



Your ref: EN010059
Our ref: 28777/002/CT

Tracey Williams
Major Applications & Plans
The Planning Inspectorate
Temple Quay House
Temple Quay
Bristol BS1 6PN

Peter Brett Associates LLP
16 Brewhouse Yard
London
EC1V 4LJ
T: 020 7566 8600

By e-mail to
Hirwaun@infrastructure.gsi.gov.uk
With identical hard copy to follow by post

16th January 2015

Dear Tracey

Planning Act 2008
Application by Hirwaun Power Limited for an Order Granting Development Consent
for the Hirwaun Power Station

Please find enclosed a document reference ExA3 containing the answers to the Examining Authority's written questions contained in the Rule 17 request dated 9th January 2015. We are pleased to confirm that the S106 is in agreed form, which is contained in Appendix D in engrossed form, along with (Appendix E) copies of email confirmations from the parties to confirm agreement to it.

As agreed with you via e-mail of 13th January, we have answered question CA03-02 and not CA03-01 and have provided exact dates and, appended, a copy of the latest correspondence with all the Affected persons.

Other matters: HPL enclose Revision 6 to the draft Order which corrects a typo in Requirement 10 – “ecological management plan” has been corrected to the already defined term “ecological mitigation plan”. Clean (Word and PDF) and comparison versions are enclosed.

Please do not hesitate to get in touch with any queries.

Yours sincerely



Colin Turnbull MRTPI
For and on behalf of
PETER BRETT ASSOCIATES LLP

Registered Office: Caversham Bridge House, Waterman Place, Reading, Berkshire, RG1 8DN. UK. T: +44 (0)118 950 0761 F: +44 (0)118 959 7498
Peter Brett Associates LLP is a limited liability partnership and is registered in England and Wales with registered number OC334398.
A list of members' names is open to inspection at our registered office. Brett Consulting Limited is wholly owned by Peter Brett Associates LLP.
Registered number: 07765026.

Roger Tym & Partners is part of Peter Brett Associates LLP.

www.peterbrett.com



The Hirwaun Power (Gas Fired Power Station) Order

Responses to Examining Authority's Third Round of Written Questions contained in Rule 8(3) and Rule 17 Letter of 9 January 2015

Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

PINS Reference Number:	EN010059
Document Reference:	ExA 3
Regulation Number:	N/A
Examination Timetable Number:	N/A
Author:	HPL

Revision	Date	Description
0	January 2015	Examination version



Hirwaun Power Limited - Responses to Examining Authority's Third Round of Written Questions contained in Rule 8(3) and Rule 17 Letter of 9 January 2015

CA3-01 to the applicant

Paragraph 25 of the DCLG 'Guidance related to procedures for the compulsory acquisition of land' states that "Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail....."

Please can you provide a chronological table or tables summarising the discussions and correspondence that has taken place between the applicant and each of the Affected Persons with a view to avoiding the need for the exercise of compulsory powers. The table or tables will be published on the Hirwaun Power Station project pages of the National Infrastructure website; commercial and/or confidential details need not be given.

1. As confirmed by Tracey Williams in an email dated 13 January 2015, this question is answered by CA3-02.

CA3-02 to the applicant

Please provide an update to Doc ref WSCPO - Appendix 1, Rev 1 "Schedule of landowner negotiations as at 13 November 2014" which was part of your written response to the ExA 2nd round question CA2-01.

1. **Appendix A** to this response contains an update to the Schedule.
2. **Appendix B** to this response contains a comparison showing the changes made to the Schedule.
3. **Appendix C** to this response contains the last correspondence relating to an Affected Person where no agreement has been reached. Where an agreement has been reached and completed, no correspondence has been provided on the basis that there is a completed agreement in place. The Schedule in **Appendix A** cross refers to the last correspondence contained in **Appendix C**.

CA3-03 to the applicant

In Revision 3 of the Book of Reference, the Welsh Government's interests in some plots have been relocated from Part 2 (Category 3) and Part 3 (Easements or other private rights proposed to be interfered with, suspended or extinguished) to Part 4 (Crown interests). These are plots numbered 1_MS to 7_MS inclusive) in the Main Site, and plot 4_ER in the Electrical Connection [PD-017].

(a) This appears to recognise that, by s135(1) PA 2008, the DCO, if made, cannot authorise the compulsory acquisition of those Crown interests.

Can the applicant confirm the position?

(b) Paragraph 5 of Annex B to the DCLG 'Guidance related to procedures for the compulsory acquisition of land' states that "Section 135(2) of the Planning Act allows a development consent order to include any provision which applies "in relation to Crown land or rights benefiting the Crown", but only if the appropriate Crown authority consents to the inclusion of the provision. These provisions could include, for example, a power to use Crown land temporarily for construction or maintenance of a project.....".

Can the applicant provide evidence that the Welsh Government has given express consent to the terms of the latest draft of the DCO which relate to its interests?

1. (a) The Applicant can confirm that it is not compulsory acquiring the rights of the Crown. For plots 1_MS to 7_MS (inclusive), Part 1 of Section 1 to Revision 3 of the Book of Reference makes it clear that the interests owned by the Welsh Government are excepted. Similarly, for plot 4_ER, Part 1 of Section 3 to Revision 3 of the Book of Reference makes it clear that the interests owned by the Welsh Government are also excepted.
2. (b) The Welsh Government's consent is not required as the draft Development Consent Order (latest revision being Revision 6) has carved the Crown out of the provisions referred to in the ExA's question. The nature of the Crown's interest is, in all cases, rights to run services through any conduits and, in the case of plot 5_MS, a restrictive covenant not to obstruct the access way onto Main Avenue and to use reasonable endeavours to prevent it being obstructed. The draft Development Consent Order has carved out the Crown from Article 22 (Private Rights). For example:
 - (i) Under Article 22(1), where the Applicant acquires the freehold, then all private rights are extinguished. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown.
 - (ii) Under Article 22(2), where the Applicant acquires rights, then all private rights are suspended and unenforceable, or, where so notified by the Applicant, extinguished in so far as in either

case their continuance would be inconsistent with the exercise of the right. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown.

- (iii) Under Article 22(4), where the Applicant takes temporary possession under the Order (i.e. under Article 27 (temporary use of land for carrying out the authorised development) and Article 28 (temporary use of land for maintaining the authorised development), then all private rights over such land are suspended and unenforceable for as long as the Applicant remains in lawful possession of the land and in so far as their continuance would be inconsistent with the exercise of the temporary possession of that land. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown.

DCO3-01 to the applicant

Can the applicant provide an update on the current status of the negotiations for the S106 Agreement relating to:

- *Power Station Habitat Management;*
- *Bat Mitigation; and*
- *Emissions monitoring*

1. The Applicant can confirm that the Section 106 Agreement has been agreed and is currently being executed by the parties. We attach a copy of the engrossed Section 106 Agreement in **Appendix D** to this response. As soon as the Section 106 Agreement has been executed by all parties and completed, we will provide a certified copy to the ExA. We hope that this will be before the close of the Examination, but in case this does not happen (as you will appreciate, the sealing process is outside the Applicant's direct control), **Appendix E** to this response contains email confirmation from all parties that the Section 106 Agreement is in agreed form and can be completed once all parties have signed.
2. Power Station Habitat Management: This will be delivered via Requirement 10 of the draft Development Consent Order, which requires the production of a written Ecological Management Plan. The measures to be included in the written Ecological Management Plan must include the measures identified in the ecological mitigation plan, revision 1.0, dated September 2014, figure 11.5 and section 8.7 of the environmental statement. Requirement 10 states that the Ecological Management Plan must be approved by the relevant planning authority (Rhondda Cynon Taff County Borough Council ("**RCT**") prior to commencement. General Power Station Habitat Management does not, therefore, form part of the Section 106 Agreement, as it will instead be delivered via Requirement 10.

3. The engrossed Section 106 Agreement does include specific provisions relating to various reinstatement activities in respect of a bog that is within the Hirwaun Industrial Estate Site of Importance for Nature Conservation (SINC), but not within the Order Limits or the Order Land. The "Bog Reinstatement Activities Area" (as it is termed in the Section 106 Agreement) is to the north of the main power station site and is within the land ownership of the Applicant (the area is hatched blue on the plan contained in Appendix 1 to the Section 106 Agreement).
4. It is agreed between the Applicant and RCT that RCT will carry out the "Bog Reinstatement Activities" (as defined in the Section 106 Agreement).
5. Under paragraph 9, Schedule 1 of the Section 106 Agreement, the Applicant provides RCT access to the Bog Reinstatement Activities Area in order to carry out the Bog Reinstatement Activities. The activities include the possible implementation of hydrological monitoring, drain blocking and associated habitat management to help restore the bog.
6. These activities should improve the hydrological balance of the Hirwaun Industrial Estate SINC, by reducing the perceived problem of excess drainage. Raising the water table would encourage the re-establishment of more ecologically diverse habitats and reduce the dominance of species such as purple moor-grass. This is in accordance with RCT policies in the adopted Local Development Plan (2011 – 2021).
7. Bat Mitigation: Bat Mitigation measures are secured via Requirement 10 of the draft Development Consent Order and via the Construction Environmental Management Plan ("**CEMP**") which is secured via Requirement 12 of the draft Development Consent Order. This is consistent with the Mitigation Commitments Register, document reference MCR, Revision 0, which is secured via Requirement 4(6). Replacement bat roost provision will be in accordance with the draft ecological mitigation plan referred to in Requirement 10.
8. Exact details of bat mitigation will be further secured via the requirement to obtain a European Protected Species (EPS) derogation licence from Natural Resources Wales ("**NRW**") under the Conservation of Habitats and Species Regulations (2010, as amended).
9. A draft EPS derogation licence was submitted with the Application (document reference 6.2.0 Environmental Statement Appendices Volume D, Appendix 8.9). NRW confirmed agreement in principle to this in Areas of Agreement Between Hirwaun Power Limited and the Natural Resources Body for Wales Statement of Common Ground (document reference SNRW, Revision 1, October 2014).

10. Bat Mitigation does not, therefore, form part of the Section 106 Agreement, as it will instead be delivered via Requirements 10 and 12 of the draft Development Consent Order, and via obtaining an EPS derogation licence from NRW.
11. Emissions monitoring: To clarify, the Section 106 Agreement in respect of air quality relates to ambient air monitoring with diffusion tubes and not emissions monitoring as such. Paragraphs 3 to 5 (inclusive), Schedule 1 of the Section 106 Agreement and paragraphs 1.4 to 1.5 (inclusive), Schedule 2 of the Section 106 Agreement make provision for air quality monitoring in order to provide information on background concentrations of nitrogen oxides (NO_x) (including nitrogen dioxide (NO₂) and nitric oxide (NO)) over sensitive habitats in the Cors Bryn-y-Gaer SSSI, to establish current and pre-operational baseline concentrations of these pollutants and determine temporal trends in their concentrations.
12. The operational mitigation set out in the response to the written summary of the Applicant's case relates to stack emissions monitoring which will be delivered as a condition of the environmental permit when granted by NRW, which is the appropriate mechanism for securing any such emissions monitoring rather than the Development Consent Order.

DCO3-02 to the applicant

Can the applicant provide a definition of "rated electrical output" in gross and net terms?

1. In its letter dated 22 December 2014 at paragraph 1.2, the Applicant provided the ExA with a definition of "rated electrical output" in both gross and net terms. These definitions have been approved by the Environment Agency on a project being promoted by the Applicant's sister company, Progress Power Limited (PINS Ref: EN010060). We repeat these definitions below.
2. For the reasons that the Applicant has previously explained to the ExA in its written answers and in oral hearings, the Applicant's position is that "rated electrical output" should be net.
3. Suggested definitions:
 - 3.1 ***"Net rated electrical output"** means the net electrical power as calculated by subtracting the energy used to operate the plant from the gross electrical power, and determined in accordance with standards agreed with the regulating authority under the Environmental Permitting (England and Wales) Regulations 2010 (as amended) or subsequent legislation.*

3.1.1 In the event that the ExA wishes to recommend the inclusion of this definition, then the word "*net*" would need to be inserted before "*rated*" in the second line of the preamble to Schedule 1.

3.2 ***""Gross rated electrical output"*** means the gross electrical power as measured at the generator terminals in accordance with standards agreed with the regulating authority under the Environmental Permitting (England and Wales) Regulations 2010 (as amended) or subsequent legislation."

3.2.1 In the event that the ExA wishes to recommend the inclusion of this definition, then the word "*gross*" would need to be inserted before "*rated*" in the second line of the preamble to Schedule 1.

Appendix A

**Update to Doc ref WSCPO - Appendix 1, Rev 1 “Schedule of
landowner negotiations as at 13 November 2014”**

HPL – DCO APPLICATION

EXAMINING AUTHORITY 3RD QUESTIONS DATED 9 JANUARY 2015

APPLICANT RESPONSE TO CA-302 – APPENDIX A - AS AT 15 JANUARY 2015

The Planning Act 2008

The Hirwaun Power (Gas Fired Power Station) Order

Update of 15 January 2015 to Appendix 1 to the Written summary of the Applicant's oral case put at the Compulsory Acquisition hearing (24 September 2014) with cross references to copies of the most recent correspondence with Affected Persons (copies provided at Appendix C to Applicant Response to CA-302)

EXAMINING AUTHORITY Reference Number: EN010059

Document Reference: WSCPO Rev 2

Author: Hirwaun Power Limited

Notes: No copy documents are provided where (a) compulsory acquisition is not sought in respect of the land/interest identified; (b) where commercial agreement has been completed; or (c) Protective Provisions, Written Representations, Statements of Common Ground or other publicly available documents have been used to resolve land acquisition issues.

Schedule of land owner negotiations as at 15 January 2015 (relating to the pink, blue and yellow land shown on the Land Plans)

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
International Greetings UK Limited	Freehold (excluding mines and minerals)	1_MS, 2_MS, 4_MS and 7_MS	<p>An Option Agreement was signed and completed for the acquisition of the freehold title on 5 June 2013.</p> <p>No relevant representation has been submitted by International Greetings UK Limited.</p>	N/A
	Freehold	3_MS, 5_MS and 6_MS	<p>The Applicant made an offer (in respect of an easement for the Gas Connection, the Electrical Connection and temporary use of land) on 7 February 2014. The Applicant chased International Greetings UK Limited by letter on 7 August 2014, 2 September 2014, 10 September 2014 and 12 November 2014 and matters are now progressing. Draft documentation has been exchanged between the parties.</p> <p>Whilst draft documentation is in circulation, there is on-going discussion about the ownership of the subsoil in the gas route plot. International Greetings UK Limited states the subsoil is not within its ownership but advisers to the Applicant believe it is within International Greetings UK Limited's power to grant an easement over the subsoil by operation of law.</p> <p>No relevant representation has been submitted by International Greetings UK Limited.</p>	Appendix C.21
	Freehold (subsoil)	1_GR, 1a_GR, 1b_GR, 3_GR, 3a_GR, 3b_GR, 1_ER		Appendix C.21
International Greetings UK Limited / unknown	Freehold	2_GR, 2a_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) on 7 February 2014. International Greetings UK Limited does not accept ownership of these plots. Accordingly, the Applicant erected notices at the site on 14 April 2014, but to date no one has come forward.</p> <p>No relevant representation has been submitted by International</p>	Appendix C.21

Affected Person		Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
				Greetings UK Limited or anyone else in respect of these plots	
HSBC Bank Plc		Rights	1_MS, 2_MS, 3_MS, 4_MS, 5_MS, 6_MS and 7_MS	HSBC is the mortgagee to International Greetings UK Limited. An Option Agreement has been signed and completed with International Greetings UK Limited for the acquisition of the freehold title. No relevant representation has been submitted by HSBC.	N/A – See International Greetings.
Unknown		Freehold (mines and minerals)	1_MS, 2_MS, 4_MS and 7_MS	The mines and minerals are excluded from the title to International Greetings UK Limited. Despite diligent inquiry, the Applicant has been unable to identify the owner of the mines and minerals. No relevant representation has been submitted in respect of the mines and minerals in these plots.	N/A
Western Distribution Wales) plc	Power (South	Lessee/ Occupier	2_MS and 6_MS	Protective provisions have been agreed with Western Power Distribution (South Wales) plc and are included at Schedule 9, Part 2 of the draft DCO.	N/A
		Rights	1_MS, 3_MS, 5_MS, 1_GR, 1a_GR, 1b_GR, 4_GR, 4a_GR, 4b_GR, 5_GR, 5a_GR, 6_GR, 6a_GR, 6b_GR, 6c_GR, 7_GR, 7a_GR, 7b_GR, 8_GR, 9_GR, 11_GR, 11a_GR, 1_ER, 2_ER, 3_ER, 4_ER	Western Power Distribution (South Wales) plc has confirmed to the Examining Authority in its Written Representation dated 21 August 2014 that the agreed protective provisions are considered to be appropriate for the proposed impact of the development on Western Power's assets. Western Power also confirms in its letter that it no longer wishes to be considered an interested party and has no objection to the terms of the DCO, including CA powers.	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
British Telecommunications plc	Rights	1_MS, 3_MS, 4_MS, 5_MS, 6_MS, 7_MS, 1_GR, 1a_GR, 1b_GR, 2_GR, 2a_GR, 3_GR, 3a_GR, 1_ER	<p>The Applicant first wrote to British Telecommunications plc on 13 December 2013, and wrote again on 24 April 2014 to confirm that the application had been accepted.</p> <p>On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by British Telecommunications plc, inviting British Telecommunications plc to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request on 7 August 2014 and 15 September 2014. No response was received.</p> <p>To protect the rights of British Telecommunications plc, the Applicant has included at Schedule 9, Part 5 of the draft DCO protective provisions for the operators of electronic communications code networks. Further to these, the Applicant again wrote on 2 October 2014 inviting comments on the protective provisions. The Applicant's letter dated 2 October 2014 was returned with a statement that it had been received by the wrong department. Following several calls to British Telecommunications plc's national notice handling centre to clarify the correct procedure for obtaining comments on the protective provisions, the Applicant's letter was re-submitted to British Telecommunications plc's South Wales Network Alterations email address on 12 November 2014 with a request that British Telecommunications plc positively confirm in writing that it accepts the principle of the compulsory acquisition to the extent it is necessary and that it accepts the protective provisions set out in the draft DCO. No response has been received to date.</p> <p>No relevant representation has been submitted by British Telecommunications plc.</p>	Appendix C.2
The Honourable John Crichton-Stuart, Marquis	Rights	1_MS, 2_MS, 3_MS, 4_MS,	The Applicant first wrote to The Honourable John Crichton-Stuart on 14 October 2013, and wrote again with an update to the application on 13	Appendix C.15

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
of Bute and Earl of Dumfries		5_MS, 6_MS, 7_MS, 7_GR, 7a_GR, 7b_GR, 11_GR, 11a_GR, 5_ER, 6_ER	<p>December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>On 26 June 2014 the Applicant wrote setting out the relevant rights and restrictive covenants enjoyed by The Honourable John Crichton-Stuart, inviting The Honourable John Crichton-Stuart to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request by letter on 7 August 2014. In a telephone call on 14 August 2014, The Honourable John Crichton-Stuart's land agent indicated he would be willing to enter into an agreement on his rights.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions at Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur.</p> <p>The Applicant wrote to The Honourable John Crichton-Stuart on 31 October 2014 with a proposed, simplified form of agreement and explaining the operation of the draft DCO and protective provisions. Discussions with the Honourable John Crichton-Stuart's land agent and the Applicant's solicitors were on-going through November 2014.</p> <p>As there had been no response from the Honourable John Crichton-Stuart's land agent by 13 January 2013, the Applicant emailed to request a costs estimate for professional fees to enable discussions to progress and continues to await a response.</p> <p>No relevant representation has been submitted by The Honourable John Crichton-Stuart.</p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
	Freehold (mines and minerals)	11_GR, 11a_GR	Whilst the Book of Reference identifies The Honourable John Crichton-Stuart as the owner of mines and minerals in this plot, the applicable conveyances are old and illegible. Accordingly, the Applicant has requested that Tower Regeneration Limited confirm the ownership of the mines and minerals given that Tower Regeneration Limited owns the surface freehold and had submitted a planning application to extract coal from this plot. The Applicant understands from Tower Regeneration Limited that it does have the benefit of the minerals.	N/A - See Tower Regeneration Limited.
The Welsh Government	Rights	1_MS, 2_MS, 3_MS, 4_MS, 5_MS, 6_MS, 7_MS, 4_ER	<p>The Applicant can confirm that it is not compulsorily acquiring the rights of the Crown. For plots 1_MS to 7_MS (inclusive), Part 1 of Section 1 to Revision 3 of the Book of Reference makes it clear that the interests owned by the Welsh Government are excepted. Similarly, for plot 4_ER, Part 1 of Section 3 to Revision 3 of the Book of Reference makes it clear that the interests owned by the Welsh Government are also excepted.</p> <p>In addition, the Welsh Government's consent is not required as the draft DCO has carved the Crown out of Article 22 (Private Rights). For example:</p> <ul style="list-style-type: none"> (i) Under Article 22(1), where the Applicant acquires the freehold, then all private rights are extinguished. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown. (ii) Under Article 22(2), where the Applicant acquires rights, then all private rights are suspended and unenforceable, or, where so notified by the Applicant, extinguished in so far as in either case their continuance would be inconsistent with the exercise of the right. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown. 	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>(iii) Under Article 22(4), where the Applicant takes temporary possession under the DCO (i.e. under Article 27 (temporary use of land for carrying out the authorised development) and Article 28 (temporary use of land for maintaining the authorised development), then all private rights over such land are suspended and unenforceable for as long as the Applicant remains in lawful possession of the land and in so far as their continuance would be inconsistent with the exercise of the temporary possession of that land. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown.</p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
Wales & West Utilities Limited	Rights	1_MS, 2_MS, 4_MS, 5_MS, 1_GR, 1a_GR, 1b_GR, 4_GR, 4a_GR, 4b_GR, 6b_GR, 1_ER, 2_ER, 5_ER	<p>The Applicant first wrote to Wales & West Utilities Limited on 13 December 2013, and wrote again on 24 April 2014 to confirm that the application had been accepted.</p> <p>On 26 June 2014 the Applicant wrote setting out the relevant interests enjoyed by Wales & West Utilities Limited, inviting Wales & West Utilities Limited to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request on 7 August 2014 and 15 September 2014. No response was received.</p> <p>To protect the rights of Wales & West Utilities Limited, the Applicant has included at Schedule 9, Part 3 in the draft DCO protective provisions for the protection of electricity, gas, water and sewerage undertakers. On 2 October 2014, the Applicant wrote to Wales & West Utilities Limited inviting comments on these protective provisions but no substantive response has been received to date although Wales & West Utilities Limited has contacted the Applicant's solicitors to acknowledge receipt of correspondence and request further information. The Applicant's solicitors provided copy site plans to Wales & West Utilities Limited on 21 October 2014 and has not received any response.</p> <p>No relevant representation has been submitted by Wales & West Utilities Limited.</p>	Appendix C.17
Green Frog Power 214 Limited	Freehold (subsoil)	3b_GR	<p>The Applicant issued a draft Option to Green Frog on 5 February 2014. Green Frog confirmed on 8 May 2014 that they could now agree the proposed heads of terms. Since then, the Applicant has chased to progress matters by on 5 June 2014, 1 July 2014, 17 July 2014, 6 August 2014, 2 September 2014, 11 September 2014. Following failure in delivery to the email address provided for Green Frog, the Applicant chased by telephone on 10 October 2014 and 29 October</p>	Appendix C.11

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>2014. No response has been received to date (apart from a comment on two occasions that the relevant person at Green Frog has been on leave and that Green Frog's lawyers would revert to the Applicant once they had managed to speak with this relevant person).</p> <p>The Applicant chased again by telephone on 15 January 2015 and was advised that the partner dealing with the matter would respond with an update.</p> <p>No relevant representation has been submitted by Green Frog.</p>	
	Rights	5_MS	<p>Regarding Green Frog's right of access situated off Main Avenue, the Applicant wrote to Green Frog on 26 June 2014 to advise that Green Frog would continue to enjoy this access from Main Avenue and that the Applicant proposes to enter into a side agreement with Green Frog that would have the effect of granting back the right of access to ensure that Green Frog's access remains uninterrupted. As above, the Applicant chased to progress matters by telephone and email on 5 June 2014, 1 July 2014, 17 July 2014, 6 August 2014, 2 September 2014, 11 September 2014. Following failure in delivery to the email address provided for Green Frog, the Applicant chased by telephone on 10 October 2014 and 29 October 2014.</p> <p>To protect rights of access (as well as rights to connect to, use, maintain, repair or renew services), the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. This will ensure that Green Frog's rights of access remain uninterrupted.</p> <p>On 31 October 2014 the Applicant wrote to Green Frog explaining these protective provisions and proposing a form of agreement in relation to the proposed interference with Green Frog's rights. This</p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Green Frog.</p>	
Rhondda Cynon Taf County Borough Council	Freehold (as adopted highway)	1_GR, 1a_GR, 1b_GR, 3_GR, 3a_GR, 3b_GR, 4_GR, 4a_GR, 4b_GR, 5_GR, 5a_GR, 8_GR, 8a_GR, 8b_GR, 9_GR, 9a_GR, 9b_GR, 1_ER, 2_ER, 3_ER, 4_ER	<p>As adopted highway, the Applicant will be relying on the streets powers in Part 3 of the draft DCO and not compulsory acquisition.</p> <p>In the Statement of Common Ground between the Applicant and the Council (document reference SRCT), the Council agrees that Part 3 of the draft DCO provides sufficient control to the Council in respect of transport and highways matters and that the draft DCO is acceptable and capable of being made.</p>	N/A
	Rights	11_GR, 11a_GR	<p>The Applicant has been in discussions with the Council and to date no agreement is being progressed between the Applicant and the Council. This land is in the freehold ownership of Tower Regeneration Limited, and the Applicant is in discussions with Tower Regeneration Limited regarding the acquisition of the freehold (plot 11_GR) and the temporary use of land (plot 11a_GR).</p> <p>The Council has not objected to the application and has not issued a Relevant Representation or a Written Representation in respect of these plots.</p>	N/A – See Tower Regeneration Limited.
Ashtenne (AIF) Limited	Freehold (subsoil)	3a_GR, 1_ER	The Applicant and Ashtenne are in advanced discussions regarding the grant of an easement for the proposed Electrical Connection through Ashtenne's subsoil below the adopted highway in plot 1_ER.	Appendix C.1

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
	Rights	5_ER, 6_ER	<p>This agreement would also cover the Applicant's temporary use of plot 3a_GR, although it is noted that again Ashtenne's interest is only in respect of the subsoil and the Applicant does not intend to carry out below surface works on this plot.</p> <p>A key concern of Ashtenne is ensuring that the easement does not permanently reduce the ability to access its existing estates or land in any way, or would hinder its on-going operation or redevelopment potential. The Applicant is able to confirm that the easements would not permanently reduce Ashtenne's ability to access its estates or land or hinder its on-going operation or redevelopment potential.</p> <p>There was extensive contact between the Applicant and its representatives and Ashtenne and its representatives between 5 February 2014 (when draft easement plans, heads of terms, option agreements and deed of easements were sent by the Applicant) and 29 August 2014.</p> <p>On 27 October 2014, solicitors for Ashtenne wrote to confirm that it continued to negotiate with the Applicant in relation to its interests in land that might be affected by the DCO. The Applicant's solicitor received detailed comments on the proposed option agreements and easements from the solicitor acting for Ashtenne in October and responded to these at the beginning of November. The Applicant's solicitor received mark ups of the option and easement from the solicitor acting for Ashtenne on 17 November 2014. The mark-ups were subject to Ashtenne's agent's comments on some points. The Applicant's solicitor reviewed the mark-ups, option and easement and responded to Ashtenne's solicitor on 11 December 2014 to confirm that there were a number of points where she would need to take instructions and asking Ashtenne's solicitor to confirm if further instructions had been received from Ashtenne's land agent. A response is currently awaited in relation to Ashtenne's agent's</p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>instructions and in the meantime, the Applicants solicitor and the Applicant are arranging a call to go through the current mark ups of the option and easement. The Applicant and Ashtenne are liaising in relation to its rights in Plots 5_ER and 6_ER as part of these discussions. The Applicant and Ashtenne are aiming to reach agreement as quickly as possible.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur.</p> <p>The Applicant contacted Ashtenne, seeking to progress negotiations on these rights, on 26 June 2014, 7 August 2014, 2 September 2014, 10 September 2014, 15 September 2014 and 13 October 2014. In a letter dated 30 October 2014 and emails dating up to 1 December 2014, the parties corresponded to finalise respective understandings of areas of land to be affected by the project.</p> <p>Ashtenne confirmed in its Written Representation submitted at Deadline 2 that it would have no objection.</p>	
Ashtenne Industrial Fund Nominee No.1 Limited	Freehold (subsoil)	3a_GR, 1_ER	The position is the same as for Ashtenne (AIF) Limited above.	Appendix C.1
Carol Ann Jenkins	Freehold (subsoil)	4_GR, 4a_GR, 4b_GR, 5_GR, 5a_GR, 8_GR, 8a_GR, 8b_GR	The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) on 5 February 2014. Verbal communication was exchanged and a meeting was held on 2 April 2014. Following this meeting, the Applicant issued a revised offer on 28 May 2014, with counter-offers being made on 29 July 2014 and	Appendix C.3

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
	Freehold	6_GR, 6a_GR, 6b_GR, 6c_GR	correspondence being exchanged through August 2014, September 2014 and October 2014.	
	Freehold (excluding mines and minerals)	7_GR, 7a_GR, 7b_GR	<p>Discussions were held in parallel with Ifan Geraint Jenkins and Eunice Davies for the grant of an easement for the Gas Connection and temporary use of land for the construction of the Gas Connection.</p> <p>A meeting was held in Wales on 4 November 2014 resulting in a commercial agreement in principle. The landowners have appointed solicitors and the Applicant's solicitor prepared an updated version of the option agreement and easement to reflect the new commercial terms. In an email to the Examining Authority dated 8 January 2014, the parties confirmed that the agreement is at an advanced stage and anticipated to complete before the end of January 2015.</p> <p>No relevant representation has been submitted by Carol Ann Jenkins.</p>	
Ifan Geraint Jenkins	Freehold	6c_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) on 5 February 2014. Verbal communication was exchanged and a meeting was held on 2 April 2014. Following this meeting, the Applicant issued a revised offer on 28 May 2014, with counter-offers being made on 28 July 2014 and correspondence being exchanged through August 2014, September 2014 and October 2014.</p> <p>Discussions were held in parallel with Carol Ann Jenkins and Eunice Davies for the grant of an easement for the Gas Connection and temporary use of land for the construction of the Gas Connection.</p> <p>A meeting was held in Wales on 4 November 2014 resulting in a commercial agreement in principle. The landowners have appointed solicitors and the Applicant's solicitor prepared an updated version of the option agreement and easement to reflect the new commercial</p>	Appendix C.3
	Occupier	6_GR, 6a_GR, 6b_GR, 7a_GR, 7b_GR		

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>terms. In an email to the Examining Authority dated 8 January 2014, the parties confirmed that the agreement is at an advanced stage and anticipated to complete before the end of January 2015.</p> <p>No relevant representation has been submitted by Ifan Geraint Jenkins.</p>	
Eunice Davies	Freehold (excluding mines and minerals)	7_GR, 7a_GR, 7b_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) on 5 February 2014. Verbal communication was exchanged and a meeting was held on 2 April 2014. Following this meeting, the Applicant issued a revised offer on 28 May 2014, with counter-offers being made on 29 July 2014 and correspondence being exchanged through August 2014, September 2014 and October 2014.</p> <p>Discussions in parallel with Carol Ann Jenkins and Ifan Geraint Jenkins were held for the grant of an easement for the Gas Connection and temporary use of land for the construction of the Gas Connection.</p> <p>A meeting was held in Wales on 4 November 2014 resulting in a commercial agreement in principle. The landowners have appointed solicitors and the Applicant's solicitor prepared an updated version of the option agreement and easement to reflect the new commercial terms. In an email to the Examining Authority dated 8 January 2014, the parties confirmed that the agreement is at an advanced stage and anticipated to complete before the end of January 2015.</p> <p>No relevant representation has been submitted by Eunice Davies.</p>	Appendix C.3
	Freehold (subsoil)	8_GR, 8a_GR, 8b_GR		
Unknown	Freehold (mines and minerals)	7_GR, 7a_GR, 7b_GR	The mines and minerals are excluded from the title to Eunice Davies and Carol Ann Jenkins. The Applicant has been unable to identify the owner of the mines and minerals.	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			No relevant representation has been submitted in respect of the mines and minerals in these plots.	
Ceridwyn Short	Freehold (subsoil)	9_GR, 9b_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection, temporary use of land and acquisition of freehold) on 7 February 2014. Communication was received stating that Ceridwyn Short did not wish to engage in discussions. The Applicant requested a meeting to discuss why the easement is required and the terms of the offer, but this was not taken up by the Affected Person. A revised offer was issued on 28 May 2014 and the Applicant made a further request to meet to discuss the terms of the offer in June 2014. The Applicant chased again on 1 September 2014 and as at 13 November 2014, no progress has been made, despite requesting a meeting or response from the appointed agent.</p> <p>In early December 2014 the landowners confirmed that Andrew Thomas of Herbert R Thomas LLP was appointed to represent them. A meeting was held with the new agent on 11 December 2014 in Cardiff and subsequently an offer was made on 17 December 2014 and accepted by the agent as reasonable on 19 December 2014. It should also be noted that a transfer of the relevant land has been made from C Short to Stephen Vernon Short, registered at the Land Registry on 24 July 2014. Relevant documents were passed by the Applicant to C Short's solicitor on 14 January 2015 to enable negotiations to progress.</p> <p>No relevant representation has been submitted by Ceridwyn Short.</p>	Appendix C.7
	Freehold (excluding mines and minerals)	10_GR, 10a_GR		
Unknown	Freehold (mines and minerals)	10_GR, 10a_GR	<p>The mines and minerals are excluded from the title to Ceridwyn Short. The Applicant has been unable to identify the owner of the mines and minerals.</p> <p>No relevant representation has been submitted in respect of the mines</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			and minerals in this plot.	
Tower Regeneration Limited	Freehold (subsoil)	9_GR, 9a_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection, temporary use of land and acquisition of freehold) on 5 February 2014. The Applicant and TRL held meetings on 23 and 30 July 2014, following which revised heads of terms were provided to TRL in August 2014. TRL issued a counter-offer in September 2013 and the Applicant sought some clarifications from TRL on its proposed offer. These clarifications were provided on 17 September 2014, and discussed with TRL on 18 September 2014. A meeting to progress the heads of terms was held on 1 October 2014 and an updated offer was subsequently made by the Applicant in writing. Both TRL and the Applicant are working together to reach agreement on the terms of the easement for the Gas Connection, temporary use of land and acquisition of freehold as quickly as possible. On 11 November 2014 the Applicant's solicitors agreed to give a further undertaking to Tower Regeneration Limited in relation to incurred and anticipated fees.</p> <p>As at 15 January 2015, TRL and the Applicant confirm that the key principles for an agreement have been agreed and that TRL has agreed to the Applicant preparing a draft commercial agreement that reflects the agreed key principles. The Applicant is therefore preparing this commercial agreement, following which it anticipates that negotiations will take place with TRL over the drafting leading to a document to be completed by both parties.</p> <p>The Applicant notes that TRL submitted an application under section 73 of the Town and Country Planning Act 1990 (ref 13/0859/15) ") to amend the area where the excavation of minerals is permitted to allow extraction to be carried out in respect of plots numbered 10_GR, 10a_GR, 11_GR and 11a_GR. This application was refused on 28 October 2014 and, as far as the Applicant is aware, no appeal has been lodged. As such, the Applicant can confirm that it will not be</p>	Appendix C.16
	Freehold (excluding mines and minerals)	11_GR, 11a_GR		
	Lessee/ Occupier	10_GR, 10a_GR		

