

27 January 2022

FLINTSHIRE COUNTY COUNCIL
(as Landlord)

and

DEESIDE POWER (UK) LIMITED
(as Tenant)

DEED OF VARIATION

relating to

Land south of Weighbridge Road, Deeside

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
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VARIED FORM OF LEASE	

HM Land Registry

Landlord's title number: CYM316625

Administrative area: Flintshire

Tenant's title number: CYM133515

Administrative area: Flintshire

This deed is dated **27 January 2022**

PARTIES

- (1) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire CH7 6NB (the "**Landlord**"); and
- (2) **DEESIDE POWER (UK) LIMITED** incorporated and registered in England and Wales with company number 08887001 whose registered office is at Saltend Power Station, Saltend Chemicals Park, Hedon Road, Hull, East Riding Of Yorkshire, England, HU12 8GA (the "**Tenant**").

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed.
- (C) The Landlord is entitled to the immediate reversion to the Lease.
- (D) The residue of the term granted by the Lease is vested in the Tenant.
- (E) The Lease is subject to the AGI Lease.

Agreed Terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"AGI Lease": a lease of part of the Property for an above ground installation dated 3 April 2007 and made between (1) Deeside Power Development Company Limited and (2) National Grid Gas PLC.

"Lease": a lease of the Property dated 13 May 2002 and made between (1) The County Council of Flintshire and (2) Deeside Power Development Company Limited.

"Value Added Tax": value added tax or any equivalent tax chargeable in the UK.

- 1.2 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the Tenant include a reference to its respective successors in title and assigns.
- 1.3 A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.

- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to the “demised Property” is to the whole and any part of it.
- 1.9 Except where a contrary intention appears, references to clauses and Schedules are to the Clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.11 Except to the extent that they are inconsistent with the definitions and interpretations in Clause 1 of this deed, the definitions and interpretations in clause 1 of the Lease shall apply to this deed.

2. VARIATIONS TO THE LEASE

- 2.1 The Landlord and the Tenant agree that the terms of the Lease shall be varied by replacing the text of the Lease with the text of the form of the lease set out in Schedule 1 (the “**Varied Lease**”).
- 2.2 From and including the date of this deed, the Lease shall be read and construed as varied by the provisions of this deed subject to the variations set out in this clause 2.
- 2.3 The Landlord and the Tenant confirm that the provisions of the Lease (save as varied by this deed) shall continue in full force and effect.
- 2.4 For the avoidance of doubt it is confirmed by the parties that neither the term of the Lease nor the extent of the demised Property is varied by this deed.
- 2.5 For the duration of the AGI Lease the provisions of clauses 5.17.9 and 5.17.10 shall not apply in relation to the AGI Lease so far as they are inconsistent with the terms of the AGI Lease at the date of this deed.

3. REGISTRATION OF THIS DEED

3.1 Application for registration

Promptly following the completion of this deed, the Tenant shall at its own cost apply to register this deed at HM Land Registry against the Tenant’s registered title number CYM133515 and the Landlord’s registered title number CYM316625.

3.2 Requisitions

The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.

3.3 Official copies

Within one month after completion of the registration, the Tenant shall send to the Landlord official copies of the respective registered titles.

4. ADIABATIC COOLERS

4.1 The Landlord acknowledges that the Tenant installed three adiabatic coolers on the Site before the date of this deed and that to the extent the Landlord's consent was required for the installation of the adiabatic coolers, the Landlord gives its consent.

5. COSTS

5.1 On completion of this deed the Tenant shall pay the reasonable costs and disbursements of the Landlord, in connection with this deed including any costs and disbursements incurred or to be incurred by the Landlord in registering this deed up to a limit of £15,000 excluding VAT.

5.2 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any Value Added Tax in respect of those costs and disbursements and any Value Added Tax chargeable on the payments by the Tenant except to the extent that the Landlord is able to recover such Value Added Tax.

6. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7. JURISDICTION

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

8. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

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

SCHEDULE 1
VARIED FORM OF LEASE

Dated 13 May 2002

THE COUNTY COUNCIL OF FLINTSHIRE

-to-

DEESIDE POWER DEVELOPMENT COMPANY LIMITED

LEASE

of

LAND AT SHOTTON, DEESIDE, FLINTSHIRE

Term: Ninety-nine Years

Term Commencement Date: 21 November 1994

Expires: 21 November 2093

J. A. Loveridge
County Secretary
Flintshire County Council
County Hall
Mold
Flintshire
CH7 6NR

RMH/V125/002

PARTICULARS

LEASE DATED 13 May 2002

1. The Landlord

The County Council of Flintshire
County Hall
Mold
Flintshire
CH7 6NB

2. The Tenant

Deeside Power Development Company Limited
Senator House
85 Queen Victoria Street
London
EC4V 4DP

3. The Site

All that plot of land shown for identification purposes only edged red on the plan annexed hereto ("**the Plan**") having an area of thirty-one acres or thereabouts and being a part of the Landlord's Estate at Shotton, Deeside, in the County of Flintshire (formerly in the County of Clwyd)

4. The Term

Ninety-nine years from and including the Term Commencement Date (subject to prior determination as hereinafter provided)

5. Term Commencement Date

21 November 1994

6. Expiry Date of the Term

21 November 2093

7. Permitted Use

Use to deliver stability services to the national grid.

THIS LEASE IS MADE the 13th day of May 2002 Between the Landlord specified in the Particulars (hereinafter called "**the Landlord**") of the one part and the Tenant specified in the Particulars (hereinafter called "**the Tenant**") of the other part

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

In this Lease the following expressions shall have where the context admits the following meanings:

"Break Date" means 30 June 2031 and each tenth anniversary of that date

"the Buildings" means all buildings and structures from time to time during the Term erected on the Site or on any part thereof

"CPI" means the Consumer Prices Index or any official index replacing it

"the demised Property" means the Site together with the Buildings

"Estate Road" means the roadway coloured brown on the Plan, insofar as the same remains for the time being and from time to time unadopted

"Group Company" means a company within the same group of companies as the Tenant within the meaning of section 42(1) of the Landlord and Tenant Act 1954

"the Insured Risks" means fire, storm, tempest, flood, lightning, explosion, aircraft (including articles dropped therefrom), riot, civil commotion, malicious persons, earthquake, bursting and/or overflowing of water pipes, tanks and other apparatus, impact by road vehicles, loss of rents due to the Landlord, and such other risks as the Tenant shall from time to time determine

"Interest" means interest during the period from the date on which payment is due to the date of payment, both before and after any judgment, at an interest rate of 4% per annum above the base rate for the time being of National Westminster Bank plc (or other Clearing Bank reasonably nominated in writing from time to time by the Landlord), or should such base rate cease to exist such other rate of interest as is most closely comparable with it to be agreed between the parties or, in default of agreement, to be determined by a chartered accountant appointed by the Landlord who shall act as an expert and not as an arbitrator

"the Landlord's Estate" means the Landlord's retained land shown edged blue on the Plan

"the Particulars" means the details and descriptions appearing above, which form part of this Deed

"the permitted Use" means the use of the demised Property specified in Clause 5.13 hereof

"Rent" means the initial annual rent of £290,000 exclusive of Value Added Tax increased annually on 18 June by reference to CPI in accordance with the provisions of the Third Schedule until and including 18 June 2026 and thereafter subject to review in accordance with the Fourth Schedule

"Rent Commencement Date" means 18 June 2021

"Requisite Notice" means notice in writing to the Tenant not less than forty-eight hours before any entry is made onto the demised Property or any part thereof PROVIDED THAT in case of emergency no notice shall be required

"Restoration Scheme" means the Deeside Power Station Restoration Scheme dated 10 July 2018 prepared by Enzygo Environmental Consultants a copy of which is attached to this Lease at the Fifth Schedule.

"Security Deposit" means a sum equal to the greater of:

- (a) £1,000,000 increased annually by reference to CPI in accordance with clause 7.3; and
- (b) 12 months' Rent at the rate payable at the date of service of the Termination Notice

"the Site" means the Site specified in the Particulars and each and every part thereof

"the Term" means the Term specified in the Particulars which, where applicable, shall include the period of any holding over or any extension or continuance thereof whether by Statute or at Common Law

"Termination Notice" means a written Notice served by the Tenant on the Landlord pursuant to Clause 7.1 hereof

2. INTERPRETATION

In this Lease, where the context admits:

2.1 Words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender, and words importing the singular only shall include the plural and vice versa, and, where there are two or more individuals included in the expression "the Tenant", covenants herein expressed to be made by them shall be deemed to be made by such persons jointly and severally.

2.2 The expression "the Landlord" shall include a person for the time being entitled to the reversion immediately expectant on the determination of the Term. The expression "the Tenant" shall include the Tenant's successors in title and the expression "the Tenant" shall include, if an individual, its personal representatives.

3. HEADINGS

The Clause/Paragraph headings shall not form part of this Lease and shall not affect the interpretation hereof.

4. DEMISE

In consideration of the rents hereinafter reserved and the covenants on the part of the Tenant hereinafter contained the Landlord HEREBY DEMISES unto the Tenant ALL THAT the demised Property TOGETHER with the easements and rights specified in the First Schedule hereto SUBJECT as therein mentioned EXCEPTING AND RESERVING unto the Landlord the rights and easements specified in the Second Schedule TO HOLD the demised Property unto the Tenant for the Term SUBJECT TO all exceptions reservations rights easements privileges restrictions and stipulations contained or referred to in a Conveyance made 25 May 1983 between British Steel Corporation (1) and The County Council of Clwyd (2) insofar as the same affect or relate to the demised Property and are still subsisting and capable of taking effect YIELDING AND PAYING therefor from the Rent Commencement Date the Rent payable monthly in advance by BACS on the first day of each calendar month.

