



Connah's Quay Low Carbon Power

Deed of Unilateral Undertaking Development Consent Obligations

Planning Inspectorate Reference: EN010166
Document Reference: EN010166/APP/9.42
Planning Act 2008 (as amended)
Infrastructure Planning (Applications: Prescribed Forms and Procedure)
Regulations 2009 - Regulation 5(2)(q)
Revision 00

June 2026

8 June
..... 2026

UNIPER UK LIMITED

**For the benefit of
FLINTSHIRE COUNTY COUNCIL**

**DEED OF UNILATERAL UNDERTAKING
DEVELOPMENT CONSENT OBLIGATIONS**

**pursuant to Section 106 of the Town and Country
Planning Act 1990, Section 111 of the Local
Government Act 1972 and all other powers enabling
relating to the Connah's Quay Low Carbon Power
project in the administrative area of Flintshire
County Council**

Herbert Smith Freehills Kramer LLP

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THIS UNILATERAL UNDERTAKING made on 8 June 2026

BY:

- (1) **UNIPER UK LIMITED** whose registered office is at Compton House 2300 The Crescent Birmingham Business Park, Birmingham, England, B37 7YE (Company Number 02796628) ("**Uniper**")

TO: FLINTSHIRE COUNTY COUNCIL of Ty Dewi Sant, St David's Park, Ewloe, Flintshire CH5 3FF ("**Flintshire County Council**")

WHEREAS:

- (A) Uniper submitted the Application to the Secretary of State for development consent to construct, operate and decommission the Project. The Secretary of State is responsible for determining the Application.
- (B) Flintshire County Council is the local planning authority for the Site and is the enforcing authority for the purposes of section 106 of the 1990 Act.
- (C) It is intended that Uniper will be an undertaker for the purposes of the Development Consent Order and intends to construct, operate and decommission the Project as authorised by the Development Consent Order (excluding those parts of the Project that will be constructed and operated by ENI UK Limited, Liverpool Bay CCS Limited and National Grid Electricity Transmission plc).
- (D) Uniper is the freehold owner of the Site registered at the Land Registry under title number CYM317995.
- (E) Flintshire County Council owns and manages the SAC Area and the Saltmarsh Management Area.
- (F) Uniper has entered into this Unilateral Undertaking as a development consent obligation under the 1990 Act in order to secure the obligations contained in clause 4 to this Unilateral Undertaking which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.

NOW THIS UNILATERAL UNDERTAKING WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 Where in this Unilateral Undertaking (which shall include the recitals) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"1972 Act" means the Local Government Act 1972;

"1990 Act" means the Town and Country Planning Act 1990;

"2008 Act" means the Planning Act 2008;

"Application" means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of State on 5 August 2025 and given reference number EN010166;

"Breakdown of Works" means the breakdown of works attached to this Unilateral Undertaking in Appendix 1;

"Commence" has the same meaning as in Article 2 of the Development Consent Order and the words "**Commencement**" and "**Commenced**" and cognate expressions are to be construed accordingly;

"Commencement Date" means the date of Commencement of works pursuant to the Development Consent Order;

“Contributions” means the SAC Management Contribution and the Saltmarsh Management Contribution;

"Deed of Development Consent Obligations" means a deed (i) made under section 106 of the 1990 Act, section 111 of the 1972 Act and all other powers enabling; (ii) between Uniper and Flintshire County Council; and (iii) in a form materially in accordance with the Draft Deed (unless otherwise agreed between Uniper and Flintshire County Council, in consultation with Natural Resources Wales);

"Development Consent Order" means the development consent order to be made pursuant to the Application;

"Draft Deed" means the draft deed of development consent obligations submitted at deadline 7 of the examination of the Application on 8 June 2026 with document reference EN010166/APP/9.25;

"Index" means the UK Consumer Prices Index issued by the Office for National Statistics or any successor index issued by any successor organisation;

"Index Linked" means such increase to any sum or sums payable under this Unilateral Undertaking on an annual basis or pro rata per diem from the date of this Unilateral Undertaking to the date of payment based upon the relevant Index last published before the date of this Unilateral Undertaking, and **“indexation”** shall be interpreted accordingly;

"Interest" means 4% above the Bank of England base rate from time to time;

"Nitrogen Management Plan" means (unless otherwise agreed in writing between Uniper and Flintshire County Council, in consultation with Natural Resources Wales) a plan to mitigate the nitrogen deposition impacts of the Project on the Atlantic salt meadows within the Dee Estuary Special Area of Conservation, which shall include the following elements:

- a) timings of management schedules for a 30-year period commencing on the Operation Date;
- b) outline of the management units and associated actions;
- c) details of any monitoring and adaptive management, such measures to be additional to any existing management undertaken by Flintshire County Council pursuant to any existing statutory duties as at the date of this Unilateral Undertaking; and
- d) recording and reporting of the management undertaken;

"Operation Date" means the date on which Work No. 1(a) or (b) in Schedule 1 to the Development Consent Order is first operated;

"Plan A" means the plan labelled Plan A attached to this Unilateral Undertaking in Appendix 2;

"Plan B" means the plan labelled Plan B attached to this Unilateral Undertaking in Appendix 2;

"Plan C" means the plans (Sheets 1 to 4) labelled Plan C attached to this Unilateral Undertaking in Appendix 2;

"Project" means the authorised development as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order;

“SAC” means the Deeside and Buckley Newt Sites Special Area of Conservation that is shown edged and hatched green on Plan B;

"SAC Area" means the land within the SAC that is shown edged blue on Plan B;

"SAC Management Contribution" means the sum of £64,543 Index Linked to be paid by Uniper to Flintshire County Council pursuant to clause 4.1 of this Unilateral Undertaking towards the cost of carrying out the SAC Management Purpose;

"SAC Management Purpose" means (unless otherwise agreed in writing by Uniper and Flintshire County Council, in consultation with Natural Resources Wales) the purpose of providing enhanced management within the SAC Area of oak woodland over a 30-year

period commencing on the Operation Date, such enhanced management to include (without limitation):

- a) monitoring, managing and controlling dominant species in the understory of the SAC Area, for example cherry laurel, which are generating a monoculture in their immediate surroundings and suppressing ground flora which inhibits the development of a rich and diverse ecosystem;
- b) good woodland stewardship and enhancement of the SAC Area's structural complexity;
- c) measures to improve ground flora, fungal and lichen diversity;
- d) managing the aquatic and bankside environment within the woodland to support the population of Great Crested Newts in the SAC Area including measures to control dominant vegetation, for example *Lemna sp.*, in and around ponds to support the amphibian assemblages; and
- e) monitoring through regular phase 1 mapping with quadrat point sampling, as further described in the Breakdown of Works;

"Saltmarsh" means the saltmarsh shown shaded brown on Plan C;

"Saltmarsh Management Area" means the land within the Saltmarsh that is edged and hatched blue on Plan C;

"Saltmarsh Management Contribution" means the sum of £135,315 Index Linked to be paid by Uniper to Flintshire County Council pursuant to clause 4.1 of this Unilateral Undertaking towards the cost of carrying out the Saltmarsh Management Purpose;

"Saltmarsh Management Purpose" means (unless otherwise agreed in writing by Uniper and Flintshire County Council, in consultation with Natural Resources Wales) the purpose of managing areas of saltmarsh over a 30-year period commencing on the Operation Date in accordance with the Nitrogen Management Plan approved pursuant to clause 4.1 of this Unilateral Undertaking;

"Secretary of State" means the Secretary of State for Energy Security and Net Zero or such other Secretary of State of His Majesty's Government that has the responsibility for determining projects relating to energy development;

"Site" means the land shown edged red on Plan A;

"Undertaking" means the benefit of the Development Consent Order to construct Work No. 1(a) and (b) as set out in Schedule 1 to the Development Consent Order;

"Unilateral Undertaking" means this unilateral undertaking made by deed under section 106 of the 1990 Act and all other powers enabling for the benefit of Flintshire County Council; and

"Working Day" means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in Wales for the transaction of ordinary business.

1.2 In this Unilateral Undertaking, unless stated otherwise:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 references to Flintshire County Council shall include the successors to Flintshire County Council's statutory functions as local planning authority or as owner of the SAC Area and the Saltmarsh Management Area;
- 1.2.4 references to Uniper shall include any entity who takes a transfer or grant of all or part of the Undertaking pursuant to the Development Consent Order;
- 1.2.5 references to a particular Work No. in Schedule 1 to the Development Consent Order are references to the corresponding Work No. included in the draft development consent order submitted at deadline 7 of the examination of the

Application on 8 June 2026 but shall be modified as far as may be necessary to reflect changes and/or renumbering of Work Nos. in the development consent order as made by the Secretary of State pursuant to the Application;

