

DATED _____ 2013

SHEFFIELD CITY COUNCIL (1)

E.ON UK PLC (2)

E.ON CLIMATE & RENEWABLES UK LTD (3)

DEED OF VARIATION OF PLANNING OBLIGATIONS
made under section 106A of the Town and Country
Planning Act 1990 in respect of land at Alsing Road
Blackburn Meadows Tinsley Sheffield S9 1HF

SQUIRE SANDERS (UK) LLP

2 Park Lane
Leeds
LS3 1ES
United Kingdom
DX 26441 Leeds

Office: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001

Reference RH2.POW.140-26

CONTENTS

1	DEFINITIONS	2
2	INTERPRETATION	3
3	ENABLING POWERS	3
4	COMMENCEMENT OF DEED	3
5	AMENDMENT OF OBLIGATIONS	3

THIS DEED is made the

day of

2012

BETWEEN

(1) **Sheffield City Council** of Town Hall Pinstone Street Sheffield South Yorkshire S1 2HH

("Council")

and

(2) **E.ON UK PLC** (Co Reg No 02366970) whose registered office is at Westwood Way Westwood Business Park Westwood Coventry CV4 8LG

("Owner")

and

(3) **E.ON Climate & Renewables UK Ltd** (Co Reg No 03758404) whose registered office is at registered office is at Westwood Way Westwood Business Park Westwood Coventry CV4 8LG

("Developer")

INTRODUCTION

- A. The Parties hereto entered into an agreement pursuant to Section 106 of the Town and Country Planning Act 1990 dated 23 September 2008 ("the First Agreement").
- B. Planning permission reference 08/01225/OUT was granted by the Council for the construction of a bio-mass fired renewable energy plant with associated flood management works, landscaping and improvements to an existing access ("the First Planning Permission")
- C. The Owner and the Developer and the Council and other parties have entered into the Tinsley Link Agreement dated 28 February 2013 which records at Clause 4.2 that the Owner and the Developer and the Council agree that this Deed shall be entered into to confirm that the Owner and the Developer agree with the Council to remove Paragraph 1.7 of Schedule 2 to the First Agreement.
- D. This Agreement is made pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended).
- E. Without prejudice to the terms of the other covenants contained in the First Agreement the parties hereto have agreed to vary the terms of the First Agreement as hereinafter provided:

THIS DEED WITNESSES THAT:

1 DEFINITIONS

Unless the context states otherwise, in this Deed the following terms shall have the defined meanings and all other terms shall have the defined meanings as set out in the First Agreement unless stated to the contrary:

2 INTERPRETATION

In this Deed:

- 2.1 Words in the singular include the plural and vice versa;
- 2.2 A reference to a gender includes a reference to all other genders;
- 2.3 A reference to a person includes companies and all other legal entities;
- 2.4 Unless stated otherwise, a reference to a clause, schedule or paragraph in a schedule are references to the clauses, schedules and paragraphs of this Deed;
- 2.5 The headings and table of contents in this Deed are for convenience only and shall not affect its interpretation.
- 2.6 Unless this Deed states otherwise, any reference to a statute, statutory instrument or other legislative provision includes any amendment, extension or re-enactment of it for the time being in force.
- 2.7 Unless this Deed states otherwise, references to any party shall include that party's successors in title except for any right of repayment contained in this Deed, which shall apply only to the named party.

3 ENABLING POWERS

- 3.1 This Deed is made under section 106A of the 1990 Act, section 111 of the Local Government Act 1972 and all other enabling powers.

4 COMMENCEMENT OF DEED

- 4.1 This Deed shall come into effect upon the date hereto.
- 4.2 This Deed is supplemental to and varies the terms of the First Agreement.
- 4.3 All the obligations as contained in the First Agreement shall continue to apply after this Deed takes effect save as varied in accordance with Clause 5 below.

5 AMENDMENT OF OBLIGATIONS

- 5.1 Paragraph 1.7 to Schedule 2 of the First Agreement shall be of no effect.

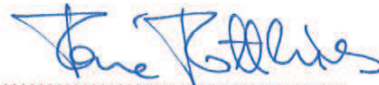
IN WITNESS the parties have sealed and signed this Deed and delivered it on date set out above.

The COMMON SEAL of SHEFFIELD CITY COUNCIL was affixed to this deed, which was delivered when dated, in the presence of:

Authorised Signatory

Signature :
Name :

Signed as a deed by E.ON UK PLC acting by a director in the presence of:



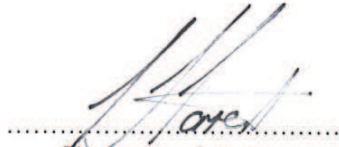
Signature of director
Director



signature of witness

NAME, ADDRESS AND OCCUPATION OF WITNESS DEBORAH GANDLEY, 2 DESTWOOD WAY, DESTWOOD BUSINESS PARK, COVENTRY, CV4 8LG, SOLICITOR

Signed as a deed by E.ON CLIMATE & RENEWABLES UK LTD acting by a director in the presence of:



Signature of director
Director



signature of witness

NAME, ADDRESS AND OCCUPATION OF WITNESS DEBORAH GANDLEY, 1 DESTWOOD WAY, DESTWOOD BUSINESS PARK, COVENTRY, CV4 8LG, SOLICITOR

This page is intentionally left blank