5. TENANT'S COVENANTS

The Tenant hereby covenants as follows:

5.1 Rent

To pay the rents hereby reserved at the times and in the manner hereinbefore described without any deduction or abatement whatsoever (and so that the Tenant may not exercise any right of set-off against any rent due).

5.2 Rates and Outgoings

To pay and discharge all rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which are now or may at any time hereafter be taxed, assessed, charged or imposed upon or payable in respect of the demised Property, and in respect of any services supplied thereto or on the owner or occupier thereof, except

5.2.1 such taxes and duties as aforesaid as the owner is by law bound to pay notwithstanding any contract to the contrary;

5.2.2 any taxes payable as a result of the Landlord's dealing with the reversion expectant on the determination of the Term; and

5.2.3 any tax in respect of rents and other payments under this Lease.

5.3 Repair

To keep and maintain the Buildings and all other structures and additions thereto (including boundaries) in repair to the standard necessary to fulfil their operational purpose.

5.4 Statutory Obligations

To ascertain and comply with all obligations imposed under or by virtue of any Act or Acts of Parliament for the time being in force, and to do and execute or cause to be done and executed all such works, acts, deeds, matters and things as under or by virtue of any such Act or Acts are or shall be properly directed or necessary to be done or executed upon or in respect of the demised Property or any part thereof, whether by the owner, landlord, lessee, tenant or occupier thereof, and in particular (but without prejudice to the generality of this Clause) to comply with all obligations imposed under or by virtue of the Town and Country Planning Acts, the Offices, Shops and Railway Premises Act 1963, the Factories Act 1961, the Fire Precautions Act 1971, the Health and Safety at Work etc. Act 1974 and the Public Health Act 1936, and any statutory re-enactments or modifications thereof for the time being in force, and any Regulations or Orders made or having effect thereunder, and at all times to keep the Landlord indemnified against all claims, demands and liability in respect thereof.

5.5 Abating Nuisance

To abate any nuisance on or arising out of the demised Property which shall be or tend to be a nuisance or cause of damage to the Landlord, its other tenants, successors in title or any adjoining or neighbouring property or the owner or occupier thereof, and to execute any works reasonably necessary to abate such nuisance and in default, within 3 months of receiving a written request from the Landlord to abate the nuisance, to pay the Landlord's proper costs in the abating of such nuisance or the carrying out of such works PROVIDED ALWAYS that the Landlord shall not require the

Tenant under this Sub-Clause to cease or alter the use of the demised Property for any use previously authorised by the Landlord PROVIDED that the Tenant has complied with all statutory requirements, Regulations and Orders concerning pollution, noise emissions and all other matters relating to the use of the demised Property for the permitted Use.

5.6 Payment of Fees- Section 146 etc.

To pay to the Landlord all proper costs, charges and expenses (including without limitation legal costs and fees payable to a surveyor) and Value Added Tax thereon (save to the extent that the same is recoverable by the Landlord from H. M. Revenue & Customs) which may be incurred by the Landlord:

5.6.1 in or incidental to any procedure or proceedings under Section 146 of the Law of Property Act 1925;

5.6.2 in and incidental to the preparation and service of all notices relating to wants of repair to the demised Property and breaches of covenants and whether served during or after the expiration or sooner determination of the Term; and

5.6.3 attendant upon or incidental to every application made by the Tenant for a consent or licence herein required or made necessary whether the same be granted, refused or offered subject to conditions (but not where such consent or licence is unreasonably refused or offered subject to unreasonable conditions).

5.7 Maintenance of Common Roads, Drains etc.

To contribute and pay a proper and fair proportion of the cost of repairing, maintaining, renewing, replacing and cleansing all ways, roads, pavements, sewers, drains, pipes, water courses, party walls, party structures, party fences or other conveniences insofar as the same are used in connection with the occupation and use of the demised Property and any structures erected or to be erected thereon (except so far as the same have been adopted or are maintainable at the public expense) and to keep the Landlord indemnified against such proportion of such costs and expenses as aforesaid PROVIDED ALWAYS that the certificate in writing of the Landlord's surveyor as to the amount of any expenditure incurred by the Landlord upon such matters or as to the proportion fairly due from the Tenant shall be conclusively binding upon the Tenant (except in the case of manifest error) and any sums due from the Tenant pursuant to this Clause shall be due and payable to the Landlord within 14 days of written demand.

5.8 Yielding Up / Determination

At the expiration or sooner determination of the Term, quietly to yield up unto the Landlord or its successors in title at the Tenant's election EITHER:

5.8.1 the demised Property with any Buildings remaining on the Site in repair in accordance with the terms of this Lease; or

5.8.2 the Site level, clear and de-contaminated in no worse condition than it was at the Term Commencement Date as evidenced by the Restoration Scheme.

5.9 General Power of Entry

To permit the Landlord or its agents and such workmen as may be authorised by them at all convenient hours in the daytime, upon giving the Requisite Notice, to enter into and upon the demised Property

and each and every part thereof for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed, and to take a plan of and examine the state and condition of the demised Property.

5.10 Repair on Notice

Within two calendar months, or sooner if requisite, after notice shall have been served upon the Tenant of all defects and wants of repair or reparation, or want of any compliance with any of the obligations of the Tenant under this Lease, found on such examination to commence and thereafter diligently to continue to repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained, and in case the Tenant shall make default in so doing it shall be lawful for workmen or others to be employed by the Landlord to enter upon the demised Property and repair and make good the same, and all expenses reasonably and properly incurred thereby shall on written demand be paid by the Tenant to the Landlord together with Interest from the date of demand to the date of payment, and if not so paid shall be recoverable by the Landlord as rent in arrear.

5.11 Entry for Repairs

To permit the Landlord or its agents or workmen and the tenants and occupiers of any adjoining or neighbouring property now or at any time hereafter belonging to the Landlord at all convenient hours in the daytime on giving the Requisite Notice to enter upon the demised Property for the purpose of laying, inspecting, renewing, repairing, altering, maintaining, cleansing or emptying any of the conduits, pipes, wires, cables, sewers, drains, gutters or other services belonging to or serving such adjoining or neighbouring property, causing as little inconvenience as possible and making good to the reasonable satisfaction of the Tenant any damage done to the surface of the demised Property PROVIDED that the Landlord shall not be permitted to lay, inspect, renew or repair as aforesaid any of the conduits, pipes, wires or cables as aforesaid under the Buildings.

5.12 Insurance

5.12.1 To insure or procure the insurance of the demised Property against the Insured Risks with an insurance company previously approved by the Landlord (such approval not to be unreasonably withheld) at the Tenant's option either:

5.12.1.1 to their full reinstatement and rebuilding cost, to include architects', surveyors' and other professional fees and fees payable upon applications for planning and other necessary consents, and the cost of debris removal, demolition and site clearance and any works required by statute, and incidental expenses; or

5.12.1.2 in a sum not less than £25,000,000 or, if greater, the full cost of debris removal, demolition and site clearance,

and in either case three years' loss of rent (taking into account the provisions in this Lease for review of the Rent) ("**the loss of rent Insurance**") and to produce certificates of such insurance when called upon to do so by the Landlord (but not more than once in any discrete period of 12 months).

5.12.2 To note the interest of the Landlord on any insurance policy in respect of the loss of rent Insurance.

5.12.3 To comply with all requirements of the insurers and the Fire Authority.

5.12.4 Not knowingly to do or suffer to be done anything which may render any increased or extra premium payable for the insurance of any property of the Landlord or its successors in title (excluding

the demised Property) or which may make void or voidable any policy for such insurance or for the insurance of the demised Property, and if at any time during the Term anything shall be done upon the demised Property which shall cause the premium to be charged by any insurance office for the insurance of the demised Property to exceed the average current rate for the time being in force to pay the extra premium so to be charged as aforesaid.

5.12.5 If and whenever during the Term the demised Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall at its own option and at its cost either:

5.12.5.1 (subject to obtaining all planning permissions and other permits and consents and other matters which may be required) to rebuild and reinstate the demised Property for the Permitted Use (but not so as to require reinstatement of the buildings to be identical in form and/or layout to the Buildings previously erected on the Site); or

5.12.5.2 level and clear the whole or part of the Site (as the case may be) and decontaminate the same and leave the same in no worse condition than it was at the Term Commencement Date as evidenced by the Restoration Scheme.

5.12.6 If the Tenant is unable to obtain the planning permissions or other permits and consents and other matters as may be required within a reasonable time, or if the rebuilding or reinstating of the Buildings is prevented by war, Act of God, Government action, or any other circumstances beyond the control of the Tenant, the Tenant shall not be liable to rebuild or reinstate the demised Property, but the Tenant shall forthwith lay out sufficient money to clear the Site and the Tenant may determine this Lease by serving written notice upon the Landlord, and upon receipt of this notice this Lease shall absolutely cease and determine.

5.12.7 If upon the expiration of three years commencing on the date upon which the damage or destruction occurred, the rebuilding or reinstatement of the demised Property has not been commenced, or the Site cleared and decontaminated as aforesaid, then the Tenant shall forthwith lay out sufficient of the insurance monies to clear the demised Property of damaged or destroyed buildings, foundations, subterranean structures (including services), and de-contaminate the Site as aforesaid, and the Tenant may by notice served at any time within six months of the expiry of such period invoke the provisions of Sub-Clause 5.12.8 PROVIDED that the Tenant shall not be entitled to serve any such notice until it shall have levelled and cleared the Site and decontaminated the same and left the same in no worse condition than it was at the Term Commencement Date as evidenced by the Restoration Scheme.

