
Dated: *31 March* 2017

- (1) RWE Generation UK plc
- (2) Port of Tilbury London Limited

Jetty Asset Transfer

relating to the structure of a jetty at former Tilbury Power Station, Tilbury

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THIS TRANSFER is made on

31 March

2017

BETWEEN

- (1) **RWE Generation UK plc** (registered number 03892782) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB (**Transferor**); and
- (2) **Port of Tilbury London Limited** (registered number 02659118) whose registered office is at Leslie Ford House, Tilbury Freeport, Tilbury, Essex, RM18 7EH (**Transferee**).

OPERATIVE PROVISIONS


1. DEFINITIONS AND INTERPRETATION

1.1 This Transfer uses the following definitions:

Alternative Works	has the meaning given to it in clause 6.3.2;
Commencement Date	the date on which the Works Licence will commence which date shall be: (a) no less than 12 months after the date of the Option Notice; (b) during the Option Period; and (c) no earlier than 31 January 2020;
Competent Authority	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department including (without limitation) the Port of London Authority or any of them or any of their duly authorised officers;
Contractor	the contractor appointed to carry out the Works (which may or may not form part of a wider package of works to construct a power station);
Index Linked	increased by the same proportion as the increase in the Retail Prices Index (all Items) between the date of this Transfer and the date of commencement of the Works (and for the avoidance of doubt if there is a decrease in the Retail Prices Index over such period the sum to be Index Linked shall not be decreased);
Jetty	the structure of the jetty located on (but no land interest in) the land shown edged blue on Plan 1 including all equipment, fixtures and fittings thereon but excluding the Transferor's Jetty Fixtures ownership which is retained by the Transferor;
Jetty Access	the part of the Property which is shown hatched orange on Plan 1; ES
Jetty Licence	
Licensed Area	the part of the Jetty within the area hatched blue on Plan 1 including (to the extent the Transferee has rights over the same) the space below the structure of the Jetty down to the river bed and the airspace

the riverworks licence dated 30 March 2017 made between Port of London Authority (1) and the Transferee (2)

above the Jetty) or such reduced area as may be agreed between the parties pursuant to clause 7.1;

Mitigation Works	physical works to the Jetty the Property or Phase 1 and other works or logistical arrangements (for the avoidance of doubt excluding compensation payments) that the Transferee shall propose to mitigate the disruption to its cargo handling and other operations at the Jetty the Property and Phase 1 and the berthing of vessels at the Jetty which is or may be caused by the undertaking by the Transferor (or any party on its behalf) of the Standard Works;
Necessary Consents	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority or owner of any superior interest in the land on which the Jetty is situated for the existence and use of the Jetty;
Option Notice	written notice exercising the option contained in clause 5.1 and specifying the Commencement Date;
Option Period	the period of 25 years commencing on the date of this Transfer;
Phase 1	the land comprised in a transfer dated 31 January 2016 made between RWE Generation UK plc (1) and Port of Tilbury London Limited (2) and edged red on Plan 3 being the land comprised within title number EX932756;
Plan 1, Plan 2 and Plan 3	the plans so marked and attached to this Transfer;
Price	
Property	the part of title number EX639032 which is shown edged red on Plan 1;
Retained Land	the part of title number EX639032 which is shown edged green on Plan 2 (being the whole of the land within that title other than the Property);
Restriction Land	the part of the Property shown coloured yellow on Plan 1;
Standard Works	has the meaning given to it in clause 6.3.1;
Transferor's Jetty Fixtures	all cooling water intake structures (extending upwards to its interface with the underside of the jetty deck) and associated main and ancillary transfer pipework between the cooling water intake structures and the Retained Land as may be from time to time replaced, altered, renewed or refurbished;
VAT	Value Added Tax;
Works	the works to be carried out by the Transferor pursuant to the Works Licence being either the Standard Works or the Alternative Works as

DATED 8 November 2016

THE NATIONAL EXHIBITION CENTRE LIMITED (1)

and

PIONEERS UK LIMITED (2)

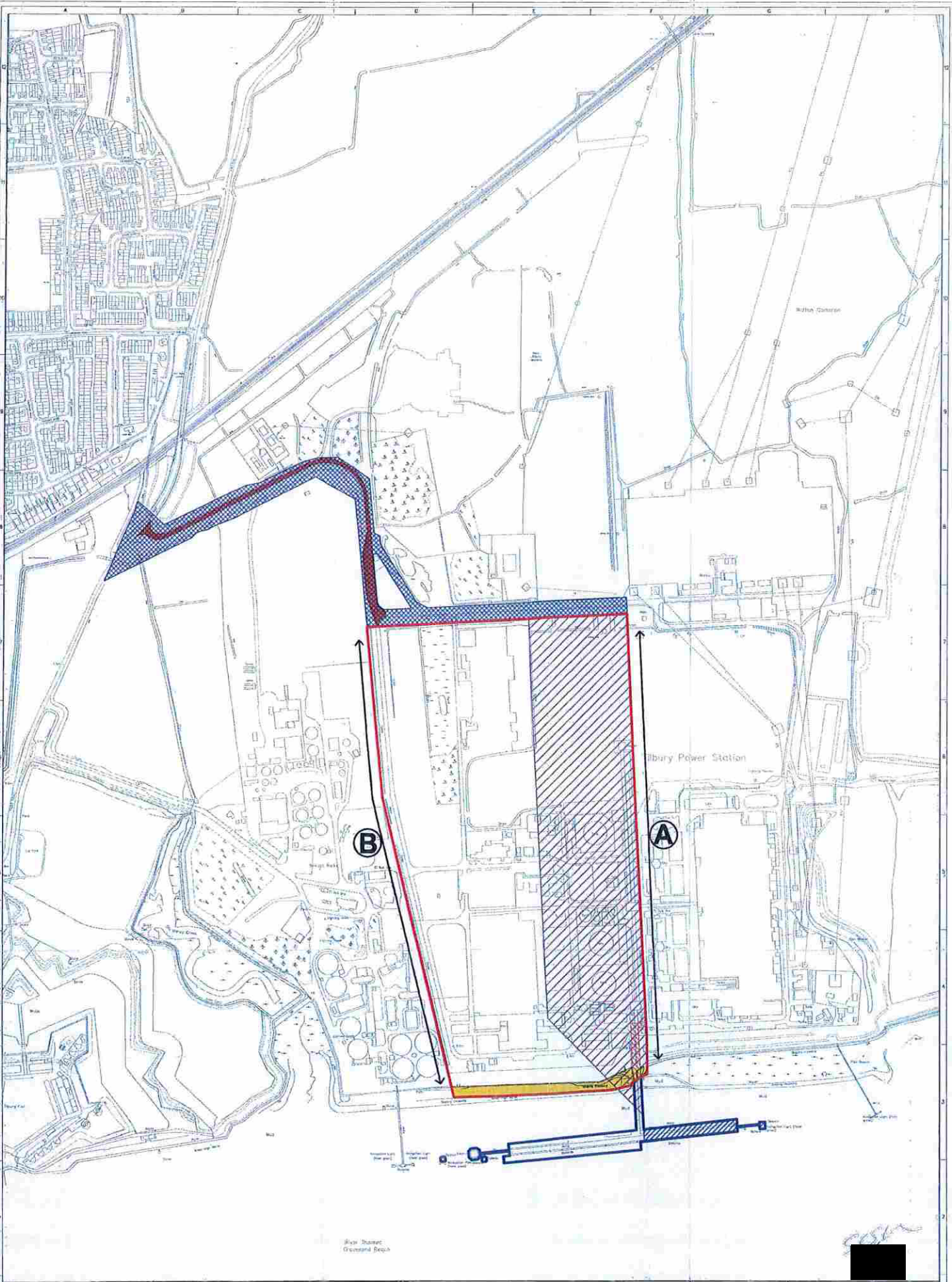
LEASE
relating to Unit 3A Ground Floor at the National Indoor
Arena, Birmingham

