;

"Reconciled Biogenic LTSS FE Increment" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Reconciliation Amount(s)" means a CP Reconciliation Amount(s), an OP Reconciliation Amount(s) and/or a T&S Reconciliation Amount(s) (as applicable);

"Reference CPI" means the most recently published CPI;

"Registered Capacity" has the meaning given to that term in the CCS Network Code;

"Relevant Emitters" means:

- (A) the Emitter; and
- (B) all other emitters:
 - (i) which are operating Eligible Waste Technologies described in paragraph (A) of the definition of "Eligible Waste Technologies" within a radius of eighty (80) miles from the Installation (or such alternative distance as may be agreed by the Parties (acting reasonably)); and
 - (ii) to which the UK ETS Expansion Change in Law described in paragraph (A) of the definition of "UK ETS Expansion Change in Law" applies,

but excluding Hospital and Small Emitters or Ultra-Small Emitters;

"Relief Event Billing Period" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Relief Event Recalculation Amount" has the meaning given to that term in Condition 6.15(C) (*Capture Outage Relief Events*);

"Relief Event Settlement Unit" has the meaning given to that term in Condition 5 (*Definitions: Part 4*) of Part 4 (*Payment Calculations*);

"Removed Voluntary Scheme" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Replacement Collateral Notice" has the meaning given to that term in Condition 42.3 (*Notification of collateral requirement*);

"Replacement Collateral Repayment Date" means, in circumstances in which any Payment Failure occurs after the date of a Collateral Posting Notice but before the Initial Collateral Repayment Date specified in such notice, the date falling twelve (12) Months after the last day of the NPA Payment Cure Period applicable to the Emitter Net Payable Amount to which such Payment Failure relates;

"Reporting Obligations Audit Notice" has the meaning given to that term in Condition 3.18 (*Reporting Obligations Audit Right*);

"Reporting Obligations Audit Right" has the meaning given to that term in Condition 3.17 (*Reporting Obligations Audit Right*);

"Representatives" means:

- (A) in respect of the Waste ICC Contract Counterparty:
 - (i) its directors, officials, officers, employees, agents, consultants and advisers; and
 - (ii) the Waste ICC Contract Settlement Services Provider and its directors, officers, employees, agents, consultants and advisers;
- (B) in respect of the Emitter:
 - (i) its directors, officers or employees;
 - (ii) any of its Contractors, agents, consultants and advisers which are engaged in connection with the Project, the Waste ICC Contract or any other Waste ICC Document; and
 - (iii) the directors, officers, employees, agents, consultants and advisers of any of its Contractors which are engaged in connection with the Project, the Waste ICC Contract or any other Waste ICC Document;
- (C) in respect of any Government Entity, its directors, officials, officers, employees, agents, consultants and advisers; or
- (D) in respect of any other person, its directors, officers, officials, employees, agents, consultants and advisers;

"Request for Information" means:

- (A) a request for information (as such term is defined in section 8 of the FoIA);
- (B) a request that environmental information (as such term is defined in the EIR) be made available pursuant to the EIR; or

(C) any apparent request for information under the FoIA or the EIR;

"Requested CCU Supporting Information" has the meaning given to that term in Condition 27.5(C) (*Notification of CCU*);

"Requested Extension Supporting Information" has the meaning given to that term in Condition 2.5(B) (*Extension*);

"Requested Milestone Supporting Information" has the meaning given to that term in Condition 4.3(B) (*Milestone Requirement Notice*);

"Required Authorisation" means, in relation to the Emitter, each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval of or from any Competent Authority required at such time to enable the Emitter to perform and comply with its obligations under the Waste ICC Contract, the other Waste ICC Documents, the Grant Funding Agreement and for the Project;

"Required CiAL Amendment" means any such amendment or supplement to the Waste ICC Contract which is, as a direct result of a Change in Applicable Law being implemented, occurring or becoming effective, necessary to ensure that the Required CiAL Amendment Objectives are met (provided that any such amendment or supplement shall not affect either: (i) the commercial intent of the Waste ICC Contract; or (ii) the overall balance of risk, rights and obligations between the Parties, in each case as provided for in the Waste ICC Contract);

"Required CiAL Amendment Objectives" means that: (i) the Waste ICC Contract continues in force; and (ii) no provision of the Waste ICC Contract is rendered illegal, invalid, unenforceable or inoperable;

"Required UK ETS Alignment Amendment" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Required UK ETS Alignment Reversion Amendment" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Reserve Account" means a bank account in the United Kingdom specified by the Waste ICC Contract Counterparty in a Collateral Posting Notice and to which Acceptable Collateral (in the form of cash) is to be transferred;

"Resolution Period" has the meaning given to that term in Condition 45.1(A) (*Resolution by Senior Representatives*);

"Respondent" has the meaning given to that term in Condition 46.3 (*Expert Determination Procedure*);

"Response Submission" has the meaning given to that term in Condition 46.6(C) (*Expert Determination Procedure*);

"Restricted Voluntary GGR Surrender" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Restricted Voluntary GGR Transfer" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Reversion UK ETS MRV Methodology Criterion" means:

- (A) the Emitter is using or has been permitted to use pursuant to this Waste ICC Contract a UK ETS MRV Methodology other than in accordance with Annex 13 (*Biogenic LTSS Requirements*) as at the Agreement Date; and
- (B) thirty-five per cent. (35%) or more of Relevant Emitters are using Carbon-14, provided that for the purposes of this paragraph (B), **"Relevant Emitters"** shall not include the Emitter;

"Revised Biogenic LTSS Data" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Revised CO₂ Measurement Data" has the meaning given to that term in Condition 23.9 (*Rectification of CO₂ Measurement Data Obligation breach*);

"Revised Downstream CO₂ Venting Event Notification" has the meaning given to that term in Condition 25.1(D)(ii) (*Emitter Undertakings: Off-Specification CO₂ Event*);

"Revised Emitter QCiL Information" has the meaning given to that term in Condition 29.10(B) (*Emitter QCiL Notice*);

"Revised Emitter QCiL Response Information" has the meaning given to that term in Condition 29.5(B) (*Emitter QCiL Response Notice*);

"Revised Emitter QCiL True-Up Information" has the meaning given to that term in Condition 29.10(B) (*Emitter QCiL True-Up Notice*);

"Revised Emitter QCiL True-Up Response Information" has the meaning given to that term in Condition 32.5(B) (*Emitter QCiL True-Up Response Notice*);

"Revised Emitter T&S Connection Delay True-Up Information" has the meaning given to that term in Condition 3.57(B) (*Emitter T&S Connection Delay True-Up Notice*);

"Revised Emitter T&S Connection Delay True-Up Response Information" has the meaning given to that term in Condition 3.52(B) (*Emitter T&S Connection Delay True-Up Response Notice*);

"Revised GGR Information" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Revised Notified OCP Performance Test Date" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Scheduled OCP Performance Test Date Window" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Scheduled OCP Performance Test Date Window Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Scheduled T&S Termination Staged Payment" has the meaning given to that term in Condition 39.6(C) (*Consequences of T&S Prolonged Unavailability Event termination*);

"Second Payment Failure Notice" has the meaning given to that term in Condition 42.1 (*Notification of collateral requirement*);

"Secondary Biogenic LTSS" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Secondary Biogenic LTSS Measurement Point(s)" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Secretary of State" means the Secretary of State for Energy Security and Net Zero acting in that capacity, unless otherwise expressly stated or the context otherwise requires;

"Section 36 Consent" means a consent under section 36 of the Electricity Act 1989;

"Security" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Security Measures" shall have the meaning given to that term in Condition 65.1(B) (*Cyber Security*);

"Senior Representative" means a senior employee or officer selected by a Party to represent it in relation to Condition 45 (*Resolution by Senior Representatives*);

"Senior Representatives Settlement" has the meaning given to that term in Condition 45.1(A) (*Resolution by Senior Representatives*);

"Service Agent" has the meaning given to that term in the Waste ICC Agreement (but only if Condition 77 (*Agent for service of process*) is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement);

"Service Document" means a claim form, application notice, order, judgment or other document relating to any Proceedings;

"Settlement Unit" means each day occurring during the Term on or after the Start Date, starting at 00:00 and ending at 23:59 on the same day;

"Single Line LTSS Measured CO₂ Input" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Specific Change in Law" means a Change in Law, the terms of which specifically (and not merely indirectly or consequentially or by virtue of the disproportionate effect of any Change in Law that is of general application) apply to:

- (A) industrial installations which deploy CO₂ Capture Technology or CO₂ Capture Technology forming part of such industrial installations and not to other industrial installations, or the production from, or production related and associated processes carried out at, other industrial installations; or
- (B) the holding of shares in companies, the membership of partnerships, limited partnerships or limited liability partnerships, the participation in joint ventures (whether or not incorporated) or the holding of any other economic interest, including by way of debt, in each case whether directly or indirectly, in any undertaking whose main business is the development, construction, operation and maintenance of industrial installations referred to in paragraph (A) above and not to other industrial installations;

"Specified Expiry Date" has the meaning given to that term in the Waste ICC Agreement;

"Stack Meter Waste ICC Technical Audit" has the meaning given to that term in paragraph 2 of Annex 10 (*Stack Meter Operational Framework and Technical Specification*);

"Standard and Poor's" means Standard & Poor's Ratings Service, a division of the McGraw-Hill Companies, Inc., and any successor thereto;

"Start Date" has the meaning given to that term in Condition 3.23 (*Notification of Start Date*);

"Start Date Notice" has the meaning given to that term in Condition 3.22 (*Notification of Start Date*);

"Strike Price" means the Initial Strike Price, as may be amended from time to time in accordance with the Waste ICC Contract;

"Strike Price Adjustment" means any adjustment to the Strike Price effected pursuant to and in accordance with the Waste ICC Contract, including: (i) a QCiL Strike Price Adjustment; (ii) a QCiL True-Up Strike Price Adjustment; (iii) an OP Indexation Adjustment; or (iv) a Total Opex Costs Early Reopener Adjustment;

"Strike Price Adjustment Calculation Period" means, in respect of any calendar year, the period from the date the CPI for January in the relevant calendar year is published (or, where the Reference CPI is used, the fifth (5th) Business Day prior to the end of March in the relevant calendar year) to and including the first (1st) day of April in that calendar year;

"Subsidy" has the meaning given to the term **"subsidy"** in the Subsidy Control Act 2022 and, for the purposes of the Waste ICC Contract, shall exclude UK ETS Free Allowances;

"Subsidy Control Competent Authority" means either or both of the Competition Appeal Tribunal and the Competition and Markets Authority and any successor to any of their respective functions in respect of subsidy control;

"Subsidy Control Declaration Date" means the date the Emitter submits an OCP Notice in respect of the Subsidy Control Declaration Operational CP or, where the Waste ICC Contract Counterparty subsequently agrees to waive the Subsidy Control Declaration Operational CP in accordance with Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*), the date the Emitter requests a waiver of the Subsidy Control Declaration Operational CP;

"Subsidy Control Declaration Operational CP" means the Operational Condition Precedent set out in paragraph 5 (*Subsidy Control Declaration Operational CP*) of Part B of Annex 1 (*Conditions Precedent*);

"Subsidy Control Rules" means: (i) any subsidy control provisions in Law or having legally binding effect in the United Kingdom; and (ii) any relevant decisions or judgments of a Subsidy Control Competent Authority;

"Subsidy Interest Rate" has the meaning given to that term in Condition 28.13(B) (*Subsidy Interest*);

"Supply Chain Report" means a report prepared by the Emitter and submitted to the Waste ICC Contract Counterparty pursuant to Condition 26.1 (*Supply Chain Report*), which shall be substantially in the form attached at Annex 8 (*Form of Supply Chain Report*);

"Supply Chain Report Deadline" has the meaning given to that term in Condition 26.1 (*Supply Chain Report*);

"Supply Chain Report Fees" means the following amounts payable by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 26.6 (*Payment of Supply Chain Report Fees*):

- (A) the sum of one thousand pounds Sterling (£1,000), which shall be due and payable by the date which falls ten (10) Business Days after the date of the relevant Supply Chain Report Response Notice;
- (B) the sum of one thousand pounds Sterling (£1,000), which shall be due and payable by the date which falls one (1) Month and ten (10) Business Days after the date of the relevant Supply Chain Report Response Notice;
- (C) the sum of one thousand pounds Sterling (£1,000), which shall be due and payable by the date which falls two (2) Months and ten (10) Business Days after the date of the relevant Supply Chain Report Response Notice;
- (D) the sum of two thousand five hundred pounds Sterling (£2,500), which shall be due and payable by the date which falls three (3) Months and ten (10) Business Days after the date of the relevant Supply Chain Report Response Notice; and
- (E) the sum of five thousand pounds Sterling (£5,000), which shall be due and payable by the date which falls four (4) Months and ten (10) Business Days after the date of the relevant Supply Chain Report Response Notice, with the same amount to then be due and payable each subsequent Month thereafter;

"Supply Chain Report Response Notice" has the meaning given to that term in Condition 26.4 (*Supply Chain Report*);

"Supporting Information" means any and all calculations, confirmations, data, documentation, evidence (including experts' reports), explanations, information, measurements, readings, reports (including experts' reports), representations and statements (whether in written or documentary form);

"T&S Billing Period" means a Month, except that the first T&S Billing Period shall commence on the Start Date and end on the later of (i) the last day of the Month in which the Start Date occurred; and (ii) the last day of the Month in which the Waste ICC Contract Counterparty notifies the Emitter pursuant to an OCP Response Notice or a Further OCP Response Notice (as relevant) that it has determined that all of the Operational Conditions Precedent have been satisfied or waived in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) (as applicable) and the last T&S Billing Period shall commence on the first day of the last Month of the Initial Term or the Extended Term (as applicable) and end on the last day of the Initial Term or the Extended Term (as applicable);

"T&S Billing Statement" has the meaning given to that term in Condition 12.16 (*Delivery of T&S Billing Statement*);

"T&S Capacity" means the Emitter's Registered Capacity multiplied by the total number of hours in the relevant Settlement Unit (*expressed in tCO₂RS/Settlement Unit*);

"T&S Capacity Charge" means the transport and storage capacity charge in respect of the T&S Capacity (*expressed in pounds (£)*) payable for each Settlement Unit (*i*) calculated in accordance with the following formula:

- (A) if the Emitter is a T&S Onshore User:

$$TSCC_i = (TSO_{NCR_i} \times TSC_i) + (TSO_{FFCR_i} \times TSC_i)$$

- (B) if the Emitter is a T&S Offshore User:

$$TSCC_i = TSOFFCR_i \times TSC_i$$

where:

$TSCC_i$	=	the T&S Capacity Charge (£) for the relevant Settlement Unit (i);
$TSOONCR_i$	=	the T&S Onshore Capacity Charge Rate (£/tCO ₂ RS/Settlement Unit) for the relevant Settlement Unit (i);
TSC_i	=	the T&S Capacity (tCO ₂ RS/Settlement Unit) for the relevant Settlement Unit (i); and
$TSOFFCR_i$	=	the T&S Offshore Capacity Charge Rate (£/tCO ₂ RS/Settlement Unit) for the relevant Settlement Unit (i),

in each case, provided that if, at any time during any Opex Payment Year (On):

$$\sum_{i=1}^n TSC_{i,On} > (MTSC \times n) \times Tol$$

where:

$TSC_{i,On}$	=	the T&S Capacity (tCO ₂ RS/Settlement Unit) for each Settlement Unit (i) in the relevant Opex Payment Year (On);
$MTSC$	=	the Maximum T&S Capacity (tCO ₂ RS/Settlement Unit);
n	=	the number of Settlement Units (i) in the relevant Opex Payment Year (On); and
Tol	=	the tolerance applied, in this case one hundred and ten per cent. (110%),

then all further $TSCC_i$ amounts in that Opex Payment Year (On) shall be zero (0);

"T&S Cessation Event" means the occurrence of any one of the following:

- (A) a notice of discontinuation is issued by the Secretary of State to the relevant T&S Operator pursuant to a discontinuation agreement entered into between the relevant T&S Operator and the Secretary of State; or
- (B) the relevant T&S Operator's licence to operate the relevant T&S Network is: (i) revoked; and (ii) not transferred to a substitute T&S Operator, such that the relevant T&S Network ceases to operate or the Emitter is no longer able to connect to that T&S Network;

"T&S Charges" means the T&S Flow Charge, the T&S Capacity Charge, and the T&S Network Charge;

"T&S Charging Year" means the period from 1 April in any calendar year until and including 31 March in the following calendar year;

"T&S Commissioning Delay Event" means an event or circumstance which occurs prior to the Start Date (excluding a T&S Outage Event or a T&S Planned Outage) that prevents or delays the development, construction, completion, commissioning and/or operation of the relevant T&S Network and as a result prevents or delays the Capture Plant from exporting captured CO₂ Rich Stream to the relevant T&S Network (except to the extent that such event or circumstance arises out of or in connection with an act, omission breach or default of the

Emitter or its Representatives, including any breach by the Emitter or its Representatives of an Industry Document). This includes but is not limited to the failure of the relevant T&S Operator to carry out in a timely manner: (A) any connection works specified in the T&S Construction Agreement; or (B) any required works to the relevant T&S Network in order for the Capture Plant to export captured CO₂ Rich Stream to the relevant T&S Network;

"T&S Compensatory Interest" means the interest that is due and payable at the T&S Compensatory Interest Rate in accordance with Condition 12.20 (*Calculation of T&S Compensatory Interest Amount*);

"T&S Compensatory Interest Amount" has the meaning given to that term in Condition 12.20 (*Calculation of T&S Compensatory Interest Amount*);

"T&S Compensatory Interest Rate" has the meaning given to that term in Condition 12.20 (*Calculation of T&S Compensatory Interest Amount*);

"T&S Composition Analysis Equipment" has the meaning given to that term in paragraph 2 of Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

"T&S Connection Agreement" means the agreement between the relevant T&S Operator and the Emitter relating to the export of captured CO₂ Rich Stream to the relevant T&S Network by the Emitter;

"T&S Connection Confirmation CP" has the meaning given to that term in paragraph 3(F) of Part B of Annex 1 (*Conditions Precedent*);

"T&S Connection Delay Compensation" means, in relation to a T&S Commissioning Delay Event, all out-of-pocket costs which are irrecoverable and unavoidable by the Emitter acting in accordance with the Reasonable and Prudent Standard and which have been, will be or are reasonably likely to be incurred on or after the Agreement Date in respect of the Project by the Emitter arising directly from such T&S Commissioning Delay Event occurring, provided that such costs shall exclude:

- (A) all costs incurred by the Emitter for which the Emitter receives a TCDE Relief Amount;
- (B) all costs incurred by the Emitter under or in accordance with the UK Emissions Trading Scheme;
- (C) all costs associated with the Emitter's financing arrangements in respect of the Project (including all interest incurred in respect of the Emitter's financing arrangements);
- (D) all additional capital costs incurred by the Emitter, other than capital costs that are required to preserve, maintain and recommission the Capture Plant; and/or
- (E) any loss, damage, cost or other expense to the extent that the same does not arise naturally from the T&S Commissioning Delay Event and cannot reasonably be supposed to have been in the contemplation of the Parties at the Agreement Date as the probable result of such T&S Commissioning Delay Event, or any special, indirect or consequential loss including any such loss which constitutes loss of use, loss of goodwill, loss of profit or loss of revenue, in each case incurred by the Emitter in respect of the T&S Commissioning Delay Event;

"T&S Connection Delay Compensation Notice" has the meaning given to that term in Condition 3.41 (*T&S Connection Delay Compensation and TCDE Relief Amount*);

"T&S Connection Delay Compensation Payment Notice" has the meaning given to that term in Condition 3.45 (*T&S Connection Delay Compensation and TCDE Relief Amount*);

"T&S Connection Delay Relief Compensatory Interest Amount" has the meaning given to that term in Condition 3.48 (*T&S Connection Delay Relief Compensatory Interest*);

"T&S Connection Delay Relief Compensatory Interest Rate" has the meaning given to that term in Condition 3.48 (*T&S Connection Delay Relief Compensatory Interest*);

"T&S Connection Delay True-Up Compensation" means the adjustment to the T&S Connection Delay Compensation which is necessary to reflect the T&S Connection Delay True-Up Information;

"T&S Connection Delay True-Up Information" has the meaning given to that term in Condition 3.49 (*Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice*);

"T&S Connection Delay True-Up Response Information" has the meaning given to that term in Condition 3.50 (*Emitter T&S Connection Delay True-Up Response Notice*);

"T&S Connection Delay True-Up Supporting Information" has the meaning given to that term in Condition 3.55 (*Emitter T&S Connection Delay True-Up Notice*);

"T&S Construction Agreement" means the agreement between the relevant T&S Operator and the Emitter relating to the construction of infrastructure connecting the Capture Plant to the relevant T&S Network at the CO₂ T&S Network Delivery Point(s);

"T&S Delivery Point Size" means, in relation to each CO₂ T&S Network Delivery Point, the maximum throughput of CO₂ at that CO₂ T&S Network Delivery Point as set out in the T&S Connection Agreement multiplied by the total number of hours in the relevant Settlement Unit (*expressed in tCO₂RS/Settlement Unit*);

"T&S Extension Condition" has the meaning given to that term in Condition 2.2 (*Extension*);

"T&S Flow Charge" means the transport and storage flow charge in respect of the Metered CO₂ Rich Stream Output to T&S (*expressed in pounds (£)*) for each Settlement Unit (*i*) calculated in accordance with the following formula:

(A) if the Emitter is a T&S Onshore User:

$$TSFC_i = (TSOFR_i \times CO2RS\_Out\_T\&S_i) + (TSOFFFR_i \times CO2RS\_Out\_T\&S_i)$$

(B) if the Emitter is a T&S Offshore User:

$$TSFC_i = TSOFFFR_i \times CO2RS\_Out\_T\&S_i$$

where:

$TSFC_i$ = the T&S Flow Charge (£) for the relevant Settlement Unit (*i*);

$TSOFR_i$ = the T&S Onshore Flow Charge Rate (£/tCO₂RS) for the relevant Settlement Unit (*i*);

$CO2RS\_Out\_T\&S_i$ = the Metered CO₂ Rich Stream Output to T&S (tCO₂RS) for the relevant Settlement Unit (*i*); and

$TSOFFFR_i$ = the T&S Offshore Flow Charge Rate (£/tCO₂RS) for the relevant Settlement Unit (*i*),

in each case, provided that if, at any time during any Opex Payment Year (*On*):

$$\sum_{i=1}^n CO2RS\_Out\_T\&S_{i,On} > MRSO \times Tol$$

where:

$CO2RS\_Out\_T\&S_{i,On}$ = the Metered CO₂ Rich Stream Output to T&S (tCO_2RS) for each Settlement Unit (i) in the relevant Opex Payment Year (On);

$MRSO$ = the Maximum CO₂ Rich Stream Output to T&S (tCO_2RS);

Tol = the tolerance applied, in this case one hundred and ten per cent. (110%); and

n = the number of Settlement Units (i) in the relevant Opex Payment Year (On),

then all further $TSFC_i$ amounts in that Opex Payment Year (On) shall be zero (0);

"T&S Net Payable Amount" means in respect of a T&S Billing Period, the amount calculated in accordance with Condition 12.21 (*Calculation of T&S Net Payable Amount*);

"T&S Network" means a network including, but not limited to:

(A) pipelines used for the transportation of captured CO₂ Rich Stream from one (1) or more capture plant(s) to a storage facility or to or from any captured CO₂ Rich Stream pipeline network; and

(B) storage facilities for the permanent storage of captured CO₂ Rich Stream,

owned or operated by a T&S Operator within the United Kingdom, which may include onshore and offshore components and which, for the avoidance of doubt, shall not include any pipelines, routes or storage facilities for CO₂ Utilisation;

"T&S Network Availability Date" has the meaning given to that term in Condition 3.64(A) (*T&S Connection Confirmation CP*);

"T&S Network Availability Notice" has the meaning given to that term in Condition 3.64 (*T&S Connection Confirmation CP*);

"T&S Network Availability Proposer" has the meaning given to that term in Condition 3.65 (*T&S Connection Confirmation CP*);

"T&S Network Availability Respondent" has the meaning given to that term in Condition 3.65 (*T&S Connection Confirmation CP*);

"T&S Network Availability Response Notice" has the meaning given to that term in Condition 3.65 (*T&S Connection Confirmation CP*);

"T&S Network Charge" means the transport and storage network charge in respect of the T&S Delivery Point Size (*expressed in pounds (£)*) for each Settlement Unit (i) calculated in accordance with the following formula:

(A) if the Emitter is a T&S Onshore User:

$$TSNC_i = (TSOONNCR_i \times TSDPS_i) + (TSOFFNCR_i \times TSDPS_i)$$

(B) if the Emitter is a T&S Offshore User:

$$TSNC_i = TSOFFNCR_i \times TSDPS_i$$

where:

$TSNC_i$	=	the T&S Network Charge (£) for the relevant Settlement Unit (i);
$TSOONNCR_i$	=	the T&S Onshore Network Charge Rate (£/tCO ₂ RS/Settlement Unit) for the relevant Settlement Unit (i);
$TSDPS_i$	=	the T&S Delivery Point Size (tCO ₂ RS/Settlement Unit) for the relevant Settlement Unit (i); and
$TSOFFNCR_i$	=	the T&S Offshore Network Charge Rate (£/tCO ₂ RS/Settlement Unit) for the relevant Settlement Unit (i),

in each case, provided that if, at any time during any Opex Payment Year (On):

$$\sum_{i=1}^n TSDPS_{i,On} > (MTSDPS \times n) \times Tol$$

where:

$TSDPS_{i,On}$	=	the T&S Delivery Point Size (tCO ₂ RS/Settlement Unit) for each Settlement Unit (i) in the relevant Opex Payment Year (On);
$MTSDPS$	=	the Maximum T&S Delivery Point Size (tCO ₂ RS/Settlement Unit);
n	=	the number of Settlement Units (i) in the relevant Opex Payment Year (On); and
Tol	=	the tolerance applied, in this case one hundred and ten per cent. (110%),

then all further $TSNC_i$ amounts in that Opex Payment Year (On) shall be zero (0);

"T&S Offshore Capacity Charge Rate" means the transport and storage offshore capacity charge rate for the relevant T&S Charging Year as set out in the relevant Use of Systems Charging Statement multiplied by the total number of hours in the relevant Settlement Unit (expressed in £/tCO₂RS/Settlement Unit);

"T&S Offshore Flow Charge Rate" means the transport and storage offshore flow charge rate for the relevant T&S Charging Year as set out in the relevant Use of Systems Charging Statement (expressed in £/tCO₂RS);

"T&S Offshore Network Charge Rate" means the transport and storage offshore network charge rate for the relevant T&S Charging Year as set out in the relevant Use of Systems Charging Statement multiplied by the total number of hours in the relevant Settlement Unit (expressed in £/tCO₂RS/Settlement Unit);

"T&S Offshore Transportation and Storage System" has the meaning given to the term "Offshore Transportation and Storage System" in the CCS Network Code;

"T&S Offshore User" means an Emitter with a CO₂ T&S Network Delivery Point which connects directly to the relevant T&S Network at the T&S Offshore Transportation and Storage System;

"T&S Onshore Capacity Charge Rate" means the transport and storage onshore capacity charge rate for the relevant T&S Charging Year as set out in the relevant Use of Systems Charging Statement multiplied by the total number of hours in the relevant Settlement Unit (*expressed in £/tCO₂RS/Settlement Unit*);

"T&S Onshore Flow Charge Rate" means the transport and storage onshore flow charge rate for the relevant T&S Charging Year as set out in the relevant Use of Systems Charging Statement (*expressed in £/tCO₂RS*);

"T&S Onshore Network Charge Rate" means the transport and storage onshore network charge rate for the relevant T&S Charging Year as set out in the relevant Use of Systems Charging Statement multiplied by the total number of hours in the relevant Settlement Unit (*expressed in £/tCO₂RS/Settlement Unit*);

"T&S Onshore User" means an Emitter with a CO₂ T&S Network Delivery Point which connects directly to the relevant T&S Network at the T&S Onshore Transportation System (as defined in the CCS Network Code);

"T&S Operator" means a licensed company operating and maintaining a T&S Network;

"T&S Outage Event" means an event or circumstance affecting the relevant T&S Network (excluding a T&S Commissioning Delay Event or a T&S Cessation Event), that prevents the Capture Plant from accessing the full entry capacity to the relevant T&S Network that the Emitter has reserved under the T&S Connection Agreement for a period equal to or exceeding one (1) day (which, for the avoidance of doubt, shall include a Full T&S Outage Event);

"T&S Payment" means the payment calculated in accordance with Condition 9.2 (*T&S Payment*);

"T&S Planned Outage" means a T&S Outage Event that has been scheduled in advance by the relevant T&S Operator to carry out Programmed Maintenance (as defined in the CCS Network Code);

"T&S Planned Outage End Notification" has the meaning given to that term in Condition 24.1(B) (*Notification of T&S Planned Outages*);

"T&S Planned Outage Notifications" has the meaning given to that term in Condition 24.1(B) (*Notification of T&S Planned Outages*);

"T&S Planned Outage Start Notification" has the meaning given to that term in Condition 24.1(A) (*Notification of T&S Planned Outages*);

"T&S Prolonged Unavailability Event" means:

- (A) a T&S Commissioning Delay Event which has been continuing for a continuous period of at least six (6) months;
- (B) a Full T&S Outage Event which has not arisen out of or in connection with any act, omission, breach or default by the Emitter or its Representatives (including any breach by the Emitter or its Representatives of any Industry Document) and which has been continuing for a continuous period of at least six (6) months; or
- (C) a T&S Cessation Event;

"T&S Prolonged Unavailability Event Notice" has the meaning given to that term in Condition 38.8 (*Termination for T&S Prolonged Unavailability Event*);

"T&S Prolonged Unavailability Event Tax" means any Tax other than any Tax on gross or net Income, Profits or Gains;

"T&S Prolonged Unavailability Event Tax Liability" means:

- (A) a liability of the Emitter to make an actual payment of a T&S Prolonged Unavailability Event Tax to a tax authority; and
- (B) the loss to the Emitter of, or a reduction to the Emitter in the amount of, a right to repayment of Tax to which it would otherwise be entitled but for such amount being set off against any liability of the Emitter to make an actual payment of T&S Prolonged Unavailability Event Tax;

"T&S Prolonged Unavailability Further Response Notice" has the meaning given to that term in Condition 38.12(B)(ii) (*Termination for T&S Prolonged Unavailability Event*);

"T&S Prolonged Unavailability Procedure Obligation" has the meaning given to that term in Condition 36 (*Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension*);

"T&S Prolonged Unavailability Remediation Deadline" has the meaning given to that term in Condition 38.8(B)(i)(b) (*Termination for T&S Prolonged Unavailability Event*) as such deadline may be extended in accordance with Condition 38.26 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*);

"T&S Prolonged Unavailability Response Notice" has the meaning given to that term in Condition 38.9 (*Termination for T&S Prolonged Unavailability Event*);

"T&S Prolonged Unavailability Review Notice" has the meaning given to that term in Condition 38.11 (*Termination for T&S Prolonged Unavailability Event*);

"T&S Prolonged Unavailability Termination Date" has the meaning given to that term in Condition 38.22 (*Termination for T&S Prolonged Unavailability Event*);

"T&S Prolonged Unavailability Termination Event" means where:

- (A) subject to limbs (B), (C) and (D), a T&S Prolonged Unavailability Event has not been remedied by the T&S Prolonged Unavailability Remediation Deadline;
- (B) Condition 38.9(A)(iv) applies, an Emitter has delivered evidence to the satisfaction of the Waste ICC Contract Counterparty that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to a No Alternative T&S Solution Reason;
- (C) Condition 38.13 applies, the Waste ICC Contract Counterparty rejects a draft Alternative T&S Network Solution Plan pursuant to Condition 38.13(C)(iv) unless the Emitter submits an amended draft Alternative T&S Network Solution Plan pursuant to Condition 38.14(B); or
- (D) Condition 38.13(C)(i) applies but no earlier than the T&S Prolonged Unavailability Remediation Deadline, and subject to Condition 38.25, the Emitter fails to commence and continue to implement an Approved Alternative T&S Network Solution Plan in accordance with its terms in order to remedy a T&S Prolonged Unavailability Event (notwithstanding that the T&S Prolonged Unavailability Event has not been remedied by the T&S Prolonged Unavailability Remediation Deadline);

"T&S Prolonged Unavailability Termination Notice" has the meaning given to that term in Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*);

"T&S Reconciliation Amounts" has the meaning given to that term in Condition 12.19 (*Calculation of T&S Reconciliation Amounts*);

"T&S Reconciliation Billing Period" has the meaning given to that term in Condition 12.20 (*Calculation of T&S Reconciliation Amounts*);

"T&S Revised Planned Outage Notification" has the meaning given to that term in Condition 24.1(D)(ii) (*Notification of T&S Planned Outages*);

"T&S Termination Costs" means all out-of-pocket costs which are irrecoverable and unavoidable by the Emitter acting in accordance with the Reasonable and Prudent Standard and which have been, will be or are reasonably likely to be incurred in respect of the Project by the Emitter arising directly from such T&S Prolonged Unavailability Event occurring, if and to the extent that such costs constitute:

- (A) development and pre-development costs incurred following the Devex Recovery Date in respect of the Capture Plant (including the costs of surveys and environmental impact assessments in respect of the Capture Plant);
- (B) decommissioning costs in respect of the Capture Plant;
- (C) costs which are wholly attributable to the construction, installation, testing, completion or commissioning of the Capture Plant;
- (D) break costs associated with the Emitter's contractual arrangements in respect of the Project, provided that such costs are incurred under contracts that have been entered into on arm's-length, reasonable commercial terms; or
- (E) break costs associated with the Emitter's financing arrangements in respect of the Project,

provided that (i) the aggregate of all costs referred to in paragraphs (A) to (D) shall not exceed the Total Capex Payment; and (ii) such costs shall exclude:

- (i) the Total Return Component;
- (ii) any T&S Connection Delay Compensation;
- (iii) any TCDE Relief Amount;
- (iv) reliefs from or reductions in a T&S Prolonged Unavailability Event Tax Liability;
- (v) all costs associated with the Emitter's financing arrangements in respect of the Project (including all interest incurred in respect of such financing arrangements), except where expressly specified in paragraph (E) above; and
- (vi) all other compensation which has been paid or will be or is reasonably likely to be payable by the Emitter in connection with such T&S Prolonged Unavailability Event;

"T&S Termination Payment" means the compensation in respect of a T&S Prolonged Unavailability Event calculated in accordance with Conditions 39.4 to 39.7 (*Consequences of T&S Prolonged Unavailability Event termination*);

"T&S Termination Payment Notice" has the meaning given to that term in Condition 39.3(B) (*Consequences of T&S Prolonged Unavailability Event termination*);

"T&S Termination Response Notice" has the meaning given to that term in Condition 38.23 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*);

"T&S Termination Savings" means all savings (including avoided out-of-pocket costs and insurance proceeds) which have been, will be or are reasonably likely to be made by the Emitter in respect of the Project arising directly from the T&S Prolonged Unavailability Event;

"T&S Termination Staged Payment" has the meaning given to that term in Condition 39.6(A) (*Consequences of T&S Prolonged Unavailability Event termination*);

"Target Commissioning Date" has the meaning given to that term in the Waste ICC Agreement;

"Target Commissioning Window" means the Initial Target Commissioning Window for the Installation as specified in the Waste ICC Agreement, as such period may be extended day for day for each day of delay to the Project by reason of:

- (A) a Force Majeure in respect of which the Emitter is the FM Affected Party but only to the extent that the Emitter has satisfied the requirements and conditions of Condition 57 (*Force Majeure*) to be entitled to such extension; or
- (B) a T&S Commissioning Delay Event but only to the extent that the Emitter has satisfied the requirements of Conditions 3.36 to 3.40 (*Relief due to T&S Commissioning Delay Event*) to be entitled to such extension;

"Tax" means any taxes, levies, duties, imposts and any charges, deductions or withholdings in the nature of tax including taxes on gross or net Income, Profits or Gains and taxes on receipts, sales, use, occupation, development, franchise, employment, value added and personal property, together with any penalties, charges and interest relating to any of them;

"TCDE Deadline" has the meaning given to that term in Condition 3.30 (*T&S Connection Confirmation CP Relief*);

"TCDE Notice" has the meaning given to that term in Condition 3.30 (*T&S Connection Confirmation CP Relief*);

"TCDE Relief Amount" shall, in respect of each Settlement Unit (*i*), be calculated as follows:

$$TCDE\_RA = CPR \times DCO2\_Out_E$$

where:

$TCDE\_RA$ = the TCDE Relief Amount (£) for the relevant Settlement Unit (*i*);

CPR = the Capex Payment Rate (£/tCO₂); and

$DCO2\_Out_E$ = the Daily Metered CO₂ Output to T&S Estimate (tCO₂);

"TCDE Relief Amount End Date" has the meaning given to that term in the Waste ICC Agreement;

"TCDE Response Notice" has the meaning given to that term in Condition 3.32 (*T&S Connection Confirmation CP Relief*);

"TCDE Supporting Information" has the meaning given to that term in Condition 3.32 (*T&S Connection Confirmation CP Relief*);

"Technical Amendment" means any Proposed Amendment which is: (i) not a Material Amendment; or (ii) required to correct a manifest error;

"Technical Amendment Agreement" has the meaning given to that term in paragraph 2.10 of Annex 4 (*Change Control Procedure*);

"Technical Amendment Response Notification" has the meaning given to that term in paragraph 2.6(B)(ii) of Annex 4 (*Change Control Procedure*);

"Technical Amendment Response Period" has the meaning given to that term in paragraph 2.6 of Annex 4 (*Change Control Procedure*);

"Technical Compliance Termination Event" means an event as set out in Condition 21.7 (*Failure to remedy Measurement Obligation breach*);

"Term" means the Initial Term and (where applicable) the Extended Term;

"Termination Event" has the meaning given to that term in Condition 40.1 (*Termination Events*);

"Termination Fee Rate" has the meaning given to that term in paragraph 1.1 of Annex 3 (*Calculation of Default Termination Payment*);

"Termination Threshold Capture Rate" means an Average Achieved CO₂ Capture Rate, determined in accordance with limb (G) of the definition of **"Calculation Period"**, of sixty per cent. (60%);

"Termination Threshold Capture Rate Breach" means where the Average Achieved CO₂ Capture Rate, determined in accordance with limb (G) of the definition of **"Calculation Period"**, is lower than the Termination Threshold Capture Rate for either three (3) consecutive Billing Periods or three (3) non-consecutive Billing Periods within six (6) consecutive Billing Periods;

"Termination Threshold Capture Rate Breach Deadline" means the later of: (i) the Capture Rate Breach Deadline; and (ii) the date which falls six (6) Months after the date of a Termination Threshold Capture Rate Breach Notice, in each case as such date may be extended day for day for each day that the Emitter is delayed in achieving a Termination Threshold Capture Rate Breach Rectification by reason of:

- (A) a Force Majeure in respect of which the Emitter is the FM Affected Party but only to the extent that the Emitter has satisfied the requirements and conditions of Condition 57 (*Force Majeure*) to be entitled to such extension; or
- (B) a Capture Outage Relief Event which directly affects the ability of the Emitter to achieve a Termination Threshold Capture Rate Breach Rectification;

"Termination Threshold Capture Rate Breach Notice" has the meaning given to that term in Condition 22.8 (*Notification of subsequent Termination Threshold Capture Rate Breach*);

"Termination Threshold Capture Rate Breach Rectification" means where the Average Achieved CO₂ Capture Rate, determined in accordance with limb (G) of the definition of **"Calculation Period"**, is equal to or greater than sixty per cent. (60%) for three (3) consecutive Billing Periods;

"Termination Threshold Capture Rate Breach Rectification Plan Deadline" has the meaning given to that term in Condition 22.9 (*Rectification of Termination Threshold Capture Rate Breach*);

"Termination Threshold Capture Rate Breach Rectification Review Notice" has the meaning given to that term in Condition 22.11 (*Rectification of Termination Threshold Capture Rate Breach*);

"Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements" means, as applicable, the minimum required content of:

- (A) the Capture Rate Breach Rectification Plan in relation to a Termination Threshold Capture Rate Breach to be provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 22.5 (*Rectification of Minimum CO₂ Capture Rate Obligation breach*) if a Termination Threshold Capture Rate Breach has occurred at the same time as a Minimum CO₂ Capture Rate Breach; or
- (B) the Updated Capture Rate Breach Rectification Plan in relation to a Termination Threshold Capture Rate Breach to be provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 22.9 (*Rectification of Termination Threshold Capture Rate Breach*) if a subsequent Termination Threshold Capture Rate Breach has occurred,

which shall include, but shall not be limited to, the following:

- (i) the key steps the Emitter proposes to take to rectify the Termination Threshold Capture Rate Breach and achieve a Termination Threshold Capture Rate Breach Rectification and the proposed dates by which such key steps will be completed;
- (ii) the key milestones the Emitter proposes to achieve to rectify the Termination Threshold Capture Rate Breach and achieve a Termination Threshold Capture Rate Breach Rectification and the proposed deadlines by which such key milestones will be achieved; and
- (iii) the date by which the Emitter considers that it will be able to achieve a Termination Threshold Capture Rate Breach Rectification;

"Test Performance Standards" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Test Report" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Test Report Minimum Technical Requirements" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Third Party" has the meaning given to that term in Condition 73.1 (*Third party rights*);

"Third Party Provisions" has the meaning given to that term in Condition 73.1 (*Third party rights*);

"Total Capex Payment" has the meaning given to that term in the Waste ICC Agreement;

"Total Opex Costs Early Reopener Adjustment" has the meaning given to that term in Condition 8.14 (*Opex Costs Early Reopener Adjustment Calculation*);

"Total Project Pre-Commissioning Costs" has the meaning given to that term in the Waste ICC Agreement;

"Total Return Component" has the meaning given to that term in the Waste ICC Agreement, subject to any reduction pursuant to Condition 7.2(A) (*Capex Payment Calculation*);

"Transfer" has the meaning given to that term in Condition 69.1 (*Restriction on Transfers*);

"Transferee" has the meaning given to that term in Condition 69.1 (*Restriction on Transfers*);

"Transferring Rights and Obligations" has the meaning given to that term in Condition 69.5(A) (*General provisions relating to permitted transfers*);

"Treaty" has the meaning given to that term in Article 2(1)(a) of the Vienna Convention on the Law of Treaties 1969;

"Tribunal" has the meaning given to that term in the FoIA;

"TWA Order" means an order under section 3 of the Transport and Works Act 1992;

"UK Competent Authority" means a Competent Authority of the United Kingdom;

"UK Emissions Trading Registry" means the registry established pursuant to the UK Emissions Trading Scheme;

"UK Emissions Trading Scheme" or **"UK ETS"** means the emissions trading scheme in the UK established pursuant to the UK ETS Order;

"UK ETS Alignment Dispute" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Dispute Emitter" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Dispute Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Dispute Threshold Criterion" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Dispute Validity Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Expert Appointment Threshold" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Dispute" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Dispute Emitter" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Dispute Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Dispute Threshold Criterion" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Dispute Validity Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Expert Appointment Threshold" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review Implementation Date" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review Outcome Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review Proposals" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review Response Deadline" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review Response Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Reversion Review Trigger" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review Implementation Date" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review Outcome Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review Proposals" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review Response Deadline" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review Response Notice" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Alignment Review Trigger" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Allowances" means allowances created under the UK ETS Order;

"UK ETS Alternative MRV Event" means:

- (A) the Waste ICC Contract Counterparty determines that the Alternative UK ETS MRV Methodology Criterion has been met; or
- (B) the Emitter has demonstrated to the satisfaction of the Waste ICC Contract Counterparty (acting reasonably) that the Alternative UK ETS MRV Methodology Criterion has been met;

in each case, following a UK ETS Expansion Change in Law;

"UK ETS Alternative MRV Review" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Carbon Pricing Commencement Date" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Conflict Change in Law" means a UK ETS Expansion Change in Law which results in a direct conflict between the requirements set out in the Waste ICC Contract and the requirements of the UK ETS Expansion Change in Law such that it is not possible for the Emitter to comply with each set of requirements, provided that a UK ETS Conflict Change in Law shall not include any UK ETS Expansion Change in Law which results in any condition or requirement which is simply additional to, more or less stringent than, or more or less onerous than, the conditions and requirements described in the Waste ICC Contract;

"UK ETS Conflict Review" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS Expansion Change in Law" means:

- (A) in the case of a UK ETS Conflict Review, UK ETS Alternative MRV Review, Discriminatory UK ETS Financial Support Change in Law and Further UK ETS Conflict Review:

- (i) the replacement or repeal of, or an amendment to, the UK Emissions Trading Scheme or the enactment of a new UK emissions trading scheme, which results in the relevant emissions trading scheme being applicable to CO₂ emissions arising from Eligible Waste Technologies; and
- (ii) the Competent Authority having published all material information regarding the application of such emissions trading scheme to Eligible Waste Technologies,

provided that, subject to paragraph (B) below, any subsequent replacement, repeal or amendment to such UK Emissions Trading Scheme or new UK emissions trading scheme shall not constitute a UK ETS Expansion Change in Law, but without prejudice to any right the Emitter may have to claim a Qualifying Change in Law in respect of any such subsequent replacement, repeal or amendment to such UK Emissions Trading Scheme or new UK emissions trading scheme; and

- (B) in the case of a Further UK ETS Conflict Review only:

- (i) any subsequent replacement, repeal or amendment to such UK Emissions Trading Scheme or new UK emissions trading scheme which is proposed or effected; and
- (ii) the Competent Authority having published all material information regarding such replacement or repeal of, or amendment to, such emissions trading scheme and its application to Eligible Waste Technologies,

and provided that such circumstances occur:

- (a) in the case of a UK ETS Conflict Review, on or before the date which is six (6) Months prior to the UK ETS Carbon Pricing Commencement Date;
- (b) in the case of a Further UK ETS Conflict Review, on or before the date which is four (4) Months prior to the UK ETS Carbon Pricing Commencement Date; and
- (c) in the case of a UK ETS Alternative MRV Review, on or before the date which is twelve (12) Months after the UK ETS Carbon Pricing Commencement Date;

"UK ETS Free Allowances" means any UK ETS Allowances which are allocated free of charge under Part 4A of the UK ETS Order;

"UK ETS Initial CRP Principles Review" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"UK ETS MRV Methodology" means a methodology which the Emitter is permitted to use pursuant to a UK ETS Expansion Change in Law for calculating the Biogenic CO₂ Emissions;

"UK ETS Order" means The Greenhouse Gas Emissions Trading Scheme Order 2020;

"UKA Futures Contract" means a futures contract relating to the transfer of a fixed number of UK ETS Allowances on a specified delivery date in the relevant year (in which the Carbon Reference Price is calculated) between two (2) or more accounts established under the UK Emissions Trading Registry;

"UKA Futures Index" means an index of UKA Index Prices;

"UKA Index Price" means the Exchange Delivery Settlement Price (EDSP) (*expressed in £/tCO₂e*) for a December UKA Futures Contract as published by the operator of the CRP Source, or such other replacement or supplementary price (*expressed in £/tCO₂e*) for a UKA Futures Contract which is required to be so used as a result of the operation of the provisions of Part A (*CRP Review Procedures*) of Annex 7 (*Carbon Reference Price Review*);

"Ultimate Investor" means any person who:

- (A) has Control of an Investor; or
- (B) holds any direct or indirect legal, beneficial or equitable interest in twenty-five per cent. (25%) or more of the equity share capital (or other economic interests) of an Investor;

"Ultra-Small Emitter" means an installation determined to be an ultra-small emitter pursuant to the UK ETS Order;

"Union Funding" means any funding from European Union resources (regardless of whether such funding constitutes subsidy or State aid), including funding under the NER 300 and Horizon 2020 programmes;

"Updated Capture Rate Breach Rectification Plan" has the meaning given to that term in Condition 22.9 (*Rectification of Termination Threshold Capture Rate Breach*);

"Updated Capture Rate Breach Rectification Plan Minimum Requirements" means the minimum required content of the Updated Capture Rate Breach Rectification Plan in relation to the Minimum CO₂ Capture Rate Breach to be provided by the Emitter to the Waste ICC

Contract Counterparty pursuant to Condition 22.9 (*Rectification of Termination Threshold Capture Rate Breach*) which shall include, but shall not be limited to, the following:

- (A) any updates to the key steps the Emitter proposes to take to rectify the breach of the Minimum CO₂ Capture Rate Obligation and achieve a Capture Rate Breach Rectification and the proposed dates by which such key steps will be completed;
- (B) any updates to the key milestones the Emitter proposes to achieve to rectify the breach of the Minimum CO₂ Capture Rate Obligation and achieve a Capture Rate Breach Rectification and the proposed deadlines by which such key milestones will be achieved; and
- (C) any updates to the date by which the Emitter considers that it will be able to achieve a Capture Rate Breach Rectification;

"Use of Systems Charging Statement" has the meaning given to that term in the CCS Network Code;

"User Exit Notice" has the meaning given to that term in the CCS Network Code;

"Valid OP Billing Period" means an OP Billing Period in which the Metered CO₂ Output is equal to or greater than eighty-five per cent. (85%) of the Monthly Metered CO₂ Output Estimate;

"Valid Inlet Pre-Capture Settlement Unit" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Valid Settlement Unit" means each Settlement Unit which is not an Invalid Settlement Unit;

"Variable Component of Strike Price" has the meaning given to that term in the Waste ICC Agreement;

"Venting Adjusted CO₂ Output to T&S" has the meaning given to that term in Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);

"Venting Adjusted CO₂ Output to T&S Calculation Amount" has the meaning given to that term in Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);

"Venting Adjusted CO₂ Rich Stream Output to T&S" has the meaning given to that term in Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*); and

"Venting Adjusted CO₂ Rich Stream Output to T&S Calculation Amount" has the meaning given to that term in Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);

"Virus" means: (i) a program code, programming instruction or set of instructions intentionally constructed with the ability to damage, destroy, disable, interfere with or otherwise adversely affect computer programs, data files or operations; or (ii) other code typically designated to be a virus, worm, trojan horse, time lock or time bomb or anything similar;

"Voluntary GGR Confirmation" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary GGR Credit" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary GGR Credit Invoice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary GGR Credit Restriction Auditor's Report" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary GGR Credit Restrictions" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary GGR Credit Revenue Auditor's Report" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary GGR Credit Sale Revenue" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary Scheme" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary Scheme Accreditation Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary Scheme Participation Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary Scheme Review" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary Scheme Review Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Voluntary Scheme Review Proposal" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"VSR Extension Condition Evidence Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"VSR Implementation Date" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"VSR Outcome Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"VSR Response Deadline" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"VSR Response Notice" has the meaning given to that term in paragraph 1 of Annex 12 (*Greenhouse Gas Removal Credits*);

"Waste Framework Directive" means the 'Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste and repealing certain Directives' (in effect as at the Agreement Date);

"Waste ICC Agreement" means the agreement entered into between the Waste ICC Contract Counterparty and the Emitter further to an offer made by the Waste ICC Contract Counterparty pursuant to a direction given under Section 68 of the EA 2023;

"Waste ICC Contract" means the Waste ICC Agreement which incorporates these Conditions;

"Waste ICC Contract Counterparty" has the meaning given to that term in the Waste ICC Agreement;

"Waste ICC Contract Counterparty Biogenic LTSS Breach Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Waste ICC Contract Counterparty Biogenic LTSS Data Breach Response Notice" has the meaning given to that term in paragraph 1 of Annex 13 (*Biogenic LTSS Requirements*);

"Waste ICC Contract Counterparty CO₂ Capture Test Notice" has the meaning given to that term in paragraph 1 of Annex 2 (*Testing Requirements*);

"Waste ICC Contract Counterparty Confidential Information" means:

(A) all Information which is confidential or proprietary in nature and which relates (directly or indirectly) to the Waste ICC Contract Counterparty or a Government Entity (including any such Information relating to the policy of His Majesty's Government of the United Kingdom with respect to matters pertinent to CCUS Programme ICC Contracts or the Waste ICC Contract) which the Emitter (or its Representatives) receives or has received from:

- (i) the Waste ICC Contract Counterparty (or its Representatives); or
- (ii) any third party who receives or has received such Information from the Waste ICC Contract Counterparty (or its Representatives) in respect of the Waste ICC Contract,

in each case including any Information which the Emitter prepares which contains or makes explicit reference to such Information or from which such Information is readily ascertainable;

(B) without prejudice to the generality of paragraph (A) above, all Information relating to any QCiL Compensation or QCiL True-Up Compensation, including all Information relating to or arising from negotiations, discussions and correspondence in connection with any such QCiL Compensation or QCiL True-Up Compensation; and

(C) all Information which relates to or arises from negotiations, discussions and correspondence in connection with the Waste ICC Contract,

but excluding in each case all Excluded Information;

"Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice" has the meaning given to that term in Condition 23.2 (*Notification by Waste ICC Contract Counterparty of CO₂ Measurement Data Obligation breach*);

"Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice" has the meaning given to that term in Condition 23.7 (*Response to notification of an Emitter CO₂ Measurement Data Obligation breach*);

"Waste ICC Contract Counterparty Data" means all data and Information, including Confidential Information and any personal data, relating to the Waste ICC Contract

Counterparty or any of its respective technology, operations, facilities, assets or programmes, or relating to the Waste ICC Contract Counterparty's personnel or customers, in whatever form that data and information may exist;

"Waste ICC Contract Counterparty Permitted Purposes" means:

- (A) complying with the Waste ICC Contract Counterparty's responsibilities and obligations, and exercising the Waste ICC Contract Counterparty's rights, powers and discretions, under or in connection with the Waste ICC Contract, any other Waste ICC Document, the Grant Funding Agreement or any other CCUS Programme ICC Contract;
- (B) complying with the Waste ICC Contract Counterparty's responsibilities and obligations under or by virtue of the EA 2023, any other Law, or any Directive, policy or guidance;
- (C) reporting on the establishment, administration, performance or operation of, or compliance or non-compliance with, the obligations and arrangements contemplated by, or provided for in, the Waste ICC Contract and/or CCUS Programme ICC Contracts; and
- (D) reporting to the Secretary of State on the performance, operation, and Waste ICC Contract Settlement Activities of the Project to enable or assist the Secretary of State to fulfil its functions in connection with the CCUS Programme ICC Contract and/or CCUS Programme. The Secretary of State's functions include:
 - (i) the development of the CCUS Programme ICC Contract;
 - (ii) the development of the CCUS Programme; and
 - (iii) any examination of the performance, efficiency, and effectiveness of the Project;

"Waste ICC Contract Counterparty QCiL Notice" has the meaning given to that term in Condition 29.1 (*Waste ICC Contract Counterparty QCiL Notice*);

"Waste ICC Contract Counterparty QCiL True-Up Notice" has the meaning given to that term in Condition 32.1 (*Waste ICC Contract Counterparty QCiL True-Up Notice*);

"Waste ICC Contract Counterparty Restricted Purposes" means:

- (A) complying with the Waste ICC Contract Counterparty's responsibilities and obligations, and exercising the Waste ICC Contract Counterparty's rights, powers and discretions, under or in connection with the Waste ICC Contract, any other Waste ICC Document or any other CCUS Programme ICC Contract; and
- (B) complying with the Waste ICC Contract Counterparty's responsibilities and obligations under or by virtue of the EA 2023, any other Law, or any Directive, policy or guidance;

"Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice" has the meaning given to that term in Condition 3.49 (*Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice*);

"Waste ICC Contract Settlement Activities" means:

- (A) the calculation, invoicing, recalculation and settlement of payments to be made pursuant to the Waste ICC Contract; and

- (B) the calculation of collateral requirements and the provision of collateral in accordance with Part 9 (*Credit Support*) and/or Part G (*Accumulated GGR Credits: Security and Enforcement*) of Annex 12 (*Greenhouse Gas Removal Credits*);

"Waste ICC Contract Settlement Required Information" means all the Information required by the Waste ICC Contract Counterparty, or the Waste ICC Contract Settlement Services Provider on its behalf, relating to the Waste ICC Contract and required by it to carry out the Waste ICC Contract Settlement Activities;

"Waste ICC Contract Settlement Services Provider" means any person appointed for the time being and from time to time by the Waste ICC Contract Counterparty to carry out any of the Waste ICC Contract Settlement Activities, or who is designated by the Secretary of State to carry out the Waste ICC Contract Settlement Activities, acting in that capacity;

"Waste ICC Documents" means the Waste ICC Contract and each of the agreements entered into between the Parties pursuant to it and **"Waste ICC Document"** shall be construed accordingly;

"Waste ICC Emitters" means, at the relevant time, all parties (other than the Waste ICC Contract Counterparty) to CCUS Programme Waste ICC Contracts, provided that, where there are two (2) or more parties to any CCUS Programme Waste ICC Contract other than the Waste ICC Contract Counterparty, only one (1) of them shall be counted for the purposes of this definition;

"Waste ICC Payment Information" means the following information relating to the Payments:

- (A) the Average Achieved CO₂ Capture Rate;
- (B) the Average Achieved CO₂ Storage Rate;
- (C) the Average Achieved CO₂ Utilisation Rate;
- (D) the Capex Payment Rate;
- (E) the CO₂ Capture Rate Estimate;
- (F) the Maximum Annual CO₂ Capture Quantity;
- (G) the OCP Achieved CO₂ Capture Rate;
- (H) the Strike Price;
- (I) the total number of Voluntary GGR Credits and/or Compliance GGR Credits issued to the Emitter;
- (J) details of the Acceptable Voluntary Scheme(s) and Acceptable Compliance Scheme(s) which issued Voluntary GGR Credits and Compliance GGR Credits to the Emitter; and
- (K) the transaction data relating to any Monthly GGR Credit Revenue, which is anonymised by the Waste ICC Contract Counterparty;

"Waste ICC Register Information" means the information to be included and updated in the Waste ICC Contract Counterparty's register which may include the following:

- (A) name of Installation;
- (B) unique identifier assigned to the Installation by the Waste ICC Contract Counterparty;

- (C) Start Date (including the Emitter's expected Start Date);
- (D) Agreement Date;
- (E) the Installation's capture technology type;
- (F) the Target Commissioning Date;
- (G) the Initial Target Commissioning Window start date;
- (H) the Initial Target Commissioning Window end date;
- (I) the Longstop Date;
- (J) the Waste Installation Technology;
- (K) the T&S Operator;
- (L) the Waste ICC Payment Information;
- (M) the Emitter's name, company registered address and company registration number;
- (N) the unique geographical coordinates of the Installation;
- (O) version name and number of the terms and conditions;
- (P) if applicable, the reference number and date of any modification agreement entered into between the Emitter and the Waste ICC Contract Counterparty; and
- (Q) if applicable, the termination date of the Waste ICC Contract;

"Waste ICC Reversion Review Emitter" has the meaning given to that term in paragraph 1.1 of Annex 6 (*UK ETS Alignment Review*);

"Waste ICC Technical Audit" means (as applicable):

- (A) a Pre-Capture Meter Waste ICC Technical Audit carried out in accordance with the relevant Inlet CO₂ Measurement Specification;
- (B) a Stack Meter Waste ICC Technical Audit carried out in accordance with the relevant Inlet CO₂ Measurement Specification;
- (C) an Outlet CO₂ Meter Waste ICC Technical Audit carried out in accordance with the Outlet CO₂ Metering Specification; and/or
- (D) a Biogenic LTSS Waste ICC Technical Audit carried out in accordance with the Biogenic LTSS Technical Specification;

"Waste Installation" has the meaning given to that term in the Waste ICC Agreement;

"Waste Installation Technology" has the meaning given to that term in the Waste ICC Agreement;

"Working Hours" means 09:00 to 17:00 on a Business Day; and

"YCCM" or "Yearly Capex Cap Multiplier" has the meaning given to that term in the Waste ICC Agreement.

Interpretation

1.2 Any reference in the Waste ICC Contract to:

- (A) (save as provided in (C)) a Law, Directive or other similar enactment or instrument (each, an **"enactment"**) includes references to:
 - (i) that enactment as amended, supplemented or applied by or pursuant to any other enactment before, on or after the Agreement Date;
 - (ii) any enactment which re-enacts, restates or replaces (in each case with or without modification) that enactment; and
 - (iii) any subordinate legislation made (before, on or after the Agreement Date) pursuant to any enactment, including an enactment falling within Condition 1.2(A)(i) or Condition 1.2(A)(ii);
- (B) an Industry Document includes references to such Industry Document as amended, supplemented, restated, novated or replaced from time to time;
- (C) an internationally or nationally recognised standard includes references to such internationally or nationally recognised standard as amended, supplemented, restated, novated or replaced from time to time,

except, in each case, for the purposes of Part 7 (*Changes in Law*) or where otherwise expressly specified; or

- (D) a specific European Union instrument shall not include any amendment, supplement, re-enactment, restatement or replacement of such European Union instrument that:
 - (i) is made by a Competent Authority of the European Union; and
 - (ii) is not required to be implemented by, and does not have effect in the United Kingdom by reason of, any Law or otherwise pursuant to an international agreement to which the United Kingdom is a signatory.

1.3 Unless otherwise expressly specified:

- (A) any reference in the Waste ICC Contract, any other Waste ICC Document or the Grant Funding Agreement (or in any certificate or other document made or delivered pursuant to the Waste ICC Contract, any other Waste ICC Document or the Grant Funding Agreement) to:
 - (i) these Conditions shall be deemed to include the Annexes;
 - (ii) the Waste ICC Agreement shall be deemed to include any schedules or annexes to the Waste ICC Agreement;
 - (iii) a **"company"** shall be construed as including any corporation or other body corporate, wherever and however incorporated or established;
 - (iv) the expressions **"holding company"** and **"subsidiary"** shall have the meanings respectively ascribed to them by section 1159 of the Companies Act 2006, the expressions **"parent undertaking"** and **"subsidiary undertaking"** shall have the meanings respectively ascribed to them by section 1162 of the Companies Act 2006 and the expression **"associated undertaking"** shall have the meaning ascribed to it in Schedule 6 to The Large and Medium-sized

Companies and Groups (Accounts and Reports) Regulations 2013 (but for this purpose ignoring paragraph 19(1)(b) of those regulations);

- (v) a **"person"** shall be construed as including any individual, firm, company, unincorporated organisation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any other entity;
 - (vi) a person shall be construed as including its successors, permitted assignees and permitted transferees and, where a person ceases to exist, any other person to which some or all of its duties, functions, liabilities, obligations, powers or responsibilities may from time to time be transferred;
 - (vii) an **"agreement"** shall be construed as including any commitment or arrangement, whether legally binding or not, and references to being party to an agreement or having agreed to do anything shall be construed accordingly;
 - (viii) any agreement or document shall be construed as a reference to that agreement or document as amended, supplemented, restated, novated or replaced from time to time;
 - (ix) any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as including what most nearly approximates in that jurisdiction to the English legal term;
 - (x) time shall be a reference to time in London, England;
 - (xi) words in the singular shall be interpreted as including the plural and vice versa;
 - (xii) the term **"EU law"** in the definition of Qualifying Shutdown Event shall include any assimilated law other than as that body of law is added to or otherwise modified under the EU(W)A 2018 or other domestic law; and
 - (xiii) the expression **"assimilated law"** shall have the meaning given to that expression in section 6 of the EU(W)A 2018 (as amended by the Retained EU Law (Revocation and Reform) Act 2023);
- (B) in construing the Waste ICC Contract, any other Waste ICC Document or the Grant Funding Agreement (or any certificate or other document made or delivered pursuant to the Waste ICC Contract, any other Waste ICC Document or the Grant Funding Agreement):
- (i) the rule of interpretation known as the *ejusdem generis* rule shall not apply and, accordingly, general words introduced by the word **"other"** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
 - (ii) general words such as **"including"** and **"without limitation"** shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (C) any reference in these Conditions to a **"paragraph"**, **"Condition"**, **"Section"**, **"Part"** or **"Annex"** is a reference to a paragraph, Condition, Section or Part of, or Annex to, these Conditions; and

- (D) any reference in the Waste ICC Agreement to a "**paragraph**", "**Clause**", "**Section**", "**Part**" or "**Annex**" is a reference to a paragraph, Clause, Section or Part of, or Annex to, the Waste ICC Agreement.
- 1.4 These Conditions form part of the Waste ICC Contract and shall have the same force and effect as if expressly set out in the body of the Waste ICC Contract.
- 1.5 Headings and sub-headings used in the Waste ICC Contract are for ease of reference only and shall not affect the interpretation of the Waste ICC Contract.
- 1.6 If there is a conflict between:
- (A) the main body of these Conditions and any Annex, the main body of these Conditions shall prevail; or
- (B) these Conditions and the Waste ICC Agreement, the Waste ICC Agreement shall prevail.
- 1.7 Condition 1.3(A)(vi) shall apply (without limitation) to any references in the Waste ICC Contract to the Economic Regulator, the Environment Agencies and the Secretary of State.

Symbols and currency

- 1.8 Any reference in these Conditions to "**£**" or "**pounds**" or "**Sterling**" is to the lawful currency of the United Kingdom.
- 1.9 Any reference in these Conditions to "**tCO₂**" is to tonnes of carbon dioxide, "**tCO₂RS**" is to tonnes of carbon dioxide rich stream and to "**tCO₂e**" is to tonnes of carbon dioxide equivalent.
- 1.10 Any value referenced in the Waste ICC Contract as being expressed as a percentage (%) is to be expressed as a decimal fraction for the purposes of any calculations.

No interest in the Installation

- 1.11 Nothing in the Waste ICC Contract is intended to create, or shall create, a legal or beneficial interest in the Installation or the Project in favour of any person other than the Emitter.

Part 2 Term

2. TERM

Term and duration

2.1

(A)

- (i) Subject to Condition 3 (*Conditions Precedent*), the provisions of and rights and obligations of the Parties under the Waste ICC Contract shall become effective and binding on the Agreement Date; and
- (ii) (except in circumstances in which the Waste ICC Contract is terminated pursuant to Condition 38.1 (*Pre-Start Date Termination*), Condition 38.5 (*Termination for Prolonged Force Majeure*), Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*), Condition 38.27 (*Default Termination*), Condition 38.29 (*Qualifying Change in Law Termination*) or Condition 38.31 (*QCIL Compensation termination*)), the Waste ICC Contract shall continue in full force and effect until the Specified Expiry Date,

(such period being the "**Initial Term**").

- (B) The provisions set out in Condition 7 (*Capex Payment*) shall continue until the expiry of the Capex Payment Period.
- (C) The provisions set out in Condition 8 (*Opex Payment*) shall continue until the expiry of the Opex Payment Period.

Extension

- 2.2 At any time during the relevant Extension Delivery Window, the Emitter may (but shall not be obliged to) deliver to the Waste ICC Contract Counterparty a Directors' Certificate (the "**Extension Request Certificate**") requesting that the Term be extended for an additional one (1) Contract Payment Term Year (subject to Condition 2.7) and certifying that:

- (A) the Installation remains connected to the relevant T&S Network in accordance with the relevant T&S Operator's Entry Provisions as set out in the T&S Connection Agreement (the "**T&S Extension Condition**"); and
- (B) only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, the Waste Installation continues to satisfy the R1 Energy Efficiency Threshold (as confirmed by the relevant Competent Authority) (the "**R1 Energy Efficiency Threshold Extension Condition**"),

in each case, together with relevant Supporting Information in form and content reasonably satisfactory to the Waste ICC Contract Counterparty.

- 2.3 Within ten (10) Business Days following the date on which the Compliance GGR Credit Revenue Auditor's Report and/or the Voluntary GGR Credit Revenue Auditor's Report in respect of the relevant Contract Payment Term Year is/are provided to the Waste ICC Contract Counterparty, the Emitter may (but shall not be obliged to) deliver to the Waste ICC Contract Counterparty:

- (A) a Directors' Certificate certifying that:
- (i) the amount (*expressed in tCO₂ or tCO₂e*) of Compliance GGR Credits and Voluntary GGR Credits applied for by the Emitter during the GGR Credits Extension Condition Assessment Period is equal to or greater than the relevant GGR Credits Extension Condition Threshold; and
 - (ii) the Directors are not aware, after making all due and careful enquiries:
 - (a) of any Compliance GGR Credits or Voluntary GGR Credits applied for by the Emitter during the GGR Credits Extension Condition Assessment Period that have been rejected by the relevant issuing market(s); or
 - (b) of any reason why any of the Compliance GGR Credits or Voluntary GGR Credits applied for by the Emitter during the GGR Credits Extension Condition Assessment Period will not be issued by the relevant issuing market(s); and
- (B) Supporting Information in respect of the certification provided by the Emitter pursuant to Condition 2.3(A)(i) in form and content reasonably satisfactory to the Waste ICC Contract Counterparty,

in each case in accordance with the terms of the relevant VSR Extension Condition Evidence Notice(s) and/or CSR Extension Condition Evidence Notice (the "**GGR Credits Extension Condition**").

- 2.4 As soon as reasonably practicable and, in any event, no later than ten (10) Business Days following the date on which the Biogenic LTSS Data Auditing Report & Verification Statement in respect of the relevant Contract Payment Term Year is provided to the Waste ICC Contract Counterparty, the Emitter may (but shall not be obliged to) deliver to the Waste ICC Contract Counterparty:

- (A) a Directors' Certificate certifying that a Biogenic LTSS Data Auditing Report & Verification Statement in respect of the relevant Contract Payment Term Year has been submitted to the Waste ICC Contract Counterparty in a form and content sufficient to enable the Waste ICC Contract Counterparty to determine whether or not the Extension Condition set out at Condition 2.5(A)(i) has been satisfied; and
- (B) Supporting Information in respect of the certification provided by the Emitter pursuant to Condition 2.4(A) in form and content reasonably satisfactory to the Waste ICC Contract Counterparty,

(together, the "**Biogenic LTSS Extension Condition**").

- 2.5 Provided that the Waste ICC Contract Counterparty has received a valid Extension Request Certificate which meets the requirements of Condition 2.2, a Directors' Certificate and Supporting Information which meet the requirements of Condition 2.3 and a Directors' Certificate and Supporting Information which meet the requirements of Condition 2.4, the Waste ICC Contract Counterparty shall, no earlier than the relevant Extension Delivery Date and no later than the date which falls thirty (30) Business Days after the relevant Extension Delivery Date, give a notice to the Emitter (an "**Extension Response Notice**"). An Extension Response Notice shall:

- (A) state whether or not the Waste ICC Contract Counterparty considers that each of the following have been fulfilled:

- (i) the Average Annual Applicable Carbon Reference Price is lower than:
 - (a) the Average Annual Aggregate Opex and T&S Value for the full Contract Payment Term Year immediately preceding the relevant Extension Delivery Date;
 - minus
 - (b) the Average Annual Fallback GGR Credits Price,
 - (ii) the Average Achieved CO₂ Capture Rate for the five (5) immediately preceding full Contract Payment Term Years is equal to or greater than the Extension Required CO₂ Capture Rate;
 - (iii) the Metered CO₂ Output to T&S for the five (5) immediately preceding full Contract Payment Term Years is equal to or greater than ninety per cent. (90%) of the Extension Metered CO₂ Output to T&S Estimate;
 - (iv) the T&S Extension Condition has been satisfied;
 - (v) the Biogenic LTSS Extension Condition has been satisfied;
 - (vi) the GGR Credits Extension Condition has been satisfied; and
 - (vii) if applicable, the R1 Energy Efficiency Threshold Extension Condition has been satisfied,
- (together, the "**Extension Conditions**"); or
- (B) state that it has not been provided with sufficient Supporting Information to determine whether each of the Extension Conditions has been fulfilled and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether each of the Extension Conditions has been fulfilled (the "**Requested Extension Supporting Information**").

2.6 If the Waste ICC Contract Counterparty states in an Extension Response Notice that:

- (A) each of the Extension Conditions has been fulfilled, then the Extension Conditions will be deemed to have been fulfilled for the purposes of the Waste ICC Contract;
- (B) each or any of the Extension Conditions has not been fulfilled, then the Extension Conditions will be deemed not to have been fulfilled for the purposes of the Waste ICC Contract unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or
- (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether each of the Extension Conditions has been fulfilled:
 - (i) the Emitter shall provide the Requested Extension Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days following receipt of an Extension Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty in writing; and
 - (ii) upon receipt of the Requested Extension Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than twenty (20) Business Days after receipt of such Requested

Extension Supporting Information, give a further Extension Response Notice to the Emitter (a **"Further Extension Response Notice"**). A Further Extension Response Notice shall specify whether the Waste ICC Contract Counterparty considers that the Extension Conditions have or have not been fulfilled.

- 2.7 If the Waste ICC Contract Counterparty notifies the Emitter under Condition 2.5(A) or Condition 2.6(C)(ii) (or it is determined in accordance with the Dispute Resolution Procedure) that the Extension Conditions have been fulfilled, the Term shall be extended for an additional one (1) Contract Payment Term Year provided that the Term shall not be extended by more than five (5) Contract Payment Term Years in aggregate.
- 2.8 Nothing in Conditions 2.2 to 2.7 (*Extension*) shall require the Waste ICC Contract Counterparty to specify in any Extension Response Notice or Further Extension Response Notice that the Extension Conditions have been fulfilled, unless and until the Waste ICC Contract Counterparty is satisfied of the same.

Consequences of expiry

- 2.9 Subject to Condition 2.10, if the Emitter fails or is unable to deliver a valid Extension Request Certificate to the Waste ICC Contract Counterparty in accordance with Condition 2.2 and/or the Extension Conditions have been deemed not to have been fulfilled pursuant to Condition 2.5(A) or Condition 2.6(C)(ii): (i) the Waste ICC Contract shall expire automatically on the Expiry Date; and (ii) upon expiry of the Waste ICC Contract:
- (A) without prejudice to the Emitter's obligation to pay to the Waste ICC Contract Counterparty the Contract End GGR Credit Revenue Payment (if any) pursuant to Condition 39.14 (*Contract End GGR Credit Revenue Payment*) and Condition 39.15 (*Contract End GGR Credit Revenue Payment*), no termination payment shall be payable by either Party to the other Party;
 - (B) all rights and obligations of the Parties under the Waste ICC Contract shall end; and
 - (C) neither Party shall be entitled to make any claim against the other Party pursuant to the Waste ICC Contract.
- 2.10 The expiry of the Waste ICC Contract:
- (A) shall not affect, and shall be without prejudice to, accrued rights and liabilities and rights and liabilities arising as a result of:
 - (i) any antecedent breach of any provision of the Waste ICC Contract; and
 - (ii) any breach of any provisions of the Waste ICC Contract which are expressed to survive expiry pursuant to Condition 41 (*Survival*); and
 - (B) shall be subject to Condition 41 (*Survival*).

Part 3
Conditions Precedent, Condition Subsequent and Milestone Requirement

3. CONDITIONS PRECEDENT AND CONDITION SUBSEQUENT

Provisions effective and binding from Agreement Date

- 3.1 The provisions of, and the rights and obligations of the Parties pursuant to, the Agreement Date Provisions shall become effective and binding on the Agreement Date.

Initial Conditions Precedent

- 3.2 The provisions of, and the rights and obligations of the Parties pursuant to, the Initial CP Provisions are conditional upon the Initial Conditions Precedent being:
- (A) fulfilled by the Emitter; or
 - (B) waived by the Waste ICC Contract Counterparty in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*).
- 3.3 The Emitter shall use reasonable endeavours to fulfil or procure the fulfilment of the Initial Conditions Precedent as soon as reasonably practicable, and in any event no later than twenty (20) Business Days after the Agreement Date.
- 3.4 The Waste ICC Contract Counterparty shall notify the Emitter as soon as reasonably practicable after the Waste ICC Contract Counterparty considers that the Initial Conditions Precedent have been fulfilled or after the Waste ICC Contract Counterparty has decided to waive such conditions in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*).

Operational Conditions Precedent

- 3.5 The provisions of and the rights and obligations of the Parties pursuant to the Operational CP Provisions are conditional upon the Initial Conditions Precedent and the Operational Conditions Precedent being:
- (A) fulfilled by the Emitter; or
 - (B) waived by the Waste ICC Contract Counterparty in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*).
- 3.6 The Emitter shall use reasonable endeavours to fulfil or procure the fulfilment of the Operational Conditions Precedent (save for the Subsidy Control Declaration Operational CP) as soon as reasonably practicable, and in any event before the Longstop Date. The Emitter shall use reasonable endeavours to fulfil or procure the fulfilment of the Subsidy Control Declaration Operational CP before the Longstop Date.

Operational Conditions Precedent: General Reporting Obligations

- 3.7 The Emitter shall keep the Waste ICC Contract Counterparty reasonably informed as to progress towards fulfilment of the Operational Conditions Precedent and in particular (but without limitation) shall:
- (A) provide the Waste ICC Contract Counterparty with reports (in form and content reasonably satisfactory to the Waste ICC Contract Counterparty and in accordance with the reasonable requirements of the Waste ICC Contract Counterparty as to the timing

and frequency of such reports) of the progress made in or towards fulfilment of the Operational Conditions Precedent; and

- (B) give the Waste ICC Contract Counterparty a notice each time the Emitter considers an Operational Condition Precedent has been fulfilled (an "**OCP Notice**"). Each OCP Notice shall:
 - (i) identify the Operational Condition Precedent which the Emitter considers to have been fulfilled; and
 - (ii) include such Supporting Information as the Emitter considers to be relevant to evidence the fulfilment of the relevant Operational Condition Precedent.

3.8 Each OCP Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the OCP Notice.

3.9 The Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of an OCP Notice, give a notice to the Emitter (an "**OCP Response Notice**"). An OCP Response Notice shall specify whether the Waste ICC Contract Counterparty considers that:

- (A) the Emitter has or has not fulfilled the Operational Condition Precedent to which the OCP Notice relates; or
- (B) it has not been provided with sufficient Supporting Information to determine whether the Emitter has fulfilled the Operational Condition Precedent to which the OCP Notice relates and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether the Emitter has fulfilled the Operational Condition Precedent (the "**OCP Supporting Information**").

3.10 If the Waste ICC Contract Counterparty states in the OCP Response Notice that:

- (A) the Emitter has fulfilled the Operational Condition Precedent, then the Operational Condition Precedent will be deemed to have been fulfilled for the purposes of the Waste ICC Contract;
- (B) the Emitter has not fulfilled the Operational Condition Precedent, then the Operational Condition Precedent will be deemed not to have been fulfilled for the purposes of the Waste ICC Contract unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or
- (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Emitter has fulfilled the Operational Condition Precedent:
 - (i) the Emitter shall provide the OCP Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the OCP Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the OCP Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of such OCP Supporting Information, give a further OCP Response Notice to the Emitter (a "**Further OCP Response Notice**"). A Further OCP Response Notice shall specify whether the Waste ICC Contract Counterparty considers that the Emitter has or has not fulfilled the Operational Condition Precedent.

3.11 The Emitter shall give the Waste ICC Contract Counterparty a notice promptly upon the Emitter becoming aware:

- (A) of any fact, matter or circumstance which will or is reasonably likely to prevent any of the Operational Conditions Precedent from being fulfilled by the Longstop Date; or
- (B) that any of the Operational Conditions Precedent which had previously been notified to the Waste ICC Contract Counterparty as fulfilled pursuant to Condition 3.7(B) is no longer fulfilled at any time prior to the Start Date,

(any such notice, an "**OCP Non-Compliance Notice**" and the Operational Condition Precedent referenced in such notice, an "**Affected Operational CP**"). Each such OCP Non-Compliance Notice shall:

- (i) identify the Affected Operational CP;
- (ii) specify the reasons why the Affected Operational CP:
 - (a) will, or is reasonably likely, not to be fulfilled; or
 - (b) is no longer fulfilled;
- (iii) include such Supporting Information as the Emitter considers to be relevant to the content of the OCP Non-Compliance Notice; and
- (iv) include details of any remedial action that the Emitter is taking or proposes to take,

provided that no OCP Non-Compliance Notice need be given by the Emitter to the Waste ICC Contract Counterparty if the Affected Operational CP has been waived by the Waste ICC Contract Counterparty in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*).

3.12 Each OCP Non-Compliance Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the OCP Non-Compliance Notice.

3.13 Nothing in this Condition 3 (*Conditions Precedent*) shall require the Waste ICC Contract Counterparty to specify in any OCP Response Notice or Further OCP Response Notice that the Waste ICC Contract Counterparty accepts that an Operational Condition Precedent has been fulfilled, unless and until the Waste ICC Contract Counterparty is satisfied of the same.

Operational Conditions Precedent: Construction Reporting Requirements

3.14 The Emitter shall keep the Waste ICC Contract Counterparty fully informed as to the progress in relation to the Pre-Operation Activities from the Agreement Date until the Start Date and in particular (but without limitation) shall, on or prior to every 1 February, 1 May, 1 September and 1 November that falls within such period (or, if such date is a day other than a Business Day, on the next Business Day after that date):

- (A) provide the Waste ICC Contract Counterparty with reports (in form and content reasonably satisfactory to the Waste ICC Contract Counterparty) detailing the progress in relation to the Pre-Operation Activities. As a minimum, each report shall satisfy the Minimum Reporting Content Requirements; and
- (B) provide the Waste ICC Contract Counterparty with any Supporting Information provided to the Emitter's board of directors (or an equivalent body or committee, as applicable) relating to the matters referred to in Condition 3.14(A).

- 3.15 The Emitter shall notify the Waste ICC Contract Counterparty in writing (a **"Project Delay Notice"**), together with Supporting Information, promptly upon the Emitter becoming aware of any fact, matter or circumstance which will or is reasonably likely to delay the Start Date, with such notice to include:
- (A) details of the relevant fact, matter or circumstance;
 - (B) any remedial action that the Emitter is taking or proposes to take in relation to such fact, matter or circumstance;
 - (C) a revised Project timetable (by reference to the Target Commissioning Date, the Target Commissioning Window and the Longstop Date); and
 - (D) the estimated additional costs to the Project arising as a result of such fact, matter or circumstance.
- 3.16 Each Project Delay Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Project Delay Notice.

Reporting Obligations Audit Right

- 3.17 With effect from the Agreement Date and until the date which falls thirty (30) calendar days after the Start Date, the Emitter shall grant the Waste ICC Contract Counterparty (and any and all persons nominated by the Waste ICC Contract Counterparty which the Waste ICC Contract Counterparty considers to be suitably qualified) access in accordance with Conditions 3.18 to 3.20 to:
- (A) (i) the Installation; and (ii) any plant, machinery, property, processing or storage facility associated with the Installation, in each case owned, occupied or controlled by the Emitter and to which the Emitter can lawfully grant access; and
 - (B) the Emitter's personnel, systems, books, records and any other information,
- in each case as the Waste ICC Contract Counterparty considers reasonably necessary for the Waste ICC Contract Counterparty to assess the Emitter's compliance with Conditions 3.7 to 3.16 (the **"Reporting Obligations Audit Right"**).
- 3.18 If the Waste ICC Contract Counterparty intends to exercise its Reporting Obligations Audit Right, it shall give written notice to the Emitter (a **"Reporting Obligations Audit Notice"**). A Reporting Obligations Audit Notice shall:
- (A) specify that the Waste ICC Contract Counterparty (or any suitably qualified persons nominated by it under Condition 3.17) intends to exercise the Reporting Obligations Audit Right; and
 - (B) specify a date and time during regular office hours by which the Emitter must, in accordance with Condition 3.19, permit the exercise of the Reporting Obligations Audit Right.
- 3.19 On receipt of the Reporting Obligations Audit Notice, the Emitter shall permit the Waste ICC Contract Counterparty to exercise the Reporting Obligations Audit Right at such time as the Waste ICC Contract Counterparty may nominate provided that it is no earlier than two (2) Business Days after the Emitter's receipt of the Reporting Obligations Audit Notice.
- 3.20 The Emitter shall cooperate and provide, and shall procure that any Representative cooperates and provides, all required access, assistance and information to enable the Waste ICC Contract Counterparty to exercise its Reporting Obligations Audit Right.

- 3.21 The Emitter shall reimburse the Waste ICC Contract Counterparty for all out-of-pocket costs, expenses and fees incurred by the Waste ICC Contract Counterparty arising out of or in connection with exercising the Reporting Obligations Audit Right.

Notification of Start Date

- 3.22 The Emitter shall, after giving the OCP Notice relating to the fulfilment of the final Operational Condition Precedent, and in any event no later than ten (10) Business Days after the OCP Response Notice or the Further OCP Response Notice confirming that the Waste ICC Contract Counterparty considers such Operational Condition Precedent to have been fulfilled is received, give a notice to the Waste ICC Contract Counterparty (a **"Start Date Notice"**).
- 3.23 A Start Date Notice shall specify the date that the Emitter proposes to be the Start Date for the purposes of the Waste ICC Contract, such date being:
- (A) no earlier than the date on which the OCP Notice relating to the fulfilment of the final Operational Condition Precedent was given;
 - (B) no earlier than the first (1st) day of the Target Commissioning Window;
 - (C) no later than the Longstop Date; and
 - (D) no earlier than the date of the Start Date Notice,
- (the date so notified being, subject to Condition 3.26, the **"Start Date"**).
- 3.24 Each Start Date Notice shall be accompanied by a Directors' Certificate in relation to the Information specified in Condition 3.26(C).
- 3.25 On the Start Date (unless the date of the Start Date Notice is the same as the Start Date), the Emitter shall deliver to the Waste ICC Contract Counterparty a Directors' Certificate in relation to the Information specified in Condition 3.26(C).
- 3.26 A Start Date Notice shall be effective in determining the Start Date only if:
- (A) the Emitter complies with its obligations pursuant to Conditions 3.24 and 3.25;
 - (B) the Waste ICC Contract Counterparty specifies in an OCP Response Notice or a Further OCP Response Notice (as relevant) that it has determined that all of the Operational Conditions Precedent have been satisfied or waived in accordance with Condition 3.28 and/or Condition 3.71; and
 - (C) on the date such Start Date Notice is given and on the proposed Start Date specified in the Start Date Notice:
 - (i) the Emitter Repeating Representations are true, accurate and not misleading by reference to the facts and circumstances then existing;
 - (ii) the representations set out in Condition 18.1(G) (*Agreement Date representations*), Condition 18.1(H) (*Agreement Date representations*) and Condition 18.2 (*Start Date representation*) are true, accurate and not misleading by reference to the facts and circumstances then existing;
 - (iii) no Default has occurred which is continuing unremedied and which has not been waived by the Waste ICC Contract Counterparty in accordance with Condition 3.28; and

- (iv) all Conditions Precedent (except those waived by the Waste ICC Contract Counterparty in accordance with Condition 3.28 and/or Condition 3.71) continue to be fulfilled.

3.27 If the Emitter gives a Start Date Notice to the Waste ICC Contract Counterparty and such notice is, pursuant to Condition 3.26, ineffective, this shall not, subject to Part 8 (*Termination*), preclude the Emitter from giving a further Start Date Notice to the Waste ICC Contract Counterparty. Conditions 3.22 to 3.26 (inclusive) shall apply, with the necessary modifications, to any such further Start Date Notice.

Waiver of Conditions Precedent and Default

3.28 Subject to Condition 3.71, the Waste ICC Contract Counterparty may agree by notice to the Emitter to waive:

- (A) the fulfilment of any of the Conditions Precedent; and
- (B) any Default which is continuing unremedied and which would otherwise prevent the Start Date Notice from being effective in determining the Start Date.

3.29 Condition 53 (*No waiver*) and Condition 54 (*Consents*) shall apply to any waiver given by the Waste ICC Contract Counterparty pursuant to Condition 3.28 and Condition 3.71.

Notification of T&S Commissioning Delay Event

3.30 The Emitter may, if it considers that a T&S Commissioning Delay Event has occurred and is continuing, give a notice to the Waste ICC Contract Counterparty (a "**TCDE Notice**"). A TCDE Notice must be given to the Waste ICC Contract Counterparty no later than the Longstop Date (the "**TCDE Deadline**") and shall:

- (A) specify the Emitter's request for:
 - (i) an extension to one (1) or more of the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date, for any delay to the Project if and to the extent that such delay is by reason of such T&S Commissioning Delay Event; and/or
 - (ii) only if the Emitter considers that:
 - (a) all Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been:
 - (1) fulfilled by the Emitter; or
 - (2) waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*); and
 - (b) it has fully completed the Emitter T&S Connection Works, T&S Connection Delay Compensation and/or a TCDE Relief Amount;
- (B) where the Emitter is requesting a TCDE Relief Amount(s) pursuant to Condition 3.30(A)(ii), specify the Emitter's estimate of the total number of Settlement Units during which the T&S Commissioning Delay Event will occur and in respect of which the Emitter is requesting the TCDE Relief Amount(s) to apply; and

- (C) include such Supporting Information as the Emitter considers to be relevant to:
 - (i) evidence the occurrence and continuation of the T&S Commissioning Delay Event; and
 - (ii) if the TCDE Notice relates to Condition 3.30(A)(ii):
 - (a) evidence that all Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*); and
 - (b) evidence that the Emitter has fully completed the Emitter T&S Connection Works.
- 3.31 Each TCDE Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the TCDE Notice.
- 3.32 The Waste ICC Contract Counterparty shall, no later than twenty (20) Business Days after receipt of a TCDE Notice, give a notice to the Emitter (a "**TCDE Response Notice**"). A TCDE Response Notice shall specify whether the Waste ICC Contract Counterparty considers (giving reasons) that:
- (A) a T&S Commissioning Delay Event has or has not occurred; and
 - (B) a T&S Commissioning Delay Event was or was not continuing as at the date of the TCDE Notice; and
 - (C) if the TCDE Notice relates to Condition 3.30(A)(ii):
 - (i) all of the Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*); and
 - (ii) the Emitter has or has not fully completed the Emitter T&S Connection Works; or
 - (D) acting reasonably, it has not been provided with sufficient Supporting Information to determine whether:
 - (i) a T&S Commissioning Delay Event has occurred;
 - (ii) a T&S Commissioning Delay Event was continuing as at the date of the TCDE Notice;
 - (iii) if the TCDE Notice relates to Condition 3.30(A)(ii):
 - (a) all Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*); and

(b) the Emitter has or has not fully completed the Emitter T&S Connection Works; and/or

(iv) any combination of the foregoing,

in which case the Waste ICC Contract Counterparty shall provide details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine (as relevant) whether a T&S Commissioning Delay Event has occurred and was continuing and, if the TCDE Notice relates to Condition 3.30(A)(ii), whether all of the Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) and whether the Emitter has fully completed the Emitter T&S Connection Works (the "**TCDE Supporting Information**").

3.33 If the Waste ICC Contract Counterparty states in the TCDE Response Notice that it:

(A) considers that a T&S Commissioning Delay Event has not occurred and/or was not continuing as at the date of the TCDE Notice:

(i) if the TCDE Notice relates to Condition 3.30(A)(i), the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date shall remain unadjusted for the purposes of the Waste ICC Contract unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; and

(ii) if the TCDE Notice relates to Condition 3.30(A)(ii), the Emitter shall not be entitled to T&S Connection Delay Compensation and/or the TCDE Relief Amount(s) unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure;

(B) considers that a T&S Commissioning Delay Event has occurred and was continuing as at the date of the TCDE Notice:

(i) if the TCDE Notice relates to Condition 3.30(A)(i), then the TCDE Response Notice shall include a confirmation of the Emitter's entitlement to an extension to any of the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date pursuant to Condition 3.36 (*Relief due to T&S Commissioning Delay Event*); or

(ii) if the TCDE Notice relates to Condition 3.30(A)(ii), then if the Waste ICC Contract Counterparty states in the TCDE Response Notice that:

(a) all of the Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) and the Emitter has fully completed the Emitter T&S Connection Works, then the TCDE Response Notice shall include a confirmation that the Emitter shall be entitled to T&S Connection Delay Compensation and/or the TCDE Relief Amount(s) pursuant to Condition 3.36 (*Relief due to T&S Commissioning Delay Event*); or

- (b) not all of the Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) and/or the Emitter has not fully completed the Emitter T&S Connection Works, then the Emitter shall not be entitled to T&S Connection Delay Compensation and/or the TCDE Relief Amount(s) unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure;
 - (C) requires the Emitter to provide the TCDE Supporting Information:
 - (i) the Emitter shall provide the TCDE Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the TCDE Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the TCDE Supporting Information, the Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of such TCDE Supporting Information, give a further TCDE Response Notice to the Emitter (a **"Further TCDE Response Notice"**). A Further TCDE Response Notice shall contain one of the statements set out in Condition 3.33(A) or Condition 3.33(B).
- 3.34 Nothing in Condition 3.30 to Condition 3.33 (*Notification of T&S Commissioning Delay Event*) shall require the Waste ICC Contract Counterparty to specify in any TCDE Response Notice or Further TCDE Response Notice that:
- (A) a T&S Commissioning Delay Event has occurred and/or was continuing as at the date of the TCDE Notice; and/or
 - (B) if the TCDE Notice relates to Condition 3.30(A)(ii), that all of the Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) and/or that the Emitter T&S Connection Works have been fully completed,

unless and until the Waste ICC Contract Counterparty is satisfied of the same.

- 3.35 Any TCDE Notice shall be irrevocable and any TCDE Notice received by the Waste ICC Contract Counterparty after the TCDE Deadline shall be invalid and of no effect.

Relief due to T&S Commissioning Delay Event

- 3.36 Where it is agreed under Condition 3.33(B) or determined pursuant to the Dispute Resolution Procedure that:
- (A) any delay to the Project is by reason of a T&S Commissioning Delay Event;
 - (B) the relevant T&S Commissioning Delay Event was continuing as at the date of the TCDE Notice; and
 - (C) if the TCDE Notice relates to Condition 3.30(A)(ii):

- (i) all of the Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty pursuant to Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*); and
- (ii) the Emitter T&S Connection Works have been fully completed,

then, subject to Condition 3.37, the Emitter shall be entitled to:

- (a) if the TCDE Notice relates to Condition 3.30(A)(i), an extension to one (1) or more of the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date; and/or
- (b) if the TCDE Notice relates to Condition 3.30(A)(ii), T&S Connection Delay Compensation and/or the TCDE Relief Amount(s) pursuant to Conditions 3.41 to 3.70 (*T&S Connection Delay Compensation and TCDE Relief Amount*), provided that if the first (1st) day of the Target Commissioning Window has not yet occurred, the Emitter shall not be entitled to any T&S Connection Delay Compensation and/or TCDE Relief Amount(s) until the first (1st) day of the Target Commissioning Window.

- 3.36A Where the Emitter receives any Information which the Emitter considers changes the estimate provided under Condition 3.30(B), the Emitter shall give a further notice to the Waste ICC Contract Counterparty updating the Emitter's estimate of the total number of Settlement Units during which the T&S Commissioning Delay Event will occur and in respect of which the Emitter is requesting the TCDE Relief Amount(s) to apply, following which Conditions 3.32 to 3.48 shall reapply.
- 3.36B The Emitter shall give a notice to the Waste ICC Contract Counterparty as soon as reasonably practicable after the relevant T&S Commissioning Delay Event ceases, following which Conditions 3.45 to 3.48 shall reapply.

Conditions to T&S Commissioning Delay Event relief

- 3.37 The Emitter's entitlement to: (i) an extension to one (1) or more of the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date pursuant to Condition 3.36(C)(ii)(a); and/or (ii) T&S Connection Delay Compensation and/or the TCDE Relief Amount pursuant to Condition 3.36(C)(ii)(b) shall be subject to and conditional upon the Emitter using reasonable endeavours to:
- (A) mitigate the effects of the T&S Commissioning Delay Event (including the consequential delay to the Project) including by preserving and maintaining the Capture Plant in accordance with the Reasonable and Prudent Standard;
 - (B) carry out its obligations under the Waste ICC Contract and each other Waste ICC Document in any way that is reasonably practicable; and
 - (C) resume the performance of its obligations under the Waste ICC Contract and each other Waste ICC Document as soon as reasonably practicable.

Provision of T&S Commissioning Delay Event information

- 3.38 In addition to the TCDE Notice, the Emitter shall give a notice as soon as reasonably practicable to the Waste ICC Contract Counterparty in writing of:

- (A) the steps being taken by the Emitter to mitigate the effects of the T&S Commissioning Delay Event (including the consequential delay to the Project), including details of the methods used by the Emitter to preserve the Capture Plant and the associated costs;
- (B) the steps being taken by the Emitter to carry out its obligations under the Waste ICC Contract and each other Waste ICC Document;
- (C) the anticipated date of resumption of performance of its obligations under the Waste ICC Contract and each other Waste ICC Document; and
- (D) such other details relating to the T&S Commissioning Delay Event and its effects (including the consequential delay to the Project) as may be reasonably requested by the Waste ICC Contract Counterparty,

and to the extent that such Information is not available to the Emitter at the time a notice is given, the Emitter shall provide such information to the Waste ICC Contract Counterparty as soon as it becomes available to it.

- 3.39 The Emitter shall give notice to the Waste ICC Contract Counterparty every twenty (20) Business Days:
- (A) of any update to the Information provided pursuant to Condition 3.38 and shall give notice as soon as reasonably practicable to the Waste ICC Contract Counterparty upon the Emitter becoming aware of any material developments or additional material Information relating to the T&S Commissioning Delay Event and its effects; and
 - (B) such notice shall be accompanied by an explanation and Information to demonstrate that such event continues to meet all of the requirements of the definition of T&S Commissioning Delay Event.
- 3.40 Nothing in Conditions 3.30 to 3.39 shall affect the Waste ICC Contract Counterparty's right to terminate the Waste ICC Contract pursuant to Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*).

T&S Connection Delay Compensation and TCDE Relief Amount

- 3.41 If the Emitter is entitled to T&S Connection Delay Compensation pursuant to Condition 3.36 (*Relief due to T&S Commissioning Delay Event*), the Emitter shall, as soon as reasonably practicable after the Waste ICC Contract Counterparty issues the relevant TCDE Response Notice or Further TCDE Response Notice, give notice to the Waste ICC Contract Counterparty (the **"T&S Connection Delay Compensation Notice"**). The T&S Connection Delay Compensation Notice shall:
- (A) specify the Emitter's good faith estimate of the T&S Connection Delay Compensation; and
 - (B) include such Supporting Information as the Emitter considers necessary to enable the Waste ICC Contract Counterparty to calculate the T&S Connection Delay Compensation.
- 3.42 A T&S Connection Delay Compensation Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the T&S Connection Delay Compensation Notice.
- 3.43 The Waste ICC Contract Counterparty may, by notice to the Emitter, require the Emitter to provide such Supporting Information in relation to the T&S Connection Delay Compensation

Notice (an **"Emitter T&S Connection Delay Compensation Notice Information Request"**) as the Waste ICC Contract Counterparty reasonably requests.

- 3.44 If the Waste ICC Contract Counterparty issues an Emitter T&S Connection Delay Compensation Notice Information Request, the Emitter shall, as soon as reasonably practicable and in any event no later than ten (10) Business Days, after receipt of such request, prepare and deliver such further Supporting Information to the Waste ICC Contract Counterparty.
- 3.45 The Waste ICC Contract Counterparty shall, as soon as reasonably practicable after receipt of a T&S Connection Delay Compensation Notice and/or a notice issued by the Emitter pursuant to Condition 3.36A and/or Condition 3.36B:
- (A) calculate the T&S Connection Delay Compensation; and
 - (B) give a notice to the Emitter (a **"T&S Connection Delay Compensation Payment Notice"**). A T&S Connection Delay Compensation Payment Notice shall specify:
 - (i) the amount of the T&S Connection Delay Compensation;
 - (ii) the principal inputs used by the Waste ICC Contract Counterparty to calculate the T&S Connection Delay Compensation;
 - (iii) whether the T&S Connection Delay Compensation shall be effected (after consultation with the Emitter) as a lump sum payment or by means of staged payments;
 - (iv) the TCDE Relief Amount(s); and
 - (v) any T&S Connection Delay Relief Compensatory Interest Amount.
- 3.46 If the T&S Connection Delay Compensation is to be effected:
- (A) as a lump sum payment, the Waste ICC Contract Counterparty shall no later than thirty (30) Business Days after the date of the T&S Connection Delay Compensation Payment Notice, pay to the Emitter (or such other person as the Emitter may direct) the T&S Connection Delay Compensation; or
 - (B) as staged payments, the Waste ICC Contract Counterparty shall commence payment no later than ten (10) Business Days after the date of the T&S Connection Delay Compensation Payment Notice and the final payment shall be made by the earlier of
 - (i) the T&S Network Availability Date;
 - (ii) the date on which the Emitter fully implements an Approved Alternative T&S Network Solution Plan such that the T&S Prolonged Unavailability Event has been remedied; and
 - (iii) the T&S Prolonged Unavailability Termination Date,
- in any case, together with any T&S Connection Delay Relief Compensatory Interest Amount.
- 3.47 If a TCDE Relief Amount(s) is to be paid:
- (A) the Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after the end of each relevant Pre-Start Date Billing Period to which the TCDE Relief

Amount(s) relates, calculate the TCDE Relief Amount(s) for the relevant Pre-Start Date Billing Period (m) (the "**Monthly TCDE Relief Amount**");

- (B) the Monthly TCDE Relief Amount shall be calculated as follows:

$$TCDE\_RA_m = \sum_{i=1}^n TCDE\_RA_{i,m}$$

where:

$TCDE\_RA_m$ = the Monthly TCDE Relief Amount (£) for the relevant Pre-Start Date Billing Period (m);

$TCDE\_RA_{i,m}$ = the TCDE Relief Amount (£) for each Settlement Unit (i) in the relevant Pre-Start Date Billing Period (m); and

n = the total number of Settlement Units (i) in the relevant Pre-Start Date Billing Period (m) during which a T&S Commissioning Delay Event has occurred and/or was continuing in respect of which the Emitter has requested the TCDE Relief Amount(s) to apply pursuant to Condition 3.30(B);

- (C) the Waste ICC Contract Counterparty shall, no later than twenty (20) Business Days after the end of the relevant Pre-Start Date Billing Period to which the Monthly TCDE Relief Amount relates, pay to the Emitter (or such other person as the Emitter may direct) the Monthly TCDE Relief Amount; and
- (D) the Emitter's entitlement to the TCDE Relief Amount(s) shall end on the earlier of:
- (i) the Start Date;
 - (ii) the TCDE Relief Amount End Date; and
 - (iii) the T&S Prolonged Unavailability Termination Date.

T&S Connection Delay Relief Compensatory Interest

- 3.48 The "**T&S Connection Delay Relief Compensatory Interest Amount**" shall comprise interest due and payable in relation to each T&S Connection Delay Compensation amount reflected in the relevant T&S Connection Delay Compensation Notice, calculated on the basis that interest on each T&S Connection Delay Compensation amount shall accrue on such amount at the T&S Connection Delay Relief Compensatory Interest Rate for the period from (and including) the relevant Settlement Unit in which the Emitter (acting in accordance with the Reasonable and Prudent Standard) first incurs the out-of-pocket costs in respect of which the Emitter receives T&S Connection Delay Compensation, to (and including) the final Settlement Unit in which T&S Connection Delay Compensation is paid to the Emitter by the Waste ICC Contract Counterparty in accordance with Condition 3.49(A) or Condition 3.49(B) (as applicable). For this purpose: (i) interest shall accrue on such amounts from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty-five (365) days; and (ii) the "**T&S Connection Delay Relief Compensatory Interest Rate**" shall be the prevailing Base Rate on each day during the relevant calculation period.

Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice

- 3.49 If any T&S Connection Delay Compensation has been agreed or determined, or paid, commenced or effected in respect of a T&S Commissioning Delay Event, the Waste ICC

Contract Counterparty may give the Emitter a notice (a **"Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice"**), requiring the Emitter to confirm:

- (A) the impact of the T&S Commissioning Delay Event (including all irrecoverable and unavoidable out-of-pocket costs which have been incurred in respect of the Project by the Emitter, and which arose directly from an extension to the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date);
- (B) that no amount has been recovered (or is entitled to be recovered) by the Emitter pursuant to Condition 52.5 and Condition 52.7 (*No double recovery*) or, if any amount has been so recovered, confirmation of such amount; and
- (C) such other matters which were pertinent to the calculation of the T&S Connection Delay Compensation (including the steps that the Emitter has taken to mitigate the effects of the T&S Commissioning Delay Event (including the consequential delay to the Project), including by preserving the Capture Plant in accordance with the Reasonable and Prudent Standard),

(the information referred to or specified in paragraphs (A) to (C) above being **"T&S Connection Delay True-Up Information"**).

Emitter T&S Connection Delay True-Up Response Notice

3.50 If the Waste ICC Contract Counterparty gives a Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice to the Emitter, the Emitter shall, as soon as reasonably practicable and in any event no later than forty (40) Business Days after receipt of such Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice, give a notice to the Waste ICC Contract Counterparty (an **"Emitter T&S Connection Delay True-Up Response Notice"**). An Emitter T&S Connection Delay True-Up Response Notice shall:

- (A) contain the T&S Connection Delay True-Up Information; and
- (B) include such Supporting Information, in reasonable detail, as the Emitter considers to be relevant to and supportive of the T&S Connection Delay True-Up Information,

(the information referred to or specified in paragraphs (A) and (B) above being the **"T&S Connection Delay True-Up Response Information"**).

3.51 An Emitter T&S Connection Delay True-Up Response Notice shall be accompanied by a Directors' Certificate in relation to the T&S Connection Delay True-Up Response Information.

3.52 If the Emitter becomes aware before T&S Connection Delay True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to Conditions 3.49 to 3.61 that the T&S Connection Delay True-Up Response Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 3.51), the Emitter shall as soon as reasonably practicable:

- (A) notify the Waste ICC Contract Counterparty that this is the case; and
- (B) provide the Waste ICC Contract Counterparty with the updated, corrected information (the **"Revised Emitter T&S Connection Delay True-Up Response Information"**), together with a Directors' Certificate in relation to the Revised Emitter T&S Connection Delay True-Up Response Information.

3.53 The Waste ICC Contract Counterparty may, by notice to the Emitter no later than twenty (20) Business Days after receipt of an Emitter T&S Connection Delay True-Up Response Notice or

any Revised Emitter T&S Connection Delay True-Up Response Information, require the Emitter to provide such Supporting Information in relation to that Emitter T&S Connection Delay True-Up Response Notice or, as the case may be, the Revised Emitter T&S Connection Delay True-Up Response Information (an **"Emitter T&S Connection Delay True-Up Response Notice Information Request"**) as the Waste ICC Contract Counterparty reasonably requests.

- 3.54 If the Waste ICC Contract Counterparty gives an Emitter T&S Connection Delay True-Up Response Notice Information Request to the Emitter, the Emitter shall, no later than twenty (20) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the Waste ICC Contract Counterparty.

Emitter T&S Connection Delay True-Up Notice

- 3.55 If any T&S Connection Delay Compensation has been agreed or determined, or paid, commenced or effected, in respect of any T&S Commissioning Delay Event, the Emitter may, give the Waste ICC Contract Counterparty a notice (an **"Emitter T&S Connection Delay True-Up Notice"**). An Emitter T&S Connection Delay True-Up Notice shall:

- (A) contain the T&S Connection Delay True-Up Information; and
- (B) include such Supporting Information, in reasonable detail, as the Emitter considers to be relevant to and supportive of the T&S Connection Delay True-Up Information,

(the information referred to or specified in paragraphs (A) and (B) above being **"T&S Connection Delay True-Up Supporting Information"**).

- 3.56 An Emitter T&S Connection Delay True-Up Notice shall be accompanied by a Directors' Certificate in relation to the T&S Connection Delay True-Up Supporting Information.

- 3.57 If the Emitter becomes aware before T&S Connection Delay True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to Conditions 3.49 to 3.61, that the T&S Connection Delay True-Up Supporting Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 3.51), the Emitter shall as soon as reasonably practicable:

- (A) notify the Waste ICC Contract Counterparty that this is the case; and
- (B) provide the Waste ICC Contract Counterparty with the updated, corrected information (the **"Revised Emitter T&S Connection Delay True-Up Information"**), together with a Directors' Certificate in relation to the Revised Emitter T&S Connection Delay True-Up Information.

- 3.58 The Waste ICC Contract Counterparty may, by notice to the Emitter no later than twenty (20) Business Days after receipt of an Emitter T&S Connection Delay True-Up Notice or any Revised Emitter T&S Connection Delay True-Up Information, require the Emitter to provide such Supporting Information in relation to that Emitter T&S Connection Delay True-Up Notice or, as the case may be, the Revised Emitter T&S Connection Delay True-Up Information (an **"Emitter T&S Connection Delay True-Up Notice Information Request"**) as the Waste ICC Contract Counterparty reasonably requests.

- 3.59 If the Waste ICC Contract Counterparty gives an Emitter T&S Connection Delay True-Up Notice Information Request to the Emitter, the Emitter shall, no later than twenty (20) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after

receipt of the request, prepare and deliver such further Supporting Information to the Waste ICC Contract Counterparty.

- 3.60 The Waste ICC Contract Counterparty shall be under no obligation to consider or take any action in response to an Emitter T&S Connection Delay True-Up Notice unless and until the Emitter has provided the Waste ICC Contract Counterparty with all the T&S Connection Delay True-Up Information and a Directors' Certificate in respect of such Emitter T&S Connection Delay True-Up Notice.

Agreement between the Parties in respect of a true-up

- 3.61 The Parties shall meet to discuss and, in good faith, seek to agree:

- (A) the T&S Connection Delay True-Up Information;
- (B) any such other matters which the Parties consider pertinent to the calculation of the T&S Connection Delay True-Up Compensation (if any);
- (C) the T&S Connection Delay True-Up Compensation (if any) that shall be payable by the Waste ICC Contract Counterparty or the Emitter (as the case may be); and
- (D) the manner in which such T&S Connection Delay True-Up Compensation (if any) shall be paid by the Waste ICC Contract Counterparty or the Emitter (as the case may be).

Such meeting shall be convened: (i) as soon as reasonably practicable, and in any event no later than twenty (20) Business Days, after the Waste ICC Contract Counterparty receives an Emitter T&S Connection Delay True-Up Response Notice and the associated Directors' Certificate (or, if the Waste ICC Contract Counterparty gives the Emitter an Emitter T&S Connection Delay True-Up Response Notice Information Request, no later than twenty (20) Business Days after the Waste ICC Contract Counterparty receives the requested Supporting Information); or (ii) if the Emitter gives the Waste ICC Contract Counterparty an Emitter T&S Connection Delay True-Up Notice and the associated Directors' Certificate, at such date as is determined by the Waste ICC Contract Counterparty in its sole and absolute discretion.

Disputes in respect of a true-up

- 3.62 If the Parties are not able to agree any of the matters in Condition 3.61, either Party may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.
- 3.63 Until the Dispute has been resolved by agreement between the Parties or determination in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no T&S Connection Delay True-Up Compensation payable.

T&S Connection Confirmation CP

- 3.64 If the Emitter is entitled to: (i) an extension to one (1) or more of the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date; and/or (ii) T&S Connection Delay Compensation and/or the TCDE Relief Amount pursuant to Condition 3.36 (*Relief due to T&S Commissioning Delay Event*), either Party shall give notice to the other Party that the relevant T&S Network is available to enable the Capture Plant to export captured CO₂ Rich Stream to the relevant T&S Network to enable the Emitter to fulfil or procure the fulfilment of the T&S Connection Confirmation CP (a "**T&S Network Availability Notice**"). A T&S Network Availability Notice shall:

- (A) specify the date on which the relevant T&S Network is available to enable the Capture Plant to export captured CO₂ Rich Stream to the relevant T&S Network (a **"T&S Network Availability Date"**); and
 - (B) include such Supporting Information, in reasonable detail, which the relevant party considers to be relevant to and supportive of the foregoing.
- 3.65 The Party receiving the T&S Network Availability Notice (the **"T&S Network Availability Respondent"**) shall, no later than ten (10) Business Days after receipt of the T&S Network Availability Notice, give notice (a **"T&S Network Availability Response Notice"**) to the other Party (the **"T&S Network Availability Proposer"**). A T&S Network Availability Response Notice shall specify whether or not the T&S Network Availability Respondent accepts the T&S Network Availability Notice.
- 3.66 If the T&S Network Availability Respondent states in the T&S Network Availability Response Notice that it:
- (A) considers that the T&S Network is not available to enable the Capture Plant to export captured CO₂ Rich Stream to the T&S Network to enable the Emitter to fulfil or procure the fulfilment of the T&S Connection Confirmation CP, the T&S Network shall be deemed not to be available for the purposes of the Waste ICC Contract unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure;
 - (B) considers that the T&S Network is available to enable the Capture Plant to export captured CO₂ Rich Stream to the T&S Network to enable the Emitter to fulfil or procure the fulfilment of the T&S Connection Confirmation CP, the proposed T&S Network Availability Date in the relevant T&S Network Availability Notice will be deemed to have occurred and Condition 3.69 shall apply; or
 - (C) requires the T&S Network Availability Proposer to provide the necessary Supporting Information to determine whether the T&S Network is available to enable the Capture Plant to export captured CO₂ Rich Stream to the T&S Network to enable the Emitter to fulfil or procure the fulfilment of the T&S Connection Confirmation CP:
 - (i) the T&S Network Availability Proposer shall provide the necessary Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the T&S Network Availability Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the Supporting Information, the T&S Network Availability Respondent shall, no later than ten (10) Business Days after receipt of such Supporting Information, give a further T&S Network Availability Response Notice to the T&S Network Availability Proposer (a **"Further T&S Network Availability Response Notice"**). A Further T&S Network Availability Response Notice shall contain one of the statements set out in Condition 3.66(A) or Condition 3.66(B).
- 3.67 Nothing in Conditions 3.64 to 3.66 (*T&S Connection Confirmation CP*) shall require the Waste ICC Contract Counterparty to specify in any T&S Network Availability Response Notice or Further T&S Network Availability Response Notice that the Waste ICC Contract Counterparty accepts that the T&S Network is available to enable the Capture Plant to export captured CO₂ Rich Stream to the T&S Network, unless and until the Waste ICC Contract Counterparty is satisfied of the same.

- 3.68 Any T&S Network Availability Notice or T&S Network Availability Response Notice given by the Emitter to the Waste ICC Contract Counterparty shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, such notice.
- 3.69 The Emitter shall use reasonable endeavours to fulfil or procure the fulfilment of the T&S Connection Confirmation CP as soon as reasonably practicable.
- 3.70 If the Emitter is entitled to relief pursuant to Condition 3.36 (*Relief due to T&S Commissioning Delay Event*):
- (A) the Emitter's entitlement to: (i) an extension to one (1) or more of the Milestone Delivery Date, the Target Commissioning Window and/or the Longstop Date; and/or (ii) T&S Connection Delay Compensation, in accordance with Condition 3.36, shall end on the earlier of:
 - (i) the T&S Network Availability Date;
 - (ii) the date on which the Emitter fully implements an Approved Alternative T&S Network Solution Plan such that the T&S Prolonged Unavailability Event has been remedied; and
 - (iii) the T&S Prolonged Unavailability Termination Date; and
 - (B) the Emitter's entitlement to the TCDE Relief Amount shall end on the earlier of:
 - (i) the Start Date;
 - (ii) the TCDE Relief Amount End Date; and
 - (iii) the T&S Prolonged Unavailability Termination Date.

Waiver of Subsidy Control Declaration Operational CP

- 3.71 The Waste ICC Contract Counterparty shall agree by notice to the Emitter to waive the fulfilment of the Subsidy Control Declaration Operational CP if the Emitter evidences to the satisfaction of the Waste ICC Contract Counterparty that the granter(s) of such Subsidy, State aid, Union Funding and/or International Funding refuses or is unable to accept the repayment of the Subsidy, State aid, Union Funding and/or International Funding (as adjusted for interest in accordance with Condition 28.13 (*Subsidy Interest*)), in full or in part. If the Emitter seeks a waiver of the Subsidy Control Declaration Operational CP, the Emitter shall:
- (A) provide the Waste ICC Contract Counterparty with such Supporting Information as the Emitter considers to be relevant to evidence that the granter refuses or is unable to accept repayment, in accordance with this Condition 3.71; and
 - (B) provide the Waste ICC Contract Counterparty with such additional Supporting Information as the Waste ICC Contract Counterparty reasonably requires, as soon as reasonably practicable, and in any event no later than ten (10) Business Days following receipt of the Waste ICC Contract Counterparty's request,
- in each case accompanied with a Directors' Certificate in respect of such Supporting Information.
- 3.72 If the Waste ICC Contract Counterparty agrees to waive the Subsidy Control Declaration Operational CP in accordance with Condition 3.71:
- (A) the Waste ICC Contract Counterparty shall also notify the Emitter of:

- (i) the amount of Subsidy, State aid, Union Funding and/or International Funding (excluding the subsidy arising under the Waste ICC Contract, the Grant Funding Agreement and/or any other Approved Scheme of Funding) (as adjusted for interest in accordance with Condition 28.13 (*Subsidy Interest*)) which has not been repaid to the granter as at that date ("**Previous Subsidy**"); and
 - (ii) the Subsidy Interest Rate currently applicable;
 - (B) Condition 3.74 shall apply; and
 - (C) where the Subsidy Control Declaration Operational CP is the final Operational Condition Precedent to be fulfilled, for the purposes of Condition 3.22:
 - (i) the request for a waiver in accordance with Condition 3.71, including the Supporting Information and Directors' Certificate, shall be treated as the OCP Notice, and
 - (ii) the waiver shall be treated as the OCP Response Notice.
- 3.73 Nothing in Conditions 3.71 to 3.72 (*Waiver of Subsidy Control Declaration Operational CP*) shall require the Waste ICC Contract Counterparty to waive the Subsidy Control Declaration Operational CP, unless and until the Waste ICC Contract Counterparty is satisfied that the requirements of Condition 3.71 have been met.

Set-off of Previous Subsidy

- 3.74 The Previous Subsidy (as adjusted for interest in accordance with Condition 28.13 (*Subsidy Interest*)) shall be set off against any amounts payable to the Emitter under the Waste ICC Contract so that no payment shall be made to the Emitter until such amount has been set off in its entirety.
- 3.75 Where any provision of the Waste ICC Contract would, but for this Condition 3.75, require:
- (A) the Waste ICC Contract Counterparty to make any payment or otherwise do anything (including without limitation, the making of any adjustment payment under any Initial CP Provision) which would amount to the giving of Subsidy, no such payment or thing shall be required to be made or done unless and until the Subsidy Control Declaration Operational CP has been satisfied or waived; or
 - (B) any payment to be made by the Waste ICC Contract Counterparty on a date falling prior to the satisfaction or waiver of the Subsidy Control Declaration Operational CP, such payment shall not fall due for payment until the date falling ten (10) Business Days following the satisfaction or waiver of the Subsidy Control Declaration Operational CP. No interest shall accrue in respect of any such payment.
- 3.76 Subject to Condition 3.77, not less than three (3) Months before the Emitter's intended Start Date, the Emitter shall give the Waste ICC Contract Counterparty a written confirmation, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of whether any Subsidy, State aid, Union Funding and/or International Funding has been received by the Emitter or by any other person in relation to the costs of the Project, and, where applicable, details of all such Subsidy, State aid, Union Funding and/or International Funding, accompanied by a Directors' Certificate in relation to the confirmation and the information accompanying it.

- 3.77 The Emitter is not required to give a confirmation to the Waste ICC Contract Counterparty under Condition 3.76 if the Subsidy Control Declaration Operational CP has previously been fulfilled (or waived in accordance with Condition 3.71).

CO₂ Capture Rate Condition Subsequent

- 3.78 The Emitter shall use reasonable endeavours to fulfil or procure the fulfilment of the CO₂ Capture Rate Condition Subsequent as soon as reasonably practicable following the Start Date, except that where the Emitter achieves the CO₂ Capture Rate Condition Subsequent during the OCP Performance Test, the Emitter shall be entitled to give a CO₂ Capture Rate CS Notice to the Waste ICC Contract Counterparty pursuant to Condition 3.79 below, at the same time as it gives an OCP Notice in relation to the OCP Achieved CO₂ Capture Rate.
- 3.79 The Emitter shall, as soon as reasonably practicable following the fulfilment of the CO₂ Capture Rate Condition Subsequent, give the Waste ICC Contract Counterparty a notice (a **"CO₂ Capture Rate CS Notice"**). The CO₂ Capture Rate CS Notice shall:
- (A) include such Supporting Information as the Emitter considers to be relevant to evidence the fulfilment of the CO₂ Capture Rate Condition Subsequent; and
 - (B) be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the CO₂ Capture Rate CS Notice.
- 3.80 The Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of a CO₂ Capture Rate CS Notice, give a notice to the Emitter (a **"CO₂ Capture Rate CS Response Notice"**). A CO₂ Capture Rate CS Response Notice shall specify whether the Waste ICC Contract Counterparty considers that:
- (A) the Emitter has or has not fulfilled the CO₂ Capture Rate Condition Subsequent; or
 - (B) it has not been provided with sufficient Supporting Information to determine whether the Emitter has fulfilled the CO₂ Capture Rate Condition Subsequent and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether the Emitter has fulfilled the CO₂ Capture Rate Condition Subsequent (the **"CO₂ Capture Rate CS Supporting Information"**).
- 3.81 If the Waste ICC Contract Counterparty states in the CO₂ Capture Rate CS Response Notice that:
- (A) the Emitter has fulfilled the CO₂ Capture Rate Condition Subsequent, then the CO₂ Capture Rate Condition Subsequent will be deemed to have been fulfilled for the purposes of the Waste ICC Contract and, on and from the date of the CO₂ Capture Rate CS Notice, the Capex Payment Rate for the purposes of the calculation of the Capex Payment shall include the full Total Return Component;
 - (B) the Emitter has not fulfilled the CO₂ Capture Rate Condition Subsequent, then the CO₂ Capture Rate Condition Subsequent will be deemed not to have been fulfilled for the purposes of the Waste ICC Contract and the Capex Payment Rate for the purposes of the calculation of the Capex Payment shall continue to include the CS Reduced Total Return Component as calculated in accordance with Condition 7.2(A) (*Capex Payment Calculations*) unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure, in which case the CO₂ Capture Rate Condition Subsequent shall be deemed to be fulfilled on the date of the CO₂ Capture Rate CS Notice or such later date determined pursuant to the Dispute Resolution Procedure; or

- (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Emitter has fulfilled the CO₂ Capture Rate Condition Subsequent:
- (i) the Capex Payment Rate for the purposes of the calculation of the Capex Payment shall continue to include the CS Reduced Total Return Component as calculated in accordance with Condition 7.2(A) (*Capex Payment Calculations*) unless and until the CO₂ Capture Rate Condition Subsequent is fulfilled in accordance with Condition 3.81(C)(iii) below;
 - (ii) the Emitter shall provide the CO₂ Capture Rate CS Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the CO₂ Capture Rate CS Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (iii) upon receipt of the CO₂ Capture Rate CS Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of such CO₂ Capture Rate CS Supporting Information, give a further CO₂ Capture Rate CS Response Notice to the Emitter (a "**Further CO₂ Capture Rate CS Response Notice**"). A Further CO₂ Capture Rate CS Response Notice shall specify:
 - (a) whether the Waste ICC Contract Counterparty considers that the Emitter has or has not fulfilled the CO₂ Capture Rate Condition Subsequent; and
 - (b) if the Waste ICC Contract Counterparty considers that the Emitter has fulfilled the CO₂ Capture Rate Condition Subsequent, the Capex Payment Rate for the purposes of the calculation of the Capex Payment shall include the full Total Return Component on and from the date of the CO₂ Capture Rate CS Notice.

3.82 Nothing in this Condition 3 (*Conditions Precedent and Condition Subsequent*) shall require the Waste ICC Contract Counterparty to specify in any CO₂ Capture Rate CS Response Notice or Further CO₂ Capture Rate CS Response Notice that the Waste ICC Contract Counterparty accepts that the Emitter has fulfilled the CO₂ Capture Rate Condition Subsequent, unless and until the Waste ICC Contract Counterparty is satisfied of the same.

4. MILESTONE REQUIREMENT

Milestone Requirement Notice

- 4.1 No later than the Milestone Delivery Date, the Emitter shall give a notice to the Waste ICC Contract Counterparty (a "**Milestone Requirement Notice**") that the Emitter considers that it has complied with and fulfilled a Milestone Requirement. A Milestone Requirement Notice shall include either:
- (A) such invoices, payment receipts and other Supporting Information with respect to the Project as the Emitter considers relevant to evidence that it and its direct shareholders have in aggregate spent ten per cent. (10%) or more of the Total Project Pre-Commissioning Costs on the Project; or
 - (B) such Information as is specified, identified or listed as the Project Commitments and such Supporting Information as the Emitter considers relevant to evidence compliance with or fulfilment of the Project Commitments (and for this purpose, where the Project Commitments relate to Material Equipment, taking into consideration the need to demonstrate to the Waste ICC Contract Counterparty's satisfaction that contracts,

agreements and purchase orders relating to such Material Equipment constitute significant financial commitments that are real, genuine and made in good faith),

(each, a "**Milestone Requirement**").

For the purposes of paragraph (A) above:

- (i) money spent by a direct shareholder of the Emitter to acquire an interest in the Emitter may be taken into account but only to the extent that the consideration paid for the acquisition exceeds the amount spent on the Project by the Emitter and its direct shareholders in the period prior to the time at which such acquisition took place; and
- (ii) money spent by the Emitter for the purpose of connecting the Installation to the relevant T&S Network may be taken into account, notwithstanding that assets comprised or to be comprised within such T&S Network do not form part of the Installation.

4.2 A Milestone Requirement Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Milestone Requirement Notice.

4.3 The Waste ICC Contract Counterparty shall, no later than twenty (20) Business Days after receipt of a Milestone Requirement Notice, give a notice to the Emitter (a "**Milestone Assessment Response Notice**"). A Milestone Assessment Response Notice shall specify whether the Waste ICC Contract Counterparty considers that:

- (A) the Emitter has or has not complied with and fulfilled a Milestone Requirement; or
- (B) it has not been provided with sufficient Supporting Information to determine whether the Emitter has complied with and fulfilled a Milestone Requirement and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether the Emitter has complied with and fulfilled a Milestone Requirement (the "**Requested Milestone Supporting Information**").

4.4 If the Waste ICC Contract Counterparty states in a Milestone Assessment Response Notice that:

- (A) the Emitter has complied with and fulfilled a Milestone Requirement, then the Milestone Requirement will be deemed to have been complied with and fulfilled for the purposes of the Waste ICC Contract;
- (B) the Emitter has not complied with and fulfilled a Milestone Requirement, then the Milestone Requirement will be deemed not to have been complied with and fulfilled for the purposes of the Waste ICC Contract unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or
- (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Emitter has complied with and fulfilled a Milestone Requirement:
 - (i) the Emitter shall provide the Requested Milestone Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of a Milestone Assessment Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the Requested Milestone Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event

no later than twenty (20) Business Days after receipt of such Requested Milestone Supporting Information, give a further Milestone Assessment Response Notice to the Emitter (a **"Further Milestone Assessment Response Notice"**). A Further Milestone Assessment Response Notice shall specify whether the Waste ICC Contract Counterparty considers that the Emitter has or has not complied with and fulfilled a Milestone Requirement.

- 4.5 Nothing in this Condition 4 (*Milestone Requirement*) shall require the Waste ICC Contract Counterparty to specify in any Milestone Assessment Response Notice or Further Milestone Assessment Response Notice that the Waste ICC Contract Counterparty accepts that a Milestone Requirement has been complied with and fulfilled, unless and until the Waste ICC Contract Counterparty is satisfied of the same.

Waiver of Milestone Requirement

- 4.6 The Waste ICC Contract Counterparty may agree by notice to the Emitter to waive the fulfilment of any Milestone Requirement.
- 4.7 Condition 53 (*No waiver*) and Condition 54 (*Consents*) shall apply to any waiver given by the Waste ICC Contract Counterparty pursuant to Condition 4.6.

Difficulties in achieving the Milestone Requirement

- 4.8 The Emitter shall give the Waste ICC Contract Counterparty a written notice (a **"Milestone Delay Notice"**) promptly upon the Emitter becoming aware of any fact, matter or circumstance which will or is reasonably likely to prevent the Emitter fulfilling the Milestone Requirement by the Milestone Delivery Date.
- 4.9 A Milestone Delay Notice shall be accompanied by a Directors' Certificate in relation to the information contained in and enclosed with such notice.

Effectiveness of a Milestone Requirement Notice

- 4.10 If the Emitter gives a Milestone Requirement Notice to the Waste ICC Contract Counterparty and such notice is ineffective, this shall not, subject to Part 8 (*Termination*), preclude the Emitter from giving a further Milestone Requirement Notice to the Waste ICC Contract Counterparty.
- 4.11 Without limitation, a Milestone Requirement Notice shall be deemed to be ineffective if:
- (A) it does not include the Information specified in either Condition 4.1(A) or Condition 4.1(B);
 - (B) it is not accompanied by a Directors' Certificate in accordance with Condition 4.2; or
 - (C) the Waste ICC Contract Counterparty states in the Milestone Assessment Response Notice that the Emitter has not complied with and fulfilled a Milestone Requirement.

Part 4 Payment Calculations

5. DEFINITIONS: PART 4

In this Part 4 (*Payment Calculations*):

"Capture Outage Event" means an event where the Capture Plant is unavailable, curtailed or derated (which, for the avoidance of doubt, shall include a Full Capture Outage Event);

"Capture Outage Relief Event Notice" has the meaning given to that term in Condition 6.8 (*Capture Outage Relief Events*);

"Capture Outage Relief Event Response Notice" has the meaning given to that term in Condition 6.12 (*Capture Outage Relief Events*);

"Capture Outage Relief Event Supporting Information" has the meaning given to that term in Condition 6.12(C) (*Capture Outage Relief Events*);

"Capture Outage Relief Event Update Notice" has the meaning given to that term in Condition 6.10 (*Capture Outage Relief Events*);

"Carbon Reference Price" has the meaning given to that term:

- (A) in Condition 6.16 (*Reference Price calculation (on and from the Start Date)*), on and from the Start Date, and until a revised Carbon Reference Price has been determined pursuant to the UK ETS Initial CRP Principles Review in accordance with Condition 6.17 and Annex 6 (*UK ETS Alignment Review*); or
- (B) in Condition 6.19 (*Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*), once a revised Carbon Reference Price has been determined in accordance with Annex 6 (*UK ETS Alignment Review*) and Conditions 6.19 to 6.20 have been amended (to the extent necessary) in accordance with Annex 6 (*UK ETS Alignment Review*);

"Carbon Reference Price Review" means a review of the effective carbon price in the UK carried out by the Waste ICC Contract Counterparty pursuant to Annex 7 (*Carbon Reference Price Review*);

"CRP Fallback Settlement Unit" has the meaning given to that term in Condition 6.19(B) (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*);

"Eligible Opex Differential" means the difference (*expressed as a percentage (%) to one (1) decimal place*) in the volume of each Eligible Opex Item calculated in accordance with Condition 8.9 (*Opex Costs Early Reopener Adjustment Calculation*);

"Further Capture Outage Relief Event Response Notice" has the meaning given to that term in Condition 6.13(F)(ii) (*Capture Outage Relief Events*);

"Further Opex Costs Early Reopener Response Notice" has the meaning given to that term in Condition 8.20(C)(ii) (*Opex Costs Early Reopener Adjustment*);

"Incomplete Billing Period" has the meaning given to that term in Condition 6.23 (*Metered CO₂ Output to T&S unavailability*);

"Incomplete Settlement Unit" has the meaning given to that term in Condition 6.23 (*Metered CO₂ Output to T&S unavailability*);

"Metered CO₂ Output to T&S Cut-Off Time" means, in relation to each Billing Period, 14:00 on the fifth (5th) Business Day following such Billing Period;

"Opex Costs Early Reopener Adjustment" means an adjustment to the Strike Price in respect of each Eligible Opex Item calculated in accordance with Condition 8.11, Condition 8.12 or Condition 8.13 (as applicable) (*Opex Costs Early Reopener Adjustment Calculation*);

"Opex Costs Early Reopener Adjustment Date" means the date of the Opex Costs Early Reopener Notice;

"Opex Costs Early Reopener Cap" has the meaning given to that term in the Waste ICC Agreement;

"Opex Costs Early Reopener Materiality Threshold" has the meaning given to that term in the Waste ICC Agreement;

"Opex Costs Early Reopener Non-Compliance Notice" has the meaning given to that term in Condition 8.22 (*Opex Costs Early Reopener Adjustment*);

"Opex Costs Early Reopener Notice" has the meaning given to that term in Condition 8.17 (*Opex Costs Early Reopener Adjustment*);

"Opex Costs Early Reopener Response Notice" has the meaning given to that term in Condition 8.19 (*Opex Costs Early Reopener Adjustment*);

"Opex Costs Early Reopener Supporting Information" has the meaning given to that term in Condition 8.19(C) (*Opex Costs Early Reopener Adjustment*);

"Relief Event Billing Period" has the meaning given to that term in Condition 6.8(A) (*Capture Outage Relief Events*); and

"Relief Event Settlement Unit" has the meaning given to that term in Condition 6.8(A) (*Capture Outage Relief Events*).

6. PAYMENT CALCULATIONS

Determination of Deemed CO₂ Storage Rate

- 6.1 Subject to Condition 6.2, where the Deemed CO₂ Storage Rate is applicable to a Settlement Unit pursuant to the definition of **"Deemed CO₂ Output to T&S"**, then for the purpose of calculating the Capex Payment in accordance with Condition 7.2 (*Capex Payment Calculation*) and/or the Opex Payment in accordance with Condition 8.2 (*Opex Payment Calculation*) (as applicable), the Deemed CO₂ Storage Rate shall be equal to:

- (A) where the relevant Settlement Unit falls during the first (1st) Billing Period of the Term:

$$DSR_i = OCPACR \times DTSFRP$$

DSR_i = the Deemed CO₂ Storage Rate (*expressed as a percentage (%)*) during the relevant Settlement Unit (*i*);

$OCPACR$ = the OCP Achieved CO₂ Capture Rate (*expressed as a percentage (%)*); and

$DTSFRP$ = the Declared CO₂ T&S Flow Rate Percentage (*expressed as a percentage (%)*);

- (B) where the relevant Settlement Unit falls on or after the first (1st) day of the second (2nd) Billing Period and there are less than twelve (12) Billing Periods where the Achieved CO₂ Storage Rate is applicable for at least one (1) Settlement Unit within each Billing Period, the Average Achieved CO₂ Storage Rate in respect of the period referred to in limb (C) of the definition of "**Calculation Period**"; or
- (C) where there are equal to or more than twelve (12) Billing Periods where the Achieved CO₂ Storage Rate is applicable for at least one (1) Settlement Unit within each Billing Period, the Average Achieved CO₂ Storage Rate in respect of the period referred to in limb (D) of the definition of "**Calculation Period**".

- 6.2 If a T&S Outage Event exceeds twelve (12) Billing Periods, the Waste ICC Contract Counterparty may request a CO₂ Capture Test on one (1) occasion in each period of twelve (12) consecutive Billing Periods until the end of the T&S Outage Event to verify the Achieved CO₂ Capture Rate in order to confirm the Deemed CO₂ Storage Rate, in which case the Deemed CO₂ Storage Rate shall be equal to:

$$DSR_i = ACR \times DTSFRP$$

- DSR_i = the Deemed CO₂ Storage Rate (*expressed as a percentage (%)*) during the relevant Settlement Unit (*i*);
- ACR = the Achieved CO₂ Capture Rate during the relevant CO₂ Capture Test (*expressed as a percentage (%)*); and
- $DTSFRP$ = the Declared CO₂ T&S Flow Rate Percentage (*expressed as a percentage (%)*).

Determination of Deemed CO₂ Utilisation Rate

- 6.3 Subject to Condition 6.4, if the Waste ICC Contract Counterparty is required to calculate the CCU Differential in accordance with Condition 6.5 (*Deemed CO₂ Output to T&S Adjustment*), then for the purpose of calculating the Capex Payment in accordance with Condition 7.2 (*Capex Payment Calculation*) and/or the Opex Payment in accordance with Condition 8.2 (*Opex Payment Calculation*) (as applicable), the Deemed CO₂ Utilisation Rate shall be equal to:

- (A) where the relevant Settlement Unit falls during the first (1st) Billing Period of the Term:

$$DUR_i = OCPACR \times DUFRP$$

- DUR_i = the Deemed CO₂ Utilisation Rate (*expressed as a percentage (%)*) during the relevant Settlement Unit (*i*);
- $OCPACR$ = the OCP Achieved CO₂ Capture Rate (*expressed as a percentage (%)*); and
- $DUFRP$ = the Declared CO₂ Utilisation Flow Rate Percentage (*expressed as a percentage (%)*);

- (B) where the relevant Settlement Unit falls on or after the first (1st) day of the second (2nd) Billing Period and there are less than twelve (12) Billing Periods where the Achieved CO₂ Utilisation Rate is applicable for at least one (1) Settlement Unit within each Billing Period, the Average Achieved CO₂ Utilisation Rate in respect of the period referred to in limb (E) of the definition of "**Calculation Period**"; or

- (C) where there are equal to or more than twelve (12) Billing Periods where the Achieved CO₂ Utilisation Rate is applicable for at least one (1) Settlement Unit within each Billing Period, the Average Achieved CO₂ Utilisation Rate in respect of the period referred to in limb (F) of the definition of "**Calculation Period**".

- 6.4 If a T&S Outage Event exceeds twelve (12) Billing Periods, the Waste ICC Contract Counterparty may request a CO₂ Capture Test on one (1) occasion in each period of twelve (12) consecutive Billing Periods until the end of the T&S Outage Event to verify the Achieved CO₂ Capture Rate in order to confirm the Deemed CO₂ Utilisation Rate, in which case the Deemed CO₂ Utilisation Rate shall be equal to:

$$DUR_i = ACR \times DUFPR$$

DUR_i = the Deemed CO₂ Utilisation Rate (*expressed as a percentage (%)*) during the relevant Settlement Unit (*i*);

ACR = the Achieved CO₂ Capture Rate during the relevant CO₂ Capture Test (*expressed as a percentage (%)*); and

$DUFPR$ = the Declared CO₂ Utilisation Flow Rate Percentage (*expressed as a percentage (%)*).

Deemed CO₂ Output to T&S Adjustment

- 6.5 If the Emitter directs CO₂ to CO₂ Utilisation during a Capture Outage Relief Event, the Waste ICC Contract Counterparty shall calculate the CCU Differential in accordance with the following formula:

$$\Delta CCU_i = CO2\_Out\_CCU_i - DCO2\_Out\_CCU_i$$

ΔCCU_i = the CCU Differential (*tCO₂*) in the relevant Settlement Unit (*i*);

$CO2\_Out\_CCU_i$ = the Metered CO₂ Output to CCU (*tCO₂*) in each Settlement Unit (*i*) during the relevant Capture Outage Relief Event; and

$DCO2\_Out\_CCU_i$ = the Deemed CO₂ Output to CCU (*tCO₂*) in each Settlement Unit (*i*) during the relevant Capture Outage Relief Event.

- 6.6 If the CCU Differential is greater than zero (0):

- (A) the Deemed CO₂ Output to T&S in each Settlement Unit during the relevant Capture Outage Relief Event shall be adjusted (the "**Adjusted Deemed CO₂ Output to T&S**"). The Adjusted Deemed CO₂ Output to T&S shall be calculated as follows:

$$ADCO2\_Out\_T\&S_i = DCO2\_Out\_T\&S_i - \Delta CCU_i$$

$ADCO2\_Out\_T\&S_i$ = the Adjusted Deemed CO₂ Output to T&S (*tCO₂*) in each Settlement Unit (*i*) during the relevant Capture Outage Relief Event;

$DCO2\_Out\_T\&S_i$ = the Deemed CO₂ Output to T&S (*tCO₂*) in each Settlement Unit (*i*) during the relevant Capture Outage Relief Event; and

ΔCCU_i = the CCU Differential (tCO_2) in each Settlement Unit (i) during the relevant Capture Outage Relief Event;

- (B) the Waste ICC Contract Counterparty shall recalculate the Monthly Capex Payment and/or Monthly Opex Payment (as applicable) for each relevant Billing Period using such Adjusted Deemed CO₂ Output to T&S;
 - (C) the Waste ICC Contract Counterparty shall calculate any adjustment to the Monthly Capex Payment and/or Monthly Opex Payment (as applicable) for each relevant Billing Period ("**Adjusted Deemed CO₂ Output to T&S Calculation Amount**"); and
 - (D) such Adjusted Deemed CO₂ Output to T&S Calculation Amount shall be included in the Capex Payment Billing Statement and/or Opex Payment Billing Statement (as applicable) which is next issued by the Waste ICC Contract Counterparty.
- 6.7 If the CCU Differential is equal to or less than zero (0), there shall be no adjustment to the Deemed CO₂ Output to T&S in each Settlement Unit during the relevant Capture Outage Relief Event.

Capture Outage Relief Events

- 6.8 The Emitter shall give the Waste ICC Contract Counterparty a notice promptly following the occurrence of a Capture Outage Relief Event (a "**Capture Outage Relief Event Notice**"). A Capture Outage Relief Event Notice shall:
- (A) specify the Settlement Unit(s) in which the Capture Outage Relief Event occurred (a "**Relief Event Settlement Unit**") within the relevant Billing Period(s) (a "**Relief Event Billing Period**");
 - (B) describe the Capture Outage Relief Event including the reason for the Capture Outage Relief Event and the impact, if any, of the Capture Outage Relief Event on the Achieved CO₂ Capture Rate, the Achieved CO₂ Storage Rate, the Achieved CO₂ Utilisation Rate, the Metered CO₂ Output to CCU and/or the Metered CO₂ Output to T&S;
 - (C) include evidence relating to the Capture Outage Relief Event from the relevant T&S Operator;
 - (D) specify whether a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has occurred on or before and is continuing at the same time as the Capture Outage Relief Event and if so:
 - (i) describe such Capture Outage Event; and
 - (ii) specify the proposed Capture Outage Reduction Factor;
 - (E) include such Supporting Information as the Emitter considers to be relevant to:
 - (i) the Capture Outage Relief Event (including the impact, if any, of the Capture Outage Relief Event on the Achieved CO₂ Capture Rate, the Achieved CO₂ Storage Rate, the Achieved CO₂ Utilisation Rate, the Metered CO₂ Output to CCU and/or the Metered CO₂ Output to T&S); and
 - (ii) if applicable, any Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event and which occurred on or before and is continuing at the same time as the Capture Outage Relief Event, and the proposed Capture Outage Reduction Factor; and

- (F) include details of the steps that the Emitter has taken and/or proposes to take to mitigate the effect of the relevant Capture Outage Relief Event.
- 6.9 Each Capture Outage Relief Event Notice shall be accompanied by:
- (A) a Directors' Certificate in relation to the information contained in, and enclosed with, the Capture Outage Relief Event Notice; and
 - (B) if a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has occurred and is continuing at the same time as the Capture Outage Relief Event, a report from the Emitter's technical adviser addressed to the Waste ICC Contract Counterparty in relation to the proposed Capture Outage Reduction Factor.
- 6.10 The Emitter shall give a notice (a **"Capture Outage Relief Event Update Notice"**) to the Waste ICC Contract Counterparty as soon as reasonably practicable upon becoming aware of any update to the Information provided to the Waste ICC Contract Counterparty relating to:
- (A) the Capture Outage Relief Event; and
 - (B) any Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event and which occurred on or before and is continuing at the same time as the Capture Outage Relief Event, and the proposed Capture Outage Reduction Factor.
- 6.11 Each Capture Outage Relief Event Update Notice shall be accompanied by:
- (A) a Directors' Certificate in relation to the information contained in, and enclosed with, the Capture Outage Relief Event Update Notice; and
 - (B) if the Capture Outage Relief Event Update Notice relates to an update to the Capture Outage Reduction Factor, a report from the Emitter's technical adviser addressed to the Waste ICC Contract Counterparty in relation to the proposed Capture Outage Reduction Factor.
- 6.12 The Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of a Capture Outage Relief Event Notice, give a notice to the Emitter (a **"Capture Outage Relief Event Response Notice"**). A Capture Outage Relief Event Response Notice shall specify:
- (A) whether the Waste ICC Contract Counterparty considers that the Capture Outage Relief Event to which the Capture Outage Relief Event Notice relates has or has not occurred;
 - (B) if the Emitter has stated in the Capture Outage Relief Event Notice that a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has occurred on or before and is continuing at the same time as the Capture Outage Relief Event:
 - (i) whether the Waste ICC Contract Counterparty considers that such Capture Outage Event has or has not occurred and is or is not continuing at the same time as the Capture Outage Relief Event; and
 - (ii) if the Waste ICC Contract Counterparty considers that such Capture Outage Event has occurred and is continuing at the same time as the Capture Outage Relief Event, whether the Waste ICC Contract Counterparty agrees or does not agree with the proposed Capture Outage Reduction Factor; or

- (C) whether the Waste ICC Contract Counterparty considers that it has not been provided with sufficient Supporting Information to determine whether: (i) the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has or has not occurred; (ii) a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has or has not occurred on or before and is or is not continuing at the same time as the Capture Outage Relief Event to which the Capture Outage Relief Event Notice relates; and/or (iii) it agrees or does not agree with the proposed Capture Outage Reduction Factor and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires (the **"Capture Outage Relief Event Supporting Information"**).

6.13 If the Waste ICC Contract Counterparty states in the Capture Outage Relief Event Response Notice that:

- (A) the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has not occurred, then a Capture Outage Relief Event will be deemed not to have occurred for the purposes of the Waste ICC Contract unless and until a resolution or determination to the contrary is made pursuant to the Expert Determination Procedure;
- (B) the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has occurred and a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has not occurred on or before and is not continuing at the same time as the Capture Outage Relief Event, then a Capture Outage Relief Event will be deemed to have occurred for the purposes of the Waste ICC Contract and the proposed Capture Outage Reduction Factor shall be equal to one (1);
- (C) the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has occurred, a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has occurred on or before and is continuing at the same time as the Capture Outage Relief Event and the Waste ICC Contract Counterparty agrees with the Emitter's proposed Capture Outage Reduction Factor, then a Capture Outage Relief Event will be deemed to have occurred for the purposes of the Waste ICC Contract and the Capture Outage Reduction Factor set out in the Capture Outage Relief Event Notice will be used to calculate the Deemed CO₂ Output to T&S;
- (D) the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has occurred, a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has occurred on or before and is continuing at the same time as the Capture Outage Relief Event but the Waste ICC Contract Counterparty does not agree with the Emitter's proposed Capture Outage Reduction Factor, then a Capture Outage Relief Event will be deemed to have occurred for the purposes of the Waste ICC Contract and the Capture Outage Reduction Factor set out in the Capture Outage Relief Event Notice will be used to calculate the Deemed CO₂ Output to T&S unless or until a resolution or determination to the contrary is made pursuant to the Expert Determination Procedure;
- (E) the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has occurred but the Waste ICC Contract Counterparty considers that a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has not occurred on or before and is not continuing at the same time as the Capture Outage Relief Event, then a Capture Outage Relief Event will be deemed to have occurred for the purposes of the Waste ICC Contract and the Capture Outage Reduction Factor shall be equal to one (1) unless or until a resolution or determination to the contrary is made pursuant to the Expert Determination Procedure; or

- (F) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has occurred, a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has occurred on or before and is continuing at the same time as the Capture Outage Relief Event and/or it agrees with the proposed Capture Outage Reduction Factor then:
- (i) the Emitter shall provide the Capture Outage Relief Event Supporting Information as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the Capture Outage Relief Event Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the Capture Outage Relief Event Supporting Information, the Waste ICC Contract Counterparty shall, as soon as reasonably practicable and in any event no later than ten (10) Business Days after receipt of such Capture Outage Relief Event Supporting Information, give a further Capture Outage Relief Event Response Notice to the Emitter (a "**Further Capture Outage Relief Event Response Notice**"). A Further Capture Outage Relief Event Response Notice shall specify whether the Waste ICC Contract Counterparty considers that the Capture Outage Relief Event to which the Capture Outage Relief Event Response Notice relates has or has not occurred, the Waste ICC Contract Counterparty considers that a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has or has not occurred on or before and is or is not continuing at the same time as the Capture Outage Relief Event to which the Capture Outage Relief Event Notice relates and the Waste ICC Contract Counterparty agrees or does not agree with the proposed Capture Outage Reduction Factor.
- 6.14 Nothing in Conditions 6.8 to 6.13 (*Capture Outage Relief Events*) shall require the Waste ICC Contract Counterparty to specify in any Capture Outage Relief Event Response Notice or Further Capture Outage Relief Event Response Notice that a Capture Outage Relief Event has occurred, that a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has or has not occurred on or before and is or is not continuing at the same time as the Capture Outage Relief Event and/or that it agrees with the proposed Capture Outage Reduction Factor, unless and until the Waste ICC Contract Counterparty is satisfied of the same.
- 6.15 If a Capture Outage Relief Event is deemed to have occurred in accordance with Condition 6.13(B), Condition 6.13(C), Condition 6.13(D), Condition 6.13(E) or Condition 6.13(F)(ii):
- (A) the Metered CO₂ Output to T&S for each applicable Relief Event Settlement Unit shall be equal to the Deemed CO₂ Output to T&S for the purpose of calculating the Capex Payment in accordance with Condition 7.2 (*Capex Payment Calculation*) and/or the Opex Payment in accordance with Condition 8.2 (*Opex Payment Calculation*) (as applicable);
 - (B) the Waste ICC Contract Counterparty shall recalculate the Opex Payment and/or the Capex Payment (as applicable) for such Relief Event Settlement Unit; and
 - (C) the Waste ICC Contract Counterparty shall calculate any adjustment to the Monthly Opex Payment and the Monthly Capex Payment for such Relief Event Billing Period ("**Relief Event Recalculation Amount**"), and such Relief Event Recalculation Amount shall be included in the Opex Payment Billing Statement and/or the Capex Payment

Billing Statement (as applicable) which is next issued by the Waste ICC Contract Counterparty.

Carbon Reference Price calculation (on and from the Start Date)

- 6.16 On and from the Start Date, and until a revised Carbon Reference Price has been determined pursuant to the UK ETS Initial CRP Principles Review in accordance with Condition 6.17 and Annex 6 (*UK ETS Alignment Review*);
- (A) the "**Carbon Reference Price**" (expressed in £/tCO₂) in respect of each Settlement Unit shall be deemed to be zero (0); and
- (B) Conditions 6.19 and 6.20 will not be applicable.

Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)

- 6.17 At any time during the Term, the Carbon Reference Price, the Average Monthly Carbon Reference Price, Condition 5 (*Definitions: Part 4*) and Conditions 6.19 to 6.20 may be amended, supplemented or replaced in accordance with Annex 6 (*UK ETS Alignment Review*).
- 6.18 For the avoidance of doubt, Conditions 6.19 and 6.20 shall only apply once a revised Carbon Reference Price has been determined in accordance with Annex 6 (*UK ETS Alignment Review*) and such Conditions have been amended (to the extent necessary) in accordance with Annex 6 (*UK ETS Alignment Review*).
- 6.19 Subject to Condition 6.18, the "**Carbon Reference Price**", which shall be used to calculate the Average Monthly Carbon Reference Price, shall be expressed in £/tCO₂ and shall, in respect of each Settlement Unit, be:
- (A) equal to the UKA Index Price (£/tCO₂e) for such Settlement Unit (*i*) as published by the operator of the CRP Source (*t*); or
- (B) if no Carbon Reference Price is capable of being calculated pursuant to Condition 6.19(A) (whether due to the unavailability of the CRP Source, the unavailability of the CRP Source to the Waste ICC Contract Counterparty on commercially reasonable terms or otherwise) in respect of any Settlement Unit (a "**CRP Fallback Settlement Unit**"), the Carbon Reference Price for such CRP Fallback Settlement Unit shall be the Carbon Reference Price, as calculated in accordance with Condition 6.19(A) for the Settlement Unit corresponding to the nearest prior corresponding day to the CRP Fallback Settlement Unit for which a Carbon Reference Price has been calculated in accordance with Condition 6.19(A).
- 6.20 The Waste ICC Contract Counterparty shall as soon as reasonably practicable prior to calculating the Carbon Reference Price pursuant to Condition 6.19(B), notify the Emitter:
- (A) of the CRP Fallback Settlement Unit(s) in respect of which no Carbon Reference Price is capable of being calculated pursuant to Condition 6.19(A); and
- (B) that the Carbon Reference Price for such CRP Fallback Settlement Unit(s) will be calculated pursuant to Condition 6.19(B).
- 6.21 The "**Average Monthly Carbon Reference Price**" shall be expressed in £/tCO₂ and shall, in respect of each Billing Period, be calculated as follows:

$$AMCRP_m = \frac{1}{n} \sum_{i=1}^n CRP_{i,m}$$

$AMCRP_m$	=	the Average Monthly Carbon Reference Price in the relevant Billing Period (m) (£/tCO ₂);
$CRP_{i,m}$	=	the Carbon Reference Price in each Settlement Unit (i) in the relevant Billing Period (m) (£/tCO ₂); and
n	=	the number of Settlement Units (i) in the relevant Billing Period (m).

Further amendments to Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)

- 6.22 Once a revised Carbon Reference Price has been determined in accordance with Annex 6 (*UK ETS Alignment Review*), Condition 5 (*Definitions: Part 4*) and Conditions 6.20 to 6.21 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*) may be amended, supplemented or replaced in accordance with Annex 7 (*Carbon Reference Price Review*).

Metered CO₂ Output to T&S unavailability

- 6.23 If the Waste ICC Contract Counterparty has not received the Metered CO₂ Output to T&S from the Emitter for any Settlement Unit (an **"Incomplete Settlement Unit"**) which falls within a Billing Period (an **"Incomplete Billing Period"**) on or prior to the Metered CO₂ Output to T&S Cut-Off Time, the Incomplete Settlement Unit will not be taken into account by the Waste ICC Contract Counterparty for the purpose of calculating the Monthly Capex Payment and/or Monthly Opex Payment (as applicable) for such Incomplete Billing Period.

Recalculations of Metered CO₂ Output to T&S

- 6.24 If the Emitter subsequently notifies the Waste ICC Contract Counterparty of the Metered CO₂ Output to T&S relating to an Incomplete Settlement Unit falling within an Incomplete Billing Period:
- (A) the Waste ICC Contract Counterparty shall recalculate the Monthly Capex Payment and/or Monthly Opex Payment (as applicable) for such Billing Period using such Metered CO₂ Output to T&S;
 - (B) the Waste ICC Contract Counterparty shall calculate any adjustment to the Monthly Capex Payment and/or Monthly Opex Payment (as applicable) for such Billing Period (**"Metered CO₂ Output to T&S Data Calculation Amount"**); and
 - (C) such Metered CO₂ Output to T&S Data Calculation Amount shall be included in the Capex Payment Billing Statement and/or Opex Payment Billing Statement (as applicable) which is next issued by the Waste ICC Contract Counterparty.

7. CAPEX PAYMENT

Capex Payment Calculation

- 7.1 The capex payment for each CP Billing Period during the Capex Payment Period (the **"Monthly Capex Payment"**) shall be calculated in accordance with the following formula:

$$CP_m = \sum_{i=1}^n CP_{i,m}$$

where:

- CP_m = the Monthly Capex Payment (£);
- $CP_{i,m}$ = the Capex Payment (£) for each Settlement Unit (i) in the relevant CP Billing Period (m) calculated in accordance with Condition 7.2; and
- n = the number of Settlement Units (i) in the relevant CP Billing Period (m).

7.2 The capex payment for each Settlement Unit (i) during the Capex Payment Period (Cp) ("**Capex Payment**") shall be calculated in accordance with the following formula:

$$CP_i = CPR \times CO2\_Out\_T\&S_i$$

where:

- CP_i = the Capex Payment (£) for each Settlement Unit (i);
- CPR = the Capex Payment Rate (£/tCO₂); and
- $CO2\_Out\_T\&S_i$ = the Metered CO₂ Output to T&S (tCO₂) during the relevant Settlement Unit (i),

provided that:

- (A) to the extent that the CO₂ Capture Rate Condition Subsequent has not been fulfilled prior to the Start Date, then until the date on which the CO₂ Capture Rate Condition Subsequent has been deemed to have been fulfilled (as determined in accordance with Condition 3.80 or pursuant to the Dispute Resolution Procedure), the Capex Payment Rate for the purposes of the calculation of the Capex Payment shall include and be calculated on the basis of the CS Reduced Total Return Component. The "**CS Reduced Total Return Component**" shall be calculated as follows:

$$CSRr = r \times (OCPACR \times 0.8)$$

where:

- $CSRr$ = the CS Reduced Total Return Component (£);
- r = the Total Return Component (£); and
- $OCPACR$ = the OCP Achieved CO₂ Capture Rate (expressed as a decimal fraction);

- (B) where a Capture Rate Breach Continuation Event is deemed to have occurred pursuant to Condition 22.15 (*Failure to rectify Minimum CO₂ Capture Rate Obligation breach*), then, from the date specified in the Capture Rate Breach Continuation Notice that the Capture Rate Breach Continuation Event is deemed to have occurred until the date on which the Emitter has achieved a Capture Rate Breach Rectification, the Capex Payment Rate for the purposes of the calculation of the Capex Payment shall include and be calculated on the basis of the CRBC Reduced Total Return Component. The "**CRBC Reduced Total Return Component**" shall be calculated as follows:

$$CRBCr = r \times AACR$$

where:

$CRBCRr$	=	the CRBC Reduced Total Return Component (£);
r	=	the Total Return Component (£); and
$AACR$	=	the Average Achieved CO ₂ Capture Rate (<i>expressed as a decimal fraction</i>);

(C) if at any time:

- (i) the CO₂ Capture Rate Condition Subsequent has not been fulfilled; and
- (ii) a Capture Rate Breach Continuation Event is deemed to have occurred and the Emitter has not achieved a Capture Rate Breach Rectification,

the Capex Payment Rate for the purposes of the calculation of the Capex Payment shall be calculated on the basis of the lower of: (i) the CRBC Reduced Total Return Component; and (ii) the CS Reduced Total Return Component;

(D) if at any time during any Capex Payment Year (Cn):

$$\sum_{i=1}^n CP_{i,Cn} + TCDE\_RA \geq (TCP + r) \times YCCM_{Cn}$$

where:

$CP_{i,Cn}$	=	the Capex Payment (£) for each Settlement Unit (i) for the relevant Capex Payment Year (Cn);
$TCDE\_RA$	=	any TCDE Relief Amount (£) paid pursuant to Condition 3.36(C)(ii)(b);
TCP	=	the Total Capex Payment (£);
r	=	the Total Return Component (£);
$YCCM_{Cn}$	=	the Yearly Capex Cap Multiplier for the relevant Capex Payment Year (Cn); and
n	=	the number of Settlement Units (i) in the relevant Capex Payment Year (Cn),

then all further CP_i amounts in that Capex Payment Year (Cn) shall be zero (0); and

(E) if at any time during the Capex Payment Period (Cp):

$$CP_{Total} + TCDE\_RA \geq TCP + r$$

where:

CP_{Total} = the sum of the Capex Payments for each Settlement Unit (i) in the Capex Payment Period (Cp),

then all further CP_i amounts in the Capex Payment Period (Cp) shall be zero (0).

8. OPEX PAYMENT

Opex Payment Calculation

- 8.1 The opex payment for each OP Billing Period during the Opex Payment Period (the "**Monthly Opex Payment**") shall be calculated in accordance with the following formula:

$$OP_m = \sum_{i=1}^n OP_{i,m}$$

where:

OP_m = the Monthly Opex Payment (£);

$OP_{i,m}$ = the Opex Payment (£) for each Settlement Unit (i) in the relevant OP Billing Period (m) calculated in accordance with Condition 8.2; and

n = the number of Settlement Units (i) the relevant OP Billing Period (m).

- 8.2 The opex payment for each Settlement Unit (i) during the Opex Payment Period ("**Opex Payment**") shall be calculated in accordance with the following formula:

$$OP_i = CO2\_Out\_T\&S_i \times (S_i - (AMCRP_{m,i} \times AEP_i))$$

where:

OP_i = the Opex Payment (£) for each Settlement Unit (i);

$CO2\_Out\_T\&S_i$ = the Metered CO₂ Output to T&S (tCO₂) during the relevant Settlement Unit (i);

S_i = the Strike Price (£/tCO₂) that applies during the relevant Settlement Unit (i);

$AMCRP_{m,i}$ = the Average Monthly Carbon Reference Price (£/tCO₂) that applies to the relevant Settlement Unit (i) during the relevant month (m); and

AEP_i = the Applicable Emissions Percentage (expressed as a percentage (%)) that applies to the relevant Settlement Unit (i) during the relevant month (m),

provided that:

- (A) if at any time during any Opex Payment Year (On):

$$\sum_{i=1}^n CO2\_Out\_T\&S_{i,On} \geq MA \times Tol$$

where:

$CO2\_Out\_T\&S_{i,On}$ = the Metered CO₂ Output to T&S (tCO₂) for each Settlement Unit (i) in the relevant Opex Payment Year (On);

MA = the Maximum Annual CO₂ Capture Quantity (tCO₂);

Tol = the tolerance applied, in this case one hundred and ten per cent. (110%); and

n = the number of Settlement Units (i) in the relevant Opex Payment Year (On),

then all further $CO2\_Out\_T\&S_i \times (S_i - (AMCRP_{m,i} \times AEP_i))$ amounts in that Opex Payment Year (On) shall be zero (0); and

- (B) if a T&S Outage Event has occurred and is continuing during a Settlement Unit (i), an OP Mitigation Adjustment shall apply and the Strike Price which shall apply in each such Settlement Unit during the T&S Outage Event shall be calculated in accordance with the following formula:

$$S_i = S_{initial,i} - ((S_{initial,i} \times VC_i) \times OPM_i)$$

where:

S_i = the Strike Price (£/tCO₂) that applies during the relevant Settlement Unit (i);

$S_{initial,i}$ = the pre-adjustment Strike Price (£/tCO₂) that would have applied during the relevant Settlement Unit (i);

VC_i = the Variable Component of Strike Price (expressed as a percentage (%)) ; and

OPM_i = the OP Mitigation Adjustment (expressed as a percentage (%)) that applies during the relevant Settlement Unit (i).

Measured Downstream CO₂ Vented Adjustment

- 8.3 Only if this Condition is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement and a Downstream CO₂ Venting Event has commenced during a Settlement Unit (i):

- (A) the Metered CO₂ Output to T&S which shall apply in that Settlement Unit (i) during which the Downstream CO₂ Venting Event(s) has commenced shall be adjusted (the "**Venting Adjusted CO₂ Output to T&S**"). The Venting Adjusted CO₂ Output to T&S for that Settlement Unit shall be calculated as follows:

$$VACO2\_Out\_T\&S_i = CO2\_Out\_T\&S_i - CO2\_V_i$$

where:

$VACO2\_Out\_T\&S_i$ = the Venting Adjusted CO₂ Output to T&S (tCO_2) in the Settlement Unit (i) during which the relevant Downstream CO₂ Venting Event(s) commenced;

$CO2\_Out\_T\&S_i$ = the Metered CO₂ Output to T&S (tCO_2) in the Settlement Unit (i) during which the relevant Downstream CO₂ Venting Event(s) commenced; and

$CO2\_V_i$ = the Measured Downstream CO₂ Vented (expressed in tCO_2) during the relevant Downstream CO₂ Venting Event(s) which commenced during the Settlement Unit (i);

- (B) the Metered CO₂ Rich Stream Output to T&S which shall apply in that Settlement Unit (i) during which the Downstream CO₂ Venting CO₂ Event(s) has commenced shall be adjusted (the "**Venting Adjusted CO₂ Rich Stream Output to T&S**"). The Venting Adjusted CO₂ Rich Stream Output to T&S for that Settlement Unit shall be calculated as follows:

$$VACO2RS\_Out\_T\&S_i = CO2RS\_Out\_T\&S_i - CO2RS\_V_i$$

where:

$VACO2RS\_Out\_T\&S_i$ = the Venting Adjusted CO₂ Rich Stream Output to T&S (tCO_{2RS}) in the Settlement Unit (i) during which the relevant Downstream CO₂ Venting Event(s) commenced;

$CO2RS\_Out\_T\&S_i$ = the Metered CO₂ Rich Stream Output to T&S (tCO_{2RS}) in the Settlement Unit (i) during which the relevant Downstream CO₂ Venting Event(s) commenced; and

$CO2RS\_V_i$ = the Measured Downstream CO₂ Rich Stream Vented (expressed in tCO_{2RS}) during the relevant Downstream CO₂ Venting Event(s) which commenced in the Settlement Unit (i);

- (C) notwithstanding any other provisions of this Waste ICC Contract, for the duration of the Downstream CO₂ Venting Event, the Metered CO₂ Output to T&S and Metered CO₂ Rich Stream Output to T&S shall be zero (0);
- (D) the Waste ICC Contract Counterparty shall calculate or recalculate:
- (i) the Capex Payment and Opex Payment for each relevant Settlement Unit using such Venting Adjusted CO₂ Output to T&S; and
 - (ii) the T&S Flow Charge for each relevant Settlement Unit using such Venting Adjusted CO₂ Rich Stream Output to T&S;
- (E) the Waste ICC Contract Counterparty shall calculate any adjustment to:

- (iii) the Monthly Capex Payment and Monthly Opex Payment for each relevant Billing Period ("**Venting Adjusted CO₂ Output to T&S Calculation Amount**");
and
 - (iv) the Monthly T&S Payment for each relevant Billing Period ("**Venting Adjusted CO₂ Rich Stream Output to T&S Calculation Amount**");
- (F) such Venting Adjusted CO₂ Output to T&S Calculation Amount and Venting Adjusted CO₂ Rich Stream Output to T&S Calculation Amount shall be included in the Capex Payment Billing Statement, Opex Payment Billing Statement and T&S Billing Statement (as applicable) which is next issued by the Waste ICC Contract Counterparty; and
- (G) if the Downstream CO₂ Venting Event commences in a given Settlement Unit and concludes in a different Settlement Unit, the Metered CO₂ Output to T&S and the Metered CO₂ Rich Stream Output to T&S shall be adjusted in respect of the Settlement Unit during which the Downstream CO₂ Venting CO₂ Event(s) commences using the Venting Adjusted CO₂ Output to T&S and the Venting Adjusted CO₂ Rich Stream Output to T&S.

Strike Price Indexation Adjustment

- 8.4 The Waste ICC Contract Counterparty shall calculate an indexation adjustment to the Strike Price during the Strike Price Adjustment Calculation Period in each calendar year of the Term (each such adjustment, an "**OP Indexation Adjustment**").
- 8.5 Each OP Indexation Adjustment shall:
- (A) become effective on the first (1st) day of April in the calendar year in which the OP Indexation Adjustment is calculated (each such date, an "**OP Indexation Anniversary**");
 - (B) use the CPI for January of the relevant calendar year save where the CPI for January is not published by the first (1st) day of April in such calendar year, in which case the Reference CPI shall be used.
- 8.6 The Strike Price which is to apply with effect from each OP Indexation Anniversary as a result of the OP Indexation Adjustment shall be calculated by the Waste ICC Contract Counterparty in accordance with the following formula:

$$S_i = \left((S_{base} + ADJ_{base,i}) \times \Pi_i \right)$$

S_i = the Strike Price (£/tCO₂) that applies during the relevant Settlement Unit (i);

S_{base} = the Initial Strike Price (£/tCO₂) in Base Year Terms;

$ADJ_{base,i}$ = the sum of the Strike Price Adjustments applicable to Settlement Unit (i) (other than any adjustment pursuant to Condition 8.4 (*OP Indexation Adjustment*)) occurring immediately prior to the relevant OP Indexation Anniversary, expressed in Base Year Terms; and

Π_i = the Inflation Factor applicable to a Settlement Unit (i) to convert from Base Year Terms to period i terms.

- 8.7 The Waste ICC Contract Counterparty shall notify the Emitter of the revised Strike Price no later than five (5) Business Days after each OP Indexation Anniversary.

Opex Costs Early Reopener Adjustment Calculation

- 8.8 Within twenty (20) Business Days of the Opex Costs Early Reopener Calculation Date, the Emitter shall calculate:

- (A) the Eligible Opex Differential in respect of each Eligible Opex Item;
- (B) the Opex Costs Early Reopener Adjustment in respect of each Eligible Opex Item;
- (C) the Total Opex Costs Early Reopener Adjustment; and
- (D) the Strike Price which the Emitter proposes should apply with effect from the Opex Costs Early Reopener Adjustment Date,

in each case calculated in accordance with Conditions 8.9 to 8.16.

- 8.9 The Eligible Opex Differential in respect of each Eligible Opex Item shall be calculated in accordance with the following formula:

$$\Delta EO_{\alpha} = \frac{AV_{\alpha} - EV_{\alpha}}{EV_{\alpha}}$$

where:

ΔEO_{α}	=	the Eligible Opex Differential for Eligible Opex Item (α) (expressed as a percentage (%));
AV_{α}	=	the actual volume of the relevant Eligible Opex Item (α) in all of the Valid OP Billing Periods prior to the Opex Costs Early Reopener Calculation Date (unit of Eligible Opex Item/tCO ₂); and
EV_{α}	=	the estimated volume of the relevant Eligible Opex Item (α) in all of the Valid OP Billing Periods prior to the Opex Costs Early Reopener Calculation Date (unit of Eligible Opex Item/tCO ₂) as set out in Annex 2 (Eligible Opex Items) of the Waste ICC Agreement.

- 8.10 The Opex Costs Early Reopener Adjustment in respect of each Eligible Opex Item shall be determined as follows:

- (A) if such Eligible Opex Differential is positive and:
 - (i) the Eligible Opex Differential is less than or equal to the Opex Costs Early Reopener Materiality Threshold, there shall be no Opex Costs Early Reopener Adjustment in respect of such Eligible Opex Item;
 - (ii) if the Eligible Opex Differential is greater than the Opex Costs Early Reopener Materiality Threshold and less than the Opex Costs Early Reopener Cap, the Opex Costs Early Reopener Adjustment in respect of such Eligible Opex Item shall be calculated in accordance with Condition 8.11; or
 - (iii) if the Eligible Opex Differential is greater than the Opex Costs Early Reopener Materiality Threshold and greater than or equal to the Opex Costs Early

Reopener Cap, the Opex Costs Early Reopener Adjustment in respect of such Eligible Opex Item shall be calculated in accordance with Condition 8.12; or

- (B) if such Eligible Opex Differential is negative and:
- (i) the absolute value of the Eligible Opex Differential is less than or equal to the Opex Costs Early Reopener Materiality Threshold, there shall be no Opex Costs Early Reopener Adjustment in respect of such Eligible Opex Item; or
 - (ii) the absolute value of the Eligible Opex Differential is greater than the Opex Costs Early Reopener Materiality Threshold, the Opex Costs Early Reopener Adjustment in respect of such Eligible Opex Item shall be calculated in accordance with Condition 8.13.

- 8.11 If Condition 8.10(A)(ii) applies, the Opex Costs Early Reopener Adjustment in respect of the relevant Eligible Opex Item shall be calculated in accordance with the following formula:

$$OCERADJ_{base,\alpha} = (P_{base,\alpha} \times EV_{\alpha}) \times (\Delta EO_{\alpha} - OMT_{\alpha})$$

- 8.12 If Condition 8.10(A)(iii) applies, the Opex Costs Early Reopener Adjustment in respect of the relevant Eligible Opex Item shall be calculated in accordance with the following formula:

$$OCERADJ_{base,\alpha} = (P_{base,\alpha} \times EV_{\alpha}) \times (OCAP_{\alpha} - OMT_{\alpha})$$

- 8.13 If Condition 8.10(B)(ii) applies, the Opex Costs Early Reopener Adjustment in respect of the relevant Eligible Opex Item shall be calculated in accordance with the following formula:

$$OCERADJ_{base,\alpha} = (P_{base,\alpha} \times EV_{\alpha}) \times (\Delta EO_{\alpha} + OMT_{\alpha})$$

- 8.14 The aggregate of all Opex Costs Early Reopener Adjustments (the "**Total Opex Costs Early Reopener Adjustment**") shall be calculated as follows:

$$Total\ Opex\ Costs\ Early\ Reopener\ Adjustment = \sum_{\alpha=1}^A OCERADJ_{base,\alpha}$$

- 8.15 For the purposes of the formulae in Conditions 8.11 8.11 to 8.14 8.14:

$OCERADJ_{base,\alpha}$	=	the Opex Costs Early Reopener Adjustment (£/tCO ₂) for the relevant Eligible Opex Item (α), expressed in Base Year Terms;
$P_{base,\alpha}$	=	the price of the relevant Eligible Opex Item (α) (£/unit of Eligible Opex Item) as set out in Annex 2 (<i>Eligible Opex Items</i>) of the Waste ICC Agreement, expressed in Base Year Terms;
EV_{α}	=	the estimated volume of the relevant Eligible Opex Item (α) in all of the Valid OP Billing Periods prior to the Opex Costs Early Reopener Calculation Date (unit of Eligible Opex Item/tCO ₂) as set out in Annex 2 (<i>Eligible Opex Items</i>) of the Waste ICC Agreement;
ΔEO_{α}	=	the Eligible Opex Differential in respect of the relevant Eligible Opex Item (α) (<i>expressed as a percentage (%)</i>);

OMT_{α}	=	the Opex Costs Early Reopener Materiality Threshold in respect of the relevant Eligible Opex Item (α) (<i>expressed as a percentage (%)</i>);
$OCAP_{\alpha}$	=	the Opex Costs Early Reopener Cap in respect of the relevant Eligible Opex Item (α) (<i>expressed as a percentage (%)</i>); and
A	=	the number of relevant Eligible Opex Items (α).

- 8.16 The Strike Price which is to apply with effect from the Opex Costs Early Reopener Adjustment Date as a result of the Total Opex Costs Early Reopener Adjustment shall be calculated in accordance with the following formula:

$$S_i = \left(S_{base} + ADJ_{base,i} + \sum_{\alpha=1}^A OCERADJ_{base,\alpha} \right) \times \Pi_i$$

where:

S_i	=	the Strike Price (£/tCO ₂) that applies during the relevant Settlement Unit (i);
S_{base}	=	the Initial Strike Price (£/tCO ₂), expressed in Base Year Terms;
$ADJ_{base,i}$	=	the sum of the Strike Price Adjustments (£/tCO ₂) applicable to Settlement Unit (i) (other than any Strike Price Adjustment that that is effected pursuant to Condition 8.4 (<i>OP Indexation Adjustment</i>) occurring immediately prior to the Opex Costs Early Reopener Adjustment Date) expressed in Base Year Terms;
$\sum OCERADJ_{base,\alpha}$	=	the Total Opex Costs Early Reopener Adjustment (£/tCO ₂), expressed in Base Year Terms;
Π_i	=	the Inflation Factor applicable to Settlement Unit (i) to convert from Base Year Terms to period i terms; and
A	=	the number of relevant Eligible Opex Items (α).

Opex Costs Early Reopener Adjustment

- 8.17 Within twenty (20) Business Days of the Opex Costs Early Reopener Calculation Date, the Emitter shall give a notice to the Waste ICC Contract Counterparty (the "**Opex Costs Early Reopener Notice**"). The Opex Costs Early Reopener Notice shall:

- (A) specify which of the Eligible Opex Items the Emitter considers should be adjusted pursuant to Conditions 8.9 and 8.10;
- (B) include the Emitter's estimate of:
 - (i) the Opex Costs Early Reopener Adjustment in respect of each Eligible Opex Item calculated in accordance with Conditions 8.9 to 8.13 (as applicable);

- (ii) the Total Opex Costs Early Reopener Adjustment calculated in accordance with Condition 8.14; and
 - (iii) the Strike Price which the Emitter proposed should apply with effect from the Opex Costs Early Reopener Adjustment Date calculated in accordance with Condition 8.16; and
 - (C) include such Supporting Information as the Emitter considers to be relevant to and supportive of the foregoing.
- 8.18 The Opex Costs Early Reopener Notice shall be accompanied by:
- (A) a Directors' Certificate;
 - (B) a report from the Emitter's technical adviser addressed to the Waste ICC Contract Counterparty; and
 - (C) a certificate from an independent Auditor addressed to the Waste ICC Contract Counterparty,
- in relation to the information contained in, and enclosed with, the Opex Costs Early Reopener Notice.
- 8.19 The Waste ICC Contract Counterparty shall, no later than ninety (90) Business Days after receipt of the Opex Costs Early Reopener Notice, give a notice to the Emitter (the "**Opex Costs Early Reopener Response Notice**"). The Opex Costs Early Reopener Response Notice shall specify whether the Waste ICC Contract Counterparty:
- (A) agrees with the Emitter's estimate of the matters referred to in Condition 8.17(B) as specified in the Opex Costs Early Reopener Notice;
 - (B) does not agree with the Emitter's estimate of the matters referred to in Condition 8.17(B) as specified in the Opex Costs Early Reopener Notice, giving reasons; or
 - (C) considers that it has not been provided with sufficient Supporting Information to determine whether or not it agrees with the Emitter's estimate of the matters referred to in Condition 8.17(B) and if so, shall provide details of any additional or revised Supporting Information which the Waste ICC Contract Counterparty requires to determine whether or not it agrees with such matters (the "**Opex Costs Early Reopener Supporting Information**").
- 8.20 If the Waste ICC Contract Counterparty states in the Opex Costs Early Reopener Response Notice that:
- (A) it agrees with the Emitter's estimate of the matters referred to in Condition 8.17(B), the Strike Price shall be adjusted in accordance with Condition 8.16 with effect from the Opex Costs Early Reopener Adjustment Date;
 - (B) it does not agree with the Emitter's estimate of the matters referred to in Condition 8.17(B) as specified in the Opex Costs Early Reopener Notice, the Strike Price shall not be adjusted unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or
 - (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether or not it agrees with the Emitter's estimate of the matters referred to in Condition 8.17(B) 8.17(B):

- (i) the Emitter shall provide the Opex Costs Early Reopener Supporting Information to the Waste ICC Contract Counterparty as soon as reasonably practicable, and in any event no later than twenty (20) Business Days after receipt of the Opex Costs Early Reopener Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
- (ii) the Waste ICC Contract Counterparty shall, no later than ninety (90) Business Days after receipt of the Opex Costs Early Reopener Supporting Information, give a further Opex Costs Early Reopener Response Notice to the Emitter (a **"Further Opex Costs Early Reopener Response Notice"**). A Further Opex Costs Early Reopener Response Notice shall specify whether the Waste ICC Contract Counterparty does or does not agree with the Emitter's estimate of the matters referred to in Condition 8.17(B) as specified in the Opex Costs Early Reopener Notice.

8.21 Nothing in Conditions 8.17 to 8.20 (*Opex Costs Early Reopener Adjustment*) shall require the Waste ICC Contract Counterparty to specify in any Opex Costs Early Reopener Response Notice or Further Opex Costs Early Reopener Response Notice that the Waste ICC Contract Counterparty agrees with the Emitter's estimate of the matters referred to in Condition 8.17(B) unless and until the Waste ICC Contract Counterparty is satisfied of the same.

Failure to give an Opex Costs Early Reopener Notice

8.22 If the Emitter fails to give an Opex Costs Early Reopener Notice to the Waste ICC Contract Counterparty in accordance with Condition 8.17, the Waste ICC Contract Counterparty shall give a notice to the Emitter (an **"Opex Costs Early Reopener Non-Compliance Notice"**). An Opex Costs Early Reopener Non-Compliance Notice shall:

- (A) notify the Emitter that it has failed to give an Opex Costs Early Reopener Notice to the Waste ICC Contract Counterparty in accordance with Condition 8.17; and
- (B) specify the date on and from which the Waste ICC Contract Counterparty may suspend payments in accordance with Condition 8.24, being the date which falls twenty (20) Business Days after the date of the Opex Costs Early Reopener Non-Compliance Notice.