5.12.8 Upon service of a notice in accordance with the preceding Sub-Clauses 5.12.6 or 5.12.7:

5.12.8.1 the Term shall absolutely cease but without prejudice to any rights or remedies which might have accrued to either party against the other; and

5.12.8.2 if the Tenant has not complied with its obligation to lay out monies sufficient to clear the demised Property as aforesaid the Landlord shall be entitled to sufficient monies from the Tenant so to do.

5.12.9 In the event that the demised Property is destroyed or so damaged by an Insured Risk so as to be unfit for occupation or use or inaccessible, the Tenant shall pay to the Landlord monthly on the first day of each month (and apportioned on a daily basis in respect of periods of less than one month) the loss of rent Insurance until the earlier of completion of the reinstatement or three years from the date of such destruction or damage.

5.12.10 For the avoidance of doubt, in the event that any insurance monies shall remain unexpended following rebuilding or reinstatement of the demised Property or clearance and decontamination of the Site (as the case may be), the said monies shall belong to the Tenant.

5.13 Permitted Use

To use the demised Property and each and every part thereof, and to permit or suffer the same to be used, only:

5.13.1 for use to deliver stability services to the national grid; and

5.13.2 for such other commercial or industrial use (of the whole or part of the demised Property) as may from time to time be first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed); but

5.13.3 not at any time for any public exhibition or entertainment or for any illegal or immoral purposes.

5.14 Alterations

The Tenant may without the Landlord's consent erect or build any building or any additional or substituted building or structure upon the Site or any part thereof and may alter or change any building or structure upon the Site or any part thereof PROVIDED that before commencing any works it obtains all necessary planning and other statutory consents and PROVIDED FURTHER that before commencing any works to erect any new building or affecting the external appearance of an existing building the Tenant shall provide to the Landlord indicative drawings.

5.15 Signs and Advertisements

5.15.1 Not to use the demised Property or any part thereof (including without limitation fences and gable ends of buildings) for the posting or erection of bills or advertisements of any description.

5.15.2 Not to display any signs on the demised Property without first obtaining the Landlord's written approval (such approval not to be unreasonably withheld or delayed) in the case of usual unobjectionable signs displaying the Tenant's name and the nature of its business.

5.16 Pollution/Overloading

5.16.1 Not to pollute as a result of any process carried out on the demised Property either the atmosphere or any sewer, drain, ditch or watercourse thereon or being near the same.

5.16.2 Not to overload any of the conduits, drains, pipes, wires and cables which are used by the demised Property, and in the event of any damage to or obstruction of such conduits, drains, pipes, wires and cables being caused by the Tenant in breach of this Sub-Clause, the Tenant shall indemnify and keep indemnified the Landlord against all liability, costs, claims and damages incurred by the Landlord as a direct result thereof.

5.17 Alienation

5.17.1 Except as expressly permitted by Clauses 5.17.2, 5.17.3, 5.17.8 and 5.17.13, not to assign, underlet, hold on trust, part with or share possession or occupation of this Lease or the whole or part of the demised Property.

5.17.2 The consent of the Landlord shall not be required in relation to:

5.17.2.1 an assignment or underletting of the whole of the demised Property to a Group Company of the Tenant provided that the Tenant gives the Landlord notice of the intended assignment or underletting not less than 10 working days before completion of it and:

5.17.2.1.1 in the case of an assignment:

- (I) the assignee has a financial covenant strength equal to or greater than the Tenant at the date of the assignment;
- (II) the assignee is not a guarantor of the Tenant; and
- (III) the Tenant provides to the Landlord an authorised guarantee agreement complying with the provisions of Clause 5.17.4.1;

5.17.2.1.2 in the case of any underletting, it complies with the provisions of Clauses 5.17.8 and 5.17.9;

5.17.2.2 the disposal of any part of the demised Property by way of underlease to any statutory undertaker which requires an interest in the demised Property for the siting of any equipment or apparatus in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities in connection with the Permitted Use and/or the granting of easements to such statutory undertaker for any of the aforesaid purposes and for the avoidance of doubt such underleases need not comply with the provisions of Clauses 5.17.8 and 5.17.9.

5.17.3 Not to assign the whole of the demised Property without first obtaining the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

5.17.4 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927, the Landlord may (to the extent required by the Landlord) give its consent to an assignment subject to all or any of the following conditions:

5.17.4.1 a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:

5.17.4.1.1 is in respect of all the tenant covenants of this Lease;

5.17.4.1.2 is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

5.17.4.1.3 imposes principal debtor liability on the assignor;

5.17.4.1.4 requires (in the event of a disclaimer of this Lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Term; and

5.17.4.1.5 is otherwise in a form reasonably required by the Landlord;

5.17.4.2 a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement;

5.17.4.3 if reasonable taking into account the covenant strength of the proposed assignee:

5.17.4.3.1 a condition that a person of standing acceptable to the Landlord (acting reasonably) that is not a current guarantor enters into a guarantee and indemnity of the tenant covenants of this Lease in a form the Landlord reasonably requires; and/or

5.17.4.3.2 the assignee enters into a rent deposit deed with the Landlord for not less than three months' Rent (plus notional VAT) calculated at the date of the assignment by way of a deposit as security for the assignee's performance of the tenant obligations in this Lease with a charge over the deposit,

in each case in the form that the Landlord reasonably requires, given as a deed and delivered to the Landlord on or before the assignment; or

5.17.4.4 any other reasonable condition the Landlord reasonably requires.

5.17.5 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

5.17.5.1 the Rent or any other sum due under this Lease is outstanding;

5.17.5.2 there is a material breach of covenant by the Tenant that has not been remedied;

5.17.5.3 in the Landlord's reasonable opinion the assignee (taking into account any proposed guarantor) is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this Lease;

5.17.5.4 the assignee is a current guarantor; or

5.17.5.5 in any other circumstances where it is reasonable to do so.

5.17.6 Nothing in this Clause shall prevent the Landlord from giving consent subject to any other reasonable condition.

5.17.7 Not to underlet the whole or part of the demised Property without first obtaining the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

5.17.8 The Tenant must not underlet the whole or part of the demised Property:

5.17.8.1 together with any property, or any right over property, that is not included within this Lease;

5.17.8.2 at a fine or premium or reverse premium;

5.17.8.3 allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;

5.17.8.4 for a term that will expire by effluxion of time later than three days before the Term expires by effluxion of time; or

5.17.8.5 unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the tenant covenants in the underlease and any document that is collateral or supplemental to it.

5.17.9 Any underletting by the Tenant must include:

5.17.9.1 the reservation of a rent which is not less than the open market rental value of the demised Property (or, if the underletting is of part only, the open market rental value of that part) at the date on which the Landlord grants consent to the underletting and which is payable either quarterly or monthly (but this shall not prevent an underlease providing for a rent-free period of a length permitted by Clause 5.17.8.3);

5.17.9.2 provisions for the review of rent at the same dates and on the same basis as the review of the Rent in this Lease unless the term of the underlease is five years or less;

5.17.9.3 a covenant by the undertenant not to:

5.17.9.3.1 (except on the same terms as this Lease (but made applicable to the undertenant and the underlease)) assign the whole or any part of the underlease;

5.17.9.3.2 (except on the same terms as this Lease (but made applicable to the undertenant and the underlease)) part with, hold on trust, share possession or share occupation of the whole or any part of the underlet property;

5.17.9.3.3 a covenant by the undertenant not to assign the whole of the underlet premises without the prior written consent of the Landlord and the Tenant on terms corresponding to those in this Lease and a covenant not to assign part only of the underlet premises;

5.17.9.3.4 a covenant by the undertenant not to create an underlease of the whole or any part of the underlet premises;

5.17.9.4 a covenant to comply with the terms of this Lease (but, in relation to an underlease of part, only insofar as they relate to the relevant part and rights granted to the undertenant) except the covenant to pay the Rent;

5.17.9.5 provisions requiring the consent or approval of the Landlord to be obtained in respect of any matter for which the consent or approval of the Landlord is required under this Lease; and

5.17.9.6 in the case of an underletting of part, appropriate tenant covenants requiring the undertenant to pay an appropriate proportion of the costs of insurance and of repair, maintenance, decoration, renewal, lighting and cleaning of, and any other service, amenity or facility provided to, any land, buildings, service media, structures and other items that do not form part of the underlet property but that are used or capable of being used by the underlet property in common with other parts of the demised Property.

5.17.10 Any underletting by the Tenant must otherwise be:

5.17.10.1 by deed;

5.17.10.2 consistent with and include tenant covenants no less onerous than those in this Lease (but, in the case of an underletting of part, only insofar as they relate to the relevant part) excluding the covenant in this Lease to pay the Rent;

5.17.10.3 in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed); and

5.17.10.4 in the case of an underletting of part (other than an underletting permitted by clause 5.17.2.2) lawfully excluded from the security of tenure provisions of the Landlord and Tenant 1954 Act.

5.17.11 In relation to any underlease granted by the Tenant, the Tenant must:

5.17.11.1 not vary the terms of the underlease so that they are less onerous without the consent of the Landlord (such consent not to be unreasonably withheld or delayed);

5.17.11.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

5.17.11.3 ensure that in relation to any rent review the revised rent is not agreed (or the appointment of any third party to decide it) without the approval of the Landlord (such approval not to be unreasonably withheld or delayed) and

5.17.11.4 notify the Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.

5.17.12 The Tenant may share occupation of the whole or part of the demised Property with a Group Company of the Tenant for as long as that company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement.

5.17.13 Within one month of any assignment, sub-lease, charge, mortgage, transfer or other devolution of or affecting the demised Property or any part thereof to give notice thereof in writing to the Landlord and to furnish to it a copy of any assignment, sub-lease or transfer and a registration fee of twenty-five pounds (£25) in respect thereof.

