

SLOUGH MULTIFUEL EXTENSION PROJECT

Planning Inspectorate Ref: EN010129

The Slough Multifuel Extension Order

Land at 342 Edinburgh Avenue, Slough Trading Estate, Slough

**Document Ref: 7.12 - Slough Multifuel s.106 Agreement Deed of
Variation (17 November 2020)**

The Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure)

Regulations 2009 – Regulation 5(2)(q)



Applicant: SSE Slough Multifuel Limited

September 2022

DATED 17th November 2020

- (1) SLOUGH BOROUGH COUNCIL
(2) SLOUGH TRADING ESTATE LIMITED
(3) FIBRE POWER (SLOUGH) LIMITED
(4) SLOUGH UTILITY SERVICES LIMITED
(5) INTERTRUST TRUSTEE 2 (JERSEY) LIMITED
(6) INTERTRUST CORPORATE TRUSTEE (JERSEY) LIMITED

AND

(7) SSE GENERATION LIMITED

DEED OF VARIATION

Pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended)
relating to the Section 106 Agreement dated 4 May 2017

BETWEEN

(1) the Council (2) Slough Trading Estate Limited (3) Fibre Power (Slough) Limited (4)
Slough Utility Services Limited (5) Intertrust Corporate Trustee (Jersey) Limited (6) Intertrust
Trustee (Jersey) Limited and (7) SSE Generation Limited

Relating to the development of the land at
342 Edinburgh Avenue, Slough, SL1 4TU

Council Reference

Legal: SLGH-RTR001-059006

THIS DEED OF VARIATION OF SECTION 106 AGREEMENT is made the 17th day of November 2020

BETWEEN:

- (1) **SLOUGH BOROUGH COUNCIL** of Observatory House, 25 Windsor Road Slough SL1 2EL ("the Council");
- (2) **SLOUGH TRADING ESTATE LIMITED** of 1 New Burlington Place, London W1S 2HR and whose registered company number is 01184323 ("the Owner");
- (3) **FIBRE POWER (SLOUGH) LIMITED** of No 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH and whose registered company number is 2902170, **SLOUGH UTILITY SERVICES LIMITED** of No 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH and whose registered company number is 3486590 **INTERTRUST TRUSTEE 2 (JERSEY) LIMITED** (formerly known as Ogier Trustee (Jersey) Limited) (incorporated in Jersey) and **INTERTRUST CORPORATE TRUSTEE (JERSEY) LIMITED** (formerly known as Ogier Corporate Trustee (Jersey) Limited) (incorporated in Jersey) whose address for service in the UK is Legal Services, Number One Forbury Place, 43 Forbury Road, Reading RG1 3JH (together "the Tenant"); and
- (4) **SSE GENERATION LIMITED** of No 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH and whose registered company number is 2310571 ("the Developer").

WHEREAS:

- (A) The Council and the parties named therein entered into the Principal Deed pursuant to Section 106 of the Act in respect of the Development (each as defined in the Principal Deed).
- (B) The Owner holds the Freehold Title to the Land (as defined in the Principal Deed and as amended by this deed) which is registered at H.M. Land Registry under Title Numbers BK349559, BK331441, BK382022 and BK410618 and enters into this Agreement to consent to its terms.
- (C) The Tenant holds various Leasehold interests in the Land which are registered at the Land Registry under title numbers BK420177, BK420178, BK420168, BK420169, and BK420176.
- (D) The Developer is developing the Land in accordance with the Planning Permission (as defined in the Principal Deed).
- (E) The Land is comprised of 342 Edinburgh Avenue, Slough, SL1 4TU.

- (F) The Land is subject to a Section 106 Agreement dated 4 May 2017 made between (1) the Council (2) Slough Trading Estate Limited (3) Fibre Power (Slough) Limited, Slough Utility Services Limited, Intertrust Corporate Trustee (Jersey) Limited, Intertrust Trustee (Jersey) Limited and (4) SSE Generation Limited ("**the Principal Deed**").
- (G) The Council is the local planning authority for the purposes of the 1990 Act and considers it expedient in the interests of the proper planning of its area that the Principal Deed should be amended in the following manner.
- (H) The Developer/Tenant has submitted a request to the Council under section 106A of the 1990 Act to modify the Principal Deed and the Council has agreed to modify the Principal Deed as herein provided.
- (I) The parties have agreed that the Principal Deed shall be varied in the manner hereinafter appearing and pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 as amended and that this Deed is supplemental to the Principal Deed and should be read in conjunction with the Principal Deed.
- (J) Without prejudice to the terms of the Principal Deed, the parties hereto agree to amend the terms and covenants contained in the Principal Deed as set out below.

