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29 October
…….. 2026

UNIPER UK LIMITED

For the benefit of
FLINTSHIRE COUNTY COUNCIL

SECOND 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 SECOND UNILATERAL UNDERTAKING is made on 29 October 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 entered into the First Unilateral Undertaking on 8 June 2026. This Second Unilateral Undertaking has been entered into in order to secure the payment of a supplementary contribution pursuant to clause 4.

(G) Uniper has entered into the First Unilateral Undertaking and the Second Unilateral Undertaking as development consent obligations under the 1990 Act in order to secure the obligations contained in clause 4 of each respective agreement which together are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.

NOW THIS SECOND UNILATERAL UNDERTAKING WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 The terms and expressions used in this Second Unilateral Undertaking (which shall include the recitals) have the same meaning as in the First Unilateral Undertaking save for the following defined terms and expressions which shall have the following respective meanings unless otherwise stated:

"First Unilateral Undertaking" means the unilateral undertaking made by Uniper for the benefit of Flintshire County Council and entered into on 8 June 2026;

"Saltmarsh Indexation Payment" means a sum in pounds sterling ("S") to provide for continued indexation of the Saltmarsh Management Contribution and the Supplementary Saltmarsh Management Contribution from the date of the payment of those contributions during the 30-year period commencing on the Operation Date to be calculated in accordance with the following formula:

S = (A + B) – C

Where:

A = Saltmarsh Management Contribution increased on an annual basis or pro rata per diem from the date of the First Unilateral Undertaking to the date of the relevant payment under clause 4.2 based upon the relevant Index last published before the date of the First Unilateral Undertaking;

B = Supplementary Saltmarsh Management Contribution increased on an annual basis or pro rata per diem from the date of this Second Unilateral Undertaking to the date of the relevant payment under clause 4.2 based upon the relevant Index last published before the date of this Second Unilateral Undertaking; and

C = the total of the Supplementary Saltmarsh Management Contribution, the Saltmarsh Management Contribution, and any previous payments made under clause 4.2.

"Saltmarsh Management Area Lease" means a lease, licence or other relevant land interest or right:

(a) of the Saltmarsh Management Area;

(b) on reasonable commercial terms;

(c) for at least 30 years from the start of operation of Work No. 1(a) or (b) in Schedule 1 to the Development Consent Order; and

(d) which provides Uniper with all necessary rights to access the Saltmarsh Management Area and carry out the measures in the approved Nitrogen Management Plan;

"Second 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

"Supplementary Saltmarsh Management Contribution" means the sum of £111,739.68 Index Linked to be paid by Uniper to Flintshire County Council pursuant to clause 4 of this Second Unilateral Undertaking towards the cost of carrying out the Saltmarsh Management Purpose.

1.2 In this Second 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 Second 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 Second Unilateral Undertaking shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Second 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 Second 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 Second Unilateral Undertaking shall mean that organisation, body or person as at the date of this Second 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 Second Unilateral Undertaking.

2. LEGAL EFFECT

2.1 This Second 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 obligation on the part of Uniper in clause 4 of this Second Unilateral Undertaking is a development consent obligation 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 obligation on the part of Uniper is entered into with the intent that it 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 Second 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 Second 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 Second 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 obligation in clause 4 of this Second Unilateral Undertaking is 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 the obligation as a reason for granting the Development Consent Order provided always that:

3.4.1 if no reference is made to the 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 the obligation is determined by the Secretary of State not to constitute a reason for granting the Development Consent Order, then the obligation shall have no further force or effect and shall not be enforceable against Uniper or its successors in title or assigns.

4. OBLIGATION

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 either:

4.1.1 paid to Flintshire County Council the Supplementary Saltmarsh Management Contribution; or

4.1.2 entered into the Saltmarsh Management Area Lease.

4.2 Uniper covenants that, unless it has entered into the Saltmarsh Management Area Lease, on each fifth anniversary of the date of first operation of Work No. 1(a) or (b) (whichever is earlier), it shall pay to Flintshire County Council the Saltmarsh Indexation Payment.

4.3 Uniper's maximum liability under clause 4.2 shall be £24,705.47.

5. REGISTRATION AS LOCAL LAND CHARGE

Uniper acknowledges that this Second 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 Second 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 Second 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 Second 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 Second 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 Second Unilateral Undertaking.

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

8.3 In the event that the Secretary of State agrees in writing that an obligation in this Second Unilateral Undertaking should be released, that particular obligation (but no other part of this Second Unilateral Undertaking) shall immediately determine and cease to have effect. Uniper shall be entitled to request the registration of any such agreement of the Secretary of State in the register of local land charges pursuant to the Local Land Charges Act 1975.

9. NOTICES

9.1 Any notice, consent or approval or other communication required to be given under this Second 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 SECOND 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 SECOND SECTION 106 UNDERTAKING

10. VAT

10.1 All consideration given in accordance with the terms of this Second 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 Second 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 County 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 Supplementary Saltmarsh Management Contribution shall be Index Linked.

12. **INTEREST**

If any payment due under this Second 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 Second 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 Second 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 Second Unilateral Undertaking shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Second Unilateral Undertaking.

16. **JURISDICTION**

16.1 This Second 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 Second Unilateral Undertaking or its subject matter or formation (including non-contractual disputes or claims).

17. **DATE OF DELIVERY**

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

IN WITNESS WHEREOF THIS SECOND 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
[redacted]
and a company
secretary
[redacted]

[redacted]
(Signature of director)

[redacted]
(Signature of company secretary)