5.18 Obstruction of Lights and Encroachments

Not to obstruct or suffer to be obstructed light or air either to land or buildings the property of the Landlord or to land or buildings leased or conveyed to neighbouring owners or occupiers or permit other encroachment or easement to be made into, against or over the demised Property or any part thereof AND in case any encroachment or easement whatsoever shall be attempted to be made or acquired by any person or persons whomsoever to give notice thereof in writing to the Landlord immediately the same shall come to the notice of the Tenant, and at the request and cost of the Tenant to do all such things as may be proper for preventing any new encroachment or easement being made or acquired.

5.19 Obstruction of Common Parts

Not to do or permit to be done anything on the demised Property at any time which may prevent, obstruct or interfere with the free flow of traffic over the Estate Roads of the Landlord or any other paths or roads or lands or structures of any description on the Estate, or which may interfere with the free flow of traffic to or from any neighbouring or contiguous premises.

5.20 Withdrawal of Support

Not to carry out any works on the demised Property which may cause support to be withdrawn from any adjoining land, road or pathway, and if as a result of any works so carried out damage shall be

sustained by any such adjoining land, road or pathway, then the Tenant shall reinstate such damaged property without delay, bearing complete responsibility for any such withdrawal of support.

5.21 Indemnity to Landlord

To indemnify and keep indemnified the Landlord from and against liability in respect of any injury to or the death of any person, damage to any property (moveable or immovable), the infringement, disturbance or destruction of any right, easement or privilege or otherwise by reason of the occupation of the demised Property by the Tenant or arising directly or indirectly out of the repair, state of repair, condition or any alterations to the demised Property, or out of any breach or non-observance by the Tenant of the covenants, conditions or other conditions of this Lease, and from and against the consequences of all proceedings, actions, costs, claims and demands of whatever nature in respect of any such liability or alleged liability.

5.22 Landlord's Rights

To permit the Landlord, all persons deriving title under the Landlord, and all persons authorised by it, at the times and in the manner permitted by the Second Schedule hereto during the Term to exercise without interruption or interference any of the rights reserved or granted to it by virtue of the provisions of this Lease.

5.23 Plans, Documents and Information

If called upon so to do, to produce to the Landlord all plans, documents and other evidence as the Landlord may reasonably require in respect of the Buildings and services thereto.

6. LANDLORD'S OBLIGATIONS

The Landlord HEREBY COVENANTS with the Tenant that the Tenant, paying the said rents hereby reserved and observing and performing the covenants, conditions and agreements hereinbefore contained on the Tenant's part to be observed and performed, shall and may quietly enjoy the demised Property during the Term without any interruption by the Landlord or any person claiming through, under or in trust for the Landlord.

7. PROVISOS

PROVIDED ALWAYS and IT IS HEREBY AGREED AND DECLARED as follows:

7.1 Option to Determine

7.1.1 The Tenant may on any Break Date by serving not less than 12 months' prior written notice on the Landlord ("**the Termination Notice**") determine this Lease provided that the Termination Notice shall be of no effect if on or before the Break Date the Tenant has not:

7.1.1.1 paid to the Landlord the Rent due up to and including that Break Date; and

7.1.1.2 given the whole of the Site back to the Landlord free of the Tenant's occupation and the occupation of any other lawful occupier and without any continuing underleases.

7.1.2 The termination of this Lease on a Break Date is not conditional upon the Tenant complying with its obligations in Clause 5.8 before such Break Date and within one month of serving a Termination Notice, the Tenant will pay to the Landlord the Security Deposit as security for the performance of the Tenant's obligations in Clause 5.8.

7.1.3 The Landlord shall within two working days of receipt place the Security Deposit in a separate interest bearing account and shall hold the Security Deposit on trust for the Tenant in accordance with this Clause 7.1 but the Landlord, as trustee, shall not be liable to the Tenant for any loss to the Security Deposit or any loss of interest arising from any act or default unless such loss arises from the wilful default or negligence of the Landlord or any person who can reasonably be considered as being under the Landlord's control.

7.1.4 Any interest earned on the Security Deposit shall belong to the Tenant and the Landlord is not obliged to secure any particular rate of interest on the Security Deposit.

7.1.5 If the Tenant has not fully complied with its obligations in Clause 5.8 to the Landlord's reasonable satisfaction the Landlord shall be entitled (acting reasonably) to retain from the Security Deposit such proportion of the Security Deposit as may be necessary to make good any breach of the Tenant's obligations in Clause 5.8.

7.1.6 The provision of the Security Deposit shall be without prejudice to the Landlord's right to claims damages if the Security Deposit is insufficient to cover the reasonable and proper cost of making good breaches of the Tenant's obligations in Clause 5.8.

7.1.7 Subject to the rights of the Landlord under Clause 7.1.5, if this Lease terminates on a Break Date the Landlord shall pay the Security Deposit to the Tenant (plus any interest earned on the Security Deposit) within six months from the Break Date.

7.1.8 If this Lease does not terminate on a Break Date because a Termination Notice is of no effect pursuant to Clause 7.1.1, the Landlord shall pay the Security Deposit to the Tenant (plus any interest earned on the Security Deposit) within 20 working days of the Break Date.

7.1.9 Upon expiry of the Termination Notice this Lease shall absolutely cease and determine without prejudice to the rights of either party in respect of any antecedent breach of covenant by the other PROVIDED that Clauses 5.8 and 7.1.2 to 7.1.7 above shall apply in any event and the Landlord shall within 10 working days of the termination of this Lease repay to the Tenant any Rent to the extent that it relates to a period after the Break Date.

7.2 Re-entry

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord, if the rents reserved or any part thereof shall be unpaid for thirty days after becoming due (whether formally demanded or not), or if any covenant on the Tenant's part or condition herein contained shall not be observed or performed, then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised Property or any part thereof in the name of the whole and thereupon this Lease shall absolutely cease and determine PROVIDED that where the Tenant shall have notified the Landlord in writing that the Tenant has mortgaged or charged this Lease then the Landlord shall not be entitled to re-enter the demised Property and take possession thereof unless the Landlord has first served upon such mortgagee or chargee twenty-eight days' notice in writing of its intention so to re-enter and take possession and PROVIDED FURTHER that if the mortgagee or chargee has within twenty-eight days of service of the Landlord's notice made good any and all arrears of the rents hereunder, AND offered to enter into with immediate effect an agreement with the Landlord to observe and perform the obligations of, and to remedy within a reasonable time any default by the Tenant under this Lease, then the Landlord's right of re-entry in respect of any antecedent breach shall be lost (SAVE INsofar as the mortgagee or chargee shall agree to remedy any default by the Tenant as aforesaid).

7.3 **CPI indexation of the Security Deposit**

7.3.1 In this clause 7.3 the following definitions apply:

7.3.1.1 **“Maximum Notional Sum”** means 103% of the Notional Base Sum;

7.3.1.2 **“Minimum Notional Sum”** means 101% of the Notional Base Sum;

7.3.1.3 **“Notional Base CPI Month”** means April 2021 on the first Notional Increase Date and, thereafter, the month that falls two months before the month in which the most recent Notional Increase Date fell;

7.3.1.4 **“Notional Base Sum”** means £1,000,000 on the first Notional Increase Date and, thereafter, the Notional CPI Revised Rent calculated on the previous Notional CPI Review Date;

7.3.1.5 **“Notional Increase Date”**: 18 June 2022 and each anniversary of that date occurring before the date on which the Notional Revised Sum is to be calculated;

7.3.1.6 **“Notional Indexed Sum”** means the notional rent calculated at each Notional CPI Review Date in accordance with Part 4 of this Schedule; and

7.3.1.7 **“Notional Revised Sum”** means the notional revised sum ascertained in accordance with this clause 7.3.

7.3.2 The Notional Revised Sum shall be calculated in accordance with this clause 7.3.

7.3.3 The Notional Indexed Sum shall be calculated by multiplying the Notional Base Sum by the index value of the CPI for the month that falls two months before the month in which that Notional Increase Date falls, then dividing the product by the index value of the CPI for the Notional Base CPI Month.

7.3.4 The Notional Revised sum for a Notional Increase Date shall be equal to the Notional Indexed Sum unless:

7.3.4.1 the Notional Indexed Sum is less than the Notional Minimum Sum in which case the Notional Revised Sum shall be the Minimum Notional Sum; or

7.3.4.2 the Notional Indexed Sum is greater than the Notional Maximum Sum in which case the Notional Revised Sum shall be the Maximum Notional Sum.

7.3.5 Subject to clause 7.3.6, if there is any change to the methods used to compile the CPI, including any change to the items from which the CPI is compiled, or if the reference base used to compile the CPI changes, the calculation of the Notional Indexed Sum shall be made taking into account the effect of this change.

7.3.6 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Notional Indexed Sum if either:

7.3.6.1 the Landlord or the Tenant reasonably believes that any change referred to in Clause 7.3.5 would fundamentally alter the calculation of the Notional Indexed Sum in accordance with this clause 7.3, and has given notice to the other party of this belief; or

7.3.6.2 it becomes impossible or impracticable to calculate the Notional Indexed Sum in accordance with this clause 7.3,

and this alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the CPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Indexed Rent, an arbitrator shall determine an alternative mechanism.

7.4 Service of Notices

7.4.1 Any demand or notice required to be made or given to or served on the Tenant under this Lease shall be duly and validly made, given or served if sent by the Landlord or its Agents through the Registered Post or Recorded Delivery Services by pre-paid letter addressed to the Tenant (and if there shall be more than one of them, then any one or more of them) at its Registered Office or at the demised Property.

7.4.2 Any notice required to be given to the Landlord shall be well and sufficiently given if sent through the First Class Post by pre-paid letter addressed to the Landlord at its Principal Office.

7.4.3 Any demand or notice sent by post shall be conclusively treated as having been made, given or served forty-eight hours after posting (excluding Saturdays, Sundays and Bank and Public Holidays).