8.23 If the Emitter gives an Opex Costs Early Reopener Notice to the Waste ICC Contract Counterparty by the date which is twenty (20) Business Days from the date of the Opex Costs Early Reopener Non-Compliance Notice, Conditions 8.19 to 8.21 shall apply.

8.24 If Condition 8.22 applies and the Emitter either:

- (A) fails to give an Opex Costs Early Reopener Notice to the Waste ICC Contract Counterparty by the date which is twenty (20) Business Days after the date of the Opex Costs Early Reopener Non-Compliance Notice; or
- (B) if Condition 8.19(C) applies, fails to provide the required Opex Costs Early Reopener Supporting Information by the date which is twenty (20) Business Days after the date of the Opex Costs Early Reopener Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty,

the Waste ICC Contract Counterparty may elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of such obligations, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its

intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.

- 8.25 If the Emitter subsequently complies with its obligation to provide an Opex Costs Early Reopener Notice or the Opex Costs Early Reopener Supporting Information (as applicable), then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 8.24. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 8.25.

Exempted Installation FE Multiplier

- 8.26 The "**Exempted Installation FE Multiplier**" (*expressed as a percentage (%)*) in each FE Calculation Month shall be calculated as follows:

$$EIFEM = IFEM \times EP$$

where:

<i>EIFEM</i>	=	the Exempted Installation FE Multiplier (<i>expressed as a percentage (%)</i>);
<i>IFEM</i>	=	the Installation FE Multiplier in respect of that FE Calculation Month (<i>expressed as a percentage (%)</i>); and
<i>EP</i>	=	the percentage of fossil CO ₂ emissions which are not subject to a Carbon Pricing Phase-In Exemption (<i>expressed as a percentage (%)</i>).

Calculation of Opex FE Adjustment Amount

- 8.27 If an adjustment to the Installation FE Multiplier for a FE Calculation Month is calculated by the Waste ICC Contract Counterparty in accordance with paragraph 2.12(B) of Part A of Annex 13 (*Biogenic LTSS Requirements*), paragraphs 3.1 and 3.2 (*Initial Recalculations*) of Part C of Annex 13 (*Biogenic LTSS Requirements*), paragraphs 4.1 to 4.6 (*Final Recalculations*) of Part C of Annex 13 (*Biogenic LTSS Requirements*), paragraph 6.2 (*Failed Biogenic LTSS Proving Test*) of Part C of Annex 13 (*Biogenic LTSS Requirements*), paragraph 7.2 of Part C of Annex 13 (*Biogenic LTSS Requirements*) and/or paragraph 6.9 (*Biogenic LTSS Data Auditing Report & Verification Statement: Annual Recalculation*) of Part D (*Biogenic LTSS – Technical Specification*) of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*):

- (A) the Waste ICC Contract Counterparty shall recalculate the Applicable Emissions Percentage for that FE Calculation Month;
- (B) the difference between the original Applicable Emissions Percentage for that FE Calculation Month and the adjusted Applicable Emissions Percentage for that FE Calculation Month shall be used by the Waste ICC Contract Counterparty to recalculate the Monthly Opex Payment for that FE Calculation Month;
- (C) any adjustment to the Monthly Opex Payment for that FE Calculation Month shall be treated as and shall constitute an Opex FE Adjustment Amount; and
- (D) such Opex FE Adjustment Amount shall be included in the Opex Payment Billing Statement which is next issued by the Waste ICC Contract Counterparty.

9. T&S PAYMENT

T&S Payment Calculation

- 9.1 The T&S payment for each T&S Billing Period during the Term (the "**Monthly T&S Payment**") shall be calculated in accordance with the following formula:

$$T\&S_m = \sum_{i=1}^n T\&S_{i,m}$$

where:

- $T\&S_m$ = the Monthly T&S Payment (£);
- $T\&S_{i,m}$ = the T&S Payment (£) for each Settlement Unit (i) in the relevant T&S Billing Period (m) calculated in accordance with Condition 9.2; and
- n = the number of Settlement Units (i) in the relevant T&S Billing Period (m).

- 9.2 The T&S payment for each Settlement Unit (i) during the Term ("**T&S Payment**") shall be calculated in accordance with the following formula:

$$T\&S_i = TSNC_i + TSFC_i + TSCC_i$$

where:

- $T\&S_i$ = the T&S Payment (£) for each Settlement Unit (i);
- $TSNC_i$ = the T&S Network Charge (£) for each Settlement Unit (i);
- $TSFC_i$ = the T&S Flow Charge (£) for each Settlement Unit (i); and
- $TSCC_i$ = the T&S Capacity Charge (£) for each Settlement Unit (i),

provided that if there is a T&S Commissioning Delay Event then:

- (A) the T&S Capacity Charge, the T&S Flow Charge and the T&S Network Charge shall not be payable by the Waste ICC Contract Counterparty to the Emitter, until the T&S Commissioning Delay Event has ceased and the relevant T&S Network is commissioned; and
- (B) the T&S Capacity Charge, the T&S Flow Charge and the T&S Network Charge shall be deemed to be zero (0) during any period in which there is a T&S Commissioning Delay Event.

10. MONTHLY GGR CREDIT REVENUE PAYMENT

Monthly GGR Credit Revenue Payment

- 10.1 With effect from the earliest of the date on which:

- (A) a Voluntary Scheme Accreditation Notice is issued by the Emitter in accordance with paragraph 3.1 of Part B (*Voluntary Scheme Review*) of Annex 12 (*Greenhouse Gas Removal Credits*); or

- (B) a Compliance Scheme Accreditation Notice is issued by the Emitter in accordance with paragraph 3.1 of Part C (*Compliance Scheme Review and Fallback Price Review*) of Annex 12 (*Greenhouse Gas Removal Credits*),

the Monthly GGR Credit Revenue Payment for each OP Billing Period during the Term shall be payable by the Emitter to the Waste ICC Contract Counterparty in accordance with Condition 13.4 (*Payment from Emitter*).

11. CAP ON CUMULATIVE EMITTER'S PAYMENTS

- 11.1 Where the Cumulative Emitter's Payments exceed the Cumulative Waste ICC Contract Payments on the last day of a Billing Period, the "**Emitter Excess Amount**" in respect of that Billing Period shall be the amount by which the Cumulative Emitter's Payments exceed the Cumulative Waste ICC Contract Payments.
- 11.2 If Condition 11.1 applies, the Emitter shall be relieved of its obligations to pay to the Waste ICC Contract Counterparty Cumulative Emitter's Payments equal to the Emitter Excess Amount which would otherwise be payable in respect of the relevant Billing Period and such amounts shall be deemed to be zero (0).
- 11.3 If the Waste ICC Contract Counterparty terminates the Waste ICC Contract in accordance with Condition 38.27 (*Default termination*) then after the Default Termination Date, Condition 11.1 and Condition 11.2 shall not apply.

Part 5
Billing and payment

12. BILLING STATEMENTS

Delivery of Capex Payment Billing Statement

12.1 The Waste ICC Contract Counterparty:

(A) may, in relation to any period from and including the Agreement Date to, but excluding, the Start Date; and

(B) shall, in relation to each CP Billing Period,

deliver a billing statement to the Emitter (each, a "**Capex Payment Billing Statement**").

12.2 Each Capex Payment Billing Statement issued pursuant to Condition 12.1(B) shall be delivered to the Emitter no later than ten (10) Business Days after the end of the relevant CP Billing Period.

Contents of Capex Payment Billing Statement

12.3 Each Capex Payment Billing Statement shall set out or identify:

Identification information

(A) the CP Billing Period or other period to which the Capex Payment Billing Statement relates;

(B) the name of the Emitter (or a unique identifier attributed to the Emitter by the Waste ICC Contract Counterparty);

(C) the details of the Installation (or a unique identifier attributed to the Installation by the Waste ICC Contract Counterparty);

Capex Payment calculation

(D) in respect of each Capex Payment Billing Statement issued on or after the date on which the Start Date Notice is given:

(i) the Capex Payment for each Settlement Unit for the relevant CP Billing Period;

(ii) the Monthly Capex Payment for the relevant CP Billing Period;

(iii) if applicable, the CS Reduced Total Return Component for the relevant CP Billing Period;

(iv) if applicable, the CRBC Reduced Total Return Component for the relevant CP Billing Period;

(v) the Achieved CO₂ Capture Rate for each Settlement Unit falling within the relevant CP Billing Period;

(vi) the Achieved CO₂ Storage Rate for each Settlement Unit falling within the relevant CP Billing Period;

(vii) the Metered CO₂ Output in respect of each Settlement Unit falling within the relevant CP Billing Period;

- (viii) the Metered CO₂ Output to T&S in respect of each Settlement Unit for the relevant CP Billing Period;
- (ix) the Measured CO₂ Input in respect of each Settlement Unit falling within the relevant CP Billing Period; and
- (x) if applicable, the duration of each Capture Outage Relief Event falling within the relevant CP Billing Period, the number of Relief Event Settlement Units in such CP Billing Period and the corresponding Deemed CO₂ Storage Rate and Deemed CO₂ Output to T&S for each Relief Event Settlement Unit in such CP Billing Period;

Additional components

- (E) any CP Reconciliation Amounts;
- (F) any CP Compensatory Interest Amount;

CP Net Payable Amount

- (G) the CP Net Payable Amount in respect of the relevant CP Billing Period or other period to which the Capex Payment Billing Statement relates; and

Set-off Amount

- (H) any amount set off against the CP Net Payable Amount pursuant to Condition 3.74 (*Set-off of Previous Subsidy*) or Condition 28.17 (*Set-off of Other Subsidy*).

Calculation of CP Reconciliation Amounts

12.4 The "**CP Reconciliation Amounts**" shall, in respect of each CP Billing Period (or such other period prior to the Start Date in respect of which a Capex Payment Billing Statement is issued), comprise any revisions to the CP Net Payable Amount in respect of any preceding CP Billing Period (or any other prior period in respect of which a Capex Payment Billing Statement was issued) which are required to reflect:

- (A) the resolution of any CO₂ Measurement Disputes;
- (B) any Adjusted Deemed CO₂ Output to T&S Calculation Amount pursuant to Condition 6.5 (*Deemed CO₂ Output to T&S Adjustment*);
- (C) any Relief Event Recalculation Amount pursuant to Condition 6.14 (*Capture Outage Relief Events*);
- (D) any Metered CO₂ Output to T&S Data Calculation Amount pursuant to Condition 6.24 (*Recalculations of Metered CO₂ Output to T&S*);
- (E) any Venting Adjusted CO₂ Output to T&S Calculation Amount pursuant to Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);
- (F) any amount payable pursuant to:
 - (i) Condition 8.25 (*Failure to give an Opex Costs Early Reopener Notice*), Condition 21.11 (*Failure to comply with Measurement Equipment Schematic Obligation*), Condition 21.17 (*Failure to provide Measurement Equipment Access Right*), Condition 21.22 (*Failure to comply with Automated Data Systems Obligations*), Condition 22.19 (*Failure to comply with Minimum CO₂ Capture Rate Obligation*);

Suspension), Condition 23.11 (*Suspension of payments (Failure to provide CO₂ Measurement Data)*), Condition 28.5 (*Suspension of payments (Failure to provide KYC Information)*), Condition 38.17 (*Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension*), paragraph 3.4 (*Failure to comply with GGR Credits Security Restriction*) of Part A (*General Restrictions*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.7 (*Failure to comply with the Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.11 (*GGR Non-Compliance Notice*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.15 (*Accumulated GGR Credits Amount Cap*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 3.6 (*Failure to comply with Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*), or paragraph 6.12 (*Non-compliance with the auditing and verification requirements*) of Part D (*Biogenic LTSS – Technical Specification*) of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*); or

- (ii) Condition 28.9 (*Suspension of payments*), Condition 28.12 (*Suspension of payments (Failure to provide Information)*) or Condition 28.15(C) (*Waiver of Emitter's Obligation to Repay Subsidy, State aid, Union Funding and/or International Funding*);
- (G) any agreed or determined adjustment to the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or Metered CO₂ Output to T&S;
- (H) any QCiL Compensation (including any QCiL Adjusted Capture Payment);
- (I) any QCiL True-Up Compensation (including any QCiL True-Up Adjusted Capture Period Adjustment); and
- (J) the correction of any error in any previous Capex Payment Billing Statement.

Calculation of CP Compensatory Interest Amount

12.5 The "**CP Compensatory Interest Amount**" shall, in respect of each CP Billing Period (or such other period prior to the Start Date in respect of which a Capex Payment Billing Statement is issued), comprise interest due and payable in relation to each CP Reconciliation Amount reflected in the Capex Payment Billing Statement for the relevant CP Billing Period or such other period (a "**CP Reconciliation Billing Period**") calculated on the basis that interest on each CP Reconciliation Amount shall accrue on such amount at the CP Compensatory Interest Rate for the period from (and including):

- (A) the relevant Settlement Unit(s) in the CP Billing Period to which a CO₂ Measurement Dispute relates in respect of any CP Reconciliation Amount resulting from the resolution of a CO₂ Measurement Dispute;
- (B) the relevant Settlement Unit(s) in the CP Billing Period to which an Adjusted Deemed CO₂ Output to T&S Calculation Amount relates pursuant to Condition 6.5 (*Deemed CO₂ Output to T&S Adjustment*);
- (C) the relevant Relief Event Settlement Unit(s) in the Relief Event Billing Period to which a Relief Event Recalculation Amount relates pursuant to Condition 6.15(C) (*Capture Outage Relief Events*);

- (D) the relevant Incomplete Settlement Unit(s) in the Incomplete Billing Period to which a Metered CO₂ Output to T&S Data Calculation Amount relates pursuant to Condition 6.24 (*Recalculations of Metered CO₂ Output to T&S*);
- (E) the relevant Settlement Unit(s) in the CP Billing Period to which a Venting Adjusted CO₂ Output to T&S Calculation Amount relates pursuant to Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);
- (F) the Longstop Date in respect of any CP Reconciliation Amount resulting from the agreement or determination of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or the Metered CO₂ Output to T&S which has been Commissioned;
- (G) the QCiL Compensation Date in respect of any CP Reconciliation Amount to reflect any QCiL Compensation (including any QCiL Strike Price Adjustment and/or any QCiL Adjusted Capture Period Adjustment) or QCiL True-Up Compensation (including any QCiL True-Up Strike Price Adjustment and/or any QCiL True-Up Adjusted Capture Period Adjustment); and
- (H) the relevant Settlement Unit(s) in the CP Billing Period to which any correction of any error in and/or adjustment to any previous Capex Payment Billing Statement relates in respect of any CP Reconciliation Amount to correct such error and/or make such adjustment (or if such CP Reconciliation Amount to correct such error and/or make such adjustment was included in a Capex Payment Billing Statement issued prior to the Start Date, the date of the prior Capex Payment Billing Statement to which such error and/or adjustment relates),

to (and including) the final Settlement Unit in the relevant CP Reconciliation Billing Period. For this purpose: (i) interest shall accrue on such amounts from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty-five (365) days; and (ii) the **"CP Compensatory Interest Rate"** shall be the prevailing Base Rate on each day during the relevant calculation period.

Calculation of CP Net Payable Amount

- 12.6 The **"CP Net Payable Amount"** shall, in respect of each CP Billing Period (or such other period prior to the Start Date in respect of which a Capex Payment Billing Statement is issued), be an amount (*expressed in pounds (£)*) calculated in accordance with the following formula:

$$CP \text{ Net Payable Amount} = CP_m + CPRA_m + CPCIA_m$$

where:

- CP_m = the Monthly Capex Payment (£) in respect of such CP Billing Period (m);
- $CPRA_m$ = any CP Reconciliation Amount (£) in respect of such CP Billing Period (m) (or such other period to which the Capex Payment Billing Statement relates); and
- $CPCIA_m$ = any CP Compensatory Interest Amount (£) in respect of such CP Billing Period (m) (or such other period to which the Capex Payment Billing Statement relates),

and if such amount is:

- (i) positive, it shall represent an amount payable by the Waste ICC Contract Counterparty to the Emitter; or
- (ii) negative, it shall represent an amount payable by the Emitter to the Waste ICC Contract Counterparty.

Delivery of Opex Payment Billing Statement

12.7 The Waste ICC Contract Counterparty:

(A) may, in relation to any period from and including the Agreement Date to, but excluding, the Start Date; and

(B) shall, in relation to each OP Billing Period,

deliver a billing statement to the Emitter (each, an **"Opex Payment Billing Statement"**).

12.8 Subject to Condition 12.13, each Opex Payment Billing Statement issued pursuant to Condition 12.7(B) shall be delivered to the Emitter no later than ten (10) Business Days after the end of the relevant OP Billing Period.

Contents of Opex Payment Billing Statement

12.9 Subject to Condition 12.13, each Opex Payment Billing Statement shall set out or identify:

Identification information

- (A) the OP Billing Period or other period to which the Opex Payment Billing Statement relates;
- (B) the name of the Emitter (or a unique identifier attributed to the Emitter by the Waste ICC Contract Counterparty);
- (C) the details of the Installation (or a unique identifier attributed to the Installation by the Waste ICC Contract Counterparty);

Opex Payment calculation

- (D) in respect of each Opex Payment Billing Statement issued on or after the date on which the Start Date Notice is given:
 - (i) the Opex Payment for each Settlement Unit for the relevant OP Billing Period;
 - (ii) the Monthly Opex Payment for the relevant OP Billing Period;
 - (iii) the Strike Price for each Settlement Unit in the relevant OP Billing Period;
 - (iv) the number of Settlement Units in the calendar year in which the Opex Payment Billing Statement is issued;
 - (v) the Achieved CO₂ Capture Rate for each Settlement Unit falling within the relevant OP Billing Period;
 - (vi) the Achieved CO₂ Storage Rate for each Settlement Unit falling within the relevant OP Billing Period;
 - (vii) the Metered CO₂ Output in respect of each Settlement Unit falling within the relevant OP Billing Period;

- (viii) the Metered CO₂ Output to T&S in respect of each Settlement Unit for the relevant OP Billing Period;
- (ix) the Measured CO₂ Input in respect of each Settlement Unit falling within the relevant OP Billing Period;
- (x) the Average Monthly Carbon Reference Price falling within the relevant OP Billing Period;
- (xi) the Applicable Emissions Percentage for the relevant OP Billing Period;
- (xii) if applicable, the duration of each Capture Outage Relief Event falling within the relevant OP Billing Period, the number of Relief Event Settlement Units in such OP Billing Period and the corresponding Deemed CO₂ Storage Rate and Deemed CO₂ Output to T&S for each Relief Event Settlement Unit in such OP Billing Period; and
- (xiii) if applicable, the duration of each T&S Outage Event and the Emitter Available T&S Capacity for each Settlement Unit falling within the relevant OP Billing Period where a T&S Outage Event occurs, and the corresponding OP Mitigation Adjustment;

Additional components

- (E) any OP Reconciliation Amounts;
- (F) any OP Compensatory Interest Amount;
- (G) if applicable, any costs payable in relation to a Waste ICC Technical Audit;

OP Net Payable Amount

- (H) the OP Net Payable Amount in respect of the relevant OP Billing Period or other period to which the Opex Payment Billing Statement relates;

Set-off Amount

- (I) any amount set off against the OP Net Payable Amount pursuant to Condition 3.74 (*Set-off of Previous Subsidy*) or Condition 28.17 (*Set-off of Other Subsidy*); and

Monthly GGR Credit Revenue Payment

- (J) if applicable, any Monthly GGR Credit Revenue Payment, any GGR Credit Recalculation Amount and any GGR Credit Compensatory Interest for the relevant OP Billing Period.

Calculation of OP Reconciliation Amounts

12.10 The "**OP Reconciliation Amounts**" shall, in respect of each OP Billing Period (or such other period prior to the Start Date in respect of which an Opex Payment Billing Statement is issued), comprise any revisions to the OP Net Payable Amount in respect of any preceding OP Billing Period (or any other prior period in respect of which an Opex Payment Billing Statement was issued) which are required to reflect:

- (A) the resolution of any CO₂ Measurement Disputes;
- (B) the resolution of any Biogenic LTSS Measurement Disputes;

- (C) any Adjusted Deemed CO₂ Output to T&S Calculation Amount pursuant to Condition 6.5 (*Deemed CO₂ Output to T&S Adjustment*);
- (D) any Relief Event Recalculation Amount pursuant to Condition 6.14 (*Capture Outage Relief Events*);
- (E) any Metered CO₂ Output to T&S Data Calculation Amount pursuant to Condition 6.24 (*Recalculations of Metered CO₂ Output to T&S*);
- (F) any Venting Adjusted CO₂ Output to T&S Calculation Amount pursuant to Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);
- (G) any amount payable pursuant to:
 - (i) Condition 8.25 (*Failure to give an Opex Costs Early Reopener Notice*), Condition 21.11 (*Failure to comply with Measurement Equipment Schematic Obligation*), Condition 21.17 (*Failure to provide Measurement Equipment Access Right*), Condition 21.22 (*Failure to comply with Automated Data Systems Obligations*), Condition 22.19 (*Failure to comply with Minimum CO₂ Capture Rate Obligation: Suspension*), Condition 23.11 (*Suspension of payments (Failure to provide CO₂ Measurement Data)*), Condition 28.5 (*Suspension of payments (Failure to provide KYC Information)*), Condition 38.17 (*Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension*), paragraph 3.4 (*Failure to comply with GGR Credits Security Restriction*) of Part A (*General Restrictions*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.7 (*Failure to comply with the Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.11 (*GGR Non-Compliance Notice*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.15 (*Accumulated GGR Credits Amount Cap*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 3.6 (*Failure to comply with Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*), or paragraph 6.12 (*Non-compliance with the auditing and verification requirements*) of Part D (*Biogenic LTSS – Technical Specification*) of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*); or
 - (ii) Condition 28.9 (*Suspension of payments*), Condition 28.12 (*Suspension of payments (Failure to provide Information)*) or Condition 28.15(C) (*Waiver of Emitter's Obligation to Repay Subsidy, State aid, Union Funding and/or International Funding*);
- (H) any agreed or determined adjustment to the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or Metered CO₂ Output to T&S;
- (I) any QCiL Compensation (including any QCiL Strike Price Adjustment and/or any QCiL Adjusted Capture Period Adjustment);
- (J) any QCiL True-Up Compensation (including any QCiL True-Up Strike Price Adjustment and/or any QCiL True-Up Adjusted Capture Period Adjustment);
- (K) any OP Indexation Adjustment;
- (L) any Opex FE Adjustment Amount;

- (M) any Total Opex Costs Early Reopener Adjustment; and
- (N) the correction of any error in any previous Opex Payment Billing Statement.

Calculation of OP Compensatory Interest Amount

12.11 The "**OP Compensatory Interest Amount**" shall, in respect of each OP Billing Period (or such other period prior to the Start Date in respect of which an Opex Payment Billing Statement is issued), comprise interest due and payable in relation to each OP Reconciliation Amount reflected in the Opex Payment Billing Statement for the relevant OP Billing Period or such other period (an "**OP Reconciliation Billing Period**"), calculated on the basis that interest on each OP Reconciliation Amount shall accrue on such amount at the OP Compensatory Interest Rate for the period from (and including):

- (A) the relevant Settlement Unit(s) in the OP Billing Period to which a CO₂ Measurement Dispute relates in respect of any OP Reconciliation Amount resulting from the resolution of a CO₂ Measurement Dispute;
- (B) the relevant Settlement Unit(s) in the OP Billing Period to which an Adjusted Deemed CO₂ Output to T&S Calculation Amount relates pursuant to Condition 6.5 (*Deemed CO₂ Output to T&S Adjustment*);
- (C) the relevant Relief Event Settlement Unit(s) in the Relief Event Billing Period to which a Relief Event Recalculation Amount relates pursuant to Condition 6.15(C) (*Capture Outage Relief Events*);
- (D) the relevant Incomplete Settlement Unit(s) in the Incomplete Billing Period to which a Metered CO₂ Output to T&S Data Calculation Amount relates pursuant to Condition 6.24 (*Recalculations of Metered CO₂ Output to T&S*);
- (E) the relevant Settlement Unit(s) in the OP Billing Period to which a Venting Adjusted CO₂ Output to T&S Calculation Amount relates pursuant to Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);
- (F) the relevant Settlement Unit(s) in the OP Billing Period to which a Biogenic LTSS Measurement Dispute relates in respect of any OP Reconciliation Amount resulting from the resolution of a Biogenic LTSS Measurement Dispute;
- (G) the Longstop Date in respect of any OP Reconciliation Amount resulting from the agreement or determination of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or the Metered CO₂ Output to T&S which has been Commissioned;
- (H) the QCiL Compensation Date in respect of any CP Reconciliation Amount to reflect any QCiL Compensation (including any QCiL Strike Price Adjustment and/or any QCiL Adjusted Capture Period Adjustment) or QCiL True-Up Compensation (including any QCiL True-Up Strike Price Adjustment and/or any QCiL True-Up Adjusted Capture Period Adjustment);
- (I) the relevant OP Indexation Anniversary in respect of any OP Indexation Adjustment;
- (J) the relevant Opex Costs Early Reopener Adjustment Date in respect of any Total Opex Costs Early Reopener Adjustment;
- (K) the OP Billing Period to which an Opex FE Adjustment Amount relates other than where Annex 13 (*Biogenic LTSS Requirements*) expressly provides that Compensatory Interest is not payable in respect of the relevant Opex FE Adjustment Amount; and

- (L) the relevant Settlement Unit(s) in the OP Billing Period to which any correction of any error in, and/or adjustment to, any previous Opex Payment Billing Statement relates in respect of any OP Reconciliation Amount to correct such error and/or make such adjustment (or if such OP Reconciliation Amount to correct such error and/or make such adjustment was included in an Opex Payment Billing Statement issued prior to the Start Date, the date of the prior Opex Payment Billing Statement to which such error and/or adjustment relates),

to (and including) the final Settlement Unit in the relevant OP Reconciliation Billing Period. For this purpose: (i) interest shall accrue on such amounts from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty-five (365) days; and (ii) the **"OP Compensatory Interest Rate"** shall be the prevailing Base Rate on each day during the relevant calculation period.

Calculation of OP Net Payable Amount

- 12.12 The **"OP Net Payable Amount"** shall, in respect of each OP Billing Period (or such other period prior to the Start Date in respect of which an Opex Payment Billing Statement is issued), be an amount (*expressed in pounds (£)*) calculated in accordance with the following formula:

$$OP \text{ Net Payable Amount} = OP_m + OPRA_m + OPCIA_m$$

where:

OP_m	=	the Monthly Opex Payment (£) in respect of such OP Billing Period (m);
$OPRA_m$	=	any OP Reconciliation Amount (£) in respect of such OP Billing Period (m) (or such other period to which the Opex Payment Billing Statement relates); and
$OPCIA_m$	=	any OP Compensatory Interest Amount (£) in respect of such OP Billing Period (m) (or such other period to which the Opex Payment Billing Statement relates),

and if such amount is:

- (A) positive, it shall represent an amount payable by the Waste ICC Contract Counterparty to the Emitter; or
- (B) negative, it shall represent an amount payable by the Emitter to the Waste ICC Contract Counterparty.

Access to Derived Data

- 12.13 The Emitter acknowledges and agrees that:

- (A) unless and until the Emitter has entered into a Derived Data Agreement; or
- (B) if, following the entry by the Emitter into a Derived Data Agreement, such Derived Data Agreement is terminated or otherwise becomes void, voidable, unenforceable, invalid or otherwise ineffective,

then:

- (i) the Emitter shall not be entitled to access the relevant Derived Data; and

- (ii) any Derived Data that would, but for the operation of this Condition 12.13, ordinarily be set out in any Opex Payment Billing Statement shall be redacted in full.

12.14 The Emitter:

- (A) shall take all reasonable steps and use reasonable endeavours to enter into and maintain in force a Derived Data Agreement for the duration of the Term; and
- (B) acknowledges and agrees that, at any time a Derived Data Agreement is not in full force and effect arising from a failure to comply with its obligation under Condition (A), it shall not be entitled to issue a Billing Statement Dispute Notice where such dispute relates to any amount in the relevant Opex Payment Billing Statement that is calculated using Derived Data.

Access to Data

12.15 The Emitter acknowledges and agrees that:

- (A) the Waste ICC Contract Counterparty shall not be obliged to provide all or any part of the Data to the Emitter; and
- (B) the Emitter may enter into a Data Licence Agreement or alternative arrangement to obtain the Data directly from ICE Futures Europe.

Delivery of T&S Billing Statement

12.16 The Waste ICC Contract Counterparty shall, in relation to each T&S Billing Period, deliver a billing statement to the Emitter (each, a **"T&S Billing Statement"**).

12.17 Each T&S Billing Statement issued pursuant to Condition 12.16 shall be delivered to the Emitter no later than ten (10) Business Days after the end of the relevant T&S Billing Period.

Contents of T&S Billing Statement

12.18 Each T&S Billing Statement shall set out or identify:

Identification information

- (A) the T&S Billing Period or other period to which the T&S Billing Statement relates;
- (B) the name of the Emitter (or a unique identifier attributed to the Emitter by the Waste ICC Contract Counterparty);
- (C) the details of the Installation (or a unique identifier attributed to the Installation by the Waste ICC Contract Counterparty);

T&S Payment calculation

- (D) in respect of each T&S Billing Statement issued on or after the date on which the Start Date Notice is given:
 - (i) the Monthly T&S Payment for the relevant T&S Billing Period;
 - (ii) the T&S Payment for each Settlement Unit for the relevant T&S Billing Period;
 - (iii) the T&S Network Charge for each Settlement Unit falling within the relevant T&S Billing Period;

- (iv) the T&S Onshore Network Charge Rate in respect of each Settlement Unit falling within the relevant T&S Billing Period;
- (v) the T&S Delivery Point Size in respect of each Settlement Unit falling within the relevant T&S Billing Period;
- (vi) the T&S Offshore Network Charge Rate in respect of each Settlement Unit falling within the relevant T&S Billing Period;
- (vii) the T&S Flow Charge in respect of each Settlement Unit falling within the relevant T&S Billing Period;
- (viii) the T&S Onshore Flow Charge Rate in respect of each Settlement Unit falling within the relevant T&S Billing Period;
- (ix) the Metered CO₂ Rich Stream Output to T&S for each Settlement Unit falling within the relevant T&S Billing Period;
- (x) the T&S Offshore Flow Charge Rate in respect of each Settlement Unit falling within the relevant T&S Billing Period;
- (xi) the T&S Capacity Charge for each Settlement Unit falling within the relevant T&S Billing Period;
- (xii) the T&S Onshore Capacity Charge Rate in respect of each Settlement Unit falling within the relevant T&S Billing Period;
- (xiii) the T&S Capacity in respect of each Settlement Unit falling within the relevant T&S Billing Period; and
- (xiv) the T&S Offshore Capacity Charge Rate in respect of each Settlement Unit falling within the relevant T&S Billing Period;

Additional components

- (E) any T&S Reconciliation Amounts;
- (F) any T&S Compensatory Interest Amount;

T&S Net Payable Amount

- (G) the T&S Net Payable Amount in respect of the relevant T&S Billing Period or other period to which the T&S Billing Statement relates; and

Set-off Amount

- (H) any amount set off against the T&S Net Payable Amount pursuant to Condition 3.74 (*Set-off of Previous Subsidy*) or Condition 28.17 (*Set-off of Other Subsidy*).

Calculation of T&S Reconciliation Amounts

- 12.19 The **"T&S Reconciliation Amounts"** shall, in respect of each T&S Billing Period (or such other period prior to the Start Date in respect of which a T&S Billing Statement is issued), comprise any revisions to the T&S Net Payable Amount in respect of any preceding T&S Billing Period (or any other prior period in respect of which a T&S Billing Statement was issued) which are required to reflect:

- (A) any Venting Adjusted CO₂ Rich Stream Output to T&S Calculation Amount pursuant to Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);
- (B) the resolution of any CO₂ Measurement Disputes;
- (C) any Business Interruption Proceeds received by the Emitter (including by way of direct payment from the relevant T&S Operator or by way of set off against amounts that the Emitter would have otherwise paid the relevant T&S Operator) from the relevant T&S Operator;
- (D) any amount payable pursuant to:
 - (i) Condition 8.25 (*Failure to give an Opex Costs Early Reopener Notice*), Condition 21.11 (*Failure to comply with Measurement Equipment Schematic Obligation*), Condition 21.17 (*Failure to provide Measurement Equipment Access Right*), Condition 21.22 (*Failure to comply with Automated Data Systems Obligations*), Condition 22.19 (*Failure to comply with Minimum CO₂ Capture Rate Obligation: Suspension*), Condition 23.11 (*Suspension of payments (Failure to provide CO₂ Measurement Data)*), Condition 28.5 (*Suspension of payments (Failure to provide KYC Information)*), Condition 38.17 (*Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension*), paragraph 3.4 (*Failure to comply with GGR Credits Security Restriction*) of Part A (*General Restrictions*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.7 (*Failure to comply with the Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.11 (*GGR Non-Compliance Notice*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.15 (*Accumulated GGR Credits Amount Cap*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 3.6 (*Failure to comply with Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*), or paragraph 6.12 (*Non-compliance with the auditing and verification requirements*) of Part D (*Biogenic LTSS – Technical Specification*) of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*); or
 - (ii) Condition 28.9 (*Suspension of payments*), Condition 28.12 (*Suspension of payments (Failure to provide Information)*) or Condition 28.15(C) (*Waiver of Emitter's Obligation to Repay Subsidy, State aid, Union Funding and/or International Funding*); and
- (E) the correction of any error in any previous T&S Billing Statement.

Calculation of T&S Compensatory Interest Amount

12.20 The "**T&S Compensatory Interest Amount**" shall, in respect of each T&S Billing Period (or such other period prior to the Start Date in respect of which a T&S Billing Statement is issued), comprise interest due and payable in relation to each T&S Reconciliation Amount reflected in the T&S Billing Statement for the relevant T&S Billing Period or such other period (an "**T&S Reconciliation Billing Period**"), calculated on the basis that interest on each T&S Reconciliation Amount shall accrue on such amount at the T&S Compensatory Interest Rate for the period from (and including):

- (A) the relevant Settlement Unit(s) in the T&S Billing Period to which a Venting Adjusted CO₂ Rich Stream Output to T&S Calculation Amount relates pursuant to Condition 8.3 (*Measured Downstream CO₂ Vented Adjustment*);

- (B) the relevant Settlement Unit(s) in the T&S Billing Period to which a CO₂ Measurement Dispute relates in respect of any T&S Reconciliation Amount resulting from the resolution of a CO₂ Measurement Dispute;
- (C) the relevant Settlement Unit(s) in the T&S Billing Period to which any Business Interruption Proceeds received by the Emitter (including by way of direct payment from the relevant T&S Operator or by way of set off against amounts that the Emitter would have otherwise paid the relevant T&S Operator) from the relevant T&S Operator relates; and
- (D) the relevant Settlement Unit(s) in the T&S Billing Period to which any correction of any error in, and/or adjustment to, any previous T&S Billing Statement relates in respect of any T&S Reconciliation Amount to correct such error and/or make such adjustment (or if such T&S Reconciliation Amount to correct such error and/or make such adjustment was included in a T&S Billing Statement issued prior to the Start Date, the date of the prior T&S Billing Statement to which such error and/or adjustment relates),

to (and including) the final Settlement Unit in the relevant T&S Reconciliation Billing Period. For this purpose: (i) interest shall accrue on such amounts from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty-five (365) days; and (ii) the "**T&S Compensatory Interest Rate**" shall be the prevailing Base Rate on each day during the relevant calculation period.

Calculation of T&S Net Payable Amount

- 12.21 The "**T&S Net Payable Amount**" shall, in respect of each T&S Billing Period (or such other period prior to the Start Date in respect of which a T&S Billing Statement is issued), be an amount (*expressed in pounds (£)*) calculated in accordance with the following formula:

$$T\&S\ Net\ Payable\ Amount = T\&S_m + T\&SRA_m + T\&SCIA_m$$

where:

$T\&S_m$	=	the Monthly T&S Payment (£) in respect of such T&S Billing Period (m);
$T\&SRA_m$	=	any T&S Reconciliation Amount (£) in respect of such T&S Billing Period (m) (or such other period to which the T&S Billing Statement relates); and
$T\&SCIA_m$	=	any T&S Compensatory Interest Amount (£) in respect of such T&S Billing Period (m) (or such other period to which the T&S Billing Statement relates),

and if such amount is:

- (A) positive, it shall represent an amount payable by the Waste ICC Contract Counterparty to the Emitter; or
- (B) negative, it shall represent an amount payable by the Emitter to the Waste ICC Contract Counterparty.

13. SETTLEMENT

Payment from Emitter

- 13.1 If the CP Net Payable Amount is a negative number, no later than the end of the tenth (10th) Business Day following the delivery of the relevant Capex Payment Billing Statement, the Emitter shall pay to the Waste ICC Contract Counterparty the absolute value of the CP Net Payable Amount in Sterling by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Emitter pursuant to Condition 17(A) (*Payment Accounts*).
- 13.2 If the OP Net Payable Amount is a negative number, no later than the end of the tenth (10th) Business Day following the delivery of the relevant Opex Payment Billing Statement, the Emitter shall pay to the Waste ICC Contract Counterparty the absolute value of the OP Net Payable Amount in Sterling by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Emitter pursuant to Condition 17(A) (*Payment Accounts*).
- 13.3 If the T&S Net Payable Amount is a negative number, no later than the end of the tenth (10th) Business Day following the delivery of the relevant T&S Billing Statement, the Emitter shall pay to the Waste ICC Contract Counterparty the absolute value of the T&S Net Payable Amount in Sterling by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Emitter pursuant to Condition 17(A) (*Payment Accounts*).
- 13.4 No later than the end of the tenth (10th) Business Day following the delivery of the relevant Opex Payment Billing Statement, the Emitter shall pay to the Waste ICC Contract Counterparty the Monthly GGR Credit Revenue Payment in Sterling by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Emitter pursuant to Condition 17(A) (*Payment Accounts*).
- 13.5 If the GGR Credit Recalculation Amount and/or the GGR Credit Compensatory Interest for the relevant OP Billing Period is a positive number, no later than the end of the tenth (10th) Business Day following the delivery of the relevant Opex Payment Billing Statement, the Emitter shall pay such amount to the Waste ICC Contract Counterparty in Sterling by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Emitter pursuant to Condition 17(A) (*Payment Accounts*).

Payment from Waste ICC Contract Counterparty

- 13.6 Subject to Condition 3.74 (*Set-off of Previous Subsidy*) and Condition 28.17 (*Set-off of Other Subsidy*):
- (A) if the CP Net Payable Amount is a positive number, no later than twenty-eight (28) calendar days following the relevant CP Billing Period to which the Capex Payment Billing Statement relates, the Waste ICC Contract Counterparty shall pay to the Emitter the CP Net Payable Amount in relation to the relevant CP Billing Period in accordance with the Capex Payment Billing Statement;
 - (B) if the OP Net Payable Amount is a positive number, no later than twenty-eight (28) calendar days following the relevant OP Billing Period to which the Opex Payment Billing Statement relates, the Waste ICC Contract Counterparty shall pay to the Emitter the OP Net Payable Amount in relation to the relevant OP Billing Period in accordance with the Opex Payment Billing Statement;
 - (C) if the T&S Net Payable Amount is a positive number, no later than twenty-eight (28) calendar days following the relevant T&S Billing Period to which the T&S Billing Statement relates, the Waste ICC Contract Counterparty shall pay to the Emitter the T&S Net Payable Amount in relation to the relevant T&S Billing Period in accordance with the T&S Billing Statement; and

- (D) if the GGR Credit Recalculation Amount and/or the GGR Credit Compensatory Interest Amount is a negative number, no later than twenty-eight (28) calendar days following the relevant OP Billing Period to which the Opex Payment Billing Statement relates, the Waste ICC Contract Counterparty shall pay such amount to the Emitter in relation to the relevant OP Billing Period in accordance with the Opex Payment Billing Statement,

such payments shall be made in Sterling by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Waste ICC Contract Counterparty pursuant to Condition 17(B).

Billing Statement Disputes

- 13.7 Conditions 13.1 to 13.6 (inclusive) shall apply notwithstanding any dispute with respect to any Billing Statement and, if a Party wishes to dispute any amount shown in a Billing Statement, it shall give a notice to the other Party (a **"Billing Statement Dispute Notice"**) which shall:
- (A) specify the Billing Statement(s) to which the Dispute relates by reference to the relevant Billing Statement number(s) generated;
 - (B) specify the name of the Emitter (or the unique identifier attributed to the Emitter by the Waste ICC Contract Counterparty);
 - (C) specify the name of the Installation (or the unique identifier attributed to the Installation by the Waste ICC Contract Counterparty);
 - (D) specify the Billing Statement items to which the Dispute relates;
 - (E) specify the amount in dispute and the apportionment of such amount in relation to the relevant Billing Statement items;
 - (F) include details of any other Billing Statement dispute which the referring Party considers should be consolidated with or joined to the dispute;
 - (G) specify the position the Party considers is correct and the Party's reasons for that position;
 - (H) include copies of any Supporting Information on which the referring Party intends to rely; and
 - (I) include any other Information that the Party deems relevant in relation to the dispute.
- 13.8 The making of a payment pursuant to Condition 13.1, Condition 13.2, Condition 13.3, Condition 13.4 or Condition 13.6 shall not prevent a Party from raising a dispute pursuant to Condition 13.7.

CO₂ Measurement Dispute

- 13.9 If a dispute or part of a dispute pursuant to Condition 13.7 relates to the calculation of the Achieved CO₂ Capture Rate, the Achieved CO₂ Storage Rate, the Achieved CO₂ Utilisation Rate, the Average Achieved CO₂ Capture Rate, the Average Achieved CO₂ Storage Rate, the Average Achieved CO₂ Utilisation Rate, the Measured CO₂ Input, the Metered CO₂ Output to T&S, the Metered CO₂ Rich Stream Output to T&S, the Metered CO₂ Output to CCU and/or the Metered CO₂ Rich Stream Output to CCU in respect of a Settlement Unit (a **"CO₂ Measurement Dispute"**):

- (A) such CO₂ Measurement Dispute shall be resolved in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to CO₂ Measurement Disputes);
- (B) such CO₂ Measurement Dispute must be brought by the Party before the CO₂ Measurement Dispute Deadline in relation to all Settlement Units to which the CO₂ Measurement Dispute relates;
- (C) the Parties shall continue to comply with their obligations under the Waste ICC Contract notwithstanding such CO₂ Measurement Dispute;
- (D) the final determination of the CO₂ Measurement Dispute in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to CO₂ Measurement Disputes) shall be binding on the Parties; and
- (E) neither Party shall dispute or attempt to dispute a final determination made in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to CO₂ Measurement Disputes).

Biogenic LTSS Measurement Dispute

13.10 If a dispute or part of a dispute pursuant to Condition 13.7 relates to the calculation of the LTSS FE Multiplier and/or the Installation FE Multiplier in respect of a Pre-Implementation Date Month or FE Calculation Month (a "**Biogenic LTSS Measurement Dispute**"):

- (A) such Biogenic LTSS Measurement Dispute shall be resolved in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to Biogenic LTSS Measurement Dispute);
- (B) such Biogenic LTSS Measurement Dispute must be brought by the Party before the Biogenic LTSS Measurement Dispute Deadline in relation to all OP Billing Periods to which the Biogenic LTSS Measurement Dispute relates;
- (C) the Parties shall continue to comply with their obligations under the Waste ICC Contract notwithstanding such Biogenic LTSS Measurement Dispute;
- (D) the final determination of the Biogenic LTSS Measurement Dispute in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to Biogenic LTSS Measurement Dispute) shall be binding on the Parties; and
- (E) neither Party shall dispute or attempt to dispute a final determination made in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to Biogenic LTSS Measurement Dispute).

14. DEFAULT INTEREST

Calculation of Default Interest

14.1 "**Default Interest**" as applied for any period (a "**calculation period**") shall be calculated as follows:

$$\prod_{i=1}^D \left\{ 1 + \frac{\text{Base Rate} + 5\%}{365} \right\}$$

where:

- i = a series of whole numbers from one (1) to "**D**" each representing the relevant day in chronological order from, and including, the first (1st) day in such calculation period;
- D = the number of days in such calculation period; and
- Base Rate* = the prevailing Base Rate on the relevant day in the calculation period.

Application of Default Interest

- 14.2 Subject to Condition 14.4, Condition 14.5 (*Application of Default Interest*) and Condition 71 (*Costs*), if either Party fails to pay any sum payable by it pursuant to the Waste ICC Contract (including any amounts payable under any Arbitral Award or Expert determination) on the due date for payment, Default Interest shall accrue on that sum for the period from the due date for payment to the date of actual payment of that sum (after as well as before award or judgment).
- 14.3 The right to receive Default Interest pursuant to the Waste ICC Contract (and as calculated in accordance with this Condition 14 (*Default Interest*)) is not exclusive of any rights and remedies provided by law in respect of the failure to pay the relevant sum on the due date or at all, provided that the Late Payment of Commercial Debts (Interest) Act 1988 shall not apply in respect of any unpaid sum due pursuant to the Waste ICC Contract.
- 14.4 Default Interest shall be payable by the Waste ICC Contract Counterparty only in circumstances in which the Waste ICC Contract Counterparty is in breach of Condition 59.2, Condition 59.3 or Condition 59.4 (*Waste ICC Contract Counterparty payment undertakings*), but not otherwise.
- 14.5 Subject to Condition 14.4, no Default Interest shall be payable by one Party to the other Party in relation to a Reconciliation Amount in respect of the period during which a Compensatory Interest Amount has accrued and been calculated pursuant to Condition 12.5 (*Calculation of CP Compensatory Interest Amount*), Condition 12.11 (*Calculation of OP Compensatory Interest Amount*) or Condition 12.20 (*Calculation of T&S Compensatory Interest Amount*), except that Default Interest shall accrue in respect of any Compensatory Interest Amount (and the Reconciliation Amount to which it relates) if and to the extent that such Compensatory Interest Amount has accrued and become due and payable and has not been paid.

15. SET-OFF

Each Party may set off any matured obligations due by the other Party pursuant to the Waste ICC Contract against any matured obligation owed by that Party to the other Party pursuant to the Waste ICC Contract.

16. DEDUCTIONS AND WITHHOLDINGS

Subject to Condition 15 (*Set-off*), all payments required to be made by the Emitter pursuant to the Waste ICC Contract shall be made in full, free and clear of any right of set-off and from any restriction, condition or deduction because of any counterclaim.

17. PAYMENT ACCOUNTS

Any payments made pursuant to or in connection with the Waste ICC Contract and made to:

- (A) the Waste ICC Contract Counterparty shall be made to such account as may be notified to the Emitter by the Waste ICC Contract Counterparty from time to time; and
- (B) the Emitter shall be made to such account in the United Kingdom as may be notified to the Waste ICC Contract Counterparty by the Emitter from time to time.

Part 6
Representations, warranties and undertakings

18. EMITTER REPRESENTATIONS AND WARRANTIES

Agreement Date representations

18.1 The Emitter represents and warrants to the Waste ICC Contract Counterparty that, as at the Agreement Date, the following statements are true, accurate and not misleading:

- (A) *Status:* The Emitter:
 - (i) is duly formed and validly existing under the laws of its jurisdiction of formation; and
 - (ii) has the power to own its assets and carry on its business as it is currently being conducted and as contemplated by the Waste ICC Contract, the other Waste ICC Documents and (where relevant) the Grant Funding Agreement.
- (B) *Power and authority:* The Emitter has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, the Waste ICC Contract, the other Waste ICC Documents and (where relevant) the Grant Funding Agreement (including the obligations of the Emitter, and the transactions contemplated by or provided for by the Waste ICC Contract and the other Waste ICC Documents and (where relevant) the Grant Funding Agreement).
- (C) *Enforceability:* The obligations expressed to be assumed by the Emitter pursuant to the Waste ICC Contract, the other Waste ICC Documents and (where relevant) the Grant Funding Agreement are legal, valid, binding and enforceable subject only to the Legal Reservations.
- (D) *Non-conflict with other obligations:* The entry into, delivery and performance by the Emitter of and the transactions contemplated by the Waste ICC Contract, the other Waste ICC Documents and (where relevant) the Grant Funding Agreement does not conflict with:
 - (i) its constitutional documents;
 - (ii) any Law or Directive applicable to it to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect;
 - (iii) any Required Authorisations to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect; or
 - (iv) any agreement or instrument binding upon it or any of its assets to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect.
- (E) *Required Authorisations:*
 - (i) All Required Authorisations which are required to be obtained or effected by the Emitter on or before the date on which this representation and warranty is made or deemed to be repeated by the Emitter have been obtained or effected by the Emitter and are in full force and effect, save to the extent that failure to do so has not had and is not reasonably expected to have a Material Adverse Effect.

- (ii) All conditions of, and all obligations and liabilities under, Required Authorisations which are required to be performed, complied with or satisfied by the Emitter on or before the date on which this representation and warranty is made or deemed to be repeated by the Emitter have been performed, complied with or satisfied, save where failure to do so has not had and is not reasonably expected to have a Material Adverse Effect.
- (F) *No Default*: No Default with respect to the Emitter has occurred and is continuing or might reasonably be expected to result from its entry into or performance of the Waste ICC Contract, any of the other Waste ICC Documents or (where relevant) the Grant Funding Agreement.
- (G) *No litigation*: No litigation, arbitration or administrative suit or proceeding, adjudication, expert determination, Tax claim or Tax investigation against the Emitter (or, so far as the Emitter is aware, relating to the Project) is:
 - (i) current;
 - (ii) pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert; or
 - (iii) so far as the Emitter is aware, by reason of receipt of a formal written notice before action or similar, threatened,

and which, if adversely determined, would have or would reasonably be expected to have a Material Adverse Effect.
- (H) *No requirement to deduct or withhold*: The Emitter is not required by any Law or Directive applicable to it, as applied, interpreted or modified by the published practice of any relevant Competent Authority of any jurisdiction in which it is resident for Tax purposes, to make any deduction or withholding for or on account of any Tax from any payment to be made by it to the Waste ICC Contract Counterparty pursuant to the Waste ICC Contract, any of the other Waste ICC Documents or (where relevant) the Grant Funding Agreement.

Start Date representation

- 18.2 The Emitter represents and warrants to the Waste ICC Contract Counterparty that, as at and from the Start Date, the following statements are true, accurate and not misleading:
- (A) *Ownership*: The Emitter is the legal and beneficial owner of the Installation, subject only to such rights and benefits as have been assigned by way of security to or in favour of any Lender, Affected Person or parent undertaking of the Emitter (or an agent or security trustee on its behalf) in accordance with Condition 69 (*Transfers*).
 - (B) *Compliance of technology*: The waste industrial technology deployed by the Installation is the Waste Installation Technology and the capture technology deployed by the Installation is the Installation Capture Technology.
 - (C) *CO₂ capture*: The Emitter is party to a T&S Connection Agreement pursuant to which, as far as the Emitter is aware (having made all due and careful enquiries), the CO₂ captured by the Capture Plant and transferred to a T&S Network is required to be stored in underground geological formations with a view to being permanently stored, subject to and in accordance with applicable laws and regulations, including the Licence (as defined in the CCS Network Code).

Repeating representations

18.3 The Emitter Repeating Representations are deemed to be repeated by the Emitter on the Start Date in each case by reference to the facts and circumstances then existing.

19. **WASTE ICC CONTRACT COUNTERPARTY REPRESENTATIONS AND WARRANTIES**

19.1 The Waste ICC Contract Counterparty represents and warrants to the Emitter that as at the Agreement Date, the following statements are true, accurate and not misleading:

- (A) *Status*: The Waste ICC Contract Counterparty:
 - (i) is a limited liability company, duly incorporated and validly existing pursuant to the laws of England and Wales; and
 - (ii) has the power to own its assets and carry on its business as contemplated by the Waste ICC Contract and the other Waste ICC Documents.
- (B) *Power and authority*: The Waste ICC Contract Counterparty has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, the Waste ICC Contract and the other Waste ICC Documents (including the obligations of the Waste ICC Contract Counterparty, and the transactions contemplated by or provided for by the Waste ICC Contract and the other Waste ICC Documents).
- (C) *Enforceability*: The obligations expressed to be assumed by the Waste ICC Contract Counterparty pursuant to the Waste ICC Contract and the other Waste ICC Documents are legal, valid, binding and enforceable subject only to the Legal Reservations.
- (D) *Non-conflict with other obligations*: The entry into, delivery and performance by the Waste ICC Contract Counterparty of the Waste ICC Contract and the other Waste ICC Documents does not conflict with:
 - (i) its constitutional documents;
 - (ii) any Law or Directive applicable to it to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect;
 - (iii) any authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order, confirmation or other approval of or from any Competent Authority required to enable it to perform and comply with its obligations under the Waste ICC Contract and the other Waste ICC Documents to which it is a party, to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect; or
 - (iv) any agreement or instrument binding upon it or any of its assets to an extent or in a manner which has or is reasonably expected to have a Material Adverse Effect.
- (E) *No requirement to deduct or withhold*: The Waste ICC Contract Counterparty is not required by any Law or Directive applicable to it, as applied, interpreted or modified by the published practice of any relevant Competent Authority of any jurisdiction in which it is resident for Tax purposes, to make any deduction or withholding for or on account of any Tax from any payment to be made by it to the Emitter pursuant to the Waste ICC Contract or any of the other Waste ICC Documents.

- 19.2 The representations in Conditions 19.1(A) to 19.1(D) are deemed to be repeated by the Waste ICC Contract Counterparty on the Start Date in each case by reference to the facts and circumstances then existing.

20. **EMITTER UNDERTAKINGS: GENERAL**

- 20.1 The Emitter undertakes to the Waste ICC Contract Counterparty as follows:

- (A) *Compliance with Laws and Directives*: The Emitter shall at all times comply with all Laws and Directives to which it may be subject if failure to do so would have or would reasonably be expected to have a Material Adverse Effect.
- (B) *Required Authorisations*: The Emitter shall:
 - (i) promptly obtain all Required Authorisations;
 - (ii) at all times perform, comply with and satisfy all conditions of, and all obligations and liabilities under, all Required Authorisations; and
 - (iii) do all that is necessary to maintain in full force and effect all Required Authorisations, to the extent, in each case, that failure to do so would have or would reasonably be expected to have a Material Adverse Effect.
- (C) *Industry Documents*: The Emitter shall at all times comply with all terms of those Industry Documents to which it is a party or by which it is bound if failure to do so would have or would reasonably be expected to have a Material Adverse Effect.
- (D) *No insolvency action*: The Emitter shall not petition, apply for, institute, support or vote for the administration, winding-up or liquidation of the Waste ICC Contract Counterparty or seek any other relief as against the Waste ICC Contract Counterparty under any administration, insolvency or bankruptcy law or similar law affecting creditors' rights generally.
- (E) *Ownership*: The Emitter shall at all times be the legal and beneficial owner of the Installation, subject only to any third party rights arising by reason of any security interest created or subsisting over or in respect of the Installation.
- (F) *Compliance of technology*: The Emitter shall at all times ensure that:
 - (i) the waste industrial technology deployed by the Installation is the Waste Installation Technology; and
 - (ii) the capture technology deployed by the Installation is the Installation Capture Technology,

provided that (without prejudice to any other provision of the Waste ICC Contract) Condition 20.1(F)(i) and Condition 20.1(F)(ii) shall not prevent the operation of the Waste Installation in unabated mode.
- (G) *Notification*: The Emitter shall:
 - (i) provide the Waste ICC Contract Counterparty as soon as reasonably practicable with such Information regarding compliance or non-compliance by the Emitter with the undertakings in this Condition 20.1 as the Waste ICC Contract Counterparty may reasonably request; and

- (ii) give notice to the Waste ICC Contract Counterparty as soon as reasonably practicable upon becoming aware of the occurrence of any Default (together with details of the steps, if any, being taken to remedy it).
- (H) *R1 Energy Efficiency Threshold*: only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, the Emitter shall:
 - (i) as at and from the Start Date:
 - (a) at all times ensure that the Waste Installation continues to satisfy the R1 Energy Efficiency Threshold; and
 - (b) keep the Waste ICC Contract Counterparty informed of any requirements from the relevant Competent Authority for the Waste Installation to continue to satisfy such R1 Energy Efficiency Threshold;
 - (ii) provide evidence that the Waste Installation is satisfying the R1 Energy Efficiency Threshold and a Directors' Certificate in respect of such evidence, with such evidence and Directors' Certificate to be provided:
 - (a) prior to the Start Date, in accordance with paragraph 6 of Part B of Annex 1 (*Conditions Precedent*); and
 - (b) at annual intervals thereafter, within five (5) Business Days of receiving confirmation from the relevant Competent Authority that the Waste Installation continues to satisfy the R1 Energy Efficiency Threshold; and
 - (iii) if the Emitter is notified by the relevant Competent Authority that the Waste Installation no longer satisfies the R1 Energy Efficiency Threshold:
 - (a) notify the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than two (2) Business Days after being notified by the relevant Competent Authority; and
 - (b) provide to the Waste ICC Contract Counterparty a summary of the steps which are proposed to be taken in order for the Waste Installation to satisfy the R1 Energy Efficiency Threshold and keep the Waste ICC Contract Counterparty reasonably informed of such steps taken until the R1 Energy Efficiency Threshold is satisfied again.
- (I) *Auxiliary Generation System*: The Emitter shall at all times ensure that:
 - (i) no CO₂ released from any Auxiliary Generation System is routed to the Capture Plant without the prior written consent of the Waste ICC Contract Counterparty; and
 - (ii) if the Waste ICC Contract Counterparty has provided its written consent pursuant to Condition 20.1(I)(i), there is no change to the fuel used by the relevant Auxiliary Generation System without the prior written consent of the Waste ICC Contract Counterparty.

Failure to comply with compliance of technology undertaking

20.2 If the Emitter fails to comply with Condition 20.1(F), the Waste ICC Contract Counterparty:

- (A) may withhold payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter which are attributable to the period during which the Emitter is not in compliance with such Condition; and
- (B) shall be entitled to recover from the Emitter any amounts paid by the Waste ICC Contract Counterparty to the Emitter which are attributable to the period during which the Emitter is not in compliance with such Condition.

Failure to satisfy the R1 Energy Efficiency Threshold

- 20.3 Only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, on and from the Start Date, if the Emitter is notified by the relevant Competent Authority that the Waste Installation no longer satisfies the R1 Energy Efficiency Threshold, the Waste ICC Contract Counterparty:
- (A) may cease paying any amount(s) which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter which are attributable to the date from which the Competent Authority issues a notice to the Emitter that the Waste Installation no longer satisfies the R1 Energy Efficiency Threshold (as notified to the Waste ICC Contract Counterparty in accordance with Condition 20.1(H)(iii)(a));
 - (B) shall be entitled to recover from the Emitter any amounts paid by the Waste ICC Contract Counterparty to the Emitter which are attributable to the date from which the Competent Authority issues a notice to the Emitter that the Waste Installation no longer satisfies the R1 Energy Efficiency Threshold (as notified to the Waste ICC Contract Counterparty in accordance with Condition 20.1(H)(iii)(a)); and
 - (C) shall notify the Emitter of any amount not paid as soon as reasonably practicable.
- 20.4 Only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, if the Emitter subsequently provides the Waste ICC Contract Counterparty with confirmation from the relevant Competent Authority that the Waste Installation is satisfying the R1 Energy Efficiency Threshold, the Waste ICC Contract Counterparty shall then resume payment of any amounts that have ceased under Condition 20.3 from the date that the Waste ICC Contract Counterparty receives such confirmation. The Waste ICC Contract Counterparty shall not be liable to subsequently pay any amounts to the Emitter which would have been payable but for the operation of Condition 20.3.
- 20.5 Only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, any confirmation provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 20.4 shall be accompanied by a Directors' Certificate in respect of such confirmation.

Failure to comply with Auxiliary Generation System undertaking

- 20.6 If the Emitter has not complied with its obligations under Condition 20.1(I)(i) or Condition 20.1(I)(ii), then an "**Auxiliary Generation System Information Termination Event**" will be deemed to have occurred.

21. EMITTER UNDERTAKINGS: CO₂ MEASUREMENT

Undertakings: Outlet CO₂ Metering Obligation

- 21.1 Subject to Condition 27 (*Emitter Undertakings: Carbon Capture and CO₂ Utilisation*), with effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to:
- (A) ensure that at all times the Outlet CO₂ Metering Equipment relating to the Installation:

- (i) has been installed at the Outlet CO₂ Analysis Point(s) and the Outlet CO₂ Metering Point(s) identified in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 3(E) (*CO₂ Capture*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) and no other analysis point(s) or metering point(s);
 - (ii) has been and is installed, configured, registered, operated and maintained in accordance with the requirements of the Outlet CO₂ Metering Specification, including to ensure that captured CO₂ Rich Stream which fails to comply with the Delivery CO₂ Quality Standards is not exported to a T&S Network;
 - (iii) is configured exclusively in relation to the Installation and no other CO₂ Rich Stream output is metered through such Outlet CO₂ Metering Equipment; and
 - (iv) is operational and capable of measuring accurately the CO₂ Rich Stream output and the CO₂ output from the Installation to the CO₂ T&S Network Delivery Point(s) and, if applicable, the CO₂ Utilisation Metering Point(s);
- (B) ensure that at all times the CO₂ Rich Stream captured by the Capture Plant and directed to the T&S Network complies with the Delivery CO₂ Quality Standards;
- (C) investigate any fault or issue with the Outlet CO₂ Metering Equipment of which it is notified by the Waste ICC Contract Counterparty or which it is required to investigate pursuant to the Outlet CO₂ Metering Specification; and
- (D) only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement:
- (i) ensure that at all times each Downstream CO₂ Vent:
 - (a) has been installed at the Downstream CO₂ Vent Point(s) identified in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 8(B) (*Downstream CO₂ Vent(s)*) of Part B (*Operational Conditions Precedent*) of 1 (*Conditions Precedent*) and no other vent point(s);
 - (b) has been and is installed, configured, registered, operated and maintained in accordance with the requirements of the Downstream CO₂ Venting Specification; and
 - (c) is configured exclusively for the venting from the Installation of CO₂ Rich Stream that has not passed the CO₂ T&S Delivery Point and no other CO₂ Rich Stream output is vented through the Downstream CO₂ Vent Point(s); and
 - (ii) investigate any fault or issue with the Downstream CO₂ Vent of which it is notified by the Waste ICC Contract Counterparty or which it is required to investigate pursuant to the Downstream CO₂ Venting Specification,

(each an "**Outlet CO₂ Metering Obligation**" and together the "**Outlet CO₂ Metering Obligations**").

Undertakings: Inlet CO₂ Measurement Obligation

- 21.2 With effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to:

- (A) ensure that at all times the Inlet CO₂ Measurement Equipment relating to the Installation:
 - (i) has been installed at the Inlet CO₂ Measurement Point(s) identified in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);
 - (ii) has been and is installed, configured, registered, operated and maintained in accordance with the requirements of the Inlet CO₂ Measurement Specification(s);
 - (iii) is configured exclusively in relation to the Waste Installation and no CO₂ generated by any other installation is measured through such Inlet CO₂ Measurement Equipment; and
 - (iv) is operational and capable of measuring the CO₂ input to the Capture Plant at the Inlet CO₂ Measurement Point(s) in accordance with the requirements of the Inlet CO₂ Measurement Specification(s); and
- (B) investigate any fault or issue with the Inlet CO₂ Measurement Equipment of which it is notified by the Waste ICC Contract Counterparty or which it is required to investigate pursuant to the Inlet CO₂ Measurement Specification(s),

(each an **"Inlet CO₂ Measurement Obligation"** and together the **"Inlet CO₂ Measurement Obligations"**).

Notification of Measurement Obligation breach

- 21.3 The Waste ICC Contract Counterparty may at any time submit a notice to the Emitter (a **"Measurement Breach Notice"**) if it considers that the Emitter is in breach of a Measurement Obligation. A Measurement Breach Notice shall:
- (A) specify which Measurement Obligation the Waste ICC Contract Counterparty considers that the Emitter has breached; and
 - (B) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the breach of the relevant Measurement Obligation.

Response to notification of Measurement Obligation breach

- 21.4 No later than ten (10) Business Days after receipt of a Measurement Breach Notice (a **"Measurement Breach Response Notice Period"**), the Emitter shall investigate whether it is in breach of the relevant Measurement Obligation and submit a notice to the Waste ICC Contract Counterparty (a **"Measurement Breach Response Notice"**). A Measurement Breach Response Notice shall state that either:
- (A) the Emitter accepts that there has been a breach of the relevant Measurement Obligation (and, in such case, the notice shall include confirmation of the date from which the Emitter accepts that there has been a breach of the relevant Measurement Obligation); or
 - (B) the Emitter does not accept that there has been a breach of the relevant Measurement Obligation.

- 21.5 If:

- (A) the Emitter submits a Measurement Breach Response Notice in accordance with Condition 21.4(A), the provisions of Condition 21.6 shall apply; or
- (B) the Emitter fails to submit a Measurement Breach Response Notice within the Measurement Breach Response Notice Period or submits a Measurement Breach Response Notice in accordance with Condition 21.4(B), the Expert Determination Procedure shall apply to determine whether there has been a breach of the relevant Measurement Obligation and if the Expert Determination Procedure applied pursuant to this Condition 21.5(B) determines that:
 - (i) there has not been a breach of the relevant Measurement Obligation, then neither Party shall be required to take any further steps in relation to the Measurement Breach Notice; or
 - (ii) there has been a breach of the relevant Measurement Obligation, the provisions of Condition 21.6 shall apply.

Rectification of Measurement Obligation breach

21.6 If this Condition 21.6 applies:

- (A) the Emitter shall provide a copy of a Measurement Remediation Plan to the Waste ICC Contract Counterparty for approval no later than fifteen (15) Business Days after:
 - (i) if Condition 21.5(A) applies, the expiry of the Measurement Breach Response Notice Period; and
 - (ii) if Condition 21.5(B)(ii) applies, the date on which an Expert makes a determination in accordance with Condition 21.5(B); and
- (B) as soon as reasonably practicable after the approval of the Measurement Remediation Plan by the Waste ICC Contract Counterparty and in any event no later than sixty (60) Business Days after the date on which the Waste ICC Contract Counterparty has approved the Measurement Remediation Plan, the Emitter shall implement the Measurement Remediation Plan and remedy the breach of the relevant Measurement Obligation, in each case to the satisfaction of the Waste ICC Contract Counterparty. In considering whether any breach of a Measurement Obligation has been remedied, the Waste ICC Contract Counterparty may require the Emitter to provide such Supporting Information as the Waste ICC Contract Counterparty reasonably requires. The Emitter shall prepare and deliver such Supporting Information to the Waste ICC Contract Counterparty no later than twenty (20) Business Days after any such request, or such longer period as is specified by the Waste ICC Contract Counterparty.

Failure to remedy Measurement Obligation breach

21.7 If the Emitter has not complied with its obligations under Condition 21.6, then a **"Technical Compliance Termination Event"** will be deemed to have occurred.

Undertakings: Measurement Equipment Schematics

21.8 If there is a Material Change to the Installation Measurement Equipment, any Biogenic LTSS, any Downstream CO₂ Vent and/or any CO₂ T&S Delivery Point Pipeline then the Emitter shall:

- (A) notify the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than two (2) Business Days after the Material Change occurs, setting out details of the Material Change that has been effected (a **"Measurement Equipment Schematic Obligation Notice"**); and

- (B) provide an updated version of the relevant schematic diagram referred to in paragraph 3(E), 4(B) or 8(B) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) (as applicable) and Supporting Information including any technical datasheets relating to the Installation Measurement Equipment, Biogenic LTSS, Downstream CO₂ Vent(s) and/or CO₂ T&S Delivery Point Pipeline(s) as soon as reasonably practicable and in any event no later than ten (10) Business Days after the Material Change occurs,

(the "**Measurement Equipment Schematic Obligation**").

21.9 Any:

- (A) Measurement Equipment Schematic Obligation Notice shall be accompanied by a Directors' Certificate in relation to the details of the Material Change referred to in the Measurement Equipment Schematic Obligation Notice; and
- (B) copy of the relevant schematic diagram provided pursuant to Condition 21.8(B) shall be accompanied by a Directors' Certificate in relation to the relevant schematic diagram and Supporting Information (including the date of such diagram and the version number thereof).

Failure to comply with Measurement Equipment Schematic Obligation

- 21.10 If the Emitter is in breach of the Measurement Equipment Schematic Obligation, the Waste ICC Contract Counterparty may elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of the Measurement Equipment Schematic Obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.
- 21.11 If the Emitter subsequently complies with its Measurement Equipment Schematic Obligation, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 21.10. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 21.11.

Undertakings: Access to and testing of measurement equipment

- 21.12 With effect from the Start Date, the Emitter shall grant the Waste ICC Contract Counterparty (and any and all persons nominated by the Waste ICC Contract Counterparty and considered by the Waste ICC Contract Counterparty to be suitably qualified) access to the Installation, the Installation Measurement Equipment, the Downstream CO₂ Vent(s), the CO₂ T&S Delivery Point Pipeline(s) and to such plant, property or assets owned, occupied or controlled by the Emitter and to which the Emitter can lawfully grant access as may be reasonably necessary for the Waste ICC Contract Counterparty to read, test or verify the Installation Measurement Equipment the Downstream CO₂ Vent(s) and/or the CO₂ T&S Delivery Point Pipeline(s) and inspect and conduct tests in respect of the Installation Measurement Equipment, the Downstream CO₂ Vent(s) and/or the CO₂ T&S Delivery Point Pipeline(s) from time to time (the "**Measurement Equipment Access Right**").
- 21.13 If the Waste ICC Contract Counterparty intends to exercise the Measurement Equipment Access Right, it shall give a notice to the Emitter (a "**Measurement Equipment Inspection Notice**"). A Measurement Equipment Inspection Notice shall:

- (A) specify that the Waste ICC Contract Counterparty (or suitably qualified persons nominated by it in accordance with Condition 21.12) intends to exercise the Measurement Equipment Access Right; and
 - (B) specify the date by which the Emitter must, in accordance with Condition 21.14, permit the exercise of the Measurement Equipment Access Right.
- 21.14 The Emitter shall permit the Waste ICC Contract Counterparty to exercise the Measurement Equipment Access Right no later than the later of: (i) ten (10) Business Days after receipt of the Measurement Equipment Inspection Notice; and (ii) the date specified in the Measurement Equipment Inspection Notice.
- 21.15 The Waste ICC Contract Counterparty shall (and shall procure that any suitably qualified persons nominated by it in accordance with Condition 21.12 shall):
- (A) take or refrain from taking all such other action as may be reasonably required by the Emitter in order to comply with health and safety rules relating to the Installation; and
 - (B) obtain each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval of or from a Competent Authority,

in each case, as is necessary for it to exercise the Measurement Equipment Access Right.

Failure to provide Measurement Equipment Access Right

- 21.16 If the Emitter is in breach of its obligation to permit the Waste ICC Contract Counterparty to exercise the Measurement Equipment Access Right, the Waste ICC Contract Counterparty may elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of such obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.
- 21.17 If the Emitter subsequently complies with its obligation to permit the Waste ICC Contract Counterparty to exercise the Measurement Equipment Access Right, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 21.16. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 21.17.
- 21.18 If the Emitter:
- (A) fails to comply with its obligations under Condition 21.14; and
 - (B) has not permitted the Waste ICC Contract Counterparty to exercise its Measurement Equipment Access Right within twenty (20) Business Days following the latest permitted date for compliance with its obligations pursuant to Condition 21.14,

then a "**Measurement Equipment Access Termination Event**" will be deemed to have occurred.

Measurement Equipment Access Right costs

- 21.19 If, pursuant to or as a result of the exercise of the Measurement Equipment Access Right, it is agreed or determined that there has been a breach of a Measurement Obligation, the Emitter shall promptly on demand, from time to time, indemnify the Waste ICC Contract Counterparty,

and keep the Waste ICC Contract Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the Waste ICC Contract Counterparty in exercising the Measurement Equipment Access Right.

Undertakings: Automated Data Systems

21.20 With effect from the Start Date, the Emitter shall ensure that:

- (A) an Automated Data System is installed and maintained at the Capture Plant in accordance with the Reasonable and Prudent Standard; and
- (B) the Waste ICC Contract Counterparty has full unrestricted access at all times to the Automated Data System via a data communications link or other applicable data link as agreed between the Parties (such agreement not to be unreasonably withheld or delayed by the Emitter),

(each an "**Automated Data Systems Obligation**" and together the "**Automated Data Systems Obligations**").

Failure to comply with Automated Data Systems Obligations

21.21 If the Emitter is in breach of an Automated Data Systems Obligation, the Waste ICC Contract Counterparty may elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of the Automated Data Systems Obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.

21.22 If the Emitter subsequently complies with such Automated Data Systems Obligation, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 21.21. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 21.22.

22. EMITTER UNDERTAKINGS: MINIMUM CO₂ CAPTURE RATE

Undertaking: Minimum CO₂ Capture Rate

22.1 With effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty that for each Billing Period, the Average Achieved CO₂ Capture Rate, determined in accordance with limb (G) of the definition of "**Calculation Period**", will be equal to or greater than the Minimum CO₂ Capture Rate (a "**Minimum CO₂ Capture Rate Obligation**").

Notification of Minimum CO₂ Capture Rate Obligation breach

22.2 If the Emitter is in breach of the Minimum CO₂ Capture Rate Obligation for either three (3) consecutive Billing Periods or three (3) non-consecutive Billing Periods within six (6) consecutive Billing Periods (a "**Minimum CO₂ Capture Rate Breach**"), then the Waste ICC Contract Counterparty may at any time following the occurrence of such breach give notice to the Emitter (a "**Capture Rate Breach Notice**"). A Capture Rate Breach Notice shall:

- (A) specify whether a Termination Threshold Capture Rate Breach has also occurred;
- (B) specify the Capture Rate Breach Deadline, being the date on and from which the Waste ICC Contract Counterparty may, subject to the remainder of this Condition 22, give the

Emitter a Capture Rate Breach Continuation Notice in respect of the Minimum CO₂ Capture Rate Breach in accordance with Condition 22.16;

- (C) if applicable, specify the Termination Threshold Capture Rate Breach Deadline, being the date on and from which the Waste ICC Contract Counterparty may, subject to the remainder of this Condition 22, give the Emitter a Default Termination Notice in respect of the Termination Threshold Capture Rate Breach in accordance with Condition 38.27 (*Default Termination*); and
- (D) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the Minimum CO₂ Capture Rate Breach and, if applicable, the Termination Threshold Capture Rate Breach.

Response to notification of Minimum CO₂ Capture Rate Obligation breach

22.3 No later than twenty (20) Business Days after receipt of the Capture Rate Breach Notice, the Emitter shall submit a notice to the Waste ICC Contract Counterparty (a **"Capture Rate Breach Response Notice"**). A Capture Rate Breach Response Notice shall specify that either:

- (A) the Emitter intends to rectify the Minimum CO₂ Capture Rate Breach and, if applicable, the Termination Threshold Capture Rate Breach by achieving the Minimum CO₂ Capture Rate, determined in accordance with limb (G) of the definition of "Calculation Period", for three (3) consecutive Billing Periods (a **"Capture Rate Breach Rectification"**) on or before the Capture Rate Breach Deadline; or
- (B) the Emitter considers that it will not be able to achieve a Capture Rate Breach Rectification on or before the Capture Rate Breach Deadline in which case the notice shall specify the date by which the Emitter considers that it will be able to achieve a Capture Rate Breach Rectification.

22.4 If the Emitter fails to submit a Capture Rate Breach Response Notice to the Waste ICC Contract Counterparty in accordance with Condition 22.3, then the Emitter will be deemed to have notified the Waste ICC Contract Counterparty that it intends to achieve a Capture Rate Breach Rectification on or before the Capture Rate Breach Deadline in accordance with Condition 22.3(A).

Rectification of Minimum CO₂ Capture Rate Obligation breach

22.5 Unless the Emitter has achieved a Capture Rate Breach Rectification by the date which falls six (6) Months after the date of the Capture Rate Breach Notice (the **"Capture Rate Breach Rectification Plan Deadline"**), the Emitter shall prepare and submit to the Waste ICC Contract Counterparty for approval a draft Capture Rate Breach Rectification Plan (with such Supporting Information as the Emitter considers to be relevant to the content of the Capture Rate Breach Rectification Plan) no later than the Capture Rate Breach Rectification Plan Deadline, during which period the Emitter shall use its best endeavours to mitigate the effects of the Minimum CO₂ Capture Rate Breach and, if applicable, the Termination Threshold Capture Rate Breach.

22.6 The Waste ICC Contract Counterparty shall no later than sixty (60) Business Days after receipt of the draft Capture Rate Breach Rectification Plan (and Supporting Information), provide a notice to the Emitter (a **"Capture Rate Breach Rectification Review Notice"**). A Capture Rate Breach Rectification Review Notice shall specify whether the Waste ICC Contract Counterparty considers that the Emitter has or has not satisfied the Capture Rate Breach Rectification Plan Minimum Requirements and, if applicable, the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements. If the Waste ICC Contract Counterparty states in the Capture Rate Breach Rectification Review Notice that:

- (A) the Emitter has not satisfied the Capture Rate Breach Rectification Plan Minimum Requirements and, if applicable, the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements, then the Emitter shall be deemed not to have submitted a draft Capture Rate Breach Rectification Plan unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or
- (B) the Emitter has satisfied the Capture Rate Breach Rectification Plan Minimum Requirements and, if applicable, the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements, then:
 - (i) if the Emitter has notified the Waste ICC Contract Counterparty under Condition 22.3(A) that it intends to rectify the Minimum CO₂ Capture Rate Breach by achieving a Capture Rate Breach Rectification on or before the Capture Rate Breach Deadline then the draft Capture Rate Breach Rectification Plan shall be deemed to have been approved by the Waste ICC Contract Counterparty, following which the draft Capture Rate Breach Rectification Plan shall become the Approved Capture Rate Breach Rectification Plan; or
 - (ii) if the Emitter has notified the Waste ICC Contract Counterparty under Condition 22.3(B) that it will not be able to achieve a Capture Rate Breach Rectification on or before the Capture Rate Breach Deadline, then the Waste ICC Contract Counterparty shall specify whether the Waste ICC Contract Counterparty:
 - (a) approves the draft Capture Rate Breach Rectification Plan without amendment, following which the draft Capture Rate Breach Rectification Plan shall become the Approved Capture Rate Breach Rectification Plan;
 - (b) requires the Emitter to provide additional Supporting Information in relation to the draft Capture Rate Breach Rectification Plan, in order for the Waste ICC Contract Counterparty to determine whether or not to approve such plan;
 - (c) requires amendments to the draft Capture Rate Breach Rectification Plan, in which case the Capture Rate Breach Rectification Review Notice shall provide the Emitter with sufficient detail in relation to such amendments; or
 - (d) in its sole and absolute discretion, rejects the draft Capture Rate Breach Rectification Plan, in which case the Capture Rate Breach Rectification Review Notice shall provide the Emitter with sufficient detail in relation to such rejection and the Emitter acknowledges and agrees that it shall not be entitled to refer any decision made by the Waste ICC Contract Counterparty pursuant to this Condition 22.6(B)(ii)(d) to the Dispute Resolution Procedure.

22.7 The Emitter shall submit to the Waste ICC Contract Counterparty:

- (A) no later than fifteen (15) Business Days after receipt of a Capture Rate Breach Rectification Review Notice:
 - (i) if Condition 22.6(B)(ii)(b) applies, the relevant additional Supporting Information specified in the Capture Rate Breach Rectification Review Notice; or

- (ii) if Condition 22.6(B)(ii)(c) applies, an amended draft Capture Rate Breach Rectification Plan which includes the amendments specified in the Capture Rate Breach Rectification Review Notice; or
- (B) no later than six (6) Months after receipt of a Capture Rate Breach Rectification Review Notice if Condition 22.6(B)(ii)(d) applies, an amended draft Capture Rate Breach Rectification Plan,

following which Condition 22.5 and Condition 22.6 shall then reapply, provided that except where the Waste ICC Contract Counterparty is required to review an Updated Capture Rate Breach Rectification Plan pursuant to Condition 22.9 to Condition 22.24 (inclusive):

- (i) the Waste ICC Contract Counterparty shall not be required to review more than three (3) Capture Rate Breach Rectification Plans; and
- (ii) the Waste ICC Contract Counterparty shall not be required to review a Capture Rate Breach Rectification Plan submitted after the date which is twelve (12) Months after the date of the Capture Rate Breach Notice.

Notification of subsequent Termination Threshold Capture Rate Breach

22.8 If, at any time following a Minimum CO₂ Capture Rate Breach which has not been rectified, a subsequent Termination Threshold Capture Rate Breach occurs, then the Waste ICC Contract Counterparty may at any time following the occurrence of such breach and prior to its rectification give notice to the Emitter (a "**Termination Threshold Capture Rate Breach Notice**"). A Termination Threshold Capture Rate Breach Notice shall:

- (A) specify that a Termination Threshold Capture Rate Breach has occurred;
- (B) specify the Termination Threshold Capture Rate Breach Deadline, being the date on and from which the Waste ICC Contract Counterparty may, subject to the remainder of this Condition 22, give the Emitter a Default Termination Notice in respect of the Termination Threshold Capture Rate Breach in accordance with Condition 38.27 (*Default termination*); and
- (C) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the Termination Threshold Capture Rate Breach.

Rectification of Termination Threshold Capture Rate Breach

22.9 Subject to Condition 22.10, no later than forty (40) Business Days following the date of the Termination Threshold Capture Rate Breach Notice (the "**Termination Threshold Capture Rate Breach Rectification Plan Deadline**"), the Emitter shall prepare and submit to the Waste ICC Contract Counterparty for approval an amended version of the Capture Rate Breach Rectification Plan which meets the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements and the Updated Capture Rate Breach Rectification Plan Minimum Requirements (the "**Updated Capture Rate Breach Rectification Plan**") (together with such Supporting Information as the Emitter considers to be relevant to the content of the Updated Capture Rate Breach Rectification Plan).

22.10 Following the date of the subsequent Termination Threshold Capture Rate Breach and prior to the Termination Threshold Capture Rate Breach Rectification Plan Deadline, the Emitter shall use its best endeavours to mitigate the effects of the Termination Threshold Capture Rate Breach.

22.11 The Waste ICC Contract Counterparty shall, no later than forty (40) Business Days after receipt of the Updated Capture Rate Breach Rectification Plan (and Supporting Information), provide a notice to the Emitter (a "**Termination Threshold Capture Rate Breach Rectification Review Notice**"). A Termination Threshold Capture Rate Breach Rectification Review Notice shall specify whether the Waste ICC Contract Counterparty considers that the Emitter has or has not satisfied the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements and the Updated Capture Rate Breach Rectification Plan Minimum Requirements. If the Waste ICC Contract Counterparty states in the Termination Threshold Capture Rate Breach Rectification Review Notice that:

- (A) the Emitter has not satisfied the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements and/or the Updated Capture Rate Breach Rectification Plan Minimum Requirements, then the Emitter shall be deemed not to have submitted an Updated Capture Rate Breach Rectification Plan unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or
- (B) the Emitter has satisfied the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements and the Updated Capture Rate Breach Rectification Plan Minimum Requirements, then:
 - (i) if the Emitter has notified the Waste ICC Contract Counterparty pursuant to the Updated Capture Rate Breach Rectification Plan that it intends to rectify the Minimum CO₂ Capture Rate Breach by achieving a Capture Rate Breach Rectification on or before the Capture Rate Breach Deadline (or, if later, the date agreed by the Waste ICC Contract Counterparty pursuant to Condition 22.6(B)(ii)(a)) (the "**Approved Capture Rate Breach Deadline**") and consequently the Termination Threshold Capture Rate Breach Rectification on or before the Termination Threshold Capture Rate Breach Deadline, then the Updated Capture Rate Breach Rectification Plan shall be deemed to have been approved by the Waste ICC Contract Counterparty, following which the Updated Capture Rate Breach Rectification Plan shall become the Approved Capture Rate Breach Rectification Plan; or
 - (ii) if the Emitter has notified the Waste ICC Contract Counterparty pursuant to the Updated Capture Rate Breach Rectification Plan that:
 - (a) it will not be able to achieve a Capture Rate Breach Rectification on or before the Approved Capture Rate Breach Deadline but that it intends to rectify the Termination Threshold Capture Rate Breach by achieving a Termination Threshold Capture Rate Breach Rectification on or before the Termination Threshold Capture Rate Breach Deadline; or
 - (b) it will not be able to achieve a Capture Rate Breach Rectification on or before the Approved Capture Rate Breach Deadline and it will not be able to achieve a Termination Threshold Capture Rate Breach Rectification on or before the Termination Threshold Capture Rate Breach Deadline,

then the Waste ICC Contract Counterparty shall specify whether the Waste ICC Contract Counterparty:

- (1) approves the Updated Capture Rate Breach Rectification Plan, following which the Updated Capture Rate Breach Rectification Plan shall become the Approved Capture Rate Breach Rectification Plan, provided that, notwithstanding such approval,

a Capture Rate Breach Continuation Event shall be deemed to have occurred pursuant to Condition 22.15(A) if the Emitter fails to achieve a Capture Rate Breach Rectification by the Approved Capture Rate Breach Deadline;

- (2) requires the Emitter to provide additional Supporting Information in relation to the Updated Capture Rate Breach Rectification Plan, in order for the Waste ICC Contract Counterparty to determine whether or not to approve such plan; and
- (3) in its sole and absolute discretion, rejects the draft Updated Capture Rate Breach Rectification Plan, in which case the Termination Threshold Capture Rate Breach Rectification Review Notice shall provide the Emitter with sufficient detail in relation to such rejection and the Emitter acknowledges and agrees that it shall not be entitled to refer any decision made by the Waste ICC Contract Counterparty pursuant to this Condition 22.11(B)(ii)(b)(3) to the Dispute Resolution Procedure.

22.12 If Condition 22.11(B)(ii)(b)(2) applies, no later than fifteen (15) Business Days after receipt of a Termination Threshold Capture Rate Breach Rectification Review Notice, the Emitter shall submit to the Waste ICC Contract Counterparty the relevant additional Supporting Information specified in the Termination Threshold Capture Rate Breach Rectification Review Notice, following which Condition 22.11 shall reapply.

Notification of Capture Rate Breach Rectification and/or Termination Threshold Capture Rate Breach Rectification

22.13 If Condition 22.6(B)(i), Condition 22.6(B)(ii)(a), Condition 22.11(B)(i) or Condition 22.11(B)(ii)(b)(1) applies, as soon as reasonably practicable after receipt of the Capture Rate Breach Rectification Review Notice or Termination Threshold Capture Rate Breach Rectification Review Notice (as applicable), the Emitter shall commence the implementation of the Approved Capture Rate Breach Rectification Plan and continue to implement the Approved Capture Rate Breach Rectification Plan in accordance with its terms in order to rectify the Minimum CO₂ Capture Rate Breach and, if applicable, the Termination Threshold Capture Rate Breach.

22.14 The Emitter shall notify the Waste ICC Contract Counterparty in writing no later than five (5) Business Days following the date on which the Emitter achieves:

- (A) a Termination Threshold Capture Rate Breach Rectification; and/or
- (B) a Capture Rate Breach Rectification,

(an "**Emitter Capture Rate Breach Rectification Notice**"), together with such Supporting Information as is reasonably necessary to evidence that the breach has been rectified.

Failure to rectify Minimum CO₂ Capture Rate Obligation breach

22.15 If:

- (A) the Emitter fails to achieve a Capture Rate Breach Rectification by the Approved Capture Rate Breach Deadline; or

- (B) no Capture Rate Breach Rectification Plan is approved by the Waste ICC Contract Counterparty or pursuant to the Dispute Resolution Procedure by the Capture Rate Breach Deadline,

then a **"Capture Rate Breach Continuation Event"** will be deemed to have occurred.

- 22.16 If a Capture Rate Breach Continuation Event is deemed to have occurred, the Waste ICC Contract Counterparty shall as soon as reasonably practicable following the occurrence of the Capture Rate Breach Continuation Event give the Emitter a notice (a **"Capture Rate Breach Continuation Notice"**). A Capture Rate Breach Continuation Notice shall specify the date on which the Capture Rate Breach Continuation Event is deemed to have occurred.

Failure to rectify Termination Threshold Capture Rate Breach or implement Approved Capture Rate Breach Rectification Plan

22.17 If:

- (A) subject to Condition 22.17(B), the Emitter fails to achieve a Termination Threshold Capture Rate Breach Rectification by the Termination Threshold Capture Rate Breach Deadline; or
- (B) Condition 22.6(B)(ii)(a) applies and either:
 - (i) the Emitter fails to achieve a Termination Threshold Capture Rate Breach Rectification by the date agreed by the Waste ICC Contract Counterparty in the Approved Capture Rate Breach Rectification Plan which is approved pursuant to Condition 22.11(B)(ii)(b)(1); or
 - (ii) at and/or following the Termination Threshold Capture Rate Breach Deadline the Emitter has failed to commence the implementation of and/or continue to implement an Approved Capture Rate Breach Rectification Plan in accordance with its terms in order to achieve a Termination Threshold Capture Rate Breach Rectification,

then a **"Capture Rate Termination Event"** will be deemed to have occurred.

Failure to comply with Minimum CO₂ Capture Rate Obligation: Suspension

- 22.18 Without prejudice to Conditions 22.1 to 22.17, if the Emitter has not achieved a Capture Rate Breach Rectification by the Capture Rate Breach Rectification Plan Deadline and the Emitter either:

- (A) fails to submit a Capture Rate Breach Rectification Plan (with such Supporting Information as the Emitter considers to be relevant to the content of the Capture Rate Breach Rectification Plan) by the Capture Rate Breach Rectification Plan Deadline; or
- (B) submits a draft Capture Rate Breach Rectification Plan by the Capture Rate Breach Rectification Plan Deadline but such Capture Rate Breach Rectification Plan does not meet the Capture Rate Breach Rectification Plan Minimum Requirements, and, if applicable, the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements,

then the Waste ICC Contract Counterparty may at any time following the Capture Rate Breach Rectification Plan Deadline elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of such obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend

payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.

22.19 If the Emitter either:

- (A) evidences to the satisfaction of the Waste ICC Contract Counterparty that it has achieved a Capture Rate Breach Rectification by the Capture Rate Breach Deadline; or
- (B) submits a draft Capture Rate Breach Rectification Plan that is approved by the Waste ICC Contract Counterparty pursuant to Condition 22.6(B)(i) or Condition 22.6(B)(ii)(a) (notwithstanding that such plan is submitted to the Waste ICC Contract Counterparty following the Capture Rate Breach Rectification Plan Deadline),

then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 22.18. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Emitter pursuant to this Condition 22.19.

22.20 Any evidence provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 22.19 shall be accompanied by a Directors' Certificate in respect of such evidence.

Failure to comply with Termination Threshold Capture Rate: Suspension

22.21 Without prejudice to Conditions 22.1 to 22.17, if the Emitter has not achieved a Termination Threshold Capture Rate Breach Rectification by the Termination Threshold Capture Rate Breach Rectification Plan Deadline and the Emitter either:

- (A) fails to submit an Updated Capture Rate Breach Rectification Plan (with such Supporting Information as the Emitter considers to be relevant to the content of the Updated Capture Rate Breach Rectification Plan) by the Termination Threshold Capture Rate Breach Rectification Plan Deadline; or
- (B) submits a draft Updated Capture Rate Breach Rectification Plan by the Termination Threshold Capture Rate Breach Rectification Plan Deadline but such Updated Capture Rate Breach Rectification Plan does not meet the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements and the Updated Capture Rate Breach Rectification Plan Minimum Requirements,

then the Waste ICC Contract Counterparty may at any time following the Termination Threshold Capture Rate Breach Rectification Plan Deadline elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of such obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.

22.22 If the Emitter either:

- (A) evidences to the satisfaction of the Waste ICC Contract Counterparty that it has achieved a Termination Threshold Capture Rate Breach Rectification by the Termination Threshold Capture Rate Breach Deadline; or
- (B) submits an Updated Capture Rate Breach Rectification Plan that is approved by the Waste ICC Contract Counterparty pursuant to Condition 22.11(B)(i) or Condition

22.11(B)(ii)(b)(1) (notwithstanding that such plan is submitted to the Waste ICC Contract Counterparty following the Termination Threshold Capture Rate Breach Rectification Plan Deadline),

then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 22.21. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Emitter pursuant to this Condition 22.22.

- 22.23 Any evidence provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 22.22 shall be accompanied by a Directors' Certificate in respect of such evidence.

Relief due to Force Majeure and Capture Outage Relief Events

- 22.24 The Emitter shall be relieved from liability and deemed not to be in breach of the Minimum CO₂ Capture Rate Obligation, Condition 22.15 (*Failure to rectify Minimum CO₂ Capture Rate Obligation breach*), the Termination Threshold Capture Rate and/or Condition 22.17 (*Failure to rectify Termination Threshold Capture Rate Breach*) for any failure or delay in the performance of such obligations if and to the extent such failure or delay is directly attributable to the occurrence and continuance of either:

- (A) Force Majeure in respect of which the Emitter is the FM Affected Party, but only to the extent that the Emitter has satisfied the requirements and conditions of Condition 57 (*Force Majeure*); or
- (B) a Capture Outage Relief Event which directly affects the ability of the Emitter to achieve a Capture Rate Breach Rectification.

23. EMITTER UNDERTAKINGS: CO₂ MEASUREMENT DATA

Notification of CO₂ Measurement Data

- 23.1 With effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to:

- (A) submit CO₂ Measurement Data to the Waste ICC Contract Counterparty, together with Supporting Information in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) and with the frequency that the CO₂ Measurement Data is required to be provided in accordance with the Inlet CO₂ Measurement Specification(s) and the Outlet CO₂ Metering Specification (as applicable); and
- (B) ensure that all CO₂ Measurement Data provided by or on behalf of the Emitter pursuant to Condition 23.1(A) is true, complete and accurate in all material respects and is not misleading,

(each, a "**CO₂ Measurement Data Obligation**" and together the "**CO₂ Measurement Data Obligations**").

Notification by Waste ICC Contract Counterparty of CO₂ Measurement Data Obligation breach

- 23.2 The Waste ICC Contract Counterparty may at any time give a notice to the Emitter (a "**Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice**") if it considers that the Emitter is in breach of a CO₂ Measurement Data Obligation. A Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice shall:

- (A) specify which CO₂ Measurement Data Obligation the Waste ICC Contract Counterparty considers that the Emitter has breached;
- (B) if the breach relates to the CO₂ Measurement Data Obligation under Condition 23.1(B), specify whether the Waste ICC Contract Counterparty considers the breach to constitute an Emitter System Failure; and
- (C) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the breach of the relevant CO₂ Measurement Data Obligation.

Response to notification of CO₂ Measurement Data Obligation breach

23.3 No later than ten (10) Business Days after receipt of a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice (a "**CO₂ Measurement Data Breach Response Notice Period**"), the Emitter shall investigate whether it is in breach of the relevant CO₂ Measurement Data Obligation and submit a notice to the Waste ICC Contract Counterparty (a "**CO₂ Measurement Data Breach Response Notice**"). A CO₂ Measurement Data Breach Response Notice shall state that either:

- (A) the Emitter accepts that there has been a breach of the relevant CO₂ Measurement Data Obligation and whether the Emitter considers that:
 - (i) it is technically feasible to correct such breach(es); or
 - (ii) it is not technically feasible to correct such breach(es); or
- (B) the Emitter does not accept that there has been a breach of the relevant CO₂ Measurement Data Obligation.

23.4 If:

- (A) the Emitter submits a CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.3(A)(i), the provisions of Condition 23.9 shall apply;
- (B) the Emitter submits a CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.3(A)(ii), then in respect of each minute during which the Emitter is in breach of the relevant CO₂ Measurement Data Obligation, the relevant CO₂ Measurement Data shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate, Measured CO₂ Input, Metered CO₂ Output to T&S, Metered CO₂ Rich Stream Output to T&S, Metered CO₂ Output to CCU and/or Metered CO₂ Rich Stream Output to CCU (as applicable); or
- (C) the Emitter fails to submit a CO₂ Measurement Data Breach Response Notice within the CO₂ Measurement Data Breach Response Notice Period or submits a CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.3(B), the Expert Determination Procedure shall apply to determine whether there has been a breach of a CO₂ Measurement Data Obligation and if so, whether it is technically feasible to correct such breach(es). If the Expert Determination Procedure which is applied pursuant to this Condition 23.4(C) determines that:
 - (i) there has not been a breach of a CO₂ Measurement Data Obligation, then neither Party shall be required to take any further steps in relation to the Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice;

- (ii) there has been a breach of a CO₂ Measurement Data Obligation and it is technically feasible to correct such breach(es), the provisions of Condition 23.9 shall apply; or
- (iii) there has been a breach of a CO₂ Measurement Data Obligation and it is not technically feasible to correct such breach(es), then in respect of each minute during which the Emitter is in breach of the relevant CO₂ Measurement Data Obligation, the relevant CO₂ Measurement Data shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate, Measured CO₂ Input, Metered CO₂ Output to T&S, Metered CO₂ Rich Stream Output to T&S, Metered CO₂ Output to CCU and/or Metered CO₂ Rich Stream Output to CCU (as applicable).

Notification by Emitter of CO₂ Measurement Data Obligation breach

- 23.5 The Emitter shall promptly give a notice to the Waste ICC Contract Counterparty (an "**Emitter CO₂ Measurement Data Breach Notice**") if it becomes aware that it is in breach of a CO₂ Measurement Data Obligation. An Emitter CO₂ Measurement Data Breach Notice shall:
- (A) specify which CO₂ Measurement Data Obligation the Emitter considers that it has breached and whether the Emitter considers that:
 - (i) it is technically feasible to correct such breach(es); or
 - (ii) it is not technically feasible to correct such breach(es);
 - (B) if the breach relates to the CO₂ Measurement Data Obligation under Condition 23.1(B), specify whether the Emitter considers the breach to constitute an Emitter System Failure; and
 - (C) be accompanied by such Supporting Information as the Emitter considers to be relevant to evidence the breach of the relevant CO₂ Measurement Data Obligation.
- 23.6 Each Emitter CO₂ Measurement Data Breach Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Emitter CO₂ Measurement Data Breach Notice.

Response to notification of an Emitter CO₂ Measurement Data Obligation breach

- 23.7 No later than ten (10) Business Days after the date of an Emitter CO₂ Measurement Data Breach Notice, the Waste ICC Contract Counterparty shall investigate whether the Emitter is in breach of the relevant CO₂ Measurement Data Obligation and shall submit a notice to the Emitter (a "**Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice**"). A Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice shall state that either:
- (A) the Waste ICC Contract Counterparty agrees that there has been a breach of the relevant CO₂ Measurement Data Obligation and the Waste ICC Contract Counterparty considers that:
 - (i) it is technically feasible to correct such breach(es); or
 - (ii) it is not technically feasible to correct such breach(es); or

- (B) the Waste ICC Contract Counterparty considers that there has not been a breach of the relevant CO₂ Measurement Data Obligation.

23.8 If:

- (A) the Emitter submits an Emitter CO₂ Measurement Data Breach Notice in accordance with Condition 23.5(A)(i) and the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.7(A)(i), the provisions of Condition 23.9 shall apply;
- (B) the Emitter submits an Emitter CO₂ Measurement Data Breach Notice in accordance with Condition 23.5(A)(ii) and the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.7(A)(ii), then in respect of each minute during which the Emitter is in breach of the relevant CO₂ Measurement Data Obligation, the relevant CO₂ Measurement Data shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate, Measured CO₂ Input, Metered CO₂ Output to T&S, Metered CO₂ Rich Stream Output to T&S, Metered CO₂ Output to CCU and/or Metered CO₂ Rich Stream Output to CCU (as applicable);
- (C) the Emitter submits an Emitter CO₂ Measurement Data Breach Notice in accordance with Condition 23.5(A)(i) and the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.7(A)(ii) or the Emitter submits an Emitter CO₂ Measurement Data Breach Notice in accordance with Condition 23.5(A)(ii) and the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.7(A)(i), the Expert Determination Procedure shall apply to determine whether it is technically feasible to correct such breach(es). If the Expert Determination Procedure applied pursuant to this Condition 23.8(C) determines that:
 - (i) it is technically feasible to correct such breach(es), the provisions of Condition 23.9 shall apply; or
 - (ii) it is not technically feasible to correct such breach(es), then in respect of each minute during which the Emitter is in breach of the relevant CO₂ Measurement Data Obligation, the relevant CO₂ Measurement Data shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate, Measured CO₂ Input, Metered CO₂ Output to T&S, Metered CO₂ Rich Stream Output to T&S, Metered CO₂ Output to CCU and/or Metered CO₂ Rich Stream Output to CCU (as applicable); or
- (D) the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice in accordance with Condition 23.7(B), then the Emitter shall not be required to take any further steps in relation to the Emitter CO₂ Measurement Data Breach Notice.

Rectification of CO₂ Measurement Data Obligation breach

- 23.9 If this Condition 23.9 applies, the Emitter shall provide the Waste ICC Contract Counterparty with updated CO₂ Measurement Data and Supporting Information which is true, complete and accurate in all material respects and is not misleading (the "**Revised CO₂ Measurement**

Data"), together with a Directors' Certificate and Supporting Information in relation to such CO₂ Measurement Data as soon as reasonably practicable after the date that the Parties agree or it is determined pursuant to the Dispute Resolution Procedure that it is technically feasible to correct such breach.

Suspension of payments (Failure to provide CO₂ Measurement Data)

- 23.10 If the Emitter is in breach of a CO₂ Measurement Data Obligation, the Waste ICC Contract Counterparty may elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of such CO₂ Measurement Data Obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.
- 23.11 Without prejudice to Condition 23.12, if the Emitter subsequently rectifies the breach of the relevant CO₂ Measurement Data Obligation, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 23.10. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Emitter pursuant to this Condition 23.11.

Misleading CO₂ Measurement Data

- 23.12 If any CO₂ Measurement Data provided pursuant to Condition 23.1 is misleading in any respect or the Emitter's failure to provide CO₂ Measurement Data is misleading in any respect, provided that:
- (A) the Emitter knew that such CO₂ Measurement Data was, or such failure to provide such CO₂ Measurement Data would be, misleading;
 - (B) the Emitter acted recklessly in providing or failing to provide such CO₂ Measurement Data; or
 - (C) there have been three (3) or more Emitter System Failures in any rolling three (3) year period,

then a "**Misleading CO₂ Measurement Data Termination Event**" will be deemed to have occurred.

24. EMITTER UNDERTAKINGS: PLANNED OUTAGES

Notification of T&S Planned Outages

- 24.1 With effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to:
- (A) submit details to the Waste ICC Contract Counterparty of:
 - (i) the start time (*to the nearest minute*) of each T&S Planned Outage; and
 - (ii) the reason for each such T&S Planned Outage,

in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) as soon as reasonably practicable and in any event no later than twenty-four (24) hours after the start of each such T&S Planned Outage (a "**T&S Planned Outage Start Notification**");

- (B) submit details to the Waste ICC Contract Counterparty of the end time (*to the nearest minute*) and the total duration of each T&S Planned Outage in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) as soon as reasonably practicable and in any event no later than twenty-four (24) hours after the end of each such T&S Planned Outage (a **"T&S Planned Outage End Notification"** and together with T&S Planned Outage Start Notifications, **"T&S Planned Outage Notifications"**);
- (C) ensure that all T&S Planned Outage Notifications provided by or on behalf of the Emitter pursuant to Condition 24.1(A) and Condition 24.1(B) are true, complete and accurate in all material respects and are not misleading;
- (D) if the Emitter becomes aware at any time that any T&S Planned Outage Notification submitted pursuant to Condition 24.1(A) or Condition 24.1(B) was not true, complete and accurate in all material respects and/or was misleading as at the date of submission, promptly:
 - (i) notify the Waste ICC Contract Counterparty of the relevant error(s); and
 - (ii) provide the Waste ICC Contract Counterparty with an updated T&S Planned Outage Notification which is true, complete and accurate in all material respects and is not misleading (the **"T&S Revised Planned Outage Notification"**), together with a Directors' Certificate and Supporting Information in relation to such data; and
- (E) if the Waste ICC Contract Counterparty notifies the Emitter that the Waste ICC Contract Counterparty considers that any T&S Planned Outage Notification or T&S Revised Planned Outage Notification submitted pursuant to Condition 24.1(A), Condition 24.1(B) or Condition 24.1(D)(ii) (as applicable) was not true, complete and accurate in all material respects and/or was misleading as at the date of submission, promptly investigate such issue and provide the Waste ICC Contract Counterparty with a T&S Revised Planned Outage Notification together with a Directors' Certificate and Supporting Information in relation to such data.

Notification of Emitter Planned Outages

24.2 With effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to:

- (A) submit details to the Waste ICC Contract Counterparty of:
 - (i) the start time (*to the nearest minute*) of each Emitter Planned Outage; and
 - (ii) the reason for each such Emitter Planned Outage,
 in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) as soon as reasonably practicable and in any event no later than twenty-four (24) hours after the start of each such Emitter Planned Outage (an **"Emitter Planned Outage Start Notification"**);
- (B) submit details to the Waste ICC Contract Counterparty of the end time (*to the nearest minute*) and the total duration of each Emitter Planned Outage in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) as soon as reasonably practicable and in any event no later than twenty-four (24) hours after the end of each such Emitter Planned Outage (an **"Emitter Planned Outage End Notification"**);

Notification" and together with Emitter Planned Outage Start Notifications, **"Emitter Planned Outage Notifications"**);

- (C) ensure that all Emitter Planned Outage Notifications provided by or on behalf of the Emitter pursuant to Condition 24.2(A) and Condition 24.2(B) are true, complete and accurate in all material respects and are not misleading;
- (D) if the Emitter becomes aware at any time that any Emitter Planned Outage Notification submitted pursuant to Condition 24.2(A) or Condition 24.2(B) was not true, complete and accurate in all material respects and/or was misleading as at the date of submission, promptly:
 - (i) notify the Waste ICC Contract Counterparty of the relevant error(s); and
 - (ii) provide the Waste ICC Contract Counterparty with an updated Emitter Planned Outage Notification which is true, complete and accurate in all material respects and is not misleading (the **"Emitter Revised Planned Outage Notification"**), together with a Directors' Certificate and Supporting Information in relation to such data; and
- (E) if the Waste ICC Contract Counterparty notifies the Emitter that the Waste ICC Contract Counterparty considers that any Emitter Planned Outage Notification or Emitter Revised Planned Outage Notification submitted pursuant to Condition 24.2(A), Condition 24.2(B) or Condition 24.2(D)(ii) (as applicable) was not true, complete and accurate in all material respects and/or was misleading as at the date of submission, promptly investigate such issue and provide the Waste ICC Contract Counterparty with an Emitter Revised Planned Outage Notification together with a Directors' Certificate and Supporting Information in relation to such data.

Scheduling of Emitter Planned Outages

- 24.3 With effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to use reasonable endeavours to ensure that any Emitter Planned Outage is scheduled to align with any T&S Planned Outage.

25. EMITTER UNDERTAKINGS: DOWNSTREAM CO₂ VENTING EVENT

Notification of Downstream CO₂ Venting Events

- 25.1 Only if this Condition is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, with effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to:

- (A) submit details to the Waste ICC Contract Counterparty of:
 - (i) the Settlement Unit in which each Downstream CO₂ Venting Event commenced within the relevant Billing Period(s);
 - (ii) the start time (to the nearest minute) of each Downstream CO₂ Venting Event;
 - (iii) the reason for each Downstream CO₂ Venting Event, including details of the Off-Specification CO₂ Event or Delivery Pipeline Maintenance Event (as applicable) which relates to such Downstream CO₂ Venting Event,

in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) as soon as reasonably practicable and in any event no later than twenty-four (24) hours after

the start of each Downstream CO₂ Venting Event (a "**Downstream CO₂ Venting Event Start Notification**");

- (B) submit details to the Waste ICC Contract Counterparty of:
 - (i) the end time (to the nearest minute) of each Downstream CO₂ Venting Event;
 - (ii) the total duration of each Downstream CO₂ Venting Event;
 - (iii) the CO₂ T&S Delivery Point Pipeline Data; and
 - (iv) the Measured Downstream CO₂ Vented and Measured Downstream CO₂ Rich Stream Vented for each Settlement Unit (*i*) in which each Downstream CO₂ Venting Event commenced for the purposes of the Waste ICC Contract Settlement Activities,

in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) as soon as reasonably practicable and in any event no later than twenty-four (24) hours after the end of each such Downstream CO₂ Venting Event (a "**Downstream CO₂ Venting Event End Notification**" and together with Downstream CO₂ Venting Start Notification, "**Downstream CO₂ Venting Notifications**");

- (C) ensure that all Downstream CO₂ Venting Notifications provided by or on behalf of the Emitter pursuant to Condition 25.1(A) and Condition 25.1(B) are true, complete and accurate in all material respects and are not misleading;
- (D) if the Emitter becomes aware at any time that any Downstream CO₂ Venting Notification submitted pursuant to Condition 25.1(A) or Condition 25.1(B) was not true, complete and accurate in all material respects and/or was misleading as at the date of submission, promptly:
 - (i) notify the Waste ICC Contract Counterparty of the relevant error(s); and
 - (ii) provide the Waste ICC Contract Counterparty with an updated Downstream CO₂ Venting Notification which is true, complete and accurate in all material respects and is not misleading (the "**Revised Downstream CO₂ Venting Event Notification**"), together with a Directors' Certificate and Supporting Information in relation to such data; and
- (E) if the Waste ICC Contract Counterparty notifies the Emitter that the Waste ICC Contract Counterparty considers that any Downstream CO₂ Venting Notification or Revised Downstream CO₂ Venting Event Notification submitted pursuant to Condition 25.1(A), Condition 25.1(B) or Condition 25.1(D)(ii) (as applicable) was not true, complete and accurate in all material respects and/or was misleading as at the date of submission, promptly investigate such issue and provide the Waste ICC Contract Counterparty with a Revised Downstream CO₂ Venting Event Notification together with a Directors' Certificate and Supporting Information in relation to such data.

26. **EMITTER UNDERTAKINGS: SUPPLY CHAIN REPORTING**

Supply Chain Report

- 26.1 The Emitter shall provide the Waste ICC Contract Counterparty with a Supply Chain Report (together with such Supporting Information as the Emitter considers to be relevant to the content of the Supply Chain Report):

- (A) no earlier than six (6) Months prior to the Milestone Delivery Date and no later than the Milestone Delivery Date;
- (B) no earlier than six (6) Months prior to the third (3rd) anniversary of the Start Date and no later than the third (3rd) anniversary of the Start Date; and
- (C) no earlier than six (6) Months prior to the seventh (7th) anniversary of the Start Date and no later than the seventh (7th) anniversary of the Start Date,

(each a **"Supply Chain Report Deadline"** and together the **"Supply Chain Report Deadlines"**).

26.2 Each Supply Chain Report shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Supply Chain Report.

26.3 The Emitter acknowledges and agrees that each Supply Chain Report shall be provided by the Waste ICC Contract Counterparty to the Secretary of State.

26.4 The Waste ICC Contract Counterparty shall:

- (A) if the Emitter has failed to submit a Supply Chain Report by the relevant Supply Chain Report Deadline, no later than seven (7) Business Days after the relevant Supply Chain Report Deadline; or
- (B) if the Emitter has submitted a Supply Chain Report by the relevant Supply Chain Report Deadline, no later than forty(40) Business Days after the relevant Supply Chain Report Deadline,

give a notice to the Emitter (a **"Supply Chain Report Response Notice"**). A Supply Chain Report Response Notice shall specify whether the Emitter:

- (i) has or has not submitted a Supply Chain Report by the relevant Supply Chain Report Deadline; and/or
- (ii) has or has not submitted a Supply Chain Report which complies with the requirements set out in Annex 8 (*Form of Supply Chain Report*).

26.5 If the Waste ICC Contract Counterparty states in a Supply Chain Report Response Notice that:

- (A) the Supply Chain Report complies with the requirements set out in Annex 8 (*Form of Supply Chain Report*), then such Supply Chain Report shall be deemed to be approved by the Waste ICC Contract Counterparty as a valid Supply Chain Report and no Supply Chain Report Fees shall be payable in relation to such Supply Chain Report; or
- (B) the:
 - (i) Supply Chain Report does not comply with the requirements set out in Annex 8 (*Form of Supply Chain Report*) and is therefore not a valid Supply Chain Report; or
 - (ii) Emitter has failed to submit a valid Supply Chain Report by the relevant Supply Chain Report Deadline,

then the Supply Chain Report Fees shall be payable by the Emitter.

Payment of Supply Chain Report Fees

- 26.6 Subject to Condition 26.7, if Condition 26.5(B) applies, the Emitter shall pay the Supply Chain Report Fees in respect of the relevant Supply Chain Report to the Waste ICC Contract Counterparty by the date each Supply Chain Report Fee is due and payable, provided that if at any time after the relevant Supply Chain Report Deadline the Emitter submits the relevant Supply Chain Report to the Waste ICC Contract Counterparty which the Waste ICC Contract Counterparty subsequently confirms under Condition 26.5(A) complies with the requirements of Annex 8 (*Form of Supply Chain Report*), then no further Supply Chain Report Fees shall be payable by the Emitter in relation to such Supply Chain Report.
- 26.7 Any Supply Chain Report Fees that accrue prior to the Start Date shall not be due and payable by the Emitter unless and until the Start Date has occurred, except to the extent that any amounts become due and payable by the Waste ICC Contract Counterparty to the Emitter prior to the Start Date whereby such Supply Chain Report Fees shall become due and payable.

Set-off of Supply Chain Report Fees

- 26.8 Without prejudice to the generality of Condition 15 (*Set-off*), the Waste ICC Contract Counterparty may set off any Supply Chain Report Fees that are due and payable by the Emitter against any amounts that are due and payable to the Emitter under the Waste ICC Contract.

27. EMITTER UNDERTAKINGS: CARBON CAPTURE AND CO₂ UTILISATION

Application

- 27.1 This Condition 27 (*Emitter Undertakings: Carbon Capture and CO₂ Utilisation*) shall apply to the Waste ICC Contract only if it is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement.

Undertaking: Carbon Capture and CO₂ Utilisation

- 27.2 With effect from the Start Date, the Emitter shall ensure that no CO₂ is directed from the Installation to CO₂ Utilisation unless and until:
- (A) the Waste ICC Contract Counterparty has approved the commencement of CO₂ Utilisation pursuant to this Condition 27 (*Emitter Undertakings: Carbon Capture and CO₂ Utilisation*); and
 - (B) the Secretary of State has provided their written consent to the commencement of CO₂ Utilisation pursuant to the Grant Funding Agreement (with the imposition of any conditions on the Emitter as deemed necessary).

Notification of CCU

- 27.3 If the Emitter intends to commence CO₂ Utilisation, the Emitter shall give a notice to the Waste ICC Contract Counterparty (a "**CCU Notice**"). A CCU Notice shall, as a minimum, include the following:
- (A) the date on which the Emitter intends to commence CO₂ Utilisation;
 - (B) details of the Outlet CO₂ Metering Equipment that will be used to measure the Metered CO₂ Output to CCU and the Metered CO₂ Rich Stream Output to CCU;
 - (C) details of the CO₂ Utilisation Metering Point(s) and CO₂ Utilisation Analysis Point(s); and

- (D) a revised version of the schematic diagram referred to in paragraph 3(E) (*CO₂ Capture*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*).

27.4 Each CCU Notice shall be accompanied by:

- (A) such Supporting Information as the Emitter considers necessary to enable the Waste ICC Contract Counterparty to evaluate whether to approve the commencement of CCU;
- (B) a Directors' Certificate in relation to the information contained in, and enclosed with, the CCU Notice; and
- (C) written confirmation from the Waste ICC Contract Settlement Services Provider that:
 - (i) it has received the Waste ICC Contract Settlement Required Information which is required from the Emitter prior to the commencement of CO₂ Utilisation; and
 - (ii) the Emitter has in place the systems and processes which are necessary for the continued provision of the Waste ICC Contract Settlement Required Information in relation to CO₂ Utilisation.

27.5 The Waste ICC Contract Counterparty shall, no later than thirty (30) Business Days after receipt of a CCU Notice, give a notice to the Emitter (a "**CCU Response Notice**"). A CCU Response Notice shall specify whether:

- (A) the CCU Notice does or does not comply with the requirements set out in Condition 27.3 and Condition 27.4 (*Notification of CCU*); and
- (B) the Waste ICC Contract Counterparty (acting reasonably) does or does not approve the commencement of CO₂ Utilisation; or
- (C) the Waste ICC Contract Counterparty has not been provided with sufficient Supporting Information to determine whether:
 - (i) the CCU Notice complies with the requirements set out in Condition 27.3 and Condition 27.4 (*Notification of CCU*); and
 - (ii) the Waste ICC Contract Counterparty does or does not approve the commencement of CO₂ Utilisation,

in which case, the Waste ICC Contract Counterparty shall provide details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine (as relevant) whether the CCU Notice complies with the requirements set out in Condition 27.3 and Condition 27.4 (*Notification of CCU*) and/or whether the Waste ICC Contract Counterparty approves the commencement of CO₂ Utilisation (the "**Requested CCU Supporting Information**").

27.6 If the Waste ICC Contract Counterparty states in a CCU Response Notice that:

- (A) the CCU Notice complies with the requirements set out in Condition 27.3 and Condition 27.4 (*Notification of CCU*) and the Waste ICC Contract Counterparty approves the commencement of CO₂ Utilisation as specified in the CCU Notice, then the Emitter shall be authorised to commence CO₂ Utilisation as specified in the CCU Notice on and from the date of the CCU Response Notice;
- (B) the CCU Notice does not comply with the requirements set out in Condition 27.3 and Condition 27.4 (*Notification of CCU*) and consequently the Waste ICC Contract Counterparty does not approve the commencement of CO₂ Utilisation as specified in

the CCU Notice, then the Emitter shall not be authorised to commence CO₂ Utilisation unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or

- (C) the Waste ICC Contract Counterparty requires the Emitter to provide the Requested CCU Supporting Information:
- (i) the Emitter shall provide the Requested CCU Supporting Information as soon as reasonably practicable, and in any event no later than twenty (20) Business Days following receipt of a CCU Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty in writing; and
 - (ii) upon receipt of the Requested CCU Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than thirty (30) Business Days after receipt of such Requested CCU Supporting Information, give a further CCU Response Notice to the Emitter (a **"Further CCU Response Notice"**). A Further CCU Response Notice shall specify whether the Waste ICC Contract Counterparty approves or does not approve the commencement of CO₂ Utilisation as specified in the CCU Notice.

27.7 Nothing in this Condition 27 (*Emitter Undertakings: Carbon Capture and CO₂ Utilisation*) shall require the Waste ICC Contract Counterparty to specify in any CCU Response Notice or Further CCU Response Notice that the Waste ICC Contract Counterparty approves the commencement of CO₂ Utilisation, unless and until the Waste ICC Contract Counterparty is satisfied of the same.

28. EMITTER UNDERTAKINGS: INFORMATION PROVISION AND NO CUMULATION OF SUBSIDY, STATE AID, UNION FUNDING AND/OR INTERNATIONAL FUNDING

Provision of Information to the Waste ICC Contract Counterparty

28.1 In addition and without prejudice to its obligations under Condition 3.7 (*Operational Conditions Precedent: General Reporting Obligations*), Condition 4.8 (*Difficulties in achieving the Milestone Requirement*), Condition 20.1 (*Emitter undertakings: General*) and Condition 57.5 (*Provision of Force Majeure information*), the Emitter, acting in accordance with the Reasonable and Prudent Standard, shall provide the Waste ICC Contract Counterparty (and, if requested by the Waste ICC Contract Counterparty, the Waste ICC Contract Settlement Services Provider) with:

- (A) the Emitter's estimate of:
- (i) the expected Start Date;
 - (ii) the Achieved CO₂ Capture Rate, the Achieved CO₂ Storage Rate, the Achieved CO₂ Utilisation Rate, the Metered CO₂ Output, the Metered CO₂ Output to CCU, the Metered CO₂ Output to T&S, the Metered CO₂ Rich Stream Output to T&S and the Measured CO₂ Input; and
 - (iii) the commissioning profile of the Installation,
- each such estimate to be provided on the Agreement Date and at monthly intervals thereafter;
- (B) all Information requested by the Waste ICC Contract Counterparty (acting reasonably):
- (i) to comply with its responsibilities and obligations under the Waste ICC Contract (including the Waste ICC Contract Settlement Required Information);
 - (ii) in relation to

the exercise of its rights, powers or discretions under the Waste ICC Contract; or (iii) where it has the right to receive such Information under the Waste ICC Contract, such Information to be provided, unless otherwise expressly stated in the Waste ICC Contract, as soon as reasonably practicable, and no later than five (5) Business Days (or, if such Information is not within the possession of the Emitter, no later than ten (10) Business Days) or such longer period as is specified by the Waste ICC Contract Counterparty, after the Information is requested;

- (C) all Information requested by the Waste ICC Contract Counterparty (acting reasonably) to conduct "know your customer" or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the Waste ICC Contract and the other Waste ICC Documents, such Information to be provided as soon as reasonably practicable, and in any event no later than twenty (20) Business Days (or, if such Information is not within the possession of the Emitter, no later than thirty (30) Business Days) or such longer period as is specified by the Waste ICC Contract Counterparty following receipt of the Waste ICC Contract Counterparty's request. Any Information provided by the Emitter to the Waste ICC Contract Counterparty under this Condition 28.1(C) shall be accompanied by a Directors' Certificate in respect of such Information;
- (D) all Information relating to the T&S Charges (including any invoice provided by the relevant T&S Operator to the Emitter), such Information to be provided as soon as reasonably practicable, and no later than three (3) Business Days after the relevant T&S Operator has notified the Emitter of the same;
- (E) all Information relating to any planned outage or planned maintenance of the relevant T&S Network (including any maintenance programme prepared by the relevant T&S Operator) such information to be provided as soon as reasonably practicable, and no later than three (3) Business Days after the relevant T&S Operator has notified the Emitter of the same;
- (F) only if this Condition is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, all Information requested by the Waste ICC Contract Counterparty (acting reasonably) relating to any Delivery Pipeline Maintenance Event, such information to be provided as soon as reasonably practicable, and no later than 5 Business Days after the Emitter becomes aware of the same;
- (G) all Information the Emitter receives from the relevant T&S Operator relating to any Capacity Constraint (as defined in the CCS Network Code), such information to be provided as soon as reasonably practicable, and in any event no later than three (3) Business Days after the relevant T&S Operator provides such Information to the Emitter;
- (H) the Forecast Data, such Forecast Data to be provided:
 - (i) no later than ten (10) Business Days after the Agreement Date, for the period from the expected Start Date to the following 31 March and in respect of each Month (or part of a Month) during such period (but only if the Start Date is expected to occur before the following 31 March);
 - (ii) no later than 31 January in each year (or, in relation to the first (1st) such forecast, and if the Agreement Date is after 31 January, no later than ten (10) Business Days after the Agreement Date) for the twelve (12) Month period commencing on 1 April in the following year in respect of each Month (or part of a Month) during such period, provided that either:
 - (a) such period commences after the Start Date; or

- (b) the Start Date is expected to occur during such period; and
 - (iii) no later than six (6) Months prior to the expected Start Date (as provided by the Emitter at intervals in accordance with Condition 28.1(A)(i)), for the twelve (12) Month period commencing on the expected Start Date; and
 - (iv) no later than five (5) Business Days prior to the first (1st) day of each Month after the Start Date in respect of the next thirty-six (36) Months;
- (I) notification of the occurrence of any event or circumstance which will or is reasonably likely to affect significantly the:
 - (i) Achieved CO₂ Capture Rate;
 - (ii) Achieved CO₂ Storage Rate;
 - (iii) Achieved CO₂ Utilisation Rate;
 - (iv) Measured CO₂ Input (including a breakdown of the relevant components therein);
 - (v) Metered CO₂ Output (including a breakdown of the relevant components therein);
 - (vi) Metered CO₂ Output to CCU;
 - (vii) Metered CO₂ Rich Stream Output to T&S;
 - (viii) T&S Charges;
 - (ix) Monthly GGR Credit Revenue Payment; and
 - (x) any Information provided by the Emitter pursuant to Condition 28.1(C),

together with Supporting Information in respect of the reasons for such event or circumstance and the impact on (i) to (x), such notification to be provided as soon as reasonably practicable, and no later than five (5) Business Days after the Emitter has become aware of such an event or circumstance;
- (J) all Information reasonably requested by the Waste ICC Contract Counterparty regarding the financial condition, business or operations of the Emitter to enable or assist the Waste ICC Contract Counterparty to fulfil the Waste ICC Contract Counterparty Permitted Purposes, such Information to be provided as soon as reasonably practicable and no later than ten (10) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after such Information is requested;
- (K) all Information reasonably requested by the Waste ICC Contract Counterparty for the purposes of: (i) compiling and evaluating statistics relating to the outcomes of the Waste ICC Contract and the CCUS Programme and the impact of the CCUS Programme across a range of social and economic factors; and (ii) publishing material relating thereto, including announcements and reports describing the general outcomes, merits and achievements relating to the CCUS Programme, such Information to be provided as soon as reasonably practicable and no later than ten (10) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after such Information is requested;
- (L) as soon as reasonably practicable upon request, all Information reasonably requested by the Waste ICC Contract Counterparty for the purposes of assessing compliance by

the Emitter with the Measurement Obligations, the CO₂ Measurement Data Obligation and/or the Biogenic LTSS Obligations;

- (M) as soon as reasonably practicable upon becoming aware of them, the details of any litigation, arbitration or administrative suit or proceeding, adjudication, expert determination, Tax claim, or Tax investigation against the Emitter which is current; pending before any court, arbitral or other tribunal, administrative or regulatory body or, as the case may be, expert; or, so far as the Emitter is aware, for which a formal written notice before action or similar threatening such suit or proceedings has been received and which, if adversely determined, would have or would be reasonably likely to have a Material Adverse Effect;
- (N) the Expected Installation Data, such Expected Installation Data to be provided:
 - (i) no later than two (2) Months after the Agreement Date;
 - (ii) no later than two (2) Months after the Milestone Delivery Date; and
 - (iii) no later than the 31 January in each year during the Term, starting with the year after the year in which the Milestone Delivery Date falls,

except that where the Expected Installation Data has not changed significantly since the last submission by the Emitter to the Waste ICC Contract Counterparty of such information, the Emitter is not required to resubmit the Expected Installation Data but must submit to the Waste ICC Contract Counterparty a written confirmation, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that such information has not changed significantly since the last submission;

- (iv) as soon as reasonably practicable and in any event no later than ten (10) Business Days after the Emitter has become aware of the occurrence of any event or circumstance which will, or is reasonably likely to, significantly affect the accuracy of the Expected Installation Data last submitted; and
 - (v) as soon as reasonably practicable and in any event no later than ten (10) Business Days after receipt of a written request by the Waste ICC Contract Counterparty,
- (O) as soon as reasonably practicable, all Information (kept to the Reasonable and Prudent Standard) reasonably requested that represents the status and progress of the Project to date against contractual and Project milestones, showing the critical path of the Project towards these milestones up to the delivery of the OCP Notice relating to the fulfilment of the final Operational Condition Precedent.

Forecast Data

28.2 For the purposes of Condition 28.1(G), the "**Forecast Data**" means:

- (A) the Achieved CO₂ Capture Rate;
- (B) the Achieved CO₂ Storage Rate;
- (C) the Achieved CO₂ Utilisation Rate;
- (D) the Metered CO₂ Output (including a breakdown of the relevant components therein);
- (E) the Metered CO₂ Output to CCU;

- (F) the Metered CO₂ Rich Stream Output to T&S;
- (G) the Measured CO₂ Input (including a breakdown of the relevant components therein);
- (H) the T&S Charges;
- (I) the Monthly GGR Credit Revenue Payment; and
- (J) the Installation FE Multiplier,

in each case in relation to the period referred to in Condition 28.1(G).

Accuracy of Information

28.3 The Emitter shall ensure that:

- (A) all forecasts, forward-looking statements and data provided by or on behalf of the Emitter pursuant to Condition 28.1 are prepared in good faith, on a reasonable basis and with due care and attention; and
- (B) all other Information provided by or on behalf of the Emitter pursuant to Condition 28.1 is true, complete and accurate in all material respects and is not misleading.

Suspension of payments (Failure to provide KYC information)

28.4 If the Emitter fails to comply with Condition 28.1(C), the Waste ICC Contract Counterparty may elect to suspend payment of any amount(s) which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is not in compliance with such Condition, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any amounts; and (ii) the date from which it proposes to effect such suspension.

28.5 If the Emitter subsequently provides the Waste ICC Contract Counterparty with the Information (accompanied by a Directors' Certificate) requested pursuant to Condition 28.1(C), any suspension under Condition 28.4 shall cease and the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 28.4. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Emitter pursuant to this Condition 28.5.

Warranty: No cumulation of Subsidy

28.6 The Emitter represents and warrants to the Waste ICC Contract Counterparty that, as at the Start Date, the following statement is true, accurate and not misleading:

- (A) no Subsidy, State aid Union Funding and/or International Funding has been received in relation to the costs of the Project (regardless of whether such subsidy, aid and/or funding is received by the Emitter or by any other person), other than:
 - (i) the subsidy arising under the Waste ICC Contract, the Grant Funding Agreement and/or any Approved Scheme of Funding; or
 - (ii) any Subsidy, State aid, Union Funding and/or International Funding notified to the Waste ICC Contract Counterparty in accordance with the process for the satisfaction or waiver of the Subsidy Control Declaration Operational CP.

Undertaking: No cumulation of Subsidy, State aid, Union Funding and/or International Funding

- 28.7 With effect from the Subsidy Control Declaration Date, the Emitter undertakes to the Waste ICC Contract Counterparty as follows:
- (A) the Emitter shall at all times ensure that no Subsidy, State aid, Union Funding and/or International Funding is received in relation to the costs of the Project (regardless of whether such subsidy, aid and/or funding is received by the Emitter or by any other person), other than the subsidy arising under the Waste ICC Contract;
 - (B) *Notification*: the Emitter shall:
 - (i) give notice to the Waste ICC Contract Counterparty as soon as reasonably practicable upon becoming aware that any Subsidy, State aid, Union Funding and/or International Funding has been received in relation to the costs of the Project (regardless of whether such subsidy, aid and/or funding is received by the Emitter or by any other person, or is received before, on or after the Subsidy Control Declaration Date) (other than any Subsidy, State aid, Union Funding and/or International Funding of the types described at Condition 28.6(A)(i) and Condition 28.6(A)(ii)); and
 - (ii) provide the Waste ICC Contract Counterparty with such Supporting Information regarding compliance or non-compliance by the Emitter with the undertaking in Condition 28.7(A) as the Waste ICC Contract Counterparty reasonably requires, as soon as reasonably practicable and in any event no later than thirty (30) Business Days following receipt of the Waste ICC Contract Counterparty's request. Any Supporting Information provided by an Emitter to the Waste ICC Contract Counterparty under this Condition 28.7(B)(ii) shall be accompanied by a Directors' Certificate in respect of such Supporting Information; and
 - (C) *Repayment*: the Emitter shall repay or procure the repayment of any Subsidy, State aid, Union Funding and/or International Funding which has been received in relation to the costs of the Project (regardless of whether such subsidy, aid and/or funding is received by the Emitter or by any other person or is received before, on or after the Subsidy Control Declaration Date) (as adjusted for interest in accordance with Condition 28.13 (*Subsidy Interest*)) to the granter of such subsidy, aid or funding (other than any Subsidy, State aid, Union Funding and/or International Funding of the types described at Condition 28.6(A)(i) and 28.6(A)(ii).

Suspension of payments

- 28.8 If the Emitter breaches Condition 28.6 or fails to comply with Condition 28.7(A), the Waste ICC Contract Counterparty shall:
- (A) suspend payment of any amount(s) which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter, from the date the Waste ICC Contract Counterparty becomes aware that the Emitter has breached or failed to comply with such Condition (or as soon as reasonably practicable thereafter); and
 - (B) notify the Emitter of any suspension as soon as reasonably practicable.
- 28.9 If the Emitter evidences to the satisfaction of the Waste ICC Contract Counterparty that the Subsidy, State aid, Union Funding and/or International Funding (as adjusted for interest in accordance with Condition 28.13 (*Subsidy Interest*)) has been repaid in full to the granter, any suspension under Condition 28.8 shall cease and the Waste ICC Contract Counterparty shall (subject to Condition 28.11, where applicable) pay any amounts to the Emitter which would have been payable but for the operation of Condition 28.8. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No

Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Emitter pursuant to this Condition 28.9.

- 28.10 Any evidence provided by the Emitter to the Waste ICC Contract Counterparty pursuant to Condition 28.9 shall be accompanied by a Directors' Certificate in respect of such evidence.

Suspension of payments (Failure to provide Information)

- 28.11 If the Emitter fails to comply with Condition 28.7(B)(ii), the Waste ICC Contract Counterparty shall:
- (A) suspend payment of any amount(s) which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter, from the date the Waste ICC Contract Counterparty becomes aware that the Emitter failed to comply with such Condition (or as soon as reasonably practicable thereafter); and
 - (B) notify the Emitter of any suspension as soon as reasonably practicable.
- 28.12 Subject to Condition 28.8 and 28.17, if the Emitter subsequently provides the Waste ICC Contract Counterparty with the Supporting Information (accompanied by a Directors' Certificate) requested pursuant to Condition 28.7(B)(ii), any suspension under Condition 28.11 shall cease and the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 28.11. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable to the Emitter pursuant to this Condition 28.12.

Subsidy Interest

- 28.13 Interest shall be due and payable in relation to any amount of Subsidy, State aid, Union Funding and/or International Funding which has been received in relation to the costs of the Project (regardless of whether such subsidy, aid and/or funding is received by the Emitter or any other person), calculated on the basis that interest shall accrue on the outstanding balance of any such amount at the Subsidy Interest Rate from (and including) the date that the Subsidy, State aid, Union Funding and/or International Funding was received, to (but excluding): (i) the date that the Subsidy, State aid, Union Funding and/or International Funding and interest is repaid in full to the granter; (ii) where Condition 28.18 applies, the date that payments equivalent to the amount of Subsidy, State aid, Union Funding and/or International Funding and interest are recovered in full; or (iii) where Condition 3.74 (*Set-off of Previous Subsidy*) or 28.17 (*Set-off of Other Subsidy*) applies, the date the Subsidy, State aid, Union Funding and/or International Funding and interest are set off in full. For this purpose:
- (A) interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty-five (365) days;
 - (B) the "**Subsidy Interest Rate**" shall be either:
 - (i) the interest rate set out by the UK awarding body of the Subsidy;
 - (ii) the interest rate set out in any recovery order issued by a Subsidy Control Competent Authority; or
 - (iii) in the case of State aid, Union Funding or International Funding only, the interest rate that applies to recovery under the relevant State aid, Union Funding or International Funding scheme,

in each case as applicable, and if none of (i) to (iii) is applicable, the interest rate determined by the Waste ICC Contract Counterparty in accordance with the Interest Rate Methodology; and

- (C) to the extent that interest accrues for more than a year, the Subsidy Interest Rate shall be recalculated on an annual basis by the Waste ICC Contract Counterparty in accordance with the applicable methodology, and interest shall be compounded annually, so that interest accruing in the previous year shall be subject to interest in any subsequent year.

For the avoidance of doubt, interest pursuant to this Condition 28.13 shall not be due and payable in relation to any subsidy arising under the Waste ICC Contract.

Waiver of Emitter's Obligation to Repay Subsidy, State aid, Union Funding and/or International Funding

28.14 The Waste ICC Contract Counterparty shall agree by notice to waive the Emitter's obligation under Condition 28.7(C) if the Emitter evidences to the satisfaction of the Waste ICC Contract Counterparty that the granter of such Subsidy, State aid, Union Funding and/or International Funding refuses or is unable to accept the repayment of the Subsidy, State aid, Union Funding and/or International Funding (as adjusted for interest in accordance with Condition 28.13), in full or in part. If the Emitter seeks a waiver, the Emitter shall:

- (A) provide the Waste ICC Contract Counterparty with such Supporting Information as the Emitter considers to be relevant to evidence that the granter refuses or is unable to accept repayment in accordance with this Condition 28.14; and
- (B) provide the Waste ICC Contract Counterparty with such additional Supporting Information as the Waste ICC Contract Counterparty reasonably requires, as soon as reasonably practicable, and in any event no later than ten (10) Business Days following receipt of the Waste ICC Contract Counterparty's request,

in each case accompanied by a Directors' Certificate in respect of such Supporting Information.

28.15 If the Waste ICC Contract Counterparty agrees to waive the Emitter's obligation to repay Subsidy, State aid, Union Funding and/or International Funding pursuant to Condition 28.7(C):

- (A) the Waste ICC Contract Counterparty shall also notify the Emitter of:
 - (i) the amount of Subsidy, State aid, Union Funding and/or International Funding (as adjusted for interest in accordance with Condition 28.13) which has not been repaid to the granter as at that date (the "**Other Subsidy**"); and
 - (ii) the Subsidy Interest Rate currently applicable;
- (B) Condition 28.17 shall apply; and
- (C) subject to Condition 28.17, the suspension under Condition 28.8(A) shall cease and the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 28.8(A). The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amounts payable pursuant to this Condition 28.15(C).

28.16 Nothing in this Condition 28 (*Emitter undertakings: Information provision and no cumulation of Subsidy, State aid, Union Funding and/or International Funding*) shall require the Waste ICC Contract Counterparty to waive the Emitter's obligation under Condition 28.7(C), unless and

until the Waste ICC Contract Counterparty is satisfied that the requirements of Condition 28.14 have been met.

Set-off of Other Subsidy

- 28.17 Any amount of Other Subsidy (as adjusted for interest in accordance with Condition 28.13) shall be set off against any amounts payable to the Emitter under the Waste ICC Contract, so that no payment shall be made to the Emitter until such amount has been set off in its entirety.

Recovery

- 28.18 If the Waste ICC Contract expires or terminates and any amount of Subsidy, State aid, Union Funding and/or International Funding (as adjusted for interest in accordance with Condition 28.13) has not yet been repaid in full pursuant to Condition 28.7(C) or set off in full pursuant to Condition 3.74 (*Set-off of Previous Subsidy*) or Condition 28.17 (*Set-off of Other Subsidy*), the Waste ICC Contract Counterparty shall be entitled to recover any payments made to the Emitter under the Waste ICC Contract, up to the value of the outstanding amount. The Waste ICC Contract Counterparty shall give notice to the Emitter of the outstanding amount and the currently applicable Subsidy Interest Rate and the Emitter shall repay or procure the repayment of the notified amount (as adjusted for interest in accordance with Condition 28.13) to the Waste ICC Contract Counterparty within ten (10) Business Days from the date of the notice.

Part 7
Changes in Law

29. QUALIFYING CHANGE IN LAW: PROCEDURE

Waste ICC Contract Counterparty QCiL Notice

29.1 If the Waste ICC Contract Counterparty considers that a Qualifying Change in Law has been implemented, occurred or become effective (or is shortly to be implemented, occur or become effective), it may give a notice to the Emitter (a **"Waste ICC Contract Counterparty QCiL Notice"**). A Waste ICC Contract Counterparty QCiL Notice shall:

- (A) include reasonable details of the relevant Qualifying Change in Law;
- (B) specify the QCiL Effective Date or the Expected QCiL Effective Date (as appropriate);
- (C) specify why the Waste ICC Contract Counterparty considers that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, including whether the Waste ICC Contract Counterparty considers the Qualifying Change in Law to be a Discriminatory Change in Law, a Specific Change in Law or an Other Change in Law; and
- (D) (if the Waste ICC Contract Counterparty considers it reasonably practicable to do so) specify whether the Waste ICC Contract Counterparty considers that the Notified Change in Law will give rise to or result in:
 - (i) QCiL Operating Costs or QCiL Operating Savings;
 - (ii) QCiL Capital Costs or QCiL Capital Savings;
 - (iii) an Adjusted Capture Period (and, if so, the Waste ICC Contract Counterparty's ACP Estimate);
 - (iv) a QCiL Construction Event; and/or
 - (v) a QCiL Operations Cessation Event.

Emitter QCiL Response Notice

29.2 If the Waste ICC Contract Counterparty gives a Waste ICC Contract Counterparty QCiL Notice to the Emitter, the Emitter shall as soon as reasonably practicable, and in any event no later than forty (40) Business Days after receipt of such Waste ICC Contract Counterparty QCiL Notice, give a notice to the Waste ICC Contract Counterparty (an **"Emitter QCiL Response Notice"**). An Emitter QCiL Response Notice shall:

- (A) specify whether the Emitter considers that the Notified Change in Law constitutes or will constitute, a Qualifying Change in Law (and, if the Emitter does not consider that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, the Emitter shall include Supporting Information, in reasonable detail, which the Emitter considers to be relevant to and supportive of that conclusion);
- (B) include either:
 - (i) a statement that the Emitter agrees with the QCiL Effective Date or the Expected QCiL Effective Date specified in the Waste ICC Contract Counterparty QCiL Notice; or

- (ii) if the Emitter does not agree with the QCiL Effective Date or the Expected QCiL Effective Date specified in the Waste ICC Contract Counterparty QCiL Notice, an alternative QCiL Effective Date or Expected QCiL Effective Date;
- (C) specify whether the Emitter considers that the Notified Change in Law will give rise to or result in:
 - (i) QCiL Operating Costs or QCiL Operating Savings and, if so, include the Emitter's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);
 - (ii) QCiL Capital Costs or QCiL Capital Savings and, if so, include the Emitter's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);
 - (iii) an Adjusted Capture Period and, if so, the Emitter's ACP Estimate;
 - (iv) a QCiL Construction Event and, if so, the Emitter's good faith estimate of the QCiL Construction Event Costs and QCiL Construction Event Savings; and/or
 - (v) a QCiL Operations Cessation Event and, if so, the Emitter's good faith estimate of the QCiL Operations Cessation Event Costs and QCiL Operations Cessation Event Savings,

and include such Supporting Information, in reasonable detail, as the Emitter considers to be relevant to and supportive of the foregoing; and
- (D) include Supporting Information evidencing, in reasonable detail, the steps that the Emitter has taken and/or proposes to take to comply with Condition 52.3 (*Mitigation*) and the Reasonable and Prudent Standard,

(the information referred to or specified in paragraphs (A) to (D) above being "**QCiL Response Information**").

- 29.3 If the Emitter, in an Emitter QCiL Response Notice, indicates that it does not consider that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, it shall nonetheless provide the QCiL Response Information on the basis of an assumption that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law.
- 29.4 Any Emitter QCiL Response Notice shall be accompanied by a Directors' Certificate in relation to the QCiL Response Information which states (without prejudice to the generality of the certification required pursuant to this Condition 29.4) whether, in the opinion of the Emitter, having made all due and careful enquiries, the Notified Change in Law is or will be a Qualifying Change in Law.
- 29.5 If the Emitter becomes aware before any QCiL Compensation is agreed or determined, or paid, commenced or effected, pursuant to this Part 7 (*Changes in Law*) that any of the QCiL Response Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 29.4), the Emitter shall as soon as reasonably practicable:
 - (A) notify the Waste ICC Contract Counterparty that this is the case; and
 - (B) provide the Waste ICC Contract Counterparty with the updated, corrected information (the "**Revised Emitter QCiL Response Information**"), together with a Directors' Certificate in relation to the Revised Emitter QCiL Response Information.

- 29.6 The Waste ICC Contract Counterparty may, by notice to the Emitter no later than thirty (30) Business Days after receipt of an Emitter QCiL Response Notice or any Revised Emitter QCiL Response Information, require the Emitter to provide such Supporting Information in relation to that Emitter QCiL Response Notice or, as the case may be, the Revised Emitter QCiL Response Information (an **"Emitter QCiL Response Notice Information Request"**) as the Waste ICC Contract Counterparty reasonably requests.
- 29.7 If the Waste ICC Contract Counterparty gives an Emitter QCiL Response Notice Information Request to the Emitter, the Emitter shall, no later than thirty (30) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the Waste ICC Contract Counterparty.

Emitter QCiL Notice

- 29.8 If the Emitter considers that a Qualifying Change in Law has been implemented, occurred or become effective or is shortly to be implemented, occur or become effective, it may give a notice to the Waste ICC Contract Counterparty (an **"Emitter QCiL Notice"**). An Emitter QCiL Notice shall:
- (A) include reasonable details of the relevant Qualifying Change in Law;
 - (B) specify the QCiL Effective Date or the Expected QCiL Effective Date (as appropriate);
 - (C) specify why the Emitter considers that the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law, including whether the Emitter considers the Qualifying Change in Law to be a Discriminatory Change in Law, a Specific Change in Law or an Other Change in Law (and including Supporting Information, in reasonable detail, which the Emitter considers to be relevant to and supportive of that conclusion);
 - (D) specify whether the Emitter considers that the Notified Change in Law will give rise to or result in:
 - (i) QCiL Operating Costs or QCiL Operating Savings and, if so, include the Emitter's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);
 - (ii) QCiL Capital Costs or QCiL Capital Savings and, if so, include the Emitter's good faith estimate of such amounts and the profile of the incurrence of, or the making or receipt of, such costs or savings (as applicable);
 - (iii) an Adjusted Capture Period and, if so, the Emitter's ACP Estimate;
 - (iv) a QCiL Construction Event and, if so, the Emitter's good faith estimate of the QCiL Construction Event Costs and QCiL Construction Event Savings; and/or
 - (v) a QCiL Operations Cessation Event and, if so, the Emitter's good faith estimate of the QCiL Operations Cessation Event Costs and QCiL Operations Cessation Event Savings,

and include such Supporting Information, in reasonable detail, as the Emitter considers to be relevant to and supportive of the foregoing; and
 - (E) include Supporting Information evidencing, in reasonable detail, the steps that the Emitter has taken and/or proposes to take to comply with Condition 52.3 (*Mitigation*) and the Reasonable and Prudent Standard,

(the information referred to or specified in paragraphs (A) to (E) above being "**QCiL Supporting Information**").

- 29.9 Any Emitter QCiL Notice shall be accompanied by a Directors' Certificate in relation to the QCiL Supporting Information which states (without prejudice to the generality of the certification required pursuant to this Condition 29.9) whether, in the opinion of the Emitter, having made all due and careful enquiries, the Notified Change in Law is or will be a Qualifying Change in Law.
- 29.10 If the Emitter becomes aware before any QCiL Compensation is agreed or determined, or paid, commenced or effected, pursuant to this Part 7 (*Changes in Law*) that any of the QCiL Supporting Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 29.9), the Emitter shall as soon as reasonably practicable:
- (A) notify the Waste ICC Contract Counterparty that this is the case; and
 - (B) provide the Waste ICC Contract Counterparty with the updated, corrected information (the "**Revised Emitter QCiL Information**"), together with a Directors' Certificate in relation to the Revised Emitter QCiL Response Information.
- 29.11 The Waste ICC Contract Counterparty may, by notice to the Emitter no later than thirty (30) Business Days after receipt of an Emitter QCiL Notice or any Revised Emitter QCiL Information, require the Emitter to provide such Supporting Information in relation to that Emitter QCiL Notice or, as the case may be, the Revised Emitter QCiL Information (an "**Emitter QCiL Notice Information Request**") as the Waste ICC Contract Counterparty reasonably requests.
- 29.12 If the Waste ICC Contract Counterparty gives an Emitter QCiL Notice Information Request to the Emitter, the Emitter shall, no later than thirty (30) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the Waste ICC Contract Counterparty.
- 29.13 The Waste ICC Contract Counterparty shall be under no obligation to consider or take any action in response to an Emitter QCiL Notice unless and until the Emitter shall have provided the Waste ICC Contract Counterparty with all of the QCiL Supporting Information, and the Directors' Certificate, in respect of such Emitter QCiL Notice.

Agreement between the Parties in respect of a Qualifying Change in Law

- 29.14 As soon as reasonably practicable, and in any event no later than fifteen (15) Business Days, after either:
- (A) the Waste ICC Contract Counterparty receives from the Emitter an Emitter QCiL Notice and the associated Directors' Certificate (or, if the Waste ICC Contract Counterparty gives the Emitter an Emitter QCiL Notice Information Request, fifteen (15) Business Days after the Waste ICC Contract Counterparty has received the requested Supporting Information); or
 - (B) the Waste ICC Contract Counterparty receives from the Emitter an Emitter QCiL Response Notice and the associated Directors' Certificate (or, if the Waste ICC Contract Counterparty gives the Emitter an Emitter QCiL Response Notice Information Request, fifteen (15) Business Days after the Waste ICC Contract Counterparty has received the requested Supporting Information),

the Parties shall meet to discuss and, in good faith, seek to agree:

- (i) whether the Notified Change in Law constitutes, or will constitute, a Qualifying Change in Law;
- (ii) in respect of a Qualifying Change in Law:
 - (a) the QCiL Effective Date or the Expected QCiL Effective Date (as appropriate);
 - (b) whether the Notified Change in Law will, or is reasonably expected to, result in:
 - (1) QCiL Net Operating Costs or QCiL Net Operating Savings;
 - (2) QCiL Net Capital Costs or QCiL Net Capital Savings;
 - (3) an Adjusted Capture Period (and, if so, the impact, or the reasonably anticipated impact, of the Notified Change in Law on the Metered CO₂ Output to T&S);
 - (4) a QCiL Construction Event; and/or
 - (5) a QCiL Operations Cessation Event;
 - (c) the amounts, forecasts and estimates applicable to that Qualifying Change in Law referred to in Condition 29.2(C) or Condition 29.8(D) (as appropriate);
 - (d) the steps or additional steps, as the case may be, which the Emitter should take to comply with Condition 52.3 (*Mitigation*) and the Reasonable and Prudent Standard; and
 - (e) any other matters necessary to determine the quantum of the QCiL Compensation;
- (iii) the QCiL Compensation in respect of such Qualifying Change in Law; and
- (iv) the QCiL Compensation Date.

Disputes in respect of a Qualifying Change in Law

- 29.15 If the Parties are not able to agree any of the matters in Condition 29.14, either Party may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.
- 29.16 Until the Dispute has been resolved by agreement between the Parties or determination in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no QCiL Compensation payable.

30. QUALIFYING CHANGE IN LAW: COMPENSATION

Categories of Qualifying Change in Law compensation

- 30.1 Subject to Condition 30.3 and Condition 30.4, compensation in respect of a Qualifying Change in Law shall be calculated:

- (A) if there are QCiL Operating Costs or QCiL Operating Savings, in accordance with Conditions 30.6 to 30.11 (inclusive) (a "**QCiL Opex Payment**");
 - (B) if there are QCiL Capital Costs or QCiL Capital Savings, in accordance with Conditions 30.12 to 30.19 (inclusive) (a "**QCiL Capex Payment**");
 - (C) if there is an Adjusted Capture Period, in accordance with Conditions 30.20 to 30.24 (inclusive) (a "**QCiL Adjusted Capture Payment**");
 - (D) if there is a QCiL Construction Event, in accordance with Conditions 30.25 to 30.28 (inclusive) (a "**QCiL Construction Event Payment**"); and/or
 - (E) if there is a QCiL Operations Cessation Event, in accordance with Conditions 30.29 to 30.32 (inclusive) (a "**QCiL Operations Cessation Event Payment**").
- 30.2 Any and all QCiL Compensation to be calculated in accordance with Condition 30.1 shall be payable in accordance with, and subject to, Condition 31 (*Qualifying Change in Law: Effective date and payment*), Condition 32 (*Qualifying Change in Law: True-up*) and Condition 34 (*Changes in Law: General provisions*).
- 30.3 If a Qualifying Change in Law occurs which gives rise to or results in: (i) QCiL Operating Costs; (ii) QCiL Capital Costs; (iii) a QCiL Adjusted Capture Payment; or (iv) any combination of the foregoing:
- (A) before the Start Date, and the amount of the QCiL Compensation that would otherwise be payable in respect of the estimated QCiL Operating Costs, QCiL Capital Costs and/or QCiL Adjusted Capture Payment is greater than the amount of the QCiL Construction Event Payment that would have been payable under Conditions 30.25 to 30.28 if such Qualifying Change in Law were to have constituted a QCiL Construction Event; or
 - (B) on or after the Start Date, and the amount of the QCiL Compensation that would otherwise be payable in respect of the estimated QCiL Operating Costs, QCiL Capital Costs and/or QCiL Adjusted Capture Payment is greater than the amount of the QCiL Operations Cessation Event Payment that would have been payable under Conditions 30.29 to 30.32 if such Qualifying Change in Law were to have constituted a QCiL Operations Cessation Event,
- then the amount of the QCiL Compensation payable by the Waste ICC Contract Counterparty to the Emitter in respect of the Qualifying Change in Law shall be limited to:
- (i) if Condition 30.3(A) applies, the amount of the QCiL Construction Event Payment that would have been payable under Conditions 30.25 to 30.28; or
 - (ii) if Condition 30.3(B) applies, the amount of the QCiL Operations Cessation Event Payment that would have been payable under Conditions 30.29 to 30.32.
- 30.4 If a UK ETS Conflict Change in Law, a UK ETS Alternative MRV Event and/or a Discriminatory UK ETS Financial Support Change in Law occurs, the Parties acknowledge and agree that:
- (A) the Emitter shall not be permitted to include in any Emitter QCiL Response Notice or Emitter QCiL Notice any claim:
 - (i) for QCiL Costs which have been, will be or are reasonably likely to arise on account of the Emitter's inability, failure or unwillingness to claim or recover any or all of the value of the Carbon Reference Price from any third party, such QCiL Costs being for the account of the Emitter; and

- (ii) in the case of a UK ETS Alternative MRV Event or a UK ETS Conflict Change in Law, for QCiL Costs which have been, will be or are reasonably likely to be incurred in respect of the Project by the Emitter where such costs are of a type that will also be incurred by Relevant Emitters which do not deploy CO₂ Capture Technology; and
 - (B) any QCiL Compensation payable by the Waste ICC Contract Counterparty shall exclude any such QCiL Costs.
- 30.5 If a Qualifying Change in Law occurs which results in the satisfaction of the Reversion UK ETS MRV Methodology Criterion, the Parties acknowledge and agree that:
- (A) the Emitter shall not be permitted to include in any Emitter QCiL Response Notice or Emitter QCiL Notice any claim for QCiL Costs which have been, will be or are reasonably likely to be incurred in respect of any Required UK ETS Alignment Reversion Amendment(s) which the Waste ICC Contract Counterparty proposes to effect pursuant to paragraph 1.3(A)(ii) (*Purpose of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*) of Annex 6 (*UK ETS Alignment Review*); and
 - (B) any QCiL Compensation payable by the Waste ICC Contract Counterparty shall exclude any such QCiL Costs.

QCIL Opex Payment

- 30.6 Any and all QCiL Opex Payments shall be effected, at the election of the Waste ICC Contract Counterparty (after consultation with the Emitter), either:
- (A) where the Qualifying Change in Law occurs, is implemented or becomes effective on or after the Start Date, as an adjustment to the Strike Price on an Ex-Ante basis provided that:
 - (i) if there are QCiL Net Operating Costs, the Strike Price shall be increased; and
 - (ii) if there are QCiL Net Operating Savings, the Strike Price shall be reduced; or
 - (B) irrespective of whether or not the relevant Qualifying Change in Law occurs, is implemented or becomes effective before, on or after the Start Date, as staged payments, either on an Ex-Ante and/or Ex-Post basis, which shall be payable:
 - (i) by the Waste ICC Contract Counterparty to the Emitter if there are QCiL Net Operating Costs; or
 - (ii) by the Emitter to the Waste ICC Contract Counterparty if there are QCiL Net Operating Savings.
- 30.7 For the purposes of Condition 30.6, each QCiL Opex Payment shall, subject to Condition 30.10, be an amount (*expressed in pounds (£)*) calculated in accordance with:
- (A) Condition 30.8 if the QCiL Opex Payment is to be effected as an adjustment to the Strike Price; or
 - (B) Condition 30.9 if the QCiL Opex Payment is to be paid by means of staged payments.
- 30.8 If Condition 30.7(A) applies, each QCiL Opex Payment shall be calculated in accordance with the following formula:

$$QCiL\ Opex\ Payment = \sum_{j=1}^n \frac{C_j - S_j}{(1 + R_s)^{j-1}} \times \frac{1}{EPCO2\_Out}$$

30.9 If Condition 30.7(B) applies, each QCiL Opex Payment shall be calculated in accordance with the following formula:

(A) if effected on an Ex-Ante basis:

$$QCiL\ Opex\ Payment = \sum_{j=1}^n \frac{C_j - S_j}{(1 + R_s)^{j-1}}$$

(B) if effected on an Ex-Post basis:

$$QCiL\ Opex\ Payment = \sum_{j=1}^n (C_j - S_j) \times (1 + R_s)^{j-1}$$

and the QCiL Opex Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Emitter would have received had the QCiL Opex Payment been effected as an adjustment to the Strike Price in accordance with Condition 30.7 and the Waste ICC Contract Counterparty may (after consultation with the Emitter) determine the frequency of such payments provided that the final staged payment shall be made within forty (40) Business Days of the Expiry Date.

30.10 For the purposes of the formulae in Condition 30.8 and Condition 30.9:

- j = a whole number integer from one (1) to n ; such integers referring to distinct time periods as follows:
- the first (1st) period ($j = 1$) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
 - the second (2nd) to the ($n-1$)th periods ($2 \leq j < n$) are consecutive periods of one (1) calendar year length each; and
 - the n th period ($j = n$) is the period starting on 1 January in the year in which the final QCiL Opex Payment is payable and ending on the date that such final QCiL Opex Payment is paid;
- n = a whole number integer which defines the number of calendar year periods (j) covered by the QCiL Opex Payment calculation, including the year in which the QCiL Compensation Date falls and the year in which the final QCiL Opex Payment is payable;
- C_j = subject to Condition 30.11(B), the QCiL Operating Costs in period (j), expressed in pounds (£) in real terms as at the QCiL Compensation Date;

- S_j = subject to Condition 30.11(B), the QCiL Operating Savings in period (j), expressed in pounds (£) in real terms as at the QCiL Compensation Date;
- R_s = the Post-Tax Real Discount Rate (*expressed as a percentage (%)*); and
- $EPCO2_{Out}$ = the Effective Projected CO₂ Output to T&S (*expressed in tCO₂*).

30.11 If a Qualifying Change in Law gives rise to or results in both: (i) QCiL Operating Costs or QCiL Operating Savings; and (ii) an Adjusted Capture Period, then:

- (A) subject to Condition 30.11(B), such QCiL Operating Costs or QCiL Operating Savings shall be used for the purposes of calculating the QCiL Opex Payment in accordance with Condition 30.6, Condition 30.7, Condition 30.8 and Condition 30.9; and
- (B) if and to the extent that any QCiL Operating Costs or QCiL Operating Savings are (or are reasonably likely to be) incurred, made or received solely in connection with, and during, the Adjusted Capture Period, such QCiL Operating Costs or QCiL Operating Savings shall be excluded from the calculation of the QCiL Opex Payment in accordance with Condition 30.6, Condition 30.7, Condition 30.8 and Condition 30.9 and shall instead be taken into account in the calculation of the QCiL Adjusted Capture Payment in accordance with Condition 30.20 and Condition 30.21 and/or Condition 30.22, Condition 30.23 or Condition 30.24 (as applicable).

QCIL Capex Payment

30.12 Any and all QCiL Capex Payments shall be effected, at the election of the Waste ICC Contract Counterparty (after consultation with the Emitter), as a lump sum payment and/or by means of staged payments which shall be payable:

- (A) by the Waste ICC Contract Counterparty to the Emitter if there are QCiL Net Capital Costs; or
- (B) by the Emitter to the Waste ICC Contract Counterparty where there are QCiL Net Capital Savings,

irrespective of whether or not the relevant Qualifying Change in Law occurs, is implemented or becomes effective before, on or after the Start Date.

30.13 For the purposes of Condition 30.12, each QCiL Capex Payment shall, subject to Condition 30.19, be an amount (*expressed in pounds (£)*) calculated in accordance with:

- (A) Condition 30.14, Condition 30.15 or Condition 30.16 (as applicable) if the QCiL Capex Payment is to be paid as a lump sum; or
- (B) Condition 30.17 if the QCiL Capex Payment is to be paid by means of staged payments.

30.14 If: (i) the QCiL Net Capital Costs or the QCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) on or prior to the QCiL Capex Payment Adjustment Date; and (ii) Condition 30.13(A) applies, the QCiL Capex Payment shall be calculated in accordance with the following formula:

$$QCiL \text{ Capex Payment} = \sum_{j=1}^n \frac{C_j - S_j}{(1 + R_s)^{j-1}}$$

- 30.15 If: (i) the QCiL Net Capital Costs or the QCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) after the QCiL Capex Payment Adjustment Date but prior to the expiry of the Initial Term; and (ii) Condition 30.13(A) applies, the QCiL Capex Payment shall be calculated in accordance with the following formula:

$$QCiL \text{ Capex Payment} = \frac{(L - X)}{(L - N)} \times \sum_{j=1}^n \frac{C_j - S_j}{(1 + R_s)^{j-1}}$$

- 30.16 If: (i) the QCiL Net Capital Costs or the QCiL Net Capital Savings are first incurred, made or realised (or reasonably expected to be first incurred, made or realised) after the expiry of the QCiL Capex Payment Adjustment Date and the Initial Term but prior to the expiry of the Extended Term (where relevant); and (ii) Condition 30.13(A) applies, the QCiL Capex Payment shall be calculated in accordance with the following formula:

$$QCiL \text{ Capex Payment} = \frac{1}{3} \times \sum_{j=1}^n \frac{C_j - S_j}{(1 + R_s)^{j-1}}$$

- 30.17 If Condition 30.13(B) applies:

- (A) the QCiL Capex Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Emitter would have received had the QCiL Capex Payment been effected as a lump sum payment in accordance with Condition 30.14, Condition 30.15 or Condition 30.16 (as applicable); and
- (B) the Waste ICC Contract Counterparty may (after consultation with the Emitter) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that falls on the first date following the expiry of the period which is equal to the number of days in the Initial Term or (where relevant) the Extended Term divided by three (3) (*to the nearest integer*) following the QCiL Effective Date; and (ii) the Expiry Date.

- 30.18 For the purposes of the formulae in Condition 30.14, Condition 30.15 and Condition 30.16:

j = a whole number integer from one (1) to n ; such integers referring to distinct time periods as follows:

- the first (1st) period ($j = 1$) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
- the second (2nd) to the $(n-1)$ th periods ($2 \leq j < n$) are consecutive periods of one (1) calendar year length each; and
- the n th period ($j = n$) is the period starting on 1 January in the year in which the Expiry Date falls and ending on the Expiry Date;

C_j = the QCiL Capital Costs in period (j), expressed in pounds (£) in real terms as at the QCiL Compensation Date;

S_j	=	the QCiL Capital Savings in period (j), expressed in pounds (£) in real terms as at the QCiL Compensation Date;
R_s	=	the Post-Tax Real Discount Rate (<i>expressed as a percentage (%)</i>);
L	=	the period between: (a) the Start Date; and (b) the Expiry Date in years, expressed as an integer;
X	=	the number of days that have passed or will have passed from and including the Start Date to the QCiL Compensation Date divided by three hundred and sixty-five (365) (or, if such number would be a negative number, zero (0)); and
N	=	L multiplied by seven tenths (0.7), expressed to the nearest integer.

30.19 If a Qualifying Change in Law gives rise to or results in both: (i) QCiL Capital Costs or QCiL Capital Savings; and (ii) an Adjusted Capture Period, then:

- (A) subject to Condition 30.19(B), such QCiL Capital Costs or QCiL Capital Savings shall be used for the purposes of calculating the QCiL Capex Payment in accordance with Condition 30.12, Condition 30.13 and Condition 30.18 and Condition 30.14, Condition 30.15, Condition 30.16 or Condition 30.17 (as applicable); and
- (B) if and to the extent that any QCiL Capital Savings are (or are reasonably likely to be) made or received solely in connection with, and during, the Adjusted Capture Period, then such QCiL Capital Savings shall be excluded from the calculation of the QCiL Capex Payment in accordance with Condition 30.12, Condition 30.13, Condition 30.18 and Condition 30.19(A), and Condition 30.14, Condition 30.15, Condition 30.16 or Condition 30.17 (as applicable), and such QCiL Capital Savings shall instead be taken into account in the calculation of the QCiL Adjusted Capture Payment in accordance with Condition 30.20 and Condition 30.21 and Condition 30.22, Condition 30.23 or Condition 30.24 (as applicable).

QCIL Adjusted Capture Payment

30.20 Any and all QCiL Adjusted Capture Payments shall be effected, at the election of the Waste ICC Contract Counterparty (after consultation with the Emitter), as a lump sum payment, staged payments and/or an adjustment to the Metered CO₂ Output to T&S either on an Ex-Post or Ex-Ante basis, which shall be payable:

- (A) by the Waste ICC Contract Counterparty to the Emitter if the amount calculated under the relevant formula is positive; or
- (B) by the Emitter to the Waste ICC Contract Counterparty if the amount calculated under the relevant formula is negative.

30.21 For the purposes of Condition 30.20, each QCiL Adjusted Capture Payment shall be calculated in accordance with:

- (A) Condition 30.22 if the QCiL Adjusted Capture Payment is to be paid as a lump sum on an Ex-Post basis;
- (B) Condition 30.23 if the QCiL Adjusted Capture Payment is to be paid by means of staged payments on an Ex-Post basis; or

- (C) Condition 30.24 if the QCiL Adjusted Capture Payment is to be paid by means of an adjustment to the Metered CO₂ Output to T&S on an Ex-Ante basis.

30.22 If Condition 30.21(A) applies, the QCiL Adjusted Capture Payment shall be calculated in accordance with the following formula:

$$QCiL \text{ Adjusted Capture Payment (lump sum)} = \sum_{j=1}^n (\Delta CP_j + \Delta OP_j) \times (1 + R_s)^{j-1}$$

where:

j = a whole number integer from one (1) to n ; such integers referring to distinct time periods as follows:

- the first (1st) period ($j = 1$) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
- the second (2nd) to the $(n-1)$ th periods ($2 \leq j < n$) are consecutive periods of one (1) calendar year length each; and
- the n th period ($j = n$) is the period starting on 1 January in the year in which the last day of the Adjusted Capture Period falls and ending on the last day of the Adjusted Capture Period;

ΔCP_j = the Capex Payment QCiL Differential (*expressed in pounds (£)*) in period (j);

ΔOP_j = the Opex Payment QCiL Differential (*expressed in pounds (£)*) in period (j); and

R_s = the Post-Tax Real Discount Rate (*expressed as a percentage (%)*).

30.23 If Condition 30.21(B) applies:

- (A) the QCiL Adjusted Capture Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Emitter would have received had the QCiL Adjusted Capture Payment been effected as a lump sum payment in accordance with Condition 30.22; and
- (B) the Waste ICC Contract Counterparty may (after consultation with the Emitter) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that falls on the first date following the expiry of the period which is equal to the number of days in the Initial Term or (where relevant) the Extended Term divided by three (3) (*to the nearest integer*) following the QCiL Effective Date; and (ii) the Expiry Date.

30.24 If Condition 30.21(C) applies and the QCiL Adjusted Capture Payment is to be effected as an adjustment to the Metered CO₂ Output to T&S on an Ex-Ante basis, then an adjustment to the Metered CO₂ Output to T&S in each Settlement Unit (i) following the QCiL Compensation Date shall be deemed to be equal to:

$$CO2\_Out\_T\&S_i^{Adj} = CO2\_Out\_T\&S_i^{PostQCiL} \times \Delta CR_i$$

where:

- $CO2\_Out\_T\&S_i^{Adj}$ = an adjustment to the Metered CO₂ Output to T&S applicable to each Settlement Unit (*i*) following the QCiL Compensation Date (*t*CO₂);
- $CO2\_Out\_T\&S_i^{PostQCiL}$ = the Metered CO₂ Output to T&S in each Settlement Unit (*i*) after the QCiL Effective Date (*t*CO₂); and
- ΔCR_i = the Capture Rate QCiL Differential (*expressed as a percentage (%)*) that applies in each Settlement Unit (*i*) after the QCiL Effective Date,

but where the Metered CO₂ Output to T&S in any Settlement Unit (*i*) following the QCiL Compensation Date is zero (0), such adjustment to the Metered CO₂ Output to T&S shall not apply.

QCiL Construction Event Payment

- 30.25 Any QCiL Construction Event Payment shall be effected, at the election of the Waste ICC Contract Counterparty (after consultation with the Emitter), as a lump sum payment or by means of staged payments and shall be payable to the Emitter by the Waste ICC Contract Counterparty.
- 30.26 For the purposes of Condition 30.25, the QCiL Construction Event Payment shall be an amount (*expressed in pounds (£)*) calculated in accordance with:
- (A) Condition 30.27 if the QCiL Construction Event Payment is to be paid as a lump sum; or
- (B) Condition 30.28 if the QCiL Construction Event Payment is to be paid by means of staged payments.
- 30.27 If Condition 30.26(A) applies, the QCiL Construction Event Payment shall be calculated in accordance with the following formula:

$$QCiL\ Construction\ Event\ Payment\ (lump\ sum) = \sum_{j=1}^n \frac{C_j - S_j}{(1 + R_s)^{j-m}}$$

where:

- j* = a whole number integer from one (1) to *n*; such integers referring to distinct time periods as follows:
- the first (1st) period (*j* = 1) covers the period from the date the first QCiL Construction Event Cost was incurred to 31 December in that year;
 - the second (2nd) to the (*n*-1)th periods ($2 \leq j < n$) are consecutive periods of one (1) calendar year length each; and

- the n th period ($j = n$) is the period starting on 1 January in the year in which the final QCiL Construction Event Cost was incurred and ending on the last date of that year;

C_j	=	all QCiL Construction Event Costs in period (j), (<i>expressed in pounds (£)</i>) in real terms as at the QCiL Compensation Date;
S_j	=	all QCiL Construction Event Savings in period (j), (<i>expressed in pounds (£)</i>) in real terms as at the QCiL Compensation Date;
R_s	=	the Post-Tax Real Discount Rate (<i>expressed as a percentage (%)</i>); and
m	=	a whole number integer that defines the calendar year period within which the QCiL Compensation Date falls, defined as the number of years since the date the first QCiL Construction Event Cost was incurred in relation to the QCiL Construction Event, rounded up to the nearest integer.

30.28 If Condition 30.26(B) applies:

- the QCiL Construction Event Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Emitter would have received had the QCiL Construction Event Payment been effected as a lump sum payment in accordance with Condition 30.27; and
- the Waste ICC Contract Counterparty may (after consultation with the Emitter) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that falls on the first day following the expiry of the period which is equal to the number of days in the Initial Term or (where relevant) the Extended Term divided by three (3) (*to the nearest integer*) following the QCiL Effective Date; and (ii) the Expiry Date.

QCIL Operations Cessation Event Payment

30.29 Any QCiL Operations Cessation Event Payment shall be effected, at the election of the Waste ICC Contract Counterparty (after consultation with the Emitter), as a lump sum payment or by means of staged payments and shall be payable to the Emitter by the Waste ICC Contract Counterparty.

30.30 For the purposes of Condition 30.29, the QCiL Operations Cessation Event Payment shall be an amount (*expressed in pounds (£)*) calculated in accordance with:

- Condition 30.31 if the QCiL Operations Cessation Event Payment is to be paid as a lump sum; or
- Condition 30.32 if the QCiL Operations Cessation Event Payment is to be paid by means of staged payments.

30.31 If Condition 30.30(A) applies, the QCiL Operations Cessation Event Payment shall be calculated in accordance with the following formula:

$$QCiL\ Operations\ Cessation\ Event\ Payment\ (lump\ sum) = \sum_{j=1}^n \frac{\Delta CP_j + (C_j - S_j)}{(1 + R_s)^{j-1}}$$

where:

- ΔCP_j = the remaining Capex Payments (but excluding the corresponding amount of the Total Return Component) that the Emitter would have received but for the QCiL Operations Cessation Event;
- C_j = all QCiL Operations Cessation Event Costs in period (j), (expressed in pounds (£)) in real terms as at the QCiL Compensation Date;
- S_j = all QCiL Operations Cessation Event Savings in period (j), (expressed in pounds (£)) in real terms as at the QCiL Compensation Date;
- j = a whole number integer from one (1) to n ; such integers referring to distinct time periods as follows:
- the first (1st) period ($j = 1$) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
 - the second (2nd) to the ($n-1$)th periods ($2 \leq j < n$) are consecutive periods of one (1) calendar year length each; and
 - the n th period ($j = n$) is the period starting on 1 January in the year in which the Expiry Date falls and ending on the Expiry Date; and
- R_s = the Post-Tax Real Discount Rate (expressed as a percentage (%)).

30.32 If Condition 30.30(B) applies:

- (A) the QCiL Operations Cessation Event Payment shall be effected on the basis that such QCiL Compensation shall be equivalent to the amount that the Emitter would have received had the QCiL Operations Cessation Event Payment been effected as a lump sum payment in accordance with Condition 30.31; and
- (B) the Waste ICC Contract Counterparty may (after consultation with the Emitter) determine the frequency of such payments provided that the final staged payment shall be made by the earlier of: (i) the date that falls on the first day following the expiry of the period which is equal to the number of days in the Initial Term or (where relevant) the Extended Term divided by three (3) (to the nearest integer) following the QCiL Effective Date; and (ii) the Expiry Date.

Additional calculations: Effective Projected CO₂ Output to T&S and Estimated CO₂ Output to T&S

30.33 For the purposes of Condition 30.8, the "Effective Projected CO₂ Output to T&S" shall be an amount (expressed in tCO₂) calculated in accordance with the following formula:

$$EPCO2_{Out} = \sum_{j=1}^n \frac{ECO2_{Out_j}}{(1 + R_s)^{j-1}}$$

where:

- $EPCO2_{Out}$ = the Effective Projected CO₂ Output to T&S (*expressed in tCO₂*);
- j = a whole number integer from one (1) to n; such integers referring to distinct time periods as follows:
- the first (1st) period ($j = 1$) covers the period from the QCiL Compensation Date to 31 December in the year of the QCiL Compensation Date;
 - the second (2nd) to the (n-1)th periods ($2 \leq j < n$) are consecutive periods of one (1) calendar year length each; and
 - the nth period ($j = n$) is the period starting on 1 January in the year in which the Expiry Date falls and ending on the Expiry Date;
- $ECO2_{Out_j}$ = the Estimated CO₂ Output to T&S in period (j) (*expressed in tCO₂*); and
- R_s = the Post-Tax Real Discount Rate (*expressed as a percentage (%)*).

30.34 The **"Estimated CO₂ Output to T&S"** shall be an amount (*expressed in tCO₂*) which is the product of:

- (A) the OCP Achieved Metered CO₂ Output to T&S; and
- (B) the number of Settlement Units in period j .

31. QUALIFYING CHANGE IN LAW: EFFECTIVE DATE AND PAYMENT

31.1 Any and all QCiL Compensation in respect of a Notified Change in Law (or, in the case of paragraph (D) below, in respect of a Qualifying Shutdown Event) shall be calculated as at and be effective from:

- (A) (if the QCiL Compensation takes the form of a QCiL Opex Payment or a QCiL Capex Payment) the earlier of: (i) the QCiL Effective Date; and (ii) the date on which the Emitter (acting in accordance with the Reasonable and Prudent Standard) first incurs QCiL Operating Costs or QCiL Capital Costs, or makes or realises QCiL Operating Savings or QCiL Capital Savings, in anticipation of such Notified Change in Law being implemented, occurring or becoming effective;
- (B) (if the QCiL Compensation takes the form of a QCiL Adjusted Capture Payment) the first (1st) day of the relevant Adjusted Capture Period;
- (C) (if the QCiL Compensation takes the form of a QCiL Construction Event Payment) the date of the QCiL Construction Event; or

- (D) (if the QCiL Compensation takes the form of a QCiL Operations Cessation Event Payment) the date of the QCiL Operations Cessation Event,
(the "**QCiL Compensation Date**").

31.2 Subject to Condition 31.3:

- (A) any and all QCiL Compensation effected as a lump sum payment shall be paid by the Waste ICC Contract Counterparty or the Emitter (as applicable) no later than ten (10) Business Days after the later of:
- (i) the QCiL Compensation Date; and
 - (ii) the date on which the amount of the QCiL Compensation is agreed or determined;
- (B) any and all QCiL Opex Payments effected as a Strike Price Adjustment shall be reflected in the calculation of the Opex Payment in the Opex Payment Billing Statements for each OP Billing Period on and with effect from the QCiL Compensation Date (or, if necessary, reflected as an OP Reconciliation Amount in respect of each relevant OP Billing Period);
- (C) any and all QCiL Adjusted Capture Payments effected as an adjustment to the Metered CO₂ Output to T&S shall be reflected in the calculation of the Capex Payment in the Capex Payment Billing Statements for each CP Billing Period and/or in the calculation of the Opex Payment in the Opex Payment Billing Statements for each OP Billing Period (as applicable), in each case on and with effect from the QCiL Compensation Date (or, if necessary, reflected as a CP Reconciliation Amount and/or OP Reconciliation Amount in respect of each relevant CP Billing Period and/or OP Billing Period); and
- (D) any and all QCiL Compensation effected as staged payments (save for the staged payment of a QCiL Opex Payment pursuant to Condition 30.9 (*QCiL Opex Payment*)) shall commence no later than ten (10) Business Days after the later of:
- (i) the QCiL Compensation Date; and
 - (ii) the date on which the amount of the QCiL Compensation is agreed or determined,

and, in either case, the final payment shall be made by the earlier of: (i) the date that is five (5) years from the QCiL Effective Date; and (ii) the Expiry Date, in accordance with Condition 30.17(B) (*QCiL Capex Payment*), Condition 30.23(B) (*QCiL Adjusted Capture Payment*), Condition 30.28(B) (*QCiL Construction Event Payment*) or Condition 30.32(B) (*QCiL Operations Cessation Event Payment*) (as appropriate),

provided that, in each case, if the amount of any QCiL Compensation is agreed or determined after the QCiL Compensation Date, such QCiL Compensation shall be reflected as a Reconciliation Amount (pursuant to Condition 12.4(H) (*Calculation of CP Reconciliation Amounts*)) and/or Condition 12.10(I) (*Calculation of CP Reconciliation Amounts*) (as applicable)) in respect of the Billing Statements for each Billing Period on and with effect from the QCiL Compensation Date.