Squire Patton Boggs (UK) LLP
Rutland House
148 Edmund Street
Birmingham
B3 2JR
United Kingdom
DX 708510 Birmingham 17

O +44 121 222 3000
F +44 121 222 3001

Reference CH3/NAT 244-0097

014-3354-9264/10/EUROPE



Site	TILBURY
Title	PLAN B 1
SJP	02.12.15
Drawn	Checked
Date	Assessed by
	A
	Max.

PROPERTY	SERVICES CORRIDOR
ACCESS ROADS	JETTY
JETTY ACCESS	JETTY RESTRICTION LAND
EXCLUSION ZONE	LICENSED AREA

THE PERSON NAMED IN THE 'APPROVED BY' BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

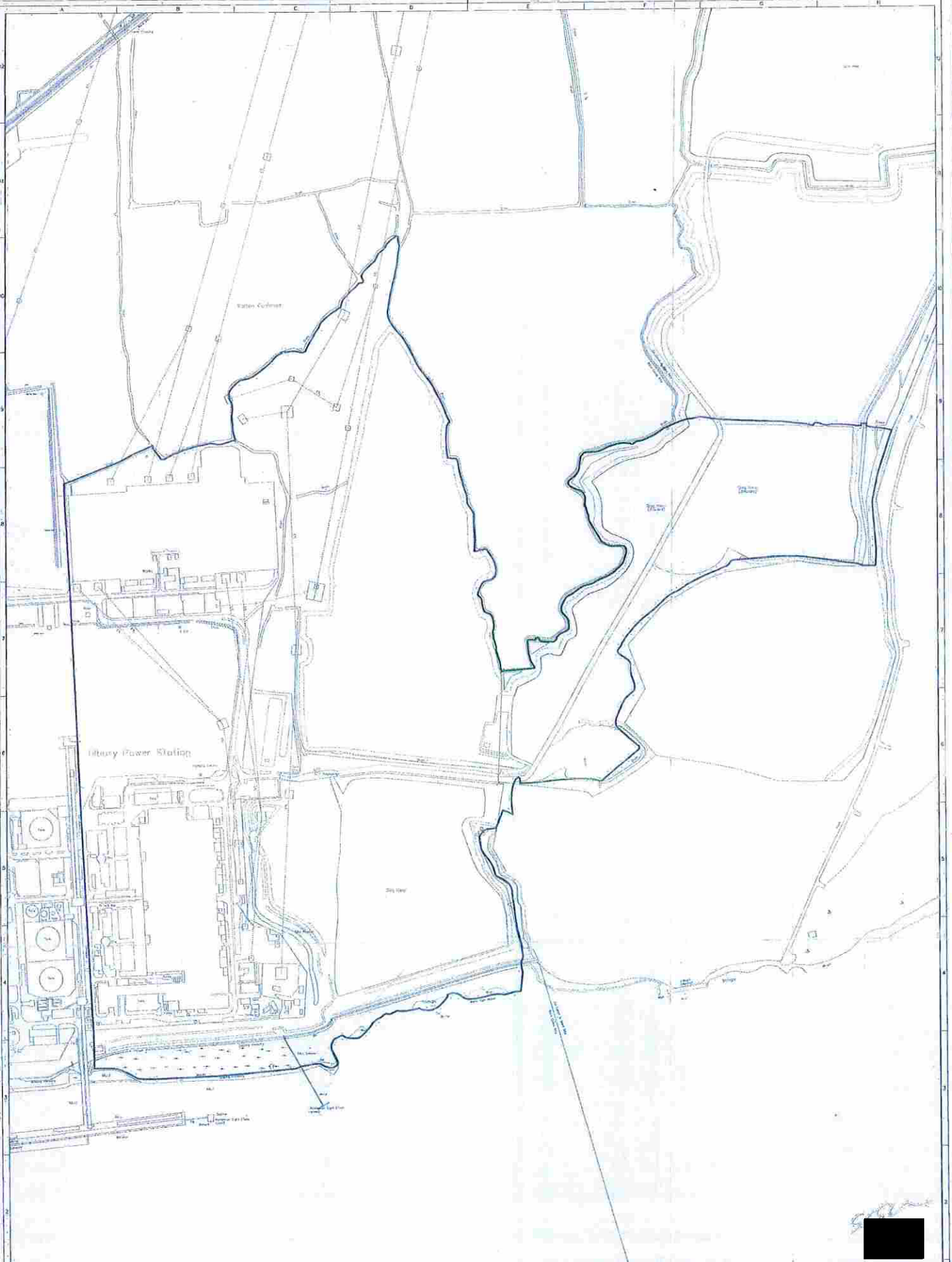
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Site of original	Scale of original
A1	1:2500