7.5 Exclusion of Compensation

Notwithstanding anything herein contained or consequent hereto, or in derogation thereof, the Landlord and all persons authorised by it shall have power without obtaining any consent from or making any compensation to the Tenant to deal as it or they may think fit with any of the lands, buildings, parts of buildings and hereditaments adjoining or adjacent or near to the demised Property or any part thereof, and to erect or suffer to be erected thereon or on any part thereof any buildings whatsoever and to make any alterations or additions and carry out any demolition or rebuilding whatsoever which it or they may think fit or desire to do to such lands or buildings or any part or parts thereof, and (without prejudice to the generality of the foregoing) whether such buildings, alterations or additions shall or shall not affect or diminish the light or air which may now or at any time during the Term hereby granted be enjoyed by the Tenant or the tenants or occupiers of the demised Property.

7.6 Disputes

Any dispute arising between the Tenant and any owner or occupier of adjacent or nearby premises on the Landlord's Estate (other than the Landlord) as to any right, easement or privilege or any party or other wall or other items used in common shall be determined on behalf of the Tenant by the Landlord's Director of Community and Housing Services whose decision shall bind the Tenant and whose fees shall be payable as he may direct.

7.7 Waiver

The demand and/or the acceptance of rent by the Landlord or its Agents shall not (except to the extent permitted by law) constitute, and shall not be construed to mean, a waiver of any of the covenants on the part of the Tenant herein contained or of the rights of the Landlord in respect thereof.

7.8 No Liability in Damages

To the extent permitted by law, the Landlord shall not in any circumstances incur any liability in respect of damage to person, property, goods or otherwise, by reason of any accidental damage (howsoever caused) which may at any time be done to the demised Property or to any persons or to any of the property or goods of the Tenant or any other person caused by any act or default of any other tenant of the Landlord on any adjoining or neighbouring land or property, or of any servant, agent or contractor of the Landlord in breach or neglect of his or her duty, and any services rendered to or for the Tenant on the Tenant's request by a servant or agent of the Landlord shall be deemed to have been rendered by that person as a servant of the Tenant.

7.9 Failure to Perform Obligation

The Landlord shall not be liable to the Tenant in respect of any failure of the Landlord to perform any of its obligations to the Tenant hereunder, whether express or implied, unless and until the Tenant shall have notified the Landlord of the facts giving rise to the failure and the Landlord shall have failed within a reasonable time to remedy the same, and then in such case the Landlord shall be liable to compensate the Tenant only for loss or damage sustained by the Tenant after such reasonable time has elapsed.

7.10 Arbitration

Unless expressly otherwise provided under this Lease, all questions, differences and disputes whatsoever which shall at any time arise between the parties hereto or their respective successors in title touching or concerning this Lease or the construction, meaning, operation or effect thereof, or as to the rights, duties or liabilities of the parties shall be determined (in default of agreement within three months) by a single arbitrator to be agreed upon by the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President for the time being of the Royal Institution of Chartered Surveyors (or his duly-appointed deputy or any person authorised to make appointments on his behalf) in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment thereof for the time being in force, the decision of the arbitrator (including as to the costs of the arbitration) being final and binding on the parties.

IN WITNESS whereof this Lease has been executed by the parties hereto as a Deed the day and year first before written

THE FIRST SCHEDULE

(Rights Granted)

1. The right at all times and for all reasonable purposes connected with the lawful use and occupation of the demised Property as permitted by this Lease to go, pass and re-pass over and along the Estate Road, but in common with the Landlord and all other persons authorised by the Landlord and all other persons entitled to the like right.
2. The right to the free and uninterrupted passage and running of water, soil, gas, electricity and other services to the demised Property through, over and along the conduits, sewers, drains, pipes, wires and cables which now are, or may be hereafter during the Term, under or upon the remainder of the Landlord's Estate, with the right upon giving forty-eight hours written notice to the Landlord (except in case of emergency when no notice shall be required) to enter upon the Landlord's Estate so far only as shall be necessary for the purposes of laying (via suitable ducting laid in the public highway or along such other reasonable route as the Landlord's Director of Community and Housing Services may in his reasonable discretion from time to time permit), inspecting, maintaining, repairing and/or renewing the same, causing the minimum damage in so doing and forthwith making good to the Landlord's reasonable satisfaction all damage caused by or during such entry.
3. The right of support and shelter and all other easements now or hereafter belonging to or enjoyed by the demised Property over all adjoining or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the Term vested in the Landlord.
4. The right (pursuant to Paragraphs (A), (C) and/or (E) in the Second Schedule to a conveyance ("the Conveyance") made 31 March 1994 between The County Council of Clwyd (being a statutory predecessor of the Landlord) (1) and the Welsh Development Agency (2) to connect into such foul sewer as may have been laid or may during the Term be laid under the land adjoining the Site, known as Site A4 as conveyed by the Conveyance, causing the minimum of damage in so doing and making good all damage caused by such connection to the reasonable satisfaction of the Landlord, its other tenants and the owner and occupier of the said Site A4 as appropriate.

THE SECOND SCHEDULE

(Rights Reserved)

1. The free and uninterrupted passage and running of water, soil, gas, electricity and other services to and from the Landlord's Estate through and along the conduits, sewers, drains, gutters, pipes, wires and cables which now are or may hereafter during the Term be in, under or upon the demised Property with the right for the Landlord on giving the Requisite Notice to enter upon the demised Property at any time for the purpose of adding to, extending, enlarging, inspecting, repairing, cleansing, maintaining, renewing and connecting to the said conduits, sewers, drains, gutters, pipes, wires, cables and similar apparatus, subject to the Landlord making good all damage caused to the surface of the demised Property by such entry to the reasonable satisfaction of the Tenant except insofar as such entry shall have been necessitated by any act or default of the Tenant, PROVIDED ALWAYS that any adding to, extending, enlarging, inspecting, repairing, cleansing, maintaining, renewing or connecting as aforesaid of such services required by the Landlord shall not be carried out under the Buildings unless such works may be carried out without interference to the Buildings, the foundations thereof or the support for the same.

2. The right to build upon any adjoining or neighbouring land, and to rebuild or alter any buildings thereon, in any manner whatsoever, and to let the same or otherwise deal therewith for any purpose whatsoever, notwithstanding that light or air to the demised Property shall be thereby diminished.

3. The right of support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by all adjoining or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the Term vested in the Landlord.

THE THIRD SCHEDULE

(Annual CPI Rent Increases until 2026)

1. The following definitions apply in this Schedule:
 - (a) **Base Rent:** the Rent payable immediately before a CPI Review Date.
 - (b) **Base CPI Month:** April 2021 or, where there has been at least one review of the Rent in accordance with paragraph 3 of this Schedule, the month that falls two months before the month in which the most recent prior CPI Review Date fell.
 - (c) **CPI Review Dates:** 18 June 2022, 18 June 2023, 18 June 2024, ~~18 June 2024~~, 18 June 2025 and 18 June 2026. FCC
 - (d) **Indexed Rent:** the rent determined in accordance with paragraph 4 of this Schedule.
 - (e) **Maximum Rent:** 103% of the Rent payable immediately before a CPI Review Date.
 - (f) **Minimum Rent:** 101% of the Rent payable immediately before a CPI Review Date.
 - (g) **Revised Rent:** the rent ascertained in accordance with paragraph 3 this Schedule.
 - (h) **Shortfall Payment Date:** the date which is ten working days from and including the date that the Revised Rent is agreed or determined.
2. The Rent shall be reviewed at each CPI Review Date to equal the Revised Rent.
3. The Revised Rent at a CPI Review Date shall be the Indexed Rent unless:
 - (a) the Indexed Rent is less than the Minimum Rent, in which case the Revised Rent shall be the Minimum Rent; or
 - (b) the Indexed Rent is greater than the Maximum Rent, in which case the Revised Rent shall be the Maximum Rent.
4. The Indexed Rent for a CPI Review Date shall be determined by multiplying the Base Rent by the index value of the CPI for the month that falls two months before the month in which that CPI Review Date falls, then dividing the product by the index value of the CPI for the Base CPI Month.
5. The Landlord shall calculate the Indexed Rent and give the Tenant written notice of the Indexed Rent as soon as it has been ascertained.
6. If the Revised Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant CPI Review Date, the Tenant shall:
 - (a) continue to pay the Rent at the rate payable immediately before that CPI Review Date; and
 - (b) on or before the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Rent that the Tenant has paid for the period from and including that CPI Review Date and the amount of Rent

for that period that would have been payable had the Revised Rent been calculated by the Landlord and notified to the Tenant on or before that CPI Review Date; and

- (ii) interest at the Base Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the dates on which parts of the shortfall would have been payable if the Revised Rent had been calculated by the Landlord and notified to the Tenant on or before that CPI Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

7. Time shall not be of the essence for the purposes of this Schedule.
8. Subject to paragraph 9 of this Schedule, if there is any change to the methods used to compile the CPI, including any change to the items from which the CPI is compiled, or if the reference base used to compile the CPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change.
9. The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Indexed Rent if either:
 - (a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 8 of this Schedule would fundamentally alter the calculation of the Indexed Rent, and has given notice to the other party of this belief; or
 - (b) it becomes impossible or impracticable to calculate the Indexed Rent,and this alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the CPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Indexed Rent, an arbitrator shall determine an alternative mechanism.
10. An arbitrator shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:
 - (a) where any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this Schedule; or
 - (b) where the Landlord and the Tenant fail to reach agreement under paragraph 9 of this Schedule.