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			interfering with any rights of Tower to excavate minerals.	
Forward Sound Limited	Rights	11_GR, 11a_GR	<p>Forward Sound Limited is the mortgagee to Tower Regeneration Limited. As stated above, both TRL and the Applicant are working together to reach agreement on the terms of the easement for the Gas Connection, temporary use of land and acquisition of freehold as quickly as possible.</p> <p>No relevant representation has been submitted by Forward Sound Limited.</p>	N/A – Mortgagee to Tower Regeneration Limited.
Tower Colliery Limited	Rights	11_GR, 11a_GR	Please see the position in respect of Tower Regeneration Limited.	N/A – See Tower Regeneration Limited.
Celtic Energy Limited	Rights	5_GR, 5a_GR, 6_GR, 6a_GR, 6b_GR, 7_GR, 7a_GR	<p>The Applicant first wrote to Celtic Energy Limited on 4 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Celtic Energy Limited, inviting Celtic Energy Limited to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Celtic Energy's rights to connect etc. to and use conduits and access such conduits subject to the Applicant not interfering with any existing rights to connect etc. to and use conduits unless and until replacement apparatus has been brought into operation and the Applicant providing alternative access to such conduits).</p> <p>The Applicant chased for a response to this request on 7 August 2014 and 15 September 2014. No written response was received.</p>	Appendix C.6

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Part 5 of Schedule 9 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. On 13 October 2014, the Applicant wrote to Celtic Energy Limited inviting comments on these protective provisions and Celtic Energy replied requesting copies of the Applicant's letter from June 2014. On 31 October 2014, the Applicant wrote to Celtic Energy Limited proposing a form of agreement in relation to the proposed interference with Celtic Energy Limited's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No substantive response has been received to date.</p> <p>No relevant representation has been submitted by Celtic Energy Limited.</p>	
The Coal Authority	Unknown matters	7_GR, 7a_GR	<p>The Coal Authority has been in discussions with the Applicant and has not objected to the application. As the matters are unknown, no agreement is currently being progressed.</p> <p>The Coal Authority has not submitted a Written Representation (and its Relevant Representation was concerned with the imposition of a Requirement on the draft DCO which has since been agreed between the Applicant and the Coal Authority).</p> <p>The Coal Authority has also confirmed that it has no concerns with the approach in the draft DCO regarding the loss of potential mineral working area (please see the Applicant's comments on Written Representations, document reference WR1).</p>	N/A
	Rights	10_GR,	The Coal Authority has been in discussions with the Applicant and has not objected to the application. The Coal Authority has confirmed that	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
		10a_GR	<p>it has no concerns with the approach in the draft DCO regarding the loss of potential mineral working area in respect of these plots (please see the Applicant's comments on Written Representations, document reference WR1).</p> <p>The Coal Authority has not submitted a Written Representation (and its Relevant Representation was concerned with the imposition of a Requirement on the draft DCO which has since been agreed between the Applicant and the Coal Authority).</p>	
British Gas Trading Limited	Rights	10_GR, 10a_GR	<p>National Grid Gas Plc has confirmed to the Applicant that it now has the benefit of the rights and easements noted in the Book of Reference as being for the benefit of British Gas Trading Limited (please see the Applicant's comments on Written Representations, document reference WR1).</p> <p>Protective provisions have been agreed with National Grid Gas Plc and are included at Schedule 9, Part 1 of the draft DCO. The parties also agreed the terms of a side agreement completed on 24 November 2014. National Grid Gas confirmed by email to the Examining Authority on 25 November 2014 that it withdraws its representations and has no further comments in relation to the application.</p> <p>No relevant representation has been submitted by British Gas Trading Limited.</p>	N/A – See National Grid.
Eftec Limited	Rights	10_GR, 10a_GR	<p>The Applicant first wrote to Eftec Limited on 14 October 2013, and wrote again on 24 April 2014 to confirm that the application had been accepted.</p> <p>On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Eftec Limited, inviting Eftec Limited to enter into an agreement with the Applicant (such agreement would allow the</p>	Appendix C.10

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>Applicant to interfere with Eftec's rights to lay pipes and to enter upon the land to inspect etc. the pipes subject to the Applicant not interfering with any existing rights to lay, use and inspect etc. such pipes unless and until replacement apparatus has been brought into operation and the Applicant providing alternative access to inspect the pipes/alternative apparatus).</p> <p>The Applicant chased for a response to this request on 7 August 2014 and 15 September 2014. No written response was been received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. On 13 October 2014, the Applicant wrote to Eftec Limited inviting comments on these protective provisions. On 31 October 2014, the Applicant wrote to Eftec Limited proposing a form of agreement in relation to the proposed interference with Eftec Limited's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Eftec Limited.</p>	
South Wales Electricity Limited	Rights	10_GR, 10a_GR	<p>The Applicant first wrote to South Wales Electricity Limited on 14 October 2013, and wrote again on 24 April 2014 to confirm that the application had been accepted.</p> <p>On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by South Wales Electricity Limited, inviting South Wales Electricity Limited to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request on 7 August 2014</p>	Appendix C.12

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>and 15 September 2014. No substantive response was received although the Applicant responded to a request to provide a copy of correspondence from June 2014 for South Wales Electricity Limited's to reference on 22 September 2014.</p> <p>To protect the rights of South Wales Electricity Limited, the Applicant has included at Schedule 9, Part 3 of the draft DCO protective provisions for the protection of electricity, gas, water and sewerage undertakers. On 2 October 2014, the Applicant wrote to South Wales Electricity Limited inviting comments on these protective provisions. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by South Wales Electricity Limited.</p>	
Cefn Strain Gauges Limited	Freehold (subsoil) Rights	1_ER 2_ER, 3_ER, 4_ER, 5_ER, 6_ER	<p>The Applicant first wrote to Cefn Strain Gauges Limited on 14 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) on 7 February 2014. In April and May 2014, the Applicant requested meetings with Cefn Strain Gauges Limited to discuss the documentation. Chasing emails were sent on 6 March 2014, 1 April 2014, 7 May 2014, 4 August 2014, 5 November 2014, and 7 November 2014. Although a request was made by Cefn Strain Gauges Limited for copy documents to be sent by email, no substantive response was received.</p> <p>In respect of rights over land, on 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Cefn Strain Gauges Limited,</p>	Appendix C.5

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>inviting Cefn Strain Gauges Limited to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Cefn Strain Gauges Limited's rights to run services through any conduits and to enter upon the land to inspect etc. subject to the Applicant not interfering with any existing rights to run services and inspect etc. unless and until replacement apparatus has been brought into operation and the Applicant providing alternative access). It is intended that Cefn Strain Gauges Limited's right of access over footpaths adjoining Main Avenue and Fourteenth Avenue would not be compulsorily acquired as the Applicant would use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>Chasing letters were issued on 7 August 2014 and 15 September 2014. No written response was received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. On 13 October 2014, the Applicant wrote to Cefn Strain Gauges Limited inviting comments on these protective provisions.</p> <p>On 6 November 2014, the Applicant wrote to Cefn Strain Gauges Limited proposing a form of agreement in relation to the proposed interference with Cefn Strain Gauges Limited 's rights (and reiterating the Applicant wishes to reach agreement in relation to an Easement). This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No</p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>response has been received to date.</p> <p>No relevant representation has been submitted by Cefn Strain Gauges.</p>	
Deepan Rasiklal Khiroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	<p>The Applicant first wrote to Deepan Rasiklal Khiroya on 14 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) on 7 February 2014. No response was received, despite a site notice being put up on 14 April 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March 2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p>Correspondence was received from an agent purporting to represent DR Khiroya on 26 November 2014. The Applicant's land agent responded requesting further details (including which parties are represented by the agent) and recommended that a solicitor be instructed to negotiate terms on 5 December 2014. A response was received on 13 January 2014 confirming that the agent, Dark Management was only acting for Deepan and Sandeep Khiroya and that the agent was not part of any professional body. The Applicant's land agent has responded with a recommendation that solicitors are instructed to represent the two owners and confirmed that the Applicant would be responsible for their legal costs.</p> <p>No relevant representation has been submitted by Deepan Rasiklal Khiroya.</p>	Appendix C.8
Sandeep Rasiklal Khiroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	The Applicant first wrote to Sandeep Rasiklal Khiroya on 4 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the	Appendix C.8

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) on 7 February 2014. No response was received, despite a site notice being put up on 14 April 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March 2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p>Correspondence was received from an agent purporting to represent SR Khiroya on 26 November 2014. The Applicant's land agent responded requesting further details (including which parties are represented by the agent) and recommended that a solicitor be instructed to negotiate terms on 5 December 2014. A response was received on 13 January 2014 confirming that the agent, Dark Management was only acting for Deepan and Sandeep Khiroya and that the agent was not part of any professional body. The Applicant's land agent has responded with a recommendation that solicitors are instructed to represent the two owners and confirmed that the Applicant would be responsible for their legal costs.</p> <p>No relevant representation has been submitted by Sandeep Rasiklal Khiroya.</p>	
Nabeel Yunis Soroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	<p>The Applicant first wrote to Nabeel Yunis Soroya on 14 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) on 7 February 2014. No response was received, despite a site notice being put up on 14 April 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March</p>	Appendix C.19 and C.8

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p>It should be noted that the purported agent for Sandeep and Deepan Khiroya has indicated that it is very difficult to obtain a response from the Soroyas.</p> <p>No relevant representation has been submitted by Nabeel Yunis Soroya.</p>	
Naveed Amir Soroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	<p>The Applicant first wrote to Naveed Amir Soroya on 14 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) on 7 February 2014. No response was received, despite the a site notice being put up on 14 April 2014 and 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March 2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p>It should be noted that the purported agent for Sandeep and Deepan Khiroya has indicated that it is very difficult to obtain a response from the Soroyas.</p> <p>No relevant representation has been submitted by Naveed Amir Soroya.</p>	Appendix C.19 and C.8
Walters Plant Hire Limited	Freehold (subsoil)	1_ER	<p>The Applicant first wrote to Walters Plant Hire Limited on 14 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the</p>	Appendix C.18

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>Electrical Connection) on 5 February 2014. The Applicant and Walters Plant Hire Limited progressed discussions through May 2014 and on 5 June 2014 the Applicant's solicitors sent enquiries to Walters Plant Hire's solicitors and asked for comments on Subsoil- Option for Electrical Easement and Subsoil - Deed for Electrical Easement. Correspondence relating to professional fees was exchanged on 1 July 2014 and the Applicant called to chase comments on 17 July 2014.</p> <p>The solicitor acting for Walters Plant Hire Limited provided comments on the proposed option agreement and easement on 6 August 2014 and the Applicant's solicitor reviewed these and responded on 19 September 2014. There was correspondence between the Applicant's solicitor and the solicitor acting for Walters Plant Hire on 28 September 2014 and 1 October 2014 and the Applicant's solicitor chased for a response on 22 October 2014. Further mark-ups of the option and easement were received by the Applicant's solicitor on 27 October 2014 and the Applicant's solicitor responded on 11 November 2014 to confirm she had renewed the mark-ups and was taking instructions. The Applicant's solicitor responded and the solicitor acting for Walters Plant Hire exchanged emails on 11 December 2014 finalising the terms of the option and easement. The Applicant's solicitor has since updated the option and easement with the agreed terms and has sent it to the Applicant for approval prior to it being issued to the solicitor acting for Walters Plant Hire.</p> <p>No relevant representation has been submitted by Walters Plant Hire Limited.</p>	
Paul Jonathan Lloyd	Lessee	2_ER, 3_ER	The Applicant does not intend to compulsorily acquire land or rights over which Paul Jonathan Lloyd has an interest. Plot 2_ER and Plot 3_ER is adopted highway. This is reflected in the draft DCO (Article 22(9)).	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Main Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Paul Jonathan Lloyd.</p>	
Hirwaun Estates Limited	Lessee	4_ER	<p>The Applicant does not intend to compulsorily acquire land or rights over which Hirwaun Estates Limited has an interest. Plot 4_ER is adopted highway. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Main Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Hirwaun Estates Limited.</p>	N/A
	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Hirwaun Estates Limited's right of access over part of Fourteenth Avenue. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p>	N/A
Skipton Building Society	Rights	4_ER	<p>Skipton Building Society is the mortgagee to Hirwaun Estates Limited. The Applicant does not intend to compulsorily acquire land or rights over which Hirwaun Estates Limited has an interest. This will be reflected in the next revision of the draft DCO. Plot 4_ER is adopted</p>	N/A – Mortgagee to Hirwaun Estates Limited.

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			highway.	
National Grid Electricity Transmission plc	Freehold (excluding mines and minerals)	5_ER, 6_ER	<p>The Applicant is in advanced discussions with National Grid regarding an easement for the Electrical Connection. These discussions have been progressing since March 2014. The principles for an agreement have been agreed, and it is intention of the Applicant that the necessary documentation (an Interface Agreement and the option for the easement) will be completed as quickly as possible. The last correspondence concerning the agreement for easement was sent by the Applicant to National Grid on 17 September 2014 and there has been no response to date. National Grid has previously stated that the existing signed Connection Agreement with the Applicant is now sufficient for the grant of the easement. The Applicant is reviewing its position.</p> <p>Protective provisions have been agreed with National Grid Electricity plc and are included at Schedule 9, Part 1 of the draft DCO. The parties also agreed the terms of a side agreement completed on 24 November 2014. National Grid Electricity Transmission plc confirmed by email to the Examining Authority on 25 November 2014 that it withdraws representations and has no further comments in relation to the application.</p>	Appendix C.20
Dwr Cymru Cyfyngedig	Rights	3_ER, 4_ER, 5_ER, 6_ER	Protective provisions have been agreed with Dwr Cymru Cyfyngedig and are included at Schedule 9, Part 7 of the draft DCO. The parties are also finalising the terms of a side agreement which is anticipated to complete shortly. Dwr Cymru Cyfyngedig confirmed by email to the Examining Authority on 22 December 2014 that it withdraws representations and has no further comments in relation to the application.	Appendix C.9
CCF Limited	Rights	4_ER	The Applicant has been informed by CCF Limited that it has no interest	Appendix C.4

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>in the plot.</p> <p>No relevant representation has been submitted by CCF Limited.</p>	
Mark Newman	Rights	4_ER	<p>The Applicant has been informed by Mark Newman in letters dated 12 and 13 August 2014 that in respect of the plot, he is acting in his capacity as a joint administrator (with James Snowdon) of AL 2013 Limited. Mr Newman has confirmed that the company has no interest in the proposed development.</p> <p>No relevant representation has been submitted by Mark Newman or James Snowdon.</p>	Appendix C.22
James Snowdon	Rights	4_ER	<p>The Applicant has been informed by Mark Newman in letters dated 12 and 13 August 2014 that in respect of the plot, he is acting in his capacity as a joint administrator (with James Snowdon) of AL 2013 Limited. Mr Newman has confirmed that the company has no interest in the proposed development.</p> <p>No relevant representation has been submitted by Mark Newman or James Snowdon.</p>	Appendix C.22
J.D. Burford Limited	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire J.D. Burford Limited's right of access over part of Fourteenth Avenue. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			No relevant representation has been submitted by J.D. Burford Limited.	
Wendy Joseph	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Wendy Joseph's right of access over part of Fourteenth Avenue. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Wendy Joseph.</p>	N/A
Philip Sedgemore	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Philip Sedgemore's right of access over part of Fourteenth Avenue. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Philip Sedgemore.</p>	N/A
Tip Top Toilets Limited	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Tip Top Toilets Limited's right of access over part of Fourteenth Avenue. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			No relevant representation has been submitted by Tip Top Toilets Limited.	
Walter Energy Limited	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Walter Energy Limited's right of access over part of Fourteenth Avenue. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Walter Energy Limited.</p>	N/A
Welsh Tyre Recycling	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Welsh Tyre Recycling's right of access over part of Fourteenth Avenue. This is reflected in the draft DCO (Article 22(9)).</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Welsh Tyre Recycling.</p>	N/A
Swan Mill (Holdings) Limited	Rights	5_ER, 6_ER	<p>The Applicant first wrote to Swan Mill on 14 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.</p> <p>On 26 June 2014 the Applicant wrote setting out the relevant rights</p>	Appendix C.13

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>enjoyed by Swan Mill, inviting Swan Mill to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Swan Mill's rights of access and rights to use and retain services through conduits subject to the Applicant providing Swan Mill with alternative access and not interfering with any existing rights to use and retain services through conduits unless and until replacement apparatus has been brought into operation).</p> <p>On 15 September 2014, a draft agreement was issued to Swan Mill which Robert Chapman, land agent for Swan Mill, confirmed on 24 September 2014 that Swan Mill agreed in principle, subject to formal engagement with Swan Mill's solicitors. The Applicant's solicitors chased on 3 October 2015 but have not received any further response from any of Swan Mill's representatives.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Part 5 of Schedule 9 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. On 31 October 2014, the Applicant wrote to Swan Mill explaining the protective provisions and proposing a form of agreement in relation to the proposed interference with Swan Mill's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Swan Mill.</p>	
Tallyspace Limited	Rights	5_ER, 6_ER	The Applicant first wrote to Tallyspace Limited on 14 October 2013, and wrote again with an update to the application on 13 December 2013 and again on 24 April 2014 to confirm that the application had been accepted.	Appendix C.14

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Tallyspace Limited, inviting Tallyspace Limited to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Tallyspace Limited's rights of access and rights to use and retain services through conduits subject to the Applicant providing Tallyspace Limited with alternative access and not interfering with any existing rights to use and retain services through conduits unless and until replacement apparatus has been brought into operation). The Applicant chased for a response to this request on 7 August and 15 September 2014. No written response was received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Part 5 of Schedule 9 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. On 13 October 2014, the Applicant wrote to Tallyspace Limited inviting comments on these protective provisions. On 31 October 2014, the Applicant wrote to Tallyspace Limited proposing a form of agreement in relation to the proposed interference with Tallyspace Limited's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Tallyspace Limited.</p>	
Unknown	Freehold (subsoil)	1_GR, 1a_GR, 1b_GR, 3_GR, 3a_GR, 3b_GR, 4_GR, 4a_GR, 4b_GR, 8_GR, 8a_GR, 8b_GR, 9_GR, 9a_GR, 9b_GR, 1_ER,	Through diligent inquiry, the Applicant considers that there are additional owners who own the subsoil of these plots. The Applicant has been unable to identify these additional owners.	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
		2_ER, 3_ER, 4_ER		
	Freehold (mines and minerals)	5_ER, 6_ER	<p>The mines and minerals are excluded from the title to National Grid Electricity Transmission plc. The Applicant has been unable to identify the owner of the mines and minerals.</p> <p>No relevant representation has been submitted in respect of the mines and minerals in this plot.</p>	N/A – See National Grid.
	Rights	10_GR, 10a_GR, 4_ER	Through diligent inquiry, the Applicant considers that the plots may be subject to various restrictive covenants and rights to run services. The Applicant has been unable to identify the beneficiaries to these restrictive covenants.	N/A

Appendix B

Comparison between January 2015 and November 2014 Schedule of landowner negotiations

[HPL – DCO APPLICATION](#)

[EXAMINING AUTHORITY 3RD QUESTIONS DATED 9 JANUARY 2015](#)

[APPLICANT RESPONSE TO CA-302 – APPENDIX A - AS AT 15 JANUARY 2015](#)

The Planning Act 2008

The Hirwaun Power (Gas Fired Power Station) Order

Update of ~~13 November 2014~~ [15 January 2015](#) to Appendix 1 to the Written ~~Summary~~ [summary](#) of the Applicant's oral case put at the Compulsory Acquisition hearing ~~held on (24 September 2014 (submitted on 7 October 2014))~~ [with cross references to copies of the most recent correspondence with Affected Persons \(copies provided at Appendix C to Applicant Response to CA-302\)](#)

~~PINS~~ [EXAMINING AUTHORITY](#) Reference Number: EN010059

Document Reference: WSCPO ~~—Appendix 1,~~ Rev ~~1~~ [2](#)

Author: Hirwaun Power Limited

[Notes:](#) [No copy documents are provided where \(a\) compulsory acquisition is not sought in respect of the land/interest identified; \(b\) where commercial agreement has been completed; or \(c\) Protective Provisions, Written Representations, Statements of Common Ground or other publicly available documents have been used to resolve land acquisition issues.](#)

Schedule of land owner negotiations as at ~~13 November 2014~~ [15 January 2015](#) (relating to the pink, blue and yellow land shown on the Land Plans)

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
International Greetings UK Limited	Freehold (excluding mines and minerals)	1_MS, 2_MS, 4_MS and 7_MS	An Option Agreement has been was signed and completed for the acquisition of the freehold title on 5 June 2013 . No relevant representation has been submitted by International Greetings UK Limited.	N/A
		Freehold	3_MS, 5_MS and 6_MS	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
	Freehold (subsoil)	1_GR, 1a_GR, 1b_GR, 3_GR, 3a_GR, 3b_GR, 1_ER, 3_MS, 5_MS and 6_MS	<p>The Applicant made an offer (in respect of an easement for the Gas Connection, the Electrical Connection and temporary use of land) in<u>on 7</u> February 2014. The Applicant chased International Greetings UK Limited in<u>by letter on 7</u> August <u>2014, 2</u> September <u>2014, 10</u> September <u>2014</u> and <u>12</u> November 2014 and matters are now progressing.</p> <p>A draft easement is in circulation and there is on-going discussion about the ownership of the subsoil. International Greetings UK Limited states the subsoil is not within its ownership but advisers to the Applicant believe it is within International Greetings UK Limited's power to grant an easement over the subsoil by operation of law.</p> <p>No relevant representation has been submitted by International Greetings UK Limited.</p>	Appendix C.21
	Freehold (subsoil)	1 GR, 1a GR, 1b GR, 3 GR, 3a GR, 3b GR, 1 ER		Appendix C.21
International Greetings UK Limited / unknown	Freehold	2_GR, 2a_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) in<u>on 7</u> February 2014. International Greetings UK Limited does not accept ownership of these plots. Accordingly, the Applicant erected notices at the site in<u>March on 14 April</u> 2014, but to date no one has come forward.</p> <p>No relevant representation has been submitted by International Greetings UK Limited or anyone else in respect of these plots.</p>	Appendix C.21
HSBC Bank plc Plc	Rights	1_MS, 2_MS, 3_MS, 4_MS, 5_MS, 6_MS and 7_MS	<p>HSBC is the mortgagee to International Greetings UK Limited. An Option Agreement has been signed and completed with International Greetings UK Limited for the acquisition of the freehold title.</p> <p>No relevant representation has been submitted by HSBC.</p>	N/A – See International Greetings.
Unknown	Freehold (mines and minerals)	1_MS, 2_MS, 4_MS and 7_MS	<p>The mines and minerals are excluded from the title to International Greetings UK Limited. Despite diligent inquiry, the Applicant has been unable to identify the owner of the mines and minerals.</p> <p>No relevant representation has been submitted in respect of the mines and minerals in these plots.</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
Western Power Distribution (South Wales) plc	Lessee/ Occupier	2_MS and 6_MS	Protective provisions have been agreed with Western Power Distribution (South Wales) plc and are included at Schedule 9, Part 2 of the draft DCO.	N/A
	Rights	1_MS, 3_MS, 5_MS, 1_GR, 1a_GR, 1b_GR, 4_GR, 4a_GR, 4b_GR, 5_GR, 5a_GR, 6_GR, 6a_GR, 6b_GR, 6c_GR, 7_GR, 7a_GR, 7b_GR, 8_GR, 9_GR, 11_GR, 11a_GR, 1_ER, 2_ER, 3_ER, 4_ER	Western Power Distribution (South Wales) plc has confirmed to the Examining Authority in its Written Representation dated 21 August 2014 that the agreed protective provisions are considered to be appropriate for the proposed impact of the development on Western Power's assets. Western Power also confirms in its letter that it no longer wishes to be considered an interested party and has no objection to the terms of the DCO, including CA powers.	
British Telecommunications plc	Rights	1_MS, 3_MS, 4_MS, 5_MS, 6_MS, 7_MS, 1_GR, 1a_GR, 1b_GR, 2_GR, 2a_GR, 3_GR, 3a_GR, 1_ER	<p>The Applicant first wrote to British Telecommunications plc in-on 13 December 2013, and wrote again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>in-On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by British Telecommunications plc, inviting British Telecommunications plc to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request in-on 7 August 2014 and 15 September 2014. No response was received.</p> <p>To protect the rights of British Telecommunications plc, the Applicant has included at Schedule 9, Part 5 of the draft DCO protective provisions for the operators of electronic communications code networks. Further to these, the Applicant again wrote in-on 2 October 2014 inviting comments on the protective provisions. The Applicant's letter dated 2 October 2014 was returned with a statement that it had been received by the wrong</p>	Appendix C.2

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>department. Following several calls to British Telecommunications plc's national notice handling centre to clarify the correct procedure for obtaining comments on the protective provisions, the Applicant's letter was re-submitted to British Telecommunications plc's South Wales Network Alterations email address on 12 November 2014 with a request that British Telecommunications plc positively confirm in writing that it accepts the principle of the compulsory purchase acquisition to the extent it is necessary and that it accepts the protective provisions set out in the draft DCO. No response has been received to date.</p> <p>No relevant representation has been submitted by British Telecommunications plc.</p>	
The Honourable John Crichton-Stuart, Marquis of Bute and Earl of Dumfries	Rights	1_MS, 2_MS, 3_MS, 4_MS, 5_MS, 6_MS, 7_MS, 7_GR, 7a_GR, 7b_GR, 11_GR, 11a_GR, 5_ER, 6_ER	<p>The Applicant first wrote to The Honourable John Crichton-Stuart in on 14 October 2013, and wrote again with an update to the application in on 13 December 2013 and again in on 24 April 2014 to confirm that the application had been accepted.</p> <p>in On 26 June 2014 the Applicant wrote setting out the relevant rights and restrictive covenants enjoyed by The Honourable John Crichton-Stuart, inviting The Honourable John Crichton-Stuart to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request in by letter on 7 August 2014. A verbal indication that In a telephone call on 14 August 2014, The Honourable John Crichton-Stuart 's land agent indicated he would be willing to enter into an agreement was received on his rights.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions at Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur.</p> <p>The Applicant wrote to The Honourable John Crichton-Stuart in on 31 October 2014 with a proposed, simplified form of agreement and explaining the operation of the draft DCO and protective provisions.</p>	Appendix C.15

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>Discussions with the Honourable John Crichton-Stuart's land agent and the Applicant's solicitors are <u>were</u> on-going as at 13 <u>through</u> November 2014.</p> <p>As there had been no response from the Honourable John Crichton-Stuart's land agent by 13 January 2013, the Applicant emailed to request a costs estimate for professional fees to enable discussions to progress and continues to await a response.</p> <p>No relevant representation has been submitted by The Honourable John Crichton-Stuart.</p>	
	Freehold (mines and minerals)	11_GR, 11a_GR	<p>Whilst the Book of Reference identifies The Honourable John Crichton-Stuart as the owner of mines and minerals in this plot, the applicable conveyances are old and illegible. Accordingly, the Applicant has requested that Tower Regeneration Limited confirm the ownership of the mines and minerals given that Tower Regeneration Limited owns the surface freehold and had submitted a planning application to extract coal from this plot. The Applicant understands from Tower Regeneration Limited that it does have the benefit of the minerals.</p>	N/A - See Tower Regeneration Limited.
The Welsh Government	Rights	1_MS, 2_MS, 3_MS, 4_MS, 5_MS, 6_MS, 7_MS, 4_ER	<p>The Applicant first wrote to the Welsh Government in July 2013, and again in October and December 2013 and in April 2014 to confirm that the application had been accepted.</p> <p>In June 2014 the Applicant wrote setting out the relevant rights enjoyed by the Welsh Government, inviting the Welsh Government to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with the Welsh Government's rights to run services through any conduits subject to the Applicant not interfering with any existing rights to run services unless and until replacement apparatus has been brought into operation).</p> <p>The Applicant chased for a response to this request in August and September 2014. No response was received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. In October 2014, the Applicant wrote to the Welsh Government inviting comments on these protective provisions but no response has been received to date. However, pursuant to Section 135 of the Planning Act 2008, the Applicant proposes that the following amendment (or equivalent amendment) is made to Article 22 to the next revision of the draft DCO:</p> <ul style="list-style-type: none"> • After the word "applies" in Article 22(6), include the following new words: "and this article only applies in relation to any interest in Crown land with the consent of the appropriate Crown authority." • Add the following new Article 22(9) "(9) In this article, "Crown land" and "the appropriate Crown authority" have the same meaning as that given in section 227 ("Crown land" and "the appropriate Crown authority") of the 2008 Act." <p>The relevant representation submitted by the Welsh Government does not relate to its rights in the Order land, rather to transport matters. In any event, the Welsh Government has not raised an objection.</p> <p><u>The Applicant can confirm that it is not compulsorily acquiring the rights of the Crown. For plots 1 MS to 7 MS (inclusive), Part 1 of Section 1 to Revision 3 of the Book of Reference makes it clear that the interests owned by the Welsh Government are excepted. Similarly, for plot 4 ER, Part 1 of Section 3 to Revision 3 of the Book of Reference makes it clear that the interests owned by the Welsh Government are also excepted.</u></p> <p><u>In addition, the Welsh Government's consent is not required as the draft DCO has carved the Crown out of Article 22 (Private Rights). For example:</u></p> <p><u>(i) Under Article 22(1), where the Applicant acquires the freehold, then all private rights are extinguished. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to</u></p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	<u>Correspondence reference</u>
			<p><u>the Crown.</u></p> <p>(ii) <u>Under Article 22(2), where the Applicant acquires rights, then all private rights are suspended and unenforceable, or, where so notified by the Applicant, extinguished in so far as in either case their continuance would be inconsistent with the exercise of the right. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown.</u></p> <p>(iii) <u>Under Article 22(4), where the Applicant takes temporary possession under the DCO (i.e. under Article 27 (temporary use of land for carrying out the authorised development) and Article 28 (temporary use of land for maintaining the authorised development), then all private rights over such land are suspended and unenforceable for as long as the Applicant remains in lawful possession of the land and in so far as their continuance would be inconsistent with the exercise of the temporary possession of that land. Article 22(9)(a)(xi), makes it clear that the Article, and therefore this provision, does not apply to the Crown.</u></p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
Wales & West Utilities Limited	Rights	1_MS, 2_MS, 4_MS, 5_MS, 1_GR, 1a_GR, 1b_GR, 4_GR, 4a_GR, 4b_GR, 6b_GR, 1_ER, 2_ER, 5_ER	<p>The Applicant first wrote to Wales & West Utilities Limited in-on 13 December 2013, and wrote again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>in-On 26 June 2014 the Applicant wrote setting out the relevant interests enjoyed by Wales & West Utilities Limited, inviting Wales & West Utilities Limited to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request in-on 7 August 2014 and 15 September 2014. No response was received.</p> <p>To protect the rights of Wales & West Utilities Limited, the Applicant has included at Schedule 9, Part 3 in the draft DCO protective provisions for the protection of electricity, gas, water and sewerage undertakers. in-On 2 October 2014, the Applicant wrote to Wales & West Utilities Limited inviting comments on these protective provisions but no substantive response has been received to date although Wales & West Utilities Limited has contacted the Applicant's solicitors to acknowledge receipt of correspondence and request further information. The Applicant's solicitors provided copy site plans to Wales & West Utilities Limited on 21 October 2014 and has not received any response.</p> <p>No relevant representation has been submitted by Wales & West Utilities Limited.</p>	Appendix C.17
Green Frog Power 214 Limited	Freehold (subsoil)	3b_GR	<p>The Applicant issued a draft Option to Green Frog in-on 5 February 2014. Green Frog confirmed in-on 8 May 2014 that they could now agree the proposed heads of terms. Since then, the Applicant has chased to progress matters in-on 5 June 2014, 1 July 2014, August 17 July 2014, 6 August 2014, 11 September 2014, 10 October 2014 and 29 October 2014. No response has been received to date (apart from a comment on two occasions that the relevant person at Green Frog has been on leave and that Green Frog's lawyers would revert to the Applicant once they had managed to speak with this relevant person).</p> <p>The Applicant chased again by telephone on 15 January 2015 and was advised that the partner dealing with the matter would respond with an</p>	Appendix C.11