Geographical Graphics
 RWE Generation UK plc
 Electronic - E12
 Woodmill Hill Business Park
 Solihull
 S45 8PQ
 E: sam.pearson@rwe.com

RWE

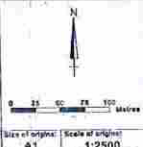
7/2015
 Status: DRAFT
 Drawing number: MAP/TILB/078/AP3



Site: **TILBURY**

Title: **PLAN 8 L**

Key: RETAINED LAND



Geospatial Graphics
 RWE Generation UK plc
 Elevation: 117
 Woodhall Hill Pudding Park
 Swindon
 SN4 6PB
 T: +44 (0)1793 836216
 E: rsm.grandhouse@rwe.com

RWE

Sheet: **DRAFT**

Drawing number: **MAP/TIL/078/AP1**

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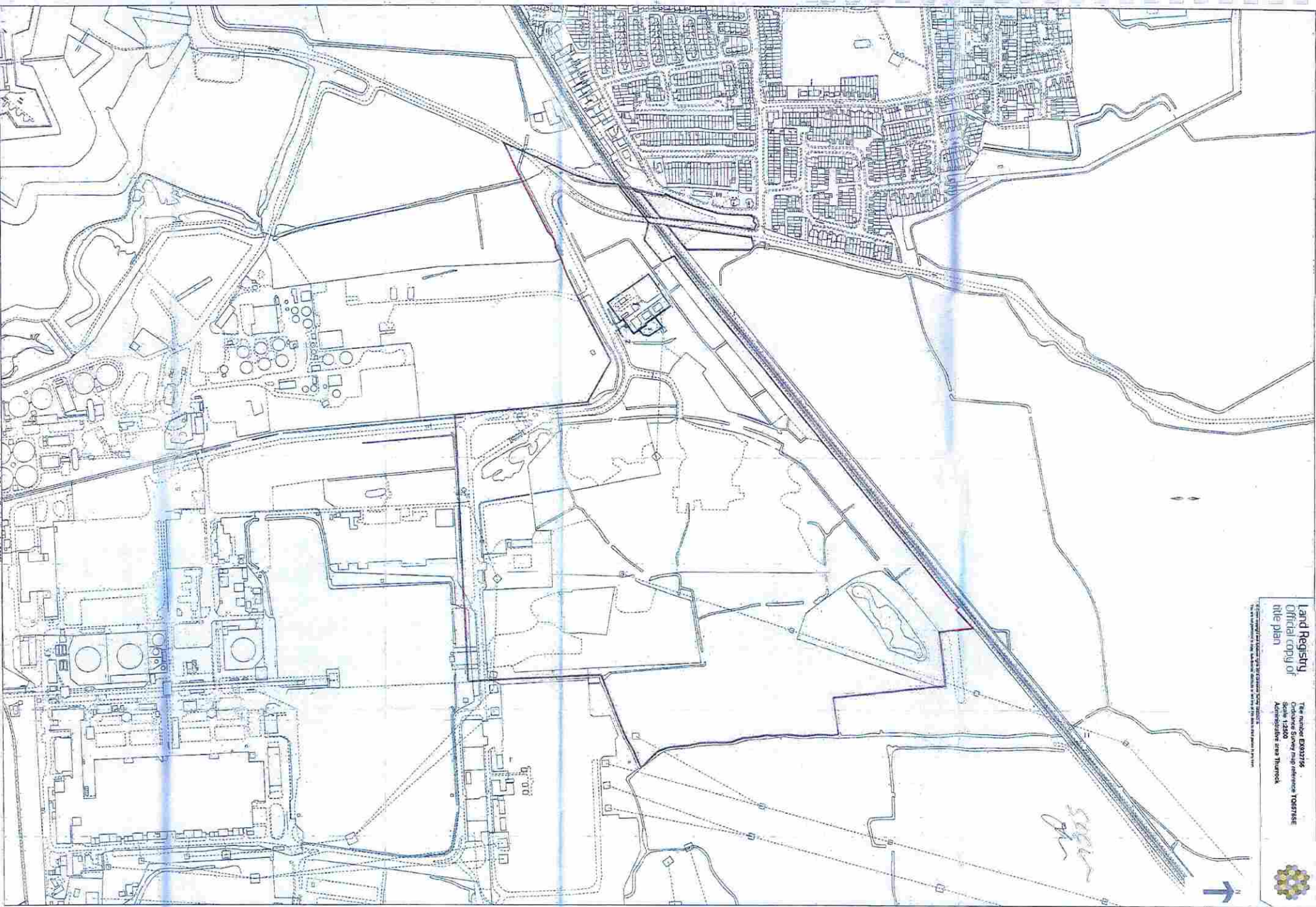
Size of original: A1 Scale of original: 1:2500

Land Registry
Official copy of
title plan

The number EK02716
Cadastral Survey map reference T026716E
Administrative area Thurrock



This is an official copy of the title plan. It is a reproduction of the original title plan as shown in the office of the Registrar of Land.



This official copy relates to the title plan of 20 June 2015 shown on the title plan of 20 June 2015 (EK02716) and is a reproduction of the original title plan as shown in the office of the Registrar of Land. The title is dealt with by Land Registry, Peterborough, Office.

Plan 25

determined in accordance with clause 6.4 (as applicable);

Works Licence

the licence over the Jetty to be granted on exercise of the option contained in clause 5 in the form of the draft annexed to this Transfer;

Works Programme

a programme of the Works prepared by or on behalf of the Transferor.

- 1.2 References to the Jetty include the whole and every part of the Jetty, references to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 1.3 References to clauses are to clauses in this Transfer unless the reference is to a clause in another deed or document.
- 1.4 Transferee means the party of the second part or its successor from time to time to the ownership of the Jetty.
- 1.5 Transferor means the party of the first party or any person from time to time to whom the rights and obligations in this Transfer are from time to time assigned in accordance with clause 9 hereof.
- 1.6 The words "including" and "include" shall be deemed to be followed by the words "without limitation".
- 1.7 Any covenant by a party not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2. TRANSFER

In consideration of the Price, which the Transferor has received, the Transferor transfers the Jetty to the Transferee free from any encumbrance charge or lien.

