



SUNNICA ENERGY FARM

EN010106

8.125 Deed of Obligation

APFP Regulation 5(2)(b)

Planning Act 2008

Infrastructure Planning (Examination Procedure) Regulations 2010



Planning Act 2008

**The Infrastructure Planning
(Examination Procedure) Regulations 2010**

Sunnica Energy Farm

8.125 Deed of Obligation

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DATED 28 March **2023**

(1) SUNNICA LIMITED

(2) CAMBRIDGESHIRE COUNTY COUNCIL

(3) SUFFOLK COUNTY COUNCIL

DEED OF OBLIGATION

**pursuant to Section 111 of the Local Government Act
1972 and Section 1 of the Localism Act 2011
and all other powers enabling
relating to the
Sunnica Energy Farm in the County Council
administrative areas of Cambridgeshire and Suffolk**

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THIS DEED is made on

28 March

2023

BETWEEN:

- (1) **SUNNICA LIMITED** whose registered office is at 2 Crossways Business Centre Bicester Road, Kingswood, Aylesbury, England, HP18 0RA (company number 08826077) (the "**Developer**");
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall, Emery Crescent, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4YE ("**CCC**"); and
- (3) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**SCC**")

WHEREAS:

- (A) CCC and SCC are (with respect to their own administrative areas) local planning authorities, highway authorities (except for trunk roads), waste planning authorities, lead local flood authorities, the education authorities and minerals planning authorities for the area in which the Sites are situated.
- (B) On 18 November 2021 the Developer submitted the Application to the Secretary of State for development consent to construct, operate and decommission the Development. The Application was accepted for examination by the Secretary of State on 16 December 2021.
- (C) It is intended that the Developer will be the undertaker for the purposes of the Order and the Developer intends to construct, operate and decommission the Development as authorised by the Order.
- (D) The Parties have agreed to enter into this Deed in order to secure the performance of the obligations contained in it.

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Deed (which shall include the Recitals, Schedules and Plans hereto) 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 |
| "2008 Act" | means the Planning Act 2008 |
| "Application" | means the application for the Order under section 37 of the Planning Act 2008 in relation to the Development and submitted to the Secretary of State and given reference number EN010106 |
| "Article" | means an article of the Order and where a particular article is referenced in this Deed, for example Article 2, this is a reference to the article of that number included in the draft development consent order submitted at deadline 10 of the examination of the Application on 24 March 2023 but shall be modified as far as may be necessary to reflect changes and/or renumbering of articles in the development consent order as made by the Secretary of State pursuant to the Application |
| "Commence" | has the same meaning as in Article 2 of the Order and the words " Commencement " and " Commenced " and cognate expressions are to be construed accordingly |

| | |
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| "Contributions" | means the CCC PRoW and Connectivity Contribution, SCC PRoW and Connectivity Contribution and the Stone Curlew Research Contribution to be paid by the Developer pursuant to this Deed and its Schedules and "Contribution" means any one of these |
| "Date of Commencement" | of means the date of Commencement of works pursuant to the Order, and as notified to the Local Authorities pursuant to clause 4.4.2 |
| "Date of Decommissioning" | of means the date on which the Developer commences the decommissioning of the Development in accordance with the Decommissioning Environmental Management Plan approved under Requirement 22 of the Order, and as notified to the Local Authorities pursuant to clause 4.4.3 |
| "Date of Final Decommissioning" | means the date on which the Developer completes the decommissioning of the Development in accordance with the Decommissioning Environmental Management Plan approved under Requirement 22 of the Order, and as notified to the Local Authorities pursuant to clause 4.4.4 |
| "Deed" | means this deed made under section 111 of the 1972 Act and all other powers enabling |
| "Development" | means the authorised development as defined in and authorised by Schedule 1 to the Order |
| "Ecology Advisory Group" | means the Ecology Advisory Group (or "EAG") as defined in section 6.2 of the OLEMP and any update to this definition in a written landscape and ecology management plan or plans as may be approved pursuant to Requirement 8 |
| "Expert" | means the expert appointed by any of the Parties pursuant to Clause 19 |
| "Index" | means the Retail Price Index |
| "Index Linked" | means indexed in accordance with Clause 13 |
| "Interest Rate" | means 4% above the Bank of England base rate applicable at the date the relevant payment is due |
| "Landowners" | means the owners of the freehold interest in the Landowners' Land |
| "Landowners' Land" | means the land shown shaded yellow or blue on the Plan |
| "Local Authorities" | means CCC and SCC and their successors in function |
| "Notice" | means the written notification given by any Party to the other Parties of their intention to refer to the Expert any dispute arising between the Parties in respect of any matter contained in this Deed, such notice to specify the matters set out in Clause 19 |
| "Order" | means the development consent order to be made pursuant to the Application |
| "OLEMP" | has the same meaning as given to the term "outline landscape and ecology management plan" in Article 2 of the Order |
| "Parameter Plans" | means the parameter plans attached to this Deed at Appendix 2 with references 60589004_ES_SD_001 Rev 1 and 60589004_ES_SD_002 Rev 2 |