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>update.</p> <p>No relevant representation has been submitted by Green Frog.</p>	
	Rights	5_MS	<p>Regarding Green Frog's right of access situated off Main Avenue, the Applicant wrote to Green Frog in on 26 June 2014 to advise that Green Frog would continue to enjoy this access from Main Avenue and that the Applicant proposes to enter into a side agreement with Green Frog that would have the effect of granting back the right of access to ensure that Green Frog's access remains uninterrupted. As above, the Applicant chased for comments in on 1 July 2014, 17 July 2014, 6 August 2014, 11 September 2014 and 29 October 2014.</p> <p>To protect rights of access (as well as rights to connect to, use, maintain, repair or renew services), the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. This will ensure that Green Frog's rights of access remain uninterrupted. in</p> <p>On 31 October 2014 the Applicant wrote to Green Frog explaining these protective provisions and proposing a form of agreement in relation to the proposed interference with Green Frog's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Green Frog.</p>	
Rhondda Cynon Taf County Borough Council	Freehold (as adopted highway)	1_GR, 1a_GR, 1b_GR, 3_GR, 3a_GR, 3b_GR, 4_GR, 4a_GR, 4b_GR, 5_GR, 5a_GR, 8_GR, 8a_GR,	<p>As adopted highway, the Applicant will be relying on the streets powers in Part 3 of the draft DCO and not compulsory acquisition. This will be reflected in the next revision of the draft DCO.</p> <p>In the Statement of Common Ground between the Applicant and the Council (document reference SRCT), the Council agrees that Part 3 of the draft DCO provides sufficient control to the Council in respect of transport and highways matters and that the draft DCO is acceptable and capable</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
		8b_GR, 9_GR, 9a_GR, 9b_GR, 1_ER, 2_ER, 3_ER, 4_ER	of being made.	
	Rights	11_GR, 11a_GR	<p>The Applicant has been in discussions with the Council and to date no agreement is being progressed between the Applicant and the Council. This land is in the freehold ownership of Tower Regeneration Limited, and the Applicant is in discussions with Tower Regeneration Limited regarding the acquisition of the freehold (plot 11_GR) and the temporary use of land (plot 11a_GR).</p> <p>The Council has not objected to the application and has not issued a Relevant Representation or a Written Representation in respect of these plots.</p>	N/A – See Tower Regeneration Limited.
Ashtenne Limited (AIF)	Freehold (subsoil)	3a_GR, 1_ER	<p>The Applicant and Ashtenne are in advanced discussions regarding the grant of an easement for the proposed Electrical Connection through Ashtenne's subsoil below the adopted highway in plot 1_ER. This agreement would also cover the Applicant's temporary use of plot 3a_GR, although it is noted that again Ashtenne's interest is only in respect of the subsoil and the Applicant does not intend to carry out below surface works on this plot.</p> <p>A key concern of Ashtenne is ensuring that the easement does not permanently reduce the ability to access its existing estates or land in any way, or would hinder its on-going operation or redevelopment potential. The Applicant is able to confirm that the easements would not permanently reduce Ashtenne's ability to access its estates or land or hinder its on-going operation or redevelopment potential.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment</p>	Appendix C.1
	Rights	5_ER, 6_ER		

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>can occur.</p> <p>There was extensive contact between the Applicant and its representatives and Ashtenne and its representatives between 5 February 2014 (when draft easement plans, heads of terms, option agreements and deed of easements were sent by the Applicant) and 29 August 2014.</p> <p>On 27 October 2014, solicitors for Ashtenne wrote to confirm that it continued to negotiate with the Applicant in relation to its interests in land that might be affected by the DCO. The Applicant's solicitor received detailed comments on the proposed option agreements and easements from the solicitor acting for Ashtenne in October and responded to these at the beginning of November. Amended versions of the proposed options and easements are expectedThe Applicant's solicitor received mark ups of the option and easement from the solicitor acting for Ashtenne once she has had an opportunity to take further instructions on17 November 2014. The mark-ups were subject to Ashtenne's agent's comments on some points. The Applicant's solicitor reviewed the mark-ups, option and easement and responded to Ashtenne's solicitor on 11 December 2014 to confirm that there were a number of points where she would need to take instructions and asking Ashtenne's solicitor to confirm if further instructions had been received from Ashtenne's land agent. A response is currently awaited in relation to Ashtenne's agent's instructions and in the meantime, the Applicants solicitor and the Applicant are arranging a call to go through the current mark ups of the option and easement. The Applicant and Ashtenne are liaising in relation to its rights in Plots 5_ER and 6_ER as part of these discussions. The Applicant and Ashtenne are aiming to reach agreement as quickly as possible.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur.</p> <p>The Applicant contacted Ashtenne, seeking to progress negotiations on these rights, on 26 June 2014, 7 August 2014, 2 September 2014, 10</p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>September 2014, 15 September 2014 and 13 October 2014. In a letter dated 30 October 2014 and emails dating up to 1 December 2014, the parties corresponded to finalise respective understandings of areas of land to be affected by the project.</p> <p>Ashtenne confirmed in its Written Representation submitted at Deadline 2 that it would have no objection.</p>	
Ashtenne Industrial Fund Nominee No.1 Limited	Freehold (subsoil)	3a_GR, 1_ER	The position is the same as for Ashtenne (AIF) Limited above.	Appendix C.1
Carol Ann Jenkins	Freehold (subsoil)	4_GR, 4a_GR, 4b_GR, 5_GR, 5a_GR, 8_GR, 8a_GR, 8b_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) in-on 5 February 2014. Verbal communication was exchanged and a meeting was held in-on 2 April 2014. Following this meeting, the Applicant issued a revised offer in-on 28 May 2014, with counter-offers being made in-on 29 July 2014 and correspondence being exchanged in-through August and-2014, September 2014 and October 2014.</p> <p>Discussions were held in parallel with Ifan Geraint Jenkins and Eunice Davies for the grant of an easement for the Gas Connection and temporary use of land for the construction of the Gas Connection.</p> <p>A meeting was held in Wales on 4 November 2014 resulting in a commercial agreement in principle. The landowners have appointed solicitors and the Applicant's solicitor is-preparing <u>prepared</u> an updated version of the option agreement and easement to reflect the new commercial terms. Parties have agreed to aim for signature of the agreements by 6 December 2014 <u>In an email to the Examining Authority dated 8 January 2014, the parties confirmed that the agreement is at an advanced stage and anticipated to complete before the end of January 2015.</u></p> <p>No relevant representation has been submitted by Carol Ann Jenkins.</p>	Appendix C.3
	Freehold	6_GR, 6a_GR, 6b_GR, 6c_GR		
	Freehold (excluding mines and minerals)	7_GR, 7a_GR, 7b_GR		

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
Ifan Geraint Jenkins	Freehold	6c_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) in on 5 February 2014. Verbal communication was exchanged and a meeting was held in on 2 April 2014. Following this meeting, the Applicant issued a revised offer in on 28 May 2014, with counter-offers being made in on 28 July 2014 and correspondence being exchanged in through August and 2014, September 2014 and October 2014.</p> <p>Discussions were held in parallel with Carol Ann Jenkins and Eunice Davies for the grant of an easement for the Gas Connection and temporary use of land for the construction of the Gas Connection.</p> <p>A meeting was held in Wales on 4 November 2014 resulting in a commercial agreement in principle. The landowners have appointed solicitors and the Applicant's solicitor is preparing <u>prepared</u> an updated version of the option agreement and easement to reflect the new commercial terms. Parties have agreed to aim for signature of the agreements by 6 December 2014 <u>In an email to the Examining Authority dated 8 January 2014, the parties confirmed that the agreement is at an advanced stage and anticipated to complete before the end of January 2015.</u></p> <p>No relevant representation has been submitted by Ifan Geraint Jenkins.</p>	Appendix C.3
	Occupier	6_GR, 6a_GR, 6b_GR, 7a_GR, 7b_GR		
Eunice Davies	Freehold (excluding mines and minerals)	7_GR, 7a_GR, 7b_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection and temporary use of land) in on 5 February 2014. Verbal communication was exchanged and a meeting was held in on 2 April 2014. Following this meeting, the Applicant issued a revised offer in on 28 May 2014, with counter-offers being made in on 29 July 2014 and correspondence being exchanged in through August and 2014, September 2014 and October 2014.</p> <p>Discussions in parallel with Carol Ann Jenkins and Ifan Geraint Jenkins were held for the grant of an easement for the Gas Connection and temporary use of land for the construction of the Gas Connection.</p> <p>A meeting was held in Wales on 4 November 2014 resulting in a</p>	Appendix C.3
	Freehold (subsoil)	8_GR, 8a_GR, 8b_GR		

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>commercial agreement in principle. The landowners have appointed solicitors and the Applicant's solicitor is preparing <u>prepared</u> an updated version of the option agreement and easement to reflect the new commercial terms. Parties have agreed to aim for signature of the agreements by 6 December 2014 <u>In an email to the Examining Authority dated 8 January 2014, the parties confirmed that the agreement is at an advanced stage and anticipated to complete before the end of January 2015.</u></p> <p>No relevant representation has been submitted by Eunice Davies.</p>	
Unknown	Freehold (mines and minerals)	7_GR, 7a_GR, 7b_GR	<p>The mines and minerals are excluded from the title to Eunice Davies and Carol Ann Jenkins. The Applicant has been unable to identify the owner of the mines and minerals.</p> <p>No relevant representation has been submitted in respect of the mines and minerals in these plots.</p>	N/A
Ceridwyn Short	Freehold (subsoil)	9_GR, 9b_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection, temporary use of land and acquisition of freehold) in <u>on 7</u> February 2014. Communication was received stating that Ceridwyn Short did not wish to engage in discussions. The Applicant requested a meeting to discuss why the easement is required and the terms of the offer, but this was not taken up by the Affected Person. A revised offer was issued in <u>on 28</u> May 2014 and the Applicant made a further request to meet to discuss the terms of the offer in June 2014. The Applicant chased again in <u>on 1</u> September 2014 and as at 13 November 2014, no progress has been made, despite requesting a meeting or response from the appointed agent.</p> <p><u>In early December 2014 the landowners confirmed that Andrew Thomas of Herbert R Thomas LLP was appointed to represent them. A meeting was held with the new agent on 11 December 2014 in Cardiff and subsequently an offer was made on 17 December 2014 and accepted by the agent as reasonable on 19 December 2014. It should also be noted that a transfer of the relevant land has been made from C Short to Stephen Vernon Short, registered at the Land Registry on 24 July 2014.</u></p>	Appendix C.7
	Freehold (excluding mines and minerals)	10_GR, 10a_GR		

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>Relevant documents were passed by the Applicant to C Short's solicitor on 14 January 2015 to enable negotiations to progress.</p> <p>No relevant representation has been submitted by Ceridwyn Short.</p>	
Unknown	Freehold (mines and minerals)	10_GR, 10a_GR	<p>The mines and minerals are excluded from the title to Ceridwyn Short. The Applicant has been unable to identify the owner of the mines and minerals.</p> <p>No relevant representation has been submitted in respect of the mines and minerals in this plot.</p>	N/A
Tower Regeneration Limited	Freehold (subsoil)	9_GR, 9a_GR	<p>The Applicant made an offer (in respect of an easement for the Gas Connection, temporary use of land and acquisition of freehold) in on 5 February 2014. The Applicant and TRL held meetings in on 23 and 30 July 2013 2014, following which revised heads of terms were provided to TRL in August 2013 2014. TRL issued a counter-offer in September 2013 and the Applicant sought some clarifications from TRL on its proposed offer. These clarifications were provided on 17 September 2014, and discussed with TRL on 18 September 2014. A meeting to progress the heads of terms was held on 1 October 2014 and an updated offer was subsequently made by the Applicant in writing. Both TRL and the Applicant are working together to reach agreement on the terms of the easement for the Gas Connection, temporary use of land and acquisition of freehold as quickly as possible. On 11 November 2014 the Applicant's solicitors agreed to give a further undertaking to Tower Regeneration Limited in relation to incurred and anticipated fees. The Applicant is using all reasonable endeavours to agree commercial terms on a voluntary basis.</p> <p>As at 15 January 2015, TRL and the Applicant confirm that the key principles for an agreement have been agreed and that TRL has agreed to the Applicant preparing a draft commercial agreement that reflects the agreed key principles. The Applicant is therefore preparing this commercial agreement, following which it anticipates that negotiations will</p>	Appendix C.16
	Freehold (excluding mines and minerals)	11_GR, 11a_GR		
	Lessee/ Occupier	10_GR, 10a_GR		

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>take place with TRL over the drafting leading to a document to be completed by both parties.</p> <p>The Applicant notes that TRL submitted an application under section 73 of the Town and Country Planning Act 1990 (ref 13/0859/15 ") to amend the area where the excavation of minerals is permitted to allow extraction to be carried out in respect of plots numbered 10_GR, 10a_GR, 11_GR and 11a_GR. This application was refused on 28 October 2014 and, as far as the Applicant is aware, no appeal has been lodged. As such, the Applicant can confirm that it will not be interfering with any rights of Tower to excavate minerals.</p>	
Forward Sound Limited	Rights	11_GR, 11a_GR	<p>Forward Sound Limited is the mortgagee to Tower Regeneration Limited. As stated above, both TRL and the Applicant are working together to reach agreement on the terms of the easement for the Gas Connection, temporary use of land and acquisition of freehold as quickly as possible.</p> <p>No relevant representation has been submitted by Forward Sound Limited.</p>	N/A – Mortgagee to Tower Regeneration Limited.
Tower Limited	Colliery Rights	11_GR, 11a_GR	Please see the position in respect of Tower Regeneration Limited.	N/A – See Tower Regeneration Limited.
Celtic Energy Limited	Rights	5_GR, 5a_GR, 6_GR, 6a_GR, 6b_GR, 7_GR, 7a_GR	<p>The Applicant first wrote to Celtic Energy Limited in-on 4 October 2013, and wrote again with an update to the application in-on 13 December 2013 and again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>In-On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Celtic Energy Limited, inviting Celtic Energy Limited to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Celtic Energy's rights to connect etc. to and use conduits and access such conduits subject to the Applicant not interfering with any existing rights to connect etc. to and use conduits unless and until replacement apparatus has been brought into operation and the</p>	Appendix C.6

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>Applicant providing alternative access to such conduits).</p> <p>The Applicant chased for a response to this request in on 7 August 2014 and 15 September 2014. No written response was received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Part 5 of Schedule 9 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. In On 13 October 2014, the Applicant wrote to Celtic Energy Limited inviting comments on these protective provisions and Celtic Energy replied requesting a copy copies of the Applicant's letter from June 2014. Later in On 31 October 2014, the Applicant wrote to Celtic Energy Limited proposing a form of agreement in relation to the proposed interference with Celtic Energy Limited's rights. No This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No substantive response has been received to date.</p> <p>No relevant representation has been submitted by Celtic Energy Limited.</p>	
The Coal Authority	Unknown matters	7_GR, 7a_GR	<p>The Coal Authority has been in discussions with the Applicant and has not objected to the application. As the matters are unknown, no agreement is currently being progressed.</p> <p>The Coal Authority has not submitted a Written Representation (and its Relevant Representation was concerned with the imposition of a Requirement on the draft DCO which has since been agreed between the Applicant and the Coal Authority).</p> <p>The Coal Authority has also confirmed that it has no concerns with the approach in the draft DCO regarding the loss of potential mineral working area (please see the Applicant's comments on Written Representations, document reference WR1).</p>	N/A
	Rights	10_GR, 10a_GR	The Coal Authority has been in discussions with the Applicant and has not objected to the application. The Coal Authority has confirmed that it has no concerns with the approach in the draft DCO regarding the loss of	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>potential mineral working area in respect of these plots (please see the Applicant's comments on Written Representations, document reference WR1).</p> <p>The Coal Authority has not submitted a Written Representation (and its Relevant Representation was concerned with the imposition of a Requirement on the draft DCO which has since been agreed between the Applicant and the Coal Authority).</p>	
British Gas Trading Limited	Rights	10_GR, 10a_GR	<p>National Grid Gas Plc has confirmed to the Applicant that it now has the benefit of the rights and easements noted in the Book of Reference as being for the benefit of British Gas Trading Limited (please see the Applicant's comments on Written Representations, document reference WR1).</p> <p>Protective provisions have been agreed with National Grid Gas Plc and are included at Schedule 9, Part 1 of the draft DCO. The parties also agreed the terms of a side agreement which, as at 13 completed on 24 November, is being engrossed and circulated for execution 2014. National Grid Gas has confirmed by email to the Examining Authority on 13-25 November that, on completion of the side agreement, it will withdraw 2014 that it withdraws its representations and have has no further comments in relation to the application.</p> <p>No relevant representation has been submitted by British Gas Trading Limited.</p>	N/A – See National Grid.
Eftec Limited	Rights	10_GR, 10a_GR	<p>The Applicant first wrote to Eftec Limited in on 14 October 2013, and wrote again in on 24 April 2014 to confirm that the application had been accepted.</p> <p>in On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Eftec Limited, inviting Eftec Limited to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Eftec's rights to lay pipes and to enter upon the land to inspect etc. the pipes subject to the Applicant not interfering with any existing rights to lay, use and inspect etc. such pipes unless and until replacement</p>	Appendix C.10

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>apparatus has been brought into operation and the Applicant providing alternative access to inspect the pipes/alternative apparatus).</p> <p>The Applicant chased for a response to this request in-on 7 August 2014 and 15 September 2014. No written response was been received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. in-On 13 October 2014, the Applicant wrote to Eftec Limited inviting comments on these protective provisions. Later in-On 31 October 2014, the Applicant wrote to Eftec Limited proposing a form of agreement in relation to the proposed interference with Eftec Limited's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Eftec Limited.</p>	
South Wales Electricity Limited	Rights	10_GR, 10a_GR	<p>The Applicant first wrote to South Wales Electricity Limited in-on 14 October 2013, and wrote again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>in-On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by South Wales Electricity Limited, inviting South Wales Electricity Limited to enter into an agreement with the Applicant.</p> <p>The Applicant chased for a response to this request in-on 7 August 2014 and 15 September 2014. No <u>substantive</u> response was been receivedreceived although the Applicant responded to a request to provide a copy of correspondence from June 2014 for South Wales Electricity Limited's to reference on 22 September 2014.</p> <p>To protect the rights of South Wales Electricity Limited, the Applicant has included at Schedule 9, Part 3 of the draft DCO protective provisions for the protection of electricity, gas, water and sewerage undertakers. in-On</p>	Appendix C.12

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>2 October 2014, the Applicant wrote to South Wales Electricity Limited inviting comments on these protective provisions but no. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by South Wales Electricity Limited.</p>	
Cefn Strain Gauges Limited	Freehold (subsoil)	1_ER	<p>The Applicant first wrote to Cefn Strain Gauges Limited in on 14 October 2013, and wrote again with an update to the application in on 13 December 2013 and again in on 24 April 2014 to confirm that the application had been accepted.</p>	Appendix C.5
	Rights	2_ER, 3_ER, 4_ER, 5_ER, 6_ER	<p>The Applicant made an offer (in respect of an easement for the Electrical Connection) in on 7 February 2014. In April and May 2014, the Applicant requested meetings with Cefn Strain Gauges Limited to discuss the documentation. A Chasing emails were sent on 6 March 2014, 1 April 2014, 7 May 2014, 4 August 2014, 5 November 2014, and 7 November 2014. Although a request was made by Cefn Strain Gauges Limited for copy documents to be sent by email, but no further no substantive response was received.</p> <p>In respect of rights over land, on 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Cefn Strain Gauges Limited, inviting Cefn Strain Gauges Limited to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Cefn Strain Gauges Limited's rights to run services through any conduits and to enter upon the land to inspect etc. subject to the Applicant not interfering with any existing rights to run services and inspect etc. unless and until replacement apparatus has been brought into operation and the Applicant providing alternative access). It is intended that Cefn Strain Gauges Limited's right of access over footpaths adjoining Main Avenue and Fourteenth Avenue would not be compulsorily acquired as the Applicant would use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth</p>	

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>Avenue, enabling access to be maintained.</p> <p>Chasing letters were issued in-on 7 August 2014 and 15 September 2014. No written response was received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Schedule 9, Part 5 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. in-On 13 October 2014, the Applicant wrote to Cefn Strain Gauges Limited inviting comments on these protective provisions.</p> <p>in-On 6 November 2014, the Applicant wrote to Cefn Strain Gauges Limited proposing a form of agreement in relation to the proposed interference with Cefn Strain Gauges Limited 's rights (and reiterating the Applicant wishes to reach agreement in relation to an Easement). This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Cefn Strain Gauges South Wales Electricity Limited.</p>	
Deepan Rasiklal Khiroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	<p>The Applicant first wrote to Deepan Rasiklal Khiroya in-on 14 October 2013, and wrote again with an update to the application in-on 13 December 2013 and again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) in-on 7 February 2014. No response was received, despite the Applicant chasing, the latest chasing letters being issued in a site notice being put up on 14 April 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March 2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p>Correspondence was received from an agent purporting to represent DR Khiroya on 26 November 2014. The Applicant's land agent responded</p>	Appendix C.8

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>requesting further details (including which parties are represented by the agent) and recommended that a solicitor be instructed to negotiate terms on 5 December 2014. A response was received on 13 January 2014 confirming that the agent, Dark Management was only acting for Deepan and Sandeep Khiroya and that the agent was not part of any professional body. The Applicant's land agent has responded with a recommendation that solicitors are instructed to represent the two owners and confirmed that the Applicant would be responsible for their legal costs.</p> <p>No relevant representation has been submitted by Deepan Rasiklal Khiroya.</p>	
Sandeep Rasiklal Khiroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	<p>The Applicant first wrote to Sandeep Rasiklal Khiroya in-on 4 October 2013, and wrote again with an update to the application in-on 13 December 2013 and again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) in-on 7 February 2014. No response was received, despite the Applicant chasing, the latest chasing letter being issued in November 2014 a site notice being put up on 14 April 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March 2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p>Correspondence was received from an agent purporting to represent SR Khiroya on 26 November 2014. The Applicant's land agent responded requesting further details (including which parties are represented by the agent) and recommended that a solicitor be instructed to negotiate terms on 5 December 2014. A response was received on 13 January 2014 confirming that the agent, Dark Management was only acting for Deepan and Sandeep Khiroya and that the agent was not part of any professional body. The Applicant's land agent has responded with a recommendation that solicitors are instructed to represent the two owners and confirmed that the Applicant would be responsible for their legal costs.</p> <p>No relevant representation has been submitted by Sandeep Rasiklal</p>	Appendix C.8

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			Khiroya.	
Nabeel Yunis Soroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	<p>The Applicant first wrote to Nabeel Yunis Soroya in-on 14 October 2013, and wrote again with an update to the application in-on 13 December 2013 and again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) in-on 7 February 2014. No response was received, despite the Applicant chasing, the latest chasing letter being issued in a site notice being put up on 14 April 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March 2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p><u>The Applicant's land agent responded requesting further details (including which parties are represented by the agent) and recommended that a solicitor be instructed to negotiate terms on 5 December 2014. A response was received on 13 January 2014 confirming that the agent, Dark Management was only acting for Deepan and Sandeep Khiroya and that the agent was not part of any professional body.</u></p> <p>No relevant representation has been submitted by Nabeel Yunis Soroya.</p>	Appendix C.19
Naveed Amir Soroya	Freehold (subsoil)	1_ER, 2_ER, 3_ER, 4_ER	<p>The Applicant first wrote to Naveed Amir Soroya in-on 14 October 2013, and wrote again with an update to the application in-on 13 December 2013 and again in-on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) in-on 7 February 2014. No response was received, despite the Applicant chasing, the latest chasing letter being issued in a site notice being put up on 14 April 2014 and 2014 and the Applicant's agent chasing by letter on 25 February 2014, 7 March 2014, 4 April 2014, 3 June 2014 and 12 November 2014.</p> <p><u>The Applicant's land agent responded requesting further details (including which parties are represented by the agent) and recommended that a</u></p>	Appendix C.19

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>solicitor be instructed to negotiate terms on 5 December 2014. A response was received on 13 January 2014 confirming that the agent, Dark Management was only acting for Deepan and Sandeep Khroya and that the agent was not part of any professional body.</p> <p>No relevant representation has been submitted by Naveed Amir Soroya.</p>	
Walters Plant Hire Limited	Freehold (subsoil)	1_ER	<p>The Applicant first wrote to Walters Plant Hire Limited in on 14 October 2013, and wrote again with an update to the application in on 13 December 2013 and again in on 24 April 2014 to confirm that the application had been accepted.</p> <p>The Applicant made an offer (in respect of an easement for the Electrical Connection) in on 5 February 2014. The Applicant and Walters Plant Hire Limited have been progressing discussions, which are now well advanced. The parties are aiming to reach agreement as quickly as possible progressed discussions through May 2014 and on 5 June 2014 the Applicant's solicitors sent enquiries to Walters Plant Hire's solicitors and asked for comments on Subsoil- Option for Electrical Easement and Subsoil - Deed for Electrical Easement. Correspondence relating to professional fees was exchanged on 1 July 2014 and the Applicant called to chase comments on 17 July 2014.</p> <p>The solicitor acting for Walters Plant Hire Limited has provided comments on the proposed option agreement and easement. The on 6 August 2014 and the Applicant's solicitor will be responding to the solicitor acting for Walters Plant Hire Limited during the week commencing 10 November 2014 in relation to the most recent comments with a view to finalising the documents. reviewed these and responded on 19 September 2014. There was correspondence between the Applicant's solicitor and the solicitor acting for Walters Plant Hire on 28 September 2014 and 1 October 2014 and the Applicant's solicitor chased for a response on 22 October 2014. Further mark-ups of the option and easement were received by the Applicant's solicitor on 27 October 2014 and the Applicant's solicitor responded on 11 November 2014 to confirm she had renewed the mark-ups and was taking instructions. The Applicant's solicitor responded and the solicitor acting for Walters Plant Hire exchanged emails on 11</p>	Appendix C.18

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>December 2014 finalising the terms of the option and easement. The Applicant's solicitor has since updated the option and easement with the agreed terms and has sent it to the Applicant for approval prior to it being issued to the solicitor acting for Walters Plant Hire.</p> <p>No relevant representation has been submitted by Walters Plant Hire Limited.</p>	
Paul Jonathan Lloyd	Lessee	2_ER, 3_ER	<p>The Applicant does not intend to compulsorily acquire land or rights over which Paul Jonathan Lloyd has an interest. Plot 2_ER and Plot 3_ER is adopted highway. This will be is reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Main Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Paul Jonathan Lloyd.</p>	N/A
Hirwaun Estates Limited	Lessee	4_ER	<p>The Applicant does not intend to compulsorily acquire land or rights over which Hirwaun Estates Limited has an interest. Plot 4_ER is adopted highway. This will be reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Main Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Hirwaun Estates Limited.</p>	N/A
	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Hirwaun Estates Limited's right of access over part of Fourteenth Avenue. This will be is reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power</p>	N/A – no CA proposed.

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.	
Skipton Building Society	Rights	4_ER	Skipton Building Society is the mortgagee to Hirwaun Estates Limited. The Applicant does not intend to compulsorily acquire land or rights over which Hirwaun Estates Limited has an interest. This will be reflected in the next revision of the draft DCO. Plot 4_ER is adopted highway.	N/A – Mortgagee to Hirwaun Estates Limited.
National Grid Electricity Transmission plc	Freehold (excluding mines and minerals)	5_ER, 6_ER	<p>The Applicant is in advanced discussions with National Grid regarding an easement for the Electrical Connection. These discussions have been progressing since March 2014. The principles for an agreement have been agreed, and it is intention of the Applicant that the necessary documentation (an Interface Agreement and the option for the easement) will be completed as quickly as possible. The last correspondence concerning the agreement for easement was sent by the Applicant to National Grid on 17 September 2014 and there has been no response to date. National Grid has previously stated that the existing signed Connection Agreement with the Applicant is now sufficient for the grant of the easement. The Applicant is reviewing its position.</p> <p>Protective provisions have been agreed with National Grid Electricity plc and are included at Schedule 9, Part 1 of the draft DCO. The parties have also agreed the terms of a side agreement which, as at 12-completed on 24 November, is being engrossed and circulated for execution 2014. National Grid Electricity plc has confirmed that, on completion of the side agreement, it will withdraw its Transmission plc confirmed by email to the Examining Authority on 25 November 2014 that it withdraws representations and have has no further comments in relation to the application.</p>	Appendix C.20
Dwr Cymru Cyfyngedig	Rights	3_ER, 4_ER, 5_ER, 6_ER	<p>The Applicant is in discussions with Dwr Cymru Cyfyngedig to ensure that protective provisions are agreed as soon as possible.</p> <p>In any event, it is noted that the Applicant has included at Schedule 9, Part 3 of the draft DCO protective provisions for the protection of</p>	Appendix C.9

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>electricity, gas, water and sewerage undertakers.</p> <p>Prior to a meeting held between Dwr Cymru Cyfyngedig and the Applicant on 6 August, Dwr Cymru Cyfyngedig provided an initial draft of protective provisions. The Applicant returned comments on these on 20 August, which reflected the parties' discussions to that date. The Applicant has contacted Dwr Cymru Cyfyngedig about the draft several times but has not received any response.</p> <p><u>Protective provisions have been agreed with Dwr Cymru Cyfyngedig and are included at Schedule 9, Part 7 of the draft DCO. The parties are also finalising the terms of a side agreement which is anticipated to complete shortly. Dwr Cymru Cyfyngedig confirmed by email to the Examining Authority on 22 December 2014 that it withdraws representations and has no further comments in relation to the application.</u></p>	
CCF Limited	Rights	4_ER	<p>The Applicant has been informed by CCF Limited that it has no interest in the plot.</p> <p>No relevant representation has been submitted by CCF Limited.</p>	Appendix C.4
Mark Newman		Rights	4_ER	<p>The Applicant has been informed by Mark Newman that in respect of the plot, he is acting in his capacity as a joint administrator (with James Snowden) of AL 2013 Limited. Mr Newman has confirmed that the company has no interest in the</p>

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
				<p>proposed development.</p> <p>No relevant representation has been submitted by Mark Newman or James Snowdon.</p>
<p>James Snowdon Mark Newman</p>	Rights	4_ER	<p>The Applicant has been informed by Mark Newman in letters dated 12 and 13 August 2014 that in respect of the plot, he is acting in his capacity as a joint administrator (with James Snowdon) of AL 2013 Limited. Mr Newman has confirmed that the company has no interest in the proposed development.</p> <p>No relevant representation has been submitted by Mark Newman or James Snowdon.</p>	N/A
James Snowdon	Rights	4_ER	<p>The Applicant has been informed by Mark Newman in letters dated 12 and 13 August 2014 that in respect of the plot, he is acting in his capacity as a joint administrator (with James Snowdon) of AL 2013 Limited. Mr Newman has confirmed that the company has no interest in the proposed development.</p> <p>No relevant representation has been submitted by Mark Newman or James Snowdon.</p>	N/A
J.D. Burford Limited	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire J.D. Burford Limited's right of access over part of Fourteenth Avenue. This will be is reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			No relevant representation has been submitted by J.D. Burford Limited.	
Wendy Joseph	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Wendy Joseph's right of access over part of Fourteenth Avenue. This will be <u>is</u> reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Wendy Joseph.</p>	N/A
Philip Sedgemore	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Philip Sedgemore's right of access over part of Fourteenth Avenue. This will be <u>is</u> reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Philip Sedgemore.</p>	N/A
Tip Top Toilets Limited	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Tip Top Toilets Limited's right of access over part of Fourteenth Avenue. This will be <u>is</u> reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Tip Top Toilets Limited.</p>	N/A

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
Walter Energy Limited	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Walter Energy Limited's right of access over part of Fourteenth Avenue. This will be is reflected in the next revision of the draft DCO.</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Walter Energy Limited.</p>	N/A
Welsh Tyre Recycling	Rights	5_ER	<p>The Applicant does not intend to compulsorily acquire Welsh Tyre Recycling's right of access over part of Fourteenth Avenue. This will be is reflected in the next revision of the draft DCO</p> <p>The Applicant intends to use Article 12 of the draft DCO, being the power to temporarily prohibit or restrict the use of streets. The draft DCO also only provides that the Applicant can temporarily prohibit or restrict part of Fourteenth Avenue, enabling access to be maintained.</p> <p>No relevant representation has been submitted by Welsh Tyre Recycling.</p>	N/A
Swan Mill (Holdings) Limited	Rights	5_ER, 6_ER	<p>The Applicant first wrote to Swan Mill in on 14 October 2013, and wrote again with an update to the application in on 13 December 2013 and again in on 24 April 2014 to confirm that the application had been accepted.</p> <p>in On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Swan Mill, inviting Swan Mill to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Swan Mill's rights of access and rights to use and retain services through conduits subject to the Applicant providing Swan Mill with alternative access and not interfering with any existing rights to use and retain services through conduits unless and until replacement apparatus has been brought into operation).</p> <p>in On 15 September 2014, a draft agreement was issued to Swan Mill</p>	Appendix C.13

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>which Robert Chapman, land agent for Swan Mill, confirmed on 24 September 2014 that Swan Mill agreed in principle, subject to formal engagement with Swan Mill's solicitors. The Applicant's solicitors have chased on 3 October 2015 but have not received any further response from any of Swan Mill's representatives.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Part 5 of Schedule 9 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. It On 31 October 2014, the Applicant wrote to Swan Mill explaining the protective provisions and proposing a form of agreement in relation to the proposed interference with Swan Mill's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Swan Mill.</p>	
Tallyspace Limited	Rights	5_ER, 6_ER	<p>The Applicant first wrote to Tallyspace Limited it on 14 October 2013, and wrote again with an update to the application it on 13 December 2013 and again it on 24 April 2014 to confirm that the application had been accepted.</p> <p>It On 26 June 2014 the Applicant wrote setting out the relevant rights enjoyed by Tallyspace Limited, inviting Tallyspace Limited to enter into an agreement with the Applicant (such agreement would allow the Applicant to interfere with Tallyspace Limited's rights of access and rights to use and retain services through conduits subject to the Applicant providing Tallyspace Limited with alternative access and not interfering with any existing rights to use and retain services through conduits unless and until replacement apparatus has been brought into operation). The Applicant chased for a response to this request it on 7 August and 15 September 2014. No written response was received.</p> <p>To protect rights of access and rights to connect to, use, maintain, repair or renew services, the Applicant has included protective provisions in Part</p>	Appendix C.14

Affected Person	Tenure	Plot(s)	Update on negotiations and any alternatives considered	Correspondence reference
			<p>5 of Schedule 9 of the draft DCO which require the provision of substitute rights before any interference, suspension or extinguishment can occur. It On 13 October 2014, the Applicant wrote to Tallyspace Limited inviting comments on these protective provisions. Later in On 31 October 2014, the Applicant wrote to Tallyspace Limited proposing a form of agreement in relation to the proposed interference with Tallyspace Limited's rights. This letter included a request to return an acknowledgement slip positively confirming acceptance of the protective provisions. No response has been received to date.</p> <p>No relevant representation has been submitted by Tallyspace Limited.</p>	
Unknown	Freehold (subsoil)	1_GR, 1a_GR, 1b_GR, 3_GR, 3a_GR, 3b_GR, 4_GR, 4a_GR, 4b_GR, 8_GR, 8a_GR, 8b_GR, 9_GR, 9a_GR, 9b_GR, 1_ER, 2_ER, 3_ER, 4_ER	Through diligent inquiry, the Applicant considers that there are additional owners who own the subsoil of these plots. The Applicant has been unable to identify these additional owners.	N/A
	Freehold (mines and minerals)	5_ER, 6_ER	<p>The mines and minerals are excluded from the title to National Grid Electricity Transmission plc. The Applicant has been unable to identify the owner of the mines and minerals.</p> <p>No relevant representation has been submitted in respect of the mines and minerals in this plot.</p>	N/A – See National Grid.
	Rights	10_GR, 10a_GR, 4_ER	Through diligent inquiry, the Applicant considers that the plots may be subject to various restrictive covenants and rights to run services. The Applicant has been unable to identify the beneficiaries to these restrictive covenants.	N/A

Appendix C

Latest correspondence with Affected Persons

C.21

C.22

HEAVEN Clair

From: KOSTULIN Rona
Sent: 11 December 2014 20:08
To: 'Kathryn.Gates@geldards.com'
Cc: MCKENZIE Lynsey
Subject: Hirwaun - Ashtenne

Kathryn

Thank you for your emails in relation to the above matter. I have been through your amendments and I am taking instructions.

