

DATED

13 April

2022

EAST SUFFOLK COUNCIL

- and -

SUFFOLK COUNTY COUNCIL

- and -

NNB GENERATION COMPANY (SZC) LIMITED

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DEED OF VARIATION  
relating to Sizewell C, Suffolk

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Herbert Smith Freehills LLP

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THIS DEED OF AGREEMENT is dated the 13<sup>th</sup> day of April 2022

**BETWEEN:**

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge, England IP12 1RT ("East Suffolk Council"); and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX ("Suffolk County Council"); and
- (3) **NNB GENERATION COMPANY (SZC) LIMITED** whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) ("SZC Co").

**RECITALS**

- (1) SZC Co submitted the Application to the Secretary of State for development consent to construct and operate the Project.
- (2) The Secretary of State is responsible for determining the Application.
- (3) East Suffolk Council, Suffolk County Council and SZC Co entered into the Original Deed to secure the performance of the obligations contained therein.
- (4) East Suffolk Council, Suffolk County Council and SZC Co have agreed to enter into this Deed in order to vary a definition in the Original Deed so as to clarify that certain works associated with ecological mitigation and wetland establishment for marsh harrier (to the extent they are material operations) fall within the definition of Preparatory Works and therefore carrying out these Works would not constitute Commencement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 Save where expressly stated otherwise, words and expressions used in this Deed (including in the Recitals) will have the same meaning as defined in the Original Deed.

1.2 In this Deed the following words and expressions shall have the meanings assigned unless stated otherwise:

"Deed" means this agreement;

"Original Deed" means the deed of obligation dated 8 October 2021 made between (1) East Suffolk Council (2) Suffolk County Council and (3) SZC Co;

**2. LEGAL EFFECT**

2.1 This Deed is made pursuant to section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling and is executed by the respective parties as a Deed.

**3. DATE OF DEED COMING INTO FORCE**

3.1 This Deed shall come into effect on the date hereof.

**4. VARIATION OF THE ORIGINAL SECTION 106 AGREEMENT**

4.1 The Original Deed shall remain in full force and effect, save as varied by this Deed.

4.2 In clause 1.1 of the Original Deed the definition of Preparatory Works shall be deleted and replaced with the following:

"Preparatory Works" means operations consisting of:

- (a) site preparation, ecological mitigation and clearance works;
- (b) pre-construction archaeological works;
- (c) environmental surveys and monitoring;
- (d) removal of hedgerows, trees and shrubs;

- (e) investigations for the purpose of assessing ground conditions;
- (f) diversion or laying of services;
- (g) remedial work in respect of any contamination or adverse ground conditions (excluding works including and associated with dewatering activities carried out as part of Work No. 1A(l), Work No. 1A(t) and Work No.1A(u) in Schedule 1 to the Development Consent Order);
- (h) receipt and erection of construction plant and equipment;
- (i) the temporary display of site notices and advertisements;
- (j) erection of temporary buildings and structures (which for the purpose of this definition does not include Work No. 9(a) (northern park and ride), Work No. 10(a) (southern park and ride) or Work No. 13(a) (freight management facility) in Schedule 1 to the Development Consent Order);
- (k) Work No. 1A(cc) (flood mitigation area and associated habitat);
- (l) Work No. 1A(ee) (bat barn);
- (m) Work No. 6 (Fen meadow habitat, Halesworth);
- (n) Work No. 7 (Fen meadow habitat, Benhall);
- (o) Work No. 18 (Fen meadow habitat, Pakenham); and
- (p) Work No. 8 (Marsh harrier habitat, Westleton)"

## **5. RIGHTS OF THIRD PARTIES**

- 5.1 It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## **6. JURISDICTION**

- 6.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 6.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non contractual disputes or claims).

## **7. COUNTERPARTS**

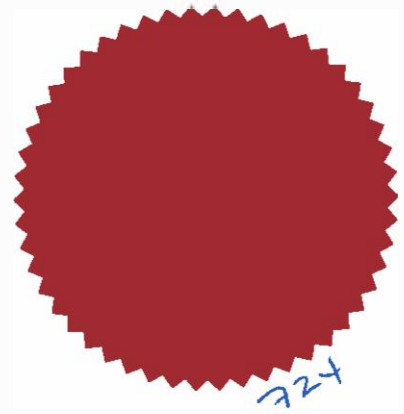
- 7.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

## **8. DELIVERY**

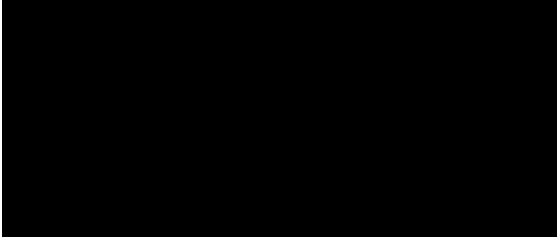
- 8.1 This Deed is delivered on the date of this Deed.

**IN WITNESS** whereof the Parties hereto have executed this Deed on the day and year first before written.

The COMMON SEAL of EAST  
SUFFOLK COUNCIL was  
hereunto affixed in the presence of:



Authorised signatory



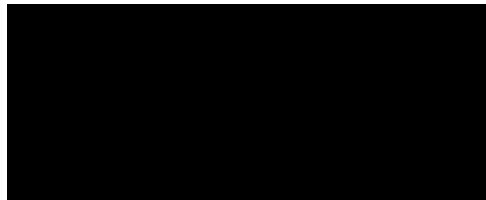
The COMMON SEAL of  
SUFFOLK COUNTY COUNCIL was  
hereunto affixed in the presence of:



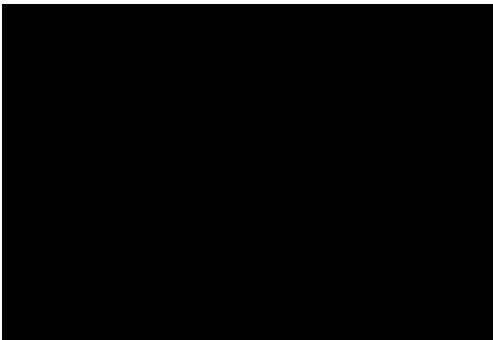
Authorised signatory



Executed as a Deed by  
NNB GENERATION COMPANY  
(SZC) LIMITED acting by  
Humphrey Cadoux-Hudson  
in the presence of



(Signature of director)



(Signature of witness)