- 1.2.6 references to clauses are references to the relevant clauses of this Unilateral Undertaking unless otherwise stated;
- 1.2.7 words denoting an obligation on Uniper to do any act, matter or thing include an obligation to procure that it be done and words placing Uniper under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.8 references to statutes, by-laws, regulations, orders or delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.9 if any provision of this Unilateral Undertaking shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Unilateral Undertaking shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.10 the table of contents, recitals and headings in this Unilateral Undertaking are for ease of reference only and shall not affect its construction, interpretation or otherwise have any binding legal effect;
- 1.2.11 references to an organisation, body or person who is not defined in this Unilateral Undertaking shall mean that organisation, body or person as at the date of this Unilateral Undertaking or their successor organisation, body or person;
- 1.2.12 references to "notice" shall mean notice in writing;
- 1.2.13 references to "including" and "include" shall mean including without limitation; and
- 1.2.14 the Interpretation Act 1978 shall apply to this Unilateral Undertaking.

2. **LEGAL EFFECT**

2.1 This Unilateral Undertaking is made pursuant to:

- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 section 111 of the 1972 Act,

and all other powers so enabling.

2.2 The obligations on the part of Uniper in clause 4.1 of this Unilateral Undertaking are development consent obligations pursuant to and for the purposes of the powers referred to in clause 2.1 and so as to bind the Site and, subject to clauses 3, 6 and 8, the said obligations on the part of Uniper are entered into with the intent that they shall be enforceable by Flintshire County Council not only against Uniper but also any successors in title to or assigns of Uniper as if that person had been an original covenanting party.

3. **CONDITIONALITY**

3.1 Subject to clauses 3.2, 3.3 and 3.4, clause 4 shall not have operative effect unless and until the Commencement Date has occurred.

3.2 Provided that the Project has not been Commenced, where the Development Consent Order is granted and becomes the subject of any judicial review proceedings:

- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Unilateral Undertaking will remain without operative effect unless the Project is Commenced; and
- 3.2.2 if following the final determination of such proceedings (and any redetermination of the Application by the Secretary of State in the event of quashing) the Development Consent Order is capable of being Commenced, then this Unilateral Undertaking will take effect in accordance with its terms subject to any

modifications to its terms necessitated through the redetermination process and entered into pursuant to section 106A of the 1990 Act.

- 3.3 Wherever in this Unilateral Undertaking reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 3.3.1 proceedings by way of judicial review are finally determined:
- (A) when permission to bring a claim for judicial review has been refused and no further application may be made;
 - (B) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - (C) when any appeal is finally determined and no further appeal may be made.
- 3.4 The obligations in clause 4 of this Unilateral Undertaking are conditional upon the Secretary of State's decision letter in respect of any grant of the Development Consent Order containing a clear statement (whether in express terms or by expressly adopting a recommendation to that effect) that he has placed weight upon each obligation as a reason for granting the Development Consent Order provided always that:
- 3.4.1 if no reference is made to a particular obligation in the Secretary of State's decision letter, that obligation shall be considered to be a reason for the granting of any Development Consent Order; and
- 3.4.2 if any obligation is determined by the Secretary of State not to constitute a reason for granting the Development Consent Order, then that particular obligation (but no other part of this Unilateral Undertaking) shall have no further force or effect and shall not be enforceable against Uniper or its successors in title or assigns.

4. **OBLIGATIONS**

- 4.1 Uniper covenants with Flintshire County Council that it shall not operate Work No. 1(a) or (b) in Schedule 1 to the Development Consent Order unless and until it has:
- 4.1.1 submitted the Nitrogen Management Plan to Flintshire County Council for approval, in consultation with Natural Resources Wales, and such approval has been obtained;
- 4.1.2 paid to Flintshire County Council the SAC Management Contribution; and
- 4.1.3 paid to Flintshire County Council the Saltmarsh Management Contribution.

5. **REGISTRATION AS LOCAL LAND CHARGE**

Uniper acknowledges that this Unilateral Undertaking is a local land charge and registrable as such by Flintshire County Council in the register of local land charges pursuant to the Local Land Charges Act 1975.

6. **RELEASE**

- 6.1 Uniper shall, upon transfer of the entirety of its benefit of the Development Consent Order, be released from all obligations in this Unilateral Undertaking but without prejudice to the rights of Uniper or Flintshire County Council in relation to any antecedent breach of those obligations.