| | |
|--------------------------------------|---|
| "Parties" | means CCC, SCC and the Developer and "Party" means any one of them as the context so requires |
| "Payment Date" | means the date when a Contribution (including a part of a Contribution where such Contribution is to be paid in tranches) or other sum of money is due to be paid, provided or made available by the Developer pursuant to this Deed or its Schedules; |
| "Permitted Preliminary Works" | has the same meaning as in Article 2 of the Order |
| "Plan" | means the plan attached to this Deed at Appendix 1 showing the Sites and the Landowners' Land, or such revised plan as may be submitted to the Local Authorities by the Developer pursuant to paragraph 2.5.1 of Schedule 1 |
| "Requirement" | means the requirements in Schedule 2 to the Order and where a particular requirement is referenced in this Deed, for example Requirement 22, this is a reference to the requirement of that number included in the draft development consent order submitted at deadline 10 of the examination of the Application but shall be modified as far as may be necessary to reflect changes and/or renumbering of requirements in the development consent order as made by the Secretary of State pursuant to the Application |
| "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 nationally significant infrastructure projects relating to energy development |
| "Sites" | means the land on which part of the Development is situated and shown hatched green on the Plan |
| "Undertaking" | means the benefit of the Order to construct and/or operate Work No.1 and/or Work No. 2 as set out in Schedule 1 to the Order |
| "Working Day" | means any day (apart from Saturday, Sunday, the days between 24 December to 1 January inclusive, and any statutory bank holiday) on which clearing banks are open in England for the transaction of ordinary business |

1.2 In this Deed, 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 the Local Authorities include the successors to their statutory function as local planning authorities;
- 1.2.4 references to the Developer shall include any entity who takes a transfer or grant of all or part of the Undertaking pursuant to the Order;
- 1.2.5 references to an organisation, body or person who is not defined in this Deed shall mean that organisation, body or person as at the date of this Deed or their successor organisation, body or person;

- 1.2.6 references to clauses, paragraphs and Schedules are unless otherwise stated references to the relevant clauses and paragraphs of and Schedules to this Deed;
- 1.2.7 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.8 references in this Deed to statutes, by-laws, regulations, orders and 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 Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.10 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect;
- 1.2.11 terms and expressions defined in the schedules shall have the meanings specified wherever those terms and expressions are used in this Deed;
- 1.2.12 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.13 references to "notice" shall mean notice in writing;
- 1.2.14 references to "including" shall mean including without limitation;
- 1.2.15 the Interpretation Act 1978 shall apply to this Deed; and
- 1.2.16 the Deed shall be a local land charge in respect of all freehold or leasehold interests the Sites owned by the Developer and for the purposes of the Local Land Charges Act 1975 the authority by whom the obligation is enforceable shall be treated as the originating authority as respects such a charge.

2. **LEGAL EFFECT**

- 2.1 This Deed is made pursuant to section 111 of the 1972 Act, section 1 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The obligations, covenants and undertakings on the part of the Developer in this Deed are, subject to Clause 6, entered into with the intent that they shall be enforceable by the Local Authorities (either separately or jointly) against the Developer and any transferees or grantees of the benefit of the Undertaking pursuant to the Order and are entered into as obligations, covenants and undertakings in pursuance of the powers referred to in clause 2.1 with the intent that they shall be enforceable under contract.

