
**AGREEMENT FOR THE TRANSFER OF BENEFIT OF THE NORTH
KILLINGHOLME (GENERATING STATION) ORDER 2014 AS
CORRECTED AND AMENDED BY THE NORTH KILLINGHOLME
(GENERATING STATION) (CORRECTION) ORDER 2015 AND THE
NORTH KILLINGHOLME (GENERATING STATION) (AMENDMENT)
ORDER 2021**

dated

[●]

by

C.GEN KILLINGHOLME LIMITED

and

UNIPER UK LIMITED

**Baker
McKenzie.**

Baker & McKenzie LLP
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Agreement for the Transfer of Benefit of the North Killingholme (Generating Station) Order 2014 as corrected and amended by the North Killingholme (Generating Station) (Correction) Order 2015 and the North Killingholme (Generating Station) (Amendment) Order 2021

This Deed is made on [●]

Between

C.Gen Killingholme Limited, a company incorporated in England and Wales (Company No.06422434) whose registered office is at 130 Shaftesbury Avenue, 2nd Floor, London, W1D 5EU (the "**Transferor**").

Uniper UK Limited, a company incorporated in England and Wales (Company No. 02796628) whose registered office is at Compton House 2300 The Crescent, Birmingham Business Park, Birmingham, England, B37 7YE (the "**Transferee**").

Recitals

- A. The North Killingholme (Generating Station) Order 2014 was made on 11 September 2014. It was subsequently corrected and amended by the North Killingholme (Generating Station) (Correction) Order 2015 made on 26 October 2015 and the North Killingholme (Generating Station) (Amendment) Order 2021 made on 16 September 2021
- B. The Transferor has the sole benefit of development consent under the Order for the authorised development, as described in Part 1 of Schedule 1 to the Order, and sole benefit of all other provisions of the Order.
- C. The Transferor has agreed to transfer all of the benefit of the provisions of the Order to the Transferee on the terms of this Deed, with effect from the Effective Date and pursuant to Article 6 of the Order.
- D. The purpose of this Deed is to set out that the full benefit of the Order will be transferred to the Transferee and the corresponding obligations that will be assumed by the Transferee following the transfer.

Operative provisions

1. Definitions and interpretation

1.1 In this Deed the following expressions shall have the following meanings:

"Effective Date" means the date of this Deed.

"Order" means The North Killingholme (Generating Station) Order 2014 made on 11 September 2014 as corrected and amended by The North Killingholme (Generating Station) (Correction) Order 2015 made on 26 October 2015 and The North Killingholme (Generating Station) (Amendment) Order 2021 made on 16 September 2021.

"Secretary of State" means the Secretary of State for the Department for Energy Security & Net Zero or such other minister or authority from time to time having or being entitled to exercise the powers now conferred on the Secretary of State for the Department for Energy Security & Net Zero under the Planning Act 2008.

"Transferred Benefit" means all of the benefit of the provisions of the Order.

1.2 Words importing the masculine gender also include the feminine gender and vice versa and words importing the neutral gender only include the masculine and/or the feminine gender and vice versa.

- 1.3 Words importing the singular number also include the plural number and vice versa.
- 1.4 References to any statute in this Deed shall include any statutory modification or re-enactment of it and any order regulation direction or other subordinate legislation thereunder for the time being in force.
- 1.5 The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.
- 1.6 The terms and expressions defined in the Order shall have the same meaning when used in this Deed unless defined in this Deed or the context otherwise requires.

2. Transfer

- 2.1 Pursuant to and in accordance with Article 6 of the Order and the Secretary of State's consent issued on [●], the Transferor transfers the Transferred Benefit to the Transferee as from the Effective Date.
- 2.2 The Transferee agrees to exercise all rights and benefits comprised in the Transferred Benefit subject to the same restrictions, liabilities and obligations as would apply under the Order if those rights and benefits were exercised by the Transferor.
- 2.3 The Transferor and the Transferee agree and acknowledge that the intent and effect of this Clause 2 is that all of the rights and benefits and associated obligations, restrictions and liabilities under the Order shall take effect and operate from the Effective Date as if the definition of "undertaker" in the Order means the Transferee.

3. Further assurance

Each party shall, and shall use all reasonable endeavours at their own cost to procure that any relevant third party shall, at their own respective cost execute and deliver such documents and perform such acts as may reasonably be required to give full effect to this Deed.

4. Third party rights

No person other than a party to this Deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

5. Severance

If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

6. Costs

Each Party shall pay its own costs in connection with the preparation and negotiation of this Deed or any matter contemplated herein.

7. Counterparts

This Deed may be executed in any number of counterparts (but shall not take effect until each party has executed at least one counterpart) each of which when executed shall be an original and which together shall have the same effect as if each party had executed the same document.

8. 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.

9. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

10. Delivery

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

Execution

Executed as a Deed by)
C.Gen Killingholme Limited)
acting)

By _____
Director _____
Director _____

Executed as a Deed by)
Uniper UK Limited)
acting by two directors:)

Director _____
Director _____