7. **FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS**

Nothing in this Unilateral Undertaking shall be construed as prohibiting or limiting the rights of Uniper to use or develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, planning permission, development consent order or other statutory authority granted either before or after the date of this Unilateral Undertaking, other than the Development Consent Order.

8. EXPIRY

8.1 If the Development Consent Order expires or is quashed or revoked prior to the Commencement Date, then this Unilateral Undertaking shall:

8.1.1 immediately determine and cease to have effect; and

8.1.2 no longer be a local land charge pursuant to the Local Land Charges Act 1975, such that Uniper shall be entitled to request the cancellation of all entries made in Flintshire County Council's register of local land charges in respect of this Unilateral Undertaking.

8.2 If Uniper and Flintshire County Council enter into a Deed of Development Consent Obligations, then this Unilateral Undertaking shall:

8.2.1 immediately determine and cease to have effect; and

8.2.2 no longer be a local land charge pursuant to the Local Land Charges Act 1975, such that Uniper shall be entitled to request the cancellation of all entries made in Flintshire County Council's register of local land charges in respect of this Unilateral Undertaking.

9. NOTICES

9.1 Any notice, consent or approval or other communication required to be given under this Unilateral Undertaking shall be in writing and sent to the address and marked for the attention of the persons identified in clause 9.4 or instead to such other persons as may be substituted for them from time to time.

9.2 Any such notice must be delivered by hand or by pre-paid special delivery post and shall conclusively be deemed to have been received:

9.2.1 if delivered by hand, on the next Working Day after the day of delivery; and

9.2.2 if sent by pre-paid special delivery post within the United Kingdom, on the second Working Day after the date of posting.

9.3 A notice received or deemed to be received in accordance with clause 9.2 on a day which is not a Working Day, or after 5pm on any Working Day, shall be deemed to be received on the next following Working Day.

9.4 The relevant notice details are:

9.4.1 in the case of Flintshire County Council:

Address: Flintshire County Council, Ty Dewi Sant, St David's Park, Ewloe, Flintshire CH5 3FF

Relevant addressee: Chief Officer Place and Growth

Reference: CQLCP SECTION 106 UNDERTAKING

9.4.2 in the case of Uniper:

Address: Uniper UK Limited, Compton House 2300 The Crescent Birmingham Business Park, Birmingham, England B37 7YE

Relevant addressee: Company Secretary

Reference: CQLCP SECTION 106 UNDERTAKING

10. VAT

10.1 All consideration given in accordance with the terms of this Unilateral Undertaking shall be exclusive of any VAT properly payable.

10.2 Uniper shall not be obliged to make any contributions towards VAT payable by Flintshire County Council in respect of any works to be undertaken by Flintshire County Council insofar

and to the extent that the amount of VAT is (by way of off-set or otherwise) recoverable or reimbursable to Flintshire County Council.

10.3 If this Unilateral Undertaking or anything contained in it gives rise to a taxable supply for VAT purposes by Flintshire County Council or by any third party to Uniper then Uniper shall pay to Flintshire Council or third party an amount equal to the VAT chargeable in addition to and at the same time as any payment or the provision of any other consideration for such supply upon provision of a valid VAT invoice addressed to Uniper.

11. **INDEXATION**

The Contributions shall each be Index Linked.

12. **INTEREST**

If any payment due under this Unilateral Undertaking is paid late, Interest will be payable from the date payment is due to the date of payment.

13. **LEGAL COMPLIANCE**

13.1 Nothing in this Unilateral Undertaking shall require Uniper to do anything that would be or that Uniper is properly advised by its legal advisors would be contrary to data protection, confidentiality and/or any other applicable legal requirements or otherwise unlawful for any reason.

14. **FLINTSHIRE COUNTY COUNCIL'S POWERS**

Nothing in this Unilateral Undertaking shall fetter the statutory rights, powers or duties of Flintshire County Council as local planning authority.

15. **RIGHTS OF THIRD PARTIES**

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

16. **JURISDICTION**

16.1 This Unilateral Undertaking 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 Welsh law.

16.2 Uniper 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 Unilateral Undertaking or its subject matter or formation (including non-contractual disputes or claims).

17. **DATE OF DELIVERY**

This Unilateral Undertaking is delivered on the date of this Unilateral Undertaking.