NOW IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Deed, all words and expressions defined in the Principal Deed shall have the same meaning in this Deed save where expressly stated in this Deed and for the avoidance of doubt, the Principal Deed shall remain in full force and effect save as varied by this Deed.
- 1.2 The headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed.
- 1.3 All references in this Deed to clauses within the Principal Deed are to clauses within the Principal Deed.
- 1.4 In this Deed the following expressions shall unless the context otherwise states have the following meaning now allocated to them:

“this Deed” means this deed of variation;

“the Parties” means all the parties to this Deed ;

“Principal Deed” means the Section 106 Agreement dated 4 May 2017 entered into by (1) the Council (2) Slough Trading Estate Limited (3) Fibre Power (Slough) Limited (4) Slough Utility Services Limited (5) Intertrust Corporate Trustee (Jersey) Limited (6) Intertrust Trustee (Jersey) Limited and (7) SSE Generation Limited;

2 LEGAL EFFECT

- 2.1 This Deed is made under Sections 106 and 106A of the 1990 Act and the obligations, restrictions and covenants contained in this Deed are planning obligations for the purposes of the said Section 106 of the 1990 Act and are enforceable by the Council against the Developer, the Tenant or any future tenants or occupiers of the Land and each of their successors in title to each and every part of the Land and their assigns and all parties deriving title from the Owner, Developer or Tenant or their successors in title.

- 2.2 This Deed is also entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.3 This Deed shall take effect on the date hereof.
- 2.4 In all other respects, the Principal Deed (as varied by this Deed) shall continue in full force and effect.

3 Variations

The following variations will be made to the Principal Deed, detailed as follows:

- 3.8.4 The definition of "HGV Movements" in the Principal Deed shall be deleted in its entirety and replaced with the following:

"HGV Movements" means those movements to or from the Land by HGVs (and for the avoidance of doubt, for the purposes of this definition, a separate HGV Movement shall be deemed to occur on the occasion of each separate arrival or departure of any HGV to or from the Land)"

- 3.8.5 The definition of "Land" in the Principal Deed shall be deleted in its entirety and replaced with the following:

"Land" means the land known as 342 Edinburgh Avenue, Slough, Berkshire SL1 4TU shown for the purposes of identification edged in red and blue on the Plan"

- 3.8.6 Schedule 1, Clause 4.1.7 in the Principal Deed shall be deleted in its entirety and replaced with the following:

"not permit more than 100,000 HGV Movements per year"

- 3.8.7 Schedule 1, paragraphs 4.2 and 4.3 in the Principal Deed shall be deleted in its entirety and replaced with the following:

3.8.7.1 Paragraph 4.2 :

"In the event that the number of HGV Movements is anticipated to reach 100,000 in any year the Developer shall inform the Council in advance by way of written notice".

3.8.7.2 Paragraph 4.3:

"In the event that the number of HGV Movements reaches 100,000 in any year the Developer shall not permit any further HGV Movements to be made in that year without the prior written consent of the Council".

4 COSTS

The Developer covenants to pay the Council's costs incurred in the negotiation, preparation and settlement of this Deed that on or before the execution of this Deed.

5 RIGHTS OF THIRD PARTIES

The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed save for the successors in title to the Parties and in the case of the Council the successor to its respective statutory functions.

6 WAIVER

No waiver (whether expressed or implied) by the Council 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 from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

7 POWERS OF THE COUNCIL

Nothing contained or implied in this Deed shall prejudice or affect or otherwise fetter the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders regulations or power in the exercise of their functions as a local authority.