Could I please just clarify whether you are asking for an increase in the undertaking from [REDACTED] rather than an additional [REDACTED]?

In the meantime it would be useful to know whether you have now received instructions from your client's agent on the points he was coming back to you on.

Kind regards

Rona

Rona Kostulin
Senior Associate, Qualified in England & Wales
for Pinsent Masons LLP

D: +44 131 777 7354 Ext: 867354
Rona.kostulin@pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

*Season's Greetings and best wishes for the New Year from all the partners and staff at Pinsent Masons.
We are proud to support SOS Children's Villages, the world's largest charity for orphaned and abandoned children*

316

317

COOK Jacqueline

From: COOK Jacqueline <Jacqueline.Cook@pinsentmasons.com>
Sent: 01 December 2014 14:04
To: HUTCHISON Robin; GRIFFITHS Richard; KOSTULIN Rona
Subject: FW: Haran Power Limited -Application for development consent order [PM-AC.FID1137814] [GELDARDS LLP-Cardiff.FID1648987]
Attachments: Extract from Letter to Ashtenne (AIF) Limited 26_06_14 - Enc.DOC

Dear all

For information, please see attached/below. We have had some further engagement with Ashtenne but nothing substantive at this end to report so far.

Please let me know if you have any queries.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: COOK Jacqueline
Sent: 01 December 2014 14:03
To: 'Huw Williams'
Cc: Kathryn Gates
Subject: RE: Haran Power Limited -Application for development consent order [PM-AC.FID1137814] [GELDARDS LLP-Cardiff.FID1648987]

Huw

Many thanks for your email. The rights set out in our letter of 26 June were as replicated in the main body of the letter dated 30 October but I attach an extract from the Schedule to the 26 June letter here, with apologies for any confusion. Please let me know if you have any queries or require any further information.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Huw Williams [<mailto:Huw.Williams@geldards.com>]
Sent: 28 November 2014 11:26
To: COOK Jacqueline
Cc: Kathryn Gates
Subject: FW: Haran Power Limited -Application for development consent order [GELDARDS LLP-Cardiff.FID1648987]
Importance: High

Jacqueline,

I refer to your letter of 30th October attached and received while I was away from the office.

Your letter refers to your letter of 26th June, which wasn't enclosed as sated. Could you please provide me with a copy so that I can compare the rights set out. When I wrote to you I thought I had correctly identified the rights from the Book of Reference deposited with the application.

Regards,

Huw

Huw Williams
Partner - Cyfraith Gyhoeddus/ Partner - Public Law
Is-Lywydd - Geldards LLP/ Vice-Chairman Geldards LLP

Ebost / Email: huw.williams@geldards.co.uk
Llinell Unlonyrchol / Direct Dial: +44 (0)29 2039 1765
Symudol / Mobile: +44 (0)79 64 560 365

From: Kathryn Gates
Sent: 06 November 2014 18:01
To: 'jacqueline.cook@pinsentmasons.com'
Cc: Tom Rees (Tom.Rees@hansteen.co.uk); James Arter (James.Arter@hansteen.co.uk); chris mcgough (chris.mcgough@mcgoughplanning.com); Huw Williams; Charles Felgate
Subject: Hirwaun Power Limited -Application for development consent order

Jacqueline

Thank you for your letter of 30 October addressed to my partner Huw Williams who is presently away from the office due to illness

The letter has only just been received at this office and I will discuss it with my client and revert in due course

Regards

Kathryn Gates
Partner
Commercial Property
For and on behalf of Geldards LLP

Dumfries House - Dumfries Place - Cardiff - CF10 3ZF
Direct Dial: +44 (0)29 2039 1717
Direct Fax: +44 (0)29 2023 7268- Email:kathryn.gates@geldards.com
Switchboard: +44 (0)29 2023 8239 - Main Fax: +44 (0)29 2023 7268
DX: 33001 Cardiff 1

NOTICES:

The information contained in this email message and any attachments are: (a) the property of Geldards LLP; (b) confidential; and (c) may also be legally privileged. If you are not the intended recipient, you are not authorised to read, print, copy, store, distribute or disclose to any person this email or its



Pinsent Masons

BY POST

Ashtenne (AIF) Limited
C/O Huw Williams
Geldards LLP
Dumfries House
Dumfries Place
Cardiff CF10 3ZF

Our Ref 56243596.1\jc34\648283.07000

DDI +44 131 225 0051

E jacqueline.cook@pinsentmasons.com

30 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

Thank you for your letter of 27 October 2014 on behalf of your client, Ashtenne (AIF) Limited which correctly confirms that our respective clients are continuing to negotiate in relation to your client's interests in land that might be affected by HPL's proposals. We understand that Rona Kostulin of these offices is in contact with you and will continue to progress discussions in respect of your client's easement.

As you know, in addition to the easement, your client has rights to divert services over land owned by a third party. The grant of the above application (the "Application") would result in the Secretary of State making the Order which would enable HPL to acquire land, construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project which could affect these rights.

We set out your client's affected rights in our letter dated 26 June 2014 (copy enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application. However, we note that these differ from the interests listed in your letter of 24 October 2014. This appears to be a clerical error and we will assume that the interests described in the table below (as per our 26 June 2014 letter) are correct unless you confirm to us otherwise.

Land Plan Reference	Description of Ashtenne (AIF) Ltd's Interests
6_ER as identified and shaded blue on the Land Plan (Sheet 3 of 3) submitted with the Application.	Right to divert such conduits to an alternative route within the property as contained within a Transfer dated 30 August 2012 registered under title CYM569605
6_ER as identified and shaded blue on the Land Plan (Sheet 3 of 3) submitted with the Application.	Rights reserved for the passage of services to and from the retained land through the conduits which are or may after the date of this Transfer be within the property subject to the right of the Transferee (if it desires to carry out any development of the property and the position of any conduits serving the retained land shall prevent such development) to divert such conduits to an alternative route within the property as contained within a Transfer dated 30 August 2012 registered under title CYM569605

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.

A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



	The right of support for the retained land (and all buildings on it) from the property as contained in a Transfer dated 30 August 2012 registered under title CYM569605
--	---

We are grateful for your confirmation in your letter of 24 October that your client is happy with the wording of the protective provisions set out in Part 5 of Schedule 9 to the draft Order ("Protective Provisions") and, subject to the Protective Provisions, for HPL to rely on Articles 19, 22, 27 and 28 of the Order to suspend or extinguish interests in land take temporary possession of parts of the land, required for the Project.

In consideration of the above and of HPL paying your reasonable professional fees in advising on this matter, we would be grateful if you could sign the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Friday 7 November 2014**.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above.

Yours faithfully



Pinsent Masons LLP

Encs: DCO Extract - Part 5, Schedule 9

CC: James Arter, Hansteen (Ashtenne) (Email)
Chris McGough, McGough Planning Consultants (Email)

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, *[Insert Name]*, [for and on behalf of Ashtenne (AIF) Limited] confirm my understanding and acceptance of the following:

1. The Project will interfere with those of interests of Ashtenne (AIF) Limited set out in HPL's letter of 26 June 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in land, and take temporary possession of parts of the land, required for the Project including Ashtenne (AIF) Limited's affected interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed:

Dated:

HEAVEN Clair

From: COOK Jacqueline <Jacqueline.Cook@pinsentmasons.com>
Sent: 12 November 2014 16:39
To: networkalts.swales@openreach.co.uk
Cc: HUTCHISON Robin; GRIFFITHS Richard
Subject: HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT") [PM-AC.FID1137814]
Attachments: Scan-to-Me from MFDEDI306 2014-11-12 155949.pdf; HPL - Landowner Negotiations - Extract from BT Letter 26_06_14.DOC; Scan-to-Me from MFDEDI307 2014-11-07 102503.pdf

To Whom it May Concern

(1) British Telecommunications plc ("BT") Interests in Land

We act on behalf of HPL in the above and write further to letters to you of 26 June, 7 August, 15 September and 2 October 2014. As set out in those letters, HPL has applied for a Development Consent Order ("DCO") to construct and operate an up to 299MW gas fired power station at the Hirwaun Industrial Estate and understands that BT has an interest in land that might be affected by its proposals ("Affected Interests" as shown on the attached extract from our letter dated 26 June).

HPL has sought to reach an agreement with you in relation to the Affected Interests rather than relying on powers under the DCO. However, as we have not received a substantive response to our previous correspondence, we have included provisions in the DCO to protect BT's operations as telecommunications undertaker while HPL carries out the Project.

We received a standard form letter from BT returning our original correspondence of 2 October but have not received any comments on the DCO. Attached is a copy of our letter of 2 October in relation to which we should be grateful if you could confirm that BT accepts the terms of the DCO by returning a signed, hard copy of the below acknowledgement slip.

ACKNOWLEDGMENT SLIP - THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I,, for and on behalf of British Telecommunications plc ("BT") confirm my understanding and acceptance of the following:

1. The Hirwaun Power gas fired power station project (the "Project") will interfere with BT's affected interests ("Affected Interests"), as set out in Hirwaun Power Limited's letter to BT of 26 June 2014 and as listed in the Book of Reference submitted in support of the application for the Hirwaun Power (Gas Fired Power Station) Order (the "Order").
2. The Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in and restrictive covenants over land, and take temporary possession of parts of the land, required for the Project including BT's Affected Interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed: Dated:

(2) Correspondence Error

Along with the return of our 2 October correspondence, BT's letter to us enclosed the following correspondence addressed to BT which we believe was sent to us in error:

(1) Walsingham Planning letter dated 2 October 2014

(2) RWE letter dated 25 September 2014

Copies of these are attached here for reference and, as discussed with Paula at your NNHC office earlier today, the originals will be returned to the NNHC in Hanley by post.

Please let me know if you have any queries or require any further information.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'



Pinsent Masons

BY POST

British Telecommunications plc
BT Centre
81 Newgate Street
London
EC1A 7AJ

Our Ref 55486139.1\jc34\648283.07000

DDI +44 131 225 0051

E jacqueline.cook@pinsentmasons.com

2 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

We act on behalf of HPL in the above and write further to letters to you of 26 June, 7 August and 15 September 2014 to which we have not received a substantive response.

As set out in those letters, HPL has applied for a Development Consent Order ("DCO") to construct and operate an up to 299MW gas fired power station at the Hirwaun Industrial Estate and understands that you have an interest in land that might be affected by its proposals.

HPL has sought, and still seeks, to reach an agreement with you in relation to your interests rather than relying on powers under the DCO. However, as we have not received a response to our previous correspondence, we have included provisions in the DCO to protect your operations as telecommunications undertaker while HPL carries out the Project. These are attached as Part 5 of Schedule 9 to the draft DCO, a copy of which is enclosed here. The full draft DCO is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/projects/wales/hirwaun-power-station/?ipcsection=docs&stage=4&filter=Development+Consent+Order>.

We consider that these protective provisions will adequately protect your interests. We would be grateful if you could confirm if you have any comments on the enclosed draft protective provisions as soon as possible and, at the latest, by **12.00pm on Monday 6 October**. The timetable for examination of the DCO application requires that HPL submit its final proposed DCO on 7 October.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. If you are not in a position to provide comments in this timescale, HPL notes that the timetable allows comments to be made on the final proposed DCO up until 30 October. We note you have not registered as an interested party in the examination process but if you have comments to make up until this date, we still urge you to contact HPL as soon as possible or contact the Planning Inspectorate quoting reference number EN010059.

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC338953) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.

A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office:

30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com

0

Yours faithfully



Pinet Masons LLP

Enc: DCO Extract - Part 5, Schedule 9

COOK Jacqueline

From: Colin Turnbull (LPE) <cpturnbull@peterbrett.com>
Sent: 08 January 2015 13:58
To: Hirwaun
Cc: Norman Campbell; Susannah Harvey (sharvey@stagenenergy.com); Murray Davies; GRIFFITHS Richard; Ann Jenkins
Subject: Hirwaun Power Station - joint statement as to land agreement
Importance: High

Dear Sirs,

"Applicant": Hirwaun Power Limited

"Landowners": A Morgan Farms and Mrs Eunice Davies, Carol Ann Jenkins and Ifan Geraint Jenkins

"Application": Application for development consent in respect of a gas fired power station at Hirwaun

Further to the joint statement dated 7 November 2014 (the "**November Statement**"), the Applicant and the Landowners confirm that the legal agreement referred to in paragraph 3 of the November Statement is substantially in agreed form and should be completed prior to the end of January 2015.

This is a joint statement made by the Applicant and the Landowners.

Yours faithfully

Colin Turnbull
 BSc (Hons) MSc MRTPI
 Associate

For and on behalf of Peter Brett Associates LLP
 16 Brewhouse Yard, Clerkenwell, London, EC1V 4LJ
 t 020 7566 8600
 d 020 7566 6686
 w www.peterbrett.com

Hannah, Reed and Associates Limited is now part of the PBA Group



Peter Brett Associates LLP is a limited liability partnership registered in England and Wales. Registered number: OC334398. Roger Tyn & Partners, Baker Associates, Martin Wright Associates and Hannah, Reed and Associates are part of Peter Brett Associates LLP. A list of members is open to inspection at our registered office. Registered Office: Caversham Bridge House, Waterman Place, Reading, Berkshire, RG1 8DN. UK T: +44 (0)118 950 0761 F: +44 (0)118 959 7498. Brett Consulting Limited is wholly owned by Peter Brett Associates LLP. Registered number: 07785026. Registered address: as above. Email is used as a convenient medium for rapid data transfer. Any contractual correspondence sent or received by email will not be held to be such unless and until it is received in writing by fax or letter. Likewise, file attachments must be treated as uncontrolled documents until issued as hard copy. This email and any files transmitted with it are confidential and may be legally privileged, and are intended solely for the use of the individual or entity to which they are addressed. If an addressing or transmission error has misdirected this email please notify the author by replying to this email and delete the email. If you are not the intended recipient you must not use or disclose, print or rely on this email. You are advised that you open any attachment at your own risk. Any OS Data attached to this email is issued in accordance with Licence No. 100021575 under condition that it is used to plot once and not retained on the recipients computer system.

If you consider this email spam, please forward to spam@mimecast.org

HEAVEN Clair

Subject: FW: Hirwaun Power Ltd - CCF Title information [PM-AC.FID1137814]

From: GRIFFITHS Richard [<mailto:Richard.Griffiths@pinsentmasons.com>]
Sent: 11 September 2014 16:28
To: Susannah Harvey
Cc: COTTAM Emma
Subject: FW: Hirwaun Power Ltd - CCF Title information [PM-AC.FID1137814]

Susannah, see below.

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: COTTAM Emma
Sent: 11 September 2014 15:59
To: GRIFFITHS Richard; Murray Davies; HUTCHISON Robin; COOK Jacqueline
Cc: Ingrid Hellan
Subject: FW: Hirwaun Power Ltd - CCF Title information [PM-eShare.FID1137814]

Dear all,

Please see the below email just received re: CCF's interests.

Many thanks

Emma

Emma Cottam
Solicitor
for Pinsent Masons LLP

D: +44 20 7490 6908 M: +44 7775 007 650 Ext: 816908

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Steph Davies [<mailto:stephanie.davies@travisperkins.co.uk>]
Sent: 11 September 2014 15:38
To: COTTAM Emma; Ingrid Hellan
Subject: Re: Hirwaun Power Ltd - CCF Title information [PM-eShare.FID1137814]

Afternoon,

CCF Limited is a wholly owned subsidiary of Travis Perkins. Prior to the acquisition by TP it was known as SAS Group Services Limited.

We have now checked the title register and confirm CCF Limited has no current interest in this property.

Kind regards,

Steph Davies

Trainee Surveyor

Group Property & Environment Department
Travis Perkins plc
T: 01604 683070 M: 07467 442642 F: 01604 683156

www.travisperkinsplc.co.uk



Proudly Supporting 'Pancreatic Cancer UK'



On 19 August 2014 09:12, COTTAM Emma <Emma.Cottam@pinsentmasons.com> wrote:

Dear Steph,

Many thanks for sending this across.

Kind regards

Emma

Emma Cottam
Solicitor
for Pinsent Masons LLP

D: +44 20 7490 6908 M: +44 7775 007 650 Ext: 816908

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Steph Davies [mailto:stephanie.davies@travisperkins.co.uk]

Sent: 18 August 2014 15:00

To: COTTAM Emma

Cc: Ingrid Hellan
Subject: Fwd: FW: Hirwaun Power Ltd - CCF Title information

Emma,

Please see attached.

Kind regards,

Steph Davies

Trainee Surveyor

Group Property & Environment Department

Travis Perkins plc

T: 01604 683070 M: 07467 442642 F: 01604 683156

www.travisperkinsplc.co.uk



Proudly Supporting **Pancreatic Cancer UK**



----- Forwarded message -----

From: **Steph Davies** <stephanie.davies@travisperkins.co.uk>
Date: 18 August 2014 14:56
Subject: Re: FW: Hirwaun Power Ltd - CCF Title information
To: Ingrid Hellan <IHellan@stagenenergy.com>

Thanks Ingrid,

Please see the attached letter, signed as requested. I shall send the original in tonight's post.

We are still unsure of CCF's interest in this property and shall investigate further. We believe SAS may have disposed of this before TP's involvement.

Kind regards,

Steph Davies

Trainee Surveyor

Group Property & Environment Department

Travis Perkins plc

T: 01604 683070 M: 07467 442642 F: 01604 683156

www.travisperkinsplc.co.uk



Proudly Supporting 'Pancreatic Cancer UK'



On 18 August 2014 14:16, Ingrid Hellan <IHellan@stagenenergy.com> wrote:

Dear Steph,

Please see below an email that was sent from my colleague Murray Davies to Philip Harding back in October regarding title information.

I hope this is helpful!

Kind regards,

Ingrid

From: Murray Davies
Sent: 18 October 2013 10:51
To: philip.harding@travisperkins.co.uk
Cc: Susannah Harvey
Subject: Hirwaun Power Ltd - CCF Title information

Dear Philip

Attached are register of title and title plan for the Hirwaun Industrial Estate, in which SAS Group Services Ltd are referred to.

It appears that Unit 1 was for the benefit of "SAS Group Services Limited" who have since changed their name to CCF (we believe this to be your company), the right is for the beneficiary in title, so if CCF have subsequently sold off Unit 1 then the current owner of Unit 1 (if it is that the running rights extend through that far) would be the now beneficiary.

This is the extent of the information we have, so hopefully this helps you. We have no further information on this title.

Kind Regards

Murray Davies

NB: The information you were sent in the post, is due to the regulations prescribed to us by the Planning Inspectorate. As your company's name appeared in a title we are obliged to send you information on the project and include you in our consultation process, although you may not be directly affected by the development we are proposing.

Murray Davies

Stag Energy

t: +44 (0)131 550 3380

f: +44 (0)131 550 3399

www.stagonergy.com

49 York Place

Edinburgh

EH1 3JD

The information contained in or attached to this email is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorised to and must not disclose, copy, distribute, or retain this message or any part of it. It may contain information which is confidential and/or covered by legal professional or other privilege (or other rules or laws with similar effect in jurisdictions outside Scotland). The views expressed in this email are not necessarily the views of Stag Energy Development Company Limited (the "company"), and the company, its directors, officers or employees make no representation or accept any liability for its accuracy or completeness unless expressly stated to the contrary. We do not accept any liability or responsibility for: (1) changes made to this e-mail or any attachment after it was sent, or (2) viruses transmitted through this e-mail or any attachment. Stag Energy Development Company Limited. Registered Office: 49 York Place, Edinburgh EH1 3JD. Registered in Scotland No SC240966

This e-mail and any attachments are confidential and intended solely for the use of the addressee only. If you have received this message in error, you must not copy, distribute or disclose the contents; please notify the sender immediately and delete the message.

This message is attributed to the sender and may not necessarily reflect the view of Travis Perkins Trading Company Limited, 733503, Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG or its parent company Travis Perkins plc (Registered in England No. 824821; Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG; VAT number 408556737) and any of its subsidiaries. Agreements binding Travis Perkins Trading Company Limited may not be concluded by means of e-mail communication.

E-mail transmissions are not secure and Travis Perkins Trading accepts no responsibility for changes made to this message after it was sent. Whilst steps have been taken to ensure that this message is virus free, Travis Perkins Trading accepts no liability for infection and recommends that you scan this e-mail and any attachments.

If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires. The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

This e-mail and any attachments are confidential and intended solely for the use of the addressee only. If you have received this message in error, you must not copy, distribute or disclose the contents; please notify the sender immediately and delete the message.

This message is attributed to the sender and may not necessarily reflect the view of Travis Perkins Trading Company Limited, 733503, Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG or its parent company Travis Perkins plc (Registered in England No. 824821; Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG; VAT number 408556737) and any of its subsidiaries. Agreements binding Travis Perkins Trading Company Limited may not be concluded by means of e-mail communication.

E-mail transmissions are not secure and Travis Perkins Trading accepts no responsibility for changes made to this message after it was sent. Whilst steps have been taken to ensure that this message is virus free, Travis Perkins Trading accepts no liability for infection and recommends that you scan this e-mail and any attachments.

If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

If you consider this email spam, please forward to spam@mimecast.org

COOK Jacqueline

From: Philip Hodgkin <philip.hodgkin@smithsgore.co.uk>
Sent: 07 November 2014 10:00
To: [REDACTED]
Cc: Andrea Lawrence
Subject: RE: Hirwaun Power Limited - Infrastructure

Dear Mr Davies

Further to my e-mail of 5 November, you will also now have received (or be about to receive) a letter from my colleagues at Pinsent Masons.

We have discussed previously our wish to agree an easement with you to allow my client Hirwaun Power Limited to install an electrical cable in Main Avenue and Fourteenth Avenue in the Hirwaun Industrial Estate. We have also identified that you hold rights in these streets which may be interfered with by the installation of the cable (described in Pinsent Masons' letter of 26 June 2014). The latest letter from Pinsent Masons is further to their previous correspondence and seeks your consent for the project to interfere with these rights but also identifies the protective measures which HPL has committed to in relation to preserving access rights and services.

We are very much hoping that you sign the acknowledgement slip enclosed with that letter and engage with me to agree the terms of an easement.

Should you have any queries, please do not hesitate to contact me.

Kind regards

Philip Hodgkin MRICS FAAV
 Associate

Smiths Gore York House Blackbrook Business Park Taunton Somerset TA1 2PX
e philip.hodgkin@smithsgore.co.uk
m 07595 106758 **t** 01823 446986 (direct)
t 01823 445030 (switchboard) **f** 01823 445031
w <http://www.smithsgore.co.uk>

 This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

 Please consider the environment before printing this e-mail



PLANNING IN THE SOUTH WEST

Our aim is to understand your objectives and provide a bespoke planning service to meet your requirements. With proven expertise, skills and experience from a wide range of planning projects we will deliver successful planning and development outcomes of quality and real value.

• Taunton • Exeter • Truro • Melford • Wincanton
 • Stone on the Wall • Cranborne • Wareham

smithsgore.co.uk



From: Philip Hodgkin
Sent: 05 November 2014 16:06
To: [REDACTED]
Cc: Andrea Lawrence
Subject: RE: Hirwaun Power Limited - Infrastructure

Dear Mr Davies

I haven't heard from you with regards to my below email. Are you available to meet anytime soon?

Many thanks

Philip Hodgkin MRICS FAAV
 Associate

Smiths Gore York House Blackbrook Business Park Taunton Somerset TA1 2PX
e philip.hodgkin@smithsgore.co.uk
m 07595 106758 **t** 01823 446986 (direct)
t 01823 445030 (switchboard) **f** 01823 445031
w <http://www.smithsgore.co.uk>

 This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

 Please consider the environment before printing this e-mail

Sign up for **Landscape**
 Our fortnightly rural news bulletin



PLANNING IN THE SOUTH WEST

Our aim is to understand your objectives and provide a bespoke planning service to meet your requirements. With proven expertise, skills and experience from a wide range of planning projects we will deliver successful planning and development outcomes of quality and real value.

• Taunton • Exeter • Truro • Melford • Wincanton
 • Stone on the Wall • Cranborne • Wareham

smithsgore.co.uk



From: Philip Hodgkin
Sent: 07 May 2014 15:09
To: [REDACTED]
Cc: Andrea Lawrence
Subject: RE: Hirwaun Power Limited - Infrastructure

Dear Mr Davies

I am following up my email below and wondered whether we could find a mutually convenient date in the diary to meet with regards to Cefn Strain Gauges as an affected landowner on the HPL project.

I am relatively free to travel and meet you sometime during week commencing 26th May. Do you have any availability during that week?

Many thanks

Philip Hodgkin MRICS FAAV
Associate

Smiths Gore York House Blackbrook Business Park Taunton Somerset TA1 2PX
e philip.hodgkin@smithsgore.co.uk
m 07595 106758 **t** 01823 446986 (direct)
t 01823 445030 (switchboard) **f** 01823 445031
w <http://www.smithsgore.co.uk>

This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

 Please consider the environment before printing this e-mail

Sign up for  **Landscop e**
Our fortnightly rural news bulletin 

PLANNING IN THE SOUTH WEST

Our aim is to understand your objectives and provide a bespoke planning service to meet your requirements. With proven expertise, skills and experience from a wide range of planning projects we will deliver successful planning and development outcomes of quality and real value.

• Exeter • Exmouth • Teign • Marnhull • Walsheath
• New on the West of England • Wexford

smithsgore.co.uk



From: Philip Hodgkin
Sent: 01 April 2014 18:06
To: [REDACTED]
Cc: Andrea Lawrence
Subject: RE: Hirwaun Power Limited - Infrastructure

Dear Mr Davies

We haven't received a response to the below email so I am just sending this as a courteous reminder. If you would like to discuss the content of the attachments sent on 28 February, or if you have any questions, I would be more than happy to meet with you or discuss them over the phone. I am incidentally at Hirwaun tomorrow afternoon and would be pleased to meet with you late morning or early afternoon if this is convenient with you?

I look forward to hearing from you shortly.

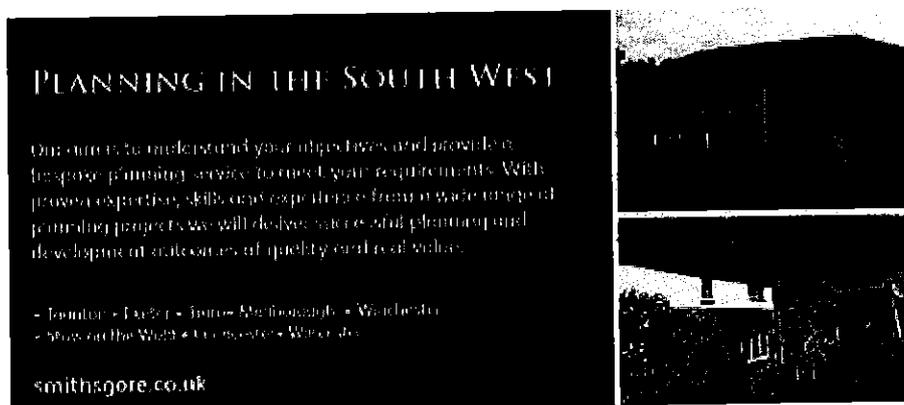
Thanks

Philip Hodgkin MRICS FAAV
Associate

Smiths Gore York House Blackbrook Business Park Taunton Somerset TA1 2PX
e philip.hodgkin@smithsgore.co.uk
m 07595 106758 **t** 01823 446986 (direct)
t 01823 445030 (switchboard) **f** 01823 445031
w <http://www.smithsgore.co.uk>

This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

 Please consider the environment before printing this e-mail



PLANNING IN THE SOUTH WEST

Our aim is to understand your objectives and provide a bespoke planning service to meet your requirements. With proven expertise, skills and experience from a wide range of planning projects we will deliver advice and planning and development outcomes of quality and real value.

- Taunton • Exeter • Dorset • Devon • Gloucestershire • Wiltshire
- Somerset • Cornwall • Devon • Devon • Devon

smithsgore.co.uk

From: Andrea Lawrence
Sent: 28 February 2014 09:56
To: [REDACTED]
Cc: Philip Hodgkin
Subject: Hirwaun Power Limited - Infrastructure

Dear Mr Davies

Further to your telephone conversation with Philip Hodgkin this morning, please find the documentation as discussed herewith.

Yours sincerely
Andrea

Andrea Lawrence

Smiths Gore York House Blackbrook Business Park Taunton Somerset TA1 2PX
e andrea.lawrence@smithsgore.co.uk t 01823 692646 (switchboard) f 01823 445031 w
<http://www.smithsgore.co.uk>

This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

 Please consider the environment before printing this e-mail

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

If you consider this email spam, please forward to spam@mimecast.org



Pinsent Masons

BY POST

Cefn Strain Gauges Ltd
Unit E26
Hirwaun Industrial Estate
Hirwaun
Aberdare
CF44 9UT

Our Ref 56266367.1\jc34\648283.07000

DDI +44 131 225 0051

E jacqueline.cook@pinsentmasons.com

6 November 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

We act on behalf of HPL in the above and write further to our most recent letter to you of 13 October 2014. You will be aware from letters to you in relation to this matter that HPL has applied to the Secretary of State for Energy and Climate Change for a development consent order (the "Order") to construct, operate and maintain an up to 299 MW gas fired power station at Hirwaun Industrial Estate, Hirwaun, Aberdare (the "Application").

The Application is to be determined by no later than 23 July 2015 and the grant of the Application would result in the Secretary of State making the Order which would enable HPL to acquire land, construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project. In particular, Articles 19, 22, 27 and 28 of the Order will make provision for HPL to suspend or extinguish interests in land and restrictive covenants and take temporary possession of parts of the land, required for the Project.

We understand that you have interests in land that might be affected by HPL's proposals ("Affected Interests"). We set out your Affected Interests in our letter dated 26 June 2014 (extract enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application. HPL has sought to reach an agreement with you in relation to your Affected Interests but we have not received a response to our previous correspondence.

HPL has set out provisions in the Order which will protect any Affected Interests you have in relation to access or connecting to, using, maintaining, repairing or renewing services. These provisions mean that HPL cannot interfere with, extinguish or suspend the aforementioned Affected Interests until HPL has provided substitute rights which have the effect of ensuring continuation of access and/or services (to the extent they exist). These provisions are attached as Part 5 of Schedule 9 to the draft Order revision 3.0, October 2014, a copy of which is also enclosed here. The full draft Order is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/wp-content/uploads/projects/EN010059/2.%20Post-Submission/Development%20Consent%20Order/Consent%20Order/Hirwaun%20Power%20Limited.pdf>, should you wish to view it.

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.

A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



In consideration of the above and of HPL paying your reasonable professional fees in advising on this matter, we would be grateful if you could sign the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Tuesday 11 November 2014**.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. We note you have not registered as an interested party but if you wish to contact the Planning Inspectorate please quote reference number EN010059.

Yours faithfully

Pinsent Masons LLP

Encs: DCO Extract - Part 5, Schedule 9, Extract from letter dated 26 June 2014

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, _____, for and on behalf of Cefn Strain Gauges Ltd confirm my understanding and acceptance of the following:

1. The Project will interfere with my Affected Interests, as set out in HPL's letter to Cefn Strain Gauges Ltd of 26 June 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in and restrictive covenants over land, and take temporary possession of parts of the land, required for the Project including Cefn Strain Gauges Ltd Affected Interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed: Dated:



Pinsent Masons

BY POST

FAO: Rob Thomson, Operations Director
Celtic Energy Limited
Castlegate Business Park
9 Beddan Way
Cardiff
CF83 2AX

Our Ref 56269568.1\jc34\648283.07000

DDI +44 131 225 0051

E jacqueline.cook@pinsentmasons.com

31 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

Further to your most recent email correspondence with Jacqueline Cook of these offices on 6 October 2014 and our most recent letter to you of 13 October 2014, you will be aware that HPL has applied to the Secretary of State for Energy and Climate Change for a development consent order (the "Order") to construct, operate and maintain an up to 299 MW gas fired power station at Hirwaun Industrial Estate, Hirwaun, Aberdare (the "Application").

The Application is to be determined by no later than 23 July 2015 and the grant of the Application would result in the Secretary of State making the Order which would enable HPL to acquire land; construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project. In particular, Articles 19, 22, 27 and 28 of the Order will make provision for HPL to suspend or extinguish interests in land and restrictive covenants and take temporary possession of parts of the land, required for the Project.

We understand that you have interests in land that might be affected by HPL's proposals ("Affected Interests"). We set out your Affected Interests in our letter dated 26 June 2014 (extract enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application. HPL has sought to reach an agreement with you in relation to your Affected Interests but we have not received a substantive response to our previous correspondence.