IN WITNESS WHEREOF THIS UNILATERAL UNDERTAKING HAS BEEN DULY EXECUTED AS A DEED BY UNIPER ON THE DATE WHICH APPEARS AT THE HEAD OF THIS DOCUMENT

Executed as a deed by
UNIPER UK LIMITED
acting by a director

and a company
secretary

[Redacted Signature]

(Signature of director)

[Redacted Signature]

secretary)

APPENDIX 1: BREAKDOWN OF WORKS

Uniper - Connah’s Quay Low Carbon Power

Air Quality Impact - Deeside and Buckley Newt Sites SAC

Background

The DCO RIHRA States:

“The impact of the Proposed Development (maximum of 0.21 kgN/ha/yr) equates to a maximum 0.6% increase on the 30.6 kgN/ha/yr background nitrogen deposition. This can therefore be precautionarily argued to potentially increase the woodland management burden to the same extent.”

The adverse effect on integrity (AEOI) would not be the increase in N deposition itself, but the resulting botanical effects, such as excessive growth of understorey, a shift in botanical composition of the ground-flora, or increased sensitivity to natural stress.

Mitigation

The proposed mitigation solution is to introduce habitat management, or enhancement habitat management on-site to counteract the small increase in management burden

Flintshire County Council will monitor, manage and control specific dominant species in the understorey e.g. cherry laurel which are generating a monoculture in their immediate surroundings and suppressing ground flora which inhibits the development of a rich and diverse ecosystem. Through good woodland stewardship, and enhancement of the site’s structural complexity the impact of additional nitrogen can be mitigated and ground flora, fungal and lichen diversity improved from the current baseline.

Areas of focus will also include the aquatic and bankside environment within the woodland to support the population of Great Crested Newts. Measures to control dominant vegetation such as *Lemna sp.* in and around ponds will support the amphibian assemblages.

Habitat changes over the term will be monitored through regular phase 1 mapping with quadrat point sampling.

Costs years 1-30 (subject to adjustment to indexation if this applies as at the date of payment of the SAC Management Contribution)

Monitoring

Year	Action	J	F	M	A	M	J	J	A	S	O	N	D	Cost
1, 5 and 10, reduced to 10-yearly intervals if by year 10 there is no significant increase in	<i>Phase 1 Habitat survey and point sampling- 15 quadrats, plus frequency and abundance of negative</i>													Yr1 £5,000 Yr10 £5,500 Yr20 £6,500 Yr30 £7,500

frequency of negative indicators such as nettle, cleavers or bramble	<i>indicator species (bramble, cleavers and nettles)</i>													
Total Cost														£24,500

Delivery - Commissioned consultancy. Cost based on 2 consultants working over 5 days, plus analysis, reporting, write up and publication time

Woodland Management Framework

Year	Action	J	F	M	A	M	J	J	A	S	O	N	D	Cost
5	2 man ranger days to reduce dominant species													£550
10	4 man ranger days to reduce dominant species													£1100
15	6 man ranger days to reduce dominant species													£1650
20	8 man ranger days to reduce dominant species													£2200
25	10 man ranger days to reduce dominant species													£2750
30	10 man ranger days to reduce dominant species													£2750
Total Cost														£11,000

Delivery – Flintshire County Council, Access & Natural Environment Service
 Ranger costs established at FCC Scale G6 - 8 hour day £240
 Additional cost c15% to include fleet, plant, overheads: £35
 Total ranger daily cost £275

Aquatic Management Framework

Year	Action	J	F	M	A	M	J	J	A	S	O	N	D	Total cost
5 - 30	Annual pond vegetation clearance to													25 x £825

	maintain 1/3 open water, 3 ponds per year on rotation. 3 ranger man days														
Total Cost															£20,625

Summary of costs for monitoring and 30-year management

Monitoring	£24,500
Management woodland	£11,000
Management aquatic	£20,625
Admin/management fee (15%)	£8,418
Total	£64,543

APPENDIX 2: PLANS

PLAN C

Revision 0 Drawn: LP Checked: CB Approved: NS Date: 2026-05-18

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PROJECT
Connah's Quay Low
Carbon Power

CONSULTANT
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LEGEND

- Saltmarsh
- Saltmarsh Management Area

NOTES

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ISSUE PURPOSE

Section 106 Agreement

DATE

May 2026

PROJECT NUMBER

60768754

FIGURE TITLE

Nitrogen Deposition within Saltmarsh -
Flintshire County Council Owned Land
Sheet 1 of 4

FIGURE NUMBER

Plan C

1:10,000 @ A3