THE FOURTH SCHEDULE

(Open Market Rent Review)

- 1 In this Schedule the following definitions apply:
- 1.1 **Assumptions:** the assumptions set out in Part 1 of this Schedule.
- 1.2 **Disregards:** the disregards set out in Part 2 of this Schedule.
- 1.3 **Hypothetical Lease:** the lease described in Part 3 of this Schedule.
- 1.4 **Maximum Notional Rent:** 103% of the Notional Base Rent.
- 1.5 **Maximum Rent:** £500,000.
- 1.6 **Minimum Notional Rent:** 101% of the Notional Base Rent.
- 1.7 **Notional Base CPI Month:** April 2021 on the first Notional CPI Review Date and, thereafter, the month that falls two months before the month in which the most recent Notional CPI Review Date fell.
- 1.8 **Notional Base Rent:** £290,000 on the first Notional CPI Review Date and, thereafter, the Notional CPI Revised Rent calculated on the previous Notional CPI Review Date.
- 1.9 **Notional CPI Review Date:** 18 June 2022 and each anniversary of that date.
- 1.10 **Notional Indexed Rent:** the notional rent calculated at each Notional CPI Review Date in accordance with Part 4 of this Schedule.
- 1.11 **Notional CPI Revised Rent:** the notional revised rent ascertained in accordance with Part 4 of this Schedule.
- 1.12 **Open Market Rent:** the annual rent (exclusive of VAT) at which the demised Property could reasonably be expected to be let:
- (a) in the open market;
 - (b) at the relevant Review Date; and
 - (c) applying the Assumptions and Disregards.
- 1.13 **Review Date:** 1 July 2027 and each sixth anniversary of that date.
- 1.14 **Shortfall Payment Date:** the date which is ten working days from and including the date that the revised Rent is agreed or determined.

Part 1 - Assumptions

- 1 The matters to be assumed are:
 - 1.1 The demised Property is available to let as a whole in the open market:
 - (a) on the terms of the Hypothetical Lease;
 - (b) by a willing landlord to a willing tenant;
 - (c) with vacant possession; and
 - (d) without a fine or a premium.
 - 1.2 The demised Property is a cleared bare site but has connections to the national gas and electricity grids.
 - 1.3 The demised Property may lawfully be used by the willing tenant (or any potential undertenant or assignee of the willing tenant) for the use permitted by this Lease.
 - 1.4 The Tenant and the Landlord have fully complied with their obligations in this Lease.

Part 2 - Disregards

- 1 The matters to be disregarded are:
 - 1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the demised Property.
 - 1.2 Any goodwill attached to the demised Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.
 - 1.3 Any effect on rent attributable to any physical improvement to the demised Property carried out before or after the date of this Lease (including any physical improvement to any service media servicing the demised Property), by or at the expense of the Tenant or any authorised undertenant and which either have been authorised by the Landlord or do not require authorisation under the terms of this Lease.
 - 1.4 Any statutory restriction on rents or the right to recover them.

Part 3 - Hypothetical Lease

- 1 A lease:
 - 1.1 of the whole of the demised Property;
 - 1.2 for a term of 99 years commencing on the relevant Review Date;
 - 1.3 with rent reviews every six years from the relevant Review Date;
 - 1.4 with the right for the willing tenant to terminate the lease on the terms set out in Clause 7.1 of the Lease assuming the break dates are every tenth anniversary of the relevant Review Date; and

- 1.5 otherwise on the terms of this Lease (other than the amount of the Rent and paragraph 1.2 of ~~Exhibit Reference source not found~~ of this Schedule).

FCC

Part 4– Notional CPI Revised Rent

- 1 The Notional CPI Revised Rent shall be calculated for each Notional CPI Review Date occurring before a Review Date.
- 2 The Notional Indexed Rent shall be calculated by multiplying the Notional Base Rent by the index value of the CPI for the month that falls two months before the month in which that Notional CPI Review Date falls, then dividing the product by the index value of the CPI for the Notional Base CPI Month.
- 3 The Notional CPI Revised Rent for a Notional CPI Review Date shall be equal to the Notional Indexed Rent unless:
- 3.1 the Notional Indexed Rent is less than the Notional Minimum Rent in which case the Notional CPI Revised Rent shall be the Minimum Notional Rent; or
- 3.2 the Notional Indexed Rent is greater than the Notional Maximum Rent in which case the Notional CPI Revised Rent shall be the Maximum Notional Rent.
- 4 The Landlord shall give the Tenant written notice of the Notional CPI Revised Rent as soon as it has been ascertained.
- 5 Subject to paragraph 6 of this Part 5, if there is any change to the methods used to compile the CPI, including any change to the items from which the CPI is compiled, or if the reference base used to compile the CPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change.
- 6 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Indexed Rent if either:
- 6.1 the Landlord or the Tenant reasonably believes that any change referred to in paragraph 5 of this Part 5 would fundamentally alter the calculation of the Indexed Rent in accordance with this Part 5, and has given notice to the other party of this belief; or
- 6.2 it becomes impossible or impracticable to calculate the Indexed Rent in accordance with this Part 5,

and this alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the CPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Indexed Rent, an arbitrator shall determine an alternative mechanism.

Part 5 – Review of the Rent

1 Review

1.1 The Rent shall be reviewed on the first Review Date to equal:

- (a) the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
- (b) in the absence of such agreement, the greater of:
 - (i) the Rent payable immediately before the first Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Rent or restriction on the right to collect it); and
 - (ii) subject to paragraph 1.2 of this Part of this Schedule, the Open Market Rent agreed or determined pursuant to this Schedule.

1.2 If, at the first Review Date, the Open Market Rent is more than the Maximum Rent, the Open Market Rent will be deemed to be the Maximum Rent.

1.3 The Rent shall be reviewed on the second and subsequent Review Dates to equal:

- (a) the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
- (b) in the absence of such agreement, the greater of:
 - (i) the Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Rent or restriction on the right to collect it);
 - (ii) the Notional Revised CPI Rent for the Notional CPI Review Date falling immediately before the relevant Review Date; and
 - (iii) the Open Market Rent agreed or determined pursuant to this Schedule.

1.4 The Landlord and Tenant may agree the revised Rent at any time before it is determined by the arbitrator.

1.5 As soon as practicable after the amount of the revised Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

2 Determination by an Arbitrator

2.1 If the Landlord and Tenant have not agreed the revised Rent by the date three months before the relevant Review Date, then either party may refer the revised Rent for determination by an arbitrator in accordance with Clause 7.10 of this Lease.

3 Late review of Rent

3.1 If the revised Rent has not been agreed or determined on or before the relevant Review Date, the Tenant must:

- (a) continue to pay the Rent at the rate payable immediately before that Review Date; and
- (b) on or before the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Rent that the Tenant has paid for the period from and including that Review Date and the amount of Rent for that period that would have been payable had the revised Rent been agreed or determined on or before that Review Date; and
 - (ii) interest at the Base Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

4 Time not of the essence

4.1 Time is not of the essence for the purposes of this Schedule.

5 Guarantor

5.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Rent but will be bound by the revised Rent.

THE FIFTH SCHEDULE

(Restoration Scheme)



Revised Replacement Restoration Scheme Submitted pursuant to a
Prior Notification of Proposed Demolition Works Decision Notice
058481 Dated 10th July 2018 at Deeside Power Station

Deeside Power Station
for:

Deeside Power (UK) Ltd

CRM.343.002.RS.R.001.C

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Revised Replacement Restoration Scheme Deeside Power Station

Project:	Deeside Power Station
For:	Deeside Power (UK) Ltd
Status:	FINAL
Date:	December 2020
Author:	Lee Searles
Reviewer:	Kevin Parr, Director

Disclaimer:

This report has been produced by Enzygo Limited within the terms of the contract with the client and taking account of the resources devoted to it by agreement with the client.

We disclaim any responsibility to the client and others in respect of any matters outside the scope of the above.

This report is confidential to the client and we accept no responsibility of whatsoever nature to third parties to whom this report, or any part thereof, is made known. Any such party relies on the report at their own risk.

Enzygo Limited Registered in England No. 6525159

Registered Office Gresham House, 5-7 St. Pauls Street, Leeds, England, LS1 2JG

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1.0 INTRODUCTION

1.1. Introduction

- 1.1.1. Enzygo Limited (**Enzygo**) has been commissioned by Deeside Power (UK) Ltd to prepare a revised replacement Restoration Scheme and associated revised restoration plan for land at Deeside Power Station, Deeside, Flintshire.
- 1.1.2. Deeside Power has recently won a tender with National Grid to provide grid support services under their stability pathfinder programme. This will result in parts of the Deeside Power Station being retained and continuing in operation in connection with this contract.
- 1.1.3. As a result this revised restoration scheme is submitted in replacement of the existing approved Restoration Scheme reference CRM.343.001.RS.R.001.A under the approved Application for Prior Notification of Proposed Demolition reference number 058481 dated 10th July 2018.
- 1.1.4. Deeside has recently won a tender to provide synchronous compensation to the National Grid to support the grid system and as a result this replacement revised restoration plan is submitted in support of the amended restoration scheme and identifies the elements of plant, equipment and buildings to be retained as part of the ongoing operation of Deeside Power Station and replaces the approved restoration plan drawing CRM.343.001.RS.D.003.
- 1.1.5. The revised replacement restoration plan is shown on drawing CRM.343.002.PL.D.003.B.
- 1.1.6. For clarification the decommissioning, dismantling, remediation and restoration of the non-retained plant, equipment, and buildings within the Deeside Power Station site will be undertaken fully in accordance with the approved decision notice 058481 dated 10th July 2018.

1.2. The Site

- 1.2.1. The power station is located within Deeside Industrial Park. It has an area of approximately 12.85 hectares. Infrastructure within the site boundary consists of two gas turbines, one steam turbine, two heat recovery steam generators (HRSG), a 400kV banking compound, a water treatment plant, a cooling tower system, a water intake station, associated offices, car parking areas and workshop.
- 1.2.2. The installation is situated on a generally level plot sloping downwards towards the western boundary of the site. A separate secure parcel in the north is occupied by National Grid plant. The site is fully enclosed with security fencing.

