

DATE:

LIFT & SHIFT SUBSTATION – LEASE

SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC

Legal Services
SSE plc
Inveralmond House
200 Dunkeld Road
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FAS 8428

LIFT AND SHIFT PROVISIONS SUBSTATION LEASE

[To be inserted as Clause 6 in the substation leases where required]

1. RELOCATION

- 1.1 In this clause the expressions **Alternative Site** and **Alternative Route** mean respectively such site and access and cable routes within the Retained Land as shall be approved by the Tenant (such approval not to be unreasonably withheld) and approved by any planning or other relevant authority.
- 1.2 If at any time during the Term the Landlord intends to develop any part of the Retained Land in a way which will require the relocation of the substation and ancillary apparatus located on the Property and/or the relocation or diversion of the Cables, the following provisions of this Clause 6 shall apply.
- 1.3 The Landlord shall give to the Tenant no less than twelve months' notice of its intention to implement the procedure set out in this clause.
- 1.4 On or before the expiry of the notice the Landlord shall grant a lease of the Alternative Site to the Tenant subject to the following conditions:
 - 1.4.1 the lease shall be granted with absolute warrandice, for nil consideration and a rent of £1 per annum;
 - 1.4.2 the lease shall be granted for a term equal to the period then unexpired of the Term;
 - 1.4.3 the lease shall contain like rights in respect of the Alternative Route as the rights granted in respect of the Access and Servitude Strip in this Lease;
 - 1.4.4 the lease shall otherwise contain like provisions and obligations as this Lease.
- 1.5 Subject to all necessary materials and labour being available, but otherwise as soon as practicable after the grant of the lease of the Alternative Site, the Tenant shall:
 - 1.5.1 build and commission a new substation on the Alternative Site and lay, install and commission any necessary cables and ancillary apparatus along the Alternative Route;
 - 1.5.2 decommission the existing substation on the Property; and
 - 1.5.3 once done, offer to renounce this Lease to the Landlord.
- 1.6 The Landlord shall pay to the Tenant within fourteen days of demand all internal and external costs, charges and expenses incurred, sustained or anticipated by the Tenant in connection with:
 - 1.6.1 the Tenant's obligations in clause 6.5.1 and 6.5.2 of this Lease;
 - 1.6.2 the preparation, consideration and completion of all documentation required in respect of the new lease of the Alternative Site and the surrender of this Lease, including land and buildings transaction tax, fees of the Land Register of Scotland, surveyors' and legal fees, VAT and disbursements.