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To:
Benjamin Dove-Seymour
C.GEN Killingholme Limited

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Date: 28 August 2024

By email: [REDACTED]

Dear Mr Dove-Seymour

THE NORTH KILLINGHOLME (GENERATING STATION) ORDER 2014

**THE NORTH KILLINGHOLME (GENERATING STATION) (CORRECTION) ORDER
2015**

**THE NORTH KILLINGHOLME (GENERATING STATION) (AMENDMENT) ORDER
2021**

**TRANSFER OF THE TRANSMISSION ASSETS BY C.GEN KILLINGHOLME
LIMITED TO 'UNIPER UK LIMITED'**

Thank you for your emails of 26 and 27 June 2024 attaching an application on behalf of C.GEN Killingholme Limited ("the Transferor") with associated documents, formally requesting the consent of the Secretary of State to the transfer of the benefit of the North Killingholme (Generating Station) Order 2014, as corrected and amended (the "Order"), held by the Transferor to Uniper UK Limited ("the transferee"). The associated documents provided include:

- C.GEN Killingholme Limited Application Request Letter
- Unsigned Deed of Agreement for the Transfer of Benefit of the North Killingholme (Generating Station) Order 2014 (as corrected and amended) ("the draft Deed")

- Change of Name certificate dated 21st May 2015 of the company name from 'Enfield Energy Centre Limited' to 'Uniper UK Limited'
- Uniper UK Limited's s6 Licence

The request was made pursuant to Article 6 of the Order which states:

6.—(1) Subject to paragraph (2) the provisions of articles 9 to 11, 14 to 27 and 31 shall have effect only for the named undertaker and a person who is a transferee or lessee as defined in this article.

*(2) The named undertaker may, with the consent of the Secretary of State—
 (a) transfer to another person (the “transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; or
 (b) grant to another person (the “lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.*

(3) Where an agreement has been made in accordance with paragraph (2) references in this Order to the undertaker, except in paragraph (4), shall include references to the transferee or lessee.

(4) The exercise by a person of any benefits or rights conferred in accordance with any transferor grant under paragraph (2) shall be subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

Having considered the information contained within the application, the draft Deed, and other associated documents and noting that:

- The draft Deed defines the 'Order' as; 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.
- The draft Deed defines the “Transferred Benefit” as “all of the benefit of the provisions of the Order”.
- Clause 2 of the draft Deed states that the Transferor transfers the Transferred Benefit to the Transferee from the Effective Date (the day the deed is signed). The Transferee agrees to exercise all rights and benefits comprised in the Transferred Benefit and that they are subject to the same restrictions, liabilities and obligations as would apply under the Order if those rights and benefits were exercised by the Transferor. Both the Transferor and the Transferee agree and acknowledge that the intent and effect of Clause 2 of the draft Deed is that all of the rights and benefits and associated obligations, restrictions and liabilities

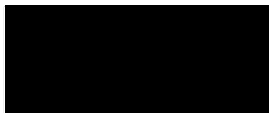
under the Order shall take effect and operate from the Effective Date as if the definition of “undertaker” in the Order means the Transferee.

- A change of name certificate from Companies House evidences the fact that the transferee was formerly named ‘Enfield Energy Centre Limited’ and changed its name to ‘Uniper UK Limited’ in May 2015.
- A copy of an electricity generation licence for Enfield Energy Centre Limited has been provided.
- There are compulsory acquisition (CA) provisions in the Order (Article 20 and 21), however the Transferee need not demonstrate that it is of sufficient standing to provide the funds required for the exercise of the CA powers contained in the Order, because the time limits for any claims for compensation and for the exercise of CA powers have elapsed (point 7 of CGEN’s application letter of 26.6.2024). Specifically, CA powers elapsed 5 years after the Order came into effect (Art 19)

The Secretary of State has considered your application letter and the documents you have supplied with your application and hereby consents to the transfer in the terms set out in the draft Deed, and requests that a copy of the signed Transfer Agreement, is served on the Secretary of State by C.GEN Killingholme Limited and Uniper UK Limited. Notification to the Marine Management Organisation (MMO) of this decision letter and the signed and dated Deed is requested for their information.

Please note that information about the transfers will be published on the Planning Inspectorate website.

Yours sincerely,



John Wheadon
Head of Energy Infrastructure Planning Delivery
Department of Energy Security & Net Zero