1.3. The Station

- 1.3.1. Deeside Power Station is a 510 megawatt (MW) gas-fired generating station.
- 1.3.2. The station was constructed in 1992 (commissioned in 1994) to supply electrical power to the National Grid. The station ceased permanent operation in March 2018.
- 1.3.3. The station was consented in 1990 under section 36 of the Electricity Act 1989 (section 36 consent) and the Town and County Planning Act 1990 (section 90). The site was extended in 1993 through Section 36 of the Electricity Act 1989. A copy of the relevant consents is provided within Appendix 1 of this report.

1.4. Purpose of this Document

- 1.4.1. The Restoration scheme has been prepared to ensure that at the cessation of the non-retained elements of the consented Power Station Use (generation ceased upon 31st March 2018) that those non-operational areas and associated buildings at the site will be demolished and

restored to a condition satisfactory to Flintshire County Council (the Council). The proposed restoration works shall be undertaken in accordance with the submitted scheme. The Deeside Power Station ceased power generation on 31st March 2018.

- 1.4.2. Deeside Power has recently won a tender with National Grid to provide grid support services under their stability pathfinder programme. This will result in parts of the Deeside Power Station being retained in connection with this contract. The elements of the power station to be retained are identified coloured green on the attached revised restoration plan CRM.343.002.RS.D.003.B.
- 1.4.3. The equipment and infrastructure to be retained are the two gas turbines and associated generators, step up transformers and banking compound. The gas turbine rotors will be debladed and mass added back to the rotor to bring back the inertia lost by deblading. The identified internal access roads will also be retained along with the fire water tank and fire water pump.
- 1.4.4. The buildings to be retained consist of the gas turbine building, steam turbine building, HRSG building (stacks to be removed), electrical and admin building, transformer and service yard and gate house (as shown coloured green on drawing number CRM.343.002.RS.D.003.B.
- 1.4.5. The existing national grid gas compound and associated infrastructure will be retained along with all the other non-identified plant, equipment and buildings. The remaining identified buildings and infrastructure will be cleared and remediated fully in accordance with the approved documents and drawings submitted and approved under decision notice 058481 dated 10th July 2018.
- 1.4.6. The primary purpose of this revised Restoration Scheme is to ensure that those parts of the site that will become non-operational land will not become derelict, following the decommissioning and removal of the non-retained plant, equipment and buildings as identified on drawing CRM.343.002.PL.D.003.B.

2.0 SITE HISTORY

2.1. Summary Table

The following table summarises the history of the site, from c1874. Mapping details are included in the Enzygo Geo-Environmental Appraisal report, cited above.

Map/Imagery Date	On Site	Surrounding Area (within 250m)
1874 (1:2,500)	The site was an undeveloped area of sand and mud on the bank of the River Dee.	A majority of the area surrounding the site also consisted of sand and mud banks. There was a north-south embankment adjacent the western site boundary.
1882 (1:10,560)	No significant changes.	Some areas of march in the surrounding area. Embankment marked as the high-water mark of ordinary tides.
1900 (1:10,560)	No significant changes.	A quay is noted 69m south of the site. The marshy areas labelled as 'liable to flooding'. A number of gaps are marked in the embankment. The River Dee is marked as being located 730m south-west of the site.
1913 (1:10,560)	The high-water mark for ordinary tides have moved to cover the majority of the site (with the exception of the southeastern corner). No other significant changes are noted.	The areas formerly marked as 'marches' and now marked as 'saltings'.
1914 (1:10,560)	No significant changes.	No significant changes.
1936 (1:10,560)	Unidentified watercourses have been developed running along the northern and western site boundaries. No other significant changes are noted.	A quay is noted 220m south of the site. Howardon Bridge Steel Works had been constructed 800m south-east of the site.
1945 (aerial imagery)	No significant changes.	No significant changes.
1954 (1:10,560)	A small building has been constructed in the central part of the site.	Gaps filled in embankment. An unidentified water channel has been 'constructed' 50m south of the site. Noted expansion in the buildings associated with Howardon Bridge Steel Works and railway sidings added. One of the railway lines entered one of the two large sand pits, which had been excavated 550m and 650m south-east of the site. A number of small buildings have been erected 30m and 350m east and 500m southeast of the site.
1964 (1:2,500)	Several small buildings have been constructed in the centre of the site. Some of the railway sidings to the east have encroached onto the site. Three cranes are present on site. Two ponds are present, one to the north and the other in the	A drain is present along the western site boundary. Ponds were located 70m east and 120m southwest of the site. A number of unidentified buildings, various roads, railway sidings and railway lines have been constructed to the north and east of the site. A large tank was

	southwestern corner of the site. Part of one of the buildings to the east and a railway line also encroach onto the site.	sited 100m east and a chimney 220m east of the site. There were also a number of small unidentified buildings and a slag heap present 120m to the northwest of the site.
1969 (1:10,560)	No significant changes.	Large unidentified works are located adjacent to the site. Several large water bodies have developed to the south, east and north of the site (nearest 40m east). The slag heap 120m to the north-west had expanded and the associated small buildings are now labelled 'works'. A large area of marshland and small areas of sand are annotated on the map to the west. Buildings associated with the works 800m southeast have been expanded/modified.
1970 (1:10,560)	No significant changes.	No significant changes.
1978 (1:2,500)	The buildings and railway lines on the site had been modified. A number of the embankments had also been removed. The pond in the southwestern corner had apparently been re-channelled to form a drain.	A pond 60m to the east had been infilled. No further significant changes are apparent.
1981 (1:10,000)	No significant changes.	Drainage channel to the west was no longer present. The area of the slag heap to the west of the site had expanded.
1983 (1:10,000)	No significant changes.	A large works had developed to 430m to the south of the site. The water bodies to the south of the site have been reconfigured. A cooling tower was annotated 850m east of the site.
1985 (1:2,500)	All buildings and railway lines within the site boundary had been removed. The drain at the northern end of the site had apparently been infilled.	The railway lines to the north of the site had been removed. The slag heap to the west of the site was no longer marked.
1993 (1:2,500)	No significant changes.	Buildings that had been located 200m east of the site had been removed. No other changes were apparent.
1999 (1:10,000)	Deeside Power Station is shown on the site, with the majority of buildings shown on the western and southwestern part of the site. Two large tanks are located in the northern part of the site (fuel oil storage – for emergency power supply), and a number of smaller tanks are present in the western part of the site.	An unidentified building had been erected 20m north of the site (National Grid?). The A548 dual carriageway had been developed 70m west of the site, with a large roundabout immediately north. The works 400m east had been slightly reconfigured and some of the water bodies to the south had been infilled. A refuse tip was marked 320m southwest of the site.
2002 (1:10,000)	No significant changes.	Some additional buildings had been added to the works 400m to the east. No other changes were apparent.
2005 (aerial imagery)	Internal boundaries on site removed.	Further reconfiguration of buildings associated with the works 400m to the east.
2006 (aerial imagery)	No significant changes.	No significant changes.
2007 (aerial imagery)	No significant changes.	No significant changes.
2009 (aerial imagery)	No significant changes.	Minor reconfiguration of buildings associated with the works 400m to the east.

2015 (aerial imagery)	No significant changes.	New roadway (North Rd), constructed ~380m south of the site.
2016 (aerial imagery)	No significant changes.	No significant changes.

3.0 RESTORATION SCHEME

3.1. General

3.1.1. The general procedure envisaged for the restoration of the site, in line with the landlord's requirements, will follow the scope outlined below:

- Dismantling of all recyclable and recoverable plant and equipment from the non-retained elements within the power station site for off-site disposal (sale or re-use);
- Demolition and crushing/screening of remnant structures and substructures not proposed for re-use (including: building superstructures, concrete ground slabs, roadways, kerbing *etc.*) and secure temporary stockpiling (rebar and other non-reusable metals to be salvaged and taken off-site), prior to backfilling;
- Removal of all redundant underground services and ducting, with off-site disposal;
- Removal of pile foundations (caps and parts of pile 'stems'), to a depth of 2m below existing ground level (all pile positions to be surveyed);
- Stripping and secure stockpiling of topsoil, present on landscaped areas (for re-use on site for restoration);
- Backfilling of the demolition excavations with historic soil arisings (used to create internal landscaping mounds – with the exception of the planted screening bund, running along the eastern site boundary: this material comprises generally slag and was excavated during the construction of the power station);
- Placement of crushed and screened inert demolition materials to create restoration platforms, with 'grading of the site to an approved level', followed by selective placement of a minimum 150mm of topsoil and seeding, to create a 'grassed' margins; subject to regulatory agreement.

3.1.2. The scope is detailed further in the sections below.

3.2. Dismantling plant and equipment

3.2.1. The plant is to be dismantled for removal from site and will include:

- Heat recovery steam generators (chimney stacks only);
- Water treatment plant;
- Cooling Towers and MCW pumphouse;
- Fuel reception facilities and pumping equipment;
- Existing workshop and Resources Buildings;

3.2.2. All plant to be dismantled will be removed from the site prior to the commencement of demolition, crushing/screening and restoration of the non-retained areas of the site.

3.3. Demolition

3.3.1. Following the removal of all identified plant and equipment, in accordance with Section 3.2 above, all remnant superstructures, substructures, surface concrete slabs, roadways, kerbing *etc.* will be broken out and crushed/screened on site. The only exceptions to this will be the

entrance road, access, which will be retained. All rebar and metal waste will be removed off-site.