HPL has set out provisions in the Order which will protect any Affected Interests you have in relation to access or connecting to, using, maintaining, repairing or renewing services. These provisions mean that HPL cannot interfere with, extinguish or suspend the aforementioned Affected Interests until HPL has provided substitute rights which have the affect of ensuring continuation of access and/or services (to the extent they exist). These provisions are attached as Part 5 of Schedule 9 to the draft Order revision 3.0, October 2014, a copy of which is also enclosed here. The full draft Order is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/wp-content/uploads/projects/EN010059/2.%20Post-Submission/Development%20Consent%20Order/Consent%20Order/Hirwaun%20Power%20LImited.pdf>, should you wish to view it.

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.
A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office:
30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



In consideration of the above and of HPL paying your reasonable professional fees in advising on this matter, we would be grateful if you could sign the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Friday 7 November 2014**.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. We note you have not registered as an interested party but if you wish to contact the Planning Inspectorate please quote reference number EN010059.

Yours faithfully

Pinsent Masons LLP

Encs: DCO Extract - Part 5, Schedule 9, Extract from letter dated 26 June 2014

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, _____, for and on behalf of Celtic Energy Ltd confirm my understanding and acceptance of the following:

1. The Project will interfere with my Affected Interests, as set out in HPL's letter to me of 26 June 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in and restrictive covenants over land, and take temporary possession of parts of the land, required for the Project including my Affected Interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed:

Dated:

From: Susannah Harvey <sharvey@stagenergy.com>
Sent: 14 January 2015 17:19
To: Andrew Thomas
Cc: Norman Campbell
Subject: Hirwaun - Stephen Short
Attachments: Short - Draft TP1 V2.DOC; Ceridwyn Short (Now Stephen Short) - Option v2.DOC

Dear Andrew,

For your information I now attach the updated documentation to reflect the ownership by Stephen Vernon Short as recorded now at the land registry.

With best regards,

Susannah

Susannah M Harvey
Legal Director
Stag Energy
49 York Place
Edinburgh EH1 3JD
Tel: (44) 131 550 3380
[REDACTED]
Fax: (44) 131 550 3399

www.stagenergy.com

The information contained in or attached to this email is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorised to and must not disclose, copy, distribute, or retain this message or any part of it. It may contain information which is confidential and/or covered by legal professional or other privilege (or other rules or laws with similar effect in jurisdictions outside Scotland). The views expressed in this email are not necessarily the views of Stag Energy Development Company Limited (the "company"), and the company, its directors, officers or employees make no representation or accept any liability for its accuracy or completeness unless expressly stated to the contrary.

We do not accept any liability or responsibility for: (1) changes made to this e-mail or any attachment after it was sent, or (2) viruses transmitted through this e-mail or any attachment.

Stag Energy Development Co. Ltd

Registered office: 49 York Place, Edinburgh EH1 3JD

Registered in Scotland No SC240966

If you consider this email spam, please forward to spam@mlmcast.org

COOK Jacqueline

From: Susannah Harvey <sharvey@stagenergy.com>
Sent: 14 January 2015 14:05
To: COOK Jacqueline
Subject: FW: HPL - Short brothers

Jackie,
Short Brothers related correspondence for your submission.
Susannah

From: Susannah Harvey
Sent: 22 December 2014 08:38
To: Andrew Thomas
Cc: Philip Hodgkin; ncampbell@stagenergy.com; Murray Davies
Subject: HPL - Short brothers

Dear Andrew,

Following your correspondence with Norman at the weekend I can confirm that I have instructed our lawyers, Pinsent Masons to update the documentation for this transaction. Their details are:
Lynsey.Mckenzie@pinsentmasons.com

Can you please confirm the solicitors for your clients. I confirm that all reasonably incurred legal expenses will be paid and can be covered by an undertaking from Pinsent Masons.

With best regards,

Susannah

Susannah M Harvey
Legal Director
Stag Energy
49 York Place
Edinburgh EH1 3JD
Tel: (44) 131 550 3380
[REDACTED]
Fax: (44) 131 550 3399

www.stagenergy.com

The information contained in or attached to this email is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorised to and must not disclose, copy, distribute, or retain this message or any part of it. It may contain information which is confidential and/or covered by legal professional or other privilege (or other rules or laws with similar effect in jurisdictions outside Scotland). The views expressed in this email are not necessarily the views of Stag Energy Development Company Limited (the "company"), and the company, its directors, officers or employees make no representation or accept any liability for its accuracy or completeness unless expressly stated to the contrary.

We do not accept any liability or responsibility for: (1) changes made to this e-mail or any attachment after it was sent, or (2) viruses transmitted through this e-mail or any attachment.

Stag Energy Development Co. Ltd

Registered office: 49 York Place, Edinburgh EH1 3JD

Registered in Scotland No SC240966

COOK Jacqueline

From: Susannah Harvey <sharvey@stagenergy.com>
Sent: 13 January 2015 16:11
To: COOK Jacqueline
Subject: FW: Hirwaun Power Limited - Infrastructure - Ref: SG/317-PAJH-1211

From: Philip Hodgkin [mailto:philip.hodgkin@smithsgore.co.uk]
Sent: 13 January 2015 16:05
To: Dark Property
Cc: Andrea Lawrence
Subject: RE: Hirwaun Power Limited - Infrastructure - Ref: SG/317-PAJH-1211

Dear Mr Khiroya

Thank you for your email. We do however require confirmation from your clients that you are instructed on Deepan and Sandeep's behalf. Please could you seek this from them accordingly.

Also, as Dark Management is unregulated, we recommend that you instruct a solicitor to act on your client's behalf too.

Whilst writing, please can you also confirm that the postal address which we have been using to send correspondence to Deepan and Sandeep are correct?

Kind regards

Philip Hodgkin MRICS FAAV
 Associate

Smiths Gore York House Blackbrook Business Park Taunton Somerset TA1 2PX
e philip.hodgkin@smithsgore.co.uk
m 07595 106758 **t** 01823 446986 (direct)
t 01823 445030 (switchboard) **f** 01823 445031
w <http://www.smithsgore.co.uk>

 This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

 Please consider the environment before printing this e-mail



From: Dark Property [mailto:drk@darkproperty.com]
Sent: 13 January 2015 11:25
To: Philip Hodgkin
Cc: Andrea Lawrence
Subject: RE: Hirwaun Power Limited - Infrastructure - Ref: SG/317-PAJH-1211

Subject to Contract &
Without Prejudice

Dear Mr Hodgkin,

Unfortunately, we only act for Deepan & Sandeep Khiroya. Messrs Soroya are reluctant to engage and therefore I can only obtain verification that we act for the above.

We are a management company and not a member of any professional body.

D Khiroya

From: Philip Hodgkin <philip.hodgkin@smithsgore.co.uk>
Sent: 05 December 2014 09:58
To: Dark Property
Cc: Andrea Lawrence
Subject: RE: Hirwaun Power Limited - Infrastructure - Ref: SG/317-PAJH-1211

Dear Mr Khiroya

Thank you for your email which I received and have forwarded to HPL. I can confirm that it appears your understanding of HPL's offer is correct.

Before we can respond to your individual queries concerning HPL's project, I do need verification that you have instructions to act in the interests of those parties which you mention. We will need confirmation from all 4 individuals who own the property that they wish to enter negotiations together.

I cannot find reference to Dark Management through any of the professional bodies which I have checked. Please could you confirm whether Dark Management is a member of a professional body, regulated by the Royal Institution of Chartered Surveyors (RICS) or a similar?

For your information, all other affected landowners are in the process of finalising all documentation between solicitors. We therefore recommend that you look to instruct a solicitor to represent the joint interests going forward, for which a reasonable undertaking would be available.

I look forward to hearing from you.

Kind regards

Philip Hodgkin MRICS FAAV
Associate

Smiths Gore York House Blackbrook Business Park Taunton Somerset TA1 2PX
e philip.hodgkin@smithsgore.co.uk
m 07595 106758 t 01823 446986 (direct)
t 01823 445030 (switchboard) f 01823 445031
w <http://www.smithsgore.co.uk>

This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-

mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

Please consider the environment before printing this e-mail

-----Original Message-----

From: drk@darkproperty.com [mailto:drk@darkproperty.com]

Sent: 26 November 2014 10:32

To: Philip Hodgkin

Subject: Hirwaun Power Limited - Infrastructure - Ref: SG/317-PAJH-1211

Subject to Contract &
Without Prejudice

Dear Mr Hodgkin,

We refer to your letter of 12 November and related correspondence (copy attached). Dark Management act as managing agents for Deepan & Sandeep Khiroya.

With regard to this correspondence, please confirm our understanding.

1. Your clients, Hirwaun Power, wish to acquire a 5 year option to take a permanent easement over our clients land.
2. If you exercise the option, you will pay our clients a one of fee of [REDACTED]
3. If we don't agree or respond, you will use CPO powers to obtain the same.

Just to provide you with some background. This freehold ground rent was acquired at auction as an opportunistic purchase. Unfortunately, since the acquisition, the partners have fallen out and no longer meet or communicate. Therefore, each and every time an issue, such as this, has arisen, there has usually been a no response attitude and no one has corresponded. Hence, the reason for the delay in you obtaining a response.

As agents for two of the partners, we are happy to try and get involved to see if we can somehow engage the others to move this matter forwards.

We are not promising anything as in the past, any negotiations with the Soroya's have been impossible!

As a first response, I would say that for the grand sum of [REDACTED] I can't believe any of the other partners will be bothered about participating in this process.

Therefore, my proposal to you is that your clients:-

Increase the proposed easement fee.

Agree to undertake to pay our full legal costs in this matter.

Agree to undertake to pay any surveyors costs in this matter, if required.

Agree to undertake to pay an administration charge of £1000 to us for our involvement and assistance in

managing this process through to completion.

I look forward to hearing from you.

D Khiroya
for and on behalf of
Dark Management Ltd

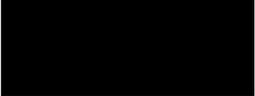
This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

If you consider this email spam, please forward to spam@mimecast.org

Smiths Gore • York House • Blackbrook Business Park • Taunton • Somerset TA1 2PX • United Kingdom
t 01823 445030 • f 01823 445031 • www.smithsgore.co.uk

12 November 2014

Sandeep and Deepan Rasikial Khloya,




Our Ref SG/317-PAJH-1211
Your Ref

Dear Sandeep and Deepan

**Hirwaun Power Limited
Infrastructure**

I am writing with regards to my letter dated 5th February and 3rd June 2014 concerning the acquisition of rights required by the proposed Hirwaun Power Limited project. We have been trying to contact you for some time, but to date have no success, nor have we received any response from you to previous correspondence.

I would be grateful if you could review my previous correspondence and accompanying documentation before making contact with me at your earliest opportunity. Failure to make contact will mean the rights are likely to be obtained through compulsory powers.

I look forward to hearing from you shortly.

Yours sincerely

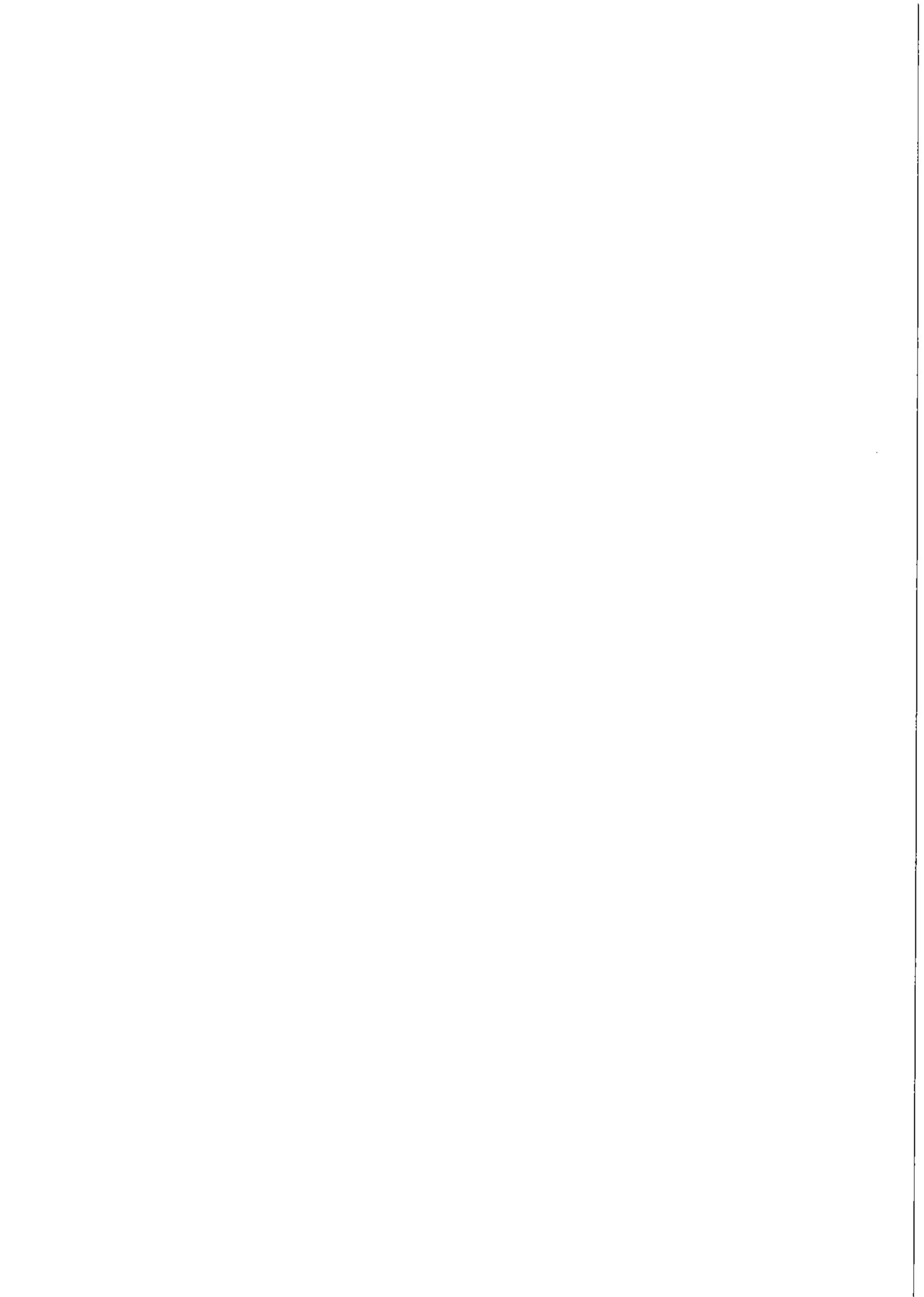

Philip Hodgkin • MRICS FAAV
Associate
e philip.hodgkin@smithsgore.co.uk • t 01823 44 69 86

Enc

*Abergavenny • Andover • Berwick-upon-Tweed • Carlisle • Cirencester • Clitheroe • Corbridge • Darlington • Dumfries
Edinburgh • Exeter • Fochabers • Haddington • Lichfield • Lincoln • London • Maidstone • Marlborough • Newmarket • Oxford
Perth • Peterborough • Petworth • Stamford • Stow-on-the-Wold • Taunton • Truro • Winchester • Worcester • York
Associated companies in British Virgin Islands • Denver • Kuala Lumpur • Sabah • Brunei
*not ISO certified

A list of partners is available from 17-18 Old Bond Street • London W1S 4PT • United Kingdom
Authorised and regulated by the Financial Services Authority.
Regulated by RICS





COOK Jacqueline

From: COOK Jacqueline <Jacqueline.Cook@pinsentmasons.com>
Sent: 22 December 2014 16:13
To: 'hirwaun@infrastructure.gsi.gov.uk'
Cc: Williams Louise; Murray Davies; Colin Turnbull (LPE); GRIFFITHS Richard
Subject: EN010059 Hirwaun Power Station – Dŵr Cymru Cyf, Welsh Water Protective Provisions [PM-AC.FID1137814]

Dear Sirs

I am pleased to confirm that Dŵr Cymru Cyfyngedig, Welsh Water (“DCC”) has agreed the terms of protective provisions with the applicant. All outstanding matters between the parties have now been resolved and DCC is satisfied that their interests in the Order Land will be adequately protected. Accordingly, I have DCC's consent to write to notify you that DCC withdraws all representations in respect of the DCO application, and under s127 and s138 of the Planning Act 2008 with immediate effect.

Kind regards,

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 850051
jacqueline.cook@pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'



Pinsent Masons

BY POST

Efftec Ltd
Treherbert Road
Rhigos
Aberdare
CF44 9UE

Our Ref 56263040.1\jc34\651177.07002

DDI +44 131 225 0051

E jacqueline.cook@pinsentmasons.com

31 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

We act on behalf of HPL in the above and write further to our most recent letter to you of 13 October 2014. You will be aware from various letters to you in relation to this matter that HPL has applied to the Secretary of State for Energy and Climate Change for a development consent order (the "Order") to construct, operate and maintain an up to 299 MW gas fired power station at Hirwaun Industrial Estate, Hirwaun, Aberdare (the "Application").

The Application is to be determined by no later than 23 July 2015 and the grant of the Application would result in the Secretary of State making the Order which would enable HPL to acquire land, construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project. In particular, Articles 19, 22, 27 and 28 of the Order will make provision for HPL to suspend or extinguish interests in land and restrictive covenants and take temporary possession of parts of the land, required for the Project.

We understand that you have interests in land that might be affected by HPL's proposals ("Affected Interests"). We set out your Affected Interests in our letter dated 26 June 2014 (extract enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application. HPL has sought to reach an agreement with you in relation to your Affected Interests but we have not received a response to our previous correspondence.

HPL has set out provisions in the Order which will protect any Affected Interests you have in relation to access or connecting to, using, maintaining, repairing or renewing services. These provisions mean that HPL cannot interfere with, extinguish or suspend the aforementioned Affected Interests until HPL has provided substitute rights which have the affect of ensuring continuation of access and/or services (to the extent they exist). These provisions are attached as Part 5 of Schedule 9 to the draft Order revision 3.0, October 2014), a copy of which is also enclosed here. The full draft Order is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/wp-content/uploads/projects/EN010059/2.%20Post-Submission/Development%20Consent%20Order/Consent%20Order/Hirwaun%20Power%20Limited.pdf>, should you wish to view it.

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.
A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office:
30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



In consideration of the above and of HPL paying your reasonable professional fees in advising on this matter, we would be grateful if you could sign the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Friday 7 November 2014**.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. We note you have not registered as an interested party but if you wish to contact the Planning Inspectorate please quote reference number EN010059.

Yours faithfully

Pinsent Masons LLP

Encs: DCO Extract - Part 5, Schedule 9, Extract from letter dated 26 June 2014

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, _____ for an on behalf of Eftec Limited confirm my understanding and acceptance of the following:

1. The Project will interfere with my Affected Interests, as set out in HPL's letter to Eftec Limited of 26 June 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in and restrictive covenants over land, and take temporary possession of parts of the land, required for the Project including Eftec Limited's Affected Interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed:

Dated:



Pinsent Masons

BY POST

Green Frog Power 214 Limited
C/O Mo Smith
Sarginsons Law LLP
10 The Quadrant
Coventry CV1 2EL

Our Ref 56245335.2\jc34\648283.07000

DDI +44 131 225 0051

E jacqueline.cook@pinsentmasons.com

31 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

We act on behalf of HPL in the above and write further to our most recent letter to you of 6 August 2014 relating to your client, Green Frog Power 214 Limited's rights over land which may be affected by the Project, to which we have not received a substantive response. You will be aware from our previous correspondence that the grant of the above application (the "Application") would result in the Secretary of State making the Order which would enable HPL to acquire land, construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project which could affect your client's rights. We set out these rights in our letter dated 26 June 2014 (extract enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application.

We understand that Rona Kostulin of these offices has also been trying to contact you regarding drafts of the Option In relation to the Gas Easement and the Deed for the Gas Easement (both in respect of subsoil) which were issued by Philip Hodgkin of Smiths Gore on 5 February 2014 and in relation to which there has also been no substantive response.

HPL has set out provisions in the Order which will protect any interests your client have in relation to access or connecting to, using, maintaining, repairing or renewing services. These provisions mean that HPL cannot interfere with, extinguish or suspend the aforementioned interests until HPL has provided substitute rights which have the affect of ensuring continuation of access and/or services (to the extent they exist). These provisions are attached as Part 5 of Schedule 9 to the draft Order revision 3.0, October 2014), a copy of which is also enclosed here. The full draft Order is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/wp-content/ipc/uploads/projects/EN010059/2.%20Post-Submission/Development%20Consent%20Order/Consent%20Order/Hirwaun%20Power%20Limited.pdf>, should you wish to view it.

In consideration of the above and of HPL paying your reasonable professional fees in advising on this matter, we would be grateful if you could sign the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Friday 7 November 2014**.

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333853) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.

A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. We note you have not registered as an interested party but if you wish to contact the Planning Inspectorate please quote reference number EN010059.

Yours faithfully

Pinsent Masons LLP

Pinsent Masons LLP

Encs: DCO Extract - Part 5, Schedule 9, Extract from letter dated 26 June 2014

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, _____, for and on behalf of Green Frog Power 214 Limited confirm my understanding and acceptance of the following:

1. The Project will interfere Green Frog Power 214 Limited's Affected Interests, set out in HPL's letter of 26 June 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in land, and take temporary possession of parts of the land, required for the Project including Green Frog Power 214 Limited's Affected Interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed: Dated:

COOK Jacqueline

From: MACPHERSON Dawn <Dawn.MacPherson@pinsentmasons.com>
Sent: 11 September 2014 12:47
To: 'MSmith@s-law.co.uk'; ICox@s-law.co.uk
Cc: KOSTULIN Rona; MCKENZIE Lynsey
Subject: RE: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement (WA0122.000003) [PM-GI.FID13081191]

Mo

Good to speak with you just now. I look forward to hearing from you/lan in relation to my emails below once your client returns from holiday next week.

Kind regards
Dawn

Dawn MacPherson
Solicitor, Qualified in England & Wales
for Pinsent Masons LLP

D: +44 131 777 7082 Ext: 867082

From: MACPHERSON Dawn [<mailto:Dawn.MacPherson@pinsentmasons.com>]
Sent: 02 September 2014 10:39
To: 'MSmith@s-law.co.uk'
Cc: KOSTULIN Rona; MCKENZIE Lynsey
Subject: RE: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement (WA0122.000003) [PM-GI.FID13081191]

Mo

Please could you come back to me in relation to my emails below?

Many thanks
Dawn

Dawn MacPherson
Solicitor, Qualified in England & Wales
for Pinsent Masons LLP

D: +44 131 777 7082 Ext: 867082

From: MACPHERSON Dawn [<mailto:Dawn.MacPherson@pinsentmasons.com>]
Sent: 06 August 2014 15:24
To: 'MSmith@s-law.co.uk'
Cc: KOSTULIN Rona; MCKENZIE Lynsey; COOK Jacqueline
Subject: RE: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement (WA0122.000003) [PM-GI.FID13081191]

Mo

I refer to my previous emails below and wondered if you could please provide an update?

My colleagues in our planning team have also written to your client regarding the compulsory purchase. Please could you let me know (1) if your client has received the compulsory purchase letter relating to the extinguishment/suspension of rights and, if so, (2) are they happy for a member of our planning team dealing with the DCO application to pick this point up with them directly?

I look forward to hearing from you as soon as possible, if only at the present moment to confirm whether or not you have instructions.

Kind regards
Dawn

Dawn MacPherson
Solicitor, Qualified in England & Wales
for Pinsent Masons LLP

D: +44 131 777 7082 Ext: 867082

From: MACPHERSON Dawn [<mailto:Dawn.MacPherson@pinsentmasons.com>]
Sent: 17 July 2014 10:54
To: 'MSmith@s-law.co.uk'
Cc: KOSTULIN Rona; MCKENZIE Lynsey
Subject: RE: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement (WA0122.000003)
[PM-GI.FID13081191]

Mo

Please could you provide an update in relation to the draft documents and replies to enquiries?

I look forward to hearing from you as soon as possible.

Kind regards
Dawn

Dawn MacPherson
Solicitor, Qualified in England & Wales
for Pinsent Masons LLP

D: +44 131 777 7082 Ext: 867082

From: MACPHERSON Dawn
Sent: 01 July 2014 10:40
To: 'MSmith@s-law.co.uk'
Cc: KOSTULIN Rona; MCKENZIE Lynsey
Subject: RE: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement

Mo

Please could you let me know if you now have instructions from your client in relation to this matter?

I look forward to hearing from you.

Kind regards
Dawn

Dawn MacPherson
Solicitor, Qualified in England & Wales
for Pinsent Masons LLP

D: +44 131 777 7082 Ext: 867082
Dawn.MacPherson@pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

From: MACPHERSON Dawn
Sent: 05 June 2014 14:47
To: MSmith@s-law.co.uk
Cc: KOSTULIN Rona; MCKENZIE Lynsey
Subject: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement

Mo

COOK Jacqueline

From: postmaster@s-law.co.uk
To: 'MSmith@s-law.co.uk'
Sent: 08 October 2014 16:18
Subject: Undeliverable: FW: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement (WA0122.000003) [PM-GI.FID13081191]

Delivery has failed to these recipients or distribution lists:

'MSmith@s-law.co.uk'

The recipient's e-mail address was not found in the recipient's e-mail system. Microsoft Exchange will not try to redeliver this message for you. Please check the e-mail address and try resending this message, or provide the following diagnostic text to your system administrator.

Diagnostic information for administrators:

Generating server: s-law.co.uk

'msmith@s-law.co.uk'

< #5.1.1 smtp;550 5.1.1 RESOLVER.ADR.RecipNotFound; not found> #SMTP#

Original message headers:

Received: from ppmsg.s-law.co.uk (172.16.100.254) by SARG-VFPDC.sarginsons-solicitors.local (172.16.100.11) with Microsoft SMTP Server id 14.3.146.0; Wed, 8 Oct 2014 13:32:26 +0100
 Received: from pps.filterd (ppmsg [127.0.0.1]) by ppmsg.s-law.co.uk (8.14.4/8.14.4) with SMTP id s98CeCTA022159 for <'msmith@s-law.co.uk'>; Wed, 8 Oct 2014 13:43:15 +0100
 Received: from mx1.netprotocol.net (n003-000-000-000.static.ge.com [3.1.0.2] (may be forged)) by ppmsg.s-law.co.uk with ESMTP id 1pkswN0dcf-1 for <'msmith@s-law.co.uk'>; Wed, 08 Oct 2014 13:43:15 +0100
 Received: from eu-smtp-delivery-146.mimecast.com (eu-smtp-delivery-146.mimecast.com [207.82.80.146]) by mx1.netprotocol.net with ESMTP id s98CRB4G046386 for <'msmith@s-law.co.uk'>; Wed, 8 Oct 2014 13:27:11 +0100 (BST)
 Received: from Idscas02.PinsentMasons.local (31-221-96-122.cust-31.exponential-e.net [31.221.96.122]) (Using TLS) by uk-mta-4.uk.mimecast.lan; Wed, 08 Oct 2014 13:43:08 +0100
 Received: from MBXVS03.PinsentMasons.local ([192.168.22.205]) by Idscas02.PinsentMasons.local ([10.201.3.109]) with mapi; Wed, 8 Oct 2014 13:10:33 +0100
 From: KOSTULIN Rona <Rona.Kostulin@pinsentmasons.com>
 To: "'MSmith@s-law.co.uk'" <'MSmith@s-law.co.uk'>
 CC: MCKENZIE Lynsey <Lynsey.McKenzie@pinsentmasons.com>
 Date: Wed, 8 Oct 2014 13:09:04 +0100
 Subject: FW: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement (WA0122.000003) [PM-GI.FID13081191]
 Thread-Topic: Green Frog Power 214 Limited - Land at Hirwaun - Option and Deed of Easement (WA0122.000003) [PM-GI.FID13081191]

Thread-Index: Ac/NthQdLZcFTIMPRD6hjR4vszU5QgVOjVgg
Message-ID: <B0100E89772DEF459A38DB36674928C17425A9ECAA@MBXVS03.PinsentMasons.local>
References: <E0B4A15005C2434EAD606426D3DB71CC78AC233E73@MBXVS03.PinsentMasons.local>
In-Reply-To: <E0B4A15005C2434EAD606426D3DB71CC78AC233E73@MBXVS03.PinsentMasons.local>
Accept-Language: en-US, en-GB
Content-Language: en-US
X-MS-Has-Attach:
X-MS-TNEF-Correlator:
acceptlanguage: en-US, en-GB
MIME-Version: 1.0
X-MC-Unique: 8kKxtYikRDKMfjdC_K0igQ-2
X-Proofpoint-Virus-Version: vendor=fsecure engine=2.50.10432:5.12.52,1.0.28,0.0.0000
definitions=2014-10-08_06:2014-10-08,2014-10-08,1970-01-01 signatures=0
X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 spamscore=0 ipscore=0 suspectscore=0
phishscore=0 bulkscore=0 adultscore=0 classifier=spam adjust=0 reason=mlx
scancount=1 engine=6.0.2-1305240000 definitions=main-1410080116
Return-Path: rona.kostulin@pinsentmasons.com
Content-Type: multipart/alternative;
boundary="_000_B0100E89772DEF459A38DB36674928C17425A9ECAAMBXVS03Pinsen_"



Pinsent Masons

BY POST

South Wales Electricity Limited
55 Vastern Road
Reading
RG1 8BU

Our Ref 55484201.1\c34\648283.07000

DDI +44 131 225 0051

E Jacqueline.cook@pinsentmasons.com

2 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

We act on behalf of HPL in the above and write further to letters to you of 26 June, 7 August and 15 September 2014 to which we have not received a substantive response.

As set out in those letters, HPL has applied for a Development Consent Order ("DCO") to construct and operate an up to 299MW gas fired power station at the Hirwaun Industrial Estate and understands that you have an interest in land that might be affected by its proposals.

HPL has sought, and still seeks, to reach an agreement with you in relation to your interests rather than relying on powers under the DCO. However, as we have not received a response to our previous correspondence, we have included provisions in the DCO to protect your operations as telecommunications undertaker while HPL carries out the Project. These are attached as Part 5 of Schedule 9 to the draft DCO, a copy of which is enclosed here. The full draft DCO is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/projects/wales/hirwaun-power-station/?ipcsection=docs&stage=4&filter=Development+Consent+Order>.

We consider that these protective provisions will adequately protect your interests. We would be grateful if you could confirm if you have any comments on the enclosed draft protective provisions as soon as possible and, at the latest, by **12.00pm on Monday 6 October**. The timetable for examination of the DCO application requires that HPL submit its final proposed DCO on 7 October.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. If you are not in a position to provide comments in this timescale, HPL notes that the timetable allows comments to be made on the final proposed DCO up until 30 October. We note you have not registered as an interested party in the examination process but if you have comments to make up until this date, we still urge you to contact HPL as soon as possible or contact the Planning Inspectorate quoting reference number EN010059.

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157820 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.

A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



Yours faithfully

Pinsent Masons LLP

Enc: DCO Extract - Part 4, Schedule 9



Pinsent Masons

BY POST

Swan Mill Paper Company Limited
Unit 48
Hirwaun Industrial Estate
Rhondda Cynon Taf
Aberdare CF44 9UP

Our Ref 56239027.2\jc34\648283.07000

DDI +44 131 225 0051

E Jacqueline.cook@pinsentmasons.com

31 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

We act on behalf of HPL in the above and write further to our letter to you of 13 October 2014 and subsequent telephone calls and emails with your representatives at Robert Chapman and Company and Burges Salmon up to 3 October 2014. You will be aware that HPL has applied to the Secretary of State for Energy and Climate Change for a development consent order (the "Order") to construct, operate and maintain an up to 299 MW gas fired power station at Hirwaun Industrial Estate, Hirwaun, Aberdare (the "Application").

The Application is to be determined by no later than 23 July 2015 and the grant of the Application would result in the Secretary of State making the Order which would enable HPL to acquire land, construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project. In particular, Articles 19, 22, 27 and 28 of the Order will make provision for HPL to suspend or extinguish interests in land and restrictive covenants and take temporary possession of parts of the land, required for the Project.

We understand that you have interests in land that might be affected by HPL's proposals ("Affected Interests"). We set out your Affected Interests in our letter dated 26 June 2014 (extract enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application. HPL has sought to reach an agreement with you in relation to your interests rather than relying on powers under the DCO. We sent a draft Side Agreement setting out proposed terms to your solicitor at Burges Salmon on 15 September 2014 but have not received any substantive response.

HPL has set out provisions in the Order which will protect any interests or restrictive covenants you have in relation to access or connecting to, using, maintaining, repairing or renewing services. These provisions mean that HPL cannot interfere with, extinguish or suspend the aforementioned interests or restrictive covenants until HPL has provided substitute rights which have the affect of ensuring continuation of access and/or services (to the extent they exist). These provisions are attached as Part 5 of Schedule 9 to the draft Order revision 3.0, October 2014), a copy of which is also enclosed here. The full draft Order is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/wp-content/uploads/projects/EN010059/2.%20Post->

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP,

refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.

A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office:

30 Crown Place, London EC2A 4ES, United Kingdom

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



Submission/Development%20Consent%20Order/Consent%20Order/Hirwaun%20Power%20L
imited.pdf, should you wish to view it.

In consideration of the above and of HPL paying your reasonable professional fees in advising on this matter, we would be grateful if you could sign the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Friday 7 November 2014**.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. We note you have not registered as an interested party but if you wish to contact the Planning Inspectorate please quote reference number EN010059.

Yours faithfully

Pinsent Masons LLP

Encs: DCO Extract - Part 5, Schedule 9, Extract from letter dated 26 June 2014

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, _____, for and on behalf of Swan Mill Paper Company Limited confirm my understanding and acceptance of the following:

1. The Project will interfere with Swan Mill Paper Company Limited's Affected Interests, as set out in HPL's letter of 26 June 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in and restrictive covenants over land, and take temporary possession of parts of the land, required for the Project including Swan Mill Paper Company Limited's Affected Rights.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed:

Dated:



Pinsent Masons

BY POST

Tallyspace Limited
Aston House
Cornwall Avenue
London
N3 1LF

Our Ref 56266387.1\c34\648283.07000

DDI +44 131 225 0051

E.jacqueline.cook@pinsentmasons.com

31 October 2014

Dear Sir

HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")

We act on behalf of HPL in the above and write further to our most recent letter to you of 13 October 2014. You will be aware from letters to you in relation to this matter that HPL has applied to the Secretary of State for Energy and Climate Change for a development consent order (the "Order") to construct, operate and maintain an up to 299 MW gas fired power station at Hirwaun Industrial Estate, Hirwaun, Aberdare (the "Application").