3. TRANSFEREE'S COVENANTS

- 3.1 The Transferee shall maintain the Jetty which obligation shall include (without prejudice to the generality of the foregoing) the following:
 - 3.1.1 undertaking routine inspections of the Jetty at a frequency and to the standard reasonably required to identify actions required in order to comply with the obligations in this clause 3.1;
 - 3.1.2 maintenance of power for essential services on the Jetty;
 - 3.1.3 maintenance of the induced current cathodic protection on the steel piles forming part of the Jetty;
 - 3.1.4 maintenance of a security and safety system on or serving the Jetty;
 - 3.1.5 maintenance of navigational lighting on the Jetty;
 - 3.1.6 maintenance of drainage systems on the Jetty;
 - 3.1.7 repair, replacement or improvement (where reasonably necessary) of any item listed above as requiring maintenance.

- 3.2 The Transferee shall comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any Competent Authority in respect of the Jetty, its use or the carrying out of any works to the Jetty.
- 3.3 The Transferee shall at all times hold and comply with the terms of any Necessary Consents for the Jetty and shall provide copies of them to the Transferor upon reasonable request.
- 3.4 The Transferee will not transfer, charge or lease for a term of 60 years or more the Jetty without first procuring that the transferee, chargee or lessee (as the case may be) has first entered into a direct covenant with the owner of the Retained Land to comply with the obligations on the part of the Transferee contained in this Transfer (including this clause 3.4) or (in the case of the chargee) that it will comply with the obligation on the part of the Transferee if it becomes a mortgagee in possession and that it will ensure that any party to whom it effects a disposal of the Jetty complies with such obligations.

4. **RIGHTS RESERVED**

The following rights over the Jetty are reserved for the benefit of the Retained Land:

- 4.1 the right to keep the Transferor's Jetty Fixtures on and attached to the structure of the Jetty;
- 4.2 the right to make (or keep existing) connections to the Transferor's Jetty Fixtures;
- 4.3 the right to use the Transferor's Jetty Fixtures for the extraction of cooling water and transmission of the same to the Retained Land;
- 4.4 the right to make connections to service media at the Jetty subject to it first obtaining the consent of the Transferee (such consent not to be unreasonably withheld or delayed) and subject to the Transferor either arranging for all services consumed to be separately metered or the Transferor reimbursing the Transferee for all services consumed where such costs are charged to the Transferor;
- 4.5 the right to go on to the Licensed Area (via the Jetty Access and such parts of the Jetty as are reasonably necessary for the purposes of gaining access to the Licensed Area) at reasonable times and on reasonable prior notice for the purposes of
 - 4.5.1 carrying out surveys of the Licensed Area and access thereto and the Transferor's Jetty Fixtures subject to any person exercising such right complying with all applicable laws and health and safety regulations and all reasonable site rules notified by the Transferee;
 - 4.5.2 carrying out maintenance, repair and/or upgrading as may be required from time to time to comply with any applicable regulations of the Transferor's Jetty Fixtures subject to any person exercising such right complying with all applicable laws and health and safety regulations notified by the Transferee and the Transferee first approving (which approval shall not be unreasonably withheld or delayed where the Transferor demonstrates to the reasonable satisfaction of the Transferee that its operations at the Jetty and the Property and Phase 1 will not be materially and adversely affected) any risk assessments, method statements and Works Programme for the intended maintenance and/or repair works;
 - 4.5.3 complying with any obligations owed to the Environment Agency or other statutory body.

Provided that in exercising such rights (and without compromising the Transferor's right to exercise such rights) the Transferor shall:

- 4.5.4 cause as little inconvenience and disruption to the Transferee's operations including cargo handling operations at the Jetty the Property and Phase 1 and (at the Jetty) the berthing of vessels and as little damage to the Jetty the

Property and Phase 1 as reasonably possible and shall make good any damage caused to the reasonable satisfaction of the Transferee;

- 4.5.5 comply with all applicable laws and health and safety requirements the Jetty Licence and all reasonable site rules notified from time to time by the Transferee to the Transferor.

5. **OPTION FOR WORKS LICENCE**

- 5.1 The Transferee grants to the Transferor during the Option Period an option to call for the grant of the Works Licence.
- 5.2 The option contained in clause 5.1 shall be exercisable by the Transferor on one occasion only by the service of an Option Notice on the Transferee. Any Option Notice served shall be accompanied by the Works Programme.
- 5.3 Prior to the expiry of the notice served pursuant to clause 5.2 the Transferee will take any steps necessary to limit or terminate any third party use or rights of occupation of the Licensed Area which would be incompatible with the Transferor's use of the Licensed Area for the purposes of carrying out the Works.

6. **WORKS**

- 6.1 The Transferor shall keep the Transferee fully informed of (and shall respond to reasonable written enquiries intended to allow the Transferee to plan its investment in and use of the Jetty about) and shall consult with the Transferee in relation to its proposals for redevelopment and/or use of the Retained Land and in relation to measures to be incorporated into the Alternative Works (as defined by clause 6.3.2) and shall provide the Transferee with not less than 24 months' advance notice of any intention to implement a power station project on the Retained Land (but for the avoidance of doubt it shall be at the sole discretion of the Transferor if and when to serve an Option Notice).
- 6.2 The Transferor will keep the Transferee informed of any tender process for the appointment of a contractor to carry out the Works such obligation to include:
- 6.2.1 the Transferor inviting the Transferee to any meetings the Transferor deems appropriate (acting reasonably) with a preferred potential Contractor to discuss the specification for the Works and the proposals to facilitate so far as possible the continued use by the Transferee of the Licensed Area for the purposes of cargo handling and the berthing of vessels during the period of the Works and at and after such meetings the Transferor will have due regard to (but shall not be bound by) any representations made by the Transferee;
- 6.3 Following selection of a Contractor the Transferor shall:
- 6.3.1 instruct the Contractor (and supporting consultants) to design a standard scheme for the Works (the **Standard Works**) which disregards the Transferee's desired use of the Licensed Area during the period of the Works Licence such scheme to include full details of the basic design, performance, quality, timing, deliverability, consentability, duration, anticipated completion date and health and safety standards of the Standard Works and the extent of the Licensed Area required by the Contractor to deliver the Works; and
- 6.3.2 instruct the Contractor (and supporting consultants) to design an alternative scheme for the Works (the **Alternative Works**) which comprise the Standard Works but incorporate measures to minimise disruption and allow the Transferee to continue use of the Licence Area during the period of the Works Licence (but no other measures) and in designing the Alternative Works:
- 6.3.2.1 the Transferor shall have due regard to reasonable representations made by the Transferee;

