

SCHEDULE 16 – RELEVANT DISCHARGE TERMS

- 1 The sums referred to in paragraph 2.1 below and the adjustment between the Parties of the rights and liabilities relating to the Assets referred to in paragraph 2.2 below shall be relevant discharge terms in relation to this Contract for the purposes of section 6 of the Act (the "**Relevant Discharge Terms**").
- 2 In the event of the making of a determination or order by a court on an application for judicial review or audit review (within the meaning of the Act), the result of which is that this Contract or the Direct Agreement cease to have effect or are otherwise unenforceable, then:
 - 2.1 the Councils shall pay to the Contractor the sum equivalent to the amount of compensation payable by the Councils to the Contractor pursuant to Clause 81 (Compensation on Councils Default) calculated as at the date of such determination or order;
 - 2.2 the Councils shall have the option to require the Contractor to transfer its right, title and interest in and to the Assets to the Councils or as directed by the Councils and to require the Contractor to provide all reasonable and necessary assistance with procuring the novation or assignment of the Sub-Contracts and the SRF Offtake Contract.
- 3 The Councils shall pay to the Contractor the sums referred to in paragraph 2.1 above within sixty (60) Days of the determination or order of the court referred to in paragraph 2 above in accordance with Clause 93 (Calculation and Payment of Early Termination Payments) as if such termination was as a result of Councils Default.
- 4 Any payment of compensation in accordance with paragraph 2.1 above shall be in full satisfaction of any claim of the Contractor in relation to the termination of this Contract and shall be the sole remedy of the Contractor against the Councils.