8 REGISTRATION OF THIS DEED

This Deed is a Local Land Charge and the Council shall register it in its Register of Local Land Charges in accordance with the provisions of the Local Land Charges Act 1975 and Section 106(11) of the Town and Country Planning Act 1990 as amended.

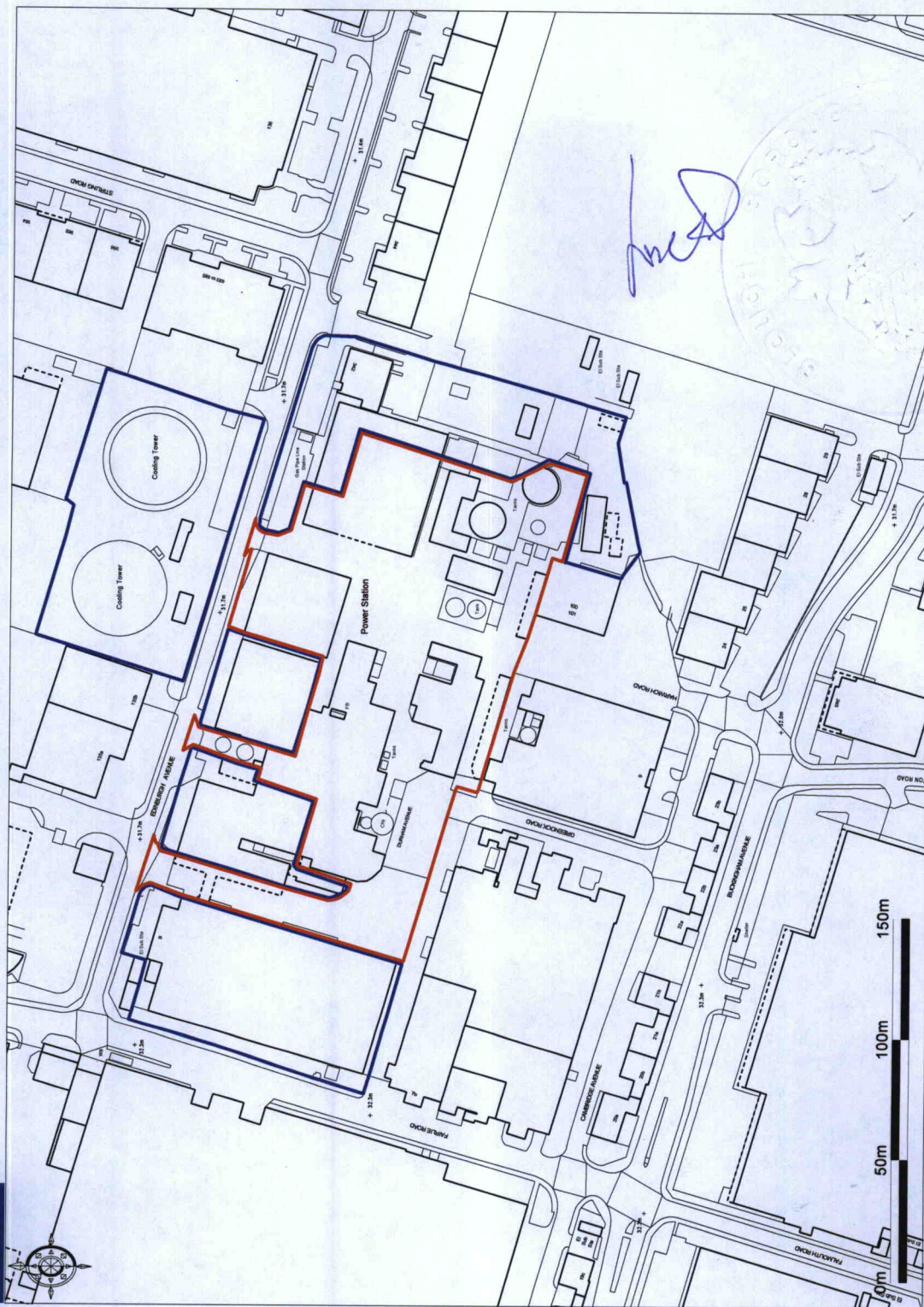
9 TRUSTEE PROVISIONS

In this clause 9 the following definitions apply:

"Declaration of Trust" means the declaration of trust dated 9 November 2007 pursuant to which the Jersey Trustees hold the Land.