The Application is to be determined by no later than 23 July 2015 and the grant of the Application would result in the Secretary of State making the Order which would enable HPL to acquire land, construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project. In particular, Articles 19, 22, 27 and 28 of the Order will make provision for HPL to suspend or extinguish interests in land and restrictive covenants and take temporary possession of parts of the land, required for the Project.

We understand that you have interests in land that might be affected by HPL's proposals ("Affected Interests"). We set out your Affected Interests in our letter dated 26 June 2014 (extract enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application. HPL has sought to reach an agreement with you in relation to your Affected Interests but we have not received a response to our previous correspondence.

HPL has set out provisions in the Order which will protect any Affected Interests you have in relation to access or connecting to, using, maintaining, repairing or renewing services. These provisions mean that HPL cannot interfere with, extinguish or suspend the aforementioned Affected Interests until HPL has provided substitute rights which have the effect of ensuring continuation of access and/or services (to the extent they exist). These provisions are attached as Part 5 of Schedule 9 to the draft Order revision 3.0, October 2014, a copy of which is also enclosed here. The full draft Order is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/wp-content/uploads/projects/EN010059/2.%20Post-Submission/Development%20Consent%20Order/Consent%20Order/Hirwaun%20Power%20Limited.pdf>, should you wish to view it.

Pinsent Masons LLP

30 Crown Place London EC2A 4ES United Kingdom

T +44 (0)20 7418 7000 F +44 (0)20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority and the appropriate regulatory body in the other jurisdictions in which it operates. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing.

A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: www.pinsentmasons.com



In consideration of the above and of HPL paying your reasonable professional fees in advising on this matter, we would be grateful if you could sign the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Friday 7 November 2014**.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. We note you have not registered as an interested party but if you wish to contact the Planning Inspectorate please quote reference number EN010059.

Yours faithfully

Pinsent Masons LLP

Encs: DCO Extract - Part 5, Schedule 9, Extract from letter dated 26 June 2014

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, _____, for and on behalf of Tallyspace Ltd confirm my understanding and acceptance of the following:

1. The Project will interfere with my Affected Interests, as set out in HPL's letter to Tallyspace Ltd of 6 August 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in and restrictive covenants over land, and take temporary possession of parts of the land, required for the Project including Tallyspace Ltd's Affected Interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed:

Dated:

COOK Jacqueline

From: COOK Jacqueline
Sent: 13 January 2015 09:46
To: Nick Wright
Cc: GRIFFITHS Richard
Subject: RE: Hirwaun Power [PM-AC.FID1137814]

Nick

I hope you are well. Further in this matter, we await a cost estimate from you before finalising an undertaking for your fees to commence negotiations in this matter. I would be grateful for an update on whether you had had a chance to consider this any further and what your client's latest position is.

I am around all day and happy to speak if a call would be useful.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: COOK Jacqueline
Sent: 13 November 2014 13:25
To: 'Nick Wright'
Subject: RE: Hirwaun Power [PM-AC.FID1137814]

Nick

I will confirm with my client and get back to you ASAP – could you please provide an estimate of costs?

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Nick Wright [REDACTED]
Sent: 13 November 2014 13:24
To: COOK Jacqueline
Subject: RE: Hirwaun Power [PM-AC.FID1137814]

Can you confirm your clients will cover our clients professional fees in this matter.

Nick

From: COOK Jacqueline [<mailto:Jacqueline.Cook@pinsentmasons.com>]
Sent: 13 November 2014 12:24

To: Nick Wright
Cc: GRIFFITHS Richard; HUTCHISON Robin
Subject: RE: Hirwaun Power [PM-AC.FID1137814]

Nick

Thank you for the update. Please let me know if I can be of any further assistance.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Nick Wright [REDACTED]
Sent: 13 November 2014 12:09
To: COOK Jacqueline
Subject: RE: Hirwaun Power [PM-AC.FID1137814]

Jackie – I am sorry I haven't been able to get back to you as yet, I am waiting comment from my clients and his legal advisers.

Nick

From: COOK Jacqueline [<mailto:Jacqueline.Cook@pinsentmasons.com>]
Sent: 12 November 2014 11:49
To: Nick Wright
Cc: GRIFFITHS Richard; HUTCHISON Robin
Subject: RE: Hirwaun Power [PM-AC.FID1137814]
Importance: High

Nick

Thank you for speaking with me earlier. As discussed, the draft Order (available online [here](#)) at Articles 19, 22, 27 and 28 sets out the powers HPL would have to carry out works that interfere with others' land interests if its proposals are granted consent. As a separate agreement would achieve the same outcome, we consider it easier for all parties to record their agreement to the terms set out in the Order by way of the acknowledgement slip provided with our letter of 31 October (copy attached).

Where HPL's proposals affect access or services, HPL has committed to protective provisions at Schedule 9, Part 5 of the Order which require it to put in place alternative arrangements before interfering with access or services. These provisions are designed to ensure affected parties would suffer no adverse impact from the works. Our research on land interests indicates none of your client's access or services would be affected but, to the extent they were, they would be protected by Schedule 9, Part 5.

Where restrictive covenants in favour of your client are over land affected by HPL's proposals, they may be suspended or extinguished, to the extent that they are incompatible with the authorised development. Whether such suspension or extinguishment is required will depend on detailed designs to be completed post consent but it is usual practice to include such powers to protect the authorised development at the point the Order is finalised. Accordingly, as it is not confirmed at this stage that suspension or extinguishment will be required (and the Order is clear that it only takes place if there is incompatibility) we do not consider that compensation can be valued now; rather this should be left to the compensation process should suspension or extinguishment actually occur. You are protected in this regard under the terms of the Order, that makes it clear that compensation would be payable to you. Therefore, HPL simply seeks confirmation that your client agrees to the CPO and does not object – this is what would be recorded by the acknowledgement slip provided on 31 October.

In terms of the Planning Inspectorate Examination process, the draft Order via the link above is the one which we are asking to be granted. The wording of the Articles affecting your client is as per the attached link. HPL seeks to finalise

the position on the acquisition of your clients' interests as soon as possible. Ideally, we would seek to reach agreement in principle today so that we can report this back to the Planning Inspectorate tomorrow, 13 October, to be followed with the acknowledgement slip afterwards.

I hope this is all the information you require but please do let me know if you have any queries.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: COOK Jacqueline
Sent: 12 November 2014 09:09
To: 'Nick Wright'
Subject: RE: Hirwaun Power [PM-AC.FID1137814]

Nick

Sorry we were unable to speak yesterday. Further to my voicemail, I am in the office all day today– please let me know when might be convenient for a call.

Many thanks in advance.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Nick Wright [REDACTED]
Sent: 11 November 2014 10:10
To: COOK Jacqueline
Subject: RE: Hirwaun Power [PM-AC.FID1137814]

Jackie, I have tried to call but your phone seems to be out of order?
I am in the office now, on 01659 58697 if it suits to call.

Nick





Pinsent Masons

BY RECORDED DELIVERY

The Honourable John Crichton-Stuart
Marquis of Bute and Earl of Dumfries
C/O Nicholas Wright
Stanley Wright Ltd
The Estate Office
Ulzieside
Sanquhar DG4 6LA

Our Ref 55803100.3\jc34\648283.07000

31 October 2014

Dear Sir

**HIRWAUN POWER LIMITED ("HPL") - APPLICATION FOR A DEVELOPMENT CONSENT ORDER IN RESPECT OF A GAS FIRED POWER STATION (THE "PROJECT")
PINS REFERENCE NUMBER: EN010059**

We are writing to you on behalf of our client HPL in relation to the above matter. Your client will be aware from our previous correspondence of 26 June and 7 August 2014 that HPL has applied to the Secretary of State for Energy and Climate Change for a development consent order (the "Order") to construct, operate and maintain an up to 299 MW gas fired power station at Hirwaun Industrial Estate, Hirwaun, Aberdare (the "Application"). The Application is to be determined by no later than 23 July 2015.

The grant of the Application would result in the Secretary of State making the Order which would enable HPL to acquire land, construct various works and exercise powers for the purposes of, and in connection with, the construction maintenance and operation of the Project. In particular, Articles 19; 22, 27 and 28 of the Order will make provision for HPL to suspend or extinguish interests in land and restrictive covenants and take temporary possession of parts of the land, required for the Project.

Your client has interests in and restrictive covenants over land that might be affected by its proposals ("Affected Interests"). We set out your client's Affected Interests in our letter dated 26 June 2014 (extract enclosed) as they appear in the compulsory purchase Book of Reference submitted with the Application. We understand from a telephone conversation with you on 14 August 2014, that your client would be agreeable in principle to enter in to an agreement with HPL regarding their Affected Interests. HPL has set out provisions in the Order which will protect any interests or restrictive covenants your client has in relation to access or connecting to, using, maintaining, repairing or renewing services. These provisions mean that HPL cannot interfere with, extinguish or suspend the aforementioned interests or restrictive covenants until HPL has provided substitute rights which have the affect of ensuring continuation of access and/or services (to the extent they exist). These provisions are attached as Part 5 of Schedule 9 to the draft Order (revision 3.0, October 2014), a copy of which is also enclosed here.

The full draft Order is available on the Planning Inspectorate website at <http://infrastructure.planningportal.gov.uk/wp-content/ipc/uploads/projects/EN010059/2.%20Post-Submission/Development%20Consent%20Order/Consent%20Order/Hirwaun%20Power%20Limited.pdf>, should you wish to view it.



In consideration of the above and of HPL paying your client's reasonable professional fees in advising on this matter, we would be grateful if you could obtain your client's signature on the acknowledgment slip on the duplicate copy of this letter and return the same by either email or post by no later than **Friday 7 November 2014**.

Please direct all correspondence in relation to this matter to Pinsent Masons LLP, 1 Earl Grey Street, Edinburgh EH3 9AQ marked for the attention of Jacqueline Cook, or alternatively via email or telephone using the details above. We note you have not registered as an interested party but if you wish to contact the Planning Inspectorate please quote reference number EN010059.

Yours faithfully

Pinsent Masons LLP
PINSENT MASON'S LLP

Cc: The Honourable John Crichton-Stuart Marquis of Bute and Earl of Dumfries, Jameson House, 146 – 148 Clerkenwell Road, London EC1R 5DG

Enc: Extract from Letter dated 26 June 2014, Extract from Part 5 of Schedule 9 to revision 3.0 of the draft Order

ACKNOWLEDGMENT SLIP

THE HIRWAUN POWER (GAS FIRED POWER STATION) ORDER

I, _____ (The Honourable John Crichton-Stuart, Marquis of Bute and Earl of Dumfries) confirm my understanding and acceptance of the following:

1. The Project will interfere with my Affected Interests, as set out in HPL's letter to me of 26 June 2014 and as listed in the Book of Reference submitted in support of the Application.
2. The Hirwaun Power (Gas Fired Power Station) Order authorising the Project will contain provisions enabling HPL to suspend or extinguish interests in and restrictive covenants over land, and take temporary possession of parts of the land, required for the Project including my Affected Interests.
3. There are protective provisions contained in Part 5 of Schedule 9 to the draft Order which will apply to protect certain interests in land affected by the Project.
4. HPL will submit a copy of this acknowledgement to the Secretary of State for Energy and Climate Change in support of the Application.

Signed:

Dated:

COOK Jacqueline

From: Rachel Cole <Rachel.Cole@hsgplc.co.uk>
Sent: 15 January 2015 09:58
To: GRIFFITHS Richard
Cc: 'Susannah Harvey'; 'Norman Campbell'; 'Murray Davies'; COOK Jacqueline; Colin Turnbull (LPE)
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Richard

We consider that the update should read as follows:

TRL and the Applicant confirm that the key principles for an agreement have been agreed and that TRL has agreed to the Applicant preparing a draft commercial agreement that reflects the agreed key principles. The Applicant is therefore preparing this commercial agreement, following which it anticipates that negotiations will take place with TRL over the drafting leading to a document to be completed by both parties.

Thanks
Rachel

From: GRIFFITHS Richard [mailto:Richard.Griffiths@pinsentmasons.com]
Sent: 14 January 2015 21:10
To: Rachel Cole
Cc: 'Susannah Harvey'; 'Norman Campbell'; 'Murray Davies'; COOK Jacqueline; Colin Turnbull (LPE)
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Rachel, please can you revert on the below text so we can insert into our response.

Thank you,

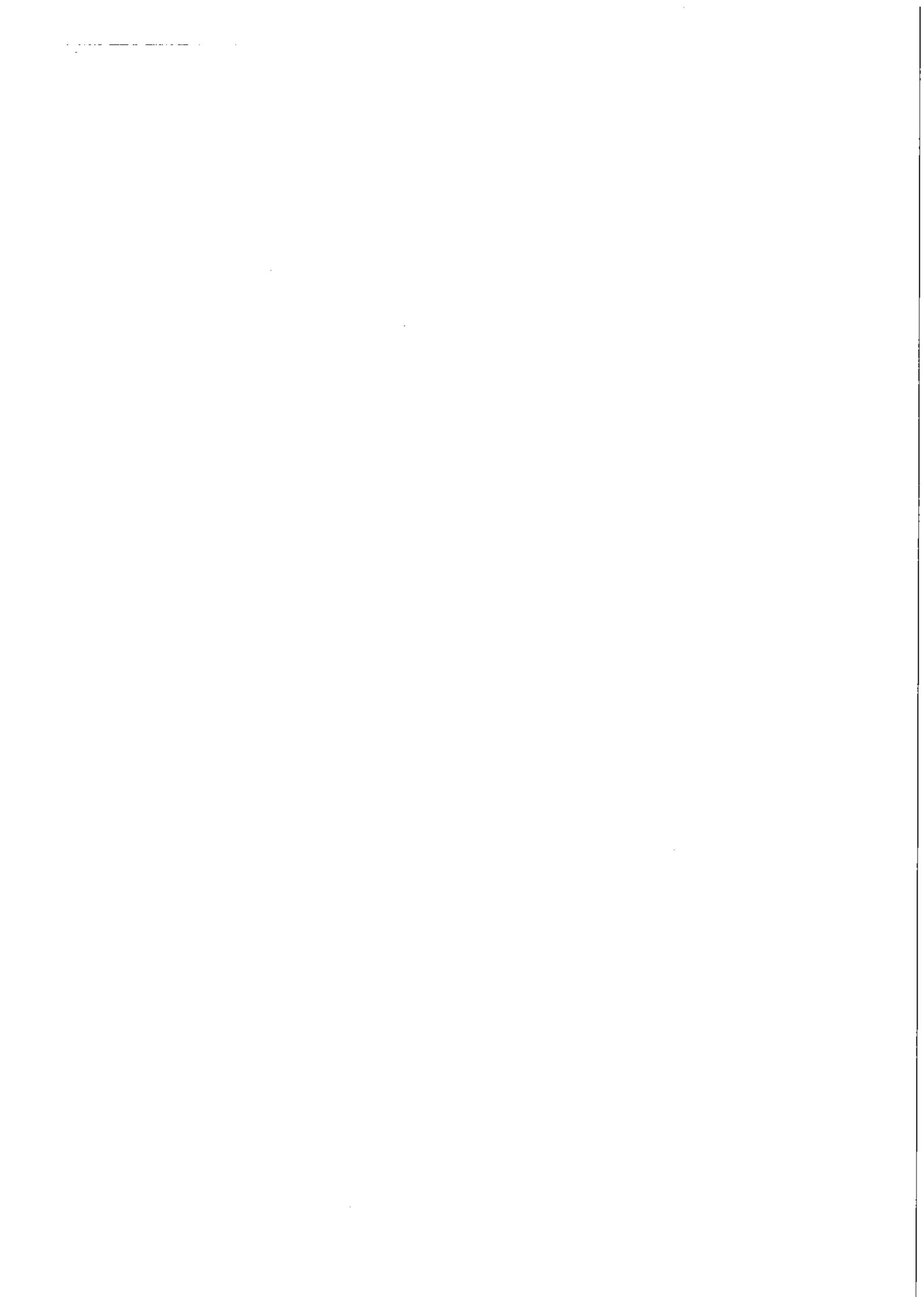
Richard

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Plannina Law Firm 2014 - Plannina Magazine'



COOK Jacqueline

From: COOK Jacqueline
Sent: 15 January 2015 16:39
To: COOK Jacqueline
Subject: FW: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

From: Rachel Cole
Sent: 18 December 2014 15:59
To: 'GRIFFITHS Richard'
Cc: 'Susannah Harvey'; 'Norman Campbell'; 'Murray Davies'
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Richard

I confirm that Kevin and Ian agree (subject to contract) to the principles set out in the summary note you circulated, as amended by point 3 in your email in the chain below. TRL's Board will need to approve the terms of the agreement but we do not see this as a problem as long as the key principles remain.

Please therefore proceed to drafting a proposed agreement based on those key terms.

Thanks
Rachel

From: Rachel Cole
Sent: 15 December 2014 16:15
To: 'GRIFFITHS Richard'
Cc: 'Susannah Harvey'; 'Norman Campbell'; 'Murray Davies'
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Richard

I'm due to discuss this with Kevin and Ian later this week so I'll come back to you then.

Thanks
Rachel

From: GRIFFITHS Richard [<mailto:Richard.Griffiths@pinsentmasons.com>]
Sent: 13 December 2014 18:05
To: Rachel Cole
Cc: 'Susannah Harvey'; 'Norman Campbell'; 'Murray Davies'
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Rachel, have you given any thought to my first point below?

Many thanks, Richard

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981

*Season's Greetings and best wishes for the New Year from all the partners and staff at Pinsent Masons.
We are proud to support SOS Children's Villages, the world's largest charity for orphaned and abandoned children*

From: GRIFFITHS Richard
Sent: 27 November 2014 13:33
To: Rachel Cole
Cc: Susannah Harvey; Norman Campbell; Murray Davies
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Rachel, if Kevin and Ian can confirm point 4 then actually do we need a call? We can just crack on prepare the structure of the Agreement?

In the meantime I will check your suggested time.

Richard

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Rachel Cole [<mailto:Rachel.Cole@hsgplc.co.uk>]
Sent: 27 November 2014 13:27
To: GRIFFITHS Richard
Cc: Susannah Harvey; Norman Campbell; Murray Davies
Subject: Re: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Richard

Is 3.30pm next Thursday ok for a call?

Thanks
Rachel

Sent from my iPhone

On 27 Nov 2014, at 11:18, "GRIFFITHS Richard" <Richard.Griffiths@pinsentmasons.com> wrote:

Rachel, that is disappointing but I understand. I look forward to receiving a revised time.

Regards, Richard

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Rachel Cole [<mailto:Rachel.Cole@hsgplc.co.uk>]
Sent: 27 November 2014 11:02
To: GRIFFITHS Richard
Cc: Susannah Harvey; Norman Campbell; Murray Davies
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Richard

Thanks for your email.

I have been called at short notice to a site so I'm afraid I can't make the call. I will come back to you shortly with a suggested time to re-arrange.

Apologies for the further postponement.

Rachel

From: GRIFFITHS Richard [mailto:Richard.Griffiths@pinsentmasons.com]
Sent: 27 November 2014 10:42
To: Rachel Cole
Cc: Susannah Harvey; Norman Campbell; Murray Davies; GRIFFITHS Richard
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Rachel,

1. The undertaking refers to the cap being inclusive of fees and disbursements which would include travel expenses, so I am not proposing to amend the undertaking.
2. We require an invoice from you please marked "payable by Watt Power Limited".
3. As I mentioned on the telephone yesterday, the current proposal from HPL is that they will be responsible for up to £[REDACTED] of your professional fees in this matter, with an option value of £[REDACTED]. I have discussed with my client whether exceeding £[REDACTED] for professional fees would have a knock on effect for the option value. Having considered this, my client is prepared to revise its offer at paragraph 4 of the October summary note and agree to pay your professional fees (internal and external) in respect of negotiating the option up to a maximum cap of £[REDACTED] inclusive of VAT and disbursements. The option value would remain at £[REDACTED].
4. In light of point 3 above, on the call at 3pm today we would like to agree the key commercial terms in the summary note and receive your agreement that we may proceed to drafting a proposed agreement based on those key commercial terms as we consider that we need to move this on to the next stage. We would also like to submit a joint statement into the Examination confirming that key commercial terms that will form the basis of an agreement have been agreed between TRL and HPL and that the parties are now drafting the necessary legal agreements.

Kind regards, Richard

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Rachel Cole [mailto:Rachel.Cole@hsgplc.co.uk]
Sent: 26 November 2014 08:38
To: GRIFFITHS Richard
Subject: RE: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Richard

I agree that those are the points to be discussed.

I confirm receipt of the undertaking but should be grateful if you would revise it to refer to "fees and expenses" incurred by Tower. The undertaking should cover travel expenses etc of Tower and not just "fees" incurred by Tower. I don't think there's any dispute, but I'd be grateful if the undertaking matched our understanding. In relation to

fees and expenses that have already been incurred, please can you confirm what you require for us to receive payment.

Many thanks
Rachel

From: GRIFFITHS Richard [<mailto:Richard.Griffiths@pinsentmasons.com>]
Sent: 25 November 2014 21:34
To: Rachel Cole
Cc: Norman Campbell; Susannah Harvey; Murray Davies
Subject: HPL: Call with TRL, 9am 26/11/14 [PM-AC.FID1137814]

Rachel,

I will circulate tomorrow morning before 9am the dial in details for the conference call.

I know you were trying to speak to the wider Board on the scenarios contained in the summary paper that I circulated on 8 October. Have you managed to do that? Clearly we need to know that (a) the financial offer for the land that we have put to TRL is acceptable and (b) the scenarios that we discussed at the meeting in Durham are acceptable (including the coal liability cap and the amount of that cap) before we can really move anything forward. If your Board disagrees with either of these terms, then we need to know and what its position is.

This is what we would like to be discussing on the call tomorrow.

Please confirm receipt of the undertaking that I have provided to you.

Kind regards, Richard

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981
Richard.Griffiths@pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

If you consider this email spam, please forward to spam@mimecast.org

COOK Jacqueline

From: COOK Jacqueline
Sent: 21 October 2014 14:41
To: 'Richard Park'
Subject: RE: 54955032.1/jc354/648283.07000 [PM-AC.FID1137814]

Dear Richard

Apologies for not getting back to you sooner about this but please see attached link to Site Layout plans available on the Planning Inspectorate's Website.

<http://infrastructure.planningportal.gov.uk/wp-content/ipc/uploads/projects/EN010059/2.%20Post-Submission/Application%20Documents/Plans/2.4%20Indicative%20Site%20Layout%20Plans.pdf>

A further link is provided here in case you wish to view any other plans:

<http://infrastructure.planningportal.gov.uk/projects/wales/hirwaun-power-station/?ipcsection=docs&stage=app&filter=Plans>

Please do not hesitate to contact me should you have any further queries or wish to discuss.

Kind regards,

Jackie

Jacqueline Cook
Associate
for Pinsent Masons LLP

D: +44 131 225 0051 M: +44 7920 701 021 Ext: 860051

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

'Ranked no.1 Planning Law Firm 2014 - Planning Magazine'

From: Richard Park [<mailto:Richard.Park@wwutilities.co.uk>]
Sent: 19 September 2014 16:28
To: COOK Jacqueline
Subject: 54955032.1/jc354/648283.07000
Importance: High

Dear Sirs

I have been passed your letter dated 15th September 2014.

While I am led to believe that WWU are not impacted in this project, can you please forward a copy of the most recent site plan so I can cross reference this with our Plant Protection department.

Thank you.

Richard Park

Assistant Wayleave Officer
Wales & West Utilities Ltd
Wales & West House
Spoooner Close
Celtic Springs
Coedkernew
Newport
NP10 8FZ

Office Tel : - 02920 278 882
Mobile Tel : - 07772 854 052
Fax : - 0870 145 0076

richard.park@wwutilities.co.uk

Follow us on  | Like us on  | Subscribe to us on  | www.wwutilities.co.uk

This email transmission and any attachments to it are strictly confidential and are intended solely for the person or organisation to whom it is addressed. Its contents may contain legal professional or other privileged information. If you are not the intended recipient, please notify us immediately and delete it, without retaining it, copying it, disclosing its contents to anyone or acting upon it.

You must ensure that you have appropriate virus protection before you open or detach any documents from this transmission. We accept no responsibility for viruses.

We may monitor replies to emails for operational or lawful business reasons.

The views or opinions expressed in this email are the author's own and may not, unless expressly stated to the contrary, reflect the views or opinions of Wales & West Utilities Limited, its affiliates or subsidiaries. Unless expressly stated to the contrary, neither Wales & West Utilities Limited, its affiliates or subsidiaries, their respective directors, officers or employees make any representation about, or accept any liability for, the accuracy or completeness of such views or opinions.

Wales & West Utilities Limited

Registered office: Wales & West House, Spooner Close, Celtic Springs, Coedkernew, NEWPORT NP10 8FZ

Registered in England and Wales No 5046791

If you consider this email spam, please forward to spam@mimecast.org

HEAVEN Clair

From: KOSTULIN Rona
Sent: 15 January 2015 13:17
To: 'Peter Hurn'
Cc: MCKENZIE Lynsey
Subject: RE: Hirwaun - Walters Plant Hire

Peter

I hope you had a good Christmas and New Year.

Many thanks for your email. I have updated the option and easement with the terms we have agreed in correspondence and I have emailed them to my client for approval before sending them back to you. I will be back in touch with you as soon as possible with the updated versions.

I will come back to you under cover of a separate email in relation to Celtic Energy Limited.

Many thanks

Kind regards

Rona

Rona Kostulin
 Senior Associate, Qualified in England & Wales
 for Pinsent Masons LLP

D: +44 131 777 7354 Ext: 867354

From: Peter Hurn [mailto:Peter.Hurn@hughjames.com]
Sent: 15 January 2015 10:39
To: KOSTULIN Rona
Cc: MCKENZIE Lynsey
Subject: RE: Hirwaun - Walters Plant Hire

Rona

Have you had a chance to update the documents as yet – I cannot recall receiving anything since your e-mail of 11th December – Apologies if I have.

I have also had a bundle of papers from Celtic Energy Limited (they are a related Walters Company) – the paperwork largely seems to be Planning Inspectorate documentation – is there are land paperwork required for Celtic too?

Kind regards

Peter



Peter Hurn
 Partner
 Commercial Property
 Hugh James

Web: www.hughjames.com

From: KOSTULIN Rona [mailto:Rona.Kostulin@pinsentmasons.com]
Sent: 11 December 2014 20:10
To: Peter Hurn

Cc: MCKENZIE Lynsey
Subject: RE: Hirwaun - Walters Plant Hire

Peter

Yes that sounds sensible. I will update the option and easement with the various points set out in the correspondence between us and send them over to you for approval.

Many thanks

Kind regards

Rona

Rona Kostulin
Senior Associate, Qualified in England & Wales
for Pinsent Masons LLP

D: +44 131 777 7354 Ext: 867354

*Season's Greetings and best wishes for the New Year from all the partners and staff at Pinsent Masons.
We are proud to support SOS Children's Villages, the world's largest charity for orphaned and abandoned children*

From: Peter Hurn [<mailto:Peter.Hurn@hughjames.com>]
Sent: 11 December 2014 18:41
To: KOSTULIN Rona
Cc: MCKENZIE Lynsey
Subject: RE: Hirwaun - Walters Plant Hire

Thanks Rona - as long as reference to third parties, is to someone with a legal interest in the site or a tenancy or lease or a registered legal charge or mortgage over the site, I am happy to run with that - could you add some wording to that effect and I will then recommend to my client for sign off?

Kind regards

Peter Hurn
HUGH JAMES



Peter Hurn
Partner
Commercial Property
Hugh James

Web: www.hughjames.com

From: KOSTULIN Rona [<mailto:Rona.Kostulin@pinsentmasons.com>]
Sent: 11 December 2014 15:08
To: Peter Hurn
Cc: MCKENZIE Lynsey
Subject: RE: Hirwaun - Walters Plant Hire

Peter

Many thanks for your email below. I have added comments in red.

I look forward to hearing from you.

Kind regards

Rona

12 November 2014

Nabeel Yunis and Naveed Amir Soroya
[REDACTED]



Our Ref SG/317-PAJH-1211
Your Ref

Dear Nabeel Yunis and Naveed Amir

**Hirwaun Power Limited
Infrastructure**

I am writing with regards to my letter dated 5th February and 3rd June 2014 concerning the acquisition of rights required by the proposed Hirwaun Power Limited project. We have been trying to contact you for some time, but to date have no success, nor have we received any response from you to previous correspondence.

I would be grateful if you could review my previous correspondence and accompanying documentation before making contact with me at your earliest opportunity. Failure to make contact will mean the rights are likely to be obtained through compulsory powers.

I look forward to hearing from you shortly.

Yours sincerely
[REDACTED]

Philip Hodgkin • MRICS FAAV
Associate
e philip.hodgkin@smithsgore.co.uk • t 01823 44 69 86

Enc



COOK Jacqueline

From: COOK Jacqueline
Sent: 15 January 2015 17:56
To: COOK Jacqueline
Subject: FW: National Grid: Hirwaun Power Limited [PM-GLFID13081195]

From: Susannah Harvey [<mailto:sharvey@stagenenergy.com>]
Sent: 17 September 2014 12:08
To: GRIFFITHS Richard; HUTCHISON Robin
Subject: Fwd: Hirwaun Power Limited

FYI re NG easement see below recent progress.
Susannah

Sent from my iPhone

Begin forwarded message:

From: "Philip Hodgkin" <philip.hodgkin@smithsgore.co.uk>
To: "Pritchard, Amanda" <Amanda.Pritchard@nationalgrid.com>
Cc: "Wong, Amy" <amy.h.wong@nationalgrid.com>, "Skuse, Tim" <tim.skuse2@nationalgrid.com>, "Lynsey.McKenzie@pinsentmasons.com" <Lynsey.McKenzie@pinsentmasons.com>, "Andrea Lawrence" <Andrea.Lawrence@smithsgore.co.uk>
Subject: RE: Hirwaun Power Limited

Dear Amanda

Thank you for your email. I am resending the correspondence with the easement plan and other enclosures previously sent. You will note that HPL are only seeking an easement along the road (Fourteenth Avenue) leading up to your site.

It appears we are all now able to agree a way forward so maybe it would be best for Tim to speak directly with Pinsent Masons going forward. I have copied in Lynsey McKenzie of Pinsent Masons in to this email too so Tim can make contact at his earliest convenience.

Should you need anything else from me going forward, please do not hesitate to contact me.

Kind regards

Philip Hodgkin MRICS FAAV
Associate

Smiths Gore York House Blackbrook Business
Park Taunton Somerset TA1 2PX

e
philip.hodgkin@smithsgore.co.uk <<mailto:yphilip.hodgkin@smithsgore.co.uk>>
>

m 07595 106758 t 01823 446986 (direct)
t 01823 445030 (switchboard) f 01823 445031
w <http://www.smithsgore.co.uk><<http://www.smithsgore.co.uk/>>

This email may contain confidential information; if received in error please delete it without making or distributing copies. Opinions and information that do not relate to the official business of Smiths Gore are not endorsed by the firm. Smiths Gore may monitor outgoing and incoming e-mails. By replying to this e-mail you give your consent to such monitoring. This e-mail has been scanned for all viruses by Star. The service is powered by MessageLabs.

P Please consider the environment before printing this e-mail

[Description: Landscape-Email-Signup-
butt]<<http://www.smithsgore.co.uk/publications>>[twitter]

[Taunton Email Footer_Pl#77C]

From: Pritchard, Amanda [<mailto:Amanda.Pritchard@nationalgrid.com>]
Sent: 16 September 2014 19:07
To: Philip Hodgkin
Cc: Wong, Amy; Skuse, Tim
Subject: RE: Hirwaun Power Limited

Philip,

I apologise for the delay in responding.

The Interface Agreement can (and has with other customers) been drafted to accommodate both a Customer's equipment within the NGET operational compound and the cables that cross NGET's land to reach that compound). We have done this previously to avoid the need for both an easement and an Interface Agreement. I am fairly relaxed either way, just wishing to keep unnecessary costs down.

Do you have a plan of the suggested cable route as this will need to be agreed with the NG site team given the interaction both our own development and that of the PYC scheme?

This case will be taken forward by my colleague, Tim Skuse, copied herein. I suggest that you forward to Tim and myself any details which you do have so that we may discuss it and then Tim will take it forward.

With regards,

Amanda Pritchard
Acquisitions Manager
Land and Development
National Grid
Tel. +(44) (0) 1926 655 875
Mobile +(44) (0) 7836 667 360
Amanda.Pritchard@nationalgrid.com<<mailto:Amanda.Pritchard@nationalgrid.com>>

HEAVEN Clair

From: Weber Yohanna <YohannaWeber@eversheds.com>
Sent: 25 November 2014 17:41
To: 'hirwaun@infrastructure.gsi.gov.uk'
Cc: COOK Jacqueline; 'Stirling, Vicky'; HUTCHISON Robin
Subject: EN010059 Hirwaun Power Station – National Grid

Dear Sirs

Further to my email below I am pleased to confirm that National Grid Electricity Transmission plc and National Grid Gas plc ("National Grid") have agreed the terms of protective provisions and the confidential side agreements with the applicant. All outstanding matters between the parties have now been resolved and National Grid are satisfied that their interests in the Order Land will be adequately protected.

Accordingly National Grid (and, for the avoidance of doubt, National Grid plc and National Grid Property Holdings Ltd) hereby withdraw all representations in respect of the DCO application, and under s127 and s138 of the Planning Act 2008 with immediate effect.

Regards

Yohanna Weber
Senior Associate

Tel 0845 497 0708
Mob +44 (0) 777 630 4825
www.eversheds.com

From: Weber Yohanna
Sent: 13 November 2014 12:23
To: 'hirwaun@infrastructure.gsi.gov.uk'
Cc: COOK Jacqueline; Stirling, Vicky
Subject: EN010059 Hirwaun Power Station – National Grid

FAO Iwan Davies

Dear Iwan

In accordance with today's deadline we wish to update the Examining Authority that National Grid Gas Plc and National Grid Electricity Transmission plc ("National Grid") have agreed satisfactory protective provisions and a confidential commercial side agreement with the applicant, and are in the process of executing the agreement. Subject to finalisation of those formalities National Grid expects to be in a position to formally withdraw its representations on the application by the next PINS deadline.