- 31.3 No QCiL Compensation shall be payable if and for so long as the Waste ICC Contract Counterparty withholds or suspends payment pursuant to Condition 8.24 (*Failure to give an Opex Costs Early Reopener Notice*), Condition 20.2(A) (*Failure to comply with compliance of technology undertaking*), Condition 20.3 (*Failure to satisfy the R1 Energy Efficiency Threshold*),

Condition 21.10 (*Failure to comply with Measurement Equipment Schematic Obligation*), Condition 21.16 (*Failure to provide Measurement Equipment Access Right*), Condition 21.21 (*Failure to comply with Automated Data Systems Obligations*), Condition 22.18 (*Failure to comply with Minimum CO₂ Capture Rate Obligation: Suspension*), Condition 23.10 (*Suspension of payments (Failure to provide CO₂ Measurement Data)*), Condition 28.4 (*Suspension of payments (Failure to provide KYC Information)*), Condition 38.16 (*Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension*), paragraph 3.3 (*Failure to comply with GGR Credits Security Restriction*) of Part A (*General Restrictions*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.6 (*Failure to comply with the Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.11 (*GGR Non-Compliance Notice*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.15 (*Accumulated GGR Credits Amount Cap*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 3.5 (*Failure to comply with Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*), or paragraph 6.11 (*Non-compliance with the auditing and verification requirements*) of Part D (*Biogenic LTSS – Technical Specification*) of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*).

- 31.4 All QCiL Compensation shall be made by direct bank transfer or equivalent transfer of immediately available funds into the account notified to the Emitter pursuant to Condition 17(A) (*Payment Accounts*) or the Waste ICC Contract Counterparty pursuant to Condition 17(B) (*Payment Accounts*) (as relevant).

32. QUALIFYING CHANGE IN LAW: TRUE-UP

Waste ICC Contract Counterparty QCiL True-Up Notice

- 32.1 If any QCiL Compensation has been agreed or determined, or paid, commenced or effected, in respect of any Qualifying Change in Law or a Qualifying Shutdown Event, the Waste ICC Contract Counterparty may, subject to Condition 32.2, give the Emitter a notice (a "**Waste ICC Contract Counterparty QCiL True-Up Notice**") requiring the Emitter to confirm:

- (A) the impact of the relevant Qualifying Change in Law having occurred, having been implemented or having become effective or, as the case may be, the Qualifying Shutdown Event having occurred (including all out-of-pocket costs (including QCiL Tax Liabilities) which have been incurred in respect of the Project by the Emitter, all savings (including avoided out-of-pocket costs, reliefs from or reductions in a QCiL Tax Liability, insurance proceeds and other compensation) which have been made or received in respect of the Project by the Emitter, all revenue decreases or increases which were incurred, received or made by the Emitter, and which arose directly from the relevant Qualifying Change in Law being implemented, occurring or becoming effective or, as the case may be, the Qualifying Shutdown Event having occurred, and/or the duration and impact of any Adjusted Capture Period affecting the Installation);
- (B) that no amount has been recovered (or is entitled to be recovered) by the Emitter pursuant to Condition 52.5 and Condition 52.7 (*No double recovery*) or, if any amount has been so recovered, confirmation of such amount; and
- (C) such other matters which were pertinent to the calculation of the QCiL Compensation (including the steps that the Emitter has taken to comply with Condition 52.3 (*Mitigation*) and the Reasonable and Prudent Standard),

(the information referred to or specified in paragraphs (A) to (C) above being "**QCiL True-Up Information**").

- 32.2 No Waste ICC Contract Counterparty QCiL True-Up Notice shall be given in respect of a Qualifying Change in Law or a Qualifying Shutdown Event, as the case may be, within one (1) calendar year of the relevant QCiL Compensation Date.

Emitter QCiL True-Up Response Notice

- 32.3 If the Waste ICC Contract Counterparty gives a Waste ICC Contract Counterparty QCiL True-Up Notice to the Emitter, the Emitter shall, as soon as reasonably practicable and in any event no later than forty (40) Business Days after receipt of such Waste ICC Contract Counterparty QCiL True-Up Notice, give a notice to the Waste ICC Contract Counterparty (an **"Emitter QCiL True-Up Response Notice"**). An Emitter QCiL True-Up Response Notice shall:

- (A) contain the QCiL True-Up Information; and
- (B) include such Supporting Information, in reasonable detail, as the Emitter considers to be relevant to and supportive of the QCiL True-Up Information,

(the information referred to or specified in paragraphs (A) and (B) above being the **"QCiL True-Up Response Information"**).

- 32.4 An Emitter QCiL True-Up Response Notice shall be accompanied by a Directors' Certificate in relation to the QCiL True-Up Response Information.

- 32.5 If the Emitter becomes aware before QCiL True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to this Condition 32 (*Qualifying Change in Law: True-up*) that the QCiL True-Up Response Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 32.4), the Emitter shall as soon as reasonably practicable:

- (A) notify the Waste ICC Contract Counterparty that this is the case; and
- (B) provide the Waste ICC Contract Counterparty with the updated, corrected information (the **"Revised Emitter QCiL True-Up Response Information"**), together with a Directors' Certificate in relation to the Revised Emitter QCiL True-Up Response Information.

- 32.6 The Waste ICC Contract Counterparty may, by notice to the Emitter no later than twenty (20) Business Days after receipt of an Emitter QCiL True-Up Response Notice or any Revised Emitter QCiL True-Up Response Information, require the Emitter to provide such Supporting Information in relation to that Emitter QCiL True-Up Response Notice or, as the case may be, the Revised Emitter QCiL True-Up Response Information (an **"Emitter QCiL True-Up Response Notice Information Request"**) as the Waste ICC Contract Counterparty reasonably requests.

- 32.7 If the Waste ICC Contract Counterparty gives an Emitter QCiL True-Up Response Notice Information Request to the Emitter, the Emitter shall, no later than twenty (20) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the Waste ICC Contract Counterparty.

Emitter QCiL True-Up Notice

- 32.8 If any QCiL Compensation has been agreed or determined, or paid, commenced or effected, in respect of any Qualifying Change in Law, the Emitter may, subject to Condition 32.13, give

the Waste ICC Contract Counterparty a notice (an **"Emitter QCiL True-Up Notice"**). An Emitter QCiL True-Up Notice shall:

- (A) contain the QCiL True-Up Information; and
- (B) include such Supporting Information, in reasonable detail, as the Emitter considers to be relevant to and supportive of the QCiL True-Up Information,

(the information referred to or specified in paragraphs (A) and (B) above being **"QCiL True-Up Supporting Information"**).

32.9 An Emitter QCiL True-Up Notice shall be accompanied by a Directors' Certificate in relation to the QCiL True-Up Supporting Information.

32.10 If the Emitter becomes aware before QCiL True-Up Compensation is agreed or determined, or paid, effected or commenced, pursuant to this Condition 32 (*Qualifying Change in Law: True-up*), that the QCiL True-Up Supporting Information is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of the Directors' Certificate referred to in Condition 32.9), the Emitter shall as soon as reasonably practicable:

- (A) notify the Waste ICC Contract Counterparty that this is the case; and
- (B) provide the Waste ICC Contract Counterparty with the updated, corrected information (the **"Revised Emitter QCiL True-Up Information"**), together with a Directors' Certificate in relation to the Revised Emitter QCiL True-Up Information.

32.11 The Waste ICC Contract Counterparty may, by notice to the Emitter no later than twenty (20) Business Days after receipt of an Emitter QCiL True-Up Notice or any Revised Emitter QCiL True-Up Information, require the Emitter to provide such Supporting Information in relation to that Emitter QCiL True-Up Notice or, as the case may be, the Revised Emitter QCiL True-Up Information (an **"Emitter QCiL True-Up Notice Information Request"**) as the Waste ICC Contract Counterparty reasonably requests.

32.12 If the Waste ICC Contract Counterparty gives an Emitter QCiL True-Up Notice Information Request to the Emitter, the Emitter shall, no later than twenty (20) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after receipt of the request, prepare and deliver such further Supporting Information to the Waste ICC Contract Counterparty.

32.13 No Emitter QCiL True-Up Notice shall be given in respect of a Qualifying Change in Law or a Qualifying Shutdown Event, as the case may be, within one (1) calendar year of the relevant QCiL Compensation Date.

32.14 The Waste ICC Contract Counterparty shall be under no obligation to consider or take any action in response to an Emitter QCiL True-Up Notice unless and until the Emitter shall have provided the Waste ICC Contract Counterparty with all the QCiL True-Up Information, and the Directors' Certificate in respect of such Emitter QCiL True-Up Notice.

Agreement between the Parties in respect of a true-up

32.15 The Parties shall meet to discuss and, in good faith, seek to agree:

- (A) the QCiL True-Up Information;
- (B) any such other matters which the Parties consider pertinent to the calculation of the QCiL True-Up Compensation (if any);

- (C) the QCiL True-Up Compensation (if any) that shall be payable by the Waste ICC Contract Counterparty or the Emitter (as the case may be); and
- (D) the manner in which such QCiL True-Up Compensation (if any) shall be paid by the Waste ICC Contract Counterparty or the Emitter (as the case may be), provided that:
 - (i) where the QCiL True-Up Compensation relates to a QCiL Strike Price Adjustment and/or a QCiL Adjusted Capture Period Adjustment, the QCiL True-Up Compensation shall be effected by way of a QCiL True-Up Strike Price Adjustment and/or a QCiL True-Up Adjusted Capture Period Adjustment (as applicable); and
 - (ii) where the QCiL True-Up Compensation does not relate to a QCiL Strike Price Adjustment and/or a QCiL Adjusted Capture Period Adjustment, the QCiL True-Up Compensation shall be paid in the same manner as the QCiL Compensation agreed in respect of that Qualifying Change in Law, unless the Parties expressly agree otherwise.

Such meeting shall be convened: (i) as soon as reasonably practicable, and in any event no later than twenty (20) Business Days after the Waste ICC Contract Counterparty receives an Emitter QCiL True-Up Response Notice and the associated Directors' Certificate (or, if the Waste ICC Contract Counterparty gives the Emitter an Emitter QCiL True-Up Response Notice Information Request, no later than twenty (20) Business Days after the Waste ICC Contract Counterparty receives the requested Supporting Information); or (ii) if the Emitter gives the Waste ICC Contract Counterparty an Emitter QCiL True-Up Notice and the associated Directors' Certificate, at such date as is determined by the Waste ICC Contract Counterparty in its sole and absolute discretion.

- 32.16 Any and all QCiL True-Up Compensation is to be calculated and paid in accordance with and subject to Condition 30 (*Qualifying Change in Law: Compensation*), Condition 31 (*Qualifying Change in Law: Effective date and payment*) and Condition 34 (*Changes in Law: General provisions*) (in each case with the necessary modifications).

Disputes in respect of a true-up

- 32.17 If the Parties are not able to agree any of the matters in Condition 32.15, either Party may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree in writing that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure.
- 32.18 Until the Dispute has been resolved by agreement between the Parties or determination in accordance with the Arbitration Procedure or the Expert Determination Procedure, as the case may be, there shall be no QCiL True-Up Compensation payable.

33. QUALIFYING SHUTDOWN EVENT: PROCEDURE

- 33.1 If a Qualifying Shutdown Event has occurred, the Emitter may give notice to that effect to the Waste ICC Contract Counterparty (a "**QSE Notice**"). A QSE Notice shall:
- (A) include reasonable details of the Qualifying Shutdown Event;
 - (B) specify the date on which the Qualifying Shutdown Event occurred;
 - (C) specify the Emitter's good faith estimate of the QCiL Operations Cessation Event Costs and the QCiL Operations Cessation Event Savings;

- (D) include such Supporting Information, in reasonable detail, which the Emitter considers to be relevant to and supportive of the foregoing; and
 - (E) include Supporting Information evidencing, in reasonable detail, the steps that the Emitter has taken and/or proposes to take to comply with Condition 52.3 (*Mitigation*) and the Reasonable and Prudent Standard.
- 33.2 Any QSE Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the QSE Notice.
- 33.3 A QSE Notice shall be deemed to constitute an Emitter QCiL Notice and the provisions of Conditions 29 (*Qualifying Change in Law: Procedure*) to 32 (*Qualifying Change in Law: True-up*) (inclusive) shall apply (with the necessary modifications) for the purposes of:
- (A) agreeing or determining whether a Qualifying Shutdown Event has occurred;
 - (B) (if a Qualifying Shutdown Event has occurred) agreeing or determining the amount of QCiL Compensation resulting from the occurrence of such Qualifying Shutdown Event (on the basis that a Qualifying Shutdown Event constitutes a QCiL Operations Cessation Event) and the terms and conditions upon which such QCiL Compensation will be paid or effected; and
 - (C) agreeing or determining any and all other related matters pertinent to the foregoing.

34. **CHANGES IN LAW: GENERAL PROVISIONS**

Indemnity

- 34.1 The Emitter shall, promptly on demand from time to time, indemnify the Waste ICC Contract Counterparty and keep the Waste ICC Contract Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the Waste ICC Contract Counterparty and which would not have been incurred but for an Emitter QCiL Notice (including any QSE Notice) having been given. This Condition 34.1 shall not apply in respect of any such costs resulting from the Waste ICC Contract Counterparty having disputed that a Qualifying Change in Law or Qualifying Shutdown Event has occurred if a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure.

Excluded Change in Law

- 34.2 There shall be no amendment to the Waste ICC Contract, adjustment to the Strike Price, adjustment to the Metered CO₂ Output to T&S or other compensation in respect of or on account of any Excluded Change in Law other than pursuant to the Change Control Procedure.

35. **CHANGE IN APPLICABLE LAW: PROCEDURE**

Requirement to undertake a CiAL Review

- 35.1 The Waste ICC Contract Counterparty shall conduct a CiAL Review if:
- (A) it determines that:
 - (i) any Change in Applicable Law: (i) has been implemented, occurred or become effective; or (ii) is expected to be implemented, occur or become effective; and
 - (ii) as a result of such Change in Applicable Law being implemented, occurring or becoming effective, one (1) or more of the Required CiAL Amendment Objectives will cease to be met; or

- (B) the CiAL Request Criterion is met,
(each, a **"CiAL Review Trigger"**).

35.2 If the Emitter considers that:

- (A) any Change in Applicable Law: (i) has been implemented, has occurred or has become effective; or (ii) is expected to be implemented, to occur or to become effective; and
(B) as a result of such Change in Applicable Law being implemented, occurring or becoming effective, one (1) or more of the Required CiAL Amendment Objectives will cease to be met,

the Emitter may give a notice to the Waste ICC Contract Counterparty requesting the Waste ICC Contract Counterparty to undertake a CiAL Review (a **"CiAL Request Notice"**). A CiAL Request Notice:

- (i) shall specify why, and the date on which, the Emitter considers that a Change in Applicable Law: (a) has been implemented, occurred or become effective; or (b) is expected to be implemented, occur or become effective;
(ii) shall specify why the Emitter considers that the Change in Applicable Law results or will result in one (1) or more of the Required CiAL Amendment Objectives ceasing to be met; and
(iii) may set out the Emitter's opinion of the Required CiAL Amendment(s),

and include such Supporting Information, in reasonable detail, which the Emitter considers to be relevant to and supportive of the foregoing.

35.3 For the purposes of Condition 35.1(B), the **"CiAL Request Criterion"** is that thirty per cent. (30%) or more of all ICC Emitters which are party to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies as at the date of the CiAL Request Notice, by mass quantity or number, have given the Waste ICC Contract Counterparty a CiAL Request Notice in any period of ten (10) consecutive Business Days. For the purposes of determining whether the CiAL Request Criterion is met, the Waste ICC Contract Counterparty shall calculate:

- (A) the number of ICC Emitters which have given a CiAL Request Notice as a percentage of the total number of ICC Emitters which are party to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies as at the date of the CiAL Request Notice; and
(B) the mass quantity attributable to CCUS Programme ICC Contracts to which ICC Emitters which have given a CiAL Request Notice are party as a percentage of the total mass quantity attributable to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies (and, for this purpose, **"mass quantity"** shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme ICC Contract).

Validity of CiAL Request Notices

35.4 The Emitter acknowledges and agrees that all CiAL Request Notices shall be invalid and of no effect if the CiAL Request Criterion is not met.

35.5 The Waste ICC Contract Counterparty shall notify the Emitter no later than ten (10) Business Days after the CiAL Request Criterion has been met (a **"CiAL Request Validity Notice"**).

Notification of CiAL Review

- 35.6 If the Waste ICC Contract Counterparty is required or elects to undertake a CiAL Review pursuant to Condition 35.1, the Waste ICC Contract Counterparty shall give a notice to the Emitter (a **"CiAL Review Notice"**). A CiAL Review Notice shall specify:
- (A) the CiAL Review Trigger which has occurred; and
 - (B) a deadline by which the Emitter must provide a CiAL Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the CiAL Review Notice is received by the Emitter (the **"CiAL Review Response Deadline"**).
- 35.7 The Emitter shall, as soon as reasonably practicable and no later than the CiAL Review Response Deadline, give a notice to the Waste ICC Contract Counterparty (the **"CiAL Review Response Notice"**). A CiAL Review Response Notice:
- (A) shall include all of the Supporting Information which the Emitter wishes the Waste ICC Contract Counterparty to take account of in undertaking the CiAL Review; and
 - (B) may set out the Emitter's opinion of the Required CiAL Amendment(s).
- 35.8 The Waste ICC Contract Counterparty may disregard any CiAL Review Response Notice received after the CiAL Review Response Deadline.

Notification of outcome of CiAL Review

- 35.9 The Waste ICC Contract Counterparty shall give a notice to the Emitter of the outcome of a CiAL Review (a **"CiAL Review Outcome Notice"**) as soon as reasonably practicable following the conclusion of a CiAL Review. A CiAL Review Outcome Notice shall:
- (A) set out the outcome of the CiAL Review and, if applicable, the Required CiAL Amendments; and
 - (B) specify the date from which such Required CiAL Amendments are to take effect.

36. CHANGE IN APPLICABLE LAW: DISPUTE PROCESS***Procedure for raising a Dispute***

- 36.1 The Emitter may, no later than twenty (20) Business Days after receipt of a CiAL Review Outcome Notice, give a notice to the Waste ICC Contract Counterparty that it wishes to raise a Dispute in relation to the outcome of such CiAL Review (a **"CiAL Dispute"**, such notice a **"CiAL Dispute Notice"** and any such Emitter a **"CiAL Dispute Emitter"**). Each CiAL Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Conditions 44.3(A) to 44.3(H) (*Outline of Dispute Resolution Procedure*) (inclusive).

Validity of CiAL Dispute Notices

- 36.2 The Emitter acknowledges and agrees that all CiAL Dispute Notices shall be invalid and of no effect if the CiAL Dispute Threshold Criterion in respect of the relevant CiAL Dispute is not met.
- 36.3 The Waste ICC Contract Counterparty shall notify the Emitter no later than ten (10) Business Days after the CiAL Dispute Threshold Criterion has been met (irrespective of whether or not the Emitter is a CiAL Dispute Emitter) (a **"CiAL Dispute Validity Notice"**). A CiAL Dispute Validity Notice shall:

- (A) include a proposal as to the identity and terms of reference of an Expert to determine the CiAL Dispute (the "**Proposed CiAL Expert**") and details of the relevant expertise that the Waste ICC Contract Counterparty considers qualifies the Proposed CiAL Expert to determine such CiAL Dispute (being a person fulfilling the requirements of Condition 46.2 (*Expert Determination Procedure*) and having no conflict of interest which prevents the Proposed CiAL Expert from determining the CiAL Dispute);
- (B) comply with the requirements of an Expert Determination Notice as specified in Condition 46.1 (*Expert Determination Procedure*); and
- (C) comply with the requirements of a Consolidation Request as specified in Condition 48.2 (*Consolidation of Connected Disputes*).

Permitted bases of Dispute: CiAL Review

36.4 The Emitter acknowledges and agrees that it may only raise a Dispute with respect to the outcome of any CiAL Review if there is a manifest error or fraud in any determination by the Waste ICC Contract Counterparty as to:

- (A) the outcome of the CiAL Review; or
- (B) the Required CiAL Amendments,

in each case contained within the CiAL Review Outcome Notice, and any CiAL Dispute Notice which is based upon grounds other than those specified in this Condition 36.4 shall be invalid and of no effect.

Resolution of valid CiAL Disputes

36.5 If:

- (A) the CiAL Dispute Threshold Criterion is met in respect of the relevant CiAL Dispute; and
- (B) the relevant CiAL Dispute complies with Condition 36.4,

then such CiAL Dispute shall be finally resolved in accordance with Condition 36.6.

36.6 If Condition 36.5 applies to any CiAL Dispute:

- (A) Condition 45 (*Resolution by Senior Representatives*) shall not apply to such CiAL Dispute;
- (B) no agreement between the Emitter and the Waste ICC Contract Counterparty to settle the relevant CiAL Dispute shall be valid and binding unless such resolution is agreed with all ICC Emitters;
- (C) the Arbitration Procedure shall not apply to such CiAL Dispute;
- (D) the Emitter agrees not to raise any objection to the consolidation of such CiAL Dispute in accordance with Condition 48 (*Consolidation of Connected Disputes*);
- (E) the Expert Determination Procedure shall apply to such CiAL Dispute on the basis that:
 - (i) if the Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall be deemed to have satisfied the requirements of and to have given an Expert Determination Notice pursuant to Condition 46.1, and the

Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed CiAL Expert;

- (ii) if the Expert Appointment Threshold is not met, the Waste ICC Contract Counterparty may, within ten (10) Business Days, either:
 - (a) make an alternative proposal as to the identity and the terms of reference of an Expert to determine the CiAL Dispute; or
 - (b) (1) request the LCIA to nominate an Expert for the purposes of determining the CiAL Dispute in accordance with Condition 46.4; and (2) following such nomination by the LCIA, the Waste ICC Contract Counterparty shall make an alternative proposal as to the terms of reference of such Expert to determine the CiAL Dispute,

in each case, Condition 36.3(A), Condition 36.6(E)(i) and this Condition 36.6(E)(ii) shall apply to such proposed Expert as if that Expert were a Proposed CiAL Expert. The identity and the terms of reference of the Proposed CiAL Expert shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (after having regard to any submissions presented by any ICC Emitter) and any such determination shall be final and binding on the parties, provided that the terms of reference shall be sufficiently broad to enable the Expert to determine the CiAL Dispute;

- (iii) if the Waste ICC Contract Counterparty and the ICC Emitters fail to agree on the terms of appointment of the Expert within ten (10) Business Days of the parties agreeing the identity and terms of reference of an Expert in accordance with Condition 36.6(E)(i) or Condition 36.6(E)(ii), as applicable, such matter shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (after having regard to any submissions presented by any ICC Emitter) and any such determination shall be final and binding on the parties, provided that the terms of appointment shall comply with the requirements of Condition 36.6(E)(iv);
- (iv) Condition 46.5 shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:
 - (a) the Emitter to the Expert in consequence of, or in respect of, their appointment as the Expert to any other ICC Emitter; or
 - (b) the Waste ICC Contract Counterparty to the Expert in consequence of, or in respect of, their appointment as the Expert to any ICC Emitter other than the Emitter;
- (v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the CiAL Dispute, to afford the Emitter an opportunity to make submissions in respect of the CiAL Dispute irrespective of whether or not the Emitter is a CiAL Dispute Emitter;
- (vi) if the circumstances described in Condition 46.8 arise, Condition 36.3(A), Condition 36.6(E)(i) and Condition 36.6(E)(ii) shall apply with the necessary modifications to the appointment of a replacement Expert;

- (vii) for the purposes of Condition 46.12, the Expert shall be: (a) required to include in their determination provision for the allocation of their fees and the costs and expenses of the Waste ICC Contract Counterparty among each of the CiAL Dispute Emitters in such manner as the Expert, in their absolute discretion, determines is fair and equitable if the Expert makes a determination against the CiAL Dispute Emitters; and (b) permitted to allocate their fees and the costs and expenses of the Waste ICC Contract Counterparty in such manner as the Expert determines is fair and equitable if the Expert makes a determination in favour of the CiAL Dispute Emitters; and
- (viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies; and
- (F) the Emitter acknowledges and agrees that the determination of the Expert in any CiAL Dispute shall be applied to all CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies, irrespective of whether the Emitter was a party to the CiAL Dispute giving rise to that determination.

Expert Appointment Threshold

- 36.7 For the purposes of Condition 36.6(E)(i) and Condition 36.6(E)(ii), the **"Expert Appointment Threshold"** is that thirty per cent. (30%) or more of ICC Emitters which are party to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies, by mass quantity or number, have consented, or not objected in writing, to both the identity and the terms of reference of the Proposed CiAL Expert. For the purposes of determining whether the Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall calculate:
- (A) the number of ICC Emitters which have consented or have been deemed to have consented to the Proposed CiAL Expert as a percentage of the total number of ICC Emitters which are party to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies; and
 - (B) the mass quantity attributable to CCUS Programme ICC Contracts to which ICC Emitters which have consented or have been deemed to have consented to the Proposed CiAL Expert are party as a percentage of the total mass quantity attributable to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies (and, for this purpose, "mass quantity" shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each CCUS Programme ICC Contract).

Provisions applying pending resolution of a CiAL Dispute

- 36.8 If there is a valid CiAL Dispute requiring resolution in accordance with the provisions of Condition 36.5 and Condition 36.6, then, pending resolution of such CiAL Dispute, there shall be no amendments or supplements to the Waste ICC Contract as a result of the Change in Applicable Law.

CiAL Dispute Threshold Criterion

- 36.9 For the purposes of this Condition 36 (*Change in Applicable Law: Dispute process*), the **"CiAL Dispute Threshold Criterion"** is that thirty per cent. (30%) or more of ICC Emitters which are party to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies, by mass quantity or number, have given the Waste ICC Contract Counterparty a CiAL Dispute Notice in respect of any given CiAL Dispute prior to the date specified in Condition

36.1. For the purposes of determining whether the CiAL Dispute Threshold Criterion is met, the Waste ICC Contract Counterparty shall calculate:

- (A) the number of ICC Emitters which have given a CiAL Dispute Notice as a percentage of the total number of ICC Emitters which are party to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies; and
- (B) the mass quantity attributable to CCUS Programme ICC Contracts to which ICC Emitters which have given a CiAL Dispute Notice are party as a percentage of the total mass quantity attributable to those CCUS Programme ICC Contracts to which the Change in Applicable Law directly applies (and, for this purpose, "mass quantity" shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each CCUS Programme ICC Contract).

37. CHANGE IN APPLICABLE LAW: GENERAL PROVISIONS

37.1 The occurrence of a Change in Applicable Law that has the result of one (1) or more of the Required CiAL Amendment Objectives ceasing to be met shall not:

- (A) constitute Force Majeure or a Payment Disruption Event for the purposes of the Waste ICC Contract; or
- (B) provide either Party the right to suspend or terminate its obligations under the Waste ICC Contract,

provided that paragraph (A) above shall not preclude a Change in Law from constituting Force Majeure.

37.2 Subject to the provisions of Condition 35 (*Change in Applicable Law: Procedure*), Condition 36 (*Change in Applicable Law: Dispute process*) and this Condition 37 (*Change in Applicable Law: General provisions*), the Parties shall be relieved from liability, and deemed not to be in breach of the Waste ICC Contract (or any other Waste ICC Document) for any failure or delay in the performance under the Waste ICC Contract (or any other Waste ICC Document) if and to the extent such failure or delay is directly attributable to the occurrence and continuation of a Change in Applicable Law, provided that nothing in Condition 35 (*Change in Applicable Law: Procedure*), Condition 36 (*Change in Applicable Law: Dispute process*) and this Condition 37 (*Change in Applicable Law: General provisions*) shall relieve either Party from any obligation to pay any sum due and payable to the other Party pursuant to the Waste ICC Contract (or any other Waste ICC Document) (whether pursuant to an obligation to pay, an indemnity, a costs reimbursement provision or otherwise).

37.3 Any costs and expenses or risks arising from a Change in Applicable Law which are not of a type provided for in the Waste ICC Contract are not intended by the provisions of Condition 35 (*Change in Applicable Law: Procedure*), Condition 36 (*Change in Applicable Law: Dispute process*) and this Condition 37 (*Change in Applicable Law: General provisions*) to be allocated to one (1) Party; and any such costs and expenses, or risks, shall be borne by the affected Party.

Part 8
Termination

38. TERMINATION

Pre-Start Date termination

38.1 If:

- (A) (i) the Emitter fails to deliver the Milestone Requirement Notice by the Milestone Delivery Date; or (ii) (subject to Condition 38.3) neither Milestone Requirement has been complied with and fulfilled by the Milestone Delivery Date;
- (B) at any time prior to the Start Date, any Directors' Certificate provided pursuant to Condition 4.2 (*Milestone Requirement Notice*) is not true, complete or accurate in any material respect or is misleading as at the date thereof;
- (C) at any time prior to the Start Date, a Termination Event occurs and is continuing;
- (D) any of the Initial Conditions Precedent are not fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty within twenty (20) Business Days of the Agreement Date; or
- (E) (subject to Condition 38.4) any of the Operational Conditions Precedent are not fulfilled by the Emitter or waived by the Waste ICC Contract Counterparty by the Longstop Date,

then the Waste ICC Contract Counterparty shall have the right, but not the obligation, to give notice to the Emitter terminating the Waste ICC Contract (a "**Pre-Start Date Termination Notice**"). A Pre-Start Date Termination Notice shall specify:

- (i) the date (on or following the date of the Pre-Start Date Termination Notice) on which termination of the Waste ICC Contract is designated by the Waste ICC Contract Counterparty to take effect (the date so designated being the "**Pre-Start Date Termination Date**"); and
- (ii) in the case of termination pursuant to Condition 38.1(C), the Termination Event which has occurred.

38.2 If the Waste ICC Contract Counterparty gives a Pre-Start Date Termination Notice, the Waste ICC Contract shall terminate on the Pre-Start Date Termination Date even if (as the context requires):

- (A) a Milestone Requirement has been complied with and fulfilled prior to such date;
- (B) the Termination Event is no longer continuing as at such date; or
- (C) the Conditions Precedent remaining to be fulfilled when the Pre-Start Date Termination Notice was given have been fulfilled.

38.3 The Waste ICC Contract Counterparty shall not exercise its right to terminate the Waste ICC Contract pursuant to Condition 38.1(A) in circumstances in which the Emitter has provided a Milestone Requirement Notice no later than the Milestone Delivery Date unless and until:

- (A) the Waste ICC Contract Counterparty has given the Emitter a Milestone Assessment Response Notice specifying that it requires Requested Milestone Supporting Information to be provided to it by the Emitter; and

- (B) either:
 - (i) the Emitter fails to provide to the Waste ICC Contract Counterparty the Requested Milestone Supporting Information within the period specified in Condition 4.4(C)(i) (*Milestone Requirement Notice*); or
 - (ii) (a) the Requested Milestone Supporting Information is provided to the Waste ICC Contract Counterparty within the period specified in Condition 4.4(C)(i) (*Milestone Requirement Notice*); and (b) the Waste ICC Contract Counterparty has given the Emitter a Further Milestone Assessment Response Notice specifying that the Waste ICC Contract Counterparty does not consider a Milestone Requirement to have been complied with and fulfilled.

38.4 The Waste ICC Contract Counterparty shall not exercise its right to terminate the Waste ICC Contract pursuant to Condition 38.1(E) in circumstances in which the Emitter has provided an OCP Notice no later than the Longstop Date unless and until:

- (A) the Waste ICC Contract Counterparty has given the Emitter an OCP Response Notice specifying that it requires OCP Supporting Information to be provided to it by the Emitter; and
- (B) either:
 - (i) the Emitter fails to provide to the Waste ICC Contract Counterparty the OCP Supporting Information within the period specified in Condition 3.10(C)(i) (*Operational Conditions Precedent: General Reporting Obligations*); or
 - (ii) (a) the requested OCP Supporting Information is provided to the Waste ICC Contract Counterparty within the period specified in Condition 3.10(C)(i) (*Operational Conditions Precedent: General Reporting Obligations*); and (b) the Waste ICC Contract Counterparty has given the Emitter a Further OCP Response Notice specifying that the Waste ICC Contract Counterparty does not consider the Operational Condition Precedent to have been fulfilled.

Termination for Prolonged Force Majeure

38.5 If an event or circumstance of Force Majeure (excluding Force Majeure that occurs by reason of a Change in Law) that first occurs between the Agreement Date and the Milestone Satisfaction Date prevents or delays the development, construction, completion, testing and/or commissioning of the Capture Plant for a continuous period of at least twelve (12) Months as determined by the Waste ICC Contract Counterparty (a "**Prolonged FM Event**"), then the Waste ICC Contract Counterparty shall have the right, but not the obligation, to notify the Emitter in writing (a "**Prolonged FM Event Notice**") that the Waste ICC Contract Counterparty may terminate the Waste ICC Contract following the expiry of a further six (6) Month period from the date of such Prolonged FM Event Notice (a "**Prolonged FM Trigger Date**") in accordance with Condition 38.6. A Prolonged FM Event Notice shall:

- (A) specify the Prolonged FM Trigger Date; and
- (B) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the relevant Prolonged FM Event.

38.6 If a Prolonged FM Event has not been remedied and is continuing at the Prolonged FM Trigger Date, the Waste ICC Contract Counterparty shall have the right, but not the obligation, to give notice to the Emitter terminating the Waste ICC Contract (a "**Prolonged FM Termination Notice**"). A Prolonged FM Termination Notice shall specify the date (on or following the date

of the Prolonged FM Termination Notice) on which termination of the Waste ICC Contract is designated by the Waste ICC Contract Counterparty to take effect (the date so designated being the **"Prolonged FM Termination Date"**).

- 38.7 If the Waste ICC Contract Counterparty issues a Prolonged FM Termination Notice in accordance with Condition 38.6, the Waste ICC Contract shall terminate on the Prolonged FM Termination Date even if (as the context requires):
- (A) a Milestone Requirement has been complied with and fulfilled (such that the Milestone Satisfaction Date has occurred) prior to such date; or
 - (B) the Prolonged FM Event is no longer continuing as at such date.

Termination for T&S Prolonged Unavailability Event

- 38.8 If at any time after the Agreement Date the Waste ICC Contract Counterparty determines that a T&S Prolonged Unavailability Event has occurred, the Waste ICC Contract Counterparty:
- (A) subject to limb (B), shall have the right, but not the obligation, to; or
 - (B) if the T&S Prolonged Unavailability Event has been continuing for a continuous period of twelve (12) months, shall on the first (1st) Business Day following the expiry of such twelve (12) month period,

give notice to the Emitter of the occurrence of such T&S Prolonged Unavailability Event (a **"T&S Prolonged Unavailability Event Notice"**) and the Emitter acknowledges and agrees that it may only refer a determination made by the Waste ICC Contract Counterparty pursuant to this Condition 38.8 to the Dispute Resolution Procedure on the basis of a manifest error or fraud. A T&S Prolonged Unavailability Event Notice shall:

- (i) specify the date:
 - (a) by which the Emitter shall give a notice responding to the Waste ICC Contract Counterparty in accordance with Condition 38.9, being the date which falls six (6) months after the date of the T&S Prolonged Unavailability Event Notice (the **"Emitter T&S Prolonged Unavailability Response Deadline"**); and
 - (b) on and from which, without prejudice to the Waste ICC Contract Counterparty's rights under Condition 38.16, the Waste ICC Contract Counterparty may terminate the Waste ICC Contract, being the date which falls thirty (30) months after the date of the T&S Prolonged Unavailability Event Notice (the **"T&S Prolonged Unavailability Remediation Deadline"**); and
 - (ii) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the T&S Prolonged Unavailability Event.
- 38.9 No later than the Emitter T&S Prolonged Unavailability Response Deadline, the Emitter shall give a notice to the Waste ICC Contract Counterparty (a **"T&S Prolonged Unavailability Response Notice"**). A T&S Prolonged Unavailability Response Notice shall:
- (A) specify that:
 - (i) the T&S Prolonged Unavailability Event is no longer continuing as at the date of such T&S Prolonged Unavailability Response Notice, whereby such notice shall

be accompanied by such Supporting Information as the Emitter considers necessary to evidence the same, which shall include evidence from the T&S Operator that the T&S Prolonged Unavailability Event is no longer continuing;

- (ii) the Emitter considers that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline, whereby such notice shall be accompanied by such Supporting Information as the Emitter considers necessary to evidence the same;
- (iii) the Emitter intends to provide the Waste ICC Contract Counterparty with and implement an Alternative T&S Network Solution Plan, following which Condition 38.13 shall apply; or
- (iv) the Emitter considers that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to one (1) or more of the following reasons (each a **"No Alternative T&S Solution Reason"**):
 - (a) it is not technically feasible for the Emitter, acting in accordance with the Reasonable and Prudent Standard, to connect the Installation to an alternative CO₂ T&S Network delivery point and/or alternative T&S Network;
 - (b) the implementation of an Alternative T&S Network Solution Plan would be illegal;
 - (c) it is not economically feasible for the Emitter, acting in accordance with the Reasonable and Prudent Standard, to connect the Installation to an alternative CO₂ T&S Network delivery point and/or alternative T&S Network;
 - (d) there is no feasible alternative T&S Network which can permanently store the captured CO₂ from the Installation; and/or
 - (e) any other reason which will, or is reasonably likely to, justify the decision not to provide an Alternative T&S Network Solution Plan; and
- (B) include Supporting Information evidencing, in reasonable detail, the steps that the Emitter has taken and/or proposes to take to comply with Condition 52.3 (*Mitigation*) and the Reasonable and Prudent Standard.

38.10 Each T&S Prolonged Unavailability Response Notice and (where Condition 38.12(B)(ii) applies) T&S Prolonged Unavailability Further Response Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the T&S Prolonged Unavailability Response Notice or T&S Prolonged Unavailability Further Response Notice (as applicable).

38.11 The Waste ICC Contract Counterparty shall, no later than thirty (30) Business Days after: (i) the date of a T&S Prolonged Unavailability Response Notice issued in accordance with Condition 38.9(A)(i), Condition 38.9(A)(ii) or Condition 38.9(A)(iv); (ii) receipt of Supporting Information provided in accordance with Condition 38.12(A)(iii), Condition 38.12(B)(iii) or Condition 38.12(C)(iii); or (iii) the date of a T&S Prolonged Unavailability Further Response Notice issued in accordance with Condition 38.12(B)(ii), give a notice to the Emitter (a **"T&S Prolonged Unavailability Review Notice"**). A T&S Prolonged Unavailability Review Notice shall specify whether the Waste ICC Contract Counterparty considers that:

- (A) if the T&S Prolonged Unavailability Response Notice relates to Condition 38.9(A)(i), the Waste ICC Contract Counterparty has received Supporting Information in accordance with Condition 38.12(A)(iii) or the Waste ICC Contract Counterparty has received a T&S Prolonged Unavailability Further Response Notice in accordance with Condition 38.12(B)(ii)(a)(1):
 - (i) the Emitter has or has not delivered evidence in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) that the T&S Prolonged Unavailability Event was no longer continuing as at the date of the T&S Prolonged Unavailability Response Notice; or
 - (ii) it has not been provided with sufficient Supporting Information to determine (acting reasonably) whether the T&S Prolonged Unavailability Event was no longer continuing as at the date of the T&S Prolonged Unavailability Response Notice and, if so, such notice shall contain details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to make such a determination;
- (B) if the T&S Prolonged Unavailability Response Notice relates to Condition 38.9(A)(ii), the Waste ICC Contract Counterparty has received Supporting Information in accordance with Condition 38.12(B)(iii) or the Waste ICC Contract Counterparty has received a T&S Prolonged Unavailability Further Response Notice in accordance with Condition 38.12(B)(ii)(a)(2):
 - (i) the Emitter has or has not delivered evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline; or
 - (ii) it has not been provided with sufficient Supporting Information to determine (acting reasonably) whether the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline and, if so, such notice shall contain details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to make such a determination;
- (C) if the T&S Prolonged Unavailability Response Notice relates to Condition 38.9(A)(iv), the Waste ICC Contract Counterparty has received Supporting Information in accordance with Condition 38.12(C)(iii) or the Waste ICC Contract Counterparty has received a T&S Prolonged Unavailability Further Response Notice in accordance with Condition 38.12(B)(ii)(a)(4):
 - (i) the Emitter has or has not delivered evidence in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to a No Alternative T&S Solution Reason; or
 - (ii) it has not been provided with sufficient Supporting Information to determine (acting reasonably) whether the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and/or the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to a No Alternative T&S Solution Reason and, if so, such notice shall contain details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to make such a determination.

38.12 If the Waste ICC Contract Counterparty states in the T&S Prolonged Unavailability Review Notice that:

- (A) if the T&S Prolonged Unavailability Response Notice relates to Condition 38.9(A)(i):
 - (i) the Emitter has delivered satisfactory evidence that the T&S Prolonged Unavailability Event was no longer continuing as at the date of the T&S Prolonged Unavailability Response Notice, then the T&S Prolonged Unavailability Event will be deemed to have been remedied for the purposes of the Waste ICC Contract;
 - (ii) the Emitter has not delivered satisfactory evidence that the T&S Prolonged Unavailability Event was no longer continuing as at the date of the T&S Prolonged Unavailability Response Notice, then the T&S Prolonged Unavailability Event will be deemed to have not been remedied for the purposes of the Waste ICC Contract; or
 - (iii) the Emitter has not provided sufficient Supporting Information to enable the Waste ICC Contract Counterparty to determine (acting reasonably) whether the T&S Prolonged Unavailability Event is no longer continuing as at the date of such notice, then the Emitter shall provide such Supporting Information to the Waste ICC Contract Counterparty within twenty (20) Business Days of the date of the T&S Prolonged Unavailability Review Notice and Condition 38.11 shall reapply;
- (B) if the T&S Prolonged Unavailability Response Notice relates to Condition 38.9(A)(ii):
 - (i) the Emitter has delivered satisfactory evidence that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline, then the Emitter shall notify the Waste ICC Contract Counterparty in writing no later than five (5) Business Days following the date on which the T&S Prolonged Unavailability Event has been remedied together with such Supporting Information, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), to evidence that the T&S Prolonged Unavailability Event is no longer continuing;
 - (ii) the Emitter has not delivered satisfactory evidence that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline then, as soon as reasonably practicable but no later than the Alternative T&S Network Solution Plan Deadline, the Emitter shall give a further notice to the Waste ICC Contract Counterparty (a **"T&S Prolonged Unavailability Further Response Notice"**). A T&S Prolonged Unavailability Further Response Notice shall:
 - (a) specify that:
 - (1) the T&S Prolonged Unavailability Event is no longer continuing as at the date of such notice, whereby such notice shall be accompanied by such Supporting Information as the Emitter considers necessary to evidence the same, following which Condition 38.11 shall reapply;
 - (2) the Emitter considers that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline, whereby such notice shall be accompanied by such Supporting Information as the Emitter

considers necessary to evidence the same, following which Condition 38.11 shall reapply;

- (3) the Emitter intends to implement an Alternative T&S Network Solution Plan, whereby such notice shall be accompanied by a draft Alternative T&S Network Solution Plan (with Supporting Information), following which Condition 38.13 shall apply; or
 - (4) the Emitter considers that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to one (1) or more of the No Alternative T&S Solution Reasons, whereby such notice shall be accompanied by such Supporting Information as the Emitter considers necessary to evidence the same, following which Condition 38.11 shall reapply; and
 - (b) include Supporting Information evidencing, in reasonable detail, the steps that the Emitter has taken and/or proposes to take to comply with Condition 52.3 (*Mitigation*) and the Reasonable and Prudent Standard; or
 - (iii) if the Emitter has not provided sufficient Supporting Information to enable the Waste ICC Contract Counterparty to determine (acting reasonably) whether the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline, then the Emitter shall provide such Supporting Information to the Waste ICC Contract Counterparty within twenty (20) Business Days of the date of the T&S Prolonged Unavailability Review Notice and Condition 38.11 shall reapply;
- (C) if the T&S Prolonged Unavailability Response Notice relates to Condition 38.9(A)(iv):
- (i) the Emitter has delivered satisfactory evidence that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to a No Alternative T&S Solution Reason, then a T&S Prolonged Unavailability Termination Event pursuant to limb (B) of such definition shall be deemed to have occurred and Condition 38.22 shall apply;
 - (ii) the Emitter has not delivered satisfactory evidence that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to a No Alternative T&S Solution Reason, then the T&S Prolonged Unavailability Event will be deemed to have not been remedied for the purposes of the Waste ICC Contract; or
 - (iii) the Emitter has not provided sufficient Supporting Information to enable the Waste ICC Contract Counterparty to determine (acting reasonably) whether the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and/or the Emitter cannot provide a feasible Alternative T&S Network Solution Plan due to a No Alternative T&S Solution Reason, then the Emitter shall provide such Supporting Information to the Waste ICC Contract Counterparty within twenty (20) Business Days of the date of the T&S Prolonged Unavailability Review Notice and Condition 38.11 shall reapply.

38.13 If this Condition 38.13 applies:

- (A) the Emitter shall prepare and submit to the Waste ICC Contract Counterparty for the Waste ICC Contract Counterparty's approval a draft Alternative T&S Network Solution Plan (with Supporting Information) no later than the Alternative T&S Network Solution Plan Deadline;
- (B) without prejudice to Condition 38.13(C), as soon as reasonably practicable after receipt of the draft Alternative T&S Network Solution Plan (and Supporting Information) issued in accordance with Condition 38.13(A) or the relevant additional Supporting Information provided in accordance with Condition 38.14(A)(i) or an amended draft Alternative T&S Network Solution Plan issued in accordance with Condition 38.14(A)(ii) or Condition 38.13(C), the Parties shall consult with each other in good faith to attempt to agree the relevant draft Alternative T&S Network Solution Plan and any consequential amendments that would be required to this Waste ICC Contract in order to (i) implement such draft Alternative T&S Network Solution Plan and (ii) achieve (in so far as possible) the same overall balance of benefits, liabilities, risks and rewards between the Parties that existed at the Agreement Date; and
- (C) the Waste ICC Contract Counterparty shall, no later than six (6) months after receipt of the draft Alternative T&S Network Solution Plan (and Supporting Information) issued in accordance with Condition 38.13(A) or the relevant additional Supporting Information provided in accordance with Condition 38.14(A)(i) or an amended draft Alternative T&S Network Solution Plan issued in accordance with Condition 38.14(A)(ii) or Condition 38.14(B), give a notice to the Emitter (an "**Alternative T&S Network Review Notice**") which shall specify whether the Waste ICC Contract Counterparty (in its sole and absolute discretion):
 - (i) approves the draft Alternative T&S Network Solution Plan without amendment, following which the draft Alternative T&S Network Solution Plan shall become the "**Approved Alternative T&S Network Solution Plan**";
 - (ii) requires the Emitter to provide additional Supporting Information in relation to the draft Alternative T&S Network Solution Plan in order for the Waste ICC Contract Counterparty to assess whether or not to approve such draft Alternative T&S Network Solution Plan;
 - (iii) requires amendments to the draft Alternative T&S Network Solution Plan, in which case the Alternative T&S Network Review Notice shall provide the Emitter with sufficient detail in relation to such required amendments; or
 - (iv) rejects the draft Alternative T&S Network Solution Plan, in which case the Alternative T&S Network Review Notice shall provide the Emitter with such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the reasons for such rejection and the Emitter acknowledges and agrees that it shall not be entitled to refer any decision made by the Waste ICC Contract Counterparty pursuant to this Condition 38.13(C)(iv) to the Dispute Resolution Procedure.

38.14 The Emitter:

- (A) shall no later than twenty (20) Business Days after the date of an Alternative T&S Network Review Notice, submit to the Waste ICC Contract Counterparty:
 - (i) if Condition 38.13(C)(ii) applies, the relevant additional Supporting Information specified in the Alternative T&S Network Review Notice; or

- (ii) if Condition 38.13(C)(iii) applies, an amended draft Alternative T&S Network Solution Plan which includes the amendments specified in the Alternative T&S Network Review Notice; or
- (B) may, if Condition 38.13(C)(iv) applies, submit an amended draft Alternative T&S Network Solution Plan to the Waste ICC Contract Counterparty no later than twenty (20) Business Days after the date of an Alternative T&S Network Review Notice,

and Condition 38.13(C) shall then reapply.

38.15 Nothing in Conditions 38.8 to 38.14 (*Termination for T&S Prolonged Unavailability Event*) shall require the Waste ICC Contract Counterparty to specify in:

- (A) any T&S Prolonged Unavailability Review Notice or any T&S Prolonged Unavailability Further Response Notice that a T&S Prolonged Unavailability Event is no longer continuing; and
- (B) any Alternative T&S Network Review Notice that a draft Alternative T&S Network Solution Plan is approved,

unless and until the Waste ICC Contract Counterparty is satisfied of the same.

Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension

38.16 If the Emitter fails to give:

- (A) a T&S Prolonged Unavailability Response Notice to the Waste ICC Contract Counterparty by the Emitter T&S Prolonged Unavailability Response Deadline pursuant to Condition 38.9;
- (B) if applicable, a T&S Prolonged Unavailability Further Response Notice to the Waste ICC Contract Counterparty by the Alternative T&S Network Solution Plan Deadline pursuant to Condition 38.12(B)(ii);
- (C) if applicable, the relevant Supporting Information in accordance with Condition 38.12(A)(iii), Condition 38.12(B)(iii) or Condition 38.12(C)(iii) (as applicable) to enable the Waste ICC Contract Counterparty to assess the T&S Prolonged Unavailability Response Notice;
- (D) if applicable, a draft Alternative T&S Network Solution Plan to the Waste ICC Contract Counterparty by the Alternative T&S Network Solution Plan Deadline pursuant to Condition 38.13(A);
- (E) if applicable, the relevant additional Supporting Information specified in the Alternative T&S Network Review Notice pursuant to Condition 38.14(A)(i);
- (F) if applicable, an amended draft Alternative T&S Network Solution Plan which includes the amendments specified in the Alternative T&S Network Review Notice pursuant to Condition 38.14; and/or
- (G) if applicable, where the Emitter elects to, an amended draft Alternative T&S Network Solution Plan pursuant to Condition 38.14(B),

(each a "**T&S Prolonged Unavailability Procedure Obligation**"),

the Waste ICC Contract Counterparty may elect to suspend payment of any amounts (including any T&S Connection Delay Compensation and TCDE Relief Amount) which would

otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of a T&S Prolonged Unavailability Procedure Obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.

- 38.17 If the Emitter subsequently complies with the relevant T&S Prolonged Unavailability Procedure Obligation(s), then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of Condition 38.16. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this Condition 38.17.
- 38.18 If Condition 38.13(C)(i) applies:
- (A) as soon as reasonably practicable and in any event no later than sixty (60) Business Days after the date of the Alternative T&S Network Review Notice, the Emitter shall commence the implementation of the Approved Alternative T&S Network Solution Plan, and the Emitter shall continue to implement the Approved Alternative T&S Network Solution Plan in accordance with its terms in order to remedy the T&S Prolonged Unavailability Event; and
 - (B) the Emitter shall notify the Waste ICC Contract Counterparty in writing no later than five (5) Business Days following the date on which the Emitter fully implements the Approved Alternative T&S Network Solution Plan such that the T&S Prolonged Unavailability Event has been remedied (an "**Emitter T&S Prolonged Unavailability Remediation Notice**") together with such Supporting Information, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), to evidence that the T&S Prolonged Unavailability Event has been remedied.
- 38.19 The Emitter shall keep the Waste ICC Contract Counterparty reasonably informed as to the progress towards remediation of the T&S Prolonged Unavailability Event and, in particular, shall provide the Waste ICC Contract Counterparty with reports (in a form, content and frequency satisfactory to the Waste ICC Contract Counterparty) of the progress made in or towards the remediation of the T&S Prolonged Unavailability Event.
- 38.20 The Emitter shall give the Waste ICC Contract Counterparty a notice promptly upon the Emitter becoming aware of any fact, matter or circumstance which will or is reasonably likely to:
- (A) significantly affect the accuracy of any T&S Prolonged Unavailability Response Notice or T&S Prolonged Unavailability Further Response Notice, including any accompanying Supporting Information;
 - (B) where the Emitter has notified the Waste ICC Contract Counterparty that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline, prevent (or delay) the remediation of the T&S Prolonged Unavailability Event by the T&S Prolonged Unavailability Remediation Deadline; or
 - (C) where Condition 38.13(C)(i) applies, prevent (or delay) the implementation of an Approved Alternative T&S Network Solution Plan in accordance with its terms in order to remedy the T&S Prolonged Unavailability Event.
- 38.21 The Emitter shall ensure that:

- (A) all forecasts, forward-looking statements and data provided by or on behalf of the Emitter pursuant to Conditions 38.9 to 38.20 are prepared in good faith, on a reasonable basis and with due care and attention; and
- (B) all other Information provided by or on behalf of the Emitter pursuant to Conditions 38.9 to 38.20 is true, complete and accurate in all material respects and is not misleading.

Termination for failing to remedy a T&S Prolonged Unavailability Event

- 38.22 If, at any time after the Agreement Date, the Waste ICC Contract Counterparty determines that a T&S Prolonged Unavailability Termination Event has occurred, the Waste ICC Contract Counterparty shall have the right, but not the obligation, to give a notice to the Emitter terminating the Waste ICC Contract (a "**T&S Prolonged Unavailability Termination Notice**"). A T&S Prolonged Unavailability Termination Notice shall specify the date (on or following the date of the T&S Prolonged Unavailability Termination Notice) on which termination of the Waste ICC Contract is designated by the Waste ICC Contract Counterparty to take effect (the date so designated being the "**T&S Prolonged Unavailability Termination Date**").
- 38.23 No later than ten (10) Business Days after receipt of a T&S Prolonged Unavailability Termination Notice, the Emitter shall give notice to the Waste ICC Contract Counterparty (an "**T&S Termination Response Notice**"). A T&S Termination Response Notice shall:
- (A) specify the Emitter's good faith estimate of the T&S Termination Payment; and
 - (B) include such Supporting Information as the Emitter considers necessary to enable the Waste ICC Contract Counterparty to calculate the T&S Termination Payment, in particular the details required to apply the formula set out in Condition 39.4 (*Consequences of T&S Prolonged Unavailability Event termination*) in order to carry out such calculation.
- 38.24 A T&S Termination Response Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the T&S Termination Response Notice.
- 38.25 Following the delivery of a T&S Prolonged Unavailability Termination Notice, the Waste ICC Contract shall terminate on the T&S Prolonged Unavailability Termination Date even if the T&S Prolonged Unavailability Event is no longer continuing on the T&S Prolonged Unavailability Termination Date.
- 38.26 To the extent that the Emitter is prevented from or delayed in implementing an Approved Alternative T&S Network Solution Plan in accordance with limb (D) of the definition of T&S Prolonged Unavailability Termination Event as a direct result of the occurrence and continuance of Force Majeure in respect of which the Emitter is the FM Affected Party, then:
- (A) the Emitter shall be relieved from liability and deemed not to be in breach of limb (D) of the definition of T&S Prolonged Unavailability Termination Event; and
 - (B) any agreed milestones set out in the Approved Alternative T&S Network Solution Plan shall be extended day for day for each day of delay to the implementation of the Approved Alternative T&S Network Solution Plan,
- but only to the extent that the Emitter has satisfied the requirements and conditions of Condition 57 (*Force Majeure*).

Default termination

- 38.27 If, at any time on or after the Start Date, a Termination Event has occurred and is continuing, the Waste ICC Contract Counterparty shall have the right, but not the obligation, to give notice to the Emitter terminating the Waste ICC Contract (a **"Default Termination Notice"**). A Default Termination Notice shall specify:
- (A) the date (on or following the date of the Default Termination Notice) on which termination of the Waste ICC Contract is designated by the Waste ICC Contract Counterparty to take effect (the date so designated being the **"Default Termination Date"**); and
 - (B) the Termination Event which has occurred.
- 38.28 If the Waste ICC Contract Counterparty gives a Default Termination Notice to the Emitter, the Waste ICC Contract shall terminate on the Default Termination Date even if the Termination Event is no longer continuing on the Default Termination Date.

Qualifying Change in Law termination

- 38.29 Subject to Condition 38.30, if a Qualifying Change in Law is implemented, occurs or becomes effective and gives rise to or results in a QCiL Construction Event or a QCiL Operations Cessation Event (including a Qualifying Shutdown Event), the Waste ICC Contract Counterparty shall give notice to the Emitter terminating the Waste ICC Contract (a **"QCiL Termination Notice"**). A QCiL Termination Notice shall specify the date (on or following the date of the QCiL Termination Notice) on which termination of the Waste ICC Contract is designated by the Waste ICC Contract Counterparty to take effect (the date so designated being the **"QCiL Termination Date"**).
- 38.30 The Waste ICC Contract Counterparty shall not exercise its right to terminate the Waste ICC Contract pursuant to Condition 38.29 in circumstances in which the Emitter has provided an Emitter QCiL Notice or an Emitter QCiL Response Notice unless and until the Parties have agreed that a QCiL Construction Event or QCiL Operations Cessation Event has occurred or a determination to that effect has been made pursuant to the Dispute Resolution Procedure.

QCiL Compensation termination

- 38.31 The Waste ICC Contract Counterparty shall have the right, but not the obligation, to give notice to the Emitter terminating the Waste ICC Contract if:
- (A) a Qualifying Change in Law occurs, is implemented or becomes effective; and
 - (B) either:
 - (i) (a) such Qualifying Change in Law occurs, is implemented or becomes effective before the Start Date and does not constitute a QCiL Construction Event; and (b) Condition 30.3(A) applies; or
 - (ii) (a) such Qualifying Change in Law occurs, is implemented or becomes effective on or after the Start Date and does not constitute a QCiL Operations Cessation Event; and (b) Condition 30.3(B) applies,
- (a **"QCiL Compensation Termination Notice"**). A QCiL Compensation Termination Notice shall specify the date (on or following the date of the QCiL Compensation Termination Notice) on which termination of the Waste ICC Contract is designated by the Waste ICC Contract Counterparty to take effect (the date so designated being a **"QCiL Compensation Termination Date"**).

No other termination rights

- 38.32 The termination rights in this Condition 38 (*Termination*) are the only rights that either Party has to terminate the Waste ICC Contract.

Notice provisions

- 38.33 Any Pre-Start Date Termination Notice, Prolonged FM Termination Notice Default Termination Notice, T&S Prolonged Unavailability Termination Notice or QCiL Compensation Termination Notice issued by the Waste ICC Contract Counterparty pursuant to this Condition 38 (*Termination*) may be revoked by the Waste ICC Contract Counterparty giving written notice of the same to the Emitter at any time prior to the Pre-Start Date Termination Date, Prolonged FM Termination Date, T&S Prolonged Unavailability Termination Date, Default Termination Date or QCiL Compensation Termination Date (as applicable) and, upon such revocation, the Pre-Start Date Termination Notice, Prolonged FM Termination Notice, Default Termination Notice, T&S Prolonged Unavailability Termination Notice or QCiL Compensation Termination Notice (as applicable) shall cease to have any effect.

39. CONSEQUENCES OF TERMINATION

Consequences of termination: General

- 39.1 Termination of the Waste ICC Contract pursuant to Condition 38.1 (*Pre-Start Date termination*), Condition 38.5 (*Termination for Prolonged Force Majeure*), Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*), Condition 38.27 (*Default termination*), Condition 38.29 (*Qualifying Change in Law Termination*) or Condition 38.31 (*QCiL Compensation termination*):

- (A) shall not affect, and shall be without prejudice to, the accrued rights and liabilities of each Party and the rights and liabilities of each Party arising as a result of:
 - (i) any antecedent breach of any provision of the Waste ICC Contract; and
 - (ii) any breach of any provisions of the Waste ICC Contract which are expressed to survive expiry pursuant to Condition 41 (*Survival*); and
- (B) shall be subject to Condition 41 (*Survival*).

Consequences of Pre-Start Date termination and termination for Prolonged Force Majeure

- 39.2 Subject to Condition 39.1, if the Waste ICC Contract Counterparty terminates the Waste ICC Contract pursuant to Condition 38.1 (*Pre-Start Date termination*) or Condition 38.5 (*Termination for Prolonged Force Majeure*):

- (A) no payment shall be payable by either Party to the other Party as a consequence of such termination;
- (B) all rights and obligations of the Parties under the Waste ICC Contract shall end; and
- (C) neither Party shall be entitled to make any claim against the other Party under or in respect of the Waste ICC Contract.

Consequences of T&S Prolonged Unavailability Event termination

- 39.3 If the Waste ICC Contract Counterparty terminates the Waste ICC Contract pursuant to Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*), as soon as reasonably practicable after receipt of the T&S Termination Response Notice pursuant to Condition 38.23 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*) the Waste ICC Contract Counterparty shall:

- (A) calculate the T&S Termination Payment; and
- (B) give a notice to the Emitter (a **"T&S Termination Payment Notice"**). A T&S Termination Payment Notice shall specify:
- (i) the amount of the T&S Termination Payment;
 - (ii) the principal inputs used by the Waste ICC Contract Counterparty to calculate the T&S Termination Payment; and
 - (iii) whether the T&S Termination Payment shall be effected (after consultation with the Emitter) as a lump sum payment or by means of staged payments.

39.4 If the T&S Termination Payment is to be paid as a lump sum, the T&S Termination Payment shall be calculated in accordance with the following formula:

$$T\&S\ Termination\ Payment\ (lump\ sum) = \sum_{j=1}^n \left(\frac{C_j - S_j}{(1 + R_s)^{j-1}} \right) - NRV$$

where:

- j = a whole number integer from one (1) to n ; such integers referring to distinct time periods as follows:
- the first (1st) period ($j = 1$) covers the period from the T&S Prolonged Unavailability Termination Date to 31 December in the year of the T&S Prolonged Unavailability Termination Date;
 - the second (2nd) to the ($n-1$)th periods ($2 \leq j < n$) are consecutive periods of one (1) calendar year length each; and
 - the n th period ($j = n$) is the period starting on 1 January in the year in which the Expiry Date falls and ending on the Expiry Date;
- NRV = the Net Recoverable Value of the Capture Plant (£) expressed in real terms as at the T&S Prolonged Unavailability Termination Date;
- C_j = all T&S Termination Costs in period (j) (£) expressed in real terms as at the T&S Prolonged Unavailability Termination Date;
- S_j = all T&S Termination Savings in period (j) (£) expressed in real terms as at the T&S Prolonged Unavailability Termination Date; and
- R_s = the Post-Tax Real Discount Rate (expressed as a percentage (%)).

39.5 Subject to Condition 39.7, if the T&S Termination Payment is to be effected as a lump sum payment, the Waste ICC Contract Counterparty shall no later than thirty (30) Business Days after the date of the T&S Termination Payment Notice, pay to the Emitter (or such person as the Emitter may direct) the T&S Termination Payment.

39.6 Subject to Condition 39.7, if the T&S Termination Payment is to be paid by means of staged payments:

- (A) the Waste ICC Contract Counterparty shall (after consultation with the Emitter) determine the frequency of such payments (each such payment a "**T&S Termination Staged Payment**") provided that the Waste ICC Contract Counterparty shall make the first T&S Termination Staged Payment no later than ten (10) Business Days after the date of the T&S Termination Payment Notice and the final T&S Termination Staged Payment shall be made by the earlier of: (i) the date that is five (5) years from the date of the T&S Termination Payment Notice; and (ii) the Expiry Date;
- (B) the T&S Termination Staged Payments shall be effected on the basis that such amounts shall be equivalent to the amount that the Emitter would have received had the T&S Termination Payment been effected as a lump sum payment in accordance with Condition 39.4, calculated as follows:

$$T\&S\ Termination\ Payment = \sum_{k=1}^m \frac{T\&S\ Termination\ Staged\ Payments_k}{(1 + R)^{k-1}}$$

where:

T&S Termination Payment = the T&S Termination Payment calculated as a lump sum payment in accordance with Condition 39.4;

k = a whole number integer from one (1) to *m*; such integers referring to distinct time periods as follows:

- the first (1st) period (*k* = 1) covers the period from the T&S Prolonged Unavailability Termination Date to 31 December in the year of the T&S Prolonged Unavailability Termination Date;
- the second (2nd) to the (*m*-1)th periods ($2 \leq k < m$) are consecutive periods of one (1) calendar year length each; and
- the *m*th period (*k* = *m*) is the period starting on 1 January in the year in which the earlier of the following occurs: (i) the date that is five (5) years from the date of the T&S Termination Payment Notice; and (ii) the Expiry Date;

T&S Termination Staged Payments_k = all T&S Termination Staged Payments which are scheduled to be made in period (*k*) (£) expressed in real terms as at the

T&S Prolonged Unavailability
Termination Date; and

R_s = the Post-Tax Real Discount Rate
(expressed as a percentage (%)); and

- (C) on each staged payment date (t), the Waste ICC Contract Counterparty shall pay the Emitter the T&S Termination Staged Payment which is scheduled to be paid on such date (the "**Scheduled T&S Termination Staged Payment**") calculated as follows:

$$\text{Scheduled T\&S Termination Staged Payment} = \text{T\&S Termination Staged Payment}_t \times \frac{CPI_t}{CPI_q}$$

where:

$\text{T\&S Termination Staged Payment}_t$ = the T&S Termination Staged Payment which is scheduled to be paid on staged payment date (t) (£) expressed in real terms as at the T&S Prolonged Unavailability Termination Date;

CPI_t = the CPI applicable at staged payment date (t); and

CPI_q = the CPI applicable at the T&S Prolonged Unavailability Termination Date.

- 39.7 The Waste ICC Contract Counterparty may set off against the T&S Termination Payment any or all other amounts owing (whether or not matured, contingent or invoiced) by the Emitter to the Waste ICC Contract Counterparty as at the T&S Prolonged Unavailability Termination Date. The right of set-off shall be without prejudice and in addition to any other right to which the Waste ICC Contract Counterparty is otherwise entitled. If an amount is unascertained, the Waste ICC Contract Counterparty may reasonably estimate the amount to be set off, subject to subsequent adjustment within twenty-eight (28) calendar days of the amount becoming ascertained.
- 39.8 Subject to Condition 39.1, Condition 39.3, Condition 39.4, Condition 39.5, Condition 39.6, Condition 39.7, Condition 39.14 and Condition 39.15, if the Waste ICC Contract Counterparty terminates the Waste ICC Contract pursuant to Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*):
- (A) no payment shall be payable by either Party to the other Party as a consequence of such termination;
 - (B) all rights and obligations of the Parties under the Waste ICC Contract shall end; and
 - (C) neither Party shall be entitled to make any claim against the other Party under or in respect of the Waste ICC Contract.

Consequences of default termination

- 39.9 If the Waste ICC Contract Counterparty terminates the Waste ICC Contract pursuant to Condition 38.27 (*Default termination*), on or as soon as reasonably practicable after the Default Termination Date, the Waste ICC Contract Counterparty shall:

- (A) calculate the Default Termination Payment; and
 - (B) give a notice to the Emitter (a **"Default Termination Payment Notice"**). A Default Termination Payment Notice shall specify the amount of the Default Termination Payment along with the principal inputs used by the Waste ICC Contract Counterparty to calculate such Default Termination Payment.
- 39.10 The Emitter shall no later than thirty (30) Business Days after notification of the amount of the Default Termination Payment, pay to the Waste ICC Contract Counterparty (or such person as the Waste ICC Contract Counterparty may direct) the Default Termination Payment, which amount shall bear interest in accordance with Condition 14 (*Default Interest*), and no dispute by the Emitter as to the amount of the Default Termination Payment shall relieve it of its obligation pursuant to this Condition 39.10.
- 39.11 If the Waste ICC Contract Counterparty terminates the Waste ICC Contract pursuant to Condition 22.17 (*Failure to rectify Termination Threshold Capture Rate Breach or implement Approved Capture Rate Breach Rectification Plan*), the Default Termination Payment shall be reduced by any amount which the Waste ICC Contract Counterparty has suspended in accordance with Conditions 22.18 to 22.20 (*Failure to comply with Minimum CO₂ Capture Rate Obligation: Suspension*) or Conditions 22.21 to 22.23 (*Failure to comply with Termination Threshold Capture Rate: Suspension*) (as applicable) and not subsequently paid to the Emitter in accordance with Condition 22.18 (*Failure to comply with Minimum CO₂ Capture Rate Obligation: Suspension*) or Condition 22.21 (*Failure to comply with Termination Threshold Capture Rate: Suspension*) (as applicable).
- 39.12 Subject to Condition 39.1, Condition 39.9, Condition 39.10, Condition 39.14 and Condition 39.15, if the Waste ICC Contract Counterparty terminates the Waste ICC Contract pursuant to Condition 38.27 (*Default termination*):
- (A) no payment shall be payable by either Party to the other Party as a consequence of such termination;
 - (B) all rights and obligations of the Parties under the Waste ICC Contract shall end; and
 - (C) neither Party shall be entitled to make any claim against the other Party under or in respect of the Waste ICC Contract.

Consequences of Qualifying Change in Law termination and QCiL Compensation termination

- 39.13 Subject to Condition 39.1, if the Waste ICC Contract Counterparty terminates the Waste ICC Contract pursuant to Condition 38.29 (*Qualifying Change in Law Termination*) or Condition 38.31 (*QCiL Compensation termination*):
- (A) no payment shall be payable by either Party to the other Party as a consequence of such termination, except that such termination shall be without prejudice to:
 - (i) each Party's obligation to pay any QCiL Compensation and QCiL True-Up Compensation; and
 - (ii) the Emitter's obligation to pay to the Waste ICC Contract Counterparty the Contract End GGR Credit Revenue Payment (if any) pursuant to Condition 39.14 (*Contract End GGR Credit Revenue Payment*) and Condition 39.15 (*Contract End GGR Credit Revenue Payment*);
 - (B) all rights and obligations of the Parties under the Waste ICC Contract shall end; and

- (C) (subject to Condition 39.14(A) above) neither Party shall be entitled to make any claim against the other Party pursuant to the Waste ICC Contract.

Contract End GGR Credit Revenue Payment

39.14 If the Waste ICC Contract:

- (A) expires or terminates; and
- (B) any Compliance GGR Credit and/or Voluntary GGR Credit generated by the Emitter has not yet been taken into account in the calculation of the Monthly GGR Credit Revenue,

on or as soon as reasonably practicable after the later of:

- (C) the expiry or termination of the Waste ICC Contract; and
- (D) the provision of the final Voluntary GGR Credit Restriction Auditor's Report and/or the final Compliance GGR Credit Restriction Auditor's Report relating respectively to any Voluntary GGR Credit and/or Compliance GGR Credit referred to in Condition 39.14(B),

the Waste ICC Contract Counterparty shall:

- (i) calculate the Contract End GGR Credit Revenue Payment; and
- (ii) give a notice to the Emitter, which shall specify the amount of the Contract End GGR Credit Revenue Payment, along with the principal inputs used by the Waste ICC Contract Counterparty to calculate such Contract End GGR Credit Revenue Payment.

39.15 The Emitter shall no later than thirty (30) Business Days after notification of the amount of the Contract End GGR Credit Revenue Payment, pay to the Waste ICC Contract Counterparty (or such person as the Waste ICC Contract Counterparty may direct) the Contract End GGR Credit Revenue Payment, which amount shall bear interest in accordance with Condition 14 (*Default Interest*), and no dispute by the Emitter as to the amount of the Contract End GGR Credit Revenue Payment, shall relieve it of its obligation pursuant to this Condition 39.15.

40. TERMINATION EVENTS

Termination Events

40.1 A "**Termination Event**" means the occurrence at any time with respect to the Emitter of any of the following events.

- (A) *Insolvency*: the Emitter:
- (i) is dissolved (other than pursuant to a solvent consolidation, amalgamation or merger) or becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (ii) has an order made or resolution passed for its winding-up or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger); or
- (iii) is subject to any event with respect to it which, pursuant to the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in Condition 40.1(A)(i) or Condition 40.1(A)(ii),

except where any of the events set out in this Condition 40.1(A) are attributable to the Waste ICC Contract Counterparty not paying when due any amount which, but for the operation of Condition 59 (*Limited recourse arrangements, undertakings and acknowledgements*), would have been due pursuant to the Waste ICC Contract.

- (B) *Non-payment*: the Emitter fails to pay any Emitter Net Payable Amount on the due date pursuant to the Waste ICC Contract at the place at and in the currency in which it is expressed to be payable and that failure is not remedied on or before the twentieth (20th) Business Day after the Waste ICC Contract Counterparty gives the Emitter notice of that failure (the "**NPA Payment Cure Period**") unless the failure is caused by a Payment Disruption Event in which case the NPA Payment Cure Period shall be extended day for day for each day on which the Payment Disruption Event continues.
- (C) *Credit Support Default*:
 - (i) the Emitter fails to transfer, deliver, extend, renew or replace (or procure the transfer, delivery, extension, renewal or replacement of) Acceptable Collateral in accordance with Part 9 (*Credit Support*);
 - (ii) any Letter of Credit provided pursuant to Part 9 (*Credit Support*) expires, terminates, fails or ceases to be in full force and effect in breach of, and is not extended, renewed or replaced in accordance with Part 9 (*Credit Support*); or
 - (iii) the Emitter, or the issuer of any Letter of Credit, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of a Letter of Credit provided to the Waste ICC Contract Counterparty pursuant to Part 9 (*Credit Support*), unless such disclaimer, repudiation, rejection or challenge is withdrawn or a substitute Letter of Credit is provided to the Waste ICC Contract Counterparty no later than five (5) Business Days after such disclaimer, repudiation, rejection or challenge.
- (D) *Breach of key obligations*:
 - (i) the Emitter is in breach of any of Condition 20.1(E) (*Ownership*) or Conditions 69.1 to 69.10 (*Transfers*); or
 - (ii) any director, officer or other senior manager of the Emitter commits or procures fraud, or aids, abets or counsels fraud (and fraud is in fact committed) in relation to the Waste ICC Contract, any other Waste ICC Document or the Grant Funding Agreement.
- (E) *Measurement Equipment*: a Technical Compliance Termination Event or a Measurement Equipment Access Termination Event.
- (F) *Minimum CO₂ Capture Rate*: a Capture Rate Termination Event.
- (G) *CO₂ Measurement Data*: a Misleading CO₂ Measurement Data Termination Event.
- (H) *Grant Funding Agreement cross-default*: the Grant Funding Agreement is terminated due to the Emitter's breach or default, provided that this limb shall not apply in circumstances where the Grant Funding Agreement terminates as a condition to the Secretary of State granting the Emitter consent to the commencement of CO₂ Utilisation pursuant to clause 25.2 (*CO₂ Utilisation*) of the Grant Funding Agreement.
- (I) *CCS Network Code cross-default*: the Emitter ceases to be a User (as defined in the CCS Network Code) of or in relation to the relevant T&S Network pursuant to the terms of the CCS Network Code due to User Default (as defined in the CCS Network Code).

- (J) *Greenhouse Gas Removal*: a Greenhouse Gas Removal Information Termination Event or a Greenhouse Gas Removal Audit Termination Event.
- (K) *GGR Acceptable Collateral*:
 - (i) the Emitter fails to transfer, deliver, extend, renew or replace (or procure the transfer, delivery, extension, renewal or replacement of) any GGR Acceptable Collateral in accordance with Part G (*Accumulated GGR Credits: Security and Enforcement*) of Annex 12 (*Greenhouse Gas Removal Credits*);
 - (ii) any GGR Letter of Credit or GGR Bond provided pursuant to Annex 12 (*Greenhouse Gas Removal Credits*) expires, terminates, fails or otherwise ceases to be in full force and effect or is subject to a GGR Letter of Credit Event or a GGR Bond Event (as applicable) and is not extended, renewed or replaced in accordance with Part G (*Accumulated GGR Credits: Security and Enforcement*) of Annex 12 (*Greenhouse Gas Removal Credits*); or
 - (iii) the Emitter, any GGR Qualifying Issuer and/or GGR Qualifying Bond Provider, disclaims, repudiates or rejects, in whole or in part, or otherwise challenges the validity of any GGR Letter of Credit or GGR Bond (as applicable) provided to the Waste ICC Contract Counterparty pursuant to Part G (*Accumulated GGR Credits: Security and Enforcement*) of Annex 12 (*Greenhouse Gas Removal Credits*), unless such disclaimer, repudiation, rejection or challenge is withdrawn in writing, or a substitute GGR Letter of Credit or GGR Bond (as applicable) is provided to the Waste ICC Contract Counterparty, no later than five (5) Business Days after such disclaimer, repudiation, rejection or challenge.
- (L) *Biogenic LTSS*: a Biogenic LTSS Information Termination Event or a Biogenic LTSS Access Termination Event.
- (M) *Auxiliary Generation System*: an Auxiliary Generation System Information Termination Event.

41. **SURVIVAL**

- 41.1 Upon termination or expiry of the Waste ICC Contract, the Parties shall have no further obligations under the Waste ICC Contract but termination or expiry shall not affect:
 - (A) (save to the extent taken into account in the calculation of the Default Termination Payment or the T&S Termination Payment (if any)), the provisions of the Waste ICC Contract as they relate to the payment of any sum due by one Party to the other pursuant to the Waste ICC Contract; and
 - (B) the continued existence and validity of, and the rights and obligations of the Parties pursuant to Part 1 (*Introduction*), Condition 3.74 and Condition 3.75 (*Set-off of Previous Subsidy*), Part 5 (*Billing and payment*), this Part 8 (*Termination*), Conditions 43.14 and 43.15 (*Termination*), Part 10 (*Dispute Resolution*) to Part 13 (*Miscellaneous*) (inclusive) and the Contract End Biogenic LTSS Provisions.

Part 9
Credit Support

42. COLLATERAL REQUIREMENT

Notification of collateral requirement

- 42.1 If there is a Payment Failure on more than one (1) occasion within any twelve (12) Month period, the Waste ICC Contract Counterparty may (irrespective of whether or not the Emitter has paid any of the Emitter Net Payable Amounts owing within the applicable NPA Payment Cure Period) give the Emitter a notice on the second (2nd) of those occurrences (a "**Second Payment Failure Notice**"). A Second Payment Failure Notice shall identify the Billing Periods to which such Payment Failures relate.
- 42.2 If there have been Payment Failures on three (3) or more occasions in any twelve (12) Month period, the Waste ICC Contract Counterparty may (irrespective of whether or not the Emitter has paid any of the Emitter Net Payable Amounts owing within the applicable NPA Payment Cure Period) give a notice to the Emitter (a "**Collateral Posting Notice**"). A Collateral Posting Notice shall:
- (A) identify the Billing Periods to which such Payment Failures relate;
 - (B) specify:
 - (i) the requirement for the Emitter to transfer or deliver, or procure the transfer or delivery of, Acceptable Collateral to the Waste ICC Contract Counterparty;
 - (ii) the Collateral Amount;
 - (iii) the Collateral Posting Date; and
 - (iv) the Initial Collateral Repayment Date; and
 - (C) provide details of the Reserve Account.
- 42.3 If any Payment Failure occurs after the date of a Collateral Posting Notice and before the applicable Collateral Repayment Date, the Waste ICC Contract Counterparty may give the Emitter a notice (a "**Replacement Collateral Notice**"). A Replacement Collateral Notice shall:
- (A) identify the Billing Period to which any such Payment Failure relates; and
 - (B) specify the Replacement Collateral Repayment Date.

Collateral Amount

- 42.4 The Collateral Amount shall be calculated by the Waste ICC Contract Counterparty in accordance with the following formula:

$$Collateral = £30 \times FRE \times N \times HID$$

where:

- FRE* = the CO₂ T&S Flow Rate Estimate (expressed in tCO₂/h);
- N* = the number of days for which collateral is required, being forty (40); and

HID = the number of hours in a day, being twenty-four (24).

43. **ACCEPTABLE COLLATERAL**

Provision of collateral

- 43.1 If a Collateral Posting Notice is given to the Emitter, the Emitter shall, no later than the Collateral Posting Date, transfer or deliver, or procure the transfer or delivery of, Acceptable Collateral to the Waste ICC Contract Counterparty in an aggregate amount equal to the Collateral Amount.

Transfers and custody of collateral

- 43.2 All transfers or deliveries pursuant to the Waste ICC Contract of any Acceptable Collateral shall be made by or on behalf of the Emitter and shall be given:
- (A) in the case of cash, by transfer in accordance with the instructions made by or on behalf of the Waste ICC Contract Counterparty, to the credit of the Reserve Account; and
 - (B) in the case of a Letter of Credit, by a Qualifying Issuer issuing a Letter of Credit to the Waste ICC Contract Counterparty or its designee. Such transfer shall be deemed effective upon receipt by the Waste ICC Contract Counterparty or its designee from the Qualifying Issuer of the duly executed and issued Letter of Credit.

Letters of Credit

- 43.3 The Emitter shall:
- (A) procure that:
 - (i) any Letter of Credit provided pursuant to a Collateral Posting Notice shall be valid at least until the Initial Collateral Repayment Date as set out in that notice; and
 - (ii) (if a Replacement Collateral Notice is given) any Letter of Credit provided pursuant to a Replacement Collateral Notice shall be valid at least until the Replacement Collateral Repayment Date as set out in that notice; and
 - (B) ensure that any Letter of Credit provided by the Emitter as Acceptable Collateral, including any renewal or replacement of a Letter of Credit, shall be accompanied by a notice from the Emitter (a "**Letter of Credit Details Notice**"). A Letter of Credit Details Notice shall specify:
 - (i) the identity and credit rating of the Qualifying Issuer issuing the Letter of Credit;
 - (ii) the contact details for the Qualifying Issuer (or its representative or relationship manager); and
 - (iii) the period of time during which the Letter of Credit will remain in effect and the amount of credit to be provided.
- 43.4 At least ten (10) Business Days prior to the date of expiry or cancellation of a Letter of Credit, the Emitter shall renew or procure the renewal of such Letter of Credit by transferring or delivering, or by procuring the transfer or delivery of, Acceptable Collateral in the amount of and in substitution and to be effective no later than the date of expiry or cancellation of the current Letter of Credit, provided that Acceptable Collateral is still required, pursuant to the

provisions of this Part 9 (*Credit Support*), after the date of expiry or cancellation of the current Letter of Credit.

Altering collateral

- 43.5 If, at any time, the Posted Collateral is not or ceases to be Acceptable Collateral and/or the Posted Collateral is less than the Collateral Amount, the Waste ICC Contract Counterparty may give a notice to the Emitter (a "**Collateral Correction Notice**"). A Collateral Correction Notice shall specify:
- (A) the Posted Collateral which is not or has ceased to be Acceptable Collateral and the reason that prevents such collateral from constituting Acceptable Collateral; and/or
 - (B) the amount by which the Posted Collateral is less than the Collateral Amount (a "**Deficient Collateral Amount**").
- 43.6 No later than five (5) Business Days after receipt of a Collateral Correction Notice, the Emitter shall transfer or deliver, or procure the transfer or delivery of, Acceptable Collateral in an amount more than or equal to the Deficient Collateral Amount.
- 43.7 The Emitter may, from time to time, and on giving the Waste ICC Contract Counterparty not less than ten (10) Business Days' notice, substitute some or all of the Posted Collateral with other Acceptable Collateral which shall not in any event be less than the Collateral Amount in aggregate.

Credit event by a Qualifying Issuer

- 43.8 If, at any time, the Qualifying Issuer of a Letter of Credit ceases to be a Qualifying Issuer, the Emitter shall give notice to the Waste ICC Contract Counterparty and the Emitter shall procure the replacement of such Letter of Credit with Acceptable Collateral no later than ten (10) Business Days after the date on which the Qualifying Issuer ceases to be a Qualifying Issuer.
- 43.9 If the Emitter fails to procure replacement Acceptable Collateral within ten (10) Business Days in accordance with Condition 43.8, the Waste ICC Contract Counterparty may demand payment pursuant to the Letter of Credit and shall hold any cash paid pursuant to the Letter of Credit in a Reserve Account until such time as the Posted Collateral is substituted in accordance with Condition 43.7.

Making a Posted Collateral Demand

- 43.10 The Waste ICC Contract Counterparty may make a demand under a Letter of Credit procured by the Emitter or draw down on any cash amount in a Reserve Account (a "**Posted Collateral Demand**") in the following circumstances:
- (A) the Emitter fails to pay any amount when due pursuant to the Waste ICC Contract and that failure is not remedied by the last day of the NPA Payment Cure Period; or
 - (B) the Emitter fails to renew or extend, or procure the renewal or extension of, a Letter of Credit in accordance with Condition 43.4 by the transfer or delivery of substitute Acceptable Collateral.
- 43.11 If a Posted Collateral Demand has been made, the Emitter shall transfer or deliver, or procure the transfer or delivery of, further Acceptable Collateral in an amount no less than the Collateral Amount no later than two (2) Business Days after such demand.

Return of collateral

43.12 If the Emitter has transferred or delivered, or procured the transfer or delivery of, Acceptable Collateral to the Waste ICC Contract Counterparty pursuant to the foregoing provisions in this Part 9 (*Credit Support*), and:

- (A) the Collateral Repayment Date has passed; or
- (B) the Collateral Amount has been replaced or substituted with other Acceptable Collateral in accordance with this Part 9 (*Credit Support*),

then, subject to Condition 43.14, the Waste ICC Contract Counterparty shall transfer the Posted Collateral back to the Emitter no later than five (5) Business Days after:

- (i) in the case of Condition 43.12(A), the Collateral Repayment Date; and
- (ii) in the case of Condition 43.12(B), the date on which the Emitter replaces Acceptable Collateral in accordance with this Part 9 (*Credit Support*).

43.13 The Waste ICC Contract Counterparty shall transfer back the Posted Collateral:

- (A) in the case of cash (together with any interest which has accrued on such cash held in a Reserve Account), by transfer in accordance with the instructions made by or on behalf of the Emitter, to the credit of one (1) or more bank accounts in the United Kingdom specified by the Emitter; and
- (B) in the case of a Letter of Credit, by surrendering, or procuring the surrender of, the relevant Letter of Credit.

Termination

43.14 If the Waste ICC Contract expires in circumstances in which no Default Termination Payment, QCiL Compensation or QCiL True-Up Compensation is due to the Waste ICC Contract Counterparty, the Waste ICC Contract Counterparty shall return any Posted Collateral transferred or delivered by or on behalf of the Emitter no later than five (5) Business Days after the expiry, provided that the Waste ICC Contract Counterparty shall be entitled to set off against the cash collateral in accordance with Condition 15 (*Set-off*).

43.15 If the Waste ICC Contract is terminated in circumstances in which any Default Termination Payment, QCiL Compensation or QCiL True-Up Compensation is due to the Waste ICC Contract Counterparty, the Waste ICC Contract Counterparty shall return any Posted Collateral transferred or delivered by or on behalf of the Emitter after all Emitter payment obligations pursuant to the Waste ICC Contract have been fulfilled, provided that the Waste ICC Contract Counterparty shall be entitled to set off against the cash collateral in accordance with Condition 15 (*Set-off*).

Part 10
Dispute Resolution

44. DISPUTE RESOLUTION PROCEDURE: GENERAL PROVISIONS

Objective for resolution of Disputes

- 44.1 If a Dispute arises, the objective of the Parties shall be to seek to ensure that the Dispute is resolved as quickly, efficiently and cost-effectively as possible. Each Party shall, at each stage of the Dispute Resolution Procedure, endeavour in good faith to resolve all Disputes through negotiation.

Compliance with obligations during a Dispute

- 44.2 The Emitter and the Waste ICC Contract Counterparty shall continue to comply with all of their respective obligations under the Waste ICC Contract notwithstanding any Dispute which falls to be resolved in accordance with this Condition 44 (*Dispute Resolution Procedure: General provisions*).

Outline of Dispute Resolution Procedure

- 44.3 Except as otherwise expressly provided in these Conditions, if a Dispute arises, either Party may give a notice to the other Party to initiate the Dispute Resolution Procedure (a "**Dispute Notice**"). A Dispute Notice:
- (A) shall include a description of the subject matter of the Dispute and the issues to be resolved;
 - (B) shall include a statement identifying the Condition to which the Dispute relates or pursuant to which the Dispute arises;
 - (C) shall include a description of the position the referring Party considers is correct and the referring Party's reasons for that position;
 - (D) (except for a CO₂ Measurement Dispute or Biogenic LTSS Measurement Dispute) shall include details of any other dispute or claim relating to or arising out of another CCUS Programme ICC Contract which the referring Party considers should be consolidated with or joined to the Dispute;
 - (E) may, where the referring Party considers it appropriate, include copies of any Supporting Information on which the referring Party intends to rely;
 - (F) shall include a statement outlining the relief, determination, remedy or recourse which the referring Party seeks in relation to the Dispute;
 - (G) (except where the Waste ICC Contract expressly provides for the Dispute, including any CO₂ Measurement Dispute or Biogenic LTSS Measurement Dispute, to be subject to determination in accordance with the Expert Determination Procedure) shall include a statement as to whether the referring Party considers that the Dispute should (without a Senior Representatives Settlement being reached) be referred for determination in accordance with the Expert Determination Procedure or resolution in accordance with the Arbitration Procedure; and
 - (H) shall include the identity of the referring Party's Senior Representative.

- 44.4 Following the service by either Party of a Dispute Notice:
- (A) (subject to Condition 44.5) the Parties shall seek to resolve the Dispute by convening a meeting of the Senior Representatives of the Parties in accordance with Condition 45 (*Resolution by Senior Representatives*) but, if and to the extent that the Senior Representatives are unable to agree, settle, compromise or resolve the Dispute in accordance with Condition 45 (*Resolution by Senior Representatives*), Condition 44.4(B) shall apply;
 - (B) (subject to Condition 44.6) either Party may refer the Dispute (except for a CO₂ Measurement Dispute or Biogenic LTSS Measurement Dispute) for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree in writing within the Resolution Period (or such longer period as they may agree in writing) that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure; and
 - (C) (subject to Condition 44.6) either Party may refer a CO₂ Measurement Dispute and/or Biogenic LTSS Measurement Dispute for determination by an Expert in accordance with the Expert Determination Procedure.
- 44.5 Condition 44.4(A) shall not apply where the Waste ICC Contract expressly provides that Condition 45 (*Resolution by Senior Representatives*) shall not apply to the relevant Dispute.
- 44.6 If the Waste ICC Contract expressly provides for the relevant Dispute to be subject to determination in accordance with the Expert Determination Procedure:
- (A) Condition 44.4 shall not apply to such Dispute; and
 - (B) following service of a Dispute Notice, such Dispute shall be referred by the referring Party to an Expert for determination in accordance with the Expert Determination Procedure (but subject to such amendments to the Expert Determination Procedure as are expressly provided for in the relevant provisions of the Waste ICC Contract).
- 44.7 Subject to Condition 44.8, all communications between the Parties with respect to a Dispute (including any statement, concession, waiver or agreement made by a Party during discussions and meetings pursuant to Condition 45 (*Resolution by Senior Representatives*) and any minutes or statements relating to such discussions or meetings) shall be "without prejudice" to the Dispute (or "without prejudice save as to costs" if expressly communicated or stated to be as such) (together, "**Dispute Information**"). Dispute Information shall be inadmissible in any Proceedings that may follow whether related to the Dispute or otherwise (including pursuant to the Expert Determination Procedure or the Arbitration Procedure), except that those expressly stated to be "without prejudice save as to costs" shall be admissible for the purposes of Condition 46.12 and Condition 47.2.
- 44.8 Condition 44.7 shall not apply to:
- (A) any Dispute Notice;
 - (B) any Senior Representatives Settlement;
 - (C) any communications between the Parties once an Expert Determination Procedure or an Arbitration Procedure has commenced, save for such communications expressly communicated or stated to be "without prejudice" or "without prejudice save as to costs"; or

- (D) any communications between the Parties where the Parties agree in writing that Condition 44.7 shall not apply.

45. **RESOLUTION BY SENIOR REPRESENTATIVES**

- 45.1 The Parties shall procure that their respective Senior Representatives shall meet no later than ten (10) Business Days after the date of service of a Dispute Notice. If the Senior Representatives of the Parties:
- (A) are able to resolve the Dispute within thirty (30) Business Days of the date of service of the Dispute Notice (or within such longer period as the Senior Representatives of the Parties may agree in writing) (the "**Resolution Period**"), the terms of the agreement, settlement, compromise or resolution reached between the Senior Representatives in respect of the Dispute (a "**Senior Representatives Settlement**") shall be documented in writing and shall be signed by the Senior Representative of each Party;
 - (B) are unable to resolve the Dispute (except for a CO₂ Measurement Dispute or Biogenic LTSS Measurement Dispute) within the Resolution Period, either Party may refer the Dispute for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure or, if the Parties agree in writing within the Resolution Period (or such longer period as they may agree in writing) that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure; or
 - (C) are unable to resolve a CO₂ Measurement Dispute and/or Biogenic LTSS Measurement Dispute within the Resolution Period, either Party may refer such CO₂ Measurement Dispute and/or Biogenic LTSS Measurement Dispute for determination by an Expert in accordance with the Expert Determination Procedure.
- 45.2 If at any time during the Resolution Period both Parties agree that the Senior Representatives of the Parties will not be able to agree, settle, compromise or resolve the Dispute, then:
- (A) either Party may refer the Dispute (except for a CO₂ Measurement Dispute or Biogenic LTSS Measurement Dispute) for resolution by an Arbitral Tribunal in accordance with the Arbitration Procedure, or, if the Parties agree that such Dispute is amenable to determination by an Expert, refer the Dispute to an Expert for determination in accordance with the Expert Determination Procedure;
 - (B) either Party may refer a CO₂ Measurement Dispute and/or Biogenic LTSS Measurement Dispute for determination by an Expert in accordance with the Expert Determination Procedure; and
 - (C) there shall be no requirement for the Parties to wait until the expiry of the Resolution Period before making any such reference.
- 45.3 Neither Party may commence the Expert Determination Procedure nor the Arbitration Procedure prior to the expiry of the Resolution Period except in the circumstances specified in Condition 45.2.
- 45.4 The rules, obligations and procedures set out in this Condition 45 (*Resolution by Senior Representatives*) shall apply to all Disputes unless expressly stated to the contrary in the Waste ICC Contract.

46. EXPERT DETERMINATION PROCEDURE

- 46.1 Either Party may, subject to Condition 45 (*Resolution by Senior Representatives*), refer a Dispute to be determined by an Expert if either: (i) the Parties have agreed in writing that a Dispute is amenable to determination by an Expert pursuant to Condition 45.1(B) or 45.2(A); or (ii) the Waste ICC Contract expressly provides for the relevant Dispute to be determined by an Expert. Such referral shall be effected by either Party giving a notice (an **"Expert Determination Notice"**) to the other Party. An Expert Determination Notice shall:
- (A) include the information required to be included in a Dispute Notice pursuant to Conditions 44.3(A) to 44.3(F); and
 - (B) include a proposal as to the identity and terms of reference of the Expert and the relevant expertise that the referring Party considers qualifies the proposed Expert to determine the relevant Expert Dispute.
- 46.2 Any Expert appointed to determine any Expert Dispute shall be required to have an appropriate level of experience in relation to matters of the same general description as the matter in Dispute.
- 46.3 The Party receiving the Expert Determination Notice (the **"Respondent"**) shall, no later than ten (10) Business Days after receipt of the Expert Determination Notice, give a notice (an **"Expert Determination Response Notice"**) to the other Party (the **"Claimant"**). An Expert Determination Response Notice shall specify whether or not the Respondent accepts:
- (A) the Expert proposed by the Claimant (and, if the Respondent does not accept the Expert proposed by the Claimant, it shall specify an alternative Expert for consideration by the Claimant); and
 - (B) the terms of reference for the Expert proposed by the Claimant (and, if the Respondent does not accept the terms of reference for the Expert proposed by the Claimant, it shall propose alternative terms of reference for the Expert for consideration by the Claimant).
- 46.4 If the Parties fail to agree on the identity of the Expert within twenty (20) Business Days of the date of service of the Expert Determination Notice (or such other period as the Parties may agree in writing), either Party may request that the Expert be nominated by the LCIA, which shall be requested to choose a suitably qualified and experienced Expert for the Expert Dispute in question. The LCIA's nomination shall, subject to Condition 46.5(A)(i), be binding on the Parties.
- 46.5 The Parties shall:
- (A) use reasonable endeavours to procure that no later than ten (10) Business Days after the Parties have agreed the identity of the Expert to be appointed (or the LCIA having nominated an Expert in accordance with Condition 46.4):
 - (i) the Expert confirms in writing to the Parties that:
 - (a) the Expert is willing and available to act in relation to the Expert Dispute; and
 - (b) the Expert has no conflict of interest which prevents the Expert from determining the Expert Dispute; and
 - (ii) (subject to the confirmation referred to in Condition 46.5(A)(i) having been given) the terms of appointment and the terms of reference of the Expert are agreed

between the Parties and the Expert (and an appointment letter entered into among them), such terms:

- (a) to include an undertaking that the Expert shall not disclose to any person any Supporting Information disclosed or delivered by a Party to the Expert in consequence of, or in respect of, their appointment as the Expert; and
 - (b) to exempt the Expert (and any employee, agent or adviser of or to the Expert) from liability for anything done or omitted in the discharge or purported discharge of the Expert's functions, unless such act or omission is fraudulent or in bad faith;
- (B) instruct the Expert:
 - (i) to act fairly and impartially;
 - (ii) to reach their decision in accordance with the applicable Laws in relation to the Dispute referred to the Expert;
 - (iii) to take the initiative in ascertaining the facts and the law, including by:
 - (a) considering any Supporting Information submitted to the Expert by the Parties;
 - (b) instructing an expert and/or taking counsel's opinion as to any matter raised in connection with the Dispute, provided that the Expert shall not be entitled to delegate any decision to such expert or counsel;
 - (c) requiring the Parties to produce any Supporting Information (excluding any of the foregoing which would be privileged from production in court proceedings); and
 - (d) opening up, reviewing and revising any opinion, assessment, certificate, instruction, determination or decision of whatsoever nature given or made pursuant to the Waste ICC Contract, provided that the Expert may not in so doing purport: (i) to open up, review or revise any matter determined pursuant to an earlier dispute under the Dispute Resolution Procedure or included with a negotiated settlement; or (ii) to decide any matter which falls outside the Expert's terms of reference in relation to the relevant Expert Dispute or is otherwise excluded from the Expert Determination Procedure; and
 - (iv) if requested by either Party in writing, to provide reasons for their decision, which shall be communicated to the Parties;
- (C) afford the Expert the discretion to establish the procedure (including the timetable) for the determination of the Expert Dispute, it being agreed by the Parties that:
 - (i) the Expert shall be requested to confirm to the Parties the proposed procedure for the relevant Expert Dispute as soon as reasonably practicable after the Expert Appointment Date and, in any event, no later than ten (10) Business Days after such date and the Parties agree that:
 - (a) the Expert shall be requested to afford (and shall so afford) the Parties the opportunity to address the Expert in a meeting at which both Parties shall have the right to be present, where either Party requests such a

meeting in writing or the Expert otherwise considers it to be necessary or desirable to reach a determination in respect of the relevant Expert Dispute, with the format and procedure applicable to any such meeting being a matter for the Expert to decide in their sole and absolute discretion;

- (b) subject to (c) below, the Expert may modify the time periods provided for in Condition 46.6 and otherwise modify the procedure contemplated by such Condition; and
- (c) any modification(s) to the time periods and/or procedure for the determination of an Expert Dispute shall not extend the overall timetable of the Expert Determination Procedure by more than sixty (60) calendar days without the agreement of both Parties;
- (ii) all submissions made by a Party to the Expert (including all Supporting Information provided to the Expert) shall be provided to the other Party contemporaneously with such submissions being made to the Expert; and
- (iii) the Parties shall (without prejudice to Condition 46.5(C)(i)) request the Expert to determine the Expert Dispute within the earlier of:
 - (a) thirty (30) Business Days following the date on which a Response Submission has been provided by the Respondent; and
 - (b) sixty (60) Business Days after the First Submission Deadline; and
- (D) afford the Expert all Supporting Information and assistance which the Expert requires to determine the Expert Dispute (and, if a Party fails to produce any such Supporting Information or assistance, the Expert may continue the determination process without that Supporting Information or assistance).

46.6 Subject to Condition 46.5(C):

- (A) the Claimant shall provide the Expert with a copy of the Expert Determination Notice no later than ten (10) Business Days after the Expert Appointment Date (the date on which the Expert receives the copy of the Expert Determination Notice being the **"Expert Referral Date"**);
- (B) the Claimant shall provide a written statement of its case, together with any Supporting Information, to the Expert (the **"First Submission"**) no later than twenty (20) Business Days after the Expert Referral Date (the **"First Submission Deadline"**) and, without limitation, the First Submission may cover any of the matters required to be contained in the relevant Dispute Notice pursuant to Conditions 44.3(A) to 44.3(F) (inclusive) and shall include copies of any Supporting Information which the Claimant considers to be important and relevant and a copy of such First Submission shall be provided to the Respondent at the same time as it is provided to the Expert; and
- (C) the Respondent may, but is not obliged to, submit a response to the Claimant's First Submission, together with any Supporting Information on which the Respondent intends to rely (a **"Response Submission"**) no later than thirty (30) Business Days after receipt of the First Submission.

46.7 The Arbitration Act 1996 and the law relating to arbitrators and arbitrations shall not apply to the Expert or their determination or the procedure by which the Expert reaches their determination.

- 46.8 If the Expert is at any time unable or unwilling to act or fails to come to a decision within the specified time allowed, either Party may proceed to seek the appointment of a replacement Expert as if the Expert Determination Notice had just been served. The provisions of the Expert Determination Procedure shall apply to any replacement Expert and the replacement Expert shall be authorised to determine any Expert Dispute which was submitted to their predecessor but which their predecessor had not determined at the time when their predecessor became unable or unwilling to act.
- 46.9 The Expert's determination shall be final and binding upon the Parties, except in the event of fraud or manifest error.
- 46.10 No Expert determination shall have the effect of amending the Waste ICC Contract unless expressly permitted pursuant to the Waste ICC Contract.
- 46.11 If either Party does not comply with the decision of the Expert, the other Party may commence proceedings in the English Courts to secure enforcement of that decision.
- 46.12 The Expert may, in their determination, provide that one or other or both of the Parties pay the Expert's fees and expenses and each other's costs (including the fees and expenses of external advisers and consultants) in such proportions as the Expert may specify on the general principle that the allocation of costs should reflect the Parties' relative success and failure in the Expert Determination Procedure. In the absence of such a direction, each Party shall bear its own costs and the fees and expenses of the Expert shall be paid in equal shares by the Parties.

47. **ARBITRATION PROCEDURE**

- 47.1 Either Party may, subject to Condition 45 (*Resolution by Senior Representatives*), refer an Arbitration Dispute to arbitration. Any Arbitration Dispute so referred to arbitration shall be resolved in accordance with the LCIA Arbitration Rules, which rules are to be treated as incorporated by reference into this Condition 47.
- 47.2 The Arbitral Tribunal shall make its award in writing (the "**Arbitral Award**") and the Parties agree that all final Arbitral Awards shall be binding on the Parties.
- 47.3 No Arbitral Award shall have the effect of amending the Waste ICC Contract unless expressly permitted pursuant to the Waste ICC Contract.
- 47.4 The Arbitral Tribunal shall consist of three (3) Arbitrators except where the Parties have agreed in writing that the Arbitral Tribunal shall consist of one (1) Arbitrator (the "**Mutual Appointment Decision**").
- 47.5 If the Arbitral Tribunal is to consist of:
- (A) three (3) Arbitrators, each Party shall nominate one (1) Arbitrator to be appointed by the LCIA as contemplated by the LCIA Arbitration Rules and the third Arbitrator shall be nominated by the Arbitrators nominated by the Parties and shall act as chair; or
 - (B) one (1) Arbitrator, the Parties shall use reasonable endeavours to agree on the identity of the Arbitrator no later than ten (10) Business Days after the Mutual Appointment Decision, failing which the Arbitrator shall be appointed by the LCIA as contemplated by the LCIA Arbitration Rules.
- 47.6 The seat, or legal place, of any arbitration shall be London.
- 47.7 The language to be used in any arbitral proceedings shall be English.

47.8 This Condition 47 shall not apply to any CO₂ Measurement Dispute or Biogenic LTSS Measurement Dispute.

48. **CONSOLIDATION OF CONNECTED DISPUTES**

48.1 If:

- (A) any Dispute raises issues which are substantially the same as, connected with or related to issues raised in any dispute or claim relating to or arising out of any other CCUS Programme ICC Contract (each, a **"Connected Dispute"**);
- (B) the Dispute Resolution Procedure has been commenced in relation to the Dispute; and
- (C) a dispute resolution procedure under the other CCUS Programme ICC Contract has been commenced in relation to the Connected Dispute under that contract,

then either Party may request consolidation of those Connected Disputes at any time so that the Connected Disputes shall be determined together and in respect of any Connected Dispute, the Parties consent, pursuant to Article 22.7 and/or Article 22.8 of the LCIA Arbitration Rules (or any equivalent provisions in any version of the LCIA Arbitration Rules that may come into force hereafter), to the consolidation of an arbitration commenced pursuant to the Waste ICC Contract with an arbitration commenced under the relevant other CCUS Programme ICC Contract(s).

48.2 Where a Party wishes to consolidate Connected Disputes pursuant to Condition 48.1, that Party shall give notice in writing to all of the parties to the Connected Disputes (a **"Consolidation Request"**). A Consolidation Request shall be copied to the Expert or Arbitrator(s) (as relevant) of each Connected Dispute at the same time that it is given to the parties to each Connected Dispute, or, to the extent that the Expert or Arbitrator(s) have not been appointed at that date, forthwith upon appointment of the Expert or Arbitrator(s).

48.3 Following delivery of a Consolidation Request to every party who is to receive it under Condition 48.2, the Parties shall use reasonable endeavours (including cooperating with the parties to the other CCUS Programme ICC Contract(s)) to procure that the Expert or Arbitrator(s) (as relevant) of each Connected Dispute shall, within five (5) Business Days after the delivery of the Consolidation Request, determine between them whether:

- (A) they are satisfied that the issues of both fact and/or law raised in each of the Connected Disputes are substantially the same as, or substantially connected or related to, each other; and
- (B) consolidation of the Connected Disputes will not materially affect the timetable for resolution of any Connected Disputes.

48.4 If:

- (A) the Expert(s) or Arbitrator(s) are so satisfied by majority and provide notice of that fact to the parties to all of the Connected Disputes; and
- (B) the parties to the other CCUS Programme ICC Contract(s) consent to consolidation,

the Dispute may be consolidated with any relevant Connected Disputes (including, in the case of two (2) or more arbitrations, pursuant to the relevant provisions of the LCIA Arbitration Rules).

48.5 If the Expert(s) or Arbitrator(s) are not so satisfied by majority or one (1) or more parties to another CCUS Programme ICC Contract does not consent to the consolidation, the Dispute shall not be consolidated with the Connected Dispute under that contract.

- 48.6 If one or both of the Parties receive(s) one (1) or more notice(s) from a party or parties to one (1) or more other CCUS Programme ICC Contract(s) seeking to consolidate a dispute under the other CCUS Programme ICC Contract(s) with a Dispute under the Waste ICC Contract for reasons similar to those set out in Condition 48.3 above, neither Party shall unreasonably withhold its consent to consolidation of the Dispute with the relevant dispute(s) under the other CCUS Programme ICC Contract(s) and shall use reasonable endeavours to facilitate the consolidation of the disputes.
- 48.7 If there has been a request for consolidation, whether by way of Consolidation Request under the Waste ICC Contract or an equivalent notice under one (1) or more other CCUS Programme ICC Contract(s) and it is determined that two (2) or more disputes shall be consolidated,
- (A) the Parties shall use reasonable endeavours to procure that the outcome described in Condition 48.8 below is achieved; and
 - (B) neither Party shall unreasonably withhold consent to any reasonable proposal by a party to another CCUS Programme ICC Contract which has as its objective the procuring of an outcome equivalent to that described in Condition 48.8 below.
- 48.8 If different Experts or Arbitrators have been appointed in respect of Connected Disputes prior to their being consolidated in accordance with the Dispute Resolution Procedure and those Experts or Arbitrator(s) give a notice, in accordance with Condition 48.4, that the Connected Disputes shall be consolidated, the Parties shall use reasonable endeavours to agree in writing with each other and the parties to any relevant Connected Dispute, no later than five (5) Business Days after the giving of that notice, which of the Experts or Arbitrators shall be the Experts or Arbitrator(s) for the consolidated Connected Disputes. If no such agreement can be reached, the parties to the Dispute shall request that the president or vice-president of the LCIA court select, no later than five (5) Business Days after such request, which of those Experts or Arbitrator(s) shall be the Experts or Arbitrator(s) for the consolidated Connected Disputes, provided the parties to any relevant Connected Dispute(s) consent to this step.
- 48.9 If the Expert(s) or Arbitrator(s) of consolidated Connected Disputes is or are unable to give their award in respect of the consolidated Connected Disputes at the same time, then the award in respect of the Dispute may be given in such order as the Expert(s) or Arbitrator(s) may determine.
- 48.10 This Condition 48 shall not apply to any CO₂ Measurement Dispute or Biogenic LTSS Measurement Dispute.
49. **NO OTHER PROCEEDINGS**
- 49.1 Subject to Condition 49.2 and Condition 50.1, any and all Disputes are to be finally resolved in accordance with the Dispute Resolution Procedure, and neither Party shall commence any Proceedings in respect of a Dispute other than in accordance with the Dispute Resolution Procedure. If either Party commences any Proceedings in breach of the Dispute Resolution Procedure, it shall not oppose an application for strike-out, termination, discontinuance or stay of such Proceedings.
- 49.2 Notwithstanding any other provision of the Dispute Resolution Procedure, either Party may at any time:
- (A) commence, prosecute and/or defend Proceedings against the other Party in the courts of England and Wales for:
 - (i) an order to obtain urgent injunctive or other equitable relief, including specific performance; and/or

- (ii) a judgment to enforce a Senior Representatives Settlement, the determination of an Expert or an Arbitral Award; and/or
- (B) give a notice of arbitration to the other Party so as to prevent the expiry of any applicable period of limitation or prescription, or the application of the equitable doctrine of laches.

50. **CO₂ MEASUREMENT DISPUTES**

- 50.1 CO₂ Measurement Disputes shall be resolved in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to CO₂ Measurement Disputes).

51. **BIOGENIC LTSS MEASUREMENT DISPUTES**

- 51.1 Biogenic LTSS Measurement Disputes shall be resolved in accordance with the Dispute Resolution Procedure (except for those provisions of the Dispute Resolution Procedure which are expressly stated not to apply to Biogenic LTSS Measurement Disputes).

Part 11
General provisions regarding liabilities, remedies and waivers

52. EXCLUDED LOSSES AND LIABILITIES

Interpretation

- 52.1 Any and all compensation in respect of any event to be calculated, agreed or determined, and paid, commenced or effected, pursuant to the Waste ICC Contract shall be calculated on the basis that the Emitter has complied, and will comply, with:
- (A) the general mitigation obligation set out in Condition 52.3, irrespective of whether the Emitter has in fact complied, or will comply, with such obligation; and
 - (B) the Reasonable and Prudent Standard, including with respect to the incurrence of costs in relation to the Project, irrespective of whether the Emitter has in fact complied, or will comply, with such standard.
- 52.2 Any notification by the Emitter to the Waste ICC Contract Counterparty of the mitigating steps that the Emitter has taken or proposes to take in order to comply with the general mitigation obligation set out in Condition 52.3 or the Reasonable and Prudent Standard shall be of indicative value only and, as such, shall not be determinative of whether it has complied, or will comply, with such general mitigation obligation or Reasonable and Prudent Standard.

Mitigation

- 52.3 The Emitter shall promptly take all reasonable steps to mitigate any loss or, as the case may be, maximise any benefit, in respect of which a claim could be brought under the Waste ICC Contract or any other Waste ICC Document (including by recommencing CO₂ capture as soon as reasonably practicable), provided that this obligation to mitigate shall not be construed as relieving the Emitter from complying in full with its obligations under the Waste ICC Contract or any other Waste ICC Document.
- 52.4 The Emitter shall give notice as soon as reasonably practicable to the Waste ICC Contract Counterparty of the mitigating steps that it has taken or procured, is taking or procuring or proposes to take or procure and shall as soon as reasonably practicable provide such Supporting Information regarding such mitigation as the Waste ICC Contract Counterparty may reasonably request.

No double recovery

- 52.5 The Emitter may recover only once in respect of the same loss. The Waste ICC Contract Counterparty shall not be liable to pay any compensation under any term of the Waste ICC Contract to the extent that the subject of the claim has been compensated for, or the same loss has been recovered by the Emitter under the Waste ICC Contract, any other Waste ICC Document and/or the Grant Funding Agreement.
- 52.6 If the Emitter is at any time entitled to recover from a third party any sum (whether under an insurance policy or otherwise) in respect of any matter or circumstance giving rise to a claim under the Waste ICC Contract, any other Waste ICC Document and/or the Grant Funding Agreement, the Emitter shall take all necessary steps to enforce such recovery.
- 52.7 If the Emitter (or its nominee) recovers any amount from: (i) the Waste ICC Contract Counterparty as a consequence of any claim under the Waste ICC Contract or any other CCUS Programme ICC Contract to which it is a party; or (ii) such other person as is referred to in Condition 52.6:

- (A) such amount shall be taken into account in the calculation of any compensation payable pursuant to the Waste ICC Contract or any other Waste ICC Document;
- (B) no claim shall be made by the Emitter pursuant to the Waste ICC Contract or any other Waste ICC Document in respect of the amounts so recovered; and
- (C) if the Emitter has previously received compensation in relation to the same claim, they or it shall pay promptly to the Waste ICC Contract Counterparty an amount equal to the lesser of: (i) the amount so recovered; and (ii) the amount so previously received.

General limitation on liability

52.8 Subject to Condition 52.9, neither Party shall be liable to the other Party under or pursuant to the Waste ICC Contract or any other Waste ICC Document, in tort (including negligence and/or breach of statutory duty) or otherwise at law for:

- (A) any loss, damage, cost or other expense to the extent that the same does not arise naturally from the breach and cannot reasonably be supposed to have been in the contemplation of the Parties at the Agreement Date as the probable result of such breach; or
- (B) any special, indirect or consequential loss including any such loss which constitutes loss of use, loss of goodwill, loss of profit or loss of revenue,

in each case incurred by the other Party in respect of any breach of the terms of the Waste ICC Contract or any other Waste ICC Document.

52.9 Condition 52.8 shall not operate so as to prejudice or override:

- (A) the express terms of any obligation to pay, indemnity or costs reimbursement provision contained within the Waste ICC Contract or any other Waste ICC Document;
- (B) the express terms relating to the calculation of any QCiL Compensation or QCiL True-Up Compensation, or the obligation of either Party to pay any QCiL Compensation or QCiL True-Up Compensation to the other Party (or to commence or effect such compensation), in each case in accordance with Part 7 (*Changes in Law*);
- (C) the express terms relating to the calculation of the Default Termination Payment or the obligation of the Emitter to pay the Default Termination Payment to the Waste ICC Contract Counterparty, in accordance with Condition 39.10 (*Consequences of default termination*), it being agreed that the Waste ICC Contract Counterparty has a legitimate interest to which the Default Termination Payment is proportionate in light of factors including but not limited to the anticipated harm that the Waste ICC Contract Counterparty would suffer and the difficulty of estimation or calculation of actual damages upon early termination of the Waste ICC Contract;
- (D) the express terms relating to the calculation of the T&S Termination Payment or the obligation of the Waste ICC Contract Counterparty to pay the T&S Termination Payment to the Emitter, in each case in accordance with Conditions 39.4 to 39.7 (*Consequences of T&S Prolonged Unavailability Event Termination*); or
- (E) the express terms relating to the calculation of T&S Connection Delay Compensation or T&S Connection Delay True-Up Compensation, or the obligation of the Waste ICC Contract Counterparty to pay any T&S Connection Delay Compensation or T&S Connection Delay True-Up Compensation, in each case in accordance with Condition

3.44 (*T&S Connection Delay Compensation and TCDE Relief Amount*) to 3.60 (*Emitter T&S Connection Delay True-Up Notice*).

T&S Operator actions

52.10 Except where expressly stated to the contrary, any payments to the Emitter in respect of or pursuant to instructions issued by any T&S Operator shall not be calculated or made pursuant to the terms of the Waste ICC Contract and the Waste ICC Contract Counterparty shall have no liability pursuant to the Waste ICC Contract to pay or compensate the Emitter in respect of any resulting losses.

53. NO WAIVER

53.1 No waiver by either Party of any breach by the other Party of the Waste ICC Contract or any other Waste ICC Document shall operate unless expressly made in writing, and no such waiver shall be construed as a waiver of any other breach.

53.2 No delay or omission by either Party in exercising any right, power or remedy provided by law or pursuant to the Waste ICC Contract or any other Waste ICC Document shall:

(A) affect that right, power or remedy; or

(B) operate as a waiver of it.

53.3 The single or partial exercise by either Party of any right, power or remedy provided by law or pursuant to the Waste ICC Contract or any other Waste ICC Document shall not, unless otherwise expressly stated, preclude any other or further exercise of it or the exercise of any other right, power or remedy.

53.4 Any legal privilege attaching to information or documents that are:

(A) made available by the Emitter or its Representatives to the Waste ICC Contract Counterparty or its Representatives remains for the benefit of the Emitter; or

(B) made available by the Waste ICC Contract Counterparty or its Representatives to the Emitter or its Representatives remains for the benefit of the Waste ICC Contract Counterparty,

and, in each case, disclosure is not intended to amount to a waiver of legal privilege.

54. CONSENTS

54.1 Any consents, confirmations, approvals, waivers or agreements to be given by the Waste ICC Contract Counterparty pursuant to the Waste ICC Contract or any other Waste ICC Document:

(A) shall be effective only if given in writing; and

(B) except as otherwise expressly provided in the Waste ICC Contract, may be given or withheld by the Waste ICC Contract Counterparty in its sole and absolute discretion and, if given, may be given on and subject to such terms and/or conditions as the Waste ICC Contract Counterparty may in its sole and absolute discretion determine.

54.2 The exercise of discretion by the Waste ICC Contract Counterparty (including in respect of the grant or withholding of any consent, confirmation, approval, waiver or agreement) shall in no way limit the manner in or extent to which that discretion may be exercised in future or give rise to any amendment or modification to the Waste ICC Contract or any other Waste ICC Document.

55. ENTIRE AGREEMENT

- 55.1 The Waste ICC Contract, together with the other Waste ICC Documents, constitutes the entire agreement, understanding and representations of the Parties in respect of its subject matter and supersedes and extinguishes any agreements, understandings and/or representations previously given or made in respect thereof other than those included in the Waste ICC Contract or the other Waste ICC Documents.
- 55.2 Each Party acknowledges that in entering into the Waste ICC Contract it has not relied on, and shall have no right or remedy in respect of, any draft, agreement, undertaking, representation, warranty, promise, assurance, arrangement or public statement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Waste ICC Contract or any other Waste ICC Document made or given by or on behalf of either Party or the Secretary of State at any time prior to the Agreement Date (whether made negligently or innocently) other than as expressly set out in the Waste ICC Contract or any other Waste ICC Document.
- 55.3 Nothing in this Condition 55 (*Entire agreement*) shall limit or exclude liability for fraud.

56. PAYMENT DISRUPTION EVENT

Relief due to Payment Disruption Event

- 56.1 Subject to Condition 56.2, a Party affected by a Payment Disruption Event (a "**PDE Affected Party**") shall be relieved from liability, and deemed not to be in breach of the Waste ICC Contract (or any other Waste ICC Document), for:
- (A) any failure to pay (or delay in paying) to the other Party any sum due and payable pursuant to the Waste ICC Contract (or any other Waste ICC Document) (whether pursuant to an obligation to pay, an indemnity, a costs reimbursement provision or otherwise); and
 - (B) (in the case of the Emitter) any failure to transfer, deliver, extend, renew or replace (or procure the transfer, delivery, extension, renewal or replacement of) Acceptable Collateral in accordance with Part 10 (*Credit Support*) or GGR Acceptable Collateral in accordance with Part G (*Accumulated GGR Credits: Security and Enforcement*) of Annex 12 (*Greenhouse Gas Removal Credits*), or any delay in doing so,
- (such obligations "**PDE Obligations**") in each case if and to the extent that such failure or delay is directly attributable to the occurrence and continuance of such Payment Disruption Event.

Conditions to Payment Disruption Event relief

- 56.2 The PDE Affected Party's relief from liability pursuant to Condition 56.1 is subject to and conditional upon:
- (A) the PDE Affected Party giving notice as soon as reasonably practicable to the other Party of the nature and extent of the Payment Disruption Event causing its failure or delay in performance; and
 - (B) the PDE Affected Party using reasonable endeavours:
 - (i) to mitigate the effects of the Payment Disruption Event;
 - (ii) to carry out and perform its obligations under the Waste ICC Contract (and each other Waste ICC Document) in any way that is reasonably practicable; and

- (iii) to pay the sum due and payable or transfer, deliver, extend, renew or replace Acceptable Collateral in accordance with Part 10 (*Credit Support*) (as relevant) immediately upon cessation of the Payment Disruption Event.

57. FORCE MAJEURE

Relief due to Force Majeure

- 57.1 Subject to the provisions of this Condition 57 (*Force Majeure*), a Party affected by Force Majeure (an "**FM Affected Party**") shall:
- (A) be relieved from liability, and deemed not to be in breach of the Waste ICC Contract (or any other Waste ICC Document), for any failure or delay in the performance of any of its obligations under the Waste ICC Contract (or any other Waste ICC Document) if and to the extent such failure or delay is directly attributable to the occurrence and continuance of such Force Majeure; and
 - (B) be entitled to an extension of one (1) or more of the Longstop Date, the Milestone Delivery Date and/or the Target Commissioning Window, for any delay to the Project if and to the extent such delay is directly attributable to the occurrence and continuance of such Force Majeure, subject to the requirements of the definition of that term.
- 57.2 Nothing in this Condition 57 (*Force Majeure*) shall relieve either Party from its obligations to perform or comply with any PDE Obligations.
- 57.3 Nothing in this Condition 57 (*Force Majeure*) shall affect the Waste ICC Contract Counterparty's right to terminate the Waste ICC Contract pursuant to Conditions 38.5 to 38.7 (*Termination for Prolonged Force Majeure*) and, subject to Condition 38.26, Conditions 38.22 to 38.26 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*).

Conditions to Force Majeure relief

- 57.4 The FM Affected Party's relief from liability and/or entitlement to an extension of any of the Longstop Date, the Milestone Delivery Date and/or the Target Commissioning Window pursuant to Condition 57.1 is subject to and conditional upon (and in the case of Condition 57.1(B) shall only be available to the extent that the failure or delay in performance and/or delay to the Project could not have been avoided by):
- (A) the FM Affected Party giving notice as soon as reasonably practicable to the other Party (the "**Non-affected Party**") in writing of the nature and extent of: (i) any Force Majeure of which it is aware which it considers will or is likely to cause its failure or delay in performance and/or delay to the Project; and (ii) any Force Majeure that has caused or is causing failure or delay in performance and/or delay to the Project; and
 - (B) the FM Affected Party using reasonable endeavours:
 - (i) to mitigate the effects of the Force Majeure (including delay to the Project);
 - (ii) to carry out its obligations under the Waste ICC Contract and each other Waste ICC Document in any way that is reasonably practicable; and
 - (iii) to resume the performance of its obligations under the Waste ICC Contract and each other Waste ICC Document as soon as reasonably practicable.

Provision of Force Majeure information

57.5 In addition to its notification obligation pursuant to Condition 57.4, the FM Affected Party shall give notice as soon as reasonably practicable to the Non-affected Party in writing (to the extent that such Information is available to the FM Affected Party) of:

- (A) the steps being taken by the FM Affected Party to remove or mitigate the effect of the Force Majeure (including delay to the Project) and to carry out its obligations under the Waste ICC Contract (or the relevant Waste ICC Document);
- (B) the anticipated date of resumption of performance of its obligations under the Waste ICC Contract (or the relevant Waste ICC Document); and
- (C) such other details relating to the Force Majeure and its effects (including delay to the Project) as may be reasonably requested by the Non-affected Party,

and, to the extent that such Information is not available at the time a notice is given, the FM Affected Party shall provide such Information to the Non-affected Party as soon as it becomes available to it.

57.6 The FM Affected Party shall give notice to the Non-affected Party every twenty (20) Business Days:

- (A) of any update to the Information provided pursuant to Condition 57.5 and shall give notice as soon as reasonably practicable to the Non-affected Party upon it becoming aware of any material developments or additional material Information relating to the Force Majeure and its effects; and
- (B) where the Force Majeure is a continuing one, that it is continuing, accompanied by an explanation and Information to show that the events or circumstances concerned continue to meet all of the requirements of the definition of Force Majeure.

58. **SEVERABILITY**

If any provision or part of a provision of the Waste ICC Contract or any other Waste ICC Document is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that shall not affect or impair:

- (A) the legality, validity or enforceability in that jurisdiction of any other provision of the Waste ICC Contract or of any other Waste ICC Document; or
- (B) the legality, validity or enforceability in other jurisdictions of that or any other provision of the Waste ICC Contract or of any other Waste ICC Document.

59. **LIMITED RECOURSE ARRANGEMENTS, UNDERTAKINGS AND ACKNOWLEDGEMENTS**

Waste ICC Contract Counterparty payment undertakings

59.1 For the purpose of Conditions 59.2 to 59.8, references in Conditions 59.2 to 59.5 to "liabilities" shall be construed as if the limited recourse provisions set out in Condition 59.7 do not apply.

59.2 The Waste ICC Contract Counterparty shall make appropriate requests to HMG on the basis provided for by any Funding Mechanism for the purpose of ensuring that it is in sufficient funds to meet its liabilities in full pursuant to the Waste ICC Contract.

59.3 The Waste ICC Contract Counterparty shall, to the extent consistent with the Waste ICC Contract Counterparty's proper exercise of its functions and duties pursuant to the EA 2023 or any other statutory function or duty, as soon as reasonably practicable:

- (A) notify HMG of any sum which HMG is required to pay to the Waste ICC Contract Counterparty and which has not been paid by the date on which it is required to be paid, in each case including (where relevant) by virtue of the Funding Mechanism, and which is necessary to ensure that the Waste ICC Contract Counterparty can meet its liabilities in full pursuant to the Waste ICC Contract; and
 - (B) notify the Secretary of State if the Waste ICC Contract Counterparty has reason to believe that it will have insufficient funds available to make when due the totality of the payments to emitters that are required pursuant to CCUS Programme Waste ICC Contracts.
- 59.4 The Waste ICC Contract Counterparty shall notify the Emitter if it is of the opinion that it will have insufficient funds to meet its liabilities in full pursuant to the Waste ICC Contract.
- 59.5 The Waste ICC Contract Counterparty agrees that in circumstances where the Waste ICC Contract Counterparty has failed to pay an amount on the due date thereof pursuant to the Waste ICC Contract:
- (A) damages alone would not be an adequate remedy for any breach by it of its obligations set out in Condition 59.3(A);
 - (B) accordingly, the Emitter will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by the Waste ICC Contract Counterparty of its obligations set out in Condition 59.3; and
 - (C) it will not raise any objection to an application by the Emitter for any such remedies.
- 59.6 Without prejudice to Condition 59.7, the maximum liability of the Waste ICC Contract Counterparty in respect of breach by it of Condition 59.2, Condition 59.3 or Condition 59.4 shall be limited to an amount equivalent to the Default Interest on the amount which has not been paid by the Waste ICC Contract Counterparty to the Emitter pursuant to the Waste ICC Contract by reason of the relevant breach for the period from what would have been the date of payment but for such breach to the date of actual payment, provided that the limit of liability in this Condition 59.6 shall not apply where the breach is caused by the gross negligence or wilful misconduct of the Waste ICC Contract Counterparty.

Limited recourse

- 59.7 Notwithstanding any other provision of the Waste ICC Contract:
- (A) the liability of the Waste ICC Contract Counterparty pursuant to the Waste ICC Contract shall not exceed the aggregate of the amounts from time to time received and held by the Waste ICC Contract Counterparty, and allocated to the Waste ICC Contract, including (where relevant) in accordance with the Funding Mechanism; and
 - (B) the Waste ICC Contract Counterparty shall not be in default pursuant to the Waste ICC Contract in not making any payment that is due and owing if and to the extent that it shall not have received the amounts and other funds referred to in Condition 59.7(A) which are necessary to make such payment, but if and to the extent that such payment is not made, the Waste ICC Contract Counterparty shall continue to owe an amount equal to the amount of the payment due and owing but not paid and shall make such payment promptly and, in any event, within two (2) Business Days after and to the extent of its receipt of such corresponding and allocated amounts and other funds.

Damages for breach

59.8 The Parties acknowledge and agree that:

- (A) the Waste ICC Contract Counterparty shall have full right and liberty to recover from the Emitter any loss, damage, cost or expense suffered or incurred by the Waste ICC Contract Counterparty as a result of a breach by the Emitter of the Waste ICC Contract or any other Waste ICC Document and for this purpose no regard shall be had to the right or ability (if any) of the Waste ICC Contract Counterparty to recover such loss, damage, cost or expense from HMG or any other person including (where relevant) in accordance with the Funding Mechanism; and
- (B) to the extent that any such loss, damage, cost or expense is recovered by the Waste ICC Contract Counterparty from the Emitter, it is the intent that the Waste ICC Contract Counterparty will not keep those amounts but will:
 - (i) use such amounts to make good any loss, damage, cost or expense suffered or incurred by the Waste ICC Contract Counterparty;
 - (ii) pass or return those amounts to HMG or other person(s) as directed by HMG; and/or
 - (iii) use such amounts for the benefit of HMG or other person(s).

Part 12
Confidentiality, announcements and freedom of information

60. CONFIDENTIALITY

Confidentiality restrictions: application to the terms of the Waste ICC Contract

- 60.1 Subject to Condition 61 (*Announcements*), the Parties agree that the provisions of the Waste ICC Contract shall not be treated as Confidential Information and may be disclosed without restriction (save for the Information to be redacted pursuant to Annex 7 (Redacted Terms) of the Waste ICC Agreement, if applicable, which will be redacted in full).

Carbon Capture Revenue Support (Directions, Eligibility and Counterparty) Regulations

- 60.2 The Parties acknowledge and agree that the Waste ICC Contract Counterparty must publish the Waste ICC Contract in accordance with regulation 8(1) of the Carbon Capture Revenue Support (Directions, Eligibility and Counterparty) Regulations 2024.
- 60.3 For the purposes of regulation 8(1) of the Carbon Capture Revenue Support (Directions, Eligibility and Counterparty) Regulations 2024, the information set out in Annex 7 (Redacted Terms) of the Waste ICC Agreement is information to which regulation 8(2) of the Carbon Capture Revenue Support (Directions, Eligibility and Counterparty) Regulations 2024 applies.
- 60.4 For the avoidance of doubt, the publication of the Waste ICC Contract in accordance with regulation 8(1) of the Carbon Capture Revenue Support (Directions, Eligibility and Counterparty) Regulations 2024 and the provisions of Conditions 60.2 to 60.4 shall not be subject to or constrained or restricted by Condition 60.1 (Confidentiality restrictions: application to the terms of the Waste ICC Contract) or the following provisions of this Condition 60 or Condition 61 (*Announcements*).

Emitter Confidential Information

- 60.5 The Waste ICC Contract Counterparty shall keep all Emitter Confidential Information confidential and shall not disclose Emitter Confidential Information without the prior written consent of the Emitter, other than as permitted by Condition 60.6 or to fulfil the Waste ICC Contract Counterparty Permitted Purposes.
- 60.6 Condition 60.5 shall not prevent the disclosure of Emitter Confidential Information by the Waste ICC Contract Counterparty:
- (A) on a confidential basis:
- (i) to its Representatives to enable or assist the Waste ICC Contract Counterparty to fulfil the Waste ICC Contract Counterparty Permitted Purposes;
 - (ii) to any Transferee to fulfil the Waste ICC Contract Counterparty Permitted Purposes;
 - (iii) to any person engaged in providing services to the Waste ICC Contract Counterparty to enable or assist the Waste ICC Contract Counterparty to fulfil the Waste ICC Contract Counterparty Permitted Purposes;

- (iv) to any Government Entity (or to its Representatives or to any person engaged in providing services to such Government Entity) where the Waste ICC Contract Counterparty considers such disclosure is required to enable or assist:
 - (a) the Waste ICC Contract Counterparty to fulfil the Waste ICC Contract Counterparty Permitted Purposes; or
 - (b) such person to: (i) fulfil any of its functions arising out of or in connection with the Waste ICC Contract or for the purposes of any other CCUS Programme ICC Contract or any other Waste ICC Document; (ii) perform any function ancillary or related to its functions arising out of or for the purposes of the Waste ICC Contract or any other CCUS Programme ICC Contract or any other Waste ICC Document or the CCUS Programme; or (iii) fulfil any functions, duties or obligations arising by virtue of or pursuant to the EA 2023;
- (v) to a T&S Operator, the Economic Regulator, the Waste ICC Contract Settlement Services Provider or the Secretary of State (or to their respective Representatives), to the extent that the Waste ICC Contract Counterparty considers such disclosure is necessary to enable or assist: (a) the Waste ICC Contract Counterparty to fulfil the Waste ICC Contract Counterparty Permitted Purposes; or (b) such person to fulfil or perform any of its functions, duties or obligations arising out of or in connection with the Waste ICC Contract or for the purposes of any other CCUS Programme ICC Contract or Waste ICC Document or to fulfil or perform any ancillary or related function, duty or obligation (including any such functions, duties or obligations arising by virtue of or pursuant to the EA 2023),

provided that: (i) the Waste ICC Contract Counterparty shall use reasonable endeavours to inform the recipient of the Emitter Confidential Information of the Waste ICC Contract Counterparty's obligations pursuant to Condition 60.5; and (ii) in the case of disclosure of Emitter Confidential Information pursuant to Condition 60.6(A)(i), Condition 60.6(A)(ii) or Condition 60.6(A)(iii), the Waste ICC Contract Counterparty shall ensure that the recipient of the Emitter Confidential Information shall be subject to substantially the same obligation of confidentiality as contained in Condition 60.5;

- (B) to enable a Dispute to be instigated, progressed, consolidated with other disputes, settled or determined pursuant to and in accordance with the Dispute Resolution Procedure (except where the relevant Emitter Confidential Information has been provided on a "without prejudice" or "without prejudice save as to costs" basis);
- (C) (subject to Condition 60.7) to Parliament or to any Parliamentary committee, but only if and to the extent that the Waste ICC Contract Counterparty considers such disclosure is required to enable or assist it to fulfil any Waste ICC Contract Counterparty Permitted Purpose;
- (D) (subject to Condition 60.7) to any Secretary of State to enable or assist the Secretary of State to make a disclosure to Parliament or to any Parliamentary committee, but only if and to the extent that the Secretary of State has notified the Waste ICC Contract Counterparty that such disclosure is required to enable or assist the Secretary of State to fulfil its functions;
- (E) (subject to Condition 60.7) to any Secretary of State to enable or assist the Secretary of State to make a disclosure to a Subsidy Control Competent Authority or other Competent Authority or otherwise to comply with the Subsidy Control Rules, but only if and to the extent that the Waste ICC Contract Counterparty considers (or the Secretary

of State has notified the Waste ICC Contract Counterparty that) such disclosure is required in connection with the application of the Subsidy Control Rules or in connection with any decision by a Subsidy Control Competent Authority relating to those rules;

- (F) (subject to Condition 60.7) to a Subsidy Control Competent Authority or other Competent Authority or an interested party under the Subsidy Control Rules, but only if and to the extent that the Waste ICC Contract Counterparty considers such disclosure is necessary in connection with the application of the Subsidy Control Rules or in connection with any decision by a Subsidy Control Competent Authority relating to those rules;
- (G) (subject to Condition 60.7) which is required to comply with any Law or Directive having the force of law or, if not having the force of law, compliance with which is in accordance with accepted general practice;
- (H) (subject to Condition 62 (*Freedom of information*)) which is required:
 - (i) by the FoIA; or
 - (ii) by the EIR;
- (I) to the National Audit Office for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Waste ICC Contract Counterparty has used its resources;
- (J) that is otherwise expressly permitted pursuant to the terms, or required for the operation or fulfilment, of the Waste ICC Contract or any other Waste ICC Document; or
- (K) to any Secretary of State or Government Entity to enable or assist the Secretary of State or Government Entity to: (i) make a disclosure to the European Commission or other Competent Authority in order to fulfil a legal obligation and/or (ii) facilitate transparent public reporting by the Secretary of State or Government Entity; and the Emitter acknowledges and agrees that such Information may be published by the Secretary of State, Government Entity, European Commission and/or any other Competent Authority.

60.7 Prior to any disclosure of Emitter Confidential Information by the Waste ICC Contract Counterparty pursuant to any of Condition 60.6(C), Condition 60.6(D), Condition 60.6(E), Condition 60.6(F) and Condition 60.6(G), the Waste ICC Contract Counterparty shall use reasonable endeavours to give notice to the Emitter of the Emitter Confidential Information to be disclosed, provided that:

- (A) it is lawful and reasonably practicable in the circumstances to do so; and
- (B) in the case of any disclosure pursuant to Condition 60.6(C) or Condition 60.6(D), it is not inconsistent with Parliamentary convention.

Waste ICC Contract Counterparty: insider dealing and market abuse

60.8 The Emitter shall consult with the Waste ICC Contract Counterparty in good faith, from time to time upon request by the Waste ICC Contract Counterparty, in relation to whether Emitter Confidential Information or any other information held by the Waste ICC Contract Counterparty (or its Representatives) constitutes at that time inside information in relation to the Emitter or any member of its Group. Nothing in this Condition 60.8 is intended to or shall result in the Emitter or any of its Representatives: (i) incurring any liability whatsoever under or in respect of the Waste ICC Contract Counterparty's (or any of its Representatives') obligations and

responsibilities pursuant to any applicable market abuse regime; or (ii) being obliged to consult with the Waste ICC Contract Counterparty on Emitter Confidential Information to be provided to the Waste ICC Contract Counterparty which constitutes (or may constitute) "inside information" in respect of any person other than the Emitter or any members of its Group. For the purposes of this Condition 60.5, "inside information" shall have the meaning given in Article 7 of Regulation (EU) No 596/2014 or Article 2(1) of Regulation (EU) No 1227/2011 as they form part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (and regulations made thereunder) or section 56 of the CJA (as applicable, and as such provisions may be amended, extended, restated, replaced or re-enacted from time to time).

Waste ICC Contract Counterparty: liability for Representatives and service providers

60.9 The Waste ICC Contract Counterparty shall be responsible for:

- (A) any failure by its current or former Representatives or any person to whom Emitter Confidential Information is disclosed pursuant to Condition 60.6(A)(ii) or Condition 60.6(A)(iii) to comply with Condition 60.5 as if they were subject to it; and
- (B) any use by its current or former Representatives or any person to whom Emitter Confidential Information is disclosed pursuant to Condition 60.6(A)(ii) or Condition 60.6(A)(iii), of any Emitter Confidential Information in breach of Condition 60.5 as if they were subject to it.

Waste ICC Contract Counterparty Confidential Information

60.10 The Emitter shall keep all Waste ICC Contract Counterparty Confidential Information confidential and shall not disclose Waste ICC Contract Counterparty Confidential Information without the prior written consent of the Waste ICC Contract Counterparty other than as permitted by Condition 60.11 or to fulfil the Emitter Permitted Purposes.

60.11 Condition 60.10 shall not prevent the disclosure of Waste ICC Contract Counterparty Confidential Information by the Emitter:

- (A) on a confidential basis:
 - (i) to its Representatives to enable or assist the Emitter to fulfil the Emitter Permitted Purposes;
 - (ii) to members of its Group (and their respective Representatives) to enable or assist the Emitter to fulfil the Emitter Permitted Purposes;
 - (iii) to any Transferee to fulfil the Emitter Permitted Purposes;
 - (iv) to providers or prospective providers to the Emitter of debt financing, refinancing or credit support and their professional advisers, provided that such disclosure is restricted to Information necessary for the purposes of assessing the provision or potential provision of such financing, refinancing or credit support;
 - (v) to *bona fide* prospective purchasers of the Installation, provided that such disclosure is restricted to Information necessary for the purpose of assessing such potential purchase;
 - (vi) to any T&S Operator, the Economic Regulator or the Waste ICC Contract Settlement Services Provider (or to their respective Representatives) to the extent that the Emitter considers such disclosure is required to enable or assist:
 - (a) the Emitter to fulfil the Emitter Permitted Purposes; or
 - (b) such person to fulfil or perform any of its functions, duties or obligations arising out of or in

connection with the Waste ICC Contract or any other CCUS Programme ICC Contract or to fulfil or perform any ancillary or related function, duty or obligation (including any such functions, duties or obligations arising by virtue of or pursuant to the EA 2023);

(vii) for the purposes of:

- (a) the examination and certification by its auditors of the Emitter's accounts; or
- (b) complying with a proper request from the Emitter's insurance adviser or insurer on placing or renewing any insurance policies,

provided that: (i) the Emitter shall use reasonable endeavours to inform the recipient of the Waste ICC Contract Counterparty Confidential Information of the Emitter's obligations pursuant to Condition 60.10; and (ii) in the case of disclosure of Waste ICC Contract Counterparty Confidential Information pursuant to Condition 60.11(A)(i), Condition 60.11(A)(ii), Condition 60.11(A)(iii), Condition 60.11(A)(iv) or Condition 60.11(A)(v), the Emitter shall ensure that the recipient of the Waste ICC Contract Counterparty Confidential Information shall be subject to substantially the same obligation of confidentiality as contained in Condition 60.10;

- (B) to enable a Dispute to be instigated, progressed, consolidated with other disputes, settled or determined pursuant to and in accordance with the Dispute Resolution Procedure (except where the relevant Waste ICC Contract Counterparty Confidential Information has been provided on a "without prejudice" or "without prejudice save as to costs" basis);
- (C) (subject to Condition 60.12) which is required to comply with any Law or Directive (including the rules of any securities exchange, clearing system or regulatory body) having the force of law or, if not having the force of law, compliance with which is in accordance with the general practice of the Emitter; or
- (D) that is otherwise expressly permitted pursuant to the terms, or required for the operation or fulfilment, of the Waste ICC Contract or any other Waste ICC Document.

60.12 Prior to any disclosure of Waste ICC Contract Counterparty Confidential Information by the Emitter pursuant to Condition 60.11(C), the Emitter shall use reasonable endeavours to give notice to the Waste ICC Contract Counterparty of the Waste ICC Contract Counterparty Confidential Information to be disclosed, provided that it is lawful and reasonably practicable in the circumstances to do so.

Emitter: liability for Representatives and service providers

60.13 The Emitter shall be responsible for:

- (A) any failure by its current or former Representatives or any person to whom Waste ICC Contract Counterparty Confidential Information is disclosed pursuant to Condition 60.11(A)(ii), Condition 60.11(A)(iii), Condition 60.11(A)(iv) or Condition 60.11(A)(v) to comply with Condition 60.11 as if they were subject to it;
- (B) any use by its current or former Representatives or any person to whom Waste ICC Contract Counterparty Confidential Information is disclosed pursuant to Condition 60.11(A)(ii) or Condition 60.11(A)(iii), of any Waste ICC Contract Counterparty Confidential Information in breach of Condition 60.10 as if they were subject to it; and

- (C) any failure by any person to whom Waste ICC Contract Counterparty Confidential Information is disclosed pursuant to Condition 60.11(A)(iv) or Condition 60.11(A)(v) to comply with the restrictions on usage of Waste ICC Contract Counterparty Confidential Information provided for in such Conditions.

No licence

- 60.14 No right or licence is granted to any person in relation to any Confidential Information save as explicitly set out in this Condition 60 (*Confidentiality*).

61. ANNOUNCEMENTS

No announcements

- 61.1 The Emitter:

- (A) shall not, and shall ensure that its directors, officers and employees do not; and
- (B) shall use reasonable endeavours to ensure that each of its other current or former Representatives and each member of its Group (and their respective Representatives) do not,

make, publish, issue or release any announcement or public statement in relation to, or which refers to, the Waste ICC Contract or any other Waste ICC Document or any related or ancillary matter, without the express prior consent of the Waste ICC Contract Counterparty (such consent not to be unreasonably withheld or delayed).

Emitter permitted announcements

- 61.2 Notwithstanding Condition 61.1 (*No announcements*):

- (A) the Emitter (and its directors, officers and employees) may make, publish, issue or release any announcement or public statement in relation to, or which refers to, the Waste ICC Contract or any other Waste ICC Document or any related or ancillary matter if and to the extent required by any Law or Directive (including the rules of any securities exchange, clearing system or regulatory body) having the force of law or, if not having the force of law, compliance with which is in accordance with the general practice of the Emitter, provided that:
- (i) the Emitter shall use (and shall procure that its directors, officers and employees shall use) reasonable endeavours to agree the contents of such announcement or public statement with the Waste ICC Contract Counterparty before it is made, published, issued or released (such consent not to be unreasonably withheld or delayed); or
- (ii) if the contents of such announcement or public statement are not able to be agreed before the making, publishing, issuing or releasing of such announcement or public statement, notify the Waste ICC Contract Counterparty of such announcement or public statement immediately following its being made, published, issued or released; and
- (B) neither the Emitter (nor any of its directors, officers or employees) shall be precluded from making, publishing, issuing or releasing any announcement or publication in relation to, or which refers to, the Waste ICC Contract or any other Waste ICC Document or any related or ancillary matter if such announcement or publication:
- (i) does not contain any Waste ICC Contract Counterparty Confidential Information;

- (ii) will not hinder, preclude, prejudice or otherwise adversely affect or impact upon the Waste ICC Contract Counterparty Permitted Purposes or the Waste ICC Contract Counterparty's ability to fulfil the Waste ICC Contract Counterparty Permitted Purposes (whether in relation to the Waste ICC Contract or any other CCUS Programme ICC Contract);
- (iii) does not relate or refer to any fact, matter or circumstance in respect of a Dispute or which will, or is reasonably likely to, give rise to a Dispute (whether in relation to the Waste ICC Contract or any other CCUS Programme ICC Contract); and
- (iv) will not hinder, preclude, prejudice or otherwise adversely affect or impact upon:
 - (a) the allocation by the Secretary of State or the Waste ICC Contract Counterparty of CCUS Programme ICC Contracts or Other CCUS Programme Contracts, including any auction process in relation thereto;
 - (b) any application by any person for a CCUS Programme ICC Contract or Other CCUS Programme Contract,

provided that the Emitter shall notify the Waste ICC Contract Counterparty of such announcement or public statement immediately following its being made, published, issued or released.

- 61.3 Condition 61.2 shall apply (with the necessary modifications) to any announcement or public statement made, published, issued or released (or proposed to be so made, published, issued or released) by any of the persons referenced in Condition 61.1(B).

Waste ICC Contract Counterparty permitted announcements

- 61.4 The Waste ICC Contract Counterparty may make, publish, issue or release any announcement or public statement in relation to, or which refers to, the Waste ICC Contract or any other Waste ICC Document or any related or ancillary matter that it considers to be necessary, desirable or appropriate (acting reasonably), provided that, if and to the extent that such announcement or statement contains any Emitter Confidential Information, the making, publication, issue or release of such announcement or public statement does not breach Condition 60 (*Confidentiality*).

Publication of Waste ICC Register Information

- 61.5 Nothing in Condition 60 (*Confidentiality*) shall restrict or prevent the publication by the Waste ICC Contract Counterparty of any Waste ICC Register Information or any other information which in its opinion would facilitate the administration of the Waste ICC Contract.
- 61.6 The Emitter may make representations in respect of any information that the Emitter considers (acting reasonably) should be excluded from publication on the basis that such information is commercially sensitive, and the Waste ICC Contract Counterparty may (but shall not be obliged to) take into consideration any such representations prior to publishing the relevant information.

62. FREEDOM OF INFORMATION

Emitter acknowledgements and undertakings

- 62.1 The Emitter acknowledges and agrees that the Waste ICC Contract Counterparty:
- (A) is subject to the requirements of the FoIA and the EIR;

- (B) may be obliged under the FoIA or the EIR to disclose Emitter Confidential Information:
- (i) in certain circumstances without consulting or obtaining consent from the Emitter; or
 - (ii) following consultation with the Emitter and having taken their views into account,
- provided always that where (i) above applies the Waste ICC Contract Counterparty shall draw this to the attention of the Emitter prior to any disclosure; and
- (C) shall be responsible for determining in its absolute discretion (subject to any decision of the Information Commissioner following an application under section 50 of the FoIA and the outcome of any subsequent appeal to the Tribunal if applicable), whether the FoIA Information it holds (or that is held on its behalf) that is the subject of a Request for Information:
- (i) is exempt or excepted from disclosure pursuant to the FoIA or the EIR, as appropriate; or
 - (ii) is to be disclosed in response to a Request for Information,
- and, for the purposes of this Condition 62.1(C), any notification to the Waste ICC Contract Counterparty which identifies FoIA Information as being Emitter Confidential Information is of indicative value only and the Waste ICC Contract Counterparty may nevertheless be obliged to disclose such FoIA Information in accordance with the requirements of the FoIA and the EIR.

62.2 The Emitter:

- (A) shall not, and shall ensure that its directors, officers and employees do not; and
 - (B) shall use reasonable endeavours to ensure that each of its other current or former Representatives and each member of its Group (and their respective Representatives) do not,
- respond directly to a Request for Information unless expressly authorised to do so in writing by the Waste ICC Contract Counterparty.

62.3 The Emitter undertakes to assist and co-operate with the Waste ICC Contract Counterparty, at the Emitter's cost, to enable the Waste ICC Contract Counterparty to comply with its obligations pursuant to the FoIA and the EIR.

Requests for Information: procedure

- 62.4 If the Waste ICC Contract Counterparty receives a Request for Information in relation to FoIA Information that the Emitter is holding on behalf of the Waste ICC Contract Counterparty and which the Waste ICC Contract Counterparty does not hold itself, the Waste ICC Contract Counterparty shall notify the Emitter as to the FoIA Information to which the Request for Information relates and the Emitter shall:
- (A) as soon as reasonably practicable (and in any event within five (5) Business Days, or such longer period as is specified by the Waste ICC Contract Counterparty, after the Waste ICC Contract Counterparty's request) provide the Waste ICC Contract Counterparty with a copy of all such FoIA Information in the form that the Waste ICC Contract Counterparty requests; and

- (B) provide all assistance reasonably requested by the Waste ICC Contract Counterparty in respect of any such FoIA Information to enable the Waste ICC Contract Counterparty to respond to a Request for Information within the time for compliance set out in section 10 of the FoIA or regulation 5 of the EIR.
- 62.5 Following notification under Condition 62.4 and until the Emitter has provided the Waste ICC Contract Counterparty with all the FoIA Information specified in Condition 62.4(A), the Emitter may make representations to the Waste ICC Contract Counterparty whether or on what basis the FoIA Information requested should be disclosed, and whether further Information should reasonably be provided to identify and locate the FoIA Information requested.
- 62.6 The Emitter shall ensure that all FoIA Information held on behalf of the Waste ICC Contract Counterparty is retained for disclosure and shall permit the Waste ICC Contract Counterparty to inspect such FoIA Information as requested from time to time.
- 62.7 If the Emitter receives a Request for Information in relation to the Waste ICC Contract Counterparty or in connection with the Waste ICC Contract, the Emitter shall as soon as reasonably practicable and in any event within two (2) Business Days after receipt forward such Request for Information to the Waste ICC Contract Counterparty, and this Condition 62 (*Freedom of information*) shall apply as if the Request for Information had been received by the Waste ICC Contract Counterparty.

Publication schemes

- 62.8 Nothing in this Condition 62 (*Freedom of information*) shall restrict or prevent the publication by the Waste ICC Contract Counterparty of any FoIA Information in accordance with:
- (A) any publication scheme (as defined in the FoIA) adopted and maintained by the Waste ICC Contract Counterparty in accordance with the FoIA;
 - (B) any model publication scheme applicable to the Waste ICC Contract Counterparty as may be approved by the Information Commissioner; or
 - (C) the obligation to proactively release information under Regulation 4(1)(a) of the EIR,
- provided that, in deciding whether to publish Emitter Confidential Information in accordance with any such publication scheme or model publication scheme, the Waste ICC Contract Counterparty shall take account of whether such Emitter Confidential Information would be exempt from disclosure pursuant to the FoIA or the EIR.

Part 13
Miscellaneous

63. INTELLECTUAL PROPERTY RIGHTS

Retention of Intellectual Property Rights

- 63.1 Nothing in the Waste ICC Contract shall transfer any ownership of any Intellectual Property Rights acquired or developed by or on behalf of any Party, whether pursuant to or independently from (and whether before or during the term of) the Waste ICC Contract, any other Waste ICC Document or (in the case of the Waste ICC Contract Counterparty) any other CCUS Programme ICC Contract.

Licence of Intellectual Property Rights

- 63.2 Each Party hereby grants to the other Party with effect from the Agreement Date and subject to Condition 63.3(B) for the duration of the Term, a licence of any Intellectual Property Rights that are created by it, or on its behalf, pursuant to the terms of the Waste ICC Contract, any other Waste ICC Document or (in the case of the Waste ICC Contract Counterparty) any other CCUS Programme ICC Contract that:

- (A) it owns; or
- (B) is licensed to it (but only to the extent that it has the right to sub-license such Intellectual Property Rights),

on a non-exclusive, royalty-free, non-transferable basis and (subject to Condition 63.3) solely for the Waste ICC Contract Counterparty Restricted Purposes (in the case of the Waste ICC Contract Counterparty as licensee) or the Emitter Permitted Purpose (in the case of the Emitter as licensee).

- 63.3 The licence granted pursuant to Condition 63.2 shall:

- (A) permit each Party to sub-license to the extent required for the Waste ICC Contract Counterparty Restricted Purposes (in the case of the Waste ICC Contract Counterparty as licensee) or the Emitter Permitted Purpose (in the case of the Emitter as licensee); and
- (B) permit each Party to use and sub-license the Intellectual Property Rights after expiry or termination of the Waste ICC Contract, but only for the Waste ICC Contract Counterparty Restricted Purposes (in the case of the Waste ICC Contract Counterparty) or the Emitter Permitted Purpose (in the case of the Emitter).

Indemnity for infringement of Intellectual Property Rights

- 63.4 The Emitter shall promptly on demand from time to time indemnify the Waste ICC Contract Counterparty, and keep the Waste ICC Contract Counterparty fully and effectively indemnified, against all liabilities, costs, expenses, damages and losses (including legal costs) incurred in respect of any actual infringement of third party Intellectual Property Rights arising from the use by the Waste ICC Contract Counterparty (or any entity that is sub-licensed in accordance with Condition 63.3) of Intellectual Property Rights licensed to the Waste ICC Contract Counterparty by the Emitter pursuant to Condition 63.2, provided that such infringement has arisen from the use of such Intellectual Property Rights in accordance with the Waste ICC Contract Counterparty Restricted Purposes.

- 63.5 The Waste ICC Contract Counterparty shall promptly on demand from time to time indemnify the Emitter, and keep the Emitter fully and effectively indemnified, against all liabilities, costs,

expenses, damages and losses (including legal costs) incurred in respect of any actual infringement of third party Intellectual Property Rights arising from the use by the Emitter (or any entity that is sub-licensed in accordance with Condition 63.3(A)) of Intellectual Property Rights licensed to the Emitter by the Waste ICC Contract Counterparty pursuant to Condition 63.2, provided that such infringement has arisen from the use of such Intellectual Property Rights in accordance with the Emitter Permitted Purpose.

64. **MAINTENANCE AND RETENTION OF RECORDS**

64.1 The Emitter shall maintain or procure that detailed records relating to the Project are maintained in accordance with the Reasonable and Prudent Standard and any applicable Law.

64.2 The records referred to in this Condition 64 (*Maintenance and retention of records*) shall be retained by the Emitter for the Term of the Waste ICC Contract and for at least ten (10) years following the expiry or termination of the Waste ICC Contract.

65. **CYBER SECURITY**

65.1 The Emitter shall, at all times:

- (A) comply with the Information Security Laws;
- (B) implement and maintain appropriate and industry standard physical and data security measures to manage the risks posed to the security of networks and data including the Information Systems, the Automated Data System and Waste ICC Contract Counterparty Data (the "**Security Measures**");
- (C) limit access to the Information Systems and the Automated Data System to such of its authorised personnel that requires access to such systems;
- (D) provide access to the Information Systems and the Automated Data System for such personnel of the Waste ICC Contract Counterparty that require access to such systems in order to exercise the rights of the Waste ICC Contract Counterparty pursuant to and as contemplated by the terms of the Waste ICC Contract;
- (E) ensure that all Representatives of the Emitter or other personnel authorised by the Emitter with access to Waste ICC Contract Counterparty Data, the Information Systems and the Automated Data System are subject to a contractual duty of confidence and are aware of, understand and comply with the Emitter's obligations pursuant to this Condition 65 (*Cyber security*);
- (F) comply with the Cyber Security Standards (or an equivalent standard or accreditation agreed by the Parties, acting reasonably) and provide the Waste ICC Contract Counterparty with a copy of any certificate of compliance with such standards, as required by the Waste ICC Contract Counterparty from time to time; and
- (G) comply with ISO 27035.

65.2 The Emitter shall test the Security Measures regularly to assess the effectiveness of the requirements in ensuring the security, confidentiality, integrity, availability and resilience of the Information Systems, the Automated Data System and the Waste ICC Contract Counterparty Data.

65.3 The Emitter shall maintain written records of all security testing carried out in accordance with Condition 65.2 above and shall make such records available to the Waste ICC Contract Counterparty on request.

65.4 Notwithstanding any other provisions of this Waste ICC Contract, each Party shall use all reasonable endeavours to ensure that no Virus is introduced into any of the other Party's Information Systems, or into any systems used and/or owned by the other Party, as a result of:

- (A) the Automated Data System; and/or
- (B) any acts or omissions of that Party (and/or any of its Representatives).

65.5 If a Virus is found to have been coded or otherwise introduced because of the action or inaction of a Party (and/or any of its respective Representatives), that Party shall immediately and at its own cost:

- (A) take all necessary remedial action to (i) identify, contain the spread of and minimise the impact of the Virus, and (ii) where possible, eliminate the Virus; and
- (B) if the Virus causes a loss of operational efficiency and/or any loss of Waste ICC Contract Counterparty Data or Emitter Data (as applicable), take all steps necessary and provide all assistance required by the other Party to mitigate the loss of or damage to such Waste ICC Contract Counterparty Data or Emitter Data and to restore the efficacy of such Waste ICC Contract Counterparty Data or Emitter Data.

66. **EMITTER CO-OPERATION: SUBSIDY CONTROL RULES**

66.1 If the Waste ICC Contract Counterparty is notified or becomes aware that a Subsidy Control Competent Authority or other Competent Authority has decided that the Waste ICC Contract Counterparty or other public body must recover any subsidy granted or paid in relation to the Waste ICC Contract and that decision has not been annulled, the Waste ICC Contract Counterparty shall, if it is the party to which such order is addressed or if otherwise required by the Secretary of State, give notice as soon as reasonably practicable to the Emitter of the sums to be repaid and any other actions necessary to ensure compliance with a Subsidy Control Competent Authority or other Competent Authority's decision and the Emitter shall repay or procure the repayment of the relevant sums so notified to the Waste ICC Contract Counterparty or as the Waste ICC Contract Counterparty directs and take any other necessary actions so notified without delay.

66.2 The Emitter shall, on reasonable notice and at its own cost:

- (A) do or procure the doing of all acts and execute or procure the execution of all documents; and
- (B) provide the Waste ICC Contract Counterparty with the Information and assurances,

reasonably necessary for the Waste ICC Contract Counterparty or other public body to comply with the terms of any decision of a Subsidy Control Competent Authority or other Competent Authority pursuant to the Subsidy Control Rules in relation to the Waste ICC Contract and any other CCUS Programme ICC Contract(s).

67. **EMITTER ACKNOWLEDGEMENTS: GENERAL**

Emitter responsibility for advice and appraisal

67.1 The Emitter acknowledges and agrees that none of the Waste ICC Contract Counterparty, the Waste ICC Contract Settlement Services Provider or the Secretary of State (nor any of their respective Representatives):

- (A) is:
 - (i) acting as a fiduciary of the Emitter; or
 - (ii) advising the Emitter (including as to any financial, legal, tax, investment, accounting or regulatory matters in any jurisdiction); or
- (B) shall have any liability, duty, responsibility or obligation to the Emitter with respect thereto.

Waste ICC Contract Counterparty contracting as principal

67.2 The Emitter acknowledges and irrevocably and unconditionally agrees that:

- (A) the Waste ICC Contract Counterparty is contracting as principal and not on behalf of or as an agent for the Secretary of State;
- (B) it shall not have or bring any claim or action against the Secretary of State (or their respective Representatives), or the Representatives of the Waste ICC Contract Counterparty, in respect of the Waste ICC Contract or any other Waste ICC Document;
- (C) nothing in the Waste ICC Contract or any other Waste ICC Document shall impute or impose any liability, duty, responsibility or obligation upon the Waste ICC Contract Counterparty (other than pursuant to and in accordance with the express terms of the Waste ICC Contract or any other Waste ICC Document); and
- (D) it shall not hold itself out as having any authority to act for or represent the Waste ICC Contract Counterparty in any way, nor act in any way which confers on the Emitter any express, implied or apparent authority to incur any obligation or liability on behalf of the Waste ICC Contract Counterparty.

Emitter's relationship with the Waste ICC Contract Settlement Services Provider

67.3 The Emitter acknowledges and agrees that it shall not have or bring any claim or action against the Waste ICC Contract Settlement Services Provider in respect of any breach of the Waste ICC Contract (or any other Waste ICC Document) or any loss, damage, cost or expense suffered or incurred thereunder and that its sole recourse for any breach of the Waste ICC Contract (or any other Waste ICC Document) or any loss, damage, cost or expense suffered or incurred thereunder shall be against the Waste ICC Contract Counterparty.

68. **NO PARTNERSHIP**

Nothing in the Waste ICC Contract or any other Waste ICC Document and no action taken by the Parties pursuant to the Waste ICC Contract or any other Waste ICC Document shall constitute a partnership, joint venture or agency relationship between the Parties.

69. TRANSFERS

Restriction on Transfers

69.1 Save as expressly permitted by this Condition 69 (*Transfers*), neither Party may:

- (A) assign to any person all or any of its rights or benefits under the Waste ICC Contract or any other Waste ICC Document;
- (B) make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any person all or any of its rights or benefits under the Waste ICC Contract or any other Waste ICC Document; or
- (C) transfer (whether by way of novation, sub-contract, delegation or otherwise) to any person, or enter into an arrangement whereby any person is to perform, any or all of its obligations under the Waste ICC Contract or any other Waste ICC Document,

(each a "**Transfer**" and "**Transferee**"), without the prior written consent of the other Party.

Permitted Transfers by the Waste ICC Contract Counterparty

69.2 Notwithstanding Condition 69.1 (*Restriction on Transfers*), a Transfer of the Waste ICC Contract Counterparty's rights or obligations may be effected (whether by virtue of any Law or any scheme pursuant to any Law or otherwise), without the consent of the Emitter, to any:

- (A) company formed and registered under the Companies Act 2006;
- (B) entity directly wholly-owned or controlled by a Minister of the Crown; or
- (C) public authority, including any person any of whose functions are of a public nature,

in each case where such company, entity or public authority:

- (i) acquires the whole of the Waste ICC Contract;
- (ii) has the legal capacity, power and authority to become a party to, and to perform the obligations and exercise the discretions of the Waste ICC Contract Counterparty under, the Waste ICC Contract;
- (iii) has sufficient financial standing or access to sufficient financial resources to perform the payment obligations of the Waste ICC Contract Counterparty under the Waste ICC Contract; and
- (iv) has or has access to sufficient non-financial resources and expertise to perform the obligations and exercise the discretions of the Waste ICC Contract Counterparty under the Waste ICC Contract.

Other permitted assignments by the Waste ICC Contract Counterparty

69.3 Notwithstanding Condition 69.1 (*Restriction on Transfers*), the Waste ICC Contract Counterparty shall be entitled, without the consent of the Emitter, to assign to any person all or any of its rights or benefits under the Waste ICC Contract and any other Waste ICC Document on such terms as the Waste ICC Contract Counterparty considers appropriate.

Permitted delegation by the Waste ICC Contract Counterparty

- 69.4 Notwithstanding Condition 69.1 (*Restriction on Transfers*), the Waste ICC Contract Counterparty shall be entitled, without the consent of the Emitter, to sub-contract or delegate to any person, or enter into an arrangement whereby any person is to perform, any or all of its obligations under the Waste ICC Contract and any other Waste ICC Document on such terms as the Waste ICC Contract Counterparty considers appropriate, provided that the Waste ICC Contract Counterparty shall not be relieved of any of its obligations under the Waste ICC Contract and any other Waste ICC Document and shall be liable for the acts and omissions of any person to whom it sub contracts or delegates or with whom it enters into an arrangement to perform any or all of its obligations under the Waste ICC Contract and any other Waste ICC Document.

General provisions relating to permitted transfers

- 69.5 (A) If the Waste ICC Contract Counterparty effects or proposes to effect a Transfer referred to in Condition 69.2, Condition 69.3 or Condition 69.4, the Emitter shall enter into such further agreements and do all such other things as are necessary to substitute the relevant Transferee for the Waste ICC Contract Counterparty in respect of the rights, benefits, obligations or liabilities that are, or are to be, the subject of the Transfer (the **"Transferring Rights and Obligations"**) and to give effect to any consequential amendments to the Waste ICC Contract (or other relevant Waste ICC Document) that are necessary to give effect to such transfer.
- (B) To the extent practicable, the Waste ICC Contract Counterparty shall give the Emitter not less than ten (10) Business Days' prior written notice specifying the identity of the Transferee and the Transferring Rights and Obligations, provided that no such prior written notice shall be required in respect of any Transfer pursuant to Condition 69.4 (*Permitted delegation by the Waste ICC Contract Counterparty*).

Permitted assignment by the Emitter

- 69.6 Notwithstanding Condition 69.1 (*Restriction on Transfers*), the Emitter shall be entitled, without the consent of the Waste ICC Contract Counterparty, to assign all (but not part only) of its rights and benefits under the Waste ICC Contract and any other Waste ICC Document by way of security to or in favour of:
- (A) a Lender;
- (B) any Affected Person;
- (C) any parent undertaking of the Emitter which provides funding in relation to the Installation; or
- (D) any agent or security trustee on behalf of any Lender or Affected Person or any parent undertaking of the Emitter referred to in (C) above.

The Emitter shall give the Waste ICC Contract Counterparty not less than ten (10) Business Days' written notice prior to effecting an assignment pursuant to this Condition 69.6 and shall specify in such notice the identity of the assignee and provide such details in relation to such assignee as the Waste ICC Contract Counterparty may reasonably request having received such notification.

Direct Agreement

69.7 The Waste ICC Contract Counterparty shall enter into a Direct Agreement with, and at the request of, any person (or with any agent or security trustee on the relevant person's behalf):

(A)

(i) who is a Lender with the benefit of first ranking security over all or substantially all of the assets of the Emitter (including its rights in respect of the Capture Plant and under the Waste ICC Contract); or

(ii) who is an Affected Person (or an agent or security trustee on an Affected Person's behalf) with the benefit of first ranking security over all or substantially all of the assets of the Emitter (including its rights in respect of the Capture Plant and under the Waste ICC Contract); and

(B) in whose favour the Emitter assigns its rights under the Waste ICC Contract and any other Waste ICC Document in accordance with Condition 69.6.

Other Transfers by the Emitter; Stapling obligation

69.8 If the consent of the Waste ICC Contract Counterparty to the transfer by the Emitter of all or substantially all of the Emitter's rights, benefits and obligations under the Waste ICC Contract and any other Waste ICC Document to a Transferee is required and is given, the Emitter shall transfer ownership of the Installation to the same Transferee contemporaneously with the Transfer. Any Transfer effected, or purported to be effected, in breach of this Condition 69.8 shall be ineffective and void.

Costs

69.9 The Waste ICC Contract Counterparty shall, promptly on demand from time to time, indemnify the Emitter, and keep the Emitter fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the Emitter and which would not have been incurred but for a Transfer of the rights and obligations of the Waste ICC Contract Counterparty pursuant to Condition 69.2 (*Permitted Transfers by the Waste ICC Contract Counterparty*).

KYC Notification

69.10 The Emitter shall notify the Waste ICC Contract Counterparty as soon as reasonably practicable of any proposed or actual:

(A) change of the Emitter's legal name;

(B) Change of Ownership;

(C) change of Ultimate Investor;

(D) appointment of a director of the Emitter; and/or

(E) change of the Emitter's legal jurisdiction,

each a ("KYC Notice").

69.11 A KYC Notice shall include, where relevant:

(A) details of the Emitter's new legal name;

- (B) details of the new ownership structure (legal and beneficial) that would apply following such Change of Ownership;
- (C) details of any incoming or outgoing Ultimate Investor;
- (D) details of any incoming director of the Emitter; and/or
- (E) details of the Emitter's new legal jurisdiction.

69.12 Each KYC Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the KYC Notice.

70. NOTICES

Form of notices

70.1 Any notice to be given pursuant to or in connection with the Waste ICC Contract, or any other Waste ICC Document, shall be effective only if it is in writing and is in English. Faxes are not permitted and, unless otherwise expressly stated, website publication is not permitted, but email and submission to the Waste ICC Contract Counterparty's electronic portal are permitted.

Pro forma notices

70.2 Where these Conditions permit, or require, either Party to give a notice to the other Party such notice shall be in substantially the form set out in Annex 15 (*Pro forma notices*) (each such notice, a "**Pro Forma**"). The foregoing: (i) shall be without prejudice to the requirement for the relevant notice to include such content as may be prescribed by the relevant Condition; and (ii) shall apply only if a Pro Forma in respect of the relevant Condition is contained in Annex 15 (*Pro forma notices*).

Notice details

70.3 The notice details of the Parties as at the Agreement Date are set out in the Waste ICC Agreement.

Changes to notice details

70.4 A Party may change its notice details on giving notice to the other Party in accordance with this Condition 70 (*Notices*). Such notice shall be effective only from:

- (A) the date specified in such notice (being not less than three (3) Business Days after the date of delivery or deemed delivery of such notice); or
- (B) (if no date is specified in such notice or the date specified is fewer than three (3) Business Days after the date of delivery or deemed delivery of such notice) the date falling three (3) Business Days after the notification has been received.

Deemed delivery

70.5 Any notice given pursuant to or in connection with the Waste ICC Contract or any other Waste ICC Document shall, in the absence of evidence of earlier receipt, be deemed to have been received:

- (A) if delivered by hand, on the Business Day of delivery or, if delivered on a day other than a Business Day, on the next Business Day after the date of delivery;

- (B) if sent by first class post within the United Kingdom, on the third (3rd) Business Day after the day of posting;
- (C) if sent from one country to another, on the fifth (5th) Business Day after the day of posting;
- (D) if sent by email, when sent except that an email shall be deemed not to have been sent if the sender receives a delivery failure notification; or
- (E) if submitted to the Waste ICC Contract Counterparty's electronic portal, when submitted except that an electronic portal submission shall be deemed not to have been submitted if the Party submitting the electronic portal submission receives an upload failure notification,

provided that any notice given outside Working Hours in the place to which it is addressed (or, in the case of a notice sent by email, the location of the person to whom it is addressed) shall be deemed not to have been given until the start of the next period of Working Hours in such place.

Notice requirements

- 70.6 Except where expressly stated to the contrary, each notice given by the Waste ICC Contract Counterparty to the Emitter, or by the Emitter to the Waste ICC Contract Counterparty, pursuant to the Waste ICC Contract or any other Waste ICC Document must be duly signed (including, in the case of notice by way of email, by Electronic Signature (and "**Electronic Signature**" shall have the meaning given to that term in the Electronic Communications Act 2000)):
- (A) in the manner, and by the person, specified in the relevant provision of the Waste ICC Contract or Waste ICC Document; or
 - (B) (where no such requirement is specified) by an authorised signatory of the relevant Party.

Disapplication of notice provisions

- 70.7 This Condition 70 (*Notices*) shall not apply in relation to any document relating to service of process (including in respect of the service of Service Documents).

71. COSTS

- 71.1 Subject to Condition 71.2, each Party shall bear all costs and expenses incurred by it in connection with the entry into the Waste ICC Contract and each other Waste ICC Document, including all costs and expenses incurred in connection with the negotiation, preparation, execution, performance and carrying into effect of, and compliance with, the Waste ICC Contract and each other Waste ICC Document.
- 71.2 Condition 71.1 is subject to any provision of the Waste ICC Contract or any other Waste ICC Document which expressly provides for the Emitter to bear the costs and expenses of the Waste ICC Contract Counterparty (or to pay or reimburse or indemnify the Waste ICC Contract Counterparty in respect of such costs and expenses) in respect of which such costs and expenses shall comprise all out-of-pocket costs and expenses (including all legal and other advisory and consultants' fees) properly incurred by the Waste ICC Contract Counterparty in relation to the relevant matter. Where such costs and expenses are required to be apportioned between the Emitter and one (1) or more other ICC Emitters, the Waste ICC Contract Counterparty shall apportion such costs between the Emitter and such other ICC Emitters (for

this purpose ignoring the proviso in the definition of ICC Emitters in Condition 1.1) in such proportion as the Waste ICC Contract Counterparty (acting reasonably) deems fair and equitable.

72. FURTHER ASSURANCE

Each Party shall at its own cost do or procure the doing of all things and execute or procure the execution of all further documents necessary to give full force and effect to and securing to the other Party the full benefit of the rights, powers and benefits conferred upon it under or pursuant to the Waste ICC Contract and all other Waste ICC Documents save that the Waste ICC Contract Counterparty shall not be required pursuant to this Condition 72 (*Further assurance*) to exercise or perform any statutory power or duty.

73. THIRD PARTY RIGHTS

73.1 Condition 67.1, Condition 67.2 and Condition 67.3 confer benefits on the Waste ICC Contract Settlement Services Provider, the Secretary of State, and their respective Representatives (each, a "**Third Party**") (such Conditions being "**Third Party Provisions**").

73.2 Subject to the remaining provisions of this Condition 73 (*Third party rights*), the Third Party Provisions are intended to be enforceable by the Third Parties by virtue of the C(RTP) Act.

73.3 The Parties do not intend that any term of the Waste ICC Contract, other than the Third Party Provisions, should be enforceable, by virtue of the C(RTP) Act, by any person who is not a Party.

73.4 Notwithstanding this Condition 73 (*Third party rights*), the Waste ICC Contract may be varied in any way and at any time by the Parties without the consent of any Third Party.

74. NO VARIATION

74.1 Subject to Condition 74.2, no variation to the provisions of the Waste ICC Contract shall be valid unless it is in writing and signed by each Party.

74.2 Condition 74.1 is subject to the operation of:

- (A) Condition 35 (*Change in Applicable Law: Procedure*);
- (B) Annex 4 (*Change Control Procedure*);
- (C) Annex 6 (*UK ETS Alignment Review*);
- (D) Annex 7 (*Carbon Reference Price Review*); and
- (E) Annex 12 (*Greenhouse Gas Removal Credits*).

75. COUNTERPARTS

The Waste ICC Contract may be executed in any number of counterparts and by the Parties to it on separate counterparts, but shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart shall constitute an original but all of the counterparts together shall constitute one and the same instrument.

76. **GOVERNING LAW AND JURISDICTION**

76.1 The Waste ICC Contract, the other Waste ICC Documents and any matter, claim or dispute arising out of or in connection with any of them (including any Dispute) shall be governed by and construed in accordance with English law.

76.2 Any Dispute shall be finally determined or resolved in accordance with the Dispute Resolution Procedure.

77. **AGENT FOR SERVICE OF PROCESS**

Application

77.1 This Condition 77 (*Agent for service of process*) shall apply to the Waste ICC Contract only if it is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement.

Service Agent

77.2 The Emitter irrevocably appoints the Service Agent to be its agent for the receipt of Service Documents and claim forms, application notices, orders, judgments and any other documents relating to any Dispute. It agrees that any Service Document and any claim form, application notice, order, judgment or other document relating to any Dispute may be effectively served on it in England and Wales by service on its Service Agent effected in any manner permitted by the Civil Procedure Rules.

Replacement

77.3 If the Service Agent at any time ceases for any reason to act as such, the Emitter shall appoint a replacement agent for the receipt of Service Documents and claim forms, application notices, orders, judgments and any other documents relating to any Dispute having an address for service in England or Wales and shall notify the Waste ICC Contract Counterparty of the name and address of the replacement agent. Failing such appointment and notification, the Waste ICC Contract Counterparty shall be entitled by notice to the Emitter to appoint a replacement agent to act on behalf of the Emitter for the receipt of Service Documents and claim forms, application notices, orders, judgments and any other documents relating to any Dispute. The provisions of this Condition 77 (*Agent for service of process*) applying to service on a Service Agent apply equally to service on a replacement agent.

Service of process

77.4 A copy of any Service Document or any claim form, application notice, order, judgment or other document relating to any Dispute served on an agent shall be sent by post to the Emitter. Failure or delay in so doing shall not prejudice the effectiveness of service of the relevant document.

78. **LANGUAGE**

English language

78.1 All Information provided by the Emitter to the Waste ICC Contract Counterparty pursuant to or in connection with the Waste ICC Contract or any other Waste ICC Document shall be in English unless otherwise agreed in writing by the Waste ICC Contract Counterparty.

Translations

78.2 In the case of any Information which is translated into English, prior to its being delivered to the Waste ICC Contract Counterparty pursuant to the Waste ICC Contract or any other Waste

ICC Document, the Emitter shall ensure that any such translation is carried out (at the Emitter's cost) by a recognised and appropriately qualified and skilled translation agent.

- 78.3 The Waste ICC Contract Counterparty shall be entitled to assume the accuracy of and rely upon the English translation of any Information provided pursuant to Condition 78.2 and the English translation shall prevail.

Annex 1
Conditions Precedent

Part A
Initial Conditions Precedent

1. LEGAL OPINION

Delivery to the Waste ICC Contract Counterparty of a legal opinion addressed to the Waste ICC Contract Counterparty, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), from the legal advisers to the Emitter confirming that the Emitter:

- (A) is duly formed and validly existing under the laws of the jurisdiction of formation; and
- (B) has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, the Waste ICC Contract, the other Waste ICC Documents and the Grant Funding Agreement (if applicable).

2. KYC DOCUMENTATION

Delivery to the Waste ICC Contract Counterparty of evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of compliance by the Emitter with "know your customer" or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the Waste ICC Contract, the other Waste ICC Documents and the Grant Funding Agreement (if applicable).

3. WASTE INSTALLATION AND CAPTURE PLANT

Delivery to the Waste ICC Contract Counterparty of the following:

- (A) a description of the Waste Installation, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), including:
 - (i) details of the assets comprising the Waste Installation;
 - (ii) an aerial view of the unique geographical location of the Waste Installation, whether an extract from the Ordnance Survey map or equivalent, showing the existing or proposed location(s) of: (a) the Waste Installation; (b) the Inlet CO₂ Measurement Equipment; (c) the Inlet CO₂ Measurement Point(s); (d) the Biogenic LTSS; and (e) the Biogenic LTSS Measurement Point(s); and
 - (iii) a process flow diagram of the Waste Installation,
- (B) a description of the Capture Plant, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), including:
 - (i) details of the assets comprising the Capture Plant;
 - (ii) an aerial view of the unique geographical location of the Capture Plant whether an extract from the Ordnance Survey map or equivalent, showing the proposed locations of: (a) the Capture Plant; (b) the Outlet CO₂ Metering Equipment; (c) the Outlet CO₂ Metering Point(s); (d) the Outlet CO₂ Analysis Point(s); and (e) the CO₂ T&S Network Delivery Point(s);
 - (iii) a process flow diagram of the Capture Plant, demonstrating that the Capture Plant will comply with the Outlet CO₂ Metering Specification; and

- (C) only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement;
 - (i) an aerial view of the unique geographical location of the Capture Plant whether an extract from the Ordnance Survey map or equivalent, showing the proposed location(s) of the Downstream CO₂ Vent Point(s); and
 - (ii) a process flow diagram demonstrating that the Downstream CO₂ Vent(s) will comply with the Downstream CO₂ Venting Specification.

