

Ultimate Controller Undertaking

THIS DEED is made on _____ between:

- (1) **[ULTIMATE CONTROLLER]**, a company registered in [] with number [] and whose registered office is at [] (the “**Covenantor**”); and
- (2) **SIZEWELL C LIMITED**, a company incorporated in England with registered number 09284825 whose registered office is at 90 Whitfield Street, London, England, W1T 4EZ (the “**Licensee**”).

WHEREAS:

- (A) The Licensee is bound by certain obligations under the Electricity Act 1989 (the “**Act**”) and under the licence (the “**Licence**”) granted under section 6(1)(a) of the Act, (as modified pursuant to section 6 of the Nuclear Energy (Financing) Act 2022).
- (B) Special Condition 5 (Ringfencing) of the Licence requires the Licensee to procure from any person who is an Ultimate Controller of the Licensee enforceable undertakings in respect of the conduct of that person in relation to compliance by the Licensee with its Licence obligations.
- (C) The Covenantor is an Ultimate Controller of the Licensee.

NOW THIS DEED WITNESSES as follows:

UNDERTAKINGS

The Covenantor hereby undertakes in favour of the Licensee:

1. To refrain from any action, and to procure that any person (including, without limitation, a corporate body) that is a Subsidiary of, or is controlled by, the Covenantor (other than the Licensee and any of its Subsidiaries) will refrain from any action, that would be likely to cause the Licensee to breach any of its obligations under the Act or the Licence.

GENERAL

2. The undertakings given under this deed shall remain in full force and effect until such time as the Licensee ceases to hold the Licence or the Covenantor ceases to be an Ultimate Controller of the Licensee.
3. For the purposes of this deed:
 - i. any reference to an Act of Parliament shall include any statutory modification or re-enactment thereof after the date on which this deed is executed;
 - ii. any reference to the Licence shall include any modifications to the Licence after the date on which this deed is executed; and
 - iii. words and expressions defined for the purpose of any provision of such an Act or of the Licence held by the Licensee shall have the same meaning when used in this deed.
4. The Covenantor and the Licensee hereby exclude the operation of the Contracts (Rights of Third Parties) Act 1999.
5. This deed is governed by and shall be construed in accordance with English law.

IN WITNESS of which, this deed has been executed and delivered as a deed on the date first appearing on page 1.

EXECUTED as a **DEED** by

[Name of Ultimate Controller]

Acting by two directors or a director and the company secretary

_____ Director

_____ Director/Company Secretary

EXECUTED as a **DEED** by

.....
(Name of authorised director)

.....
(Signature of authorised director)
Director

.....
(Name of authorised director)

.....
(Signature of authorised director)
Director

for and on behalf of **SIZEWELL C LIMITED**