I hope this assists and if you have any queries please do not hesitate to contact me.

Regards

Yohanna Weber
Senior Associate

Tel 0845 497 0708
Mob +44 (0) 777 630 4825
www.eversheds.com

***** This e-mail is sent for and on behalf of Eversheds LLP *****

Winner of the Inclusive Culture Award at the Opportunity Now Excellence in Practice Awards 2014

This e-mail is sent for and on behalf of Eversheds LLP which is a limited liability partnership, registered in England and Wales, registered number OC304065. Registered office One Wood Street, London, EC2V 7WS. Registered VAT number GB820704559. A list of names of the members of Eversheds (who are referred to as "partners") together with a list of those non-members who are designated as partners and their professional qualifications is available for inspection at the above office. Eversheds LLP is authorised and regulated by the Solicitors Regulation Authority and governed by the SRA Code of Conduct (see www.sra.org.uk/handbook/). Confidentiality: This e-mail and its attachments are intended for the above named only and may contain confidential and privileged information. If they have come to you in error you must not copy or show them to anyone; please reply to this e-mail and highlight the error to the sender and then immediately delete the message.

*****[www.eversheds.com]*****

If you consider this email spam, please forward to spam@mimecast.org

COOK Jacqueline

From: COOK Jacqueline
Sent: 15 January 2015 18:40
To: COOK Jacqueline
Subject: FW: Option/deed of easement - land at Hirwaun Industrial Estate [PM-GI.FID13081193]

From: Howlett, Gareth [<mailto:G.Howlett@CapitalLaw.co.uk>]
Sent: 11 November 2014 16:46
To: MCKENZIE Lynsey
Subject: RE: Option/deed of easement - land at Hirwaun Industrial Estate [PM-GI.FID13081193]

Lynsey

My apologies for not coming back to you before now.

The position remains that my client does not have title to the parcels of land (save for a small slither of the gas easement land as shown on the SIM search result provided previously) over which your client requires the various easements. It is worth noting that a SIM search using the electrical easement plan confirms that the land is wholly within Ashtenne's title, WA869399.

I note your comment on Entry A1 Note 2 of WA869399 but the subsoil and legal title to it vests in Ashtenne. On this basis the ad medium filum principle is displaced by evidence of ownership and therefore irrelevant in my view.

My client as you know is more than happy to assist yours where it can but without title, presumed or otherwise, I cannot see how the option and transfer can be amended to provide the additional rights of way.

Kind regards

Gareth

Gareth Howlett

Associate

Commercial Property

D: 029 2047 4493

M: 07734910628

E: g.howlett@capitallaw.co.uk

From: MCKENZIE Lynsey [<mailto:Lynsey.McKenzie@pinsentmasons.com>]
Sent: 29 September 2014 14:05
To: Howlett, Gareth
Cc: Susannah Harvey; Philip Hodgkin; Martyn Duggan; KOSTULIN Rona
Subject: FW: Option/deed of easement - land at Hirwaun Industrial Estate [PM-GI.FID13081193]

Gareth

Please could you confirm if the email below answers the queries on why IGUK are being asked to grant the rights and when you expect to be able to come back to us on the proposals.

Regards

Lynsey McKenzie
Legal Director
for Pinsent Masons LLP

D: +44 131 777 7061 M: +44 7776 468 365 Ext: 867061

From: MCKENZIE Lynsey [<mailto:Lynsey.McKenzie@pinsentmasons.com>]
Sent: 23 September 2014 09:34
To: Howlett, Gareth
Cc: Susannah Harvey; Philip Hodgkin; Martyn Duggan; KOSTULIN Rona
Subject: RE: Option/deed of easement - land at Hirwaun Industrial Estate [PM-GI.FID13081193]

Gareth

I understand that there are two easement plans, one for the gas route and one for the electrical route. I attach both to ensure there is no confusion.

In respect of the northern part of the gas route. I appreciate that from your SIM search it would appear that a part of this is within Ashtenne's title and would not vest in IGUK. I attach a copy of the Ashtenne title for information and in particular would draw your attention to register entry A1 Note 2 which relates to the vesting of the highway to the appropriate authority and its exclusion therefore from the Ashtenne title.

I understand that the highway in question is publicly maintained and therefore it is actually excluded from the Ashtenne title, thus meaning the subsoil is then part owned by the adjoining freeholders and IGUK can grant the rights.

I hope that this clarifies the position.

As mentioned previously, we would be happy to document the rights by way of amendment to the original option and transfer if you are agreeable to that. We feel that could be done with relatively minor amendment.

Regards

Lynsey McKenzie
Legal Director
for Pinsent Masons LLP

D: +44 131 777 7061 M: +44 7776 468 365 Ext: 867061

From: Howlett, Gareth [<mailto:G.Howlett@CapitalLaw.co.uk>]
Sent: 22 September 2014 16:17
To: MCKENZIE Lynsey
Subject: RE: Option/deed of easement - land at Hirwaun Industrial Estate [PM-GI.FID13081193]

Lynsey

Thank you for your e – mail.

I attach the draft documents and easement plan that were sent to me by Philip Hodgkin of Smiths Gore on 30 July – you were copied to that e – mail. You can see that the plan is not the one that you sent to me last week albeit a copy of that plan had previously been sent to me by Philip Hodgkin back in February of this year. If I recall correctly, there was to be a gas easement and an electrical easement and that is why there are two plans.

My client agrees in principle to the proposals provided it has title to the various parcels of land but before we can go any further I think we need clarification on what we are being asked to do.

Could you clarify the position with Philip Hodgkin please and come back to me.

Kind regards

Gareth

Gareth Howlett

Associate

Commercial Property

D: 029 2047 4493

M: 07734910628

E: g.howlett@capitallaw.co.uk

From: MCKENZIE Lynsey [<mailto:Lynsey.McKenzie@pinsentmasons.com>]
Sent: 16 September 2014 16:20
To: Howlett, Gareth
Subject: RE: Option/deed of easement - land at Hirwaun Industrial Estate [PM-GI.FID13081193]

Gareth

My client is interested in obtaining the rights in the subsoil of the areas to the north and south of the main option site and the documents which have hopefully been forwarded to you by the agents are entitled 'subsoil option' and 'subsoil deed'. From memory, it is the gas connection to the south and the electrical connection to the north.

Where outside the boundary of the main IGUK titles, we understand that IGUK have an interest based on the ad medium filam principle.

On looking at the SIM that you attached, the area highlighted yellow does not appear to cover the electrical easement area which our clients have been discussing, it appears to be further to the west of the area which our clients have been discussing. I attach a copy of the electrical easement plan which appears to cover land further to the west.

We agree that Ashtenne do own the bulk of the electrical easement strip but we believe that IGUK have an interest in the small slither of land shown on the easement plan attached.

It is also worth noting that if possible, we think it would be better to amend the current option and transfer simply to add these areas to the rights granted as opposed to having new options and leases.

I hope this clarifies the position.

Regards

Lynsey McKenzie
Legal Director
for Pinsent Masons LLP

D: +44 131 777 7061 M: +44 7776 468 365 Ext: 867061

From: Howlett, Gareth [<mailto:G.Howlett@CapitalLaw.co.uk>]
Sent: 16 September 2014 11:57

To: MCKENZIE Lynsey

Subject: Option/deed of easement - land at Hirwaun Industrial Estate



Dear Lynsey,

Before we can progress the option and deed of easement could I ask you to clarify on what basis your client believes that my client can grant the option and rights pursuant to the deed of easement. As far as I am aware my client does not have title to the land.

I attach a copy of my search of the index map. The areas coloured blue are registered with title number WA704251 and my client is the registered proprietor as you know. Both of these parcels are subject to the option dated 5 June 2013 and I can only assume therefore that they are included as result of a mapping error. The yellow land is registered with title number WA869399 and the registered proprietor is Ashtenne (AIF) Limited. The parcel to the south is not registered.

I look forward to hearing from you.

Kind regards

Gareth

Gareth Howlett

Associate

Commercial Property

D: 029 2047 4493

M: 07734910628

E: g.howlett@capitallaw.co.uk

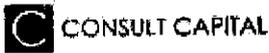
Connect with us on:

[Capital Law Consult Capital](#)

[@capitallawlp](#) [@consultcapital](#)

Think before you print

in association with



And now for the small print...

Capital Law LLP is a limited liability partnership registered in England and Wales under registration no. OC317296. VAT no. 869717463. It is authorised and regulated by the Solicitors Regulation Authority (SRA Number 439698) whose rules can be found at www.sra.org/handbook. A list of the members of Capital Law LLP, and of those non-members who are designated as partners, is open to inspection at our registered office at Capital Building, Tyndall Street, Cardiff CF10 4AZ. Any reference to a 'partner' is to a member of Capital Law LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. They may contain legally privileged information and may not be disclosed to anyone else. If you have received this email in error please notify info@capitallaw.co.uk and delete all copies from your system. You should not retain the e-mail or disclose its contents to anyone. Any offer contained in this communication is subject to Capital Law LLP's standard terms of business which can be found [here](#)



If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may

contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

Click [here](#) to report this email as spam.

This email and its attachments are intended for the above named only and may be confidential. If they have come to you in error you must take no action based on them, nor must you copy or show them to anyone. Please reply to this email and indicate the error.

Although we have taken steps to ensure that this email and attachments are free from any virus, we advise that in keeping with best computing practice the recipient should ensure they are actually virus free.

TerraQuest is the trading name of TerraQuest Solutions Limited. Registration no. 4653583, a Mears Group plc company.

Registered in England and Wales. Registered Office: 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester GL3 4AH.

If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

If you consider this email spam, please forward to spam@mimecast.org

Appendix D

Engrossed Section 106 Agreement

CCW Recovery Solutions

CCW Recovery Solutions LLP
4 Mount Ephraim Road
Tunbridge Wells
Kent TN1 1EE, UK
Tel: +44 (0)1892 700200
Fax: +44 (0)1892 615142
www.croweclarkwhitehill.co.uk

Hirwaun Power
49 York Place
Edinburgh
EH1 3JD

Our Ref. ASH00001/MN/CP/ML/Z

13 August 2014

Dear Sirs,

AI 2013 Limited (in Administration) ("the Company")
Previously Ashtenne Investments Limited
Application for a Development Consent Order – PINS Reference Number EN010059

I refer to your letter dated 6 August 2014, a copy of which is attached, and confirm having received the previous letters mentioned therein.

I have established that whilst your letters are addressed to me personally, they in fact relate to my appointment as Joint Administrator of AI 2013 Limited, in which capacity I was appointed, together with James Alexander Snowdon, on 28 August 2013.

Please take this letter as confirmation, on behalf of myself and James Snowdon, that on the information available to us, the Company has no interest in the proposed development, and we would be obliged if you will remove our details from the list of those to whom future correspondence in this matter will be sent.

Should it be necessary to correspond further in this matter, please write to the Tunbridge Wells address at the head of this letter.

Yours faithfully,
for and on behalf of
AI 2013 Limited


Mark Newman
Joint Administrator

c.c. Emma Cottam, Pinsent Masons LLP (by e-mail)

Mark Newman and James Snowdon were appointed Joint Administrators on 28 August 2013.
The affairs, business and property of the company are being managed by the Joint Administrators,
acting as agents of the company without personal liability.

DATED

2015

- (1) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
- (2) HIRWAUN POWER LIMITED
- (3) INTERNATIONAL GREETINGS UK LIMITED
- (4) HSBC BANK PLC

DEVELOPMENT CONSENT OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990

relating to land at the Hirwaun Industrial Estate, near Aberdare, South Wales



Pinsent Masons

CONTENTS

	Page	
1	DEFINITIONS AND INTERPRETATION	1
2	LEGAL BASIS	7
3	CONDITIONAL ENTRY INTO FORCE	7
4	PROVISIONS FOR RELEASE	7
5	OTHER DEVELOPMENT	8
6	DEVELOPER'S AND LANDOWNER'S COVENANTS WITH THE COUNCIL	8
7	COUNCIL COVENANTS	8
8	ENFORCEMENT	8
9	DISPUTE RESOLUTION	8
10	INDEMNITY	9
11	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	10
12	NOTICES AND APPROVALS	10
13	LOCAL LAND CHARGE	11
14	SEVERANCE	11
15	WAIVER	11
16	NO FETTERING OF DISCRETION	11
17	LEGAL COSTS	11
18	JURISDICTION AND LEGAL EFFECT	11
	SCHEDULE 1 - DEVELOPER COVENANTS	11
	SCHEDULE 2 - COUNCIL COVENANTS	14
	APPENDIX 1 - SITE PLAN	19
	APPENDIX 2 - BUS STOP PLAN	20
	Appendix 3 - CROSSOVER REINSTATEMENT WORKS PLAN	21

BETWEEN:-

- (1) **RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL** of The Pavilions, Cambrian Park, Clydach Vale CF40 2XX (the "**Council**");
- (2) **HIRWAUN POWER LIMITED** (Company Registration No 8190283) whose registered office is at 33 Cavendish Square, London W1G 0PW (the "**Developer**");
- (3) **INTERNATIONAL GREETINGS UK LIMITED** (Company Registration No 02265899) whose registered office is at Belgrave House, Hatfield Business Park, Frobisher Way, Hatfield, Hertfordshire AL10 9TQ (the "**Landowner**"); and
- (4) **HSBC BANK PLC** (Company Registration No. 000142589) whose office is at 8 Canada Square, London E14 5HQ (the "**Mortgagee**").

WHEREAS:-

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable. The Council is also the highways authority for the area in which the Site is situated and is therefore interested in this Deed.
- (B) The Landowner is the freehold owner of the Site.
- (C) The Mortgagee has a legal charge over the Site dated 3 April 2003.
- (D) By virtue of an option agreement dated 5 June 2013 and made between the Landowner (1) and the Developer (2) the Developer has an equitable interest in the Site.
- (E) The Developer submitted the Application for the Development to the Planning Inspectorate on 21 March 2014. The Application is to be determined by the Secretary of State for Energy and Climate Change by no later than 23 July 2015.
- (F) The overarching National Policy Statement for Energy (EN-1) applies to the Application and at Part 5 requires the Secretary of State determining the Application to have regard to its acceptability in terms of biodiversity and conservation (Section 5.3), flood risk (Section 5.7), landscape and visual impact (Section 5.9), socio-economic impacts (Section 5.12), traffic and transport impacts (Section 5.13) and water quality and water resources (Section 5.15). EN-1 also requires the Developer to seek to mitigate any impacts of the Development accordingly. The Council considers that, in order to make the Development acceptable in planning terms and in accordance with EN-1, development consent obligations relating to landscaping and amenity, drainage, environmental, hydrological monitoring and traffic and transportation impacts of the Development should be secured within an agreement pursuant to section 106 of the 1990 Act.
- (G) The Parties have agreed to enter into this Deed in order to secure the development consent obligations contained in it pursuant to the provisions of section 106 of the 1990 Act.

IT IS HEREBY AGREED and WITNESSED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed where the context so admits the following expressions shall have the following meanings:-

"1990 Act"	means the Town and Country Planning Act 1990;
"2008 Act"	means the Planning Act 2008;
"Application"	means the application for a DCO;
"Appointed Contact"	means: <ul style="list-style-type: none"> (a) during construction of the Development, the Site Manager of the Site and any notice sent to the Site Manager to be sent to the construction site office; (b) during operation of the Development, the Power Station Manager and any notice sent to the Power Station Manager to be sent to the Hirwan Power Station;
"Apprenticeship"	means an apprenticeship provided by a private sector employer benefitting from funding under the RCTCBC Youth Recruits Programme and "Apprentice" shall be construed accordingly;
"Ashtenne"	means Ashtenne (AIF) Limited (Company Registration No 04228302) whose registered office is at 1 Poultry, London EC2R 8EJ;
"Ashtenne Nominee"	means Ashtenne Industrial Fund Nominee No.1 Limited (Company Registration No 04222564) whose registered office is at 1 Poultry, London EC2R 8EJ;
"Bog Access"	means the access route from the publically adopted highway to the Bog Reinstatement Activities Area shown hatched green on the Site Plan;
"Bog Reinstatement Activities"	means the possible implementation of hydrological monitoring, drain blocking and associated habitat management on the Bog Reinstatement Activities Area to help restore the bog areas thereon;
"Bog Reinstatement Activities Area"	means the area hatched blue on the Site Plan;
"Business Day"	means a day other than a Saturday or Sunday or public holiday in Wales or the period between 24 December and 1 January inclusive;

"Bus Stop Improvements"	means new bus shelters, poles, raised kerbs and re-profiling of the footways for bus stops located along both sides of Rhigos Road to the south of the Site as shown on Bus Stop Plan;
"Bus Stop Improvements Contribution"	means the sum of fourteen thousand pounds Sterling (£14,000);
"Bus Stop Plan"	means the plan annexed hereto in Appendix 2 and marked " Bus Stop Plan ";
"Capacity Market Auction"	means a gas capacity market auction within the UK Government's Electricity Market Reform programme;
"Claims"	means all actions proceedings demands and claims;
"Commencement of Development"	means the commencement of any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, site preparation (including the measuring or marking out of a proposed road), demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any archaeological investigations, ground condition investigations or any other contamination or other adverse ground conditions, diversions and/or laying of services, erection of any temporary means of enclosure, display of site notices or advertisements and " Commence " and " Commencement " shall be construed accordingly;
"Crossover Reinstatement Works Plan"	means the plan attached at Appendix 3 showing the location of the Fourth Avenue Vehicular Crossover Reinstatement Works and Main Avenue Vehicular Crossover Reinstatement Works;
"Development"	means an up to 299 MW single cycle gas turbine power station as described in Schedule 1 to the DCO to be located on the Site and other land;
"DCO"	means the Development Consent Order that may be made by the Secretary of State pursuant to the 2008 Act entitled the Hirwaun Power (Gas Fired Power Station) Order 2015 authorising the Development;

"Environment"	means the natural and manmade environment and all or any of the following media, namely air, water or land (wherever situated and whether alone or in combination) and all human or plant, animal and living organisms (including the ecosystems which support them);
"Environmental Laws"	means in so far as they have mandatory effect and are legally binding all or any applicable state national European Union or international laws regulations directives or common law relating to the protection of or prevention of harm to human health or the Environment;
"Expert"	means the expert appointed by any of the Parties pursuant to Clause 9;
"Financial Year"	means the 1 April to 31 March;
"Fourth Avenue Vehicular Crossover Reinstatement Works"	means Vehicular Crossover Reinstatement at Fourth Avenue to extend the footway at the junction of Main Avenue with Fourth Avenue, as shown on the Crossover Reinstatement Works Plan;
"Hazardous Materials"	means any natural or artificial substance or substances, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance;
"Hirwaun Industrial Estate"	means the land located at Aberdare, Mid Glamorgan CF44 9UP, part of the freehold of which is owned by Ashtenne and Ashtenne Nominee at the Land Registry under Title Number WA869399;
"Landscaping and Amenity Improvements"	means improvements to signage, wayfinding, resurfacing and/or clearing footways, gates and/or fences, tree planting and lighting on Main Avenue, Fourth Avenue, Fifth Avenue south of Main Avenue, Thirteenth Avenue and Fourteenth Avenue;
"Landscaping and Amenity Improvements First Contribution"	means the sum of ten thousand pounds Sterling (£10,000) payable by the Developer;
"Landscaping and Amenity Improvements Second Contribution"	means the sum of ten thousand pounds Sterling (£10,000) payable by the Developer in the event the Matched Funding is paid;
"Local Services Scheme"	means the scheme described in Schedule 4 setting out the measures to assist businesses based in the vicinity of the Development to benefit directly from the opportunities arising from the Development;

"Main Avenue Vehicular Crossover Reinstatement Works"	means Vehicular Crossover Reinstatement at Main Avenue within or immediately adjacent to the Order Limits to the extent part of the highway maintainable at the public expense, as shown on the Crossover Reinstatement Works Plan;
"Matched Funding"	means the sum of twenty thousand pounds Sterling (£20,000) paid to the Council by Ashtenne, Ashtenne Nominee or any other third party with an interest in Hirwaun Industrial Estate;
"Monitoring"	means air quality monitoring to provide information on background concentrations of nitrogen oxides (NOx) (including nitrogen dioxide (NO ₂) and nitric oxide (NO)) over sensitive habitats in the Cors Bryn-y-Gaer SSSI, to establish current and pre-operational baseline concentrations of these pollutants and determine temporal trends in their concentrations;
"Monitoring Contribution"	means the sum of twenty thousand pounds Sterling (£20,000) payable by the Developer for the purposes of the Monitoring and the administration costs associated with such Monitoring;
"Monitoring Land Rights"	means the necessary rights in land for Natural Resources Wales to install and access the equipment reasonably required to carry out the Monitoring;
"Natural Resources Wales"	means Natural Resources Wales or any successor body to its role in carrying out the Monitoring;
"Notice"	means the written notification given by any Party to the other Parties of their intention to refer to the Expert any dispute arising between the Parties in respect of any matter contained in this Deed, such notice to specify the matters set out in Clause 9;
"Order Land"	means the land required for, or affected by, the Development as more particularly described in the DCO;
"Order Limits"	means the limits shown on figure 1 of the works plans referred to in the DCO which is within the Order Land and within which the Development may be carried out;
"Parties"	means the parties to this Deed and "Party" shall be construed accordingly;
"Planning Acts"	means the Town and Country Planning Act 1990 and all legislation supplemental to such

	Act;
"RCTCBC Young Recruits Programme"	apprenticeship programme incorporating the features set out at Schedule 3 to this Deed
"RCTCBC Young Recruits Programme Contribution"	a contribution towards the RCTCBC Young Recruits Programme of ten thousand four hundred pounds Sterling (£10,400);
"Site"	means the site registered at the Land Registry under (all or part of) Title Numbers WA704251 and WA669125 and edged red on the Site Plan;
"Site Plan"	means the plan annexed hereto in Appendix 1 and marked "Site Plan" ;
"Vehicular Crossover Reinstatement"	means all works necessary for the reinstatement to full footway construction of abandoned vehicular crossovers;
"Vehicular Crossover Reinstatement Contribution"	means the sum of seven thousand nine hundred and ninety six pounds sterling (£7,996).

1.2 Unless the context otherwise requires:-

- 1.2.1 reference in this Deed to any Recital, Clause, paragraph, Schedule or Appendix is a reference to the Recital, Clause, paragraph, Schedule or Appendix in this Deed so numbered;
- 1.2.2 words importing the singular meaning include the plural meaning and vice versa;
- 1.2.3 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;
- 1.2.4 any reference to an Act of Parliament shall include any modification, extension or amendment of that Act or Statutory Instrument (as applicable) or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Statutory Instrument or deriving validity from it;
- 1.2.5 references to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council the successors to its statutory functions;
- 1.2.6 headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed; and
- 1.2.7 words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.

2. **LEGAL BASIS**

2.1 This Deed is made pursuant to section 106 of the 1990 Act and section 111 of the Local Government Act 1972 and all other powers them enabling.

2.2 The obligations undertakings covenants and agreements on the part of the Developer and the Landowner contained in Clause 6 constitute (as far as capable) development consent obligations for the purposes of the 1990 Act and so as to bind the Site and otherwise shall take effect as personal covenants pursuant to Section 111 of the Local Government Act 1972 and subject to Clause 8 the said obligations are entered into with the intent that they shall be enforceable by the Council against the Landowner and the Developer.

2.3 The Mortgagee acknowledges and declares that this Deed has been entered into by the Landowner with the Mortgagee's consent and that the Site shall be bound by the obligations contained in this Deed and, subject to Clause 4, that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site or otherwise enforces a charge over the Site granted by the Landowner in which case it will be bound by this Deed in the same way as if it were a person deriving title from the Landowner.

3. **CONDITIONAL ENTRY INTO FORCE**

3.1 Save where expressly provided for in this Deed, this Deed is conditional upon and shall not take effect until both of the following events have occurred:-

3.1.1 the making of the DCO; and

3.1.2 Commencement of Development.

3.2 Clauses 1 to 5 (inclusive) and 9 to 18 (inclusive) shall come into effect immediately upon completion of this Deed.

3.3 Clauses 6 to 8 (inclusive) shall come into force on 1 January of the calendar year following a successful bid by the Developer in a Capacity Market Auction insofar as they relate to the Monitoring Contribution only.

4. **PROVISIONS FOR RELEASE**

4.1 Any person shall, upon parting with the whole or any part of their interest in the Site, be released from all obligations undertakings covenants and agreements contained in this Deed in relation to that interest or relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations undertakings covenants or agreements.

4.2 The Council hereby covenants with the Developer and the Landowner that it will upon reasonable request from any such party (and subject to payment of the Council's reasonable and proper professional costs and charges in connection with a request under this Clause 4.2) after any of the obligations undertakings covenants and agreements contained in this Deed have been discharged by performance or otherwise fulfilled (whether in whole or in part) issue written confirmation of that fact and shall enter a note on the Register of Local Land Charges confirming the discharge by performance or fulfilment and if so requested by any such party will (as and if appropriate) execute a deed of release or partial release from the relevant obligations undertakings covenants and agreements of this Deed and shall enter a note of the deed of release or partial release on the Register of Local Land Charges.

4.3 Where the Council is obliged to execute a deed of release or partial release pursuant to Clause 4.2 the other Parties shall enter into such deed to the extent necessary to effect the release or partial release.

5. **OTHER DEVELOPMENT**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning consent (other than the DCO) granted (whether or not on appeal) after the date of this Deed.

6. **DEVELOPER'S AND LANDOWNER'S COVENANTS WITH THE COUNCIL**

6.1 The Developer and the Landowner covenant with the Council so as to bind the Landowner's interest in the Site and, in respect of paragraph 9 of Schedule 1 only, the Bog Reinstatement Activities Area to observe and perform the obligations undertakings covenants and agreements in Schedule 1.

6.2 Ten (10) days prior to the anticipated date of Commencement of Development, the Developer shall submit a notice of the same to the Council.

7. **COUNCIL COVENANTS**

The Council covenants with the Developer and the Landowner to observe and perform the covenants and obligations on its part contained in Schedule 2.

8. **ENFORCEMENT**

8.1 The obligations undertakings covenants and agreements contained in this Deed shall not be binding upon or enforceable against:-

8.1.1 save for the purposes granted by the DCO any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage telecommunication services or public transport services;

8.1.2 any person after he has disposed of his interest in the Site, or in the event of a disposal of part, in the part disposed of, but not so as to release that person from any antecedent breach, non-performance or non-observance of his obligations; and

8.1.3 any chargee or mortgagee (including the Mortgagee or any chargee or mortgagee of any tenant) from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation undertaking covenant or agreement relates.

9. **DISPUTE RESOLUTION**

9.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Deed the same may be referred to the Expert by any Party serving the other Parties with a Notice.

9.2 The Notice must specify:-

9.2.1 the nature, basis and brief description of the dispute;

- 9.2.2 the Clause of this Deed or paragraph of a Schedule of this Deed to which the dispute has arisen; and
- 9.2.3 the proposed Expert.
- 9.3 The Expert shall be an independent person possessing expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within ten Business Days after the date of the Notice then any Party may request:-
- 9.3.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;
- 9.3.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- 9.3.3 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 9.3.4 in all other cases, the President of the Law Society to nominate the Expert.
- 9.4 If the dispute shall relate to matters falling within two or more of Clauses 9.3.1 to 9.3.4, the Parties may agree to appoint joint Experts and in the event that the Parties are unable to agree whom should be appointed as joint Experts, the Parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 9.3.1 to 9.3.4 to act as joint Experts.
- 9.5 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the dispute in equal shares.
- 9.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Business Days from the date of his appointment to act.
- 9.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within ten (10) Business Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further five (5) Business Days in respect of any such submission and material.
- 9.8 In the absence of manifest error the Expert's decision shall be binding on the Parties.

10. INDEMNITY

The Developer, on behalf of itself and its successors in title to its interest in the Site, covenants with the Landowner that it shall indemnify and keep indemnified the Landowner against all liabilities costs expenses expenditure and claims arising under or pursuant to this Deed with the intent that the Landowner shall suffer no loss and have no liability whatsoever pursuant to the terms of this Deed **AND FURTHER PROVIDED** that this indemnity shall cease to have effect in respect of the Landowner when the Landowner ceases to have any liability pursuant to the terms of this Deed **PROVIDED** always that the indemnity provided by the Developer under this Clause

shall not extend to any liabilities, costs, expenses, expenditure and claims arising out of any act or default of the Landowner whether negligent or otherwise.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

11.1 Nothing in this Deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.2 This Deed may be rescinded or varied without the consent of a third party.

12. NOTICES AND APPROVALS

12.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Deed shall be deemed to have been validly served or given if in writing and delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received on the next Business Day after the day of delivery.

12.2 Unless otherwise agreed in writing between the Parties, a notice or communication shall be served or given:-

12.2.1 on the Developer at 49 York Place, Edinburgh, EH1 3JD, marked for the attention of the Project Director and the Legal Director;

12.2.2 on the Council at Sardis House, Sardis Road, Pontypridd CF37 1DU marked for the attention of Service Director Planning;

12.2.3 on the Landowner at

(a) International Greetings Plc, No 7, Water Ends Barn, Water End, Eversholt, Bedfordshire, MK17 9EA, marked for the attention of the Group Finance Director; and

(b) International Greetings (UK) Limited, Penalta Industrial Estate, Ystrad Mynach, Hengoed, Mid Glamorgan, CF82 7SS, marked for the attention of the Finance Director.

12.2.4 on the Mortgagee at HSBC Bank Plc of Securities Processing Centre, PO Box 6304, Coventry CV3 9JY marked for the attention of the Centre Manager.

12.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

12.4 Where in this Deed there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the Council such expression certificate approval agreement or other consent shall be requested in writing and the Council shall not unreasonably withhold or delay the giving or making of the same and in any event the Council shall use reasonable endeavours to provide such expression certificate approval agreement or other consent within 28 days of receiving a request for the same.

12.5 Where in this Deed any matter is referred to dispute resolution under Clause 9, the findings of the Expert shall (save in relation to manifest error) be binding on the Parties and such finding shall be deemed to constitute the required approval or agreement for the purposes of this Deed.

13. **LOCAL LAND CHARGE**

This Deed shall be registered as a local land charge by the Council, and the Council shall immediately after the date of this Deed register it as such.

14. **SEVERANCE**

If any provision in this Deed shall in whole or in part be held (for whatever reason) to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.

15. **WAIVER**

No waiver (whether expressed or implied) by the Council or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Developer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

16. **NO FETTERING OF DISCRETION**

This Deed shall not fetter prejudice or affect the exercise of any statutory or regulatory power duty or discretion of the Council.

17. **LEGAL AND PROFESSIONAL COSTS**

17.1 On completion of this Deed, the Developer shall pay to the Council the reasonable legal costs properly incurred in the negotiation preparation and completion of this Deed (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council in relation to the negotiation preparation and completion of this Deed) up to a maximum of **£1,500**.

17.2 On discharge of any article in the DCO which requires the Council to approve guarantees or security in respect of compensation payable by the Developer under the DCO, the Developer shall pay to the Council the reasonable professional services costs properly incurred in discharging the said article.

18. **JURISDICTION AND LEGAL EFFECT**

18.1 This Deed shall be governed by and interpreted in accordance with the law of England and Wales as applied in Wales.

18.2 The provisions of this Deed (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

18.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the DCO shall be revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.

EXECUTED AS A DEED by the Parties on the date which first appears in this Deed.

SCHEDULE 1

DEVELOPER AND LANDOWNER COVENANTS

Pre-Commencement of Development Payments

1. Prior to Commencement of the Development, the Developer shall pay to the Council:
 - 1.1 the Bus Stop Improvements Contribution;
 - 1.2 the Landscaping and Amenity Improvements First Contribution; and
 - 1.3 the Vehicular Crossover Reinstatement Contribution.
2. Within 28 days of being notified in writing by the Council that the Matched Funding has been paid to the Council (such notice to include evidence of receipt of the Matched Funding) the Developer shall pay to the Council the Landscaping and Amenity Improvements Second Contribution.

Monitoring Contribution

3. For a period of twelve (12) months following 1 January of the calendar year following a successful bid by the Developer in a Capacity Market Auction, the Developer shall consult with Natural Resources Wales on suitable locations to carry out the Monitoring and thereafter use all reasonable endeavours to secure Monitoring Land Rights at the locations the Developer considers, taking reasonable account of any views expressed by Natural Resources Wales, to be the most suitable.
4. In the event that the Developer is unable to secure within twelve (12) months following 1 January of the calendar year following a successful bid by the Developer in a Capacity Market Auction any Monitoring Land Rights in respect of land which is not owned by the Council, the Developer shall consult again with Natural Resources Wales on the most suitable locations to carry out the Monitoring within land owned by the Council and thereafter use all reasonable endeavours to secure Monitoring Land Rights at the locations within land owned by the Council which the Developer considers, having reasonable regard to any views expressed by Natural Resources Wales, to be most suitable.
5. As soon as reasonably practicable after securing suitable Monitoring Land Rights, the Developer will confirm the same in writing to the Council and within five (5) Working Days of such confirmation shall pay to the Council the Monitoring Contribution.

Local Services Scheme

6. Prior to Commencement of the Development, the Developer shall submit the Local Services Scheme to the Council for approval.
7. The Developer shall not Commence the Development unless and until it has implemented the approved Local Services Scheme and the Developer shall thereafter carry out the approved Local Services Scheme.

Young Recruits Programme

8. The Developer shall:
 - 8.1 prior to Commencement of the Development deposit the RCTCBC Young Recruits Programme Contribution in an interest bearing account;
 - 8.2 subject to identifying a suitable private sector employer which complies with paragraph 2 of Schedule 3 through its publication duty under paragraph 8.3 of this Schedule 1,

apply the RCTCBC Young Recruits Programme Contribution towards up to four (4) Apprenticeships which are:

- 8.2.1 in the fields of construction or engineering; and
 - 8.2.2 with private sector employers whose principal place of business are located within the Council's administrative area;
- 8.3 publicise to private sector employers whose principal place of business are located within the Council's administrative area the availability of the RCTCBC Young Recruits Programme and RCTCBC Young Recruits Programme Contribution to the written satisfaction of the Council in order to identify a potential employer or employers for the purpose of applying all or part of the RCTCBC Young Recruits Programme Contribution towards an Apprenticeship or Apprenticeships with such employer or employers;
- 8.4 notify the Council in writing on the award of an Apprenticeship, providing details of:
- 8.2.3 the name of the Apprentice;
 - 8.2.4 the employer with which he will be carrying out his Apprenticeship; and
 - 8.2.5 the amount of funding to be offered in relation to the Apprentice from the RCTCBC Young Recruits Programme Contribution;
- 8.5 at the end of each Financial Year, provide to the Council a report on the number of Apprenticeships the Developer has assisted pursuant to this paragraph 8.