"Jersey Trustees" means Intertrust Corporate Trustee (Jersey) Limited and Intertrust Trustee 2 (Jersey) Limited

- 9.1 Any liability the Jersey Trustees may incur under this Deed is limited to the value of the assets held by the Jersey Trustees pursuant to the Declaration of Trust from time to time, and any liability above and beyond the trust assets is extinguished.
- 9.2 The Jersey Trustees are contracting in this Deed in their capacity as trustees under the Declaration of Trust only.



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IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a Deed by affixing the Common Seal of **SLOUGH BOROUGH COUNCIL** in the presence of:



.....
Sushil Thobhani (Authorised Officer)
Service Lead (Governance)



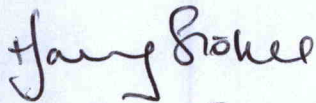
EXECUTED as a Deed by
SLOUGH TRADING ESTATE LIMITED
By a Director in the presence of a witness:

Director



Print Name

Witness



Print name H A A STOKES

Address 1 BECTIVE ROAD, LONDON SW15 2QA

Occupation CHARTERED ACCOUNTANT

EXECUTED as a Deed by
FIBRE POWER (SLOUGH) LIMITED ✓
By a Director in the presence of a witness:

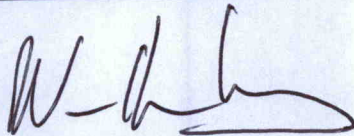
Director



Print Name

MARK HAYWARD

Witness



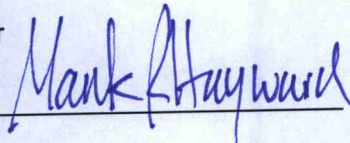
Print name PETER VALKENBURG

Address LEIGHTON CHASE, NESTON, CHESTER

Occupation QUANTITY SURVEYOR

EXECUTED as a Deed by
SLOUGH UTILITY SERVICES LIMITED ✓
By a Director in the presence of a witness:

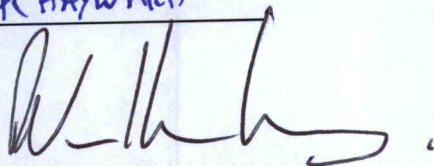
Director



Print Name

MARK HAYWARD

Witness




Print name PETER VALKENBURG

Address LEIGHTON CHASE, NESTON, CHESTER

Occupation QUANTITY SURVEYOR

EXECUTED as a Deed by
INTERTRUST TRUSTEE 2 (JERSEY) LIMITED
in its capacity as trustee under the Declaration of Trust
By a Director in the presence of a witness:

Director



Print Name

ROGER BOLAN

Witness



Print name **Charles Thomas**


Address 44 Esplanade
St Helier

Occupation Jersey
JE4 9WG

Administrator

EXECUTED as a Deed by
**INTERTRUST CORPORATE TRUSTEE (JERSEY)
LIMITED** in its capacity as trustee under the Declaration
of Trust
By a Director in the presence of a witness:

Director



Print Name

CHERYL HESLOP

Witness



Print name **Charles Thomas**

Address 44 Esplanade
St Helier

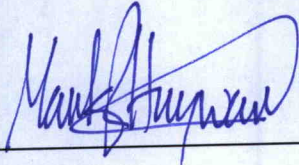
Occupation Jersey
JE4 9WG

Administrator

EXECUTED as a Deed by
SSE GENERATION LIMITED

By a Director in the presence of a witness:

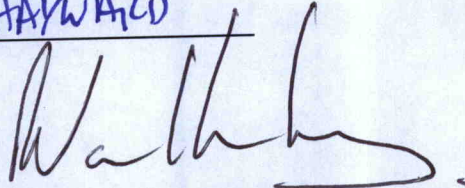
Director



Print Name

MARK HAYWARD

Witness



Print name

PETER VALKENBURG

Address

LEGATION CHASE, NESTON, CHESTER

Occupation

QUANTITY SURVEYOR