

MINUTE OF VARIATON OF LEASE  
between  
THE CROWN ESTATE COMMISSIONERS  
and  
CLYDEPORT LIMITED

1994

Subjects:

Duncan M. Clark WS  
48 Castle Street  
EDINBURGH

FAS0208DC

MINUTE OF VARIATION OF LEASE

between

THE CROWN ESTATE COMMISSIONERS,  
acting in exercise of the Crown  
Estate Act, 1961 on behalf of The  
Queen's most Excellent Majesty OF THE  
FIRST PART

and

CLYDEPORT LIMITED, incorporated under  
the Companies Acts (Company  
Registration Number 134759) and  
having its Registered Office at 16  
Robertson Street, Glasgow OF THE  
SECOND PART

WHEREAS in terms of the Lease the Crown Estate Commissioners let to Clyde Port Authority and its permitted successors and assignees ALL and WHOLE the Subjects; AND WHEREAS the Crown Estate Commissioners and Clydeport Limited have agreed to vary the terms of the Lease in certain respects; NOW THEREFORE the parties hereto HAVE AGREED and DO HEREBY AGREE as follows:-

1. In these presents the following words and expressions will, save where the context or subject matter may otherwise require, have the following meanings respectively ascribed to them namely:-  
"the Commissioners" means the said the Crown Estate Commissioners and their successors from time to time to the Landlord's interest in terms of the Lease;

"the Tenant" means the said Clydeport Limited (as statutory successors to the Clyde Port Authority conform to the Ports Act, 1991 and the Clyde Port Authority Scheme 1991, Confirmation Order, 1992) and their permitted successors to and assignees of the tenant's interest in terms of the Lease;

"the Lease" means the Lease between the Commissioners and the said Clyde Port Authority dated 28 and 29 both days of September, 1988;

"the Power Station" means Hunterston Power Station, Hunterston, Ayrshire and any extension or addition thereto or any additional power station constructed on the northern end of the Hunterston Peninsula;

"SN" means Scottish Nuclear Limited, incorporated under the Companies Acts (Company Registration Number 117121) and having its Registered Office at 3 Redwood Crescent, East Kilbride or, subject as hereinafter provided, any related Company (as defined in terms of Section 11 of the Company Securities (Insider Dealing) Act 1985) in either case in its capacity as operator of the Power Station or, subject as hereinafter provided, any other operator of the Power Station; provided that SN may mean such related

company or other operator only if previously approved as such by the Commissioners in writing, which approval will not be unreasonably withheld or delayed if Scottish Nuclear Limited will guarantee the implementation of the obligations of SN in terms hereof in terms satisfactory to the Commissioners or if such related company or other operator has a financial standing which demonstrably is sufficient to ensure that such obligations can be implemented;

"operator" means the person or body for the time being operating the Power Station as such, maintaining or keeping the Power Station in a non-operating care and maintenance state, or dismantling the Power Station, and does not include any person or body dealing with or using the Power Station or its site in any essentially different way;

"the Jetty" means the Jetty shown coloured purple on the plan annexed and executed as relative hereto;

"the Right" means the right to use intermittently the Jetty and/or its adjacent quay and any crane or cranes thereon mobile or fixed with access thereto and therefrom by way of the Road but only to enable SN to import to the Power Station and/or export therefrom goods, substances, materials plant, machinery and equipment, but only,

- (a) when and if such import or export will not cause any undue and/or material interference with any lawful and proper use of the Subjects by the Commissioners, the Tenant or any other occupier of them, and
- (b) if such goods, substances, materials, plant, machinery and equipment cannot reasonably be delivered to or taken from the Power Station by road and/or rail, and
- (c) if such goods, substances, materials, plant, machinery and equipment do not include or comprise any nuclear/radioactive materials any nuclear/radioactive waste materials, or any nuclear/radioactive contaminated materials.

"the Subjects" means ALL and WHOLE the subjects let in terms of the Lease;

"these Presents" means this Minute of Variation of Lease;

"the Road" means the road which links the Jetty to that part of Hunterston Construction Yard, Hunterston, Ayrshire which is situated to the south of the Subjects and is presently owned by Hunterston Development Company Limited, said road either to be along the route thereof as it currently exists or along such other route of similar quality as the Commissioners or the Tenant may from time to time reasonably require.

2. The Tenant will be entitled to grant the Right to SN only on the following basis:-

(1) on each occasion that SN wishes to exercise the Right SN will be required to apply in writing to the Tenant, with a copy of each such application being simultaneously provided to the Commissioners, for the Tenant's consent to the proposed exercise of the Right and if the Tenant grants consent it will be granted subject to inter alia the following conditions:-

(a) SN will comply with any reasonable operating requirements of the Commissioners, the Tenant or any other party in occupation of the Subjects;

(b) SN will make good to the reasonable satisfaction of the Tenant all damage to the Subjects caused directly or indirectly as a result of the exercise of the Right; and

(c) SN will indemnify and keep indemnified the Commissioners, the Tenant and any other party in occupation of the Subjects against all loss, liability, claims, damage,

injury, costs and expenses incurred or sustained by the Commissioners, the Tenant or such other party occupying the Subjects occurring in connection with, or arising, either directly or indirectly, out of the exercise of the Right by SN.

(2) in no circumstances may the Right be exercised by SN after the termination of the Lease.

3. If the Tenant is in breach of any of the obligations imposed on the Tenant in terms of these Presents, the Commissioners will be entitled to exercise such remedies as are open to them in terms of law following upon any such breach save that the Commissioners shall not be entitled to seek to irritate the Lease as a result of any such breach.
4. Any grant of the Right by the Tenant to SN in terms of these Presents will not be deemed to be a variation of the permitted use of the Subjects let in terms of the Lease so that if and on each occasion the Tenant grants the Right to SN in terms of these Presents the Commissioners will not be entitled to seek to review the rent payable by the Tenant to the Commissioners in terms of the Lease.

5. With respect to that paragraph of Clause 5 of the Lease commencing with the words "Provided that" (which paragraph, for the avoidance of doubt, appears on page 22 of the Lease), the Commissioners undertake to give to SN, by way of addition, the written notice therein mentioned.
6. Save insofar as varied by these Presents, the Commissioners and the Tenant confirm and ratify the terms of the Lease in all respects.
7. The parties hereto consent to the registration of these presents for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 6 preceding pages are together with the plan annexed hereto subscribed as follows:-

They are in terms of Act of Parliament signed by

[Redacted signature]

authorised by the Crown Estate Commissioners to act on behalf of a Secretary of the Office of us the said Commissioners at CROWN ESTATE OFFICE, LONDON on the *twenty-seventh* day of December 1994 before these witness

	<u>First Witness</u>	<u>Second Witness</u>
Signature	[Redacted]	[Redacted]
Full Name in block capitals	[Redacted]	[Redacted]
Address	[Redacted]	[Redacted]
Occupation	<i>Private Secretary</i>	[Redacted] <i>in AB;</i>

They are subscribed for and on behalf of Clydeport Limited at Glasgow on the Seventh day of December 1994 by [Redacted] one of their Directors and [Redacted] another of their Directors and their Secretary.