Bog Reinstatement Activities

9. The Developer covenants with the Council free of charge to:
- 9.1 permit the Council, its sub contractors and employees pedestrian access only along the Bog Access in order to enter onto the Bog Reinstatement Activities Area to undertake the Bog Reinstatement Activities; and
 - 9.2 permit the Council its sub contractors and employees together with or without workmen, equipment, machinery, plant, vehicles and specialist services to enter onto the Bog Reinstatement Area from land adjoining the Bog Reinstatement Area (such adjoining land outwith the ownership of the Developer) to undertake the Bog Reinstatement Activities.

Interpretation

10. In this Schedule 1, references to the Developer shall mean the Developer or the Landowner with the effect that the covenants in this Schedule 1 shall, subject always to Clause 4, be equally binding on and enforceable against the Landowner.

SCHEDULE 2

COUNCIL COVENANTS

Use of Contributions

1. The Council shall:
 - 1.1 within five (5) years from receipt of the Bus Stop Improvements Contribution, apply the Bus Stop Improvements Contribution for the sole purpose of the Bus Stop Improvements;
 - 1.2 within five (5) years from receipt of each of the Landscaping and Amenity Improvements First Contribution and Landscaping and Amenity Improvements Second Contribution (if the Landscaping and Amenity Improvements Second Contribution is paid), apply those contributions for the sole purpose of the Landscaping and Amenity Improvements;
 - 1.3 within five (5) years from receipt of the Vehicular Crossover Reinstatement Contribution, apply the Vehicular Crossover Reinstatement Contribution for the Fourth Avenue Vehicular Crossover Reinstatement Works and Main Avenue Vehicular Crossover Reinstatement Works provided that the proportion of the Vehicular Crossover Reinstatement Contribution attributable to the Fourth Avenue Vehicular Crossover Reinstatement Works may be paid by the Council to Ashtenne for the sole purpose of the Fourth Avenue Vehicular Crossover Reinstatement Works so long as the terms of such payment include a provision equivalent to paragraph 1.7 below;
 - 1.4 within twenty (20) Working Days from receipt of:
 - 1.4.1 a written request from Natural Resources Wales which includes the following:
 - (i) a costed proposal identifying the proportion of the Monitoring Contribution which is required to carry out the Monitoring (the "Required Monitoring Contribution"); and
 - (ii) an undertaking that the Required Monitoring Contribution will be used for the sole purpose of the Monitoring; and
 - 1.4.2 the Monitoring Contribution from the Developer,whichever is the later, pay the Required Monitoring Contribution to Natural Resources Wales.
 - 1.5 upon request by the Developer, use reasonable endeavours to agree terms with the Developer to secure Monitoring Land Rights in respect of land owned by the Council in locations considered by the Developer to be most suitable to carry out the Monitoring having taken reasonable regard to the views of Natural Resources Wales.
 - 1.6 immediately upon receipt of each of the Bus Stop Improvements Contribution, the Landscaping and Amenity Improvements First Contribution, the Landscaping and Amenity Improvements Second Contribution, the Vehicular Crossover Reinstatement Contribution and the Monitoring Contribution place them in an interest bearing account;
 - 1.7 where any part of any or all of the Bus Stop Improvements Contribution, the Landscaping and Amenity Improvements First Contribution, the Landscaping and Amenity Improvements Second Contribution and/or the Vehicular Crossover Reinstatement Contribution (including any interest accrued) remains unspent at the

date five (5) years from the date of receipt from the Developer in respect of each such contribution (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose), return it to the Developer along with any interest accrued;

- 1.8 where any part of the Monitoring Contribution has not been paid to Natural Resources Wales in accordance with paragraph 1.4 of this Schedule at the date five (5) years from the date of receipt from the Developer, return it to the Developer along with any interest accrued. The Council shall not be required to return to the Developer any part of the Monitoring Contribution paid to Natural Resources Wales in accordance with paragraph 1.4 of this Schedule.

RCTCBC Young Recruits Programme

2. Where any part of any or all of the RCTCBC Young Recruits Programme Contribution remains unspent at the date five (5) years from the date of its investment in an interest bearing account in accordance with paragraph 8.1 of Schedule 1 (the "**Release Date**"), the Council hereby confirms that upon the Release Date HPL shall be fully released and fully discharged of its obligations under paragraph 8 of Schedule 1.

Bog Reinstatement Activities

3. The Council shall:
 - 3.1 carry out the Bog Reinstatement Activities in a good and workmanlike manner causing as little damage as is reasonably practicable and shall make good to the reasonable satisfaction of the Developer any damage caused to the Bog Reinstatement Activities Area and /or the Site as a consequence of the exercise of the right conferred on the Council by the Developer under paragraph 9 of Schedule 1 and in carrying out the Bog Reinstatement Activities; and
 - 3.2 prior to undertaking any of the Bog Reinstatement Activities provide the Appointed Contact with no less than seven days written notice details of the scope and extent of works being undertaken; and
 - 3.3 not cause any material nuisance, damage, disturbance, annoyance, inconvenience or interference to the Developer or any other adjoining owners or occupiers of the Bog Reinstatement Activities Area in exercising the right conferred on the Council by the Developer under paragraph 9 of Schedule 1 and in carrying out the Bog Reinstatement Activities; and
 - 3.4 not at any time obstruct or interfere with the Developer or its employees, servants or agents in respect of its operational use and ownership of the Site in exercising the right conferred on the Council by the Developer under paragraph 9 of Schedule 1 and in carrying out the Bog Reinstatement Activities.
4. In exercising the right conferred on the Council by the Developer under paragraph 9 of Schedule 1 and in carrying out the Bog Reinstatement Activities, the Council shall:
 - 4.1 not do any act matter or thing that would or might constitute a breach of any Environmental Laws or the Planning Acts;
 - 4.2 take all reasonably necessary steps in the circumstances and in accordance with Environmental Laws to prevent the introduction discharge disturbance or release of any Hazardous Materials including the creation of any new pathway in relation to any Hazardous Materials and in the event of such introduction discharge disturbance or release to carry out and complete at the expense of the Council to the reasonable satisfaction of the Developer and under the Developer's supervision all remediation and works as shall be reasonably required by the Developer by notice to the Council

and within such reasonable period as is specified in the notice provided that the Developer may by notice following the Council's failure to comply with a notice under this paragraph 4.2 elect to execute such remediation and works itself at the Council's proper expense; and

- 4.3 not to do any act matter or thing that would constitute a breach of any other statutory requirement or any requirement of any competent authority.
5. The Council shall indemnify and keep indemnified the Developer in respect of any Claims arising out of any breach of Environmental Law or Planning Act caused by the Council its sub contractors or employees as a result of the Bog Reinstatement Activities and the Council shall:
 - 5.1 as soon as reasonably practicable give the Developer written notice of any such Claims, specifying the nature of the Claims in reasonable detail;
 - 5.2 not make any admission of liability agreement or compromise in relation to the Claims without the prior written consent of the Developer;
 - 5.3 give reasonable assistance so as to enable the Developer to assess and defend the Claims; and
 - 5.4 take reasonable steps to mitigate its losses damages expenses and costs.

SCHEDULE 3

RCTCBC YOUNG RECRUITS PROGRAMME

1. OVERVIEW

This programme shall provide financial support to employers offering a range of apprenticeships including apprenticeships for individuals progressing from the Jobs Growth Wales programme to apprenticeship programmes with the same employer.

2. EMPLOYER SPECIFICATIONS

All employers must be able to:-

- 2.1 offer (a) full time additional apprenticeship place(s), i.e. a minimum of 25 hours including time with the provider;
- 2.2 pay the appropriate minimum wage for apprentices (or any other National Minimum Wage regulation that may apply); and
- 2.3 evidence payment to their learner with certified copies of wage slips or bank statements (without this evidence, we are unable to offer the support).

3. APPRENTICE SPECIFICATIONS

All learners must:-

- 3.1 be between the ages of 16 and 24 at time of application;
- 3.2 be living and/or working in Wales;
- 3.3 have been employed by the applicant for no longer than 10 weeks at the time of the application;
- 3.4 be enrolled upon a level 2 or level 3 apprenticeship framework with a Welsh Government-contracted work based learning provider; and
- 3.5 either be progressing from the Jobs Growth Wales programme to an apprenticeship programme with the same employer or be a shared apprentice under any applicable shared apprenticeship protocol.

4. FINANCIAL SUPPORT

- 4.1 For apprentices progressing from Jobs Growth Wales, support will be offered at a level of £50 per week for a maximum of 26 weeks (£1,300 maximum).
- 4.2 For apprentices working under a shared apprenticeship protocol, support will be offered at a level of £50 per week for a maximum of 52 weeks (£2,600 maximum).

SCHEDULE 4

LOCAL SERVICES SCHEME

1. The Local Services Scheme shall include the following measures:
 - 1.1 the provision (no less frequent than annually) by the Developer to the Council of a schedule identifying opportunities existing or anticipated to exist at the Development for contracted and sub-contracted work;
 - 1.2 liaison by the Developer and its contractors with business development teams within the Council and engagement with local employment agencies, including Job Centre Plus, in the Council's administrative area to provide local residents with employment opportunities;
 - 1.3 liaison by the Developer and its contractors with the business development teams within the Council and engagement with local business support agencies in the Council's administrative area to support and build local companies' capacity to bid for, and win, contracts associated with the Development; and
 - 1.4 the number of local supplier days that will be hosted prior to Commencement of the Development and, if applicable, during the construction of the Development.
2. The Developer shall use reasonable endeavours to ensure contractors constructing the Development and any operator of the Development assist in the implementation of the Local Services Scheme.
3. On each annual anniversary of the Commencement of the Development, the provision of a list by the Developer to the Council containing details of the gross composite value and proportion of the total value of all contracts between the Developer and businesses based in the vicinity of the Development including the name of businesses to which contracts have been let and the location of such businesses (but not the individual value attributable to each contract).

APPENDIX 1

SITE PLAN

Ystad Ddiwydiannol Hirwaun



- Boundary of the Site
- Area for Bog Reinstatement Activities
- Access to Bog Reinstatement Activities Area



Rev	Date	Description	By	Chk	App

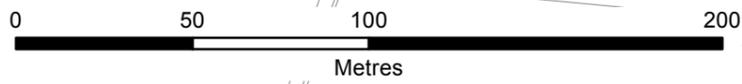
**PARSONS
BRINCKERHOFF**
 Queen Victoria House
 Redland Hill, Redland
 Bristol BS6 6US
 Tel: 44-(0)117-9339300
 Fax: 44-(0)117-9339250

Client: **Hirwaun
power**

Site/Project:
**Hirwaun Power
 Gas Fired Power Station**

Title:
Site Plan

Drawn: CD	Checked: MW
Designed: MW	Approved: CS
Date: 23/12/2014	Scale: 1:2,000
Project Number: 3512438A	Drawing Number:
Revision:	Sheet:



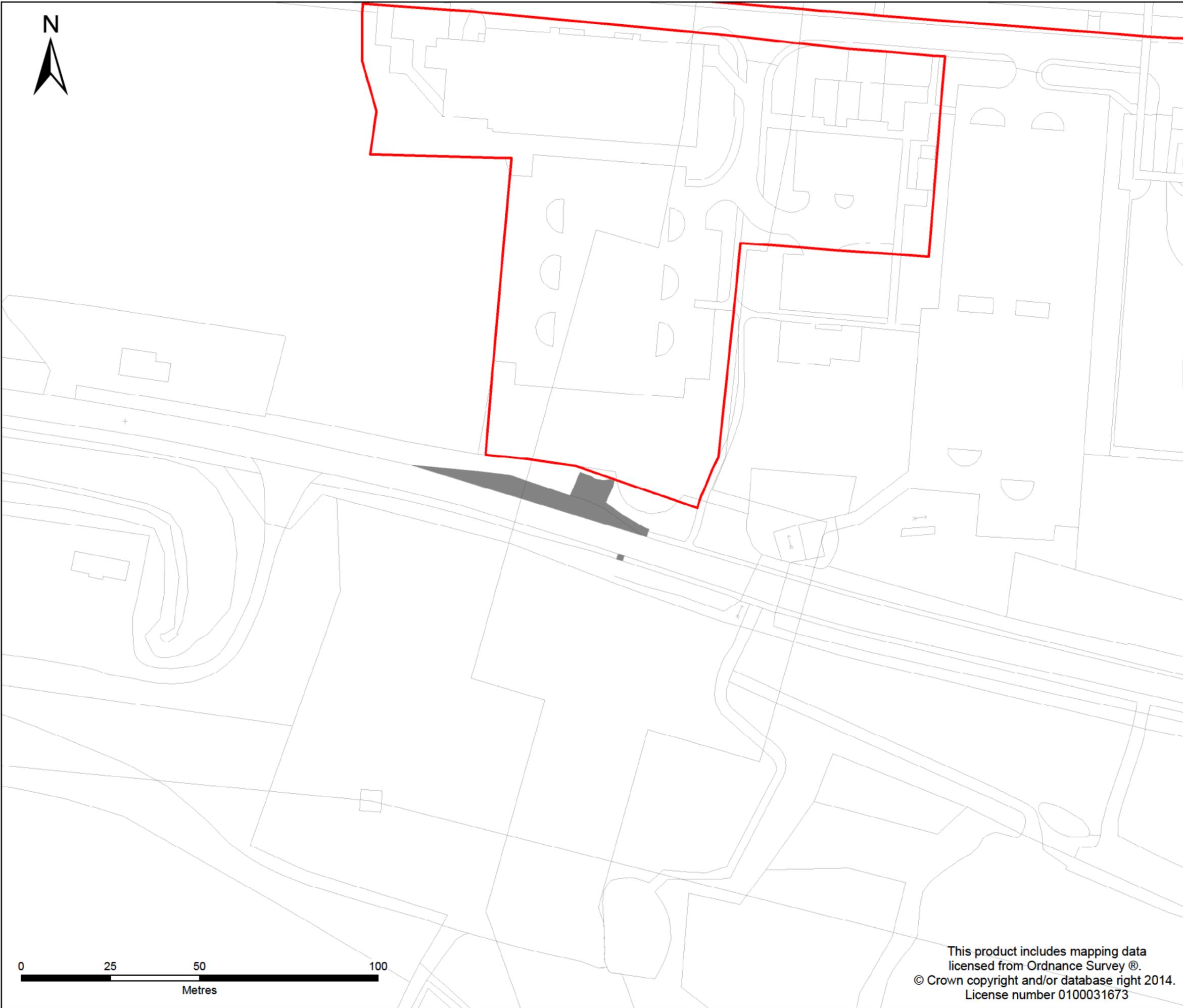
This product includes mapping data licensed from Ordnance Survey ©. © Crown copyright and/or database right 2014. License number 0100031673

File Name: \\eaton\fl02\data\GIS\3512438A Hirwaun Industrial Site\Mxd\20141223_3512438A_03_Site_Plan_RevA.mxd
 Login: leekej
 Plot Date: 23/12/2014

APPENDIX 2
BUS STOP PLAN



- Boundary of the Site
- Bus Stops Subject to Bus Stop Improvements



Rev	Date	Description	By	Chk	App

**PARSONS
BRINCKERHOFF**

Queen Victoria House
Redland Hill, Redland
Bristol BS6 6US
Tel: 44-(0)117-9339300
Fax: 44-(0)117-9339250

Client:
**Hirwaun
power**

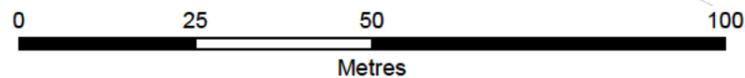
Site/Project:
**Hirwaun Power
Gas Fired Power Station**

Title:
**Bus Stop
Plan**

Drawn: CD	Checked: MW
Designed: MW	Approved: CS
Date: 15/10/2014	Scale: 1:1,000 A3 Sheet:
Project Number:	Drawing Number: Revision:

3512438A

© Copyright Parsons Brinckerhoff



This product includes mapping data licensed from Ordnance Survey ®.
© Crown copyright and/or database right 2014.
License number 0100031673

File Name: \\EALONF\I02\Data\GIS\3512438A_Hirwaun Industrial Site\Mxd\20141014_3512438A_02_Bus_Stop_Plan.mxd

Login: chris.davies
Plot Date: 15/10/2014

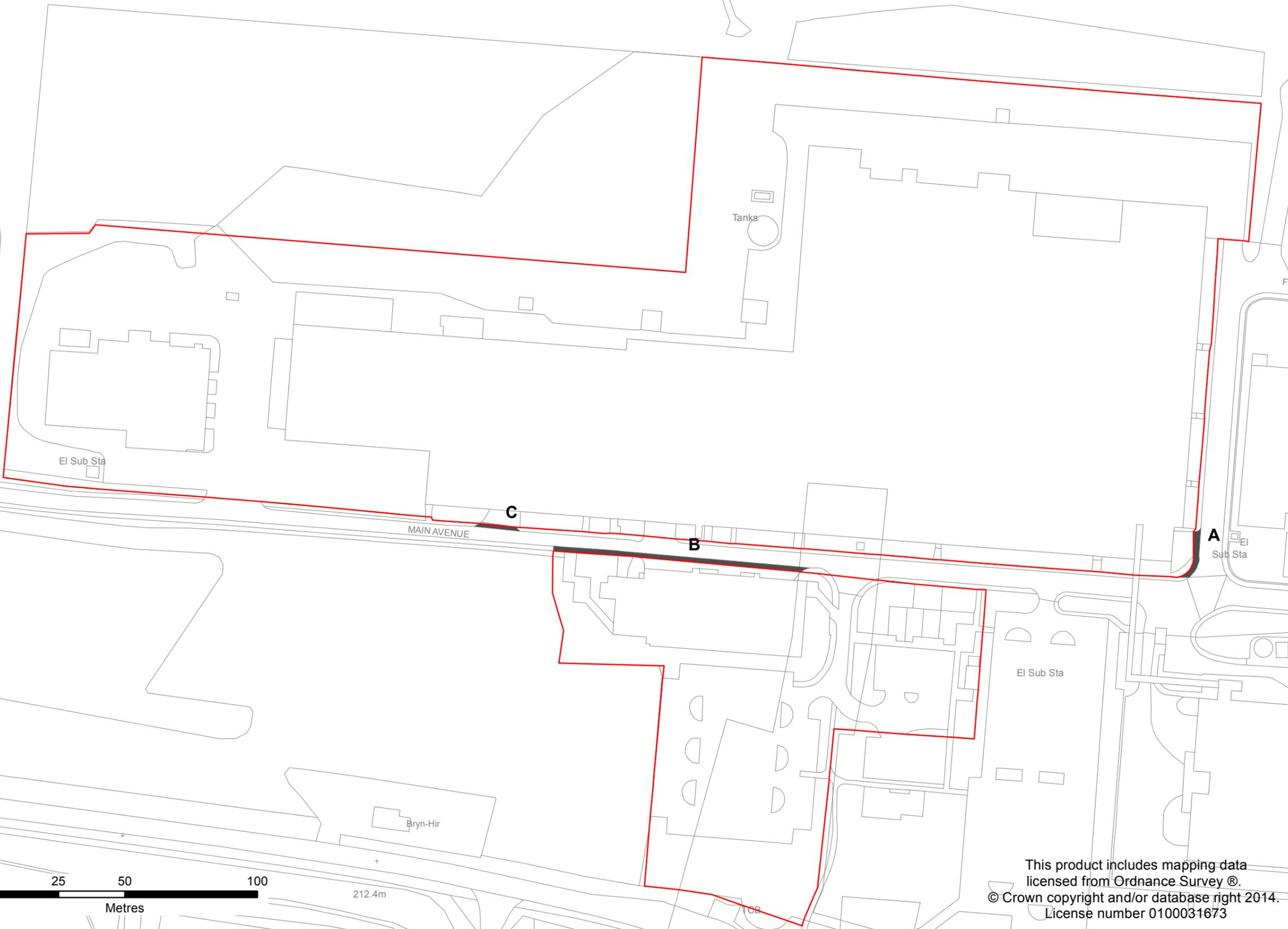
APPENDIX 3

CROSSOVER REINSTATEMENT WORKS PLAN



- Boundary of the Site
- Areas in which Abandoned Vehicular Crossovers to be Restored to Full Footway Construction
- A - Fourth Avenue Vehicular Crossover Reinstatement Work
- B - Main Avenue Vehicular Crossover Reinstatement Work
- C - Main Avenue Vehicular Crossover Reinstatement Work

File Name: \\EALONFLO2\Data\GIS\3512438A\Hirwaun Industrial Site\Mxd\20141014_3512438A_01_Crossover_Reinstatement_Works_Plan.mxd
 Login: chris.davies
 Plot Date: 16/10/2014



Rev	Date	Description	By	Chk	App

**PARSONS
BRINCKERHOFF**

Queen Victoria House
 Redland Hill, Redland
 Bristol BS6 6US
 Tel: 44-(0)117-9339300
 Fax: 44-(0)117-9339250

Client:


Site/Project:
 Hirwaun Power
 Gas Fired Power Station

Title:
 Crossover Reinstatement
 Works Plan

Drawn: CD	Checked: MW
Designed: MW	Approved: CS
Date: 16/10/2014	Scale: 1:1,500
Project Number: 3512438A	Drawing Number:
Revision:	

This product includes mapping data licensed from Ordnance Survey ©.
 © Crown copyright and/or database right 2014.
 License number 0100031673

IN WITNESS whereof the Parties hereto have executed this development consent obligation as a deed on the day and year first before written

The **Common Seal** of)
RHONDDA CYNON TAF COUNTY BOROUGH)
COUNCIL)
was hereunto affixed in the presence of:-)

Member of Council

Authorised Officer

Executed as a Deed by)
HIRWAUN POWER LIMITED)
acting by a director)
and its secretary or two directors:-)

Director

Company Secretary/Director

Executed as a Deed by)
INTERNATIONAL GREETINGS UK LIMITED)
acting by a director)
and its secretary or two directors:-)

Director

Company Secretary/Director

Executed as a Deed and Delivered by)
as Attorney of)
HSBC BANK PLC)
)

in the presence of:-)

.....
(Full name of witness)

.....
(Signature of witness)

Attorney of HSBC BANK PLC

Address

Occupation

Appendix E

Confirmations that the engrossed Section 106 Agreement is in agreed form

E.1	Rhondda Cynon Taff County Borough Council
E.2	International Greetings UK
E.3	HSBC

Colin Turnbull (LPE)

From: Humphreys, Simon <Simon.A.Humphreys@rhondda-cynon-taff.gov.uk>
Sent: 15 January 2015 15:30
To: GRIFFITHS Richard
Cc: Jones, Christopher (ESG); Colin Turnbull (LPE)
Subject: RE: HPL S106 Engrossed version [PM-AC.FID1137814]

Richard,

I can confirm: -

1. The agreement is now in agreed form.
2. Upon receipt of the engrossment I will arrange for it to be sealed by the Council.
3. I can confirm that the agreement can be completed once all parties have sealed.

Regards,

Simon Humphreys
Principal Solicitor
[For Director Legal and Democratic Services](#)

Information in this message is confidential and may be legally privileged. It is intended solely for the person to whom it is addressed. If you are not the intended recipient, please notify the sender and delete the message from your system immediately - you must not copy, distribute or take any action in reliance of it

From: Colin Turnbull (LPE)
Sent: 12 January 2015 14:49
To: Humphreys, Simon (Simon.A.Humphreys@rhondda-cynon-taff.gov.uk)
Cc: Jones, Christopher (ESG) (Christopher.Jones@rctcbc.gov.uk); Norman Campbell; Murray Davies; Susannah Harvey (sharvey@stagenergy.com)
Subject: HPL S106 Engrossed version
Importance: High

Dear Simon

Please find attached an electronic copy of the engrossed Section 106 Agreement that has been sent to you for sealing. In view of timescales, with the examination due to close no later than 23 January, I should be grateful if you would reply to this e-mail, by Wednesday, to confirm that:

1. The agreement is in agreed form;
2. You are/shortly will be arranging sealing of the agreement; and
3. Once all parties have sealed, you agree that the agreement can be completed.

Kind regards

Colin Turnbull
BSc (Hons) MSc MRTPI
Associate

For and on behalf of Peter Brett Associates LLP
16 Brewhouse Yard, Clerkenwell, London, EC1V 4LJ

Hannah, Reed and Associates Limited is now part of the PBA Group



Peter Brett Associates LLP is a limited liability partnership registered in England and Wales. Registered number: OC334398. Roger Tym & Partners, Baker Associates, Martin Wright Associates and Hannah, Reed and Associates are part of Peter Brett Associates LLP. A list of members is open to inspection at our registered office. Registered Office: Caversham Bridge House, Waterman Place, Reading, Berkshire, RG1 8DN. UK T: +44 (0)118 950 0761 F: +44 (0)118 959 7498. Brett Consulting Limited is wholly owned by Peter Brett Associates LLP. Registered number: 07765026. Registered address: as above. Email is used as a convenient medium for rapid data transfer. Any contractual correspondence sent or received by email will not be held to be such unless and until it is received in writing by fax or letter. Likewise, file attachments must be treated as uncontrolled documents until issued as hard copy. This email and any files transmitted with it are confidential and may be legally privileged, and are intended solely for the use of the individual or entity to which they are addressed. If an addressing or transmission error has misdirected this email please notify the author by replying to this email and delete the email. If you are not the intended recipient you must not use or disclose, print or rely on this email. You are advised that you open any attachment at your own risk. Any OS Data attached to this email is issued in accordance with Licence No. 100021575 under condition that it is used to plot once and not retained on the recipients computer system.

This transmission is intended for the named addressee(s) only and may contain sensitive or protectively marked material up to RESTRICTED and should be handled accordingly. Unless you are the named addressee (or authorised to receive it for the addressee) you may not copy or use it, or disclose it to anyone else. If you have received this transmission in error please notify the sender immediately. All traffic including GCSx may be subject to recording and/or monitoring in accordance with relevant legislation

For the full disclaimer please access <http://www.rctcbc.gov.uk/disclaimer>

Mae'r neges ar gyfer y person(au) a enwyd yn unig a gall gynnwys deunydd sensitif neu ddeunydd sy wedi'i farcio hyd at 'CYFYNGEDIG' a dylid ei thrin yn unol a hynny. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych wedi derbyn y neges ar gam a wnewch roi gwybod i'r sawl sy wedi anfon y neges ar unwaith. Mae modd cofnodi a/neu fonitro holl negeseuon GCSX yn unol a'r ddeddfwriaeth berthnasol.

I weld yr ymwadiad llawn ewch i <http://www.rctcbc.gov.uk/ymwadiad>

This message has been scanned for viruses by Websense

If you consider this email spam, please forward to spam@mimecast.org

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

This transmission is intended for the named addressee(s) only and may contain sensitive or protectively marked material up to RESTRICTED and should be handled accordingly. Unless you are the named addressee (or authorised

to receive it for the addressee) you may not copy or use it, or disclose it to anyone else. If you have received this transmission in error please notify the sender immediately. All traffic including GCSx may be subject to recording and/or monitoring in accordance with relevant legislation

For the full disclaimer please access <http://www.rctcbc.gov.uk/disclaimer>

Mae'r neges ar gyfer y person(au) a enwyd yn unig a gall gynnwys deunydd sensitif neu ddeunydd sy wedi'i farcio hyd at 'CYFYNGEDIG' a dylid ei thrin yn unol a hynny. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych wedi derbyn y neges ar gam a wnewch roi gwybod i'r sawl sy wedi anfon y neges ar unwaith. Mae modd cofnodi a/neu fonitro holl negeseuon GCSX yn unol a'r ddeddfwriaeth berthnasol.

I weld yr ymwadiad llawn ewch i <http://www.rctcbc.gov.uk/ymwadiad>

If you consider this email spam, please forward to spam@mimecast.org

Colin Turnbull (LPE)

From: Howlett, Gareth <G.Howlett@CapitalLaw.co.uk>
Sent: 15 January 2015 15:16
To: GRIFFITHS Richard
Cc: COOK Jacqueline
Subject: RE: Section 106 Agreement [PM-AC.FID1137814]



Richard,

Please see my comments in red below.

Kind regards
Gareth

Gareth Howlett

Associate
Commercial Property
D: 029 2047 4493
M: 07734910628
E: g.howlett@capitallaw.co.uk

From: GRIFFITHS Richard [mailto:Richard.Griffiths@pinsentmasons.com]
Sent: 14 January 2015 21:28
To: Howlett, Gareth
Cc: COOK Jacqueline
Subject: HPL: Section 106 Agreement [PM-AC.FID1137814]

Gareth,

You should now be in receipt of engrossed Section 106 Agreement. I should be grateful if you would confirm, on behalf of International Greetings UK Limited and HSBC Bank Plc, that:

1. The agreement is in agreed form; **Confirmed so far as my client is aware. I cannot comment on HSBC's behalf but I understand that my client contact, Robert Alstead, sent an e – mail on 23 October last year confirming that HSBC had already agreed the 106. Is this sufficient? Happy to contact HSBC to obtain further written approval if required.**
2. You are/shortly will be arranging sealing of the agreement; and **Per my previous e – mail, the documents are with my client for signing and I will chase for an update this afternoon. I have asked that the documents are returned to me once the signing formalities have been taken care of so that I can liaise with the group/HSBC and arrange for the bank to do likewise.**
3. Once all parties have sealed, the agreement can be completed. **Again I can only confirm on behalf of my client. I will contact the group/bank for confirmation on this point. I do not foresee any issue and will of course update you as soon as I receive a response.**

Kind regards

Richard Griffiths
Partner
for Pinsent Masons LLP

D: +44 20 7490 6981 M: +44 7770 303 734 Ext: 816981
Richard.Griffiths@pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

'Energy and Natural Resources Team of the Year 2014 – Legal Business Awards'

This email is sent on behalf of Pinsent Masons LLP, a limited liability partnership registered in England & Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority. The word 'partner', used in relation to the LLP, refers to a member of the LLP or an employee or consultant of the LLP or any affiliated firm of equivalent standing. A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office: 30 Crown Place, London EC2A 4ES, United Kingdom. We use 'Pinsent Masons' to refer to Pinsent Masons LLP and affiliated entities that practise under the name 'Pinsent Masons' or a name that incorporates those words. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of those affiliated entities as the context requires.

The contents of this e-mail and any attachments are confidential to the intended recipient. If you are not the intended recipient please do not use or publish its contents, contact Pinsent Masons LLP immediately on +44 (0)20 7418 7000 then delete. Contracts cannot be concluded with us nor service effected by email. Emails are not secure and may contain viruses. Pinsent Masons LLP may monitor traffic data. Further information about us is available at www.pinsentmasons.com

Connect with us on:

 [Capital Law Consult Capital](#)
 [@capitallawllp](#) [@consultcapital](#)

 Think before you print

in association with



And now for the small print...

Capital Law LLP is a limited liability partnership registered in England and Wales under registration no. OC317296. VAT no. 869717463. It is authorised and regulated by the Solicitors Regulation Authority (SRA Number 439698) whose rules can be found at www.sra.org/handbook. A list of the members of Capital Law LLP, and of those non-members who are designated as partners, is open to inspection at our registered office at Capital Building, Tyndall Street, Cardiff CF10 4AZ. Any reference to a 'partner' is to a member of Capital Law LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. They may contain legally privileged information and may not be disclosed to anyone else. If you have received this email in error please notify info@capitallaw.co.uk and delete all copies from your system. You should not retain the e-mail or disclose its contents to anyone. Any offer contained in this communication is subject to Capital Law LLP's standard terms of business which can be found [here](#)



If you consider this email spam, please forward to spam@mimecast.org

Colin Turnbull (LPE)

From: GRIFFITHS Richard <Richard.Griffiths@pinsentmasons.com>
Sent: 15 January 2015 21:48
To: GRIFFITHS Richard
Subject: FW: HPL Revised Section 106 [B&B-M.FID7399986] [PM-AC.FID1137814]

From: Susannah Harvey [<mailto:sharvey@stagenergy.com>]
Sent: 23 October 2014 08:47
To: HUTCHISON Robin; GRIFFITHS Richard
Cc: Norman Campbell; Murray Davies
Subject: Fwd: HPL Revised Section 106 [B&B-M.FID7399986] [PM-AC.FID1137814]

Please see the response from HSBC for the s106 agreement. IG chasing their own lawyers.
Susannah

Sent from my iPhone

Begin forwarded message:

From: Rob Alstead <ralstead@ig-uk.com>
Date: 23 October 2014 08:23:00 BST
To: Susannah Harvey <sharvey@stagenergy.com>
Subject: FW: FW: HPL Revised Section 106 [B&B-M.FID7399986] [PM-AC.FID1137814]

Good morning Susannah,
HSBC have responded as below, I have chased Capital Law (again) for their response. The groups lawyers were able to give a view within few hours and had no objections (they have to review everything that involves HSBC) so I would hope Capital's Law's advice will be uncontentious.
Regards

Robert

Internal legal have reviewed and only two comments on it

- In clause 12.2.4, the address for the SPC is PO Box 6304, Coventry CV3 9JY.
- The execution block for the bank is:-

"

Signed and Delivered)
by)

)
as Attorney of)
HSBC BANK PLC)
in the presence of:-)

.....

(Full name of witness)

.....

(Signature of witness)

Address

Occupation

"

[International Greetings Supports Tomorrows Generation School](#)

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, please e-mail the sender immediately by replying to this message and delete the material from any computer.

This Message is attributed to the sender and may not necessarily reflect the view of International Greetings plc, its subsidiaries or associates. Email may be susceptible to data corruption, interception and unauthorised amendment, and we do not accept liability for any such corruption, interception or amendment or the consequences thereof.

If you would like to find out more about International Greetings plc, please visit our website at www.internationalgreetings.co.uk

International Greetings UK Ltd
Registered office: Unit 7, Waterend Barns, Eversholt, Bedfordshire, MK17 9EA
Registered in England and Wales No: 2265899