6.3.2.2 the Transferor shall request that the Contractor include in the scheme for the Alternative Works a price for allowing a period of six hours within each 24 hour period within which the Licensed Area and berth adjacent to it would be available for use by the Transferee for the purposes of cargo handling and the berthing of vessels and it is agreed that this need not be at a set time and may be variable (provided that the Transferee has reasonable advance notice of the times) in order to take advantage of down time in the works programme *Provided Always* the parties acknowledge that the Contractor may not be able to provide a technical solution that allows such access;

6.3.2.3 notwithstanding clause 6.3.2.2 the Transferor shall be entitled to require in the Alternative Works the same basic design, performance, quality, timing, deliverability, consentability duration and health and safety standards and no material change to the anticipated completion date as set out in the scheme for the Standard Works;

and in designing both the scheme for the Standard Works and the Scheme for the Alternative Works the Contractor shall incorporate the following principles:

(i) *the Works shall not materially impact upon the integrity of the Jetty nor the Transferee's use of the remainder of the Jetty outside the Licensed Area for the berthing of vessels and cargo handling operations;*

(ii) the Works once completed shall not interfere with or impede the berthing of vessels on any part of the Jetty.

6.4 Within 20 Working Days of receipt by the Transferee of final and agreed and priced specification for the Standard Works and the Alternative Works the Transferee shall advise the Transferor whether the Transferor should carry out the Standard Works or the Alternative Works.

6.5 Where the Alternative Works are carried out:

6.5.1 the Transferor shall meet up to but no more than the first £250,000 Index Linked of the difference in cost between the price ascribed by the Contractor to the Standard Works and the price ascribed by the Contractor to the Alternative Works;

6.5.2 any difference in cost between the price ascribed by the Contractor to the Standard Works and the price ascribed by the Contractor to the Alternative Works Element as set out in the specification received by the Transferee pursuant to paragraph 6.4 in excess of the contribution made by the Transferor pursuant to clause 6.5.1 shall be met by the Transferee and shall be payable when payment is due to the Contractor and:

6.5.2.1 (where reasonable to do so) the Transferor shall be entitled to require that the Transferee provides financial security for such payment in a form acceptable to the Transferor acting reasonably;

6.5.2.2 If the Transferee fails to provide any required security within one month of it being agreed or determined pursuant to clause 6.4 that the Alternative Works shall be carried out (or if later within one month of the date on which the Transferee is notified that the security is required), the Transferor shall be entitled instead to carry out the Standard Works.

6.6 Where the Standard Works are carried out the Transferee shall be entitled to undertake Mitigation Works and the Transferor shall acting reasonably where it agrees that such works

are reasonable and proper steps of mitigation (as to which the Transferee may require that the Transferor gives a binding opinion in advance of the Transferee undertaking the Mitigation Works) reimburse the Transferee for such works up to a maximum of £250,000 Index Linked.

7. **WORKS LICENCE**

7.1 On the Commencement Date the parties will enter into the Works Licence. The scheme for the Works prepared by the Contractor and to form the Works pursuant to clause 6.4 as applicable shall be appended to the Works Licence as the Specification and the Licensed Area shall be reduced to the area that the Contractor actually requires for delivery of the Works.

7.2 Pursuant to the Works Licence the Transferor will be entitled to carry out the Works and following completion of the Works each party will if reasonably required by the other enter into any licence or easement reasonably necessary to document the ownership of or rights pertaining to the altered and refurbished Transferor's Jetty Fixtures provided that the reasonable and properly incurred costs of the Transferee so doing shall be borne by the Transferor.

8. **TRANSFEROR'S COVENANTS**

8.1 The Transferor is to insure against all third party and employer's liability arising as a result of the existence and use of the Transferor's Jetty Fixtures in a sum of not less than £5,000,000 (five million pounds) per claim.

8.2 The Transferor is to keep the Transferor's Jetty Fixtures in a good and safe state of repair and condition such that they do not cause damage to or endanger the safety or use by the Transferee of the Jetty.

9. **ASSIGNMENT**

The Transferor may without the consent of the Transferee assign the whole of the rights and obligations on the part of the Transferor contained in this Transfer to any successor in title to the ownership of the Retained Land ("**the Successor**") and will notify the Transferee within 30 days of completion of such an assignment provided that the Successor shall before it takes ownership of the Retained Land enter into a deed of covenant with the Transferee in a form approved by the Transferee (such approval not to be unreasonably withheld or delayed) to comply with the obligations of the Transferor contained in this Deed and to apply to the Land Registry for a restriction to be entered onto the registered title of the Retained Land in the same form as set out in clause 9.

10. **RESTRICTION - TRANSFEEE**

The Transferor and the Transferee apply to the Land Registrar for a restriction to be entered on the title to the Property in the following Land Registry standard form:

"No transfer, charge or lease for a term in excess of sixty years of the part of the registered estate defined as the Restriction Land in the transfer of a jetty dated 31 March 2017 and made between (1) RWE Generation UK plc and (2) Port of Tilbury London Limited by the proprietor of the registered estate, or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 3.4 of the said transfer of the jetty have been complied with or that they do not apply to the disposition."

11. **RESTRICTION - TRANSFEROR**

The Transferor and the Transferee apply to the Land Registrar for a restriction to be entered on the title to the Retained Land in the following Land Registry standard form:

"No transfer, charge or lease for a term in excess of sixty years of the part of the registered estate defined as Retained Land in the transfer of a jetty dated 31 March 2017 and made

between (1) RWE Generation UK plc and (2) Port of Tilbury London Limited by the proprietor of the registered estate, or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 9 of the said transfer of the jetty have been complied with or that they do not apply to the disposition."