3. **CONDITIONALITY**

- 3.1 Subject to clause 3.2, the Parties agree that:
 - 3.1.1 Clauses 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18 and 19, shall have operative effect upon the date of this Deed; and
 - 3.1.2 Clauses 4, 5, 12 and 13 shall not have operative effect unless and until the Order has come into force.
- 3.2 Where the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act:

- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Development has been Commenced or Permitted Preliminary Works carried out; and
- 3.2.2 if following the final determination of such proceedings the Development authorised by the Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.
- 3.3 Wherever in this Deed 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 (excluding any application under CPR 52.30);
 - (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 and any time for appealing such a refusal expires without such an appeal having been made or having been refused (excluding any application under CPR 52.30); or
 - (c) when any appeal is finally determined and no further appeal may be made (excluding any application under CPR 52.30).
- 3.4 The Parties agree that Part 2 of Schedule 1 (Stone Curlew Research) shall not have operative effect if the Development authorised by the Order (which, if the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, shall mean the Development authorised by the Order following final determination of such proceedings) does not include any of parcels EC01, EC02, EC03, E05, E12 or E13 as shown on the Parameter Plans.

4. **DEVELOPER'S OBLIGATIONS**

- 4.1 The Developer covenants with CCC to observe and perform the obligations, undertakings, covenants and agreements in Schedule 1.
- 4.2 The Developer covenants with SCC to observe and perform the obligations, undertakings, covenants and agreements in Schedule 1.
- 4.3 The Developer shall give three months advanced notice in writing to the Local Authorities of the anticipated date of:
- 4.3.1 The Commencement of the Development; and
 - 4.3.2 The carrying out of the first of the Permitted Preliminary Works.
- 4.4 The Developer shall give 20 Working Days advanced notice in writing to the Local Authorities of the anticipated date of:
- 4.4.1 The carrying out of the first of the Permitted Preliminary Works
 - 4.4.2 The Date of Commencement;
 - 4.4.3 The Date of Decommissioning;
 - 4.4.4 The Date of Final Decommissioning; and
 - 4.4.5 Where the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, the date the Development authorised by the Order is capable of being

Commenced (if the Development is capable of being commenced in accordance with clause 3.2.2).

- 4.5 Where any payment in this Deed is expressed to be payable on or before an event or activity, the Developer covenants that it shall not commence that event or activity until the relevant payment has been made.

5. THE LOCAL AUTHORITIES' OBLIGATIONS

- 5.1 CCC covenants with the Developer to observe and perform the covenants and obligations on their part contained in Schedule 1.

- 5.2 SCC covenants with the Developer to observe and perform the covenants and obligations on their part contained in Schedule 1.

6. RELEASE AND ASSIGNMENT

- 6.1 The Developer shall not be liable for any breach of the obligations or other provisions of this Deed after it shall have parted with the entire Undertaking pursuant to Article 33 (Consent to transfer the benefit of the Order) of the Order but without prejudice to any rights of the Local Authorities or either of them in respect of any antecedent breach of those obligations.

7. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS

- 7.1 Nothing in this Deed shall be construed as prohibiting or limiting the rights of the Developer to use or develop any part of the Sites 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 Deed, other than the Order (and for the avoidance of doubt for the purposes of this Clause 7.1 the Order shall include any non-material or material change or any other variation or alteration made to the Order).

8. EXPIRY

- 8.1 If the Order expires or is quashed or revoked prior to Commencement then this Deed shall immediately determine and cease to have effect.

9. NOTICES

- 9.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below 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 (unless the receiving party agrees to receive the notice electronically) 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 special delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.