- 3.3.2. All buildings to be demolished (Note: demolition will be undertaken following the separate removal of all asbestos/asbestos containing materials, as/if present, as listed in the asbestos register (dated 2016), which is included in the Appendices.
- 3.3.3. Substructures and pile caps and upper pile 'stems' will be removed, to 2m depth below ground. The positions of the all the piles/caps will be surveyed, with position and level of cut-off recorded and included on an 'as-built' survey (restoration completion plan)
- 3.3.4. The use of mobile crushing plant to process demolition material on site will be undertaken in accordance with the requirements of the Environmental Health Services department and will be controlled via a Part B permit (Section 3.5) issued under *The Environmental Permitting Regulations (England and Wales) Regulations 2016*. Suitable noise mitigation measures, in the form of a barrier or other equipment will be used to minimise the impact of the noise produced by the operation of the machine to acceptable limits at the site boundary.
- 3.3.5. All superstructure, substructure and infrastructure materials will be crushed and screened. During crushing operations, continuous spraying with water will be carried out to minimise dust emissions to surrounding site users. Dust emissions will be controlled in line with the operator's environmental permit and current Best Available Techniques (BAT) (*i.e.* through application of Process Guidance Note 3/16(12) - *Statutory guidance for mobile crushing and screening - September 2012*).
- 3.3.6. All plant and machinery will be operated in accordance with the manufacturer's specifications.
- 3.3.7. Following the topsoil strip from the landscaped bunded/mounded areas, these soils (which substantially comprise reworked slag and imported sandy soils, which were the original soil arisings from the construction enabling works for the original power station, will be placed in the demolition excavations.
- 3.3.8. Suitable 'inert' crushed and screened materials will be used to restore the site to create 'level platforms' following demolition and removal of piles and foundations as detailed in Section 3.5 below.
- 3.3.9. The crushed material will be used to infill any voids as detailed in Section 3.6 below.

3.4. Removal of underground services

- 3.4.1. As part of the site restoration, redundant underground service drains, cables and piping will be removed from the site or (in the case of the underground GRP cooling water pipes) backfilled.

3.5. Treatment of piled foundations

- 3.5.1. The piled foundations (comprising pile caps and upper sections of the pile 'stems') for the site superstructures will be treated in the following manner:
 - It is proposed to remove piles to a depth of 2m below finished ground level.
 - The removal process is to be carried out with minimum disturbance to the surrounding ground.
 - After removal, the excavations will be backfilled principally with the original arisings, derived from the mounds/bunds on site (with the exception of the peripheral screening bund along the site's eastern boundary).

- An indicative schematic cross-section of proposed pile cap/stem treatment is included in the Appendices.

3.5.2. It has been established through discussions with Natural Resources Wales during the Environmental Permit surrender process, that removal of piles to their full depth is not sustainable and could cause downward migration of remnant historic contamination in soils and groundwater beneath the site.

3.6. Backfilling

3.6.1. Backfill earthworks will be carried out in general accordance with Series 600 Earthworks, under a Method Specification. Selection of materials and methods are summarised in a general specification, which is included in the Appendices.

3.7. Fencing

3.7.1. The boundary security fencing and site access gates will be retained in their current positions on site.

3.8. Levels

3.8.1. Site levels will be restored to an approximately level platform, as is currently the case across most of the site. Existing general 'site body' levels are shown on the topographic survey and are typically at 8.6m AOD. The topographic survey is included in the Appendices.

3.9. Noise and Dust Mitigation

3.9.1. Measures will be taken to ensure works on site do not generate unacceptable levels of noise or dust during the restoration of the site. These works will include:

- Damping of exposed surfaces during prolonged spells of dry weather;
- Sheeting of all loads which export demolition material from the site on to the public highway
- No vehicle will be allowed on the public highway unless its wheels are clean; and
- All plant and equipment used in the restoration works will be operated in accordance with the manufacturer's specification and will be fitted with any necessary noise mitigation equipment.

3.10. Timescales

3.10.1. It is currently envisaged that the dismantling, demolition and restoration of the site will follow the timetable below.

Item	Timeframe
Dismantling and recovery of plant, equipment and buildings to be removed	4 months

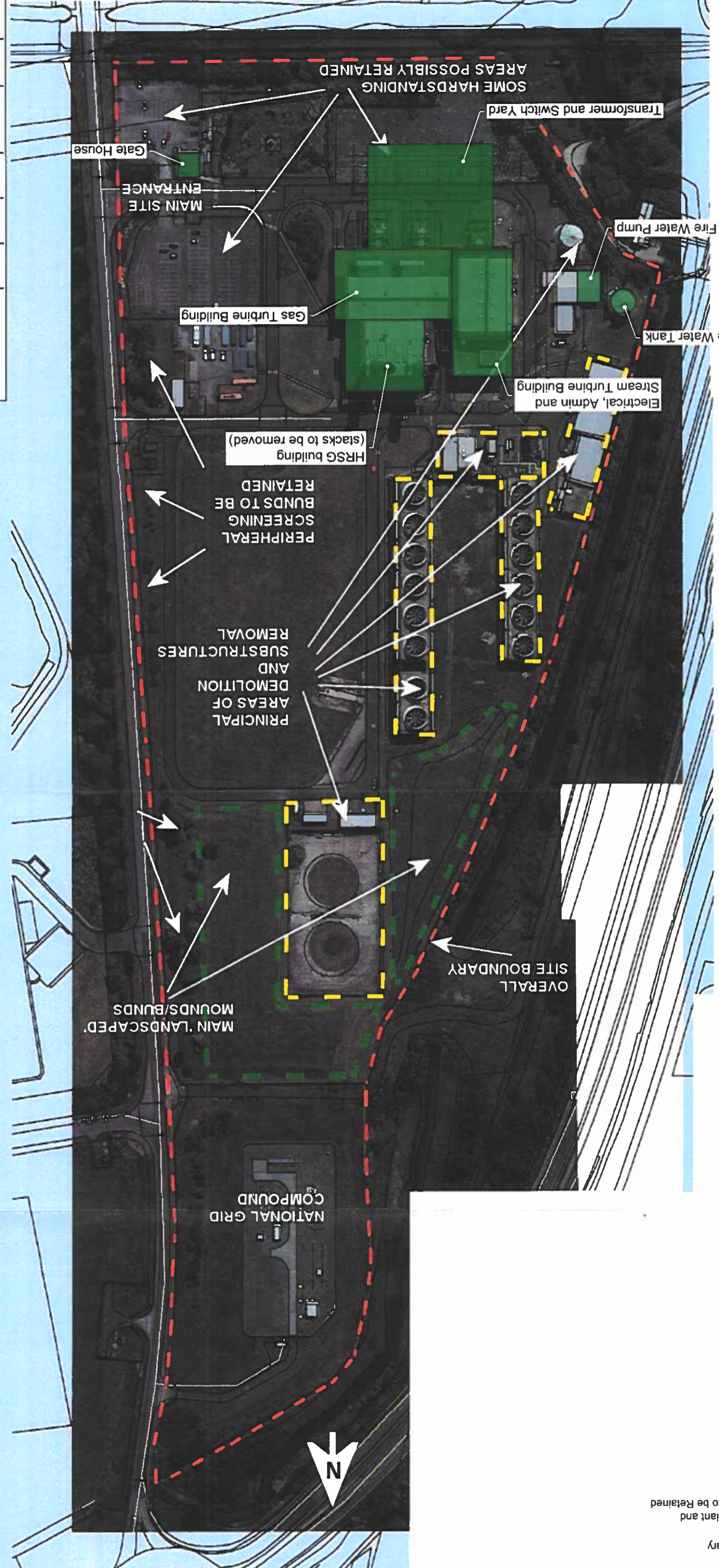
Demolition of remaining structures	4 months
Restoration	4 months
Total project timeframe	12 months

- 3.10.2. It is proposed that the start date, and consequent end date, for the project will be advised to the LPA within 3 months of the date of this report.
- 3.10.3. The restoration of the site is also subject to the Permit Surrender requirements of the Environmental Permitting (England and Wales) Regulations administered by Natural Resources Wales (NRW).
- 3.10.4. In conclusion the restoration of the site as proposed by this revised Restoration Scheme is considered the most appropriate approach to ensure that the proposed restoration works for the identified non-retained parts of the ongoing Power Station operations are undertaken to a satisfactory standard whilst minimising any potential environmental harm resulting from the proposed site restoration works.

4.0 DRAWINGS

- Drawing CRM.343.002.PL.D.003.B – Schematic Revised Replacement Site Restoration Plan

DRAWING NO: CRM.343.002.PL.D.003.B
 TITLE: Revised Restoration Plan
 PROJECT: Deeside Power Station Decommissioning
 DRAWN: MG
 CHECKED: KP
 DATE: Dec 2020
 SCALE: NTS / A3
 PROJECT REF: CRM.343.002
 CLIENT: Deeside Power (UK) Ltd
 Samuel House, 5 Fox Valley Way, Stocksbridge, Sheffield, S36 2AA



Key

- Buildings, Plant and Equipments to be Retained (Green box)
- Site Boundary (Dashed red line)



**THE COMMON SEAL of THE COUNTY)
COUNCIL OF FLINTSHIRE was hereunto)
affixed in the presence of:-)**

CHAIRMAN

ASSISTANT COUNTY SECRETARY

**THE COMMON SEAL of DEESIDE POWER)
DEVELOPMENT COMPANY LIMITED was)
hereunto affixed in the presence of:-)**

DIRECTOR

SECRETARY

Executed as a deed by
**FLINTSHIRE COUNTY
COUNCIL** by affixing its
common seal in the presence
of:



Chair

Chief Officer (Governance) / Legal Services Manager

A handwritten signature in black ink, consisting of a large loop and a trailing flourish.

Executed as a deed by
**DEESIDE POWER (UK)
LIMITED**

.....

Director

acting by
a director, in the presence of:

Witness signature

Witness name (block capitals)

Witness address

A small, faint handwritten mark or signature in the bottom right corner of the page.