4. **KEY PROJECT DOCUMENTS**

Delivery to the Waste ICC Contract Counterparty of evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that the following documents have been entered into or obtained by the Emitter:

- (A) a T&S Connection Agreement signed by the Emitter and the relevant T&S Operator;
- (B) a T&S Construction Agreement signed by the Emitter and the relevant T&S Operator;
- (C) a Code Agreement or a Code Accession Agreement (as applicable) signed by the Emitter and the relevant T&S Operator;
- (D) if applicable, the Grant Funding Agreement signed by the Secretary of State and the Emitter; and
- (E) Applicable Planning Consents for the Capture Plant and associated infrastructure, with the challenge period having expired with no challenge being brought (or any challenge having been unsuccessful with no further rights of appeal).

5. **OTHER**

Delivery to the Waste ICC Contract Counterparty of evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of the following:

- (A) the Emitter's:
 - (i) certificate of incorporation (if applicable);
 - (ii) most recent annual return (where available); and
 - (iii) VAT certificate of registration;
- (B) a copy of the resolution of the Emitter's board of directors approving the terms of and the transactions contemplated by the Waste ICC Contract and resolving that it executes, delivers and performs the Waste ICC Contract and, if applicable, the Grant Funding Agreement; and
- (C) a declaration by the authorised person(s) of the Emitter that it is:
 - (i) not in receipt of any other scheme of funding by a Government Entity and/or public authority of a country or territory outside the United Kingdom; or
 - (ii) in receipt of another scheme of funding by a Government Entity and/or public authority of a country or territory outside the United Kingdom and/or any other Approved Scheme of Funding, together with Supporting Information in relation to such scheme of funding.

Part B
Operational Conditions Precedent

1. WASTE ICC CONTRACT SETTLEMENT SERVICES PROVIDER

Delivery to the Waste ICC Contract Counterparty of written confirmation from the Waste ICC Contract Settlement Services Provider that:

- (A) it has received the Waste ICC Contract Settlement Required Information which is required from the Emitter prior to the Start Date; and
- (B) the Emitter has in place the systems and processes which are necessary for the continued provision of the Waste ICC Contract Settlement Required Information.

2. KYC DOCUMENTATION

Delivery to the Waste ICC Contract Counterparty of evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of compliance by the Emitter with "know your customer" or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the Waste ICC Contract and the other Waste ICC Documents.

3. CO₂ CAPTURE

Delivery to the Waste ICC Contract Counterparty of the following:

- (A) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that the Emitter is complying in full with the Outlet CO₂ Metering Obligations at Condition 21.1 (*Undertakings: Outlet CO₂ Metering Obligation*);
- (B) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of the OCP Achieved CO₂ Capture Rate to demonstrate that the OCP Required CO₂ Capture Rate has been Commissioned;
- (C) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of the CO₂ T&S Flow Rate to demonstrate that the OCP Required CO₂ T&S Flow Rate has been Commissioned;
- (D) if applicable, evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), of the CO₂ Utilisation Flow Rate to demonstrate that the OCP Required CO₂ Utilisation Flow Rate has been Commissioned;
- (E) a date and time stamped copy of the schematic diagram, certified as being correct and up to date by a director or company secretary of the Emitter and showing the locations of the Outlet CO₂ Metering Equipment (including CO₂ T&S Network Metering Point(s), CO₂ T&S Network Analysis Point(s), CO₂ Utilisation Metering Point(s) and CO₂ Utilisation Analysis Point(s)) associated with all assets comprised within the Installation (including details of the Outlet CO₂ Metering Equipment installed in compliance with the Outlet CO₂ Metering Obligation); and
- (F) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty, that the Installation has connected to the relevant T&S Network in accordance with the relevant T&S Operator's Entry Provisions as set out in the T&S Connection Agreement ("**T&S Connection Confirmation CP**").

4. **CAPTURE PLANT**

Delivery to the Waste ICC Contract Counterparty of the following:

- (A) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that the Emitter is complying in full with the Inlet CO₂ Measurement Obligations at Condition 21.2 (*Undertakings: Inlet CO₂ Measurement Obligation*); and
- (B) a date and time stamped copy of the schematic diagram, certified as being correct and up to date by a director or company secretary of the Emitter and showing the locations of the Inlet CO₂ Measurement Equipment (including Inlet CO₂ Measurement Points) associated with all assets comprised within the Installation (including details of the Inlet CO₂ Measurement Equipment installed in compliance with the Inlet CO₂ Measurement Obligation).

5. **SUBSIDY CONTROL DECLARATION OPERATIONAL CP**

Delivery to the Waste ICC Contract Counterparty of a written confirmation from the Emitter, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that either:

- (A) no Subsidy, State aid, Union Funding and/or International Funding has been received by the Emitter or by any other person in relation to the costs of the Project (excluding the subsidy arising under the Waste ICC Contract, the Grant Funding Agreement and/or any other Approved Scheme of Funding); or
- (B) Subsidy, State aid, Union Funding and/or International Funding has been received by the Emitter or by any other person in relation to the costs of the Project (excluding the subsidy arising under the Waste ICC Contract, the Grant Funding Agreement and/or any other Approved Scheme of Funding), and that such Subsidy, State aid, Union Funding and/or International Funding (as applicable) (adjusted for interest in accordance with Condition 28.13 (*Subsidy Interest*)) has been repaid to the granter of the subsidy, aid or funding in full.

6. **R1 ENERGY EFFICIENCY THRESHOLD**

Only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, delivery to the Waste ICC Contract Counterparty of evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) and certified as being correct and up to date by a director of the Emitter:

- (A) that the Waste Installation satisfies the R1 Energy Efficiency Threshold (as confirmed by the relevant Competent Authority); and
- (B) provided that the confirmation received by the Competent Authority under (A) is based on design specifications only, that the Waste Installation has been commissioned in accordance with such design specifications.

7. **BIOGENIC LTSS**

Delivery to the Waste ICC Contract Counterparty of the following:

- (A) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that the Emitter is complying in full with the obligations set out in paragraphs 1.1(B) and 1.1(D) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*); and

- (B) a date and time stamped copy of the schematic diagram, certified as being correct and up to date by a director or company secretary of the Emitter and showing the location(s) of: (i) the Biogenic LTSS(s); and (ii) the Biogenic LTSS Measurement Point(s) associated with assets comprised within the Waste Installation (including details of the type of Biogenic LTSS installed in compliance with the Biogenic LTSS Technical Specification).

8. **DOWNSTREAM CO₂ VENT(S)**

Only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement:

- (A) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), that the Emitter is complying in full with the Outlet CO₂ Metering Obligations at Condition 21.1(D) (*Undertakings: Outlet CO₂ Metering Obligation*);
- (B) a date and time stamped copy of the schematic diagram showing the "as built" configuration, certified as being correct and up to date by a director or company secretary of the Emitter and showing the locations of the (a) Downstream CO₂ Vent(s); and (b) Downstream CO₂ Vent Point(s) associated with all assets comprised within the Installation (including details of each Downstream CO₂ Vent installed in compliance with the Outlet CO₂ Metering Obligation such as the CO₂ T&S Delivery Point Pipeline Volume); and
- (C) evidence, in form and content satisfactory to the Waste ICC Contract Counterparty, of the CO₂ T&S Delivery Point Pipeline Volume.

Annex 2 Testing Requirements

1. DEFINITIONS: ANNEX 2

1.1 In this Annex 2 (*Testing Requirements*):

"Additional OCP Performance Test Date" has the meaning given to that term in paragraph 3.16 (*Failure to satisfy the Minimum OCP Commissioning Requirements*);

"Additional OCP Performance Test Date Notice" has the meaning given to that term in paragraph 3.16 (*Failure to satisfy the Minimum OCP Commissioning Requirements*);

"Approved Performance Test Procedure" has the meaning given to that term in paragraph 2.2(A) (*Performance Test Procedure*);

"CO₂ Capture Test Access Notice" has the meaning given to that term in paragraph 4.11 (*CO₂ Capture Test Access Right*);

"CO₂ Capture Test Access Right" has the meaning given to that term in paragraph 4.10 (*CO₂ Capture Test Access Right*);

"CO₂ Capture Test Output" has the meaning given to that term in paragraph 4.3 (*Purpose of CO₂ Capture Test*);

"CO₂ Capture Test Report" means a report to be supplied to the Waste ICC Contract Counterparty in accordance with paragraph 4.13 (*CO₂ Capture Test Report*);

"Emitter CO₂ Capture Test Notice" has the meaning given to that term in paragraph 4.2 (*Notification of CO₂ Capture Test*);

"Initial Notified OCP Performance Test Date" has the meaning given to that term in paragraph 3.2 (*Notification of OCP Performance Test Date*);

"Minimum OCP Commissioning Requirements" means that:

- (A) the OCP Achieved CO₂ Capture Rate is equal to or greater than the OCP Required CO₂ Capture Rate;
- (B) the CO₂ T&S Flow Rate is equal to or greater than the OCP Required CO₂ T&S Flow Rate; and
- (C) if applicable, the CO₂ Utilisation Flow Rate is equal to or greater than the OCP Required CO₂ Utilisation Flow Rate;

"Notified OCP Performance Test Date" means:

- (A) the Initial Notified OCP Performance Test Date;
- (B) if paragraph 3.3(A) applies, the relevant Revised Notified OCP Performance Test Date;
or
- (C) if paragraph 3.16 applies, the relevant Additional OCP Performance Test Date;

"OCP Performance Test Access Notice" has the meaning given to that term in paragraph 3.13 (*OCP Performance Test Access Right*);

"OCP Performance Test Access Right" has the meaning given to that term in paragraph 3.12 (*OCP Performance Test Access Right*);

"OCP Performance Test Date Adjustment Notice" has the meaning given to that term in paragraph 3.3 (*Notification of OCP Performance Test Date*);

"OCP Performance Test Date Notice" has the meaning given to that term in paragraph 3.1 (*Notification of OCP Performance Test Date*);

"OCP Performance Test Outputs" has the meaning given to that term in paragraph 3.5 (*Purpose of OCP Performance Test*);

"OCP Performance Test Report" means a report to be provided to the Waste ICC Contract Counterparty in accordance with paragraph 3.15 (*OCP Performance Test Report*);

"OCP Proposed Test Date Window" has the meaning given to that term in paragraph 2.1(C) (*Performance Test Procedure*);

"Performance Test" means the OCP Performance Test (including any additional OCP Performance Test pursuant to paragraph 3.16) and/or a CO₂ Capture Test (as applicable);

"Performance Test Procedure" means the performance test procedure for each Performance Test which shall be consistent with the Test Performance Standards and notified to, and approved by, the Waste ICC Contract Counterparty pursuant to paragraphs 2.1 to 2.8 (*Performance Test Procedure*);

"Performance Test Procedure Notice" has the meaning given to that term in paragraph 2.1 (*Performance Test Procedure*);

"PTP Response Notice" has the meaning given to that term in paragraph 2.2 (*Performance Test Procedure*);

"Revised Notified OCP Performance Test Date" has the meaning given to that term in paragraph 3.3(A) (*Notification of OCP Performance Test Date*);

"Scheduled OCP Performance Test Date Window" has the meaning given to that term in paragraph 3.1 (*Notification of OCP Performance Test Date*);

"Scheduled OCP Performance Test Date Window Notice" has the meaning given to that term in paragraph 3.1 (*Notification of OCP Performance Test Date*);

"Test Performance Standards" means the industry guidelines, practices and standards which:

- (A) are relevant or apply to the completion, testing and commissioning of CO₂ capture facilities which are the same as, or of a similar type to, the Capture Plant (including those which are relevant to the Installation Capture Technology);
- (B) are required to be complied with, followed or passed (as appropriate): (i) in order for a CO₂ capture facility to capture and export CO₂ emissions; or (ii) to demonstrate that a CO₂ capture facility is fit for commercial operation; and
- (C) if applicable, include the following standards:
 - (i) ASME PTC-48, ISO 27919, or ISO/AWI 27928;
 - (ii) ASME PTC-4.4;

- (iii) BS EN 14181; and
- (iv) MCERTS;

"Test Report" means the OCP Performance Test Report or a CO₂ Capture Test Report (as applicable);

"Test Report Minimum Technical Requirements" means the minimum required technical content of each Test Report as required by the relevant Test Performance Standards and as required to comply with the Reasonable and Prudent Standard which shall include, but shall not be limited to, the following:

- (A) procedure for testing and calculation;
- (B) details of relevant calculations with definitions of terminology, including showing actual manipulation of test data such as averaging;
- (C) details of relevant results;
- (D) copies of log sheets and raw data in electronic format;
- (E) field data sheets;
- (F) exported CO₂ analyses;
- (G) input CO₂ analyses;
- (H) fuel or feedstock flowrates and analyses (if applicable);
- (I) post-test uncertainty analyses; and
- (J) details of calibrations of all relevant instruments and copies of associated calibration certificates;

"Test Run Period" means the applicable period(s) of time during which each Performance Test is required to be conducted, which, in respect of:

- (A) the OCP Performance Test, shall be the time period set out in paragraph 3.7 (*OCP Performance Test Run Period*); and
- (B) a CO₂ Capture Test, shall be the time period set out in paragraph 4.5 (*CO₂ Capture Test Run Period*); and

"Waste ICC Contract Counterparty CO₂ Capture Test Notice" has the meaning given to that term in paragraph 4.1 (*Notification of CO₂ Capture Test*).

2. PERFORMANCE TEST PROCEDURE

Performance Test Procedure

- 2.1 The Emitter shall, at least six (6) months prior to the date on which it proposes to conduct the OCP Performance Test, give a notice to the Waste ICC Contract Counterparty (a **"Performance Test Procedure Notice"**) with such notice to:
 - (A) include the draft Performance Test Procedure it proposes to be adopted for the purposes of each Performance Test;

- (B) include the Installation's pre-test uncertainty calculations for the instrumentation to be used for the performance test measurements (as set out in ASME PTC 19.1 or ISO/IEC Guide 98-3) in each Performance Test; and
 - (C) specify an estimated window of twenty (20) Business Days within which it proposes to commence the OCP Performance Test (the "**OCP Proposed Test Date Window**"), as may be amended and notified by the Emitter to the Waste ICC Contract Counterparty from time to time, together with Supporting Information in respect of the reasons for such amendment.
- 2.2 The Waste ICC Contract Counterparty shall, no later than thirty (30) Business Days after receipt of: (i) a Performance Test Procedure Notice; (ii) additional Supporting Information pursuant to paragraph 2.3(A); or (iii) an amended draft Performance Test Procedure pursuant to paragraph 2.3(B) (as applicable), give a notice to the Emitter (a "**PTP Response Notice**"). A PTP Response Notice shall specify whether the Waste ICC Contract Counterparty:
- (A) approves the draft Performance Test Procedure without amendment, following which the draft Performance Test Procedure shall become the "**Approved Performance Test Procedure**";
 - (B) requires the Emitter to provide additional Supporting Information in relation to the draft Performance Test Procedure, in order for the Waste ICC Contract Counterparty to assess whether or not to approve such procedure; or
 - (C) requires amendments to the draft Performance Test Procedure, in which case the PTP Response Notice shall provide the Emitter with sufficient detail in relation to such required amendments.
- 2.3 The Emitter shall, no later than twenty (20) Business Days after receipt of a PTP Response Notice, submit to the Waste ICC Contract Counterparty:
- (A) if the PTP Response Notice relates to paragraph 2.2(B), the relevant additional Supporting Information specified in the PTP Response Notice; or
 - (B) if the PTP Response Notice relates to paragraph 2.2(C), an amended draft Performance Test Procedure which includes the amendments specified in the PTP Response Notice,
- and in either case, paragraph 2.2 shall then reapply.
- 2.4 The Emitter shall conduct each Performance Test in accordance with the Approved Performance Test Procedure and Test Performance Standards.
- 2.5 The Emitter shall give the Waste ICC Contract Counterparty a notice promptly upon the Emitter becoming aware of any fact, matter or circumstance which will or is reasonably likely to significantly affect the accuracy of the Approved Performance Test Procedure.
- 2.6 Nothing in paragraphs 2.1 to 2.3 shall require the Waste ICC Contract Counterparty to specify in any PTP Response Notice that the Waste ICC Contract Counterparty accepts any draft Performance Test Procedure, unless and until the Waste ICC Contract Counterparty is satisfied of the same.
- 2.7 Any Performance Test Procedure Notice shall be irrevocable.
- 2.8 The Emitter may give a Performance Test Procedure Notice pursuant to paragraph 2.1 on only one (1) occasion.

3. OCP PERFORMANCE TEST

Notification of OCP Performance Test Date

- 3.1 The Emitter shall, no later than two (2) months prior to the start of the OCP Proposed Test Date Window, give a notice (the "**Scheduled OCP Performance Test Date Window Notice**") to the Waste ICC Contract Counterparty confirming the window of ten (10) Business Days within which it proposes to conduct the OCP Performance Test (the "**Scheduled OCP Performance Test Date Window**").
- 3.2 The Emitter shall, no later than one (1) month prior to the start of the Scheduled OCP Performance Test Date Window, give a notice to the Waste ICC Contract Counterparty confirming the anticipated date of the OCP Performance Test which must be within the Scheduled OCP Performance Test Date Window (an "**Initial Notified OCP Performance Test Date**").
- 3.3 If the Emitter proposes to change the date that it anticipates it will conduct the OCP Performance Test from the Initial Notified OCP Performance Test Date, the Emitter shall give a notice to the Waste ICC Contract Counterparty (an "**OCP Performance Test Date Adjustment Notice**"). The Emitter shall give such OCP Performance Test Date Adjustment Notice to the Waste ICC Contract Counterparty at least three (3) Business Days prior to the proposed date of the OCP Performance Test and the OCP Performance Test Date Adjustment Notice shall:
- (A) specify the new date within the Scheduled OCP Performance Test Date Window on which the Emitter proposes to conduct the OCP Performance Test (the "**Revised Notified OCP Performance Test Date**"); and
 - (B) include Supporting Information evidencing the reasons for the change from the Initial Notified OCP Performance Test Date to the Revised Notified OCP Performance Test Date.
- 3.4 The Emitter shall conduct the OCP Performance Test on the Notified OCP Performance Test Date.

Purpose of OCP Performance Test

- 3.5 The purpose of the OCP Performance Test shall be for the Emitter to determine (simultaneously) the Installation's:
- (A) OCP Achieved CO₂ Capture Rate;
 - (B) Achieved CO₂ Capture Rate (if applicable);
 - (C) CO₂ T&S Flow Rate;
 - (D) CO₂ Utilisation Flow Rate (if applicable); and
 - (E) OCP Achieved Metered CO₂ Output to T&S,
- (the "**OCP Performance Test Outputs**").
- 3.6 The OCP Performance Test Outputs shall not be adjusted for:
- (A) degradation; or
 - (B) any tolerances to account for instrument uncertainty.

OCP Performance Test Run Period

- 3.7 The OCP Performance Test shall comprise one (1) Test Run Period which shall be a twenty-four (24) hour continuous period or such longer period as is required by the Test Performance Standards.

OCP Performance Test Standards

- 3.8 The Emitter shall ensure that the methodology and instrumentation for:
- (A) the Measured CO₂ Input during the OCP Performance Test is compliant with the Inlet CO₂ Measurement Specification; and
 - (B) the Metered CO₂ Output during the OCP Performance Test is compliant with the Outlet CO₂ Metering Specification.
- 3.9 In the event of conflict between the Test Performance Standards and the Inlet CO₂ Measurement Specification and/or Outlet CO₂ Metering Specification (as applicable), the Inlet CO₂ Measurement Specification and/or Outlet CO₂ Metering Specification (as applicable) shall take precedence.

Installation Mode of Operation

- 3.10 The OCP Performance Test shall not commence until the Installation has satisfied the required stabilisation criteria for steady state operation in accordance with the Test Performance Standards or, where such Test Performance Standards are not applicable for the Installation, the relevant stabilisation criteria agreed in the Performance Test Procedure.
- 3.11 During the OCP Performance Test, the Emitter shall ensure that:
- (A) the Capture Plant is operated in a normal mode which is representative of long term operating configuration with all equipment operating as designed and within specification and alarm limits consistent with the Reasonable and Prudent Standard;
 - (B) no normally operating systems are taken out of service including suppressed alarms unless specifically allowed in the Performance Test Procedure;
 - (C) variations exceeding steady state conditions invalidate the Test Run Period, which shall then be repeated;
 - (D) emissions to atmosphere are maintained within the environmental permit limits during the Test Run Period;
 - (E) any CO₂ exported to the relevant T&S Network is compliant with the Delivery CO₂ Quality Standards;
 - (F) input CO₂ flow to the Capture Plant shall be supplied from normal operational upstream Emitter source(s); and
 - (G) the CO₂ volumetric concentration (CO₂ vol%) of the Measured CO₂ Input shall be within +/-1 percentage point of the normal design value throughout the Test Run Period.

OCP Performance Test Access Right

- 3.12 With effect from the Agreement Date, the Emitter shall grant the Waste ICC Contract Counterparty (and any and all persons nominated by the Waste ICC Contract Counterparty and considered by the Waste ICC Contract Counterparty to be suitably qualified) access to the

Installation, the Installation Measurement Equipment and to such plant, property or assets owned, occupied or controlled by the Emitter and to which the Emitter can lawfully grant access as may be reasonably necessary for the Waste ICC Contract Counterparty to witness the OCP Performance Test (the **"OCP Performance Test Access Right"**).

- 3.13 If the Waste ICC Contract Counterparty intends to exercise the OCP Performance Test Access Right, it shall give a notice to the Emitter (an **"OCP Performance Test Access Notice"**). An OCP Performance Test Access Notice shall specify that the Waste ICC Contract Counterparty (or suitably qualified persons nominated by it in accordance with paragraph 3.12) intends to exercise the OCP Performance Test Access Right and the date(s) on which it intends to exercise such right.
- 3.14 On receipt of an OCP Performance Test Access Notice, the Emitter shall permit the Waste ICC Contract Counterparty to exercise the OCP Performance Test Access Right in accordance with the OCP Performance Test Access Notice provided that the date requested by the Waste ICC Contract Counterparty to exercise such right is no earlier than one (1) Business Day after receipt of the OCP Performance Test Access Notice.

OCP Performance Test Report

- 3.15 The Emitter shall, as soon as reasonably practicable after the completion of the OCP Performance Test, submit a test report of such OCP Performance Test to the Waste ICC Contract Counterparty (the **"OCP Performance Test Report"**). The OCP Performance Test Report shall include, but shall not be limited to, the following:
- (A) a description of the Capture Plant and the Waste Installation;
 - (B) the Test Report Minimum Technical Requirements; and
 - (C) evidence (including any test review reports) from the Emitter's engineer and (if applicable) the Lender's engineer:
 - (i) of the results of the OCP Performance Test;
 - (ii) that the OCP Performance Test Report complies with the Test Report Minimum Technical Requirements; and
 - (iii) that the Emitter has conducted the OCP Performance Test in accordance with the Approved Performance Test Procedure.

Failure to satisfy the Minimum OCP Commissioning Requirements

- 3.16 If:
- (A) the Emitter fails to carry out an OCP Performance Test in accordance with paragraph 3.4; or
 - (B) following an OCP Performance Test, the Emitter fails to evidence that the Installation meets the Minimum OCP Commissioning Requirements,

the Emitter may give a notice to the Waste ICC Contract Counterparty confirming that it intends to conduct an additional OCP Performance Test (an **"Additional OCP Performance Test Date Notice"**). The Emitter shall give such Additional OCP Performance Test Date Notice to the Waste ICC Contract Counterparty promptly and in any event at least five (5) Business Days prior to the date on which the Emitter will conduct the additional OCP Performance Test (the **"Additional OCP Performance Test Date"**), and the Additional OCP Performance Test Date Notice shall specify the Additional OCP Performance Test Date. This paragraph 3 (*OCP*

Performance Test) of this Annex, except paragraph 3.1, shall reapply to any additional OCP Performance Test.

- 3.17 The Emitter shall reimburse the Waste ICC Contract Counterparty for all out-of-pocket costs, expenses and fees incurred by the Waste ICC Contract Counterparty and/or its appointed representative arising out of or in connection with the Emitter conducting an additional OCP Performance Test, and, if applicable, exercising its OCP Performance Test Access Right pursuant to paragraph 3.12 (*OCP Performance Test Access Right*).

4. **CO₂ CAPTURE TEST**

Notification of CO₂ Capture Test

- 4.1 If the Waste ICC Contract Counterparty requests that the Emitter performs a CO₂ Capture Test, it shall give a notice to the Emitter (a "**Waste ICC Contract Counterparty CO₂ Capture Test Notice**"). A Waste ICC Contract Counterparty CO₂ Capture Test Notice shall:

- (A) specify that the Waste ICC Contract Counterparty requests that the Emitter carries out a CO₂ Capture Test;
- (B) include details of the reasons for the Waste ICC Contract Counterparty's request, including whether the purpose of the CO₂ Capture Test is to verify the Achieved CO₂ Capture Rate and/or Metered CO₂ Rich Stream Output to T&S; and
- (C) specify the date by which the Emitter must carry out a CO₂ Capture Test, being a date which is a minimum of ten (10) Business Days from the date of the Waste ICC Contract Counterparty CO₂ Capture Test Notice.

- 4.2 If the Emitter proposes to perform a CO₂ Capture Test to verify the Achieved CO₂ Capture Rate for the purpose of evidencing compliance with the CO₂ Capture Rate Condition Subsequent, it shall give a notice to the Waste ICC Contract Counterparty (an "**Emitter CO₂ Capture Test Notice**"). An Emitter CO₂ Capture Test Notice shall:

- (A) specify that the Emitter intends to carry out a CO₂ Capture Test to verify the Achieved CO₂ Capture Rate for the purpose of evidencing compliance with the CO₂ Capture Rate Condition Subsequent; and
- (B) specify the date on which the Emitter intends to carry out a CO₂ Capture Test, being a date which is a minimum of twenty (20) Business Days from the date of the Emitter CO₂ Capture Test Notice.

Purpose of CO₂ Capture Test

- 4.3 The purpose of a CO₂ Capture Test shall be for the Emitter to determine, as applicable, the Installation's:

- (A) Achieved CO₂ Capture Rate; and/or
 - (B) Metered CO₂ Rich Stream Output to T&S,
- (each a "**CO₂ Capture Test Output**").

- 4.4 A CO₂ Capture Test Output shall not be adjusted for:

- (A) degradation; or
- (B) any tolerances to account for instrument uncertainty.

CO₂ Capture Test Run Period

- 4.5 Each CO₂ Capture Test shall comprise one (1) Test Run Period which shall be a twenty-four (24) hour continuous period.

CO₂ Capture Test Standards

- 4.6 The Emitter shall ensure that the methodology and instrumentation for:
- (A) the Measured CO₂ Input during each CO₂ Capture Test is compliant with the Inlet CO₂ Measurement Specification; and
 - (B) the Metered CO₂ Output during each CO₂ Capture Test is compliant with the Outlet CO₂ Metering Specification.
- 4.7 In the event of conflict between the Test Performance Standards and the Inlet CO₂ Measurement Specification and/or Outlet CO₂ Metering Specification (as applicable), the Inlet CO₂ Measurement Specification and/or Outlet CO₂ Metering Specification (as applicable) shall take precedence.

Installation Mode of Operation

- 4.8 Each CO₂ Capture Test shall not commence until the Installation has satisfied the required stabilisation criteria for steady state operation in accordance with the Test Performance Standards or, where such Test Performance Standards are not applicable for the Installation, the relevant stabilisation criteria agreed in the Performance Test Procedure.
- 4.9 During a CO₂ Capture Test, the Emitter shall ensure that:
- (A) the Capture Plant is operated in a normal mode which is representative of long term operating configuration with all equipment operating as designed and within specification and alarm limits consistent with the Reasonable and Prudent Standard;
 - (B) no normally operating systems are taken out of service including suppressed alarms unless specifically allowed in the Performance Test Procedure;
 - (C) variations exceeding steady state conditions invalidate the Test Run Period, which shall then be repeated;
 - (D) emissions to atmosphere are maintained within the environmental permit limits during the Test Run Period;
 - (E) any CO₂ exported to the relevant T&S Network is compliant with the Delivery CO₂ Quality Standards;
 - (F) input CO₂ flow to the Capture Plant shall be supplied from normal operational upstream Emitter source(s); and
 - (G) the CO₂ volumetric concentration (CO₂ vol%) of the Measured CO₂ Input shall be within +/-1 percentage point of the normal design value throughout the Test Run Period.

CO₂ Capture Test Access Right

- 4.10 With effect from the Agreement Date, the Emitter shall grant the Waste ICC Contract Counterparty (and any and all persons nominated by the Waste ICC Contract Counterparty and considered by the Waste ICC Contract Counterparty to be suitably qualified) access to the Installation, the Installation Measurement Equipment and to such plant, property or assets

owned, occupied or controlled by the Emitter and to which the Emitter can lawfully grant access as may be reasonably necessary for the Waste ICC Contract Counterparty to witness a CO₂ Capture Test (the **"CO₂ Capture Test Access Right"**).

- 4.11 If the Waste ICC Contract Counterparty intends to exercise the CO₂ Capture Test Access Right, it shall give a notice to the Emitter (a **"CO₂ Capture Test Access Notice"**). A CO₂ Capture Test Access Notice shall specify that the Waste ICC Contract Counterparty (or suitably qualified persons nominated by it in accordance with paragraph 4.10) intends to exercise the CO₂ Capture Test Access Right and the date(s) on which it intends to exercise such right.
- 4.12 On receipt of a CO₂ Capture Test Access Notice, the Emitter shall permit the Waste ICC Contract Counterparty to exercise the CO₂ Capture Test Access Right in accordance with the CO₂ Capture Test Access Notice provided that the date(s) requested by the Waste ICC Contract Counterparty to exercise such right is no earlier than one (1) Business Day after receipt of the CO₂ Capture Test Access Notice.

CO₂ Capture Test Report

- 4.13 The Emitter shall, as soon as reasonably practicable after the completion of a CO₂ Capture Test, submit a test report of such CO₂ Capture Test to the Waste ICC Contract Counterparty (a **"CO₂ Capture Test Report"**). A CO₂ Capture Test Report shall include, but shall not be limited to, the following:
- (A) a description of the Capture Plant and the Waste Installation;
 - (B) the Test Report Minimum Technical Requirements; and
 - (C) evidence (including any test review reports) from the Emitter's engineer and (if applicable) the Lender's engineer:
 - (i) of the results of the CO₂ Capture Test;
 - (ii) that the CO₂ Capture Test Report complies with the Test Report Minimum Technical Requirements; and
 - (iii) that the Emitter has conducted the CO₂ Capture Test in accordance with the Approved Performance Test Procedure.

5. T&S COMMISSIONING DELAY EVENT OR T&S OUTAGE EVENT

- 5.1 Without prejudice to paragraph 3.11(E) or paragraph 4.9(E), if, at any time during a Test Run Period:
- (A) a T&S Commissioning Delay Event; or
 - (B) a T&S Outage Event,
- is occurring:
- (i) the Emitter shall ensure that any captured CO₂ emitted to atmosphere during the applicable Test Run Period complies with the Delivery CO₂ Quality Standards prior to emitting such CO₂ to atmosphere;
 - (ii) the CO₂ T&S Flow Rate determined by the Emitter during the OCP Performance Test shall be construed as the CO₂ flow rate (*expressed in tCO₂/h*) from the Installation to the relevant T&S Network and/or from the Installation to the point

at which it is emitted to atmosphere, as measured by the Outlet CO₂ Metering Equipment;

- (iii) the Metered CO₂ Output to T&S recorded by the Emitter during the OCP Performance Test or CO₂ Capture Test shall be construed as the mass quantity of CO₂ (*expressed in tCO₂*) from the Installation entering the relevant T&S Network and/or from the Installation to the point at which it is emitted to atmosphere after the CO₂ T&S Network Metering Point(s) during the relevant Settlement Unit, as measured by the Outlet CO₂ Metering Equipment;
- (iv) the OCP Achieved Metered CO₂ Output to T&S recorded by the Emitter during the OCP Performance Test shall be construed as the mass quantity of CO₂ (*expressed in tCO₂*) from the Installation entering the relevant T&S Network and/or from the Installation to the point at which it is emitted to atmosphere after the CO₂ T&S Network Metering Point(s) during the OCP Performance Test, as measured by the Outlet CO₂ Metering Equipment; and
- (v) the Metered CO₂ Rich Stream Output to T&S recorded by the Emitter during the CO₂ Capture Test shall be construed as the mass quantity of CO₂ Rich Stream (*expressed in tCO₂RS*) from the Installation entering the relevant T&S Network and/or from the Installation to the point at which it is emitted to atmosphere after the CO₂ T&S Network Metering Point(s) during the relevant Settlement Unit, as measured by the Outlet CO₂ Metering Equipment.

Annex 3
Calculation of Default Termination Payment

1. DEFAULT TERMINATION PAYMENT

1.1 In the event that the Waste ICC Contract Counterparty exercises its right to terminate the Waste ICC Contract under Condition 38.27 (*Default termination*), the "**Default Termination Payment**" shall be:

- (A) subject to any adjustment that is required pursuant to Condition 39.11 (*Consequences of default termination*); and
- (B) calculated in accordance with the following formula:

$$\text{Default Termination Payment} = f(t) \times MA \times TFR$$

where:

$f(t)$ = where the Default Termination Date falls in Contract Payment Term Years 1 to 8 = one (1);

where the Default Termination Date falls in Contract Payment Term Year 9 = two-thirds (2/3); and

where the Default Termination Date falls in Contract Payment Term Years 10 to 15 = one-third (1/3);

MA = the Maximum Annual CO₂ Capture Quantity (*expressed in tCO₂*); and

TFR = the Termination Fee Rate equal to £5 (*expressed in £/tCO₂*).

1.2 For the avoidance of doubt, where the Waste ICC Contract Counterparty exercises its right to terminate the Waste ICC Contract under Condition 38.27 (*Default termination*) on the basis that more than one (1) ground for termination has arisen, the Emitter shall not be liable to pay more than one Default Termination Payment to the Waste ICC Contract Counterparty.

Annex 4 Change Control Procedure

1. INTERPRETATION: ANNEX 4

Interpretation

- 1.1 In this Annex 4 (*Change Control Procedure*), any reference to an "amendment" (or grammatical variation thereof or any analogous term) in respect of any Proposed Amendment shall be deemed to include any change, replacement, deletion or supplement to or of any provision of:
- (A) the Waste ICC Contract;
 - (B) CCUS Programme ICC Contracts (other than any CCUS Programme ICC Contract to which this Annex 4 (*Change Control Procedure*) is expressed not to apply); or
 - (C) CCUS Programme ICC Contracts of a particular category (other than any CCUS Programme ICC Contract to which this Annex 4 (*Change Control Procedure*) is expressed not to apply).

2. CHANGE CONTROL PROCEDURE

Amendment Notifications

- 2.1 The Waste ICC Contract Counterparty may at any time give a notice to the Emitter proposing an amendment to the Waste ICC Contract (an "**Amendment Notification**"). Each Amendment Notification shall:
- (A) set out the proposed amendment(s) (the "**Proposed Amendment**");
 - (B) specify the date on which the Proposed Amendment is proposed to become effective (the "**Proposed Amendment Effective Date**");
 - (C) state whether the Waste ICC Contract Counterparty considers the Proposed Amendment to be a Material Amendment or a Technical Amendment;
 - (D) if the Waste ICC Contract Counterparty considers the Proposed Amendment to be a Technical Amendment, state whether the Proposed Amendment is a General Amendment;
 - (E) if the Proposed Amendment is a General Amendment, state whether it applies to all CCUS Programme ICC Contracts or only to those of a specified category or categories (in each case, other than any CCUS Programme ICC Contract to which this Annex 4 (*Change Control Procedure*) is expressed not to apply) and, if the latter, set out those categories; and
 - (F) contain such Supporting Information as the Waste ICC Contract Counterparty considers necessary to enable the Emitter to evaluate the Proposed Amendment.

Material Amendments: process

- 2.2 If an Amendment Notification specifies that the Proposed Amendment is a Material Amendment, the Emitter shall, no later than twenty (20) Business Days after the Amendment Notification has been received, either:
- (A) confirm by notice in writing to the Waste ICC Contract Counterparty that it agrees with the Proposed Amendment and the Proposed Amendment Effective Date; or

- (B) specify, by notice in writing to the Waste ICC Contract Counterparty (a **"Material Amendment Response Notification"**), any objections which the Emitter has to:
 - (i) the Proposed Amendment, any such notification to include details of:
 - (a) any proposal by the Emitter to address the matters identified in the Amendment Notification by means of an alternative amendment; and
 - (b) any consequential matters arising from the Proposed Amendment which the Emitter considers have not been identified in the Amendment Notification; or
 - (ii) the Proposed Amendment Effective Date.
- 2.3 Any Material Amendment Response Notification shall also include such Supporting Information as the Emitter considers necessary to enable the Waste ICC Contract Counterparty to evaluate the matters covered in such notification.
- 2.4 No later than ten (10) Business Days after receipt by the Waste ICC Contract Counterparty of a Material Amendment Response Notification, the Parties shall meet and negotiate in good faith to agree:
- (A) whether to effect the Proposed Amendment;
 - (B) the date on which the Proposed Amendment shall become effective (which need not be the Proposed Amendment Effective Date); and
 - (C) if effected:
 - (i) the terms of the Proposed Amendment; and
 - (ii) what, if any, consequential amendments need to be made to the Waste ICC Contract.

Material Amendments: implementation

- 2.5 A Material Amendment shall not become effective unless and until documented in writing and signed by each Party (a **"Material Amendment Agreement"**). Any Material Amendment Agreement shall:
- (A) set out the amendment which is to be effected;
 - (B) state the effective date of the amendment; and
 - (C) detail any consequential amendments to be made (whether or not identified in the Amendment Notification).

Technical Amendments (bilateral Proposed Amendments): process

- 2.6 If an Amendment Notification:
- (A) specifies that the Proposed Amendment is a Technical Amendment; and
 - (B) does not specify that it is a General Amendment, the Emitter shall, no later than twenty (20) Business Days after receipt of the Amendment Notification (the **"Technical Amendment Response Period"**), either:

- (i) confirm by notice in writing to the Waste ICC Contract Counterparty that it agrees with the Proposed Amendment and the Proposed Amendment Effective Date; or
- (ii) specify, by notice in writing to the Waste ICC Contract Counterparty (a **"Technical Amendment Response Notification"**), any objections which the Emitter has to:
 - (a) the classification of the Proposed Amendment as a Technical Amendment (including reasonable details of the Emitter's reasons for such objections) (a **"Classification Objection"**);
 - (b) the Proposed Amendment, any such notification to include details of:
 - (1) any proposal by the Emitter to address the matters identified in the Amendment Notification by means of an alternative amendment; and
 - (2) any consequential matters arising from the Proposed Amendment which the Emitter considers have not been identified in the Amendment Notification; or
 - (c) the Proposed Amendment Effective Date.

2.7 Any Technical Amendment Response Notification shall also include such Supporting Information as the Emitter considers necessary to enable the Waste ICC Contract Counterparty to evaluate the matters covered in such notification.

2.8 If the Emitter:

- (A) does not give the Waste ICC Contract Counterparty a Technical Amendment Response Notification within the Technical Amendment Response Period, the Proposed Amendment shall be binding on the Parties with effect from the Proposed Amendment Effective Date; or
- (B) gives the Waste ICC Contract Counterparty a Technical Amendment Response Notification within the Technical Amendment Response Period, then the following provisions shall apply:
 - (i) if the Technical Amendment Response Notification included a Classification Objection, then:
 - (a) the Technical Amendment Response Notification shall constitute a Dispute Notice and the resulting Dispute shall be subject to the Dispute Resolution Procedure; and
 - (b) if, pursuant to the Dispute Resolution Procedure, either of the Parties agrees (whether by means of a Senior Representatives Settlement or otherwise) that the Proposed Amendment is a Material Amendment or it is otherwise determined or resolved pursuant to the Dispute Resolution Procedure that the Proposed Amendment is a Material Amendment, then the Proposed Amendment shall not become effective between the Parties unless and until a Material Amendment Agreement is entered into; and

(ii) if either:

- (a) the Technical Amendment Response Notification did not include a Classification Objection; or
- (b) (pursuant to the Dispute Resolution Procedure) the Parties agree (whether by means of a Senior Representatives Settlement or otherwise) that the Proposed Amendment is a Technical Amendment or it is otherwise determined or resolved pursuant to the Dispute Resolution Procedure that the Proposed Amendment is a Technical Amendment,

then:

- (1) the Waste ICC Contract Counterparty shall consider the objections of the Emitter set out in the Technical Amendment Response Notification and may make such amendments to the Proposed Amendment as it deems appropriate having regard to such objections; and
- (2) the Proposed Amendment (as amended if the Waste ICC Contract Counterparty elects to so amend pursuant to paragraph 2.8(B)(ii)(b)(1)) shall become binding on the Parties with effect from the Proposed Amendment Effective Date.

Technical Amendments (General Amendments): process

2.9 If an Amendment Notification specifies that the Proposed Amendment is a Technical Amendment and is a General Amendment, then paragraphs 2.6 to 2.8 shall be applied, with the necessary modifications, on the following basis:

- (A) the confirmation provided for in paragraph 2.6(B)(i) shall be deemed to have been given by the Emitter, and the Proposed Amendment shall (subject to paragraph 2.9(C)) be binding on the Emitter with effect from the Proposed Amendment Effective Date, unless seventy-five per cent. (75%) or more in number of all CCP Affected Parties give a Technical Amendment Response Notification to the Waste ICC Contract Counterparty within the Technical Amendment Response Period;
- (B) if seventy-five per cent. (75%) or more in number of the CCP Affected Parties deliver a Technical Amendment Response Notification within the Technical Amendment Response Period then the procedure provided for in paragraph 2.8(B) shall be applied; and
- (C) if the Emitter gives a Technical Amendment Response Notification within the Technical Amendment Response Period which includes a Classification Objection, then the Proposed Amendment shall become binding on the Emitter only in accordance with the provisions of paragraph 2.8(B).

Technical Amendments: implementation

2.10 Where any Technical Amendment is to take effect in accordance with this Change Control Procedure, the Emitter shall, if requested by the Waste ICC Contract Counterparty, promptly sign an agreement (a "**Technical Amendment Agreement**") which:

- (A) sets out the amendment which is to be effected;
- (B) states the effective date of the amendment; and

- (C) details any consequential amendments to be made (whether or not identified in the Amendment Notification),

in each case as agreed, determined or resolved in accordance with the relevant provisions of paragraphs 2.6 to 2.9 (inclusive).

- 2.11 Any failure or refusal by the Emitter to sign a Technical Amendment Agreement shall not operate so as to prevent the relevant Technical Amendment being binding on the Parties with effect from the relevant Proposed Amendment Effective Date in accordance with the provisions of paragraph 2.8(B)(ii) or 2.9(A) (as appropriate).

Miscellaneous

- 2.12 The categorisation of any Proposed Amendment as a Technical Amendment (irrespective of whether it is a General Amendment) or a Material Amendment shall not operate so as to prevent the provisions of Condition 48 (*Consolidation of Connected Disputes*) applying to any Dispute arising in respect of that Proposed Amendment.

Annex 5
Form of Direct Agreement

LOW CARBON CONTRACTS COMPANY LTD
as Waste ICC Contract Counterparty and

[●]
as [Lender(s)]/[Security Trustee]⁶ and

[●]
as Emitter

DIRECT AGREEMENT
in relation to a Waste Industrial Carbon Capture Contract for *[insert details of the installation]*

⁶ Note to draft: Parties to conform to underlying funding arrangements.

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THIS DIRECT AGREEMENT (this "**Deed**") is dated [●] and made as a deed

BETWEEN:

- (1) **LOW CARBON CONTRACTS COMPANY LTD**, a company incorporated under the laws of England and Wales whose registered office is 10 South Colonnade, London, England, E14 4PU and whose company number is 08818711 (the "**Waste ICC Contract Counterparty**");
- (2) *[[insert name of the lender(s)]]* a company incorporated under the laws of [●] whose registered office is [●] and whose company number is [●] [the "**Lender(s)**"]; */[in its capacity as [agent and] security trustee for and on behalf of the Finance Parties (the "**Security Trustee**")]; and]*
- (3) *[insert name of the emitter]*, a company incorporated under the laws of [England and Wales] whose registered office is [●] and whose company number is [●] (the "**Emitter**").

BACKGROUND

- (A) The Waste ICC Contract Counterparty has entered into the Contract with the Emitter.
- (B) It is a condition precedent to the availability of funding under the Facilities Agreement that the Parties enter into this Deed.
- (C) The Parties intend this document to take effect as a deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions⁸

In this Deed, unless otherwise defined herein or the context requires otherwise:

"Affected Person" means any direct or indirect shareholder of the Emitter who is able to evidence to the satisfaction of the Waste ICC Contract Counterparty that if it (or an agent or security trustee on its behalf) has or had the benefit of a Direct Agreement, it is or would be:

- (A) contractually obliged to exercise rights under the relevant Direct Agreement in accordance with the instructions of one (1) or more Lenders (or a security trustee on its or their behalf); or
- (B) party to an agreement regarding the exercise of rights under such Direct Agreement with a person falling within paragraph (A) above;

"Affiliate" means, in relation to a Party, any holding company or subsidiary company of the relevant Party from time to time or any company which is a subsidiary company of a holding company of that Party from time to time (and the expressions "**holding company**" and "**subsidiary**" shall have the meanings respectively ascribed to them by section 1159 of the Companies Act 2006);

"Appointed Representative" means the Representative identified in the Step-In Notice;

⁷ Note to draft: Parties to conform to underlying funding arrangements.

⁸ Note to draft: Definitions to conform to underlying funding arrangements

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"Contract" means the waste industrial carbon capture contract dated [●] and made between the Waste ICC Contract Counterparty and the Emitter in relation to the Installation;

"Contract Default" has the meaning given to **"Default"** in the Contract;

"Control" means, in relation to an entity (the **"controlled entity"**), the ability of another entity (the **"controlling entity"**) to:

- (A) exercise the majority of the voting rights in that entity; or
- (B) having become a direct or indirect shareholder, control the majority of the voting rights in that entity, either alone or pursuant to an agreement with other direct or indirect shareholders; or
- (C) having become a direct or indirect shareholder, appoint or remove a majority of the board of directors in that entity, or
- (D) having become a direct or indirect shareholder, exercise dominant influence or control over that entity,

and **"Controlled"** shall be construed accordingly;

"Emitter's Proceeds Account" means the account held by the Emitter at [●] with the account number [●] and sort code [●] or such other account and bank as the Emitter and the [Lender(s)]/[Security Trustee] may notify to the Waste ICC Contract Counterparty from time to time;

"Event of Default" means any event or circumstance the occurrence of which is treated as an event of default under the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated [[●]/[on or around the date of this Deed]] between, amongst others, [the lenders named therein,] the [Lender(s)]/[Security Trustee], [the Facility Agent] and the Emitter⁹;

"Facility Agent" means the Facility Agent appointed under the Facilities Agreement¹⁰;

"Finance Documents" means the Facilities Agreement and the other documents defined as Finance Documents in the Facilities Agreement¹¹;

"Finance Parties" means the parties with the benefit of security under the Security Documents and **"Finance Party"** means any of them¹²;

"Finance Party Discharge Date" means the date on which all of the Finance Party Obligations have been fully and irrevocably paid or discharged and no further Finance Party Obligations are capable of becoming outstanding;

⁹ Note to draft: Definition to conform to underlying funding arrangements

¹⁰ Note to draft: Definition to conform to underlying funding arrangements

¹¹ Note to draft: Definition to conform to underlying funding arrangements

¹² Note to draft: Definition to conform to underlying funding arrangements

"Finance Party Obligations" means any obligations owed to the Finance Parties in connection with the Finance Documents;

"Funding Mechanism" has the meaning given to that term in the Contract;

"Installation" has the meaning given to that term in the Contract;

"Lender" means any bank or financial institution (excluding any direct or indirect shareholder of the Emitter) which provides debt financing or refinancing in relation to the Installation;

"Non-Qualification Event" [means the Security Trustee ceasing, in respect of the rights afforded to it under this Deed, to act only on behalf of any person who is:

- (A) [a] Lender(s) having the benefit of first ranking security over all or substantially all of the assets of the Emitter (including its rights in respect of the Installation and under the Contract) and in whose favour the Emitter has assigned its rights under the Contract and any other Waste ICC Document in accordance with Condition 69.6 (*Permitted assignment by the Emitter*) of the Contract; or
- (B) an Affected Person having the benefit of first ranking security over all or substantially all of the assets of the Emitter (including its rights in respect of the Installation and under the Contract) and in whose favour the Emitter has assigned its rights under the Contract and any other Waste ICC Document in accordance with Condition 69.6 (*Permitted assignment by the Emitter*) of the Contract;

PROVIDED that there shall not be a Non-Qualification Event where a person who previously satisfied sub-paragraph (A) above has become a direct or indirect shareholder solely as a result of the creation or enforcement of a security interest held by them (a **"Security Shareholder"**) and who otherwise continues to satisfy sub-paragraph (A) above, unless such Security Shareholder (whether directly or indirectly) has exercised Control over the Emitter for a period of twenty (20) Business Days or more prior to the time of any breach, non-compliance or failure which is or may be the subject of a Waste ICC Contract Counterparty Enforcement Notice or, having the right, ability or power to do so, fails to prevent any breach, non-compliance or failure which is or may be the subject of a Waste ICC Contract Counterparty Enforcement Notice.]¹³ /

[means the Lender(s) ceasing, in respect of the rights afforded to [it]/[them] under this Deed, to be [a person who is/ persons who are]:

- (C) Lender(s) having the benefit of first ranking security over all or substantially all of the assets of the Emitter (including its rights in respect of the Installation and under the Contract) and in whose favour the Emitter has assigned its rights under the Contract and any other Waste ICC Document in accordance with Condition 69.6 (*Permitted assignment by the Emitter*) of the Contract,

PROVIDED that there shall not be a Non-Qualification Event where [a person/the persons] who previously satisfied sub-paragraph (A) above [has/have] become [a] direct or indirect shareholder(s) solely as a result of the creation or enforcement of a security interest held by them (a **"Security Shareholder"**) but who otherwise continues to satisfy sub-paragraph (A) above, unless such Security Shareholder (whether directly or indirectly) has exercised Control over the Emitter for a period of twenty (20) Business Days or more prior to the time of any breach, non-compliance or failure which is or may be the subject of a Waste ICC Contract Counterparty Enforcement Notice or, having the right, ability or power to do so, fails to prevent

¹³

Retain wording in square brackets if there is a Security Trustee.

any breach, non-compliance or failure which is or may be the subject of a Waste ICC Contract Counterparty Enforcement Notice.]¹⁴

"Novation Agreement" means a novation agreement entered into pursuant to Clause 9.3 (*Substitution Procedure*) between the Waste ICC Contract Counterparty, the Emitter and the Substitute substantially in the form set out in Appendix 2 (*Form of Novation Agreement*);

"Novation Date" has the meaning given to that term in Clause 9.3(B) (*Substitution Procedure*);

"Novation Notice" means a notice given by the [Lender(s)]/[Security Trustee] to the Waste ICC Contract Counterparty pursuant to Clause 9.1 (*Proposed Substitution*) specifying:

- (A) the identity of the proposed Substitute; and
- (B) the Proposed Novation Date;

"NQE Termination Trigger Date" means (as applicable) the date specified in the notice issued to the [Lender(s)]/[Security Trustee] pursuant to Clause 3.4(D)(i) (unless the [Lender(s)]/[Security Trustee] has remedied the failure or non-compliance prior to such date) or the date of a notice delivered to the Waste ICC Contract Counterparty pursuant to Clause 10.3;

"Party" means a party to this Deed;

"Proposed Novation Date" means the date proposed by the [Lender(s)]/[Security Trustee] in a Novation Notice for the novation to a Substitute of the Emitter's rights and obligations under the Contract;

"Proposed Step-In Date" means the date proposed by the [Lender(s)]/[Security Trustee] in a Step-In Notice upon which the Appointed Representative shall give a Step-In Undertaking as contemplated by Clause 6.2 (*Step-In Undertaking*);

"Representative" means:

- (A) the [Facility Agent], [the Security Trustee] and any Finance Party and/or any of their Affiliates;
- (B) an administrator, administrative receiver, receiver, receiver and manager or any other insolvency official of the Emitter and/or any or all of its assets appointed in connection with the Finance Documents;
- (C) a person directly or indirectly owned or Controlled by [the Facility Agent], [the Security Trustee] and/or the Finance Parties or any of them; or
- (D) any other person approved by the Waste ICC Contract Counterparty;

"Security Documents" means any documents creating or evidencing any existing or future security interest granted by the Emitter to the [Lender(s)]/[Security Trustee] to secure the payment and discharge of any or all Finance Party Obligations;

"Security Shareholder" has the meaning given to that term in the definition **"Non-Qualification Event"**;

¹⁴

Retain wording in square brackets if there is a Lender but no Security Trustee.

"Step-In Date" means the date on which the Appointed Representative gives a Step-In Undertaking to the Waste ICC Contract Counterparty as contemplated by Clause 6.2 (*Step-In Undertaking*);

"Step-In Decision Period" means a period commencing on the date of receipt by the [Lender(s)]/[Security Trustee] from the Waste ICC Contract Counterparty of any Waste ICC Contract Counterparty Enforcement Notice and ending on the first to occur of the Step-In Date, the Novation Date and the date falling one hundred and twenty (120) days after the commencement of the Step-In Decision Period;

"Step-In Notice" has the meaning given to that term in Clause 6.1 (*Step-In Notice*);

"Step-In Period" means the period from the Step-In Date to and including the first to occur of:

- (A) the expiry of the notice period in any notice given under Clause 8 (*Step-Out*);
- (B) the Novation Date;
- (C) the Finance Party Discharge Date; and
- (D) the date of any termination or revocation of the Contract by the Waste ICC Contract Counterparty in accordance with this Deed and the Contract;

"Step-In Undertaking" means an undertaking substantially in the form set out in Appendix 1 (*Form of Step-In Undertaking*) given by the Appointed Representative;

"Step-Out Date" means the date upon which a Step-In Period ends;

"Step-Out Notice" has the meaning given to that term in Clause 8(A) (*Step-Out*);

"Substitute" means a person nominated by the [Lender(s)]/[Security Trustee] pursuant to Clause 9.1 (*Proposed Substitution*) or Clause 9.2 (*Objection to Substitute*), as the case may be, as the transferee of the Emitter's rights and obligations under the Contract;

"Waste ICC Contract Counterparty Enforcement Action" means:

- (A) the termination or revocation of the Contract by the Waste ICC Contract Counterparty (including the giving of any notice under or pursuant to Condition 38.1 (*Pre-Start Date termination*), 38.5 (*Termination for Prolonged Force Majeure*) or Condition 38.27 (*Default termination*) of the Contract by the Waste ICC Contract Counterparty to the Emitter terminating the Contract, but excluding the giving of any notice under or pursuant to Condition 38.29 (*Qualifying Change in Law termination*), Condition 38.31 (*QCIL Compensation termination*) or Condition 38.22 (*Termination for failing to remedy a T&S Prolonged Unavailability Event*) of the Contract by the Waste ICC Contract Counterparty to the Emitter terminating the Contract and the subsequent termination of the Contract under that Condition);
- (B) the suspension or withholding (as applicable) by the Waste ICC Contract Counterparty of payments under or pursuant to Condition 8.24 (*Failure to give an Opex Costs Early Reopener Notice*), Condition 20.2(A) (*Failure to comply with compliance of technology undertaking*), Condition 20.3 (*Failure to satisfy the R1 Energy Efficiency Threshold*), Condition 21.10 (*Failure to comply with Measurement Equipment Schematic Obligation*), Condition 21.16 (*Failure to provide Measurement Equipment Access Right*), Condition 21.21 (*Failure to comply with Automated Data Systems Obligations*), Condition 22.18 (*Failure to comply with Minimum CO₂ Capture Rate Obligation: Suspension*), Condition 23.10 (*Suspension of payments (Failure to provide CO₂ Measurement Data)*), Condition 28.4 (*Suspension of payments (Failure to provide KYC*

Information)), Condition 38.16 (*Failure to comply with T&S Prolonged Unavailability Procedure Obligation: Suspension*), paragraph 3.3 (*Failure to comply with GGR Credits Security Restriction*) of Part A (*General Restrictions*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 1.6 (*Failure to comply with the Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*) of Annex 12 (*Greenhouse Gas Removal Credits*), paragraph 3.5 (*Failure to comply with Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*), or paragraph 6.12 (*Non-compliance with the auditing and verification requirements*) of Part D (*Biogenic LTSS – Technical Specification*) of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*) of the Contract; or

- (C) the commencement by the Waste ICC Contract Counterparty of any proceedings for, or the petitioning by the Waste ICC Contract Counterparty for, the winding-up, administration, dissolution or liquidation of the Emitter (or the equivalent procedure under the law of the jurisdiction in which the Emitter is incorporated, domiciled or resident or carries on business or has assets);

"Waste ICC Contract Counterparty Enforcement Notice" means a notice given by the Waste ICC Contract Counterparty to the [Lender(s)]/[Security Trustee] specifying the Waste ICC Contract Counterparty Enforcement Action which the Waste ICC Contract Counterparty intends to take and, in reasonable detail, the grounds for such intended action;

"Waste ICC Documents" has the meaning given to that term in the Contract;

"Waste ICC Settlement Required Information" has the meaning given to that term in the Contract;

"Waste ICC Contract Settlement Services Provider" has the meaning given to that term in the Contract; and

"Working Hours" means 09:00 to 17:00 on a Business Day.

1.2 Interpretation

- (A) Unless a contrary indication appears, any reference in this Deed to:

- (i) the **"Waste ICC Contract Counterparty"**, [the **"Facility Agent"**], [the **"Security Trustee"**], the **"Emitter"**, [any **"Lender"**], [any **"Finance Party"**] or any **"Appointed Representative"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (ii) an agreement includes a deed and instrument;
- (iii) an agreement is a reference to it as amended, supplemented, restated, novated or replaced from time to time;
- (iv) a provision of law is a reference to that provision as amended, extended or re-enacted and includes all laws and official requirements made under or deriving validity from it;
- (v) any **"obligation"** of any person under this Deed or any other agreement or document shall be construed as a reference to an obligation expressed to be assumed by or imposed on it under this Deed or, as the case may be, that other agreement or document (and **"due"**, **"owing"** and **"payable"** shall be similarly construed);

- (vi) a **"Clause"**, **"paragraph"** or **"Annex"** is a reference to a clause or paragraph of, or an Annex to, this Deed;
 - (vii) a **"person"** includes any individual, firm, company, corporation, unincorporated organisation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any other entity;
 - (viii) time is a reference to time in London, England; and
 - (ix) words in the singular shall be interpreted as including the plural, and *vice versa*.
- (B) The words **"include"** and **"including"** shall be construed without limitation to the generality of the preceding words.
- (C) Headings are for ease of reference only.

2. **CONSENT TO SECURITY AND PAYMENT INSTRUCTIONS**

2.1 **Consent to Security**

- (A) The Emitter hereby gives notice to the Waste ICC Contract Counterparty that, under or pursuant to the Security Documents, the Emitter has assigned or charged by way of security to the [Lender(s)]/[Security Trustee] its rights, title and interest in and to the Contract.
- (B) The Waste ICC Contract Counterparty acknowledges receipt of notice of, and consents to, the grant of the security interests referred to in paragraph (A) above.
- (C) The Waste ICC Contract Counterparty acknowledges that neither the [Lender(s)]/[Security Trustee] nor any Finance Party shall have any obligations or liabilities to the Waste ICC Contract Counterparty (whether in place of the Emitter or otherwise) in respect of the Contract as a result of any security interest created under the Security Documents except to the extent that the [Lender(s)]/[Security Trustee] or such Finance Party incur[(s)] such obligations or liabilities pursuant to Clause 6 (*Step-In*), Clause 7 (*Step-In Period*), Clause 8 (*Step-Out*) or Clause 9 (*Novation*).

2.2 **No other security interests**

The Waste ICC Contract Counterparty confirms that, as at the date of this Deed, it has not received notice of any other security interest granted over the Emitter's rights, title and interest in and to the Contract. The Waste ICC Contract Counterparty agrees to notify the [Lender(s)]/[Security Trustee] as soon as reasonably practicable if it receives any such notice.

2.3 **GGR Credits Security Restriction**

The [Lender(s)]/[Security Trustee] acknowledge and accept the restriction on the Emitter under paragraph 3.1 (*Security over GGR Credits*) of Part A (*General Restrictions*) of Annex 12 (*Greenhouse Gas Removal Credits*) of the Contract.

2.4 **Payment of Monies**

- (A) Each of the Emitter and the [Lender(s)]/[Security Trustee] irrevocably authorises and instructs the Waste ICC Contract Counterparty, and the Waste ICC Contract Counterparty agrees, to pay the full amount of each sum which it is obliged at any time to pay to the Emitter under or in respect of the Contract (whether before or after termination of the Contract) to the Emitter's Proceeds Account or [, following the occurrence of an Event of Default and at any time thereafter,] to such other account in

the United Kingdom that the [Lender(s)]/[Security Trustee] may direct in writing to the Waste ICC Contract Counterparty on not less than ten (10) Business Days' notice.

- (B) Each payment made in accordance with paragraph (A) above shall constitute a good discharge *pro tanto* of the obligation of the Waste ICC Contract Counterparty to make the relevant payment to the Emitter.
- (C) The authority and instructions set out in paragraph (A) above shall not be revoked or varied by the Emitter without the prior written consent of the [Lender(s)]/[Security Trustee], copied to the Waste ICC Contract Counterparty.

2.5 **Contract**

The Parties acknowledge and agree that the exercise of the rights of the [Lender(s)]/[Security Trustee] or the Appointed Representative, as the case may be (a) under the Contract during the Step-In Period; and (b) in connection with the security interests granted by the Emitter shall not amend, waive or suspend the provisions of the Contract and the rights of the Waste ICC Contract Counterparty under the Contract, except as expressly set out under this Deed and any Step-In Undertaking.

2.6 **Statement as to Event of Default conclusive**

The Waste ICC Contract Counterparty may treat any statement or notice from the [Lender(s)]/[Security Trustee] or the lenders under the Facility Agreement that an Event of Default has occurred as conclusive evidence of the occurrence of the Event of Default.

3. **NOTIFICATION BY WASTE ICC CONTRACT COUNTERPARTY**

3.1 **Notification of Default**

- (A) The Waste ICC Contract Counterparty shall, as soon as reasonably practicable, send to the [Lender(s)]/[Security Trustee] a copy of any notice of default under the Contract served by the Waste ICC Contract Counterparty on the Emitter.
- (B) The Waste ICC Contract Counterparty shall have no obligation to notify the [Lender(s)]/[Security Trustee] of a default under the Contract where the Waste ICC Contract Counterparty has not served a notice of default on the Emitter.

3.2 **Cure Right**

The [Lender(s)]/[Security Trustee] may, at any time outside a Step-In Period, take or procure the taking of any action on behalf of the Emitter in circumstances where:

- (A) the Emitter's failure to take such action would be a breach of the Contract or would be or could reasonably be expected to contribute towards the occurrence of a Contract Default; or
- (B) the Emitter has breached the Contract or a Contract Default has arisen,

and any such action will be deemed to have been taken by the Emitter for the purposes of the Contract and any breach or Contract Default will be cured, remedied or will not arise (as appropriate) if such breach or Contract Default would have been cured or remedied or would not have arisen (as appropriate) if the Emitter had taken such action itself.

3.3 Waste ICC Contract Counterparty Enforcement Action

Subject to Clause 7.2 (*Waste ICC Contract Counterparty Enforcement Action during a Step-In Period*), the Waste ICC Contract Counterparty shall not take any Waste ICC Contract Counterparty Enforcement Action without first giving a Waste ICC Contract Counterparty Enforcement Notice to the [Lender(s)]/[Security Trustee].

3.4 Non-Qualification Event

(A) The [Lender(s)]/[Security Trustee] shall by the fifteenth (15th) Business Day after delivery to the [Lender(s)]/[Security Trustee] of:

- (i) any Waste ICC Contract Counterparty Enforcement Notice; or
- (ii) any notice from the Waste ICC Contract Counterparty requesting that the [Lender(s)]/[Security Trustee] evidence that a Non-Qualification Event has not taken place,

(a "**Qualification Demonstration Deadline**"), evidence to the satisfaction of the Waste ICC Contract Counterparty (acting reasonably) that a Non-Qualification Event has not taken place.

(B) For the purposes of Clause 3.4(A) unless otherwise agreed by the Waste ICC Contract Counterparty, the evidence provided shall be:

- (i) a clear letter to the Waste ICC Contract Counterparty from the external legal advisors to the [Lender(s)]/[Security Trustee] (the "**NQE Confirmation**"):
 - (a) setting out the corporate details of the [Lender(s)]/[Security Trustee] [and all persons for whom the Security Trustee acts in respect of the rights afforded to it under this Deed]¹⁵;
 - (b) [confirming that the Security Trustee acts only, in respect of the rights afforded to it under this Deed, on behalf of the person(s) referred to in paragraphs (A) or (B) of the definition of Non-Qualification Event;]¹⁶
 - (c) [if the Security Trustee acts on behalf of any person who is a direct or indirect shareholder of the Emitter, explaining the basis upon which such person falls within (as applicable) paragraph (B) of the definition of Non-Qualification Event and] ¹⁷ confirming whether [such person] ¹⁸ // [the Lender] ¹⁹ is a Security Shareholder and, if so, when they became a Security Shareholder;
 - (d) confirming that the external legal advisors are not aware of a Non-Qualification Event having occurred; and
 - (e) explaining any changes to the Finance Parties, the Finance Documents, the Security Documents[,]/[and/or] the underlying financial arrangements relating or relevant to this Deed [and/or the persons on behalf of whom

¹⁵ Words in square brackets to be retained if there is a Security Trustee.

¹⁶ Words in square brackets to be retained if there is a Security Trustee.

¹⁷ Words in square brackets to be retained if there is a Security Trustee.

¹⁸ Words in square brackets to be retained if there is a Security Trustee.

¹⁹ Words in square brackets to be retained in the case of a Lender and no Security Trustee.

the Security Trustee is exercising the rights afforded by this Deed]²⁰ since the last letter provided under this Clause 3.4(B) (or, if no letter has been provided, the date of this Deed) and confirming that: (i) insofar as it is aware having made due and careful enquiry of the [Lender(s)]/[Security Trustee], the Finance Documents and Security Documents are up to date, true, complete and accurate; and (ii) the contents of the NQE Confirmation are a true and accurate reflection of the relevant contents of the Finance Documents and the Security Documents; and

(ii) a clear letter to the Waste ICC Contract Counterparty from the [Lender(s)]/[Security Trustee] ("**Further NQE Confirmation**") (signed by a duly authorised senior representative and/or in-house legal advisor) certifying that [insofar as it is aware having made all due and careful enquiry]²¹:

- (a) a Non-Qualification Event has not occurred;
- (b) [if the Security Trustee acts on behalf of any person who is a direct or indirect shareholder of the Emitter, whether such person falls within (as applicable) paragraph (B) of the definition of Non-Qualification Event and]²² whether [such person]²³/[the Lender]²⁴ is a Security Shareholder;
- (c) if a breach, non-compliance or failure has occurred which is or may be the subject of a Waste ICC Contract Counterparty Enforcement Notice, such breach, non-compliance or failure did not occur more than twenty (20) Business Days after the [Lender(s)]/[Security Trustee] became a Security Shareholder who has enforced its Security Documents and Controls the Emitter. In this case, the [Lender(s)]/[Security Trustee] shall also provide an explanation of the situation and information or evidence to support its certification and explanation;
- (d) the Finance Documents and Security Documents are up-to-date, true and complete; and constitute a true, complete, comprehensive and accurate record of the financial arrangements between the parties to them and are not misleading; and
- (e) the [Lender(s)]/[Security Trustee] has provided all the Finance Documents and Security Documents to its external legal advisor for the purpose of such external legal advisor providing the NQE Confirmation; and

(iii) if requested by the Waste ICC Contract Counterparty, up-to-date, complete and accurate copies of the relevant Finance Documents and Security Documents.

(C) Without limitation of Clause 3.4(B), the Waste ICC Contract Counterparty may, within ten (10) Business Days of receipt of the NQE Confirmation, Further NQE Confirmation and/or the documentation referred to in Clause 3.4(B)(iii), request clarification of the contents of the NQE Confirmation, Further NQE Confirmation and/or documentation referred to in Clause 3.4(B)(iii). If the [Lender(s)]/[Security Trustee] receives such a

²⁰ Words in square brackets to be retained if there is a Security Trustee.

²¹ Words in square brackets to be retained only if there is a Security Trustee.

²² Words in square brackets to be retained if there is a Security Trustee.

²³ Words in square brackets to be retained if there is a Security Trustee.

²⁴ Words in square brackets to be retained if there is a Lender and no Security Trustee.

request, it shall provide the requested clarification to the Waste ICC Contract Counterparty within ten (10) Business Days of receipt of the request.

(D) Where the [Lender(s)]/[Security Trustee]:

- (i) fails to comply with Clauses 3.4(A), 3.4(B) and/or 3.4(C) and/or if the Finance Documents and/or Security Documents provided under Clause 3.4(C) do not support and/or are inconsistent with or contradict the NQE Confirmation or Further NQE Confirmation,

the Waste ICC Contract Counterparty may give a notice to the [Lender(s)]/[Security Trustee] that this Deed shall terminate on the date specified in such notice (such date being no earlier than the date falling ten (10) Business Days after the date of such notice), and this Deed shall so terminate pursuant to Clause 10.1, unless, in the case of Clause 3.4(D)(i), in the intervening period the [Lender(s)]/[Security Trustee] has remedied (as applicable) its failure or non-compliance with Clause 3.4(A), 3.4(B) and/or Clause 3.4(C) and/or the failure of the Finance Documents and/or the Security Documents to support or be consistent with the NQE Confirmation, Further NQE Confirmation and/or any contradiction between the Finance Documents and/or Security Documents and the NQE Confirmation and/or Further NQE Confirmation.

(E) Where the [Lender(s)]/[Security Trustee] complies with Clause 3.4(A) by the Qualification Demonstration Deadline, the Waste ICC Contract Counterparty shall provide confirmation of such compliance to the [Lender(s)]/[Security Trustee] as soon as reasonably practicable thereafter.

3.5 **No Waiver**

The provisions of this Clause 3 shall not constitute any waiver as against the Emitter of the grounds for the intended exercise of the Waste ICC Contract Counterparty's rights to take any Waste ICC Contract Counterparty Enforcement Action or any of its other rights regarding such Waste ICC Contract Counterparty Enforcement Action and the giving of a Waste ICC Contract Counterparty Enforcement Notice shall not release the Emitter from its obligations or liabilities under the Contract.

4. **NOTIFICATION BY THE [LENDER(S)]/[SECURITY TRUSTEE]**

4.1 **Notice of Event of Default**

The [Lender(s)]/[Security Trustee] shall, as soon as reasonably practicable, send to the Waste ICC Contract Counterparty a copy of any notice of an Event of Default served by or on behalf of the [Lender(s)]/[Security Trustee] or the lenders under the Facility Agreement] on the Emitter.

4.2 **Notices from the [Lender(s)]/[Security Trustee]**

After receiving notification of an Event of Default from the [Lender(s)]/[Security Trustee], the Waste ICC Contract Counterparty shall accept as validly given by the Emitter any notices or demands pursuant to and in accordance with the Contract given or made by the [Lender(s)]/[Security Trustee] or Appointed Representative, as the case may be, provided, in each case, such notice or demand would have been validly given had it been given by the Emitter itself. The Emitter consents to the giving of such notices or demands and acknowledges and agrees that the service of such notices or demands by the [Lender(s)]/[Security Trustee] or Appointed Representative, as the case may be, shall not affect the rights and remedies of the Waste ICC Contract Counterparty under the Contract.

5. STEP-IN DECISION PERIOD

5.1 Suspension of Rights and Remedial Action

During a Step-In Decision Period the Waste ICC Contract Counterparty shall not take any Waste ICC Contract Counterparty Enforcement Action (other than any Waste ICC Contract Counterparty Enforcement Action taken pursuant to Clause 5.3 (*Revival of Remedies*) in relation to any prior Step-In Decision Period).

5.2 Statement of Amounts Due

- (A) As soon as reasonably practicable, and in any event within thirty (30) days, after the commencement of a Step-In Decision Period, the Waste ICC Contract Counterparty shall give the [Lender(s)]/[Security Trustee] a statement of any amounts owed by the Emitter to the Waste ICC Contract Counterparty and any outstanding performance obligations of the Emitter under the Contract of which the Waste ICC Contract Counterparty is aware as at the date of the Waste ICC Contract Counterparty Enforcement Notice.
- (B) For the avoidance of doubt, a failure by the Waste ICC Contract Counterparty to include in any such statement an amount owed or a performance obligation outstanding under the Contract shall not limit in any way the obligations or liabilities of the Emitter under the Contract or the obligations or liabilities of the [Lender(s)]/[Security Trustee] or any Appointed Representative or Substitute under or pursuant to this Deed.

5.3 Revival of Remedies

If a Waste ICC Contract Counterparty Enforcement Notice has been given and:

- (A) neither the Step-In Date nor the Novation Date has occurred before expiry of the Step-In Decision Period; or
- (B) the Step-In Date has occurred before expiry of the Step-In Decision Period but a Step-Out Date has subsequently occurred without there being a Novation Date,

the Waste ICC Contract Counterparty shall be entitled to take Waste ICC Contract Counterparty Enforcement Action without serving a further Waste ICC Contract Counterparty Enforcement Notice if the default, event or circumstance in respect of which the Waste ICC Contract Counterparty gave the Waste ICC Contract Counterparty Enforcement Notice is subsisting or has not been remedied or cured (whether by the Emitter, [Lender(s)]/[Security Trustee] or any other person).

6. STEP-IN

6.1 Step-In Notice

- (A) At any time during a Step-In Decision Period, the [Lender(s)]/[Security Trustee] may give notice to the Waste ICC Contract Counterparty (a "**Step-In Notice**") specifying:
 - (i) the Appointed Representative who will give a Step-In Undertaking to the Waste ICC Contract Counterparty; and
 - (ii) the Proposed Step-In Date (which shall be a date no earlier than five (5) Business Days after the date of the Step-In Notice).
- (B) The Proposed Step-In Date must fall on or prior to the expiry of the Step-In Decision Period.

- (C) The [Lender(s)]/[Security Trustee] may revoke a Step-In Notice at any time prior to the Step-In Date by notice to the Waste ICC Contract Counterparty, provided that the relevant Step-In Decision Period shall be deemed to have expired on delivery of such notice to the Waste ICC Contract Counterparty.

6.2 Step-In Undertaking

Unless otherwise agreed by the Waste ICC Contract Counterparty in its sole and absolute discretion, the [Lender(s)]/[Security Trustee] shall procure that the Appointed Representative gives a Step-In Undertaking to the Waste ICC Contract Counterparty on the Proposed Step-In Date.

7. STEP-IN PERIOD

7.1 Step-In Period

During the Step-In Period:

- (A) the Waste ICC Contract Counterparty shall deal only with the Appointed Representative and not the Emitter and the Waste ICC Contract Counterparty shall have no liability to the Emitter for compliance with the instructions of the Appointed Representative or the [Lender(s)]/[Security Trustee] in priority to those of the Emitter;
- (B) the Waste ICC Contract Counterparty agrees that payment by the Appointed Representative to the Waste ICC Contract Counterparty of any sums due under the Contract, or performance by the Appointed Representative of any other of the Emitter's obligations under the Contract, shall comprise good discharge *pro tanto* of the Emitter's payment and other obligations under the Contract; and
- (C) the Waste ICC Contract Counterparty shall owe its obligations under the Contract to the Emitter and the Appointed Representative jointly but performance by the Waste ICC Contract Counterparty in favour of the Appointed Representative alone shall be a good discharge *pro tanto* of its obligations under the Contract.

7.2 Waste ICC Contract Counterparty Enforcement Action during a Step-In Period

- (A) During the Step-In Period, the Waste ICC Contract Counterparty shall be entitled to take Waste ICC Contract Counterparty Enforcement Action if:
 - (i) the Appointed Representative breaches the terms of the Step-In Undertaking; and
 - (ii) such breach would, save for the terms of Clause 5.1 (*Suspension of Rights and Remedial Action*), entitle the Waste ICC Contract Counterparty to take the relevant Waste ICC Contract Counterparty Enforcement Action under or in connection with the Contract.
- (B) The provisions of Clause 3.3 (*Waste ICC Contract Counterparty Enforcement Action*) shall not apply to any Waste ICC Contract Counterparty Enforcement Action taken pursuant to this Clause 7.2.

8. STEP-OUT

- (A) The Appointed Representative or the [Lender(s)]/[Security Trustee] shall give the Waste ICC Contract Counterparty at least ten (10) Business Days' prior written notice of the date on which the Appointed Representative will step out (a "**Step-Out Notice**").

- (B) Upon the Step-Out Date (howsoever occurring):
- (i) all of the Appointed Representative's obligations and liabilities to the Waste ICC Contract Counterparty under the Step-In Undertaking will be cancelled, other than those for which the Appointed Representative is liable under the Step-In Undertaking and which arose or accrued prior to the Step-Out Date;
 - (ii) all of the Appointed Representative's rights against the Waste ICC Contract Counterparty under the Step-In Undertaking will be cancelled, other than those which arose or accrued prior to the Step-Out Date; and
 - (iii) without prejudice to sub-paragraph (i) above, the Appointed Representative will be released from all obligations and liabilities to the Waste ICC Contract Counterparty under the Contract and this Deed.
- (C) The Emitter shall continue to be bound by the terms of the Contract notwithstanding the occurrence of the Step-Out Date and the Waste ICC Contract Counterparty shall continue to be entitled to exercise and enforce all of its rights and remedies under the Contract as against the Emitter.

9. NOVATION

9.1 Proposed Substitution

- (A) Subject to paragraph (B) below, at any time:
- (i) during a Step-In Decision Period or a Step-In Period; or
 - (ii) during which an Event of Default is subsisting (and the Waste ICC Contract Counterparty may treat as conclusive evidence that an Event of Default is subsisting any notice served by the [Lender(s)]/[Security Trustee] pursuant to this paragraph (A)),
- the [Lender(s)]/[Security Trustee] may give a Novation Notice to the Waste ICC Contract Counterparty.
- (B) The [Lender(s)]/[Security Trustee] shall give the Waste ICC Contract Counterparty not less than fifteen (15) Business Days' prior notice of the Proposed Novation Date.

9.2 Objection to Substitute

The Waste ICC Contract Counterparty may only object to a proposed Substitute if the entry into a Novation Agreement or the Contract with the proposed Substitute would be unenforceable or illegal and the Waste ICC Contract Counterparty gives notice of its objection to the [Lender(s)]/[Security Trustee] within ten (10) Business Days of receipt by the Waste ICC Contract Counterparty of the Novation Notice, in which case the [Lender(s)]/[Security Trustee] may propose an alternative Substitute.

9.3 Substitution Procedure

- (A) On the Proposed Novation Date or such later date (if any) as the identity of the Substitute is determined pursuant to Clause 9.2 (*Objection to Substitute*) the Waste ICC Contract Counterparty and the Emitter shall each enter into a Novation Agreement with the Substitute.
- (B) The novation of the Emitter's rights and obligations under the Contract pursuant to a Novation Agreement shall be effective from the date (the "**Novation Date**") which is

the latest of the Proposed Novation Date, such later date (if any) as the identity of the Substitute is determined pursuant to Clause 9.2 (*Objection to Substitute*) and the date upon which each of the following conditions is satisfied, namely:

- (i) the Waste ICC Contract Counterparty having received, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably):
 - (a) a certified copy of the constitutional documents and certificate of incorporation and any certificate of incorporation on change of name of the Substitute; and
 - (b) evidence of compliance by the Substitute with "know your customer" or similar identification procedures or checks under all applicable laws and regulations pursuant to the transactions contemplated by the Novation Agreement, the Contract and the other Waste ICC Documents;
 - (ii) the Waste ICC Contract Counterparty having received a legal opinion addressed to the Waste ICC Contract Counterparty, in form and content reasonably satisfactory to the Waste ICC Contract Counterparty, from the legal advisers to the Substitute confirming that the Substitute:
 - (a) is duly formed and validly existing under the laws of the jurisdiction of its formation; and
 - (b) has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, the Contract and the other Waste ICC Documents;
 - (iii) the Waste ICC Contract Counterparty having received written confirmation from the Waste ICC Contract Settlement Services Provider that:
 - (a) it has received the Waste ICC Settlement Required Information which is required from the Substitute prior to the Proposed Novation Date or such later date, as the case may be; and
 - (b) the Substitute has in place the systems and processes which are necessary for the continued provision of the Waste ICC Settlement Required Information;
 - (iv) the Substitute being or having become the legal and beneficial owner of the Installation, subject only to any third party rights arising by reason of any security interest created or subsisting over or in respect of the Installation; and
 - (v) any collateral required to be in place under Condition 42 (*Collateral Requirement*) or 43 (*Acceptable Collateral*) of the Waste ICC Contract having been provided by or on behalf of the Substitute.
- (C) The Waste ICC Contract Counterparty shall notify the [Lender(s)]/[Security Trustee] and the Substitute of the Novation Date as soon as reasonably practicable after it has occurred.
- (D) At the [Lender(s)]/[Security Trustee]'s cost, the Waste ICC Contract Counterparty shall, subject to and in accordance with Condition 69.6 (*Permitted assignment by the Emitter*) of the Contract, enter into a direct agreement with the [Lender(s)]/[Security Trustee] (or such other representative of the lenders lending to such Substitute) and the Substitute on substantially the same terms as this Deed and effective from the Novation Date.

10. DURATION

10.1 This Deed shall commence on the date hereof and shall continue in full force and effect until the first to occur of:

- (A) the Finance Party Discharge Date;
- (B) expiry of the term of the Contract;
- (C) the termination or revocation of the Contract (in accordance with the Contract and this Deed); and
- (D) the NQE Termination Trigger Date,

in each case without prejudice to any accrued rights and obligations arising pursuant to this Deed existing at the date of termination.

10.2 The [Lender(s)]/[Security Trustee] shall promptly notify the Waste ICC Contract Counterparty of the occurrence of the Finance Party Discharge Date.

10.3 The [Lender(s)]/[Security Trustee] shall promptly notify the Waste ICC Contract Counterparty upon becoming aware of the occurrence of a Non-Qualification Event.

10.4 The [Lender(s)]/[Security Trustee] shall not exercise any rights under this Deed after becoming aware that a Non-Qualification Event is in operation as at the date when the right to exercise such rights would otherwise have arisen.

11. CHANGES TO PARTIES

11.1 Benefit of Deed

This Deed shall benefit and be binding on the Parties, their respective successors and any permitted assignee or transferee of all or some of a Party's rights and obligations under this Deed.

11.2 Assignment

Save as provided in Clause 9 (*Novation*) or Clause 11.3 (*Assignment by the [Lender(s)]/[Security Trustee]*), neither the [Lender(s)]/[Security Trustee] nor the Emitter may assign, transfer, novate or otherwise dispose of all or any of their respective rights, benefits or obligations under this Deed without the prior consent of the other Parties.

11.3 Assignment by the [Lender(s)]/[Security Trustee]

The [Lender(s)]/[Security Trustee] may assign or transfer [its]/[their respective] rights under this Deed to any successor [Lender(s)]/[Security Trustee] without the consent of the Waste ICC Contract Counterparty.

11.4 Emitter's Acknowledgement

The Emitter joins in this Deed to acknowledge and consent to the arrangements set out in it and agrees not knowingly to do or omit to do anything that may prevent either of the other Parties from enforcing its rights under this Deed.

12. NOTICES

12.1 Communications in Writing

Any communications to be made pursuant to or in connection with this Deed shall be made in writing and shall be effective only if they are in writing and in English. Faxes are not permitted but email is permitted.

12.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is as follows:

(A) Waste ICC Contract Counterparty

Address: Low Carbon Contracts Company Ltd, 10 South Colonnade, London, England, E14 4PU

Attention: [Head of Contract Management]

(B) [Lender(s)]/[Security Trustee]

Address: [●]

Attention: [●]

(C) Emitter

Address: [●]

Attention: [●]

12.3 Changes to Notice Details

A Party may change its notice details on giving notice to the other Party in accordance with this Clause 12 (*Notices*). Such notice shall be effective only from:

- (A) the date specified in such notice (being not less than three (3) Business Days after the date of delivery or deemed delivery of such notice); or
- (B) (if no date is specified in such notice or the date specified is fewer than three (3) Business Days after the date of delivery or deemed delivery of such notice) the date falling three (3) Business Days after the notification has been received.

12.4 Deemed Delivery

Any notice given pursuant to or in connection with this Deed shall, in the absence of evidence of earlier receipt, be deemed to have been received:

- (A) if delivered by hand, on the Business Day of delivery or, if delivered on a day other than a Business Day, on the next Business Day after the date of delivery;
- (B) if sent by first class post within the United Kingdom, on the third (3rd) Business Day after the day of posting;
- (C) if sent from one country to another, on the fifth (5th) Business Day after the day of posting; or
- (D) if sent by email, when sent except that an email shall be deemed not to have been sent if the sender receives a delivery failure notification,

provided that any notice given outside Working Hours in the place to which it is addressed (or, in the case of a notice sent by email, the location of the person to whom it is addressed) shall be deemed not to have been given until the start of the next period of Working Hours in such place.

13. MISCELLANEOUS

13.1 Limited Recourse

Notwithstanding any other provision of this Deed:

- (A) the liability of the Waste ICC Contract Counterparty pursuant to this Deed shall not exceed the aggregate of the amounts from time to time received and held by the Waste ICC Contract Counterparty, and allocated to the Waste ICC Contract, in accordance with the Funding Mechanism; and
- (B) the Waste ICC Contract Counterparty shall not be in default pursuant to this Deed in not making any payment that is due and owing if and to the extent that it shall not have received the amounts and other funds referred to in paragraph (A) above which are necessary to make such payment, but if and to the extent that such payment is not made, the Waste ICC Contract Counterparty shall continue to owe an amount equal to the amount of the payment due and owing but not paid and shall make such payment promptly and in any event within two (2) Business Days after and to the extent of its receipt of such corresponding and allocated amounts and other funds.

13.2 Amendments

This Deed may not be amended, waived, supplemented or otherwise varied unless in writing and signed by or on behalf of all of the Parties.

13.3 Remedies and Waivers

No failure to exercise, nor any delay in exercising, any power, right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

13.4 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

13.5 No Partnership

Neither this Deed nor any other agreement or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties.

13.6 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

13.7 Third Party Beneficiaries

- (A) Save as provided in paragraph (B) below, this Deed is intended for the sole and exclusive benefit of the Parties.
- (B) The Contracts (Rights of Third Parties) Act 1999 is expressly excluded save for:
 - (i) any rights of any Appointed Representative on and after the issue of a Step-In Undertaking by that Appointed Representative; or
 - (ii) any rights of any Substitute on and after any Novation Date under or in connection with Clause 9 (*Novation*),

in each case, as if they were a party to this Deed.
- (C) This Deed may be varied in any way and at any time by the Parties without the consent of any third party.

13.8 Entire Agreement

This Deed and the Contract constitute the entire agreement between the Parties with respect to the subject matter of this Deed.

13.9 Effect of this Deed

- (A) The Parties acknowledge and agree that the express or implied terms and conditions of this Deed shall, in the event of any inconsistency or conflict with the express or implied terms and conditions of the Contract, prevail over the relevant terms and conditions of the Contract.
- (B) Nothing in this Deed or the arrangements contemplated hereby shall prejudice the rights of any of the Finance Parties under the Finance Documents or any Security Documents or shall be construed as obliging the [Lender(s)]/[Security Trustee] to exercise any of [its]/[their respective] rights under the Security Documents or under this Deed.

14. GOVERNING LAW AND JURISDICTION

- (A) This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England.
- (B) The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed).

IN WITNESS WHEREOF this Deed has been duly executed and delivered as a deed on the date stated at the beginning of this Deed.

Waste ICC Contract Counterparty

EXECUTED and delivered as a **DEED** by)
LOW CARBON CONTRACTS COMPANY LTD)
 acting by its director/duly appointed attorney) Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

[Lender]/[Security Trustee]

EXECUTED and delivered as a **DEED** by)
[●])
 acting by its director/duly appointed attorney) Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

Emitter

EXECUTED and delivered as a DEED by)
 [●])
 acting by its director/duly appointed attorney) Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

Appendix 1
Form of Step-In Undertaking

[From the Appointed Representative]

From: [Appointed Representative]

To: Low Carbon Contracts Company Ltd

[insert address]

For the attention of: Head of Contract Management

Date: [insert date]

Dear Sir/Madam,

DIRECT AGREEMENT (the "Agreement")

1. In accordance with clause 6 (*Step-In*) of the Agreement, we undertake to you that we will:
 - (A) pay, or procure payment, to you within three (3) Business Days of the date hereof any sum that is due and payable to you by the Emitter but unpaid as of the date hereof;
 - (B) pay, or procure payment, to you any sum which becomes due and payable by the Emitter to you pursuant to the terms of the Contract during the Step-In Period which is not paid by the Emitter on the due date;
 - (C) perform or discharge, or procure the performance or discharge of, all outstanding performance obligations of the Emitter which have arisen or fallen due prior to the date hereof:
 - (i) within ten (10) Business Days of the date hereof; or
 - (ii) if the performance or discharge of any obligation is being disputed pursuant to the provisions of the Contract, within ten (10) Business Days of the same being agreed or finally determined; and
 - (D) perform or discharge, or procure the performance or discharge of, any performance obligations of the Emitter under the Contract which arise during the Step-In Period,

in each case in accordance with and subject to the terms of the Contract as if we were a party to the Contract in place of the Emitter.
2. This Step-In Undertaking may be terminated by the giving of a Step-Out Notice to you in accordance with clause 8 (*Step-Out*) of the Agreement and shall automatically terminate upon the Step-Out Date, save that we shall continue to be liable to you for outstanding obligations and liabilities arising prior to termination in accordance with clause 8(B) (*Step-Out*) of the Agreement.
3. All capitalised terms used in this letter shall have the meanings given them in the Agreement.
4. This Step-In Undertaking and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with it.

Yours faithfully,

.....

For and on behalf of

[Appointed Representative]

Appendix 2 Form of Novation Agreement

THIS NOVATION AGREEMENT is dated [●] and made as a deed BETWEEN:

- (1) **LOW CARBON CONTRACTS COMPANY LTD**, a company incorporated under the laws of England and Wales whose registered office is 10 South Colonnade, London, England, E14 4PU and whose company number is 08818711 (the **"Waste ICC Contract Counterparty"**);
- (2) **[insert name and details of the emitter]**, a company incorporated under the laws of [England and Wales] whose registered office is [●] and whose company number is [●] (the **"Emitter"**); and
- (3) **[insert name and details of the substitute]**, a company incorporated under the laws of [England and Wales] whose registered office is [●] and whose company number is [●] (the **"Substitute"**)

(together referred to as the **"Parties"**).

BACKGROUND

- (A) The Emitter, the Waste ICC Contract Counterparty and the [Lender(s)]/[Security Trustee] have entered into an agreement (the **"Direct Agreement"**) dated [●] pursuant to which the [Lender(s)]/[Security Trustee] [has]/[have] the right to require the rights and obligations of the Emitter under the Contract to be novated to a Substitute.
- (B) The Substitute has been identified as the Substitute for the purposes of clause 9 (*Novation*) of the Direct Agreement.
- (C) This is the Novation Agreement referred to in clause 9.3 (*Substitution Procedure*) of the Direct Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

Unless a contrary indication appears, words and expressions defined, or defined by reference, in the Direct Agreement have the same meanings in this Agreement.

2. Waste ICC Contract Counterparty Release and Discharge

With effect from the Novation Date, the Waste ICC Contract Counterparty releases and discharges the Emitter from all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or disputed, owing to the Waste ICC Contract Counterparty and arising out of or in respect of the Contract, save for the Emitter's obligations under Condition 60 (*Confidentiality*) of the Contract.

3. Emitter Release and Discharge

With effect from the Novation Date, the Emitter releases and discharges the Waste ICC Contract Counterparty from all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or disputed, owing to the Emitter and arising out of or in respect of the Contract.

4. **Substitute Assumption of Liabilities**

The Substitute undertakes to assume all the liabilities, duties and obligations of the Emitter of every description contained in the Contract, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed, and agrees to perform all the duties and to discharge all the liabilities and obligations of the Emitter under the Contract and to be bound by their terms and conditions in every way as if the Substitute were named in the Contract as a party in place of the Emitter from the date of the Contract.

5. **Waste ICC Contract Counterparty Agreement to Perform**

The Waste ICC Contract Counterparty agrees to perform all its duties and to discharge all its obligations under the Contract and to be bound by all the terms and conditions of the Contract in every way as if the Substitute were named in the Contract as a party in place of the Emitter from the date of the Contract.

6. **Replacement of Emitter by Substitute**

As from the Novation Date, reference to the Emitter (by whatsoever name known) in the Contract shall be deleted and replaced by reference to the Substitute.

7. **Outstanding Waste ICC Contract Counterparty Claims**

The Waste ICC Contract Counterparty shall not take any Waste ICC Contract Counterparty Enforcement Action by reason of any event notified in a Waste ICC Contract Counterparty Enforcement Notice or any act or omission by the [Lender(s)]/[Security Trustee], any Appointed Representative and/or the Emitter occurring prior to the Novation Date provided that the foregoing shall be without prejudice to the Waste ICC Contract Counterparty's remedies (including without limitation the right to take Waste ICC Contract Counterparty Enforcement Action) in respect of:

- (A) outstanding amounts properly due and payable to the Waste ICC Contract Counterparty on the Novation Date and which remain unpaid on the expiry of three (3) Business Days' notice from the Waste ICC Contract Counterparty to the Substitute that such amounts are due and payable; and
- (B) to the extent not covered by paragraph (A) above, any breach of a Step-In Undertaking or the Contract by an Appointed Representative, the Emitter or the [Lender(s)]/[Security Trustee] occurring prior to the Novation Date which has not been remedied upon the expiry of ten (10) Business Days' notice from the Waste ICC Contract Counterparty to the Substitute that such breach has not been remedied.

8. **Continuance of the Contract**

It is hereby agreed and declared that the Contract shall continue in full force and effect and that, as from the Novation Date, the terms and conditions of the Contract have only changed to the extent set out in this Agreement.

9. **Further Assurance**

The Parties shall perform such further acts and execute and deliver such further documents as may be required by law or reasonably requested by each other to implement the purposes of and to perfect this Agreement.

10. **Contract (Rights of Third Parties) Act 1999**

This Agreement does not create any rights under the Contract (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to it.

11. **Variations**

No variation of this Agreement shall be effective unless it is in writing and is signed by or on behalf of each of the parties to this Agreement.

12. **Notices**

Any notices to be served on the Substitute pursuant to the Contract shall be served in accordance with Condition 70 (*Notices*) of the Contract and to:

[insert Substitute contact details]

13. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.

14. **Governing Law and Jurisdiction**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF this Agreement has been executed and delivered as a deed on the date first stated above²⁵.

²⁵

Note to draft: execution blocks to be amended as appropriate

Waste ICC Contract Counterparty

EXECUTED and delivered as a **DEED** by)
LOW CARBON CONTRACTS COMPANY LTD)
 acting by its director/duly appointed attorney) Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

Emitter

EXECUTED and delivered as a **DEED** by)
[●])
 acting by its director/duly appointed attorney) Director/Attorney

in the presence of

Signature:

Print Name:

Address:

Occupation:

Annex 6

UK ETS Alignment Review

1. DEFINITIONS: ANNEX 6

1.1 In this Annex 6 (*UK ETS Alignment Review*):

"Alternative UK ETS MRV Methodology" has the meaning given to that term in paragraph 1.6(B) (*Purpose of UK ETS Conflict Review, UK ETS Alternative MRV Review, or Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Further UK ETS Conflict Review" means a review conducted by the Waste ICC Contract Counterparty pursuant to, and within the parameters specified in, paragraph 2 (*Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*) to determine any Required UK ETS Alignment Amendments which are necessary to address any UK ETS Conflict Change in Law;

"Further UK ETS Conflict Review Implementation Date" has the meaning given to that term in paragraph 2.6(B) (*Notification of outcome of Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Further UK ETS Conflict Review Notice" has the meaning given to that term in paragraph 2.3 (*Notification of Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Further UK ETS Conflict Review Outcome Notice" has the meaning given to that term in paragraph 2.6 (*Notification of outcome of Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Further UK ETS Conflict Review Proposals" has the meaning given to that term in paragraph 2.6(A) (*Notification of outcome of Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Further UK ETS Conflict Review Response Deadline" has the meaning given to that term in paragraph 2.3(B) (*Notification of Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Further UK ETS Conflict Review Response Notice" has the meaning given to that term in paragraph 2.4 (*Notification of Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Further UK ETS Conflict Review Trigger" means that, after the Further UK ETS Conflict Review Trigger Date has occurred and, notwithstanding that a UK ETS Conflict Review has occurred, there remains a UK ETS Conflict Change in Law;

"Further UK ETS Conflict Review Trigger Date" means the date which falls twenty (20) Business Days after the date on which the Emitter receives a UK ETS Alignment Review Outcome Notice from the Waste ICC Contract Counterparty relating to a UK ETS Conflict Review;

"Initial CRP Mechanism Amendment" has the meaning given to that term in paragraph 1.4 (*Purpose of UK ETS Initial CRP Principles Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Initial CRP Principles" has the meaning given to that term in paragraph 1 (*Initial CRP Principles*) of Part B (*Initial CRP Principles*);

"Initial CRP Principles Prioritisation" means the prioritisation of the Initial CRP Principles provided for in paragraph 2 (*Initial CRP Principles Prioritisation*) of Part B (*Initial CRP Principles*);

"Initial CRP Quality Criteria" in respect of a price source, means the Waste ICC Contract Counterparty having determined that, as at the UK ETS Alignment Review Response Deadline relating to the UK ETS Initial CRP Principles Review:

- (A) the underlying data used to compile or prepare such price source:
 - (i) is subject to reasonable procedures to ensure its accuracy and completeness;
 - (ii) is subject to reasonable procedures to ensure its retention by the administrator for a period of at least two (2) years such that it is capable of audit; and
 - (iii) consists only of transaction data with values derived using defined procedures and methodologies;
- (B) the methodology used by the administrator to prepare and compile such price source:
 - (i) is appropriately documented; and
 - (ii) may only be changed in accordance with documented change control procedures which provide adequate protection against conflicts of interest which exist or are reasonably likely to arise in connection with such methodology; and
- (C) the administrator of such price source and the submitters to such price source have effective organisational and administrative arrangements in place to identify and manage conflicts of interest and to protect commercial confidentiality,

and **"Initial CRP Quality Criterion"** shall be construed accordingly;

"Proposed UK ETS Alignment Expert" has the meaning given to that term in paragraph 3.3(A) (*Validity of UK ETS Alignment Dispute Notices*) of Part A (*UK ETS Alignment Review Procedures*);

"Proposed UK ETS Alignment Reversion Expert" has the meaning given to that term in paragraph 2.3(A) (*Validity of UK ETS Alignment Reversion Dispute Notices*) of Part C (*UK ETS Alignment Reversion Review*);

"Required UK ETS Alignment Amendment" has the meaning given to that term in paragraph 1.6 (*Purpose of UK ETS Conflict Review, UK ETS Alternative MRV Review or Further UK ETS Conflict Review*) of Part A (*UK ETS Alignment Review Procedures*);

"Required UK ETS Alignment Reversion Amendment" has the meaning given to that term in paragraph 1.3 (*Purpose of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Dispute" means a Dispute in relation to the outcome of the UK ETS Alignment Review or Further UK ETS Conflict Review;

"UK ETS Alignment Dispute Emitter" has the meaning given to that term in paragraph 3.1 (*Procedure for raising a Dispute*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Dispute Notice" has the meaning given to that term in paragraph 3.1 (*Procedure for raising a Dispute*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Dispute Threshold Criterion" has the meaning given to that term in paragraph 3.10 (*UK ETS Alignment Dispute Threshold Criterion*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Dispute Validity Notice" has the meaning given to that term in paragraph 3.3 (*Validity of UK ETS Alignment Dispute Notices*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Expert Appointment Threshold" has the meaning given to that term in paragraph 3.7 (*UK ETS Alignment Expert Appointment Threshold*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Reversion Dispute" means a Dispute in relation to the outcome of the UK ETS Alignment Reversion Review;

"UK ETS Alignment Reversion Dispute Emitter" has the meaning given to that term in paragraph 2.1 (*Procedure for raising a Dispute*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Dispute Notice" has the meaning given to that term in paragraph 2.1 (*Procedure for raising a Dispute*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Dispute Threshold Criterion" has the meaning given to that term in paragraph 2.10 (*UK ETS Alignment Reversion Dispute Threshold Criterion*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Dispute Validity Notice" has the meaning given to that term in paragraph 2.3 (*Validity of UK ETS Alignment Reversion Dispute Notices*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Expert Appointment Threshold" has the meaning given to that term in paragraph 2.7 (*UK ETS Alignment Reversion Expert Appointment Threshold*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Review" means a review conducted by the Waste ICC Contract Counterparty pursuant to, and within the parameters specified in, paragraph 1 (*UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*) to determine any Required UK ETS Alignment Reversion Amendments which are necessary to address any UK ETS Alignment Reversion Review Trigger;

"UK ETS Alignment Reversion Review Implementation Date" has the meaning given to that term in paragraph 1.7(B) (*Notification of outcome of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Review Notice" has the meaning given to that term in paragraph 1.4(A) (*Notification of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Review Outcome Notice" has the meaning given to that term in paragraph 1.7 (*Notification of outcome of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Review Proposals" has the meaning given to that term in paragraph 1.7(A) (*Notification of outcome of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Review Response Deadline" has the meaning given to that term in paragraph 1.4(B) (*Notification of outcome of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Review Response Notice" has the meaning given to that term in paragraph 1.5 (*Notification of outcome of UK ETS Alignment Reversion Review*) of Part C (*UK ETS Alignment Reversion Review*);

"UK ETS Alignment Reversion Review Trigger" means:

- (A) the Waste ICC Contract Counterparty determines that the Reversion UK ETS MRV Methodology Criterion has been met; or
- (B) the Emitter has demonstrated to the satisfaction of the Waste ICC Contract Counterparty (acting reasonably) that the Reversion UK ETS MRV Methodology Criterion has been met;

"UK ETS Alignment Review" means the UK ETS Initial CRP Principles Review, the UK ETS Conflict Review and/or the UK ETS Alternative MRV Review;

"UK ETS Alignment Review Implementation Date" has the meaning given to that term in paragraph 1.12(B) (*Notification of outcome of UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Review Notice" has the meaning given to that term in paragraph 1.71.8 (*Notification of UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Review Outcome Notice" has the meaning given to that term in paragraph 1.12 (*Notification of outcome of UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Review Proposals" has the meaning given to that term in paragraph 1.12(A) (*Notification of outcome of UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Review Response Deadline" has the meaning given to that term in paragraph 1.8(C) (*Notification of UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Review Response Notice" has the meaning given to that term in paragraph 1.9 (*Notification of UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*);

"UK ETS Alignment Review Trigger" means:

- (A) the replacement or repeal of, or an amendment to, the UK Emissions Trading Scheme (or the enactment of a new UK emissions trading scheme) has been effected by the relevant Competent Authority which will result in the relevant emissions trading scheme being applicable to CO₂ emissions arising from Eligible Waste Technologies and the Competent Authority having published all material information regarding the application of such emissions trading scheme to Eligible Waste Technologies; or
- (B) a determination by the Waste ICC Contract Counterparty that a Carbon Reference Price of zero (0) does not reflect the price that applies, or will apply from the UK ETS Carbon Pricing Commencement Date, to CO₂ emissions arising from Eligible Waste Technologies (in whatever form such price applies);

"UK ETS Alternative MRV Review" means a review conducted by the Waste ICC Contract Counterparty pursuant to, and within the parameters specified in, paragraph 1 (*UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*) to determine any Required UK ETS Alignment Amendments which are necessary to address any UK ETS Alternative MRV Event;

"UK ETS Carbon Pricing Commencement Date" means the date on which the Emitter is legally obliged to comply with the UK Emissions Trading Scheme or the new UK emissions trading scheme (as applicable) in relation to the application of a carbon price to CO₂ emissions arising from Eligible Waste Technologies;

"UK ETS Conflict Review" means a review conducted by the Waste ICC Contract Counterparty pursuant to, and within the parameters specified in, paragraph 1 (*UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*) to determine any Required UK ETS Alignment Amendments which are necessary to address any UK ETS Conflict Change in Law;

"UK ETS Initial CRP Principles Review" means a review conducted by the Waste ICC Contract Counterparty pursuant to, and within the parameters specified in, paragraph 1 (*UK ETS Alignment Review*) of Part A (*UK ETS Alignment Review Procedures*) to determine a Carbon Reference Price which is compliant with the Initial CRP Principles; and

"Waste ICC Reversion Review Emitter" means any Waste ICC Emitter to which the Waste ICC Contract Counterparty has given a UK ETS Alignment Reversion Review Notice.

Part A
UK ETS Alignment Review Procedures

1. UK ETS ALIGNMENT REVIEW

Undertaking of the UK ETS Alignment Review

1.1 Following the occurrence of any UK ETS Alignment Review Trigger, the Waste ICC Contract Counterparty:

- (A) may conduct the UK ETS Initial CRP Principles Review;
- (B) if the occurrence of such UK ETS Alignment Review Trigger will result in a UK ETS Conflict Change in Law, shall conduct the UK ETS Conflict Review; and
- (C) if the occurrence of such UK ETS Alignment Review Trigger will result in a UK ETS Alternative MRV Event, shall conduct the UK ETS Alternative MRV Review,

provided that the Waste ICC Contract Counterparty shall not be obliged to commence and carry out any UK ETS Conflict Review and/or UK ETS Alternative MRV Review (as applicable) later than the date which is:

- (i) in the case of a UK ETS Conflict Review, six (6) Months prior to the UK ETS Carbon Pricing Commencement Date; and
- (ii) in the case of a UK ETS Alternative MRV Review, twelve (12) Months after the UK ETS Carbon Pricing Commencement Date.

1.2 The Parties acknowledge and agree that:

(A) the UK ETS Alignment Review includes:

- (i) the UK ETS Initial CRP Principles Review;
- (ii) the UK ETS Conflict Review; and
- (iii) the UK ETS Alternative MRV Review,

and that such review processes may be conducted concurrently or independently by the Waste ICC Contract Counterparty in accordance with the requirements set out in this Annex 6, provided that the parties shall, in good faith, cooperate with a view to ensuring that the Waste ICC Contract Counterparty can conduct such review processes concurrently where feasible;

(B) in respect of any UK ETS Initial CRP Principles Review:

- (i) a revised Carbon Reference Price may only be determined pursuant to the UK ETS Initial CRP Principles Review on one (1) occasion during the Term; and
- (ii) if a revised Carbon Reference Price has been determined in accordance with this Annex 6 (*UK ETS Alignment Review*), the Carbon Reference Price and the Average Monthly Carbon Reference Price (and any consequential changes to Condition 5 (*Definitions: Part 4*) and Conditions 6.19 to 6.20 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*)) shall only be amended, supplemented or replaced in accordance with Annex 7 (*Carbon Reference Price Review*); and

- (C) a:
 - (i) UK ETS Conflict Review; and
 - (ii) UK ETS Alternative MRV Review,

may each only be conducted on one (1) occasion. Without limiting the Waste ICC Contract Counterparty's right to conduct the UK ETS Alternative MRV Review following the occurrence of any UK ETS Alignment Review Trigger, the Parties shall, in good faith, cooperate with a view to ensuring that the Waste ICC Contract Counterparty conducts the UK ETS Alternative MRV Review when the Waste ICC Contract Counterparty is reasonably certain which UK ETS MRV Methodologies will be permitted on and from the UK ETS Carbon Pricing Commencement Date.

1.3 If the Waste ICC Contract Counterparty conducts:

- (A) the UK ETS Initial CRP Principles Review, the UK ETS Conflict Review and the UK ETS Alternative MRV Review concurrently, the provisions set out in this Annex 6 (*UK ETS Alignment Review*) shall apply with no amendments; and
- (B) the UK ETS Initial CRP Principles Review independently of the UK ETS Conflict Review and/or UK ETS Alternative MRV Review:
 - (i) paragraphs 1.6 and 1.7, of this Part A (*UK ETS Alignment Review Procedures*) shall not apply to the UK ETS Initial CRP Principles Review;
 - (ii) paragraphs 1.4, 1.5, and 1.11 of this Part A (*UK ETS Alignment Review Procedures*) and Part B (*Initial CRP Principles*) shall not apply to the UK ETS Conflict Review and/or UK ETS Alternative MRV Review; and
 - (iii) the other provisions set out in this Annex 6 (*UK ETS Alignment Review*) shall apply but shall be read on the basis that the UK ETS Initial CRP Principles Review, the UK ETS Conflict Review and the UK ETS Alternative MRV Review are not being conducted concurrently by the Waste ICC Contract Counterparty.

Purpose of UK ETS Initial CRP Principles Review

1.4 If the Waste ICC Contract Counterparty elects to conduct a UK ETS Initial CRP Principles Review pursuant to paragraph 1.1, then the purpose of such UK ETS Initial CRP Principles Review shall be to assess the changes to Condition 1.1 (*Definitions and Interpretation*), Condition 5 (*Definitions: Part 4*), Conditions 6.19 to 6.20 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*) and this Annex 6 (*UK ETS Alignment Review*) which the Waste ICC Contract Counterparty considers to be necessary to ensure that the Carbon Reference Price is compliant with the Initial CRP Principles, which may include consideration of:

- (A) any applicable CRP Sources;
- (B) the application of any weighting (whether by volume or number of trades) with respect to any price sources to be used in the calculation of the Carbon Reference Price;
- (C) the methodology for calculating the Carbon Reference Price;
- (D) any applicable Carbon Pricing Phase-In Exemption;
- (E) any consequential changes to Condition 5 (*Definitions: Part 4*), Conditions 6.19 to 6.20 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles*

Review)) and this Annex 6 (*UK ETS Alignment Review*) which are necessary to give effect to any of the foregoing; and

- (F) the application of a new instrument to effect a trade of UK ETS Allowances (or a trade of any allowance, unit, certificate or other similar instrument created under a regulatory scheme other than the UK Emissions Trading Scheme),

(each such change, or any combination of such changes, an **"Initial CRP Mechanism Amendment"**).

- 1.5 If the Waste ICC Contract Counterparty considers that it is not possible to effect any Initial CRP Mechanism Amendment in a manner which will be compliant with all of the Initial CRP Principles, the Waste ICC Contract Counterparty shall assess which Initial CRP Mechanism Amendment should be effected in order to comply with the greatest number of Initial CRP Principles in accordance with the Initial CRP Principles Prioritisation.

Purpose of UK ETS Conflict Review, UK ETS Alternative MRV Review or Further UK ETS Conflict Review

- 1.6 If the Waste ICC Contract Counterparty elects to or is required to conduct a UK ETS Conflict Review or a UK ETS Alternative MRV Review pursuant to paragraph 1.1, or a Further UK ETS Conflict Review pursuant to paragraph 2.1, then the Waste ICC Contract Counterparty shall consider whether amendments or supplements to the Waste ICC Contract are necessary in order to:

- (A) if the occurrence of the relevant UK ETS Alignment Review Trigger or Further UK ETS Conflict Review Trigger (as applicable) will result in a UK ETS Conflict Change in Law, ensure that there is no direct conflict between the requirements set out in the Waste ICC Contract and the requirements of the UK ETS Expansion Change in Law, such that it is possible for the Emitter to comply with each set of requirements; and
- (B) if the occurrence of the relevant UK ETS Alignment Review Trigger will result in a UK ETS Alternative MRV Event, permit the Emitter to use the same UK ETS MRV Methodology used by the Relevant Emitters which satisfied the Alternative UK ETS MRV Methodology Criterion (the **"Alternative UK ETS MRV Methodology"**) for the purposes of the Waste ICC Contract,

provided that such amendments or supplements shall:

- (i) not affect the commercial intent of the Waste ICC Contract;
- (ii) not affect the overall balance of risk, rights and obligations between the Parties under the Waste ICC Contract; and
- (iii) preserve the integrity of Annex 13 (*Biogenic LTSS Requirements*), subject only to any amendments necessary to take into account the scope of:
 - (a) in the case of paragraph 1.6(A) above, the measurement, reporting and verification methodology(ies) permitted under the UK ETS Conflict Change in Law; and
 - (b) in the case of paragraph 1.6(B) above, the Alternative UK ETS MRV Methodology,

(each such change, or any combination of such changes, a **"Required UK ETS Alignment Amendment"**).

- 1.7 Without prejudice to paragraphs 1.1(C) and 1.6(B), if the occurrence of the relevant UK ETS Alignment Review Trigger will result in a UK ETS Conflict Change in Law and the UK ETS Conflict Change in Law permits more than one (1) measurement, reporting and verification methodology (but does not allow the methodology permitted under Annex 13 (*Biogenic LTSS Requirements*)), the Waste ICC Contract Counterparty shall (in its sole discretion) determine which methodology(ies) should be permitted for the purposes of the Required UK ETS Alignment Amendments.

Notification of UK ETS Alignment Review

- 1.8 If the Waste ICC Contract Counterparty elects to or is required to conduct a UK ETS Alignment Review pursuant to paragraph 1.1, the Waste ICC Contract Counterparty shall give a notice to the Emitter (a "**UK ETS Alignment Review Notice**") after such UK ETS Alignment Review Trigger has occurred. A UK ETS Alignment Review Notice shall specify:
- (A) the UK ETS Alignment Review Trigger which has occurred, including whether the UK ETS Alignment Review Trigger will result in a UK ETS Initial CRP Principles Review, a UK ETS Conflict Change in Law and/or a UK ETS Alternative MRV Event;
 - (B) whether the UK ETS Initial CRP Principles Review, the UK ETS Conflict Review and/or the UK ETS Alternative MRV Review (as applicable) will be conducted concurrently or separately; and
 - (C) a deadline by which the Emitter may provide a UK ETS Alignment Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the UK ETS Alignment Review Notice is received by the Emitter (the "**UK ETS Alignment Review Response Deadline**").
- 1.9 The Emitter may, as soon as reasonably practicable and no later than the UK ETS Alignment Review Response Deadline, give a notice to the Waste ICC Contract Counterparty (the "**UK ETS Alignment Review Response Notice**"). A UK ETS Alignment Review Response Notice:
- (A) shall include all of the Supporting Information which the Emitter wishes the Waste ICC Contract Counterparty to take account of in conducting the UK ETS Alignment Review; and
 - (B) may include proposals from the Emitter with respect to the manner in which the UK ETS Alignment Review Trigger should be addressed (including any proposals regarding Initial CRP Mechanism Amendments and, if applicable, any Required UK ETS Alignment Amendments, which the Emitter considers should be effected).
- 1.10 The Waste ICC Contract Counterparty may disregard any UK ETS Alignment Review Response Notice received by the Waste ICC Contract Counterparty after the UK ETS Alignment Review Response Deadline.

Carbon Reference Price during UK ETS Alignment Review

- 1.11 From the date on which the UK ETS Alignment Review Notice relating to the UK ETS Initial CRP Principles Review is given, the Carbon Reference Price and the Average Monthly Carbon Reference Price applicable prior to the commencement of the UK ETS Initial CRP Principles Review shall remain unamended pending the outcome of the UK ETS Initial CRP Principles Review.

Notification of outcome of UK ETS Alignment Review

- 1.12 The Waste ICC Contract Counterparty shall give a notice to the Emitter of the outcome of the UK ETS Alignment Review (a **"UK ETS Alignment Review Outcome Notice"**) as soon as reasonably practicable following the conclusion of the UK ETS Alignment Review. A UK ETS Alignment Review Outcome Notice shall:
- (A) set out the outcome of the UK ETS Alignment Review (including the details of any Initial CRP Mechanism Amendments and, if applicable, any Required UK ETS Alignment Amendments, which the Waste ICC Contract Counterparty proposes to effect) (the **"UK ETS Alignment Review Proposals"**) and, if paragraph 1.5 applies:
 - (i) a summary of the reasons for the Waste ICC Contract Counterparty having determined that it is not possible to effect any Initial CRP Mechanism Amendment in a manner which complies with all of the Initial CRP Principles; and
 - (ii) the Initial CRP Principles which the Waste ICC Contract Counterparty considers will be complied with by virtue of the Initial CRP Mechanism Amendments being effected; and
 - (B) specify the date from which any Initial CRP Mechanism Amendments and, if applicable, any Required UK ETS Alignment Amendments, are to take effect, such date being:
 - (i) no earlier than three (3) Months after the date on which the relevant UK ETS Alignment Review Outcome Notice is given (or such other earlier date as may be agreed by the Parties); and
 - (ii) in the case of Initial CRP Mechanism Amendments, no earlier than the UK ETS Carbon Pricing Commencement Date,
- (the **"UK ETS Alignment Review Implementation Date"**).

UK ETS Alignment Review: Disputes

- 1.13 Paragraph 3 (*UK ETS Alignment Reviews: Disputes Process*) shall apply to any Dispute relating to the outcome of a UK ETS Alignment Review carried out pursuant to this paragraph 1 (*UK ETS Alignment Reviews*).
- 1.14 Subject to paragraph 3.9, the Initial CRP Mechanism Amendments and, if applicable, any Required UK ETS Alignment Amendments, set out in a UK ETS Alignment Review Outcome Notice shall take effect on the UK ETS Alignment Review Implementation Date specified in that UK ETS Alignment Review Outcome Notice.

2. FURTHER UK ETS CONFLICT REVIEW

Undertaking of the Further UK ETS Conflict Review

- 2.1 Following the occurrence of any Further UK ETS Conflict Review Trigger, the Waste ICC Contract Counterparty shall conduct a Further UK ETS Conflict Review, provided that the Waste ICC Contract Counterparty shall not be obliged to commence and carry out any Further UK ETS Conflict Review later than the date which is four (4) Months prior to the UK ETS Carbon Pricing Commencement Date.
- 2.2 The Parties acknowledge and agree that a Further UK ETS Conflict Review may only be conducted on one (1) occasion during the Term.

Notification of Further UK ETS Conflict Review

- 2.3 If the Waste ICC Contract Counterparty is required to conduct a Further UK ETS Conflict Review pursuant to paragraph 2.1, the Waste ICC Contract Counterparty shall give a notice to the Emitter (a **"Further UK ETS Conflict Review Notice"**). A Further UK ETS Conflict Review Notice shall specify:
- (A) the UK ETS Conflict Change in Law which remains; and
 - (B) a deadline by which the Emitter may provide a Further UK ETS Conflict Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the Further UK ETS Conflict Review Notice is received by the Emitter (the **"Further UK ETS Conflict Review Response Deadline"**).
- 2.4 The Emitter may, as soon as reasonably practicable and no later than the Further UK ETS Conflict Review Response Deadline, give a notice to the Waste ICC Contract Counterparty (the **"Further UK ETS Conflict Review Response Notice"**). A Further UK ETS Conflict Review Response Notice:
- (A) shall include all of the Supporting Information which the Emitter wishes the Waste ICC Contract Counterparty to take account of in conducting the Further UK ETS Conflict Review; and
 - (B) may include proposals from the Emitter with respect to the manner in which the UK ETS Conflict Change in Law should be addressed (including any proposals regarding Required UK ETS Alignment Amendments which the Emitter considers should be effected).
- 2.5 The Waste ICC Contract Counterparty may disregard any Further UK ETS Conflict Review Response Notice received by the Waste ICC Contract Counterparty after the Further UK ETS Conflict Review Response Deadline.

Notification of outcome of Further UK ETS Conflict Review

- 2.6 The Waste ICC Contract Counterparty shall give a notice to the Emitter of the outcome of the Further UK ETS Conflict Review (a **"Further UK ETS Conflict Review Outcome Notice"**) as soon as reasonably practicable following the conclusion of the Further UK ETS Conflict Review. A Further UK ETS Conflict Review Outcome Notice shall:
- (A) set out the outcome of the Further UK ETS Conflict Review (including the details of any Required UK ETS Alignment Amendments, which the Waste ICC Contract Counterparty proposes to effect) (the **"Further UK ETS Conflict Review Proposals"**); and
 - (B) specify the date from which any Required UK ETS Alignment Amendments are to take effect, such date being no earlier than one (1) Month after the date on which the Further UK ETS Conflict Review Outcome Notice is given (or such other earlier date as may be agreed by the Parties (acting reasonably)) (the **"Further UK ETS Conflict Review Implementation Date"**).

Further UK ETS Conflict Review: Disputes

- 2.7 Paragraph 3 (*UK ETS Alignment Reviews: Disputes Process*) shall apply to any Dispute relating to the outcome of a Further UK ETS Conflict Review carried out pursuant to this paragraph 2 (*Further UK ETS Conflict Review*).

- 2.8 Subject to paragraph 3.9, the Required UK ETS Alignment Amendments set out in the Further UK ETS Conflict Review Outcome Notice shall take effect on the Further UK ETS Conflict Review Implementation Date.

3. **UK ETS ALIGNMENT REVIEWS: DISPUTE PROCESS**

Procedure for raising a Dispute

- 3.1 The Emitter may, no later than twenty (20) Business Days after receipt of a UK ETS Alignment Review Outcome Notice or Further UK ETS Conflict Review Outcome Notice (as applicable), give a notice to the Waste ICC Contract Counterparty that it wishes to raise a Dispute in relation to the outcome of such UK ETS Alignment Review or Further UK ETS Conflict Review (as applicable) (a **"UK ETS Alignment Dispute Notice"** and any such Emitter, a **"UK ETS Alignment Dispute Emitter"**). Each UK ETS Alignment Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Conditions 44.3(A) to 44.3(H) (*Outline of Dispute Resolution Procedure*) (inclusive).

Validity of UK ETS Alignment Dispute Notices

- 3.2 The Emitter acknowledges and agrees that all UK ETS Alignment Dispute Notices shall be invalid and of no effect if the UK ETS Alignment Dispute Threshold Criterion in respect of the relevant UK ETS Alignment Dispute is not met.
- 3.3 The Waste ICC Contract Counterparty shall notify the Emitter no later than twenty (20) Business Days after the UK ETS Alignment Dispute Threshold Criterion has been met (irrespective of whether or not the Emitter is a UK ETS Alignment Dispute Emitter) (a **"UK ETS Alignment Dispute Validity Notice"**). A UK ETS Alignment Dispute Validity Notice shall:
- (A) include a proposal as to the identity, and terms of reference, of an Expert to determine the UK ETS Alignment Dispute (the **"Proposed UK ETS Alignment Expert"**) and details of the relevant expertise that the Waste ICC Contract Counterparty considers qualifies the Proposed UK ETS Alignment Expert to determine such UK ETS Alignment Dispute (being a person fulfilling the requirements of Condition 46.2 (*Expert Determination Procedure*) and having no conflict of interest which prevents the Proposed UK ETS Alignment Expert from determining the UK ETS Alignment Dispute);
 - (B) comply with the requirements of an Expert Determination Notice as specified in Condition 46.1 (*Expert Determination Procedure*); and
 - (C) comply with the requirements of a Consolidation Request as specified in Condition 48.2 (*Consolidation of Connected Disputes*).

Permitted bases of Dispute: UK ETS Alignment Review and Further UK ETS Conflict Review

- 3.4 For the purposes of paragraph 3.1, the Emitter acknowledges and agrees that it may only raise a Dispute with respect to the outcome of any UK ETS Alignment Review or Further UK ETS Conflict Review (as applicable) if:
- (A) the Waste ICC Contract Counterparty has acted unreasonably in failing to pay due regard to the Supporting Information which the Emitter requested the Waste ICC Contract Counterparty to take account of in undertaking the UK ETS Alignment Review or Further UK ETS Conflict Review (as applicable) (as set out in its UK ETS Alignment Review Response Notice or Further UK ETS Conflict Review Response Notice (as applicable));

- (B) in relation to a UK ETS Initial CRP Principles Review only, the Waste ICC Contract Counterparty has proposed to effect an Initial CRP Mechanism Amendment which was stated in the UK ETS Alignment Review Outcome Notice to be compliant with all of the Initial CRP Principles and the Emitter considers that such Initial CRP Mechanism Amendment contravenes one (1) or more of the Initial CRP Principles;
- (C) in relation to a UK ETS Initial CRP Principles Review only, the Waste ICC Contract Counterparty has proposed to effect an Initial CRP Mechanism Amendment on the basis contemplated by paragraph 1.5 and the Emitter considers that either:
 - (i) one (1) or more of the proposed Initial CRP Mechanism Amendments contravenes one (1) of the Initial CRP Principles which the Waste ICC Contract Counterparty considers would be complied with by virtue of such Initial CRP Mechanism Amendment being effected; or
 - (ii) an alternative Initial CRP Mechanism Amendment complies with a greater number of Initial CRP Principles (in accordance with the Initial CRP Principles Prioritisation) than the Initial CRP Mechanism Amendments contained within the relevant UK ETS Alignment Review Proposals; or
- (D) in relation to a UK ETS Conflict Review and a Further UK ETS Conflict Review only, a direct conflict between the requirements set out in the Waste ICC Contract and the requirements of the UK ETS Expansion Change in Law remains, notwithstanding the Required UK ETS Alignment Amendments proposed to be effected by the Waste ICC Contract Counterparty,

and any UK ETS Alignment Dispute Notice which is based upon grounds other than those specified in this paragraph 3.4 shall be invalid and of no effect.

Resolution of valid UK ETS Alignment Disputes

3.5 If:

- (A) the UK ETS Alignment Dispute Threshold Criterion is met in respect of any UK ETS Alignment Dispute; and
- (B) the relevant UK ETS Alignment Dispute complies with paragraph 3.4,

then such UK ETS Alignment Dispute shall be finally resolved in accordance with paragraph 3.6.

3.6 If paragraph 3.5 applies to any UK ETS Alignment Dispute:

- (A) Condition 45 (*Resolution by Senior Representatives*) shall not apply to such UK ETS Alignment Dispute;
- (B) no agreement between the Emitter and the Waste ICC Contract Counterparty to settle the relevant UK ETS Alignment Dispute shall be valid and binding unless such resolution is agreed with all Waste ICC Emitters, unless (and only to the extent that) the relevant UK ETS Alignment Dispute relates to a UK ETS Alternative MRV Review;
- (C) the Arbitration Procedure shall not apply to such UK ETS Alignment Dispute;
- (D) the Emitter agrees not to raise any objection to the consolidation of such UK ETS Alignment Dispute in accordance with Condition 48 (*Consolidation of Connected Disputes*);

- (E) the Expert Determination Procedure shall apply to such UK ETS Alignment Dispute on the basis that:
- (i) if the UK ETS Alignment Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall be deemed to have satisfied the requirements of, and to have given an Expert Determination Notice pursuant to, Condition 46.1 (*Expert Determination Procedure*) and the Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed UK ETS Alignment Expert;
 - (ii) if the UK ETS Alignment Expert Appointment Threshold is not met:
 - (a) the Waste ICC Contract Counterparty may, within ten (10) Business Days, either:
 - (1) make an alternative proposal as to the identity of an Expert to determine the UK ETS Alignment Dispute, in which case paragraphs 3.3(A) and 3.6(E)(i), and this paragraph 3.6(E)(ii)(a)(1), shall apply to such proposed Expert as if that Expert were a Proposed UK ETS Alignment Expert; or
 - (2) request the LCIA to nominate an Expert for the purposes of determining the UK ETS Alignment Dispute in accordance with Condition 46.4 (*Expert Determination Procedure*); and
 - (b) the terms of reference of the Proposed UK ETS Alignment Expert (or any Expert nominated by the LCIA pursuant to paragraph 3.6(E)(ii)(a)(2)) shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Waste ICC Emitter or, to the extent that such UK ETS Alignment Dispute relates to a UK ETS Alternative MRV Event only, the Emitter), and shall be binding on the Parties, provided that such terms of reference are sufficiently broad to enable the Expert to determine the UK ETS Alignment Dispute;
 - (iii) if the Waste ICC Contract Counterparty and the Waste ICC Emitters fail to agree on the terms of appointment of the Expert within ten (10) Business Days of the identity of the Expert having been agreed (or deemed to have been agreed) pursuant to paragraph 3.6(E)(i) or having been nominated by the LCIA pursuant to paragraph 3.6(E)(ii)(a)(2), such terms shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Waste ICC Emitter), and shall be binding on the Parties, provided that the terms of appointment comply with the requirements of this paragraph 3.6(E)(iii), Condition 46.5(B) and Condition 46.5(C) (*Expert Determination Procedure*);
 - (iv) Condition 46.5 (*Expert Determination Procedure*) shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:
 - (a) the Emitter to the Expert in consequence of, or in respect of, their appointment as the Expert to any other Waste ICC Emitter or the Waste ICC Contract Counterparty; or

- (b) the Waste ICC Contract Counterparty in consequence of, or in respect of, their appointment as the Expert to any Waste ICC Emitter (including the Emitter);
 - (v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the UK ETS Alignment Dispute, to afford the Emitter an opportunity to make submissions in respect of the UK ETS Alignment Dispute. In the case of any UK ETS Alignment Dispute which relates to a UK ETS Initial CRP Principles Review, a UK ETS Conflict Review and/or a Further UK ETS Conflict Review only, such opportunity will be afforded irrespective of whether or not the Emitter is a UK ETS Alignment Dispute Emitter;
 - (vi) if the circumstances described in Condition 46.8 (*Expert Determination Procedure*) arise, paragraphs 3.3(A), 3.6(E)(i) and 3.6(E)(ii) shall apply, with the necessary modifications, to the appointment of a replacement Expert;
 - (vii) for the purposes of Condition 46.12 (*Expert Determination Procedure*), the Expert shall be: (i) required to include in their determination provision for the allocation of their fees and the costs and expenses of the Waste ICC Contract Counterparty among each of the UK ETS Alignment Dispute Emitters in such manner as the Expert, in their absolute discretion, determines is fair and equitable if the Expert makes a determination against the UK ETS Alignment Dispute Emitters; and (ii) permitted to allocate their fees and the costs and expenses of the Waste ICC Contract Counterparty in such manner as the Expert determines is fair and equitable if the Expert makes a determination in favour of the UK ETS Alignment Dispute Emitters; and
 - (viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all CCUS Programme Waste ICC Contracts, unless (and to the extent that) such UK ETS Alignment Dispute relates to a UK ETS Alternative MRV Review;
- (F) the Emitter acknowledges and agrees that the determination of the Expert in any UK ETS Alignment Dispute shall be applied to all CCUS Programme Waste ICC Contracts, irrespective of whether the Emitter was a party to the UK ETS Alignment Dispute giving rise to that determination, unless (and to the extent that) such UK ETS Alignment Dispute relates to a UK ETS Alternative MRV Event;
 - (G) in relation to a UK ETS Initial CRP Principles Review only, if the UK ETS Alignment Dispute falls within paragraph 3.4(A), paragraph 3.4(B) or paragraph 3.4(C)(i), the Expert shall be instructed to determine whether the Initial CRP Mechanism Amendments contravene the Initial CRP Principles (or such of the Initial CRP Principles as were specified by the Waste ICC Contract Counterparty as being complied with by virtue of the proposed implementation of the Initial CRP Mechanism Amendments) and, if the Expert finds in favour of the Emitter, to include within their determination: (i) an Initial CRP Mechanism Amendment which will comply with all of the Initial CRP Principles; or (ii) (if the Expert considers that it is not possible to effect any Initial CRP Mechanism Amendment in a manner which will be compliant with all of the Initial CRP Principles) the Initial CRP Mechanism Amendment which will comply with the greatest number of Initial CRP Principles in accordance with the Initial CRP Principles Prioritisation;
 - (H) in relation to a UK ETS Initial CRP Principles Review only, if the UK ETS Alignment Dispute falls within paragraph 3.4(C)(ii), the Expert shall be instructed to determine whether the Initial CRP Mechanism Amendments proposed by the Emitter would result in compliance with a greater number of Initial CRP Principles (in accordance with the

Initial CRP Principles Prioritisation) than the Initial CRP Mechanism Amendments contained within the relevant UK ETS Alignment Review Proposals and, if the Expert finds in favour of the Emitter, to stipulate the Initial CRP Mechanism Amendments which will comply with the greatest number of Initial CRP Principles in accordance with the Initial CRP Principles Prioritisation;

- (I) in relation to a UK ETS Initial CRP Principles Review only, notwithstanding paragraphs (G) and (H) above, the Expert shall not be permitted to include within their determination any alternative Initial CRP Mechanism Amendments to those contained within the relevant UK ETS Alignment Review Proposals unless such proposals contravene one (1) or more principles and the Expert has determined that there is an Initial CRP Mechanism Amendment which will comply with a greater number of Initial CRP Principles (in accordance with the Initial CRP Principles Prioritisation) than the relevant UK ETS Alignment Review Proposals and, as such, the Expert's role shall not extend to an assessment of whether the relevant UK ETS Alignment Review Proposals represent an optimal solution in the context of the parameters contemplated by the Initial CRP Principles; and
- (J) if the UK ETS Alignment Dispute falls within paragraph 3.4(D), the Expert shall be instructed to determine whether a direct conflict between the requirements set out in the Waste ICC Contract and the requirements of the UK ETS Expansion Change in Law remains, notwithstanding the relevant Required UK ETS Alignment Amendments and, if the Expert finds in favour of the Emitter, to include within their determination the Required UK ETS Alignment Amendments which will address any such direct conflict (provided that the Expert's role shall not extend to an assessment of whether the UK ETS Alignment Review Proposals represent an optimal solution in the context of the parameters contemplated by the principles set out in paragraphs 1.6(B)(i) to 1.6(B)(iii)).

UK ETS Alignment Expert Appointment Threshold

3.7 Subject to paragraph 3.11, for the purposes of paragraphs 3.6(E)(i) and 3.6(E)(ii), the **"UK ETS Alignment Expert Appointment Threshold"** is that thirty per cent. (30%) or more of Waste ICC Emitters, by mass quantity or number, have consented, or not objected in writing, to both the identity and the terms of reference of the Proposed UK ETS Alignment Expert. For the purposes of determining whether the UK ETS Alignment Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall calculate:

- (A) the number of Waste ICC Emitters which have consented or have been deemed to have consented to the Proposed UK ETS Alignment Expert as a percentage of the total number of Waste ICC Emitters; and
- (B) the mass quantity attributable to CCUS Programme Waste ICC Contracts to which Waste ICC Emitters which have consented or have been deemed to have consented to the Proposed UK ETS Alignment Expert are party as a percentage of the total mass quantity attributable to CCUS Programme Waste ICC Contracts (and, for this purpose, **"mass quantity"** shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme Waste ICC Contract).

Provisions applying pending resolution of a UK ETS Alignment Dispute

3.8 If there is a valid UK ETS Alignment Dispute requiring resolution in accordance with the provisions of paragraphs 3.5 to 3.7 then, pending resolution of such UK ETS Alignment Dispute, paragraph 3.9 shall apply.

- 3.9 If there is a valid UK ETS Alignment Dispute relating to a UK ETS Alignment Review or Further UK ETS Conflict Review (as applicable):
- (A) the relevant UK ETS Alignment Review Outcome Notice or Further UK ETS Conflict Review Outcome Notice (as applicable) shall be deemed to be valid and effective and the UK ETS Alignment Review Proposals or Further UK ETS Conflict Review Proposals (as applicable) shall apply with effect from the UK ETS Alignment Review Implementation Date specified in that UK ETS Alignment Review Outcome Notice or Further UK ETS Conflict Review Outcome Notice (as applicable); and
 - (B) if the Expert finds in favour of the Emitter, the Initial CRP Mechanism Amendments and, if applicable, the Required UK ETS Alignment Amendments, provided for in the determination of such Expert shall be implemented on a date falling no earlier than three (3) Months after the date on which the Expert has made their determination.

UK ETS Alignment Dispute Threshold Criterion

- 3.10 Subject to paragraph 3.11, for the purposes of this paragraph 3 (*UK ETS Alignment Reviews: Dispute Process*), the **"UK ETS Alignment Dispute Threshold Criterion"** is that thirty per cent. (30%) or more of Waste ICC Emitters, by mass quantity or number, have given the Waste ICC Contract Counterparty a UK ETS Alignment Dispute Notice in respect of any given UK ETS Alignment Dispute prior to the date specified in paragraph 3.1. For the purposes of determining whether the UK ETS Alignment Dispute Threshold Criterion is met, the Waste ICC Contract Counterparty shall calculate:
- (A) the number of Waste ICC Emitters which have given a UK ETS Alignment Dispute Notice as a percentage of the total number of Waste ICC Emitters; and
 - (B) the mass quantity attributable to CCUS Programme Waste ICC Contracts to which Waste ICC Emitters which have given a UK ETS Alignment Dispute Notice are party as a percentage of the total mass quantity attributable to CCUS Programme Waste ICC Contracts (and, for this purpose, **"mass quantity"** shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme Waste ICC Contract).
- 3.11 To the extent that a UK ETS Alignment Dispute relates to a UK ETS Alternative MRV Event:
- (A) the **"UK ETS Alignment Expert Appointment Threshold"** is that the Emitter has consented, or not objected in writing, to both the identity and the terms of reference of the Proposed UK ETS Alignment Expert; and
 - (B) the **"UK ETS Alignment Dispute Threshold Criterion"** is that the Emitter has given the Waste ICC Contract Counterparty a UK ETS Alignment Dispute Notice in respect of any given UK ETS Alignment Dispute prior to the date specified in paragraph 3.1.

Part B
Initial CRP Principles

1. INITIAL CRP PRINCIPLES

The following are the "**Initial CRP Principles**":

- (A) Save in respect of a UK ETS Alignment Review Trigger that has led to the introduction of separate emissions trading, carbon pricing (in whatever form such price applies) or similar schemes within the separate constituent countries of the United Kingdom, the calculation of the Carbon Reference Price shall:
 - (i) be the same for all CCUS Programme Waste ICC Contracts; and
 - (ii) reflect the price that applies to CO₂ emissions arising from Eligible Waste Technologies (in whatever form such price applies).
- (B) The Carbon Reference Price shall be calculated using prices in respect of contracts as far in advance of the sale of UK ETS Allowances pursuant to such contracts as possible, provided that, for this purpose, the Carbon Reference Price calculation shall not include prices that are quoted further in advance than the last trading day for the relevant contract for the sale of UK ETS Allowances.
- (C) The Carbon Reference Price shall be calculated so as to reflect a reasonable volume of trades from a reasonable number and diverse range of market participants.
- (D) The Carbon Reference Price shall be calculated so as not to unduly dampen, dilute, disrupt or otherwise distort components of the UK Emissions Trading Scheme (or any other emissions trading scheme in respect of CO₂ emissions arising from Eligible Waste Technologies) that would, absent the existence of CCUS Programme Waste ICC Contracts, contribute to the operational behaviour of participants in, and the pricing of allowances under, such scheme.
- (E) The Carbon Reference Price shall be calculated using price sources which are available to the Waste ICC Contract Counterparty on commercially reasonable terms.
- (F) The Carbon Reference Price calculation is to utilise price sources which satisfy the Initial CRP Quality Criteria.

2. INITIAL CRP PRINCIPLES PRIORITISATION

If:

- (A) the application of any combination of the Initial CRP Principles gives rise to a conflict; or
- (B) it is not possible for a methodology for calculating the Carbon Reference Price to satisfy all of the Initial CRP Principles,

the Initial CRP Principle first appearing in the list in paragraph 1 (*Initial CRP Principles*) shall be afforded priority.

Part C
UK ETS Alignment Reversion Review

1. UK ETS ALIGNMENT REVERSION REVIEW

Undertaking of the UK ETS Alignment Reversion Review

- 1.1 Upon the occurrence of the UK ETS Alignment Reversion Review Trigger, the Waste ICC Contract Counterparty shall conduct a UK ETS Alignment Reversion Review.
- 1.2 The Parties acknowledge and agree that a UK ETS Alignment Reversion Review may only be conducted on one (1) occasion during the Term.

Purpose of UK ETS Alignment Reversion Review

- 1.3 If the Waste ICC Contract Counterparty is required to conduct a UK ETS Alignment Reversion Review pursuant to paragraph 1.1, then the purpose of such UK ETS Alignment Reversion Review shall be to determine which amendments or supplements to the Waste ICC Contract are necessary in order to:
- (A) effect a reinstatement of the version of Annex 13 (*Biogenic LTSS Requirements*) applying immediately prior to the UK ETS Alignment Review Outcome Notice which relates to a UK ETS Alternative MRV Review, amended to include:
 - (i) any Required UK ETS Alignment Amendments set out in any UK ETS Alignment Review Outcome Notice which relates to a UK ETS Conflict Review or in any Further UK ETS Conflict Review Outcome Notice; and
 - (ii) amendments (if any) which the Waste ICC Contract Counterparty considers (in its sole discretion) are reasonably practicable and economic to effect and to administer in order to more closely align Annex 13 (*Biogenic LTSS Requirements*) with the precise UK ETS MRV Methodology used by the Relevant Emitters which satisfied the Reversion UK ETS MRV Methodology Criterion;
 - (B) reverse any QCiL Strike Price Adjustment(s), QCiL True-Up Strike Price Adjustment(s) and any other QCiL Compensation effected as a result of a UK ETS Alternative MRV Event pursuant to a UK ETS Alternative MRV Review that would otherwise apply in relation to the period following the UK ETS Alignment Reversion Review Implementation Date;
 - (C) provide the Waste ICC Contract Counterparty with the benefit of all savings (including avoided out-of-pocket costs, insurance proceeds and other compensation) which have been, will be or are reasonably likely to be made or received in respect of the Project by the Emitter arising directly from the Required UK ETS Alignment Reversion Amendments referred to in paragraph 1.3(A)(ii); and
 - (D) effect any consequential changes to the Waste ICC Contract which are necessary to give effect to any of the foregoing,

(each such change, or any combination of such changes, a **"Required UK ETS Alignment Reversion Amendment"**).

Notification of UK ETS Alignment Reversion Review

- 1.4 If the Waste ICC Contract Counterparty is required to conduct a UK ETS Alignment Reversion Review pursuant to paragraph 1.1, the Waste ICC Contract Counterparty shall give a notice to

the Emitter (a **"UK ETS Alignment Reversion Review Notice"**) after such UK ETS Alignment Reversion Review Trigger has occurred. A UK ETS Alignment Reversion Review Notice shall specify:

- (A) that the UK ETS Alignment Reversion Review Trigger has occurred; and
 - (B) a deadline by which the Emitter may provide a UK ETS Alignment Reversion Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the UK ETS Alignment Reversion Review Notice is received by the Emitter (the **"UK ETS Alignment Reversion Review Response Deadline"**).
- 1.5 The Emitter may, as soon as reasonably practicable and no later than the UK ETS Alignment Reversion Review Response Deadline, give a notice to the Waste ICC Contract Counterparty (the **"UK ETS Alignment Reversion Review Response Notice"**). A UK ETS Alignment Reversion Review Response Notice shall include all of the Supporting Information which the Emitter wishes the Waste ICC Contract Counterparty to take account of in conducting the UK ETS Alignment Reversion Review.
- 1.6 The Waste ICC Contract Counterparty may disregard any UK ETS Alignment Reversion Review Response Notice received by the Waste ICC Contract Counterparty after the UK ETS Alignment Reversion Review Response Deadline.

Notification of outcome of UK ETS Alignment Reversion Review

- 1.7 The Waste ICC Contract Counterparty shall give a notice to the Emitter of the outcome of the UK ETS Alignment Reversion Review (a **"UK ETS Alignment Reversion Review Outcome Notice"**) as soon as reasonably practicable following the conclusion of the UK ETS Alignment Reversion Review. A UK ETS Alignment Reversion Review Outcome Notice shall:
- (A) set out the outcome of the UK ETS Alignment Reversion Review (including the details of any Required UK ETS Alignment Reversion Amendments, which the Waste ICC Contract Counterparty proposes to effect) (the **"UK ETS Alignment Reversion Review Proposals"**); and
 - (B) specify the date from which any Required UK ETS Alignment Reversion Amendments are to take effect, such date being no earlier than one (1) Month after the date on which the UK ETS Alignment Reversion Review Outcome Notice is given (or such other earlier date as may be agreed by the Parties) (the **"UK ETS Alignment Reversion Review Implementation Date"**).

UK ETS Alignment Reversion Review: Disputes

- 1.8 Paragraph 2 (*UK ETS Alignment Reversion Reviews: Dispute Process*) shall apply to any Dispute relating to the outcome of a UK ETS Alignment Reversion Review carried out pursuant to this paragraph 1 (*UK ETS Alignment Reversion Review*).
- 1.9 Subject to paragraph 2.9, the Required UK ETS Alignment Reversion Amendment(s) set out in the UK ETS Alignment Reversion Review Outcome Notice shall take effect on the UK ETS Alignment Reversion Review Implementation Date.

2. UK ETS ALIGNMENT REVERSION REVIEWS: DISPUTE PROCESS

Procedure for raising a Dispute

- 2.1 The Emitter may, no later than twenty (20) Business Days after receipt of a UK ETS Alignment Reversion Review Outcome Notice, give a notice to the Waste ICC Contract Counterparty that it wishes to raise a Dispute in relation to the outcome of such UK ETS Alignment Reversion

Review (a **"UK ETS Alignment Reversion Dispute Notice"** and any such Emitter, a **"UK ETS Alignment Reversion Dispute Emitter"**). Each UK ETS Alignment Reversion Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Conditions 44.3(A) to 44.3(H) (*Outline of Dispute Resolution Procedure*) (inclusive).

Validity of UK ETS Alignment Reversion Dispute Notices

- 2.2 The Emitter acknowledges and agrees that all UK ETS Alignment Reversion Dispute Notices shall be invalid and of no effect if the UK ETS Alignment Reversion Dispute Threshold Criterion in respect of the relevant UK ETS Alignment Reversion Dispute is not met.
- 2.3 The Waste ICC Contract Counterparty shall notify the Emitter no later than twenty (20) Business Days after the UK ETS Alignment Reversion Dispute Threshold Criterion has been met (irrespective of whether or not the Emitter is a UK ETS Alignment Reversion Dispute Emitter) (a **"UK ETS Alignment Reversion Dispute Validity Notice"**). A UK ETS Alignment Reversion Dispute Validity Notice shall:
- (A) include a proposal as to the identity, and terms of reference, of an Expert to determine the UK ETS Alignment Reversion Dispute (the **"Proposed UK ETS Alignment Reversion Expert"**) and details of the relevant expertise that the Waste ICC Contract Counterparty considers qualifies the Proposed UK ETS Alignment Reversion Expert to determine such UK ETS Alignment Reversion Dispute (being a person fulfilling the requirements of Condition 46.2 (*Expert Determination Procedure*) and having no conflict of interest which prevents the Proposed UK ETS Alignment Reversion Expert from determining the UK ETS Alignment Reversion Dispute);
 - (B) comply with the requirements of an Expert Determination Notice as specified in Condition 46.1 (*Expert Determination Procedure*); and
 - (C) comply with the requirements of a Consolidation Request as specified in Condition 48.2 (*Consolidation of Connected Disputes*).

Permitted bases of Dispute: UK ETS Alignment Reversion Review

- 2.4 For the purposes of paragraph 2.1, the Emitter acknowledges and agrees that it may only raise a Dispute with respect to the outcome of the UK ETS Alignment Reversion Review if the Waste ICC Contract Counterparty has proposed to effect a Required UK ETS Alignment Reversion Amendment which does not satisfy the requirements set out in paragraph 1.3 (*Purpose of UK ETS Alignment Reversion Review*) (but excluding the requirements of paragraph 1.3(A)(ii)). Any UK ETS Alignment Reversion Dispute Notice which is based upon grounds other than that specified in this paragraph 2.4 shall be invalid and of no effect.

Resolution of valid UK ETS Alignment Reversion Disputes

- 2.5 If:
- (A) the UK ETS Alignment Reversion Dispute Threshold Criterion is met in respect of any UK ETS Alignment Reversion Dispute; and
 - (B) the relevant UK ETS Alignment Reversion Dispute complies with paragraph 2.4,
- then such UK ETS Alignment Reversion Dispute shall be finally resolved in accordance with paragraph 2.6.
- 2.6 If paragraph 2.5 applies to any UK ETS Alignment Reversion Dispute:

- (A) Condition 45 (*Resolution by Senior Representatives*) shall not apply to such UK ETS Alignment Reversion Dispute;
- (B) no agreement between the Emitter and the Waste ICC Contract Counterparty to settle the relevant UK ETS Alignment Reversion Dispute shall be valid and binding unless such resolution is agreed with all Waste ICC Reversion Review Emitters;
- (C) the Arbitration Procedure shall not apply to such UK ETS Alignment Reversion Dispute;
- (D) the Emitter agrees not to raise any objection to the consolidation of such UK ETS Alignment Reversion Dispute in accordance with Condition 48 (*Consolidation of Connected Disputes*);
- (E) the Expert Determination Procedure shall apply to such UK ETS Alignment Reversion Dispute on the basis that:
 - (i) if the UK ETS Alignment Reversion Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall be deemed to have satisfied the requirements of, and to have given an Expert Determination Notice pursuant to, Condition 46.1 (*Expert Determination Procedure*) and the Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed UK ETS Alignment Reversion Expert;
 - (ii) if the UK ETS Alignment Reversion Expert Appointment Threshold is not met:
 - (a) the Waste ICC Contract Counterparty may, within ten (10) Business Days, either:
 - (1) make an alternative proposal as to the identity of an Expert to determine the UK ETS Alignment Reversion Dispute, in which case paragraphs 2.3(A) and 2.6(E)(i), and this paragraph 2.6(E)(ii)(a)(1), shall apply to such proposed Expert as if that Expert were a Proposed UK ETS Alignment Reversion Expert; or
 - (2) request the LCIA to nominate an Expert for the purposes of determining the UK ETS Alignment Reversion Dispute in accordance with Condition 46.4 (*Expert Determination Procedure*); and
 - (b) the terms of reference of the Proposed UK ETS Alignment Reversion Expert (or any Expert nominated by the LCIA pursuant to paragraph 2.6(E)(ii)(a)(2)) shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Waste ICC Emitter), and shall be binding on the Parties, provided that such terms of reference are sufficiently broad to enable the Expert to determine the UK ETS Alignment Reversion Dispute;
 - (iii) if the Waste ICC Contract Counterparty and the Emitter fails to agree on the terms of appointment of the Expert within ten (10) Business Days of the identity of the Expert having been agreed (or deemed to have been agreed) pursuant to paragraph 2.6(E)(i) or having been nominated by the LCIA pursuant to paragraph 2.6(E)(ii)(a)(2), such terms shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any Waste ICC Emitter), and shall be binding on the Parties, provided that the terms of appointment comply with the requirements of

this paragraph 2.6(E)(iii), Condition 46.5(B) and Condition 46.5(C) (*Expert Determination Procedure*);

- (iv) Condition 46.5 (*Expert Determination Procedure*) shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:
 - (a) the Emitter to the Expert in consequence of, or in respect of, their appointment as the Expert to any other Waste ICC Emitter or the Waste ICC Contract Counterparty; or
 - (b) the Waste ICC Contract Counterparty in consequence of, or in respect of, their appointment as the Expert to any Waste ICC Emitter (including the Emitter);
- (v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the UK ETS Alignment Reversion Dispute, to afford any Waste ICC Reversion Review Emitter an opportunity to make submissions in respect of the UK ETS Alignment Reversion Dispute irrespective of whether or not such Waste ICC Reversion Review Emitter is a UK ETS Alignment Reversion Dispute Emitter;
- (vi) if the circumstances described in Condition 46.8 (*Expert Determination Procedure*) arise, paragraphs 2.3(A), 2.6(E)(i) and 2.6(E)(ii) shall apply, with the necessary modifications, to the appointment of a replacement Expert; and
- (vii) for the purposes of Condition 46.12 (*Expert Determination Procedure*), the Expert shall be: (i) required to include in their determination provision for the allocation of their fees and the costs and expenses of the Waste ICC Contract Counterparty among each of the UK ETS Alignment Reversion Dispute Emitters in such manner as the Expert, in their absolute discretion, determines is fair and equitable if the Expert makes a determination against the UK ETS Alignment Reversion Dispute Emitters; and (ii) permitted to allocate their fees and the costs and expenses of the Waste ICC Contract Counterparty in such manner as the Expert determines is fair and equitable if the Expert makes a determination in favour of the UK ETS Alignment Reversion Dispute Emitters; and
- (viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all CCUS Programme Waste ICC Contracts to which a Waste ICC Reversion Review Emitter is a party;
- (F) the Emitter acknowledges and agrees that the determination of the Expert in any UK ETS Alignment Reversion Dispute shall be applied to all CCUS Programme Waste ICC Contracts to which a Waste ICC Reversion Review Emitter is a party, irrespective of whether the Emitter was a party to the UK ETS Alignment Reversion Dispute giving rise to that determination; and
- (G) if the UK ETS Alignment Reversion Dispute falls within paragraph 2.4, the Expert shall be instructed to determine whether the Waste ICC Contract Counterparty has proposed to effect a Required UK ETS Alignment Reversion Amendment which does not satisfy the requirements set out in paragraph 1.3 (*Purpose of UK ETS Alignment Reversion Review*) and, if the Expert finds in favour of the Emitter, to include within their determination the Required UK ETS Alignment Reversion Amendments which will satisfy such requirements.

UK ETS Alignment Reversion Expert Appointment Threshold

- 2.7 For the purposes of paragraphs 2.6(E)(i) and 2.6(E)(ii), the **"UK ETS Alignment Reversion Expert Appointment Threshold"** is that thirty per cent. (30%) or more of Waste ICC Reversion Review Emitters, by mass quantity or number, have consented, or not objected in writing, to both the identity and the terms of reference of the Proposed UK ETS Alignment Reversion Expert. For the purposes of determining whether the UK ETS Alignment Reversion Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall calculate:
- (A) the number of Waste ICC Emitters which have consented or have been deemed to have consented to the Proposed UK ETS Alignment Reversion Expert as a percentage of the total number of Waste ICC Reversion Review Emitters; and
 - (B) the mass quantity attributable to CCUS Programme Waste ICC Contracts to which Waste ICC Emitters which have consented or have been deemed to have consented to the Proposed UK ETS Alignment Expert are party as a percentage of the total mass quantity attributable to CCUS Programme Waste ICC Contracts to which Waste ICC Reversion Review Emitters are a party (and, for this purpose, **"mass quantity"** shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme Waste ICC Contract).

Provisions applying pending resolution of a UK ETS Alignment Reversion Dispute

- 2.8 If there is a valid UK ETS Alignment Reversion Dispute requiring resolution in accordance with the provisions of paragraphs 2.5 to 2.7 then, pending resolution of such UK ETS Alignment Reversion Dispute, paragraph 2.9 shall apply.
- 2.9 If there is a valid UK ETS Alignment Reversion Dispute relating to the UK ETS Alignment Reversion Review:
- (A) the UK ETS Alignment Reversion Review Outcome Notice shall be deemed to be valid and effective and the UK ETS Alignment Reversion Review Proposals shall apply with effect from the UK ETS Alignment Reversion Review Implementation Date; and
 - (B) if the Expert finds in favour of the Emitter, the Required UK ETS Alignment Reversion Amendments provided for in the determination of such Expert shall be implemented on a date falling no earlier than three (3) Months after the date on which the Expert has made their determination.

UK ETS Alignment Reversion Dispute Threshold Criterion

- 2.10 For the purposes of this paragraph 2 (*UK ETS Alignment Reversion Reviews: Dispute Process*), the **"UK ETS Alignment Reversion Dispute Threshold Criterion"** is that thirty per cent. (30%) or more of Waste ICC Reversion Review Emitters, by mass quantity or number, have given the Waste ICC Contract Counterparty a UK ETS Alignment Reversion Dispute Notice in respect of any given UK ETS Alignment Reversion Dispute prior to the date specified in paragraph 2.1. For the purposes of determining whether the UK ETS Alignment Reversion Dispute Threshold Criterion is met, the Waste ICC Contract Counterparty shall calculate:
- (A) the number of Waste ICC Emitters which have given a UK ETS Alignment Reversion Dispute Notice as a percentage of the total number of Waste ICC Reversion Review Emitters; and
 - (B) the mass quantity attributable to CCUS Programme Waste ICC Contracts to which Waste ICC Emitters which have given a UK ETS Alignment Reversion Dispute Notice are party as a percentage of the total mass quantity attributable to CCUS Programme

Waste ICC Contracts to which Waste ICC Reversion Review Emitters are a party (and, for this purpose, **"mass quantity"** shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme Waste ICC Contract).

Annex 7

Carbon Reference Price Review

1. DEFINITIONS: ANNEX 7

1.1 In this Annex 7 (*Carbon Reference Price Review*):

"CRP Dispute" means a Dispute in relation to the outcome of a CRP Principles Review;

"CRP Dispute Emitter" has the meaning given to that term in paragraph 2.1 (*Procedure for raising a Dispute*) of Part A (*CRP Review Procedures*);

"CRP Dispute Notice" has the meaning given to that term in paragraph 2.1 (*Procedure for raising a Dispute*) of Part A (*CRP Review Procedures*);

"CRP Dispute Threshold Criterion" has the meaning given to that term in paragraph 2.10 (*CRP Dispute Threshold Criterion*) of Part A (*CRP Review Procedures*);

"CRP Dispute Validity Notice" has the meaning given to that term in paragraph 2.3 (*Validity of CRP Dispute Notices*) of Part A (*CRP Review Procedures*);

"CRP Expert Appointment Threshold" has the meaning given to that term in paragraph 2.7 (*CRP Expert Appointment Threshold*) of Part A (*CRP Review Procedures*);

"CRP Mechanism Amendment" has the meaning given to that term in paragraph 1.6 (*Purpose of Carbon Price Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles" has the meaning given to that term in paragraph 1 (*CRP Principles*) of Part B (*CRP Principles*);

"CRP Principles Prioritisation" means the prioritisation of the CRP Principles provided for in paragraph 2 (*Prioritisation of CRP Principles*) of Part B (*CRP Principles*);

"CRP Principles Request Criterion" has the meaning given to that term in paragraph 1.3 (*Requirement to undertake CRP Principles Reviews*) of Part A (*CRP Review Procedures*);

"CRP Principles Request Notice" has the meaning given to that term in paragraph 1.2 (*Requirement to undertake CRP Principles Reviews*) of Part A (*CRP Review Procedures*);

"CRP Principles Request Validity Notice" has the meaning given to that term in paragraph 1.5 (*Validity of CRP Principles Request Notices*) of Part A (*CRP Review Procedures*);

"CRP Principles Review" means a review conducted by the Waste ICC Contract Counterparty pursuant to, and within the parameters specified in, paragraph 1 (*CRP Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles Review Implementation Date" has the meaning given to that term in paragraph 1.12(B) (*Notification of outcome of CRP Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles Review Notice" has the meaning given to that term in paragraph 1.8 (*Notification of CRP Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles Review Outcome Notice" has the meaning given to that term in paragraph 1.12 (*Notification of outcome of CRP Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles Review Proposals" has the meaning given to that term in paragraph 1.12(A) (*Notification of outcome of CRP Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles Review Response Deadline" has the meaning given to that term in paragraph 1.8(B) (*Notification of CRP Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles Review Response Notice" has the meaning given to that term in paragraph 1.9 (*Notification of CRP Principles Review*) of Part A (*CRP Review Procedures*);

"CRP Principles Review Trigger" has the meaning given to that term in paragraph 1.1 (*Requirement to undertake CRP Principles Reviews*) of Part A (*CRP Review Procedures*);

"CRP Quality Criteria" in respect of a price source, means the Waste ICC Contract Counterparty having determined that, as at the CRP Principles Review Response Deadline:

- (A) the underlying data used to compile or prepare such price source:
 - (i) is subject to reasonable procedures to ensure its accuracy and completeness;
 - (ii) is subject to reasonable procedures to ensure its retention by the administrator for a period of at least two (2) years such that it is capable of audit; and
 - (iii) consists only of transaction data with values derived using defined procedures and methodologies;
- (B) the methodology used by the administrator to prepare and compile such price source:
 - (i) is appropriately documented; and
 - (ii) may only be changed in accordance with documented change control procedures which provide adequate protection against conflicts of interest which exist or are reasonably likely to arise in connection with such methodology; and
- (C) the administrator of such price source and the submitters to such price source have effective organisational and administrative arrangements in place to identify and manage conflicts of interest and to protect commercial confidentiality,

and **"CRP Quality Criterion"** shall be construed accordingly; and

"Proposed CRP Expert" has the meaning given to that term in paragraph 2.3(A) (*Validity of CRP Dispute Notices*) of Part A (*CRP Review Procedures*).

Part A
CRP Review Procedures

1. CRP PRINCIPLES REVIEW

Requirement to undertake CRP Principles Reviews

1.1 The Waste ICC Contract Counterparty:

- (A) shall conduct a CRP Principles Review if:
 - (i) the requirement for the operator of the CRP Source to publish a UKA Index Price is materially amended, repealed or replaced;
 - (ii) the replacement, repeal or restructuring of the UK Emissions Trading Scheme has been proposed or effected by the relevant Competent Authority;
 - (iii) the number of UK ETS Allowances traded pursuant to December UKA Futures Contracts reflected in the CRP Source is nil in any 10-TD UKA Sample Period;
 - (iv) the CRP Source ceases to be available to the Waste ICC Contract Counterparty on commercially reasonable terms;
 - (v) no Carbon Reference Price is capable of being calculated pursuant to Condition 6.19(A) (whether due to the unavailability of the CRP Source, the unavailability of the CRP Source to the Waste ICC Contract Counterparty on commercially reasonable terms or otherwise) for a period of ten (10) consecutive Business Days; or
 - (vi) the CRP Principles Request Criterion is met; and
- (B) may conduct a CRP Principles Review if it determines that the Carbon Reference Price does not reflect the market price for the trading of UK ETS Allowances,

(each, a "**CRP Principles Review Trigger**").

1.2 If the Emitter considers that the calculation of the Carbon Reference Price does not comply with all of the CRP Principles, the Emitter may give a notice to the Waste ICC Contract Counterparty requesting the Waste ICC Contract Counterparty to undertake a CRP Principles Review (a "**CRP Principles Request Notice**"). A CRP Principles Request Notice:

- (A) shall specify which of the CRP Principles the Emitter believes the calculation of the Carbon Reference Price does not comply with;
- (B) may include proposals from the Emitter with respect to the manner in which the non-compliance with the CRP Principles should be addressed (including any proposals regarding CRP Mechanism Amendments which the Emitter considers should be effected); and
- (C) shall include Supporting Information, in reasonable detail, which the Emitter considers to be relevant to and supportive of the matters in paragraph (A) and paragraph (B).

1.3 For the purposes of paragraph 1.1(A)(vi), the "**CRP Principles Request Criterion**" is that thirty per cent. (30%) or more of ICC Emitters, by mass quantity or number, have given the Waste ICC Contract Counterparty a CRP Principles Request Notice in any period of ten (10) consecutive Business Days. For the purposes of determining whether the CRP Principles Request Criterion is met, the Waste ICC Contract Counterparty shall calculate:

- (A) the number of ICC Emitters which have given a CRP Principles Request Notice as a percentage of the total number of ICC Emitters; and
- (B) the mass quantity attributable to CCUS Programme ICC Contracts to which ICC Emitters which have given a CRP Principles Request Notice are party as a percentage of the total mass quantity attributable to CCUS Programme ICC Contracts (and, for this purpose, "**mass quantity**" shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme ICC Contract).

Validity of CRP Principles Request Notices

- 1.4 The Emitter acknowledges and agrees that all CRP Principles Request Notices shall be invalid and of no effect if the CRP Principles Request Criterion is not met.
- 1.5 The Waste ICC Contract Counterparty shall notify the Emitter no later than ten (10) Business Days after the CRP Principles Request Criterion has been met (a "**CRP Principles Request Validity Notice**").

Purpose of CRP Principles Review

- 1.6 If the Waste ICC Contract Counterparty is required or elects to undertake a CRP Principles Review pursuant to paragraph 1.1, then the purpose of such CRP Principles Review shall be to assess the extent to which:
 - (A) the calculation of the Carbon Reference Price in accordance with Condition 6.19 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*) is compliant with the CRP Principles and, if the calculation of the Carbon Reference Price in accordance with Condition 6.19 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*) is not compliant with the CRP Principles, the changes to Condition 6.19 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*) which the Waste ICC Contract Counterparty considers to be necessary to ensure compliance with all of the CRP Principles; and
 - (B) any of the following would ensure compliance with all of the CRP Principles:
 - (i) an amendment or supplement to, or replacement or removal of, the CRP Source;
 - (ii) the application of any weighting (whether by volume or number of trades) with respect to any price sources used in the calculation of the Carbon Reference Price; or
 - (iii) a change to the methodology for calculating the Carbon Reference Price, including any consequential changes to Condition 6.19 (*Carbon Reference Price calculation (on and from the UK ETS Initial CRP Principles Review)*) and this Annex 7 (*Carbon Reference Price Review*) which are necessary to give effect to any of the foregoing,

(each such change, or any combination of such changes, a "**CRP Mechanism Amendment**").
- 1.7 If the Waste ICC Contract Counterparty considers that it is not possible to effect any CRP Mechanism Amendment in a manner which will be compliant with all of the CRP Principles, the Waste ICC Contract Counterparty shall assess which CRP Mechanism Amendment should be effected in order to comply with the greatest number of CRP Principles in accordance with the CRP Principles Prioritisation.

Notification of CRP Principles Review

- 1.8 If the Waste ICC Contract Counterparty is required or elects to undertake a CRP Principles Review pursuant to paragraph 1.1, the Waste ICC Contract Counterparty shall give a notice to the Emitter (a **"CRP Principles Review Notice"**) and, if the Waste ICC Contract Counterparty has been required to undertake a CRP Principles Review pursuant to paragraph 1.1(A)(iii), the Waste ICC Contract Counterparty shall give the CRP Principles Review Notice no later than five (5) Business Days after such CRP Principles Review Trigger has occurred. A CRP Principles Review Notice shall:
- (A) specify the CRP Principles Review Trigger which has occurred; and
 - (B) specify a deadline by which the Emitter may provide a CRP Principles Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the CRP Principles Review Notice is received by the Emitter (the **"CRP Principles Review Response Deadline"**).
- 1.9 The Emitter may, as soon as reasonably practicable and no later than the CRP Principles Review Response Deadline, give a notice to the Waste ICC Contract Counterparty (the **"CRP Principles Review Response Notice"**). A CRP Principles Review Response Notice:
- (A) shall include all of the Supporting Information which the Emitter wishes the Waste ICC Contract Counterparty to take account of in undertaking the CRP Principles Review; and
 - (B) may include proposals from the Emitter with respect to the manner in which the CRP Principles Review Trigger should be addressed (including any proposals regarding CRP Mechanism Amendments which the Emitter considers should be effected).
- 1.10 The Waste ICC Contract Counterparty may disregard any CRP Principles Review Response Notice received by the Waste ICC Contract Counterparty after the CRP Principles Review Response Deadline.

CRP Source during CRP Principles Review

- 1.11 From the date on which the CRP Principles Review Notice is given, the CRP Source prior to the commencement of the relevant CRP Principles Review shall remain unamended pending the outcome of a CRP Principles Review.

Notification of outcome of CRP Principles Review

- 1.12 The Waste ICC Contract Counterparty shall give a notice to the Emitter of the outcome of a CRP Principles Review (a **"CRP Principles Review Outcome Notice"**) as soon as reasonably practicable following the conclusion of a CRP Principles Review. A CRP Principles Review Outcome Notice shall:
- (A) set out the outcome of the CRP Principles Review (including the details of any CRP Mechanism Amendments which the Waste ICC Contract Counterparty proposes to effect) (the **"CRP Principles Review Proposals"**) and, if paragraph 1.7 applies:
 - (i) a summary of the reasons for the Waste ICC Contract Counterparty having determined that it is not possible to effect any CRP Mechanism Amendment in a manner which complies with all of the CRP Principles; and
 - (ii) the CRP Principles which the Waste ICC Contract Counterparty considers will be complied with by virtue of the CRP Mechanism Amendments being effected; and

- (B) specify the date from which any CRP Mechanism Amendments are to take effect, such date being:
- (i) no earlier than three (3) Months after the date on which the CRP Principles Review Outcome Notice is given (or such other earlier date as may be agreed by the Parties); and
 - (ii) in the case of CRP Mechanism Amendments relating to a CRP Principles Review Trigger pursuant to paragraph 1.1(A)(ii), not before such replacement, repeal or restructuring of the UK Emissions Trading Scheme occurs,
- (the "**CRP Principles Review Implementation Date**").

CRP Principles Review: Disputes

- 1.13 Paragraph 2 (*CRP Reviews: Dispute Process*) shall apply to any Dispute relating to this paragraph 1 (*CRP Principles Review*).
- 1.14 Subject to paragraph 2.9, the CRP Mechanism Amendments set out in the CRP Principles Review Outcome Notice shall take effect on the CRP Principles Review Implementation Date.

2. CRP REVIEWS: DISPUTE PROCESS

Procedure for raising a Dispute

- 2.1 The Emitter may, no later than twenty (20) Business Days after receipt of a CRP Principles Review Outcome Notice, give a notice to the Waste ICC Contract Counterparty that it wishes to raise a Dispute in relation to the outcome of such CRP Principles Review (a "**CRP Dispute Notice**" and any such Emitter, a "**CRP Dispute Emitter**"). Each CRP Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Conditions 44.3(A) to 44.3(H) (*Outline of Dispute Resolution Procedure*) (inclusive).

Validity of CRP Dispute Notices

- 2.2 The Emitter acknowledges and agrees that all CRP Dispute Notices shall be invalid and of no effect if the CRP Dispute Threshold Criterion in respect of the relevant CRP Dispute is not met.
- 2.3 The Waste ICC Contract Counterparty shall notify the Emitter no later than twenty (20) Business Days after the CRP Dispute Threshold Criterion has been met (irrespective of whether or not the Emitter is a CRP Dispute Emitter) (a "**CRP Dispute Validity Notice**"). A CRP Dispute Validity Notice shall:
- (A) include a proposal as to the identity, and terms of reference, of an Expert to determine the CRP Dispute (the "**Proposed CRP Expert**") and details of the relevant expertise that the Waste ICC Contract Counterparty considers qualifies the Proposed CRP Expert to determine such CRP Dispute (being a person fulfilling the requirements of Condition 46.2 (*Expert Determination Procedure*) and having no conflict of interest which prevents the Proposed CRP Expert from determining the CRP Dispute);
 - (B) comply with the requirements of an Expert Determination Notice as specified in Condition 46.1 (*Expert Determination Procedure*); and
 - (C) comply with the requirements of a Consolidation Request as specified in Condition 48.2 (*Consolidation of Connected Disputes*).

Permitted bases of Dispute: CRP Principles Review

2.4 For the purposes of paragraph 2.1, the Emitter acknowledges and agrees that it may only raise a Dispute with respect to the outcome of any CRP Principles Review if:

- (A) the Waste ICC Contract Counterparty has acted unreasonably in failing to pay due regard to the Supporting Information which the Emitter requested the Waste ICC Contract Counterparty to take account of in undertaking the CRP Principles Review (as set out in its CRP Principles Review Response Notice);
- (B) the Waste ICC Contract Counterparty has proposed to effect a CRP Mechanism Amendment which was stated in the CRP Principles Review Outcome Notice to be compliant with all of the CRP Principles and the Emitter considers that such CRP Mechanism Amendment contravenes one (1) or more of the CRP Principles; or
- (C) the Waste ICC Contract Counterparty has proposed to effect a CRP Mechanism Amendment on the basis contemplated by paragraph 1.7 and the Emitter considers that either:
 - (i) one (1) or more of the proposed CRP Mechanism Amendments contravenes one (1) of the CRP Principles which the Waste ICC Contract Counterparty considers would be complied with by virtue of such CRP Mechanism Amendment being effected; or
 - (ii) an alternative CRP Mechanism Amendment complies with a greater number of CRP Principles (in accordance with the CRP Principles Prioritisation) than the CRP Mechanism Amendments contained within the CRP Principles Review Proposals,

and any CRP Dispute Notice which is based upon grounds other than those specified in this paragraph 2.4 shall be invalid and of no effect.

Resolution of valid CRP Disputes

2.5 If:

- (A) the CRP Dispute Threshold Criterion is met in respect of any CRP Dispute; and
- (B) the relevant CRP Dispute complies with paragraph 2.4,

then such CRP Dispute shall be finally resolved in accordance with paragraph 2.6.

2.6 If paragraph 2.5 applies to any CRP Dispute:

- (A) Condition 45 (*Resolution by Senior Representatives*) shall not apply to such CRP Dispute;
- (B) no agreement between the Emitter and the Waste ICC Contract Counterparty to settle the relevant CRP Dispute shall be valid and binding unless such resolution is agreed with all ICC Emitters;
- (C) the Arbitration Procedure shall not apply to such CRP Dispute;
- (D) the Emitter agrees not to raise any objection to the consolidation of such CRP Dispute in accordance with Condition 48 (*Consolidation of Connected Disputes*);

- (E) the Expert Determination Procedure shall apply to such CRP Dispute on the basis that:
- (i) if the CRP Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall be deemed to have satisfied the requirements of, and to have given an Expert Determination Notice pursuant to, Condition 46.1 (*Expert Determination Procedure*) and the Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed CRP Expert;
 - (ii) if the CRP Expert Appointment Threshold is not met:
 - (a) the Waste ICC Contract Counterparty may, within ten (10) Business Days, either:
 - (1) make an alternative proposal as to the identity of an Expert to determine the CRP Dispute, in which case paragraphs 2.3(A) and 2.6(E)(i), and this paragraph 2.6(E)(ii)(a)(1), shall apply to such proposed Expert as if that Expert were a Proposed CRP Expert; or
 - (2) request the LCIA to nominate an Expert for the purposes of determining the CRP Dispute in accordance with Condition 46.4 (*Expert Determination Procedure*); and
 - (b) the terms of reference of the Proposed CRP Expert (or any Expert nominated by the LCIA pursuant to paragraph 2.6(E)(ii)) shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any ICC Emitter), and shall be binding on the Parties, provided that such terms of reference are sufficiently broad to enable the Expert to determine the CRP Dispute;
 - (iii) if the Waste ICC Contract Counterparty and the ICC Emitters fail to agree on the terms of appointment of the Expert within ten (10) Business Days of the identity of the Expert having been agreed (or deemed to have been agreed) pursuant to paragraph 2.6(E)(i) or having been nominated by the LCIA pursuant to paragraph 2.6(E)(ii)(a)(2), such terms shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any ICC Emitter), and shall be binding on the Parties, provided that the terms of appointment comply with the requirements of paragraph 2.6(E)(iii), Condition 46.5(B) and Condition 46.5(C) (*Expert Determination Procedure*);
 - (iv) Condition 46.5 (*Expert Determination Procedure*) shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:
 - (a) the Emitter to the Expert in consequence of, or in respect of, their appointment as the Expert to any other ICC Emitter or the Waste ICC Contract Counterparty; or
 - (b) the Waste ICC Contract Counterparty in consequence of, or in respect of, their appointment as the Expert to any ICC Emitter (including the Emitter);
 - (v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the CRP Dispute, to afford the Emitter an opportunity to make

submissions in respect of the CRP Dispute irrespective of whether or not the Emitter is a CRP Dispute Emitter;

- (vi) if the circumstances described in Condition 46.8 (*Expert Determination Procedure*) arise, paragraphs 2.3(A), 2.6(E)(i) and 2.6(E)(ii) shall apply, with the necessary modifications, to the appointment of a replacement Expert;
 - (vii) for the purposes of Condition 46.12 (*Expert Determination Procedure*), the Expert shall be: (i) required to include in their determination provision for the allocation of their fees and the costs and expenses of the Waste ICC Contract Counterparty among each of the CRP Dispute Emitters in such manner as the Expert, in their absolute discretion, determines is fair and equitable if the Expert makes a determination against the CRP Dispute Emitters; and (ii) permitted to allocate their fees and the costs and expenses of the Waste ICC Contract Counterparty in such manner as the Expert determines is fair and equitable if the Expert makes a determination in favour of the CRP Dispute Emitters; and
 - (viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all CCUS Programme ICC Contracts;
- (F) the Emitter acknowledges and agrees that the determination of the Expert in any CRP Dispute shall be applied to all CCUS Programme ICC Contracts, irrespective of whether the Emitter was a party to the CRP Dispute giving rise to that determination;
- (G) if the CRP Dispute falls within paragraph 2.4(A), 2.4(B) or 2.4(C)(i), the Expert shall be instructed to determine whether the CRP Mechanism Amendments contravene the CRP Principles (or such of the CRP Principles as were specified by the Waste ICC Contract Counterparty as being complied with by virtue of the proposed implementation of the CRP Mechanism Amendments) and, if the Expert finds in favour of the Emitter, to include within their determination: (i) a CRP Mechanism Amendment which will comply with all of the CRP Principles; or (ii) (if the Expert considers that it is not possible to effect any CRP Mechanism Amendment in a manner which will be compliant with all of the CRP Principles) the CRP Mechanism Amendment which will comply with the greatest number of CRP Principles in accordance with the CRP Principles Prioritisation;
- (H) if the CRP Dispute falls within paragraph 2.4(C)(ii), the Expert shall be instructed to determine whether the CRP Mechanism Amendments proposed by the Emitter would result in compliance with a greater number of CRP Principles (in accordance with the CRP Principles Prioritisation) than the CRP Mechanism Amendments contained within the CRP Principles Review Proposals and, if the Expert finds in favour of the Emitter, to stipulate the CRP Mechanism Amendments which will comply with the greatest number of CRP Principles in accordance with the CRP Principles Prioritisation; and
- (I) notwithstanding paragraphs (F) and (G), the Expert shall not be permitted to include within their determination any alternative CRP Mechanism Amendments to those contained within the CRP Principles Review Proposals unless such proposals contravene one (1) or more principles and the Expert has determined that there is a CRP Mechanism Amendment which will comply with a greater number of CRP Principles (in accordance with the CRP Principles Prioritisation) than the CRP Principles Review Proposals and, as such, the Expert's role shall not extend to an assessment of whether the CRP Principles Review Proposals represent an optimal solution in the context of the parameters contemplated by the CRP Principles.