12. TERMINATION

12.1 The Transferor may at any time by service of notice in writing on the Transferee terminate its future rights and obligations under this Transfer (without prejudice to the transfer contained in clause 2 or any existing liabilities which have already accrued on the part of either party) and upon such termination taking effect the Transferor's Jetty Fixtures shall become the property of the Transferee provided always that on or prior to termination or expiry of the Option Period the Transferor will make safe the Transferor's Jetty Fixtures.

12.2 The Transferee may at any time after completion of the development of more than 50 acres of the Retained Land for uses other than power generation by service of notice in writing on the Transferee terminate its future rights and obligations under this Transfer (without prejudice to the transfer contained in clause 2 or any existing liabilities which have already accrued on the part of either party) and upon such termination taking effect the Transferor's Jetty Fixtures shall become the property of the Transferee.

13. DISPUTES

13.1 Any dispute arising in connection with this Transfer is to be determined by an independent expert who is to be a chartered engineer of not less than ten years' standing who is experienced in the design alteration and use of assets such as the Jetty.

13.2 The independent expert is to be appointed by agreement between the Transferor and the Transferee but if they cannot reach an agreement, either of them may ask the President for the time being of the Institution of Civil Engineers to nominate an expert and if he is unable or unwilling to do so, the next most senior officer may make the nomination.

13.3 The following provisions apply to the independent expert referred to in this clause 13:

- (a) he is to act as an expert and not as an arbitrator;
- (b) he is to give the Transferor and the Transferee an opportunity to make written representations and to comment on each other's representations;
- (c) another expert may replace him if he dies, becomes unwilling or incapable of acting or it becomes apparent for any other reason that he will be unable to determine the matter referred to him within a reasonable time;
- (d) he will be instructed to make his determination within 20 working days of the matter being referred to him;
- (e) his decision is to be final and binding on the Transferor and the Transferee; and
- (f) his fees, including those of his appointment, are to be borne between the Transferor and the Transferee as he determines or, in the absence of a determination, shared equally between the Transferor and the Transferee.

14. FURTHER ASSURANCE

At any time after the date of this Agreement each party shall perform such further acts and generally use their reasonable endeavours in good faith to give full effect to the provisions of this Agreement, and shall use reasonable endeavours to procure that any necessary third party shall, at the cost of the other party, execute such documents and do such further acts and things as the other party may reasonably require for the purpose of giving to that party the full benefit of all the provisions of this Agreement.

15. ACKNOWLEDGEMENT

The parties hereby acknowledge that prior to termination of the Transferor's rights under this Transfer the Transferor's Jetty Assets shall remain in the ownership of the Transferor.

15. **VALUE ADDED TAX**

Sums payable under this Agreement are exclusive of Value Added Tax ("VAT"). Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

16. **EXECUTION:**

The Transferor and the Transferee have executed this Transfer as a deed and it is delivered on the date set out above.

SCHEDULE1

Works Licence

Signed as a deed by
RWE Generation UK plc
acting by two directors or
one director and its secretary

)
)
)
)



Signature of director

Signature of director/secretary

Signed as a deed by
Port of Tilbury London Limited
acting by two directors or
one director and its secretary

)
)
)
)

Signature of director

Signature of director/secretary

Dated:

- (1) [Jetty Owner]
- (2) [Jetty Fixtures Owner]

**Licence to carry out works to cooling water intake structures
located on a jetty at Tilbury Power Station, Tilbury**

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THIS LICENCE is made on the date set out in the Particulars

BETWEEN

- (1) [Jetty Owner details] (**Jetty Owner**); and
- (2) [Jetty Fixtures Owner details] (**Jetty Fixtures Owner**).

OPERATIVE PROVISIONS

1. INTERPRETATION

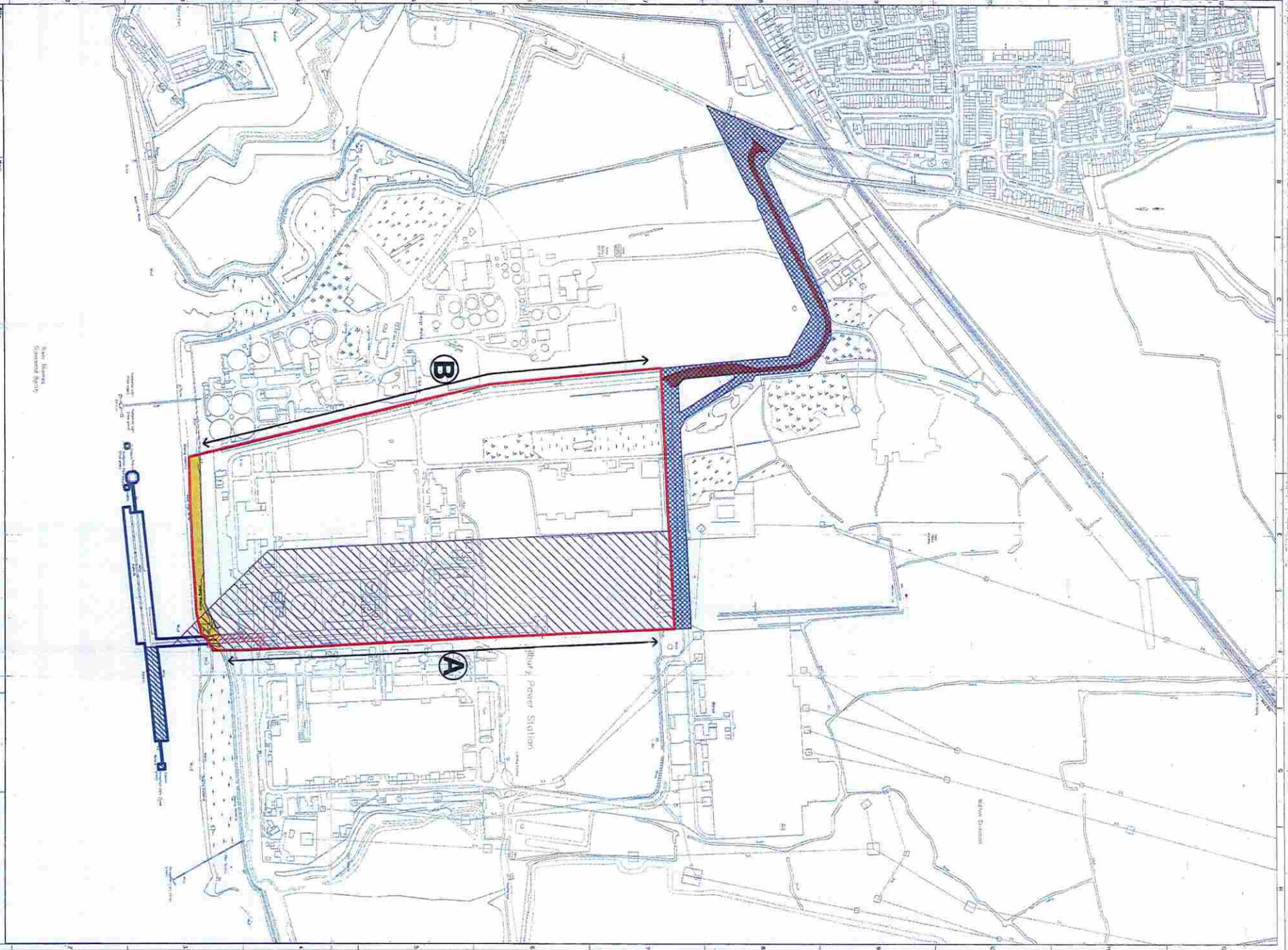
1.1 In this Licence, the following words and expressions have the following meanings:

- | | |
|-----------------------|--|
| Access Roads | the roads which are shown [coloured brown (including the section coloured brown and hatched black)] on the Plan; |
| Consents | any of the following consents required for the carrying out of the Works: <ul style="list-style-type: none">(a) planning permission or any other approvals from the local planning authority;(b) building regulations approvals;(c) Marine Management Organisation licence;(d) PLA Licence;(e) all other permissions, licences, certificates, consents and approvals required under any statute or from any local or public authority; and(f) the consent of any owner of any superior interest in the land on which the Jetty is situated or the owners and occupiers of any neighbouring premises affected by the Works |
| Insurers | the insurers with whom the Jetty Owner insures the Jetty Owner's Premises |
| Jetty | the structure of the jetty located on (but no land interest in) the land shown edged blue on the Plan including all equipment, fixtures and fittings thereon but excluding the Jetty Fixtures ownership which is retained by the Jetty Fixtures Owner; |
| Jetty Fixtures | all cooling water intake structures (extending upwards to its interface with the underside of the jetty deck) and associated main and ancillary transfer pipework between the cooling water intake structures and the Retained Land as may be from time to time replaced, altered, renewed or refurbished; |

Jetty Fixtures Representative	Owner's	a project manager who is an employee of the Jetty Fixtures Owner appointed by the Jetty Fixtures Owner to monitor the Works and whose identity is notified to the Jetty Owner prior to the commencement of the Works;
Jetty Owner's Representative		a project manager or surveyor (who may be an employee of the Jetty Owner) appointed by the Jetty Owner in relation to the Works whose identity is notified by the Jetty Owner to the Jetty Fixtures Owner in writing;
Licensed Area		the part of the Jetty hatched blue on the Plan including (to the extent the Jetty Owner has rights over the same) the space below the structure of the Jetty down to the river bed and the airspace above the Jetty) [Note: to be agreed/limited prior to engrossment if appropriate pursuant to the Jetty Asset Transfer];
PLA Licence		the licence dated [details to be added on engrossment] between (1) the Port of London Authority and (2) the Jetty Owner permitting the retention and use of the Jetty in its current location;
Plan		the plan attached to this Licence;
Specification		the specification of the Works attached at Appendix 1;
Statutory Requirements		all legislation having legal effect in the United Kingdom relating to the carrying out of the Works in force at the date of this Licence;
Term		12 months from the date of this Licence;
Works		the works of alteration and/or refurbishment described in the Specification and to be carried out by the Jetty Fixtures Owner to the Jetty Fixtures during the term of this Licence;
Works Contracts		the contract or contracts and any professional appointments let or entered into by the Jetty Fixtures Owner in respect of the Works.
Works Programme		the programme for the undertaking of the Works annexed at Appendix 2.

1.2 In this Licence:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses are to clauses of this Licence;
- 1.2.3 references to the parties include their successors in title;
- 1.2.4 where two or more people form a party to this Licence, the obligations they undertake may be enforced against them all jointly or against each individually;



Scale: 1:1000
 Ground Level

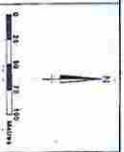
TITLE
TILBURY

PLAN 2

DATE: 15/02/15
 DRAWN BY: [Name]
 CHECKED BY: [Name]

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- KEY
- PROPERTY
 - SERVICES COMMON
 - ACCESS ROAD
 - ATTY
 - ATTY ACCESS
 - ATTY MENTHON/LAND
 - EXCLUSION ZONE
 - UNLAWFUL



Geotechnical Details
 Drawing: 152
 Project: [Name]
 RWE
 1: [Phone Number]
 [Email Address]

DRAWN BY
 NAME/ID NUMBER

- 1.2.5 "including" means "including, without limitation";
 - 1.2.6 an obligation on either party not to do an act or thing includes an obligation not to permit or allow that act or thing to be done; and
 - 1.2.7 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Licence shall be unaffected.
- 1.3 The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. LICENCE

- 2.1 The Jetty Owner grants the following rights to the Jetty Fixtures Owner during the Term subject to the provisions of this **clause 2**:
- 2.1.1 the right to carry out the Works;
 - 2.1.2 the right to enter and remain upon the Licensed Area for the Term for the purposes of exercising the right granted in clause 2.1.1;
 - 2.1.3 a right of way over the Access Roads, the roadway over the Jetty connecting the Access Roads to the Licenced Area and where necessary any part of the Jetty adjoining the Licenced Area with or without vehicles plant machinery and equipment for the purposes of exercising the right granted in clause 2.1.1.
- 2.2 The rights granted in this **clause 2** are subject to the Jetty Fixtures Owner:
- 2.2.1 using all reasonable endeavours to minimise nuisance, damage, annoyance or inconvenience caused to the Jetty Owner or the other tenants or occupiers or customers of the Jetty Owner's premises or any adjoining or neighbouring premises in the exercise of the rights;
 - 2.2.2 ensuring that the Jetty Fixtures Owner complies with the terms of the PLA licence and that no breach of the PLA Licence is caused in the exercise of the rights; and
 - 2.2.3 making good as soon as reasonably possible any damage caused to the Jetty in the exercise of the rights to the reasonable satisfaction of the Jetty Owner.