- 9.3 A notice or communication shall be served or given:

9.3.1 on CCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of the Assistant Director, Place & Sustainability;

9.3.2 on SCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for

the attention of Executive Director of Growth, Highways and Infrastructure with the reference of "SUNNICA SECTION 106 AGREEMENT"; and

- 9.3.3 on the Developer at its address above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of Luke Murray, Director, Sunnica Limited.
- 9.4 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 PROVIDED THAT such notification shall only be effective on:
- 9.4.1 the date specified in the notification as the date on which the change is to take place; or
- 9.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

10. APPROVALS

- 10.1 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

11. THE LOCAL AUTHORITIES' POWERS

- 11.1 Nothing in this Deed shall fetter the respective statutory rights, powers or duties of the Local Authorities such as their functions as local planning authorities, lead local flood authorities or as highway authorities as the case may be and nothing in this Deed (including its Schedules) shall require any of the Local Authorities to do anything that would be unlawful.

12. INTEREST

- 12.1 Where any obligation in this Deed is expressed to require the Developer to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the Payment Date to the date on which the sum of money is actually paid.

13. INDEXATION

- 13.1 All payments and financial contributions to be paid, provided or made available pursuant to this Deed and all maximum or capped liabilities under this Deed will be increased by reference to the amount of the increase in the Index from the date of this Deed until the date payment is due in accordance with the following formula (where the Index at Payment Date / Index at today's date is equal to or greater than one (1)):

$$\text{Amount Payable} = \text{Sum} \times (\text{Index at Payment Date} / \text{Index at today's date})$$

where:

"Amount Payable" is the amount of money required to be paid;

"Sum" is the amount of the Contribution or other sum of money stated in this Deed;

"Index at Payment Date" is the Index published two months before the Payment Date (for example, the Index published in January where the Payment Date is in March); and

"Index at today's date" is the relevant Index published two months prior to the date of this Deed.

14. **GOOD FAITH**

14.1 The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

15. **RIGHTS OF THIRD PARTIES**

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

16. **JURISDICTION**

16.1 This Deed 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 English law.

16.2 Each Party 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 Deed or its subject matter or formation (including non-contractual disputes or claims).

17. **COUNTERPARTS**

17.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

18. **COSTS**

18.1 The Developer shall pay on completion of this Deed the reasonable legal costs of CCC incurred in the preparation, negotiation and execution of this Deed.

18.2 The Developer shall pay on completion of this Deed the reasonable legal costs of SCC incurred in the preparation, negotiation and execution of this Deed.

19. **DISPUTE RESOLUTION**

19.1 In the event of any dispute arising between the Parties then the Parties to the dispute will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party of senior director level.

19.2 If the Parties are unable to resolve the dispute amicably pursuant to Clause 19.1 within 15 Working Days the Parties in respect of any matter contained in this Deed the same may be referred to the Expert by any Party serving the other Parties with a Notice.

19.3 The Notice must specify:

19.3.1 the nature, basis and brief description of the dispute;

19.3.2 the clause of this Deed or paragraph of a Schedule of this Deed to which the dispute has arisen; and

19.3.3 the proposed Expert.

19.4 The Expert shall be an independent person possessing expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within twenty (20) Working Days after the date of the Notice then any Party may request:

19.4.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;

- 19.4.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- 19.4.3 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; or
- 19.4.4 in all other cases, the President of the Law Society to nominate the Expert.
- 19.5 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at their discretion or in the event that they make no determination, such costs will be borne by the Parties to the dispute in equal shares.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that they are to determine submitted jointly by the Parties) subject to an express requirement that they reach a decision in accordance with clause 19.8.
- 19.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to them within twenty (20) Working Days from the date of their appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submission and material.
- 19.8 The Expert shall have regard to all representations and evidence before them when making their decision and reach their decision and communicate it to the Parties to the dispute in writing and with reasons for the decision within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of receipt of the written submissions and counter submissions under clause 19.7 above.
- 19.9 In the absence of manifest error the Expert's decision shall be binding on the Parties.
- 19.10 The Parties agree that nothing in clauses 19.1 to 19.9 shall prevent the Local Authorities from enforcing this Deed in accordance with the Order.