CRP Expert Appointment Threshold

- 2.7 For the purposes of paragraphs 2.6(E)(i) and 2.6(E)(ii), the **"CRP Expert Appointment Threshold"** is that thirty per cent. (30%) or more of ICC Emitters, by mass quantity or number, have consented, or not objected in writing, to both the identity and the terms of reference of the Proposed CRP Expert. For the purposes of determining whether the CRP Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall calculate:
- (A) the number of ICC Emitters which have consented or have been deemed to have consented to the Proposed CRP Expert as a percentage of the total number of ICC Emitters; and
 - (B) the mass quantity attributable to CCUS Programme ICC Contracts to which ICC Emitters which have consented or have been deemed to have consented to the Proposed CRP Expert are party as a percentage of the total mass quantity attributable to CCUS Programme ICC Contracts (and, for this purpose, **"mass quantity"** shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme ICC Contract).

Provisions applying pending resolution of a CRP Dispute

- 2.8 If there is a valid CRP Dispute requiring resolution in accordance with the provisions of paragraphs 2.5 to 2.7 then, pending resolution of such CRP Dispute, paragraph 2.9 shall apply.
- 2.9 If there is a valid CRP Dispute relating to a CRP Principles Review:
- (A) the relevant CRP Principles Review Outcome Notice shall be deemed to be valid and effective and the CRP Principles Review Proposals shall apply with effect from the CRP Principles Review Implementation Date; and
 - (B) if the Expert finds in favour of the Emitter, the CRP Mechanism Amendments provided for in the determination of such Expert shall be implemented on a date falling no earlier than three (3) Months after the date on which the Expert has made their determination.

CRP Dispute Threshold Criterion

- 2.10 For the purposes of this paragraph 2 (*CRP Reviews: Dispute Process*), the **"CRP Dispute Threshold Criterion"** is that thirty per cent. (30%) or more of ICC Emitters, by mass quantity or number, have given the Waste ICC Contract Counterparty a CRP Dispute Notice in respect of any given CRP Dispute prior to the date specified in paragraph 2.1. For the purposes of determining whether the CRP Dispute Threshold Criterion is met, the Waste ICC Contract Counterparty shall calculate:
- (A) the number of ICC Emitters which have given a CRP Dispute Notice as a percentage of the total number of ICC Emitters; and
 - (B) the mass quantity attributable to CCUS Programme ICC Contracts to which ICC Emitters which have given a CRP Dispute Notice are party as a percentage of the total mass quantity attributable to CCUS Programme ICC Contracts (and, for this purpose, **"mass quantity"** shall be calculated by the Waste ICC Contract Counterparty using the Metered CO₂ Output to T&S Estimate in each relevant CCUS Programme ICC Contract).

Part B

CRP Principles

1. CRP PRINCIPLES

The following are the "**CRP Principles**":

- (A) Save in respect of a CRP Principles Review Trigger pursuant to paragraph 1.1(A)(ii) of Part A (*CRP Principles Review*) where the replacement, repeal or restructuring of the UK Emissions Trading Scheme has led to the introduction of separate emissions trading, carbon pricing or similar schemes within the separate constituent countries of the United Kingdom, the calculation of the Carbon Reference Price shall:
 - (i) be the same for all CCUS Programme ICC Contracts; and
 - (ii) reflect the market price for the sale of UK ETS Allowances.
- (B) The Carbon Reference Price shall be calculated using prices in respect of contracts as far in advance of the sale of UK ETS Allowances pursuant to such contracts as possible, provided that, for this purpose, the Carbon Reference Price calculation shall not include prices that are quoted further in advance than the last trading day for the relevant contract for the sale of UK ETS Allowances.
- (C) The Carbon Reference Price shall be calculated so as to reflect a reasonable volume of trades from a reasonable number and diverse range of market participants.
- (D) The Carbon Reference Price shall be calculated so as not to unduly dampen, dilute, disrupt or otherwise distort components of the UK Emissions Trading Scheme that would, absent the existence of CCUS Programme ICC Contracts, contribute to the operational behaviour of participants in, and the pricing of UK ETS Allowances under, such scheme.
- (E) The Carbon Reference Price shall be calculated using price sources which are available to the Waste ICC Contract Counterparty on commercially reasonable terms.
- (F) The Carbon Reference Price calculation is to utilise price sources which satisfy the CRP Quality Criteria.

2. PRIORITISATION OF CRP PRINCIPLES

If:

- (A) the application of any combination of the CRP Principles gives rise to a conflict; or
- (B) it is not possible for a methodology for calculating the Carbon Reference Price to satisfy all of the CRP Principles,

the CRP Principle first appearing in the list in paragraph 1 (*CRP Principles*) shall be afforded priority.

Annex 8 Form of Supply Chain Report

Part A

1. HOW TO COMPLETE THIS FORM

- 1.1 Please use the text boxes in this template (Part A) and the tables in the accompanying spreadsheet (Part B) to report on the economic benefits and CCUS Programme supply chains associated with the development of the Project. The purpose of this reporting is to provide the Waste ICC Contract Counterparty and the Secretary of State with the key economic, technical, and commercial data around the supply chain and the value drivers that underpin it. For the avoidance of doubt, submission of each Supply Chain Report relates to the Emitter's supply chain reporting obligations pursuant to Condition 26 of the Waste ICC Contract only.
- 1.2 Please ensure that each submission is complete and includes all required evidence and Supporting Information. At the point of publication of the Conditions, this template is indicative only and the Secretary of State reserves the right to review and amend the requirement for Emitters to report on economic benefits and supply chains in relation to their Project. As such, the template may be updated from time to time during the CCUS Programme.

2. MINIMUM REQUIREMENTS

- 2.1 Each Supply Chain Report must:
- (A) be submitted by the relevant Supply Chain Report Deadline;
 - (B) be accompanied by a Directors' Certificate;
 - (C) be completed in full, ensuring fields are not left blank;
 - (D) be completed with information that is relevant to the question asked; and
 - (E) comply with the restrictions on the type of data that can be entered into the accompanying spreadsheet (Part B) and the word count limits specified for the text boxes of this form (Part A).
- 2.2 If the Waste ICC Contract Counterparty has issued a Supply Chain Report Response Notice which states that the relevant Supply Chain Report does not comply with the requirements set out in this Annex, the Emitter will be required to pay the Supply Chain Report Fees in respect of the Emitter's failure to provide the Waste ICC Contract Counterparty with the relevant Supply Chain Report.

3. CONTACT AND PROJECT DETAILS

Company name and project name		Authorised representative(s)	
Company address		Preferred contact number(s)	
Preferred email(s)		Preferred contact person	

4. REPORT SUBMISSION DECLARATION

To the best of your knowledge, is the information provided in this report accurate, complete, and compliant with the requirements set out in the guidance above? Please provide details on how the information and data have been quality assured.	Yes/No (delete as appropriate) Details:
Has the submission of this report been accompanied with a Directors' Certificate?	Yes/No (delete as appropriate)
Report milestone (1, 2, or 3) and version number. Please provide further details if this is not the first version submitted for a report milestone, including whether a non-compliance notice had been issued.	(e.g. Report 1, Version 1)
Has this report been submitted within the deadline? Please provide further details if necessary.	Yes/No (delete as appropriate)
Report Submission Date	[DD/MM/YYYY]

5. DISCLOSURE OF INFORMATION

- 5.1 The Waste ICC Contract Counterparty will pass the Information provided in each Supply Chain Report, including information provided in supporting documents, to the Secretary of State, pursuant to Condition 60.3(K) (*Emitter Confidential Information*). The Secretary of State may look to publish extracts from these reports in order to share information with wider industry, to support the implementation of a CCUS Programme supply chain and to support the development of the CCUS Programme.
- 5.2 The Secretary of State may be required to disclose any information provided by Emitters in accordance with the Secretary of State's legal obligations (including, but not limited to, under the Freedom of Information Act 2000 (FOIA), the Data Protection Act 2018, UK General Data Protection Regulation (UK GDPR) and the Environmental Information Regulations 2004 (EIR)). More information on the FOIA, Data Protection Act 2018, GDPR and EIR (including information on exemptions) can be found at: <https://ico.org.uk/for-organisations/>.
- 5.3 To help the Secretary of State deal with information requests and without prejudice to the paragraph above, in the box below, please set out the reasons why you consider any specific information should not be disclosed, including (if possible) by reference to the specific exemption contained in the relevant legislation (for example, because disclosure of the information would prejudice your commercial interests under section 43 of the FOIA), explaining why this is the case. Where appropriate, please also state whether you consider your reasons for non-disclosure only apply for a particular time period.

Please detail what specific information, if any, within this report submission should not be disclosed and the reasons why. Please include (if possible) reference to the specific exemption contained in the relevant legislation.	

6. SUPPLY CHAIN SUMMARY

- 6.1 For this section and Section 7 below, it would be useful to make references to activities that have either already taken place, are ongoing or planned. Where activities have already been completed or are ongoing, Emitters should provide evidence of what has taken place and progress towards delivery (*expressed as a % if relevant*), the metric used to measure the intended outcomes, and evidence of the outcome of the activity where known. Where there is reference to activities that are planned, Emitters should explain how these will be implemented, including sources of funding and engagement with key stakeholders.
- 6.2 Include in your responses metrics and KPIs to measure outcomes, who is responsible, milestones, date of achieving expected outcome and how you will monitor progress in delivery of the activity and outcomes. Please specify in responses to the below sections the main risks to achieving the intended outcomes, including those arising from interdependencies and how they will be mitigated. Examples of success and lessons learnt can also be referenced.
- 6.3 It is also important to explain any deviations from the supply chain activities or plans proposed in the Project's CCUS Programme cluster sequencing phase-2 submission and progress towards making any improvements that have been suggested to Emitters following the assessment of the submission.
- 6.4 Where relevant within this Part A and Part B of the Form of Supply Chain Report and supporting documentation, please describe data sources, underlying evidence and assumptions that have been used to estimate the data, and methods for quality assuring estimates. Please specify the time periods over which data forecasts and estimates are provided, providing a breakdown between data relevant to the contract term length and data forecasts or estimates provided for time periods beyond the contract term length (if applicable).
- 6.5 Emitters should provide sufficient information and evidence to support their answers within this Part A and Part B of the Form of Supply Chain Report, but should note that there is not a target length for information that should be provided for this reporting requirement. Emitters should, however, not exceed the maximum word limit (which is specified for each section below and excludes information provided in Part B and supporting documentation).

Supply chain planning and risks (1000 words)

- 6.6 Please complete sections 6.6 and 6.7 for the first report only. Projects should provide a concise explanation of the assessment of the supply chain, labour and skills needed to support the proposed delivery timescales for the project and any identified gaps. This should include:
- (A) a description of the key uncertainties linked to the supply chain, the consequential uncertainty in project costs and timelines, and when the uncertainty is expected to be resolved;
 - (B) a description of the key risks and challenges linked to the supply chain and potential mitigations or solutions. This could also include any key supply chain risks arising from interactions with the T&S Network or the wider cluster;
 - (C) a description of the supply chain capacity and capability to support the project; and

- (D) any uncertainties, risks, or issues with the supply chain that government or industry could help to resolve.

Reference to specific related activities in the project programme would be helpful.

- 6.7 Please also confirm the project developers will and/or are following best practice in sourcing of labour and materials.

References to supporting documentation for Section 6.7	

Supply chain engagement (750 words in Part A and Table 1 in Part B)

- 6.8 Please complete this section 6.8 for the first Supply Chain Report only, providing a concise explanation of the extent of the supply chain engagement, including which parts of the supply chain have been engaged with and where there are key contracts in place. Please include a description of:

- (A) the current view of capability and capacity and how any associated challenges are being addressed;
- (B) agreements which have been entered into with third parties and their scope; and
- (C) the effectiveness of engagement with the supply chain.

References to supporting documentation for Section 6.8	

7. **ECONOMIC BENEFITS**

- 7.1 Information provided in this section can help to demonstrate the contribution that the Project is making or can make to the UK economy and the UK government's levelling up agenda, in addition to the UK government's objective of supporting clean, resilient and sustainable economic growth. Information should be provided in the text boxes below and through supporting documentation, and in the accompanying spreadsheet (Part B).

Number and quality of jobs (500 words in Part A and Table 2 in Part B)

- 7.2 The Emitter should indicate plans, initiatives, or metrics relating to the quality of jobs in relation to the Project (e.g. employee salary measured against national/local salary, financial security, social protection offered by employers, openness of employer for employees to participate in trade unions etc.).

References to supporting documentation for Section 7.2	

Transparency of supply chain procurement processes (750 words)

- 7.3 Please provide information on how you are making or have made the Project procurement strategies as transparent as possible. For example, identifying and implementing supply chain opportunities, advertising them as early as possible and improving the visibility of them to suppliers, and undertaking meaningful engagement with CCUS Programme supply chain companies including SMEs. It would be useful to describe the effectiveness of early engagement with the supply chain and of transparent supply chain processes more generally. Emitters should explain any challenges they have identified in implementing their procurement process and how they are working to overcome these.

References to supporting documentation for Section 7.3	

Investment in CCUS Programme related skills (750 words in Part A and Table 3 in Part B)

- 7.4 Please provide details on the types of initiatives to upskill/reskill employees and building capability. This can include any formal training that has been (or is being) offered and the impact of this on the NVQ level of employees and whether non-formal training is being or has been considered such as vocational courses or digital training. It would be useful to describe whether training has been (or is being) internally and/or externally led. Any collaboration with educational institutions should be mentioned.
- 7.5 Please also provide evidence that demonstrates where consortium partners have (or are) individually or collectively investing in training programmes to develop CCUS Programme related skills, for example in apprenticeships and retraining programmes. We ask that projects provide detail on time and duration of these programmes and specifically how they have (or are) supporting retraining workforces transitioning from other sectors – locally, regionally and nationally.

References to supporting documentation for Sections 7.4 and 7.5.	

Wider economic benefits (750 words in Part A and Table 4 in Part B)

- 7.6 Noting the commitments made in the UK government's Ten Point Plan and the CCUS Programme supply chains roadmap, which set out the UK government's objective to drive local and regional growth to level up across the UK, please set out how the Project has contributed or is contributing to economic growth within the local area in line with the following strategic priorities:
- (A) synergies with other decarbonisation programmes and potential to be a 'SuperPlace' (as defined in the UK government's Ten Point Plan): This could be demonstrated through, for example, the mapping of a broader decarbonisation pathway for the region, identifying the economic benefits and opportunities of decarbonisation, as well as the development of skills required to realise these benefits;
 - (B) regeneration and community renewal: Emitters should consider how the Project has contributed or is contributing to improving and widening the economic benefits associated with their development and impact on local communities. This could include but is not limited to, impacts on air quality, increased attractiveness to other businesses, local transport links or land value. Emitters should provide evidence of any wider economic benefits that they deem to be relevant. Emitters should reference any engagement with local communities or institutions that has taken place, or will take place, and the outcome of any such engagement; and
 - (C) equality, diversity and inclusion: Emitters should demonstrate how they are continuing to ensure the diversity and inclusivity of their workforce, as well as how they are or plan to incorporate hiring practices which do not disadvantage those with protected characteristics. Emitters should describe how their recruitment process removes

barriers to recruitment of suitably qualified and skilled workers and provides equal and fair consideration of applicants.

References to supporting documentation for Section 7.6	

Tables to be completed in Excel spreadsheet

- 7.7 In addition to the text boxes within this Part A of the Form of Supply Chain Report, please also complete the tables in the accompanying spreadsheet (Part B), which can be found on the following page: <https://www.gov.uk/government/publications/carbon-capture-usage-and-storage-ccus-business-models>. For ease, these tables are listed below.

Table 1	List of suppliers	To be completed
Table 2	Jobs	To be completed
Table 3	Skills and training	To be completed
Table 4	Wider economic benefits	To be completed

- 7.8 For any enquiries regarding the content of the Form of Supply Chain Report, Emitters should contact the following email: lccc.iccwaste@lowcarboncontracts.uk.

Part B

[See *Industrial Carbon Capture: Form of Supply Chain Report Part B Spreadsheet*, available at: <https://www.gov.uk/government/publications/carbon-capture-usage-and-storage-ccus-business-models>.]

Annex 9
Pre-Capture Meter Operational Framework and Technical Specification

1. **APPLICATION**

This Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) shall apply to the Waste ICC Contract only if it is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement.

2. **DEFINITIONS: ANNEX 9**

2.1 In this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*):

"Capture Plant Bypass Line" means any bypass line downstream of the Waste Installation and upstream of the Capture Plant that is capable of diverting one (1) or more CO₂-containing stream(s) intended to be routed to the Capture Plant from the Waste Installation to a vent or stack;

"Further Pre-Capture Meter Proving Test Response Notice" has the meaning given to that term in paragraph 4.12(C)(ii) of Part C (*Pre-Capture Meter Measurement System - Operations*);

"Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data" means any Pre-Capture Meter Inlet CO₂ Measurement Data which is generated in circumstances where:

- (A) the Measured CO₂ Input recorded by the Pre-Capture Meter Measurement System does not meet the Pre-Capture Meter Overall Measurement Uncertainty Requirement;
- (B) the Pre-Capture Meter Measurement System recording such Pre-Capture Meter Inlet CO₂ Measurement Data drifts beyond the permitted specification as determined by the relevant CEMS technology deployed by such Pre-Capture Meter Measurement System which is notified by the Emitter to the Waste ICC Contract Counterparty;
- (C) there is an error in a correction factor or scaling factor within the DAHS;
- (D) there is an error in the transcription from the DAHS to the Waste ICC Contract Counterparty; and/or
- (E) the Pre-Capture Meter Measurement System is otherwise incorrectly recording data;

"Inlet CO₂ Pre-Capture Meter(s)" means one (1) or more device(s) for measuring the Measured CO₂ Input, located at the Inlet CO₂ Pre-Capture Meter Measurement Point(s);

"Inlet CO₂ Pre-Capture Meter Measurement Point(s)" means the point(s) at which the Measured CO₂ Input is measured by the Inlet CO₂ Pre-Capture **Meter(s)**, as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Non-Routine Pre-Capture Meter Waste ICC Technical Audit" has the meaning given to that term in limb (B) of the definition of Pre-Capture Meter Waste ICC Technical Audit;

"Pre-Capture Meter Inlet CO₂ Measurement Data" means the Pre-Capture Meter Inlet CO₂ Quaternary Data, the Pre-Capture Meter Inlet CO₂ Tertiary Data, the Pre-Capture Meter Inlet CO₂ Secondary Data and the Pre-Capture Meter Inlet CO₂ Primary Data;

"Pre-Capture Meter Inlet CO₂ Primary Data" has the meaning given to that term in paragraph 3.1(A) of Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Inlet CO₂ Quaternary Data" has the meaning given to that term in paragraph 3.3 of Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Inlet CO₂ Secondary Data" has the meaning given to that term in paragraph 3.1(C) of Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Inlet CO₂ Tertiary Data" has the meaning given to that term in paragraph 3.1(D) of Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Invalid Settlement Unit" has the meaning given to that term in paragraph 3.4 of Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Invitee" means each of:

- (A) the Waste ICC Contract Counterparty acting through any reasonably nominated employee, agent or contractor; and
- (B) the Pre-Capture Meter Technical Assurance Agent, acting through any reasonably nominated employee, agent or contractor;

"Pre-Capture Meter Measurement System Material Change" means a change to any component of a Pre-Capture Meter Measurement System which has, or may have, an impact on the Pre-Capture Meter Inlet CO₂ Measurement Data;

"Pre-Capture Meter Measurement System" means:

- (A) subject to limb (B), all of the commissioned Inlet CO₂ Pre-Capture Meter(s) and associated equipment including a DAHS and any standby meter(s); and
- (B) in relation to:
 - (i) the definition of "Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data";
 - (ii) paragraph 4.8 (*Data*) of Part A (*Pre-Capture Meter Measurement System – General*); and
 - (iii) paragraph 3.7 (*Pre-Capture Meter Inlet CO₂ Measurement Data*) of Part D (*Pre-Capture Meter Measurement System – Technical Specification*),

all of the commissioned and operating Inlet CO₂ Pre-Capture Meter(s) and associated equipment including a DAHS but not including any standby meter(s),

in each case, installed for the purposes of measuring CO₂ at the Inlet CO₂ Pre-Capture Meter Measurement Point(s);

"Pre-Capture Meter Measurement System Technical Details" means all of the technical details relating to a Pre-Capture Meter Measurement System that are required to enable metered data to be collected and correctly interpreted from that Pre-Capture Meter Measurement System as referred to in Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*);

"Pre-Capture Meter Measurement System Technical Specification" means the technical specification relating to the Pre-Capture Meter Measurement System as set out in Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Measurement Uncertainty Assessment" has the meaning given to that term in paragraph 3.8 of Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Overall Measurement Uncertainty Requirement" has the meaning given to that term in paragraph 3.6 (*Measurement uncertainty requirement*) of Part D (*Pre-Capture Meter Measurement System – Technical Specification*);

"Pre-Capture Meter Proving Test" means the test described in paragraph 4.8 of Part C (*Pre-Capture Meter Measurement System – Operations*), or as otherwise agreed in accordance with paragraph 4.14 of Part C (*Pre-Capture Meter Measurement System – Operations*);

"Pre-Capture Meter Proving Test Notice" has the meaning given to that term in paragraph 4.9 of Part C (*Pre-Capture Meter Measurement System – Operations*);

"Pre-Capture Meter Proving Test Response Notice" has the meaning given to that term in paragraph 4.11 of Part C (*Pre-Capture Meter Measurement System – Operations*);

"Pre-Capture Meter Proving Test Supporting Information" has the meaning given to that term in paragraph 4.11(C) of Part C (*Pre-Capture Meter Measurement System – Operations*);

"Pre-Capture Meter Technical Assurance" means compliance by the Emitter with the requirements of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) in relation to the Pre-Capture Meter Measurement System;

"Pre-Capture Meter Technical Assurance Agent" means a third party agent or representative appointed by the Waste ICC Contract Counterparty to be responsible for monitoring Pre-Capture Meter Technical Assurance;

"Pre-Capture Meter Waste ICC Technical Audit" means an audit, check, examination or inspection conducted by the Waste ICC Contract Counterparty and/or its appointed representative in accordance with Part B (*Pre-Capture Meter Measurement System – Technical Assurance*) of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*):

- (A) once every three (3) years in accordance with the timings set out in paragraph 4.4 of Part B (*Pre-Capture Meter Measurement System – Technical Assurance*) (each a **"Routine Pre-Capture Meter Waste ICC Technical Audit"**); or
- (B) with such frequency as is considered necessary by the Waste ICC Contract Counterparty in accordance with paragraph 4.1 of Part B (*Pre-Capture Meter Measurement System - Technical Assurance*), acting reasonably (each a **"Non-Routine Pre-Capture Meter Waste ICC Technical Audit"**);

"Routine Pre-Capture Meter Waste ICC Technical Audit" has the meaning given to that term in limb (A) of the definition of Pre-Capture Meter Waste ICC Technical Audit;

"Stack Meter Measurement Specification" means the requirements of Annex 10 (*Stack Meter Operational Framework and Technical Specification*); and

"Stack Meter Measurement System" has the meaning given to that term in Annex 10 (*Stack Meter Operational Framework and Technical Specification*).

Part A
Pre-Capture Meter Measurement System – General

1. INTRODUCTION

1.1 This Part sets out:

- (A) the general requirements for the installation, commissioning, operation and maintenance of the Pre-Capture Meter Measurement System;
- (B) the Emitter's responsibilities, the ownership and use of data and the access to the Pre-Capture Meter Measurement System; and
- (C) the functions of any agents or representatives appointed by the Waste ICC Contract Counterparty in connection with such Pre-Capture Meter Measurement System.

1.2 For the purposes of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*), the relevant quantities of CO₂ shall be measured and recorded through the Pre-Capture Meter Measurement System installed, commissioned, operated and maintained and otherwise provided for as set out in this Part A (*Pre-Capture Meter Measurement System – General*).

1.3 In this Part A (*Pre-Capture Meter Measurement System – General*):

- (A) in relation to the Pre-Capture Meter Measurement System, references to requirements under the Pre-Capture Meter Measurement System Technical Specification shall be construed as requirements in relation to all of the Inlet CO₂ Pre-Capture Meters and associated equipment comprised or required to be comprised in that Pre-Capture Meter Measurement System;
- (B) references to the Pre-Capture Meter Measurement System include a Pre-Capture Meter Measurement System comprising one (1) or more Inlet CO₂ Pre-Capture Meter(s) which a third party is or will be required to install;
- (C) references to the Pre-Capture Meter Measurement System shall be construed as references to all of the Inlet CO₂ Pre-Capture Meters and associated equipment which are or will be comprised in such Pre-Capture Meter Measurement System; and
- (D) "**commission**" means to commission for the purposes of the Waste ICC Contract Settlement Activities in accordance with this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) and "**commissioned**" and other derivative terms shall be construed accordingly.

2. EMITTER RESPONSIBILITY FOR PRE-CAPTURE METER MEASUREMENT EQUIPMENT

2.1 The principal functions and responsibilities of the Emitter (or any agent or representative appointed on its behalf) shall be to install, commission, operate, test, maintain, rectify faults and provide a sealing service in respect of the Pre-Capture Meter Measurement System in accordance with Part D (*Pre-Capture Meter Measurement System – Technical Specification*).

2.2 The Emitter shall comply with or (as appropriate) procure that any appointed agent or representative complies with the requirements of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*).

3. PRE-CAPTURE METER MEASUREMENT SYSTEM – BASIC REQUIREMENTS

Emitter Responsibilities

3.1 The Emitter shall ensure that the Pre-Capture Meter Measurement System is:

- (A) calibrated, tested, installed and commissioned; and
- (B) operated and maintained,

for the purposes described in paragraph 1.2 in accordance with and subject to the provisions of this Part A (*Pre-Capture Meter Measurement System – General*) and in accordance with Part D (*Pre-Capture Meter Measurement System – Technical Specification*).

Pre-Capture Meter Measurement System Technical Details

3.2 The Emitter shall, in accordance with this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*):

- (A) establish and maintain Pre-Capture Meter Measurement System Technical Details in respect of the Pre-Capture Meter Measurement System; and
- (B) ensure that such Pre-Capture Meter Measurement System Technical Details are true, complete and accurate.

Information and records

3.3 The Emitter shall:

- (A) comply with the requirements of the Waste ICC Contract when providing the Waste ICC Contract Counterparty with information relating to the Pre-Capture Meter Measurement System, including the Pre-Capture Meter Measurement System Technical Details;
- (B) provide such Pre-Capture Meter Measurement System Technical Details to the Waste ICC Contract Counterparty; and
- (C) provide the Waste ICC Contract Counterparty with all such information regarding the Pre-Capture Meter Measurement System as the Waste ICC Contract Counterparty reasonably requires for the purposes of carrying out a Pre-Capture Meter Waste ICC Technical Audit.

3.4 The information to be provided under paragraphs 3.3(A), 3.3(B) and 3.3(C) includes information regarding the dates and time periods for the installation of new Inlet CO₂ Pre-Capture Meters and the dates and time periods when such Inlet CO₂ Pre-Capture Meters are out of service.

3.5 The Emitter shall:

- (A) prepare and maintain complete and accurate records in relation to the Pre-Capture Meter Measurement System; and
- (B) provide a copy of such records to the Waste ICC Contract Counterparty promptly upon request.

Compliance with the Pre-Capture Meter Measurement System Technical Specification

- 3.6 All components of the Pre-Capture Meter Measurement System shall, as a minimum, comply with the requirements referred to or set out in Part D (*Pre-Capture Meter Measurement System – Technical Specification*).
- 3.7 The Emitter shall provide such evidence as the Waste ICC Contract Counterparty may require to confirm that, following its commissioning, the Pre-Capture Meter Measurement System meets the requirements of Part D (*Pre-Capture Meter Measurement System – Technical Specification*). This evidence shall be traceable and dated.
- 3.8 Subject to paragraphs 3.9 and 3.10, each component of the Pre-Capture Meter Measurement System shall be required to comply with the applicable standards specified in the Pre-Capture Meter Measurement System Technical Specification which are current at the Agreement Date.
- 3.9 If, following the Agreement Date, any component of the Pre-Capture Meter Measurement System is calibrated, tested, installed or commissioned, the calibration, testing, installation or commissioning of such component shall be required to be carried out in accordance with and comply with the latest version of the standards specified in the Pre-Capture Meter Measurement System Technical Specification prevailing at the time of such calibration, testing, installation or commissioning.

Pre-Capture Meter Measurement System Material Change

- 3.10 Notwithstanding paragraphs 3.6 to 3.9, where any Pre-Capture Meter Measurement System Material Change occurs:
- (A) the Emitter shall promptly, and in any event no later than two (2) Business Days following such Pre-Capture Meter Measurement System Material Change, notify the Waste ICC Contract Counterparty; and
 - (B) the latest version of the standards specified in the Pre-Capture Meter Measurement System Technical Specification shall apply to the components which are the subject of such Pre-Capture Meter Measurement System Material Change.

Calibration of Pre-Capture Meter Measurement System

- 3.11 The Emitter shall ensure that the Pre-Capture Meter Measurement System is calibrated (including during installation, testing, commissioning, maintenance and operation) in accordance with Part D (*Pre-Capture Meter Measurement System – Technical Specification*).

Commissioning and maintenance of Pre-Capture Meter Measurement System

- 3.12 The Emitter shall, at its own cost and expense, ensure that the Pre-Capture Meter Measurement System is kept in good working order, repair and condition in accordance with Part D (*Pre-Capture Meter Measurement System – Technical Specification*) to the extent necessary to allow the correct registration, recording and transmission of the Pre-Capture Meter Inlet CO₂ Measurement Data by the relevant component of the Pre-Capture Meter Measurement System.
- 3.13 If any component of the Pre-Capture Meter Measurement System is removed, replaced or otherwise changed, then the commissioning and maintenance record in relation to such removed, replaced or changed component (including any replacement) shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be provided to the Waste ICC Contract Counterparty upon request.

Testing and inspection

- 3.14 The Emitter shall ensure that routine audits, tests and checks, including but not limited to any audits, tests and checks required pursuant to Part D (*Pre-Capture Meter Measurement System – Technical Specification*), are carried out to confirm the measurement uncertainty of the Pre-Capture Meter Measurement System, in addition to the Pre-Capture Meter Waste ICC Technical Audits carried out by the Waste ICC Contract Counterparty (or its appointed representative).
- 3.15 The Emitter shall ensure that a test of the measurement uncertainty of any component of the Pre-Capture Meter Measurement System which replaces a defective or inaccurate component is carried out where any defective or inaccurate component of the Pre-Capture Meter Measurement System is replaced as soon as reasonably practicable after the installation of such component.
- 3.16 The Emitter shall give the Waste ICC Contract Counterparty reasonable prior notice of the date, time, place and nature of every audit test and/or check carried out pursuant to paragraph 3.14 and the Waste ICC Contract Counterparty shall have the right to attend such audit test(s) and/or check(s).
- 3.17 If the Emitter (or any agent or representative appointed on its behalf) has reason to believe that the Pre-Capture Meter Measurement System does not comply with the requirements set out in Part D (*Pre-Capture Meter Measurement System – Technical Specification*), or otherwise for any reason is recording Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data, the Emitter or such other third party (as procured by the Emitter) shall so notify:
- (A) the Waste ICC Contract Counterparty; and
 - (B) the Emitter (if relevant),
- as soon as reasonably practicable and in any event, within forty-eight (48) hours of the date on which the Emitter or such other third party becomes aware of the same.
- 3.18 The Waste ICC Contract Counterparty may appoint a Pre-Capture Meter Technical Assurance Agent to conduct an inspection of the Pre-Capture Meter Measurement System as part of the Routine Pre-Capture Meter Waste ICC Technical Audit once every three (3) years as set out in paragraph 4.4 of Part B (*Pre-Capture Meter Measurement System – Technical Assurance*) of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*). The timing and frequency of such an inspection shall be independent of any inspection carried out or otherwise attended by the Waste ICC Contract Counterparty under paragraphs 3.16 or 3.20. The Waste ICC Contract Counterparty shall give the Emitter notice of its intention to carry out such an inspection, setting out the date on which it proposes to do so, which shall generally be no sooner than ten (10) Business Days after the date of the notice.
- 3.19 All reasonable costs incurred in undertaking a Routine Pre-Capture Meter Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any tests which form part of such Routine Pre-Capture Meter Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 3.20 If the Waste ICC Contract Counterparty is notified (under paragraph 3.17(A)) or otherwise has reason to believe that any component of the Pre-Capture Meter Measurement System does not comply with the requirements set out in Part D (*Pre-Capture Meter Measurement System*

– *Technical Specification*) or the Pre-Capture Meter Measurement System is otherwise for any reason recording Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data:

- (A) the Waste ICC Contract Counterparty may require the Emitter to inspect and then test the Pre-Capture Meter Measurement System as soon as reasonably practicable, and in any event no later than ten (10) Business Days after the Waste ICC Contract Counterparty gives notice of such requirement pursuant to this paragraph 3.20(A), whereupon the Emitter shall carry out such test in the presence of a representative of the Waste ICC Contract Counterparty; or
 - (B) the Waste ICC Contract Counterparty may, as part of a Non-Routine Pre-Capture Meter Waste ICC Technical Audit and without giving notice to the Emitter, arrange for the inspection of the Pre-Capture Meter Measurement System by a Pre-Capture Meter Technical Assurance Agent, and for such agent to carry out such tests as such agent shall deem necessary to determine the measurement uncertainty of the Pre-Capture Meter Measurement System, and the Emitter shall co-operate with such agent in carrying out such tests. A Pre-Capture Meter Technical Assurance Agent shall be entitled to assume that all required consents have been obtained for the relevant inspection until such time as it is notified to the contrary.
- 3.21 Subject to paragraph 3.22, all reasonable costs incurred in undertaking a Non-Routine Pre-Capture Meter Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any tests which form part of that Non-Routine Pre-Capture Meter Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 3.22 Where pursuant to a Non-Routine Pre-Capture Meter Waste ICC Technical Audit, the Emitter is found not to be in material breach of any requirement of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*), any reasonable costs reasonably incurred by the Emitter in carrying out any inspections and tests required by the Waste ICC Contract Counterparty as part of a Non-Routine Pre-Capture Meter Waste ICC Technical Audit (but excluding any costs associated with the attendance by the Emitter and/or its appointed representative(s) at such inspections and tests), shall be payable by the Waste ICC Contract Counterparty and included in the next Opex Payment Billing Statement, unless such Non-Routine Pre-Capture Meter Waste ICC Technical Audit has been requested by the Emitter in accordance with paragraph 4.1(E) (*Reasons for requesting a Non-Routine Pre-Capture Meter Waste ICC Technical Audit*) of Part B (*Pre-Capture Meter Measurement System – Technical Assurance*) in which case the reasonable costs incurred by the Waste ICC Contract Counterparty shall be payable by the Emitter and included in the next Opex Payment Billing Statement. For the purposes of this paragraph, "**material breach**" shall mean a breach that has a material impact on the Pre-Capture Meter Inlet CO₂ Measurement Data provided for the purposes of the Waste ICC Contract Settlement Activities.
- 3.23 Any test carried out pursuant to paragraphs 3.14 to 3.21 shall comply with Part D (*Pre-Capture Meter Measurement System - Technical Specification*).

Sealing and security

- 3.24 The Emitter shall:
- (A) procure that the Pre-Capture Meter Measurement System is sealed in accordance with Part D (*Pre-Capture Meter Measurement System - Technical Specification*);

- (B) procure that the Pre-Capture Meter Measurement System is as secure as possible in all circumstances; and
- (C) notify the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than two (2) Business Days after becoming aware that any of the Pre-Capture Meter Measurement System's seals are broken or damaged.

4. DATA

Ownership of data

- 4.1 Subject to paragraph 4.2, the Emitter shall own the Pre-Capture Meter Inlet CO₂ Measurement Data and may provide any person with access to and use of such Pre-Capture Meter Inlet CO₂ Measurement Data.
- 4.2 The Emitter shall not exercise any rights in relation to, or provide any person with any use of or access to, Pre-Capture Meter Inlet CO₂ Measurement Data in a manner which would interfere with the Waste ICC Contract Settlement Activities or which otherwise would be inconsistent with giving effect to the Waste ICC Contract or this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) (including the exercise of the Waste ICC Contract Counterparty's rights hereunder).

Access to and use of data

- 4.3 The Emitter shall promptly provide access to, and hereby authorises the use of, Pre-Capture Meter Inlet CO₂ Measurement Data, to and by the Waste ICC Contract Counterparty (for the purposes of this paragraph 4.3, the "**data recipient**", which term shall include any officer, official, director, employee, agent, representative, consultant or adviser of the same), without charge, for all purposes for which each such data recipient requires such access and use pursuant to or in order to give effect to this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*), but not for any other purpose.
- 4.4 The Emitter shall promptly provide the Pre-Capture Meter Inlet CO₂ Measurement Data to:
 - (A) each Third Party; and
 - (B) any other person,
 who (in either case) is entitled to receive such Pre-Capture Meter Inlet CO₂ Measurement Data in accordance with the Waste ICC Contract or this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*).

Frequency of submission of Pre-Capture Meter Inlet CO₂ Quaternary Data

- 4.5 Should the Waste ICC Contract Counterparty approve a request by the Emitter to change the frequency with which it provides details of the Pre-Capture Meter Inlet CO₂ Quaternary Data to the Waste ICC Contract Settlement Services Provider pursuant to the Waste ICC Contract, the Waste ICC Contract Counterparty may charge an administrative fee to cover its reasonable costs in relation to such change.

Missing and Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data

- 4.6 If, for any reason:
 - (A) any Pre-Capture Meter Inlet CO₂ Primary Data is not available in respect of any minute; or

- (B) any Pre-Capture Meter Inlet CO₂ Primary Data in respect of any minute is Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data which cannot be corrected pursuant to paragraph 4.8(B),

each such minute of Pre-Capture Meter Inlet CO₂ Primary Data and any corresponding Outlet CO₂ Metered Data (as applicable) shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate and/or Measured CO₂ Input (as applicable) for the purposes of the Waste ICC Contract.

- 4.7 If any Settlement Unit is a Pre-Capture Meter Invalid Settlement Unit then for the purposes of the Waste ICC Contract, the Measured CO₂ Input, Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or Achieved CO₂ Utilisation Rate (as applicable) for such Pre-Capture Meter Invalid Settlement Unit, shall be deemed to be zero (0).

- 4.8 If the Emitter becomes aware at any time that any Pre-Capture Meter Inlet CO₂ Measurement Data measured by the Pre-Capture Meter Measurement System is Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data:

- (A) if it is technically feasible to correct such Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data such that it is not Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data, the Emitter shall:

- (i) correct such Pre-Capture Meter Inlet CO₂ Measurement Data to the satisfaction of the Waste ICC Contract Counterparty as soon as possible and in any event by the start of the next Billing Period;
- (ii) notify the Waste ICC Contract Counterparty of such corrected Pre-Capture Meter Inlet CO₂ Measurement Data within two (2) Business Days of such Pre-Capture Meter Inlet CO₂ Measurement Data being corrected; and
- (iii) the Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data shall be replaced with such corrected Pre-Capture Meter Inlet CO₂ Measurement Data for the purposes of the Waste ICC Contract; or

- (B) if it is not technically feasible to correct such Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data such that it is not Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data, then each such minute of Pre-Capture Meter Inlet CO₂ Primary Data and any corresponding Outlet CO₂ Metered Data (as applicable) shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate and/or Measured CO₂ Input (as applicable) for the purposes of the Waste ICC Contract.

5. ACCESS TO PROPERTY

Grant and procurement of rights

- 5.1 The Emitter shall permit the Waste ICC Contract Counterparty and any Pre-Capture Meter Invitee to access any part of the relevant property in accordance with this paragraph 5.

- 5.2 In this paragraph 5, the **"relevant property"** is:

- (A) any and all components of the Pre-Capture Meter Measurement System; and
- (B) the property of any third party, the exercise of whose rights could prevent the Emitter, the Waste ICC Contract Counterparty or any Pre-Capture Meter Invitee from performing

their obligations and/or exercising their rights under this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*).

- 5.3 The Emitter shall give the Waste ICC Contract Counterparty and any Pre-Capture Meter Invitee full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, tests, reviews and checks, including full rights to carry out such tests on any component of the Pre-Capture Meter Measurement System, provided that the person or persons responsible for carrying out such tests is or are competent in the operation of such component.
- 5.4 The rights and permissions referred to in paragraphs 5.1 and 5.3 are:
- (A) for any Pre-Capture Meter Invitee, full rights to enter upon and through and remain upon the relevant property or do any other act contemplated by this Part A (*Pre-Capture Meter Measurement System – General*);
 - (B) for the Waste ICC Contract Counterparty and/or its appointed representative (including any agent, employee or contractor), full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, tests, reviews and checks for the purposes of a Pre-Capture Meter Waste ICC Technical Audit, including full rights to carry out such tests on the Pre-Capture Meter Measurement System, provided that the person or persons responsible for carrying out such tests is or are competent in the operation of the Pre-Capture Meter Measurement System; and
 - (C) for a Pre-Capture Meter Technical Assurance Agent, full rights to undertake on-site tests and checks and to report on the Pre-Capture Meter Measurement System in relation to its compliance with Part D (*Pre-Capture Meter Measurement System - Technical Specification*) and this Part A (*Pre-Capture Meter Measurement System – General*),

but in each case only to the extent such rights are necessary for the purposes of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) and subject to the other provisions of this paragraph 5.

Safe access

- 5.5 Subject to the rights of the Waste ICC Contract Counterparty to require inspection without notice pursuant to paragraph 3.20(B), the Emitter shall use all reasonable endeavours to procure that all reasonable arrangements and provisions are made, and revised from time to time, as and when necessary or desirable to facilitate the safe exercise by any Pre-Capture Meter Invitee of any right of access granted pursuant to paragraphs 5.1 to 5.4 with the minimum of disruption, disturbance and inconvenience to such Pre-Capture Meter Invitee.
- 5.6 The arrangements and provisions referred to in paragraph 5.5 may, to the extent that the same are reasonable, limit or restrict the exercise of such right of access granted pursuant to paragraphs 5.1 to 5.4 and/or provide for the Emitter to make directions or regulations from time to time in relation to a specified matter.
- 5.7 Matters to be covered by the arrangements and/or provisions referred to in paragraph 5.5 include:
- (A) provision of a site safety induction;
 - (B) supply of all necessary personal protective equipment;

- (C) a method of identifying any relevant component of the Pre-Capture Meter Measurement System;
- (D) the particular access routes applicable to the relevant property having particular regard to the weight and size limits on those routes;
- (E) any limitations on times of exercise of the right of access;
- (F) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising the right of access and procedures for obtaining the same;
- (G) the means of communication by the Emitter (to all individuals exercising the right of access) of any relevant directions or regulations made by the Emitter;
- (H) the availability of all site personnel that the individuals exercising the right of access may wish to liaise with during the exercise of the right of access granted pursuant to paragraphs 5.1 to 5.4;
- (I) the identification of and arrangements applicable to the individuals exercising the right of access granted pursuant to paragraphs 5.1 to 5.4;
- (J) where relevant, the obligation to comply with the procedural requirements set out in Part D (*Pre-Capture Meter Measurement System - Technical Specification*) on procedures; and
- (K) disclosure of any known hazards on the site.

5.8 The Waste ICC Contract Counterparty shall take all reasonable steps to procure that any Pre-Capture Meter Invitee observes and performs any such arrangements and provisions (or directions or regulations issued pursuant thereto), failing which in any particular case the Emitter may take reasonable steps to ensure that, as a condition of exercising any right of access pursuant to paragraphs 5.1 to 5.4, each Pre-Capture Meter Invitee shall agree to observe and perform the same.

Damage

5.9 Subject to Condition 52.8 (*General limitation on liability*), the Waste ICC Contract Counterparty shall take all reasonable steps to procure that each Pre-Capture Meter Invitee takes all reasonable steps in the exercise of any right of access pursuant to paragraphs 5.1 to 5.4, in order to:

- (A) avoid or minimise damage in relation to any relevant property; and
- (B) cause as little disturbance and inconvenience as possible to any Third Party, third party or other occupier of any relevant property,

and that each Pre-Capture Meter Invitee makes good any damage caused to such property in the course of the exercise of such rights as soon as practicable.

5.10 Subject to paragraph 5.9, all such rights of access shall be exercisable by each Pre-Capture Meter Invitee free of any charge or payment of any kind.

Denial of access

5.11 The Waste ICC Contract Counterparty shall be deemed not to be in breach of any duty or obligation under this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) if and to the extent that its inability to perform such duty or obligation is directly

attributable to the Waste ICC Contract Counterparty or any other Pre-Capture Meter Invitee being denied necessary access to the Pre-Capture Meter Measurement System.

Part B
Pre-Capture Meter Measurement System - Technical Assurance

1. INTRODUCTION

1.1 This Part sets out:

- (A) the requirements in relation to the appointment of a Pre-Capture Meter Technical Assurance Agent;
- (B) the responsibilities of the Pre-Capture Meter Technical Assurance Agent; and
- (C) the tests and checks forming part of a Pre-Capture Meter Waste ICC Technical Audit, the timing of Routine Pre-Capture Meter Waste ICC Technical Audits and the grounds to request a Non-Routine Pre-Capture Meter Waste ICC Technical Audit.

2. TECHNICAL ASSURANCE

- 2.1** The Waste ICC Contract Counterparty may appoint a Pre-Capture Meter Technical Assurance Agent to carry out inspections and/or audits of the Pre-Capture Meter Measurement System. For the avoidance of doubt, for the purposes of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) and as the context requires, the Pre-Capture Meter Technical Assurance Agent shall be an agent of the Waste ICC Contract Counterparty.
- 2.2** The Pre-Capture Meter Technical Assurance Agent shall monitor Pre-Capture Meter Technical Assurance and identify cases where there is any Pre-Capture Meter Technical Assurance failure ("**non-compliance**").
- 2.3** The Pre-Capture Meter Technical Assurance Agent shall meet all of the following criteria:
 - (A) be a qualified BS EN 14181 auditor; and
 - (B) possess an appropriate level of knowledge of metering and technical systems of the same type as the Pre-Capture Meter Measurement System.

3. NON-COMPLIANCE

3.1 The Pre-Capture Meter Technical Assurance Agent shall determine:

- (A) in respect of those matters (including those associated with or connected to the Pre-Capture Meter Measurement System) which it has been requested to inspect and/or audit, that such matter is non-compliant if the requirements of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) are not being adhered to and/or if configurable meter parameters are not consistent with the Pre-Capture Meter Measurement System Technical Details provided by the Emitter; and
- (B) in respect of any non-compliance determined in accordance with paragraph (A), whether it considers such non-compliance to be material.

3.2 Where any non-compliance has been determined in accordance with paragraph 3.1, the Emitter shall ensure that the non-compliance is rectified as soon as reasonably practicable.

3.3 Following the rectification of any material non-compliance (as determined by the Pre-Capture Meter Technical Assurance Agent in accordance with paragraph 3.1), the Waste ICC Contract Counterparty shall, where in its discretion it considers it appropriate to do so having regard to the nature of such rectification, require the Emitter to carry out a Pre-Capture Meter Proving Test, and the Waste ICC Contract Counterparty and/or the Pre-Capture Meter Technical

Assurance Agent may attend and/or request details if any such Pre-Capture Meter Proving Test is carried out.

4. **AUDIT**

Reasons for requesting a Non-Routine Pre-Capture Meter Waste ICC Technical Audit

4.1 The Waste ICC Contract Counterparty and/or its appointed representative (including the Pre-Capture Meter Technical Assurance Agent) may conduct a Non-Routine Pre-Capture Meter Waste ICC Technical Audit for the following reasons:

- (A) the Waste ICC Contract Counterparty has reason to suspect:
 - (i) invalid Pre-Capture Meter Measurement System Technical Details have been provided by the Emitter; and/or
 - (ii) that any Pre-Capture Meter Inlet CO₂ Measurement Data recorded by the Pre-Capture Meter Measurement System is Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data;
- (B) Pre-Capture Meter Inlet CO₂ Measurement Data recorded by the Pre-Capture Meter Measurement System has failed validation;
- (C) the Waste ICC Contract Counterparty has not been provided with or is unable to access the Pre-Capture Meter Inlet CO₂ Measurement Data from the Pre-Capture Meter Measurement System;
- (D) Pre-Capture Meter Inlet CO₂ Measurement Data required for a Pre-Capture Meter Proving Test cannot be obtained; and/or
- (E) the Emitter requires such a Non-Routine Pre-Capture Meter Waste ICC Technical Audit.

Description of tests and checks forming part of a Pre-Capture Meter Waste ICC Technical Audit

4.2 The Waste ICC Contract Counterparty and/or its appointed representative (including the Pre-Capture Meter Technical Assurance Agent) may carry out tests and checks as part of any Pre-Capture Meter Waste ICC Technical Audit including, but not limited to, the following:

- (A) Pre-Capture Meter Measurement System Technical Details

The Pre-Capture Meter Measurement System Technical Details may be checked to ensure that they conform with those recorded in Waste ICC Contract Settlement Activities systems using information provided by the Emitter, including any commissioning details.

- (B) Measurement uncertainty

The measurement uncertainty of the Pre-Capture Meter Measurement System may be checked by the Waste ICC Contract Counterparty, the Pre-Capture Meter Technical Assurance Agent or any other appointed agent in accordance with the applicable requirements set out in Part D (*Pre-Capture Meter Measurement System - Technical Specification*).

(C) Compliance with Pre-Capture Meter Measurement System Technical Specification

Checks may be carried out to ensure that the Pre-Capture Meter Measurement System meets the standards required by Part D (*Pre-Capture Meter Measurement System - Technical Specification*).

(D) Quality of Installation

All points may be checked in accordance with Part D (*Pre-Capture Meter Measurement System Technical Specification*) including, but not limited to the:

- (i) labelling of equipment;
- (ii) general standard of installation, being the good working practice standard; and
- (iii) compliance of installation with any relevant manufacturers' requirements and/or guidelines.

(E) Queries and appeals

If the Emitter wishes to query or appeal any determination made pursuant to the Pre-Capture Meter Waste ICC Technical Audit process, the Parties shall endeavour in good faith to resolve any such query or appeal through negotiation and if the Parties are unable to resolve such query or dispute through negotiation, the Emitter may refer such query or appeal to an expert for determination in accordance with the Expert Determination Procedure.

Investigation of Pre-Capture Meter Invalid Settlement Units

4.3 If:

- (A) there are greater than five (5) Pre-Capture Meter Invalid Settlement Units in a Billing Period; and/or
- (B) there are greater than twenty (20) Pre-Capture Meter Invalid Settlement Units within any twelve (12) consecutive Billing Periods,

then the Waste ICC Contract Counterparty and/or its appointed representative may undertake a full investigation of the Pre-Capture Meter Measurement System at the Emitter's expense.

Timing of Routine Pre-Capture Meter Waste ICC Technical Audit

4.4 If required by the Waste ICC Contract Counterparty, a Routine Pre-Capture Meter Waste ICC Technical Audit shall be conducted in the first quarter of each of the following years during the term of the Waste ICC Contract (and each date shall be calculated by reference to the Start Date):

- (A) year one (1) (being the year which commences twelve (12) Months after the Start Date);
- (B) year four (4);
- (C) year seven (7);
- (D) year ten (10) (if applicable); and
- (E) year thirteen (13) (if applicable).

Part C

Pre-Capture Meter Measurement System - Operations

1. INTRODUCTION

Purpose and scope

- 1.1 This Part C (*Pre-Capture Meter Measurement System - Operations*) sets out:
- (A) the processes that the Emitter shall develop and implement to operate the Pre-Capture Meter Measurement System;
 - (B) the processes for the identification and reporting of faults; and
 - (C) the processes for installing, calibrating and commissioning the Pre-Capture Meter Measurement System.

2. METER OPERATION OBLIGATIONS

General Obligations: Systems and Processes

- 2.1 The Emitter shall develop and implement systems and processes in accordance with Part D (*Pre-Capture Meter Measurement System - Technical Specification*) for the operation of the Pre-Capture Meter Measurement System.
- 2.2 Subject to paragraph 2.2 of Part A (*Pre-Capture Metering Meter Measurement System – General*), the Emitter may appoint a competent third party, agent or representative to operate its Pre-Capture Meter Measurement System. If the Emitter does appoint such a third party, it shall notify the Waste ICC Contract Counterparty as soon as reasonably practicable of the identity of that third party, the scope of its appointment and of any change to the identity of such person including any cessation of such appointment.
- 2.3 Where the Emitter has appointed a third party to operate its Pre-Capture Meter Measurement System in accordance with paragraph 2.2 of Part A (*Pre-Capture Metering Meter Measurement System - General*) and that third party ceases to do so at any time and for any reason, the Emitter shall resume the responsibility for operating the relevant Pre-Capture Meter Measurement System until such a time as a replacement third party is appointed.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3 above, the Emitter shall remain responsible for any failure by any third party, agent or representative appointed on behalf of the Emitter to comply with the requirements of this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*).

Identification and Reporting of Faults

- 2.5 Without prejudice to the Waste ICC Contract Counterparty's other rights under this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*):
- (A) if at any time any component of the Pre-Capture Meter Measurement System is destroyed, damaged, faulty or otherwise ceases to function, or is found to be determining the Measured CO₂ Input from the Pre-Capture Meter Inlet CO₂ Measurement Data recorded by the Pre-Capture Meter Measurement System outside the Pre-Capture Meter Overall Measurement Uncertainty Requirement as set out in Part D (*Pre-Capture Meter Measurement System – Technical Specification*), the Emitter shall notify the Waste ICC Contract Counterparty of the nature of such fault within one (1) Business Day of becoming aware of the same. The Emitter shall separately identify

in such notice any faults affecting the Pre-Capture Meter Inlet CO₂ Measurement Data and those not affecting the Pre-Capture Meter Inlet CO₂ Measurement Data;

- (B) the Emitter shall investigate such fault within two (2) Business Days of becoming aware of the fault. If the Emitter employs a third party agent or representative to operate the relevant component of the Pre-Capture Meter Measurement System, the Emitter shall investigate the fault within five (5) Business Days of being notified by such third party of such fault or otherwise becoming aware of the same;
- (C) the Emitter shall use all reasonable endeavours to rectify the fault including by repairing or replacing any defective component so as to ensure that such component is back in service and is operating in accordance with Part D (*Pre-Capture Meter Measurement System – Technical Specification*), as soon as reasonably practicable and in any event within ten (10) Business Days of the date on which the fault is discovered by or notified to the Emitter;
- (D) if the fault has not been rectified within such ten (10) Business Day period, the Emitter shall notify the Waste ICC Contract Counterparty on the Business Day immediately following such ten (10) Business Day period with a proposal setting out how and the time period within which it intends to rectify the fault;
- (E) the Emitter shall notify the Waste ICC Contract Counterparty within two (2) Business Days of rectifying the relevant fault. For these purposes, a fault affecting any Pre-Capture Meter Inlet CO₂ Measurement Data shall be treated as rectified when the relevant Pre-Capture Meter Measurement System recommences recording and supplying Pre-Capture Meter Inlet CO₂ Measurement Data to the Waste ICC Contract Counterparty and Waste ICC Contract Settlement Services Provider, in compliance with Part D (*Pre-Capture Meter Measurement System - Technical Specification*); and
- (F) the Waste ICC Contract Counterparty shall be entitled to attend any investigation of the Pre-Capture Meter Measurement System fault and the reasonable costs of such attendance shall be borne by the Emitter.

3. INTERFACE AND TIMETABLE INFORMATION

New component

- 3.1 In the event that the Emitter installs any new component of the Pre-Capture Meter Measurement System, it shall:
- (A) ensure that it does so in compliance with this Part C (*Pre-Capture Meter Measurement System - Operations*) and Part D (*Pre-Capture Meter Measurement System - Technical Specification*); and
 - (B) provide an updated version of the relevant schematic diagram referred to in paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract.

Replacement of the Pre-Capture Meter Measurement System

- 3.2 If any component of the Pre-Capture Meter Measurement System needs to be replaced for any reason, the Emitter shall install and commission a "like-for-like" or better performing replacement component and within two (2) Business Days of completion of the commissioning

of the relevant replacement component the Emitter shall notify the Waste ICC Contract Counterparty, including any relevant Supporting Information, confirming:

- (A) that it has successfully installed and commissioned the relevant component; and
 - (B) whether the replacement of the relevant component constitutes a Pre-Capture Meter Measurement System Material Change.
- 3.3 Any notice issued by the Emitter pursuant to paragraph 3.2 shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, such notice.
- 3.4 If the replacement of a component pursuant to paragraph 3.2 constitutes a Pre-Capture Meter Measurement System Material Change, the Emitter shall:
- (A) provide an updated version of the relevant schematic diagram referred to in paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract; and
 - (B) undertake a Pre-Capture Meter Proving Test of the Pre-Capture Meter Measurement System within twenty (20) Business Days of completion of the commissioning of such component.

4. **INSTALLATION, CALIBRATION, COMMISSIONING AND PROVING TESTS**

Initial Installation

- 4.1 The Emitter shall install and commission the initial component(s) of the Pre-Capture Meter Measurement System in accordance with this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) prior to the commencement of Payments in accordance with the terms of the Waste ICC Contract.

In-situ calibration of the Pre-Capture Meter Measurement System

- 4.2 Prior to commissioning, all relevant components of the Pre-Capture Meter Measurement System shall have appropriate MCERTS certification and be calibrated in situ in compliance with BS EN 14181 and BS EN ISO 16911-2 following initial installation to meet the Pre-Capture Meter Overall Measurement Uncertainty Requirement stated in Part D (*Pre-Capture Meter Measurement System - Technical Specification*). Such calibration shall demonstrate conformity with relevant product standards applicable to the class index of each component of the Pre-Capture Meter Measurement System. The Emitter shall procure the manufacturers' certificates which include the actual errors of each component of the Pre-Capture Meter Measurement System across its operating range. Such certificates shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be made available, on request, to the Waste ICC Contract Counterparty.

Commissioning of the Pre-Capture Meter Measurement System

- 4.3 The purpose of commissioning is to ensure that the CO₂ flowing across the Inlet CO₂ Pre-Capture Meter Measurement Point(s) is recorded by the associated Pre-Capture Meter Measurement System in accordance with the requirements specified in Part D (*Pre-Capture Meter Measurement System – Technical Specification*).
- 4.4 The Emitter shall commission the Pre-Capture Meter Measurement System on site to confirm and record, so far as appropriate, that:

- (A) the Pre-Capture Meter Measurement System has been installed to the Reasonable and Prudent Standard and in accordance with BS EN 15259;
- (B) the components of the Pre-Capture Meter Measurement System are certified in accordance with BS EN 15267 and The Measuring Instrument Regulations 2016 (to the extent applicable); and
- (C) the Pre-Capture Meter Measurement System is commissioned in accordance with BS EN 14181, with any calibration activities undertaken by organisations accredited in accordance with EN ISO/IEC 17025 for the relevant commissioning activities.

Proving of the Pre-Capture Meter Measurement System

- 4.5 The Emitter shall be required to perform a Pre-Capture Meter Proving Test:
- (A) prior to the Commissioning Tests and prior to the commencement of the provision of the Pre-Capture Meter Inlet CO₂ Quaternary Data to the Waste ICC Contract Counterparty pursuant to the Waste ICC Contract;
 - (B) following a Pre-Capture Meter Measurement System Material Change; and
 - (C) if required by any policy, Law or Industry Document.
- 4.6 The Emitter shall give the Waste ICC Contract Counterparty a minimum of twenty (20) Business Days' notice before performing a Pre-Capture Meter Proving Test.
- 4.7 The Waste ICC Contract Counterparty may request that a Pre-Capture Meter Technical Assurance Agent attends any Pre-Capture Meter Proving Test and the Emitter shall permit the same.
- 4.8 Each Pre-Capture Meter Proving Test shall be carried out in accordance with BS EN 14181 and BS EN ISO 16911-2 by MCERTS certified personnel employed by a test laboratory which is accredited in accordance with ISO/IEC 17025. Each Pre-Capture Meter Proving Test shall include, but shall not be limited to:
- (A) confirmation that the Pre-Capture Meter Measurement System is calibrated in accordance with applicable standards;
 - (B) a functional test that includes linearity, response time and zero/span checks, where applicable, and an audit of the Pre-Capture Meter Measurement System; and
 - (C) confirmation that the DAHS meets the applicable requirements of BS EN 17255-4 and is operating in accordance with the manufacturer's specification.
- 4.9 The Emitter shall give a notice to the Waste ICC Contract Counterparty of the results of each Pre-Capture Meter Proving Test within five (5) Business Days of the date such Pre-Capture Meter Proving Test is carried out (a "**Pre-Capture Meter Proving Test Notice**"). Each Pre-Capture Meter Proving Test Notice shall:
- (A) specify whether the Pre-Capture Meter Measurement System has or has not passed the Pre-Capture Meter Proving Test; and
 - (B) include such Supporting Information as the Emitter considers to be relevant to and supportive of the foregoing.

- 4.10 Each Pre-Capture Meter Proving Test Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Pre-Capture Meter Proving Test Notice.
- 4.11 The Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of a Pre-Capture Meter Proving Test Notice, give a notice to the Emitter (a **"Pre-Capture Meter Proving Test Response Notice"**). A Pre-Capture Meter Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty:
- (A) considers that the Pre-Capture Meter Proving Test has or has not been carried out in accordance with paragraph 4.8; and
 - (B) agrees or does not agree that the Pre-Capture Meter Measurement System has or has not passed the Pre-Capture Meter Proving Test; or
 - (C) considers that it has not been provided with sufficient Supporting Information to determine whether the Pre-Capture Meter Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the Pre-Capture Meter Measurement System has or has not passed the Pre-Capture Meter Proving Test to which the Pre-Capture Meter Proving Test Notice relates and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether the Pre-Capture Meter Proving Test has been carried out in accordance with paragraph 4.8 and whether the Pre-Capture Meter Measurement System has or has not passed the Pre-Capture Meter Proving Test (the **"Pre-Capture Meter Proving Test Supporting Information"**).
- 4.12 If the Waste ICC Contract Counterparty states in a Pre-Capture Meter Proving Test Response Notice that:
- (A) the Pre-Capture Meter Proving Test has been carried out in accordance with paragraph 4.8 and the Pre-Capture Meter Measurement System has passed the Pre-Capture Meter Proving Test, the Pre-Capture Meter Measurement System will be deemed to have passed the Pre-Capture Meter Proving Test for the purposes of the Waste ICC Contract;
 - (B) the Pre-Capture Meter Proving Test:
 - (i) has been carried out in accordance with paragraph 4.8 but the Pre-Capture Meter Measurement System has not passed the Pre-Capture Meter Proving Test; or
 - (ii) has not been carried out in accordance with paragraph 4.8,
 the Pre-Capture Meter Measurement System will be deemed not to have been passed the Pre-Capture Meter Proving Test for the purposes of the Waste ICC Contract and the Emitter will be required to carry out a further Pre-Capture Meter Proving Test within two (2) Business Days of receipt of the Pre-Capture Meter Proving Test Response Notice; or
 - (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Pre-Capture Meter Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the Pre-Capture Meter Measurement System has or has not passed the Pre-Capture Meter Proving Test to which the Pre-Capture Meter Proving Test Notice relates:

- (i) the Emitter shall provide the Pre-Capture Meter Proving Test Supporting Information as soon as practicable, and in any event no later than ten (10) Business Days after receipt of the Pre-Capture Meter Proving Test Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the Pre-Capture Meter Proving Test Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of such Pre-Capture Meter Proving Test Supporting Information, give a further Pre-Capture Meter Proving Test Response Notice to the Emitter (a **"Further Pre-Capture Meter Proving Test Response Notice"**). A Further Pre-Capture Meter Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty considers that the Pre-Capture Meter Proving Test has or has not been carried out in accordance with paragraph 4.8 and whether the Pre-Capture Meter Measurement System has or has not passed the Pre-Capture Meter Proving Test.
- 4.13 Nothing in this paragraph 4 (*Installation, Calibration and Commissioning and Proving Tests*) shall require the Waste ICC Contract Counterparty to specify in any Pre-Capture Meter Proving Test Response Notice or Further Pre-Capture Meter Proving Test Response Notice that the Waste ICC Contract Counterparty accepts that the Pre-Capture Meter Measurement System has passed the Pre-Capture Meter Proving Test, unless and until the Waste ICC Contract Counterparty is satisfied of the same.
- 4.14 The Emitter may use an alternative method of proving to that set out in paragraph 4.8 subject to obtaining the prior written consent of the Waste ICC Contract Counterparty (such consent not to be unreasonably withheld).

Part D
Pre-Capture Meter Measurement System - Technical Specification

1. METERING POINTS

- 1.1 The Emitter shall ensure that, in respect of each Inlet CO₂ Pre-Capture Meter (if applicable):
- (A) such Inlet CO₂ Pre-Capture Meter shall be installed on the CO₂-containing stream that is intended to be routed to the Capture Plant that includes Measured CO₂ Input; and
 - (B) each Inlet CO₂ Pre-Capture Meter Measurement Point shall be:
 - (i) located:
 - (a) at a common location, upstream of all Capture Plant Bypass Lines located on the common CO₂-containing stream, where all CO₂-containing streams intended to be routed to the Capture Plant from the Waste Installation are combined, as acceptable to the Waste ICC Contract Counterparty; or
 - (b) in different locations upstream of the relevant Capture Plant Bypass Line(s) acceptable to the Waste ICC Contract Counterparty which ensure that all CO₂-containing streams intended to be routed to the Capture Plant from the Waste Installation are accounted for;
 - (ii) installed at a location in compliance with BS EN 15259 such that a representative mass flow of CO₂ can be determined; and
 - (iii) installed in compliance with BS EN 15259 as confirmed by MCERTS certified personnel employed by a test laboratory which is accredited with ISO/IEC 17025.

2. PRE-CAPTURE METER EQUIPMENT

- 2.1 Each Inlet CO₂ Pre-Capture Meter shall include the following equipment:
- (A) a CEMS for the measurement of flue gas velocity (in order to determine the flue gas flow rate);
 - (B) a CEMS for the measurement of CO₂ concentration;
 - (C) any other measurement device(s) that are necessary to enable the calculation of the Pre-Capture Meter Inlet CO₂ Quaternary Data including flue gas temperature, pressure and moisture content; and
 - (D) a DAHS.

3. PRE-CAPTURE METER INLET CO₂ MEASUREMENT DATA

Reporting, determining and recording of Pre-Capture Meter Inlet CO₂ Measurement Data

- 3.1 The Emitter shall ensure that:
- (A) the following measurements are recorded for each minute by each Inlet CO₂ Pre-Capture Meter:
 - (i) the duct gas velocity (*expressed in m/s*);

- (ii) the absolute duct pressure (*expressed in kPa*);
 - (iii) the duct gas temperature (*expressed in K*);
 - (iv) the moisture content (*expressed in % vol*); and
 - (v) the CO₂ concentration (*expressed in % vol, dry or wet gas*);
- ((i) to (v) are together, the **"Pre-Capture Meter Inlet CO₂ Primary Data"**);
- (B) the following values are recorded by or in respect of (as applicable) each Inlet CO₂ Pre-Capture Meter:
- (i) the cross sectional area of duct (*expressed in m²*);
 - (ii) the number of seconds of operation of the Inlet CO₂ Pre-Capture Meter in each Settlement Unit;
 - (iii) the date (*expressed in day/month/year*); and
 - (iv) the time (*expressed in a 24 hour clock*);
- (C) the following averages are calculated in respect of each Settlement Unit by each Inlet CO₂ Pre-Capture Meter:
- (i) the mean duct gas velocity (*expressed in m/s*) in each Settlement Unit (*i*) calculated by dividing the sum of the duct gas velocity recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded;
 - (ii) the mean absolute duct pressure (*expressed in kPa*) in each Settlement Unit (*i*) calculated by dividing the sum of the absolute duct pressure recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded;
 - (iii) the mean gas temperature (*expressed in K*) in each Settlement Unit (*i*) calculated by dividing the sum of the duct gas temperature recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded;
 - (iv) the mean moisture content (*expressed in % vol*) in each Settlement Unit (*i*) calculated by dividing the sum of the gas moisture content recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded; and
 - (v) the mean CO₂ concentration (*expressed in % vol, wet gas*) in each Settlement Unit (*i*) calculated by:
 - (a) if the CO₂ concentration is reported as a wet gas, dividing the sum of the CO₂ concentration recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded; or
 - (a) if the CO₂ concentration is reported as a dry gas, the mean CO₂ concentration in each Settlement Unit shall be calculated by dividing the sum of the CO₂ concentration (*expressed in % vol, dry gas*) recorded for each minute in the relevant Settlement Unit by the number of minutes in

such Settlement Unit in which data has been recorded, and shall be corrected to wet gas as follows:

$$Conc_i^{CO_2} = Conc_i^{CO_2\_dry} \times \frac{100 - Mois_i}{100}$$

where:

$Conc_i^{CO_2}$ = the mean CO₂ concentration (*expressed in % vol, wet gas*) in each Settlement Unit (*i*);

$Conc_i^{CO_2\_dry}$ = the mean CO₂ concentration (*expressed in % vol, dry gas*) in each Settlement Unit (*i*), calculated by dividing the sum of the CO₂ concentration recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded; and

$Mois_i$ = the mean gas moisture content (*expressed in % vol*) in each Settlement Unit (*i*),

((i) to (v) are together, the "**Pre-Capture Meter Inlet CO₂ Secondary Data**"); and

(D) the following measurements are calculated in respect of each Inlet CO₂ Pre-Capture Meter:

(i) the total volume of gas (*expressed in m³ at Standard Temperature and Pressure*) in each Settlement Unit (*i*) calculated as follows:

$$Vol_i = \tilde{v}_i \times A \times \left(\frac{P_c}{P_s}\right) \times \left(\frac{T_c}{T_s}\right) \times t_i$$

where:

Vol_i = the total volume of gas (*expressed in m³ at Standard Temperature and Pressure, wet gas*) in each Settlement Unit (*i*);

$\tilde{v}_i$ = the mean duct gas velocity (*expressed in m/s, wet gas*) in each Settlement Unit (*i*);

A = the cross sectional area of duct (*expressed in m²*);

P_c = the mean absolute duct pressure (*expressed in kPa*) in each Settlement Unit (*i*);

P_s = the Standard Pressure of 101.3 kPa;

T_c = the mean duct gas temperature (*expressed in K*) in each Settlement Unit (*i*);

T_s = the Standard Temperature of 273.15 K; and

t_i = the number of seconds in each Settlement Unit; and

- (ii) the total volume of CO₂ (expressed in m³ at Standard Temperature and Pressure, wet gas) in each Settlement Unit (*i*) calculated as follows:

$$Vol_i^{CO_2} = \frac{Conc_i^{CO_2}}{100} \times Vol_i$$

where:

$Vol_i^{CO_2}$ = the volume of CO₂ (expressed in m³ at Standard Temperature and Pressure, wet gas) in each Settlement Unit (*i*);

$Conc_i^{CO_2}$ = the mean CO₂ concentration (expressed in % vol, wet gas) in each Settlement Unit (*i*); and

Vol_i = the total volume of gas (expressed in m³ at Standard Temperature and Pressure, wet gas) in each Settlement Unit (*i*).

((i) to (ii) are together, the "**Pre-Capture Meter Inlet CO₂ Tertiary Data**").

3.2 The Emitter shall determine:

- (A) the Measured CO₂ Input in respect of each Settlement Unit by:

$$CO2\_In_i = \sum_{m=1}^M CO2\_In_{i,m}$$

$CO2\_In_i$ = the Measured CO₂ Input (tCO₂) for the relevant Settlement Unit (*i*);

$CO2\_In_{i,m}$ = the Measured CO₂ Input for each Inlet CO₂ Pre-Capture Meter (*m*) (tCO₂) for each Settlement Unit (*i*); and

M = the number of Inlet CO₂ Pre-Capture Meters (*m*); and

- (B) the Measured CO₂ Input for each Settlement Unit for each Inlet CO₂ Pre-Capture Meter by:

$$CO2\_In_{i,m} = \frac{Vol_{i,m}^{CO_2}}{1000} \times \frac{M_{CO_2}}{V_m}$$

$CO2\_In_{i,m}$ = the Measured CO₂ Input for each Inlet CO₂ Pre-Capture Meter (*m*) (tCO₂) for each Settlement Unit (*i*);

$Vol_{i,m}^{CO_2}$ = the total volume of CO₂ (expressed in m³ at Standard Temperature and Pressure) in each Settlement Unit (*i*) calculated in respect of each Inlet CO₂ Pre-Capture Meter (*m*);

M_{CO_2} = the molar mass of CO₂ (i.e. 44.01 kg / kmol); and

V_m = the molar volume of a gas at 273 K and 101.3 kPa (i.e. 22.41 m³ / kmol).

- 3.3 The Emitter shall report the Measured CO₂ Input to the Waste ICC Contract Counterparty for the purpose of the Waste ICC Contract Settlement Activities (the **"Pre-Capture Meter Inlet CO₂ Quaternary Data"**).

Pre-Capture Meter Invalid Settlement Units

- 3.4 If:
- (A) there are fewer than one thousand three hundred and eighty (1380) minutes of Pre-Capture Meter Inlet CO₂ Primary Data in respect of any Inlet CO₂ Pre-Capture Meter during a Settlement Unit; or
 - (B) there are greater than sixty (60) minutes of Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data which cannot be corrected pursuant to paragraph 4.8(B) of Part A (*Inaccurate Pre-Capture Meter Inlet CO₂ Measurement Data*) in respect of any Inlet CO₂ Pre-Capture Meter during a Settlement Unit,

then such Settlement Unit shall be invalid (a **"Pre-Capture Meter Invalid Settlement Unit"**) and the Measured CO₂ Input, Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or Achieved CO₂ Utilisation Rate (as applicable) for such Pre-Capture Meter Invalid Settlement Unit, shall be deemed to be zero (0).

- 3.5 If:
- (A) there are greater than five (5) Pre-Capture Meter Invalid Settlement Units in a Billing Period; or
 - (B) there are greater than twenty (20) Pre-Capture Meter Invalid Settlement Units within any twelve (12) consecutive Billing Periods,

then the Emitter shall be deemed to have breached Condition 21.2(A)(ii) and Condition 21.2(A)(iv) (*Undertakings: Inlet CO₂ Measurement Obligation*) and Condition 23.1(A) and 23.1(B) (*Notification of CO₂ Measurement Data*) of the Waste ICC Contract.

Measurement uncertainty requirement

- 3.6 The overall measurement uncertainty of the Measured CO₂ Input shall at all times be equal to or less than +/- seven point five per cent. (7.5%) of the measured value at ninety-five per cent. 95% confidence interval (the **"Pre-Capture Meter Overall Measurement Uncertainty Requirement"**).
- 3.7 The Pre-Capture Meter Overall Measurement Uncertainty Requirement shall be:
- (A) obtained by combining the measurement uncertainty of the components of the Pre-Capture Meter Measurement System in a measurement uncertainty budget; and
 - (B) ascertained in accordance with internationally recognised and accepted standards, including, but not limited to:
 - (i) the guide to the expression of uncertainty in measurement ISO/IEC Guide 98 all parts; and
 - (ii) ISO 14956.

- 3.8 The Emitter shall, as a minimum, carry out a measurement uncertainty assessment in order to determine the overall measurement uncertainty of the Measured CO₂ Input (a "**Pre-Capture Meter Measurement Uncertainty Assessment**"):
- (A) at least once every Contract Payment Term Year; and
 - (B) following a Pre-Capture Meter Measurement System Material Change,
- to ensure that the overall measurement uncertainty of the Measured CO₂ Input is complying with the Pre-Capture Meter Overall Measurement Uncertainty Requirement.
- 3.9 The Emitter shall retain the results of each Pre-Capture Meter Measurement Uncertainty Assessment and shall provide a copy of such results, on request, to the Waste ICC Contract Counterparty within five (5) Business Days of receipt of the request.
- 3.10 As part of each Pre-Capture Meter Measurement Uncertainty Assessment, the Emitter shall include a list of all relevant components that form part of each Inlet CO₂ Pre-Capture Meter.
- 3.11 To ensure that the Pre-Capture Meter Measurement System complies with the Pre-Capture Meter Overall Measurement Uncertainty Requirement the Emitter shall ensure that:
- (A) all of the components which form part of an Inlet CO₂ Pre-Capture Meter are calibrated and traceable to ISO/IEC 17025 and validated routinely at least once every twelve (12) Months;
 - (B) all of the components of the Inlet CO₂ Pre-Capture Meter(s) are checked to ensure they are operating within their calibration range;
 - (C) periodic instruments zero (0) and span checks are performed in compliance with BS EN 14181 and BS EN 15267-3; and
 - (D) regular functional and quality assurance checks of all of the components of the Pre-Capture Meter Measurement System are performed in compliance with BS EN 14181, including parallel measurements against standard reference methods.
- 3.12 The Emitter shall maintain records to show that the components of the Inlet CO₂ Pre-Capture Meter(s) are validated and traceable.
- 3.13 The Emitter shall ensure that:
- (A) any personnel employed by test laboratories carrying out measurements, calibrations and assessments in accordance with BS EN 14181 in relation to the installed components of the Pre-Capture Meter Measurement System are MCERTS certified and accredited in accordance with EN ISO/IEC 17025 for the relevant activities; and
 - (B) any personnel involved in the operation of the Pre-Capture Meter Measurement System shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025.

4. PRE-CAPTURE METER MEASUREMENT SYSTEM CRITERIA

Pre-Capture Meter Measurement System

- 4.1 The Pre-Capture Meter Measurement System shall, as a minimum, comply with the latest version of the following standards:
- (A) BS EN 14181 (Stationary source emissions — Quality assurance of automated measuring systems);
 - (B) BS EN 15259 (Air quality — Measurement of stationary source emissions — Requirements for measurement sections and sites and for the measurement objective, plan and report);
 - (C) BS EN 15267 (Air quality – Certification of automated measuring systems);
 - (D) BS EN ISO 16911-2 (Stationary source emissions — Manual and automatic determination of velocity and volume flow rate in ducts);
 - (E) PD CEN/TS 17405 (Stationary emissions – Determination of the volume concentration of carbon dioxide – Reference method: infrared spectrometry); and
 - (F) BS EN 17255-4 (Stationary source emissions – Data acquisition and handling systems – Specification of requirements for the installation and on-going quality assurance and quality control of data acquisition and handling systems).

Data Flow and Storage

- 4.2 The Emitter shall establish, document, implement and maintain written procedures for data flow activities relating to the Pre-Capture Meter Measurement System.
- 4.3 Such written procedures shall include the following as a minimum:
- (A) a diagram providing an overview of the sequence of data collection and processing steps;
 - (B) identification of the source of the Pre-Capture Meter Inlet CO₂ Primary Data;
 - (C) a summary of each step from the Pre-Capture Meter Inlet CO₂ Primary Data to the Pre-Capture Meter Inlet CO₂ Quaternary Data, including any formulas and coefficients used in the calculations;
 - (D) a summary of any relevant electronic data processing and storage systems used and the interaction between such systems and other inputs, including manual inputs; and
 - (E) the method in which the measured quantities of data are recorded and stored.
- 4.4 The Emitter shall put in place appropriate control measures for mitigating the risk of omission, misrepresentation or error in such data flows.
- 4.5 All data shall be identifiable to its respective date and time.

Monitoring facilities

- 4.6 The Emitter shall provide monitoring facilities in respect of the Pre-Capture Meter Inlet CO₂ Measurement Data, with associated alarm conditions when an error in the functionality of the Pre-Capture Meter Measurement System is detected.

- 4.7 The Emitter shall ensure that any error(s) in the functionality of the Pre-Capture Meter Measurement System are recorded as an event alarm which includes the date and time of such error(s).

Communications

- 4.8 The Emitter shall provide both:
- (A) local interrogation facilities; and
 - (B) remote interrogation facilities,
- in respect of the Pre-Capture Meter Measurement System.
- 4.9 The Emitter shall ensure that no unauthorised access is granted to the Pre-Capture Meter Measurement System.
- 4.10 All Pre-Capture Meter Inlet CO₂ Measurement Data shall be recorded and/or reported in a format agreed with the Waste ICC Contract Counterparty.

Appropriate seals

- 4.11 The Emitter shall ensure that each component of the Pre-Capture Meter Measurement System is appropriately sealed so as to provide assurance that the following parameters are met:
- (A) the Reasonable and Prudent Standard of anti-tamper protection; and
 - (B) all other security measures required by BS EN 15267.

5. ASSOCIATED FEATURES

The Emitter may install additional features within or associated with the Pre-Capture Meter Measurement System provided such additional features do not interfere with the operation of the Pre-Capture Meter Measurement System (including, but not limited to, the operation of data flow and storage in respect of the Pre-Capture Meter Measurement System).

6. ACCESS TO DATA

The Emitter shall provide access to, and hereby authorises the use of, Pre-Capture Meter Inlet CO₂ Measurement Data, to and by the Waste ICC Contract Counterparty in accordance with the terms of the Waste ICC Contract.

7. QUALITY ASSURANCE

- 7.1 The Emitter shall ensure that regular functional and quality assurance checks of all of the components of the Pre-Capture Meter Measurement System are performed on a daily, weekly, monthly and annual basis in accordance with BS EN 14181.
- 7.2 The Emitter shall ensure that any third party audit reports related to the operation of the Pre-Capture Meter Measurement System are addressed and provided to the Waste ICC Contract Counterparty on an annual basis.
- 7.3 The Emitter shall ensure that:
- (A) any personnel employed by test laboratories carrying out measurements, calibrations and related assessments are MCERTS certified and accredited in accordance with EN ISO/IEC 17025 for the relevant calibration and assessment activities; and

- (B) any personnel involved in the operation of the Pre-Capture Meter Measurement System shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025.

8. RECORDS

Records required to be kept by the Emitter and provided to the Waste ICC Contract Counterparty under this Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) shall include, as a minimum and where applicable, the following information:

- (A) Emitter name;
- (B) Installation name;
- (C) Installation address;
- (D) instrument manufacturer;
- (E) instrument model;
- (F) instrument serial number;
- (G) instrument operating principle;
- (H) instrument operating range;
- (I) instrument MCERTS compliance (certificate number(s));
- (J) name and accreditation number of instrument calibration laboratory;
- (K) all reports related to demonstrating compliance with EN 14181 (including QAL2, AST and functional audit reports); and
- (L) all reports related to the commissioning of the Pre-Capture Meter Measurement System.

Annex 10
Stack Meter Operational Framework and Technical Specification

1. APPLICATION

This Annex 10 (*Stack Meter Operational Framework and Technical Specification*) shall apply to the Waste ICC Contract only if it is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement.

2. DEFINITIONS: ANNEX 10

2.1 In this Annex 10 (*Stack Meter Operational Framework and Technical Specification*):

"Bypass Stack(s)" means one (1) or more emission point(s) to atmosphere from a vent located upstream of the Capture Plant on the CO₂-containing stream(s) intended to be routed to the Capture Plant;

"Bypass Stack Meter(s)" means one (1) or more device(s) for determining the Measured CO₂ Emitted from the Bypass Stack(s), located at the Bypass Stack Meter Measurement Point(s);

"Bypass Stack Meter Measurement Point(s)" means the point(s) at which the Measured CO₂ Emitted is measured by the Bypass Stack Meter(s), as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Capture Plant Stack(s)" means one (1) or more emission point(s) to atmosphere from a vent from the Capture Plant;

"Capture Plant Stack Meter(s)" means one (1) or more device(s) for determining the Measured CO₂ Emitted from the Capture Plant Stack(s), located at the Capture Plant Stack Meter Measurement Point(s);

"Capture Plant Stack Meter Measurement Point(s)" means the point(s) at which the Measured CO₂ Emitted is measured by the Capture Plant Stack Meter(s), as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Combined Stack(s)" means one (1) or more emission point(s) to atmosphere which combines two (2) or more of the following:

- (A) a vent located upstream of the Capture Plant on the CO₂-containing stream(s) intended to be routed to the Capture Plant;
- (B) a vent from the Capture Plant; and/or
- (C) a vent located upstream of the T&S Flow Meter that is capable of diverting one (1) or more stream(s) of CO₂ Rich Stream that would ordinarily be routed to the T&S Network from the Capture Plant;

"Combined Stack Meter(s)" means one (1) or more device(s) for determining the Measured CO₂ Emitted from the Combined Stack(s), located at the Combined Stack Meter Measurement Point(s);

"Combined Stack Meter Measurement Point(s)" means the point(s) at which the Measured CO₂ Emitted is measured by the Combined Stack Meter(s), as set out in the schematic diagram

delivered to the Waste ICC Contract Counterparty in accordance with paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Further Stack Meter Proving Test Response Notice" has the meaning given to that term in paragraph 4.12(C)(ii) of Part C (*Stack Meter Measurement System - Operations*);

"Inaccurate Stack Meter Measurement Data" means any Stack Meter Measurement Data which is generated in circumstances where:

- (A) the Measured CO₂ Input determined from such Stack Meter Measurement Data does not meet the Stack Meter Overall Measurement Uncertainty Requirement;
- (B) the Stack Meter Measurement System recording such Stack Meter Measurement Data drifts beyond the permitted specification as determined by the relevant CEMS technology deployed by such Stack Meter Measurement System which is notified by the Emitter to the Waste ICC Contract Counterparty;
- (C) there is an error in a correction factor or scaling factor within the DAHS;
- (D) there is an error in the transcription from the DAHS to the Waste ICC Contract Counterparty; and/or
- (E) the Stack Meter Measurement System is otherwise incorrectly recording data;

"Measured CO₂ Emitted" the mass quantity of CO₂ (*expressed in tCO₂*) emitted to the atmosphere from the Capture Plant Stack(s) and/or the Bypass Stack(s) (as applicable) during the relevant Settlement Unit, as measured in accordance with paragraph 3.2(A) of Part D (*Stack Meter Measurement System – Technical Specification*);

"Non-Routine Stack Meter Waste ICC Technical Audit" has the meaning given to that term in limb (B) of the definition of Stack Meter Waste ICC Technical Audit;

"Routine Stack Meter Waste ICC Technical Audit" has the meaning given to that term in limb (A) of the definition of Stack Meter Waste ICC Technical Audit;

"Stack(s)" means the Bypass Stack(s), the Capture Plant Stack(s), the T&S Bypass Stack(s) and/or the Combined Stack(s) (as applicable);

"Stack Meter(s)" means the Bypass Stack Meter(s), the Capture Plant Stack Meter(s), the T&S Bypass Stack Meter(s) and/or the Combined Stack Meter(s) (as applicable);

"Stack Meter Inlet CO₂ Measurement Data" means the Measured CO₂ Input and the Stack Meter Measurement Data;

"Stack Meter Invalid Settlement Unit" has the meaning given to that term in paragraph 3.5 of Part D (*Stack Meter Measurement System - Technical Specification*);

"Stack Meter Invitee" means each of:

- (A) the Waste ICC Contract Counterparty acting through any reasonably nominated employee, agent or contractor; and
- (B) the Stack Meter Technical Assurance Agent, acting through any reasonably nominated employee, agent or contractor;

"Stack Meter Measurement Data" means the Measured CO₂ Emitted, the Stack Meter Tertiary Data, the Stack Meter Secondary Data and the Stack Meter Primary Data;

"Stack Meter Measurement Point(s)" means the Bypass Stack Meter Measurement Point(s), the Capture Plant Stack Meter Measurement Points(s), the Combined Stack Meter Measurement Point(s) and/or the T&S Bypass Stack Meter Measurement Point(s) (as applicable);

"Stack Meter Measurement System" means the relevant commissioned Stack Meter(s) and associated equipment including a DAHS and any standby meter(s) installed for the purposes of measuring CO₂ at the Stack Meter Measurement Point(s);

"Stack Meter Measurement System Material Change" means a change to any component of the Stack Meter Measurement System which has, or may have, an impact on the Stack Meter Inlet CO₂ Measurement Data;

"Stack Meter Measurement System Technical Details" means all of the technical details relating to the Stack Meter Measurement System that are required to enable metered data to be collected and correctly interpreted from that Stack Meter Measurement System as referred to in Annex 10 (*Stack Meter Operational Framework and Technical Specification*);

"Stack Meter Measurement System Technical Specification" means the technical specification relating to the Stack Meter Measurement System as set out in Part D (*Stack Meter Measurement System – Technical Specification*);

"Stack Meter Measurement Uncertainty Assessment" has the meaning given to that term in paragraph 3.9 of Part D (*Stack Meter Measurement System - Technical Specification*);

"Stack Meter Overall Measurement Uncertainty Requirement" has the meaning given to that term in paragraph 3.7 of Part D (*Stack Meter Measurement System - Technical Specification*);

"Stack Meter Primary Data" has the meaning given to that term in paragraph 3.1(A) of Part D (*Stack Meter Measurement System – Technical Specification*);

"Stack Meter Proving Test" means the test described in paragraph 4.8 of Part C (*Stack Meter Measurement System - Operations*), or as otherwise agreed in accordance with paragraph 4.14 of Part C (*Stack Meter Measurement System - Operations*);

"Stack Meter Proving Test Notice" has the meaning given to that term in paragraph 4.9 of Part C (*Stack Meter Measurement System - Operations*);

"Stack Meter Proving Test Response Notice" has the meaning given to that term in paragraph 4.11 of Part C (*Stack Meter Measurement System - Operations*);

"Stack Meter Proving Test Supporting Information" has the meaning given to that term in paragraph 4.11(C) of Part C (*Stack Meter Measurement System - Operations*);

"Stack Meter Secondary Data" has the meaning given to that term in paragraph 3.1(C) of Part D (*Stack Meter Measurement System - Technical Specification*);

"Stack Meter Technical Assurance" means compliance by the Emitter with the requirements of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) in relation to the Stack Meter Measurement System; and

"Stack Meter Technical Assurance Agent" means a third party agent or representative appointed by the Waste ICC Contract Counterparty to be responsible for monitoring Stack Meter Technical Assurance.

"Stack Meter Tertiary Data" has the meaning given to that term in paragraph 3.1(D) of Part D (*Stack Meter Measurement System - Technical Specification*);

"Stack Meter Waste ICC Technical Audit" means an audit, check, examination or inspection conducted by the Waste ICC Contract Counterparty and/or its appointed representative in accordance with Part B (*Stack Meter Measurement System - Technical Assurance*) of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*):

- (A) once every three (3) years in accordance with the timings set out in paragraph 4.4 of Part B (*Stack Meter Measurement System - Technical Assurance*) (each a **"Routine Stack Meter Waste ICC Technical Audit"**); or
- (B) with such frequency as is considered necessary by the Waste ICC Contract Counterparty in accordance with paragraph 4.1 of Part B (*Stack Meter Measurement System - Technical Assurance*), acting reasonably (each a **"Non-Routine Stack Meter Waste ICC Technical Audit"**);

"T&S Bypass Stack(s)" means one (1) or more emission point(s) to atmosphere from a vent located upstream of the T&S Flow Meter(s) that is capable of diverting one (1) or more stream(s) of CO₂ Rich Stream that would ordinarily be routed to the T&S Network from the Capture Plant;

"T&S Bypass Stack Meter(s)" means one (1) or more device(s) for determining the Measured CO₂ Emitted from the T&S Bypass Stack(s), located at the T&S Bypass Stack Meter Measurement Point(s);

"T&S Bypass Stack Meter Measurement Point(s)" means the point(s) at which the Measured CO₂ Emitted is measured by the T&S Bypass Stack Meter(s), as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"T&S Flow Meter(s)" has the meaning given to that term in paragraph 2 of Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*); and

"T&S Meter Measurement System" has the meaning given to that term in paragraph 2 of Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

Part A
Stack Meter Measurement System - General

1. INTRODUCTION

1.1 This Part sets out:

- (A) the general requirements for the installation, commissioning, operation and maintenance of the Stack Meter Measurement System;
- (B) the Emitter's responsibilities, the ownership and use of data and the access to the Stack Meter Measurement System; and
- (C) the functions of any agents or representatives appointed by the Waste ICC Contract Counterparty in connection with such Stack Meter Measurement System.

1.2 For the purposes of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*), the relevant quantities of CO₂ shall be measured and recorded through the Stack Meter Measurement System installed, commissioned, operated and maintained and otherwise provided for as set out in this Part A (*Stack Meter Measurement System – General*).

1.3 In this Part A (*Stack Meter Measurement System – General*):

- (A) in relation to the Stack Meter Measurement System, references to requirements under the Stack Meter Measurement System Technical Specification shall be construed as requirements in relation to all of the Stack Meters and associated equipment comprised or required to be comprised in that Stack Meter Measurement System;
- (B) references to the Stack Meter Measurement System include a Stack Meter Measurement System comprising one (1) or more Stack Meter(s) which a third party is or will be required to install;
- (C) references to the Stack Meter Measurement System shall be construed as references to all of the Stack Meters and associated equipment which are or will be comprised in such Stack Meter Measurement System; and
- (D) "**commission**" means to commission for the purposes of the Waste ICC Contract Settlement Activities in accordance with this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) and "**commissioned**" and other derivative terms shall be construed accordingly.

2. EMITTER RESPONSIBILITY FOR STACK METER MEASUREMENT EQUIPMENT

2.1 The principal functions and responsibilities of the Emitter (or any agent or representative appointed on its behalf) shall be to install, commission, operate, test, maintain, rectify faults and provide a sealing service in respect of the Stack Meter Measurement System in accordance with Part D (*Stack Meter Measurement System - Technical Specification*).

2.2 The Emitter shall comply with or (as appropriate) procure that any appointed agent or representative complies with the requirements of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*).

3. STACK METER MEASUREMENT SYSTEM – BASIC REQUIREMENTS

Emitter Responsibilities

3.1 The Emitter shall ensure that the Stack Meter Measurement System is:

- (A) calibrated, tested, installed and commissioned; and
- (B) operated and maintained,

for the purposes described in paragraph 1.2 in accordance with and subject to the provisions of this Part A (*Stack Meter Measurement System – General*) and in accordance with Part D (*Stack Meter Measurement System - Technical Specification*).

Stack Meter Measurement System Technical Details

3.2 The Emitter shall, in accordance with this Annex 10 (*Stack Meter Operational Framework and Technical Specification*):

- (A) establish and maintain Stack Meter Measurement System Technical Details in respect of the Stack Meter Measurement System; and
- (B) ensure that such Stack Meter Measurement System Technical Details are true, complete and accurate.

Information and records

3.3 The Emitter shall:

- (A) comply with the requirements of the Waste ICC Contract when providing the Waste ICC Contract Counterparty with information relating to the Stack Meter Measurement System, including the Stack Meter Measurement System Technical Details;
- (B) provide such Stack Meter Measurement System Technical Details to the Waste ICC Contract Counterparty; and
- (C) provide the Waste ICC Contract Counterparty with all such information regarding the Stack Meter Measurement System as the Waste ICC Contract Counterparty reasonably requires for the purposes of carrying out a Stack Meter Waste ICC Technical Audit.

3.4 The information to be provided under paragraphs 3.3(A), 3.3(B) and 3.3(C) includes information regarding the dates and time periods for the installation of new Stack Meters and the dates and time periods when such Stack Meters are out of service.

3.5 The Emitter shall:

- (A) prepare and maintain complete and accurate records in relation to the Stack Meter Measurement System; and
- (B) provide a copy of such records to the Waste ICC Contract Counterparty promptly upon request.

Compliance with the Stack Meter Measurement System Technical Specification

3.6 All components of the Stack Meter Measurement System shall, as a minimum, comply with the requirements referred to or set out in Part D (*Stack Meter Measurement System - Technical Specification*).

- 3.7 The Emitter shall provide such evidence as the Waste ICC Contract Counterparty may require to confirm that, following its commissioning, the Stack Meter Measurement System meets the requirements of Part D (*Stack Meter Measurement System - Technical Specification*). This evidence shall be traceable and dated.
- 3.8 Subject to paragraphs 3.9 and 3.10, each component of the Stack Meter Measurement System shall be required to comply with the applicable standards specified in the Stack Meter Measurement System Technical Specification which are current at the Agreement Date.
- 3.9 If, following the Agreement Date, any component of the Stack Meter Measurement System is calibrated, tested, installed or commissioned, the calibration, testing, installation or commissioning of such component shall be required to be carried out in accordance with and comply with the latest version of the standards specified in the Stack Meter Measurement System Technical Specification prevailing at the time of such calibration, testing, installation or commissioning.

Stack Meter Measurement System Material Change

- 3.10 Notwithstanding paragraphs 3.6 to 3.9, where any Stack Meter Measurement System Material Change occurs:
- (A) the Emitter shall promptly, and in any event no later than two (2) Business Days following such Stack Meter Measurement System Material Change, notify the Waste ICC Contract Counterparty; and
 - (B) the latest version of the standards specified in the Stack Meter Measurement System Technical Specification shall apply to the components which are the subject of such Stack Meter Measurement System Material Change.

Calibration of the Stack Meter Measurement System

- 3.11 The Emitter shall ensure that the Stack Meter Measurement System is calibrated (including during installation, testing, commissioning, maintenance and operation) in accordance with Part D (*Stack Meter Measurement System - Technical Specification*).

Commissioning and maintenance of the Stack Meter Measurement System

- 3.12 The Emitter shall, at its own cost and expense, ensure that the Stack Meter Measurement System is kept in good working order, repair and condition in accordance with Part D (*Stack Meter Measurement System - Technical Specification*) to the extent necessary to allow the correct registration, recording and transmission of the Stack Meter Measurement Data by the relevant component of the Stack Meter Measurement System.
- 3.13 If any component of the Stack Meter Measurement System is removed, replaced or otherwise changed, then the commissioning and maintenance record in relation to such removed, replaced or changed component (including any replacement) shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be provided to the Waste ICC Contract Counterparty upon request.

Testing and inspection

- 3.14 The Emitter shall ensure that routine audits, tests and checks, including but not limited to any audits, tests and checks required pursuant to Part D (*Stack Meter Measurement System - Technical Specification*), are carried out to confirm the measurement uncertainty of the Stack Meter Measurement System, in addition to the Stack Meter Waste ICC Technical Audits carried out by the Waste ICC Contract Counterparty (or its appointed representative).

- 3.15 The Emitter shall ensure that a test of the measurement uncertainty of any component of the Stack Meter Measurement System which replaces a defective or inaccurate component is carried out where any defective or inaccurate component of the Stack Meter Measurement System is replaced as soon as reasonably practicable after the installation of such component.
- 3.16 The Emitter shall give the Waste ICC Contract Counterparty reasonable prior notice of the date, time, place and nature of every audit test and/or check carried out pursuant to paragraph 3.14 and the Waste ICC Contract Counterparty shall have the right to attend such audit test(s) and/or check(s).
- 3.17 If the Emitter (or any agent or representative appointed on its behalf) has reason to believe that the Stack Meter Measurement System does not comply with the requirements set out in Part D (*Stack Meter Measurement System - Technical Specification*), or otherwise for any reason is recording Inaccurate Stack Meter Measurement Data, the Emitter or such other third party (as procured by the Emitter) shall so notify:
- (A) the Waste ICC Contract Counterparty; and
 - (B) the Emitter (if relevant),
- as soon as reasonably practicable and in any event, within forty-eight (48) hours of the date on which the Emitter or such other third party becomes aware of the same.
- 3.18 The Waste ICC Contract Counterparty may appoint a Stack Meter Technical Assurance Agent to conduct an inspection of the Stack Meter Measurement System as part of the Routine Stack Meter Waste ICC Technical Audit once every three (3) years as set out in paragraph 4.4 of Part B (*Stack Meter Measurement System - Technical Assurance*) of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*). The timing and frequency of such an inspection shall be independent of any inspection carried out or otherwise attended by the Waste ICC Contract Counterparty under paragraphs 3.16 or 3.20. The Waste ICC Contract Counterparty shall give the Emitter notice of its intention to carry out such an inspection, setting out the date on which it proposes to do so, which shall generally be no sooner than ten (10) Business Days after the date of the notice.
- 3.19 All reasonable costs incurred in undertaking a Routine Stack Meter Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any tests which form part of such Routine Stack Meter Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 3.20 If the Waste ICC Contract Counterparty is notified (under paragraph 3.17(A)) or otherwise has reason to believe that any component of the Stack Meter Measurement System does not comply with the requirements set out in Part D (*Stack Meter Measurement System - Technical Specification*) or the Stack Meter Measurement System is otherwise for any reason recording Inaccurate Stack Meter Measurement Data:
- (A) the Waste ICC Contract Counterparty may require the Emitter to inspect and then test the Stack Meter Measurement System as soon as reasonably practicable, and in any event no later than ten (10) Business Days after the Waste ICC Contract Counterparty gives notice of such requirement pursuant to this paragraph 3.20(A), whereupon the Emitter shall carry out such test in the presence of a representative of the Waste ICC Contract Counterparty; or

- (B) the Waste ICC Contract Counterparty may, as part of a Non-Routine Stack Meter Waste ICC Technical Audit and without giving notice to the Emitter, arrange for the inspection of the Stack Meter Measurement System by a Stack Meter Technical Assurance Agent, and for such agent to carry out such tests as such agent shall deem necessary to determine the measurement uncertainty of the Stack Meter Measurement System, and the Emitter shall co-operate with such agent in carrying out such tests. A Stack Meter Technical Assurance Agent shall be entitled to assume that all required consents have been obtained for the relevant inspection until such time as it is notified to the contrary.
- 3.21 Subject to paragraph 3.22, all reasonable costs incurred in undertaking a Non-Routine Stack Meter Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any tests which form part of that Non-Routine Stack Meter Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 3.22 Where pursuant to a Non-Routine Stack Meter Waste ICC Technical Audit, the Emitter is found not to be in material breach of any requirement of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*), any reasonable costs reasonably incurred by the Emitter in carrying out any inspections and tests required by the Waste ICC Contract Counterparty as part of a Non-Routine Stack Meter Waste ICC Technical Audit (but excluding any costs associated with the attendance by the Emitter and/or its appointed representative(s) at such inspections and tests), shall be payable by the Waste ICC Contract Counterparty and included in the next Opex Payment Billing Statement, unless such Non-Routine Stack Meter Waste ICC Technical Audit has been requested by the Emitter in accordance with paragraph 4.1(E) (*Reasons for requesting a Non-Routine Stack Meter Waste ICC Technical Audit*) of Part B (*Stack Meter Measurement System – Technical Assurance*) in which case the reasonable costs incurred by the Waste ICC Contract Counterparty shall be payable by the Emitter and included in the next Opex Payment Billing Statement. For the purposes of this paragraph, "**material breach**" shall mean a breach that has a material impact on the Stack Meter Inlet CO₂ Measurement Data provided for the purposes of the Waste ICC Contract Settlement Activities.
- 3.23 Any test carried out pursuant to paragraphs 3.14 to 3.22 shall comply with Part D (*Stack Meter Measurement System - Technical Specification*).

Sealing and security

- 3.24 The Emitter shall:
- (A) procure that the Stack Meter Measurement System is sealed in accordance with Part D (*Stack Meter Measurement System - Technical Specification*);
 - (B) procure that the Stack Meter Measurement System is as secure as possible in all circumstances; and
 - (C) notify the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than two (2) Business Days after becoming aware that any of the Stack Meter Measurement System's seals are broken or damaged.

4. DATA

Ownership of data

- 4.1 Subject to paragraph 4.2, the Emitter shall own the Stack Meter Measurement Data and may provide any person with access to and use of such Stack Meter Measurement Data.
- 4.2 The Emitter shall not exercise any rights in relation to, or provide any person with any use of or access to, Stack Meter Measurement Data in a manner which would interfere with the Waste ICC Contract Settlement Activities or which otherwise would be inconsistent with giving effect to the Waste ICC Contract or this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) (including the exercise of the Waste ICC Contract Counterparty's rights hereunder).

Access to and use of data

- 4.3 The Emitter shall provide access to, and hereby authorises the use of, Stack Meter Measurement Data, to and by the Waste ICC Contract Counterparty (for the purposes of this paragraph 4.3, the "data recipient", which term shall include any officer, official, director, employee, agent, representative, consultant or adviser of the same), without charge, for all purposes for which each such data recipient requires such access and use pursuant to or in order to give effect to this Annex 10 (*Stack Meter Operational Framework and Technical Specification*), but not for any other purpose.
- 4.4 The Emitter shall promptly provide the Stack Meter Measurement Data to:
- (A) each Third Party; and
 - (B) any other person,
- who (in either case) is entitled to receive such Stack Meter Measurement Data in accordance with the Waste ICC Contract or this Annex 10 (*Stack Meter Operational Framework and Technical Specification*).

Frequency of submission of Measured CO₂ Input

- 4.5 Should the Waste ICC Contract Counterparty approve a request by the Emitter to change the frequency with which it provides details of the Measured CO₂ Input to the Waste ICC Contract Settlement Services Provider pursuant to the Waste ICC Contract, the Waste ICC Contract Counterparty may charge an administrative fee to cover its reasonable costs in relation to such change.

Missing and Inaccurate Stack Meter Measurement Data

- 4.6 If, for any reason:
- (A) any Stack Meter Primary Data is not available in respect of any minute; or
 - (B) any Stack Meter Primary Data in respect of any minute is Inaccurate Stack Meter Measurement Data which cannot be corrected pursuant to paragraph 4.8(B),
- each such minute of Stack Meter Primary Data and any corresponding Outlet CO₂ Metered Data (as applicable) shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate and/or Measured CO₂ Input (as applicable) for the purposes of the Waste ICC Contract.

- 4.7 If any Settlement Unit is a Stack Meter Invalid Settlement Unit then for the purposes of the Waste ICC Contract, the Measured CO₂ Input, Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or Achieved CO₂ Utilisation Rate (as applicable) for such Stack Meter Invalid Settlement Unit, shall be deemed to be zero (0).
- 4.8 If the Emitter becomes aware at any time that any Stack Meter Measurement Data measured by the Stack Meter Measurement System is Inaccurate Stack Meter Measurement Data:
- (A) if it is technically feasible to correct such Inaccurate Stack Meter Measurement Data such that it is not Inaccurate Stack Meter Measurement Data, the Emitter shall:
 - (i) correct such Stack Meter Measurement Data to the satisfaction of the Waste ICC Contract Counterparty as soon as possible and in any event by the start of the next Billing Period;
 - (ii) notify the Waste ICC Contract Counterparty of such corrected Stack Meter Measurement Data within two (2) Business Days of such Stack Meter Measurement Data being corrected; and
 - (iii) the Inaccurate Stack Meter Measurement Data shall be replaced with such corrected Stack Meter Measurement Data for the purposes of the Waste ICC Contract; or
 - (B) if it is not technically feasible to correct such Inaccurate Stack Meter Measurement Data such that it is not Inaccurate Stack Meter Measurement Data, each such minute of Inaccurate Stack Meter Measurement Data and any corresponding Outlet CO₂ Metered Data (as applicable) shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Average Achieved CO₂ Utilisation Rate and/or Measured CO₂ Input (as applicable) for the purposes of the Waste ICC Contract.

5. ACCESS TO PROPERTY

Grant and procurement of rights

- 5.1 The Emitter shall permit the Waste ICC Contract Counterparty and any Stack Meter Invitee to access any part of the relevant property in accordance with this paragraph 5.
- 5.2 In this paragraph 5, the "**relevant property**" is:
- (A) any and all components of the Stack Meter Measurement System; and
 - (B) the property of any third party, the exercise of whose rights could prevent the Emitter, the Waste ICC Contract Counterparty or any Stack Meter Invitee from performing their obligations and/or exercising their rights under this Annex 10 (*Stack Meter Operational Framework and Technical Specification*).
- 5.3 The Emitter shall give the Waste ICC Contract Counterparty and any Stack Meter Invitee full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, tests, reviews and checks, including full rights to carry out such tests on any component of the Stack Meter Measurement System, provided that the person or persons responsible for carrying out such tests is or are competent in the operation of such component.

5.4 The rights and permissions referred to in paragraphs 5.1 and 5.3 are:

- (A) for any Stack Meter Invitee, full rights to enter upon and through and remain upon the relevant property or do any other act contemplated by this Part A (*Stack Meter Measurement System – General*);
- (B) for the Waste ICC Contract Counterparty and/or its appointed representative (including any agent, employee or contractor), full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, tests, reviews and checks for the purposes of a Stack Meter Waste ICC Technical Audit, including full rights to carry out such tests on the Stack Meter Measurement System, provided that the person or persons responsible for carrying out such tests is or are competent in the operation of the Stack Meter Measurement System; and
- (C) for a Stack Meter Technical Assurance Agent, full rights to undertake on-site tests and checks and to report on the Stack Meter Measurement System in relation to its compliance with Part D (*Stack Meter Measurement System - Technical Specification*) and this Part A (*Stack Meter Measurement System – General*),

but in each case only to the extent such rights are necessary for the purposes of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) and subject to the other provisions of this paragraph 5.

Safe access

5.5 Subject to the rights of the Waste ICC Contract Counterparty to require inspection without notice pursuant to paragraph 3.20(B), the Emitter shall use all reasonable endeavours to procure that all reasonable arrangements and provisions are made, and revised from time to time, as and when necessary or desirable to facilitate the safe exercise by any Stack Meter Invitee of any right of access granted pursuant to paragraphs 5.1 to 5.4 with the minimum of disruption, disturbance and inconvenience to such Stack Meter Invitee.

5.6 The arrangements and provisions referred to in paragraph 5.5 may, to the extent that the same are reasonable, limit or restrict the exercise of such right of access granted pursuant to paragraphs 5.1 to 5.4 and/or provide for the Emitter to make directions or regulations from time to time in relation to a specified matter.

5.7 Matters to be covered by the arrangements and/or provisions referred to in paragraph 5.5 include:

- (A) provision of a site safety induction;
- (B) supply of all necessary personal protective equipment;
- (C) a method of identifying any relevant component of the Stack Meter Measurement System;
- (D) the particular access routes applicable to the relevant property having particular regard to the weight and size limits on those routes;
- (E) any limitations on times of exercise of the right of access;
- (F) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising the right of access and procedures for obtaining the same;
- (G) the means of communication by the Emitter (to all individuals exercising the right of access) of any relevant directions or regulations made by the Emitter;

- (H) the availability of all site personnel that the individuals exercising the right of access may wish to liaise with during the exercise of the right of access granted pursuant to paragraphs 5.1 to 5.4;
- (I) the identification of and arrangements applicable to the individuals exercising the right of access granted pursuant to paragraphs 5.1 to 5.4;
- (J) where relevant, the obligation to comply with the procedural requirements set out in Part D (*Stack Meter Measurement System - Technical Specification*) on procedures; and
- (K) disclosure of any known hazards on the site.

5.8 The Waste ICC Contract Counterparty shall take all reasonable steps to procure that any Stack Meter Invitee observes and performs any such arrangements and provisions (or directions or regulations issued pursuant thereto), failing which in any particular case the Emitter may take reasonable steps to ensure that, as a condition of exercising any right of access pursuant to paragraphs 5.1 to 5.4, each Stack Meter Invitee shall agree to observe and perform the same.

Damage

5.9 Subject to Condition 52.8 (*General limitation on liability*), the Waste ICC Contract Counterparty shall take all reasonable steps to procure that each Stack Meter Invitee takes all reasonable steps in the exercise of any right of access pursuant to paragraphs 5.1 to 5.4, in order to:

- (A) avoid or minimise damage in relation to any relevant property; and
- (B) cause as little disturbance and inconvenience as possible to any Third Party, third party or other occupier of any relevant property,

and that each Stack Meter Invitee makes good any damage caused to such property in the course of the exercise of such rights as soon as practicable.

5.10 Subject to paragraph 5.9, all such rights of access shall be exercisable by each Stack Meter Invitee free of any charge or payment of any kind.

Denial of access

5.11 The Waste ICC Contract Counterparty shall be deemed not to be in breach of any duty or obligation under this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) if and to the extent that its inability to perform such duty or obligation is directly attributable to the Waste ICC Contract Counterparty or any other Stack Meter Invitee being denied necessary access to the Stack Meter Measurement System.

Part B
Stack Meter Measurement System – Technical Assurance

1. INTRODUCTION

1.1 This Part sets out:

- (A) the requirements in relation to the appointment of a Stack Meter Technical Assurance Agent;
- (B) the responsibilities of the Stack Meter Technical Assurance Agent; and
- (C) the tests and checks forming part of a Stack Meter Waste ICC Technical Audit, the timing of Routine Stack Meter Waste ICC Technical Audits and the grounds to request a Non-Routine Stack Meter Waste ICC Technical Audit.

2. TECHNICAL ASSURANCE

2.1 The Waste ICC Contract Counterparty may appoint a Stack Meter Technical Assurance Agent to carry out inspections and/or audits of the Stack Meter Measurement System. For the avoidance of doubt, for the purposes of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) and as the context requires, the Stack Meter Technical Assurance Agent shall be an agent of the Waste ICC Contract Counterparty.

2.2 The Stack Meter Technical Assurance Agent shall monitor Stack Meter Technical Assurance and identify cases where there is any Stack Meter Technical Assurance failure ("**non-compliance**").

2.3 The Stack Meter Technical Assurance Agent shall meet all of the following criteria:

- (A) be a qualified BS EN 14181 auditor; and
- (B) possess an appropriate level of knowledge of metering and technical systems of the same type as the Stack Meter Measurement System.

3. NON-COMPLIANCE

3.1 The Stack Meter Technical Assurance Agent shall determine:

- (A) in respect of those matters (including those associated with or connected to the Stack Meter Measurement System) which it has been requested to inspect and/or audit, that such matter is non-compliant if the requirements of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) are not being adhered to and/or if configurable meter parameters are not consistent with the Stack Meter Measurement System Technical Details provided by the Emitter; and
- (B) in respect of any non-compliance determined in accordance with paragraph (A), whether it considers such non-compliance to be material.

3.2 Where any non-compliance has been determined in accordance with paragraph 3.1, the Emitter shall ensure that the non-compliance is rectified as soon as reasonably practicable.

3.3 Following the rectification of any material non-compliance (as determined by the Stack Meter Technical Assurance Agent in accordance with paragraph 3.1), the Waste ICC Contract Counterparty shall, where in its discretion it considers it appropriate to do so having regard to the nature of such rectification, require the Emitter to carry out a Stack Meter Proving Test,

and the Waste ICC Contract Counterparty and/or the Stack Meter Technical Assurance Agent may attend and/or request details if any such Stack Meter Proving Test is carried out.

4. **AUDIT**

Reasons for requesting a Non-Routine Stack Meter Waste ICC Technical Audit

4.1 The Waste ICC Contract Counterparty and/or its appointed representative (including the Stack Meter Technical Assurance Agent) may conduct a Non-Routine Stack Meter Waste ICC Technical Audit for the following reasons:

- (A) the Waste ICC Contract Counterparty has reason to suspect:
 - (i) invalid Stack Meter Measurement System Technical Details have been provided by the Emitter; and/or
 - (ii) that any Stack Meter Measurement Data recorded by the Stack Meter Measurement System is Inaccurate Stack Meter Measurement Data;
- (B) Stack Meter Measurement Data recorded by the Stack Meter Measurement System has failed validation;
- (C) the Waste ICC Contract Counterparty has not been provided with or is unable to access the Stack Meter Measurement Data from the Stack Meter Measurement System;
- (D) Stack Meter Measurement Data required for a Stack Meter Proving Test cannot be obtained; and/or
- (E) the Emitter requires such a Non-Routine Stack Meter Waste ICC Technical Audit.

Description of tests and checks forming part of a Stack Meter Waste ICC Technical Audit

4.2 The Waste ICC Contract Counterparty and/or its appointed representative (including the Stack Meter Technical Assurance Agent) may carry out tests and checks as part of any Stack Meter Waste ICC Technical Audit including, but not limited to, the following:

- (A) Stack Meter Measurement System Technical Details

The Stack Meter Measurement System Technical Details may be checked to ensure that they conform with those recorded in Waste ICC Contract Settlement Activities systems using information provided by the Emitter, including any commissioning details.
- (B) Measurement uncertainty

The measurement uncertainty of the Stack Meter Measurement System may be checked by the Waste ICC Contract Counterparty, the Stack Meter Technical Assurance Agent or any other appointed agent in accordance with the applicable requirements set out in Part D (*Stack Meter Measurement System - Technical Specification*).
- (C) Compliance with Stack Meter Measurement System Technical Specification

Checks may be carried out to ensure that the Stack Meter Measurement System meets the standards required by Part D (*Stack Meter Measurement System - Technical Specification*).

(D) Quality of Installation

All points may be checked in accordance with Part D (*Stack Meter Measurement System - Technical Specification*), including, but not limited to the:

- (i) labelling of equipment;
- (ii) general standard of installation, being the good working practice standard; and
- (iii) compliance of installation with any relevant manufacturers' requirements and/or guidelines.

(E) Queries and appeals

If the Emitter wishes to query or appeal any determination made pursuant to the Stack Meter Waste ICC Technical Audit process, the Parties shall endeavour in good faith to resolve any such query or appeal through negotiation and if the Parties are unable to resolve such query or dispute through negotiation, the Emitter may refer such query or appeal to an expert for determination in accordance with the Expert Determination Procedure.

Investigation of Stack Meter Invalid Settlement Units

4.3 If:

- (A) there are greater than five (5) Stack Meter Invalid Settlement Units in a Billing Period; and/or
- (B) there are greater than twenty (20) Stack Meter Invalid Settlement Units within any twelve (12) consecutive Billing Periods,

then the Waste ICC Contract Counterparty and/or its appointed representative may undertake a full investigation of the Stack Meter Measurement System at the Emitter's expense.

Timing of Routine Stack Meter Waste ICC Technical Audit

4.4 If required by the Waste ICC Contract Counterparty, a Routine Stack Meter Waste ICC Technical Audit shall be conducted in the first quarter of each of the following years during the term of the Waste ICC Contract (and each date shall be calculated by reference to the Start Date):

- (A) year one (1) (being the year which commences twelve (12) Months after the Start Date);
- (B) year four (4);
- (C) year seven (7);
- (D) year ten (10) (if applicable); and
- (E) year thirteen (13) (if applicable).

Part C
Stack Meter Measurement System – Operations

1. INTRODUCTION

Purpose and scope

1.1 This Part C (*Stack Meter Measurement System - Operations*) sets out:

- (A) the processes that the Emitter shall develop and implement to operate the Stack Meter Measurement System;
- (B) the processes for the identification and reporting of faults; and
- (C) the processes for calibrating and, if applicable, installing and commissioning the Stack Meter Measurement System.

2. METER OPERATION OBLIGATIONS

General Obligations: Systems and Processes

- 2.1 The Emitter shall develop and implement systems and processes in accordance with Part D (*Stack Meter Measurement System - Technical Specification*) for the operation of the Stack Meter Measurement System.
- 2.2 Subject to paragraph 2.2 of Part A (*Stack Meter Measurement System – General*), the Emitter may appoint a competent third party, agent or representative to operate its Stack Meter Measurement System. If the Emitter does appoint such a third party, it shall notify the Waste ICC Contract Counterparty as soon as reasonably practicable of the identity of that third party, the scope of its appointment and of any change to the identity of such person including any cessation of such appointment.
- 2.3 Where the Emitter has appointed a third party to operate its Stack Meter Measurement System in accordance with paragraph 2.2 of Part A (*Stack Meter Measurement System - General*) and that third party ceases to do so at any time and for any reason, the Emitter shall resume the responsibility for operating the relevant Stack Meter Measurement System until such a time as a replacement third party is appointed.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3 above, the Emitter shall remain responsible for any failure by any third party, agent or representative appointed on behalf of the Emitter to comply with the requirements of this Annex 10 (*Stack Meter Operational Framework and Technical Specification*).

Identification and Reporting of Faults

- 2.5 Without prejudice to the Waste ICC Contract Counterparty's other rights under this Annex 10 (*Stack Meter Operational Framework and Technical Specification*):
 - (A) if at any time any component of the Stack Meter Measurement System is destroyed, damaged, faulty or otherwise ceases to function, or is found to be determining the Measured CO₂ Input from the Stack Meter Measurement Data recorded by the Stack Meter Measurement System outside the Stack Meter Overall Measurement Uncertainty Requirement as set out in Part D (*Stack Meter Measurement System – Technical Specification*), the Emitter shall notify the Waste ICC Contract Counterparty of the nature of such fault within one (1) Business Day of becoming aware of the same. The Emitter shall separately identify in such notice any faults affecting the Stack Meter Measurement Data and those not affecting the Stack Meter Measurement Data;

- (B) the Emitter shall investigate such fault within two (2) Business Days of becoming aware of the fault. If the Emitter employs a third party agent or representative to operate the relevant component of the Stack Meter Measurement System, the Emitter shall investigate the fault within five (5) Business Days of being notified by such third party of such fault or otherwise becoming aware of the same;
- (C) the Emitter shall use all reasonable endeavours to rectify the fault including by repairing or replacing any defective component so as to ensure that such component is back in service and is operating in accordance with Part D (*Stack Meter Measurement System – Technical Specification*), as soon as reasonably practicable, and in any event within ten (10) Business Days of the date on which the fault is discovered by or notified to the Emitter;
- (D) if the fault has not been rectified within such ten (10) Business Day period, the Emitter shall notify the Waste ICC Contract Counterparty on the Business Day immediately following such ten (10) Business Day period with a proposal setting out how and the time period within which it intends to rectify the fault;
- (E) the Emitter shall notify the Waste ICC Contract Counterparty within two (2) Business Days of rectifying the relevant fault. For these purposes, a fault affecting any Stack Meter Measurement Data shall be treated as rectified when the relevant Stack Meter Measurement System recommences recording and supplying Stack Meter Measurement Data to the Waste ICC Contract Counterparty and Waste ICC Contract Settlement Services Provider, in compliance with Part D (*Stack Meter Measurement System Technical Specification*); and
- (F) the Waste ICC Contract Counterparty shall be entitled to attend any investigation of the Stack Meter Measurement System fault and the reasonable costs of such attendance shall be borne by the Emitter.

3. INTERFACE AND TIMETABLE INFORMATION

New component

- 3.1 In the event that the Emitter installs any new component of the Stack Meter Measurement System, it shall:
 - (A) ensure that it does so in compliance with this Part C (*Stack Meter Measurement System - Operations*) and Part D (*Stack Meter Measurement System - Technical Specification*); and
 - (B) provide an updated version of the relevant schematic diagram referred to in paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract.

Replacement of the Stack Meter Measurement System

- 3.2 If any component of the Stack Meter Measurement System needs to be replaced for any reason, the Emitter shall install and commission a "like-for-like" or better performing replacement component and within two (2) Business Days of completion of the commissioning of the relevant replacement component, the Emitter shall notify the Waste ICC Contract Counterparty, including any relevant Supporting Information, confirming:
 - (A) that it has successfully installed and commissioned the relevant component; and

- (B) whether the replacement of the relevant component constitutes a Stack Meter Measurement System Material Change.
- 3.3 Any notice issued by the Emitter pursuant to paragraph 3.2 shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, such notice.
- 3.4 If the replacement of a component pursuant to paragraph 3.2 constitutes a Stack Meter Measurement System Material Change, the Emitter shall:
 - (A) provide an updated version of the relevant schematic diagram referred to in paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract; and
 - (B) undertake a Stack Meter Proving Test of the Stack Meter Measurement System within twenty (20) Business Days of completion of the commissioning of such component.

4. **INSTALLATION, CALIBRATION, COMMISSIONING AND PROVING TESTS**

Initial Installation

- 4.1 The Emitter shall install and commission the initial component(s) of the Stack Meter Measurement System in accordance with this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) prior to the commencement of Payments in accordance with the terms of the Waste ICC Contract.

In-situ calibration of the Stack Meter Measurement System

- 4.2 Prior to commissioning, all relevant components of the Stack Meter Measurement System shall have appropriate MCERTS certification and be calibrated in situ in compliance with BS EN 14181 and BS EN ISO 16911-2 following initial installation to meet the Stack Meter Overall Measurement Uncertainty Requirement stated in Part D (*Stack Meter Measurement System - Technical Specification*). Such calibration shall demonstrate conformity with relevant product standards applicable to the class index of each component of the Stack Meter Measurement System. The Emitter shall procure the manufacturers' certificates which include the actual errors of each component of the Stack Meter Measurement System across its operating range. Such certificates shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be made available, on request, to the Waste ICC Contract Counterparty.

Commissioning of the Stack Meter Measurement System

- 4.3 The purpose of commissioning is to ensure that the CO₂ flowing across the Stack Meter Measurement Point(s) is recorded by the associated Stack Meter Measurement System in accordance with the requirements specified in Part D (*Stack Meter Measurement System – Technical Specification*).
- 4.4 The Emitter shall commission the Stack Meter Measurement System on site to confirm and record, so far as appropriate, that:
 - (A) the Stack Meter Measurement System has been installed to the Reasonable and Prudent Standard and in accordance with BS EN 15259;
 - (B) the components of the Stack Meter Measurement System are certified in accordance with BS EN 15267 and The Measuring Instrument Regulations 2016 (to the extent applicable); and

- (C) the Stack Meter Measurement System is commissioned in accordance with BS EN 14181, with any calibration activities undertaken by organisations accredited in accordance with EN ISO/IEC 17025 for the relevant commissioning activities.

Proving of the Stack Meter Measurement System

- 4.5 The Emitter shall be required to perform a Stack Meter Proving Test:
 - (A) prior to the Commissioning Tests and prior to the commencement of the provision of the Measured CO₂ Input to the Waste ICC Contract Counterparty pursuant to the Waste ICC Contract;
 - (B) following a Stack Meter Measurement System Material Change; and
 - (C) if required by any policy, Law or Industry Document.
- 4.6 The Emitter shall give the Waste ICC Contract Counterparty a minimum of twenty (20) Business Days' notice before performing a Stack Meter Proving Test.
- 4.7 The Waste ICC Contract Counterparty may request that a Stack Meter Technical Assurance Agent attends any Stack Meter Proving Test and the Emitter shall permit the same.
- 4.8 Each Stack Meter Proving Test shall be carried out in accordance with BS EN 14181 and BS EN ISO 16911-2 by MCERTS certified personnel employed by a test laboratory which is accredited in accordance with ISO/IEC 17025. Each Stack Meter Proving Test shall include, but shall not be limited to:
 - (A) confirmation that the Stack Meter Measurement System is calibrated in accordance with applicable standards;
 - (B) a functional test that includes linearity, response time and zero/span checks, where applicable, and an audit of the Stack Meter Measurement System; and
 - (C) confirmation that the DAHS meets the applicable requirements of BS EN 17255-4 and is operating in accordance with the manufacturer's specification.
- 4.9 The Emitter shall give a notice to the Waste ICC Contract Counterparty of the results of each Stack Meter Proving Test within five (5) Business Days of the date such Stack Meter Proving Test is carried out (a "**Stack Meter Proving Test Notice**"). Each Stack Meter Proving Test Notice shall:
 - (A) specify whether the Stack Meter Measurement System has or has not passed the Stack Meter Proving Test; and
 - (B) include such Supporting Information as the Emitter considers to be relevant to and supportive of the foregoing.
- 4.10 Each Stack Meter Proving Test Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Stack Meter Proving Test Notice.
- 4.11 The Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of a Stack Meter Proving Test Notice, give a notice to the Emitter (a "**Stack Meter Proving Test Response Notice**"). A Stack Meter Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty:
 - (A) considers that the Stack Meter Proving Test has or has not been carried out in accordance with paragraph 4.8; and

- (B) agrees or does not agree that the Stack Meter Measurement System has or has not passed the Stack Meter Proving Test; or
- (C) considers that it has not been provided with sufficient Supporting Information to determine whether the Stack Meter Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the Stack Meter Measurement System has or has not passed the Stack Meter Proving Test to which the Stack Meter Proving Test Notice relates and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether the Stack Meter Proving Test has been carried out in accordance with paragraph 4.8 and whether the Stack Meter Measurement System has or has not passed the Stack Meter Proving Test (the "**Stack Meter Proving Test Supporting Information**").

4.12 If the Waste ICC Contract Counterparty states in a Stack Meter Proving Test Response Notice that:

- (A) the Stack Meter Proving Test has been carried out in accordance with paragraph 4.8 and the Stack Meter Measurement System has passed the Stack Meter Proving Test, the Stack Meter Measurement System will be deemed to have passed the Stack Meter Proving Test for the purposes of the Waste ICC Contract;
- (B) the Stack Meter Proving Test:
 - (i) has been carried out in accordance with paragraph 4.8 but the Stack Meter Measurement System has not passed the Stack Meter Proving Test; or
 - (ii) has not been carried out in accordance with paragraph 4.8,

the Stack Meter Measurement System will be deemed not to have been passed the Stack Meter Proving Test for the purposes of the Waste ICC Contract and the Emitter will be required to carry out a further Stack Meter Proving Test within two (2) Business Days of receipt of the Stack Meter Proving Test Response Notice; or
- (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Stack Meter Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the Stack Meter Measurement System has or has not passed the Stack Meter Proving Test to which the Stack Meter Proving Test Notice relates:
 - (i) the Emitter shall provide the Stack Meter Proving Test Supporting Information as soon as practicable, and in any event no later than ten (10) Business Days after receipt of the Stack Meter Proving Test Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the Stack Meter Proving Test Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of such Stack Meter Proving Test Supporting Information, give a further Stack Meter Proving Test Response Notice to the Emitter (a "**Further Stack Meter Proving Test Response Notice**"). A Further Stack Meter Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty considers that the Stack Meter Proving Test has or has not been carried out in accordance with paragraph 4.8 and whether the Stack Meter Measurement System has or has not passed the Stack Meter Proving Test.

- 4.13 Nothing in this paragraph 4 (*Installation, Calibration and Commissioning and Proving Tests*) shall require the Waste ICC Contract Counterparty to specify in any Stack Meter Proving Test Response Notice or Further Stack Meter Proving Test Response Notice that the Waste ICC Contract Counterparty accepts that the Stack Meter Measurement System has passed the Stack Meter Proving Test, unless and until the Waste ICC Contract Counterparty is satisfied of the same.
- 4.14 The Emitter may use an alternative method of proving to that set out in paragraph 4.8 subject to obtaining the prior written consent of the Waste ICC Contract Counterparty (such consent not to be unreasonably withheld).

Part D
Stack Meter Measurement System – Technical Specification

1. METERING POINTS

1.1 The Emitter shall ensure that:

- (A) in respect of each Capture Plant Stack Meter (if applicable):
 - (i) such Capture Plant Stack Meter shall be installed on the Capture Plant Stack on the stream of CO₂ Rich Stream that is routed from the Capture Plant directly to atmosphere; and
 - (ii) each Capture Plant Stack Meter Measurement Point shall be:
 - (a) located as close as reasonably practicable to the final emission point to atmosphere;
 - (b) downstream of any pressure let down system;
 - (c) installed at a location in compliance with BS EN 15259 such that a representative mass flow of CO₂ can be determined; and
 - (d) installed in compliance with BS EN 15259 as confirmed by MCERTS certified personnel employed by a test laboratory which is accredited with ISO/IEC 17025;
- (B) in respect of each Bypass Stack Meter (if applicable):
 - (i) such Bypass Stack Meter shall be installed on the Bypass Stack on the CO₂-containing stream that is routed directly to atmosphere; and
 - (ii) each Bypass Stack Meter Measurement Point shall be:
 - (a) located as close as reasonably practicable to the final emission point to atmosphere;
 - (b) downstream of any pressure let down system;
 - (c) installed at a location in compliance with BS EN 15259 such that a representative mass flow of CO₂ can be determined; and
 - (d) installed in compliance with BS EN 15259 as confirmed by MCERTS certified personnel employed by a test laboratory which is accredited with ISO/IEC 17025;
- (C) in respect of each T&S Bypass Stack Meter (if applicable):
 - (i) such T&S Bypass Stack Meter shall be installed on the T&S Bypass Stack on the stream of CO₂ Rich Stream that is routed directly to atmosphere; and
 - (ii) each T&S Bypass Stack Meter Measurement Point shall be:
 - (a) located as close as reasonably practicable to the final emission point to atmosphere;
 - (b) downstream of any pressure let down system;

- (c) installed at a location in compliance with BS EN 15259 such that a representative mass flow of CO₂ can be determined; and
 - (d) installed in compliance with BS EN 15259 as confirmed by MCERTS certified personnel employed by a test laboratory which is accredited with ISO/IEC 17025; and
- (D) in respect of each Combined Stack Meter (if applicable):
 - (i) such Combined Stack Meter shall be installed on the Combined Stack on the CO₂-containing stream and/or the stream of CO₂ Rich Stream that is routed directly to atmosphere (as applicable); and
 - (ii) each Combined Stack Meter Measurement Point shall be:
 - (a) located as close as reasonably practicable to the final emission point to atmosphere;
 - (b) downstream of any pressure let down system;
 - (c) installed at a location in compliance with BS EN 15259 such that a representative mass flow of CO₂ can be determined; and
 - (d) installed in compliance with BS EN 15259 as confirmed by MCERTS certified personnel employed by a test laboratory which is accredited with ISO/IEC 17025.

2. **STACK METER EQUIPMENT**

2.1 Each Stack Meter shall include the following equipment:

- (A) a CEMS for the measurement of flue gas velocity (in order to determine the flue gas flow rate);
- (B) a CEMS for the measurement of CO₂ concentration;
- (C) any other measurement device(s) that are necessary to enable the calculation of the Stack Meter Measurement Data including flue gas temperature, pressure and moisture content; and
- (D) a DAHS.

3. **STACK METER INLET CO₂ MEASUREMENT DATA**

Reporting, determining and recording of Stack Meter Inlet CO₂ Measurement Data

3.1 The Emitter shall ensure that:

- (A) the following measurements are recorded for each minute by each Stack Meter:
 - (i) the duct gas velocity (*expressed in m/s*);
 - (ii) the absolute duct pressure (*expressed in kPa*);
 - (iii) the duct gas temperature (*expressed in K*);
 - (iv) the moisture content (*expressed in % vol*); and

- (v) the CO₂ concentration (*expressed in % vol, dry or wet gas*),
- ((i) to (v) are together, the "**Stack Meter Primary Data**");
- (B) the following values are recorded by or in respect of (as applicable) each Stack Meter:
- (i) the cross sectional area of duct (*expressed in m²*);
 - (ii) the number of seconds of operation of the Stack Meter in each Settlement Unit;
 - (iii) the date (*expressed in day/month/year*); and
 - (iv) the time (*expressed in a 24 hour clock*);
- (C) the following averages are calculated in respect of each Settlement Unit by each Stack Meter:
- (i) the mean duct gas velocity (*expressed in m/s*) in each Settlement Unit (i) calculated by dividing the sum of the duct gas velocity recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded;
 - (ii) the mean absolute duct pressure (*expressed in kPa*) in each Settlement Unit (i) calculated by dividing the sum of the absolute duct pressure recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded;
 - (iii) the mean gas temperature (*expressed in K*) in each Settlement Unit (i) calculated by dividing the sum of the duct gas temperature recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded;
 - (iv) the mean moisture content (*expressed in % vol*) in each Settlement Unit (i) calculated by dividing the sum of the gas moisture content recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded; and
 - (v) the mean CO₂ concentration (*expressed in % vol, wet gas*) in each Settlement Unit (i) calculated in accordance with the following formula:
 - (a) if the CO₂ concentration is reported as a wet gas, dividing the sum of the CO₂ concentration recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded; or
 - (b) if the CO₂ concentration is reported as a dry gas, the mean CO₂ concentration in each Settlement Unit shall be calculated by dividing the sum of the CO₂ concentration (*expressed in % vol, dry gas*) recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded, and shall be corrected to wet gas as follows:

$$Conc_i^{CO_2} = Conc_i^{CO_2_{dry}} \times \frac{100 - Mois_i}{100}$$

where:

- $Conc_i^{CO_2}$ = the mean CO₂ concentration (*expressed in % vol, wet gas*) in each Settlement Unit (*i*);
- $Conc_i^{CO_2_{dry}}$ = the mean CO₂ concentration (*expressed in % vol, dry gas*) in each Settlement Unit (*i*), calculated by dividing the sum of the CO₂ concentration recorded for each minute in the relevant Settlement Unit by the number of minutes in such Settlement Unit in which data has been recorded; and
- $Mois_i$ = the mean gas moisture content (*expressed in % vol*) in each Settlement Unit (*i*),

((i) to (v) are together, the "**Stack Meter Secondary Data**"); and

(D) the following measurements are calculated in respect of each Stack Meter:

- (i) the total volume of gas (*expressed in m³ at Standard Temperature and Pressure*) in each Settlement Unit (*i*) calculated as follows:

$$Vol_i = \tilde{v}_i \times A \times \left(\frac{P_c}{P_s}\right) \times \left(\frac{T_c}{T_s}\right) \times t_i$$

where:

- Vol_i = the total volume of gas (*expressed in m³ at Standard Temperature and Pressure, wet gas*) in each Settlement Unit (*i*);
- $\tilde{v}_i$ = the mean duct gas velocity (*expressed in m/s, wet gas*) in each Settlement Unit (*i*);
- A = the cross sectional area of duct (*expressed in m²*);
- P_c = the mean absolute duct pressure (*expressed in kPa*) in each Settlement Unit (*i*);
- P_s = the Standard Pressure of 101.3 kPa;
- T_c = the mean duct gas temperature (*expressed in K*) in each Settlement Unit (*i*);
- T_s = the Standard Temperature of 273.15 K; and
- t_i = the number of seconds in each Settlement Unit; and

- (ii) the total volume of CO₂ (*expressed in m³ at Standard Temperature and Pressure, wet gas*) in each Settlement Unit (*i*) calculated as follows:

$$Vol_i^{CO_2} = \frac{Conc_i^{CO_2}}{100} \times Vol_i$$

where:

$Vol_i^{CO_2}$	=	the volume of CO ₂ (<i>expressed in m³ at Standard Temperature and Pressure, wet gas</i>) in each Settlement Unit (<i>i</i>);
$Conc_i^{CO_2}$	=	the mean CO ₂ concentration (<i>expressed in % vol, wet gas</i>) in each Settlement Unit (<i>i</i>); and
Vol_i	=	the total volume of gas (<i>expressed in m³ at Standard Temperature and Pressure, wet gas</i>) in each Settlement Unit (<i>i</i>),

((i) to (ii) are together, the "**Stack Meter Tertiary Data**").

3.2 The Emitter shall determine:

- (A) for each Stack Meter, the mass quantity of CO₂ (*expressed in tCO₂*) emitted to the atmosphere from the relevant Stack during the relevant Settlement Unit, as measured in accordance with the following formula:

$$CO2\_En_{i,m} = \frac{Vol_{i,m}^{CO_2}}{1000} \times \frac{M_{CO_2}}{V_m}$$

$CO2\_En_{i,m}$ = the mass quantity of CO₂ (*expressed in tCO₂*) emitted to the atmosphere from the relevant Stack measured by the relevant Stack Meter (*m*) during the relevant Settlement Unit (*i*);

$Vol_{i,m}^{CO_2}$ = the total volume of CO₂ (*expressed in m³ at Standard Temperature and Pressure*) in each Settlement Unit (*i*) calculated in respect of each Stack Meter (*m*);

M_{CO_2} = the molar mass of CO₂ (i.e. 44.01 kg / kmol); and

V_m = the molar volume of a gas at 273 K and 101.3 kPa (i.e. 22.41 m³ / kmol); and

- (B) the Measured CO₂ Emitted in respect of each Settlement Unit in accordance with the following formula:

$$CO2\_En_i = \sum_{m=1}^M CO2\_En_{i,m}$$

$CO2\_En_i$ = the Measured CO₂ Emitted (*expressed in tCO₂*) for the relevant Settlement Unit (*i*);

$CO2\_En_{i,m}$ = the mass quantity of CO₂ (*expressed in tCO₂*) emitted to the atmosphere from the relevant Stack measured by each Stack Meter (*m*) during the relevant Settlement Unit (*i*); and

M = the number of Stack Meters (*m*).

- 3.3 The Emitter shall determine the Measured CO₂ Input in respect of each Settlement Unit in accordance with the following formula:

$$CO2_{In_i} = CO2_{En_i} + CO2_{Out_i}$$

- $CO2_{In_i}$ = the Measured CO₂ Input (*expressed in tCO₂*) for the relevant Settlement Unit (*i*);
- $CO2_{En_i}$ = the Measured CO₂ Emitted (*expressed in tCO₂*) for the relevant Settlement Unit (*i*); and
- $CO2_{Out_i}$ = the Metered CO₂ Output (*expressed in tCO₂*) for the relevant Settlement Unit (*i*).

- 3.4 The Emitter shall report the Measured CO₂ Input to the Waste ICC Contract Counterparty for the purpose of the Waste ICC Contract Settlement Activities.

Stack Meter Invalid Settlement Units

- 3.5 If:
- (A) there are fewer than one thousand three hundred and eighty (1380) minutes of Stack Meter Primary Data in respect of any Stack Meter during a Settlement Unit; or
 - (B) there are greater than sixty (60) minutes of Inaccurate Stack Meter Measurement Data which cannot be corrected pursuant to paragraph 4.8(B) of Part A (Inaccurate Stack Meter Measurement Data) in respect of any Stack Meter during a Settlement Unit,

then such Settlement Unit shall be invalid (a "**Stack Meter Invalid Settlement Unit**") and the Measured CO₂ Input, Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate and/or Achieved CO₂ Utilisation Rate (as applicable) for such Stack Meter Invalid Settlement Unit, shall be deemed to be zero (0).

- 3.6 If:
- (A) there are greater than five (5) Stack Meter Invalid Settlement Units in a Billing Period; or
 - (B) there are greater than twenty (20) Stack Meter Invalid Settlement Units within any twelve (12) consecutive Billing Periods,

then the Emitter shall be deemed to have breached Condition 21.2(A)(ii) and Condition 21.2(A)(iv) (*Undertakings: Inlet CO₂ Measurement Obligation*) and Condition 23.1(A) and 23.1(B) (*Notification of CO₂ Measurement Data*) of the Waste ICC Contract.

Measurement uncertainty requirement

- 3.7 The overall measurement uncertainty of the Measured CO₂ Input determined from the Stack Meter Measurement Data recorded by the Stack Meter Measurement System shall at all times be equal to or less than +/-7.5% of the measured value at 95% confidence interval (the "**Stack Meter Overall Measurement Uncertainty Requirement**").

3.8 The Stack Meter Overall Measurement Uncertainty Requirement shall be:

- (A) obtained by combining:
 - (i) the measurement uncertainty of the components of the Stack Meter Measurement System;
 - (ii) the measurement uncertainty of the components of the T&S Meter Measurement System; and
 - (iii) if applicable, the measurement uncertainty of the components of any measurement system which measures CO₂ for CO₂ Utilisation,
 in a measurement uncertainty budget; and
- (B) ascertained in accordance with internationally recognised and accepted standards, including, but not limited to:
 - (i) the guide to the expression of uncertainty in measurement ISO/IEC Guide 98 all parts; and
 - (ii) ISO 14956.

3.9 The Emitter shall, as a minimum, carry out a measurement uncertainty assessment in order to determine the overall measurement uncertainty of the Measured CO₂ Input (a "**Stack Meter Measurement Uncertainty Assessment**"):

- (A) at least once every Contract Payment Term Year; and
- (B) following a Stack Meter Measurement System Material Change,

to ensure that the overall measurement uncertainty of the Measured CO₂ Input determined from the Stack Meter Measurement Data recorded by the Stack Meter Measurement System is complying with the Stack Meter Overall Measurement Uncertainty Requirement.

3.10 The Emitter shall retain the results of each Stack Meter Measurement Uncertainty Assessment and shall provide a copy of such results, on request, to the Waste ICC Contract Counterparty within five (5) Business Days of receipt of the request.

3.11 As part of each Stack Meter Measurement Uncertainty Assessment, the Emitter shall include a list of all relevant components that form part of each Stack Meter.

3.12 To ensure that the Stack Meter Measurement System complies with the Stack Meter Overall Measurement Uncertainty Requirement the Emitter shall ensure that:

- (A) all of the components which form part of a Stack Meter are calibrated and traceable to ISO/IEC 17025 and validated routinely at least once every twelve (12) Months;
- (B) all of the components of the Stack Meter(s) are checked to ensure they are operating within their calibration range;
- (C) periodic instruments zero (0) and span checks are performed in compliance with BS EN 14181 and BS EN 15267-3; and
- (D) regular functional and quality assurance checks of all of the components of the Stack Meter Measurement System are performed in compliance with BS EN 14181, including parallel measurements against standard reference methods.

- 3.13 The Emitter shall maintain records to show that the components of the Stack Meter(s) are validated and traceable.
- 3.14 The Emitter shall ensure that:
- (A) any personnel employed by test laboratories carrying out measurements, calibrations and assessments in accordance with BS EN 14181 in relation to the installed components of the Stack Meter Measurement System are MCERTS certified and accredited in accordance with EN ISO/IEC 17025 for the relevant activities; and
 - (B) any personnel involved in the operation of the Stack Meter Measurement System shall have appropriate training, which training shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025.

4. **STACK METER MEASUREMENT SYSTEM CRITERIA**

Stack Meter Measurement System

- 4.1 The Stack Meter Measurement System shall, as a minimum, comply with the latest version of the following standards:
- (A) BS EN 14181 (Stationary source emissions — Quality assurance of automated measuring systems);
 - (B) BS EN 15259 (Air quality — Measurement of stationary source emissions — Requirements for measurement sections and sites and for the measurement objective, plan and report);
 - (C) BS EN 15267 (Air quality – Certification of automated measuring systems);
 - (D) BS EN ISO 16911-2 (Stationary source emissions — Manual and automatic determination of velocity and volume flow rate in ducts);
 - (E) PD CEN/TS 17405 (Stationary emissions – Determination of the volume concentration of carbon dioxide – Reference method: infrared spectrometry); and
 - (F) BS EN 17255-4 (Stationary source emissions – Data acquisition and handling systems – Specification of requirements for the installation and on-going quality assurance and quality control of data acquisition and handling systems).

Data Flow and Storage

- 4.2 The Emitter shall establish, document, implement and maintain written procedures for data flow activities relating to the Stack Meter Measurement System.
- 4.3 Such written procedures shall include the following as a minimum:
- (A) a diagram providing an overview of the sequence of data collection and processing steps;
 - (B) identification of the source of the Stack Meter Primary Data;
 - (C) a summary of each step from the Stack Meter Primary Data to the Measured CO₂ Input, including any formulas and coefficients used in the calculations;
 - (D) a summary of any relevant electronic data processing and storage systems used and the interaction between such systems and other inputs, including manual inputs; and

(E) the method in which the measured quantities of data are recorded and stored.

4.4 The Emitter shall put in place appropriate control measures for mitigating the risk of omission, misrepresentation or error in such data flows.

4.5 All data shall be identifiable to its respective date and time.

Monitoring facilities

4.6 The Emitter shall provide monitoring facilities in respect of the Stack Meter Measurement Data, with associated alarm conditions when an error in the functionality of the Stack Meter Measurement System is detected.

4.7 The Emitter shall ensure that any error(s) in the functionality of the Stack Meter Measurement System are recorded as an event alarm which includes the date and time of such error(s).

Communications

4.8 The Emitter shall provide both:

(A) local interrogation facilities; and

(B) remote interrogation facilities,

in respect of the Stack Meter Measurement System.

4.9 The Emitter shall ensure that no unauthorised access is granted to the Stack Meter Measurement System.

4.10 All Stack Meter Inlet CO₂ Measurement Data shall be recorded and/or reported in a format agreed with the Waste ICC Contract Counterparty.

Appropriate seals

4.11 The Emitter shall ensure that each component of the Stack Meter Measurement System is appropriately sealed so as to provide assurance that the following parameters are met:

(A) the Reasonable and Prudent Standard of anti-tamper protection; and

(B) all other security measures required by BS EN 15267.

5. ASSOCIATED FEATURES

The Emitter may install additional features within or associated with the Stack Meter Measurement System provided such additional features do not interfere with the operation of the Stack Meter Measurement System (including, but not limited to, the operation of data flow and storage in respect of the Stack Meter Measurement System).

6. ACCESS TO DATA

The Emitter shall provide access to, and hereby authorises the use of, Stack Meter Inlet CO₂ Measurement Data, to and by the Waste ICC Contract Counterparty in accordance with the terms of the Waste ICC Contract.

7. **QUALITY ASSURANCE**

- 7.1 The Emitter shall ensure that regular functional and quality assurance checks of all of the components of the Stack Meter Measurement System are performed on a daily, weekly, monthly and annual basis in accordance with BS EN 14181.
- 7.2 The Emitter shall ensure that any third party audit reports related to the operation of the Stack Meter Measurement System are addressed and provided to the Waste ICC Contract Counterparty on an annual basis.
- 7.3 The Emitter shall ensure that:
- (A) any personnel employed by test laboratories carrying out measurements, calibrations and related assessments are MCERTS certified and accredited in accordance with EN ISO/IEC 17025 for the relevant calibration and assessment activities; and
 - (B) any personnel involved in the operation of the Stack Meter Measurement System shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025.

8. **RECORDS**

Records required to be kept by the Emitter and provided to the Waste ICC Contract Counterparty under this Annex 10 (*Stack Meter Operational Framework and Technical Specification*) shall include, as a minimum and where applicable, the following information:

- (A) Emitter name;
- (B) Installation name;
- (C) Installation address;
- (D) instrument manufacturer;
- (E) instrument model;
- (F) instrument serial number;
- (G) instrument operating principle;
- (H) instrument operating range;
- (I) instrument MCERTS compliance (certificate number(s));
- (J) name and accreditation number of instrument calibration laboratory;
- (K) all reports related to demonstrating compliance with EN 14181 (including QAL2, AST and functional audit reports); and
- (L) all reports related to the commissioning of the Stack Meter Measurement System.

Annex 11

Outlet CO₂ Meter Operational Framework and Technical Specification

1. INTRODUCTION

- 1.1 This Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) sets out requirements for the installation, operation and maintenance of each Outlet CO₂ Meter Measurement System.

2. DEFINITIONS: ANNEX 11

- 2.1 In this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*):

"Applicable Standards" means:

- (A) the relevant standards set out in paragraph 4 of Part D (*T&S Meter Measurement System – Technical Specification*) and/or paragraph 4 of Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable); or
- (B) where such relevant standards are not available, the relevant ISO standards; or
- (C) where such ISO standards are not available, suitable British Standards; or
- (D) where such British Standards are not available, suitable draft standards;
- (E) where such suitable draft standards are not available, industry best practice guidelines;
- (F) where such industry best practice guidelines are not available, manufacturers' recommendations; or
- (G) where such manufacturers' recommendations are not available, other scientifically proven methodologies;

"CCU Bypass Stack(s)" means one (1) or more emission point(s) to atmosphere from a vent located upstream of the CCU Flow Meter(s) that is capable of diverting to atmosphere one (1) or more stream(s) of CO₂ Rich Stream that would ordinarily be routed to CO₂ Utilisation from the Capture Plant;

"CCU CO₂ Measurement Uncertainty Requirement" has the meaning given to that term in paragraph 3.8 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU CO₂ Rich Stream Measurement Uncertainty Requirement" has the meaning given to that term in paragraph 3.9 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Composition Analysis Equipment" means one (1) or more device(s) (including ancillary instrumentation, sampling equipment and, if necessary, conditioning equipment) for measuring the CO₂ concentration and for determining the CO₂ mass fraction in the stream of CO₂ Rich Stream routed from the Capture Plant to CO₂ Utilisation for the purposes of determining the Metered CO₂ Output to CCU and located at the CO₂ Utilisation Analysis Point(s);

"CCU Composition Analysis Measurement Period" has the meaning given to that term in paragraph 2.9 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Flow Meter(s)" means one (1) or more flow meter(s) (including ancillary instrumentation) for measuring the Metered CO₂ Output to CCU and the Metered CO₂ Rich Stream Output to CCU located at the CO₂ Utilisation Metering Point(s);

"CCU Meter Invalid Settlement Unit" has the meaning given to that term in paragraph 3.5 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Meter Measurement System" means all of the relevant Outlet CO₂ Metering Equipment including the relevant commissioned CCU Flow Meter(s) and CCU Composition Analysis Equipment, a DAHS, other associated equipment, and any standby meter(s) for the purposes of measuring the CO₂ and the CO₂ Rich Stream at the CO₂ Utilisation Metering Point(s) and the CO₂ Utilisation Analysis Point(s);

"CCU Meter Measurement System Technical Specification" means the technical specification relating to the CCU Meter Measurement System as set out in Part E (*CCU Meter Measurement System – Technical Specification*) which, for the avoidance of doubt, shall only apply if the Emitter directs CO₂ to CO₂ Utilisation;

"CCU Meter Measurement Uncertainty Assessment" has the meaning given to that term in paragraph 3.12(A) of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Meter Primary Composition Data" has the meaning given to that term in paragraph 3.1(B) of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Meter Primary Data" has the meaning given to that term in paragraph 3.1 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Meter Primary Flow and Time Data" has the meaning given to that term in paragraph 3.1 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Meter Secondary Data" has the meaning given to that term in paragraph 3.2 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Meter Tertiary Data" has the meaning given to that term in paragraph 3.4 of Part E (*CCU Meter Measurement System – Technical Specification*);

"CCU Metered Data" means the CCU Meter Tertiary Data, the CCU Meter Secondary Data and the CCU Meter Primary Data;

"Composition Analysis Equipment" means the CCU Composition Analysis Equipment and/or the T&S Composition Analysis Equipment (as applicable) (which may be the same composition analysis equipment (and not two separate sets of composition analysis equipment) if the CO₂ composition at the point at which the flow rate of the stream of CO₂ Rich Stream routed from the Capture Plant to the T&S Network is metered is the same as the CO₂ composition at the point at which the flow rate of the stream of CO₂ Rich Stream routed from the Capture Plant to CO₂ Utilisation is metered);

"Further Outlet CO₂ Meter Proving Test Response Notice" has the meaning given to that term in paragraph 4.12(C)(ii) of Part C (*Outlet CO₂ Meter Measurement System – Operations*);

"Inaccurate Outlet CO₂ Metered Data" means any Outlet CO₂ Metered Data which is generated in circumstances where:

- (A) the Outlet CO₂ Metering Equipment recording such Outlet CO₂ Metered Data does not meet the relevant Outlet CO₂ Measurement Uncertainty Requirement;

- (B) the Outlet CO₂ Metering Equipment recording such Outlet CO₂ Metered Data does not meet the relevant Outlet CO₂ Rich Stream Measurement Uncertainty Requirement;
- (C) the Outlet CO₂ Metering Equipment recording such Outlet CO₂ Metered Data drifts beyond the permitted specification as determined by the relevant technology deployed by such Outlet CO₂ Metering Equipment;
- (D) there is an error in a correction factor or scaling factor within the relevant DAHS;
- (E) there is an error in the transcription from the relevant DAHS to the Waste ICC Contract Counterparty; and/or
- (F) the Outlet CO₂ Metering Equipment is otherwise incorrectly recording data;

"Maximum Metered CO₂ Rich Stream Output to CCU Flow Rate" means, in respect of a CCU Meter Measurement System, the maximum calibrated range of the instantaneous mass flow rate of CO₂;

"Maximum Metered CO₂ Rich Stream Output to T&S Flow Rate" has the meaning given to that term in the Waste ICC Agreement;

"Metered CO₂ Output to CCU Flow Rate" means the flow rate of CO₂ (*expressed in tCO₂/h*) routed to CO₂ Utilisation from the Capture Plant during the relevant Settlement Unit, measured by the CCU Flow Meter(s) at the CO₂ Utilisation Metering Point(s);

"Metered CO₂ Output to T&S Flow Rate" means the flow rate of CO₂ (*expressed in tCO₂/h*) entering the relevant T&S Network from the Capture Plant during the relevant Settlement Unit, measured by the T&S Flow Meter(s) at the CO₂ T&S Network Metering Point(s);

"Metered CO₂ Rich Stream Output to CCU Flow Rate" means the flow rate of CO₂ Rich Stream (*expressed in tCO₂RS/h*) routed to CO₂ Utilisation from the Capture Plant during the relevant Settlement Unit, measured by the CCU Flow Meter(s) at the CO₂ Utilisation Metering Point(s);

"Metered CO₂ Rich Stream Output to T&S Flow Rate" means the flow rate of CO₂ Rich Stream (*expressed in tCO₂RS/h*) entering the relevant T&S Network from the Capture Plant during the relevant Settlement Unit, measured by the T&S Flow Meter(s) at the CO₂ T&S Network Metering Point(s);

"Minimum CO₂ Purity Requirement" means the minimum CO₂ purity requirement contained in the "Carbon Dioxide Specification" applicable to the T&S Network under the CCS Network Code;

"Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit" has the meaning given to that term in limb (B) of the definition of Outlet CO₂ Meter Waste ICC Technical Audit;

"Outlet CO₂ Flow Meter(s)" means the CCU Flow Meter(s) and/or the T&S Flow Meter(s) (as applicable);

"Outlet CO₂ Measurement Uncertainty Requirement" means the CCU CO₂ Measurement Uncertainty Requirement and/or the T&S CO₂ Measurement Uncertainty Requirement (as applicable);

"Outlet CO₂ Meter Invitee" means each of:

- (A) the Waste ICC Contract Counterparty acting through any reasonably nominated employee, agent or contractor; and

- (B) the Outlet CO₂ Meter Technical Assurance Agent, acting through any reasonably nominated employee, agent or contractor;

"Outlet CO₂ Meter Measurement System" means the CCU Meter Measurement System and/or the T&S Meter Measurement System (as applicable);

"Outlet CO₂ Meter Measurement System Material Change" means a change to any component of an Outlet CO₂ Meter Measurement System which has, or may have, an impact on the Outlet CO₂ Metered Data;

"Outlet CO₂ Meter Measurement System Technical Details" means all of the technical details relating to an Outlet CO₂ Meter Measurement System that are required to enable metered data to be collected and correctly interpreted from that Outlet CO₂ Meter Measurement System as referred to in this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

"Outlet CO₂ Meter Measurement System Technical Specification" means the T&S Meter Measurement System Technical Specification and/or the CCU Meter Measurement System Technical Specification (as applicable);

"Outlet CO₂ Meter Primary Flow and Time Data" means T&S Meter Primary Flow and Time Data and/or CCU Meter Primary Flow and Time Data (as applicable);

"Outlet CO₂ Meter Proving Test" means the test described in paragraph 4.8 of Part C (*Outlet CO₂ Meter Measurement System – Operations*), or as otherwise agreed in accordance with paragraph 4.14 of Part C (*Outlet CO₂ Meter Measurement System – Operations*);

"Outlet CO₂ Meter Proving Test Notice" has the meaning given to that term in paragraph 4.9 of Part C (*Outlet CO₂ Meter Measurement System – Operations*);

"Outlet CO₂ Meter Proving Test Response Notice" has the meaning given to that term in paragraph 4.11 of Part C (*Outlet CO₂ Meter Measurement System – Operations*);

"Outlet CO₂ Meter Proving Test Supporting Information" has the meaning given to that term in paragraph 4.11(C) of Part C (*Outlet CO₂ Meter Measurement System – Operations*);

"Outlet CO₂ Meter Technical Assurance" means compliance by the Emitter with the requirements of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) in relation to each Outlet CO₂ Meter Measurement System;

"Outlet CO₂ Meter Technical Assurance Agent" means a third party agent or representative appointed by the Waste ICC Contract Counterparty to be responsible for monitoring Outlet CO₂ Meter Technical Assurance;

"Outlet CO₂ Meter Waste ICC Technical Audit" means an audit, check, examination or inspection conducted by the Waste ICC Contract Counterparty and/or its appointed representative in accordance with Part B (*Outlet CO₂ Meter Measurement System – Technical Assurance*), Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable) of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*);

- (A) once every three (3) years in accordance with the timings set out in paragraph 4.4 of Part B (*Outlet CO₂ Meter Measurement System – Technical Assurance*) (each a **"Routine Outlet CO₂ Meter Waste ICC Technical Audit"**); or
- (B) with such frequency as is considered necessary by the Waste ICC Contract Counterparty in accordance with paragraph 4.1 of Part B (*Outlet CO₂ Meter*

Measurement System – Technical Assurance), acting reasonably (each a **"Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit"**);

"Outlet CO₂ Metered Data" means the T&S Metered Data and/or the CCU Metered Data (as applicable);

"Outlet CO₂ Rich Stream Measurement Uncertainty Requirement" means the CCU CO₂ Rich Stream Measurement Uncertainty Requirement and/or the T&S CO₂ Rich Stream Measurement Uncertainty Requirement (as applicable);

"Routine Outlet CO₂ Meter Waste ICC Technical Audit" has the meaning given to that term in limb (A) of the definition of Outlet CO₂ Meter Waste ICC Technical Audit;

"T&S Bypass Stack(s)" means one (1) or more emission point(s) to atmosphere from a vent located upstream of the T&S Flow Meter(s) that is capable of diverting to atmosphere one (1) or more stream(s) of CO₂ Rich Stream that would ordinarily be routed to the T&S Network from the Capture Plant;

"T&S CO₂ Measurement Uncertainty Requirement" has the meaning given to that term in paragraph 3.8 of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S CO₂ Rich Stream Measurement Uncertainty Requirement" has the meaning given to that term in paragraph 3.9 of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Composition Analysis Equipment" means one (1) or more device(s) (including ancillary instrumentation, sampling equipment and, if necessary, conditioning equipment) for measuring the CO₂ concentration and for determining the CO₂ mass fraction in the stream of CO₂ Rich Stream routed from the Capture Plant to the T&S Network for the purposes of determining the Metered CO₂ Output to T&S and located at the CO₂ T&S Network Analysis Point(s);

"T&S Composition Analysis Measurement Period" has the meaning given to that term in paragraph 2.9 of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Flow Meter(s)" means one (1) or more flow meter(s) (including ancillary instrumentation) for measuring the Metered CO₂ Output to T&S and the Metered CO₂ Rich Stream Output to T&S located at the CO₂ T&S Network Metering Point(s);

"T&S Meter Invalid Settlement Unit" has the meaning given to that term in paragraph 3.5 of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Meter Measurement System" means all of the relevant Outlet CO₂ Metering Equipment including the relevant commissioned T&S Flow Meter(s) and T&S Composition Analysis Equipment, a DAHS, other associated equipment, and any standby meter(s) for the purposes of measuring the CO₂ and the CO₂ Rich Stream at the CO₂ T&S Network Metering Point(s) and the CO₂ T&S Network Analysis Point(s);

"T&S Meter Measurement System Technical Specification" means the technical specification relating to the T&S Meter Measurement System as set out in Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Meter Measurement Uncertainty Assessment" has the meaning given to that term in paragraph 3.12(A) of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Meter Primary Composition Data" has the meaning given to that term in paragraph 3.1(B) of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Meter Primary Data" has the meaning given to that term in paragraph 3.1 of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Meter Primary Flow and Time Data" has the meaning given to that term in paragraph 3.1 of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Meter Secondary Data" has the meaning given to that term in paragraph 3.2 of Part D (*T&S Meter Measurement System – Technical Specification*);

"T&S Meter Tertiary Data" has the meaning given to that term in paragraph 3.4 of Part D (*T&S Meter Measurement System – Technical Specification*); and

"T&S Metered Data" means the T&S Meter Tertiary Data, the T&S Meter Secondary Data and the T&S Meter Primary Data.

Part A
Outlet CO₂ Meter Measurement System – General

1. INTRODUCTION

1.1 This Part sets out:

- (A) the general requirements for the installation, commissioning, operation and maintenance of each Outlet CO₂ Meter Measurement System;
- (B) the Emitter's responsibilities, the ownership and use of data and the access to each Outlet CO₂ Meter Measurement System; and
- (C) the functions of any agents or representatives appointed by the Waste ICC Contract Counterparty in connection with each Outlet CO₂ Meter Measurement System.

1.2 For the purposes of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*), the relevant quantities of CO₂ and CO₂ Rich Stream shall be measured and recorded through each Outlet CO₂ Meter Measurement System installed, commissioned, operated and maintained and otherwise provided for as set out in this Part A (*Outlet CO₂ Meter Measurement System – General*).

1.3 In this Part A (*Outlet CO₂ Meter Measurement System – General*):

- (A) in relation to each Outlet CO₂ Meter Measurement System, references to requirements under the Outlet CO₂ Meter Measurement System Technical Specification shall be construed as requirements in relation to all of the relevant Outlet CO₂ Flow Meters, Composition Analysis Equipment and associated equipment comprised or required to be comprised in that Outlet CO₂ Meter Measurement System;
- (B) references to an Outlet CO₂ Meter Measurement System includes an Outlet CO₂ Meter Measurement System comprising one (1) or more Outlet CO₂ Flow Meter(s) or Composition Analysis Equipment which a third party is or will be required to install;
- (C) references to an Outlet CO₂ Meter Measurement System shall be construed as references to all of the relevant Outlet CO₂ Flow Meters, Composition Analysis Equipment and associated equipment which are or will be comprised in such Outlet CO₂ Meter Measurement System; and
- (D) "**commission**" means to commission for the purposes of the Waste ICC Contract Settlement Activities in accordance with this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) and "**commissioned**" and other derivative terms shall be construed accordingly.

2. EMITTER RESPONSIBILITY FOR OUTLET CO₂ METER MEASUREMENT EQUIPMENT

- 2.1** The principal functions and responsibilities of the Emitter (or any agent or representative appointed on its behalf) shall be to install, commission, operate, test, maintain, rectify faults and provide a sealing service in respect of each Outlet CO₂ Meter Measurement System in accordance with Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable).
- 2.2** The Emitter shall comply with or (as appropriate) procure that any appointed agent or representative complies with the requirements of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

3. OUTLET CO₂ METER MEASUREMENT SYSTEM – BASIC REQUIREMENTS

Emitter Responsibilities

3.1 The Emitter shall ensure that each Outlet CO₂ Meter Measurement System is:

- (A) calibrated, tested, installed and commissioned; and
- (B) operated and maintained,

for the purposes described in paragraph 1.2 in accordance with and subject to the provisions of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

Outlet CO₂ Meter Measurement System Technical Details

3.2 The Emitter shall, in accordance with this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*):

- (A) establish and maintain Outlet CO₂ Meter Measurement System Technical Details in respect of each Outlet CO₂ Meter Measurement System; and
- (B) ensure that such Outlet CO₂ Meter Measurement System Technical Details are true, complete and accurate.

Information and records

3.3 The Emitter shall:

- (A) comply with the requirements of the Waste ICC Contract when providing the Waste ICC Contract Counterparty with information relating to each Outlet CO₂ Meter Measurement System, including the relevant Outlet CO₂ Meter Measurement System Technical Details;
- (B) provide such Outlet CO₂ Meter Measurement System Technical Details to the Waste ICC Contract Counterparty; and
- (C) provide the Waste ICC Contract Counterparty with all such information regarding each Outlet CO₂ Meter Measurement System as the Waste ICC Contract Counterparty reasonably requires for the purposes of carrying out an Outlet CO₂ Meter Waste ICC Technical Audit.

3.4 The information to be provided under paragraphs 3.3(A), 3.3(B) and 3.3(C) includes information regarding the dates and time periods for the installation of new Outlet CO₂ Flow Meters and Composition Analysis Equipment and the dates and time periods when such Outlet CO₂ Flow Meters and Composition Analysis Equipment are out of service.

3.5 The Emitter shall:

- (A) prepare and maintain complete and accurate records in relation to each Outlet CO₂ Meter Measurement System; and
- (B) provide a copy of such records to the Waste ICC Contract Counterparty promptly upon request.

Compliance with the Outlet CO₂ Meter Measurement System Technical Specification

- 3.6 All components of each Outlet CO₂ Meter Measurement System shall, as a minimum, comply with the requirements referred to or set out in Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable).
- 3.7 The Emitter shall provide such evidence as the Waste ICC Contract Counterparty may require to confirm that, following its commissioning, each Outlet CO₂ Meter Measurement System meets the requirements of Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable). This evidence shall be traceable and dated.
- 3.8 Subject to paragraphs 3.9 and 3.10, each component of each Outlet CO₂ Meter Measurement System shall be required to comply with the Applicable Standards specified in the relevant Outlet CO₂ Meter Measurement System Technical Specification which are current at the Agreement Date.
- 3.9 If, following the Agreement Date, any component of the relevant Outlet CO₂ Meter Measurement System is calibrated, tested, installed or commissioned, the calibration, testing, installation or commissioning of such component shall be required to be carried out in accordance with and comply with the latest version of the Applicable Standards specified in the relevant Outlet CO₂ Meter Measurement System Technical Specification prevailing at the time of such calibration, testing, installation or commissioning.

Outlet CO₂ Meter Measurement System Material Change

- 3.10 Notwithstanding paragraphs 3.6 to 3.9, where any Outlet CO₂ Meter Measurement System Material Change occurs:
- (A) the Emitter shall promptly and in any event no later than two (2) Business Days following such Outlet CO₂ Meter Measurement System Material Change notify the Waste ICC Contract Counterparty; and
 - (B) the latest version of the Applicable Standards specified in the relevant Outlet CO₂ Meter Measurement System Technical Specification shall apply to the components which are the subject of such Outlet CO₂ Meter Measurement System Material Change.

Calibration of each Outlet CO₂ Meter Measurement System

- 3.11 The Emitter shall ensure that each Outlet CO₂ Meter Measurement System is calibrated (including during installation, testing commissioning, maintenance and operation) in accordance with Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable).

Commissioning and maintenance of each Outlet CO₂ Meter Measurement System

- 3.12 The Emitter shall, at its own cost and expense, ensure that each Outlet CO₂ Meter Measurement System is kept in good working order, repair and condition in accordance with Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable) to the extent necessary to allow the correct registration, recording and transmission of the Outlet CO₂ Metered Data by the relevant component of such Outlet CO₂ Meter Measurement System.
- 3.13 If any component of an Outlet CO₂ Meter Measurement System is removed, replaced or otherwise changed, then the commissioning and maintenance record in relation to such

removed, replaced or changed component (including any replacement) shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be provided to the Waste ICC Contract Counterparty upon request.

Testing and inspection

- 3.14 The Emitter shall ensure that routine audits, tests and checks, including but not limited to any audits, tests and checks required pursuant to Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable), are carried out to confirm the measurement uncertainty of each Outlet CO₂ Meter Measurement System, in addition to the Outlet CO₂ Meter Waste ICC Technical Audits carried out by the Waste ICC Contract Counterparty (or its appointed representative).
- 3.15 The Emitter shall ensure that a test of the measurement uncertainty of any component of the relevant Outlet CO₂ Meter Measurement System which replaces a defective or inaccurate component is carried out where any defective or inaccurate component of such Outlet CO₂ Meter Measurement System is replaced as soon as reasonably practicable after the installation of such component.
- 3.16 The Emitter shall give the Waste ICC Contract Counterparty reasonable prior notice of the date, time, place and nature of every audit test and/or check carried out pursuant to paragraph 3.14 and the Waste ICC Contract Counterparty shall have the right to attend such audit test(s) and/or check(s).
- 3.17 If the Emitter (or any agent or representative appointed on its behalf) has reason to believe that an Outlet CO₂ Meter Measurement System does not comply with the requirements set out in Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable), or otherwise for any reason is recording Inaccurate Outlet CO₂ Metered Data, the Emitter or such other third party (as procured by the Emitter) shall so notify:
- (A) the Waste ICC Contract Counterparty; and
 - (B) the Emitter (if relevant),
- as soon as reasonably practicable and in any event, within forty-eight (48) hours of the date on which the Emitter or such other third party becomes aware of the same.
- 3.18 The Waste ICC Contract Counterparty may appoint an Outlet CO₂ Meter Technical Assurance Agent to conduct an inspection of the Outlet CO₂ Meter Measurement System as part of the Routine Outlet CO₂ Meter Waste ICC Technical Audit once every three (3) years as set out in paragraph 4.4 of Part B (*Outlet CO₂ Meter Measurement System – Technical Assurance*) of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*). The timing and frequency of such an inspection shall be independent of any inspection carried out or otherwise attended by the Waste ICC Contract Counterparty under paragraphs 3.16 or 3.20. The Waste ICC Contract Counterparty shall give the Emitter notice of its intention to carry out such an inspection, setting out the date on which it proposes to do so, which shall generally be no sooner than ten (10) Business Days after the date of the notice.
- 3.19 All reasonable costs incurred in undertaking a Routine Outlet CO₂ Meter Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any tests which form part of such Routine Outlet CO₂ Meter Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice

to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).

- 3.20 If the Waste ICC Contract Counterparty is notified (under paragraph 3.17(A)) or otherwise has reason to believe that any component of an Outlet CO₂ Meter Measurement System does not comply with the requirements set out in Part D (*T&S Meter Measurement System – Technical Specification*) and/or Part E (*CCU Meter Measurement System – Technical Specification*) (as applicable) or an Outlet CO₂ Meter Measurement System is otherwise for any reason recording Inaccurate Outlet CO₂ Metered Data:
- (A) the Waste ICC Contract Counterparty may require the Emitter to inspect and then test such Outlet CO₂ Meter Measurement System as soon as reasonably practicable, and in any event no later than ten (10) Business Days after the Waste ICC Contract Counterparty gives notice of such requirement pursuant to this paragraph 3.20(A), whereupon the Emitter shall carry out such test in the presence of a representative of the Waste ICC Contract Counterparty; or
 - (B) the Waste ICC Contract Counterparty may, as part of a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit and without giving notice to the Emitter, arrange for the inspection of an Outlet CO₂ Meter Measurement System by an Outlet CO₂ Meter Technical Assurance Agent, and for such agent to carry out such tests as such agent shall deem necessary to determine the measurement uncertainty of such Outlet CO₂ Meter Measurement System, and the Emitter shall co-operate with such agent in carrying out such tests. An Outlet CO₂ Meter Technical Assurance Agent shall be entitled to assume that all required consents have been obtained for the relevant inspection until such time as it is notified to the contrary.
- 3.21 Subject to paragraph 3.22, all reasonable costs incurred in undertaking a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any tests which form part of that Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 3.22 Where pursuant to a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit, the Emitter is found not to be in material breach of any requirement of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*), any reasonable costs reasonably incurred by the Emitter in carrying out any inspections and tests required by the Waste ICC Contract Counterparty as part of a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit (but excluding any costs associated with the attendance by the Emitter and/or its appointed representative(s) at such inspections and tests), shall be payable by the Waste ICC Contract Counterparty and included in the next Opex Payment Billing Statement, unless such Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit has been requested by the Emitter in accordance with paragraph 4.1(E) (*Reasons for requesting a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit*) of Part B (*Outlet CO₂ Meter Measurement System - Technical Assurance*) in which case the reasonable costs incurred by the Waste ICC Contract Counterparty shall be payable by the Emitter and included in the next Opex Payment Billing Statement. For the purposes of this paragraph, "**material breach**" shall mean a breach that has a material impact on the Outlet CO₂ Metered Data provided for the purposes of the Waste ICC Contract Settlement Activities.
- 3.23 Any test carried out pursuant to paragraphs 3.14 to 3.22 shall comply with Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable).

Sealing and security

3.24 The Emitter shall:

- (A) procure that each Outlet CO₂ Meter Measurement System is sealed in accordance with Part D (T&S Meter Measurement System - Technical Specification) and/or Part E (CCU Meter Measurement System - Technical Specification) (as applicable);
- (B) procure that each Outlet CO₂ Meter Measurement System is as secure as possible in all circumstances; and
- (C) notify the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than two (2) Business Days after becoming aware that any of an Outlet CO₂ Meter Measurement System's seals are broken or damaged.

4. **DATA**

Ownership of data

- 4.1 Subject to paragraph 4.2, the Emitter shall own the Outlet CO₂ Metered Data and may provide any person with access to and use of such Outlet CO₂ Metered Data.
- 4.2 The Emitter shall not exercise any rights in relation to, or provide any person with any use of or access to, Outlet CO₂ Metered Data in a manner which would interfere with the Waste ICC Contract Settlement Activities or which otherwise would be inconsistent with giving effect to the Waste ICC Contract or this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) (including the exercise of the Waste ICC Contract Counterparty's rights hereunder).

Access to and use of data

- 4.3 The Emitter shall provide access to, and hereby authorises the use of, Outlet CO₂ Metered Data, to and by the Waste ICC Contract Counterparty (for the purposes of this paragraph 4.3, the "**data recipient**", which term shall include any officer, official, director, employee, agent, representative, consultant or adviser of the same), without charge, for all purposes for which each such data recipient requires such access and use pursuant to or in order to give effect to this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*), but not for any other purpose.
- 4.4 The Emitter shall promptly provide the Outlet CO₂ Metered Data to:
 - (A) each Third Party; and
 - (B) any other person,
 who (in either case) is entitled to receive such Outlet CO₂ Metered Data in accordance with the Waste ICC Contract or this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

Frequency of submission of Metered CO₂ Output to T&S, Metered CO₂ Rich Stream Output to T&S, Metered CO₂ Output to CCU and Metered CO₂ Rich Stream Output to CCU

- 4.5 Should the Waste ICC Contract Counterparty approve a request by the Emitter to change the frequency with which it provides details of the Metered CO₂ Output to T&S, the Metered CO₂ Rich Stream Output to T&S, the Metered CO₂ Output to CCU and/or the Metered CO₂ Rich Stream Output to CCU to the Waste ICC Contract Settlement Services Provider pursuant to

the Waste ICC Contract, the Waste ICC Contract Counterparty may charge an administrative fee to cover its reasonable costs in relation to such change.

Missing and Inaccurate Outlet CO₂ Metered Data

4.6 In respect of each Outlet CO₂ Meter Measurement System, if, for any reason:

- (A) any Outlet CO₂ Meter Primary Flow and Time Data is not available in respect of such Outlet CO₂ Meter Measurement System; or
- (B) any Outlet CO₂ Meter Primary Flow and Time Data in respect of such Outlet CO₂ Meter Measurement System is Inaccurate Outlet CO₂ Metered Data which cannot be corrected pursuant to paragraph 4.9(A),

such Outlet CO₂ Meter Primary Flow and Time Data shall not be included in the calculation of:

- (i) if the relevant Outlet CO₂ Meter Measurement System is a T&S Meter Measurement System, the Achieved CO₂ Capture Rate, Achieved CO₂ Storage Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Storage Rate, Metered CO₂ Output to T&S and Metered CO₂ Rich Stream Output to T&S for the purposes of the Waste ICC Contract; and
- (ii) if the relevant Outlet CO₂ Meter Measurement System is a CCU Meter Measurement System, the Achieved CO₂ Capture Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Utilisation Rate, Metered CO₂ Output to CCU and Metered CO₂ Rich Stream Output to CCU for the purposes of the Waste ICC Contract.

4.7 In respect of the T&S Meter Measurement System, where the relevant T&S Meter Primary Composition Data is not excluded pursuant to paragraph 4.6, if, for any reason:

- (A) any T&S Meter Primary Composition Data is not available; or
- (B) any T&S Meter Primary Composition Data is Inaccurate Outlet CO₂ Metered Data which cannot be corrected pursuant to paragraph 4.9(A),

but the relevant T&S Operator accepts the CO₂ Rich Stream captured by the Capture Plant and directed to the relevant T&S Network, such T&S Meter Primary Composition Data shall not be used as the CO₂ concentration (mol %), and instead the Minimum CO₂ Purity Requirement shall be used as the CO₂ concentration (mol %), for the purposes of determining the T&S Meter Secondary Data for each relevant T&S Composition Analysis Measurement Period pursuant to paragraph 3.2 of Part D (*T&S Meter Measurement System – Technical Specification*).