3. OBLIGATIONS BEFORE BEGINNING THE WORKS

- 3.1 The Jetty Fixtures Owner agrees with the Jetty Owner not to begin the Works unless and until it has:
- 3.1.1 obtained in writing all Consents which are legally required before beginning the Works and the Jetty Owner has approved them, such approval not to be unreasonably withheld or delayed;
 - 3.1.2 fulfilled any conditions in the Consents required to be fulfilled before the Works are begun; and
 - 3.1.3 given not less than seven days' prior written notice to the Jetty Owner of its intention to begin the Works.
- 3.2 The Jetty Fixtures Owner shall keep the Jetty Owner fully informed in relation to the timing of and its proposed start date for the Works.

4. CARRYING OUT THE WORKS

- 4.1 The Jetty Fixtures Owner agrees with the Jetty Owner that if it carries out the Works it will do so:

- 4.1.1 at its own cost and expense;
 - 4.1.2 with all due diligence and speed and in any event within the Term;
 - 4.1.3 in accordance with the Specification and the Works Programme;
 - 4.1.4 in accordance with the Consents and all Statutory Requirements;
 - 4.1.5 in a good and workmanlike manner;
 - 4.1.6 using good and substantial materials;
 - 4.1.7 minimising disruption to the Jetty Owner's use of the Jetty; and
 - 4.1.8 in accordance with the requirements, if any, of the Insurers, which have been notified in writing to the Jetty Fixtures Owner.
- 4.2 If the Works are commenced the Jetty Fixtures Owner will keep the Jetty Owner fully informed as to the progress of the Works and shall procure that they are completed prior to the end of the Term.
- 4.3 The Jetty Fixtures Owner is to take all reasonable precautions during the carrying out of the Works as the Jetty Owner may require for the protection and structural stability of the Jetty.
- 4.4 The Jetty Owner's Representative may attend any inspection of the Works by the Jetty Fixtures Owner's Representative for the purpose of the issue of any certificate of practical completion statement or notice in respect of the Works.
- 4.5 The Jetty Owner's Representative may in addition at reasonable times and after giving reasonable advance notice to the Jetty Fixtures Owner's Representative enter the Licensed Area to inspect the Works.
- 4.6 When attending the Licensed Area the Jetty Owner's Representative will comply with the Construction (Design and Management Regulations) 2015 (or any replacement or updated law or regulation applicable to the Works), all site regulations and any other reasonable requirements of the Jetty Fixtures Owner's Representative notified to it in writing and will not interfere with the Works.
- 4.7 The Jetty Owner's Representative may, after any inspection under this clause 4, serve a notice on the Jetty Fixtures Owner's Representative specifying any respects in which it considers that the Jetty Fixtures Owner is not procuring the Works in accordance with this Deed and the Jetty Fixtures Owner shall ensure that the party undertaking the Works and all other relevant parties have due regard to and implement any reasonable contents of any notice served.
- 4.8 The Jetty Fixtures Owner shall procure that the Jetty Fixtures Owner's Representative serves a notice in writing on the Jetty Owner certifying that the Works have been practically completed once the Works have been completed.
- 4.9 The Jetty Fixtures Owner shall procure the delivery to the Jetty Owner of collateral warranties (with up to date evidence of professional indemnity cover insurance from the warranting parties acceptable to the Jetty Owner) in respect of the Works Contracts such warranties to be in a form determined by the Jetty Fixtures Owner and approved by the Jetty Owner (both acting reasonably) provided always the collateral warranties are under seal and the Jetty Owner is afforded full reliance in respect of the same such collateral warranties to be delivered no later than the end of the Term.

5. **COMPLETION OF THE WORKS**

5.1 When the Works have been completed, the Jetty Fixtures Owner is, as soon as reasonably practicable, to:

- 5.1.1 obtain any Consents required on the completion of the Works;
- 5.1.2 notify the Jetty Owner in writing of the completion of the Works and allow the Jetty Owner to inspect them to satisfy itself that they have been carried out and completed in accordance with the terms of this Licence;
- 5.1.3 remove all plant and equipment used in the carrying out of the Works and unused materials from the Jetty and Licenced Area;
- 5.1.4 make good any damage to the Jetty or to the remainder of the Jetty Owner's premises caused by the carrying out of the Works.

6. **GENERAL PROVISIONS**

6.1 The Jetty Fixtures Owner is to pay to the Jetty Owner the proper and reasonable legal, surveyors' and other professional costs and expenses incurred by the Jetty Owner and any VAT on them which the Jetty Owner is unable to recover arising from:

- 6.1.1 the approval of the programme of consents under clause 3.1.1; and
- 6.1.2 the monitoring and inspection of the Works.

7. **EXECUTION**

The parties have executed this Licence as a deed and it is delivered on the date set out in the Particulars.

Executed as a deed by affixing)
the common seal of)
[NAME OF COMPANY / LLP])
in the presence of:)

Signature of director

Signed as a deed by)
[NAME OF COMPANY / LLP])
acting by two directors or)
one director and its secretary)

Signature of director/secretary

Signature of director

Signature of director/secretary

Signed as a deed by)
[NAME OF COMPANY/LLP])
a [company][LLP] incorporated in)
[COUNTRY])
acting by **[NAME OF OFFICER]**)
[and **[NAME OF OFFICER]]**)
being [a person][persons] who,)
in accordance with the laws of that)
territory, [is][are] acting under the)
authority of that [company][LLP])

Signature of authorised signatory

Signature of authorised signatory

Signed as a deed by)
[NAME OF INDIVIDUAL] OR)
[NAME COMPANY / LLP])
[acting by one director/member])
in the presence of:)

Signature of [individual/director/member]

Witness Signature:

Witness Name:

Witness Address:

APPENDIX 1

Specification

APPENDIX 2

Works Programme