4.8 In respect of the CCU Meter Measurement System, where the relevant CCU Meter Primary Composition Data is not excluded pursuant to paragraph 4.6, if, for any reason:

- (A) any CCU Meter Primary Composition Data is not available; or
- (B) any CCU Meter Primary Composition Data is Inaccurate Outlet CO₂ Metered Data which cannot be corrected pursuant to paragraph 4.9(A),

where the CCU Composition Analysis Equipment:

- (i) is the same composition analysis equipment as the T&S Composition Analysis Equipment (and not two separate sets of composition analysis equipment), then provided that the relevant T&S Operator accepts the CO₂ Rich Stream captured

by the Capture Plant and directed to the relevant T&S Network, such CCU Meter Primary Composition Data shall not be used as the CO₂ concentration (mol %), and instead the Minimum CO₂ Purity Requirement shall be used as the CO₂ concentration (mol %), for the purposes of determining the CCU Meter Secondary Data for each relevant CCU Composition Analysis Measurement Period pursuant to paragraph 3.2 of Part E (*CCU Meter Measurement System – Technical Specification*); or

- (ii) is not the same composition analysis equipment as the T&S Composition Analysis Equipment, such CCU Meter Primary Composition Data and any corresponding CCU Meter Primary Flow and Time Data shall not be included in the calculation of the Achieved CO₂ Capture Rate, Achieved CO₂ Utilisation Rate, Average Achieved CO₂ Capture Rate, Average Achieved CO₂ Utilisation Rate, Metered CO₂ Output to CCU and Metered CO₂ Rich Stream Output to CCU for the relevant CCU Composition Analysis Measurement Period pursuant to paragraph 3.2 of Part E (*CCU Meter Measurement System – Technical Specification*).

4.9 If the Emitter becomes aware at any time that any Outlet CO₂ Metered Data measured by an Outlet CO₂ Meter Measurement System is Inaccurate Outlet CO₂ Metered Data:

- (A) if it is technically feasible to correct such Inaccurate Outlet CO₂ Metered Data such that it is not Inaccurate Outlet CO₂ Metered Data, the Emitter shall:
 - (i) correct such Outlet CO₂ Metered Data to the satisfaction of the Waste ICC Contract Counterparty as soon as possible and in any event by the start of the next Billing Period;
 - (ii) notify the Waste ICC Contract Counterparty of such corrected Outlet CO₂ Metered Data within two (2) Business Days of such Outlet CO₂ Metered Data being corrected; and
 - (iii) the Inaccurate Outlet CO₂ Metered Data shall be replaced with such corrected Outlet CO₂ Metered Data for the purposes of the Waste ICC Contract; or
- (B) if it is not technically feasible to correct such Inaccurate Outlet CO₂ Metered Data such that it is not Inaccurate Outlet CO₂ Metered Data, paragraphs 4.6, 4.7 and/or 4.8 (as applicable) will apply.

5. ACCESS TO PROPERTY

Grant and procurement of rights

5.1 The Emitter shall permit the Waste ICC Contract Counterparty and any Outlet CO₂ Meter Invitee to access any part of the relevant property in accordance with this paragraph 5.

5.2 In this paragraph 5, the "**relevant property**" is:

- (A) any and all components of each Outlet CO₂ Meter Measurement System; and
- (B) the property of any third party, the exercise of whose rights could prevent the Emitter, the Waste ICC Contract Counterparty or any Outlet CO₂ Meter Invitee from performing their obligations and/or exercising their rights under this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

5.3 The Emitter shall give the Waste ICC Contract Counterparty and any Outlet CO₂ Meter Invitee full rights to carry out such tasks and do all such acts as are necessary for the purpose of

performing audits, tests, reviews and checks, including full rights to carry out such tests on any component of an Outlet CO₂ Meter Measurement System, provided that the person or persons responsible for carrying out such tests is or are competent in the operation of such component.

5.4 The rights and permissions referred to in paragraphs 5.1 and 5.3 are:

- (A) for any Outlet CO₂ Meter Invitee, full rights to enter upon and through and remain upon the relevant property or do any other act contemplated by this Part A (*Outlet CO₂ Meter Measurement System - General*);
- (B) for the Waste ICC Contract Counterparty and/or its appointed representative (including any agent, employee or contractor), full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, tests, reviews and checks for the purposes of an Outlet CO₂ Meter Waste ICC Technical Audit, including full rights to carry out such tests on an Outlet CO₂ Meter Measurement System, provided that the person or persons responsible for carrying out such tests is or are competent in the operation of such Outlet CO₂ Meter Measurement System; and
- (C) for an Outlet CO₂ Meter Technical Assurance Agent, full rights to undertake on-site tests and checks and to report on each Outlet CO₂ Meter Measurement System in relation to its compliance with Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable) and this Part A (*Outlet CO₂ Meter Measurement System - General*),

but in each case only to the extent such rights are necessary for the purposes of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) and subject to the other provisions of this paragraph 5.

Safe access

5.5 Subject to the rights of the Waste ICC Contract Counterparty to require inspection without notice pursuant to paragraph 3.20(B), the Emitter shall use all reasonable endeavours to procure that all reasonable arrangements and provisions are made, and revised from time to time, as and when necessary or desirable to facilitate the safe exercise by any Outlet CO₂ Meter Invitee of any right of access granted pursuant to paragraphs 5.1 to 5.4 with the minimum of disruption, disturbance and inconvenience to such Outlet CO₂ Meter Invitee.

5.6 The arrangements and provisions referred to in paragraph 5.5 may, to the extent that the same are reasonable, limit or restrict the exercise of such right of access granted pursuant to paragraphs 5.1 to 5.4 and/or provide for the Emitter to make directions or regulations from time to time in relation to a specified matter.

5.7 Matters to be covered by the arrangements and/or provisions referred to in paragraph 5.5 include:

- (A) provision of a site safety induction;
- (B) supply of all necessary personal protective equipment;
- (C) a method of identifying any relevant component of an Outlet CO₂ Meter Measurement System;
- (D) the particular access routes applicable to the relevant property having particular regard to the weight and size limits on those routes;
- (E) any limitations on times of exercise of the right of access;

- (F) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising the right of access and procedures for obtaining the same;
- (G) the means of communication by the Emitter (to all individuals exercising the right of access) of any relevant directions or regulations made by the Emitter;
- (H) the availability of all site personnel that the individuals exercising the right of access may wish to liaise with during the exercise of the right of access granted pursuant to paragraphs 5.1 to 5.4;
- (I) the identification of and arrangements applicable to the individuals exercising the right of access granted pursuant to paragraphs 5.1 to 5.4;
- (J) where relevant, the obligation to comply with the procedural requirements set out in Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable) on procedures; and
- (K) disclosure of any known hazards on the site.

5.8 The Waste ICC Contract Counterparty shall take all reasonable steps to procure that any Outlet CO₂ Meter Invitee observes and performs any such arrangements and provisions (or directions or regulations issued pursuant thereto), failing which in any particular case the Emitter may take reasonable steps to ensure that, as a condition of exercising any right of access pursuant to paragraphs 5.1 to 5.4, each Outlet CO₂ Meter Invitee shall agree to observe and perform the same.

Damage

5.9 Subject to Condition 52.8 (*General limitation on liability*), the Waste ICC Contract Counterparty shall take all reasonable steps to procure that each Outlet CO₂ Meter Invitee takes all reasonable steps in the exercise of any right of access pursuant to paragraphs 5.1 to 5.4, in order to:

- (A) avoid or minimise damage in relation to any relevant property; and
- (B) cause as little disturbance and inconvenience as possible to any Third Party, third party or other occupier of any relevant property,

and that each Outlet CO₂ Meter Invitee makes good any damage caused to such property in the course of the exercise of such rights as soon as practicable.

5.10 Subject to paragraph 5.9, all such rights of access shall be exercisable by each Outlet CO₂ Meter Invitee free of any charge or payment of any kind.

Denial of access

5.11 The Waste ICC Contract Counterparty shall be deemed not to be in breach of any duty or obligation under this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) if and to the extent that its inability to perform such duty or obligation is directly attributable to the Waste ICC Contract Counterparty or any other Outlet CO₂ Meter Invitee being denied necessary access to the relevant Outlet CO₂ Meter Measurement System.

Part B
Outlet CO₂ Meter Measurement System – Technical Assurance

1. INTRODUCTION

1.1 This Part sets out:

- (A) the requirements in relation to the appointment of an Outlet CO₂ Meter Technical Assurance Agent;
- (B) the responsibilities of the Outlet CO₂ Meter Technical Assurance Agent; and
- (C) the tests and checks forming part of an Outlet CO₂ Meter Waste ICC Technical Audit, the timing of Routine Outlet CO₂ Meter Waste ICC Technical Audits and the grounds to request a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit.

2. TECHNICAL ASSURANCE

- 2.1** The Waste ICC Contract Counterparty may appoint an Outlet CO₂ Meter Technical Assurance Agent to carry out inspections and/or audits of each Outlet CO₂ Meter Measurement System. For the avoidance of doubt, for the purposes of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) and as the context requires, the Outlet CO₂ Meter Technical Assurance Agent shall be an agent of the Waste ICC Contract Counterparty.
- 2.2** The Outlet CO₂ Meter Technical Assurance Agent shall monitor Outlet CO₂ Meter Technical Assurance and identify cases where there is any Outlet CO₂ Meter Technical Assurance failure ("**non-compliance**").
- 2.3** The Outlet CO₂ Meter Technical Assurance Agent shall meet all of the following criteria:
 - (A) be a competent auditor; and
 - (B) possess an appropriate level of knowledge of metering and technical systems of the same type as each Outlet CO₂ Meter Measurement System.

3. NON-COMPLIANCE

3.1 The Outlet CO₂ Meter Technical Assurance Agent shall determine:

- (A) in respect of those matters (including those associated with or connected to an Outlet CO₂ Meter Measurement System) which it has been requested to inspect and/or audit, that such matter is non-compliant if the requirements of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) are not being adhered to and/or if configurable meter parameters are not consistent with the Outlet CO₂ Meter Measurement System Technical Details provided by the Emitter; and
- (B) in respect of any non-compliance determined in accordance with paragraph (A), whether it considers such non-compliance to be material.

3.2 Where any non-compliance has been determined in accordance with paragraph 3.1, the Emitter shall ensure that the non-compliance is rectified as soon as reasonably practicable.

3.3 Following the rectification of any material non-compliance (as determined by the Outlet CO₂ Meter Technical Assurance Agent in accordance with paragraph 3.1), the Waste ICC Contract Counterparty shall, where in its discretion it considers it appropriate to do so having regard to the nature of such rectification, require the Emitter to carry out an Outlet CO₂ Meter Proving Test, and the Waste ICC Contract Counterparty and/or the Outlet CO₂ Meter Technical

Assurance Agent may attend and/or request details if any such Outlet CO₂ Meter Proving Test is carried out.

4. **AUDIT**

Reasons for requesting a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit

4.1 The Waste ICC Contract Counterparty and/or its appointed representative (including the Outlet CO₂ Meter Technical Assurance Agent) may conduct a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit for the following reasons:

- (A) the Waste ICC Contract Counterparty has reason to suspect:
 - (i) invalid Outlet CO₂ Meter Measurement System Technical Details have been provided by the Emitter; and/or
 - (ii) that any Outlet CO₂ Metered Data recorded by an Outlet CO₂ Meter Measurement System is Inaccurate Outlet CO₂ Metered Data;
- (B) Outlet CO₂ Metered Data recorded by an Outlet CO₂ Meter Measurement System has failed validation;
- (C) the Waste ICC Contract Counterparty has not been provided with or is unable to access the Outlet CO₂ Metered Data from an Outlet CO₂ Meter Measurement System;
- (D) Outlet CO₂ Metered Data required for an Outlet CO₂ Meter Proving Test cannot be obtained; and/or
- (E) the Emitter requires such a Non-Routine Outlet CO₂ Meter Waste ICC Technical Audit.

Description of tests and checks forming part of an Outlet CO₂ Meter Waste ICC Technical Audit

4.2 The Waste ICC Contract Counterparty and/or its appointed representative (including the Outlet CO₂ Meter Technical Assurance Agent) may carry out tests and checks as part of any Outlet CO₂ Meter Waste ICC Technical Audit including, but not limited to, the following:

- (A) Outlet CO₂ Meter Measurement System Technical Details

The Outlet CO₂ Meter Measurement System Technical Details may be checked to ensure that they conform with those recorded in Waste ICC Contract Settlement Activities systems using information provided by the Emitter, including any commissioning details.
- (B) Measurement uncertainty

The measurement uncertainty of an Outlet CO₂ Meter Measurement System may be checked by the Waste ICC Contract Counterparty, the Outlet CO₂ Meter Technical Assurance Agent or any other appointed agent in accordance with the applicable requirements set out in Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable).
- (C) Compliance with Outlet CO₂ Meter Measurement System Technical Specification

Checks may be carried out to ensure that each Outlet CO₂ Meter Measurement System meets the standards required by Part D (*T&S Meter Measurement System - Technical*

Specification) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable).

(D) Quality of Installation

All points may be checked in accordance with Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable) including, but not limited, to the:

- (i) labelling of equipment;
- (ii) general standard of installation, being the good working practice standard; and
- (iii) compliance of installation with any relevant manufacturers' requirements and/or guidelines.

(E) Queries and appeals

If the Emitter wishes to query or appeal any determination made pursuant to the Outlet CO₂ Meter Waste ICC Technical Audit process, the Parties shall endeavour in good faith to resolve any such query or appeal through negotiation and if the Parties are unable to resolve such query or dispute through negotiation, the Emitter may refer such query or appeal to an expert for determination in accordance with the Expert Determination Procedure.

Investigation of T&S Meter Invalid Settlement Units and CCU Meter Invalid Settlement Units

4.3 If, in respect of an Outlet CO₂ Meter Measurement System:

- (A) there are greater than five (5) T&S Meter Invalid Settlement Units or CCU Meter Invalid Settlement Units (as applicable) in a Billing Period; and/or
- (B) there are greater than twenty (20) T&S Meter Invalid Settlement Units or CCU Meter Invalid Settlement Units (as applicable) within any twelve (12) consecutive Billing Periods,

then the Waste ICC Contract Counterparty and/or its appointed representative may undertake a full investigation of the relevant Outlet CO₂ Meter Measurement System at the Emitter's expense.

Timing of Routine Outlet CO₂ Meter Waste ICC Technical Audit

4.4 If required by the Waste ICC Contract Counterparty, a Routine Outlet CO₂ Meter Waste ICC Technical Audit shall be conducted in the first quarter of each of the following years during the term of the Waste ICC Contract (and each date shall be calculated by reference to the Start Date):

- (A) year one (1) (being the year which commences twelve (12) Months after the Start Date);
- (B) year four (4);
- (C) year seven (7);
- (D) year ten (10) (if applicable); and
- (E) year thirteen (13) (if applicable).

Part C

Outlet CO₂ Meter Measurement System – Operations

1. INTRODUCTION

Purpose and scope

1.1 This Part C (*Outlet CO₂ Meter Measurement System - Operations*) sets out:

- (A) the processes that the Emitter shall develop and implement to operate each Outlet CO₂ Meter Measurement System;
- (B) the processes for the identification and reporting of faults; and
- (C) the processes for installing, calibrating and commissioning each Outlet CO₂ Meter Measurement System.

2. METER OPERATION OBLIGATIONS

General Obligations: Systems and Processes

- 2.1 The Emitter shall develop and implement systems and processes in accordance with Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable) for the operation of each Outlet CO₂ Meter Measurement System.
- 2.2 Subject to paragraph 2.2 of Part A (*Outlet CO₂ Metering Meter Measurement System - General*), the Emitter may appoint a competent third party, agent or representative to operate one (1) or more of its Outlet CO₂ Meter Measurement Systems. If the Emitter does appoint such a third party, it shall notify the Waste ICC Contract Counterparty as soon as reasonably practicable of the identity of that third party, the scope of its appointment and of any change to the identity of such person including any cessation of such appointment.
- 2.3 Where the Emitter has appointed a third party to operate an Outlet CO₂ Meter Measurement System in accordance with paragraph 2.2 of Part A (*Outlet CO₂ Metering Meter Measurement System - General*) and that third party ceases to do so at any time and for any reason, the Emitter shall resume the responsibility for operating such Outlet CO₂ Meter Measurement System until such a time as a replacement third party is appointed.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3 above, the Emitter shall remain responsible for any failure by any third party, agent or representative appointed on behalf of the Emitter to comply with the requirements of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

Identification and Reporting of Faults

- 2.5 Without prejudice to the Waste ICC Contract Counterparty's other rights under this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*):
 - (A) if at any time any component of an Outlet CO₂ Meter Measurement System is destroyed, damaged, faulty or otherwise ceases to function, or is found to be determining the Metered CO₂ Output to T&S, the Metered CO₂ Rich Stream Output to T&S, the Metered CO₂ Output to CCU and/or the Metered CO₂ Rich Stream Output to CCU (as applicable) from the Outlet CO₂ Metered Data recorded by the relevant Outlet CO₂ Meter Measurement System outside the relevant Outlet CO₂ Measurement Uncertainty Requirement and/or the relevant Outlet CO₂ Rich Stream Measurement Uncertainty Requirement (as applicable) as set out in Part D (*T&S Meter Measurement System -*

Technical Specification) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable), the Emitter shall notify the Waste ICC Contract Counterparty of the nature of such fault within one (1) Business Day of becoming aware of the same. The Emitter shall separately identify in such notice any faults affecting the Outlet CO₂ Metered Data and those not affecting the Outlet CO₂ Metered Data;

- (B) the Emitter shall investigate such fault within two (2) Business Days of becoming aware of the fault. If the Emitter employs a third party agent or representative to operate the relevant component of the relevant Outlet CO₂ Meter Measurement System, the Emitter shall investigate the fault within five (5) Business Days of being notified by such third party of such fault or otherwise becoming aware of the same;
- (C) the Emitter shall use all reasonable endeavours to rectify the fault, including by repairing or replacing any defective component so as to ensure that such component is back in service and is operating in accordance with Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable), as soon as reasonably practicable and in any event within ten (10) Business Days of the date on which the fault is discovered by or notified to the Emitter;
- (D) if the fault has not been rectified within such ten (10) Business Day period, the Emitter shall notify the Waste ICC Contract Counterparty on the Business Day immediately following such ten (10) Business Day period with a proposal setting out how and the time period within which it intends to rectify the fault;
- (E) the Emitter shall notify the Waste ICC Contract Counterparty within two (2) Business Days of rectifying the relevant fault. For these purposes, a fault affecting any Outlet CO₂ Metered Data shall be treated as rectified when the relevant Outlet CO₂ Meter Measurement System recommences recording and supplying Outlet CO₂ Metered Data to the Waste ICC Contract Counterparty and Waste ICC Contract Settlement Services Provider, in compliance with Part D (*T&S Meter Measurement System Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable); and
- (F) the Waste ICC Contract Counterparty shall be entitled to attend any investigation of the relevant Outlet CO₂ Meter Measurement System fault and the reasonable costs of such attendance shall be borne by the Emitter.

3. INTERFACE AND TIMETABLE INFORMATION

New component

3.1 In the event that the Emitter installs any new component of an Outlet CO₂ Meter Measurement System, it shall:

- (A) ensure that it does so in compliance with this Part C (*Outlet CO₂ Meter Measurement System - Operations*) and Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable); and
- (B) provide an updated version of the relevant schematic diagram referred to in paragraph 3(E) (*CO₂ Capture*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract.

Replacement of any component of an Outlet CO₂ Meter Measurement System

- 3.2 If any component of an Outlet CO₂ Meter Measurement System needs to be replaced for any reason, the Emitter shall install and commission a "like-for-like" or better performing replacement component and within two (2) Business Days of completion of the commissioning of the relevant replacement component, the Emitter shall notify the Waste ICC Contract Counterparty, including any relevant Supporting Information, confirming:
- (A) that it has successfully installed and commissioned the relevant component; and
 - (B) whether the replacement of the relevant component constitutes an Outlet CO₂ Meter Measurement System Material Change.
- 3.3 Any notice issued by the Emitter pursuant to paragraph 3.2 shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, such notice.
- 3.4 If the replacement of a component pursuant to paragraph 3.2 constitutes an Outlet CO₂ Meter Measurement System Material Change, the Emitter shall:
- (A) provide an updated version of the relevant schematic diagram referred to in paragraph 3(E) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract; and
 - (B) undertake an Outlet CO₂ Meter Proving Test of the relevant Outlet CO₂ Meter Measurement System within twenty (20) Business Days of completion of the commissioning of such component.

4. INSTALLATION, CALIBRATION, COMMISSIONING AND PROVING TESTS

Initial Installation

- 4.1 The Emitter shall install and commission the initial component(s) of each Outlet CO₂ Meter Measurement System in accordance with this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) prior to the commencement of Payments in accordance with the terms of the Waste ICC Contract.

Calibration of each Outlet CO₂ Meter Measurement System

- 4.2 Prior to commissioning, all relevant components of each Outlet CO₂ Meter Measurement System shall be calibrated in compliance with the requirements specified in Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable). Such calibration shall demonstrate conformity with relevant product standards applicable to the class index of each component of such Outlet CO₂ Meter Measurement System. The Emitter shall procure the calibration certificates which include the actual errors of each component of such Outlet CO₂ Meter Measurement System across its operating range. Such certificates shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be made available, on request, to the Waste ICC Contract Counterparty.

Commissioning of each Outlet CO₂ Meter Measurement System

- 4.3 The purpose of commissioning is to ensure that the CO₂ and CO₂ Rich Stream flowing across the Outlet CO₂ Metering Point(s) and the Outlet CO₂ Analysis Point(s) is recorded by the associated Outlet CO₂ Meter Measurement System in accordance with the requirements specified in Part D (*T&S Meter Measurement System - Technical Specification*) and/or Part E (*CCU Meter Measurement System - Technical Specification*) (as applicable).

- 4.4 The Emitter shall commission each Outlet CO₂ Meter Measurement System on site to confirm and record, so far as appropriate, that:
- (A) each Outlet CO₂ Meter Measurement System has been installed to the Reasonable and Prudent Standard and in accordance with Applicable Standards;
 - (B) the components of each Outlet CO₂ Meter Measurement System, including but not limited to the Outlet CO₂ Flow Meter(s), are certified in accordance with The Measuring Instrument Regulations 2016 (to the extent applicable); and
 - (C) each Outlet CO₂ Meter Measurement System is commissioned in accordance with Applicable Standards.

Proving of each Outlet CO₂ Meter Measurement System

- 4.5 The Emitter shall be required to perform an Outlet CO₂ Meter Proving Test:
- (A) on each Outlet CO₂ Meter Measurement System prior to the Commissioning Tests and prior to the commencement of the provision of the Metered CO₂ Output to T&S, the Metered CO₂ Rich Stream Output to T&S, the Metered CO₂ Output to CCU and/or the Metered CO₂ Rich Stream Output to CCU (as applicable) pursuant to the Waste ICC Contract;
 - (B) on the relevant Outlet CO₂ Meter Measurement System(s) following an Outlet CO₂ Meter Measurement System Material Change; and
 - (C) on the relevant Outlet CO₂ Meter Measurement System(s) if required by any policy, Law or Industry Document.
- 4.6 The Emitter shall give the Waste ICC Contract Counterparty a minimum of twenty (20) Business Days' notice before performing an Outlet CO₂ Meter Proving Test.
- 4.7 The Waste ICC Contract Counterparty may request that an Outlet CO₂ Meter Technical Assurance Agent attends any Outlet CO₂ Meter Proving Test and the Emitter shall permit the same.
- 4.8 Each **Outlet CO₂ Meter Proving Test** shall be carried out in accordance with Applicable Standards by an independent competent organisation. Each Outlet CO₂ Meter Proving Test shall include, but shall not be limited to:
- (A) confirmation that the relevant Outlet CO₂ Meter Measurement System is calibrated in accordance with Applicable Standards;
 - (B) a functional test and an audit of the relevant Outlet CO₂ Meter Measurement System; and
 - (C) confirmation that the relevant DAHS is operating in accordance with the manufacturer's specification.
- 4.9 The Emitter shall give a notice to the Waste ICC Contract Counterparty of the results of each Outlet CO₂ Meter Proving Test within five (5) Business Days of the date such Outlet CO₂ Meter Proving Test is carried out (an "**Outlet CO₂ Meter Proving Test Notice**"). Each Outlet CO₂ Meter Proving Test Notice shall:
- (A) specify whether the relevant Outlet CO₂ Meter Measurement System has or has not passed the Outlet CO₂ Meter Proving Test; and

- (B) include such Supporting Information as the Emitter considers to be relevant to and supportive of the foregoing.
- 4.10 Each Outlet CO₂ Meter Proving Test Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Outlet CO₂ Meter Proving Test Notice.
- 4.11 The Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of an Outlet CO₂ Meter Proving Test Notice, give a notice to the Emitter (an **"Outlet CO₂ Meter Proving Test Response Notice"**). An Outlet CO₂ Meter Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty:
- (A) considers that the Outlet CO₂ Meter Proving Test has or has not been carried out in accordance with paragraph 4.8; and
 - (B) agrees or does not agree that the relevant Outlet CO₂ Meter Measurement System has or has not passed the Outlet CO₂ Meter Proving Test; or
 - (C) considers that it has not been provided with sufficient Supporting Information to determine whether the Outlet CO₂ Meter Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the relevant Outlet CO₂ Meter Measurement System has or has not passed the Outlet CO₂ Meter Proving Test to which the Outlet CO₂ Meter Proving Test Notice relates and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether the Outlet CO₂ Meter Proving Test has been carried out in accordance with paragraph 4.8 and whether the relevant Outlet CO₂ Meter Measurement System has or has not passed the Outlet CO₂ Meter Proving Test (the **"Outlet CO₂ Meter Proving Test Supporting Information"**).
- 4.12 If the Waste ICC Contract Counterparty states in an Outlet CO₂ Meter Proving Test Response Notice that:
- (A) the Outlet CO₂ Meter Proving Test has been carried out in accordance with paragraph 4.8 and the relevant Outlet CO₂ Meter Measurement System has passed the Outlet CO₂ Meter Proving Test, such Outlet CO₂ Meter Measurement System will be deemed to have passed the Outlet CO₂ Meter Proving Test for the purposes of the Waste ICC Contract;
 - (B) the Outlet CO₂ Meter Proving Test:
 - (i) has been carried out in accordance with paragraph 4.8 but the relevant Outlet CO₂ Meter Measurement System has not passed the Outlet CO₂ Meter Proving Test; or
 - (ii) has not been carried out in accordance with paragraph 4.8,

such Outlet CO₂ Meter Measurement System will be deemed not to have passed the Outlet CO₂ Meter Proving Test for the purposes of the Waste ICC Contract and the Emitter will be required to carry out a further Outlet CO₂ Meter Proving Test within two (2) Business Days of receipt of the Outlet CO₂ Meter Proving Test Response Notice; or
 - (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Outlet CO₂ Meter Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the relevant Outlet CO₂ Meter Measurement System has or has not passed the Outlet CO₂ Meter Proving Test to which the Outlet CO₂ Meter Proving Test Notice relates:

- (i) the Emitter shall provide the Outlet CO₂ Meter Proving Test Supporting Information as soon as practicable, and in any event no later than ten (10) Business Days after receipt of the Outlet CO₂ Meter Proving Test Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) upon receipt of the Outlet CO₂ Meter Proving Test Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of such Outlet CO₂ Meter Proving Test Supporting Information, give a further Outlet CO₂ Meter Proving Test Response Notice to the Emitter (a **"Further Outlet CO₂ Meter Proving Test Response Notice"**). A Further Outlet CO₂ Meter Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty considers that the Outlet CO₂ Meter Proving Test has or has not been carried out in accordance with paragraph 4.8 and whether the relevant Outlet CO₂ Meter Measurement System has or has not passed the Outlet CO₂ Meter Proving Test.
- 4.13 Nothing in this paragraph 4 (*Installation, Calibration, Commissioning and Proving Tests*) shall require the Waste ICC Contract Counterparty to specify in any Outlet CO₂ Meter Proving Test Response Notice or Further Outlet CO₂ Meter Proving Test Response Notice that the Waste ICC Contract Counterparty accepts that the relevant Outlet CO₂ Meter Measurement System has passed the Outlet CO₂ Meter Proving Test, unless and until the Waste ICC Contract Counterparty is satisfied of the same.
- 4.14 The Emitter may use an alternative method of proving to that set out in paragraph 4.8, subject to obtaining the prior written consent of the Waste ICC Contract Counterparty (such consent not to be unreasonably withheld).

Part D
T&S Meter Measurement System – Technical Specification

1. METERING AND ANALYSIS POINTS

1.1 The Emitter shall ensure that:

(A) each T&S Flow Meter:

(i) shall be installed on:

- (a) the stream of CO₂ Rich Stream that is routed from the Capture Plant to the T&S Network; or
- (b) if the CO₂ Rich Stream that is routed from the Capture Plant to the T&S Network consists of multiple sub-streams, the stream or a sub-stream of the CO₂ Rich Stream provided that each sub-stream is metered with a T&S Flow Meter;

(ii) shall have:

- (a) suitable double-block-and-bleed isolation valves installed both upstream and downstream of the T&S Flow Meter such that the T&S Flow Meter can be safely isolated and removed if required; and
- (b) either:
 - (1) appropriate straight pipe lengths upstream and downstream to minimise the impact of the Installation on the performance of the T&S Flow Meter; or
 - (2) a flow conditioner installed upstream of the T&S Flow Meter,

in each case in compliance with Applicable Standards;

(iii) shall be installed to the Reasonable and Prudent Standard and in accordance with Applicable Standards;

(iv) shall be located:

- (a) at a CO₂ T&S Network Metering Point; and
- (b) downstream of the T&S Composition Analysis Equipment, all composition analysis equipment used for pipeline integrity purposes and all T&S Bypass Stacks; and

(v) if such T&S Flow Meter is a flow meter other than a mass flow meter, then a densitometer or other instrumentation agreed with the Waste ICC Contract Counterparty pursuant to paragraph 2.3 (as applicable) shall be installed:

- (a) at a point or points in the T&S Meter Measurement System such that the measurement is representative of the stream(s) of CO₂ Rich Stream flowing through the relevant T&S Flow Meter(s); and
- (b) to the Reasonable and Prudent Standard and in accordance with Applicable Standards;

- (B) each item of T&S Composition Analysis Equipment:
 - (i) shall be installed on:
 - (a) the stream of CO₂ Rich Stream that is routed from the Capture Plant to the T&S Network; or
 - (b) if the CO₂ Rich Stream that is routed from the Capture Plant to the T&S Network consists of multiple sub-streams, the stream or a sub-stream of the CO₂ Rich Stream provided that each sub-stream is measured with T&S Composition Analysis Equipment;
 - (ii) shall be located:
 - (a) at a CO₂ T&S Network Analysis Point; and
 - (b) upstream of any T&S Flow Meter(s);
 - (iii) shall be installed to the Reasonable and Prudent Standard and in accordance with Applicable Standards; and
 - (iv) shall include an online sampling system to allow for the collection of fluid samples for online analysis; and
- (C) the installation of the T&S Meter Measurement System shall be confirmed by a competent third party organisation by reference to Applicable Standards.

2. T&S METER MEASUREMENT SYSTEM EQUIPMENT

General equipment

2.1 Each T&S Meter Measurement System shall include the following equipment:

- (A) T&S Flow Meter(s) for the measurement of the Metered CO₂ Rich Stream Output to T&S Flow Rate;
- (B) T&S Composition Analysis Equipment for the measurement of CO₂ concentration and for determining the CO₂ mass fraction in the CO₂ Rich Stream routed from the Capture Plant to the relevant T&S Network;
- (C) any other measurement device(s) that is necessary to enable the calculation of the Metered CO₂ Output to T&S and the Metered CO₂ Rich Stream Output to T&S including fluid stream temperature and pressure devices; and
- (D) a DAHS.

T&S Flow Meter(s)

2.2 The T&S Flow Meter(s) shall be installed and operated according to Applicable Standards.

2.3 If the T&S Flow Meter is a flow meter other than a mass flow meter, then:

- (A) a densitometer shall also be installed; or
- (B) other instrumentation and methodologies reasonably acceptable to the Waste ICC Contract Counterparty shall be agreed,

to determine the fluid density and allow determination of mass quantity.

- 2.4 If the T&S Flow Meter is an orifice meter:
- (A) such T&S Flow Meter shall be compliant with ISO 5167 Part 1 and Part 2 and either:
 - (i) be flow calibrated prior to initial installation at a test laboratory; or
 - (ii) checked and certified prior to initial installation; and
 - (B) the orifice plate shall be removed and inspected at least once every twelve (12) Months to confirm whether it is compliant with ISO 5167.
- 2.5 If the T&S Flow Meter is not an orifice meter, such T&S Flow Meter shall be calibrated:
- (A) prior to initial installation at a test laboratory; and
 - (B) at least once every twelve (12) Months thereafter (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the T&S Flow Meter as demonstrated by subsequent calibrations and/or advanced diagnostic methods):
 - (i) at a test laboratory, or
 - (ii) in-situ against a master meter or a prover.
- 2.6 If the T&S Flow Meter is removed from the line and sent to a test laboratory for calibration in accordance with paragraph 2.5(B)(i), such T&S Flow Meter shall be replaced for the duration of the calibration by a standby T&S Flow Meter which complies with Part D (*T&S Meter Measurement System - Technical Specification*) of this Annex 11 (*T&S Meter Operational Framework and Technical Specification*).
- 2.7 If the T&S Flow Meter is calibrated in-situ against a master meter or a prover in accordance with paragraph 2.5(B)(ii):
- (A) the master meter or prover shall be installed and operated in accordance with Applicable Standards;
 - (B) the master meter or prover shall be calibrated at regular intervals and at least once every six (6) Months (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the master meter or prover as demonstrated by subsequent calibrations and/or advanced diagnostic methods);
 - (C) the master meter or prover calibration shall be traceable to laboratories accredited in accordance with paragraph 7.3 of Part D (*T&S Meter Measurement System - Technical Specification*); and
 - (D) any master meter shall comply with the relevant provisions of Part D (*T&S Meter Measurement System - Technical Specification*) of this Annex 11 (*T&S Meter Operational Framework and Technical Specification*).
- 2.8 Any secondary instrumentation associated with the T&S Flow Meter, including densitometer(s) and temperature and pressure devices, shall be calibrated:
- (A) prior to initial installation, at a test laboratory; and
 - (B) at least once every three (3) Months thereafter (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the

secondary instrumentation as demonstrated by subsequent calibrations and/or advanced diagnostic methods), either at a test laboratory or in-situ.

If such secondary instrumentation is calibrated in-situ in accordance with paragraph 2.8(B), any reference test equipment shall be dedicated to the T&S Flow Meter, shall be traceable to a laboratory accredited in accordance with paragraph 7.3 of Part D (*T&S Meter Measurement System - Technical Specification*) and shall be calibrated at least once every twelve (12) Months (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the secondary instrumentation as demonstrated by subsequent calibrations and/or advanced diagnostic methods).

T&S Composition Analysis Equipment

2.9 The CO₂ concentration in the CO₂ Rich Stream routed from the Capture Plant to the relevant T&S Network shall be measured by the T&S Composition Analysis Equipment at least every ten (10) minutes (such measurement period chosen being the "**T&S Composition Analysis Measurement Period**") by direct measurement of the CO₂ concentration.

2.10 The T&S Composition Analysis Equipment shall be:

- (A) an online gas chromatograph optimised for high-purity CO₂ complying with Applicable Standards; or
- (B) a suitable alternative method which meets the requirements of Part D (*T&S Meter Measurement System – Technical Specification*) of this Annex 11 (*T&S Meter Operational Framework and Technical Specification*), as agreed between the Emitter and the Waste ICC Contract Counterparty and complying with Applicable Standards.

2.11 The T&S Composition Analysis Equipment shall:

- (A) be tested by a competent and independent third party laboratory accredited in accordance with paragraph 7.3 of Part D (*T&S Meter Measurement System – Technical Specification*) for the relevant activities and be demonstrated to be fully operational and to operate within the manufacturer's specifications prior to installation according to Applicable Standards;
- (B) be inspected and calibrated in-situ at commissioning according to Applicable Standards;
- (C) be calibrated in-situ at least every six (6) Months (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the T&S Composition Analysis Equipment as demonstrated by subsequent calibrations and/or advanced diagnostic methods) after commissioning according to Applicable Standards;
- (D) be inspected by a competent technician every Month in order to confirm whether it operates within the manufacturer's specifications; and
- (E) where possible, perform an auto-validation against validation gases daily.

2.12 The Emitter shall ensure that:

- (A) the T&S Composition Analysis Equipment is used at all times within its calibrated measurement range;
- (B) where calibration mixture bottles are used, the composition of such bottles shall be within their shelf life and certified by a traceable laboratory accredited in accordance

with paragraph 7.3 of Part D (*T&S Meter Measurement System – Technical Specification*);

- 2.13 The Emitter shall ensure that for the online sampling system employed:
- (A) representative samples are taken and there is no change in concentration between the sampling point and the analyser(s);
 - (B) in respect of gaseous sampling system(s), there shall be no condensation in the sampling system(s) and the sample shall reach the analyser(s) in gaseous conditions; and
 - (C) if a liquid sample is taken at line conditions and its pressure is reduced upstream of the analyser(s) to close to atmospheric pressure, there shall be complete sample vaporisation. The sample system(s) shall be appropriately designed to take into account Joule-Thomson effect, condensation effects and temperature stability.

Redundancy

- 2.14 The Emitter shall ensure that in respect of the T&S Meter Measurement System:
- (A) at least one (1) standby T&S Flow Meter shall be installed at all times;
 - (B) if the T&S Flow Meter is a flow meter other than a mass flow meter:
 - (i) where the Emitter has installed a densitometer, at least one (1) standby densitometer shall be installed at all times; or
 - (ii) where the Emitter has installed alternative instrumentation reasonably acceptable to the Waste ICC Contract Counterparty, at least one (1) standby set of instruments shall be installed at all times;
 - (C) at least one (1) standby CO₂ concentration analyser shall be installed at all times; and
 - (D) the DAHS features sufficient inherent redundancy such that the failure of any one unit does not compromise the operability of the T&S Meter Measurement System.

Diagnostic capabilities

- 2.15 The Emitter shall ensure that, where available, diagnostic capabilities are implemented, and diagnostic data is recorded and retained.

3. T&S METERED DATA

Reporting, determining and recording T&S Metered Data

- 3.1 The Emitter shall ensure that:
- (A) the following measurements are recorded for each second by the T&S Meter Measurement System:
 - (i) the Metered CO₂ Rich Stream Output to T&S Flow Rate (*expressed in tCO₂RS/h*) (provided that if the T&S Flow Meter is a flow meter other than a mass flow meter, the Metered CO₂ Rich Stream Output to T&S Flow Rate (*expressed in tCO₂RS/h*) shall be obtained by combining the flow rate measurement from the T&S Flow Meter with the density measurement of the CO₂ Rich Stream routed from the Capture Plant to the relevant T&S Network for each second);

- (ii) the absolute pipeline pressure (*expressed in bara*);
 - (iii) the pipeline stream temperature (*expressed in °C*); and
 - (iv) if the T&S Flow Meter is a flow meter other than a mass flow meter, the density of the CO₂ Rich Stream routed from the Capture Plant to the relevant T&S Network (*expressed in kg/m³*);
- (B) the CO₂ concentration (*expressed in % mol*) shall be recorded for each T&S Composition Analysis Measurement Period by the T&S Meter Measurement System (the **"T&S Meter Primary Composition Data"**); and
- (C) the following values are recorded by or in respect of the T&S Meter Measurement System:
- (i) the number of seconds of operation of the T&S Meter Measurement System in each Settlement Unit;
 - (ii) the date (*expressed in day/month/year*); and
 - (iii) the time (*expressed in a 24 hour clock*),
- ((A) and (C) are together, the **"T&S Meter Primary Flow and Time Data"**); and
- ((A), (B) and (C) are together, the **"T&S Meter Primary Data"**).

3.2 The Emitter shall in respect of the T&S Meter Measurement System:

- (A) determine the CO₂ concentration by mass fraction in each T&S Composition Analysis Measurement Period by:

$$Conc_{CO_2,wt} = \frac{Conc_{CO_2} \times M_{CO_2}}{Conc_{CO_2} \times M_{CO_2} + \sum_{i=1}^n Conc_i \times M_i} \times 100$$

$Conc_{CO_2,wt}$ = the CO₂ concentration by mass fraction (*wt %*) in each T&S Composition Analysis Measurement Period;

$Conc_{CO_2}$ = the CO₂ concentration (*mol %*) in each T&S Composition Analysis Measurement Period;

$Conc_i$ = the concentration of impurity *i* (*mol %*) in each T&S Composition Analysis Measurement Period;

n = the number of impurities;

M_{CO_2} = the standard molar mass of CO₂ (i.e. 44.01 kg / kmol); and

M_i = the standard molar mass of impurity *i* (*kg/kmol*); and

- (B) determine the Metered CO₂ Output to T&S Flow Rate for each second by:

$$m_j = m_{j,rich} \times Conc_{CO_2,wt}$$

m_j = the Metered CO₂ Output to T&S Flow Rate (*expressed in tCO₂/h*) in each second (*j*);

$m_{j,rich}$ = the Metered CO₂ Rich Stream Output to T&S Flow Rate (*expressed in tCO₂RS/h*) in each second (*j*); and

$Conc_{CO_2,wt}$ = the CO₂ concentration by mass fraction (*wt %*) in the relevant T&S Composition Analysis Measurement Period,

((A) and (B) are together, the "**T&S Meter Secondary Data**").

3.3 The Emitter shall determine:

(A) the Metered CO₂ Output to T&S in respect of each Settlement Unit by:

$$Em_i = \sum_{j=1}^{Seconds_i} \frac{m_j}{3600}$$

Em_i = the Metered CO₂ Output to T&S (*tCO₂*) for the relevant Settlement Unit (*i*);

m_j = the Metered CO₂ Output to T&S Flow Rate (*expressed in tCO₂/h*) for each second (*j*); and

$Seconds_i$ = the number of seconds (*j*) in the relevant Settlement Unit (*i*);

(B) the Metered CO₂ Rich Stream Output to T&S in respect of each Settlement Unit by:

$$Em_{i,rich} = \sum_{j=1}^{Seconds_i} \frac{m_{j,rich}}{3600}$$

$Em_{i,rich}$ = the Metered CO₂ Rich Stream Output to T&S for the relevant Settlement Unit (*expressed in tCO₂RS*);

$m_{j,rich}$ = the Metered CO₂ Rich Stream Output to T&S Flow Rate (*expressed in tCO₂RS/h*) for each second (*j*); and

$Seconds_i$ = the number of seconds (*j*) in the relevant Settlement Unit (*i*).

3.4 The Emitter shall report the following data to the Waste ICC Contract Counterparty:

(A) Metered CO₂ Output to T&S; and

(B) Metered CO₂ Rich Stream Output to T&S;

together, the "**T&S Meter Tertiary Data**".

T&S Meter Invalid Settlement Units

3.5 If in respect of the T&S Meter Measurement System:

(A) there are fewer than eighty-two thousand eight hundred (82,800) seconds of T&S Metered Data during a Settlement Unit; or

- (B) there are greater than three thousand six hundred (3,600) seconds of Inaccurate Outlet CO₂ Metered Data which cannot be corrected pursuant to paragraph 4.9(A) of Part A (*Outlet CO₂ Meter Measurement System - General*) during a Settlement Unit,

then such Settlement Unit shall be invalid (a **"T&S Meter Invalid Settlement Unit"**).

- 3.6 For the avoidance of doubt, if there is no T&S Meter Primary Composition Data in respect of a T&S Composition Analysis Measurement Period or such T&S Meter Primary Composition Data is Inaccurate Outlet CO₂ Metered Data, then, for the purposes of determining whether a Settlement Unit is invalid, all of the T&S Meter Primary Data in respect of such T&S Composition Analysis Measurement Period shall be considered to be not available or Inaccurate Outlet CO₂ Metered Data.

- 3.7 If:

- (A) there are greater than five (5) T&S Meter Invalid Settlement Units in a Billing Period; or
- (B) there are greater than twenty (20) T&S Meter Invalid Settlement Units within any twelve (12) consecutive Billing Periods,

then the Emitter shall be deemed to have breached Condition 21.1(A)(ii) and Condition 21.1(A)(iv) (*Undertakings: Outlet CO₂ Metering Obligation*) and Condition 23.1(A) and 23.1(B) (*Notification of CO₂ Measurement Data*) of the Waste ICC Contract.

Measurement uncertainty requirements

- 3.8 The overall measurement uncertainty of the Metered CO₂ Output to T&S shall:

- (A) where the Metered CO₂ Rich Stream Output to T&S Flow Rate is equal to or greater than 10% of the Maximum Metered CO₂ Rich Stream Output to T&S Flow Rate, be equal to or less than +/-1.5% of the measured value at 95% confidence interval; and
- (B) where the Metered CO₂ Rich Stream Output to T&S Flow Rate is less than 10% of the Maximum Metered CO₂ Rich Stream Output to T&S Flow Rate, be equal to or less than +/-3% of the measured value at 95% confidence interval,

(the **"T&S CO₂ Measurement Uncertainty Requirement"**).

- 3.9 The overall measurement uncertainty of the Metered CO₂ Rich Stream Output to T&S shall:

- (A) where the Metered CO₂ Rich Stream Output to T&S Flow Rate is equal to or greater than 10% of the Maximum Metered CO₂ Rich Stream Output to T&S Flow Rate, be equal to or less than +/-1% of the measured value at 95% confidence interval; and
- (B) where the Metered CO₂ Rich Stream Output to T&S Flow Rate is less than 10% of the Maximum Metered CO₂ Rich Stream Output to T&S Flow Rate, be equal to or less than +/-2% of the measured value at 95% confidence interval,

(the **"T&S CO₂ Rich Stream Measurement Uncertainty Requirement"**).

- 3.10 The T&S CO₂ Measurement Uncertainty Requirement shall be:

- (A) obtained by combining the measurement uncertainty of all the quantities necessary to enable the calculation of the Metered CO₂ Output to T&S in a measurement uncertainty budget; and

- (B) ascertained in accordance with internationally recognised and accepted standards, including, but not limited to the guide to the expression of uncertainty in measurement ISO/IEC Guide 98 all parts.

3.11 The T&S CO₂ Rich Stream Measurement Uncertainty Requirement shall be:

- (A) obtained by combining the measurement uncertainty of all the quantities necessary to enable the calculation of the Metered CO₂ Rich Stream Output to T&S in a measurement uncertainty budget; and
- (B) ascertained in accordance with internationally recognised and accepted standards, including, but not limited to the guide to the expression of uncertainty in measurement ISO/IEC Guide 98 all parts.

3.12 The Emitter shall, as a minimum, in order to determine the overall measurement uncertainty of the Metered CO₂ Output to T&S and the Metered CO₂ Rich Stream Output to T&S:

- (A) carry out a measurement uncertainty assessment (a **"T&S Meter Measurement Uncertainty Assessment"**) when the T&S Meter Measurement System is commissioned;
- (B) review the T&S Meter Measurement Uncertainty Assessment at least once every Contract Payment Term Year; and
- (C) review the T&S Meter Measurement Uncertainty Assessment following an Outlet CO₂ Meter Measurement System Material Change,

to ensure that the overall measurement uncertainty of the Metered CO₂ Output to T&S is complying with the T&S CO₂ Measurement Uncertainty Requirement and the overall measurement uncertainty of the Metered CO₂ Rich Stream Output to T&S is complying with the T&S CO₂ Rich Stream Measurement Uncertainty Requirement.

3.13 The Emitter shall ensure that:

- (A) if the T&S Flow Meter(s) are calibrated with a different fluid to the operational fluid, the transferability of the calibration shall be assessed for the employed metering technology and the additional measurement uncertainty from the calibration with an alternative fluid shall be accounted for in the T&S Meter Measurement Uncertainty Assessment;
- (B) if the T&S Flow Meter(s) are calibrated at different line pressure and temperatures to the operational line pressure and temperatures, the impact of such difference on the performance of the T&S Flow Meter shall be assessed for the employed metering technology and, if feasible, corrected for. Any additional measurement uncertainty from the calibration of the T&S Flow Meter at line pressure and temperatures different from the operational line pressure and temperatures shall be accounted for in the T&S Meter Measurement Uncertainty Assessment; and
- (C) the measurement uncertainty of the reference standard used for the calibration of the T&S Composition Analysis Equipment shall be accounted for in the T&S Meter Measurement Uncertainty Assessment.

3.14 The Emitter shall retain the results of each T&S Meter Measurement Uncertainty Assessment and any review of such T&S Meter Measurement Uncertainty Assessment and shall provide a copy of such results, on request, to the Waste ICC Contract Counterparty within five (5) Business Days of receipt of the request.

- 3.15 As part of each T&S Meter Measurement Uncertainty Assessment, the Emitter shall include a list of all relevant components that form part of each T&S Meter Measurement System.

4. **T&S METER MEASUREMENT SYSTEM CRITERIA**

T&S Meter Measurement System Standards

- 4.1 The applicable components of the T&S Meter Measurement System shall be certified in accordance with The Measuring Instrument Regulations 2016.
- 4.2 The T&S Meter Measurement System shall, as a minimum, comply with the latest version of the following standards:
- (A) JCGM 100 (Evaluation of measurement data – Guide to the expression of uncertainty in measurement);
 - (B) ISO 5168 (Measurement of fluid flow. Evaluation of uncertainties); and
 - (C) ISO 10012 (Measurement management systems. Requirements for measurement processes and measuring equipment).
- 4.3 The T&S Flow Meter(s) shall comply with the latest version of the following standards, as applicable:
- (A) if the T&S Flow Meter is a Coriolis meter, ISO 10790 (Measurement of fluid flow in closed conduits — Guidance to the selection, installation and use of Coriolis flowmeters (mass flow, density and volume flow measurements));
 - (B) if the T&S Flow Meter is an orifice meter:
 - (i) ISO 5167-1 (Measurement of fluid flow by means of pressure differential devices inserted in circular cross-section conduits running full — Part 1: General principles and requirements); and
 - (ii) ISO 5167-2 (Measurement of fluid flow by means of pressure differential devices inserted in circular cross-section conduits running full — Part 2: Orifice plates);
 - (C) if the T&S Flow Meter is an ultrasonic flow meter:
 - (i) ISO 12242 (Measurement of fluid flow in closed conduits — Ultrasonic transit-time meters for liquid);
 - (ii) ISO 17089 (Measurement of fluid flow in closed conduits — Ultrasonic meters for gas — Part 1: Meters for custody transfer and allocation measurement); and
 - (iii) ISO 17089 (Measurement of fluid flow in closed conduits — Ultrasonic meters for gas — Part 2: Meters for industrial applications); and
 - (D) if the T&S Flow Meter is a turbine flow meter:
 - (i) ISO 2715 (Liquid hydrocarbons — Volumetric measurement by turbine flowmeter);
 - (ii) ISO 9951 (Measurement of gas flow in closed conduits — Turbine meters); and
 - (iii) BS EN 12261 (Gas meters – Turbine gas meters).

- 4.4 If the T&S Composition Analysis Equipment is an online gas chromatograph, the T&S Composition Analysis Equipment shall comply with the relevant sections of the latest version of the following standards, as applicable:
- (A) ISO 6141 (Gas analysis — Contents of certificates for calibration gas mixtures);
 - (B) ISO 6142 (Gas analysis — Preparation of calibration gas mixtures — Gravimetric method);
 - (C) ISO 6143 (Gas analysis — Comparison methods for determining and checking the composition of calibration gas mixtures);
 - (D) ISO 6974-1 (Natural gas — Determination of composition and associated uncertainty by gas chromatography — Part 1: General guidelines and calculation of composition);
 - (E) ISO 6974-2 (Natural gas — Determination of composition and associated uncertainty by gas chromatography — Part 2: Uncertainty calculations);
 - (F) ISO 6974-3 (Natural gas — Determination of composition and associated uncertainty by gas chromatography — Part 3: Precision and bias);
 - (G) ISO 6974-4 (Natural gas — Determination of composition with defined uncertainty by gas chromatography — Part 4: Determination of nitrogen, carbon dioxide and C1 to C5 and C6+ hydrocarbons for a laboratory and on-line measuring system using two columns);
 - (H) ISO 6974-5 (Natural gas — Determination of composition and associated uncertainty by gas chromatography — Part 5: Isothermal method for nitrogen, carbon dioxide, C1 to C5 hydrocarbons and C6+ hydrocarbons);
 - (I) ISO 6974-6 (Natural gas — Determination of composition with defined uncertainty by gas chromatography — Part 6: Determination of hydrogen, helium, oxygen, nitrogen, carbon dioxide and C1 to C8 hydrocarbons using three capillary columns);
 - (J) ISO 10723 (Natural gas — Performance evaluation for analytical systems);
 - (K) ISO/TR 10715 (Natural gas — Gas sampling);
 - (L) ISO/TR 24094 (Analysis of natural gas — Validation methods for gaseous reference materials);
 - (M) ISO/TR 14749 (Natural gas — Online gas chromatograph for upstream area); and
 - (N) ISO 8943 (Refrigerated light hydrocarbon fluids — Sampling of liquefied natural gas — Continuous and intermittent methods).
- 4.5 The Parties acknowledge and agree that although in many cases the above-mentioned standards refer to natural gas as comparable standards are not yet available specifically for CO₂, such standards will nevertheless be applied in relation to CO₂ due to a lack of specific CO₂ related standards until and to the extent a CO₂ specific standard becomes applicable.

Data Flow and Storage

- 4.6 The Emitter shall establish, document, implement and maintain written procedures for data flow activities relating to the T&S Meter Measurement System.

- 4.7 Such written procedures shall include the following as a minimum:
- (A) a diagram providing an overview of the sequence of data collection and processing steps;
 - (B) identification of the source of the T&S Meter Primary Data;
 - (C) a summary of each step from the T&S Meter Primary Data to the T&S Meter Tertiary Data, including any formulas and coefficients used in the calculations;
 - (D) a summary of any relevant electronic data processing and storage systems used and the interaction between such systems and other inputs, including manual inputs; and
 - (E) the method in which the measured quantities of data are recorded and stored.
- 4.8 The Emitter shall put in place appropriate control measures for mitigating the risk of omission, misrepresentation or error in such data flows.
- 4.9 All data shall be identifiable to its respective date and time.

Monitoring facilities

- 4.10 The Emitter shall provide monitoring facilities in respect of the T&S Metered Data, with associated alarm conditions when an error in the functionality of the T&S Meter Measurement System is detected.
- 4.11 The Emitter shall ensure that any error(s) in the functionality of the T&S Meter Measurement System are recorded as an event alarm which includes the date and time of such error(s).

Communications

- 4.12 The Emitter shall provide both:
- (A) local interrogation facilities; and
 - (B) remote interrogation facilities,
- in respect of the T&S Meter Measurement System.
- 4.13 The Emitter shall ensure that no unauthorised access is granted to the T&S Meter Measurement System.
- 4.14 All T&S Metered Data shall be recorded and/or reported in a format agreed with the Waste ICC Contract Counterparty.

Appropriate seals

- 4.15 The Emitter shall ensure that each component of the T&S Meter Measurement System is appropriately sealed so as to provide assurance that the following parameters are met:
- (A) the Reasonable and Prudent Standard of anti-tamper protection;
 - (B) compliance with ISO 10012 (Measurement management systems. Requirements for measurement processes and measuring equipment); and
 - (C) where applicable, compliance with The Measuring Instrument Regulations 2016.

5. **ASSOCIATED FEATURES**

The Emitter may install additional features within or associated with the T&S Meter Measurement System provided such additional features do not interfere with the operation of the T&S Meter Measurement System (including, but not limited to, the operation of data flow and storage in respect of the T&S Meter Measurement System).

6. **ACCESS TO DATA**

The Emitter shall provide access to, and hereby authorises the use of, T&S Metered Data, to and by the Waste ICC Contract Counterparty in accordance with the terms of the Waste ICC Contract.

7. **QUALITY ASSURANCE**

7.1 The Emitter shall ensure that regular functional and quality assurance checks of all of the components of the T&S Meter Measurement System are performed in compliance with Applicable Standards.

7.2 The Emitter shall ensure that any third party audit reports related to the operation of the T&S Meter Measurement System are addressed and provided to the Waste ICC Contract Counterparty on an annual basis.

7.3 The Emitter shall ensure that:

- (A) any test laboratories carrying out measurements, calibrations and related assessments on or in relation to the T&S Meter Measurement System are accredited in accordance with EN ISO/IEC 17025 for the relevant calibration and assessment activities; and
- (B) any personnel involved in the operation of the T&S Meter Measurement System shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025.

8. **RECORDS**

Records required to be kept by the Emitter and provided to the Waste ICC Contract Counterparty under this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) shall include, as a minimum and where applicable, the following information:

- (A) Emitter name;
- (B) Installation name;
- (C) Installation address;
- (D) instrument manufacturer;
- (E) instrument model;
- (F) instrument serial number;
- (G) instrument operating principle;
- (H) instrument operating range;
- (I) instrument compliance (calibration certificate(s) number);
- (J) name and accreditation number of instrument calibration laboratory;

- (K) all reports related to demonstrating compliance with Applicable Standards; and
- (L) all reports related to the commissioning of the T&S Meter Measurement System.

Part E

CCU Meter Measurement System - Technical Specification

1. METERING AND ANALYSIS POINTS

1.1 The Emitter shall ensure that:

(A) each CCU Flow Meter:

(i) shall be installed on:

- (a) the stream of CO₂ Rich Stream that is routed from the Capture Plant to CO₂ Utilisation; or
- (b) if the CO₂ Rich Stream that is routed from the Capture Plant to CO₂ Utilisation consists of multiple sub-streams, the stream or a sub-stream of the CO₂ Rich Stream provided that each sub-stream is metered with a CCU Flow Meter;

(ii) shall have:

- (a) suitable double-block-and-bleed isolation valves installed both upstream and downstream of the CCU Flow Meter such that the CCU Flow Meter can be safely isolated and removed if required; and
- (b) either:
 - (1) appropriate straight pipe lengths upstream and downstream to minimise the impact of the Installation on the performance of the CCU Flow Meter; or
 - (2) a flow conditioner installed upstream of the CCU Flow Meter,
 in each case in compliance with Applicable Standards;

(iii) shall be installed to the Reasonable and Prudent Standard and in accordance with Applicable Standards;

(iv) shall be located:

- (a) at a CO₂ Utilisation Metering Point; and
- (b) downstream of the CCU Composition Analysis Equipment and all CCU Bypass Stacks; and

(v) if such CCU Flow Meter is a flow meter other than a mass flow meter, then a densitometer or other instrumentation agreed with the Waste ICC Contract Counterparty pursuant to paragraph 2.3 (as applicable) shall be installed:

- (a) at a point or points in the CCU Meter Measurement System such that the measurement is representative of the stream(s) of CO₂ Rich Stream flowing through the relevant CCU Flow Meter(s); and
- (b) to the Reasonable and Prudent Standard and in accordance with Applicable Standards;

- (B) each item of CCU Composition Analysis Equipment:
 - (i) shall be installed on:
 - (a) the stream of CO₂ Rich Stream that is routed from the Capture Plant to CO₂ Utilisation; or
 - (b) if the CO₂ Rich Stream that is routed from the Capture Plant to CO₂ Utilisation consists of multiple sub-streams, the stream or a sub-stream of the CO₂ Rich Stream provided that each sub-stream is measured with CCU Composition Analysis Equipment;
 - (ii) shall be located:
 - (a) at a CO₂ Utilisation Analysis Point; and
 - (b) upstream of any further processing or purification of CO₂ specifically required for CO₂ Utilisation; and
 - (c) upstream of any CCU Flow Meter(s);
 - (iii) shall be installed to the Reasonable and Prudent Standard and in accordance with Applicable Standards; and
 - (iv) shall include an online sampling system to allow for the collection of fluid samples for online analysis; and
- (C) the installation of the CCU Meter Measurement System shall be confirmed by a competent third party organisation by reference to Applicable Standards.

2. CCU METER MEASUREMENT SYSTEM EQUIPMENT

General equipment

2.1 Each CCU Meter Measurement System shall include the following equipment:

- (A) CCU Flow Meter(s) for the measurement of the Metered CO₂ Rich Stream Output to CCU Flow Rate;
- (B) CCU Composition Analysis Equipment for the measurement of CO₂ concentration and for determining the CO₂ mass fraction in the CO₂ Rich Stream routed from the Capture Plant to CO₂ Utilisation;
- (C) any other measurement device(s) that is necessary to enable the calculation of the Metered CO₂ Output to CCU and the Metered CO₂ Rich Stream Output to CCU including fluid stream temperature and pressure devices; and
- (D) a DAHS.

CCU Flow Meter(s)

2.2 The CCU Flow Meter(s) shall be installed and operated according to Applicable Standards.

2.3 If the CCU Flow Meter is a flow meter other than a mass flow meter, then:

- (A) a densitometer shall also be installed; or

- (B) other instrumentation and methodologies reasonably acceptable to the Waste ICC Contract Counterparty shall be agreed,

to determine the fluid density and allow determination of mass quantity.

2.4 If the CCU Flow Meter is an orifice meter:

- (A) such CCU Flow Meter shall be compliant with ISO 5167 Part 1 and Part 2 and either:
 - (i) be flow calibrated prior to initial installation at a test laboratory; or
 - (ii) checked and certified prior to initial installation; and
- (B) the orifice plate shall be removed and inspected at least once every twelve (12) Months to confirm whether it is compliant with ISO 5167.

2.5 If the CCU Flow Meter is not an orifice meter, such CCU Flow Meter shall be calibrated:

- (A) prior to initial installation at a test laboratory; and
- (B) at least once every twelve (12) Months thereafter (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the CCU Flow Meter as demonstrated by subsequent calibrations and/or advanced diagnostic methods):
 - (i) at a test laboratory, or
 - (ii) in-situ against a master meter or a prover.

2.6 If the CCU Flow Meter is removed from the line and sent to a test laboratory for calibration in accordance with paragraph 2.5(B)(i), such CCU Flow Meter shall be replaced for the duration of the calibration by a standby CCU Flow Meter which complies with Part E (*CCU Meter Measurement System - Technical Specification*) of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

2.7 If the CCU Flow Meter is calibrated in-situ against a master meter or a prover in accordance with paragraph 2.5(B)(ii):

- (A) the master meter or prover shall be installed and operated in accordance with Applicable Standards;
- (B) the master meter or prover shall be calibrated at regular intervals and at least once every six (6) Months (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the master meter or prover as demonstrated by subsequent calibrations and/or advanced diagnostic methods);
- (C) the master meter or prover calibration shall be traceable to laboratories accredited in accordance with paragraph 7.3 of Part E (*CCU Meter Measurement System - Technical Specification*); and
- (D) any master meter shall comply with the relevant provisions of Part E (*CCU Meter Measurement System - Technical Specification*) of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*).

2.8 Any secondary instrumentation associated with the CCU Flow Meter, including densitometer(s) and temperature and pressure devices, shall be calibrated:

- (A) prior to initial installation, at a test laboratory; and
- (B) at least once every three (3) Months thereafter (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the secondary instrumentation as demonstrated by subsequent calibrations and/or advanced diagnostic methods), either at a test laboratory or in-situ.

If such secondary instrumentation is calibrated in-situ in accordance with paragraph 2.8(B), any reference test equipment shall be dedicated to the CCU Flow Meter, shall be traceable to a laboratory accredited in accordance with paragraph 7.3 of Part E (*CCU Meter Measurement System - Technical Specification*) and shall be calibrated at least once every twelve (12) Months (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the secondary instrumentation as demonstrated by subsequent calibrations and/or advanced diagnostic methods).

CCU Composition Analysis Equipment

- 2.9 The CO₂ concentration in the CO₂ Rich Stream routed from the Capture Plant to CO₂ Utilisation shall be measured by the CCU Composition Analysis Equipment at least every ten (10) minutes (such measurement period chosen being the **"CCU Composition Analysis Measurement Period"**) by direct measurement of the CO₂ concentration.
- 2.10 The CCU Composition Analysis Equipment shall be:
 - (A) an online gas chromatograph optimised for high-purity CO₂ complying with Applicable Standards; or
 - (B) a suitable alternative method which meets the requirements of Part E (*CCU Meter Measurement System - Technical Specification*) of this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*), as agreed between the Emitter and the Waste ICC Contract Counterparty and complying with Applicable Standards.
- 2.11 The CCU Composition Analysis Equipment shall:
 - (A) be tested by a competent and independent third party laboratory accredited in accordance with paragraph 7.3 of Part E (*CCU Meter Measurement System - Technical Specification*) for the relevant activities and be demonstrated to be fully operational and to operate within the manufacturer's specifications prior to installation according to Applicable Standards;
 - (B) be inspected and calibrated in-situ at commissioning according to Applicable Standards;
 - (C) be calibrated in-situ at least every six (6) Months (unless otherwise agreed by the Waste ICC Contract Counterparty having regard to the stability of the performance of the CCU Composition Analysis Equipment as demonstrated by subsequent calibrations and/or advanced diagnostic methods) after commissioning according to Applicable Standards;
 - (D) be inspected by a competent technician every Month in order to confirm whether it operates within the manufacturer's specifications; and
 - (E) where possible, perform an auto-validation against validation gases daily.
- 2.12 The Emitter shall ensure that:
 - (A) the CCU Composition Analysis Equipment is used at all times within its calibrated measurement range;

- (B) where calibration mixture bottles are used, the composition of such bottles shall be within their shelf life and certified by a traceable laboratory accredited in accordance with paragraph 7.3 of Part E (*CCU Meter Measurement System - Technical Specification*);

2.13 The Emitter shall ensure that for the online sampling system employed:

- (A) representative samples are taken and there is no change in concentration between the sampling point and the analyser(s);
- (B) in respect of gaseous sampling system(s), there shall be no condensation in the sampling system(s) and the sample shall reach the analyser(s) in gaseous conditions; and
- (C) if a liquid sample is taken at line conditions and its pressure is reduced upstream of the analyser(s) to close to atmospheric pressure, there shall be complete sample vaporisation. The sample system(s) shall be appropriately designed to take into account Joule-Thomson effect, condensation effects and temperature stability.

Redundancy

2.14 The Emitter shall ensure that in respect of the CCU Meter Measurement System:

- (A) at least one (1) standby CCU Flow Meter shall be installed at all times;
- (B) if the CCU Flow Meter is a flow meter other than a mass flow meter:
 - (i) where the Emitter has installed a densitometer, at least one (1) standby densitometer shall be installed at all times; or
 - (ii) where the Emitter has installed alternative instrumentation reasonably acceptable to the Waste ICC Contract Counterparty, at least one (1) standby set of instruments shall be installed at all times;
- (C) at least one (1) standby CO₂ concentration analyser shall be installed at all times; and
- (D) the DAHS features sufficient inherent redundancy such that the failure of any one unit does not compromise the operability of the CCU Meter Measurement System.

Diagnostic capabilities

2.15 The Emitter shall ensure that, where available, diagnostic capabilities are implemented, and diagnostic data is recorded and retained.

3. CCU METERED DATA

Reporting, determining and recording CCU Metered Data

3.1 The Emitter shall ensure that:

- (A) the following measurements are recorded for each second by the CCU Meter Measurement System:
 - (i) the Metered CO₂ Rich Stream Output to CCU Flow Rate (*expressed in tCO₂RS*) (provided that if the CCU Flow Meter is a flow meter other than a mass flow meter, the Metered CO₂ Rich Stream Output to CCU Flow Rate (*expressed in tCO₂RS*) shall be obtained by combining the flow rate measurement from the

CCU Flow Meter with the density measurement of the CO₂ Rich Stream routed from the Capture Plant to CO₂ Utilisation for each second);

- (ii) the absolute pipeline pressure (*expressed in bara*);
 - (iii) the pipeline stream temperature (*expressed in °C*); and
 - (iv) if the CCU Flow Meter is a flow meter other than a mass flow meter, the density of the CO₂ Rich Stream routed from the Capture Plant to CO₂ Utilisation (*expressed in kg/m³*);
- (B) the CO₂ concentration (*expressed in % mol*) shall be recorded for each CCU Composition Analysis Measurement Period by the CCU Meter Measurement System (the **"CCU Meter Primary Composition Data"**); and
- (C) the following values are recorded by or in respect of the CCU Meter Measurement System:
- (i) the number of seconds of operation of the CCU Meter Measurement System in each Settlement Unit;
 - (ii) the date (*expressed in day/month/year*); and
 - (iii) the time (*expressed in a 24 hour clock*),
- ((A) and (C) are together, the **"CCU Meter Primary Flow and Time Data"**); and
- ((A), (B) and (C) are together, the **"CCU Meter Primary Data"**).

3.2 The Emitter shall in respect of the CCU Meter Measurement System:

- (A) determine the CO₂ concentration by mass fraction in each CCU Composition Analysis Measurement Period by:

$$CCUConc_{CO_2,wt} = \frac{CCUConc_{CO_2} \times M_{CO_2}}{CCUConc_{CO_2} \times M_{CO_2} + \sum_{i=1}^n CCUConc_i \times M_i} \times 100$$

$CCUConc_{CO_2,wt}$ = the CO₂ concentration by mass fraction (*wt %*) in each CCU Composition Analysis Measurement Period;

$CCUConc_{CO_2}$ = the CO₂ concentration (*mol %*) in each CCU Composition Analysis Measurement Period;

$CCUConc_i$ = the concentration of impurity *i* (*mol %*) in each CCU Composition Analysis Measurement Period;

n = the number of impurities;

M_{CO_2} = the standard molar mass of CO₂ (i.e. *44.01 kg / kmol*); and

M_i = the standard molar mass of impurity *i* (*kg/kmol*); and

- (B) determine the Metered CO₂ Output to CCU Flow Rate for each second by:

$$CCUm_j = CCUm_{j,rich} \times CCUConc_{CO_2,wt}$$

$CCUm_j$	=	the Metered CO ₂ Output to CCU Flow Rate (expressed in tCO ₂ /h) in each second (j);
$CCUm_{j,rich}$	=	the Metered CO ₂ Rich Stream Output to CCU Flow Rate (expressed in tCO _{2RS} /h) in each second (j); and
$CCUConc_{CO_2,wt}$	=	the CO ₂ concentration by mass fraction (wt %) in the relevant CCU Composition Analysis Measurement Period,

((A) and (B) are together, the "**CCU Meter Secondary Data**").

3.3 The Emitter shall determine:

(A) the Metered CO₂ Output to CCU in respect of each Settlement Unit by:

$$CCUEm_i = \sum_{j=1}^{Seconds_i} \frac{CCUm_j}{3600}$$

$CCUEm_i$ = the Metered CO₂ Output to CCU (tCO₂) for the relevant Settlement Unit (i);

$CCUm_j$ = the Metered CO₂ Output to CCU Flow Rate (expressed in tCO₂/h) for each second (j); and

$Seconds_i$ = the number of seconds (j) in the relevant Settlement Unit (i);

(B) the Metered CO₂ Rich Stream Output to CCU in respect of each Settlement Unit by:

$$CCUEm_{i,rich} = \sum_{j=1}^{Seconds_i} \frac{CCUm_{j,rich}}{3600}$$

$CCUEm_{i,rich}$ = the Metered CO₂ Rich Stream Output to CCU for the relevant Settlement Unit (expressed in tCO_{2RS});

$CCUm_{j,rich}$ = the Metered CO₂ Rich Stream Output to CCU Flow Rate (expressed in tCO_{2RS}/h) for each second (j); and

$Seconds_i$ = the number of seconds (j) in the relevant Settlement Unit (i).

3.4 The Emitter shall report the following data to the Waste ICC Contract Counterparty:

(A) Metered CO₂ Output to CCU; and

(B) Metered CO₂ Rich Stream Output to CCU;

together, the "**CCU Meter Tertiary Data**".

CCU Meter Invalid Settlement Units

3.5 If in respect of the CCU Meter Measurement System:

(A) there are fewer than eighty two thousand eight hundred (82,800) seconds of CCU Metered Data during a Settlement Unit; or

- (B) there are greater than three thousand six hundred (3,600) seconds of Inaccurate Outlet CO₂ Metered Data which cannot be corrected pursuant to paragraph 4.9(A) of Part A (*Outlet CO₂ Meter Measurement System - General*) during a Settlement Unit,

then such Settlement Unit shall be invalid (a **"CCU Meter Invalid Settlement Unit"**).

- 3.6 For the avoidance of doubt, if there is no CCU Meter Primary Composition Data in respect of a CCU Composition Analysis Measurement Period or such CCU Meter Primary Composition Data is Inaccurate Outlet CO₂ Metered Data, then, the purposes of determining whether a Settlement Unit is invalid, all of the CCU Meter Primary Data in respect of such CCU Composition Analysis Measurement Period shall be considered to be not available or Inaccurate Outlet CO₂ Metered Data.

- 3.7 If:

- (A) there are greater than five (5) CCU Meter Invalid Settlement Units in a Billing Period; or
- (B) there are greater than twenty (20) CCU Meter Invalid Settlement Units within any twelve (12) consecutive Billing Periods,

then the Emitter shall be deemed to have breached Condition 21.1(A)(ii) and Condition 21.1(A)(iv) (*Undertakings: Outlet CO₂ Metering Obligation*) and Condition 23.1(A) and 23.1(B) (*Notification of CO₂ Measurement Data*) of the Waste ICC Contract.

Measurement uncertainty requirements

- 3.8 The overall measurement uncertainty of the Metered CO₂ Output to CCU shall:

- (A) where the Metered CO₂ Rich Stream Output to CCU Flow Rate is equal to or greater than 10% of the Maximum Metered CO₂ Rich Stream Output to CCU Flow Rate, be equal to or less than +/-1.5% of the measured value at 95% confidence interval; and
- (B) where the Metered CO₂ Rich Stream Output to CCU Flow Rate is less than 10% of the Maximum Metered CO₂ Rich Stream Output to CCU Flow Rate, be equal to or less than +/-3% of the measured value at 95% confidence interval,

(the **"CCU CO₂ Measurement Uncertainty Requirement"**).

- 3.9 The overall measurement uncertainty of the Metered CO₂ Rich Stream Output to CCU shall:

- (A) where the Metered CO₂ Rich Stream Output to CCU Flow Rate is equal to or greater than 10% of the Maximum Metered CO₂ Rich Stream Output to CCU Flow Rate, be equal to or less than +/-1% of the measured value at 95% confidence interval; and
- (B) where the Metered CO₂ Rich Stream Output to CCU Flow Rate is less than 10% of the Maximum Metered CO₂ Rich Stream Output to CCU Flow Rate, be equal to or less than +/-2% of the measured value at 95% confidence interval,

(the **"CCU CO₂ Rich Stream Measurement Uncertainty Requirement"**).

- 3.10 The CCU CO₂ Measurement Uncertainty Requirement shall be:

- (A) obtained by combining the measurement uncertainty of all the quantities necessary to enable the calculation of the Metered CO₂ Output to CCU in a measurement uncertainty budget; and

- (B) ascertained in accordance with internationally recognised and accepted standards, including, but not limited to the guide to the expression of uncertainty in measurement ISO/IEC Guide 98 all parts.

3.11 The CCU CO₂ Rich Stream Measurement Uncertainty Requirement shall be:

- (A) obtained by combining the measurement uncertainty of all the quantities necessary to enable the calculation of the Metered CO₂ Rich Stream Output to CCU in a measurement uncertainty budget; and
- (B) ascertained in accordance with internationally recognised and accepted standards, including, but not limited to the guide to the expression of uncertainty in measurement ISO/IEC Guide 98 all parts.

3.12 The Emitter shall, as a minimum, in order to determine the overall measurement uncertainty of the Metered CO₂ Output to CCU and the Metered CO₂ Rich Stream Output to CCU:

- (A) carry out a measurement uncertainty assessment (a **"CCU Meter Measurement Uncertainty Assessment"**) when the CCU Meter Measurement System is commissioned;
- (B) review the CCU Meter Measurement Uncertainty Assessment at least once every Contract Payment Term Year; and
- (C) review the CCU Meter Measurement Uncertainty Assessment following an Outlet CO₂ Meter Measurement System Material Change,

to ensure that the overall measurement uncertainty of the Metered CO₂ Output to CCU is complying with the CCU CO₂ Measurement Uncertainty Requirement and the overall measurement uncertainty of the Metered CO₂ Rich Stream Output to CCU is complying with the CCU CO₂ Rich Stream Measurement Uncertainty Requirement.

3.13 The Emitter shall ensure that:

- (A) if the CCU Flow Meter(s) are calibrated with a different fluid to the operational fluid, the transferability of the calibration shall be assessed for the employed metering technology and the additional measurement uncertainty from the calibration with an alternative fluid shall be accounted for in the CCU Meter Measurement Uncertainty Assessment;
- (B) if the CCU Flow Meter(s) are calibrated at different line pressure and temperatures to the operational line pressure and temperatures, the impact of such difference on the performance of the CCU Flow Meter shall be assessed for the employed metering technology and, if feasible, corrected for. Any additional measurement uncertainty from the calibration of the CCU Flow Meter at line pressure and temperatures different from the operational line pressure and temperatures shall be accounted for in the CCU Meter Measurement Uncertainty Assessment; and
- (C) the measurement uncertainty of the reference standard used for the calibration of the CCU Composition Analysis Equipment shall be accounted for in the CCU Meter Measurement Uncertainty Assessment.

3.14 The Emitter shall retain the results of each CCU Meter Measurement Uncertainty Assessment and any review of such CCU Meter Measurement Uncertainty Assessment and shall provide a copy of such results, on request, to the Waste ICC Contract Counterparty within five (5) Business Days of receipt of the request.

- 3.15 As part of each CCU Meter Measurement Uncertainty Assessment, the Emitter shall include a list of all relevant components that form part of each CCU Meter Measurement System.

4. **CCU METER MEASUREMENT SYSTEM CRITERIA**

CCU Meter Measurement System Standards

- 4.1 The applicable components of the CCU Meter Measurement System shall be certified in accordance with The Measuring Instrument Regulations 2016.
- 4.2 The CCU Meter Measurement System shall, as a minimum, comply with the latest version of the following standards:
- (A) JCGM 100 (Evaluation of measurement data – Guide to the expression of uncertainty in measurement);
 - (B) ISO 5168 (Measurement of fluid flow. Evaluation of uncertainties); and
 - (C) ISO 10012 (Measurement management systems. Requirements for measurement processes and measuring equipment).
- 4.3 The CCU Flow Meter(s) shall comply with the latest version of the following standards, as applicable:
- (A) if the CCU Flow Meter is a Coriolis meter, ISO 10790 (Measurement of fluid flow in closed conduits - Guidance to the selection, installation and use of Coriolis flowmeters (mass flow, density and volume flow measurements));
 - (B) if the CCU Flow Meter is an orifice meter:
 - (i) ISO 5167-1 (Measurement of fluid flow by means of pressure differential devices inserted in circular cross-section conduits running full - Part 1: General principles and requirements); and
 - (ii) ISO 5167-2 (Measurement of fluid flow by means of pressure differential devices inserted in circular cross-section conduits running full - Part 2: Orifice plates);
 - (C) if the CCU Flow Meter is an ultrasonic flow meter:
 - (i) ISO 12242 (Measurement of fluid flow in closed conduits - Ultrasonic transit-time meters for liquid);
 - (ii) ISO 17089 (Measurement of fluid flow in closed conduits - Ultrasonic meters for gas - Part 1: Meters for custody transfer and allocation measurement); and
 - (iii) ISO 17089 (Measurement of fluid flow in closed conduits - Ultrasonic meters for gas - Part 2: Meters for industrial applications); and
 - (D) if the CCU Flow Meter is a turbine flow meter:
 - (i) ISO 2715 (Liquid hydrocarbons - Volumetric measurement by turbine flowmeter);
 - (ii) ISO 9951 (Measurement of gas flow in closed conduits - Turbine meters); and
 - (iii) BS EN 12261 (Gas meters - Turbine gas meters).

- 4.4 If the CCU Composition Analysis Equipment is an online gas chromatograph, the CCU Composition Analysis Equipment shall comply with the relevant sections of the latest version of the following standards, as applicable:
- (A) ISO 6141 (Gas analysis - Contents of certificates for calibration gas mixtures);
 - (B) ISO 6142 (Gas analysis - Preparation of calibration gas mixtures - Gravimetric method);
 - (C) ISO 6143 (Gas analysis - Comparison methods for determining and checking the composition of calibration gas mixtures);
 - (D) ISO 6974-1 (Natural gas - Determination of composition and associated uncertainty by gas chromatography - Part 1: General guidelines and calculation of composition);
 - (E) ISO 6974-2 (Natural gas - Determination of composition and associated uncertainty by gas chromatography - Part 2: Uncertainty calculations);
 - (F) ISO 6974-3 (Natural gas - Determination of composition and associated uncertainty by gas chromatography - Part 3: Precision and bias);
 - (G) ISO 6974-4 (Natural gas - Determination of composition with defined uncertainty by gas chromatography - Part 4: Determination of nitrogen, carbon dioxide and C1 to C5 and C6+ hydrocarbons for a laboratory and on-line measuring system using two columns);
 - (H) ISO 6974-5 (Natural gas - Determination of composition and associated uncertainty by gas chromatography - Part 5: Isothermal method for nitrogen, carbon dioxide, C1 to C5 hydrocarbons and C6+ hydrocarbons);
 - (I) ISO 6974-6 (Natural gas - Determination of composition with defined uncertainty by gas chromatography - Part 6: Determination of hydrogen, helium, oxygen, nitrogen, carbon dioxide and C1 to C8 hydrocarbons using three capillary columns);
 - (J) ISO 10723 (Natural gas - Performance evaluation for analytical systems);
 - (K) ISO/TR 10715 (Natural gas - Gas sampling);
 - (L) ISO/TR 24094 (Analysis of natural gas - Validation methods for gaseous reference materials);
 - (M) ISO/TR 14749 (Natural gas - Online gas chromatograph for upstream area); and
 - (N) ISO 8943 (Refrigerated light hydrocarbon fluids - Sampling of liquefied natural gas - Continuous and intermittent methods).
- 4.5 The Parties acknowledge and agree that although in many cases the above-mentioned standards refer to natural gas as comparable standards are not yet available specifically for CO₂, such standards will nevertheless be applied in relation to CO₂ due to a lack of specific CO₂ related standards until and to the extent a CO₂ specific standard becomes applicable.

Data Flow and Storage

- 4.6 The Emitter shall establish, document, implement and maintain written procedures for data flow activities relating to the CCU Meter Measurement System.
- 4.7 Such written procedures shall include the following as a minimum:

- (A) a diagram providing an overview of the sequence of data collection and processing steps;
 - (B) identification of the source of the CCU Meter Primary Data;
 - (C) a summary of each step from the CCU Meter Primary Data to the CCU Meter Tertiary Data, including any formulas and coefficients used in the calculations;
 - (D) a summary of any relevant electronic data processing and storage systems used and the interaction between such systems and other inputs, including manual inputs; and
 - (E) the method in which the measured quantities of data are recorded and stored.
- 4.8 The Emitter shall put in place appropriate control measures for mitigating the risk of omission, misrepresentation or error in such data flows.
- 4.9 All data shall be identifiable to its respective date and time.

Monitoring facilities

- 4.10 The Emitter shall provide monitoring facilities in respect of the CCU Metered Data with associated alarm conditions when an error in the functionality of the CCU Meter Measurement System is detected.
- 4.11 The Emitter shall ensure that any error(s) in the functionality of the CCU Meter Measurement System are recorded as an event alarm which includes the date and time of such error(s).

Communications

- 4.12 The Emitter shall provide both:
- (A) local interrogation facilities; and
 - (B) remote interrogation facilities,
- in respect of the CCU Meter Measurement System.
- 4.13 The Emitter shall ensure that no unauthorised access is granted to the CCU Meter Measurement System.
- 4.14 All CCU Metered Data shall be recorded and/or reported in a format agreed with the Waste ICC Contract Counterparty.

Appropriate seals

- 4.15 The Emitter shall ensure that each component of the CCU Meter Measurement System is appropriately sealed so as to provide assurance that the following parameters are met:
- (A) the Reasonable and Prudent Standard of anti-tamper protection;
 - (B) compliance with ISO 10012 (Measurement management systems. Requirements for measurement processes and measuring equipment); and
 - (C) where applicable, compliance with The Measuring Instrument Regulations 2016.

5. **ASSOCIATED FEATURES**

The Emitter may install additional features within or associated with the CCU Meter Measurement System provided such additional features do not interfere with the operation of the CCU Meter Measurement System (including, but not limited to, the operation of data flow and storage in respect of the CCU Meter Measurement System).

6. **ACCESS TO DATA**

The Emitter shall provide access to, and hereby authorises the use of CCU Metered Data to and by the Waste ICC Contract Counterparty in accordance with the terms of the Waste ICC Contract.

7. **QUALITY ASSURANCE**

7.1 The Emitter shall ensure that regular functional and quality assurance checks of all of the components of the CCU Meter Measurement System are performed in compliance with Applicable Standards.

7.2 The Emitter shall ensure that any third party audit reports related to the operation of the CCU Meter Measurement System are addressed and provided to the Waste ICC Contract Counterparty on an annual basis.

7.3 The Emitter shall ensure that:

- (A) any test laboratories carrying out measurements, calibrations and related assessments on or in relation to the CCU Meter Measurement System are accredited in accordance with EN ISO/IEC 17025 for the relevant calibration and assessment activities; and
- (B) any personnel involved in the operation of the CCU Meter Measurement System shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025.

8. **RECORDS**

Records required to be kept by the Emitter and provided to the Waste ICC Contract Counterparty under this Annex 11 (*Outlet CO₂ Meter Operational Framework and Technical Specification*) shall include, as a minimum and where applicable, the following information:

- (A) Emitter name;
- (B) Installation name;
- (C) Installation address;
- (D) instrument manufacturer;
- (E) instrument model;
- (F) instrument serial number;
- (G) instrument operating principle;
- (H) instrument operating range;
- (I) instrument compliance (calibration certificate(s) number);
- (J) name and accreditation number of instrument calibration laboratory;

- (K) all reports related to demonstrating compliance with Applicable Standards; and
- (L) all reports related to the commissioning of the CCU Meter Measurement System.

Annex 12

Greenhouse Gas Removal Credits

1. DEFINITIONS: ANNEX 12

1.1 In this Annex 12 (*Greenhouse Gas Removal Credits*):

"Acceptable Compliance Scheme" has the meaning given to that term in paragraph 1.3(A) (*Purpose of the Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Acceptable Voluntary Scheme" means any Voluntary Scheme (or any aspects of a Voluntary Scheme) identified by the Waste ICC Contract Counterparty in a VSR Outcome Notice and any Additional Acceptable Voluntary Scheme, but excluding any Removed Voluntary Scheme;

"Acceptable Voluntary Schemes Amendment Notice" has the meaning given to that term in paragraph 1.9 (*Notification of update to the list of Acceptable Voluntary Schemes*) of Part B (*Voluntary Scheme Review*);

"Accumulated Compliance GGR Credits" means the total number of Compliance GGR Credits which the Emitter has not sold, transferred or surrendered:

- (A) for the purposes of paragraphs 1.2 and 1.3 (*Provision of collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*) or where the context otherwise requires a monthly assessment, as at the last day of the relevant OP Billing Period of the relevant GGR Audit Year, as set out in the Monthly Post-Restriction Compliance GGR Data relating to that OP Billing Period;
- (B) for the purposes of paragraph 1.1(A) (*Provision of collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*) only, as at the last day of the sixth (6th) OP Billing Period after the end of the OP Billing Period in which the last day of the relevant GGR Audit Year falls, as set out in the Monthly Post-Restriction Compliance GGR Data relating to that OP Billing Period; and
- (C) for all other purposes under the Waste ICC Contract, as at the last day of the relevant GGR Audit Year, as set out in the Compliance GGR Credit Revenue Auditor's Report relating to that GGR Audit Year (unless a resolution or determination is made pursuant to the Dispute Resolution Procedure in respect of the total number of Compliance GGR Credits which the Emitter has not sold, transferred or surrendered, in which case such resolved or determined total number shall apply);

"Accumulated GGR Credits" means the Accumulated Compliance GGR Credits and the Accumulated Voluntary GGR Credits;

"Accumulated GGR Credits Amount" means the aggregate value (*expressed in pounds (£)*) of all Accumulated GGR Credits which:

- (A) except where paragraph 2.4 (*Contract End GGR Credit Revenue*) of Part E (*GGR Credit Revenue*) applies, have not been sold, transferred or surrendered as at the last day of the relevant assessment period; or
- (B) if paragraph 2.4 (*Contract End GGR Credit Revenue*) of Part E (*GGR Credit Revenue*) applies, have not been sold, transferred or surrendered as at the date on which the Waste ICC Contract expires or terminates,

and shall be calculated as follows:

$$AGCR = (AVGC \times FP) + (ACGC \times FP)$$

where:

- AGCR* = the Accumulated GGR Credits Amount (£);
- AVGC* = the Accumulated Voluntary GGR Credits (*tCO₂* or *tCO₂e*);
- ACGC* = the Accumulated Compliance GGR Credits (*tCO₂* or *tCO₂e*);
and
- FP* = if the Fallback Price is calculated:
- (a) on a daily basis, the monthly average of each daily Fallback Price (£/*tCO₂* or £/*tCO₂e*) applicable for the relevant Month of the relevant GGR Audit Year; or
 - (b) on a monthly average basis, the Fallback Price (£/*tCO₂* or £/*tCO₂e*) applicable for the relevant OP Billing Period of the relevant GGR Audit Year;

"Accumulated GGR Credits Amount Breach Notice" has the meaning given to that term in paragraph 1.13 (*Accumulated GGR Credits Amount Cap*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Accumulated GGR Credits Amount Cap" means fifty million pounds Sterling (£50,000,000);

"Accumulated GGR Credits Amount Cap Obligation" has the meaning given to that term in paragraph 1.12 (*Accumulated GGR Credits Amount Cap*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Accumulated GGR Credits Amount Cap Termination Event" has the meaning given to that term in paragraph 1.17 (*Accumulated GGR Credits Amount Cap*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Accumulated GGR Credits Threshold" means:

- (A) prior to the eighth (8th) anniversary of the earlier of:
 - (i) the Start Date; and
 - (ii) the last day of the Target Commissioning Window,
five million pounds Sterling (£5,000,000); and
- (B) from and including the eighth (8th) anniversary of the earlier of:
 - (i) the Start Date; and
 - (ii) the last day of the Target Commissioning Window,
one million pounds Sterling (£1,000,000);

"Accumulated Voluntary GGR Credits" means the total number of Voluntary GGR Credits which the Emitter has not sold, transferred or surrendered:

- (A) for the purposes of paragraphs 1.2 and 1.3 (*Provision of collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*) or where the context otherwise requires a monthly assessment, as at the last day of the relevant OP Billing Period of the relevant GGR Audit Year, as set out in the Monthly Post-Restriction Voluntary GGR Data relating to that OP Billing Period;
- (B) for the purposes of paragraph 1.1(A) (*Provision of collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*) only, as at the last day of the sixth (6th) OP Billing Period after the end of the OP Billing Period in which the last day of the relevant GGR Audit Year falls, as set out in the Monthly Post-Restriction Voluntary GGR Data relating to that OP Billing Period; and
- (C) for all other purposes under the Waste ICC Contract, as at the last day of the relevant GGR Audit Year, as set out in the Voluntary GGR Credit Revenue Auditor's Report relating to that GGR Audit Year (unless a resolution or determination is made pursuant to the Dispute Resolution Procedure in respect of the total number of Voluntary GGR Credits which the Emitter has not sold, transferred or surrendered, in which case such resolved or determined total number shall apply);

"Achieved Compliance GGR Credit Sales Price" means the price (*expressed in pounds (£)*) (calculated on a gross basis before tax and any other deductions) which is charged by the Emitter to a person for the sale of a Compliance GGR Credit, as set out in the relevant Compliance GGR Credit Invoice;

"Achieved Voluntary GGR Credit Sales Price" means the price (*expressed in pounds (£)*) (calculated on a gross basis before tax and any other deductions) which is charged by the Emitter to a person for the sale of a Voluntary GGR Credit, as set out in the relevant Voluntary GGR Credit Invoice;

"Additional Acceptable Voluntary Schemes" has the meaning given to that term in paragraph 1.9(A) (*Notification of update to list of Acceptable Voluntary Schemes*) of Part B (*Voluntary Scheme Review*);

"Annual GGR Reporting Deadline" means, in relation to each GGR Audit Year, the final Business Day of the second (2nd) OP Billing Period falling immediately after the end of such GGR Audit Year;

"Compliance GGR Confirmation" has the meaning given to that term in paragraph 1.1(B) (*Voluntary GGR Confirmation and Compliance GGR Confirmation*) of Section 1 of Part F (*Reporting, Audit and Reconciliation*);

"Compliance GGR Credit" means a GGR Credit issued, granted, allocated or attributed by any Acceptable Compliance Scheme;

"Compliance GGR Credit Invoice" means an invoice (or equivalent transaction record) issued by the Emitter in accordance with paragraph 1.2(A)(ii) of Section 2 of Part F (*Reporting, Audit and Reconciliation*) to a person in respect of the sale of any Compliance GGR Credit(s) in the relevant OP Billing Period;

"Compliance GGR Credit Restriction" has the meaning given to that term in paragraph 1.2 (*General Restrictions*) of Part A (*General Restrictions*);

"Compliance GGR Credit Restriction Auditor's Report" has the meaning given to that term in paragraph 1.4 (*Voluntary GGR Confirmation and Compliance GGR Confirmation*) of Section 1 of Part F (*Reporting, Audit and Reconciliation*);

"Compliance GGR Credit Revenue Auditor's Report" has the meaning given to that term in paragraph 1.5(C) (*Annual Audit Requirements*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"Compliance GGR Credit Sale Revenue" means the sum (*expressed in pounds (£)*) of the Achieved Compliance GGR Credit Sales Price in respect of each Compliance GGR Credit sold by the Emitter to any person other than a Linked Entity in the relevant OP Billing Period;

"Compliance GGR Credit Surrender Revenue" means the sum (*expressed in pounds (£)*) of the applicable Fallback Price of each Compliance GGR Credit which was surrendered (or otherwise transferred, forfeited or relinquished to cover a compliance obligation) by the Emitter under an Acceptable Compliance Scheme in the relevant OP Billing Period (with such Fallback Price being determined as at the day on which the relevant Compliance GGR Credit was surrendered);

"Compliance Scheme" means the UK Emissions Trading Scheme, an alternative UK emissions credit issuing scheme or any other regulatory scheme which:

- (A) issues, grants, allocates or attributes GGR Credits which may be applied towards the satisfaction of a legal compliance obligation; and
- (B) has been effected by a Competent Authority;

"Compliance Scheme Accreditation Notice" has the meaning given to that term in paragraph 3.1 (*Notification of Accreditation by Acceptable Compliance Scheme(s)*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Compliance Scheme Participation Notice" has the meaning given to that term in paragraph 2 (*Notification of Participation in Acceptable Compliance Scheme(s)*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Compliance Scheme Review" means a review conducted by the Waste ICC Contract Counterparty in accordance with paragraph 1 (*Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Compliance Scheme Review Notice" has the meaning given to that term in paragraph 1.5 (*Notification of Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Compliance Scheme Review Proposal" means each of the proposals determined by the Waste ICC Contract Counterparty pursuant to paragraph 1.3 (*Purpose of the Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Contract End GGR Credit Revenue Payment" has the meaning given to that term in paragraph 2.3 (*Contract End GGR Credit Revenue*) of Part E (*GGR Credit Revenue*);

"CSR Extension Condition Evidence Notice" has the meaning given to that term in paragraph 1.10 (*Notification of outcome of Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"CSR Implementation Date" has the meaning given to that term in paragraph 1.9(C) (*Notification of outcome of Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"CSR Outcome Notice" has the meaning given to that term in paragraph 1.9 (*Notification of outcome of Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"CSR Response Deadline" has the meaning given to that term in paragraph 1.5(C) (*Notification of Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"CSR Response Notice" has the meaning given to that term in paragraph 1.6 (*Notification of Compliance Scheme Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"CSR Trigger" has the meaning given to that term in paragraph 1.1 (*Undertaking of the Compliance Scheme Reviews*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Deficient GGR Collateral Amount" has the meaning given to that term in paragraph 1.9(B) (*Altering collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"Fallback Price" means:

- (A) if the VSR Implementation Date occurs prior to the CSR Implementation Date:
 - (i) in respect of the period prior to the CSR Implementation Date, the fallback price (*expressed in £/tCO₂ or £/tCO₂e*) set out in the VSR Outcome Notice, as such Fallback Price may be subsequently amended in accordance with paragraph 1.9(B) (*Notification of update to the list of Acceptable Voluntary Schemes*) of Part B (*Voluntary Scheme Review*); and
 - (ii) if applicable, on and from the CSR Implementation Date, the fallback price (*expressed in £/tCO₂ or £/tCO₂e*) set out in the CSR Outcome Notice as such Fallback Price is subsequently amended, supplemented or replaced in accordance with the outcome of any Fallback Price Review; or
- (B) if the CSR Implementation Date occurs before any VSR Implementation Date (whether or not a VSR Implementation Date subsequently occurs), the fallback price (*expressed in £/tCO₂ or £/tCO₂e*) set out in the CSR Outcome Notice as such Fallback Price is subsequently amended, supplemented or replaced in accordance with any Fallback Price Review;

"Fallback Price Dispute" means a Dispute in relation to the outcome of a Compliance Scheme Review (but only to the extent that such Dispute relates to the determination of the Fallback Price) or a Fallback Price Review;

"Fallback Price Dispute Deadline" has the meaning given to that term in paragraph 5.3 (*Procedure for raising a Dispute*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Dispute Emitter" has the meaning given to that term in paragraph 5.3 (*Procedure for raising a Dispute*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Dispute Notice" has the meaning given to that term in paragraph 5.3 (*Procedure for raising a Dispute*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Dispute Threshold Criterion" has the meaning given to that term in paragraph 5.1 (*Fallback Price Dispute Threshold Criterion*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Dispute Validity Notice" has the meaning given to that term in paragraph 5.5 (*Fallback Price Dispute Threshold Criterion*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Expert Appointment Threshold" has the meaning given to that term in paragraph 5.2 (*Fallback Price Expert Appointment Threshold*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Principles" has the meaning given to that term in paragraph 1.1 (*Fallback Price Principles*) of Part D (*Fallback Price Principles*);

"Fallback Price Principles Prioritisation" means the prioritisation of the Fallback Price Principles set out in paragraph 2 (*Prioritisation of Fallback Price Principles*) of Part D (*Fallback Price Principles*);

"Fallback Price Principles Request Criterion" has the meaning given to that term in paragraph 4.3 (*Undertaking of the Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Principles Request Notice" has the meaning given to that term in paragraph 4.2 (*Undertaking of the Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review" has the meaning given to that term in paragraph 4.1(A) (*Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review Implementation Date" has the meaning given to that term in paragraph 4.10(B)(ii) (*Notification of outcome of Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review Notice" has the meaning given to that term in paragraph 4.6(B) (*Notification of Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review Outcome Notice" has the meaning given to that term in paragraph 4.10 (*Notification of outcome of Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review Proposal" has the meaning given to that term in paragraph 4.6(A) (*Notification of Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review Response Deadline" has the meaning given to that term in paragraph 4.6(B)(iii) (*Notification of Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review Response Notice" has the meaning given to that term in paragraph 4.7 (*Notification of Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Review Trigger" has the meaning given to that term in paragraph 4.1 (*Undertaking of the Fallback Price Review*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Fallback Price Source Quality Criteria" means, in respect of a price source, as at the CSR Response Deadline or at the Fallback Price Review Response Deadline (as applicable):

- (A) the underlying data used to compile or prepare such price source:
 - (i) is subject to procedures to ensure its accuracy and completeness;
 - (ii) is subject to procedures to ensure the retention by the administrator of such price source for a period of at least two (2) years such that it is capable of audit; and
 - (iii) consists only of verifiable transaction data and does not include data which is the product of a subjective judgement;
- (B) the methodology used by the administrator to prepare and compile such price source:
 - (i) is appropriately documented;
 - (ii) is not subject to subjective judgement; and
 - (iii) may only be changed in accordance with documented change control procedures which provide adequate protection against conflicts of interest which exist or are reasonably likely to arise in connection with such methodology; and
- (C) the administrator of such price source and the entities submitting to such price source have effective organisational and administrative arrangements in place to identify and manage conflicts of interest and to protect commercial confidentiality,

and **"Fallback Price Source Quality Criterion"** shall be construed accordingly;

"FMV Compliant Transfer" has the meaning given to that term in paragraph 2.1 (*Restrictions: Fair Market Value*) of Part A (*General Restrictions*);

"Further Accumulated GGR Credit Collateral Posting Date" means the date by which the Emitter is required to transfer or deliver Acceptable Collateral, being no less than ten (10) Business Days after a Further Accumulated GGR Credit Collateral Posting Notice is received;

"Further Accumulated GGR Credit Collateral Posting Notice" has the meaning given to that term in paragraph 1.3 of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"Further Accumulated GGR Credits Threshold" means an amount equal to one hundred and thirty per cent. (130%) of the Accumulated GGR Credits Amount used most recently to calculate the amount of GGR Acceptable Collateral that the Emitter was required to transfer or deliver to the Waste ICC Contract Counterparty, or to procure the transfer or delivery of, in accordance with Part G (*Accumulated GGR Credits: Security and Enforcement*);

"Further GGR Credit Revenue Auditor's Report Response Notice" has the meaning given to that term in paragraph 1.8(C)(ii) (*GGR Credit Revenue Auditor's Report Response Notice*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"GGO Instrument" means any credit, allowance, unit, certificate or other similar instrument issued, granted, allocated or attributed in respect of an activity at the Capture Plant which results in a reduction and/or avoidance (but not the removal) of greenhouse gases (as defined by the issuing market in whatever form such market takes);

"GGO Instrument Restrictions" has the meaning given to that term in paragraph 1.3 (*General Restrictions*) of Part A (*General Restrictions*);

"GGR Acceptable Collateral" means:

- (A) a GGR Letter of Credit;
- (B) a GGR Bond; and/or
- (C) a cash amount (in Sterling) transferred to the credit of a GGR Reserve Account;

"GGR Audit Year" means:

- (A) other than in relation to the final GGR Audit Year, a period of one (1) year, with the first such year commencing on the Contract Payment Term Commencement Date and each subsequent such year commencing on each anniversary of the Contract Payment Term Commencement Date; and
- (B) in relation to the final GGR Audit Year, the period commencing on the last anniversary of the Contract Payment Term Commencement Date and ending on the earlier of:
 - (i) the Pre-Start Date Termination Date, the Prolonged FM Termination Date, the T&S Prolonged Unavailability Termination Date, the Default Termination Date, the QCiL Compensation Termination Date or the QCiL Termination Date (as applicable); or
 - (ii) the Expiry Date;

"GGR Bond" means a bond issued by a GGR Qualifying Bond Provider substantially in the form set out in Appendix 1 to this Annex 12 (*Greenhouse Gas Removal Credits*);

"GGR Bond Details Notice" has the meaning given to that term in paragraph 1.7(B) (*Transfer and custody of collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"GGR Bond Event" has the meaning given to that term in paragraph 1.12 (*GGR Letter of Credit Events and GGR Bond Events*) of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"GGR Collateral Amount" means an amount equal to the amount by which the Accumulated GGR Credits Amount exceeds the Accumulated GGR Credits Threshold from time to time;

"GGR Collateral Correction Notice" has the meaning given to that term in paragraph 1.9 (*Altering collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"GGR Credit" means any credit, allowance, unit, certificate or other similar instrument issued, granted, allocated or attributed in respect of an activity at the Capture Plant which results in the removal (but not the reduction and/or avoidance) of greenhouse gases (as defined by the issuing market in whatever form such market takes);

"GGR Credit Compensatory Interest" means the interest that is due and payable at the CP Compensatory Interest Rate in accordance with Condition 1.11(B) (*GGR Credit Compensatory Interest Amount*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credit Compensatory Interest Amount" has the meaning given to that term in paragraph 1.11 (*GGR Credit Compensatory Interest Amount*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credit Compensatory Interest Rate" has the meaning given to that term in paragraph 1.11(B) (*GGR Credit Compensatory Interest Amount*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credit Issuance Restrictions" has the meaning given to that term in paragraph 1.4 (*General Restrictions*) of Part A (*General Restrictions*);

"GGR Credit Recalculation Amount" has the meaning given to that term in paragraph 1.10(E) (*Recalculations of Monthly GGR Credit Revenue*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credit Revenue Auditor's Report Response Notice" has the meaning given to that term in paragraph 1.7 (*GGR Credit Revenue Auditor's Report Response Notice*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credit Revenue Auditor's Report Supporting Information" has the meaning given to that term in paragraph 1.7(C) (*GGR Credit Revenue Auditor's Report Response Notice*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credits Security Auditor's Report" has the meaning given to that term in paragraph 1.4 (*GGR Credits Security Confirmation*) of Section 3 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credits Security Confirmation" has the meaning given to that term in paragraph 1.1 (*GGR Credits Security Confirmation*) of Section 3 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credits Security Notice" has the meaning given to that term in paragraph 1.6 (*Notification of floating charge over GGR Credits*) of Section 3 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Credits Security Restriction" has the meaning given to that term in paragraph 3.1 (*Security over GGR Credits*) of Part A (*General Restrictions*);

"GGR Information Failure" means a failure by the Emitter to make all due and careful enquiries when providing any information required in accordance with this Annex 12 (*Greenhouse Gas Removal Credits*) which has led to the provision of data which is misleading, except where the Emitter has, within five (5) Business Days from the date it provides such data to the Waste ICC Contract Counterparty, provided revised information which is not misleading;

"GGR Letter of Credit" means an unconditional, irrevocable standby letter of credit in favour of the Waste ICC Contract Counterparty or its designee denominated in Sterling and in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) which is issued by a GGR Qualifying Issuer and which shall be available for payment at a United Kingdom branch of such GGR Qualifying Issuer;

"GGR Letter of Credit Details Notice" has the meaning given to that term in paragraph 1.7(B) (*Transfer and custody of collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"GGR Letter of Credit Events" has the meaning given to that term in paragraph 1.11 (*GGR Letter of Credit Events and GGR Bond Events*) of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"GGR Non-Compliance Notice" has the meaning given to that term in paragraph 1.9 (*GGR Non-Compliance Notice*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"GGR Posted Collateral" means the aggregate amount of all GGR Acceptable Collateral transferred or delivered to the Waste ICC Contract Counterparty or its designee by or on behalf

of the Emitter in accordance with Part G (*Accumulated GGR Credits: Security and Enforcement*) from time to time to the extent that the same has not been:

- (A) returned to the Emitter by or on behalf of the Waste ICC Contract Counterparty pursuant to the provisions of paragraph 1.17 (*Return of Collateral*) of Part G (*Accumulated GGR Credits: Security and Enforcement*); or
- (B) subject to a GGR Posted Collateral Demand;

"GGR Posted Collateral Demand" has the meaning given to that term in paragraph 1.14 (*Making a GGR Posted Collateral Demand*) of Part G (*Accumulated GGR Credits: Security and Enforcement*);

"GGR Qualifying Bond Provider" or "GGR Qualifying Issuer" means:

- (A) a bank or financial institution having a minimum short-term rating of A-1 with Standard and Poor's, P-1 with Moody's or F1 with Fitch; or
- (B) such other bank or financial institution, having such lower minimum rating as the Waste ICC Contract Counterparty may consent to or specify from time to time;

"GGR Reserve Account" means a bank account in the United Kingdom specified by the Waste ICC Contract Counterparty and to which GGR Acceptable Collateral (in the form of cash) is to be transferred;

"GGR Secured Sums" means each amount that is payable to the Waste ICC Contract Counterparty under paragraph 2.3 of Part E (*GGR Credit Revenue*);

"Greenhouse Gas Removal Audit Notice" has the meaning given to that term in paragraph 1.2 (*Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Greenhouse Gas Removal Audit Right" has the meaning given to that term in paragraph 1.1 (*Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Greenhouse Gas Removal Audit Termination Event" has the meaning given to that term in paragraph 1.8 (*Greenhouse Gas Removal Audit Right*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Greenhouse Gas Removal Information Termination Event" has the meaning given to that term in paragraph 1.20 (*Greenhouse Gas Removal Information Termination Event*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Insolvency Event" means the GGR Qualifying Issuer and/or the GGR Qualifying Bond Provider:

- (A) is dissolved (other than pursuant to a solvent consolidation, amalgamation or merger) or becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (B) has an order made or resolution passed for its winding-up or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger); or
- (C) is subject to any event with respect to it which, pursuant to the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraph (A) or (B) of this definition;

"Linked Entity" means:

- (A) the Emitter's subsidiaries, subsidiary undertakings, associated undertakings and any holding company of the Emitter and all other subsidiaries, subsidiary undertakings, associated undertakings and holding companies of any such holding company from time to time; and
- (B) any Lender or any agents or trustees thereof;

"Linked Entity Compliance GGR Credit Revenue" means in respect of each sale or transfer of a Compliance GGR Credit by the Emitter to a Linked Entity in the relevant OP Billing Period, the higher of:

- (A) the Achieved Compliance GGR Credit Sales Price of the Compliance GGR Credit sold or transferred by the Emitter to the relevant Linked Entity; and
- (B) the Fallback Price applicable as at the day the Compliance GGR Credit was sold or transferred by the Emitter to the relevant Linked Entity, as set out in the Compliance GGR Credit Invoice;

"Monthly Compliance GGR Reporting Deadline" has the meaning given to that term in paragraph 1.2 (*Monthly Reporting Requirements - Compliance GGR Credits*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"Monthly GGR Credit Revenue" has the meaning given to that term in paragraph 2.1 (*Monthly GGR Credit Revenue*) of Part E (*GGR Credit Revenue*);

"Monthly Linked Entity Compliance GGR Credit Revenue" means the sum (*expressed in pounds (£)*) of the Linked Entity Compliance GGR Credit Revenue in the relevant OP Billing Period;

"Monthly Post-Restriction Compliance GGR Data" has the meaning given to that term in paragraph 1.2 (*Monthly Reporting Requirements - Compliance GGR Credits*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"Monthly Post-Restriction Voluntary GGR Data" has the meaning given to that term in paragraph 1.1 (*Monthly Reporting Requirements - Voluntary GGR Credits*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"Monthly Voluntary GGR Reporting Deadline" has the meaning given to that term in paragraph 1.1 (*Monthly Reporting Requirements - Voluntary GGR Credits*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"Proposed Fallback Price Expert" has the meaning given to that term in paragraph 5.5(A) (*Validity of Fallback Price Dispute Notices*) of Part C (*Compliance Scheme Review and Fallback Price Review*);

"Removed Voluntary Scheme" means any Voluntary Scheme removed from the list of Acceptable Voluntary Schemes in accordance with paragraphs 1.9(C) and 1.9(D) (*Notification of update to list of Acceptable Voluntary Schemes*) of Part B (*Voluntary Scheme Review*);

"Restricted Voluntary GGR Surrender" has the meaning given to that term in paragraph 4.1(B) (*Voluntary Scheme Restrictions*) of Part B (*Voluntary Scheme Review*);

"Restricted Voluntary GGR Transfer" has the meaning given to that term in paragraph 4.1(A) (*Voluntary Scheme Restrictions*) of Part B (*Voluntary Scheme Review*);

"Revised GGR Information" has the meaning given to that term in paragraph 1.18(C) (*Notification by Emitter of GGR Information Failure*) of Section 4 of Part F (*Reporting, Audit and Reconciliation*);

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Voluntary GGR Confirmation" has the meaning given to that term in paragraph 1.1(A) (*Voluntary GGR Confirmation and Compliance GGR Confirmation*) of Section 1 of Part F (*Reporting, Audit and Reconciliation*);

"Voluntary GGR Credit" means a GGR Credit issued, granted, allocated or attributed by any Voluntary Scheme;

"Voluntary GGR Credit Invoice" means an invoice (or equivalent transaction record) issued by the Emitter in accordance with paragraph 1.1(A)(ii) of Section 2 of Part F (*Reporting, Audit and Reconciliation*) to a person in respect of the sale of any Voluntary GGR Credit(s) in the relevant OP Billing Period;

"Voluntary GGR Credit Restriction Auditor's Report" has the meaning given to that term in paragraph 1.4 (*Voluntary GGR Confirmation and Compliance GGR Confirmation*) of Section 1 of Part F (*Reporting, Audit and Reconciliation*);

"Voluntary GGR Credit Restrictions" has the meaning given to that term in paragraph 1.1 (*General Restrictions*) of Part A (*General Restrictions*);

"Voluntary GGR Credit Revenue Auditor's Report" has the meaning given to that term in paragraph 1.5 (*Annual Audit Requirements*) of Section 2 of Part F (*Reporting, Audit and Reconciliation*);

"Voluntary GGR Credit Sale Revenue" means the sum (*expressed in pounds (£)*) of the Achieved Voluntary GGR Credit Sales Price in respect of each Voluntary GGR Credit sold by the Emitter to any person in the relevant OP Billing Period;

"Voluntary Scheme" means a scheme, market, organisation or process which issues, grants, allocates or attributes GGR Credits and which is voluntary in nature, other than a Compliance Scheme;

"Voluntary Scheme Accreditation Notice" has the meaning given to that term in paragraph 3.1 (*Notification of Accreditation by Acceptable Voluntary Scheme(s)*) of Part B (*Voluntary Scheme Review*);

"Voluntary Scheme Participation Notice" has the meaning given to that term in paragraph 2.1 (*Notification of Participation in Acceptable Voluntary Scheme(s)*) of Part B (*Voluntary Scheme Review*);

"Voluntary Scheme Review" means a review conducted by the Waste ICC Contract Counterparty in accordance with paragraph 1 (*Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*);

"Voluntary Scheme Review Notice" has the meaning given to that term in paragraph 1.3 (*Notification of Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*);

"Voluntary Scheme Review Proposal" has the meaning given to that term in paragraph 1.2 (*Purpose of Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*);

"VSR Extension Condition Evidence Notice" has the meaning given to that term in paragraph 1.8 (*Notification of outcome of Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*);

"VSR Implementation Date" has the meaning given to that term in paragraph 1.7(B) (*Notification of outcome of Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*);

"VSR Outcome Notice" has the meaning given to that term in paragraph 1.7 (*Notification of outcome of Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*);

"VSR Response Deadline" has the meaning given to that term in paragraph 1.3 (*Notification of Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*); and

"VSR Response Notice" has the meaning given to that term in paragraph 1.4 (*Notification of Voluntary Scheme Review*) of Part B (*Voluntary Scheme Review*).

1.2 Any reference to a 'sale price' in this Annex 12 shall mean a 'sale price':

(A) in Sterling; and

(B) to the extent that any sale is completed in a currency other than Sterling (the **"Other Currency"**), the sale price shall be converted into Sterling using the rate of exchange for the purchase of Sterling with that Other Currency published on <https://www.bankofengland.co.uk/boeapps/database/Rates.asp?Travel=NIxAZx&into=GBP> (Bank of England database: Daily spot exchange rates against Sterling) in respect of the date of the relevant sale.

Part A
General Restrictions

1. GENERAL RESTRICTIONS

1.1 The Emitter shall not at any time:

- (A) prior to the VSR Implementation Date, register, become certified or accredited for, or otherwise participate in, any aspects of a Voluntary Scheme which relates to GGR Credits; and
- (B) prior to the date on which a Voluntary Scheme Accreditation Notice is issued by the Emitter in accordance with paragraph 3 of Part B (*Voluntary Scheme Review*):
 - (i) apply for, generate, obtain, acquire, hold or accrue any Voluntary GGR Credits; or
 - (ii) sell, trade, transfer, forfeit or surrender any Voluntary GGR Credits,

(each a **"Voluntary GGR Credit Restriction"** and together the **"Voluntary GGR Credit Restrictions"**).

1.2 The Emitter shall not at any time:

- (A) prior to the CSR Implementation Date, register, become certified or accredited for, or otherwise participate in, any aspects of a Compliance Scheme which relates to GGR Credits; and
- (B) prior to the date on which a Compliance Scheme Accreditation Notice is issued by the Emitter in accordance with paragraph 3 of Part C (*Compliance Scheme Review and Fallback Price Review*):
 - (i) apply for, generate, obtain, acquire, hold or accrue any Compliance GGR Credits; or
 - (ii) sell, trade, transfer, forfeit or surrender any Compliance GGR Credits,

(each a **"Compliance GGR Credit Restriction"** and together the **"Compliance GGR Credit Restrictions"**).

1.3 The Emitter shall not, and shall procure that its Linked Entities and any other third parties shall not at any time:

- (A) register, become certified or accredited for, or otherwise participate in, any aspects of a Voluntary Scheme or Compliance Scheme which relates to GGO Instruments;
- (B) apply for, generate, obtain, acquire, hold or accrue any GGO Instruments; or
- (C) sell, trade, transfer, forfeit or surrender any GGO Instruments,

(each a **"GGO Instrument Restriction"** and together the **"GGO Instrument Restrictions"**).

1.4 The Emitter shall procure that its Linked Entities and any other third parties shall not:

- (A) register, become certified or accredited for, or otherwise participate in, any aspects of a Voluntary Scheme or a Compliance Scheme which relates to GGR Credits; or

- (B) apply for, generate, obtain, acquire, hold or accrue, in each case directly from the relevant Voluntary Scheme and/or Compliance Scheme, any Voluntary GGR Credits and/or Compliance GGR Credits respectively,

(each a "**GGR Credit Issuance Restriction**" and together the "**GGR Credit Issuance Restrictions**").

2. **RESTRICTIONS: FAIR MARKET VALUE**

- 2.1 Subject to paragraph 2.2 below, the Emitter shall only enter into, facilitate or otherwise participate in, whether directly or indirectly (including as part of a wider commercial arrangement), any sale, trade or transfer of Voluntary GGR Credits or Compliance GGR Credits if:

- (A) the Emitter acts in accordance with the Reasonable and Prudent Standard to ensure that a fair market value is achieved for the Voluntary GGR Credits or Compliance GGR Credits (as applicable); and
- (B) such sale, trade or transfer is not designed to, or a purpose of which is not to, evade, avoid, circumvent, frustrate, reduce or leak value from, in whole or in part, the amount of the Monthly GGR Credit Revenue or the Contract End GGR Credit Revenue Payment that might otherwise be payable to the Waste ICC Contract Counterparty,

(such sale, trade or transfer being a "**FMV Compliant Transfer**").

- 2.2 Paragraph 2.1 shall not apply to any Compliance GGR Credit which is:

- (A) surrendered (or otherwise transferred, forfeited or relinquished to cover a compliance obligation) by the Emitter under an Acceptable Compliance Scheme; or
- (B) sold or transferred to a Linked Entity.

- 2.3 Following a request by the Waste ICC Contract Counterparty, the Emitter shall promptly provide all information requested by the Waste ICC Contract Counterparty (acting reasonably) for the purposes of assessing compliance by the Emitter with paragraph 2.1.

- 2.4 Paragraph 2.1 shall be without prejudice to any right of the Waste ICC Contract Counterparty to receive all revenue attributable to any sale, trade or transfer of Voluntary GGR Credits or Compliance GGR Credits that is not a FMV Compliant Transfer or the consequences of any such sale, trade or transfer.

- 2.5 Without prejudice to paragraph 2.1, promptly on becoming aware of any non-FMV Compliant Transfer, the Emitter shall:

- (A) inform the Waste ICC Contract Counterparty and provide it with full, written details thereof; and
- (B) pay to the Waste ICC Contract Counterparty an amount (*expressed in pounds (£)*) (calculated on a gross basis before tax and any other deductions) equal to all revenue attributable to any non-FMV Compliant Transfer in accordance with Condition 13.4 (*Payment from Emitter*).

3. **SECURITY OVER GGR CREDITS**

- 3.1 Subject to paragraph 3.2, the Emitter shall not (and shall procure that any Affiliate shall not):

(A) create or permit to subsist any Security over all or any part of its title, rights and/or benefits in the GGR Credit(s); or

(B)

(i) sell, transfer or otherwise dispose of any of its GGR Credits on terms whereby they are or may be leased to or re-acquired by the Emitter or any Affiliate;

(ii) enter into any arrangement under which any of its GGR Credits are held on trust; or

(iii) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising debt or of financing the acquisition of an asset,

(each a **"GGR Credits Security Restriction"** and together the **"GGR Credits Security Restrictions"**).

3.2 The Parties acknowledge and agree that the Emitter may create or permit to subsist a floating charge or floating charges over all or any part of its title, rights and/ or benefits in the GGR Credit(s) in favour of its Lenders or any agents or trustees thereof.

Failure to comply with GGR Credits Security Restriction

3.3 If the Emitter fails to comply with any GGR Credits Security Restriction(s), the Waste ICC Contract Counterparty may elect to suspend payment of any amount(s) which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is not in compliance with such restriction, provided that, prior to effecting such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.

3.4 If the Emitter subsequently complies with the relevant GGR Credits Security Restriction(s), then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of paragraph 3.3. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 3.4.

Part B
Voluntary Scheme Review

1. VOLUNTARY SCHEME REVIEW

Undertaking of the Voluntary Scheme Review

1.1 The Waste ICC Contract Counterparty:

- (A) may, in its sole and absolute discretion and at any time, conduct a Voluntary Scheme review to determine whether, and if so how the Voluntary GGR Credit Restrictions shall be lifted (a **"Voluntary Scheme Review"**); and
- (B) shall conduct and complete a Voluntary Scheme Review no later than the date which is three (3) Months prior to the final day of the Target Commissioning Window.

Purpose of the Voluntary Scheme Review

1.2 If the Waste ICC Contract Counterparty is required or elects to conduct a Voluntary Scheme Review pursuant to paragraph 1.1(A) or paragraph 1.1(B), then the purpose of such Voluntary Scheme Review shall be to determine, in the Waste ICC Contract Counterparty's sole and absolute discretion:

- (A) a list of any Acceptable Voluntary Scheme(s) in which the Emitter shall be entitled to participate (if any) including, if the Waste ICC Contract Counterparty considers it relevant, the basis on which such list was determined;
 - (B) any additional conditions that must be complied with by the Emitter in order to be permitted to participate in any Acceptable Voluntary Scheme(s) determined in accordance with paragraph 1.2(A), including, but not limited to any additional conditions relating to:
 - (i) any Voluntary GGR Credit Revenue Auditor's Report which must be provided to the Waste ICC Contract Counterparty in accordance with paragraphs 1.4 and 1.5 of Section 2 of Part F (*Reporting, Audit and Reconciliation*); and
 - (ii) any GGR Acceptable Collateral which must be transferred, delivered, or procured by the Emitter in accordance with Part G (*Accumulated GGR Credits: Security and Enforcement*); and
 - (C) if the Voluntary GGR Credit Restrictions are lifted prior to the lifting of the Compliance GGR Credit Restrictions in accordance with this Annex 12, the Fallback Price that shall apply until the CSR Implementation Date,
- (a **"Voluntary Scheme Review Proposal"**).

Notification of Voluntary Scheme Review

1.3 If the Waste ICC Contract Counterparty is required or elects to conduct a Voluntary Scheme Review pursuant to paragraph 1.1(A) or paragraph 1.1(B), the Waste ICC Contract Counterparty shall issue a notice to the Emitter (a **"Voluntary Scheme Review Notice"**). A Voluntary Scheme Review Notice shall specify a deadline by which the Emitter may provide a VSR Response Notice, such deadline to be not less than ten (10) Business Days after the date on which the Voluntary Scheme Review Notice is received by the Emitter (the **"VSR Response Deadline"**).

- 1.4 The Emitter may, as soon as reasonably practicable but no later than the VSR Response Deadline, issue a notice to the Waste ICC Contract Counterparty which:
- (A) shall include all of the Supporting Information which the Emitter considers the Waste ICC Contract Counterparty should take into account of when conducting the Voluntary Scheme Review; and
 - (B) may include proposals from the Emitter with respect to the manner in which the Voluntary Scheme Review should be determined by the Waste ICC Contract Counterparty,
- (the "**VSR Response Notice**").
- 1.5 When conducting the Voluntary Scheme Review, the Waste ICC Contract Counterparty shall not be obliged to take into account any VSR Response Notice received by the Waste ICC Contract Counterparty.

Voluntary GGR Credit Restrictions during Voluntary Scheme Review

- 1.6 Notwithstanding the issue of a Voluntary Scheme Review Notice by the Waste ICC Contract Counterparty:
- (A) the Voluntary GGR Credit Restriction set out in paragraph 1.1(A) (*General Restrictions*) of Part A (*General Restrictions*) shall remain in effect in respect of the Acceptable Voluntary Scheme(s) until the VSR Implementation Date; and
 - (B) the Voluntary GGR Credit Restrictions set out in paragraph 1.1(B) (*General Restrictions*) of Part A (*General Restrictions*) shall remain in effect in respect of the Acceptable Voluntary Scheme(s) until the date on which a Voluntary Scheme Accreditation Notice in respect of such Acceptable Voluntary Scheme(s) is issued by the Emitter in accordance with paragraph 3 (*Notification of Accreditation by Acceptable Voluntary Scheme(s)*) of Part B (*Voluntary Scheme Review*).

Notification of outcome of Voluntary Scheme Review

- 1.7 The Waste ICC Contract Counterparty shall issue a notice to the Emitter (the "**VSR Outcome Notice**") as soon as reasonably practicable following the conclusion of the Voluntary Scheme Review. The VSR Outcome Notice shall:
- (A) set out:
 - (i) the list of Acceptable Voluntary Schemes (if any);
 - (ii) any additional conditions determined in accordance with paragraph 1.2(B); and
 - (iii) if applicable, the Fallback Price; and
 - (B) specify the date from which the relevant Voluntary Scheme Review Proposal is to take effect (the "**VSR Implementation Date**").
- 1.8 No later than the date which is six (6) months after each VSR Implementation Date, the Waste ICC Contract Counterparty shall issue a written notice to the Emitter (a "**VSR Extension Condition Evidence Notice**") specifying the evidence the Emitter must provide in respect of each of the Acceptable Voluntary Scheme(s) to which the VSR Implementation Date relates in order for the Waste ICC Contract Counterparty to assess whether the GGR Credits Extension Condition Threshold has been met.

Notification of update to the list of Acceptable Voluntary Schemes

- 1.9 The Waste ICC Contract Counterparty may, at any time after the issuance of the VSR Outcome Notice, issue a notice to the Emitter (the "**Acceptable Voluntary Schemes Amendment Notice**") which may set out, in the Waste ICC Contract Counterparty's sole and absolute discretion:
- (A) any Voluntary Schemes to be added to the list of Acceptable Voluntary Schemes set out in the VSR Outcome Notice (the "**Additional Acceptable Voluntary Schemes**");
 - (B) any additional conditions (including any amendments to the Fallback Price which shall apply unless and until a fallback price is set out by the Waste ICC Contract Counterparty in the CSR Outcome Notice) that must be complied with by the Emitter in order to:
 - (i) continue to participate in any Acceptable Voluntary Scheme set out in the VSR Outcome Notice; and/or
 - (ii) participate in any Additional Acceptable Voluntary Scheme;
 - (C) any Voluntary Scheme to be removed from the list of Acceptable Voluntary Schemes such that the relevant Voluntary Scheme no longer constitutes an Acceptable Voluntary Scheme; and
 - (D) the date from which the amendments set out in paragraphs 1.9(A), 1.9(B) and 1.9(C) are to take effect, such date being:
 - (i) if paragraph 1.9(A) or 1.9(B)(ii) apply, no earlier than the date on which the relevant Additional Acceptable Voluntary Scheme has been established and becomes applicable to GGR Credits; or
 - (ii) if paragraph 1.9(B)(i) or 1.9(C) apply, no earlier than the date which is six (6) Months after the date on which the Waste ICC Contract Counterparty issues the relevant Acceptable Voluntary Schemes Amendment Notice.
- 1.10 Paragraph 1.9(C) shall be without prejudice to any right of the Emitter to hold, sell, trade, transfer, forfeit or surrender any Voluntary GGR Credits which relate to a Removed Voluntary Scheme in accordance with this Annex 12 (*Greenhouse Gas Removal Credits*), provided that such Voluntary GGR Credits have been issued on or prior to the relevant date(s) set out by the Waste ICC Contract Counterparty in the relevant Acceptable Voluntary Schemes Amendment Notice pursuant to paragraph 1.9(D)(ii).
- 1.11 The Parties acknowledge and agree that the Waste ICC Contract Counterparty may only issue an Acceptable Voluntary Schemes Amendment Notice pursuant to paragraph 1.9 if the Waste ICC Contract Counterparty has set out one (1) or more Acceptable Voluntary Scheme(s) in a VSR Outcome Notice in accordance with paragraph 1.7.
2. **NOTIFICATION OF PARTICIPATION IN ACCEPTABLE VOLUNTARY SCHEME(S)**
- 2.1 The Emitter shall at any time after receipt of:
- (A) the VSR Outcome Notice, notify the Waste ICC Contract Counterparty if it intends to participate in one (1) or more Acceptable Voluntary Schemes and, if so, specify in which one (1) or more Acceptable Voluntary Schemes it intends to participate; and
 - (B) an Acceptable Voluntary Schemes Amendment Notice, notify the Waste ICC Contract Counterparty if it intends to participate in one (1) or more Additional Acceptable

Voluntary Schemes and, if so, specify in which one (1) or more Additional Acceptable Voluntary Schemes it intends to participate

(in each case, a **"Voluntary Scheme Participation Notice"**).

3. **NOTIFICATION OF ACCREDITATION BY ACCEPTABLE VOLUNTARY SCHEME(S)**

- 3.1 The Emitter shall, within five (5) Business Days of receipt of confirmation by an Acceptable Voluntary Scheme that the Emitter has become certified or accredited for that Acceptable Voluntary Scheme, notify the Waste ICC Contract Counterparty that it has become certified or accredited by such Acceptable Voluntary Scheme (a **"Voluntary Scheme Accreditation Notice"**).
- 3.2 The Voluntary Scheme Accreditation Notice shall specify the date on which the Emitter became certified or accredited for the Acceptable Voluntary Scheme and include Supporting Information to evidence such certification or accreditation for the Acceptable Voluntary Scheme.

4. **VOLUNTARY SCHEME RESTRICTIONS**

- 4.1 The Emitter shall not:
- (A) enter into, facilitate or participate in, whether directly or indirectly, any sale, trade or transfer of Voluntary GGR Credits to any Linked Entity (a **"Restricted Voluntary GGR Transfer"**); or
 - (B) forfeit or surrender any Voluntary GGR Credits (a **"Restricted Voluntary GGR Surrender"**).
- 4.2 Paragraph 4.1 shall be without prejudice to any right of the Waste ICC Contract Counterparty to receive all revenue attributable to any Restricted Voluntary GGR Transfer, Restricted Voluntary GGR Surrender or their consequences.
- 4.3 Without prejudice to paragraph 4.1, promptly on becoming aware of any Restricted Voluntary GGR Transfer and/or any Restricted Voluntary GGR Surrender, the Emitter shall:
- (A) inform the Waste ICC Contract Counterparty and provide it with full, written details thereof; and
 - (B) pay to the Waste ICC Contract Counterparty an amount (*expressed in pounds (£)*) (calculated on a gross basis before tax and any other deductions) equal to all revenue attributable to any Restricted Voluntary GGR Transfer and/or Restricted Voluntary GGR Surrender in accordance with Condition 13.4 (*Payment from Emitter*).

5. **VOLUNTARY SCHEME REVIEW DISPUTES**

The Emitter acknowledges and agrees that it may not raise any Dispute with respect to the VSR Outcome Notice or with respect to any other determination made by the Waste ICC Contract Counterparty under this Part B (*Voluntary Scheme Review*).

Part C
Compliance Scheme Review and Fallback Price Review

1. COMPLIANCE SCHEME REVIEW

Undertaking of the Compliance Scheme Review

1.1 Subject to paragraph 1.2, the Waste ICC Contract Counterparty may, in its sole and absolute discretion, conduct a Compliance Scheme Review at any time after:

- (A) the replacement or repeal of, or an amendment to, the UK Emissions Trading Scheme (or the enactment of a new UK emissions credit issuing scheme) has been proposed or effected by the relevant Competent Authority which will result in the relevant emissions credit issuing scheme being applicable to GGR Credits; or
- (B) it determines that a regulatory scheme other than an emissions credit issuing scheme referred to in paragraph 1.1(A) has been proposed or effected by the relevant Competent Authority which will result in the relevant regulatory scheme being applicable to GGR Credits,

(each a **"CSR Trigger"**).

1.2 The Waste ICC Contract Counterparty shall be obliged to conduct a Compliance Scheme Review if the Emitter demonstrates to the satisfaction of the Waste ICC Contract Counterparty that it is or will be obliged by any Law to participate in a Compliance Scheme.

Purpose of the Compliance Scheme Review

1.3 If the Waste ICC Contract Counterparty elects (or is required) to conduct a Compliance Scheme Review, then the purpose of such Compliance Scheme Review shall be to determine:

- (A) any Compliance Scheme (or any aspects of a Compliance Scheme) in which the Emitter shall be entitled to participate (if any, unless the Emitter has demonstrated to the satisfaction of the Waste ICC Contract Counterparty that it is obliged by any Law to participate in a Compliance Scheme, in which case the Emitter shall be allowed by the Waste ICC Contract Counterparty to participate into such Compliance Scheme) (the **"Acceptable Compliance Scheme"**);
- (B) the Fallback Price which shall:
 - (i) apply from the CSR Implementation Date; and
 - (ii) comply with the Fallback Price Principles.

In applying the Fallback Price Principles to the determination of the Fallback Price, the Waste ICC Contract Counterparty may (without limitation) take into consideration the following:

- (a) any applicable price sources;
- (b) the application of any weighting (whether by volume or number of trades) with respect to any price sources to be used in the calculation of the Fallback Price;
- (c) the methodology for calculating the Fallback Price;

- (d) any consequential changes to Condition 10 (*Monthly GGR Credit Revenue Payment*), Condition 39.14 (*Contract End GGR Credit Revenue Payment*), Condition 39.15 (*Contract End GGR Credit Revenue Payment*) and this Annex 12 which are necessary to give effect to any of the foregoing; and
 - (e) whether the Carbon Reference Price complies with the Fallback Price Principles, in which case the Waste ICC Contract Counterparty may determine that the Carbon Reference Price shall be the Fallback Price; and
- (C) in the Waste ICC Contract Counterparty's sole and absolute discretion, any conditions that must be complied with by the Emitter in order to be permitted to participate in an Acceptable Compliance Scheme including, but not limited to, any additional conditions relating to:
- (i) any Compliance GGR Credit Revenue Auditor's Report which is to be provided to the Waste ICC Contract Counterparty in accordance with paragraphs 1.4 and 1.5 of Section 2 of Part F (*Reporting, Audit and Reconciliation*); and
 - (ii) any GGR Acceptable Collateral which must be transferred, delivered or procured, by the Emitter in accordance with Part G (*Accumulated GGR Credits: Security and Enforcement*),

(each a "**Compliance Scheme Review Proposal**").

- 1.4 If the Waste ICC Contract Counterparty considers that it is not possible to determine the Fallback Price in a manner which will be compliant with all of the Fallback Price Principles, the Waste ICC Contract Counterparty shall assess which Fallback Price should be effected in order to comply with the greatest number of Fallback Price Principles. If there are two (2) or more Fallback Prices that comply with the same number of Fallback Price Principles, then the Waste ICC Contract Counterparty shall assess which Fallback Price should be effected in order to comply with the Fallback Price Principles Prioritisation.

Notification of Compliance Scheme Review

- 1.5 Where the Waste ICC Contract Counterparty elects to conduct a Compliance Scheme Review, the Waste ICC Contract Counterparty shall issue a notice to the Emitter (a "**Compliance Scheme Review Notice**"). A Compliance Scheme Review Notice shall:
- (A) specify the CSR Trigger which has occurred;
 - (B) specify the date on which the Compliance Scheme Review shall commence; and
 - (C) specify a deadline by which the Emitter may provide a CSR Response Notice, such deadline to be not less than ten (10) Business Days after the date on which the Compliance Scheme Review Notice is received by the Emitter (the "**CSR Response Deadline**").
- 1.6 The Emitter may, as soon as reasonably practicable but no later than the CSR Response Deadline, issue a notice to the Waste ICC Contract Counterparty which:
- (A) shall include all of the Supporting Information which the Emitter considers the Waste ICC Contract Counterparty should take into account of when conducting the Compliance Scheme Review; and

- (B) may include proposals from the Emitter with respect to the manner in which the CSR Trigger should be addressed (including any proposals regarding the Fallback Price which the Emitter considers should be effected),

(the "**CSR Response Notice**").

1.7 When conducting the Compliance Scheme Review, the Waste ICC Contract Counterparty shall not be obliged to take into account any CSR Response Notice except where:

- (A) the Supporting Information and the relevant proposals from the Emitter relate to the manner in which the Fallback Price should be determined; and
- (B) such CSR Response Notice is received prior to the CSR Response Deadline.

GGR Credit Restrictions during Compliance Scheme Review

1.8 Notwithstanding the issue of a Compliance Scheme Review Notice:

- (A) the Compliance GGR Credit Restriction set out in paragraph 1.2(A) (*General Restrictions*) of Part A (*General Restrictions*) shall remain in effect until the CSR Implementation Date; and
- (B) the Compliance GGR Credit Restrictions set out in paragraph 1.2(B) (*General Restrictions*) of Part A (*General Restrictions*) shall remain in effect until the date on which a Compliance Scheme Accreditation Notice is issued by the Emitter in accordance with paragraph 3 (*Notification of Accreditation by Acceptable Compliance Scheme(s)*) of Part C (*Compliance Scheme Review and Fallback Price Review*).

Notification of outcome of Compliance Scheme Review

1.9 The Waste ICC Contract Counterparty shall issue a notice to the Emitter (the "**CSR Outcome Notice**") as soon as reasonably practicable following the conclusion of the Compliance Scheme Review. The CSR Outcome Notice shall set out:

- (A) the outcome of the Compliance Scheme Review (including the Fallback Price);
- (B) if paragraph 1.4 applies:
 - (i) a summary of the reasons for the Waste ICC Contract Counterparty having determined that it is not possible to effect a Fallback Price which complies with all of the Fallback Price Principles; and
 - (ii) the Fallback Price Principles which the Waste ICC Contract Counterparty considers will be complied with by virtue of the Fallback Price being effected; and
- (C) specify the date from which any Compliance Scheme Review Proposals are to take effect which, subject to paragraph 5.9, shall be:
 - (i) in the case of Compliance Scheme Review Proposals relating to a CSR Trigger pursuant to paragraph 1.1(A), no earlier than the date on which the replacement or repeal of, or an amendment to, the UK Emissions Trading Scheme (or the enactment of a new UK emissions credit issuing scheme) has been effected by the relevant Competent Authority and the relevant emissions credit issuing scheme becomes applicable to GGR Credits; or

- (ii) in the case of Compliance Scheme Review Proposals relating to a CSR Trigger pursuant to paragraph 1.1(B), no earlier than the date on which the enactment of the relevant regulatory scheme has been effected by the relevant Competent Authority resulting in the regulatory scheme being applicable to GGR Credits,

(the "**CSR Implementation Date**").

- 1.10 No later than the date which is six (6) Months after each CSR Implementation Date, the Waste ICC Contract Counterparty shall issue a written notice to the Emitter (a "**CSR Extension Condition Evidence Notice**") specifying the evidence the Emitter must provide in respect of each of the Acceptable Compliance Scheme(s) to which the CSR Implementation Date relates in order for the Waste ICC Contract Counterparty to assess whether the GGR Credits Extension Condition Threshold has been met.

- 1.11 Paragraph 5 (*Fallback Price Review: Dispute Process*) shall apply to any Dispute relating to this paragraph 1 (*Compliance Scheme Review*).

2. **NOTIFICATION OF PARTICIPATION IN ACCEPTABLE COMPLIANCE SCHEME(S)**

The Emitter shall at any time after receipt of the CSR Outcome Notice, notify the Waste ICC Contract Counterparty if it intends to participate in one (1) or more Acceptable Compliance Schemes and, if so, specify in which one (1) or more Acceptable Compliance Schemes it intends to participate (a "**Compliance Scheme Participation Notice**").

3. **NOTIFICATION OF ACCREDITATION BY ACCEPTABLE COMPLIANCE SCHEME(S)**

- 3.1 The Emitter shall, within five (5) Business Days of receipt of confirmation by an Acceptable Compliance Scheme that the Emitter has become certified or accredited for that Acceptable Compliance Scheme, notify the Waste ICC Contract Counterparty that it has become certified or accredited by such Acceptable Compliance Scheme (a "**Compliance Scheme Accreditation Notice**").

- 3.2 The Compliance Scheme Accreditation Notice shall specify the date on which the Emitter became certified or accredited for the Acceptable Compliance Scheme and include Supporting Information to evidence such certification or accreditation for the Acceptable Compliance Scheme.

4. **FALLBACK PRICE REVIEW**

Undertaking of the Fallback Price Review

- 4.1 Once an initial Fallback Price has been determined pursuant to a Compliance Scheme Review, the Waste ICC Contract Counterparty:

(A) may conduct a review of the Fallback Price (a "**Fallback Price Review**") if:

- (i) it determines that the current Fallback Price contravenes one (1) or more of the Fallback Price Principles which the Waste ICC Contract Counterparty considers would be complied with if an alternative Fallback Price were effected; or
- (ii) an alternative Fallback Price complies with a greater number of Fallback Price Principles than the current Fallback Price; and

(B) shall conduct a Fallback Price Review if:

- (i) the Fallback Price Principles Request Criterion is satisfied; or

- (ii) the price sources used in the calculation of the Fallback Price either:
 - (a) cease to be available to the Waste ICC Contract Counterparty on commercially reasonable terms; or
 - (b) cease to exist,

(each a "**Fallback Price Review Trigger**").

4.2 If the Emitter considers that:

- (A) the current Fallback Price contravenes one (1) or more of the Fallback Price Principles which would be complied with if an alternative Fallback Price were effected; or
- (B) an alternative Fallback Price complies with a greater number of Fallback Price Principles than the current Fallback Price,

the Emitter may issue a notice to the Waste ICC Contract Counterparty requesting the Waste ICC Contract Counterparty undertake a Fallback Price Review (a "**Fallback Price Principles Request Notice**"). A Fallback Price Principles Request Notice:

- (i) shall specify which of the Fallback Price Principle(s) the Emitter believes the current Fallback Price does not comply with;
- (ii) may include proposals from the Emitter with respect to the manner in which the non-compliance with the Fallback Price Principles should be addressed (including any proposals regarding the Fallback Price which the Emitter considers should be effected); and
- (iii) shall include Supporting Information, in reasonable detail, which the Emitter considers to be relevant to and supportive of the matters referred to in paragraph 4.2(B)(i) and paragraph 4.2(B)(ii).

4.3 For the purposes of paragraph 4.1(B)(i), the "**Fallback Price Principles Request Criterion**" is that thirty per cent. (30%) or more of the ICC Emitters who have issued a Compliance Scheme Accreditation Notice have given the Waste ICC Contract Counterparty a Fallback Price Principles Request Notice in any period of ten (10) consecutive Business Days. For the purposes of determining whether the Fallback Price Principles Request Criterion is satisfied during this period, the Waste ICC Contract Counterparty shall calculate the number of ICC Emitters who have given a Fallback Price Principles Request Notice as a percentage of the total number of ICC Emitters who have issued a Compliance Scheme Accreditation Notice as at the date of the Fallback Price Principles Request Notice.

4.4 The Emitter acknowledges and agrees that its Fallback Price Principles Request Notice shall be invalid and of no effect if the Fallback Price Principles Request Criterion in relation to that Fallback Price Principles Request Notice is not satisfied.

4.5 The Waste ICC Contract Counterparty shall notify the Emitter no later than fifteen (15) Business Days after the Fallback Price Principles Request Criterion has been met.

Notification of Fallback Price Review

4.6 If the Waste ICC Contract Counterparty is required or elects to conduct a Fallback Price Review pursuant to paragraph 4.1(A) or paragraph 4.1(B), then:

- (A) the purpose of such Fallback Price Review shall be to determine whether:
 - (i) the current Fallback Price contravenes one (1) or more of the Fallback Price Principles which would be complied with by effecting an alternative Fallback Price;
 - (ii) an alternative Fallback Price complies with a greater number of Fallback Price Principles than the current Fallback Price; or
 - (iii) the current Fallback Price should be maintained on the basis that an alternative Fallback Price does not satisfy paragraphs 4.6(A)(i) or 4.6(A)(ii),

(each a **"Fallback Price Review Proposal"**); and

- (B) the Waste ICC Contract Counterparty shall issue a notice to the Emitter (a **"Fallback Price Review Notice"**) after the relevant Fallback Price Review Trigger has occurred. A Fallback Price Review Notice shall specify:
 - (i) the Fallback Price Review Trigger which has occurred;
 - (ii) the date on which the Fallback Price Review shall commence; and
 - (iii) a deadline by which the Emitter may provide a Fallback Price Review Response Notice, such deadline to be no less than ten (10) Business Days after the date on which the Fallback Price Review Notice is received by the Emitter (the **"Fallback Price Review Response Deadline"**).

4.7 The Emitter may, as soon as reasonably practicable and in any case no later than the Fallback Price Review Response Deadline, issue a notice to the Waste ICC Contract Counterparty (the **"Fallback Price Review Response Notice"**). A Fallback Price Review Response Notice:

- (A) shall include all of the Supporting Information which the Emitter considers the Waste ICC Contract Counterparty should take into account of in conducting the Fallback Price Review; and
- (B) may include proposals from the Emitter with respect to the manner in which the Fallback Price Review Trigger should be addressed.

4.8 The Waste ICC Contract Counterparty shall not be obliged to take into account any Fallback Price Review Response Notice received by the Waste ICC Contract Counterparty after the Fallback Price Review Response Deadline.

Fallback Price effective during the Fallback Price Review

4.9 The current Fallback Price shall remain in effect until the Fallback Price Review Implementation Date.

Notification of outcome of Fallback Price Review

4.10 The Waste ICC Contract Counterparty shall issue a notice to the Emitter which sets out the outcome of the Fallback Price Review (the **"Fallback Price Review Outcome Notice"**) as soon as reasonably practicable following the conclusion of the Fallback Price Review. The Fallback Price Review Outcome Notice shall:

- (A) include a determination from the Waste ICC Contract Counterparty as to whether an alternative Fallback Price is required based on the outcome of the Fallback Price Review; and

- (B) if an alternative Fallback Price is required, include:
- (i) the Fallback Price that shall be applicable from the Fallback Price Review Implementation Date; and
 - (ii) the date upon which such alternative Fallback Price is to take effect such date being, subject to paragraph 5.9, no earlier than twenty (20) Business Days after the date on which the Fallback Price Review Outcome Notice is issued (or such other earlier date as may be agreed by the Parties) (the "**Fallback Price Review Implementation Date**").

Fallback Price Review: Disputes

- 4.11 Paragraph 5 (*Fallback Price Review: Dispute Process*) shall apply to any Dispute relating to this paragraph 3 (*Fallback Price Review*).
- 4.12 Subject to paragraph 5.10, the Fallback Price set out in the Fallback Price Review Outcome Notice shall take effect on the Fallback Price Review Implementation Date.

5. FALLBACK PRICE REVIEW: DISPUTE PROCESS

Fallback Price Dispute Threshold Criterion

- 5.1 For the purposes of this paragraph 5 (*Fallback Price Review: Dispute Process*), the "**Fallback Price Dispute Threshold Criterion**" is that thirty per cent. (30%) or more of the ICC Emitters who have issued a Compliance Scheme Accreditation Notice have given the Waste ICC Contract Counterparty a Fallback Price Dispute Notice prior to the Fallback Price Dispute Deadline. For the purposes of determining whether the Fallback Price Dispute Threshold Criterion is satisfied, the Waste ICC Contract Counterparty shall calculate the number of ICC Emitters who have given a Fallback Price Dispute Notice as a percentage of the total number of ICC Emitters who have issued a Compliance Scheme Accreditation Notice.

Fallback Price Expert Appointment Threshold

- 5.2 For the purposes of paragraphs 5.8(E)(i) and 5.8(E)(ii), the "**Fallback Price Expert Appointment Threshold**" is that thirty per cent. (30%) or more of the ICC Emitters who have issued a Compliance Scheme Accreditation Notice have consented, or not objected in writing, to both the identity and the terms of reference of the Proposed Fallback Price Expert. For the purposes of determining whether the Fallback Price Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall calculate the number of ICC Emitters who have consented or have been deemed to have consented to the Proposed Fallback Price Expert as a percentage of the total number of ICC Emitters who have issued a Compliance Scheme Accreditation Notice.

Procedure for raising a Dispute

- 5.3 The Emitter may, no later than twenty (20) Business Days after receipt of:
- (A) a CSR Outcome Notice; or
 - (B) a Fallback Price Review Outcome Notice,
- (the "**Fallback Price Dispute Deadline**"),
- issue a notice to the Waste ICC Contract Counterparty that it wishes to raise a Dispute in relation to the outcome of such Compliance Scheme Review or Fallback Price Review (as applicable) (a "**Fallback Price Dispute Notice**" and any such Emitter, a "**Fallback Price**

Dispute Emitter"). Each Fallback Price Dispute Notice shall comply with the requirements of a Dispute Notice as specified in Condition 44.3(A) to Condition 44.3(H) (*Outline of Dispute Resolution Procedure*) (inclusive).

Validity of Fallback Price Dispute Notices

- 5.4 The Emitter acknowledges and agrees that all Fallback Price Dispute Notices shall be invalid and of no effect if the Fallback Price Dispute Threshold Criterion in respect of the relevant Fallback Price Dispute is not satisfied.
- 5.5 The Waste ICC Contract Counterparty shall notify the Emitter no later than twenty (20) Business Days after the date on which the Fallback Price Dispute Threshold Criterion has been satisfied (irrespective of whether or not the Emitter is a Fallback Price Dispute Emitter) (a **"Fallback Price Dispute Validity Notice"**). A Fallback Price Dispute Validity Notice shall:
- (A) include a proposal as to the identity, and terms of reference, of an Expert to determine the Fallback Price Dispute (the **"Proposed Fallback Price Expert"**) and details of the relevant expertise that the Waste ICC Contract Counterparty considers qualifies the Proposed Fallback Price Expert to determine such Fallback Price Dispute, being a person fulfilling the requirements of Condition 46.2 (*Expert Determination Procedure*) and having no conflict of interest which prevents the Proposed Fallback Price Expert from determining the Fallback Price Dispute;
 - (B) comply with the requirements of an Expert Determination Notice as specified in Condition 46.1 (*Expert Determination Procedure*); and
 - (C) comply with the requirements of a Consolidation Request as specified in Condition 48.2 (*Consolidation of Connected Disputes*).

Permitted bases of Dispute: Compliance Scheme Review

- 5.6 For the purposes of paragraph 5.3, the Emitter acknowledges and agrees that:
- (A) it may only raise a Dispute with respect to the outcome of the Compliance Scheme Review or the Fallback Price Review (as applicable) if:
 - (i) only to the extent that it relates to the determination of the Fallback Price, the Emitter considers that a CSR Trigger or a Fallback Price Review Trigger (as applicable) has not occurred;
 - (ii) only to the extent that it relates to the determination of the Fallback Price, it believes that the Waste ICC Contract Counterparty has acted unreasonably in failing to pay due regard to the Supporting Information which the Emitter requested the Waste ICC Contract Counterparty take into account when undertaking the Compliance Scheme Review or the Fallback Price Review (as set out in its CSR Response Notice or its Fallback Price Review Response Notice (as applicable));
 - (iii) the Waste ICC Contract Counterparty has proposed a Fallback Price (or a revised Fallback Price) and the Emitter considers that such Fallback Price contravenes one (1) or more of the Fallback Price Principles; or

- (iv) the Waste ICC Contract Counterparty has proposed a Fallback Price on the basis contemplated by paragraph 1.4 and the Emitter considers that either:
 - (a) the Fallback Price contravenes one (1) of the Fallback Price Principles which the Waste ICC Contract Counterparty considers would be complied with if an alternative Fallback Price were effected; or
 - (b) an alternative Fallback Price complies with a greater number of Fallback Price Principles than the Fallback Price contained within the Compliance Scheme Review Proposals; and
- (B) any Fallback Price Dispute Notice which is based upon grounds other than those specified in this paragraph 5.6 shall be invalid and of no effect.

Resolution of valid Fallback Price Disputes

5.7 If:

- (A) the Fallback Price Dispute Threshold Criterion is satisfied in respect of any Fallback Price Dispute; and
- (B) the relevant Fallback Price Dispute complies with paragraph 5.6,

then such Fallback Price Dispute shall be finally resolved in accordance with paragraph 5.8.

5.8 If paragraph 5.7 applies to any Fallback Price Dispute:

- (A) Condition 45 (*Resolution by Senior Representatives*) shall not apply to such Fallback Price Dispute;
- (B) no agreement between the Emitter and the Waste ICC Contract Counterparty to settle the relevant Fallback Price Dispute shall be valid and binding unless and until such resolution is agreed with all ICC Emitters who have issued a Compliance Scheme Accreditation Notice;
- (C) the Arbitration Procedure shall not apply to such Fallback Price Dispute;
- (D) the Emitter agrees not to raise any objection to the consolidation of such Fallback Price Dispute in accordance with Condition 48 (*Consolidation of Connected Disputes*);
- (E) the Expert Determination Procedure shall apply to such Fallback Price Dispute on the basis that:
 - (i) if the Fallback Price Expert Appointment Threshold is met, the Waste ICC Contract Counterparty shall be deemed to have satisfied the requirements of, and to have given an Expert Determination Notice pursuant to, Condition 46.1 (*Expert Determination Procedure*) and the Parties will be deemed to have agreed to both the identity and the terms of reference of the Proposed Fallback Price Expert;
 - (ii) if the Fallback Price Expert Appointment Threshold is not met:
 - (a) the Waste ICC Contract Counterparty may, within ten (10) Business Days, either:
 - (1) make an alternative proposal as to the identity of an Expert to determine the Fallback Price Dispute, in which case paragraphs

5.5(A) and 5.8(E)(i), and this paragraph 5.8(E)(ii)(a)(1), shall apply to such proposed Expert as if that Expert were a Proposed Fallback Price Expert; or

- (2) request the LCIA to nominate an Expert for the purposes of determining the Fallback Price Dispute in accordance with Condition 46.4 (*Expert Determination Procedure*); and
- (b) the terms of reference of the Proposed Fallback Price Expert (or any Expert nominated by the LCIA pursuant to paragraph 5.8(E)(ii)(a)(2)) shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any ICC Emitter in relation to the Fallback Price), and shall be binding on the Parties, provided that such terms of reference are sufficiently broad to enable the Expert to determine the Fallback Price Dispute;
- (iii) if the Waste ICC Contract Counterparty and the ICC Emitters fail to agree on the terms of appointment of the Expert within ten (10) Business Days of the identity of the Expert having been agreed (or deemed to have been agreed) pursuant to paragraph 5.8(E)(i) or having been nominated by the LCIA pursuant to paragraph 5.8(E)(ii)(a)(2), such terms shall be determined by the Waste ICC Contract Counterparty in its sole and absolute discretion (having regard to any submissions made to it by any ICC Emitter in relation to the Fallback Price), and shall be binding on the Parties, provided that the terms of appointment comply with the requirements of paragraph 5.8(E)(iii), Condition 46.5(B) and Condition 46.5(C) (*Expert Determination Procedure*);
- (iv) Condition 46.5 (*Expert Determination Procedure*) shall be deemed to have been modified such that the Parties shall use reasonable endeavours to procure that the terms of appointment of the Expert prohibit the Expert from disclosing any Supporting Information disclosed or delivered by:
 - (a) the Emitter to the Expert in consequence of, or in respect of, their appointment as the Expert to any other ICC Emitter or the Waste ICC Contract Counterparty; or
 - (b) the Waste ICC Contract Counterparty to the Expert in consequence of, or in respect of, their appointment as the Expert to any ICC Emitter (including the Emitter);
- (v) the Expert will be instructed, in establishing or modifying the procedure for the determination of the Fallback Price Dispute, to afford the Emitter an opportunity to make submissions in respect of the Fallback Price Dispute irrespective of whether or not the Emitter is a Fallback Price Dispute Emitter;
- (vi) if the circumstances described in Condition 46.8 (*Expert Determination Procedure*) arise, paragraphs 5.5(A), 5.8(E)(i) and 5.8(E)(ii) shall apply, with the necessary modifications, to the appointment of a replacement Expert;
- (vii) for the purposes of Condition 46.12 (*Expert Determination Procedure*), the Expert shall be: (i) required to include in their determination provision for the allocation of their fees and the costs and expenses of the Waste ICC Contract Counterparty among each of the Fallback Price Dispute Emitters in such manner as the Expert, in their absolute discretion, determines is fair and equitable if the Expert makes a determination against the Fallback Price Dispute Emitters; and (ii) permitted to allocate their fees and the costs and expenses of the Waste ICC

Contract Counterparty in such manner as the Expert determines is fair and equitable if the Expert makes a determination in favour of the Fallback Price Dispute Emitters; and

- (viii) the Expert shall, notwithstanding any other provision of the Expert Determination Procedure, be instructed to reach a determination which is to be applied to all CCUS Programme ICC Contracts;
- (F) the Emitter acknowledges and agrees that the determination of the Expert in any Fallback Price Dispute shall be applied to all CCUS Programme ICC Contracts, irrespective of whether or not the Emitter was a party to the Fallback Price Dispute giving rise to that determination;
- (G) if the Fallback Price Dispute falls within paragraph 5.6(A)(iii) or 5.6(A)(iv)(a), the Expert shall be instructed to determine whether the Fallback Price contravenes the Fallback Price Principles (or such of the Fallback Price Principles as were specified by the Waste ICC Contract Counterparty as being complied with by the proposed implementation of the Fallback Price) and, if the Expert finds in favour of the Emitter, to include within their determination: (i) the Fallback Price which will comply with all of the Fallback Price Principles; or (ii) if the Expert considers that it is not possible to effect any Fallback Price in a manner which will comply with all of the Fallback Price Principles, the Fallback Price which will comply with the greatest number of Fallback Price Principles;
- (H) if the Fallback Price Dispute falls within paragraph 5.6(A)(iv)(b), the Expert shall be instructed to determine whether the Fallback Price proposed by the Emitter would comply with a greater number of Fallback Price Principles than the Fallback Price contained within the Compliance Scheme Review Proposals or the Fallback Price Review Outcome Notice (as applicable) and, if the Expert finds in favour of the Emitter, to stipulate the Fallback Price which will comply with the greatest number of Fallback Price Principles; and
- (I) notwithstanding paragraphs 5.8(G) and 5.8(H), the Expert shall not be permitted to include within their determination any alternative Fallback Price to those contained within the Compliance Scheme Review Proposals or the Fallback Price Review Outcome Notice (as applicable) unless such proposals or notice contravene one (1) or more principles and the Expert has determined that there is a Fallback Price which will comply with a greater number of Fallback Price Principles than the Fallback Price contained within the Compliance Scheme Review Proposals or the Fallback Price Review Outcome Notice (as applicable) and, as such, the Expert's role shall not extend to an assessment of whether the Fallback Price represents an optimal solution in the context of the parameters contemplated by the Fallback Price Principles.

Provisions applying pending resolution of a Fallback Price Dispute

- 5.9 If there is a valid Fallback Price Dispute requiring resolution in accordance with the provisions of paragraphs 5.2 to 5.8 then, pending resolution of such Fallback Price Dispute, paragraph 5.10 shall apply.
- 5.10 If there is a valid Fallback Price Dispute relating to:
 - (A) the Compliance Scheme Review:
 - (i) the relevant CSR Outcome Notice shall be deemed to be valid and effective and the Compliance Scheme Review Proposals shall apply with effect from the CSR Implementation Date; and

- (ii) if the Expert finds in favour of the Emitter, the Compliance Scheme Review Proposals provided for in the determination of such Expert shall be implemented on a date falling no earlier than twenty (20) Business Days after the date on which the Expert has made their determination; or
- (B) a Fallback Price Review:
 - (i) the relevant Fallback Price Review Outcome Notice shall be deemed to be valid and effective and the Fallback Price Review Proposals shall apply with effect from the Fallback Price Review Implementation Date; and
 - (ii) if the Expert finds in favour of the Emitter, the Fallback Price Review Proposals provided for in the determination of such Expert shall be implemented on a date falling no earlier than twenty (20) Business Days after the date on which the Expert has made their determination.

Part D
Fallback Price Principles

1. Fallback Price Principles

1.1 The following are the "Fallback Price Principles":

- (A) Save in respect of a CSR Trigger or a Fallback Price Review Trigger that has led to the introduction of separate:
 - (i) emissions credit issuing schemes; or
 - (ii) regulatory markets,

within the separate constituent countries of the United Kingdom, the calculation of the Fallback Price shall:

 - (a) be the same for all CCUS Programme ICC Contracts; and
 - (b) reflect the value of one (1) metric tonne of CO₂ equivalent (CO₂e) removal (as defined by the issuing market in whatever form such market takes).
- (B) The Fallback Price shall be calculated using a price source which reflects a volume of trades that represents a diverse range of market participants when compared with other available price sources (if any).
- (C) The Fallback Price shall be calculated so as not to unduly dilute, disrupt or otherwise distort components of the UK Emissions Trading Scheme (or any other emissions credit issuing scheme or regulatory market which allows the Emitter to monetise GGR Credits) that would, absent the existence of CCUS Programme ICC Contracts, contribute to the operational behaviour of participants in, and the pricing of allowances under, such scheme.
- (D) The Fallback Price shall be calculated using price sources which are available to the Waste ICC Contract Counterparty on commercially reasonable terms.
- (E) The Fallback Price calculation is to utilise price sources which satisfy the Fallback Price Source Quality Criteria.

2. Fallback Price Principles Prioritisation

If:

- (A) the application of any combination of the Fallback Price Principles gives rise to a conflict between one (1) or more of the Fallback Price Principles; or
- (B) it is not possible for a methodology for calculating the Fallback Price to satisfy all of the Fallback Price Principles,

then, as between the relevant Fallback Price Principle(s), the Fallback Price Principle first appearing in the list in paragraph 1.1 (*Fallback Price Principles*) shall be afforded priority as against the other relevant Fallback Price Principle(s).

Part E
GGR Credit Revenue

1. APPLICATION

- 1.1 This Part E sets out the basis upon which the Monthly GGR Credit Revenue shall be calculated for the purposes of the Monthly GGR Credit Revenue Payment which is to be effected in accordance with Condition 10 (*Monthly GGR Credit Revenue Payment*).

2. GGR CREDIT REVENUE

Monthly GGR Credit Revenue Payment

- 2.1 In relation to each OP Billing Period, the "**Monthly GGR Credit Revenue**" shall mean an amount (*expressed in pounds (£)*) equal to the sum of:
- (A) the Voluntary GGR Credit Sale Revenue;
 - (B) the Compliance GGR Credit Sale Revenue;
 - (C) the Compliance GGR Credit Surrender Revenue; and
 - (D) the Monthly Linked Entity Compliance GGR Credit Revenue.
- 2.2 The Monthly GGR Credit Revenue Payment shall be effected in accordance with Condition 10 (*Monthly GGR Credit Revenue Payment*).

Contract End GGR Credit Revenue

- 2.3 The "**Contract End GGR Credit Revenue Payment**" shall be ninety per cent. (90%) of the Accumulated GGR Credits Amount.
- 2.4 The Contract End GGR Credit Revenue Payment shall be effected in accordance with Condition 39.14 (*Contract End GGR Credit Revenue Payment*) and Condition 39.15 (*Contract End GGR Credit Revenue Payment*).

Part F
Reporting, Audit and Reconciliation

Section 1 - Restriction Period: Annual Audit Requirements

1. RESTRICTION PERIOD: ANNUAL AUDIT REQUIREMENTS

Voluntary GGR Confirmation and Compliance GGR Confirmation

1.1 With effect from the Start Date:

- (A) until a Voluntary Scheme Accreditation Notice is issued in accordance with paragraph 3 of Part B (*Voluntary Scheme Review*), the Emitter shall, in respect of each GGR Audit Year and by no later than the Annual GGR Reporting Deadline, submit to the Waste ICC Contract Counterparty, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) a Directors' Certificate certifying that the Emitter has complied with each Voluntary GGR Credit Restriction, GGO Instrument Restriction and GGR Credit Issuance Restriction (the "**Voluntary GGR Confirmation**"); and
- (B) until a Compliance Scheme Accreditation Notice is issued in accordance with paragraph 3 of Part C (*Compliance Scheme Review and Fallback Price Review*), the Emitter shall, in respect of each GGR Audit Year and by no later than the Annual GGR Reporting Deadline, submit to the Waste ICC Contract Counterparty, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably) a Directors' Certificate certifying that the Emitter has complied with each Compliance GGR Credit Restriction, GGO Instrument Restriction and GGR Credit Issuance Restriction (the "**Compliance GGR Confirmation**").

1.2 Each Voluntary GGR Confirmation and Compliance GGR Confirmation shall be accompanied by a Voluntary GGR Credit Restriction Auditor's Report or a Compliance GGR Credit Restriction Auditor's Report (as applicable).

1.3 If the Waste ICC Contract Counterparty considers that it requires Supporting Information in order to determine whether the Emitter has complied with each Voluntary GGR Credit Restriction and/or Compliance GGR Credit Restriction (as applicable), the Waste ICC Contract Counterparty may request Supporting Information from the Emitter, such Supporting Information to be provided, in form and content satisfactory to the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than ten (10) Business Days after the Supporting Information is requested, or such longer period as is specified by the Waste ICC Contract Counterparty.

1.4 Each Voluntary GGR Credit Restriction Auditor's Report and/or Compliance GGR Credit Restriction Auditor's Report shall:

- (A) be prepared:
 - (i) by an independent Auditor in accordance with appropriate accounting standards (or any alternative agreed upon procedures that are agreed to by the Waste ICC Contract Counterparty, acting reasonably); and
 - (ii) at the Emitter's own cost and expense;
- (B) be addressed to both the Emitter and the Waste ICC Contract Counterparty; and
- (C) confirm that, on the basis of:
 - (i) the examination of the Emitter's books and accounts; and

(ii) information available in the public domain,

there is no evidence that:

- (a) in the case of the Voluntary GGR Credit Restriction Auditor's Report, the Emitter has not complied with each Voluntary GGR Credit Restriction, GGO Instrument Restriction and GGR Credit Issuance Restriction; and
- (b) in the case of the Compliance GGR Credit Restriction Auditor's Report, the Emitter has not complied with each Compliance GGR Credit Restriction, GGO Instrument Restriction and GGR Credit Issuance Restriction,

(a **"Voluntary GGR Credit Restriction Auditor's Report"** or a **"Compliance GGR Credit Restriction Auditor's Report"** (as applicable)).

- 1.5 The Emitter may submit a Voluntary GGR Credit Restriction Auditor's Report and a Compliance GGR Credit Restriction Auditor's Report together in the form of one (1) report.

Section 2 - Post Restriction Period: Monthly reporting, annual auditing and reconciliation requirements

1. POST-RESTRICTION PERIOD: MONTHLY REPORTING, ANNUAL AUDITING AND RECONCILIATION REQUIREMENTS

Monthly Reporting Requirements - Voluntary GGR Credits

1.1 With effect from the date on which a Voluntary Scheme Accreditation Notice is issued in accordance with paragraph 3 of Part B (*Voluntary Scheme Review*), the Emitter shall, no later than two (2) Business Days after the end of the relevant OP Billing Period (each a "**Monthly Voluntary GGR Reporting Deadline**"), submit to the Waste ICC Contract Counterparty in relation to that OP Billing Period and in form and content satisfactory to the Waste ICC Contract Counterparty:

(A) details of:

(i) any Voluntary GGR Credits issued to the Emitter including, for each Voluntary GGR Credit:

(a) details of the Acceptable Voluntary Scheme which issued such Voluntary GGR Credit;

(b) the date upon which each Voluntary GGR Credit was issued to the Emitter; and

(c) the tonnes of greenhouse gas removal (*expressed in tCO₂e*) and/or the tonnes of CO₂ removal (*expressed in tCO₂*) to which such Voluntary GGR Credits relate; and

(ii) any Voluntary GGR Credit Sale Revenue, including:

(a) the total number of Voluntary GGR Credits sold by the Emitter;

(b) the Achieved Voluntary GGR Credit Sales Price of any such Voluntary GGR Credits;

(c) the identity of such person or authority to which Voluntary GGR Credits have been sold; and

(d) the date(s) on which the Emitter sold such Voluntary GGR Credits;

(B) the total number of Voluntary GGR Credits which the Emitter has not sold on or before the last day of the relevant OP Billing Period;

(C) if the Waste ICC Contract Counterparty has issued a VSR Extension Condition Evidence Notice in accordance with paragraph 1.8 of Part B (*Voluntary Scheme Review*), any evidence that the Emitter must provide in respect of each of the Acceptable Voluntary Scheme(s) to which the VSR Implementation Date relates, as specified in any such VSR Extension Condition Evidence Notice, in order for the Waste ICC Contract Counterparty to assess whether the GGR Credits Extension Condition Threshold has been met; and

(D) Supporting Information relevant to the content of the Monthly Post-Restriction Voluntary GGR Data,

(the "**Monthly Post-Restriction Voluntary GGR Data**").

Monthly Reporting Requirements - Compliance GGR Credits

1.2 With effect from the date on which a Compliance Scheme Accreditation Notice is issued in accordance with paragraph 3 of Part C (*Compliance Scheme Review and Fallback Price Review*), the Emitter shall, by no later than two (2) Business Days after the end of the relevant OP Billing Period (each a **"Monthly Compliance GGR Reporting Deadline"**), submit to the Waste ICC Contract Counterparty in relation to that OP Billing Period and in form and content satisfactory to the Waste ICC Contract Counterparty:

(A) details of:

- (i) any Compliance GGR Credits issued to the Emitter including, for each Compliance GGR Credit:
 - (a) details of the Acceptable Compliance Scheme which issued such Compliance GGR Credit;
 - (b) the date upon which each Compliance GGR Credit was issued to the Emitter; and
 - (c) the tonnes of greenhouse gas removal (*expressed in tCO_{2e}*) and/or the tonnes of CO₂ removal (*expressed in tCO₂*) to which such Compliance GGR Credits relate;
- (ii) any Compliance GGR Credit Sale Revenue, including:
 - (a) the total number of Compliance GGR Credits sold by the Emitter to any person other than a Linked Entity;
 - (b) the Achieved Compliance GGR Credit Sales Price of any such Compliance GGR Credits;
 - (c) the identity of such person to which Compliance GGR Credits have been sold; and
 - (d) the date(s) on which the Emitter sold or transferred such Compliance GGR Credits;
- (iii) any Monthly Linked Entity Compliance GGR Credit Revenue including:
 - (a) the total number of Compliance GGR Credits sold or transferred by the Emitter to any Linked Entity; and
 - (b) the Achieved Compliance GGR Credit Sales Price of any such Compliance GGR Credits;
 - (c) the identity of such Linked Entity to which Compliance GGR Credits have been sold or transferred;
 - (d) the date(s) on which the Emitter sold or transferred such Compliance GGR Credits to each such Linked Entity; and
- (iv) any Compliance GGR Credit Surrender Revenue, including:
 - (a) the total number of Compliance GGR Credits surrendered by the Emitter under any Acceptable Compliance Scheme; and

- (b) the date(s) on which the Emitter surrendered such Compliance GGR Credits under any Acceptable Compliance Scheme;
- (B) the total number of Compliance GGR Credits which the Emitter has not sold, transferred or surrendered on or before the last day of the relevant OP Billing Period;
- (C) if the Waste ICC Contract Counterparty has issued a CSR Extension Condition Evidence Notice in accordance with paragraph 1.10 of Part C (*Compliance Scheme Review*), any evidence that the Emitter must provide in respect of each of the Acceptable Compliance Scheme(s) to which the CSR Implementation Date relates, as specified in any such CSR Extension Condition Evidence Notice, in order for the Waste ICC Contract Counterparty to assess whether the GGR Credits Extension Condition Threshold has been met; and such Supporting Information as the Emitter considers to be relevant to the content of the Monthly Post-Restriction Compliance GGR Data,

(the "**Monthly Post-Restriction Compliance GGR Data**").

1.3 The Monthly Post-Restriction Voluntary GGR Data and the Monthly Post-Restriction Compliance GGR Data shall be:

- (A) accompanied by a Directors' Certificate certifying such Monthly Post-Restriction Voluntary GGR Data and/or Monthly Post-Restriction Compliance GGR Data (as applicable); and
- (B) prepared at the cost and expense of the Emitter.

Annual audit requirements

1.4 With effect from the date on which:

- (A) a Voluntary Scheme Accreditation Notice is issued in accordance with paragraph 3 of Part B (*Voluntary Scheme Review*), the Emitter shall, in respect of each GGR Audit Year, submit to the Waste ICC Contract Counterparty no later than the relevant Annual GGR Reporting Deadline a Voluntary GGR Credit Revenue Auditor's Report, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably); and
- (B) a Compliance Scheme Accreditation Notice is issued in accordance with paragraph 3 of Part C (*Compliance Scheme Review and Fallback Price Review*), the Emitter shall, in respect of each GGR Audit Year, submit to the Waste ICC Contract Counterparty no later than the relevant Annual GGR Reporting Deadline a Compliance GGR Credit Revenue Auditor's Report, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably).

1.5 Each Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report shall:

- (A) be prepared:
 - (i) by an independent Auditor in accordance with accounting standards applicable at the time and the Reasonable and Prudent Standard; and
 - (ii) at the Emitter's own cost and expense;
- (B) be addressed to both the Emitter and the Waste ICC Contract Counterparty; and

- (C) confirm in relation to the relevant GGR Audit Year, on the basis of the examination of the Emitter's books and accounts and information available in the public domain:
- (i) in the case of the Voluntary GGR Credit Revenue Auditor's Report:
 - (a) the amount of:
 - (1) Voluntary GGR Credits issued to the Emitter (including the details of the relevant Acceptable Voluntary Scheme which issued such Voluntary GGR Credits), the tonnes of greenhouse gas removal (*expressed in tCO₂e*) and/or the tonnes of CO₂ removal (*expressed in tCO₂*) to which such Voluntary GGR Credits relate;
 - (2) Voluntary GGR Credits sold by the Emitter; and
 - (3) Accumulated Voluntary GGR Credits;
 - (b) that the statements and input data included in the Monthly Post-Restriction Voluntary GGR Data, (including any amounts, dates and formulaic calculations) are accurate in all material respects, including for the purposes of confirming any Monthly GGR Credit Revenue calculated during the relevant GGR Audit Year;
 - (c) that the Monthly Post-Restriction Voluntary GGR Data has been prepared in accordance with the Reasonable and Prudent Standard, including in respect of its logical integrity and arithmetical accuracy; and
 - (d) that there is no evidence that the Emitter has not complied with each GGO Instrument Restriction and GGR Credit Issuance Restriction; and
 - (ii) in the case of the Compliance GGR Credit Revenue Auditor's Report:
 - (a) the amount of:
 - (1) Compliance GGR Credits issued to the Emitter (including the details of the relevant Acceptable Compliance Scheme which issued such Compliance GGR Credits), the tonnes of greenhouse gas removal (*expressed in tCO₂e*) and the tonnes of CO₂ removal (*expressed in tCO₂*) to which such Compliance GGR Credits relate;
 - (2) Compliance GGR Credits sold by the Emitter (including a breakdown of the Compliance GGR Credits sold to Linked Entities);
 - (3) Compliance GGR Credits surrendered by the Emitter under any Acceptable Compliance Scheme; and
 - (4) Accumulated Compliance GGR Credits;
 - (b) that the statements and input data included in the Monthly Post-Restriction Compliance GGR Data, (including any amounts, dates and formulaic calculation) are accurate in all material respects, including for the purposes of confirming any Monthly GGR Credit Revenue calculated during the relevant GGR Audit Year;

- (c) that the Monthly Post-Restriction Compliance GGR Data has been prepared in accordance with the Reasonable and Prudent Standard, including in respect of its logical integrity and arithmetical accuracy; and
- (d) that there is no evidence that the Emitter has not complied with each GGO Instrument Restriction and GGR Credit Issuance Restriction,

(a **"Voluntary GGR Credit Revenue Auditor's Report"** or a **"Compliance GGR Credit Revenue Auditor's Report"** (as applicable)).

- 1.6 The Emitter may submit a Voluntary GGR Credit Revenue Auditor's Report and a Compliance GGR Credit Revenue Auditor's Report together in the form of one (1) report.

GGR Credit Revenue Auditor's Report Response Notice

- 1.7 The Waste ICC Contract Counterparty shall, no later than forty five (45) Business Days after receipt of a Voluntary GGR Credit Revenue Auditor's Report and/or a Compliance GGR Credit Revenue Auditor's Report (as applicable), issue a notice to the Emitter (a **"GGR Credit Revenue Auditor's Report Response Notice"**). A GGR Credit Revenue Auditor's Report Response Notice shall specify whether the Waste ICC Contract Counterparty:

- (A) accepts the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable);
- (B) does not accept the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable), giving reasons; or
- (C) requires the Emitter to provide (or procure that the Auditor provide) additional Supporting Information in relation to the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable) in order for the Waste ICC Contract Counterparty to determine whether or not it accepts the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable) and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires (the **"GGR Credit Revenue Auditor's Report Supporting Information"**).

- 1.8 If the Waste ICC Contract Counterparty states in a GGR Credit Revenue Auditor's Report Response Notice that:

- (A) it accepts the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable), such report shall apply for the purposes set out in this Annex 12, including in respect of any recalculation in accordance with paragraph 1.10(A) or paragraph 1.10(B) (as applicable);
- (B) it does not accept and disputes the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable):
 - (i) subject to paragraph (ii) below, the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable) provided by the Auditor shall apply for the purposes set out in this Annex 12, including in respect of any recalculation in accordance with paragraph 1.10(A) or paragraph 1.10(B) (as applicable); and
 - (ii) if a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure in respect of a Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as

applicable), such Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as amended by such resolution or determination) shall then apply for the purposes set out under this Annex 12, including in respect of any recalculation under paragraph 1.10(C); or

- (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether or not it accepts the Voluntary GGR Credit Revenue Auditor's Report and/or a Compliance GGR Credit Revenue Auditor's Report (as applicable) then:
 - (i) the Emitter shall provide the GGR Credit Revenue Auditor's Report Supporting Information to the Waste ICC Contract Counterparty as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the GGR Credit Revenue Auditor's Report Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) the Waste ICC Contract Counterparty shall, no later than thirty (30) Business Days after receipt of the GGR Credit Revenue Auditor's Report Supporting Information, give a further GGR Credit Revenue Auditor's Report Response Notice to the Emitter (a **"Further GGR Credit Revenue Auditor's Report Response Notice"**). A Further GGR Credit Revenue Auditor's Report Response Notice shall specify whether or not it accepts the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable).

1.9 Nothing in this Section 2 shall require the Waste ICC Contract Counterparty to specify in any GGR Credit Revenue Auditor's Report Response Notice or Further GGR Credit Revenue Auditor's Report Response Notice that the Waste ICC Contract Counterparty accepts the Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable) unless the Waste ICC Contract Counterparty is satisfied of the same.

Recalculations of Monthly GGR Credit Revenue

1.10 If:

- (A) the Voluntary GGR Credit Revenue Auditor's Report;
- (B) the Compliance GGR Credit Revenue Auditor's Report; and/or
- (C) the resolution or determination made pursuant to the Dispute Resolution Procedure in respect of any Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable),

confirms that any Monthly GGR Credit Revenue calculated during the GGR Audit Year on the basis of the Monthly Post-Restriction Voluntary GGR Data and/or the Monthly Post-Restriction Compliance GGR Data is not accurate:

- (D) the Waste ICC Contract Counterparty shall recalculate any relevant Monthly GGR Credit Revenue for any relevant OP Billing Period during the GGR Audit Year on the basis of:
 - (i) such Voluntary GGR Credit Revenue Auditor's Report;
 - (ii) such Compliance GGR Credit Revenue Auditor's Report; and/or

- (iii) the resolution or determination made pursuant to the Dispute Resolution Procedure in respect of any Voluntary GGR Credit Revenue Auditor's Report and/or Compliance GGR Credit Revenue Auditor's Report (as applicable);
- (E) the Waste ICC Contract Counterparty shall calculate any adjustment to any Monthly GGR Credit Revenue Payment (if applicable) for such GGR Audit Year ("**GGR Credit Recalculation Amount**"); and
- (F) such GGR Credit Recalculation Amount shall be included in the Opex Payment Billing Statement which is next issued by the Waste ICC Contract Counterparty.

GGR Credit Compensatory Interest Amount

- 1.11 The "**GGR Credit Compensatory Interest Amount**" shall comprise interest due and payable in relation to each GGR Credit Recalculation Amount reflected in the Opex Payment Billing Statement for the relevant OP Billing Period or such other period (a "**GGR Credit Recalculation Billing Period**"). The GGR Credit Compensatory Interest Amount shall be calculated on the basis that interest on each GGR Credit Recalculation Amount shall accrue on such amount at the GGR Credit Compensatory Interest Rate for the period from (and including) the relevant Settlement Unit(s) of the relevant OP Billing Period(s) to which any GGR Credit Recalculation Amount relates, resulting from the provision of any Voluntary GGR Credit Revenue Auditor's Report, Compliance GGR Credit Revenue Auditor's Report and/or the resolution of a Dispute relating to such reports to (and including) the final Settlement Unit in the relevant GGR Credit Recalculation Billing Period. For this purpose:
- (A) interest shall accrue on such amounts from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days; and
 - (B) the "**GGR Credit Compensatory Interest Rate**" shall be the prevailing Base Rate on each day during the relevant calculation period.

Section 3 – GGR Credits Security Confirmation

1. **GGR CREDITS SECURITY CONFIRMATION: REPORTING REQUIREMENTS**

- 1.1 With effect from the Start Date, the Emitter shall, in respect of each GGR Audit Year and by no later than the Annual GGR Reporting Deadline, submit to the Waste ICC Contract Counterparty, in form and content satisfactory to the Waste ICC Contract Counterparty (acting reasonably), a Directors' Certificate certifying that the Emitter has complied with each GGR Credits Security Restriction (the "**GGR Credits Security Confirmation**").
- 1.2 Each GGR Credits Security Confirmation shall be accompanied by a GGR Credits Security Auditor's Report.
- 1.3 If the Waste ICC Contract Counterparty considers that it requires Supporting Information in order to determine whether the Emitter has complied with each GGR Credits Security Confirmation, the Waste ICC Contract Counterparty may request Supporting Information from the Emitter, such Supporting Information to be provided, in form and content satisfactory to the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than ten (10) Business Days after the Supporting Information is requested, or such longer period as is specified by the Waste ICC Contract Counterparty.
- 1.4 Each GGR Credits Security Auditor's Report shall:
 - (A) be prepared:
 - (i) by an independent Auditor in accordance with appropriate accounting standards (or any alternative agreed upon procedures that are agreed to by the Waste ICC Contract Counterparty, acting reasonably); and
 - (ii) at the Emitter's own cost and expense;
 - (B) be addressed to both the Emitter and the Waste ICC Contract Counterparty; and
 - (C) confirm that, on the basis of:
 - (i) the examination of the Emitter's books and accounts; and
 - (ii) information available in the public domain,
 that:
 - (a) there is no evidence that the Emitter has not complied with the GGR Credits Security Restriction(s); and
 - (b) any GGR Credits Security Notices provided by the Emitter are accurate in all material respects,
 (a "**GGR Credits Security Auditor's Report**").
- 1.5 The Emitter may submit a GGR Credits Security Auditor's Report as part of any Voluntary GGR Credit Restriction Auditor's Report, Compliance GGR Credit Restriction Auditor's Report, Voluntary GGR Credit Revenue Auditor's Report or Compliance GGR Credit Revenue Auditor's Report.

Notification of floating charge over GGR Credits

- 1.6 The Emitter shall, within five (5) Business Days of creating any floating charge or floating charges over all or any part of its title, rights and/or benefits in the GGR Credit(s), notify the Waste ICC Contract Counterparty of the same (a "**GGR Credits Security Notice**").
- 1.7 The GGR Credits Security Notice shall specify the date on which the floating charge or floating charges was created and include Supporting Information to evidence such floating charge or floating charges.

Section 4 - General Rights and Obligations

1. GENERAL RIGHTS AND OBLIGATIONS

Greenhouse Gas Removal Audit Right

- 1.1 With effect from the Start Date, the Emitter shall grant the Waste ICC Contract Counterparty (and any and all persons nominated by the Waste ICC Contract Counterparty who the Waste ICC Contract Counterparty considers to be suitably qualified, including the Auditors) access in accordance with paragraphs 1.2 to 1.4 (inclusive) to the Emitter's personnel, systems, books, records and any other information as the Waste ICC Contract Counterparty considers reasonably necessary for the Waste ICC Contract Counterparty to assess the Emitter's compliance with this Annex 12 (the "**Greenhouse Gas Removal Audit Right**").
- 1.2 If the Waste ICC Contract Counterparty intends to exercise its Greenhouse Gas Removal Audit Right, it shall give written notice to the Emitter (a "**Greenhouse Gas Removal Audit Notice**"). A Greenhouse Gas Removal Audit Notice shall:
 - (A) specify that the Waste ICC Contract Counterparty (or any suitably qualified persons nominated by it under paragraph 1.1) intends to exercise the Greenhouse Gas Removal Audit Right; and
 - (B) specify a date and time during regular office hours by which the Emitter must, in accordance with paragraph 1.3, permit the exercise of the Greenhouse Gas Removal Audit Right.
- 1.3 On receipt of the Greenhouse Gas Removal Audit Notice, the Emitter shall permit the Waste ICC Contract Counterparty to exercise the Greenhouse Gas Removal Audit Right at such time as the Waste ICC Contract Counterparty may nominate provided that it is no earlier than two (2) Business Days after the Emitter's receipt of the Greenhouse Gas Removal Audit Notice.
- 1.4 The Emitter shall cooperate and provide, and shall procure that any Representatives cooperate and provide, all required access, assistance and information to enable the Waste ICC Contract Counterparty to exercise its Greenhouse Gas Removal Audit Right.
- 1.5 If, pursuant to or as a result of the Greenhouse Gas Removal Audit Right, it is agreed or determined that there has been a breach of the Emitter's obligations under the Waste ICC Contract, the Emitter shall indemnify the Waste ICC Contract Counterparty, and keep the Waste ICC Contract Counterparty fully and effectively indemnified, against any and all out-of-pocket costs properly incurred by the Waste ICC Contract Counterparty in exercising that Greenhouse Gas Removal Audit Right.

Failure to comply with the Greenhouse Gas Removal Audit Right

- 1.6 If the Emitter fails to comply with its obligation to permit the Waste ICC Contract Counterparty to exercise the Greenhouse Gas Removal Audit Right, the Waste ICC Contract Counterparty may elect to suspend payment of any amount(s) which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is not in compliance with such obligation, provided that, prior to effecting such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any such amounts; and (ii) the date from which it proposes to effect such suspension.
- 1.7 If the Emitter subsequently complies with its obligation to permit the Waste ICC Contract Counterparty to exercise the Greenhouse Gas Removal Audit Right, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable

but for the operation of paragraph 1.6. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 1.7.

1.8 If the Emitter:

- (A) fails to comply with its obligations under paragraph 1.3 to permit the Waste ICC Contract Counterparty to exercise the Greenhouse Gas Removal Audit Right; and
- (B) has not permitted the Waste ICC Contract Counterparty to exercise its Greenhouse Gas Removal Audit Right within four (4) Business Days of the date of the Greenhouse Gas Removal Audit Notice,

then a **"Greenhouse Gas Removal Audit Termination Event"** will be deemed to have occurred.

GGR Non-Compliance Notice

1.9 If:

- (A) the Emitter fails to submit:
 - (i) a Voluntary GGR Confirmation and a Voluntary GGR Credit Restriction Auditor's Report by the Annual GGR Reporting Deadline in accordance with paragraphs 1.1, 1.2 and 1.4 of Section 1;
 - (ii) a Compliance GGR Confirmation and a Compliance GGR Credit Restriction Auditor's Report by the Annual GGR Reporting Deadline in accordance with paragraphs 1.1, 1.2 and 1.4 of Section 1;
 - (iii) the Monthly Post-Restriction Voluntary GGR Data and a Director's Certificate by the Monthly Voluntary GGR Reporting Deadline in accordance with paragraphs 1.1 and 1.3 of Section 2;
 - (iv) the Monthly Post-Restriction Compliance GGR Data and a Director's Certificate by the Monthly Compliance GGR Reporting Deadline in accordance with paragraphs 1.2 and 1.3 of Section 2;
 - (v) a Voluntary GGR Credit Revenue Auditor's Report by the relevant Annual GGR Reporting Deadline in accordance with paragraphs 1.4 and 1.5 of Section 2; and/or
 - (vi) a Compliance GGR Credit Revenue Auditor's Report by the relevant Annual GGR Reporting Deadline in accordance with paragraphs 1.4 and 1.5 of Section 2; and/or
- (B) the Waste ICC Contract Counterparty notifies the Emitter pursuant to paragraph 1.3 of Section 1 that it requires the Emitter to provide additional Supporting Information and the Emitter fails to provide such Supporting Information in accordance with paragraph 1.3 of Section 1,

then the Waste ICC Contract Counterparty may issue a notice to the Emitter (a **"GGR Non-Compliance Notice"**). A GGR Non-Compliance Notice shall:

- (a) notify the Emitter that the Emitter has failed to comply with any of the requirements set out in paragraph 1.9; and

- (b) as applicable, specify the date on and from which the Waste ICC Contract Counterparty may suspend payments in accordance with paragraph 1.10 being the date which falls thirty (30) Business Days after the date of the GGR Non-Compliance Notice.

1.10 If paragraph 1.9 applies and:

- (A) the Emitter submits the relevant documentation in accordance with the requirements set out in paragraph 1.9 to the Waste ICC Contract Counterparty by the date which is thirty (30) Business Days after the date on which the Waste ICC Contract Counterparty issues the GGR Non-Compliance Notice, then the Waste ICC Contract Counterparty shall not be entitled to suspend payment in accordance with paragraph 1.10(B) below; or
- (B) the Emitter fails to submit the relevant documentation in accordance with the requirements set out in paragraph 1.9 to the Waste ICC Contract Counterparty by the date which is thirty (30) Business Days after the date on which the Waste ICC Contract Counterparty issues the GGR Non-Compliance Notice, then without prejudice to paragraph 1.20 the Waste ICC Contract Counterparty may elect to suspend payment of any amount(s) which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of such obligation.

1.11 If the Emitter subsequently complies with the relevant obligation which has led to the payment suspension under paragraph 1.10(B) above, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of paragraph 1.10 above. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 1.11.

Accumulated GGR Credits Amount Cap

1.12 The Emitter shall at all times ensure that the Accumulated GGR Credits Amount does not exceed the Accumulated GGR Credits Amount Cap (the "**Accumulated GGR Credits Amount Cap Obligation**").

1.13 The Waste ICC Contract Counterparty may at any time submit a notice to the Emitter (an "**Accumulated GGR Credits Amount Breach Notice**") if it considers that the Emitter is in breach of paragraph 1.12. An Accumulated GGR Credits Amount Breach Notice shall be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the breach of such obligation.

1.14 If the Emitter is in breach of the Accumulated GGR Credits Amount Cap Obligation, the Waste ICC Contract Counterparty may elect to suspend any payments which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is in breach of the Accumulated GGR Credits Amounts Cap Obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend such payments; and (ii) the date from which it proposes to effect such suspension.

1.15 If the Emitter subsequently complies with such Accumulated GGR Credits Amount Cap Obligation, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of paragraph 1.14. The Waste ICC Contract Counterparty may elect to make such payment on a lump sum or staged basis. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 1.15.

- 1.16 If an Accumulated GGR Credits Amount Breach Notice is issued by the Waste ICC Contract Counterparty, then the Emitter shall:
- (A) ensure that, on the last day of the OP Billing Period following the OP Billing Period during which an Accumulated GGR Credits Amount Breach Notice was issued by the Waste ICC Contract Counterparty, the Accumulated GGR Credits Amount no longer exceeds the Accumulated GGR Credits Amount Cap; and
 - (B) prior to the relevant Monthly Compliance GGR Reporting Deadline and/or Monthly Voluntary GGR Reporting Deadline (as applicable), provide evidence to the satisfaction of the Waste ICC Contract Counterparty (in the form of Monthly Post-Restriction Voluntary GGR Data and Monthly Post-Restriction Compliance GGR Data) that the Emitter has complied with paragraph (A) above.
- 1.17 If the Emitter does not comply with its obligations under paragraph 1.16 then an **"Accumulated GGR Credits Amount Cap Termination Event"** will be deemed to have occurred.

Notification by Emitter of GGR Information Failure

- 1.18 If the Emitter becomes aware at any time that any information provided by the Emitter pursuant to this Annex 12 (*Greenhouse Gas Removal Credits*) is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of provision of such information), the Emitter shall as soon as reasonably practicable:
- (A) notify the Waste ICC Contract Counterparty that this is the case;
 - (B) specify whether the Emitter considers the provision of such information to constitute a GGR Information Failure (or, if applicable, will constitute a GGR Information Failure if revised information which is not misleading is not provided within five (5) Business Days from the date the Emitter provided such misleading data to the Waste ICC Contract Counterparty); and
 - (C) provide the Waste ICC Contract Counterparty with the updated, corrected information (the **"Revised GGR Information"**), together with a Directors' Certificate in relation to the Revised GGR Information.

Notification by Waste ICC Contract Counterparty of GGR Information Failure

- 1.19 If the Waste ICC Contract Counterparty becomes aware at any time that any information provided by the Emitter pursuant to this Annex 12 (*Greenhouse Gas Removal Credits*) is no longer true, complete and accurate in all material respects or is misleading (or was not true, complete and accurate in all material respects or was misleading as at the date of provision of such information), the Waste ICC Contract Counterparty shall as soon as reasonably practicable:
- (A) notify the Emitter that this is the case;
 - (B) specify whether the Waste ICC Contract Counterparty considers the provision of such information to constitute a GGR Information Failure (or, if applicable, will constitute a GGR Information Failure if revised information which is not misleading is not provided within five (5) Business Days from the date the Emitter provided such misleading data to the Waste ICC Contract Counterparty); and

- (C) require the Emitter to promptly provide the Waste ICC Contract Counterparty with the Revised GGR Information, together with a Directors' Certificate in relation to the Revised GGR Information.

Greenhouse Gas Removal Information Termination Event

1.20 If:

- (A) any information provided by the Emitter in accordance with this Annex 12 (*Greenhouse Gas Removal Credits*) is misleading, or the Emitter fails to provide any information in accordance with this Annex 12 (*Greenhouse Gas Removal Credits*), and:
 - (i) the Emitter knew that such information was, or a failure to provide such information would be, misleading;
 - (ii) the Emitter acted recklessly in providing or failing to provide such information; or
 - (iii) there have been three (3) or more GGR Information Failures in any rolling three (3) year period;
- (B) it is agreed, or determined in accordance with the Dispute Resolution Procedure that:
 - (i) the Emitter did not comply with:
 - (a) a Voluntary GGR Credit Restriction;
 - (b) a Compliance GGR Credit Restriction;
 - (c) a GGO Instrument Restriction; and/or
 - (d) a GGR Credit Issuance Restriction;
 - (ii) a Restricted Voluntary GGR Transfer and/or a Restricted Voluntary GGR Surrender occurs; and/or
 - (iii) an Accumulated GGR Credits Amount Cap Termination Event occurs,

then a "**Greenhouse Gas Removal Information Termination Event**" will be deemed to have occurred.

Part G
Accumulated GGR Credits: Security And Enforcement

Provision of collateral

1.1 Where the Accumulated GGR Credits Amount exceeds the Accumulated GGR Credits Threshold as at the last day of:

- (A) the sixth (6th) OP Billing Period after the end of the OP Billing Period in which the last day of the relevant GGR Audit Year falls, as set out in the Monthly Post-Restriction Voluntary GGR Data and/or the Monthly Post-Restriction Compliance GGR Data relating to that OP Billing Period; or
- (B) the last day of the relevant GGR Audit Year, as set out in the Compliance GGR Credit Revenue Auditor's Report and/or the Compliance GGR Credit Revenue Auditor's Report relating to that GGR Audit Year (unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure),

the Emitter shall, by no later than ten (10) Business Days of the relevant date:

- (i) transfer or deliver, or procure the transfer or delivery of GGR Acceptable Collateral to the Waste ICC Contract Counterparty; or
- (ii) amend, or procure the amendment of, GGR Acceptable Collateral which has previously been transferred or delivered to the Waste ICC Contract Counterparty in accordance with paragraph 1.1(B)(i),

in an aggregate amount equal to the GGR Collateral Amount as security for the GGR Secured Sums. The Emitter may provide any form of GGR Acceptable Collateral in order to comply with this paragraph 1.1.

1.2 Without prejudice to paragraphs 1.1(A) and 1.1(B), where:

- (A) the Accumulated GGR Credits Amount exceeds the Accumulated GGR Credits Threshold as at the last day of the relevant OP Billing Period of the relevant GGR Audit Year, as set out in the Monthly Post-Restriction Compliance GGR Data and/or the Monthly Post-Restriction Voluntary GGR Data relating to that OP Billing Period; and
- (B) the Emitter has not transferred or delivered, or procured the transfer or delivery of, any GGR Acceptable Collateral as at the date on which such Monthly Post-Restriction Voluntary GGR Data and/or Monthly Post-Restriction Compliance GGR Data is provided by the Emitter,

the Waste ICC Contract Counterparty may (but shall not be obliged to) in its sole and absolute discretion require the Emitter to transfer or deliver, or procure the transfer or delivery of GGR Acceptable Collateral to the Waste ICC Contract Counterparty in an aggregate amount equal to the GGR Collateral Amount as security for the GGR Secured Sums as soon as reasonably practicable, and in any event no later than ten (10) Business Days after the Waste ICC Contract Counterparty gives notice of such requirement pursuant to this paragraph 1.2(B). The Emitter may provide any form of GGR Acceptable Collateral in order to comply with this paragraph 1.2.

1.3 Subject to paragraph 1.5, and without prejudice to paragraphs 1.1(A), 1.1(B) and 1.2, if at any time the Accumulated GGR Credits Amount exceeds the Further Accumulated GGR Credits Threshold, the Waste ICC Contract Counterparty may (but shall not be obliged to) in its sole and absolute discretion, give a written notice to the Emitter (a **"Further Accumulated GGR**

Credit Collateral Posting Notice"). A Further Accumulated GGR Credit Collateral Posting Notice shall:

- (i) specify:
 - (a) the requirement for the Emitter to transfer or deliver, or procure the transfer or delivery of, GGR Acceptable Collateral to the Waste ICC Contract Counterparty in an amount equal to or greater than the amount by which the GGR Posted Collateral is less than the GGR Collateral Amount;
 - (b) the Further Accumulated GGR Credit Collateral Posting Date; and
- (ii) if applicable, provide details of the GGR Reserve Account.

1.4 If a Further Accumulated GGR Credit Collateral Posting Notice is given to the Emitter, the Emitter shall, no later than the Further Accumulated GGR Credit Collateral Posting Date, transfer or deliver, or procure the transfer or delivery of, GGR Acceptable Collateral to the Waste ICC Contract Counterparty in an amount equal to or greater than the amount by which the GGR Posted Collateral is less than the GGR Collateral Amount.

1.5 If, at any time, the amount by which the Accumulated GGR Credits Amount exceeds the Accumulated GGR Credits Amount used most recently to calculate the amount of GGR Acceptable Collateral that the Emitter was required to transfer or deliver to the Waste ICC Contract Counterparty, or to procure the transfer or delivery of, in accordance with paragraph 1.1:

- (A) is less than two million pounds Sterling (£2,000,000) then, for the purposes of paragraph 1.3, the Parties acknowledge and agree that the Further Accumulated GGR Credits Threshold will be deemed not to have been exceeded; and
- (B) is greater than five million pounds Sterling (£5,000,000) then, for the purposes of paragraph 1.3, the Parties acknowledge and agree that the Further Accumulated GGR Credits Threshold will be deemed to have been exceeded.

Transfers and custody of collateral

1.6 All transfers or deliveries of any GGR Acceptable Collateral pursuant to paragraphs 1.1, 1.2. and/or 1.4 shall be made by or on behalf of the Emitter, the relevant GGR Qualifying Issuer and/or GGR Qualifying Bond Provider (as applicable) and shall be made:

- (A) in the case of cash, by transfer in accordance with the instructions made by or on behalf of the Waste ICC Contract Counterparty, to the credit of the GGR Reserve Account;
- (B) in the case of a GGR Letter of Credit, by a GGR Qualifying Issuer issuing a GGR Letter of Credit in favour of the Waste ICC Contract Counterparty or its designee. Such issue shall be deemed effective upon receipt by the Waste ICC Contract Counterparty or its designee from the GGR Qualifying Issuer of the duly executed and issued GGR Letter of Credit; or
- (C) in the case of a GGR Bond, by a GGR Qualifying Bond Provider issuing a GGR Bond in favour of the Waste ICC Contract Counterparty or its designee. Such issue shall be deemed effective upon receipt by the Waste ICC Contract Counterparty or its designee from the GGR Qualifying Bond Provider of the duly executed and issued GGR Bond.

GGR Acceptable Collateral

- 1.7 The Emitter shall procure that any GGR Acceptable Collateral (or any renewal or replacement thereof) provided pursuant to paragraphs 1.1, 1.2 and/or 1.4:
- (A) shall be valid at least until the date which falls twelve (12) months after the date on which the Emitter transfers or delivers, or procures the transfer or delivery of, GGR Acceptable Collateral in accordance with paragraphs 1.1, 1.2 and/or 1.4; and
 - (B) shall be accompanied by a notice from the Emitter (a **"GGR Letter of Credit Details Notice"** and/or a **"GGR Bond Details Notice"**, as applicable). A GGR Letter of Credit Details Notice and GGR Bond Details Notice shall specify:
 - (i) the identity and credit rating of the GGR Qualifying Issuer or the GGR Qualifying Bond Provider issuing the GGR Letter of Credit or the GGR Bond, respectively;
 - (ii) the contact details for the GGR Qualifying Issuer or the GGR Qualifying Bond Provider (or their respective representatives or relationship managers);
 - (iii) without prejudice to paragraphs 1.1 and 1.7(A), the period of time during which the GGR Letter of Credit or GGR Bond will remain in effect; and
 - (iv) in respect of a GGR Letter of Credit or GGR Bond, the amount of credit to be provided which, when aggregated with any other GGR Acceptable Collateral transferred, delivered or procured pursuant to paragraphs 1.1, 1.2 and/or 1.4 shall be no less than the GGR Collateral Amount.
- 1.8 At least twenty (20) Business Days prior to the date of expiry or cancellation of a form of GGR Acceptable Collateral, the Emitter shall renew or procure the renewal of such GGR Acceptable Collateral by transferring or delivering, or by procuring the transfer or delivery of, a GGR Acceptable Collateral in the amount of and in substitution of, and to be effective no later than the date of expiry or cancellation of, the current form of GGR Acceptable Collateral that is expiring or being cancelled. This paragraph 1.8 shall only apply to the extent GGR Acceptable Collateral is still required, pursuant to the provisions of this Part G (*Accumulated GGR Credits: Security and Enforcement*), after the date of expiry or cancellation of the current form of GGR Acceptable Collateral.

Altering collateral

- 1.9 If, at any time, any GGR Posted Collateral transferred, delivered or procured pursuant to paragraphs 1.1, 1.2 and/or 1.4 is not or ceases to be a GGR Acceptable Collateral and/or the GGR Posted Collateral is less than the GGR Collateral Amount required to be transferred, delivered or procured in accordance with this Part G (*Accumulated GGR Credits: Security and Enforcement*), the Waste ICC Contract Counterparty may issue a notice to the Emitter (a **"GGR Collateral Correction Notice"**). A GGR Collateral Correction Notice shall specify:
- (A) the GGR Posted Collateral which is not or has ceased to be a GGR Acceptable Collateral and the reason that prevents such collateral from constituting a GGR Acceptable Collateral; and/or
 - (B) the amount by which the GGR Posted Collateral is less than the GGR Collateral Amount (a **"Deficient GGR Collateral Amount"**).
- 1.10 No later than five (5) Business Days after receipt of a GGR Collateral Correction Notice, the Emitter shall:

- (A) where paragraph 1.9(A) applies, substitute any of the GGR Posted Collateral with other GGR Acceptable Collateral which shall not in any event be less than the GGR Collateral Amount in aggregate with any other GGR Acceptable Collateral; and
- (B) where paragraph 1.9(B) applies, transfer or deliver, or procure the transfer or delivery of, a GGR Acceptable Collateral in an amount more than or equal to the Deficient GGR Collateral Amount.

GGR Letter of Credit Events and GGR Bond Events

1.11 If, at any time:

- (A) an Insolvency Event occurs in relation to a GGR Qualifying Issuer;
- (B) a GGR Letter of Credit ceases to be in full force and effect or a GGR Qualifying Issuer's obligations under a GGR Letter of Credit are or become wholly or partly invalid or unenforceable or a GGR Qualifying Issuer fails to comply promptly with any of its obligations pursuant to a GGR Letter of Credit;
- (C) a GGR Letter of Credit will expire and such GGR Letter of Credit has not been replaced by the date which is twenty (20) Business Days prior to the expiry of such GGR Letter of Credit; or
- (D) a GGR Qualifying Issuer of a GGR Letter of Credit ceases to be a GGR Qualifying Issuer,

(together, "**GGR Letter of Credit Events**"), the Emitter shall:

- (i) where a GGR Letter of Credit Event set out in paragraph 1.11(A), 1.11(B) or 1.11(D) occurs, give notice to the Waste ICC Contract Counterparty and procure the replacement of such GGR Letter of Credit with a GGR Acceptable Collateral (such that the GGR Posted Collateral is an amount equal to the GGR Collateral Amount) no later than ten (10) Business Days after the date on which the relevant GGR Letter of Credit Event occurs; or
- (ii) where a GGR Letter of Credit Event set out in paragraph 1.11(C) occurs, extend the term of the then current GGR Letter of Credit (or replace it with another GGR Letter of Credit) in each case with a validity period of not less than twelve (12) months, no later than twenty (20) Business Days prior to the expiry of the then current GGR Letter of Credit.

1.12 If, at any time:

- (A) an Insolvency Event occurs in relation to a GGR Qualifying Bond Provider;
- (B) a GGR Bond ceases to be in full force and effect or the GGR Qualifying Bond Provider's obligations under the GGR Bond are or become wholly or partly invalid or unenforceable or the GGR Qualifying Bond Provider fails to comply promptly with any of its obligations pursuant to the GGR Bond;
- (C) a GGR Bond will expire and such GGR Bond has not been replaced by the date which is twenty (20) Business Days prior to the expiry of such GGR Bond; or
- (D) a GGR Qualifying Bond Provider ceases to be a GGR Qualifying Bond Provider,

(together, "**GGR Bond Events**"), the Emitter shall:

- (i) where a GGR Bond Event set out in paragraph 1.12(A), 1.12(B) or 1.12(D) occurs, give notice to the Waste ICC Contract Counterparty and procure the replacement of such GGR Bond with a GGR Acceptable Collateral (such that the GGR Posted Collateral is an amount equal to the GGR Collateral Amount) no later than ten (10) Business Days after the date on which the relevant GGR Bond Event occurs; or
- (ii) where a GGR Bond Event set out in paragraph 1.12(C) occurs, extend the term of the then current GGR Bond (or replace it with another GGR Bond) in each case with a validity period of not less than twelve (12) months, no later than twenty (20) Business Days prior to the expiry of the then current GGR Bond.

1.13 If the Emitter fails to procure replacement GGR Acceptable Collateral in accordance with paragraph 1.11 or 1.12, the Waste ICC Contract Counterparty may demand payment pursuant to the GGR Letter of Credit and/or GGR Bond respectively and shall hold any cash paid pursuant to the GGR Letter of Credit and/or GGR Bond in a GGR Reserve Account until such time as the GGR Posted Collateral is substituted or extended in accordance with this paragraph 1.13.

Making a GGR Posted Collateral Demand

1.14 The Waste ICC Contract Counterparty may make a demand under a GGR Letter of Credit and/or GGR Bond procured by the Emitter, or draw down on any cash amount in a GGR Reserve Account (including any interest which has accrued on such cash held in a GGR Reserve Account) (a "**GGR Posted Collateral Demand**") in the following circumstances:

- (A) the Emitter fails to pay any Contract End GGR Credit Revenue Payment to the Waste ICC Contract Counterparty; or
- (B) the Emitter fails to renew or extend, or procure the renewal or extension of, a GGR Letter of Credit or a GGR Bond in accordance with paragraph 1.8, 1.9 or 1.11 by the transfer or delivery of substitute GGR Acceptable Collateral.

1.15 If a GGR Posted Collateral Demand has been made in relation to paragraph 1.14(B) above:

- (A) the Emitter shall transfer or deliver, or procure the transfer or delivery of, further GGR Acceptable Collateral no later than two (2) Business Days after such demand in an amount no less than the amount demanded by the Waste ICC Contract Counterparty in such GGR Posted Collateral Demand; and
- (B) the Waste ICC Contract Counterparty shall return the amount demanded by the Waste ICC Contract Counterparty in such GGR Posted Collateral Demand (including any interest which has accrued on such amount) no later than ten (10) Business Days after the date on which the Emitter transfers or delivers, or procures the transfer or delivery of, further GGR Acceptable Collateral in accordance with paragraph 1.14(A) above.

1.16 Where the Emitter fails to renew or extend, or procure the renewal or extension of, a GGR Letter of Credit or a GGR Bond in accordance with paragraph 1.8, 1.9 or 1.11 by the transfer or delivery of substitute GGR Acceptable Collateral, the Waste ICC Contract Counterparty shall have the right, but not the obligation, to set off the amount secured by such GGR Letter of Credit or GGR Bond against any or all other amounts owing (whether or not matured, contingent or invoiced) by the Waste ICC Contract Counterparty to the Emitter under the Waste ICC Contract. The right of set off shall be without prejudice and in addition to any other right to which the Waste ICC Contract Counterparty is otherwise entitled.

Return of collateral

1.17 If:

- (A) the Emitter has replaced or substituted any GGR Acceptable Collateral in accordance with this Part G (*Accumulated GGR Credits: Security and Enforcement*); and
- (B) as a result, the GGR Posted Collateral exceeds the GGR Collateral Amount,

then, subject to paragraph 1.14, the Waste ICC Contract Counterparty shall return to the Emitter GGR Acceptable Collateral representing the amount by which the GGR Posted Collateral exceeds the GGR Collateral Amount no later than ten (10) Business Days after the date on which the Emitter replaces or substitutes the relevant GGR Acceptable Collateral in accordance with this Part G (*Accumulated GGR Credits: Security and Enforcement*).

1.18 The Waste ICC Contract Counterparty shall return the GGR Posted Collateral:

- (A) in the case of cash (together with any interest which has accrued on such cash held in a GGR Reserve Account), by transfer in accordance with the instructions made by or on behalf of the Emitter, to the credit of one (1) or more bank accounts in the United Kingdom specified by the Emitter; and
- (B) in the case of a GGR Letter of Credit or GGR Bond, as the case may be, by surrendering, or procuring the surrender of, the relevant GGR Letter of Credit or GGR Bond (or by otherwise cancelling the relevant GGR Letter of Credit or GGR Bond to the satisfaction of the relevant GGR Qualifying Issuer or GGR Qualifying Bond Provider).

1.19 Without prejudice to paragraph 1.14, the Waste ICC Contract Counterparty shall return any GGR Posted Collateral in the manner specified in paragraph 1.15 no later than ten (10) Business Days after the date on which the Parties agree, or it is determined pursuant to the Expert Determination Procedure, that all payment obligations under Condition 39.14 (*Contract End GGR Credit Revenue Payment*) and Condition 39.15 (*Contract End GGR Credit Revenue Payment*) and this Annex 12 (*Greenhouse Gas Removal Credits*) have been fully and finally discharged.

Enforcement Mechanism for GGR Provisions

1.20 Where the Emitter has failed to pay any Contract End GGR Credit Revenue Payment to the Waste ICC Contract Counterparty then, at the Waste ICC Contract Counterparty's election, the Waste ICC Contract Counterparty shall:

- (A) be entitled to draw on all or any part of the GGR Acceptable Collateral given by the Emitter in satisfaction of the relevant GGR Secured Sums in accordance with paragraph 1.14; and/or
- (B) have the right to set off the Contract End GGR Credit Revenue Payment against any or all other amounts owing (whether or not matured, contingent or invoiced) by the Waste ICC Contract Counterparty to the Emitter under the Waste ICC Contract. The right of set off shall be without prejudice and in addition to any other right to which the Waste ICC Contract Counterparty is otherwise entitled.

Remedies in respect of security and enforcement

1.21 The Waste ICC Contract Counterparty's rights and remedies pursuant to this Part G (*Accumulated GGR Credits: Security and Enforcement*) are cumulative and not exclusive of any rights or remedies provided by law.

Alternative form of collateral

- 1.22 The Emitter may, at any time, propose that an alternative form of collateral providing an equivalent level of security to any GGR Acceptable Collateral be accepted as a GGR Acceptable Collateral under the Waste ICC Contract. The Emitter's proposal must be in writing and detail the form of collateral proposed and any other information the Emitter considers relevant in order to allow the Waste ICC Contract Counterparty to consider its proposal. The Waste ICC Contract Counterparty may, in its sole discretion, decide whether or not to accept such proposed collateral and may request further information from the Emitter prior to making any decision. Any acceptance of the collateral proposed may be subject to such conditions as the Waste ICC Contract Counterparty shall specify, including amendments to the Waste ICC Contract to take into account the proposed collateral.

1. We, *[the GGR Qualifying Bond Provider]*, have been informed that *[the Emitter]* (Company number [●]) (the "**Principal**") has entered into an agreement with the Beneficiary dated [●] (the "**Contract**").
2. We are informed that it is a term of the Contract that the Principal obtains a performance bond in this form (the "**Bond**"). Capitalised terms in this Bond shall have the meaning ascribed to them in the Contract unless otherwise defined in this Bond.
3. At the request of the Principal and in consideration of ten pounds (£10.00), receipt of which is acknowledged, we, *[the GGR Qualifying Bond Provider]*, hereby irrevocably and unconditionally undertake, as primary obligor, to pay you the Beneficiary any sum or sums not exceeding in aggregate a maximum amount of £[●] (the "**Guaranteed Amount**") within five (5) days of receipt by us of your demand in writing and your written statement stating that the Principal is in breach of his obligation(s) under the Contract and confirming the respect in which the Principal is in breach and the amount of the demand, without us being entitled and/or obliged to make any enquiry either of you or the Principal, without the need for you to take legal action against or to obtain the consent of the Principal, notwithstanding any objection by the Principal or any third party, without any further proof or conditions and without any withholding or deduction of any kind whether by way of right of set-off, counterclaim or otherwise.
4. Your written demand or demands shall be conclusive evidence of our liability to pay you and of the amount of the sum or sums which we are liable to pay to you. Our obligation to make payment under this Bond shall be a primary, independent, irrevocable and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations under this Bond shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part.
5. This Bond shall become effective no later than the date of this Bond and shall be valid at least until the date which falls twelve (12) Months after the date of this Bond [●] (the "**Expiration Date**") but this will not affect or discharge our obligation to make payment of any demand or demands made in accordance with this Bond which are received on or before the Expiration Date.
6. This Bond shall be returned to us immediately after the later to occur of:
 - (A) the Expiration Date; and
 - (B) the final resolution of all demands under this Bond.
7. This Bond shall not be abrogated or affected by any other bond, guarantee or indemnity which you may hold in connection with the Contract or by any extensions of time granted under the

Contract or other indulgence, waiver or forbearance under the Contract or this Bond or by any variations or alterations to the Contract made, conceded, given or agreed with or without our knowledge or consent.

8. Our obligation to make payment under this Bond shall not be affected by any act, omission, matter or thing (including, without limitation, the amalgamation, reconstruction, liquidation, receivership, administration, administrative receivership or dissolution of the Principal) which but for this paragraph might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including, without limitation, (and whether or not known to us or to you):
 - (A) the taking, variation, compromise, renewal or release of or release or neglect to perfect or enforce any rights, remedies or securities (including, without limitation, any bond, guarantee or security) against the Principal or any other person; and
 - (B) any legal limitation disability or incapacity relating to the Principal or any other person.
9. If at any time one (1) or more of the provisions of this Bond is or becomes illegal, invalid or otherwise unenforceable in any respect, such provision or provisions will be ineffective to the extent only of such illegality or unenforceability and such illegality, invalidity or unenforceability will not invalidate any other provision of this Bond.
10. This Bond and the benefit conferred to it may be assigned by the Beneficiary without our consent, to any party at any time and references to the Beneficiary shall include its assignees. This Bond and the benefit conferred by it may not be assigned by us. The Beneficiary shall give written notice to us within fourteen (14) days of any assignment pursuant to this clause.
11. This Bond (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Bond) shall be governed by and construed according to the laws of England.
12. The parties submit to the exclusive jurisdiction of the courts of England as regards any claim or matter arising in relation to this Bond.

Signed as a deed by)

duly authorised for and on behalf of)
 [GGR Qualifying Bond Provider]

In the presence of:)

Signature:)

Name:)

Address:)

Occupation:)

Annex 13

Biogenic LTSS Requirements

1. DEFINITIONS: ANNEX 13

1.1 In this Annex 13 (*Biogenic LTSS Requirements*):

"Annual Recalculation" has the meaning given to that term in the Biogenic LTSS Technical Specification;

"Biogenic CO₂ Emissions" means the biogenic CO₂ content of the emissions released from the processing of organic (or part organic) materials from waste at the Waste Installation;

"Biogenic CO₂ Emissions Multiplier" means, in respect of a Biogenic LTSS, the percentage of Biogenic CO₂ Emissions (as a proportion of all CO₂ emissions accounted for by that Biogenic LTSS) (*expressed as a percentage (%)*) set out in the relevant Biogenic LTSS Report (disregarding any margin of error set out in such Biogenic LTSS Report);

"Biogenic CO₂ Measurement Data" has the meaning given to that term in the Biogenic LTSS Technical Specification;

"Biogenic LTSS" means a long term sampling system and any associated equipment installed in accordance with the Biogenic LTSS Technical Specification for the purposes of measuring Biogenic CO₂ Emissions at the Biogenic LTSS Measurement Point(s) and, unless expressly stated otherwise, shall include any Secondary Biogenic LTSS;

"Biogenic LTSS Access Notice" has the meaning given to that term in paragraph 3.2 (*Scope of Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS Access Right" has the meaning given to that term in paragraph 3.1 (*Scope of Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS Access Termination Event" has the meaning given to that term in paragraph 3.7 (*Failure to comply with Biogenic LTSS Access Right*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS Breach Response Notice Period" has the meaning given to that term in paragraph 1.3 (*Response to notification of Biogenic LTSS Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS Data" means, in relation to each Biogenic LTSS:

(A) the Biogenic LTSS Report; and

(B) the Biogenic LTSS Meta-Data,

required to be delivered to the Waste ICC Contract Counterparty in accordance with this Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Data Auditing Report & Verification Statement" has the meaning given to that term in the Biogenic LTSS Technical Specification;

"Biogenic LTSS Data Breach Response Notice Period" has the meaning given to that term in paragraph 2.6 (*Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS Data Obligation(s)" has the meaning given to that term in paragraph 2.2 (*Emitter Undertakings: Biogenic LTSS Data*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS FE Increment" means, if a Deemed LTSS FE Multiplier Trigger has occurred during any FE Calculation Month in respect of any Biogenic LTSS:

- (A) until the date on which the Waste ICC Contract Counterparty carries out an Annual Recalculation, five per cent. (5%) in respect of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies; and
- (B) on and from the date on which the Waste ICC Contract Counterparty carries out an Annual Recalculation, the Reconciled Biogenic LTSS FE Increment in respect of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies;

"Biogenic LTSS Fees" means, in respect of each Biogenic LTSS, the following amounts payable by the Emitter to the Waste ICC Contract Counterparty pursuant to paragraph 1.1 (*Payment of Biogenic LTSS Fees*) of Part B (*Payment of Biogenic LTSS Fees*):

- (A) if a Biogenic LTSS Fees Trigger has occurred in respect of the relevant Biogenic LTSS in respect of one (1) Month within the twelve (12) Month period ending on the last day of the Pre-Implementation Date Month or FE Calculation Month with respect to which the Biogenic LTSS Fees are payable (as applicable), the sum of one thousand pounds Sterling (£1,000);
- (B) if a Biogenic LTSS Fees Trigger has occurred in respect of the relevant Biogenic LTSS in respect of two (2) different Months within the twelve (12) Month period ending on the last day of the Pre-Implementation Date Month or FE Calculation Month with respect to which the Biogenic LTSS Fees are payable (as applicable), the sum of two thousand pounds Sterling (£2,000);
- (C) if a Biogenic LTSS Fees Trigger has occurred in respect of the relevant Biogenic LTSS in respect of three (3) different Months within the twelve (12) Month period ending on the last day of the Pre-Implementation Date Month or FE Calculation Month with respect to which the Biogenic LTSS Fees are payable (as applicable), the sum of four thousand pounds Sterling (£4,000);
- (D) if a Biogenic LTSS Fees Trigger has occurred in respect of the relevant Biogenic LTSS in respect of four (4) different Months within the twelve (12) Month period ending on the last day of the Pre-Implementation Date Month or FE Calculation Month with respect to which the Biogenic LTSS Fees are payable (as applicable), the sum of six thousand pounds Sterling (£6,000); and
- (E) if a Biogenic LTSS Fees Trigger has occurred in respect of the relevant Biogenic LTSS in respect of five (5) or more different Months within the twelve (12) Month period ending on the last day of the Pre-Implementation Date Month or FE Calculation Month with respect to which the Biogenic LTSS Fees are payable (as applicable), the sum of eight thousand pounds Sterling (£8,000);

"Biogenic LTSS Fees Trigger" means, in respect of any Biogenic LTSS, the occurrence of any event during:

- (A) a Pre-Implementation Date Month; or
- (B) a FE Calculation Month with respect to which the Biogenic LTSS Fees are payable,

which results in the application of a Deemed LTSS FE Multiplier pursuant to this Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Information Failure" means a failure by the Emitter to make all due and careful enquiries when providing any information required in accordance with this Annex 13 (*Biogenic LTSS Requirements*) which has led to the provision of such information being misleading, except where the Emitter has, within five (5) Business Days from the date it provided such misleading information to the Waste ICC Contract Counterparty, provided revised information which is not misleading;

"Biogenic LTSS Information Termination Event" has the meaning given to that term in paragraph 2.14 (*Biogenic LTSS Information Termination Event*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS Lookback Percentage" means, in respect of the Biogenic LTSS to which the Deemed LTSS FE Multiplier applies:

- (A) subject to limbs (B) and (C), the highest LTSS FE Multiplier relating to that Biogenic LTSS in respect of which an Initial Recalculation or a Final Recalculation has been conducted within the Biogenic LTSS Lookback Period, but excluding for these purposes:
 - (i) the application of any OCP Achieved BE Multiplier in any Month; and
 - (ii) any Month in respect of which the Deemed LTSS FE Multiplier applies;
- (B) if the highest LTSS FE Multiplier cannot be determined in accordance with limb (A), the last LTSS FE Multiplier relating to that Biogenic LTSS in respect of which an Initial Recalculation or a Final Recalculation has been conducted prior to the Biogenic LTSS Lookback Period, but excluding for these purposes:
 - (i) the application of any OCP Achieved BE Multiplier in any Month; and
 - (ii) any Month in respect of which the Deemed LTSS FE Multiplier applies; or
- (C) if the highest LTSS FE Multiplier cannot be determined in accordance with limb (A) and the last LTSS FE Multiplier cannot be determined in accordance with limb (B), the LTSS FE Multiplier calculated by applying the OCP Achieved BE Multiplier to the FE Formula;

"Biogenic LTSS Lookback Period" means the twelve (12) Month period ending on the last day of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies;

"Biogenic LTSS Measurement Point(s)" means the Primary Biogenic LTSS Measurement Point(s) and any Secondary Biogenic LTSS Measurement Point(s);

"Biogenic LTSS Meta-Data" means the Biogenic CO₂ Measurement Data, any other data and any other Supporting Information which the Emitter is required to provide to the Waste ICC Contract Counterparty in accordance with this Annex 13 (*Biogenic LTSS Requirements*), but excluding the Biogenic LTSS Report;

"Biogenic LTSS Obligation" has the meaning given to that term in paragraph 1.1 (*Emitter's Undertakings: Biogenic LTSS Obligations*) of Part A (*Emitter Undertakings*);

"Biogenic LTSS Proving Test" has the meaning given to that term in the Biogenic LTSS Technical Specification;

"Biogenic LTSS Purposes" means enabling and assisting the Waste ICC Contract Counterparty (including by way of audit, check, examination, inspection or stocktake) to:

- (A) calculate the LTSS FE Multiplier and the Installation FE Multiplier; and
- (B) confirm that all Biogenic LTSS Data used for the purposes of calculating the LTSS FE Multiplier and the Installation FE Multiplier is true, complete and accurate in all material respects and is not misleading,

in order to assess whether the Emitter has complied with this Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Remediation Plan" means a plan developed by the Emitter and approved by the Waste ICC Contract Counterparty setting out appropriate milestones and actions to be taken to remedy a breach of a Biogenic LTSS Obligation which is consistent with the Emitter's obligations pursuant to this Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Report" means the accredited laboratory report relating to a Biogenic LTSS which is to be supplied to the Waste ICC Contract Counterparty on a monthly basis in respect of each Pre-Implementation Date Month or FE Calculation Month (as applicable) in accordance with this Annex 13 (*Biogenic LTSS Requirements*);

"Biogenic LTSS Technical Specification" means the technical specification set out in Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*);

"Deemed LTSS FE Multiplier" means the deemed multiplier (*expressed as a percentage (%)*) in respect of a Biogenic LTSS for the relevant Pre-Implementation Date Month or FE Calculation Month (as applicable), calculated as follows:

$$DLFEM = BLPP + BLFEP$$

where:

<i>DLFEM</i>	=	the Deemed LTSS FE Multiplier (<i>expressed as a percentage (%)</i>);
<i>BLPP</i>	=	the Biogenic LTSS Lookback Percentage in respect of the relevant Pre-Implementation Date Month or FE Calculation Month (<i>expressed as a percentage (%)</i>); and
<i>BLFEP</i>	=	the Biogenic LTSS FE Increment in respect of the relevant Pre-Implementation Date Month or FE Calculation Month (<i>expressed as a percentage (%)</i>);

"Deemed LTSS FE Multiplier Trigger" means, in respect of a Biogenic LTSS, the occurrence of any event during a Pre-Implementation Date Month or FE Calculation Month (as applicable) which results in the application of a Deemed LTSS FE Multiplier to that LTSS pursuant to this Annex 13 (*Biogenic LTSS Requirements*);

"Early Recalculation Notice" has the meaning given to that term in paragraph 5.1 (*Early Recalculation Notice*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*);

"Emitter Biogenic LTSS Breach Notice" has the meaning given to that term in paragraph 1.5 (*Notification by Emitter of Biogenic LTSS Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"Emitter Biogenic LTSS Breach Response Notice" has the meaning given to that term in paragraph 1.3 (*Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"Emitter Biogenic LTSS Data Breach Notice" has the meaning given to that term in paragraph 2.8 (*Notification by Emitter of Biogenic LTSS Data Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"Emitter Biogenic LTSS Data Breach Response Notice" has the meaning given to that term in paragraph 2.6 (*Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"FE Calculation Month" means each Month (including the Month in which the UK ETS Alignment Review Implementation Date relating to the Initial CRP Mechanism Amendment(s) occurs) for which the Installation FE Multiplier (including any LTSS FE Multiplier) is required to be calculated, provided that the last FE Calculation Month shall commence on the first day of the last Month of the Opex Payment Period and end on the last day of the Opex Payment Period;

"FE Formula" means the following formula:

$$LFEM = 100\% - BEM$$

where:

LFEM = the LTSS FE Multiplier (expressed as a percentage (%)); and

BEM = the Biogenic CO₂ Emissions Multiplier (expressed as a percentage (%)).

"FE Submission Deadline" means, in relation to:

- (A) each Pre-Implementation Date Month, the final Business Day of the third (3rd) Month falling after such Pre-Implementation Date Month; and
- (B) each FE Calculation Month, the final Business Day of the third (3rd) Month falling after such FE Calculation Month;

"Final Recalculation" means the recalculation of the Installation FE Multiplier (and any LTSS FE Multiplier) for a Pre-Implementation Date Month or a FE Calculation Month (as applicable) performed by the Waste ICC Contract Counterparty in accordance with paragraphs 4.1 to 4.3 (*Final Recalculations*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*);

"Further Biogenic LTSS Proving Test" has the meaning given to that term in the Biogenic LTSS Technical Specification;

"Initial Recalculation" means the recalculation of the Installation FE Multiplier (and any LTSS FE Multiplier) for a Pre-Implementation Date Month or a FE Calculation Month (as applicable) performed by the Waste ICC Contract Counterparty in accordance with paragraphs 3.1 and 3.2 (*Initial Recalculations*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*);

"Installation FE Multiplier" has the meaning given to that term in paragraph 1.2 or 1.3 (as applicable) (*Introduction*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*);

"Longstop FE Submission Deadline" means, in relation to:

- (A) each Pre-Implementation Date Month, the final Business Day of the sixth (6th) Month falling after such Pre-Implementation Date Month; and

- (B) each FE Calculation Month, the final Business Day of the sixth (6th) Month falling after such FE Calculation Month;

"LTSS FE Multiplier" has the meaning given to that term in paragraph 1 (*Introduction*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*);

"Monthly Measured CO₂ Input" means, for the purpose of calculating the Installation FE Multiplier in accordance with paragraph 1.3 (*Introduction*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*), the sum of the Single Line LTSS Measured CO₂ Input for each Settlement Unit in the relevant Pre-Implementation Date Month or FE Calculation Month (as applicable) for the relevant Biogenic LTSS Measurement Point;

"OCP Achieved BE Multiplier" means, in respect of a Biogenic LTSS, the Biogenic CO₂ Emissions Multiplier set out in the Biogenic LTSS Report submitted by the Emitter to demonstrate the satisfaction of the relevant OCP Biogenic LTSS Proving Test;

"OCP Biogenic LTSS Proving Test" has the meaning given to that term in the Biogenic LTSS Technical Specification;

"Pre-Implementation Date Month" means each Month (including the Month in which the Start Date occurs) for which the Installation FE Multiplier (including any LTSS FE Multiplier) is required to be calculated, provided that:

- (A) the first (1st) Pre-Implementation Date Month shall commence on the Start Date and end on the later of (i) the last day of the Month in which the Start Date occurred; and (ii) the last day of the Month in which the Waste ICC Contract Counterparty notifies the Emitter pursuant to an OCP Response Notice or a Further OCP Response Notice (as relevant) that it has determined that all of the Operational Conditions Precedent have been satisfied or waived in accordance with Condition 3.28 (*Waiver of Conditions Precedent and Default*) and/or Condition 3.71 (*Waiver of Subsidy Control Declaration Operational CP*) (as applicable); and
- (B) the last Pre-Implementation Date Month shall commence on the first day of the Month immediately preceding the Month in which the UK ETS Alignment Review Implementation Date relating to the Initial CRP Mechanism Amendment(s) occurs and end on the last day of that immediately preceding Month;

"Primary Biogenic LTSS" means a Biogenic LTSS other than a Secondary Biogenic LTSS;

"Primary Biogenic LTSS Measurement Point(s)" means the point(s) at which the Biogenic CO₂ Emissions are measured by the Primary Biogenic LTSS, as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 7(B) (*Biogenic LTSS*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Reconciled Biogenic LTSS FE Increment" means, for each Biogenic LTSS, if a Deemed LTSS FE Multiplier Trigger has occurred in respect of that Biogenic LTSS:

- (A) in respect of one (1) Month within the twelve (12) Month period ending on the last day of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies, five per cent. (5%) for that FE Calculation Month;
- (B) in respect of two (2) different Months within the twelve (12) Month period ending on the last day of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies, seven and a half per cent. (7.5%) for that FE Calculation Month;

- (C) in respect of three (3) different Months within the twelve (12) Month period ending on the last day of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies, ten per cent. (10%) for that FE Calculation Month;
- (D) in respect of four (4) different Months within the twelve (12) Month period ending on the last day of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies, twelve and a half per cent. (12.5%) for that FE Calculation Month; and
- (E) in respect of five (5) different Months within the twelve (12) Month period ending on the last day of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies, fifteen per cent. (15%) for that FE Calculation Month,

and so on applying increments of two and a half per cent. (2.5%) in relation to each additional Month in respect of which a Deemed LTSS FE Multiplier Trigger(s) has occurred in respect of the relevant Biogenic LTSS within the twelve (12) Month period ending on the last day of the FE Calculation Month with respect to which the Deemed LTSS FE Multiplier applies, provided that the Deemed LTSS FE Multiplier shall not exceed one hundred per cent. (100%);

"Revised Biogenic LTSS Data" has the meaning given to that term in paragraph 2.12 (*Response to notification by Emitter of a Biogenic LTSS Data Obligation breach*) of Part A (*Emitter Undertakings*);

"Secondary Biogenic LTSS" means a long term sampling system and any associated equipment installed for contingency purposes in accordance with the Biogenic LTSS Technical Specification for the purposes of measuring Biogenic CO₂ Emissions at the Secondary Biogenic LTSS Measurement Point(s);

"Secondary Biogenic LTSS Measurement Point(s)" means the point(s) at which the Biogenic CO₂ Emissions are measured by the Secondary Biogenic LTSS, as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 7(B) (*Biogenic LTSS*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Single Line LTSS Measured CO₂ Input" means the mass quantity of CO₂ (*expressed in tCO₂*) from the Waste Installation intended to be routed to the Capture Plant during the relevant Settlement Unit in the CO₂-containing stream for the relevant Biogenic LTSS Measurement Point, as measured in accordance with the Pre-Capture Meter Measurement System Technical Specification and as calculated in accordance with paragraph 3.2(B) of Part D (*Pre-Capture Meter Measurement System – Technical Specification*) of Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*);

"Valid Inlet Pre-Capture Settlement Unit" means, for the purpose of calculating the Installation FE Multiplier in accordance with paragraph 1.3 or paragraph 1.4 (*Introduction*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*), a Settlement Unit which is not a Pre-Capture Meter Invalid Settlement Unit;

"Waste ICC Contract Counterparty Biogenic LTSS Breach Notice" has the meaning given to that term in paragraph 1.2 (*Notification by Waste ICC Contract Counterparty of Biogenic LTSS Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice" has the meaning given to that term in paragraph 1.7 (*Response to notification by Emitter of Biogenic LTSS Obligation breach(es)*) of Part A (*Emitter Undertakings*);

"Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice" has the meaning given to that term in paragraph 2.5 (*Notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation breach(es)*) of Part A (*Emitter Undertakings*); and

"Waste ICC Contract Counterparty Biogenic LTSS Data Breach Response Notice" has the meaning given to that term in paragraph 2.10 (*Response to notification by Emitter of a Biogenic LTSS Data Obligation breach*) of Part A (*Emitter Undertakings*).

Interpretation: Secondary Biogenic LTSS

- 1.2 Unless expressly stated otherwise, if the Emitter has installed one (1) or more Secondary Biogenic LTSS(s):
- (A) any reference in this Annex 13 (*Biogenic LTSS Requirements*) to "Biogenic LTSS" shall be construed as a reference to the Primary Biogenic LTSS and the Secondary Biogenic LTSS; and
 - (B) any Secondary Biogenic LTSS shall at all times be required to comply with all the requirements and conditions set out in this Annex 13 (*Biogenic LTSS Requirements*).

Part A
Emitter Undertakings

1. EMITTER'S UNDERTAKINGS: BIOGENIC LTSS OBLIGATION

1.1 With effect from the Start Date (or such earlier date as is necessary to enable the Emitter to fulfil or procure the fulfilment of the Operational Conditions Precedent referred to in paragraph 7 of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*)), the Emitter undertakes to the Waste ICC Contract Counterparty to:

- (A) at all times comply with all the requirements set out in the Biogenic LTSS Technical Specification;
- (B) ensure that at all times each Biogenic LTSS relating to the Waste Installation is:
 - (i) installed, commissioned, calibrated, configured, registered, operated and maintained in accordance with the requirements of the Biogenic LTSS Technical Specification;
 - (ii) configured exclusively in relation to the Waste Installation and no biogenic CO₂ emissions generated by any other installation are measured through such Biogenic LTSS; and
 - (iii) operational and capable of measuring accurately the Biogenic CO₂ Emissions from the Waste Installation at the location(s) prescribed in the schematic diagram provided by the Emitter in accordance with paragraph 7 of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);
- (C) promptly investigate any fault or issue with a Biogenic LTSS which the Emitter:
 - (i) becomes aware of;
 - (ii) is notified of by the Waste ICC Contract Counterparty; or
 - (iii) is otherwise required to investigate pursuant to the Biogenic LTSS Technical Specification; and
- (D) ensure that the Waste ICC Contract Counterparty has full access to all Information from a Biogenic LTSS specified in the Biogenic LTSS Technical Specification,

(each a "**Biogenic LTSS Obligation**" and together the "**Biogenic LTSS Obligations**").

Notification by Waste ICC Contract Counterparty of Biogenic LTSS Obligation breach(es)

1.2 The Waste ICC Contract Counterparty may at any time submit a notice to the Emitter if it considers that the Emitter is in breach of a Biogenic LTSS Obligation(s) (a "**Waste ICC Contract Counterparty Biogenic LTSS Breach Notice**"). A Waste ICC Contract Counterparty Biogenic LTSS Breach Notice shall:

- (A) specify which Biogenic LTSS Obligation(s) the Waste ICC Contract Counterparty considers that the Emitter has breached; and
- (B) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the breach(es) of the Biogenic LTSS Obligation(s).

Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Obligation breach(es)

- 1.3 No later than ten (10) Business Days after receipt of a Waste ICC Contract Counterparty Biogenic LTSS Breach Notice (a "**Biogenic LTSS Breach Response Notice Period**"), the Emitter shall investigate whether it is in breach of the relevant Biogenic LTSS Obligation(s) and submit a notice to the Waste ICC Contract Counterparty (an "**Emitter Biogenic LTSS Breach Response Notice**"). An Emitter Biogenic LTSS Breach Response Notice shall state that either:
- (A) the Emitter accepts that there has been a breach of the relevant Biogenic LTSS Obligation(s) (and, in such case, the notice shall include confirmation of the date from which the Emitter accepts that there has been a breach of the relevant Biogenic LTSS Obligation(s)); or
 - (B) the Emitter does not accept that there has been a breach of the relevant Biogenic LTSS Obligation(s).
- 1.4 If:
- (A) the Emitter:
 - (i) submits an Emitter Biogenic LTSS Breach Response Notice in accordance with paragraph 1.3(A); or
 - (ii) the Emitter fails to submit an Emitter Biogenic LTSS Breach Response Notice within the Biogenic LTSS Breach Response Notice Period,
 the provisions of paragraph 1.9 shall apply; or
 - (B) the Emitter submits an Emitter Biogenic LTSS Breach Response Notice in accordance with paragraph 1.3(B), the Expert Determination Procedure shall apply to determine whether there has been a breach of the relevant Biogenic LTSS Obligation(s). If the Expert Determination Procedure determines that:
 - (i) there has not been a breach of the Biogenic LTSS Obligation(s), then neither Party shall be required to take any further steps in relation to the Waste ICC Contract Counterparty Biogenic LTSS Breach Notice; or
 - (ii) there has been a breach of the Biogenic LTSS Obligation(s), the provisions of paragraph 1.9 shall apply.

Notification by Emitter of Biogenic LTSS Obligation breach(es)

- 1.5 The Emitter shall promptly give a notice to the Waste ICC Contract Counterparty (an "**Emitter Biogenic LTSS Breach Notice**") if it becomes aware that it is in breach of a Biogenic LTSS Obligation(s). An Emitter Biogenic LTSS Breach Notice shall:
- (A) specify which Biogenic LTSS Obligation(s) the Emitter considers that it has breached; and
 - (B) be accompanied by such Supporting Information as the Emitter considers to be relevant to evidence the breach of the Biogenic LTSS Obligation(s).
- 1.6 Each Emitter Biogenic LTSS Breach Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Emitter Biogenic LTSS Breach Notice.

Response to notification by Emitter of Biogenic LTSS Obligation breach(es)

- 1.7 No later than ten (10) Business Days after receipt of an Emitter Biogenic LTSS Breach Notice, the Waste ICC Contract Counterparty shall investigate whether the Emitter is in breach of the relevant Biogenic LTSS Obligation(s) and shall submit a notice to the Emitter (a "**Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice**"). A Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice shall state that either the Waste ICC Contract Counterparty:
- (A) agrees that there has been a breach of the relevant Biogenic LTSS Obligation(s); or
 - (B) considers that there has not been a breach of the relevant Biogenic LTSS Obligation(s).
- 1.8 If the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice:
- (A) in accordance with paragraph 1.7(A), the provisions of paragraph 1.9 shall apply;
 - (B) in accordance with paragraph 1.7(B), then the Emitter shall not be required to take any further steps in relation to the Emitter Biogenic LTSS Breach Notice.

Rectification of Biogenic LTSS Obligation breach(es)

- 1.9 If this paragraph 1.9 applies:
- (A) the Emitter shall provide a copy of a Biogenic LTSS Remediation Plan to the Waste ICC Contract Counterparty for approval no later than fifteen (15) Business Days after:
 - (i) if paragraph 1.4(A) applies, the expiry of the Biogenic LTSS Breach Response Notice Period;
 - (ii) if paragraph 1.4(B)(ii) applies, the date on which an Expert makes a determination in accordance with paragraph 1.4(B)(ii); and
 - (iii) if paragraph 1.8(A) applies, the date on which the Emitter receives the Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice; and
 - (B) as soon as reasonably practicable after the approval of the Biogenic LTSS Remediation Plan by the Waste ICC Contract Counterparty and in any event no later than sixty (60) Business Days after the date on which the Waste ICC Contract Counterparty has approved the Biogenic LTSS Remediation Plan, the Emitter shall implement the Biogenic LTSS Remediation Plan and remedy the breach of the Biogenic LTSS Obligation(s), in each case to the satisfaction of the Waste ICC Contract Counterparty. In considering whether any breach of a Biogenic LTSS Obligation has been remedied, the Waste ICC Contract Counterparty may require the Emitter to provide such Supporting Information as the Waste ICC Contract Counterparty reasonably requires. The Emitter shall prepare and deliver such Supporting Information to the Waste ICC Contract Counterparty no later than twenty (20) Business Days after any such request, or such longer period as is specified by the Waste ICC Contract Counterparty.
- 1.10 If the Emitter has not complied with its obligations under paragraph 1.9, then in respect of each Biogenic LTSS to which the non-compliance applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for the Pre-Implementation Date Month(s) or FE Calculation Month(s) (as applicable) during which there has been a breach of the Biogenic LTSS Obligation(s) (including the Month in which such breach was finally remedied).

- 1.11 The Parties acknowledge and agree that the use of a Secondary Biogenic LTSS, provided it is used in accordance with and complies with the requirements set out in this Annex 13 (*Biogenic LTSS Requirements*), shall be an acceptable remediation measure if proposed by the Emitter for the purposes of any Biogenic LTSS Remediation Plan in respect of any breach of a Biogenic LTSS Obligation relating to a Primary Biogenic LTSS.

2. **EMITTER UNDERTAKINGS: BIOGENIC LTSS DATA**

- 2.1 With effect from the Start Date, the Emitter undertakes to the Waste ICC Contract Counterparty to, in respect of each Pre-Implementation Date Month and each FE Calculation Month, and no later than the relevant FE Submission Deadline, submit or procure the submission to the Waste ICC Contract Counterparty of the Biogenic LTSS Report in relation to:

- (A) each Primary Biogenic LTSS, excluding any Primary Biogenic LTSS in respect of which the Emitter is using the corresponding Secondary Biogenic LTSS in the circumstances set out in paragraphs 2.3(A) to (C) (inclusive); or
- (B) each Secondary Biogenic LTSS which the Emitter is using in the circumstances set out in paragraphs 2.3(A) to (C) (inclusive).

- 2.2 With effect from the Start Date (or such earlier date as is necessary to enable the Emitter to fulfil or procure the fulfilment of the Operational Conditions Precedent referred to in paragraph 7 of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*)), the Emitter also undertakes to the Waste ICC Contract Counterparty to:

- (A) provide the Waste ICC Contract Counterparty with:
 - (i) the Biogenic CO₂ Measurement Data referred to in paragraph 3.1(B) of Part D (*Biogenic LTSS – Technical Specification*) of the Biogenic LTSS Technical Specification no later than two (2) Business Days following the end of each OP Billing Period; and
 - (ii) all other Biogenic LTSS Meta-Data requested by the Waste ICC Contract Counterparty to fulfil the Biogenic LTSS Purposes, such Biogenic LTSS Meta-Data to be provided promptly and in any event no later than two (2) Business Days after the date of such request (or such longer period as is specified by the Waste ICC Contract Counterparty); and
- (B) ensure that all Biogenic LTSS Data provided to the Waste ICC Contract Counterparty pursuant to paragraphs 2.1 and 2.2(A) is true, complete and accurate in all material respects and is not misleading,

(each a "**Biogenic LTSS Data Obligation**" and together the "**Biogenic LTSS Data Obligations**").

- 2.3 Paragraph 2.2 above shall only apply to Biogenic LTSS Meta-Data in respect of a Secondary Biogenic LTSS in circumstances where that Secondary Biogenic LTSS is used by the Emitter:

- (A) to provide Revised Biogenic LTSS Data in accordance with paragraph 2.13 (*Response to notification by Emitter of a Biogenic LTSS Data Obligation breach*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*);
- (B) as a substitute for a Primary Biogenic LTSS in respect of which the Emitter:
 - (i) is not complying with the requirements set out in this Annex 13 (*Biogenic LTSS Requirements*); or

- (ii) becomes aware that it will not be able to submit, or procure the submission of, the Biogenic LTSS Report on or before the relevant Longstop FE Submission Deadline,

and the Emitter has demonstrated such non-compliance or inability to submit or procure the submission of the Biogenic LTSS Report to the satisfaction of the Waste ICC Contract Counterparty in respect of the period during which the Secondary Biogenic LTSS is to be used by the Emitter; and/or

- (C) to provide corrected Biogenic CO₂ Measurement Data in accordance with paragraph 4.8 of Part A (*Biogenic LTSS – General*).

Technical correction of Biogenic LTSS Data Obligation breach(es)

- 2.4 Without prejudice to the Emitter's right to provide Revised Biogenic LTSS Data from a Secondary Biogenic LTSS in accordance with paragraph 2.13, for the purposes of paragraphs 2.6(A)(i), 2.7(C), 2.8(A)(i) and 2.10(A)(i) of this Part A (*Emitter Undertakings*), the Emitter shall not be considered to have technically corrected a breach of a Biogenic LTSS Data Obligation in respect of a Biogenic LTSS by providing Biogenic LTSS Data to the Waste ICC Contract Counterparty in respect of any other Biogenic LTSS, a previous Pre-Implementation Date Month(s) or a previous FE Calculation Month(s).

Notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation breach(es)

- 2.5 The Waste ICC Contract Counterparty may at any time give a notice to the Emitter (a "**Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice**") if it considers that the Emitter is in breach of a Biogenic LTSS Data Obligation(s). A Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice shall:
 - (A) specify which Biogenic LTSS Data Obligation(s) the Waste ICC Contract Counterparty considers that the Emitter has breached;
 - (B) if the breach relates to the Biogenic LTSS Data Obligation under paragraph 2.2(B), specify whether the Waste ICC Contract Counterparty considers the breach to constitute a Biogenic LTSS Information Failure; and
 - (C) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the breach of the Biogenic LTSS Data Obligation(s).

Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation breach(es)

- 2.6 No later than ten (10) Business Days after receipt of a Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice (a "**Biogenic LTSS Data Breach Response Notice Period**") the Emitter shall investigate whether it is in breach of the relevant Biogenic LTSS Data Obligation(s) and submit a notice to the Waste ICC Contract Counterparty (an "**Emitter Biogenic LTSS Data Breach Response Notice**"). An Emitter Biogenic LTSS Data Breach Response Notice shall state that either the Emitter:
 - (A) accepts that there has been a breach of the relevant Biogenic LTSS Data Obligation(s) and whether the Emitter considers that:
 - (i) it is technically feasible to correct such breach(es); or
 - (ii) it is not technically feasible to correct such breach(es); or

- (B) does not accept that there has been a breach of the relevant Biogenic LTSS Data Obligation(s).

2.7 If:

- (A) the Emitter submits an Emitter Biogenic LTSS Data Breach Response Notice in accordance with paragraph 2.6(A)(i), the provisions of paragraph 2.12 shall apply;

- (B) the Emitter:

- (i) submits an Emitter Biogenic LTSS Data Breach Response Notice in accordance with paragraph 2.6(A)(ii); or

- (ii) fails to submit an Emitter Biogenic LTSS Data Breach Response Notice within the Biogenic LTSS Data Breach Response Notice Period,

then in respect of each Biogenic LTSS with respect to which the Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for each Pre-Implementation Date Month(s) or FE Calculation Month(s) (as applicable) during which there has been a breach of the Biogenic LTSS Data Obligation(s); or

- (C) the Emitter submits an Emitter Biogenic LTSS Data Breach Response Notice in accordance with paragraph 2.6(B), the Expert Determination Procedure shall apply to determine whether there has been a breach of a Biogenic LTSS Data Obligation and if so, whether it is technically feasible to correct such breach(es). If the Expert Determination Procedure which is applied pursuant to this paragraph 2.7(C) determines that:

- (i) there has not been a breach of a Biogenic LTSS Data Obligation(s), then neither Party shall be required to take any further steps in relation to the Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice;

- (ii) there has been a breach of a Biogenic LTSS Data Obligation(s) and it is technically feasible to correct such breach(es), the provisions of paragraph 2.12 shall apply; or

- (iii) there has been a breach of a Biogenic LTSS Data Obligation(s) and it is not technically feasible to correct such breach(es), then in respect of each Biogenic LTSS to which the breach applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for each Pre-Implementation Date Month(s) or FE Calculation Month(s) (as applicable) during which there has been a breach of the Biogenic LTSS Data Obligation(s).

Notification by Emitter of Biogenic LTSS Data Obligation breach(es)

2.8 The Emitter shall promptly give a notice to the Waste ICC Contract Counterparty (an "**Emitter Biogenic LTSS Data Breach Notice**") if it becomes aware that it is in breach of a Biogenic LTSS Data Obligation(s). An Emitter Biogenic LTSS Data Breach Notice shall:

- (A) specify which Biogenic LTSS Data Obligation(s) the Emitter considers that it has breached and whether the Emitter considers that:

- (i) it is technically feasible to correct such breach(es); or

- (ii) it is not technically feasible to correct such breach(es);

- (B) if the breach relates to the Biogenic LTSS Data Obligation under paragraph 2.2(B), specify whether the Emitter considers the breach to constitute a Biogenic LTSS Information Failure; and
- (C) be accompanied by such Supporting Information as the Emitter considers to be relevant to evidence the breach of the Biogenic LTSS Data Obligation(s) and whether or not it is technically feasible to correct such breach(es).

2.9 Each Emitter Biogenic LTSS Data Breach Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Emitter Biogenic LTSS Data Breach Notice.

Response to notification by Emitter of a Biogenic LTSS Data Obligation breach(es)

2.10 No later than fifteen (15) Business Days after receipt of an Emitter Biogenic LTSS Data Breach Notice, the Waste ICC Contract Counterparty shall investigate whether the Emitter is in breach of the relevant Biogenic LTSS Data Obligation(s) and shall submit a notice to the Emitter (a **"Waste ICC Contract Counterparty Biogenic LTSS Data Breach Response Notice"**). A Waste ICC Contract Counterparty Biogenic LTSS Data Breach Response Notice shall state that either the Waste ICC Contract Counterparty:

- (A) agrees that there has been a breach of the relevant Biogenic LTSS Data Obligation(s) and the Waste ICC Contract Counterparty considers that:
 - (i) it is technically feasible to correct such breach(es); or
 - (ii) it is not technically feasible to correct such breach(es); or
- (B) considers that there has not been a breach of the relevant Biogenic LTSS Data Obligation(s).

2.11 If the Emitter submits an Emitter Biogenic LTSS Data Breach Notice in accordance with paragraph 2.8(A)(i) or 2.8(A)(ii) and the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty Biogenic LTSS Data Breach Response Notice in accordance with:

- (A) paragraph 2.10(A)(i), the provisions of paragraph 2.12 shall apply; or
- (B) paragraph 2.10(A)(ii), then in respect of each Biogenic LTSS to which the breach applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for each Pre-Implementation Date Month(s) or FE Calculation Month(s) (as applicable) during which there has been a breach of the Biogenic LTSS Data Obligation(s); or
- (C) paragraph 2.10(B), then the Emitter shall not be required to take any further steps in relation to the Emitter Biogenic LTSS Data Breach Notice.

2.12 In respect of each Biogenic LTSS to which this paragraph 2.12 applies:

- (A) no later than the date on which the Biogenic LTSS Data Auditing Report & Verification Statement is submitted to the Waste ICC Contract Counterparty for the relevant Contract Payment Term Year, the Emitter shall provide the Waste ICC Contract Counterparty with updated Biogenic LTSS Data required pursuant to paragraphs 2.1, 2.2(A)(i) and 2.2(A)(ii) (as relevant) which is true, complete and accurate in all material respects and is not misleading, together with a Directors' Certificate and Supporting Information in relation to such Biogenic LTSS Data (the **"Revised Biogenic LTSS Data"**);

- (B) the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for each Pre-Implementation Date Month(s) or FE Calculation Month(s) (as applicable) during which there has been a breach of the Biogenic LTSS Data Obligation(s) unless and until Revised Biogenic LTSS Data is provided by the Emitter to the satisfaction of the Waste ICC Contract Counterparty pursuant to paragraph 2.12(A) above, at which point Condition 8.27 (*Calculation of Opex FE Adjustment Amount*) shall be applied by the Waste ICC Contract Counterparty in respect of the Revised Biogenic LTSS Data for the purposes of determining the appropriate Opex FE Adjustment Amount; and
 - (C) no Compensatory Interest or Default Interest shall be payable in respect of any Opex FE Adjustment Amount payable pursuant to paragraph 2.12(B).
- 2.13 For the purposes of paragraph 2.12, the Emitter may provide Revised Biogenic LTSS Data which relates to a Secondary Biogenic LTSS, provided that:
- (A) such Revised Biogenic LTSS Data is accompanied by:
 - (i) details of the reason for providing Revised Biogenic LTSS Data in relation to a Secondary Biogenic LTSS, to the reasonable satisfaction of the Waste ICC Contract Counterparty; and
 - (ii) Supporting Information in form and content reasonably satisfactory to the Waste ICC Contract Counterparty to evidence the same; and
 - (B) any Biogenic LTSS Report submitted to the Waste ICC Contract Counterparty in respect of the relevant Pre-Implementation Date Month or FE Calculation Month shall:
 - (i) relate to such Secondary Biogenic LTSS (and shall not include any data from the corresponding Primary Biogenic LTSS); and
 - (ii) be used by the Waste ICC Contract Counterparty to calculate the relevant LTSS FE Multiplier and conduct the relevant Initial Recalculation or Final Recalculation under this Annex 13 (*Biogenic LTSS Requirements*).

Biogenic LTSS Information Termination Event

- 2.14 If any information provided by the Emitter in accordance with this Annex 13 (*Biogenic LTSS Requirements*) is misleading, or the Emitter fails to provide any information in accordance with this Annex 13 (*Biogenic LTSS Requirements*), and:
- (A) the Emitter knew that such information was, or a failure to provide such information would be, misleading;
 - (B) the Emitter acted recklessly in providing or failing to provide such information; or
 - (C) there have been three (3) or more Biogenic LTSS Information Failures in any rolling three (3) year period,
- then a "**Biogenic LTSS Information Termination Event**" will be deemed to have occurred.
- 2.15 The Waste ICC Contract Counterparty's rights and remedies pursuant to:
- (A) paragraph 1 (*Emitter Undertakings: Biogenic LTSS Obligation*) shall be without prejudice to the Waste ICC Contract Counterparty's rights and remedies pursuant to paragraph 2 (*Emitter Undertakings: Biogenic LTSS Data*); and

- (B) paragraph 2 (*Emitter Undertakings: Biogenic LTSS Data*) shall be without prejudice to the Waste ICC Contract Counterparty's rights and remedies pursuant to paragraph 1 (*Emitter Undertakings: Biogenic LTSS Obligation*).

3. ACCESS RIGHTS

Scope of Biogenic LTSS Access Right

- 3.1 With effect from the Start Date, the Emitter shall grant the Waste ICC Contract Counterparty (and any and all persons nominated by the Waste ICC Contract Counterparty and considered by the Waste ICC Contract Counterparty to be suitably qualified) access to:

- (A)
- (i) each Biogenic LTSS;
 - (ii) the Installation;
 - (iii) any plant, machinery, processing or storage facility associated with the Installation; and
 - (iv) any location at which waste or fuel used or to be used at the Installation is located, owned, occupied or controlled by the Emitter and to which the Emitter can lawfully grant access;
- (B) the books and records of the Emitter (including any records or documentation pertaining to each Biogenic LTSS including, without limitation, any annual maintenance and/or inspection reports, maintenance log, competency records, instruction manuals and calibration audits); and
- (C) the directors, officers and employees of the Emitter (who will be instructed to give, as soon as reasonably practicable, all Supporting Information reasonably requested by the Waste ICC Contract Counterparty (and any persons nominated by it in accordance with this paragraph 3.1)),

in each case as the Waste ICC Contract Counterparty considers to be reasonably necessary for the Waste ICC Contract Counterparty to fulfil the Biogenic LTSS Purposes (the "**Biogenic LTSS Access Right**").

- 3.2 If the Waste ICC Contract Counterparty intends to exercise the Biogenic LTSS Access Right it shall give a notice to the Emitter (a "**Biogenic LTSS Access Notice**"). A Biogenic LTSS Access Notice shall specify:

- (A) that the Waste ICC Contract Counterparty or any persons nominated by the Waste ICC Contract Counterparty and considered by it to be suitably qualified intends to exercise the Biogenic LTSS Access Right; and
- (B) the date by which the Emitter must, in accordance with paragraph 3.3, permit the exercise of the Biogenic LTSS Access Right.

- 3.3 The Emitter shall permit the Waste ICC Contract Counterparty to exercise the Biogenic LTSS Access Right by the later of: (i) ten (10) Business Days after receipt of the Biogenic LTSS Access Notice; and (ii) the date specified in the Biogenic LTSS Access Notice.

3.4 The Waste ICC Contract Counterparty shall (and shall procure that any suitably qualified persons nominated by it in accordance with paragraph 3.1 shall):

- (A) take or refrain from taking all such other action as may be reasonably required by the Emitter in order to comply with health and safety rules relating to the Installation; and
- (B) obtain each authorisation, licence, accreditation, permit, consent, certificate, resolution, clearance, exemption, order confirmation, permission or other approval of or from a Competent Authority,

in each case, as is necessary for it to exercise the Biogenic LTSS Access Right.

Failure to comply with Biogenic LTSS Access Right

3.5 If the Emitter fails to comply with its obligation to permit the Waste ICC Contract Counterparty to exercise the Biogenic LTSS Access Right, the Waste ICC Contract Counterparty may elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the Emitter is not in compliance with such obligation, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of:

- (A) its intention to suspend any payment(s); and
- (B) the date from which it proposes to effect such suspension.

3.6 If the Emitter subsequently complies with its obligation to permit the Waste ICC Contract Counterparty to exercise the Biogenic LTSS Access Right, then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of paragraph 3.5. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 3.6.

3.7 If the Emitter:

- (A) fails to comply with its obligations under paragraph 3.3; and
- (B) has not permitted the Waste ICC Contract Counterparty to exercise its Biogenic LTSS Access Right within twenty (20) Business Days following the latest permitted date for compliance with its obligations pursuant to paragraph 3.3,

then a "**Biogenic LTSS Access Termination Event**" will be deemed to have occurred.

Part B
Payment of Biogenic LTSS Fees

1. PAYMENT OF BIOGENIC LTSS FEES

1.1 In respect of any:

- (A) Pre-Implementation Date Month; and
- (B) FE Calculation Month during which one hundred per cent. (100%) of fossil CO₂ emissions are subject to the Carbon Pricing Phase-In Exemption, calculated in accordance with Condition 8.26 (*Exempted Installation FE Multiplier*) of Part 4 (*Payment Calculations*),

the Emitter shall pay the Biogenic LTSS Fees for each Biogenic LTSS with respect to which a Biogenic LTSS Fees Trigger has occurred.

1.2 Any Biogenic LTSS Fees payable under paragraph 1.1 shall be due and payable by the date which falls ten (10) Business Days after the end of the Pre-Implementation Date Month or the FE Calculation Month (as applicable) during which the relevant Biogenic LTSS Fees Trigger occurred.

1.3 Where:

- (A) more than one (1) Biogenic LTSS Fees Trigger applies to the same Biogenic LTSS during a given Pre-Implementation Date Month or FE Calculation Month (as applicable); and/or
- (B) a Biogenic LTSS Fees Trigger has occurred in relation to both the Primary Biogenic LTSS and the corresponding Secondary Biogenic LTSS during a given Pre-Implementation Date Month or FE Calculation Month (as applicable),

only one (1) Biogenic LTSS Fees Trigger will be deemed to have occurred in respect of that Biogenic LTSS for such Pre-Implementation Date Month or FE Calculation Month for the purposes of calculating the Biogenic LTSS Fees payable under paragraph 1.1.

1.4 Where one (1) Biogenic LTSS Fees Trigger applies in respect of more than one (1) Pre-Implementation Date Months and/or FE Calculation Months (as applicable) a Biogenic LTSS Fees Trigger will be deemed to have occurred in respect of each relevant Pre-Implementation Date Month and/or FE Calculation Month.

2. SET-OFF OF BIOGENIC LTSS FEES

Without prejudice to the generality of Condition 15 (*Set-off*), the Waste ICC Contract Counterparty may set off any Biogenic LTSS Fees that are due and payable by the Emitter against any amounts that are due and payable to the Emitter under the Waste ICC Contract.

Part C
Fossil CO₂ Emissions Calculation Methodology

1. INTRODUCTION

- 1.1 The **"LTSS FE Multiplier"** shall be the multiplier (*expressed as a percentage (%)*) in respect of a Biogenic LTSS for the relevant Pre-Implementation Date Month or FE Calculation Month, calculated using the FE Formula in accordance with the methodology set out in paragraphs 2.1 to 6.2.
- 1.2 Subject to paragraph 1.5, where the Emitter has only installed one (1) Biogenic LTSS in accordance with the Biogenic LTSS Technical Specification, the **"Installation FE Multiplier"** (*expressed as a percentage (%)*) in each Pre-Implementation Date Month or FE Calculation Month shall be equal to the LTSS FE Multiplier in respect of that Pre-Implementation Date Month or FE Calculation Month.
- 1.3 Subject to paragraphs 1.4 and 1.5 below, where the Emitter has installed more than one (1) Biogenic LTSS in accordance with the Biogenic LTSS Technical Specification, the **"Installation FE Multiplier"** (*expressed as a percentage (%)*) in each Pre-Implementation Date Month or FE Calculation Month shall be calculated as follows:

$$IFEM_m = \frac{\sum_{LTSS=1}^N CO2in_{LTSS,m} \times LFEM_{LTSS,m}}{\sum_{LTSS=1}^N CO2in_{LTSS,m}}$$

where:

- $IFEM_m$ = the Installation FE Multiplier in respect of that Pre-Implementation Date Month or FE Calculation Month (as applicable) (m) (*expressed as a percentage (%)*);
- $CO2in_{LTSS,m}$ = the Monthly Measured CO₂ Input (*expressed in tCO₂*);
- $LFEM_{LTSS,m}$ = the LTSS FE Multiplier in respect of that Pre-Implementation Date Month or FE Calculation Month (as applicable) (m) calculated in relation to the relevant Biogenic LTSS (*expressed as a percentage (%)*); and
- N = the number of Biogenic LTSS installed at the Installation in accordance with the Biogenic LTSS Technical Specification.

- 1.4 If:
- (A) the Emitter has installed more than one (1) Biogenic LTSS in accordance with the Biogenic LTSS Technical Specification; and
- (B) there are less than five (5) Valid Inlet Pre-Capture Settlement Units in respect of a Pre-Implementation Date Month or FE Calculation Month (as applicable),
- the Installation FE Multiplier shall be calculated as the arithmetic mean of each LTSS FE Multiplier which, for the avoidance of doubt, shall not include consideration of the Monthly Measured CO₂ Input in respect of each Biogenic LTSS.
- 1.5 In respect of each Pre-Implementation Date Month and FE Calculation Month during which a Biogenic LTSS Proving Test has been carried out by the Emitter, the LTSS FE Multiplier which shall be used for the calculation of the Installation FE Multiplier in accordance with paragraph

1.2 or 1.3 (as applicable) for each Biogenic LTSS which is subject to a Biogenic LTSS Proving Test shall be calculated as the weighted average of:

- (A) the LTSS FE Multiplier for the relevant Biogenic LTSS calculated for each period in respect of which a distinct Biogenic CO₂ Emissions Multiplier is reported in accordance with paragraph 4.4(A) (*Sampling*) of Part D (*Biogenic LTSS – Technical Specification*), weighted in proportion to
- (B) the Single Line LTSS Measured CO₂ Input for the relevant Biogenic LTSS Measurement Point, measured during each respective period.

1.6 For the purposes of this Part C (*Fossil CO₂ Emissions Calculation Methodology*), any reference to a "Biogenic LTSS" in any given Pre-Implementation Date Month or FE Calculation Month (as applicable) shall be construed as a reference to:

- (A) each Primary Biogenic LTSS, excluding any Primary Biogenic LTSS in respect of which the Emitter has used the corresponding Secondary Biogenic LTSS in accordance with paragraph 2.3 (*Emitter Undertakings: Biogenic LTSS Data*) of Part A (*Emitter Undertakings*); or
- (B) if applicable, each Secondary Biogenic LTSS which the Emitter has used in accordance with paragraph 2.3 (*Emitter Undertakings: Biogenic LTSS Data*) of Part A (*Emitter Undertakings*).

2. CALCULATIONS OF THE LTSS FE MULTIPLIER AND INSTALLATION FE MULTIPLIER

Calculation of the Installation FE Multiplier

2.1 The Installation FE Multiplier in each Pre-Implementation Date Month and FE Calculation Month shall be calculated in accordance with paragraphs 1.2 to 1.5, provided that for the purpose of such calculation the applicable LTSS FE Multiplier for each Biogenic LTSS shall be:

- (A) in respect of each Biogenic LTSS with respect to which the Emitter is in breach of a Biogenic LTSS Data Obligation(s) in respect of the relevant Pre-Implementation Date Month or FE Calculation Month, the Deemed LTSS FE Multiplier; and
- (B) in respect of each Biogenic LTSS with respect to which the Emitter is not in breach of a Biogenic LTSS Data Obligation in respect of the relevant Pre-Implementation Date Month or FE Calculation Month:
 - (i) if the UK ETS Alignment Review Implementation Date relating to the Initial CRP Mechanism Amendment(s) occurs prior to the last day of the fourth (4th) Month after the Start Date (including the Month in which the Start Date occurs):
 - (a) the LTSS FE Multiplier calculated by applying the OCP Achieved BE Multiplier to the FE Formula for each Pre-Implementation Date Month or FE Calculation Month which occurs in any of the first four (4) Months after the Start Date (including the Month in which the Start Date occurs), unless the Waste ICC Contract Counterparty has carried out an Initial Recalculation or a Final Recalculation, in which case paragraph 2.1(B)(i)(b) shall apply; or
 - (b) the LTSS FE Multiplier for the most recent Pre-Implementation Date Month or FE Calculation Month in respect of which an Initial Recalculation

or a Final Recalculation has been conducted by the Waste ICC Contract Counterparty; and

- (ii) if the UK ETS Alignment Review Implementation Date relating to the Initial CRP Mechanism Amendment(s) occurs after the last day of the fourth (4th) Month after the Start Date (including the Month in which the Start Date occurs), the LTSS FE Multiplier for the most recent Pre-Implementation Date Month or FE Calculation Month in respect of which an Initial Recalculation or a Final Recalculation has been conducted by the Waste ICC Contract Counterparty.

2.2 The Installation FE Multiplier calculated for each FE Calculation Month in accordance with paragraph 2.1 shall be used for the calculation of each Monthly Opex Payment.

3. INITIAL RECALCULATIONS

3.1 In respect of any Pre-Implementation Date Month and any FE Calculation Month, the Waste ICC Contract Counterparty shall recalculate the Installation FE Multiplier (and each LTSS FE Multiplier) within seven (7) Business Days of the earlier of:

- (A) the date on which each and every Biogenic LTSS required to be installed at the Installation in accordance with the Biogenic LTSS Technical Specification has been subject to any of the following:
 - (i) the required Biogenic LTSS Report for that Biogenic LTSS in relation to that Pre-Implementation Date Month or FE Calculation Month (as applicable) is provided or becomes available to the Waste ICC Contract Counterparty;
 - (ii) the occurrence of any event in respect of that Pre-Implementation Date Month or FE Calculation Month (as applicable) which results in the application of a Deemed LTSS FE Multiplier pursuant to this Annex 13 (*Biogenic LTSS Requirements*); and/or
 - (iii) an Early Recalculation Notice has been provided in respect of that Biogenic LTSS for that Pre-Implementation Date Month or FE Calculation Month (as applicable); or
- (B) the FE Submission Deadline.

3.2 In conducting an Initial Recalculation pursuant to:

- (A) paragraph 3.1(A), the following principles shall apply to the determination of each LTSS FE Multiplier:
 - (i) in respect of each Biogenic LTSS with respect to which the relevant Biogenic LTSS Report has been provided or made available to the Waste ICC Contract Counterparty in accordance with paragraph 3.1(A)(i), the relevant LTSS FE Multiplier shall be calculated by applying the Biogenic CO₂ Emissions Multiplier contained in the relevant Biogenic LTSS Report to the FE Formula;
 - (ii) in respect of each Biogenic LTSS with respect to which paragraph 3.1(A)(ii) applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier; and
 - (iii) in respect of each Biogenic LTSS which is subject to an Early Recalculation Notice, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier; and/or

- (B) paragraph 3.1(B), the Installation FE Multiplier (and each LTSS FE Multiplier) shall be the Deemed LTSS FE Multiplier.
- 3.3 No Compensatory Interest or Default Interest shall be payable in respect of any Opex FE Adjustment Amount calculated pursuant to any Initial Recalculation.
4. **FINAL RECALCULATIONS**
- 4.1 If an Initial Recalculation was conducted by the Waste ICC Contract Counterparty pursuant to paragraph 3.1(B), the Waste ICC Contract Counterparty shall conduct a Final Recalculation in accordance with paragraphs 4.2 and 4.3.
- 4.2 The Waste ICC Contract Counterparty shall recalculate the Installation FE Multiplier (and each LTSS FE Multiplier) in respect of any Pre-Implementation Date Month and any FE Calculation Month, within seven (7) Business Days of the earlier of:
- (A) the date on which each and every Biogenic LTSS required to be installed at the Installation in accordance with the Biogenic LTSS Technical Specification has been subject to any of the following:
 - (i) the required Biogenic LTSS Report for that Biogenic LTSS in relation to that Pre-Implementation Date Month or FE Calculation Month (as applicable) is provided or becomes available to the Waste ICC Contract Counterparty;
 - (ii) the occurrence of any event in respect of that Pre-Implementation Date Month or FE Calculation Month (as applicable) which results in the application of a Deemed LTSS FE Multiplier pursuant to this Annex 13 (*Biogenic LTSS Requirements*); and/or
 - (iii) an Early Recalculation Notice has been provided in respect of that Biogenic LTSS for that Pre-Implementation Date Month or FE Calculation Month (as applicable); and
 - (B) the Longstop FE Submission Deadline.
- 4.3 When conducting a Final Recalculation pursuant to paragraph 4.2, the following principles shall apply to the determination of each LTSS FE Multiplier:
- (A) in respect of each Biogenic LTSS with respect to which the relevant Biogenic LTSS Report has been provided or made available to the Waste ICC Contract Counterparty in accordance with paragraph 4.2(A)(i), each LTSS FE Multiplier shall be calculated by applying the Biogenic CO₂ Emissions Multiplier contained in the relevant Biogenic LTSS Report to the FE Formula;
 - (B) in respect of each Biogenic LTSS with respect to which paragraph 4.2(A)(ii) applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier;
 - (C) in respect of each Biogenic LTSS which is subject to an Early Recalculation Notice, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier; and
 - (D) in respect of each Biogenic LTSS with respect to which no Biogenic LTSS Report has been provided by the Longstop FE Submission Deadline, the relevant LTSS FE Multiplier shall remain the Deemed LTSS FE Multiplier.
- 4.4 If the relevant Biogenic LTSS Report for any Biogenic LTSS referred to in paragraph 4.3(D) above is provided or becomes available to the Waste ICC Contract Counterparty after the

Longstop FE Submission Deadline, the relevant LTSS FE Multiplier shall remain the Deemed LTSS FE Multiplier.

- 4.5 If any manifest error is identified in a Biogenic LTSS report provided by the Emitter on or before the Longstop FE Submission Deadline, the Emitter shall promptly provide to the Waste ICC Contract Counterparty a corrected Biogenic LTSS Report, including any relevant Supporting Information, in each case to the satisfaction of the Waste ICC Contract Counterparty.
- 4.6 Within seven (7) Business Days of receipt of a corrected Biogenic LTSS Report in accordance with paragraph 4.5, the Waste ICC Contract Counterparty shall recalculate the Installation FE Multiplier for the relevant Pre-Implementation Date Month or FE Calculation Month (as applicable) and Condition 8.27 (*Calculation of Opex FE Adjustment Amount*) shall be applied by the Waste ICC Contract Counterparty for the purposes of determining the appropriate Opex FE Adjustment Amount. This provision shall apply even if the corrected Biogenic LTSS Report is only provided or becomes available to the Waste ICC Contract Counterparty after the Longstop FE Submission Deadline.
- 4.7 No Compensatory Interest or Default Interest shall be payable in respect of any Opex FE Adjustment Amount calculated pursuant to any Final Recalculation.

5. **EARLY RECALCULATION NOTICE**

- 5.1 At any time prior to the Longstop FE Submission Deadline, the Emitter shall promptly notify the Waste ICC Contract Counterparty if it becomes aware that it will not be able to submit or procure the submission of the Biogenic LTSS Report to the Waste ICC Contract Counterparty for a particular Biogenic LTSS in respect of a Pre-Implementation Date Month or FE Calculation Month (as applicable) on or before the relevant Longstop FE Submission Deadline (an "**Early Recalculation Notice**").
- 5.2 If the Emitter issues an Early Recalculation Notice to the Waste ICC Contract Counterparty, the Emitter shall specify in such Early Recalculation Notice why the Emitter considers that it will not be able to submit or procure the submission of the relevant Biogenic LTSS Report on or before the relevant Longstop FE Submission Deadline.
- 5.3 If the Emitter issues an Early Recalculation Notice to the Waste ICC Contract Counterparty:
 - (A) the Biogenic LTSS Report subject to the Early Recalculation Notice will be deemed to have been provided; and
 - (B) the LTSS FE Multiplier for the relevant Biogenic LTSS Report shall be the Deemed LTSS FE Multiplier for the purposes of the Initial Recalculations and/or the Final Recalculations.
- 5.4 Any LTSS FE Multiplier deemed to be the Deemed LTSS FE Multiplier pursuant to paragraph 5.3 shall be final and binding upon the Parties and may not be subject to any further recalculations pursuant to this Annex 13 (*Biogenic LTSS Requirements*). For the avoidance of doubt, if the required Biogenic LTSS Report for the relevant Biogenic LTSS is later provided or becomes available to the Waste ICC Contract Counterparty, the relevant LTSS FE Multiplier shall remain the Deemed LTSS FE Multiplier.

6. **FAILED BIOGENIC LTSS PROVING TEST**

- 6.1 If paragraph 4.12(B) of Part C (*Biogenic LTSS – Operations*) of the Biogenic LTSS Technical Specification applies to a Biogenic LTSS, the Emitter shall be deemed to have breached the Biogenic LTSS Data Obligation in respect of the relevant Biogenic LTSS during the period:

- (A) commencing on the date on which the first manually extractive test was undertaken by the Emitter pursuant to paragraph 4.8(A) of Part C (*Biogenic LTSS – Operations*) of the Biogenic LTSS Technical Specification in respect of the Biogenic LTSS Proving Test; and
 - (B) ending on the date on which the Emitter is deemed to have passed the Further Biogenic LTSS Proving Test pursuant to paragraph 4.12(A) of Part C (*Biogenic LTSS – Operations*) of the Biogenic LTSS Technical Specification.
- 6.2 If, following the performance of a Further Biogenic LTSS Proving Test, the Emitter is deemed to have passed the Further Biogenic LTSS Proving Test pursuant to paragraph 4.12(A) of Part C (*Biogenic LTSS – Operations*) of the Biogenic LTSS Technical Specification:
- (A) the LTSS FE Multiplier in respect of the Biogenic LTSS in relation to which the relevant Further Biogenic LTSS Proving Test was performed shall be adjusted by applying the Biogenic CO₂ Emissions Multiplier contained in each relevant Biogenic LTSS Report to the FE Formula in respect of the period:
 - (i) commencing on the date on which the first manually extractive test was undertaken by the Emitter pursuant to paragraph 4.8(A) of Part C (*Biogenic LTSS – Operations*) of the Biogenic LTSS Technical Specification in respect of the Biogenic LTSS Proving Test; and
 - (ii) ending on the date on which the Emitter is deemed to have passed the Further Biogenic LTSS Proving Test pursuant to paragraph 4.12(A) of Part C (*Biogenic LTSS – Operations*) of the Biogenic LTSS Technical Specification; and
 - (B) Condition 8.27 (*Calculation of Opex FE Adjustment Amount*) shall be applied by the Waste ICC Contract Counterparty for the purposes of determining the appropriate Opex FE Adjustment Amount.
7. **RECALCULATIONS: OPEX FE ADJUSTMENT AMOUNT**
- 7.1 When an Initial Recalculation and/or a Final Recalculation is conducted by the Waste ICC Contract Counterparty in respect of any FE Calculation Month, Condition 8.27 (*Calculation of Opex FE Adjustment Amount*) shall be applied by the Waste ICC Contract Counterparty for the purposes of determining the appropriate Opex FE Adjustment Amount.
- 7.2 If any of paragraph 1.10, 2.7(B), 2.7(C)(iii) or 2.11(B) of Part A (*Emitter Undertakings*) or paragraph 3.8(B) or 3.12(B) of Part D (*Biogenic LTSS – Technical Specification*) of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) applies to a Biogenic LTSS in respect of which:
- (A) an Initial Recalculation has been conducted by the Waste ICC Contract Counterparty pursuant to paragraph 3.1(A); or
 - (B) a Final Recalculation has been conducted by the Waste ICC Contract Counterparty,
- the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for each FE Calculation Month(s) during which there has been a breach and Condition 8.27 (*Calculation of Opex FE Adjustment Amount*) shall be applied by the Waste ICC Contract Counterparty for the purposes of determining the appropriate Opex FE Adjustment Amount.

Appendix 1

Biogenic LTSS Operational Framework and Technical Specification

1. DEFINITIONS: APPENDIX 1

1.1 In this Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*):

"Annual Recalculation" means the recalculation of the LTSS FE Multiplier and/or Deemed LTSS FE Multiplier (as applicable) for each relevant FE Calculation Month performed by the Waste ICC Contract Counterparty in accordance with paragraph 6.9 (*Biogenic LTSS Data Auditing Report & Verification Statement: Annual Recalculation*) of Part D (*Biogenic LTSS - Technical Specification*);

"Auditing Report Section" has the meaning given to that term in paragraph 6.2(C)(i) (*Biogenic LTSS Data Auditing Report & Verification Statement requirements*) of Part D (*Biogenic LTSS – Technical Specification*);

"Biogenic CO₂ Measurement Data" has the meaning given to that term in paragraph 3.1 (*Reporting, recording, and determining of Biogenic CO₂ Measurement Data*) of Part D (*Biogenic LTSS – Technical Specification*);

"Biogenic LTSS Auditing and Verification Non-Compliance Event" has the meaning given to that term in paragraph 6.10 (*Non-compliance with the auditing and verification requirements*) of Part D (*Biogenic LTSS – Technical Specification*);

"Biogenic LTSS Data Auditing Report & Verification Statement" has the meaning given to that term in paragraph 6.2 (*Biogenic LTSS Data Auditing Report & Verification Statement requirements*) of Part D (*Biogenic LTSS – Technical Specification*);

"Biogenic LTSS Data Auditing Report & Verification Statement Response Notice" has the meaning given to that term in paragraph 6.6 (*Biogenic LTSS Data Auditing Report & Verification Statement Response Notice*) of Part D (*Biogenic LTSS – Technical Specification*);

"Biogenic LTSS Data Auditing Report & Verification Statement Supporting Information" has the meaning given to that term in paragraph 6.6(C) (*Biogenic LTSS Data Auditing Report & Verification Statement Response Notice*) of Part D (*Biogenic LTSS – Technical Specification*);

"Biogenic LTSS Data Obligation Deemed Breach" has the meaning given to that term in paragraph 3.5 (*Deemed breach of the Biogenic LTSS Data Obligation*) of Part D (*Biogenic LTSS - Technical Specification*);

"Biogenic LTSS Data Obligation Deemed Breach Response Notice Period" has the meaning given to that term in paragraph 3.7 (*Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation Deemed Breach(es)*) of Part D (*Biogenic LTSS -Technical Specification*);

"Biogenic LTSS Material Change" means a change to any component of a Biogenic LTSS which has, or may have, an impact on the Biogenic LTSS Meta-Data;

"Biogenic LTSS OTF" means, in respect of each Biogenic LTSS, the operational time fraction (*expressed as a percentage (%)*) during the relevant OP Billing Period, calculated in accordance with the following formula:

$$\text{Biogenic LTSS OTF} = \frac{t_{LTSS}}{t_{process}} \times 100$$

where:

t_{LTSS} = the Total Biogenic LTSS Sampling Time; and

$t_{process}$ = the Total Measured Process Stream Operating Time;

"Biogenic LTSS OTF Threshold" has the meaning given to that term in paragraph 3.5(A) (*Deemed breach of the Biogenic LTSS Data Obligation*) of Part D (*Biogenic LTSS – Technical Specification*);

"Biogenic LTSS Proving Test" means the test described in paragraph 4.8 of Part C (*Biogenic LTSS – Operations*) or as otherwise agreed in accordance with paragraph 4.14 of Part C (*Biogenic LTSS – Operations*);

"Biogenic LTSS Proving Test Notice" has the meaning given to that term in paragraph 4.9 of Part C (*Biogenic LTSS – Operations*);

"Biogenic LTSS Proving Test Response Notice" has the meaning given to that term in paragraph 4.11 of Part C (*Biogenic LTSS – Operations*);

"Biogenic LTSS Proving Test Supporting Information" has the meaning given to that term in paragraph 4.11(C) of Part C (*Biogenic LTSS – Operations*);

"Biogenic LTSS Technical Assurance" means compliance by the Emitter with the requirements of this Biogenic LTSS Technical Specification in relation to each Biogenic LTSS;

"Biogenic LTSS Technical Assurance Agent" means a third party Representative appointed by the Waste ICC Contract Counterparty to be responsible for monitoring Biogenic LTSS Technical Assurance;

"Biogenic LTSS Technical Details" means all of the technical details relating to a Biogenic LTSS that are required to enable data to be collected, measured and correctly interpreted from that Biogenic LTSS in accordance with the Biogenic LTSS Technical Specification;

"Biogenic LTSS Technical Specification" means this Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*);

"Biogenic LTSS Verification Statement Auditor" has the meaning given to that term in paragraph 6.3(A) (*Biogenic LTSS Data Auditing Report & Verification Statement requirements*) of Part D (*Biogenic LTSS - Technical Specification*);

"Biogenic LTSS Waste ICC Technical Audit" means an audit, check, examination or inspection conducted by the Waste ICC Contract Counterparty and/or its appointed Representative in accordance with Part B (*Biogenic LTSS – Technical Assurance*) of this Biogenic LTSS Technical Specification:

- (A) once every three (3) years in accordance with the timings set out in paragraph 4.3 of Part B (*Biogenic LTSS – Technical Assurance*) (each a **"Routine Biogenic Waste ICC LTSS Audit"**); or
- (B) with such frequency as is considered necessary by the Waste ICC Contract Counterparty in accordance with paragraph 4.1 of Part B (*Biogenic LTSS – Technical Assurance*), acting reasonably (each a **"Non-Routine Biogenic Waste ICC LTSS Audit"**);

"Capture Plant Bypass Line" has the meaning given to that term in Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*);

"DCS" means a Distributed Control System;

"Emitter Biogenic LTSS Data Obligation Deemed Breach Notice" has the meaning given to that term in paragraph 3.9 (*Notification by Emitter of Biogenic LTSS Data Obligation Deemed Breach*) of Part D (*Biogenic LTSS - Technical Specification*);

"Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice" has the meaning given to that term in paragraph 3.7 (*Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation Deemed Breach(es)*) of Part D (*Biogenic LTSS - Technical Specification*);

"Further Biogenic LTSS Data Auditing Report & Verification Statement Response Notice" has the meaning given to that term in paragraph 6.7(C)(ii) (*Biogenic LTSS Data Auditing Report & Verification Statement Response Notice*) of Part D (*Biogenic LTSS – Technical Specification*);

"Further Biogenic LTSS Proving Test" means any Biogenic LTSS Proving Test which the Emitter is required to carry out pursuant to paragraph 4.12(B)(iii) of Part C (*Biogenic LTSS – Operations*);

"Further Biogenic LTSS Proving Test Response Notice" has the meaning given to that term in paragraph 4.12(C)(ii) of Part C (*Biogenic LTSS – Operations*);

"Inaccurate Biogenic CO₂ Measurement Data" means any Biogenic CO₂ Measurement Data which is generated in circumstances where:

- (A) there is an error in a correction factor or scaling factor within the DAHS;
- (B) there is an error in the transcription from the DAHS to the Waste ICC Contract Counterparty; and/or
- (C) a Biogenic LTSS is otherwise incorrectly recording data;

"Invitee" means each of:

- (A) the Waste ICC Contract Counterparty acting through any reasonably nominated employee, agent or contractor; and
- (B) the Biogenic LTSS Technical Assurance Agent, acting through any reasonably nominated employee, agent or contractor;

"Non-Routine Biogenic Waste ICC LTSS Audit" has the meaning given to that term in limb (B) of the definition of Biogenic LTSS Waste ICC Technical Audit;

"OCP Biogenic LTSS Proving Test" has the meaning given to that term in paragraph 4.5(A) of Part C (*Biogenic LTSS - Operations*);

"Quality Assurance Requirements" has the meaning given to that term in paragraph 3.13 (*Quality Assurance Requirements*) of Part D (*Biogenic LTSS – Technical Specification*);

"Routine Biogenic Waste ICC LTSS Audit" has the meaning given to that term in limb (A) of the definition of Biogenic LTSS Waste ICC Technical Audit;

"Sample" means a Sampling Medium which has captured or absorbed the CO₂ extracted by a Biogenic LTSS and which is intended to be submitted to an analytical laboratory for the determination of the Biogenic CO₂ Emissions Multiplier;

"Sampling Medium" means a medium used to capture or absorb the CO₂ extracted by a Biogenic LTSS and **"Sampling Media"** shall be construed accordingly;

"Total Biogenic LTSS Sampling Time" means the total sampling time of each Biogenic LTSS during the Total Measured Process Stream Operating Time (*expressed in minutes*) but excluding any period of time during which:

- (A) Inaccurate Biogenic CO₂ Measurement Data is excluded in respect of the relevant Biogenic LTSS pursuant to paragraph 4.6(B) of Part A (*Biogenic LTSS – General*); and
- (B) the events described in paragraph (B) of the definition of "Total Measured Process Stream Operating Time" have occurred and are continuing;

"Total Measured Process Stream Operating Time" means the total amount of time (*expressed in minutes*) in the relevant OP Billing Period during which each Biogenic LTSS should be sampling, being:

- (A) the total amount of time (*expressed in minutes*) in the relevant OP Billing Period;
minus
- (B) the period of time (*expressed in minutes*) during which the following have occurred and are continuing:
 - (i) a Full Capture Outage Event, as submitted by the Emitter to the Waste ICC Contract Counterparty in accordance with Condition 24.2 (*Notification of Emitter Planned Outages*);
 - (ii) a Full Waste Installation Outage Event, as submitted by the Emitter to the Waste ICC Contract Counterparty in accordance with Condition 24.2 (*Notification of Emitter Planned Outages*);
 - (iii) only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, there is no flow of CO₂ to the Capture Plant from the process stream at which the relevant Biogenic LTSS is located, except where this is as a result of a Full Capture Outage Event or a Full Waste Installation Outage Event described above (in each case, to avoid double counting) or as a result of a T&S Outage Event;
 - (iv) there is no flow of CO₂ to the T&S Network from the process stream at which the relevant Biogenic LTSS is located, except where this is as a result of a Full Capture Outage Event, a Full Waste Installation Outage Event, the occurrence of the event described in paragraph (B)(iii) above (in each case, to avoid double counting) or as a result of a T&S Outage Event; and/or
 - (v) manually extractive tests in respect of the relevant Biogenic LTSS pursuant to paragraph 4.8(A) of Part C (*Biogenic LTSS - Operations*);

"Verification Statement Section" has the meaning given to that term in paragraph 6.2(C)(ii) (*Biogenic LTSS Data Auditing Report & Verification Statement requirements*) of Part D (*Biogenic LTSS – Technical Specification*);

"Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice" has the meaning given to that term in paragraph 3.6 (*Notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation Deemed Breach(es)*) of Part D (*Biogenic LTSS - Technical Specification*); and

"Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Response Notice" has the meaning given to that term in paragraph 3.11 (*Response to notification by Emitter of a Biogenic LTSS Data Obligation Deemed Breach*) of Part D (*Biogenic LTSS - Technical Specification*).

Part A
Biogenic LTSS – General

1. INTRODUCTION

1.1 This Part sets out:

- (A) the general requirements for the installation, commissioning, operation and maintenance of each Biogenic LTSS;
- (B) the Emitter's responsibilities, the ownership and use of data and the access to each Biogenic LTSS; and
- (C) the functions of any Representative appointed by the Waste ICC Contract Counterparty in connection with such Biogenic LTSS.

1.2 For the purposes of this Biogenic LTSS Technical Specification, the relevant quantities of Biogenic CO₂ Emissions shall be measured and recorded through each Biogenic LTSS installed, commissioned, operated and maintained and otherwise provided for as set out in this Part A (*Biogenic LTSS – General*).

1.3 In this Biogenic LTSS Technical Specification:

- (A) in relation to a Biogenic LTSS, references to requirements under the Biogenic LTSS Technical Specification shall be construed as requirements in relation to each Biogenic LTSS and associated equipment comprised or required to be comprised in that Biogenic LTSS;
- (B) references to a Biogenic LTSS includes a Biogenic LTSS comprising one (1) Biogenic LTSS which a third party is or will be required to install;
- (C) references to a Biogenic LTSS shall be construed as references to each Biogenic LTSS and associated equipment which is or will be comprised in such Biogenic LTSS;
- (D) **"commission"** means to commission for the purposes of the Waste ICC Contract Settlement Activities in accordance with this Biogenic LTSS Technical Specification and **"commissioned"** and other derivative terms shall be construed accordingly; and
- (E) any rate and/or value referenced in this Biogenic LTSS Technical Specification as being at "STP" is to be measured and recorded at Standard Temperature (273.15 K) and Pressure (101.3 kPa).

2. EMITTER RESPONSIBILITY FOR BIOGENIC LTSS MEASUREMENT EQUIPMENT

2.1 The principal functions and responsibilities of the Emitter (or any Representatives on its behalf) shall be to install, commission, operate, test, maintain, rectify faults in and provide a sealing service in respect of each Biogenic LTSS in accordance with this Biogenic LTSS Technical Specification.

2.2 The Emitter shall comply with or (as appropriate) procure that any of its Representatives comply with the requirements of this Biogenic LTSS Technical Specification.

3. BIOGENIC LTSS – BASIC REQUIREMENTS

Emitter Responsibilities

3.1 The Emitter shall ensure that each Biogenic LTSS is:

- (A) calibrated, tested, installed and commissioned; and
- (B) operated and maintained,

for the purposes described in paragraph 1.2 in accordance with and subject to the provisions of this Biogenic LTSS Technical Specification.

Biogenic LTSS Technical Details

3.2 The Emitter shall, in accordance with this Biogenic LTSS Technical Specification:

- (A) establish and maintain Biogenic LTSS Technical Details in respect of each Biogenic LTSS; and
- (B) ensure that such Biogenic LTSS Technical Details are true, complete and accurate.

Information and records

3.3 The Emitter shall:

- (A) comply with the requirements of the Waste ICC Contract when providing the Waste ICC Contract Counterparty with information relating to each Biogenic LTSS, including the Biogenic LTSS Technical Details;
- (B) provide such Biogenic LTSS Technical Details to the Waste ICC Contract Counterparty; and
- (C) provide the Waste ICC Contract Counterparty with all such information regarding each Biogenic LTSS as the Waste ICC Contract Counterparty reasonably requires for the purposes of carrying out a Biogenic LTSS Waste ICC Technical Audit.

3.4 The information to be provided under paragraph 3.3 shall include information regarding:

- (A) the installation of any new Biogenic LTSS (including the calibration, testing and commissioning and the relevant dates and time periods, related to such installation);
- (B) the dates and time periods during which an event alarm is recorded pursuant to paragraph 4.13 of Part D (*Biogenic LTSS – Technical Specification*) for such Biogenic LTSS(s); and
- (C) any change to a Biogenic LTSS which does not constitute a Biogenic LTSS Material Change.

3.5 The Emitter shall:

- (A) prepare and maintain complete and accurate records in relation to each Biogenic LTSS; and
- (B) provide a copy of such records to the Waste ICC Contract Counterparty promptly upon request.

Compliance with the Biogenic LTSS Technical Specification

- 3.6 All components of each Biogenic LTSS shall, as a minimum, comply with the requirements referred to or set out in Part D (*Biogenic LTSS – Technical Specification*).
- 3.7 The Emitter shall provide such evidence as the Waste ICC Contract Counterparty may require to confirm that, following its commissioning, each Biogenic LTSS meets the requirements of the Biogenic LTSS Technical Specification. This evidence shall be traceable and dated.
- 3.8 Subject to paragraphs 3.9 and 3.10, each component of each Biogenic LTSS shall be required to comply with the applicable standards specified in the Biogenic LTSS Technical Specification which are current at the Agreement Date.
- 3.9 If, following the Agreement Date, any component of each Biogenic LTSS is calibrated, tested, installed or commissioned, the calibration, testing, installation or commissioning of such component shall be required to be carried out in accordance with and comply with the latest version of the standards specified in the Biogenic LTSS Technical Specification prevailing at the time of such calibration, testing, installation or commissioning.

Biogenic LTSS Material Change

- 3.10 Notwithstanding paragraphs 3.6 to 3.8, where any Biogenic LTSS Material Change occurs:
- (A) the Emitter shall promptly, and in any event no later than two (2) Business Days following such Biogenic LTSS Material Change, notify the Waste ICC Contract Counterparty; and
 - (B) the latest version of the standards specified in the Biogenic LTSS Technical Specification shall apply to the components which are the subject of such Biogenic LTSS Material Change.

Commissioning and maintenance of Biogenic LTSS

- 3.11 The Emitter shall, at its own cost and expense, ensure that each Biogenic LTSS is kept in good working order, repair and condition in accordance with Part D (*Biogenic LTSS – Technical Specification*) to the extent necessary to allow the correct registration, recording and transmission of the Biogenic LTSS Data by the relevant component of the relevant Biogenic LTSS.
- 3.12 If any component of a Biogenic LTSS is removed, replaced or otherwise changed, then the commissioning and maintenance record in relation to such removed, replaced or changed component (including any replacement) shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be provided to the Waste ICC Contract Counterparty upon request.

Testing and inspection

- 3.13 The Emitter shall ensure that routine audits, tests and checks, including but not limited to any audits, tests and checks required pursuant to the Biogenic LTSS Technical Specification and the preparation of any Biogenic LTSS Data Auditing Report & Verification Statements, are carried out to confirm that the Emitter has complied and is complying with the Quality Assurance Requirements, in addition to the Biogenic LTSS Waste ICC Technical Audits carried out by the Waste ICC Contract Counterparty (or its appointed Representative).
- 3.14 The Emitter shall give the Waste ICC Contract Counterparty reasonable prior notice of the date, time, place and nature of every audit test and/or check carried out on behalf of the Emitter pursuant to paragraph 3.13 of this Part A (*Biogenic LTSS – General*) and the Waste ICC Contract Counterparty shall have the right to attend such audit test(s) and/or check(s).

- 3.15 The Waste ICC Contract Counterparty may appoint a Biogenic LTSS Technical Assurance Agent to conduct an inspection of a Biogenic LTSS as part of the Routine Biogenic Waste ICC LTSS Audit. The timing and frequency of such an inspection shall be independent of any inspection carried out or otherwise attended by the Waste ICC Contract Counterparty under paragraphs 3.14 or 3.17. The Waste ICC Contract Counterparty shall give the Emitter notice of its intention to carry out such an inspection, setting out the date on which it proposes to do so, which shall generally be no sooner than ten (10) Business Days after the date of the notice.
- 3.16 All reasonable costs incurred in undertaking a Routine Biogenic Waste ICC LTSS Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed Representative in attending the Installation and the reasonable costs of any tests which form part of such Routine Biogenic Waste ICC LTSS Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 3.17 If the Waste ICC Contract Counterparty has reason to believe that any component of a Biogenic LTSS does not comply with the requirements set out in this Biogenic LTSS Technical Specification or a Biogenic LTSS is otherwise for any reason recording Inaccurate Biogenic CO₂ Measurement Data:
- (A) the Waste ICC Contract Counterparty may require the Emitter to inspect and then test the relevant Biogenic LTSS as soon as reasonably practicable, and in any event no later than ten (10) Business Days after the Waste ICC Contract Counterparty gives notice of such requirement pursuant to this paragraph (A), whereupon the Emitter shall carry out such test in the presence of a Representative of the Waste ICC Contract Counterparty; or
 - (B) the Waste ICC Contract Counterparty may, as part of a Non-Routine Biogenic Waste ICC LTSS Audit and without giving notice to the Emitter, arrange for the inspection of the relevant Biogenic LTSS by a Biogenic LTSS Technical Assurance Agent appointed by the Waste ICC Contract Counterparty, and for such agent to carry out such tests as such agent shall deem necessary to determine whether or not the Emitter has complied and is complying with Part D (*Biogenic LTSS – Technical Specification*), including any Quality Assurance Requirements, and the Emitter shall co-operate with such agent in carrying out such tests. A Biogenic LTSS Technical Assurance Agent shall be entitled to assume that all required consents have been obtained for the relevant inspection until such time as it is notified to the contrary.
- 3.18 Subject to paragraph 3.19, all reasonable costs incurred in undertaking a Non-Routine Biogenic Waste ICC LTSS Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its Representative in attending the Installation and the reasonable costs of any tests which form part of that Non-Routine Biogenic Waste ICC LTSS Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 3.19 Where pursuant to a Non-Routine Biogenic Waste ICC LTSS Audit, the Emitter is found not to be in material breach of any requirement of this Biogenic LTSS Technical Specification, any reasonable costs reasonably incurred by the Emitter in carrying out any inspections and tests required by the Waste ICC Contract Counterparty as part of a Non-Routine Biogenic Waste ICC LTSS Audit (but excluding any costs associated with the attendance by the Emitter and/or its Representative(s) at such inspections and tests), shall be payable by the Waste ICC Contract Counterparty and included in the next Opex Payment Billing Statement, unless such Non-Routine Biogenic Waste ICC LTSS Audit has been requested by the Emitter in accordance with paragraph 4.1(F) of Part B (*Biogenic LTSS – Technical Assurance*) in which

case the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its Representative shall be payable by the Emitter and included in the next Opex Payment Billing Statement. For the purposes of this paragraph, "**material breach**" shall mean a breach that has a material impact on the Biogenic CO₂ Measurement Data provided for the purposes of the Waste ICC Contract Settlement Activities.

- 3.20 Any test carried out pursuant to paragraphs 3.13 to 3.18 shall comply with Part D (*Biogenic LTSS – Technical Specification*).

Sealing and security

- 3.21 The Emitter shall:

- (A) procure that each Biogenic LTSS is sealed in accordance with Part D (*Biogenic LTSS – Technical Specification*);
- (B) procure that each Biogenic LTSS is as secure as possible in all circumstances; and
- (C) notify the Waste ICC Contract Counterparty as soon as reasonably practicable and in any event no later than two (2) Business Days after becoming aware that any of the Biogenic LTSS' seals are broken or damaged.

4. DATA

Ownership of data

- 4.1 Subject to paragraph 4.2, the Emitter shall own the Biogenic LTSS Data and may provide any person with access to and use of such Biogenic LTSS Data.
- 4.2 The Emitter shall not exercise any rights in relation to, or provide any person with any use of or access to, Biogenic LTSS Data in a manner which would interfere with the Waste ICC Contract Settlement Activities or which otherwise would be inconsistent with giving effect to the Waste ICC Contract or this Biogenic LTSS Technical Specification (including the exercise of the Waste ICC Contract Counterparty's rights hereunder).

Access to and use of data

- 4.3 The Emitter shall promptly provide access to, and hereby authorises the use of, Biogenic LTSS Data, to and by the Waste ICC Contract Counterparty, any of its Representatives and/or any independent auditor responsible for preparing a Biogenic LTSS Data Auditing Report & Verification Statement for all purposes for which such person requires such access and use pursuant to or in order to fulfil the Waste ICC Contract Counterparty Permitted Purposes but not for any other purpose.
- 4.4 The Emitter shall promptly provide the Biogenic LTSS Data to:
- (A) each Third Party, including the independent auditor responsible for preparing the Biogenic LTSS Data Auditing Report & Verification Statement; and
 - (B) any other person,

who (in either case) is entitled to receive such Biogenic LTSS Data in accordance with the Waste ICC Contract or this Biogenic LTSS Technical Specification.

Frequency of submission of Biogenic CO₂ Measurement Data

- 4.5 Should the Waste ICC Contract Counterparty approve a request by the Emitter to change the frequency with which it provides details of the Biogenic CO₂ Measurement Data to the Waste ICC Contract Settlement Services Provider pursuant to the Waste ICC Contract, the Waste ICC Contract Counterparty may charge an administrative fee to cover its reasonable costs in relation to such change.

Inaccurate Biogenic CO₂ Measurement Data

- 4.6 If the Emitter becomes aware at any time that any Biogenic CO₂ Measurement Data measured by any Biogenic LTSS is Inaccurate Biogenic CO₂ Measurement Data:
- (A) if, subject to paragraph 4.7 below, it is technically feasible to correct such Inaccurate Biogenic CO₂ Measurement Data such that it is not Inaccurate Biogenic CO₂ Measurement Data, the Emitter shall:
 - (i) correct such Biogenic CO₂ Measurement Data to the satisfaction of the Waste ICC Contract Counterparty as soon as possible and in any event by the start of the next Billing Period;
 - (ii) notify the Waste ICC Contract Counterparty of such corrected Biogenic CO₂ Measurement Data within two (2) Business Days of such Biogenic CO₂ Measurement Data being corrected; and
 - (iii) the Inaccurate Biogenic CO₂ Measurement Data shall be replaced with such corrected Biogenic CO₂ Measurement Data for the purposes of the Waste ICC Contract; or
 - (B) if it is not technically feasible to correct such Inaccurate Biogenic CO₂ Measurement Data, or if such Inaccurate Biogenic CO₂ Measurement Data is not corrected pursuant to paragraph 4.6(A) above, the period of time during which such Inaccurate Biogenic CO₂ Measurement Data is measured by the Biogenic LTSS will be excluded from the calculation of the Total Biogenic LTSS Sampling Time in respect of the relevant Biogenic LTSS(s).
- 4.7 Without prejudice to the Emitter's right to provide corrected Biogenic CO₂ Measurement Data which relates to a Secondary Biogenic LTSS in accordance with paragraph 4.8, for the purposes of paragraph 4.6 above, the Emitter shall not be considered to have technically corrected Inaccurate Biogenic CO₂ Measurement Data by providing Biogenic LTSS Data to the Waste ICC Contract Counterparty in respect of any other Biogenic LTSS, a previous Pre-Implementation Date Month(s) or a previous FE Calculation Month(s).
- 4.8 For the purposes of paragraph 4.6 above, the Emitter may provide corrected Biogenic CO₂ Measurement Data which relates to a Secondary Biogenic LTSS, provided that:
- (A) such corrected Biogenic CO₂ Measurement Data is accompanied by:
 - (i) details of the reason for providing corrected Biogenic CO₂ Measurement Data in relation to a Secondary Biogenic LTSS, to the reasonable satisfaction of the Waste ICC Contract Counterparty; and
 - (ii) Supporting Information in form and content reasonably satisfactory to the Waste ICC Contract Counterparty to evidence the same; and
 - (B) any Biogenic LTSS Report submitted to the Waste ICC Contract Counterparty in respect of the relevant Pre-Implementation Date Month or FE Calculation Month shall:

- (i) relate to such Secondary Biogenic LTSS (and shall not include any data from the corresponding Primary Biogenic LTSS); and
- (ii) be used by the Waste ICC Contract Counterparty to calculate the relevant LTSS FE Multiplier and conduct the relevant Initial Recalculation or Final Recalculation under this Annex 13 (*Biogenic LTSS Requirements*).

5. ACCESS TO PROPERTY

Grant and procurement of rights

- 5.1 The Emitter shall permit the Waste ICC Contract Counterparty and any Invitee to access any part of the relevant property in accordance with this paragraph 5.
- 5.2 In this paragraph 5, the "**relevant property**" is:
- (A) any and all components of each Biogenic LTSS, the DCS and the DAHS; and
 - (B) the property of any third party, the exercise of whose rights could prevent the Emitter, the Waste ICC Contract Counterparty or any Invitee from performing their obligations and/or exercising their rights under this Annex 13 (*Biogenic LTSS Requirements*).
- 5.3 The Emitter shall give the Waste ICC Contract Counterparty and any Invitee full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, tests, reviews and checks, including full rights to carry out such tests on any component of any Biogenic LTSS, provided that the person or persons responsible for carrying out such tests is or are suitably qualified in the operation of such component.
- 5.4 The rights and permissions referred to in paragraphs 5.1 and 5.3 are:
- (A) for any Invitee, full rights to enter upon and through and remain upon the relevant property or do any other act contemplated by this Part A (*Biogenic LTSS – General*);
 - (B) for the Waste ICC Contract Counterparty and/or its Representatives, full rights to carry out such tasks and do all such acts and things as are necessary for the purpose of performing audits, tests, reviews and checks for the purposes of a Biogenic LTSS Waste ICC Technical Audit, including full rights to carry out such tests on any Biogenic LTSS, provided that the person or persons responsible for carrying out such tests is or are suitably qualified in the operation of a Biogenic LTSS; and
 - (C) for a Biogenic LTSS Technical Assurance Agent, full rights to undertake on-site tests and checks and to report on any Biogenic LTSS in relation to its compliance with Part D (*Biogenic LTSS – Technical Specification*) and this Part A (*Biogenic LTSS – General*),

but in each case only to the extent such rights are necessary for the purposes of this Annex 13 (*Biogenic LTSS Requirements*) and subject to the other provisions of this paragraph 5.

Safe access

- 5.5 Subject to the rights of the Waste ICC Contract Counterparty to require inspection without notice pursuant to paragraph 3.17(B), the Emitter shall use all reasonable endeavours to procure that all reasonable arrangements and provisions are made, and revised from time to time, as and when necessary or desirable to facilitate the safe exercise by any Invitee of any right of access granted pursuant to paragraphs 5.1 to 5.4 with the minimum of disruption, disturbance and inconvenience to such Invitee.

- 5.6 The arrangements and provisions referred to in paragraph 5.5 may, to the extent that the same are reasonable, limit or restrict the exercise of such right of access granted pursuant to paragraphs 5.1 to 5.4 and/or provide for the Emitter to make directions or regulations from time to time in relation to a specified matter.
- 5.7 Matters to be covered by the arrangements and/or provisions referred to in paragraph 5.5 include:
- (A) provision of a site safety induction;
 - (B) supply of all necessary personal protective equipment;
 - (C) a method of identifying any relevant component of any Biogenic LTSS;
 - (D) the particular access routes applicable to the relevant property having particular regard to the weight and size limits on those routes;
 - (E) any limitations on times of exercise of the right of access;
 - (F) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising the right of access and procedures for obtaining the same;
 - (G) the means of communication by the Emitter (to all individuals exercising the right of access) of any relevant directions or regulations made by the Emitter;
 - (H) the availability of all site personnel that the individuals exercising the right of access may wish to liaise with during the exercise of the right of access granted pursuant to paragraphs 5.1 to 5.4;
 - (I) the identification of and arrangements applicable to the individuals exercising the right of access granted pursuant to paragraphs 5.1 to 5.4;
 - (J) where relevant, the obligation to comply with the procedural requirements set out in Part D (*Biogenic LTSS – Technical Specification*) on procedures; and
 - (K) disclosure of any known hazards on the site.
- 5.8 The Waste ICC Contract Counterparty shall take all reasonable steps to procure that any Invitee observes and performs any such arrangements and provisions (or directions or regulations issued pursuant thereto), failing which in any particular case the Emitter may take reasonable steps to ensure that, as a condition of exercising any right of access pursuant to paragraphs 5.1 to 5.4, each Invitee shall agree to observe and perform the same.

Damage

- 5.9 Subject to Condition 52.8 (*General limitation on liability*), the Waste ICC Contract Counterparty shall take all reasonable steps to procure that each Invitee takes all reasonable steps in the exercise of any right of access pursuant to paragraphs 5.1 to 5.4, in order to:
- (A) avoid or minimise damage in relation to any relevant property; and
 - (B) cause as little disturbance and inconvenience as possible to any Third Party, third party or other occupier of any relevant property,

and that each Invitee makes good any damage caused to such property in the course of the exercise of such rights as soon as practicable.

- 5.10 Subject to paragraph 5.9, all such rights of access shall be exercisable by each Invitee free of any charge or payment of any kind.

Denial of access

- 5.11 The Waste ICC Contract Counterparty shall be deemed not to be in breach of any duty or obligation under this Annex 13 (*Biogenic LTSS Requirements*) if and to the extent that its inability to perform such duty or obligation is directly attributable to the Waste ICC Contract Counterparty or any other Invitee being denied necessary access to a Biogenic LTSS in contravention of the requirements set out in the Waste ICC Contract.

Part B
Biogenic LTSS – Technical Assurance

1. INTRODUCTION

1.1 This Part sets out:

- (A) the requirements in relation to the appointment of a Biogenic LTSS Technical Assurance Agent;
- (B) the responsibilities of the Biogenic LTSS Technical Assurance Agent; and
- (C) the tests and checks forming part of a Biogenic LTSS Waste ICC Technical Audit, the timing of Routine Biogenic Waste ICC LTSS Audits and the grounds to request a Non-Routine Biogenic Waste ICC LTSS Audit.

2. TECHNICAL ASSURANCE

- 2.1** The Waste ICC Contract Counterparty may appoint a Biogenic LTSS Technical Assurance Agent to carry out inspections and/or audits of each Biogenic LTSS. For the avoidance of doubt, for the purposes of this Biogenic LTSS Technical Specification and as the context requires, the Biogenic LTSS Technical Assurance Agent shall be an agent of the Waste ICC Contract Counterparty.
- 2.2** The Biogenic LTSS Technical Assurance Agent shall monitor Biogenic LTSS Technical Assurance and identify cases where there is any of Biogenic LTSS Technical Assurance failure ("**non-compliance**").
- 2.3** The Biogenic LTSS Technical Assurance Agent shall meet all of the following criteria:
 - (A) be an independent auditor; and
 - (B) possess an appropriate level of knowledge of automated sampling systems of the same type as the Biogenic LTSS.

3. NON-COMPLIANCE

3.1 The Biogenic LTSS Technical Assurance Agent shall determine:

- (A) in respect of those matters (including those associated with or connected to any Biogenic LTSS) which it has been requested to inspect and/or audit, that such matter is non-compliant if the requirements of this Biogenic LTSS Technical Specification are not being adhered to and/or if configurable meter parameters are not consistent with the Biogenic LTSS Technical Details provided by the Emitter; and
- (B) in respect of any non-compliance determined in accordance with paragraph (A), whether it considers such non-compliance to be material.

3.2 Where any non-compliance has been determined in accordance with paragraph 3.1 the Emitter shall ensure that the non-compliance is rectified as soon as reasonably practicable.

3.3 Following the rectification of any material non-compliance (as determined by the Biogenic LTSS Technical Assurance Agent in accordance with paragraph 3.1), the Waste ICC Contract Counterparty shall, where in its discretion it considers it appropriate to do so having regard to the nature of such rectification, require the Emitter to carry out a Biogenic LTSS Proving Test, and the Waste ICC Contract Counterparty and/or the Biogenic LTSS Technical Assurance Agent may attend and/or request details if any such Biogenic LTSS Proving Test is carried out.

- 3.4 The Emitter acknowledges and agrees that this paragraph 3 (*Non-compliance*) shall be without prejudice to the other rights of the Waste ICC Contract Counterparty under Annex 13 (*Biogenic LTSS Requirements*).

4. **AUDIT**

Reasons for requesting a Non-Routine Biogenic Waste ICC LTSS Audit

- 4.1 The Waste ICC Contract Counterparty and/or its Representatives (including the Biogenic LTSS Technical Assurance Agent) may conduct a Non-Routine Biogenic Waste ICC LTSS Audit for the following reasons:
- (A) the Waste ICC Contract Counterparty has reason to suspect:
 - (i) invalid Biogenic LTSS Technical Details have been provided by the Emitter;
 - (ii) that any Biogenic CO₂ Measurement Data recorded by any Biogenic LTSS is Inaccurate Biogenic CO₂ Measurement Data; and/or
 - (iii) that any Sample received by an accredited analytical laboratory for the analysis of Biogenic CO₂ Emissions has not been handled in accordance with paragraph 4.5 of Part D (*Biogenic LTSS – Technical Specification*);
 - (B) the Biogenic CO₂ Emissions Multiplier set out in a Biogenic LTSS Report is materially inconsistent with the Biogenic CO₂ Emissions Multiplier contained in a Biogenic LTSS Report(s) relating to a previous Pre-Implementation Date Month(s) and/or FE Calculation Month(s);
 - (C) the Biogenic LTSS Data recorded by any Biogenic LTSS has failed validation;
 - (D) the Waste ICC Contract Counterparty has not been provided with or is unable to access the Biogenic LTSS Data from any Biogenic LTSS;
 - (E) the Biogenic LTSS Data required for a Biogenic LTSS Proving Test cannot be obtained; and/or
 - (F) the Emitter requires such a Non-Routine Biogenic Waste ICC LTSS Audit.

Description of tests and checks forming part of Biogenic LTSS Waste ICC Technical Audit

- 4.2 The Waste ICC Contract Counterparty and/or its Representative (including the Biogenic LTSS Technical Assurance Agent) may carry out tests and checks as part of any Biogenic LTSS Waste ICC Technical Audit including, but not limited to, the following:
- (A) Biogenic LTSS Technical Details

The Biogenic LTSS Technical Details may be checked to ensure that they conform with those recorded in Waste ICC Contract Settlement Activities systems using information provided by the Emitter, including any commissioning details.
 - (B) Compliance with Biogenic LTSS Technical Specification

Checks may be carried out to ensure that each Biogenic LTSS meets the standards required by this Biogenic LTSS Technical Specification.

(C) Quality of Installation

All points may be checked in accordance with Part D (*Biogenic LTSS - Technical Specification*) including, but not limited to, the:

- (i) sample integrity of each Sample;
- (ii) labelling of equipment;
- (iii) general standard of installation, being the good working practice standard; and
- (iv) compliance of installation with any relevant manufacturer's requirements and/or guidelines.

(D) Queries and appeals

If the Emitter wishes to query or appeal any determination made pursuant to the Biogenic LTSS Waste ICC Technical Audit process, the Parties shall endeavour in good faith to resolve any such query or appeal through negotiation and if the Parties are unable to resolve such query or dispute through negotiation, the Emitter may refer such query or appeal to an expert for determination in accordance with the Expert Determination Procedure.

Timing of Routine Biogenic Waste ICC LTSS Audit

4.3 If required by the Waste ICC Contract Counterparty, a Routine Biogenic Waste ICC LTSS Audit shall be conducted in the first quarter of each of the following years during the term of the Waste ICC Contract (and each date shall be calculated by reference to the Start Date):

- (A) year one (1) (being the year which commences twelve (12) Months after the Start Date);
- (B) year four (4);
- (C) year seven (7);
- (D) year ten (10) (if applicable); and
- (E) year thirteen (13) (if applicable).

Part C
Biogenic LTSS – Operations

1. INTRODUCTION

Purpose and scope

1.1 This Part C (*Biogenic LTSS – Operations*) sets out:

- (A) the processes that the Emitter shall develop and implement to operate each Biogenic LTSS;
- (B) the processes for the identification and reporting of faults; and
- (C) the processes for installing, calibrating and commissioning each Biogenic LTSS.

2. METER OPERATION OBLIGATIONS

General Obligations: Systems and Processes

- 2.1 The Emitter shall develop and implement systems and processes in accordance with Part D (*Biogenic LTSS – Technical Specification*) for the operation of each Biogenic LTSS.
- 2.2 Subject to paragraph 2.2 of Part A (*Biogenic LTSS – General*), the Emitter may appoint a competent third party, agent or representative to operate each Biogenic LTSS who shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025. If the Emitter does appoint such a third party, it shall notify the Waste ICC Contract Counterparty as soon as reasonably practicable of the identity of that third party, the scope of its appointment and of any change to the identity of such person including any cessation of such appointment.
- 2.3 Where the Emitter has appointed a third party to operate each Biogenic LTSS in accordance with paragraph 2.2 of Part A (*Biogenic LTSS – General*) and that third party ceases to do so at any time and for any reason, the Emitter shall resume the responsibility for operating the relevant Biogenic LTSS until such a time as a replacement third party is appointed.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3 above, the Emitter shall remain responsible for any failure by any third party, agent or representative appointed on behalf of the Emitter to comply with the requirements of this Annex 13 (*Biogenic LTSS Requirements*).

Identification and Reporting of Faults

- 2.5 Without prejudice to the Waste ICC Contract Counterparty's other rights under this Annex 13 (*Biogenic LTSS Requirements*):
 - (A) if at any time any component of a Biogenic LTSS is destroyed, damaged, faulty or otherwise ceases to function, or is found to not comply with the requirements set out in Part D (*Biogenic LTSS – Technical Specification*), the Emitter shall notify the Waste ICC Contract Counterparty of the nature of such fault within one (1) Business Day of becoming aware of the same. The Emitter shall separately identify in such notice any faults affecting the Biogenic LTSS Data and those not affecting the Biogenic LTSS Data;
 - (B) the Emitter shall investigate such fault within two (2) Business Days of becoming aware of the fault. If the Emitter employs a third party agent or representative to operate the relevant component of the relevant Biogenic LTSS, the Emitter shall investigate the fault within five (5) Business Days of being notified by such third party of such fault or otherwise becoming aware of the same;

- (C) the Emitter shall use all reasonable endeavours to rectify the fault, including by repairing or replacing any defective component so as to ensure that such component is back in service and is operating in accordance with Part D (*Biogenic LTSS – Technical Specification*) as soon as reasonably practicable, and in any event within ten (10) Business Days of the date on which the fault is discovered by or notified to the Emitter;
- (D) if the fault has not been rectified within such ten (10) Business Day period, the Emitter shall notify the Waste ICC Contract Counterparty on the Business Day immediately following such ten (10) Business Day period with a proposal setting out how and the time period within which it intends to rectify the fault;
- (E) the Emitter shall notify the Waste ICC Contract Counterparty within two (2) Business Days of rectifying the relevant fault. For these purposes, a fault affecting any Biogenic LTSS Data shall be treated as rectified when the relevant Biogenic LTSS recommences recording and supplying Biogenic LTSS Data to the Waste ICC Contract Counterparty and Waste ICC Contract Settlement Services Provider, in compliance with Part D (*Biogenic LTSS – Technical Specification*); and
- (F) the Waste ICC Contract Counterparty shall be entitled to attend any investigation of a Biogenic LTSS fault and the costs of such attendance shall be borne by the Emitter.

3. INTERFACE AND TIMETABLE INFORMATION

New component

- 3.1 In the event that the Emitter installs any new component of any Biogenic LTSS, it shall:
- (A) ensure that it does so in compliance with the Biogenic LTSS Technical Specification; and
 - (B) provide an updated version of the relevant schematic diagram referred to in paragraph 4(B) (*Capture Plant*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*).

Replacement of a Biogenic LTSS

- 3.2 If any component of any Biogenic LTSS needs to be replaced for any reason, the Emitter shall:
- (A) install and commission a "like-for-like" or better performing replacement component within five (5) Business Days of the removal of the previous component; and
 - (B) assess the replacement component as soon as reasonably practicable after the installation of such component, to confirm that the Emitter is complying with the requirements set out in the Biogenic LTSS Technical Specification, including the Quality Assurance Requirements.
- 3.3 Within two (2) Business Days of completion of the commissioning of the relevant replacement component, the Emitter shall notify the Waste ICC Contract Counterparty, including any relevant Supporting Information, confirming:
- (A) that it has successfully installed and commissioned the relevant component; and
 - (B) whether the replacement of the relevant component constitutes a Biogenic LTSS Material Change.

- 3.4 Any notice issued by the Emitter pursuant to paragraph 3.3 shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, such notice.
- 3.5 If the replacement of a component pursuant to this paragraph 3 constitutes a Biogenic LTSS Material Change, the Emitter shall:
- (A) provide an updated version of the relevant schematic diagram referred to in paragraph 4(B) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*); and
 - (B) undertake a Biogenic LTSS Proving Test in accordance with paragraph 4.8 of this Part C (*Biogenic LTSS - Operations*).

4. **INSTALLATION, CALIBRATION, COMMISSIONING AND PROVING TESTS**

Initial Installation

- 4.1 Prior to installation, the Emitter shall ensure that the installed Biogenic LTSS is capable of sampling Biogenic CO₂ Emissions in accordance with BS EN ISO 13833. The Emitter shall procure the manufacturer's certificate confirming this and such certificate should include the operating range and any relevant instrument performance and validation data. Such certificate shall be retained by the Emitter for the life of each Biogenic LTSS and shall be made available, on request, to the Waste ICC Contract Counterparty.
- 4.2 Prior to commissioning, all relevant components of each Biogenic LTSS shall have appropriate MCERTS certification and must be calibrated at an ISO/IEC 17025 laboratory. This includes, but is not limited to, mass flow controllers, CO₂ sensors and temperature indicators. Such calibration shall demonstrate conformity with relevant product standards applicable to the class index of each component of the relevant Biogenic LTSS. The Emitter shall procure the calibration certificates which include the actual errors of each component of the relevant Biogenic LTSS across its operating range. Such certificates shall be retained by the Emitter in accordance with Condition 64 (*Maintenance and retention of records*) of the Waste ICC Contract and shall be made available, on request, to the Waste ICC Contract Counterparty.

Commissioning of a Biogenic LTSS

- 4.3 The purpose of commissioning is to ensure that the Biogenic CO₂ Emissions at the Biogenic LTSS Measurement Point(s) are recorded by the associated Biogenic LTSS in accordance with the requirements specified in Part D (*Biogenic LTSS – Technical Specification*).
- 4.4 The Emitter shall commission each Biogenic LTSS on site to confirm and record, so far as appropriate, that:
- (A) the relevant Biogenic LTSS has been installed to the Reasonable and Prudent Standard and in accordance with EN 15259;
 - (B) the relevant Biogenic LTSS has been certified in accordance with EN 15267;
 - (C) the components of the relevant Biogenic LTSS meet the requirements of Section 6.2 of EN ISO 13833, Section 6 of PD CEN/TS 1948-5 (excluding the elements which are specific to polychlorinated-p-dioxins (PCDDs), polychlorinated dibenzofurans (PCDFs) or polychlorinated biphenyl (PCBs)) and the Measuring Instrument Regulations 2016 (to the extent applicable);
 - (D) the relevant Biogenic LTSS is installed and commissioned in accordance with the manufacturer's instructions by an approved agent; and

- (E) a Biogenic LTSS Proving Test has been successfully carried out to confirm that the Biogenic CO₂ Measurement Data is representative.

Proving of a Biogenic LTSS

- 4.5 Without prejudice to the requirements set out in this Part C (*Biogenic LTSS – Operations*), the Emitter shall be required to perform a Biogenic LTSS Proving Test in respect of each Biogenic LTSS:
- (A) prior to the Start Date, to evidence the commissioning of each Biogenic LTSS (the **"OCP Biogenic LTSS Proving Test"**);
 - (B) in each of the following years during the Term (and each date shall be calculated by reference to the Start Date):
 - (i) year four (4);
 - (ii) year eight (8); and
 - (iii) year twelve (12) (if applicable);
 - (C) which is subject to a Biogenic LTSS Material Change or is relocated to a different Biogenic LTSS Measurement Point;
 - (D) following any major change in the operation of the Waste Installation, for example any change of fuel or feedstock or any change to the flue gas abatement system;
 - (E) where required by the Waste ICC Contract Counterparty pursuant to paragraph 3.3 of Part B (*Biogenic LTSS – Technical Assurance*); and
 - (F) if required by any policy, Law or Industry Document.
- 4.6 The Emitter shall give the Waste ICC Contract Counterparty a minimum of twenty (20) Business Days' notice before performing a Biogenic LTSS Proving Test.
- 4.7 The Waste ICC Contract Counterparty may request that a Biogenic LTSS Technical Assurance Agent attends any Biogenic LTSS Proving Test and the Emitter shall permit the same.
- 4.8 Each Biogenic LTSS Proving Test shall:
- (A) comprise a minimum of five (5) multiples of a six (6) hour to eight (8) hour manually extractive test undertaken in accordance with EN ISO 13833 at a measurement location as close as possible to the Biogenic LTSS Measurement Point without causing interference;
 - (B) run in parallel to the relevant Biogenic LTSS over a period of no less than forty (40) hours and no greater than seven (7) days so that the Biogenic LTSS is stopped and started in parallel with each extractive test;
 - (C) be undertaken by MCERTS certified personnel employed by:
 - (i) a test laboratory which has EN ISO 13833 on its ISO/IEC 17025 schedule of accreditation; or
 - (ii) if a test laboratory referred to in paragraph (i) above is not available, a test laboratory which has accreditation to ISO/IEC 17025 for EN 1948-1, EN 13211 or EN 14385;

- (D) only be undertaken whilst the Waste Installation is operated in a normal mode which is representative of long term operating configuration with all equipment operating as designed and within specification and alarm limits consistent with the Reasonable and Prudent Standard;
 - (E) combine the manually extractive tests undertaken pursuant to paragraph (A) above as a composite sample for analysis to ensure that the test result can be compared directly with the test result from the single or composite Sample generated from the Biogenic LTSS Measurement Point; and
 - (F) demonstrate that the measured Carbon-14 test result (*expressed as percent modern carbon (pmC)*) obtained in respect of the manually extractive tests undertaken pursuant to paragraph (A) above is within three (3) percent modern carbon (*pmC*) points of the measured Carbon-14 test result (*expressed as percent modern carbon (pmC)*) obtained in respect of the Biogenic LTSS which is stopped and started in parallel with each extractive test (as referred to in paragraph (B) above), in both cases as evidenced by the provision of a report in accordance with ISO 13833 from an analytical laboratory accredited under ISO/IEC 17025.
- 4.9 The Emitter shall give a notice to the Waste ICC Contract Counterparty of the results of each Biogenic LTSS Proving Test within five (5) Business Days of the date on which the Emitter has received the analytical laboratory reports referred to in paragraph 4.8(F) (a **"Biogenic LTSS Proving Test Notice"**). Each Biogenic LTSS Proving Test Notice shall:
- (A) specify whether the Biogenic LTSS has or has not passed the Biogenic LTSS Proving Test;
 - (B) in respect of any OCP Biogenic LTSS Proving Test, be accompanied by a Biogenic LTSS Report which satisfies the requirements set out in paragraph 4.8 of Part D (*Biogenic LTSS – Technical Specification*); and
 - (C) include such Supporting Information as the Emitter considers to be relevant to and supportive of the foregoing.
- 4.10 Each Biogenic LTSS Proving Test Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Biogenic LTSS Proving Test Notice.
- 4.11 The Waste ICC Contract Counterparty shall, no later than ten (10) Business Days after receipt of a Biogenic LTSS Proving Test Notice, give a notice to the Emitter (a **"Biogenic LTSS Proving Test Response Notice"**). A Biogenic LTSS Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty:
- (A) considers that the Biogenic LTSS Proving Test has or has not been carried out in accordance with paragraph 4.8; and
 - (B) agrees or does not agree that the Biogenic LTSS has or has not passed the Biogenic LTSS Proving Test; or
 - (C) considers that it has not been provided with sufficient Supporting Information to determine whether the Biogenic LTSS Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the Biogenic LTSS has or has not passed the Biogenic LTSS Proving Test to which the Biogenic LTSS Proving Test Notice relates. If so, the Biogenic LTSS Proving Test Response Notice shall include details of the additional Supporting Information which the Waste ICC Contract Counterparty requires to determine whether the Biogenic LTSS Proving Test has been carried out in

accordance with paragraph 4.8 and whether the Biogenic LTSS has or has not passed the Biogenic LTSS Proving Test (the **"Biogenic LTSS Proving Test Supporting Information"**).

4.12 If the Waste ICC Contract Counterparty states in a Biogenic LTSS Proving Test Response Notice that:

(A) the Biogenic LTSS Proving Test has been carried out in accordance with paragraph 4.8 and the Biogenic LTSS has passed the Biogenic LTSS Proving Test, the Biogenic LTSS will be deemed to have passed the Biogenic LTSS Proving Test for the purposes of the Waste ICC Contract;

(B) the Biogenic LTSS Proving Test:

(i) has been carried out in accordance with paragraph 4.8 but the Biogenic LTSS has not passed the Biogenic LTSS Proving Test; or

(ii) has not been carried out in accordance with paragraph 4.8,

the Biogenic LTSS will be deemed not to have passed the Biogenic LTSS Proving Test for the purposes of the Waste ICC Contract and:

(iii) the Emitter will be required to repeat and complete the manually extractive tests undertaken in accordance with paragraphs 4.8(A) to 4.8(E) (inclusive) within thirty (30) Business Days of receipt of the Biogenic LTSS Proving Test Response Notice (or such longer period as is specified by the Waste ICC Contract Counterparty) and paragraphs 4.8(F) to 4.13 (inclusive) shall reapply in respect of the further Biogenic LTSS Proving Test; and

(iv) paragraph 6.1 of Part C (*Fossil CO₂ Emissions Calculation Methodology*) of Annex 13 (*Biogenic LTSS Requirements*) shall apply; or

(C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether the Biogenic LTSS Proving Test has been carried out in accordance with paragraph 4.8 and/or whether the Biogenic LTSS has or has not passed the Biogenic LTSS Proving Test to which the Biogenic LTSS Proving Test Notice relates:

(i) the Emitter shall provide the Biogenic LTSS Proving Test Supporting Information as soon as practicable, and in any event no later than ten (10) Business Days after receipt of the Biogenic LTSS Proving Test Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and

(ii) upon receipt of the Biogenic LTSS Proving Test Supporting Information, the Waste ICC Contract Counterparty shall as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of such Biogenic LTSS Proving Test Supporting Information, give a further Biogenic LTSS Proving Test Response Notice to the Emitter (a **"Further Biogenic LTSS Proving Test Response Notice"**). A Further Biogenic LTSS Proving Test Response Notice shall specify whether the Waste ICC Contract Counterparty considers that:

(a) the Biogenic LTSS Proving Test has been carried out in accordance with paragraph 4.8 and the Biogenic LTSS has passed the Biogenic LTSS Proving Test, in which case paragraph 4.12(A) shall apply; or

(b) the Biogenic LTSS Proving Test:

(aa) has been carried out in accordance with paragraph 4.8 but the Biogenic LTSS has not passed the Biogenic LTSS Proving Test;
or

(bb) has not been carried out in accordance with paragraph 4.8,

in which case paragraph 4.12(B) shall apply.

4.13 Nothing in this paragraph 4 (*Installation, Calibration, Commissioning and Proving Tests*) shall require the Waste ICC Contract Counterparty to specify in any Biogenic LTSS Proving Test Response Notice or Further Biogenic LTSS Proving Test Response Notice that the Waste ICC Contract Counterparty accepts that the Biogenic LTSS has passed the Biogenic LTSS Proving Test unless the Waste ICC Contract Counterparty is satisfied of the same.

4.14 The Emitter may use an alternative method of proving to that set out in paragraph 4.8, subject to obtaining the prior written consent of the Waste ICC Contract Counterparty (such consent not to be unreasonably withheld).

Part D
Biogenic LTSS - Technical Specification

1. MEASUREMENT POINTS

1.1 The Emitter shall ensure that:

- (A) in respect of each Biogenic LTSS:
 - (i) such Biogenic LTSS shall be:
 - (a) installed on the CO₂-containing stream(s) that is/are intended to be routed to the Capture Plant from the Waste Installation; and
 - (b) positioned so as not to obstruct, or be affected by, any other Biogenic LTSS;
 - (ii) each Biogenic LTSS Measurement Point shall be:
 - (a) installed at a location in compliance with EN 15259 such that a representative Sample can be obtained;
 - (b) installed in compliance with EN 15259 as confirmed by MCERTS certified personnel employed by a test laboratory which has EN 15259 on its on its ISO/IEC 17025 schedule of accreditation; and
 - (c) located:
 - (1) at a common location, upstream of all Capture Plant Bypass Lines located on the common CO₂-containing stream, where all CO₂-containing streams intended to be routed to the Capture Plant from the Waste Installation are combined, as acceptable to the Waste ICC Contract Counterparty; or
 - (2) in different locations upstream of the relevant Capture Plant Bypass Line(s) acceptable to the Waste ICC Contract Counterparty which ensure that all CO₂-containing streams intended to be routed to the Capture Plant from the Waste Installation are accounted for;
- (B) if the Biogenic LTSS Measurement Points are located at multiple locations in accordance with paragraph 1.1(A)(ii)(c)(2) above, the Emitter shall also ensure that each Single Line LTSS Measured CO₂ Input is calculated in accordance with the Pre-Capture Meter Measurement System Technical Specification for the purpose of calculating the Installation FE Multiplier in accordance with paragraph 1.3 (*Introduction*) of Part C (*Fossil CO₂ Emissions Calculation Methodology*) of Annex 13 (*Biogenic LTSS Requirements*); and
- (C) in addition to the requirements set out at paragraphs 1.1(A) and 1.1(B) above, each Secondary Biogenic LTSS Measurement Point shall be:
 - (i) co-located with the corresponding Primary Biogenic LTSS Measurement Point; or
 - (ii) if it is not technically feasible for such Secondary Biogenic LTSS Measurement Point to be co-located with the corresponding Primary Biogenic LTSS Measurement Point, located as close as possible to the corresponding Primary

Biogenic LTSS Measurement Point and, in any event, at a location which accounts for the same CO₂-containing stream(s) as the CO₂-containing stream(s) measured by the relevant Primary Biogenic LTSS Measurement Point.

2. MEASUREMENT EQUIPMENT

- 2.1 All of the relevant components which form part of each Biogenic LTSS shall meet the requirements of Section 6.2 of EN ISO 13833 and Section 6 of PD CEN/TS 1948-5 (excluding those provisions which are specific to polychlorinated-p-dioxins (PCDDs), polychlorinated dibenzofurans (PCDFs) or polychlorinated biphenyl (PCBs)).
- 2.2 Each Biogenic LTSS shall include a means of:
- (A) replacing each Sampling Medium used to absorb the CO₂;
 - (B) undertaking a leak check:
 - (i) before and after the replacement of each Sampling Medium; or
 - (ii) continuously;
 - (C) measuring the volume of the gas stream that has passed through each Sampling Medium;
 - (D) indicating the point at which each Sampling Medium is saturated with CO₂ and requires replacement;
 - (E) adjusting the flow rate of the gas stream through each Sampling Medium;
 - (F) maintaining volume proportional sampling through each Sampling Medium;
 - (G) date stamping (*expressed in day/month/year format*) and time stamping (*expressed in a 24-hour clock format*) all relevant events which may affect the reported Biogenic LTSS Data;
 - (H) stopping the flow through the Sampling Medium during any period in which:
 - (i) any of the events described in paragraph (B)(i) to paragraph (B)(iv) (inclusive) of the definition of "**Total Measured Process Stream Operating Time**" have occurred and are continuing; or
 - (ii) the operating conditions of any Biogenic LTSS are inappropriate, including as a result of any functionality error pursuant to paragraph 4.14,

and re-starting the flow through the Sampling Medium once the relevant event(s) are no longer continuing or the inappropriate condition has been rectified (as applicable); and
 - (I) recording and storing data by means of a DAHS.
- 2.2A If any of the events described in paragraph (B)(i) to paragraph (B)(iv) (inclusive) of the definition of "**Total Measured Process Stream Operating Time**" have occurred and are continuing during any OP Billing Period, the Emitter shall ensure that the Sample(s) relevant to such OP Billing Period is/are, in the opinion of the Waste ICC Contract Counterparty (acting reasonably), a fair representation of the Biogenic CO₂ Emissions (as a proportion of all CO₂ emissions) flowing at the relevant Biogenic LTSS Measurement Point during the Total

Measured Process Stream Operating Time and the Emitter shall not control any relevant Biogenic LTSS in a manner which would make the affected Sample(s) unrepresentative.

3. BIOGENIC CO₂ MEASUREMENT DATA

Reporting, recording, and determining of Biogenic CO₂ Measurement Data

3.1 The Emitter shall:

- (A) report the Biogenic CO₂ Emissions Multiplier (*expressed as a percentage (%)*) and the measured Carbon-14 test result (*expressed as percent modern carbon (pmC)*) at each Biogenic LTSS Measurement Point, in accordance with the process and timelines set out under Part C (*Fossil CO₂ Emissions Calculation Methodology*) of Annex 13 (*Biogenic LTSS Requirements*);
- (B) record, and no later than two (2) Business Days following the end of each OP Billing Period, report the following data to the Waste ICC Contract Counterparty:
 - (i) if paragraph 1.1(A)(ii)(c)(2) applies, the Single Line LTSS Measured CO₂ Input(s) (*expressed in tCO₂*), as measured during Valid Inlet Pre-Capture Settlement Units and calculated in accordance with the Pre-Capture Meter Measurement System Technical Specification (and including, if paragraph 1.5 of Part C (*Fossil CO₂ Emissions Calculation Methodology*) applies, the Single Line LTSS Measured CO₂ Input(s) for each period in respect of which a distinct Biogenic CO₂ Emissions Multiplier is reported in accordance with paragraph 4.4(A) (*Sampling*) of Part D (*Biogenic LTSS – Technical Specification*));
 - (ii) the Total Biogenic LTSS Sampling Time for each Biogenic LTSS;
 - (iii) the Total Measured Process Stream Operating Time;
 - (iv) only if this paragraph is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement, the period of time (*expressed in minutes*) during which the event described in paragraph (B)(iii) of the definition of "Total Measured Process Stream Operating Time" has occurred and is continuing, as evidenced by the OTF Signals;
 - (v) the period of time (*expressed in minutes*) during which the event described in paragraph (B)(iv) of the definition of "Total Measured Process Stream Operating Time" has occurred and is continuing, as evidenced by the OTF Signals;
 - (vi) the mean sample flow rate in respect of each Sampling Medium for each minute in the relevant OP Billing Period (*expressed in m³/minute at STP*);
 - (vii) the mean duct gas flow rate (*expressed in m³/h at STP*), which corresponds to the mean sample flow rate referred to in paragraph (viii) above, reported for each thirty (30) minute interval in the relevant OP Billing Period;
 - (viii) the reference ratio of duct gas volumetric flow rate to the sample flow rate, including the K value used to calculate the reference ratio; and
 - (ix) only in circumstances where a leak check is undertaken before and after the replacement of each Sampling Medium pursuant to paragraph 2.2(B)(i) in the same OP Billing Period, the leak check result for each Sampling Medium (*expressed as either pass or fail, depending on whether the requirements set out in paragraph 3.5(B) are satisfied*). If the leak check after the replacement of a Sampling Medium is undertaken in a different OP Billing Period to the OP

Billing Period in which the leak check before the replacement of the same Sampling Medium is undertaken, then the Emitter shall report the leak check result for that Sampling Medium (on the same Pass or Fail basis) to the Waste ICC Contract Counterparty no later than two (2) Business Days following the end of the OP Billing Period in which the leak check after the replacement of the Sampling Medium was undertaken,

in each case including Supporting Information in form and content reasonably satisfactory to the Waste ICC Contract Counterparty to evidence such result and to fulfil the Biogenic LTSS Purposes;

- (C) record the following data for each OP Billing Period in respect of each Biogenic LTSS:
- (i) the total volume of gas sampled through each Sampling Medium (*expressed in m_3 at STP*);
 - (ii) the number of Sampling Media used in respect of each Biogenic LTSS; and
 - (iii) date stamping (*expressed in day/month/year format*) and time stamping (*expressed in a 24-hour clock format*) of all relevant events which may affect the reported Biogenic CO₂ Measurement Data,

(together with the information required under paragraph 3.1(A) and paragraph 3.1(B), the "**Biogenic CO₂ Measurement Data**").

3.2 All Biogenic CO₂ Measurement Data shall be:

- (A) date stamped (*expressed in day/month/year format*) and time stamped (*expressed in a 24-hour clock format*); and
- (B) recorded at least every thirty (30) minutes (as the thirty (30) minute mean value of each relevant one (1) minute readings).

3.3 Based upon the Biogenic CO₂ Measurement Data submitted by the Emitter pursuant to paragraph 3.1, the Waste ICC Contract Counterparty shall, in respect of each OP Billing Period, calculate the Biogenic LTSS OTF for each Biogenic LTSS.

3.4 The requirements set out in paragraph 3.1(A) and the obligation to report set out in paragraph 3.1(B) shall only apply to Biogenic CO₂ Measurement Data relating to a Secondary Biogenic LTSS in circumstances where that Secondary Biogenic LTSS is used by the Emitter:

- (A) to provide Revised Biogenic LTSS Data in accordance with paragraph 2.13 (*Response to notification by Emitter of a Biogenic LTSS Data Obligation breach*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*);
- (B) as a substitute for a Primary Biogenic LTSS in respect of which the Emitter:
 - (i) is not complying with the requirements set out in this Annex 13 (*Biogenic LTSS Requirements*); or
 - (ii) becomes aware that it will not be able to submit or procure the submission of the Biogenic LTSS Report on or before the relevant Longstop FE Submission Deadline,

and the Emitter has demonstrated such non-compliance or inability to submit or procure the submission of the Biogenic LTSS Report to the satisfaction of the Waste ICC

Contract Counterparty in respect of the period during which the Secondary Biogenic LTSS is to be used by the Emitter; and/or

- (C) to provide corrected Biogenic CO₂ Measurement Data in accordance with paragraph 4.8 of Part A (*Biogenic LTSS - General*).

Deemed breach of the Biogenic LTSS Data Obligation

3.5 Subject to paragraph 3.5A, the Emitter shall be deemed to have breached the Biogenic LTSS Data Obligation in respect of a Biogenic LTSS if any of the following paragraphs applies to such Biogenic LTSS:

- (A) the Biogenic LTSS OTF is lower than ninety-five per cent. (95%) (the "**Biogenic LTSS OTF Threshold**");
 - (B) the leak check result in respect of the Biogenic LTSS is greater than five per cent. (5%) of the expected sampling flow rate;
 - (C) any of the relevant components which form part of the Biogenic LTSS have not been calibrated in accordance with paragraph 3.13(B)(ii); or
 - (D) the Emitter is in breach of any requirement set out in paragraph 4.5,
- (each a "**Biogenic LTSS Data Obligation Deemed Breach**").

3.5A Paragraph 3.5(B) shall only apply in circumstances where a leak check is undertaken before and after the replacement of each Sampling Medium pursuant to paragraph 2.2(B)(i).

Notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation Deemed Breach(es)

3.6 The Waste ICC Contract Counterparty may at any time give a notice to the Emitter (a "**Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice**") if it becomes aware that a Biogenic LTSS Data Obligation Deemed Breach has occurred. A Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice shall:

- (A) specify which Biogenic LTSS Data Obligation Deemed Breach(es) has occurred; and
- (B) be accompanied by such Supporting Information as the Waste ICC Contract Counterparty considers necessary to evidence the occurrence of the Biogenic LTSS Data Obligation Deemed Breach(es).

Response to notification by Waste ICC Contract Counterparty of Biogenic LTSS Data Obligation Deemed Breach(es)

3.7 No later than ten (10) Business Days after receipt of a Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice (a "**Biogenic LTSS Data Obligation Deemed Breach Response Notice Period**"), the Emitter shall submit a notice to the Waste ICC Contract Counterparty (an "**Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice**"). An Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice shall state that either the Emitter considers that:

- (A) it is technically feasible to correct such breach(es); or
- (B) it is not technically feasible to correct such breach(es).

3.8 If:

- (A) the Emitter submits an Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice in accordance with paragraph 3.7(A), the provisions of paragraphs 2.12 and 2.13 of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*) shall apply;
- (B) the Emitter:
 - (i) submits an Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice in accordance with paragraph 3.7(B); or
 - (ii) fails to submit an Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice within the Biogenic LTSS Data Obligation Deemed Breach Response Notice Period,

then in respect of each Biogenic LTSS with respect to which the Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for each Pre-Implementation Date Month(s) or FE Calculation Month(s) (as applicable) during which there has been a Biogenic LTSS Data Obligation Deemed Breach(es).

Notification by Emitter of Biogenic LTSS Data Obligation Deemed Breach(es)

- 3.9 The Emitter shall promptly give a notice to the Waste ICC Contract Counterparty (an "**Emitter Biogenic LTSS Data Obligation Deemed Breach Notice**") if it becomes aware that a Biogenic LTSS Data Obligation Deemed Breach has occurred. An Emitter Biogenic LTSS Data Obligation Deemed Breach Notice shall:
- (A) specify which Biogenic LTSS Data Obligation Deemed Breach(es) has occurred and whether the Emitter considers that:
 - (i) it is technically feasible to correct such breach(es); or
 - (ii) it is not technically feasible to correct such breach(es); and
 - (B) be accompanied by such Supporting Information as the Emitter considers to be relevant to evidence the occurrence of the Biogenic LTSS Data Obligation Deemed Breach(es) and whether or not it is technically feasible to correct such breach(es).
- 3.10 Each Emitter Biogenic LTSS Data Obligation Deemed Breach Notice shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, the Emitter Biogenic LTSS Data Obligation Deemed Breach Notice.

Response to notification by Emitter of a Biogenic LTSS Data Obligation Deemed Breach

- 3.11 No later than fifteen (15) Business Days after receipt of an Emitter Biogenic LTSS Data Obligation Deemed Breach Notice, the Waste ICC Contract Counterparty shall submit a notice to the Emitter (a "**Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Response Notice**"). A Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Response Notice shall state that either the Waste ICC Contract Counterparty considers that:
- (A) it is technically feasible to correct such breach(es); or
 - (B) it is not technically feasible to correct such breach(es).
- 3.12 If the Waste ICC Contract Counterparty submits a Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Response Notice in accordance with:

- (A) Paragraph 3.11(A), the provisions of paragraphs 2.12 and 2.13 of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*) shall apply; or
- (B) Paragraph 3.11(B), then in respect of each Biogenic LTSS to which the breach applies, the relevant LTSS FE Multiplier shall be the Deemed LTSS FE Multiplier for each Pre-Implementation Date Month(s) or FE Calculation Month(s) (as applicable) during which there has been a Biogenic LTSS Data Obligation Deemed Breach.

Quality Assurance Requirements

3.13 The Emitter shall ensure that:

- (A) each Biogenic LTSS has been commissioned in accordance with the requirements set out in this Biogenic LTSS Technical Specification;
- (B) all of the relevant components which form part of each Biogenic LTSS:
 - (i) meet the applicable requirements of Section 6.2 of EN ISO 13833 and any Method Implementation Document applicable at the time;
 - (ii) are calibrated and traceable to ISO/IEC 17025 and validated routinely at least once every twelve (12) Months. This includes, but is not limited to, mass flow controllers, CO₂ sensors and temperature indicators;
 - (iii) are maintained and serviced routinely in line with the manufacturer's instructions at least once every twelve (12) Months by an agent approved by the manufacturer; and
 - (iv) are otherwise operated in accordance with the manufacturer's specifications;
- (C) all personnel involved in the operation of any Biogenic LTSS shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025;
- (D) any analysis test result is reported from an analytical laboratory accredited to ISO/IEC 17025 in accordance with EN ISO 13833;
- (E) the DAHS meets the applicable requirements of EN 17255-4; and
- (F) a Biogenic LTSS Data Auditing Report & Verification Statement is submitted to the Waste ICC Contract Counterparty in accordance with paragraph 6 (Auditing and Verification),

(together the "**Quality Assurance Requirements**").

4. BIOGENIC LTSS CRITERIA

Applicable standards

- 4.1 Each Biogenic LTSS and the installation of each such Biogenic LTSS shall, as a minimum, comply with the latest version of the following standards:
- (A) EN ISO 13833 – Stationary source emissions. Determination of the ratio of biomass (biogenic) and fossil derived carbon dioxide. Radiocarbon sampling and determination;

- (B) EN 15259 – Air quality — Measurement of stationary source emissions — Requirements for measurement sections and sites and for the measurement objective, plan and report;
 - (C) PD CEN/TS 17286 – Stationary source emissions - Mercury monitoring using sorbent traps; and
 - (D) EN 17255-4 – Stationary source emissions - Data acquisition and handling systems – Specification of requirements for the installation and on-going quality assurance and quality control of data acquisition and handling systems.
- 4.2 Any person associated with ensuring that the Quality Assurance Requirements are satisfied shall, as a minimum, comply with the latest version of the following standards where applicable:
- (A) ISO/IEC 17025 – General requirements for the competence of testing and calibration laboratories; and
 - (B) EN ISO 13833 – Stationary source emissions. Determination of the ratio of biomass (biogenic) and fossil derived carbon dioxide. Radiocarbon sampling and determination.

Sampling

- 4.3 Each Biogenic LTSS shall sample flow-proportionally for the duration of each OP Billing Period in accordance with Section 8.6.2 of PD CEN/TS 17286.
- 4.4 The analytical laboratory shall be instructed to:
- (A) in respect of any OP Billing Period during which a Biogenic LTSS Proving Test has been carried out by the Emitter, but only in respect of a Biogenic LTSS which is subject to a Biogenic LTSS Proving Test, analyse independently each Sample collected before and after the period during which the manually extractive tests comprising the Biogenic LTSS Proving Test were undertaken, such that a Biogenic CO₂ Emissions Multiplier result is reported for each relevant Biogenic LTSS for the periods before and after the period during which such manually extractive tests were undertaken; and
 - (B) in respect of:
 - (i) any other OP Billing Period; or
 - (ii) any Biogenic LTSS not subject to a Biogenic LTSS Proving Test during an OP Billing Period in which a Biogenic LTSS Proving Test has been carried out,
 analyse each Sample collected during the relevant OP Billing Period and required to be submitted in accordance with paragraph 4.6 as a composite sample such that, for each OP Billing Period, a single Biogenic CO₂ Emissions Multiplier result is reported for each Biogenic LTSS.

Sample handling

- 4.5 The Emitter shall ensure at all times that:
- (A) each and every Biogenic LTSS is functioning in accordance with the manufacturer's specification;
 - (B) the integrity of each Sample is maintained in accordance with any applicable standards, industry best practice guidelines and/or relevant manufacturer's or analytical laboratory's specifications;

- (C) the preparation and removal of the Sample shall be undertaken in a laboratory environment under controlled conditions to prevent contamination;
- (D) each Sample shall have a unique sample tracking number which will enable each Sample to be traced to the relevant:
 - (i) time;
 - (ii) date;
 - (iii) Biogenic LTSS Measurement Point; and
 - (iv) analytical laboratory;
- (E) each Sample shall be handled in accordance with Section 7.4 of ISO/IEC 17025, including in respect of the chain of custody process; and
- (F) all personnel involved in the Sample handling process shall have appropriate training which shall be consistent with the requirements set out in Section 6.2 of ISO/IEC 17025.

Analytical laboratories

- 4.6 Following the end of each OP Billing Period, each Sample which is relevant to that OP Billing Period and is required for the purpose of submitting the relevant Biogenic LTSS Report in accordance with paragraph 2.1 (*Emitter Undertakings: Biogenic LTSS Data*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*) shall be submitted to an analytical laboratory holding an ISO/IEC 17025 accreditation for the analysis of Carbon-14 in accordance with EN ISO 13833.
- 4.7 In respect of each OP Billing Period, the Emitter shall submit a Biogenic LTSS Report(s) to the Waste ICC Contract Counterparty which shall:
 - (A) satisfy the requirements set out in paragraph 4.8 below; and
 - (B) be submitted prior to the FE Submission Deadline and/or Longstop FE Submission Deadline, in accordance with the process set out under Part C (*Fossil CO₂ Emissions Calculation Methodology*) of Annex 13 (*Biogenic LTSS Requirements*).
- 4.8 The Biogenic LTSS Report shall include, but shall not be limited to, the following information in respect of each Biogenic LTSS referred to in paragraph 2.1 (*Emitter Undertakings: Biogenic LTSS Data*) of Part A (*Emitter Undertakings*) of Annex 13 (*Biogenic LTSS Requirements*):
 - (A) the measured Carbon-14 test result (*expressed as percent modern carbon (pmC)*) relating to: (i) the composite sample of manually extractive tests undertaken pursuant to paragraph 4.8(A) of Part C and the single or composite Sample generated from the Biogenic LTSS which is stopped and started in parallel with each extractive test (as referred to in paragraph 4.8(B) of Part C); and/or (ii) either each Sample referred to in paragraph 4.4(A) of this Part D or to the composite sample referred to in paragraph 4.4(B) of this Part D (as applicable);
 - (B) the Biogenic CO₂ Emissions Multiplier (*expressed as a percentage (%)*) relating to: (i) the composite sample of manually extractive tests undertaken pursuant to paragraph 4.8(A) of Part C and the single or composite Sample generated from the Biogenic LTSS which is stopped and started in parallel with each extractive test (as referred to in paragraph 4.8(B) of Part C); and/or (ii) either each Sample referred to in paragraph 4.4(A) of this Part D or to the composite sample referred to in paragraph 4.4(B) of this Part D (as applicable);

- (C) the unique sample tracking number relating to each Sample;
- (D) the measurement uncertainty associated with each analysis test result;
- (E) the accreditation status of the laboratory which provided each analysis test result;
- (F) any deviations from standard test procedure; and
- (G) the time and date that each analysis was undertaken.

Displays and facilities for Emitter information

4.9 Each Biogenic LTSS shall display the following information on the Emitter's DCS as a minimum:

- (A) the CO₂ concentration pre- and post-Sampling Medium;
- (B) the volume sampled through each Sampling Medium;
- (C) the Total Biogenic LTSS Sampling Time;
- (D) the sample flow rate through each Sampling Medium;
- (E) the start/stop time and date for each Sampling Medium;
- (F) the date (*expressed in day/month/year*); and
- (G) the time (*expressed in a 24-hour clock*).

4.10 The Emitter shall ensure that the DCS values set out in paragraph 4.9 above align with the values on the DAHS.

Data flow and storage

4.11 The Emitter shall, in relation to:

- (A) the Biogenic LTSS Meta-Data flow activities relating to each Biogenic LTSS, establish, document, implement and maintain written procedures, which shall include but shall not be limited to the following:
 - (i) a diagram providing an overview of the sequence of data collection and processing steps;
 - (ii) identification of the primary measured data source;
 - (iii) where relevant, a summary of each step from the primary measured data source to the final Biogenic CO₂ Measurement Data reported to the Waste ICC Contract Counterparty, including any formulas and coefficients used in such calculations;
 - (iv) a summary of any relevant electronic data processing and storage systems used and the interaction between such systems and other inputs, including manual inputs; and
 - (v) the method by which the measured quantities of data are recorded and stored;
- (B) the Biogenic LTSS Report flow activities, including a simple diagram providing an overview of each step from Sample collection to the finalisation and provision of the associated Biogenic LTSS Report; and

- (C) in relation to the flow activities referred to under paragraphs (A) and (B) above, appropriate control measures for mitigating the risk of omission, misrepresentation, or error.

Monitoring facilities

- 4.12 The Emitter shall provide monitoring facilities in respect of each Biogenic LTSS, with associated alarm conditions when an error in the functionality of any Biogenic LTSS is detected.
- 4.13 The Emitter shall ensure that any error(s) in the functionality of any Biogenic LTSS are recorded as an event alarm which includes the date and time of such error(s). Such error(s) include but are not limited to any:
 - (A) sample handling system fault;
 - (B) leak check failure;
 - (C) DAHS fault;
 - (D) CO₂ sensor fault;
 - (E) period during which the ratio of half-hourly duct gas flow rate to half-hourly sample flow rate reported pursuant to paragraph 3.1(B)(viii) exceeds $\pm$ twenty-five per cent. (25%) of the reference ratio reported pursuant to paragraph 3.1(B)(ix) above; and
 - (F) other events as required in accordance with the manufacturer's specifications.
- 4.14 Following any event alarm recorded pursuant to paragraph 4.13 above, the Emitter shall:
 - (A) stop the sample flow through the Sampling Medium; and
 - (B) only re-start the sample flow through the Sampling Medium once the error has been rectified.

Communications

- 4.15 The Emitter shall provide both:
 - (A) local interrogation facilities; and
 - (B) remote interrogation facilities,
 in respect of each Biogenic LTSS.
- 4.16 The Emitter shall ensure that no unauthorised access is granted to:
 - (A) any Biogenic LTSS; and/or
 - (B) the Biogenic LTSS Data.
- 4.17 All Biogenic LTSS Data shall be recorded and/or reported in a format agreed with the Waste ICC Contract Counterparty.

Appropriate seals

- 4.18 The Emitter shall ensure that in relation to each Biogenic LTSS, each component is appropriately sealed so as to provide assurance that the following parameters are met:

- (A) the Reasonable and Prudent Standard of anti-tamper protection; and
- (B) all other security measures required by section 6.3 of BS EN 15267-3.

5. **QUALITY ASSURANCE**

5.1 The Emitter shall monitor each Biogenic LTSS to ensure that at all times:

- (A) the Sampling Medium is not saturated;
- (B) flow-proportional sampling is maintained through each Sampling Medium;
- (C) the Total Biogenic LTSS Sampling Time is accurately recorded and is displayed on the Emitter's DCS; and
- (D) all elements of the Biogenic LTSS are operated in accordance with the requirements set out in paragraph 4.5.

5.2 If applicable, the Emitter shall ensure that any third-party audit reports related to the operation of a Biogenic LTSS are provided to the Waste ICC Contract Counterparty on an annual basis.

6. **AUDITING AND VERIFICATION**

Biogenic LTSS Data Auditing Report & Verification Statement requirements

6.1 The Emitter shall, in respect of each full Contract Payment Term Year, submit to the Waste ICC Contract Counterparty no later than seven (7) months following the end of the relevant Contract Payment Term Year a Biogenic LTSS Data Auditing Report & Verification Statement, in form and content satisfactory to the Waste ICC Contract Counterparty.

6.2 Each Biogenic LTSS Data Auditing Report & Verification Statement shall:

- (A) be prepared:
 - (i) by an independent auditor which:
 - (a) possesses a sufficient level of knowledge of automated sampling systems; and
 - (b) is able to demonstrate adequate expertise in providing greenhouse gas validation and verification, including for example:
 - (aa) that the independent auditor has received ISO 19011 training; or
 - (bb) in relation to the Verification Statement Section only, an ISO 14065 accreditation or any other relevant and applicable standard,
 - as approved by the Waste ICC Contract Counterparty (acting reasonably);
 - (ii) in accordance with the Reasonable and Prudent Standard; and
 - (iii) at the Emitter's own cost and expense;
- (B) be addressed to both the Emitter and the Waste ICC Contract Counterparty; and

- (C) include both:
- (i) an auditing report section, prepared in accordance with paragraph 6.4 (the **"Auditing Report Section"**); and
 - (ii) a verification statement section, prepared in accordance with paragraph 6.5 (a **"Verification Statement Section"**),
- (the **"Biogenic LTSS Data Auditing Report & Verification Statement"**).

6.3 The Waste ICC Contract Counterparty acknowledges and agrees that the Emitter shall be entitled to appoint an auditor who enters into an arrangement to sub-contract or delegate the preparation of the Verification Statement Section, provided that:

- (A) the Emitter shall not be relieved of any of its obligations under the Waste ICC Contract or any other Waste ICC Documents and its auditor shall not be relieved of any of its obligations, in respect of the acts and omissions of any person to whom the auditor has sub-contracted or delegated the preparation of such Verification Statement Section (such sub-contract or delegee being the **"Biogenic LTSS Verification Statement Auditor"**);
- (B) the Verification Statement Section prepared by the Biogenic LTSS Verification Statement Auditor shall comply with the applicable requirements set out in paragraph 6.2; and
- (C) the identity of any Biogenic LTSS Verification Statement Auditor shall be approved by the Waste ICC Contract Counterparty (acting reasonably) prior to the auditor entering into the relevant arrangement with the Biogenic LTSS Verification Statement Auditor to sub-contract or delegate the preparation of the Verification Statement Section.

6.4 The Auditing Report Section of the Biogenic LTSS Data Auditing Report & Verification Statement shall include, at a minimum:

- (A) an assessment, in relation to the relevant Contract Payment Term Year, of the extent to which the Emitter has complied with the Biogenic LTSS Technical Specification, including, but not limited to, a review of the requirements in relation to the following:
 - (i) sample handling procedures;
 - (ii) Quality Assurance Requirements;
 - (iii) personnel competency and training records;
 - (iv) maintenance, service and calibration records;
 - (v) DAHS, as required by EN 17255-4;
 - (vi) the reporting systems required by the Emitter to satisfy the requirements of this Biogenic LTSS Technical Specification;
 - (vii) analytical laboratory performance;
 - (viii) each Biogenic LTSS Measurement Point (including the location and serial number);
 - (ix) leak check procedures;

- (x) the Total Biogenic LTSS Sampling Time for each Biogenic LTSS;
 - (xi) the Total Measured Process Stream Operating Time;
 - (xii) each report received from an analytical laboratory; and
 - (xiii) (if applicable) each reported Biogenic LTSS Material Change;
- (B) a summary of:
- (i) any breach of, or failure to comply with, the Biogenic LTSS Technical Specification, including the relevant period during which the Emitter is in breach or is failing to comply with the Biogenic LTSS Technical Specification; and
 - (ii) any other findings, observations and recommendations from the auditor; and
- (C) confirmation as to whether or not any instances of non-compliance identified pursuant to paragraph 6.4(B)(i) have been rectified by the Emitter,
- 6.5 The Verification Statement Section of the Biogenic LTSS Data Auditing Report & Verification Statement shall include, at a minimum:
- (A) confirmation as to the truthfulness, completeness and accuracy of the Biogenic LTSS Data relating to each Biogenic LTSS to the Waste ICC Contract Counterparty for each OP Billing Period during the relevant Contract Payment Term Year;
 - (B) a review of each breach identified in the Auditing Report Section and a determination as to whether such breach impacted the Biogenic LTSS Data (including an assessment of the materiality of such impact, where relevant);
 - (C) a description of the scope of the Verification Statement Section;
 - (D) the method of verification; and
 - (E) other findings and recommendations.

Biogenic LTSS Data Auditing Report & Verification Statement Response Notice

- 6.6 The Waste ICC Contract Counterparty shall, no later than thirty (30) Business Days after receipt of a Biogenic LTSS Data Auditing Report & Verification Statement, issue a notice to the Emitter (a "**Biogenic LTSS Data Auditing Report & Verification Statement Response Notice**"). A Biogenic LTSS Data Auditing Report & Verification Statement Response Notice shall specify whether the Waste ICC Contract Counterparty:
- (A) accepts the Biogenic LTSS Data Auditing Report & Verification Statement;
 - (B) does not accept the Biogenic LTSS Data Auditing Report & Verification Statement, giving reasons; or
 - (C) requires the Emitter to provide (or procure that the auditor provide) additional Supporting Information in relation to the Biogenic LTSS Data Auditing Report & Verification Statement in order for the Waste ICC Contract Counterparty to determine whether or not it accepts the Biogenic LTSS Data Auditing Report & Verification Statement and, if so, details of the additional Supporting Information which the Waste ICC Contract Counterparty requires (the "**Biogenic LTSS Data Auditing Report & Verification Statement Supporting Information**").

- 6.7 If the Waste ICC Contract Counterparty states in a Biogenic LTSS Data Auditing Report & Verification Statement Response Notice that:
- (A) it accepts the Biogenic LTSS Data Auditing Report & Verification Statement, then the Waste ICC Contract Counterparty may have regard to the findings set out in such Biogenic LTSS Data Auditing Report & Verification Statement in determining whether the Emitter has breached the Biogenic LTSS Obligations and/or the Biogenic LTSS Data Obligations;
 - (B) it does not accept and disputes the Biogenic LTSS Data Auditing Report & Verification Statement, the Biogenic LTSS Data Auditing Report & Verification Statement shall not be approved unless and until a resolution or determination to the contrary is made pursuant to the Dispute Resolution Procedure; or
 - (C) the Emitter has not provided the Waste ICC Contract Counterparty with sufficient Supporting Information to determine whether or not it accepts the Biogenic LTSS Data Auditing Report & Verification Statement then:
 - (i) the Emitter shall provide the Biogenic LTSS Data Auditing Report & Verification Statement Supporting Information to the Waste ICC Contract Counterparty as soon as reasonably practicable, and in any event no later than ten (10) Business Days after receipt of the Biogenic LTSS Data Auditing Report & Verification Statement Response Notice, or such longer period as is specified by the Waste ICC Contract Counterparty; and
 - (ii) the Waste ICC Contract Counterparty shall, no later than thirty (30) Business Days after receipt of the Biogenic LTSS Data Auditing Report & Verification Statement Supporting Information, give a further Biogenic LTSS Data Auditing Report & Verification Statement Response Notice to the Emitter (a **"Further Biogenic LTSS Data Auditing Report & Verification Statement Response Notice"**). A Further Biogenic LTSS Data Auditing Report & Verification Statement Response Notice shall specify whether or not it accepts the Biogenic LTSS Data Auditing Report & Verification Statement.
- 6.8 Nothing in paragraphs 6.6 and 6.7 shall require the Waste ICC Contract Counterparty to specify in any Biogenic LTSS Data Auditing Report & Verification Statement Response Notice that the Waste ICC Contract Counterparty accepts the Biogenic LTSS Data Auditing Report & Verification Statement unless the Waste ICC Contract Counterparty is satisfied of the same.

Biogenic LTSS Data Auditing Report & Verification Statement: Annual Recalculation

- 6.9 No later than the date which falls twenty (20) Business Days after the date on which:
- (A) the Biogenic LTSS Data Auditing Report & Verification Statement is accepted by the Waste ICC Contract Counterparty in accordance with paragraph 6.7(A) of this Part D; or
 - (B) a resolution or determination is made pursuant to the Dispute Resolution Procedure in respect of the Biogenic LTSS Data Auditing Report & Verification Statement in accordance with paragraph 6.7(B) of this Part D,
- the Waste ICC Contract Counterparty shall:
- (i) recalculate any relevant LTSS FE Multiplier and/or any Deemed LTSS FE Multiplier for any relevant FE Calculation Month during the Contract Payment Term Year by applying the Reconciled Biogenic LTSS FE Increment and any

revised Biogenic LTSS Lookback Percentage to the calculation of the relevant Deemed LTSS FE Multiplier, taking into account (as applicable):

- (a) the findings set out in the Biogenic LTSS Data Auditing Report & Verification Statement accepted by the Waste ICC Contract Counterparty in accordance with paragraph 6.7(A) of this Part D; or
 - (b) the resolution or determination made pursuant to the Dispute Resolution Procedure in accordance with paragraph 6.7(B) of this Part D; and
- (ii) apply Condition 8.27 (*Calculation of Opex FE Adjustment Amount*) for the purposes of determining the appropriate Opex FE Adjustment Amount.

Non-compliance with the auditing and verification requirements

6.10 If the Waste ICC Contract Counterparty determines that the Emitter has failed to submit a Biogenic LTSS Data Auditing Report & Verification Statement in accordance with the requirements set out in paragraphs 6.1 to 6.8 (a "**Biogenic LTSS Auditing and Verification Non-Compliance Event**"), the Waste ICC Contract Counterparty may give a notice to the Emitter which shall:

- (A) summarise the Waste ICC Contract Counterparty's reasons for concluding that a Biogenic LTSS Auditing and Verification Non-Compliance Event has occurred, including the relevant requirements which have not been complied with by the Emitter; and
- (B) specify the date from which the Waste ICC Contract Counterparty has determined that the relevant Biogenic LTSS Auditing and Verification Non-Compliance Event has occurred.

6.11 Following the issuance of a notice pursuant to paragraph 6.10, the Waste ICC Contract Counterparty may elect to suspend payment of any amounts which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the relevant Biogenic LTSS Auditing and Verification Non-Compliance Event subsists, provided that, prior to effecting any such suspension, the Waste ICC Contract Counterparty shall notify the Emitter of: (i) its intention to suspend payment of any amount which would otherwise be payable by the Waste ICC Contract Counterparty to the Emitter in any period during which the relevant Biogenic LTSS Auditing and Verification Non-Compliance Event subsists; and (ii) the date from which it proposes to effect such suspension.

6.12 If the Emitter subsequently complies with the requirements which are the subject of the relevant notice issued pursuant to paragraph 6.10(A), then the Waste ICC Contract Counterparty shall pay any amounts to the Emitter which would have been payable but for the operation of paragraph 6.11. No Compensatory Interest or Default Interest shall be payable in respect of any amount payable pursuant to this paragraph 6.12.

7. ASSOCIATED FEATURES

The Emitter may install additional features within or associated with any Biogenic LTSS provided such additional features do not interfere with the operation of such Biogenic LTSS,

(including, but not limited to operation of data flow and storage in respect of such Biogenic LTSS).

8. ACCESS TO DATA

The Emitter shall provide access to, and hereby authorises the use of, Biogenic LTSS Data to and by the Waste ICC Contract Counterparty in accordance with the terms of the Waste ICC Contract.

9. RECORDS

Records required to be kept by the Emitter and provided to the Waste ICC Contract Counterparty under this Appendix shall include, as a minimum and where applicable, the following information:

- (A) Emitter name;
- (B) Installation name;
- (C) Installation address;
- (D) Biogenic LTSS manufacturer of each Biogenic LTSS;
- (E) Biogenic LTSS model of each Biogenic LTSS;
- (F) Biogenic LTSS serial number of each Biogenic LTSS;
- (G) Biogenic LTSS operating principle;
- (H) Biogenic LTSS operating range;
- (I) Biogenic LTSS MCERTS compliance (certificate number(s)) for each Biogenic LTSS;
- (J) agent responsible for installation, commissioning and servicing of each Biogenic LTSS;
- (K) all reports related to the commissioning of each Biogenic LTSS;
- (L) all service, maintenance and audit reports related to the on-going operation of each Biogenic LTSS;
- (M) plant schematic identifying the Biogenic LTSS Measurement Point and DCS tag number of each Biogenic LTSS; and
- (N) any Biogenic LTSS Data.

Annex 14

Downstream CO₂ Vent Operational Framework and Technical Specification

1. APPLICATION

- 1.1 This Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) shall apply to the Waste ICC Contract only if it is expressed to apply to the Waste ICC Contract in the Waste ICC Agreement.

2. DEFINITIONS

- 2.1 In this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*):

"Applicable Standards" means:

- (A) the relevant ISO standards; or
- (B) where such ISO standards are not available, suitable British Standards; or
- (C) where such British Standards are not available, suitable draft standards;
- (D) where such suitable draft standards are not available, industry best practice guidelines;
- (E) where such industry best practice guidelines are not available, manufacturers' recommendations; or
- (F) where such manufacturers' recommendations are not available, other scientifically proven methodologies;

"CO₂ T&S Delivery Point Pipeline(s)" means the pipeline(s) from the T&S Flow Meter(s) to the CO₂ T&S Network Delivery Point(s);

"CO₂ T&S Delivery Point Pipeline Volume" means the total internal volume of each CO₂ T&S Delivery Point Pipeline (*expressed in m³*) as confirmed by the Emitter in the information delivered to the Waste ICC Contract Counterparty:

- (A) until such time as a Downstream CO₂ Vent Material Change which has an impact on the Measured Downstream CO₂ Vented occurs, in accordance with paragraph 8 (*Downstream CO₂ Vent(s)*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*); or
- (B) after any Downstream CO₂ Vent Material Change which has an impact on the Measured Downstream CO₂ Vented has occurred, in accordance with paragraph 1.5(A) (*Downstream CO₂ Vent Material Change*) of Part A (*Downstream CO₂ Vent - General*);

"Downstream CO₂ Vent(s)" means a vent line, and all associated equipment, that is capable of diverting:

- (A) following an Off-Specification CO₂ Event; or
- (B) during a Delivery Pipeline Maintenance Event,

one (1) or more stream(s) of CO₂ Rich Stream to a safe location that would otherwise be routed to a CO₂ T&S Network Delivery Point from the Capture Plant, connected to a CO₂ T&S Delivery Point Pipeline(s) at a Downstream CO₂ Vent Point;

"Downstream CO₂ Vent Invitee" means each of:

- (A) the Waste ICC Contract Counterparty acting through any reasonably nominated employee, agent or contractor; and
- (B) the Downstream CO₂ Vent Technical Assurance Agent, acting through any reasonably nominated employee, agent or contractor;

"Downstream CO₂ Vent Material Change" means a change to any component of a Downstream CO₂ Vent and/or a CO₂ T&S Delivery Point Pipeline, in each case which has, or may have, an impact on the Measured Downstream CO₂ Vented or the ability of the Emitter to provide Positive Isolation of a Downstream CO₂ Vent from a CO₂ T&S Delivery Point Pipeline in accordance with paragraphs 2.1 and 2.2(A) (*Downstream CO₂ Vent*) of Part B;

"Downstream CO₂ Vent Technical Assurance" means compliance by the Emitter with the requirements of this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) in relation to the Downstream CO₂ Vent;

"Downstream CO₂ Vent Technical Assurance Agent" means a third party agent or representative appointed by the Waste ICC Contract Counterparty to be responsible for monitoring Downstream CO₂ Vent Technical Assurance;

"Downstream CO₂ Venting" means the process or method by which the Emitter diverts:

- (C) following an Off-Specification CO₂ Event; or
- (D) during a Delivery Pipeline Maintenance Event,

one (1) or more stream(s) of CO₂ Rich Stream to a safe location from the Downstream CO₂ Vent Point via the Downstream CO₂ Vent;

"Downstream CO₂ Vent Point(s)" means the location on the CO₂ T&S Delivery Point Pipeline(s) from which CO₂ Rich Stream can be diverted to a safe location via a Downstream CO₂ Vent, as set out in the schematic diagram delivered to the Waste ICC Contract Counterparty in accordance with paragraph 8(b) (*Downstream CO₂ Vent(s)*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);

"Downstream CO₂ Vent Technical Details" means all of the technical details relating to a Downstream CO₂ Vent and/or a CO₂ T&S Delivery Point Pipeline that are required to enable the Measured Downstream CO₂ Vented to be collected and correctly interpreted from a Downstream CO₂ Vent or to enable the Emitter to provide Positive Isolation of a Downstream CO₂ Vent from a CO₂ T&S Delivery Point Pipeline, in each case as referred to in Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*);

"Downstream CO₂ Vent Waste ICC Technical Audit" means an audit, check, examination or inspection conducted by the Waste ICC Contract Counterparty and/or its appointed representative in accordance with Part A (*Downstream CO₂ Vent - General*) of this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*):

- (A) once every three (3) years in accordance with the timings set out in paragraph 5.3 of Part A (*Downstream CO₂ Vent - General*) (each a **"Routine Downstream CO₂ Vent Waste ICC Technical Audit"**); or
- (B) with such frequency as is considered necessary by the Waste ICC Contract Counterparty in accordance with paragraph 5.1 of Part A (*Downstream CO₂ Vent - General*), acting reasonably (each a **"Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit"**);

"Emitter Downstream Vent Valve(s)" means isolation valves located within a Downstream CO₂ Vent which, when opened, allow the venting of CO₂ Rich Stream from a CO₂ T&S Delivery Point Pipeline to atmosphere at a safe location from a Downstream CO₂ Vent Point via a Downstream CO₂ Vent;

"Emitter Shut-Off Valve(s)" means isolation valves located within the Emitter's Installation which, when closed, stop the flow of CO₂ Rich Stream from the Capture Plant into a CO₂ T&S Delivery Point Pipeline;

"Isolation Equipment" shall have the meaning given to that term in paragraph 2.1 of Part B (Downstream CO₂ Vent – Technical Specification);

"Measured Downstream CO₂ Vented" means the mass quantity of CO₂ (*expressed in tCO₂*) diverted to a safe location from a CO₂ T&S Delivery Point Pipeline via a Downstream CO₂ Vent Point and Downstream CO₂ Vent as a result of a Downstream CO₂ Venting Event, as calculated in accordance with paragraph 5.1(e) (*Measured Downstream CO₂ Vented*) of Part B (*Downstream CO₂ Vent – Technical Specification*);

"Measured Downstream CO₂ Rich Stream Vented" means the mass quantity of CO₂ Rich Stream (*expressed in tCO₂RS*) diverted to a safe location from a CO₂ T&S Delivery Point Pipeline via a Downstream CO₂ Vent Point and Downstream CO₂ Vent as a result of a Downstream CO₂ Venting Event, as calculated in accordance with paragraph 5.1(D) (*Measured Downstream CO₂ Vented*) of Part B (*Downstream CO₂ Vent – Technical Specification*);

"Non-Compliant CO₂" has the meaning given to that term in the CCS Network Code; and

"Off-Specification CO₂ Event" means where any Non-Compliant CO₂ which has entered a CO₂ T&S Delivery Point Pipeline is not accepted by the T&S Operator in accordance with section F (*Network Design and Specification*) of the CCS Network Code.

3. INTRODUCTION

3.1 This Annex sets out:

- (A) the general requirements for the configuration and operation of the Downstream CO₂ Vent;
- (B) the procedure for operating the Downstream CO₂ Vent if an Off-Specification CO₂ Event or a Delivery Pipeline Maintenance Event occurs;
- (C) the Emitter's responsibilities and the access to the Downstream CO₂ Vent; and
- (D) the functions of any agents or representatives appointed by the Waste ICC Contract Counterparty in connection with such Downstream CO₂ Vent.

Part A
Downstream CO₂ Vent – General

1. DOWNSTREAM CO₂ VENT – BASIC REQUIREMENTS

Downstream CO₂ Vent Technical Details

1.1 The Emitter shall, in accordance with this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*):

- (A) establish and maintain Downstream CO₂ Vent Technical Details in respect of each Downstream CO₂ Vent; and
- (B) ensure that such Downstream CO₂ Vent Technical Details are true, complete and accurate.

Information and records

1.2 The Emitter shall:

- (A) comply with the requirements of the Waste ICC Contract when providing the Waste ICC Contract Counterparty with information relating to each Downstream CO₂ Vent, including the Downstream CO₂ Vent Technical Details;
- (B) provide such Downstream CO₂ Vent Technical Details to the Waste ICC Contract Counterparty; and
- (C) provide the Waste ICC Contract Counterparty with all such information regarding each Downstream CO₂ Vent as the Waste ICC Contract Counterparty reasonably requires for the purposes of carrying out a Downstream CO₂ Vent Waste ICC Technical Audit.

1.3 The information to be provided under paragraphs 1.2(A), 1.2(B) and 1.2(C) includes information regarding the dates and time periods for the installation of new Downstream CO₂ Vents and the dates and time periods when such Downstream CO₂ Vents are out of service.

1.4 The Emitter shall:

- (A) prepare and maintain complete and accurate records in relation to each Downstream CO₂ Vent; and
- (B) provide a copy of such records to the Waste ICC Contract Counterparty promptly upon request.

Downstream CO₂ Vent Material Change

1.5 Where any Downstream CO₂ Vent Material Change occurs:

- (A) the Emitter shall promptly, and in any event no later than two (2) Business Days following such Downstream CO₂ Vent Material Change, notify the Waste ICC Contract Counterparty and specify any amendments to the CO₂ T&S Delivery Point Pipeline Volume; and

- (B) the latest version of the Applicable Standards specified in Part B (*Downstream CO₂ Vent - Technical Specification*) shall apply to the components which are the subject of such Downstream CO₂ Vent Material Change.

Checks and inspection

- 1.6 The Emitter shall ensure that routine audits, inspections and checks, including but not limited to any audits, checks and inspections required pursuant to Part B (*Downstream CO₂ Vent - Technical Specification*), are carried out to confirm that the Emitter has provided Positive Isolation of the Downstream CO₂ Vent from the CO₂ T&S Delivery Point Pipeline, that there are no fugitive emissions and that there is no unintended flow of CO₂ Rich Stream from any CO₂ T&S Delivery Point Pipeline to atmosphere via any Downstream CO₂ Vent, in addition to the Downstream CO₂ Vent Waste ICC Technical Audits carried out by the Waste ICC Contract Counterparty (or its appointed representative).
- 1.7 The Emitter shall ensure that an audit, check and/or inspection of any component of a Downstream CO₂ Vent which replaces a defective or inaccurate component is carried out where any defective or inaccurate component of a Downstream CO₂ Vent is replaced as soon as reasonably practicable after the installation of such component to confirm:
- (A) that the Downstream CO₂ Vent(s) complies with the requirements set out in Part B (*Downstream CO₂ Vent - Technical Specification*) including to enable the Emitter to comply with paragraphs 2.1 and 2.2(A) (*Downstream CO₂ Vent*) of Part B (*Downstream CO₂ Vent - Technical Specification*); and
- (B) the absence of fugitive emissions.
- 1.8 The Emitter shall give the Waste ICC Contract Counterparty reasonable prior notice of the date, time, place and nature of every audit, inspection and/or check carried out pursuant to paragraph 1.6 and the Waste ICC Contract Counterparty shall have the right to attend such audit, inspection(s) and/or check(s).
- 1.9 If the Emitter (or any agent or representative appointed on its behalf) has reason to believe that a Downstream CO₂ Vent does not comply with the requirements set out in Part B (*Downstream CO₂ Vent - Technical Specification*), the Emitter or such other third party (as procured by the Emitter) shall so notify:
- (A) the Waste ICC Contract Counterparty; and
- (B) the Emitter (if relevant),
- as soon as reasonably practicable and in any event, within forty-eight (48) hours of the date on which the Emitter or such other third party becomes aware of the same.
- 1.10 The Waste ICC Contract Counterparty may appoint a Downstream CO₂ Vent Technical Assurance Agent to conduct an inspection of a Downstream CO₂ Vent as part of the Downstream CO₂ Vent Waste ICC Technical Audit once every three (3) years as set out in paragraph 5.3 of Part A of this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*). The timing and frequency of such an inspection shall be independent of any inspection carried out or otherwise attended by the Waste ICC Contract Counterparty under paragraphs 1.8 or 1.12. The Waste ICC Contract Counterparty shall give the Emitter notice of its intention to carry out such an inspection, setting out the date on which it proposes to do so, which shall generally be no sooner than ten (10) Business Days after the date of the notice.

- 1.11 All reasonable costs incurred in undertaking a Downstream CO₂ Vent Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any inspections and checks which form part of such Routine Downstream CO₂ Vent Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement).
- 1.12 If the Waste ICC Contract Counterparty is notified (under paragraph 1.9(A)) or otherwise has reason to believe that any component of a Downstream CO₂ Vent does not comply with the requirements set out in Part B (*Downstream CO₂ Vent - Technical Specification*):
- (A) the Waste ICC Contract Counterparty may require the Emitter to inspect and check such Downstream CO₂ Vent as soon as reasonably practicable, and in any event no later than ten (10) Business Days after the Waste ICC Contract Counterparty gives notice of such requirement pursuant to this paragraph 1.12(A), whereupon the Emitter shall carry out such inspection and check in the presence of a representative of the Waste ICC Contract Counterparty; or
 - (B) the Waste ICC Contract Counterparty may, as part of a Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit and without giving notice to the Emitter, arrange for the inspection of a Downstream CO₂ Vent by a Downstream CO₂ Vent Technical Assurance Agent, and for such agent to carry out such inspections and/or checks as such agent shall deem necessary to determine that there are no fugitive emissions and that there is no unintended flow of CO₂ from a CO₂ T&S Delivery Point Pipeline to atmosphere via a Downstream CO₂ Vent and that the Emitter has provided Positive Isolation of the Downstream CO₂ Vent from the CO₂ T&S Delivery Point Pipeline]. A Downstream CO₂ Vent Technical Assurance Agent shall be entitled to assume that all required consents have been obtained for the relevant inspection until such time as it is notified to the contrary.
- 1.13 Subject to paragraph 1.14, all reasonable costs incurred in undertaking a Downstream CO₂ Vent Waste ICC Technical Audit, including the reasonable costs incurred by the Waste ICC Contract Counterparty and/or its appointed representative in attending the Installation and the reasonable costs of any inspections and checks which form part of that Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit, shall be payable by the Emitter and included in the next Opex Payment Billing Statement (but without prejudice to the Emitter's right to charge any other person for such service pursuant to another agreement or arrangement). Where pursuant to a Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit, the Emitter is found not to be in material breach of any requirement of this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*), any reasonable costs reasonably incurred by the Emitter in carrying out any inspections and checks required by the Waste ICC Contract Counterparty as part of a Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit (but excluding any costs associated with the attendance by the Emitter and/or its appointed representative(s) at such inspections and checks), shall be payable by the Waste ICC Contract Counterparty and included in the next Opex Payment Billing Statement, unless such Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit has been requested by the Emitter in accordance with paragraph 5 (*Reasons for requesting a Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit*) of Part A (*Downstream CO₂ Vent - General*) in which case the reasonable costs incurred by the Waste ICC Contract Counterparty shall be payable by the Emitter and included in the next Opex Payment Billing Statement. For the purposes of this paragraph, "**material breach**" shall mean a breach that means that: the Emitter has not provided Positive Isolation of the Downstream CO₂ Vent from the CO₂ T&S Delivery Point Pipeline; and/or there is an unintended flow of CO₂ Rich Stream from a CO₂ T&S Delivery Point Pipeline to atmosphere via a Downstream CO₂ Vent.

- 1.15 Any inspections and checks carried out pursuant to paragraphs 1.6 to 1.13 shall comply with Part B (*Downstream CO₂ Vent - Technical Specification*).

2. ACCESS TO PROPERTY

Grant and procurement of rights

- 2.1 The Emitter shall permit the Waste ICC Contract Counterparty and any Downstream CO₂ Vent Invitee to access any part of the relevant property in accordance with this paragraph 2.
- 2.2 In this paragraph 2, the "**relevant property**" is:
- (A) any and all components of each Downstream CO₂ Vent and the DCS; and
 - (B) the property of any third party, the exercise of whose rights could prevent the Emitter, the Waste ICC Contract Counterparty or any Downstream CO₂ Vent Technical Assurance Agent from performing their obligations and/or exercising their rights under this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*).
- 2.3 The Emitter shall give the Waste ICC Contract Counterparty and any Downstream CO₂ Vent Invitee full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, reviews, inspections and checks, including full rights to carry out such audits, reviews, inspections and checks on any component of any Downstream CO₂ Vent, provided that the person or persons responsible for carrying out such audits, reviews, inspections and checks is or are competent in the operation of such component.
- 2.4 The rights and permissions referred to in paragraphs 2.1 and 2.3 are:
- (A) for any Downstream CO₂ Vent Invitee, full rights to enter upon and through and remain upon the relevant property or do any other act contemplated by this Part A (*Downstream CO₂ Vent - General*);
 - (B) for the Waste ICC Contract Counterparty and/or its appointed representative (including any agent, employee or contractor), full rights to carry out such tasks and do all such acts as are necessary for the purpose of performing audits, reviews, checks and inspections for the purposes of a Downstream CO₂ Vent Waste ICC Technical Audit, including full rights to carry out such audits, reviews, checks and inspections on any Downstream CO₂ Vent, provided that the person or persons responsible for carrying out such audits, reviews, checks and inspections is or are competent in the operation of a Downstream CO₂ Vent; and
 - (C) for a Downstream CO₂ Vent Technical Assurance Agent, full rights to undertake on-site audits, reviews, checks and inspections and to report on any Downstream CO₂ Vent in relation to its compliance with this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*),

but in each case only to the extent such rights are necessary for the purposes of this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) and subject to the other provisions of this paragraph 2.

Safe access

- 2.5 Subject to the rights of the Waste ICC Contract Counterparty to require inspection without notice pursuant to paragraph 1.12(B), the Emitter shall use all reasonable endeavours to procure that all reasonable arrangements and provisions are made, and revised from time to time, as and when necessary or desirable to facilitate the safe exercise by any Downstream

CO₂ Vent Invitee of any right of access granted pursuant to paragraphs 2.1 to 2.4 with the minimum of disruption, disturbance and inconvenience to such Downstream CO₂ Vent Invitee.

- 2.6 The arrangements and provisions referred to in paragraph 2.5 may, to the extent that the same are reasonable, limit or restrict the exercise of such right of access granted pursuant to paragraphs 2.1 to 2.4 and/or provide for the Emitter to make directions or regulations from time to time in relation to a specified matter.
- 2.7 Matters to be covered by the arrangements and/or provisions referred to in paragraph 2.5 include:
- (A) provision of a site safety induction;
 - (B) supply of all necessary personal protective equipment;
 - (C) a method of identifying any relevant component of any Downstream CO₂ Vent;
 - (D) the particular access routes applicable to the relevant property having particular regard to the weight and size limits on those routes;
 - (E) any limitations on times of exercise of the right of access;
 - (F) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising the right of access and procedures for obtaining the same;
 - (G) the means of communication by the Emitter (to all individuals exercising the right of access) of any relevant directions or regulations made by the Emitter;
 - (H) the availability of all site personnel that the individuals exercising the right of access may wish to liaise with during the exercise of the right of access granted pursuant to paragraphs 2.1 to 2.4;
 - (I) the identification of and arrangements applicable to the individuals exercising the right of access granted pursuant to paragraphs 2.1 to 2.4;
 - (J) where relevant, the obligation to comply with the procedural requirements set out in Part B (*Downstream CO₂ Vent - Technical Specification*) on procedures; and
 - (K) disclosure of any known hazards on the site.
- 2.8 The Waste ICC Contract Counterparty shall take all reasonable steps to procure that any Downstream CO₂ Vent Invitee observes and performs any such arrangements and provisions (or directions or regulations issued pursuant thereto), failing which in any particular case the Emitter may take reasonable steps to ensure that, as a condition of exercising any right of access pursuant to paragraphs 2.1 to 2.4, each Downstream CO₂ Vent Invitee shall agree to observe and perform the same.

Damage

- 2.9 Subject to Condition 52.8 (*General limitation on liability*), the Waste ICC Contract Counterparty shall take all reasonable steps to procure that each Downstream CO₂ Vent Invitee takes all reasonable steps in the exercise of any right of access pursuant to paragraphs 2.1 to 2.4, in order to:
- (A) avoid or minimise damage in relation to any relevant property; and

- (B) cause as little disturbance and inconvenience as possible to any Third Party, third party or other occupier of any relevant property,

and that each Downstream CO₂ Vent Invitee makes good any damage caused to such property in the course of the exercise of such rights as soon as practicable.

- 2.10 Subject to paragraph 2.9, all such rights of access shall be exercisable by each Downstream CO₂ Vent Invitee free of any charge or payment of any kind.

Denial of access

- 2.11 The Waste ICC Contract Counterparty shall be deemed not to be in breach of any duty or obligation under this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) if and to the extent that its inability to perform such duty or obligation is directly attributable to the Waste ICC Contract Counterparty or any other Downstream CO₂ Vent Invitee being denied necessary access to a Downstream CO₂ Vent.

3. TECHNICAL ASSURANCE

- 3.1 The Waste ICC Contract Counterparty may appoint a Downstream CO₂ Vent Technical Assurance Agent to carry out inspections and/or audits of any Downstream CO₂ Vent. For the avoidance of doubt, for the purposes of this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) and as the context requires, the Downstream CO₂ Vent Technical Assurance Agent shall be an agent of the Waste ICC Contract Counterparty.
- 3.2 The Downstream CO₂ Vent Technical Assurance Agent shall monitor Downstream CO₂ Vent Technical Assurance and identify cases where there is any Downstream CO₂ Vent Technical Assurance failure ("**non-compliance**").
- 3.3 The Downstream CO₂ Vent Technical Assurance Agent shall possess an appropriate level of knowledge of technical systems of the same type as the Downstream CO₂ Vent(s).

4. NON-COMPLIANCE

- 4.1 The Downstream CO₂ Vent Technical Assurance Agent shall determine:
 - (A) in respect of those matters (including those associated with or connected to any Downstream CO₂ Vent) which it has been requested to inspect and/or audit, that such matter is non-compliant if the requirements of this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*) are not being adhered to and/or if the installed configuration is not consistent with the Downstream CO₂ Vent Technical Details provided by the Emitter; and
 - (B) in respect of any non-compliance determined in accordance with paragraph (A), whether it considers such non-compliance to be material.
- 4.2 Where any non-compliance has been determined in accordance with paragraph 4.1, the Emitter shall ensure that the non-compliance is rectified as soon as reasonably practicable.

5. AUDIT

Reasons for requesting a Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit

- 5.1 The Waste ICC Contract Counterparty and/or its appointed representative (including the Downstream CO₂ Vent Technical Assurance Agent) may conduct a Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit for the following reasons:

- (A) the Waste ICC Contract Counterparty has reason to suspect invalid Downstream CO₂ Vent Technical Details have been provided by the Emitter;
- (B) the Waste ICC Contract Counterparty has reason to suspect that the Emitter has not provided Positive Isolation of the Downstream CO₂ Vent from the CO₂ T&S Delivery Point Pipeline and/or there is an unintended flow of CO₂ Rich Stream from any CO₂ T&S Delivery Point Pipeline to atmosphere via any Downstream CO₂ Vent; and/or
- (C) the Emitter requires such a Non-Routine Downstream CO₂ Vent Waste ICC Technical Audit.

Description of inspections and checks forming part of a Downstream CO₂ Vent Waste ICC Technical Audit

5.2 The Waste ICC Contract Counterparty and/or its appointed representative (including the Downstream CO₂ Vent Technical Assurance Agent) may carry out inspections and checks as part of any Downstream CO₂ Vent Waste ICC Technical Audit including, but not limited to, the following:

(A) Downstream CO₂ Vent Technical Details

The Downstream CO₂ Vent Technical Details may be checked to ensure that they conform with those recorded in Waste ICC Contract Settlement Activities systems using information provided by the Emitter, including any commissioning details.

(B) CO₂ Rich Stream leakage

Any Downstream CO₂ Vent may be checked by the Waste ICC Contract Counterparty, the Downstream CO₂ Vent Technical Assurance Agent or any other appointed agent to confirm:

- (i) that there is no unintended flow of CO₂ Rich Stream from any CO₂ T&S Delivery Point Pipeline to atmosphere via any Downstream CO₂ Vent;
- (ii) that the installed configuration is consistent with the Downstream CO₂ Vent Technical Details provided by the Emitter;
- (iii) that the Emitter is complying with paragraphs 2.1 and 2.2(A) (Downstream CO₂ Vent) of Part B (*Downstream CO₂ Vent - Technical Specification*); and/or
- (iv) the absence of fugitive emissions.

(C) Compliance with Downstream CO₂ Vent Technical Specification

Checks may be carried out to ensure that each Downstream CO₂ Vent meets the standards required by Part B (*Downstream CO₂ Vent - Technical Specification*).

(D) Quality of Installation

All points may be checked in accordance with Part B (*Downstream CO₂ Vent Technical Specification*) including, but not limited to the:

- (i) labelling of equipment;
- (ii) general standard of installation, being the good working practice standard; and

- (iii) compliance of installation with any relevant manufacturers' requirements and/or guidelines.

(E) Queries and appeals

If the Emitter wishes to query or appeal any determination made pursuant to the Downstream CO₂ Vent Waste ICC Technical Audit process, the Parties shall endeavour in good faith to resolve any such query or appeal through negotiation and if the Parties are unable to resolve such query or dispute through negotiation, the Emitter may refer such query or appeal to an expert for determination in accordance with the Expert Determination Procedure.

Timing of Routine Downstream CO₂ Vent Waste ICC Technical Audit

5.3 If required by the Waste ICC Contract Counterparty, a Routine Downstream CO₂ Vent Waste ICC Technical Audit shall be conducted in the first quarter of each of the following years during the term of the Waste ICC Contract (and each date shall be calculated by reference to the Start Date):

- (A) year one (1) (being the year which commences twelve (12) Months after the Start Date);
- (B) year four (4);
- (C) year seven (7);
- (D) year ten (10) (if applicable); and
- (E) year thirteen (13) (if applicable).

Identification and Reporting of Faults

5.4 Without prejudice to the Waste ICC Contract Counterparty's other rights under this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*):

- (A) if at any time any component of a Downstream CO₂ Vent is destroyed, damaged, faulty or otherwise ceases to function, the Emitter shall notify the Waste ICC Contract Counterparty of the nature of such fault within one (1) Business Day of becoming aware of the same;
- (B) the Emitter shall investigate such fault within two (2) Business Days of becoming aware of the fault. If the Emitter employs a third party agent or representative to operate the relevant component of the relevant Downstream CO₂ Vent, the Emitter shall investigate the fault within five (5) Business Days of being notified by such third party of such fault or otherwise becoming aware of the same;
- (C) the Emitter shall use all reasonable endeavours to rectify the fault including by repairing or replacing any defective component so as to ensure that such component is back in service and is operating in accordance with Part B (*Downstream CO₂ Vent - Technical Specification*), as soon as reasonably practicable and in any event within ten (10) Business Days of the date on which the fault is discovered by or notified to the Emitter;
- (D) if the fault has not been rectified within such ten (10) Business Day period, the Emitter shall notify the Waste ICC Contract Counterparty on the Business Day immediately following such ten (10) Business Day period with a proposal setting out how and the time period within which it intends to rectify the fault;

- (E) the Emitter shall notify the Waste ICC Contract Counterparty within two (2) Business Days of rectifying the relevant fault. For these purposes, a fault affecting any Measured Downstream CO₂ Vented shall be treated as rectified when the Emitter demonstrates to the Waste ICC Contract Counterparty's satisfaction that:
 - (i) the configuration of the Downstream CO₂ Vent enables the Emitter to comply with paragraphs 2.1 and 2.2(A) (*Downstream CO₂ Vent*) of Part B (*Downstream CO₂ Vent - Technical Specification*); and
 - (ii) the Emitter has undertaken a check and inspection of the Downstream CO₂ Vent and has verified the absence of fugitive emissions.
- (F) the Waste ICC Contract Counterparty shall be entitled to attend any investigation of the Downstream CO₂ Vent fault and the reasonable costs of such attendance shall be borne by the Emitter.

6. INTERFACE AND TIMETABLE INFORMATION

New component

- 6.1 In the event that the Emitter installs any new component of any Downstream CO₂ Vent or of any CO₂ T&S Delivery Point Pipeline, it shall:
 - (A) ensure that it does so in compliance with this Annex 14 (*Downstream CO₂ Vent Operational Framework and Technical Specification*); and
 - (B) provide an updated version of the schematic diagram referred to in paragraph 8(B) (*Downstream CO₂ Vent(s)*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 22.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract.

Replacement of the Downstream CO₂ Vent

- 6.2 If any component of any Downstream CO₂ Vent or of any CO₂ T&S Delivery Point Pipeline needs to be replaced for any reason, the Emitter shall install and commission a "like-for-like" or better performing replacement component and within two (2) Business Days of completion of the commissioning of the relevant replacement component the Emitter shall notify the Waste ICC Contract Counterparty, including any relevant Supporting Information, confirming:
 - (A) that it has successfully installed and commissioned the relevant component; and
 - (B) whether the replacement of the relevant component constitutes a Downstream CO₂ Vent Material Change.
- 6.3 Any notice issued by the Emitter pursuant to paragraph 6.2 shall be accompanied by a Directors' Certificate in relation to the information contained in, and enclosed with, such notice.
- 6.4 If the replacement of a component pursuant to paragraph 6.2 constitutes a Downstream CO₂ Vent Material Change, the Emitter shall provide an updated version of the schematic diagram referred to in paragraph 8(B) (*Downstream CO₂ Vent(s)*) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*) to the Waste ICC Contract Counterparty in accordance with Condition 21.8 (*Undertakings: Measurement Equipment Schematics*) of the Waste ICC Contract.

Part B
Downstream CO₂ Vent – Technical Specification

1. DOWNSTREAM CO₂ VENT

1.1 The Emitter shall ensure that:

- (A) each Downstream CO₂ Vent shall be installed on a CO₂ T&S Delivery Point Pipeline; and
- (B) each Downstream CO₂ Vent Point shall be:
 - (i) downstream of the T&S Flow Meter(s);
 - (ii) located:
 - (a) upstream of the relevant CO₂ T&S Network Delivery Point;
 - (b) at a location which enables any CO₂ Rich Stream to be vented to a safe location, as acceptable to the Waste ICC Contract Counterparty.

2. DOWNSTREAM CO₂ VENT– EQUIPMENT AND CONFIGURATION

2.1 Each Downstream CO₂ Vent shall include the following equipment in order to provide Positive Isolation of the Downstream CO₂ Vent from the CO₂ T&S Delivery Point Pipeline:

- (A) a removable spool, removed from the vent line, with a blank flange fitted; or
 - (B) a spade installed in the vent line; or
 - (C) a spectacle blind installed in the vent line, in the closed position,
- with such equipment being the "**Isolation Equipment**".

2.2 The Emitter shall ensure that:

- (A) at all times each Downstream CO₂ Vent is Positively Isolated from the relevant CO₂ T&S Delivery Point Pipeline, other than where the Positively Isolated of the Downstream CO₂ Vent Point has been removed in accordance with paragraph 4.2(C);
- (B) each Downstream CO₂ Vent is configured to prevent the unintended flow of CO₂ Rich Stream from the relevant CO₂ T&S Delivery Point Pipeline to atmosphere via the Downstream CO₂ Vent;
- (C) each Downstream CO₂ Vent is configured such that the potential for fugitive emissions from the Downstream CO₂ Vent is minimised, and that a regular monitoring regime is implemented in order to detect any resulting fugitive emissions and
- (D) the following checks are carried out as a minimum:
 - (i) a visual inspection of the blank flange, spade or spectacle blind during each Downstream CO₂ Venting Event; and
 - (ii) a dye penetration test on the blank flange, spade or spectacle blind during each Emitter Planned Outage,

in each case to identify any sign of corrosion, cracking or other form of damage which could cause unintended emissions of CO₂ Rich Stream from the relevant CO₂ T&S Delivery Point Pipeline to atmosphere via the Downstream CO₂ Vent.

- 2.3 Where at any time the Emitter identifies corrosion, cracking or any other form of damage to the Isolation Equipment which could cause unintended emissions of CO₂ Rich Stream from the relevant CO₂ T&S Delivery Point Pipeline to atmosphere via the Downstream CO₂ Vent, including during an inspection as required under paragraph 2.2(d), such Isolation Equipment must be replaced as soon as reasonably practicable with alternative Isolation Equipment which is not damaged. The Emitter shall ensure that at all times it carries sufficient spares to enable such replacement to occur. In any case, where damage is detected subject to paragraph 2.2(d), the damaged equipment must be replaced before the end of the Downstream CO₂ Venting Event or Emitter Planned Outage (as applicable).
- 2.4 The Emitter shall monitor each Downstream CO₂ Vent to ensure that at all times the time (expressed in a 24-hour clock) at which the Emitter Shut-Off Valve(s) is opened and closed is accurately recorded and is displayed on the Emitter's DCS.

3. **DOWNSTREAM CO₂ VENT – CRITERIA**

Downstream CO₂ Vent

- 3.1 The Downstream CO₂ Vent shall, as a minimum, comply with the latest version of the Applicable Standards.
- 3.2 The Emitter shall establish, document, implement and maintain written local procedures for operating the Downstream CO₂ Vent.
- 3.3 Such written procedures shall be consistent with the Isolation Procedure and the Measurement Requirements (including the CO₂ Quality Monitoring Procedure) (each as defined in the CCS Network Code) (as applicable) and include the following as a minimum:
- (A) procedures for removing Positive Isolation, to provide a flow path from each CO₂ T&S Delivery Point Pipeline to a Downstream CO₂ Vent;
 - (B) procedures for venting CO₂ Rich Stream from each CO₂ T&S Delivery Point Pipeline to atmosphere via a Downstream CO₂ Vent Point and a Downstream CO₂ Vent; and
 - (C) procedures for reinstating Positive Isolation as part of a Downstream CO₂ Venting Event.
- 3.4 The Emitter shall ensure that no unauthorised access is granted to the Downstream CO₂ Vent.

4. **PERMITTED VENTING PROCEDURE**

Shut-off Requirements and establishing vent connection

- 4.1 With effect from the Start Date, the Emitter shall ensure that no CO₂ Rich Stream is directed from the Installation to the Downstream CO₂ Vent via the Downstream CO₂ Vent Point unless and until an Off-Specification CO₂ Event or a Delivery Pipeline Maintenance Event occurs.
- 4.2 If an Off-Specification CO₂ Event or a Delivery Pipeline Maintenance Event occurs, the Emitter shall ensure that:
- (A) the relevant Emitter Shut-Off Valve(s) is switched to the closed position as soon as possible, as confirmed by the Emitter's DCS;

- (B) reverse flow into any CO₂ T&S Delivery Point Pipeline from downstream of any T&S Delivery Point is prevented;
- (C) the Positive Isolation of any Downstream CO₂ Vent Point is only removed:
 - (i) in accordance with the Emitter's local procedures; and
 - (ii) once the relevant Emitter Shut-Off Valve is returned to the closed position, as confirmed by the Emitter's DCS;
- (D) the relevant Emitter Downstream Vent Valve(s) is switched to the open position only after:
 - (i) the relevant Emitter Shut-Off Valve(s) is returned to the closed position, as confirmed by the Emitter's DCS;
 - (ii) the Positive Isolation of the relevant Downstream CO₂ Vent Point has been removed in accordance with paragraph 4.2(C); and
 - (iii) a flow path to atmosphere at a safe location has been established from the relevant Downstream CO₂ Vent Point via the relevant Downstream CO₂ Vent; and
- (E) any personnel involved in the operation of the Downstream CO₂ Vent in accordance with this paragraph 4.2 shall have appropriate training and competency.

Venting operation

- 4.3 The Emitter shall only undertake a Downstream CO₂ Venting Event in accordance with local procedures for operating the Downstream CO₂ Vent. Any personnel involved in the operation of the Downstream CO₂ Vent in accordance with this paragraph 4.3 shall have appropriate training and competency.

Completion of venting

- 4.4 The Emitter shall ensure that, following satisfaction of each obligation set out in paragraphs 4.2 and 4.3:
- (A) the relevant Emitter Downstream Vent Valve(s) is returned to the closed position;
 - (B) the Positive Isolation of the relevant Downstream CO₂ Vent Point is reinstated in accordance with the Emitter's local procedures;
 - (C) the Emitter undertakes a leak check of the relevant Downstream CO₂ Vent up to the location of Positive Isolation, at all potential sources of fugitive emissions; and
 - (D) any personnel involved in the operation of any Downstream CO₂ Vent in accordance with this paragraph 4.4 shall have appropriate training and competency; and

Restarting CO₂ export

- 4.5 The Emitter shall ensure that no CO₂ is directed from the Installation to any CO₂ T&S Network Delivery Point unless and until:
- (A) the relevant Emitter Shut-Off Valve(s) is switched to the open position, as indicated by the Emitter's DCS;

- (B) the relevant Emitter Downstream Vent Valve(s) is returned to the closed position; and
- (C) the Positive Isolation of the relevant Downstream CO₂ Vent Point is reinstated.

5. MEASURED DOWNSTREAM CO₂ AND CO₂ RICH STREAM VENTED

Reporting, determining and recording of Measured Downstream CO₂ Vented and CO₂ Rich Stream Vented

- 5.1 If an Off-Specification CO₂ Event or a Delivery Pipeline Maintenance Event occurs, the Emitter shall ensure that:
- (A) the following measurements are recorded in respect of the relevant CO₂ T&S Delivery Point Pipeline(s), using an appropriate methodology:
 - (i) the absolute pressure (*expressed in kPa*) in the CO₂ T&S Delivery Point Pipeline(s) immediately prior to the removal of the Positive Isolation of the Downstream CO₂ Vent Point in accordance with paragraph 4.2(C);
 - (ii) the gas temperature (*expressed in K*) in the CO₂ T&S Delivery Point Pipeline(s) immediately prior to the removal of the Positive Isolation of the Downstream CO₂ Vent Point in accordance with paragraph 4.2(C);
 - (iii) the absolute pressure (*expressed in kPa*) in the CO₂ T&S Delivery Point Pipeline(s) immediately after the Positive Isolation of the Downstream CO₂ Vent Point is reinstated in accordance with paragraph 4.4(B); and
 - (iv) the gas temperature (*expressed in K*) in the CO₂ T&S Delivery Point Pipeline(s) immediately after the Positive Isolation of the Downstream CO₂ Vent Point is reinstated in accordance with paragraph 4.4(B),

((i) to (iv) are together, the "**CO₂ T&S Delivery Point Pipeline Data**");
 - (B) the following measurements are calculated in respect of the relevant CO₂ T&S Delivery Point Pipeline(s):
 - (i) the density of the CO₂ Rich Stream in the CO₂ T&S Delivery Point Pipeline(s) (*expressed in t/m³*) immediately prior to the removal of the Positive Isolation of the relevant Downstream CO₂ Vent Point(s) in accordance with paragraph 4.2(C), calculated using an appropriate methodology; and
 - (ii) the density of the CO₂ Rich Steam in the CO₂ T&S Delivery Point Pipeline(s) (*expressed in t/m³*) immediately after the Positive Isolation of the relevant Downstream CO₂ Vent Point(s) is reinstated in accordance with paragraph 4.4(B), calculated using an appropriate methodology.
 - (C) the Measured Downstream CO₂ Rich Stream Vented is calculated in respect of the relevant CO₂ T&S Delivery Point Pipeline(s) in respect of each Off-Specification CO₂ Event or Delivery Pipeline Maintenance Event:
 - (i) in accordance with the following formula, if the Downstream CO₂ Venting Event is performed by means of depressurisation:

$$CO2RS\_V_e = V \times (D_1 - D_2); \text{ or}$$
 - (ii) in accordance with the following formula, if the Downstream CO₂ Venting Event is performed by means of a flow purge(s):

$$CO2RS_{V_e} = V \times D_1,$$

- (D) the Measured Downstream CO₂ Vented is calculated in respect of the relevant CO₂ T&S Delivery Point Pipeline(s) in respect of each Off-Specification CO₂ Event or Delivery Pipeline Maintenance Event in accordance with the following formula:

$$CO2RS_{V_e} = CO2RS_{V_e} \times Conc_{CO2,wt_e}$$

in each case where:

$CO2_{V_e}$	=	the Measured Downstream CO ₂ Vented (<i>expressed in tCO₂</i>) for the relevant Downstream CO ₂ Venting Event (e);
$CO2RS_{V_e}$	=	the Measured Downstream CO ₂ Rich Stream Vented (<i>expressed in tCO₂RS</i>) for the relevant Downstream CO ₂ Venting Event (e);
V	=	the CO ₂ T&S Delivery Point Pipeline Volume (<i>expressed in m³</i>);
D_1	=	the density of the CO ₂ Rich Stream in the relevant CO ₂ T&S Delivery Point Pipeline(s) (<i>expressed in t/m³</i>) immediately prior to the removal of the Positive Isolation of the relevant Downstream CO ₂ Vent Point(s) in accordance with paragraph 4.2(C) in respect of the relevant Downstream CO ₂ Venting Event; and
D_2	=	the density of the CO ₂ Rich Stream in the relevant CO ₂ T&S Delivery Point Pipeline(s) (<i>expressed in t/m³</i>) immediately after the Positive Isolation of the relevant Downstream CO ₂ Vent Point(s) is reinstated in accordance with paragraph 4.4(B) in respect of the relevant Downstream CO ₂ Venting Event.
$Conc_{CO2,wt_e}$	=	the CO ₂ concentration by mass fraction (wt %) in the relevant T&S Composition Analysis Measurement Period immediately prior to the removal of the Positive Isolation of the relevant Downstream CO ₂ Vent Point(s) in accordance with paragraph 4.2(C) in respect of the relevant Downstream CO ₂ Venting Event.

- (E) the Measured Downstream CO₂ Vented is calculated in respect of each CO₂ T&S Delivery Point Pipeline in respect of each Settlement Unit (*i*) during which a Downstream CO₂ Venting Event commenced in accordance with the following formula:

$$CO2_{V_{i_{\square}}} = \sum_{e=1}^n CO2_{V_{e,i}}$$

where:

$CO2_{V_i}$	=	the Measured Downstream CO ₂ Vented (<i>expressed in tCO₂</i>) for each Settlement Unit (<i>i</i>);
$CO2_{V_{e,i}}$	=	the Measured Downstream CO ₂ Vented (<i>expressed in tCO₂</i>) for each Downstream CO ₂ Venting Event (<i>e</i>), as calculated in accordance with paragraph 5.1(d), in the relevant Settlement Unit (<i>i</i>); and
n	=	the number of Downstream CO ₂ Venting Events (<i>e</i>) in the relevant Settlement Unit (<i>i</i>).

- (F) the Measured Downstream CO₂ Rich Stream Vented is calculated in respect of each CO₂ T&S Delivery Point Pipeline in respect of each Settlement Unit (*i*) during which a Downstream CO₂ Venting Event commenced in accordance with the following formula:

$$CO2_{V_{i,RS}} = \sum_{e=1}^n CO2_{V_{e,i}}$$

where:

$CO2_{V_i}$	=	the Measured Downstream CO ₂ Rich Stream Vented (<i>expressed in tCO₂RS</i>) for each Settlement Unit (<i>i</i>);
$CO2_{V_{e,i}}$	=	the Measured Downstream CO ₂ Rich Stream Vented (<i>expressed in tCO₂RS</i>) for each Downstream CO ₂ Venting Event (<i>e</i>), as calculated in accordance with paragraph 5.1(C), in the relevant Settlement Unit (<i>i</i>); and
n	=	the number of Downstream CO ₂ Venting Events (<i>e</i>) in the relevant Settlement Unit (<i>i</i>).

- 5.2 The Parties agree that in the event that the manner in which the Measured Downstream CO₂ Rich Stream Vented is calculated in accordance with paragraph 5.1(d) is, or becomes, inconsistent with the manner in which the quantity of CO₂ Rich Stream vented is calculated for the purposes of determining the corresponding ETS Liabilities (as defined in the Network Code) in respect of such vented CO₂ Rich Stream, the parties shall meet and in good faith seek to agree amendments to the calculation of the Measured Downstream CO₂ Vented in order to resolve any such inconsistency. The Parties shall also consider in good faith whether, for consistency of approach, similar amendments should also be made to the manner in which the Measured Downstream CO₂ Rich Stream Vented is calculated, but taking into account any restrictions on the manner of such calculation under the Network Code.

6. ASSOCIATED FEATURES

- 6.1 The Emitter may install additional features within or associated with the Downstream CO₂ Vent provided such additional features do not interfere with the operation of the Downstream CO₂ Vent.

7. QUALITY ASSURANCE

- 7.1 The Emitter shall ensure that regular functional and quality assurance checks of all of the components of the Downstream CO₂ Vent are performed in accordance with relevant site procedures.
- 7.2 The Emitter shall ensure that any third party audit reports related to the operation of the Downstream CO₂ Vent are addressed and provided to the Waste ICC Contract Counterparty on an annual basis.
- 7.3 The Emitter shall ensure that any personnel involved in the operation of the Downstream CO₂ Vent shall have appropriate training and competency.

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Directors' Certificate

[Company Name]
[Unique reference number: [●]]

(the "Company")

WASTE ICC CONTRACT – DIRECTORS' CERTIFICATE

To: **[●]** (the "**Waste ICC Contract Counterparty**")

I, **[●]**, being a Director of the Company, refer to the Waste ICC Contract entered into by the Company and the Waste ICC Contract Counterparty on **[●]** in relation to the **[●]** Project (the "**Agreement**"). Terms defined in or incorporated into the Agreement have the same meanings when used in this Certificate.

I hereby certify that, having made all due and careful enquiries, the information contained in and enclosed with **[to insert description of matters being certified]** is in all material respects true, complete and accurate and not misleading, in each case by reference to the facts and circumstances then existing.

This Certificate is governed by and construed in accordance with English law.

.....
Name: **[●]**
Position: Director
Dated: **[●]**

.....
Name: **[●]**
Position: Director
Dated: **[●]**

OR:

.....
Name: [●]
Position: Director
Dated: [●]

in the presence of:

.....
Witness's name: [●]
Occupation: [●]
Address: [●]
Dated: [●]

Extension Request Certificate

[Company Name]
[Unique reference number: [●]]

(the "Company")

WASTE ICC CONTRACT – EXTENSION REQUEST CERTIFICATE

To: **[●]** (the "Waste ICC Contract Counterparty")

I, **[●]**, being a Director of the Company, refer to the Waste ICC Contract entered into by the Company and the Waste ICC Contract Counterparty on **[●]** in relation to the **[●]** Project (the "**Agreement**"). Terms defined in or incorporated into the Agreement have the same meanings when used in this Certificate.

I request that the Term of the Agreement shall be extended for an additional one (1) Contract Payment Term Year. I hereby certify that:

- (A) the Installation remains connected to the relevant T&S Network in accordance with the relevant T&S Operator's Entry Provisions as set out in the T&S Connection Agreement[; and
- (B) the Waste Installation continues to satisfy the R1 Energy Efficiency Threshold (as confirmed by the relevant Competent Authority)].²⁶

I enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this Certificate which I consider to be relevant to the content of this Certificate.

I hereby certify that, having made all due and careful enquiries, the information contained in and enclosed with this certificate is in all material respects true, complete and accurate and not misleading, in each case by reference to the facts and circumstances then existing.

This Certificate is governed by and construed in accordance with English law.

.....
 Name: **[●]**
 Position: Director
 Dated: **[●]**

.....
 Name: **[●]**
 Position: Director
 Dated: **[●]**

²⁶

Note to Reader: This certification is required for EfW facilities and gasification to energy ATT/ACT facilities only.

OR:

.....
Name: [●]
Position: Director
Dated: [●]

in the presence of:

.....
Witness's name: [●]
Occupation: [●]
Address: [●]
Dated: [●]

Extension Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – EXTENSION RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 2.4.
3. This is an Extension Response Notice.
4. We consider that:
 - (A) the Average Annual Applicable Carbon Reference Price is **[not]** lower than:
 - (i) the Average Annual Aggregate Opex and T&S Value for the full Contract Payment Term Year immediately preceding the relevant Extension Delivery Date;
 minus
 - (ii) the Average Annual Fallback GGR Credits Price;
 - (B) the Average Achieved CO₂ Capture Rate for the five (5) immediately preceding full Contract Payment Term Years is **[not]** equal to or greater than the Extension Required CO₂ Capture Rate;
 - (C) the Metered CO₂ Output to T&S for the five (5) immediately preceding full Contract Payment Term Years is **[not]** equal to or greater than ninety per cent. (90%) of the Extension Metered CO₂ Output to T&S Estimate;
 - (D) the T&S Extension Condition has **[not]** been satisfied;
 - (E) the Biogenic LTSS Extension Condition has **[not]** been satisfied;
 - (F) the GGR Credits Extension Condition has **[not]** been satisfied; and
 - (G) **[the R1 Energy Efficiency Threshold Extension Condition has [not] been satisfied].**
5. **[We therefore consider that the Extension Conditions have [not] been fulfilled.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether the Extension Conditions have been fulfilled. We require the following Supporting Information: [●].]**

Yours faithfully,

For and on behalf of the
Waste ICC Contract Counterparty

Further Extension Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER EXTENSION RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 2.6(C)(ii).
3. This is a Further Extension Response Notice.
4. Following our receipt of the Requested Extension Supporting Information from you on [●], we consider that:
 - (A) the Average Annual Applicable Carbon Reference Price is **[not]** lower than:
 - (i) the Average Annual Aggregate Opex and T&S Value for the full Contract Payment Term Year immediately preceding the relevant Extension Delivery Date;
 minus
 - (ii) the Average Annual Fallback GGR Credits Price;
 - (B) the Average Achieved CO₂ Capture Rate for the five (5) immediately preceding full Contract Payment Term Years is **[not]** equal to or greater than the Extension Required CO₂ Capture Rate;
 - (C) the Metered CO₂ Output to T&S for the five (5) immediately preceding full Contract Payment Term Years is **[not]** equal to or greater than ninety per cent. (90%) of the Extension Metered CO₂ Output to T&S Estimate;
 - (D) the T&S Extension Condition has **[not]** been satisfied;
 - (E) the Biogenic LTSS Extension Condition has **[not]** been satisfied;
 - (F) the GGR Credits Extension Condition has **[not]** been satisfied; and
 - (G) **[the R1 Energy Efficiency Threshold Extension Condition has [not] been satisfied].**
5. We therefore consider that the Extension Conditions have **[not]** been fulfilled.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

OCP Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – OCP NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.7(B).
3. This is an OCP Notice.
4. We consider that the following Operational Condition Precedent has been fulfilled: [●].
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the fulfilment of the Operational Condition Precedent.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is in all material respects true, complete and accurate and not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

OCP Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – OCP RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.9.
3. This is an OCP Response Notice in relation to the OCP Notice dated [●].
4. ***[We consider that you have [not] fulfilled the Operational Condition Precedent to which the OCP Notice relates.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether you have fulfilled the Operational Condition Precedent to which the OCP Notice relates. We require the following OCP Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of
the Waste ICC Contract Counterparty

Further OCP Response Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER OCP RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.10(C)(ii).
3. This is a Further OCP Response Notice in relation to the OCP Notice dated [●] and the OCP Response Notice dated [●].
4. Following our receipt of the OCP Supporting Information from you on [●], we consider that you have [**not**] fulfilled the Operational Condition Precedent.

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

OCP Non-Compliance Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – OCP NON-COMPLIANCE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.11.
3. This is an OCP Non-Compliance Notice.
4. The Affected Operational CP is: [●].
5. The Affected Operational CP *[[will not]/[is not reasonably likely to] be fulfilled by the Longstop Date as a result of [●].]/[, which we previously notified to you as fulfilled pursuant to Condition 3.7(B), is no longer fulfilled.]* The reasons for this are: [●].
6. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to the content of this notice.
7. We [have taken]/[are proposing to take] the following remedial action: [●].
8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Project Delay Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT –PROJECT DELAY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.15.
3. This is a Project Delay Notice.
4. We consider there is likely to be a delay to the **[design, development, construction, completion, testing and/or commissioning of the Installation]**. The reasons for this are: [●].
5. We [have taken]/[are proposing to take] the following remedial action: [●].
6. We **[enclose]/[set out] [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** the following:
 - (A) a revised Project timetable (by reference to the Target Commissioning Date, the Target Commissioning Window and the Longstop Date); and
 - (B) the estimated additional costs to the Project arising as a result of the delay to the Project.
7. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the delay of the **[design, development, construction, completion, testing and/or commissioning of the Installation]**.
8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Reporting Obligations Audit Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – REPORTING OBLIGATIONS AUDIT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.18.
3. This is a Reporting Obligations Audit Notice.
4. We *[intend]*/*[nominate [●]]* to exercise the Reporting Obligations Audit Right.
5. The date and time by which you must, in accordance with Condition 3.19, permit the exercise of the Reporting Obligations Audit Right is [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Start Date Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – START DATE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project the "**Agreement**". Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.22 and Condition 3.23.
3. This is a Start Date Notice.
4. We propose that the Start Date shall be: [●].
5. We [enclose]/[will deliver to you on the Start Date] a Directors' Certificate certifying that the matters provided for in Condition 3.26(C) are, as at the date of this notice [and on the proposed Start Date specified in this notice], true, complete and accurate in all material respects and are not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

TCDE Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – TCDE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.30.
3. This is a TCDE Notice.
4. The following T&S Commissioning Delay Event has occurred and is continuing: [●].
5. ***[We hereby request an extension of [the Longstop Date, the Milestone Delivery Date and/or the Target Commissioning Window] as a result of the T&S Commissioning Delay Event.]/[We hereby request T&S Connection Delay Compensation [and the TCDE Relief Amount(s)] as a result of the T&S Commissioning Delay Event.]***
6. ***[We include our estimate of the total number of Settlement Units during which the T&S Commissioning Delay Event will occur and in respect of which we are requesting the TCDE Relief Amount(s) to apply: [●].]***
7. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence:
 - (A) the T&S Commissioning Delay Event[;]
 - (B) ***[that all Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled or waived; and***
 - (C) ***that we have fully completed the Emitter T&S Connection Works].***
8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Emitter**

TCDE Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – TCDE RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.32.
3. This is a TCDE Response Notice in relation to the TCDE Notice dated [●].
4. *[We consider that a T&S Commissioning Delay Event as specified in the TCDE Notice has [not] occurred and was [not] continuing as at the date of the TCDE Notice.]/[We consider that all Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have [not] been fulfilled or waived.]/[We consider that you have [not] fully completed the Emitter T&S Connection Works.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether a T&S Commissioning Delay Event has occurred and is continuing as at the date of the TCDE Response Notice[, whether all Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have been fulfilled or waived and/or whether you have fully completed the Emitter T&S Connection Works]. We require the following Supporting Information: [●].]*

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further TCDE Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER TCDE RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.33(C)(ii).
3. This is a Further TCDE Response Notice in relation to the TCDE Notice dated [●] and the TCDE Response Notice dated [●].
4. Following our receipt of the TCDE Supporting Information from you on [●], we consider that a T&S Commissioning Delay Event has [not] occurred and was [not] continuing as at the date of the TCDE Notice ***[and all of the Operational Conditions Precedent, other than the T&S Connection Confirmation CP, have [not] been fulfilled or waived by the Waste ICC Contract Counterparty and you have [not] completed the Emitter T&S Connection Works]***.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

T&S Connection Delay Compensation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – T&S CONNECTION DELAY COMPENSATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.41.
3. This is a T&S Connection Delay Compensation Notice.
4. Our good faith estimate of the T&S Connection Delay Compensation is [●].
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to enable you to calculate the T&S Connection Delay Compensation.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter T&S Connection Delay Compensation Notice Information Request

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

**WASTE ICC CONTRACT – EMITTER T&S CONNECTION DELAY COMPENSATION NOTICE
INFORMATION REQUEST**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.43.
3. This is an Emitter T&S Connection Delay Compensation Notice Information Request.
4. We require the following Supporting Information in relation to the T&S Connection Delay Compensation Notice dated [●]: [●].

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

T&S Connection Delay Compensation Payment Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – T&S CONNECTION DELAY COMPENSATION PAYMENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.45(B).
3. This is a T&S Connection Delay Compensation Payment Notice.
4. The amount of T&S Connection Delay Compensation is [●].
5. The T&S Connection Delay Relief Compensatory Interest Amount is [●].
6. The principal inputs we have used to calculate the T&S Connection Delay Compensation are:
 - (A) [●]; and
 - (B) [●].
7. The T&S Connection Delay Compensation shall be effected as **[a lump sum payment/staged payments]**.
8. The TCDE Relief Amount is [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY T&S CONNECTION
 DELAY TRUE-UP NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.49.
3. This is a Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice in relation to *[identify T&S Commissioning Delay Event]*.
4. We hereby require you to provide the T&S Connection Delay True-Up Information.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter T&S Connection Delay True-Up Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER T&S CONNECTION DELAY TRUE-UP RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.50.
3. This is an Emitter T&S Connection Delay True-Up Response Notice in relation to the Waste ICC Contract Counterparty T&S Connection Delay True-Up Notice dated [●].
4. We enclose the T&S Connection Delay True-Up Information.
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the information contained in or enclosed with this notice.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter T&S Connection Delay True-Up Response Notice Information Request

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

**WASTE ICC CONTRACT – EMITTER T&S CONNECTION DELAY TRUE-UP RESPONSE NOTICE
 INFORMATION REQUEST**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.53.
3. This is an Emitter T&S Connection Delay True-Up Response Notice Information Request.
4. We require the following Supporting Information in relation to the *[Emitter T&S Connection Delay True-Up Response Notice dated [●]]/[Revised Emitter T&S Connection Delay True-Up Response Information received from you on [●]]: [●]*.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter T&S Connection Delay True-Up Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER T&S CONNECTION DELAY TRUE-UP NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.55.
3. This is an Emitter T&S Connection Delay True-Up Notice in relation to *[identify T&S Commissioning Delay Event]*.
4. We confirm:
 - (A) the impact of the T&S Commissioning Delay Event is: [●];
 - (B) that *[we have not recovered (and are not entitled to recover) any amount pursuant to Condition 52.5 and Condition 52.7]/[we have recovered the amount of [●] pursuant to Condition 52.5 and Condition 52.7]*; and
 - (C) we have taken the following steps to mitigate the effects of the T&S Commissioning Delay Event: [●].
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter T&S Connection Delay True-Up Notice Information Request

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

**WASTE ICC CONTRACT – EMITTER T&S CONNECTION DELAY TRUE-UP NOTICE
 INFORMATION REQUEST**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.58.
3. This is an Emitter T&S Connection Delay True-Up Notice Information Request.
4. We require the following Supporting Information in relation to the *[Emitter T&S Connection Delay True-Up Notice dated [●]]/[Revised Emitter T&S Connection Delay True-Up Information received from you on [●]]: [●]*.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

T&S Network Availability Notice

To: [[●]] (the "Waste ICC Contract Counterparty")
 [Address]/ [●] (the "Emitter")
 [Unique reference number: [●]]

From: [[●]] (the "Emitter")
 [Unique reference number: [●] / [●]] (the "Waste ICC Contract Counterparty")
 [Address]]

Dated: [●]

WASTE ICC CONTRACT – T&S NETWORK AVAILABILITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the **[Emitter/Waste ICC Contract Counterparty]** and us as the **[Emitter/Waste ICC Contract Counterparty]** in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.64.
3. This is a T&S Network Availability Notice.
4. The T&S Network Availability Date is [●].
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to and supportive of the foregoing.
6. **[We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.]**

Yours faithfully,

.....
 For and on behalf of
 the **[Emitter/Waste ICC Contract Counterparty]**

T&S Network Availability Response Notice

To: **[●]** (the "Waste ICC Contract Counterparty")
[Address]/ [●] (the "Emitter")
[Unique reference number: [●]]

From: **[●]** (the "Emitter")
[Unique reference number: [●] / [●] (the "Waste ICC Contract Counterparty")
[Address]]

Dated: **[●]**

WASTE ICC CONTRACT – T&S NETWORK AVAILABILITY RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated **[●]** between you as the **[Emitter/Waste ICC Contract Counterparty]** and us as the **[Emitter/Waste ICC Contract Counterparty]** in relation to the **[●]** Project (the "Agreement"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.65.
3. This is a T&S Network Availability Response Notice.
4. ***[We consider that the T&S Network is [not] available to enable the Capture Plant to export captured CO₂ Rich Stream to the T&S Network to enable [us/you] to fulfil or procure the fulfilment of the T&S Connection Confirmation CP.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether the T&S Network is available to enable the Capture Plant to export captured CO₂ Rich Stream to the T&S Network to enable [us/you] to fulfil or procure the fulfilment of the T&S Connection Confirmation CP. We require the following Supporting Information: [●].]***
5. ***[We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.]***

Yours faithfully,

.....
 For and on behalf of
 the **[Emitter/Waste ICC Contract Counterparty]**

Further T&S Network Availability Response Notice

To: **[●]** (the "Waste ICC Contract Counterparty")
[Address]/ [●] (the "Emitter")
[Unique reference number: [●]]

From: **[●]** (the "Emitter")
[Unique reference number: [●] / [●] (the "Waste ICC Contract Counterparty")
[Address]]

Dated: **[●]**

WASTE ICC CONTRACT – FURTHER T&S NETWORK AVAILABILITY RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated **[●]** between you as the **[Emitter/Waste ICC Contract Counterparty]** and us as the **[Emitter/Waste ICC Contract Counterparty]** in relation to the **[●]** Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.66(C)(ii).
3. This is a Further T&S Network Availability Response Notice.
4. We consider that the T&S Network is **[not]** available to enable the Capture Plant to export captured CO₂ Rich Stream to the T&S Network to enable **[us/you]** to fulfil or procure the fulfilment of the T&S Connection Confirmation CP.
5. **[We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.]**

Yours faithfully,

.....
 For and on behalf of
 the **[Emitter/Waste ICC Contract Counterparty]**

CO₂ Capture Rate CS Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CO₂ CAPTURE RATE CS NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.79.
3. This is a CO₂ Capture Rate CS Notice.
4. We consider that the CO₂ Capture Rate Condition Subsequent has been fulfilled.
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the fulfilment of the CO₂ Capture Rate Condition Subsequent.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is in all material respects true, complete and accurate and not misleading.

Yours faithfully,

.....
For and on behalf of the
Emitter

CO₂ Capture Rate CS Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CO₂ CAPTURE RATE CS RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.80.
3. This is a CO₂ Capture Rate CS Response Notice in relation to the CO₂ Capture Rate CS Notice dated [●].
4. ***[We consider that you have [not] fulfilled the CO₂ Capture Rate Condition Subsequent]/[We consider that we have not been provided with sufficient Supporting Information to determine whether you have fulfilled the CO₂ Capture Rate Condition Subsequent. We require the following CO₂ Capture Rate CS Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further CO₂ Capture Rate CS Response Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER CO₂ CAPTURE RATE CS RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 3.81(C)(iii).
3. This is a Further CO₂ Capture Rate CS Response Notice in relation to the CO₂ Capture Rate CS Notice dated [●] and the CO₂ Capture Rate CS Response Notice dated [●].
4. Following our receipt of the CO₂ Capture Rate CS Supporting Information from you on [●], we consider that you have **[not]** fulfilled the CO₂ Capture Rate Condition Subsequent.
5. ***[We confirm the date on which the CO₂ Capture Rate Condition Subsequent was fulfilled was: [●]]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Milestone Requirement Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – MILESTONE REQUIREMENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 4.1.
3. This is a Milestone Requirement Notice.
4. *[We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] invoices, payment receipts and other Supporting Information with respect to the Project [which are listed in Appendix 1 to this notice] which we consider to be relevant to evidence expenditure by us and our direct shareholders of ten per cent. (10%) or more of the Total Project Pre-Commissioning Costs, being £[●].]/[We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] information as is specified, identified or listed as the Project Commitments and the following Supporting Information [which are listed in Appendix 1 to this notice] which we consider to be relevant to evidence compliance or fulfilment of the Project Commitments: [●].]*
5. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Milestone Assessment Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – MILESTONE ASSESSMENT RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 4.3.
3. This is a Milestone Assessment Response Notice in relation to the Milestone Requirement Notice dated [●].
4. ***[We consider that you have [not] complied with and fulfilled a Milestone Requirement [and the Milestone Satisfaction Date is [●]].]/[We consider that we have not been provided with sufficient Supporting Information to determine whether you have complied with and fulfilled a Milestone Requirement. We require the following Requested Milestone Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further Milestone Assessment Response Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER MILESTONE ASSESSMENT RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 4.4(C)(ii).
3. This is a Further Milestone Assessment Response Notice in relation to the Milestone Requirement Notice dated [●] and the Milestone Assessment Response Notice dated [●].
4. Following our receipt of the Requested Milestone Supporting Information from you on [●], we consider that you have [not] complied with and fulfilled a Milestone Requirement [and the Milestone Satisfaction Date is [●]].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Milestone Delay Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – MILESTONE DELAY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 4.8.
3. This is a Milestone Delay Notice.
4. We consider there is likely to be a delay to the fulfilment of the Milestone Requirement and the Milestone Requirement will not be met by the Milestone Delivery Date. The reasons for this are: [●].
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the delay of the Milestone Requirement.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Capture Outage Relief Event Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CAPTURE OUTAGE RELIEF EVENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 6.8.
3. This is a Capture Outage Relief Event Notice.
4. We consider that a Capture Outage Relief Event has occurred, the relevant details of which are: [●].
5. The Relief Event Settlement Unit[s] [is/are] [●].
6. The Relief Event Billing Period[s] [is/are] [●].
7. The Capture Outage Relief Event has had the following impact on the [Achieved CO₂ Capture Rate]/[Achieved CO₂ Storage Rate]/[Achieved CO₂ Utilisation Rate]/[Metered CO₂ Output to T&S]/[Metered CO₂ Output to CCU]: [●].
8. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] evidence relating to the Capture Outage Relief Event from the relevant T&S Operator.
9. We consider a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has [not] occurred on or before and is [not] continuing at the same time as the Capture Outage Relief Event.
10. [We consider the Capture Outage Reduction Factor is: [●].]
11. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to the foregoing.
12. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information evidencing, in reasonable detail, the steps that we [have taken]/[propose to take] to comply with Condition 52.3 and the Reasonable and Prudent Standard.
13. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.
14. [We enclose a report from our technical adviser in relation to the proposed Capture Outage Reduction Factor.]

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Capture Outage Relief Event Update Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CAPTURE OUTAGE RELIEF EVENT UPDATE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 6.10.
3. This is a Capture Outage Relief Event Update Notice.
4. We refer to the Capture Outage Relief Event Notice dated: [●].
5. We hereby notify you of the following updates to the Information provided in the Capture Outage Relief Event Notice dated [●]: [●].
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.
7. ***[We enclose a report from our technical adviser in relation to the proposed Capture Outage Reduction Factor.]***

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Capture Outage Relief Event Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CAPTURE OUTAGE RELIEF EVENT RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 6.10.
3. This is a Capture Outage Relief Event Response Notice in relation to the Capture Outage Relief Event Notice dated [●].
4. ***[We consider that the Capture Outage Relief Event as specified in the Capture Outage Relief Event Notice has [not] occurred]/[We consider that a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has [not] occurred on or before and is [not] continuing at the same time as the Capture Outage Relief Event]/[We [do not] agree with the Capture Outage Reduction Factor]/[We consider that we have not been provided with sufficient Supporting Information to determine whether a Capture Outage Relief Event has occurred, whether a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has occurred on or before and is continuing at the same time as the Capture Outage Relief Event and whether we agree with the proposed Capture Outage Reduction Factor. We require the following Capture Outage Relief Event Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further Capture Outage Relief Event Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER CAPTURE OUTAGE RELIEF EVENT RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 6.13(F)(ii).
3. This is a Further Capture Outage Relief Event Response Notice in relation to the. Capture Outage Relief Event Notice dated [●] and the Capture Outage Relief Event Response Notice dated [●].
4. Following our receipt of the Capture Outage Relief Event Supporting Information from you on [●], *[We consider that the Capture Outage Relief Event as specified in the Capture Outage Relief Event Notice has [not] occurred]/[We consider that a Capture Outage Event which has not occurred as a direct result of a Capture Outage Relief Event has [not] occurred on or before and is [not] continuing at the same time as the Capture Outage Relief Event]/[We [do not] agree with the proposed Capture Outage Reduction Factor]]*.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Opex Costs Early Reopener Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – OPEX COSTS EARLY REOPENER NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 8.17.
3. This is an Opex Costs Early Reopener Notice.
4. We consider that the following Eligible Opex Items should be adjusted: [●]
5. We estimate that the Opex Costs Early Reopener Adjustment in respect of each Eligible Opex Item is: [●].
6. We estimate that the Total Opex Costs Early Reopener Adjustment is: [●].
7. We consider that the Strike Price which should apply with effect from Opex Costs Early Reopener Adjustment Date is: [●].
8. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to and supportive of the foregoing.
9. We enclose:
 - (A) a Directors' Certificate;
 - (B) a report from our technical adviser; and
 - (C) a certificate from an independent Auditor,
 certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Opex Costs Early Reopener Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – OPEX COSTS EARLY REOPENER RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 8.19.
3. This is an Opex Costs Early Reopener Response Notice.
4. ***[We [do not] agree with your estimate of the Opex Costs Early Reopener Adjustment in respect of each Eligible Opex Item, the Total Opex Costs Early Reopener Adjustment and the Strike Price which should apply with effect from the Opex Costs Early Reopener Adjustment Date as specified in the Opex Costs Early Reopener Notice dated [●].][We consider that we have not been provided with sufficient Supporting Information to determine whether we agree with your estimate of the Opex Costs Early Reopener Adjustment in respect of each Eligible Opex Item, the Total Opex Costs Early Reopener Adjustment and the Strike Price which should apply with effect from the Opex Costs Early Reopener Adjustment Date. We require the following Opex Costs Early Reopener Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further Opex Costs Early Reopener Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER OPEX COSTS EARLY REOPENER RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 8.20(C)(ii).
3. This is a Further Opex Costs Early Reopener Response Notice.
4. ***[We [do not] agree with the Emitter's estimate of the Opex Costs Early Reopener Adjustment in respect of each Eligible Opex Item, the Total Opex Costs Early Reopener Adjustment and the Strike Price which should apply with effect from the Opex Costs Early Reopener Adjustment Date as specified in the Opex Costs Early Reopener Notice dated [●]]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Opex Costs Early Reopener Non-Compliance Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – OPEX COSTS EARLY REOPENER NON-COMPLIANCE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 8.22.
3. This is an Opex Costs Early Reopener Non-Compliance Notice.
4. You have failed to provide an Opex Costs Early Reopener Notice in accordance with Condition 8.17 of the Agreement.
5. We hereby notify you that if you fail to provide an Opex Costs Early Reopener Notice by [●] we have the right to suspend payment of any amounts payable to you under the Waste ICC Contract from such date.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Billing Statement Dispute Notice

To: [●]

From: [●]

Dated: [●]

WASTE ICC CONTRACT – BILLING STATEMENT DISPUTE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Waste ICC Contract Counterparty and [●] as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 13.7.
3. This is a Billing Statement Dispute Notice. The Billing Statement[s] to which the Dispute relates *[is]/[are]* [●].
4. *[Our]/[The Emitter's] [name]/[unique identifier]* is [●].
5. The *[name]/[unique identifier]* of the Installation is [●].
6. The Billing Statement items to which the Dispute relates are [●].
7. The amount in dispute is [●]. The apportionment of this amount in relation to the relevant Billing Statement items is [●].
8. *[We consider that the following Billing Statement dispute should be [consolidated with]/[joined to] this dispute: [●].]*
9. We consider the correct position is [●]. Our reasons for this are [●].
10. We intend to rely on the following Supporting Information, copies of which are enclosed: [●].
11. We enclose the following additional Information which we consider relevant in relation to the dispute: [●].

Yours faithfully,

.....
 For and on behalf of
 [●]

Measurement Breach Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – MEASUREMENT BREACH NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 21.3.
3. This is a Measurement Breach Notice.
4. We consider that you are in breach of the following Measurement Obligation: [●].
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the breach of the Measurement Obligation.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Measurement Breach Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – MEASUREMENT BREACH RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 21.4.
3. This is a Measurement Breach Response Notice in relation to the Measurement Breach Notice dated [●].
4. We **[do not]** accept that there has been a breach of the Measurement Obligation as specified in the Measurement Breach Notice.
5. **[We confirm that the date from which there has been a breach of the Measurement Obligation is: [●].]**
6. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to and supportive of the foregoing.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Measurement Equipment Schematic Obligation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – MEASUREMENT EQUIPMENT SCHEMATIC OBLIGATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 21.8(A).
3. This is a Measurement Equipment Schematic Obligation Notice.
4. We have identified a Material Change to the Installation Measurement Equipment: *[insert reasons for and details of the Material Change]*.
5. This Material Change occurred on *[insert date Material Change occurred]*.
6. *[We enclose an updated version of the relevant schematic diagram referred to in paragraph [3(E)],[4(B)] of Part B of Annex 1 (Conditions Precedent)].*
7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Measurement Equipment Inspection Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – MEASUREMENT EQUIPMENT INSPECTION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 21.13.
3. This is a Measurement Equipment Inspection Notice.
4. **[We]/[●] nominated by us in accordance with Condition 21.12]** intend(s) to exercise the Measurement Equipment Access Right.
5. The date by which you must, in accordance with Condition 21.14, permit the exercise of the Measurement Equipment Access Right, is [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Capture Rate Breach Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CAPTURE RATE BREACH NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 22.2.
3. This is a Capture Rate Breach Notice.
4. ***[We consider that you have breached the Minimum CO₂ Capture Rate Obligation for [three (3) consecutive Billing Periods]/[three (3) non-consecutive Billing Periods within six (6) consecutive Billing Periods].]***
5. ***[We consider that a Termination Threshold Capture Rate Breach has also occurred.]***
6. The Capture Rate Breach Deadline, being the date that we may serve a Capture Rate Breach Continuation Notice in accordance with Condition 22.16 is: [●].
7. ***[The Termination Threshold Capture Rate Breach Deadline, being the date that we may serve a Default Termination Notice in accordance with Condition 38.27 is: [●].]***
8. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of our conclusions.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Capture Rate Breach Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CAPTURE RATE BREACH RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 22.3.
3. This is a Capture Rate Breach Response Notice in relation to the Capture Rate Breach Notice dated [●].
4. ***[We intend to rectify the breach of the Minimum CO₂ Capture Rate Obligation [and the Termination Threshold Capture Rate Breach] by achieving the Minimum CO₂ Capture Rate for three (3) consecutive Billing Periods prior to the Capture Rate Breach Deadline.][We consider that we will not be able to achieve a Capture Rate Breach Rectification prior to the Capture Rate Breach Deadline. We consider that we will be able to achieve a Capture Rate Breach Rectification by [●]]***

Yours faithfully,

.....
For and on behalf of the
Emitter

Capture Rate Breach Rectification Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CAPTURE RATE BREACH RECTIFICATION REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 22.6.
3. This is a Capture Rate Breach Rectification Review Notice.
4. We consider that the draft Capture Rate Breach Rectification Plan submitted to us on [●] has **[not]** satisfied the Capture Rate Breach Rectification Plan Minimum Requirements [and the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements].
5. **[We approve the draft Capture Rate Breach Rectification Plan submitted to us on [●].]/[We consider that we have not been provided with sufficient Supporting Information in relation to the draft Capture Rate Breach Rectification Plan, in order to determine whether or not to approve such plan. We require the following Supporting Information: [●].]/[We require the following amendments to be made to the draft Capture Rate Breach Rectification Plan: [●]]/[We do not approve the draft Capture Rate Breach Rectification Plan for the following reasons: [●].]**

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Termination Threshold Capture Rate Breach Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – TERMINATION THRESHOLD CAPTURE RATE BREACH NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 22.8.
3. This is a Termination Threshold Capture Rate Breach Notice.
4. We consider that Termination Threshold Capture Rate Breach has occurred.
5. The Termination Threshold Capture Rate Breach Deadline, being the date that we may serve a Default Termination Notice in accordance with Condition 38.27 is: [●].
6. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of our conclusions.

Yours faithfully,

.....
 For and on behalf of
 the **Waste ICC Contract Counterparty**

Termination Threshold Capture Rate Breach Rectification Review Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

**WASTE ICC CONTRACT – TERMINATION THRESHOLD CAPTURE RATE BREACH
RECTIFICATION REVIEW NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 22.11.
3. This is a Termination Threshold Capture Rate Breach Rectification Review Notice.
4. We consider that the Updated Capture Rate Breach Rectification Plan submitted to us on [●] has [not] satisfied the Termination Threshold Capture Rate Breach Rectification Plan Minimum Requirements and the Updated Capture Rate Breach Rectification Plan Minimum Requirements.
5. *[We approve the Updated Capture Rate Breach Rectification Plan submitted to us on [●].]/[We consider that we have not been provided with sufficient Supporting Information in relation to the Updated Capture Rate Breach Rectification Plan, in order to determine whether or not to approve such plan. We require the following Supporting Information: [●].]/[We do not approve the Updated Capture Rate Breach Rectification Plan for the following reasons: [●].]*

Yours faithfully,

.....
For and on behalf of
the **Waste ICC Contract Counterparty**

Emitter Capture Rate Breach Rectification Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER CAPTURE RATE BREACH RECTIFICATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 22.14.
3. This is an Emitter Capture Rate Breach Rectification Notice.
4. We achieved a [Termination Threshold Capture Rate Breach Rectification]/[and]/[a Capture Rate Breach Rectification] on [●].
5. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence that the [Minimum CO₂ Capture Rate Obligation Breach]/[and]/[Termination Threshold Capture Rate Breach] has been rectified.

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Capture Rate Breach Continuation Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – CAPTURE RATE BREACH CONTINUATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 22.16.
3. This is a Capture Rate Breach Continuation Notice.
4. We consider that the following Capture Rate Breach Continuation Event is deemed to have occurred: [●].
5. We consider that the date on which the Capture Rate Breach Continuation Event is deemed to have occurred is [●].

Yours faithfully,

.....
 For and on behalf of
 the **Waste ICC Contract Counterparty**

Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY CO₂ MEASUREMENT
DATA BREACH NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 23.2.
3. This is a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice.
4. We consider that you are in breach of the following CO₂ Measurement Data Obligation: [●].
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the breach of the CO₂ Measurement Data Obligation.

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

CO₂ Measurement Data Breach Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CO₂ MEASUREMENT DATA BREACH RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 23.3.
3. This is a CO₂ Measurement Data Breach Response Notice.
4. ***[We [do not] accept that there has been a breach of the CO₂ Measurement Data Obligation as specified in the Waste ICC Contract Counterparty CO₂ Measurement Data Breach Notice dated [●]. We consider that it is [not] technically feasible to correct such breach(es).]***

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Emitter CO₂ Measurement Data Breach Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER CO₂ MEASUREMENT DATA BREACH NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 23.5.
3. This is an Emitter CO₂ Measurement Data Breach Notice.
4. We consider ourselves to be in breach of the following CO₂ Measurement Data Obligation [●]. We consider that it is [not] technically feasible to correct such breach(es).
5. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information which we consider to be relevant to evidence the breach of the CO₂ Measurement Data Obligation.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY CO₂ MEASUREMENT
 DATA BREACH RESPONSE NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 23.7.
3. This is a Waste ICC Contract Counterparty CO₂ Measurement Data Breach Response Notice.
4. ***[We agree that there has been a breach of the CO₂ Measurement Data Obligation specified in the Emitter CO₂ Measurement Data Breach Notice dated [●]. We consider that it is [not] technically feasible to correct such breach(es).] / [We consider that there has not been a breach of the CO₂ Measurement Data Obligation specified in the Emitter CO₂ Measurement Data Breach Notice dated [●].]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

T&S Planned Outage Start Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – T&S PLANNED OUTAGE START NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 24.1(A).
3. This is a T&S Planned Outage Start Notification.
4. The start time of [the]/[each] T&S Planned Outage [is]/[are]: [●]
5. The reason for [such]/[each] T&S Planned Outage being [●].
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

T&S Planned Outage End Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – T&S PLANNED OUTAGE END NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 24.1(B).
3. This is a T&S Planned Outage End Notification.
4. The end time of [the]/[each] T&S Planned Outage [was]/[were]: [●].
5. The total duration of [the]/[each] T&S Planned Outage [was]/[were]: [●]
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

T&S Revised Planned Outage Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – T&S REVISED PLANNED OUTAGE NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 24.1(D)(ii).
3. This is a T&S Revised Planned Outage Notification.
4. We hereby notify you of the following errors within the **[T&S Planned Outage Start Notification]/[T&S Planned Outage End Notification]** dated [●]: [●].
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 which we consider to be relevant to and supportive of the foregoing.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter Planned Outage Start Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER PLANNED OUTAGE START NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 24.2(A).
3. This is an Emitter Planned Outage Start Notification.
4. The start time of [the]/[each] Emitter Planned Outage [is]/[are]: [●]
5. The reason for [such]/[each] Emitter Planned Outage being [●].
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter Planned Outage End Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER PLANNED OUTAGE END NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 24.2(B).
3. This is an Emitter Planned Outage End Notification.
4. The end time of [the]/[each] T&S Planned Outage [was]/[were]: [●].
5. The total duration of [the]/[each] T&S Planned Outage [was]/[were]: [●]
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter Revised Planned Outage Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER REVISED PLANNED OUTAGE NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 24.2(D)(ii).
3. This is an Emitter Revised Planned Outage Notification.
4. We hereby notify you of the following errors within the **[Emitter Planned Outage Start Notification]/[Emitter Planned Outage End Notification]** dated [●]: [●].
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 which we consider to be relevant to and supportive of the foregoing.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Downstream CO₂ Venting Event Start Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – DOWNSTREAM CO₂ VENTING EVENT START NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 25.1(A).
3. This is a Downstream CO₂ Venting Event Start Notification.
4. The start time of [the]/[each] Downstream CO₂ Venting Event [is]/[are]: [●]
5. The reason for [such]/[each] Downstream CO₂ Venting Event being [●].
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Downstream CO₂ Venting Event End Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – DOWNSTREAM CO₂ VENTING EVENT END NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 25.1(B).
3. This is a Downstream CO₂ Venting Event End Notification.
4. The end time of [the]/[each] Downstream CO₂ Venting Event [was]/[were]: [●].
5. The total duration of [the]/[each] Downstream CO₂ Venting Event [was]/[were]: [●]
6. the CO₂ T&S Delivery Point Pipeline Data is: [●].
7. the Measured Downstream CO₂ Vented for each Settlement Unit (i) in which [the]/[each] Downstream CO₂ Venting Event commenced is: [●].
8. the Measured Downstream CO₂ Rich Stream Vented for each Settlement Unit (i) in which [the]/[each] Downstream CO₂ Venting Event commenced is: [●].
9. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Revised Downstream CO₂ Venting Event Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT –REVISED DOWNSTREAM CO₂ VENTING EVENT NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 25.1(D)(ii).
3. This is a Revised Downstream CO₂ Venting Event Notification.
4. We hereby notify you of the following errors within the **[Downstream CO₂ Venting Start Notification]/[Downstream CO₂ Venting Event End Notification]** dated [●]: [●].
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 which we consider to be relevant to and supportive of the foregoing.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Supply Chain Report Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – SUPPLY CHAIN REPORT RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 26.4.
3. ***[This is a Supply Chain Report Response Notice in relation to the Supply Chain Report dated [●].][We consider that you have failed to submit a Supply Chain Report by the Supply Chain Report Deadline.]***
4. ***[We consider that the Supply Chain Report does [not] comply with the requirements of Annex 8 (Form of Supply Chain Report).]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

CCU Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CCU NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 27.3.
3. This is a CCU Notice.
4. We hereby notify you that we intend to commence CO₂ Utilisation on [●].
5. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** the following:
 - (A) details of the Outlet CO₂ Metering Equipment that will be used to measure the Metered CO₂ Output to CCU and Metered CO₂ Rich Stream Output to CCU;
 - (B) details of the CO₂ Utilisation Metering Point(s) and the CO₂ Utilisation Analysis Point(s); and
 - (C) a revised version of the schematic diagram referred to in paragraph 3(E) of Part B (*Operational Conditions Precedent*) of Annex 1 (*Conditions Precedent*);
6. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information listed in Appendix 1 to this notice which we consider to be supportive of the foregoing.
7. We enclose written confirmation from the Waste ICC Contract Settlement Services Provider that:
 - (A) it has ***[not]*** received the Waste ICC Contract Settlement Required Information which is required from us prior to the commencement of CO₂ Utilisation; and
 - (B) we ***[do not]*** have in place the systems and processes which are necessary for the continued provision of the Waste ICC Contract Settlement Required Information in relation to CO₂ Utilisation.
8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this CCU Notice is in all material respects true, complete and accurate and not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CCU Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CCU RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 27.5.
3. This is a CCU Response Notice in relation to the CCU Notice dated [●].
4. [We consider that the CCU Notice dated [●] **[complies/does not comply]** with the requirements set out in Condition 27.3 and 27.4 (*Notification of CCU*) of the Agreement. [We **[do not]** approve the commencement of CO₂ Utilisation.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether the CCU Notice dated [●] complies with the requirements set out in Condition 27.3 and 27.4 (*Notification of CCU*) of the Agreement and to determine whether to approve the commencement of CO₂ Utilisation. We require the following Requested CCU Supporting Information: [●].]

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further CCU Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER CCU RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 27.6(C)(ii).
3. This is a Further CCU Response Notice in relation to the CCU Notice dated [●] and the CCU Response Notice dated [●].
4. Following receipt of the Requested CCU Supporting Information on [●], we [**do not**] approve the commencement of CO₂ Utilisation as specified in the CCU Notice dated [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Waste ICC Contract Counterparty QCiL Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY QCIL NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 29.1.
3. This is a Waste ICC Contract Counterparty QCiL Notice.
4. We **[enclose]/[set out]** the following reasonable details of the Qualifying Change in Law which we consider **[has been implemented, occurred or become effective]/[is shortly to be implemented, occur or become effective]/[: [●]]**.
5. The **[QCIL Effective Date]/[Expected QCIL Effective Date]** is [●].
6. We consider that the Change in Law **[constitutes]/[will constitute]** a Qualifying Change in Law for the following reasons: [●]. We consider the Qualifying Change in Law to be **[a Discriminatory]/[a Specific]/[an Other]** Change in Law.
7. **[We consider that the Notified Change in Law will give rise to or result in QCIL Operating [Costs]/[Savings].]**
8. **[We consider that the Notified Change in Law will give rise to or result in QCIL Capital [Costs]/[Savings].]**
9. **[We consider that the Notified Change in Law will give rise to or result in an Adjusted Capture Period. Our ACP Estimate is [●].]**
10. **[We consider that the Notified Change in Law will give rise to or result in a QCIL Construction Event.]**
11. **[We consider that the Notified Change in Law will give rise to or result in a QCIL Operations Cessation Event.]**

Yours faithfully,

.....
 For and on behalf of the
 Waste ICC Contract Counterparty

Emitter QCiL Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCIL RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 29.2.
3. This is an Emitter QCiL Response Notice in relation to the Waste ICC Contract Counterparty QCiL Notice dated [●].
4. *[We consider that the Notified Change in Law [constitutes]/[will constitute] a Qualifying Change in Law.]/[We do not consider that the Notified Change in Law [constitutes]/[will constitute] a Qualifying Change in Law and enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of that conclusion.]*
5. *[We agree with the [QCIL Effective Date]/[Expected QCIL Effective Date] specified in the Waste ICC Contract Counterparty QCiL Notice.]/[We do not agree with the [QCIL Effective Date]/[Expected QCIL Effective Date] specified in the Waste ICC Contract Counterparty QCiL Notice and we consider the [QCIL Effective Date]/[Expected QCIL Effective Date] to be [●].]*
6. *[We consider that the Notified Change in Law will give rise to or result in QCiL Operating [Costs]/[Savings]. Our good faith estimate of the QCiL Operating [Costs]/[Savings] is [●]. Our good faith estimate as to the profile of the [incurrence of]/[making or receipt of] such QCiL Operating [Costs]/[Savings] are [●]. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]*
7. *[We consider that the Notified Change in Law will give rise to or result in QCiL Capital [Costs]/[Savings]. Our good faith estimate of the QCiL Capital [Costs]/ [Savings] is [●]. Our good faith estimate as to the profile of the [incurrence of]/[making or receipt of] such QCiL Capital [Costs]/[Savings] are [●]. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]*
8. *[We consider that the Notified Change in Law will give rise to or result in an Adjusted Capture Period. Our ACP Estimate is [●]. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and this estimate.]*

9. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Construction Event. Our good faith estimates of the QCiL Construction Event Costs and QCiL Construction Event Savings are [●] and [●] respectively. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***
10. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Operations Cessation Event. Our good faith estimates of the QCiL Operations Cessation Event Costs and QCiL Operations Cessation Event Savings are [●] and [●] respectively. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***
11. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with Condition 52.3 and the Reasonable and Prudent Standard.
12. We enclose a Directors' Certificate certifying the matters specified in Condition 29.4.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter QCiL Response Notice Information Request

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCIL RESPONSE NOTICE INFORMATION REQUEST

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 29.6.
3. This is an Emitter QCiL Response Notice Information Request.
4. We require the following Supporting Information in relation to the *[Emitter QCiL Response Notice dated [●]]/[Revised Emitter QCiL Response Information received from you on [●]]: [●]*.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter QCiL Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCIL NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 29.8.
3. This is an Emitter QCiL Notice.
4. We **[enclose]/[set out the following]** reasonable details of the Qualifying Change in Law which we consider **[has been implemented, occurred or become effective]/[is shortly to be implemented, occur or become effective]/[: [●]]**.
5. The **[QCIL Effective Date]/[Expected QCIL Effective Date]** is [●].
6. We consider that the Notified Change in Law **[constitutes]/[will constitute]** a Qualifying Change in Law for the following reasons: [●]. We consider the Qualifying Change in Law to be **[a Discriminatory]/[a Specific]/[an Other]** Change in Law. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of that conclusion.
7. **[We consider that the Notified Change in Law will give rise to or result in QCiL Operating [Costs]/[Savings]. Our good faith estimate of the QCiL Operating [Costs]/[Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such QCiL Operating [Costs]/[Savings] are [●]. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]**
8. **[We consider that the Notified Change in Law will give rise to or result in QCiL Capital [Costs]/[Savings]. Our good faith estimate of the QCiL Capital [Costs]/[Savings] is [●]. Our good faith estimates as to the profile of the [incurrence of]/[making or receipt of] such QCiL Capital [Costs]/[Savings] are [●]. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]**
9. **[We consider that the Notified Change in Law will give rise to or result in an Adjusted Capture Period. Our ACP Estimate is [●]. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and this estimate.]**

10. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Construction Event. Our good faith estimates of the QCiL Construction Event Costs and QCiL Construction Event Savings are [●] and [●] respectively. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***
11. ***[We consider that the Notified Change in Law will give rise to or result in a QCiL Operations Cessation Event. Our good faith estimates of the QCiL Operations Cessation Event Costs and QCiL Operations Cessation Event Savings are [●] and [●] respectively. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of this conclusion and these estimates.]***
12. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with Condition 52.3 and the Reasonable and Prudent Standard.
13. We enclose a Directors' Certificate certifying the matters specified in Condition 29.9.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter QCiL Notice Information Request

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCIL NOTICE INFORMATION REQUEST

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 29.11.
3. This is an Emitter QCiL Notice Information Request.
4. We require the following Supporting Information in relation to the *[Emitter QCiL Notice dated [●]]/[Revised Emitter QCiL Information received from you on [●]]: [●]*.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Waste ICC Contract Counterparty QCiL True-Up Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY QCiL TRUE-UP NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 32.1.
3. This is a Waste ICC Contract Counterparty QCiL True-Up Notice in relation to *[identify relevant Qualifying Change in Law]*.
4. We hereby require you to confirm the QCiL True-Up Information.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter QCiL True-Up Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCIL TRUE-UP RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 32.3.
3. This is an Emitter QCiL True-Up Response Notice in relation to the Waste ICC Contract Counterparty QCiL True-Up Notice dated [●].
4. We enclose the QCiL True-Up Information.
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the information contained in or enclosed with this notice.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter QCiL True-Up Response Notice Information Request

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCiL TRUE-UP RESPONSE NOTICE INFORMATION REQUEST

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 32.6.
3. This is an Emitter QCiL True-Up Response Notice Information Request.
4. We require the following Supporting Information in relation to the ***[Emitter QCiL True-Up Response Notice dated [●]]/[Revised Emitter QCiL True-Up Response Information received from you on [●]]: [●]***.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter QCiL True-Up Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCIL TRUE-UP NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 32.8.
3. This is an Emitter QCiL True-Up Notice in relation to *[identify Qualifying Change in Law]*.
4. We enclose the QCiL True-Up Information.
5. We confirm that *[we have not recovered (and are not entitled to recover) any amount pursuant to Condition 52.5 and Condition 52.7]/[we have recovered the amount of [●] pursuant to Condition 52.5 and Condition 52.7]*.
6. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of our conclusions.
7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Emitter QCiL True-Up Notice Information Request

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – EMITTER QCIL TRUE-UP NOTICE INFORMATION REQUEST

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 32.11.
3. This is an Emitter QCiL True-Up Notice Information Request.
4. We require the following Supporting Information in relation to the *[Emitter QCiL True-Up Notice dated [●]]/[Revised Emitter QCiL True-Up Information received from you on [●]]: [●]*.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

QSE Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – QSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 33.1.
3. This is a QSE Notice.
4. We consider that a Qualifying Shutdown Event has occurred, the relevant details of which are: [●].
5. The Qualifying Shutdown Event occurred on [●].
6. Our good faith estimates of the QCiL Operations Cessation Event Costs and the QCiL Operations Cessation Event Savings are [●] and [●] respectively.
7. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information evidencing, in reasonable detail, the Qualifying Shutdown Event and the steps that the Emitter has taken and/or proposes to take to comply with Condition 52.3 and the Reasonable and Prudent Standard.
8. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CiAL Request Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CIAL REQUEST NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 35.2.
3. This is a CiAL Request Notice.
4. We consider that a Change in Applicable Law *[has been implemented, occurred or become effective]/[is expected to be implemented, occur or become effective]* for the following reasons: [●].
5. The date on which the Change in Applicable Law *[was implemented, occurred or became effective was]/[is expected to be implemented, occur or become effective is]* [●].
6. We consider that the Change in Applicable Law *[results]/[will result]* in one (1) or more of the Required CiAL Amendment Objectives ceasing to be met for the following reasons: [●].
7. *[We consider that the Required CiAL Amendment(s) are [●].]*
8. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CiAL Request Validity Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – CIAL REQUEST VALIDITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 35.5.
3. This is a CiAL Request Validity Notice.
4. The CiAL Request Criterion has been met.

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

CiAL Review Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – CIAL REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 35.6.
3. This is a CiAL Review Notice.
4. The following CiAL Review Trigger has occurred: [●].
5. The CiAL Review Response Deadline is: [●].

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

CiAL Review Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CIAL REVIEW RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 35.7.
3. This is a CiAL Review Response Notice in relation to the CiAL Review Notice dated [●].
4. We **[enclose]/[set out the following]** Supporting Information which we wish you to take account of in undertaking the CiAL Review: [●].
5. **[We consider that the Required CiAL Amendment(s) are [●].]**

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CiAL Review Outcome Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – CIAL REVIEW OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 35.9.
3. This is a CiAL Review Outcome Notice.
4. The outcome of the CiAL Review was as follows: [●].
5. *[The Required CiAL Amendments are as follows: [●].]*
6. *[The date from which the Required CiAL Amendments will take effect is: [●].]*

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

CiAL Dispute Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CIAL DISPUTE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 36.1.
3. This is a CiAL Dispute Notice.
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The [Condition]/[paragraph] [to which the Dispute relates]/[pursuant to which the Dispute arises] is [●].
7. We consider the correct position is [●]. Our reasons for this are [●].
8. *[We consider the following [claim[s]]/[dispute[s]] arising out of another CCUS Programme ICC Contracts should be consolidated with or joined to the Dispute: [●].]*
9. *[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]*
10. The [relief]/[determination]/[remedy]/[recourse] that we seek in relation to the Dispute is [●].
11. We **[do not]** consider the Dispute should (without a Senior Representatives Settlement being reached) be referred for **[determination in accordance with the Expert Determination Procedure]/[resolution in accordance with the Arbitration Procedure]**.
12. Our Senior Representative is [●].

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CiAL Dispute Validity Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CIAL DISPUTE VALIDITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 36.3.
3. This is a CiAL Dispute Validity Notice in relation to the CiAL Dispute Notice dated [●].
4. The CiAL Dispute Threshold Criterion has been met.
5. The subject matter of the Dispute is [●].
6. The issues to be resolved are [●].
7. The relevant Condition to which the Dispute relates is [●].
8. We consider that the correct position is [●]. Our reasons for this are [●].
9. ***[We consider that the following dispute or claim relating to or arising out of another CCUS Programme ICC Contract should be [consolidated with]/[joined to] this Dispute: [●].]***
10. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***
11. The ***[relief]/[determination]/[remedy]/[recourse]*** which we seek in relation to the Dispute is [●].
12. We propose that the Proposed CiAL Expert appointed be [●]. We propose that [s]he be appointed on the following terms: [●]. We believe that the Proposed CiAL Expert has the relevant expertise which qualifies the Proposed CiAL Expert to determine the relevant CiAL Dispute for the following reasons: [●].
13. We enclose an Expert Determination Notice in relation to the CiAL Dispute Notice.
14. We enclose a Consolidation Request in relation to the CiAL Dispute.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Pre-Start Date Termination Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – PRE-START DATE TERMINATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.1.
3. This is a Pre-Start Date Termination Notice.
4. The Pre-Start Date Termination Date is [●].
5. ***[The following Termination Event has occurred: [●].]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Prolonged FM Event Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – PROLONGED FM EVENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.5.
3. This is a Prolonged FM Event Notice.
4. The following Prolonged FM Event has occurred: [●].
5. The Prolonged FM Trigger Date is: [●]
6. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the Prolonged FM Event.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Prolonged FM Termination Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – PROLONGED FM TERMINATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.6
3. This is a Prolonged FM Termination Notice.
4. The Prolonged FM Termination Date is [●].
5. **[The following Prolonged FM Event has occurred: [●].]**

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

T&S Prolonged Unavailability Event Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – T&S PROLONGED UNAVAILABILITY EVENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.8.
3. This is a T&S Prolonged Unavailability Event Notice.
4. The following T&S Prolonged Unavailability Event has occurred: [●]
5. We hereby notify you that the Emitter T&S Prolonged Unavailability Response Deadline is: [●].
6. We hereby notify you that we may serve a T&S Prolonged Unavailability Termination Notice in accordance with Condition 38.22 on [●].
7. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the T&S Prolonged Unavailability Event.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

T&S Prolonged Unavailability Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – T&S PROLONGED UNAVAILABILITY RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.9.
3. This is a T&S Prolonged Unavailability Response Notice in relation to the T&S Prolonged Unavailability Event Notice dated [●].
4. ***[We consider that the T&S Prolonged Unavailability Event is no longer continuing. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.]***
5. ***[We consider that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.]***
6. ***[We intend to provide and implement an Alternative T&S Network Solution Plan.]***
7. ***[We consider that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and we cannot provide a feasible Alternative T&S Network Solution Plan for the following reasons: [●].]***
8. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information evidencing, in reasonable detail, the steps that we ***[have taken]/[and]/[propose to take]*** to comply with Condition 52.3 and the Reasonable and Prudent Standard.
9. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Emitter**

T&S Prolonged Unavailability Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – T&S PROLONGED UNAVAILABILITY REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.11.
3. This is T&S Prolonged Unavailability Review Notice.
4. *[We consider that you have [not] delivered evidence, in form and content satisfactory to the Waste ICC Contract Counterparty, that the T&S Prolonged Unavailability Event was no longer continuing as at the date of the T&S Prolonged Unavailability Response Notice.]*
5. *[We consider that we have not been provided with sufficient Supporting Information to determine (acting reasonably) whether the T&S Prolonged Unavailability Event was no longer continuing. We require the following Supporting Information: [●].]*
6. *[We consider that you have [not] delivered sufficient evidence, that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline.] / [We consider that you cannot provide a feasible Alternative T&S Network Solution Plan.]*
7. *[We consider that we have not been provided with sufficient Supporting Information to determine whether the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline and you cannot provide a feasible Alternative T&S Network Solution Plan. We require the following Supporting Information: [●].]*

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

T&S Prolonged Unavailability Further Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – T&S PROLONGED UNAVAILABILITY FURTHER RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.12(B)(ii).
3. This is a T&S Prolonged Unavailability Further Response Notice in relation to the T&S Prolonged Unavailability Event Notice dated [●] and the T&S Prolonged Unavailability Response Notice dated [●].
4. ***[We consider that the T&S Prolonged Unavailability Event is no longer continuing. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.]***
5. ***[We consider that the T&S Prolonged Unavailability Event will be remedied by the T&S Prolonged Unavailability Remediation Deadline. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.]***
6. ***[We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] a draft Alternative T&S Network Solution Plan which we intend to implement, together with Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.]***
7. ***[We consider that the T&S Prolonged Unavailability Event will not be remedied by the T&S Prolonged Unavailability Remediation Deadline and we cannot provide a feasible Alternative T&S Network Solution Plan for the following reasons: [●]. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information, in reasonable detail, which we consider to be relevant to and supportive of the foregoing.]***

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Alternative T&S Network Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – ALTERNATIVE T&S NETWORK REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.13(C).
3. This is an Alternative T&S Network Review Notice.
4. *[We approve the draft Alternative T&S Network Solution Plan submitted to us on [●].]/[We consider that we have not been provided with sufficient Supporting Information in relation to the draft Alternative T&S Network Solution Plan, in order to determine whether or not to approve such plan. We require the following Supporting Information: [●].]/[We require the following amendments to be made to the draft Alternative T&S Network Solution Plan: [●]]/[We do not approve the draft Alternative T&S Network Solution Plan for the following reasons: [●].]*

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter T&S Prolonged Unavailability Remediation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

**WASTE ICC CONTRACT – EMITTER T&S PROLONGED UNAVAILABILITY REMEDIATION
NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.18(B).
3. This is an Emitter T&S Prolonged Unavailability Remediation Notice.
4. We successfully completed the implementation of the Approved Alternative T&S Network Solution Plan on [●].
5. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence that the T&S Prolonged Unavailability Event has been remedied.

Yours faithfully,

.....
For and on behalf of
the **Emitter**

T&S Prolonged Unavailability Termination Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – T&S PROLONGED UNAVAILABILITY TERMINATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.22.
3. This is a T&S Prolonged Unavailability Termination Notice.
4. The T&S Prolonged Unavailability Termination Date is [●].
5. **[The following T&S Prolonged Unavailability Event has occurred: [●].]**

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

T&S Termination Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – T&S TERMINATION RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.23.
3. This is a T&S Termination Response Notice.
4. Our good faith estimate of the T&S Termination Payment is: [●].
5. The principal inputs used by us to calculate such T&S Termination Payment were: [●].
6. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* Supporting Information listed in Appendix 1 to this notice which we consider to be necessary to enable you to calculate the T&S Termination Payment.
7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is true, complete and accurate in all material respects and is not misleading.

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Default Termination Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – DEFAULT TERMINATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.27.
3. This is a Default Termination Notice.
4. The Default Termination Date is [●].
5. The following Termination Event has occurred: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

QCiL Termination Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – QCIL TERMINATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.29.
3. This is a QCiL Termination Notice.
4. The QCiL Termination Date is [●].

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

QCiL Compensation Termination Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – QCiL COMPENSATION TERMINATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 38.31.
3. This is a QCiL Compensation Termination Notice.
4. The QCiL Compensation Termination Date is [●].

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

T&S Termination Payment Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – T&S TERMINATION PAYMENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 39.3(B).
3. This is a T&S Termination Payment Notice.
4. The T&S Termination Payment is [●].
5. The principal inputs used by us to calculate such T&S Termination Payment were: [●].
6. The T&S Termination Payment shall be payable *[as a lump sum]/[as staged payments]*.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Default Termination Payment Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – DEFAULT TERMINATION PAYMENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 39.9(B).
3. This is a Default Termination Payment Notice.
4. The Default Termination Payment is [●].
5. The principal inputs used by us to calculate such Default Termination Payment were: [●].

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

Second Payment Failure Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – SECOND PAYMENT FAILURE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 42.1.
3. This is a Second Payment Failure Notice.
4. We hereby give you notice that two (2) Payment Failures have occurred in the past twelve (12) Month period, namely on [●] and [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Collateral Posting Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – COLLATERAL POSTING NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 42.2.
3. This is a Collateral Posting Notice.
4. We hereby give you notice that there have been Payment Failures on [●] occasions in the past twelve (12) Month period.
5. The Billing Periods to which the Payment Failures relate are: [●].
6. You are required to transfer or deliver, or procure the transfer or delivery, of Acceptable Collateral to us pursuant to Condition 43.
7. The Collateral Amount is [●].
8. The Collateral Posting Date is [●].
9. The Initial Collateral Repayment Date is [●].
10. The details of the Reserve Account are as follows: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Replacement Collateral Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – REPLACEMENT COLLATERAL NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 42.3.
3. This is a Replacement Collateral Notice.
4. We hereby give you notice that a Payment Failure occurred after the Collateral Posting Notice dated [●] and before the applicable Initial Collateral Repayment Date.
5. The Billing Periods to which the Payment Failures relate are: [●].
6. The Replacement Collateral Repayment Date shall be: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Letter of Credit Details Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – LETTER OF CREDIT DETAILS NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 43.3(B).
3. **[We have delivered to you a Letter of Credit today]/[We intend to [deliver]/[renew] a [replacement] Letter of Credit on [●]] and this is a Letter of Credit Details Notice.]**
4. We hereby notify you of the terms of such Letter of Credit:
 - (A) The Qualifying Issuer is: [●].
 - (B) The credit rating of the Qualifying Issuer is: [●].
 - (C) The relevant contact details for the Qualifying Issuer's **[representative]/ [relationship manager]** are: [●].
 - (D) The Letter of Credit is for an amount of: £[●].
 - (E) The term of the **[renewed]/[delivered]/[replacement] Letter of Credit is: [●].**

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Collateral Correction Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – COLLATERAL CORRECTION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 43.5.
3. This is a Collateral Correction Notice.
4. The following Posted Collateral *[is not]/[has ceased to be]* Acceptable Collateral: [●]. The reason that prevents such collateral from constituting Acceptable Collateral is: [●].
5. The Deficient Collateral Amount is [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Dispute Notice

To: [●]

From: [●]

Dated: [●]

WASTE ICC CONTRACT – DISPUTE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Waste ICC Contract Counterparty and [●] as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 44.3.
3. This is a Dispute Notice.
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The Condition to which the Dispute relates is [●].
7. We consider that the correct position is [●]. Our reasons for believing this is the correct position are [●].
8. ***[We consider that the following dispute or claim relating to or arising out of another CCUS Programme ICC Contract should be [consolidated with]/[joined to] this Dispute: [●].]***
9. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***
10. The ***[relief]/[determination]/[remedy]/[recourse]*** which we seek in relation to the Dispute is [●].
11. We ***[do not]*** consider the Dispute should (without a Senior Representatives Settlement being reached) be referred for ***[determination in accordance with the Expert Determination Procedure]/[resolution in accordance with the Arbitration Procedure]***.
12. Our Senior Representative is [●].

Yours faithfully,

.....
For and on behalf of

[●]

Expert Determination Notice

To: [●]

From: [●]

Dated: [●]

WASTE ICC CONTRACT – EXPERT DETERMINATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Waste ICC Contract Counterparty and [●] as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 46.1.
3. This is an Expert Determination Notice.
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The relevant Condition to which the Dispute relates is [●].
7. We consider that the correct position is [●]. Our reasons for this are [●].
8. ***[We consider that the following dispute or claim relating to or arising out of another CCUS Programme ICC Contract should be [consolidated with]/[joined to] this Dispute: [●].]***
9. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***
10. The ***[relief]/[determination]/[remedy]/[recourse]*** which we seek in relation to the Dispute is [●].
11. We propose that the Expert appointed be [●].
12. We propose that the proposed Expert be appointed on the basis of the following terms of reference: [●].
13. We believe that the proposed Expert has the relevant expertise which qualifies the proposed Expert to determine the relevant Expert Dispute for the following reasons: [●]

Yours faithfully,

.....
 For and on behalf of
 [●]

Expert Determination Response Notice

To: [●]

From: [●]

Dated: [●]

WASTE ICC CONTRACT – EXPERT DETERMINATION RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Waste ICC Contract Counterparty and [●] as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 46.3.
3. This is an Expert Determination Response Notice.
4. We ***[do not]*** accept the Expert proposed in the Expert Determination Notice dated [●]. ***[We propose [●] as an alternative Expert.]***
5. We ***[do not]*** accept the terms of reference proposed in the Expert Determination Notice dated [●]. ***[We propose the following alternative terms of reference: [●].]***

Yours faithfully,

.....
For and on behalf of
[●]

Consolidation Request

To: ***[All the parties to a Connected Dispute]***

From: ***[●]***

Dated: ***[●]***

WASTE ICC CONTRACT – CONSOLIDATION REQUEST

Dear Sir/Madam,

1. We refer to the agreement dated ***[●]*** between ***[●]*** as the Waste ICC Contract Counterparty and ***[●]*** as the Emitter in relation to the ***[●]*** Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 48.2.
3. This is a Consolidation Request.
4. The subject matter of the Dispute is ***[●]***.
5. We consider that the following dispute[s] ***[is]/[are]*** Connected Dispute[s]: ***[●]***.
6. Our reasons for considering that these disputes should be consolidated with the Connected Dispute[s] are ***[●]***.
7. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***
8. This notice ***[has been]/[will be]*** copied to the ***[Expert]/[Arbitrator(s)]*** determining the Connected Dispute[s] ***[at the same time this notice was given to the [addressees]]/[forthwith upon appointment of the [Expert]/[Arbitrator(s)]]***.

Yours faithfully,

.....
For and on behalf of
[●]

KYC Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – KYC NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to Condition 69.10 and 69.11.
3. *[We hereby notify you of a[n] [proposed]/[actual] change of our legal name. The details of our new legal name are as follows: [●].]*
4. *[We hereby notify you of a[n] [proposed]/[actual] Change of Ownership. The details of our new ownership structure that would apply following such Change of Ownership are as follows: [●].]*
5. *[We hereby notify you of a[n] [proposed]/[actual] change of Ultimate Investor. The details of the [incoming]/[outgoing] Ultimate Investor are as follows: [●].]*
6. *[We hereby notify you of a[n] [proposed]/[actual] change of appointment of a director. The details of the incoming director are as follows: [●].]*
7. *[We hereby notify you of a[n] [proposed]/[actual] change of our legal jurisdiction. The details of our new legal jurisdiction are as follows: [●].]*
8. *We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is in all material respects true, complete and accurate and not misleading*

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Performance Test Procedure Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – PERFORMANCE TEST PROCEDURE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.1 of Annex 2 (*Testing Requirements*).
3. This is a Performance Test Procedure Notice.
4. We enclose the draft Performance Test Procedure we propose to be adopted for the purposes of each Performance Test, and the Installation's pre-test uncertainty calculations for the instrumentation to be used for the performance test measurements (as detailed in ASME PTC 19.1 or ISO/IEC Guide 98-3) in each Performance Test.
5. The OCP Proposed Test Date Window is [●].
6. ***[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]***

Yours faithfully,

.....
For and on behalf
of the **Emitter**

PTP Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – PTP RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.2 of Annex 2 (*Testing Requirements*).
3. This is a PTP Response Notice.
4. ***[We [do not] approve the draft Performance Test Procedure.]/[We require additional Supporting Information in relation to the draft Performance Test Procedure in order for us to assess whether or not to approve such procedure.]/[We require the following amendments to the draft Performance Test Procedure: [●]].***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Scheduled OCP Performance Test Date Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – SCHEDULED OCP PERFORMANCE TEST DATE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.1 of Annex 2 (*Testing Requirements*).
3. This is a Scheduled OCP Performance Test Date Notice.
4. The Scheduled OCP Performance Test Date Window is [●].

Yours faithfully,

.....
For and on behalf
of the **Emitter**

OCP Performance Test Access Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – OCP PERFORMANCE TEST ACCESS NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.13 of Annex 2 (*Testing Requirements*).
3. This is an OCP Performance Test Access Notice.
4. **[We]/[or suitably qualified persons nominated by us in accordance with Condition 3.12]** intend(s) to exercise the OCP Performance Test Access Right.
5. The date(s) of the OCP Performance Test Access Right **[is]/[are]** [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Additional OCP Performance Test Date Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – ADDITIONAL OCP PERFORMANCE TEST DATE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.16 of Annex 2 (*Testing Requirements*).
3. This is an Additional OCP Performance Test Date Notice.
4. The anticipated date of the additional OCP Performance Test is [●].

Yours faithfully,

.....
For and on behalf of the
Emitter

Scheduled OCP Performance Test Date Window Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – SCHEDULED OCP PERFORMANCE TEST DATE WINDOW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.1 of Annex 2 (*Testing Requirements*).
3. This is a Scheduled OCP Performance Test Date Window Notice.
4. The anticipated window of ten (10) Business Days within which we propose to conduct the OCP Performance Test is [●].

Yours faithfully,

.....
For and on behalf
of the **Emitter**

OCP Performance Test Date Adjustment Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – OCP PERFORMANCE TEST DATE ADJUSTMENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.3 of Annex 2 (Testing Requirements).
3. This is an OCP Performance Test Date Adjustment Notice.
4. The Revised Notified OCP Performance Test Date within the Scheduled OCP Performance Test Date Window is [●].
5. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] the following Supporting Information evidencing the reasons for the change from the Initial Notified OCP Performance Test Date to the Revised Notified OCP Performance Test Date: [●].

Yours faithfully,

.....
For and on behalf
of **the Emitter**

Waste ICC Contract Counterparty CO₂ Capture Test Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY CO₂ CAPTURE TEST NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.1 of Annex 2 (*Testing Requirements*).
3. This is a Waste ICC Contract Counterparty CO₂ Capture Test Notice.
4. We request that you carry out a CO₂ Capture Test for the following reasons: [●]. The purpose of the CO₂ Capture Test is to verify the **[Achieved CO₂ Capture Rate]/[Metered CO₂ Rich Stream Output to T&S]**.
5. The date by which you must carry out a CO₂ Capture Test is [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter CO₂ Capture Test Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER COUNTERPARTY CO₂ CAPTURE TEST NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.2 of Annex 2 (*Testing Requirements*).
3. This is an Emitter CO₂ Capture Test Notice.
4. We intend to carry out a CO₂ Capture Test to verify the Achieved CO₂ Capture Rate for the purpose of evidencing compliance with the CO₂ Capture Rate Condition Subsequent.
5. The date on which we propose to carry out a CO₂ Capture Test is [●].

Yours faithfully,

.....
For and on behalf of the
Emitter

CO₂ Capture Test Access Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CO₂ CAPTURE TEST ACCESS NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.11 of Annex 2 (*Testing Requirements*).
3. This is a CO₂ Capture Test Access Notice.
4. **[We]/[or suitably qualified persons nominated by us in accordance with Condition 4.10]** intend(s) to exercise the CO₂ Capture Test Access Right.
5. The date(s) of the CO₂ Capture Test Access Right **[is]/[are]** [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Amendment Notification

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – AMENDMENT NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.1 of Annex 4 (*Change Control Procedure*).
3. This is an Amendment Notification.
4. The Proposed Amendment is [●].
5. The Proposed Amendment Effective Date is [●].
6. We consider the Proposed Amendment to be a **[Material Amendment]**/**[Technical Amendment]**.
7. **[We consider the Proposed Amendment to be a Technical Amendment and we [do not] consider the Proposed Amendment to be a General Amendment.]/[We consider the Proposed Amendment to be a General Amendment and we [do not] consider that it applies to all CCUS Programme ICC Contracts]/[consider that it applies only to those of [a specified category]/[specified categories], being [●]].]**
8. We enclose the following Supporting Information which we consider necessary to enable you to evaluate the Proposed Amendment: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Material Amendment Response Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – MATERIAL AMENDMENT RESPONSE NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.2(B) of Annex 4 (*Change Control Procedure*).
3. This is a Material Amendment Response Notification.
4. We **[do not]** accept the Proposed Amendment proposed in the Amendment Notification dated [●]. **[We propose [●] as an alternative amendment.]**
5. **[We note that the Amendment Notification has not addressed the following consequential matters: [●].]**
6. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider necessary to enable you to evaluate the matters covered in this Material Amendment Response Notification.
7. We **[do not]** accept the Proposed Amendment Effective Date proposed in the Amendment Notification dated [●]. **[We propose [●] as an alternative effective date.]**

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Technical Amendment Response Notification

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – TECHNICAL AMENDMENT RESPONSE NOTIFICATION

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.6(B)(ii) of Annex 4 (*Change Control Procedure*).
3. This is a Technical Amendment Response Notification.
4. We **[do not]** accept the classification of the Proposed Amendment as a Technical Amendment. **[Our reasons for this are: [●].]**
5. We **[do not]** accept the Proposed Amendment proposed in the Amendment Notification dated [●]. **[We propose [●] as an alternative amendment.]**
6. **[We note that the Amendment Notification has not addressed the following consequential matters: [●].]**
7. We **[do not]** accept the Proposed Amendment Effective Date proposed in the Amendment Notification dated [●]. **[We propose [●] as an alternative effective date.]**
8. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider necessary to enable you to evaluate the matters covered in this Technical Amendment Response Notification.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

UK ETS Alignment Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.8 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Review Notice.
4. The following UK ETS Alignment Review Trigger has occurred: [●].
5. The above UK ETS Alignment Review Trigger will **[not]** result in a **[UK ETS Initial CRP Principles Review]/[and]/[UK ETS Conflict Change in Law]/[and]/[UK ETS Alternative MRV Event]**.
6. The **[UK ETS Initial CRP Principles Review]/[and]/[UK ETS Conflict Review]/[and]/[UK ETS Alternative MRV Review]** will be conducted **[concurrently]/[separately]**.
7. The UK ETS Alignment Review Response Deadline is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

UK ETS Alignment Review Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVIEW RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.9 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Review Response Notice in relation to the UK ETS Alignment Review Notice dated [●].
4. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* the following Supporting Information which we wish you to take account of in undertaking the UK ETS Alignment Review: [●].
5. *[We propose that the UK ETS Alignment Review Trigger should be addressed as follows: [●].]*

Yours faithfully,

.....
For and on behalf of
the **Emitter**

UK ETS Alignment Review Outcome Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVIEW OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.12 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Review Outcome Notice.
4. We *[enclose a]/[set out the following]* summary of the outcome of the UK ETS Alignment Review [: [●].] *[The UK ETS Alignment Review Proposals are as follows: [●].]*
5. *[We enclose a summary of the reasons for determining that it is not possible to effect any Initial CRP Mechanism Amendment (or combination of Initial CRP Mechanism Amendments) in a manner which complies with all of the Initial CRP Principles. We consider that the following Initial CRP Principles will be complied with by virtue of the Initial CRP Mechanism Amendments being effected: [●].]*
6. The UK ETS Alignment Review Implementation Date is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further UK ETS Conflict Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER UK ETS CONFLICT REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.3 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a Further UK ETS Conflict Review Notice.
4. The following UK ETS Conflict Change in Law remains: [●].
5. The Further UK ETS Conflict Review Response Deadline is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further UK ETS Conflict Review Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – FURTHER UK ETS CONFLICT REVIEW RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.4 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a Further UK ETS Conflict Review Response Notice in relation to the Further UK ETS Conflict Review Notice dated [●].
4. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** the following Supporting Information which we wish you to take account of in undertaking the Further UK ETS Conflict Review: [●].
5. ***[We propose that the UK ETS Conflict Change in Law should be addressed as follows: [●].]***

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Further UK ETS Conflict Review Outcome Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER UK ETS CONFLICT REVIEW OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.6 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a Further UK ETS Conflict Review Outcome Notice.
4. We **[enclose a]/[set out the following]** summary of the outcome of the Further UK ETS Conflict Review [●]. The Further UK ETS Conflict Review Proposals are as follows: [●].
5. The Further UK ETS Conflict Review Implementation Date is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

UK ETS Alignment Dispute Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT DISPUTE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Waste ICC Contract Counterparty and [●] as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.1 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Dispute Notice.
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The [Condition]/[paragraph] to which the Dispute relates is [●].
7. We consider the correct position is [●]. Our reasons for this are [●].
8. **[We consider the following [claim(s)]/[dispute(s)] arising out of another CCUS Programme Waste ICC Contracts should be [consolidated with]/[joined to] the Dispute: [●].]**
9. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
10. The [relief]/[determination]/[remedy]/[recourse] which we seek in relation to the Dispute is [●].
11. We **[do not]** consider that the Dispute should (without a Senior Representatives Settlement being reached) be referred for **[determination in accordance with the Expert Determination Procedure]/[resolution in accordance with the Arbitration Procedure]**.
12. Our Senior Representative is [●].

Yours faithfully,

.....
For and on behalf of the
Emitter

UK ETS Alignment Dispute Validity Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT DISPUTE VALIDITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Emitter and [●] as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.3 of Part A of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Dispute Validity Notice in relation to the UK ETS Alignment Dispute Notice dated [●].
4. The UK ETS Alignment Dispute Threshold Criterion has been met.
5. The subject matter of the Dispute is [●].
6. The issues to be resolved are [●].
7. The **[Condition]/[paragraph]** to which the Dispute relates is [●].
8. We consider that the correct position is [●]. Our reasons for this are [●].
9. **[We consider that the following dispute or claim relating to or arising out of another CCUS Programme Waste ICC Contract should be [consolidated with]/[joined to] this Dispute: [●].]**
10. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
11. The **[relief]/[determination]/[remedy]/[recourse]** which we seek in relation to the Dispute is [●].
12. We propose that the Proposed UK ETS Alignment Expert appointed be [●]. We propose that [s]he be appointed on the following terms: [●]. We believe that the Proposed UK ETS Alignment Expert has the relevant expertise which qualifies the Proposed UK ETS Alignment Expert to determine the relevant UK ETS Alignment Dispute for the following reasons: [●].
13. We enclose an Expert Determination Notice in relation to the UK ETS Alignment Dispute Notice.
14. We enclose a Consolidation Request in relation to the UK ETS Alignment Dispute.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

UK ETS Alignment Reversion Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVERSION REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.4 of Part C of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Reversion Review Notice.
4. The UK ETS Alignment Reversion Review Trigger has occurred.
5. The UK ETS Alignment Reversion Review Response Deadline is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

UK ETS Alignment Reversion Review Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVERSION REVIEW RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.5 of Part C of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Reversion Review Response Notice in relation to the UK ETS Alignment Reversion Review Notice dated [●].
4. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** the following Supporting Information which we wish you to take account of in undertaking the UK ETS Alignment Reversion Review: [●].

Yours faithfully,

.....
For and on behalf
of the **Emitter**

UK ETS Alignment Reversion Review Outcome Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVERSION REVIEW OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.7 of Part C of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Reversion Review Outcome Notice.
4. We **[enclose a]/[set out the following]** summary of the outcome of the UK ETS Alignment Reversion Review[: [●].] The UK ETS Alignment Reversion Review Proposals are as follows: [●].
5. The UK ETS Alignment Reversion Review Implementation Date is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

UK ETS Alignment Reversion Dispute Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVERSION DISPUTE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Waste ICC Contract Counterparty and [●] as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.1 of Part C of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Reversion Dispute Notice.
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The [Condition]/[paragraph] to which the Dispute relates is [●].
7. We consider the correct position is [●]. Our reasons for this are [●].
8. **[We consider the following [claim(s)]/[dispute(s)] arising out of another CCUS Programme Waste ICC Contracts should be [consolidated with]/[joined to] the Dispute: [●].]**
9. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
10. The [relief]/[determination]/[remedy]/[recourse] which we seek in relation to the Dispute is [●].
11. We **[do not]** consider that the Dispute should (without a Senior Representatives Settlement being reached) be referred for **[determination in accordance with the Expert Determination Procedure]/[resolution in accordance with the Arbitration Procedure]**.
12. Our Senior Representative is [●].

Yours faithfully,

.....
For and on behalf of the
Emitter

UK ETS Alignment Reversion Dispute Validity Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – UK ETS ALIGNMENT REVERSION DISPUTE VALIDITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Emitter and [●] as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.3 of Part C of Annex 6 (*UK ETS Alignment Review*).
3. This is a UK ETS Alignment Reversion Dispute Validity Notice in relation to the UK ETS Alignment Reversion Dispute Notice dated [●].
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The [Condition]/[paragraph] to which the Dispute relates is [●].
7. We consider that the correct position is [●]. Our reasons for this are [●].
8. **[We consider that the following dispute or claim relating to or arising out of another CCUS Programme Waste ICC Contract should be [consolidated with]/[joined to] this Dispute: [●].]**
9. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
10. The [relief]/[determination]/[remedy]/[recourse] which we seek in relation to the Dispute is [●].
11. We propose that the Proposed UK ETS Alignment Reversion Expert appointed be [●]. We propose that [s]he be appointed on the following terms: [●]. We believe that the Proposed UK ETS Alignment Reversion Expert has the relevant expertise which qualifies the Proposed UK ETS Alignment Reversion Expert to determine the relevant UK ETS Alignment Reversion Dispute for the following reasons: [●].
12. We enclose an Expert Determination Notice in relation to the UK ETS Alignment Reversion Dispute Notice.
13. We enclose a Consolidation Request in relation to the UK ETS Alignment Reversion Dispute.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

CRP Principles Request Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CRP PRINCIPLES REQUEST NOTICE

Dear Sir/Madam

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.2 of Part A of Annex 7 (*Carbon Reference Price Review*).
3. This is a CRP Principles Request Notice.
4. We believe the calculation of the Carbon Reference Price does not comply with the following CRP Principle[s]: [●].
5. ***[We propose that the non-compliance with the CRP Principle[s] should be addressed as follows: [●].]***
6. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to and supportive of the matters in paragraph[s] 4 *[and 5]* above.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CRP Principles Request Validity Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – CRP PRINCIPLES REQUEST VALIDITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.5 of Part A of Annex 7 (*Carbon Reference Price Review*).
3. This is a CRP Principles Request Validity Notice.
4. The CRP Principles Request Criterion has been met.

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

CRP Principles Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CRP PRINCIPLES REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.8 of Part A of Annex 7 (*Carbon Reference Price Review*).
3. This is a CRP Principles Review Notice.
4. The following CRP Principles Review Trigger has occurred: [●].
5. The CRP Principles Review Response Deadline is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

CRP Principles Review Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CRP PRINCIPLES REVIEW RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.9 of Part A of Annex 7 (*Carbon Reference Price Review*).
3. This is a CRP Principles Review Response Notice in relation to the CRP Principles Review Notice dated [●].
4. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** the following Supporting Information which we wish you to take account of in undertaking the CRP Principles Review: [●].
5. ***[We propose that the CRP Principles Review Trigger should be addressed as follows: [●].]***

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CRP Principles Review Outcome Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CRP PRINCIPLES REVIEW OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Emitter and [●] as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.12 of Part A of Annex 7 (*Carbon Reference Price Review*).
3. This is a CRP Principles Review Outcome Notice.
4. We ***[enclose a]/[set out the following]*** summary of the outcome of the CRP Principles Review[:[●]]. ***[The CRP Principles Review Proposals are as follows: [●].]***
5. ***[We enclose a summary of the reasons for determining that it is not possible to effect any CRP Mechanism Amendment (or combination of CRP Mechanism Amendments) in a manner which complies with all of the CRP Principles. We consider that the following CRP Principles will be complied with by virtue of the CRP Mechanism Amendments being effected: [●].]***
6. The CRP Principles Review Implementation Date is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

CRP Dispute Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CRP DISPUTE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Waste ICC Contract Counterparty and [●] as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.1 of Part A of Annex 7 (*Carbon Reference Price Review*).
3. This is a CRP Dispute Notice.
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The [Condition]/[paragraph] to which the Dispute relates is [●].
7. We consider the correct position is [●]. Our reasons for this are [●].
8. **[We consider the following [claim(s)]/[dispute(s)] arising out of another CCUS Programme ICC Contracts should be consolidated with or joined to the Dispute: [●].]**
9. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
10. The [relief]/[determination]/[remedy]/[recourse] which we seek in relation to the Dispute is [●].
11. We **[do not]** consider that the Dispute should (without a Senior Representatives Settlement being reached) be referred for **[determination in accordance with the Expert Determination Procedure]/[resolution in accordance with the Arbitration Procedure]**.
12. Our Senior Representative is [●].

Yours faithfully,

.....
For and on behalf
of the **Emitter**

CRP Dispute Validity Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CRP DISPUTE VALIDITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between [●] as the Emitter and [●] as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.3 of Part A of Annex 7 (*Carbon Reference Price Review*).
3. This is a CRP Dispute Validity Notice in relation to the CRP Dispute Notice dated [●].
4. The CRP Dispute Threshold Criterion has been met.
5. The subject matter of the Dispute is [●].
6. The issues to be resolved are [●].
7. The relevant Condition to which the Dispute relates is [●].
8. We consider that the correct position is [●]. Our reasons for this are [●].
9. **[We consider that the following dispute or claim relating to or arising out of another CCUS Programme ICC Contract should be [consolidated with]/[joined to] this Dispute: [●].]**
10. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
11. The **[relief]/[determination]/[remedy]/[recourse]** which we seek in relation to the Dispute is [●].
12. We propose that the Proposed CRP Expert appointed be [●]. We propose that [s]he be appointed on the following terms: [●]. We believe that the Proposed CRP Expert has the relevant expertise which qualifies the Proposed CRP Expert to determine the relevant CRP Dispute for the following reasons: [●].
13. We enclose an Expert Determination Notice in relation to the CRP Dispute Notice.
14. We enclose a Consolidation Request in relation to the CRP Dispute.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Pre-Capture Meter Proving Test Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – PRE-CAPTURE METER PROVING TEST NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.9 of Part C of Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*).
3. This is a Pre-Capture Meter Proving Test Notice.
4. We consider that the Pre-Capture Meter Measurement System has **[not]** passed the Pre-Capture Meter Proving Test.
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence that the Pre-Capture Meter Measurement System has **[not]** passed the Pre-Capture Meter Proving Test.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is in all material respects true, complete and accurate and not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Pre-Capture Meter Proving Test Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – PRE-CAPTURE METER PROVING TEST RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.11 of Part C of Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*).
3. This is a Pre-Capture Meter Proving Test Response Notice in relation to the Pre-Capture Meter Proving Test Notice dated [●] relating to paragraph 4.9 of Part C of Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) of the Agreement.
4. ***[We consider that you have [not] carried out the Pre-Capture Meter Proving Test in accordance with paragraph 4.8 of Part C of Annex 9 (Pre-Capture Meter Operational Framework and Technical Specification).]/[We [do not] agree that the Pre-Capture Meter Measurement System has [not] passed the Pre-Capture Meter Proving Test. You are therefore required to carry out a further Pre-Capture Meter Proving Test.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether the Pre-Capture Meter Proving Test has been carried out in accordance with paragraph 4.8 [and/or] whether the Pre-Capture Meter Measurement System has passed the Pre-Capture Meter Proving Test to which the Pre-Capture Meter Proving Test Notice relates. We require the following Pre-Capture Meter Proving Test Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of
the Waste ICC Contract Counterparty

Further Pre-Capture Meter Proving Test Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER PRE-CAPTURE METER PROVING TEST RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.12(C)(ii) of Part C of Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*).
3. This is a Further Pre-Capture Meter Proving Test Response Notice in relation to the Pre-Capture Meter Proving Test Notice dated [●] and the Pre-Capture Meter Proving Test Response Notice dated [●].
4. Following our receipt of the Pre-Capture Meter Proving Test Supporting Information from you on [●], we consider that the Pre-Capture Meter Proving Test has [**not**] been carried out in accordance with paragraph 4.8 of Part C of Annex 9 (*Pre-Capture Meter Operational Framework and Technical Specification*) and that the Pre-Capture Meter Measurement System has [**not**] passed the Pre-Capture Meter Proving Test.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Stack Meter Proving Test Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – STACK METER PROVING TEST NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.9 of Part C of Annex 10 (*Stack Meter Operational Framework and Technical Specification*).
3. This is a Stack Meter Proving Test Notice.
4. We consider that the Stack Meter Measurement System has **[not]** passed the Stack Meter Proving Test.
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence that the Stack Meter Measurement System has **[not]** passed the Stack Meter Proving Test.
6. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is in all material respects true, complete and accurate and not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Stack Meter Proving Test Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – STACK METER PROVING TEST RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.11 of Part C of Annex 10 (*Stack Meter Operational Framework and Technical Specification*).
3. This is a Stack Meter Proving Test Response Notice in relation to the Stack Meter Proving Test Notice dated [●] relating to paragraph 4.9 of Part C of Annex 10 (*Stack Meter Operational Framework and Technical Specification*) of the Agreement.
4. ***[We consider that you have [not] carried out the Stack Meter Proving Test in accordance with paragraph 4.8 of Part C of Annex 10 (Stack Meter Operational Framework and Technical Specification).]/[We [do not] agree that the Stack Meter Measurement System has [not] passed the Stack Meter Proving Test. You are therefore required to carry out a further Stack Meter Proving Test.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether the Stack Meter Proving Test has been carried out in accordance with paragraph 4.8 [and/or] whether the Stack Meter Measurement System has passed the Stack Meter Proving Test to which the Stack Meter Proving Test Notice relates. We require the following Stack Meter Proving Test Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of
the Waste ICC Contract Counterparty

Further Stack Meter Proving Test Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER STACK METER PROVING TEST RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.12(C)(ii) of Part C of Annex 10 (*Stack Meter Operational Framework and Technical Specification*).
3. This is a Further Stack Meter Proving Test Response Notice in relation to the Stack Meter Proving Test Notice dated [●] and the Stack Meter Proving Test Response Notice dated [●].
4. Following our receipt of the Stack Meter Proving Test Supporting Information from you on [●], we consider that the Stack Meter Proving Test has [**not**] been carried out in accordance with paragraph 4.8 of Part C of Annex 10 (*Stack Meter Operational Framework and Technical Specification*) and that the Stack Meter Measurement System has [**not**] passed the Stack Meter Proving Test.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Voluntary Scheme Review Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – VOLUNTARY SCHEME REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.3 of Part B of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is an Voluntary Scheme Review Notice.
4. The VSR Response Deadline is: [●].

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

VSR Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – VSR RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.4 of Part B of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is an VSR Response Notice in relation to the Voluntary Scheme Review Notice dated [●].
4. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* the following Supporting Information in reasonable detail, which we wish you to take account of in undertaking the Voluntary Scheme Review: [●].
5. ***[We propose that the Voluntary Scheme Review should be determined as follows: [●].]***

Yours faithfully,

.....
For and on behalf
of the **Emitter**

VSR Outcome Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – VSR OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.7 of Part B of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is an VSR Outcome Notice.
4. **[The Acceptable Voluntary Schemes are: [●]].**
5. **[The following additional conditions must be complied with by the Emitter in order to be permitted to participate in any Acceptable Voluntary Scheme(s):
[●].]**
6. **[The Fallback Price is [●]].**
7. The VSR Implementation Date is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

VSR Extension Condition Evidence Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – VSR EXTENSION CONDITION EVIDENCE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.8 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a VSR Extension Condition Evidence Notice in relation to the following VSR Implementation Date [●].
4. The following evidence must be provided by you in order for us to assess whether the GGR Credits Extension Condition Threshold has been met: [●].

Yours faithfully,

.....
 For and on behalf of the **Waste ICC**
Contract Counterparty

Acceptable Voluntary Schemes Amendment Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – ACCEPTABLE VOLUNTARY SCHEMES AMENDMENT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.9 of Part B of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is an Acceptable Voluntary Schemes Amendment Notice in relation to the VSR Outcome Notice dated [●].
4. ***[The Additional Acceptable Voluntary Schemes are: [●].]***
5. ***[The following additional conditions must be complied with by the Emitter in order to continue to participate in any Acceptable Voluntary Scheme set out in the VSR Outcome Notice:***
[●].]
6. ***[The following additional conditions must be complied with by the Emitter in order to participate in any Additional Acceptable Voluntary Scheme(s):***
[●].]
7. ***[The following Voluntary Scheme(s) are to be removed from the list of Acceptable Voluntary Schemes such that the relevant Voluntary Scheme no longer constitutes an Acceptable Voluntary Scheme:***
[●].]
8. The date on which the amendments set out in paragraph[s] [4] to [7] (*inclusive*) above are to take effect is: [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Voluntary Scheme Participation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – VOLUNTARY SCHEME PARTICIPATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.1 of Part B of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Voluntary Scheme Participation Notice in relation to the [VSR Outcome Notice]/[Acceptable Voluntary Schemes Amendment Notice] dated [●].
4. We intend to participate in the following [Acceptable Voluntary Scheme(s)]/[Additional Acceptable Voluntary Scheme(s)]: [●].

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Voluntary Scheme Accreditation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – VOLUNTARY SCHEME ACCREDITATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.1 of Part B of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Voluntary Scheme Accreditation Notice in relation to the following Acceptable Voluntary Scheme[s]: [●].
4. The date on which we became [certified]/[accredited] in the Acceptable Voluntary Scheme[s] is: [●].
5. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information listed in Appendix 1 to this notice which is relevant to and supportive of the foregoing.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Compliance Scheme Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – COMPLIANCE SCHEME REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.5 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Compliance Scheme Review Notice.
4. The following CSR Trigger has occurred: [●].
5. The date on which the Compliance Scheme Review shall commence is: [●].
6. The CSR Response Deadline is: [●].

Yours faithfully,

.....

For and on behalf of the **Waste ICC**
Contract Counterparty

CSR Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – CSR RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.6 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a CSR Response Notice in relation to the Compliance Scheme Review Notice dated [●].
4. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* the following Supporting Information in reasonable detail, which we wish you to take account of in undertaking the Compliance Scheme Review: [●].
5. *[We propose that the CSR Trigger should be addressed as follows: [●].]*

Yours faithfully,

.....

For and on behalf of
the **Emitter**

CSR Outcome Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CSR OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.9 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a CSR Outcome Notice.
4. We **[enclose a]/[set out the following]** summary of the outcome of the Compliance Scheme Review (including the Fallback Price) is: [●].
5. **[We enclose a summary of the reasons for determining that it is not possible to effect a Fallback Price which complies with all of the Fallback Price Principles: [●]. The Fallback Price Principles which we consider will be complied with by virtue of the Fallback Price being effected are: [●].]**
6. The CSR Implementation Date is: [●].

Yours faithfully,

.....

For and on behalf of the **Waste ICC**
Contract Counterparty

CSR Extension Condition Evidence Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – CSR EXTENSION CONDITION EVIDENCE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.10 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a CSR Extension Condition Evidence Notice in relation to the following CSR Implementation Date [●].
4. The following evidence must be provided by you in order for us to assess whether the GGR Credits Extension Condition Threshold has been met: [●].

Yours faithfully,

.....

For and on behalf of the **Waste ICC**
Contract Counterparty

Compliance Scheme Participation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – COMPLIANCE SCHEME PARTICIPATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Compliance Scheme Participation Notice.
4. We intend to participate in the following Acceptable Compliance Scheme[s]: [●].

Yours faithfully,

.....

For and on behalf of
the **Emitter**

Compliance Scheme Accreditation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – COMPLIANCE SCHEME ACCREDITATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "Agreement"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.1 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Compliance Scheme Accreditation Notice in relation to the following Acceptable Compliance Scheme[s]: [●].
4. The date on which we became **[certified]/[accredited]** in the Acceptable Compliance Scheme[s] is: [●].
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which is relevant to and supportive of the foregoing.

Yours faithfully,

.....

For and on behalf of
the **Emitter**

Fallback Price Principles Request Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – FALLBACK PRICE PRINCIPLES REQUEST NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.2 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Fallback Price Principles Request Notice.
4. We believe the calculation of the Fallback Price does not comply with the following Fallback Price Principle[s]: [●].
5. ***[We propose that the non-compliance with the Fallback Price Principle[s] should be addressed as follows: [●].]***
6. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to and supportive of the matters in paragraph[s] 4 ***[and 5]*** above.

Yours faithfully,

.....

For and on behalf of
the **Emitter**

Fallback Price Review Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FALLBACK PRICE REVIEW NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.6(B) of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Fallback Price Review Notice.
4. The following Fallback Price Review Trigger has occurred: [●].
5. The date on which the Fallback Price Review shall commence is: [●].
6. The Fallback Price Review Response Deadline is: [●].

Yours faithfully,

.....

For and on behalf of the **Waste ICC**
Contract Counterparty

Fallback Price Review Response Notice

To: [●] (the "**Waste ICC Contract Counterparty**")
[Address]

From: [●] (the "**Emitter**")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – FALLBACK PRICE REVIEW RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.7 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Fallback Price Review Response Notice in relation to the Fallback Price Review Notice dated [●].
4. We enclose *[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]* the following Supporting Information which we wish you to take account of in undertaking the Fallback Price Review: [●].
5. *[We propose that the Fallback Price Review Trigger should be addressed as follows: [●].]*

Yours faithfully,

.....

For and on behalf of
the **Emitter**

Fallback Price Review Outcome Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FALLBACK PRICE REVIEW OUTCOME NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.10 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Fallback Price Review Outcome Notice.
4. We **[enclose a]/[set out the following]** summary of the outcome of the Fallback Price Review: [●].
5. We have determined that an alternative Fallback Price is **[not]** required based on the outcome of the Fallback Price Review.
6. **[The Fallback Price that shall be applicable from the Fallback Price Review Implementation Date is: [●].]**
7. **[The Fallback Price Review Implementation Date is: [●].]**

Yours faithfully,

.....

For and on behalf of the **Waste ICC**
Contract Counterparty

Fallback Price Dispute Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – FALLBACK PRICE DISPUTE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 5.3 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Fallback Price Dispute Notice.
4. The subject matter of the Dispute is [●].
5. The issues to be resolved are [●].
6. The relevant [Condition]/[paragraph] to which the Dispute relates is [●].
7. We consider the correct position is [●]. Our reasons for this are [●].
8. **[We consider the following [claim(s)]/[dispute(s)] arising out of another CCUS Programme ICC Contracts should be consolidated with or joined to the Dispute: [●].]**
9. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
10. The [relief]/[determination]/[remedy]/[recourse] which we seek in relation to the Dispute is [●].
11. We **[do not]** consider that the Dispute should (without a Senior Representatives Settlement being reached) be referred for **[determination in accordance with the Expert Determination Procedure]/[resolution in accordance with the Arbitration Procedure]**.
12. Our Senior Representative is [●].

Yours faithfully,

.....

For and on behalf of
the **Emitter**

Fallback Price Dispute Validity Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – FALLBACK PRICE DISPUTE VALIDITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 5.5 of Part C of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Fallback Price Dispute Validity Notice in relation to the Fallback Price Dispute Notice dated [●].
4. The Fallback Price Dispute Threshold Criterion has been met.
5. The subject matter of the Dispute is [●].
6. The issues to be resolved are [●].
7. The relevant **[Condition]/[paragraph]** to which the Dispute relates is [●].
8. We consider that the correct position is [●]. Our reasons for this are [●].
9. **[We consider that the following dispute or claim relating to or arising out of another CCUS Programme ICC Contract should be [consolidated with]/[joined to] this Dispute: [●].]**
10. **[We intend to rely on the following Supporting Information, copies of which we enclose: [●].]**
11. The **[relief]/[determination]/[remedy]/[recourse]** which we seek in relation to the Dispute is [●].
12. We propose that the Proposed Fallback Price Expert appointed be [●]. We propose that [s]he be appointed on the following terms: [●]. We believe that the Proposed Fallback Price Expert has the relevant expertise which qualifies the Proposed Fallback Price Expert to determine the relevant Fallback Price Dispute for the following reasons: [●].
13. We enclose an Expert Determination Notice in relation to the Fallback Price Dispute Notice.
14. We enclose a Consolidation Request in relation to the Fallback Price Dispute.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Voluntary GGR Confirmation

[Company Name]
[Unique reference number: [●]]
(the "Company")

WASTE ICC CONTRACT – VOLUNTARY GGR CONFIRMATION

To: **[●]** (the "Waste ICC Contract Counterparty")

I, **[●]**, being a Director of the Company, refer to the Waste ICC Contract entered into by the Company and the Waste ICC Contract Counterparty on **[●]** in relation to the **[●]** Project (the "**Agreement**"). Terms defined in or incorporated into the Agreement have the same meanings when used in this Certificate.

I hereby certify that we have complied with each Voluntary GGR Credit Restriction, GGO Instrument Restriction and GGR Credit Issuance Restriction.

I enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** a Voluntary GGR Credit Restriction Auditor's Report.

I hereby certify that, having made all due and careful enquiries, the information contained in and enclosed with this certificate is in all material respects true, complete and accurate and not misleading, in each case by reference to the facts and circumstances then existing.

This Certificate is governed by and construed in accordance with English law.

.....
Name: **[●]**
Position: Director
Dated: **[●]**

.....
Name: **[●]**
Position: Director
Dated: **[●]**

Compliance GGR Confirmation

[Company Name]
[Unique reference number: [●]]
 (the "Company")

WASTE ICC CONTRACT – COMPLIANCE GGR CONFIRMATION

To: **[●]** (the "Waste ICC Contract Counterparty")

I, **[●]**, being a Director of the Company, refer to the Waste ICC Contract entered into by the Company and the Waste ICC Contract Counterparty on **[●]** in relation to the **[●]** Project (the "**Agreement**"). Terms defined in or incorporated into the Agreement have the same meanings when used in this Certificate.

I hereby certify that we have complied with each Compliance GGR Credit Restriction, GGO Instrument Restriction and GGR Credit Issuance Restriction.

I enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** a Compliance GGR Credit Restriction Auditor's Report.

I hereby certify that, having made all due and careful enquiries, the information contained in and enclosed with this certificate is in all material respects true, complete and accurate and not misleading, in each case by reference to the facts and circumstances then existing.

This Certificate is governed by and construed in accordance with English law.

.....
 Name: **[●]**
 Position: Director
 Dated: **[●]**

.....
 Name: **[●]**
 Position: Director
 Dated: **[●]**

GGR Credit Revenue Auditor's Report Response Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – GGR CREDIT REVENUE AUDITOR'S REPORT RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.7 of Section 2 of Part F of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a GGR Credit Revenue Auditor's Report Response Notice in relation to the *[Voluntary GGR Credit Revenue Auditor's Report] [and]/[or] [Compliance GGR Credit Revenue Auditor's Report]* dated [●].
4. *[We [do not] accept the [Voluntary GGR Credit Revenue Auditor's Report] [and]/[or] [Compliance GGR Credit Revenue Auditor's Report], for the following reasons: [●]/[We consider that we have not been provided with sufficient Supporting Information to determine whether we accept the [Voluntary GGR Credit Revenue Auditor's Report] [and]/[or] [Compliance GGR Credit Revenue Auditor's Report]. We require the following GGR Credit Revenue Auditor's Report Supporting Information: [●].]*

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further GGR Credit Revenue Auditor's Report Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER GGR CREDIT REVENUE AUDITOR'S REPORT RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.8(C)(ii) of Section 2 of Part F of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Further GGR Credit Revenue Auditor's Report Response Notice in relation to the GGR Credit Revenue Auditor's Report Response Notice dated [●].
4. Following our receipt of the GGR Credit Revenue Auditor's Report Supporting Information from you on [●], **[we [do not] accept the Voluntary GGR Credit Revenue Auditor's Report [and]/[or] Compliance GGR Credit Revenue Auditor's Report.]**

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

GGR Credits Security Confirmation

[Company Name]
[Unique reference number: [●]]

(the "Company")

WASTE ICC CONTRACT – GGR CREDITS SECURITY CONFIRMATION

To: **[●]** (the "Waste ICC Contract Counterparty")

I, **[●]**, being a Director of the Company, refer to the Waste ICC Contract entered into by the Company and the Waste ICC Contract Counterparty on **[●]** in relation to the **[●]** Project (the "**Agreement**"). Terms defined in or incorporated into the Agreement have the same meanings when used in this Certificate.

I hereby certify that we have complied with each GGR Credits Security Restriction.

I enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** a GGR Credits Security Auditor's Report.

I hereby certify that, having made all due and careful enquiries, the information contained in and enclosed with this certificate is in all material respects true, complete and accurate and not misleading, in each case by reference to the facts and circumstances then existing.

This Certificate is governed by and construed in accordance with English law.

.....
Name: **[●]**
Position: Director
Dated: **[●]**

.....
Name: **[●]**
Position: Director
Dated: **[●]**

GGR Credits Security Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – GGR CREDITS SECURITY NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.6 of Section 3 of Part F of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a GGR Credits Security Notice.
4. We hereby notify you that the following floating charge[s] have been created: [●].
5. The date on which each floating charge was created is: [●].
6. We enclose [(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)] Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the floating charge[s].

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Greenhouse Gas Removal Audit Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – GREENHOUSE GAS REMOVAL AUDIT NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.2 of Section 4 of Part F of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Greenhouse Gas Removal Audit Notice.
4. We *[intend]/[nominate [●]]* to exercise the Greenhouse Gas Removal Audit Right.
5. The date by which you must, in accordance with paragraph 1.3 of Section 4 of Part F of Annex 12 (*Greenhouse Gas Removal Credits*), permit the exercise of the Greenhouse Gas Removal Audit Right is [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

GGR Non-Compliance Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – GGR NON-COMPLIANCE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.9 of Section 4 of Part F of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a GGR Non-Compliance Notice.
4. ***[You have failed to submit a Voluntary GGR Confirmation and a Voluntary GGR Credit Restriction Auditor's Report by the Annual GGR Reporting Deadline in accordance with paragraphs 1.1, 1.2 and 1.4 of Section 1.]***
5. ***[You have failed to submit a Compliance GGR Confirmation and a Compliance GGR Credit Restriction Auditor's Report by the Annual GGR Reporting Deadline in accordance with paragraphs 1.1, 1.2 and 1.4 of Section 1.]***
6. ***[You have failed to submit the Monthly Post-Restriction Voluntary GGR Data and a Director's Certificate by the Monthly Voluntary GGR Reporting Deadline in accordance with paragraphs 1.1 and 1.3 of Section 2.]***
7. ***[You have failed to submit the Monthly Post-Restriction Compliance GGR Data and a Director's Certificate by the Monthly Compliance GGR Reporting Deadline in accordance with paragraphs 1.2 and 1.3 of Section 2.]***
8. ***[You have failed to submit the Voluntary GGR Credit Revenue Auditor's Report by the relevant Annual GGR Reporting Deadline in accordance with paragraphs 1.4 and 1.5 of Section 2.]***
9. ***[You have failed to submit a Compliance GGR Credit Revenue Auditor's Report by the relevant Annual GGR Reporting Deadline in accordance with paragraphs 1.4 and 1.5 of Section 2.]***
10. ***[You have failed to provide additional Supporting Information in accordance with paragraph 1.3 of Section 1.]***
11. We hereby notify you that if you fail to provide ***[a Voluntary GGR Confirmation and a Voluntary GGR Credit Restriction Auditor's Report]/[a Compliance GGR Confirmation and a Compliance GGR Credit Restriction Auditor's Report]/[the Monthly Post-Restriction Voluntary GGR Data and a Director's Certificate]/[the Monthly Post-Restriction Compliance GGR Data and a Director's Certificate]/[a Voluntary GGR Credit Revenue Auditor's Report]/[a Compliance GGR Credit Revenue Auditor's Report]/[the Supporting Information]*** by [●] we have the right to suspend payment of any amounts payable to you under the Waste ICC Contract from such date.

Yours faithfully,

.....
For and on behalf of the
Waste ICC Contract Counterparty

Accumulated GGR Credits Amount Breach Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

WASTE ICC CONTRACT – ACCUMULATED GGR CREDITS AMOUNT BREACH NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.13 of Section 4 of Part F of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is an Accumulated GGR Credits Amount Breach Notice.
4. We consider that you are in breach of the Accumulated GGR Credits Amount Cap Obligation.
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 which we consider to be relevant to evidence the breach of the Accumulated GGR Credits Amount Cap Obligation.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Further Accumulated GGR Credit Collateral Posting Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER ACCUMULATED GGR CREDIT COLLATERAL POSTING NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.3 of Part G of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a Further Accumulated GGR Credit Collateral Posting Notice.
4. You are required to transfer or deliver, or procure the transfer or delivery, of GGR Acceptable Collateral to us pursuant to paragraph 1.3 of Part G of Annex 12 (*Greenhouse Gas Removal Credits*).
5. The amount of GGR Acceptable Collateral is [●].
6. The Further Accumulated GGR Credit Collateral Posting Date is [●].
7. **[The details of the GGR Reserve Account are as follows: [●].]**

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

GGR Letter of Credit Details Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – GGR LETTER OF CREDIT DETAILS NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.7(B) of Part G of Annex 12 (*Greenhouse Gas Removal Credits*).
3. **[We have delivered to you a Letter of Credit today]/[We intend to [deliver]/[renew] a [replacement] Letter of Credit on [●]] and this is a Letter of Credit Details Notice.**
4. We hereby notify you of the terms of such GGR Letter of Credit: [●].
5. The GGR Qualifying Issuer is: [●].
6. The credit rating of the GGR Qualifying Issuer is: [●].
7. The relevant contact details for the GGR Qualifying Issuer's [representative]/ [relationship manager] are: [●].
8. The GGR Letter of Credit is for an amount of: £[●].
9. The term of the **[renewed]/[delivered]/[replacement] GGR Letter of Credit is: [●].**

Yours faithfully,

.....

For and on behalf of
the **Emitter**

GGR Bond Details Notice

To: [●] (the "**Waste ICC Contract Counterparty**")
[Address]

From: [●] (the "**Emitter**")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – GGR BOND DETAILS NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.7(B) of Part G of Annex 12 (*Greenhouse Gas Removal Credits*).
3. The GGR Qualifying Bond Provider is: [●].
4. The credit rating of the GGR Qualifying Bond Provider is: [●].
5. The relevant contact details for the GGR Qualifying Bond Provider's [representative]/[relationship manager] are: [●].
6. The GGR Bond is for an amount of: £[●].
7. The term of the [renewed]/[delivered]/[replacement] **GGR Bond** is: [●].

Yours faithfully,

.....

For and on behalf of
the **Emitter**

GGR Collateral Correction Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – GGR COLLATERAL CORRECTION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.9 of Part G of Annex 12 (*Greenhouse Gas Removal Credits*).
3. This is a GGR Collateral Correction Notice.
4. ***[The following GGR Posted Collateral [is not]/[has ceased to be] GGR Acceptable Collateral: [●]. The reason that prevents such collateral from constituting GGR Acceptable Collateral is: [●].]***
5. ***[The Deficient GGR Collateral Amount is [●].]***

Yours faithfully,

.....

For and on behalf of the
Waste ICC Contract Counterparty

Waste ICC Contract Counterparty Biogenic LTSS Breach Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY BIOGENIC LTSS
 BREACH NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.2 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Waste ICC Contract Counterparty Biogenic LTSS Breach Notice.
4. We consider that you are in breach of the following Biogenic LTSS Obligation(s): [●].
5. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the breach of the Biogenic LTSS Obligation(s).

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter Biogenic LTSS Breach Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER BIOGENIC LTSS BREACH RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.3 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is an Emitter Biogenic LTSS Breach Response Notice in relation to the Waste ICC Contract Counterparty Biogenic LTSS Breach Notice dated [●].
4. We **[do not]** accept that there has been a breach of the Biogenic LTSS Obligation(s) as specified in the Waste ICC Contract Counterparty Biogenic LTSS Breach Notice dated [●].
5. **[We confirm that the date from which there has been a breach of the Biogenic LTSS Obligation(s) is: [●].]**
6. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to and supportive of the foregoing.

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Emitter Biogenic LTSS Breach Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER BIOGENIC LTSS BREACH NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.5 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is an Emitter Biogenic LTSS Breach Notice.
4. We consider ourselves to be in breach of the following Biogenic LTSS Obligation(s): [●].
5. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the breach of the Biogenic LTSS Obligation(s).

Yours faithfully,

.....
For and on behalf of
the Emitter

Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY BIOGENIC LTSS
 BREACH RESPONSE NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 1.7 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Waste ICC Contract Counterparty Biogenic LTSS Breach Response Notice in relation to the Emitter Biogenic LTSS Breach Notice dated [●].
4. ***[We agree that there has been a breach of the Biogenic LTSS Obligation(s) specified in the Emitter Biogenic LTSS Breach Notice dated [●].]/[We consider that there has not been a breach of the Biogenic LTSS Obligation(s) specified in the Emitter Biogenic LTSS Breach Notice dated [●].]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice

To: [●] (the "Emitter")
[Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
[Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY BIOGENIC LTSS DATA
BREACH NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.5 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice.
4. We consider that you are in breach of the following Biogenic LTSS Data Obligation(s): [●].
5. **[We [do not] consider the breach to constitute a Biogenic LTSS Information Failure.]**
6. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the breach of the Biogenic LTSS Data Obligation(s).

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter Biogenic LTSS Data Breach Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER BIOGENIC LTSS DATA BREACH RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "Agreement"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.6 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is an Emitter Biogenic LTSS Data Breach Response Notice in relation to the Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice dated [●].
4. We **[do not]** accept that there has been a breach of the Biogenic LTSS Data Obligation(s) as specified in the Waste ICC Contract Counterparty Biogenic LTSS Data Breach Notice dated [●]./[**We consider that it is [not] technically feasible to correct such breach(es).**]

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Emitter Biogenic LTSS Data Breach Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EMITTER BIOGENIC LTSS DATA BREACH NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "Agreement"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.8 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is an Emitter Biogenic LTSS Data Breach Notice.
4. We consider ourselves to be in breach of the following Biogenic LTSS Data Obligation(s):
[●].***[We consider that it is [not] technically feasible to correct such breach(es).]***
5. ***[We [do not] consider the breach to constitute a Biogenic LTSS Information Failure.]***
6. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the breach of the Biogenic LTSS Data Obligation(s).

Yours faithfully,

.....
For and on behalf of
the Emitter

Waste ICC Contract Counterparty Biogenic LTSS Data Breach Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY BIOGENIC LTSS DATA
 BREACH RESPONSE NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "Agreement"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 2.10 of Part A of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Waste ICC Contract Counterparty Biogenic LTSS Data Breach Response Notice in relation to the Emitter Biogenic LTSS Data Breach Notice dated [●].
4. ***[We agree that there has been a breach of the Biogenic LTSS Obligation(s) specified in the Emitter Biogenic LTSS Breach Notice dated [●]. We consider that there has not been a breach of the Biogenic LTSS Obligation(s) specified in the Emitter Biogenic LTSS Breach Notice dated [●].] [We consider that it is [not] technically feasible to correct such breach(es).]***

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Biogenic LTSS Access Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – BIOGENIC LTSS ACCESS NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.2 of Part A of Annex 13 (*Biogenic LTSS Requirements*);
3. This is a Biogenic LTSS Access Notice.
4. We [*intend*]/[*nominate* [●]] to exercise the Biogenic LTSS Access Right.
5. The date by which you must, in accordance with paragraph 3.3 of Part A of Annex 13 (*Biogenic LTSS Requirements*) permit the exercise of the Biogenic LTSS Access Right is [●].

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Early Recalculation Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – EARLY RECALCULATION NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 5.1 of Part C of Annex 13 (*Biogenic LTSS Requirements*).
3. This is an Early Recalculation Notice.
4. We consider that we will not be able to submit or procure the submission of the relevant Biogenic LTSS Report on or before the relevant Longstop FE Submission Deadline for the following reasons: [●].
5. The relevant Biogenic LTSS Report is: [●].
6. The relevant [Pre-Implementation Date Month]/[FE Calculation Month] is: [●].

Yours faithfully,

.....
For and on behalf of the
Emitter

Biogenic LTSS Proving Test Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

WASTE ICC CONTRACT – BIOGENIC LTSS PROVING TEST NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.9 of Part C of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Biogenic LTSS Proving Test Notice.
4. We consider that the Biogenic LTSS has **[not]** passed the Biogenic LTSS Proving Test.
5. We enclose a Biogenic LTSS Report which satisfies the requirements set out in paragraph 4.8 of Part D (*Biogenic LTSS – Technical Specification*).
6. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence that the Biogenic LTSS has **[not]** passed the Biogenic LTSS Proving Test.
7. We enclose a Directors' Certificate certifying that the information contained in, and enclosed with, this notice is in all material respects true, complete and accurate and not misleading.

Yours faithfully,

.....
For and on behalf
of the **Emitter**

Biogenic LTSS Proving Test Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – BIOGENIC LTSS PROVING TEST RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.11 of Part C of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Biogenic LTSS Proving Test Response Notice in relation to the Biogenic LTSS Proving Test Notice dated [●] relating to paragraph 4.9 of Part C of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*).
4. ***[We consider that you have [not] carried out the Biogenic LTSS Proving Test in accordance with paragraph [4.8] of Part C of Appendix 1 (Biogenic LTSS Operational Framework and Technical Specification) of Annex 13 (Biogenic LTSS Requirements).]/[We [do not] agree that the Biogenic LTSS has [not] passed the Biogenic LTSS Proving Test. You are therefore required to carry out a further Biogenic LTSS Proving Test.]/[We consider that we have not been provided with sufficient Supporting Information to determine whether the Biogenic LTSS Proving Test has been carried out in accordance with paragraph [4.8] [and/or] whether the Biogenic LTSS has passed the Biogenic LTSS Proving Test to which the Biogenic LTSS Proving Test Notice relates. We require the following Biogenic LTSS Proving Test Supporting Information: [●].]***

Yours faithfully,

.....
 For and on behalf of
 the **Waste ICC Contract Counterparty**

Further Biogenic LTSS Proving Test Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – FURTHER BIOGENIC LTSS PROVING TEST RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 4.12(C)(ii) of Part C of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Further Biogenic LTSS Proving Test Response Notice in relation to the Biogenic LTSS Proving Test Notice dated [●] and the Biogenic LTSS Proving Test Response Notice dated [●].
4. Following our receipt of the Biogenic LTSS Proving Test Supporting Information from you on [●], we consider that the Biogenic LTSS Proving Test has [**not**] been carried out in accordance with paragraph [4.8] of Part C of Appendix 1 (*Biogenic LTSS Operational Framework and Technical Specification*) of Annex 13 (*Biogenic LTSS Requirements*) and that the Biogenic LTSS has [**not**] passed the Biogenic LTSS Proving Test.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

**WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY BIOGENIC LTSS DATA
 OBLIGATION DEEMED BREACH NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.6 of Part D of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice.
4. We consider that the following Biogenic LTSS Data Obligation Deemed Breach(es) [has]/[have] occurred: [●].
5. We enclose ***[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]*** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the occurrence of the Biogenic LTSS Data Obligation Deemed Breach(es).

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty

Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

**WASTE ICC CONTRACT – EMITTER BIOGENIC LTSS DATA OBLIGATION DEEMED BREACH
RESPONSE NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Emitter and us as the Waste ICC Contract Counterparty in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.7 of Part D of Annex 13 (*Biogenic LTSS Requirements*).
3. This is an Emitter Biogenic LTSS Data Obligation Deemed Breach Response Notice in relation to the Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice dated [●].
4. We consider that it is **[not]** technically feasible to correct the Biogenic LTSS Data Obligation Deemed Breach(es) specified in the Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Notice.

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Emitter Biogenic LTSS Data Obligation Deemed Breach Notice

To: [●] (the "Waste ICC Contract Counterparty")
[Address]

From: [●] (the "Emitter")
[Unique reference number: [●]]

Dated: [●]

**WASTE ICC CONTRACT – EMITTER BIOGENIC LTSS DATA OBLIGATION DEEMED BREACH
NOTICE**

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.9 of Part D of Annex 13 (*Biogenic LTSS Requirements*).
3. This is an Emitter Biogenic LTSS Data Obligation Deemed Breach Notice.
4. We consider that the following Biogenic LTSS Data Obligation Deemed Breach(es) [has]/[have] occurred: [●].
5. We consider that it is **[not]** technically feasible to correct such breach(es).
6. We enclose **[(by way of upload(s) to the Waste ICC Contract Counterparty document transfer application on the dates set out in Appendix 1 to this notice)]** Supporting Information listed in Appendix 1 to this notice which we consider to be relevant to evidence the occurrence of the Biogenic LTSS Data Obligation Deemed Breach(es) and that it is **[not]** technically feasible to correct such breach(es).

Yours faithfully,

.....
For and on behalf of
the **Emitter**

Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Response Notice

To: [●] (the "Emitter")
 [Unique reference number: [●]]

From: [●] (the "Waste ICC Contract Counterparty")
 [Address]

Dated: [●]

WASTE ICC CONTRACT – WASTE ICC CONTRACT COUNTERPARTY BIOGENIC LTSS DATA OBLIGATION DEEMED BREACH RESPONSE NOTICE

Dear Sir/Madam,

1. We refer to the agreement dated [●] between you as the Waste ICC Contract Counterparty and us as the Emitter in relation to the [●] Project (the "**Agreement**"). Terms and expressions defined in or incorporated into the Agreement have the same meaning when used in this notice.
2. We further refer you to paragraph 3.11 of Part D of Annex 13 (*Biogenic LTSS Requirements*).
3. This is a Waste ICC Contract Counterparty Biogenic LTSS Data Obligation Deemed Breach Response Notice in relation to the Emitter Biogenic LTSS Data Obligation Deemed Breach Notice dated [●].
4. We consider that it is **[not]** technically feasible to correct the Biogenic LTSS Data Obligation Deemed Breach(es) specified in the Emitter Biogenic LTSS Data Obligation Deemed Breach Notice.

Yours faithfully,

.....
 For and on behalf of the
Waste ICC Contract Counterparty