SCHEDULE 1

DEVELOPMENT CONSENT OBLIGATIONS

PART 1: Public Rights of Way (PRoW) and Connectivity Contribution

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Part of this Schedule (and elsewhere in this Deed where the context permits) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“CCC PRoW and Connectivity Contribution” means the sum of £250,000 payable to CCC, or such lesser figure pursuant to paragraph 2.6, such sum to be Index Linked (and where the amount of the contribution is to be reduced pursuant to paragraph 2.6, the amount of the contribution shall only be Index Linked once any deductions have been made to the sum of £250,000);

“CCC Public Access Mitigation Strategy Measures” means any or all of:

- (a) enhancements to existing Public Rights of Way;
- (b) creation of new Public Rights of Way or permissive paths;
- (c) upgrading or providing new connectivity points and/or ancillary facilities for users of Public Rights of Way or permissive paths; and
- (d) any preparatory, legal, administrative or compensation costs required in connection with any or all of the above

outside the Sites in order to improve connectivity and health in the vicinity of the Development;

“Public Rights of Way” or “(PRoW)” means a legally protected right of way for the public that is (or would, if created, be) the responsibility of CCC or SCC (as applicable);

“SCC PRoW and Connectivity Contribution” means the sum of £250,000 payable to SCC, or such lesser figure pursuant to paragraph 2.6.2, such sum to be Index Linked (and where the amount of the contribution is to be reduced pursuant to paragraph 2.6.2, the amount of the contribution shall only be Index Linked once any deductions have been made to the sum of £250,000); and

“SCC Public Access Mitigation Strategy Measures” means any or all of:

- (a) enhancements to existing Public Rights of Way;
- (b) creation of new Public Rights of Way or permissive paths;
- (c) upgrading or providing new connectivity points and/or ancillary facilities for users of Public Rights of Way or permissive paths; and
- (d) any preparatory, legal, administrative or compensation costs required in connection with any or all of the above

outside the Sites in order to improve connectivity and health in the vicinity of the Development.

2. PROW AND CONNECTIVITY CONTRIBUTION

- 2.1 Prior to Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), the Developer must pay:
- 2.1.1 the CCC PRow and Connectivity Contribution to CCC; and
 - 2.1.2 the SCC PRow and Connectivity Contribution to SCC.
- 2.2 CCC must:
- 2.2.1 use the CCC PRow and Connectivity Contribution for the CCC Public Access Mitigation Strategy Measures;
 - 2.2.2 use reasonable endeavours to consult with local organisations who represent users of the existing Public Rights of Way before deciding how to use the CCC PRow and Connectivity Contribution for the CCC Public Access Mitigation Strategy Measures; and
 - 2.2.3 where CCC wish to use the CCC PRow and Connectivity Contribution for CCC Public Access Mitigation Strategy Measures on the Landowners' Land this may only be done with the agreement of the applicable Landowner who has the freehold interest in the relevant part of the Landowners' Land subject to the proposed CCC Public Access Mitigation Strategy Measures.
- 2.3 SCC must:
- 2.3.1 use the SCC PRow and Connectivity Contribution for the SCC Public Access Mitigation Strategy Measures;
 - 2.3.2 use reasonable endeavours to consult with local organisations who represent users of the existing Public Rights of Way before deciding how to use the SCC PRow and Connectivity Contribution for the SCC Public Access Mitigation Strategy Measures; and
 - 2.3.3 where SCC wish to use the SCC PRow and Connectivity Contribution for SCC Public Access Mitigation Strategy Measures on the Landowners' Land this may only be done with the agreement of the applicable Landowner who has the freehold interest in the relevant part of the Landowners' Land subject to the proposed SCC Public Access Mitigation Strategy Measures.
- 2.4 Notwithstanding paragraphs 2.2.1 and 2.3.1 of this Part 1 of Schedule 1 the Parties hereby agree that SCC and CCC may do the following in respect of the use of the SCC PRow and Connectivity Contribution and CCC PRow and Connectivity Contribution for the purposes of the CCC Public Access Mitigation Strategy Measures and the SCC Public Access Mitigation Strategy Measures as the Parties acknowledge that the CCC Public Access Mitigation Strategy Measures and the SCC Public Access Mitigation Strategy Measures may include measures which cross the administrative areas of both SCC and CCC:
- 2.4.1 SCC and CCC may pool the SCC PRow and Connectivity Contribution and CCC PRow and Connectivity Contribution; and/or
 - 2.4.2 SCC and CCC may use the SCC PRow and Connectivity Contribution and/or CCC PRow and Connectivity Contribution (as appropriate) to defray or contribute towards any orders, agreements, works or maintenance and related expenses and administration that SCC or CCC (as appropriate) pursue or undertake (subject at all times to paragraphs 2.2.3 and 2.3.3 above).
- 2.5 Prior to the Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), the Developer must:

- 2.5.1 if one or both of the circumstances described in paragraph 2.5.1(a) or 2.5.1(b) applies, provide the Local Authorities with an updated Plan with revisions only to reflect one or both of the following:
- (a) The reduction in area of the Sites or Landowners' Land (or both) to reflect the Development as authorised by the Order; or
 - (b) The reduction in area of the Landowners' Land where the Developer has not been granted the necessary lease or rights over such land and is using compulsory acquisition powers under the Order in relation to such land in order to carry out the Development; or
- 2.5.2 if none of the circumstances described in paragraph 2.5.1(a) or 2.5.1(b) applies confirm in writing to the Local Authorities that no revisions to the Plan are required.
- 2.6 If the Development authorised by the Order (which, if the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, shall mean the Development authorised by the Order following final determination of such proceedings):
- 2.6.1 does not include all of the parcels (as shown on the Parameter Plans) listed in any of the rows 1, 2, 3 and 4 of Column 1 of Table 1, the amount of the CCC PRoW and Connectivity Contribution shall be reduced by the corresponding amount in Column 2 (up to a total maximum reduction of £89,285 for the CCC PRoW and Connectivity Contribution overall), and the SCC PRoW and Connectivity Contribution shall be reduced by the corresponding amount in Column 3 (up to a total maximum reduction of £0); or
- 2.6.2 does include some but not all of the parcels (as shown on the Parameter Plans) listed in any of the rows 1, 2, 3 and 4 of Column 1 of Table 1 or removes other parcels shown on the Parameter Plans but which are not included in Column 1 of Table 1, the Parties shall agree any reduction in the CCC PRoW and Connectivity Contribution and the SCC PRoW and Connectivity Contribution prior to the Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), with the amount of the combined total reduction for both contributions not to exceed £89,285.

Table 1

| | Column 1 | Column 2 | Column 3 |
|---|---|-----------------|-----------------|
| 1 | All of parcel E05 | £17,857 | - |
| 2 | All of parcels W03, W04 and W05 | £35,714 | - |
| 3 | All of parcels W06, W07, W08, W09, W10, W11 and W12 | £35,714 | - |
| 4 | All of parcels E12 and E13 | - | £0 |

PART 2: Stone Curlew Research

3. DEFINITIONS AND INTERPRETATION

- 3.1 Where in this Part of this Schedule (and elsewhere in this Deed where the context permits) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“RSPB” means the Royal Society for Protection of Birds of The Lodge, Potton Road, Sandy SG19 2DL (registered charity England and Wales no. 207076);

“Stone Curlew Research Contribution” means the sum of £140,000 Index Linked; and

“Stone Curlew Research” means monitoring Stone Curlew in the Breckland area and undertaking specific research projects with such research projects to be approved by the Ecology Advisory Group

(following consultation with Natural England) before they are carried out, and which shall be designed to increase understanding of the impacts (if any) of solar farm development on the Stone Curlew population within the Breckland edge landscape and how such impact (if any) may be minimised and/or effectively mitigated (unless otherwise agreed in writing with the Local Authorities).

4. STONE CURLEW RESEARCH

4.1 Prior to Commencement of the Development the Developer must:

4.1.1 pay to RSPB the Stone Curlew Research Contribution and procure a commitment from RSPB that the Stone Curlew Research Contribution will be used for the Stone Curlew Research; or

4.1.2 if, within 6 months of being approached by the Developer (or such longer period as is agreed in writing between the Parties), RSPB decline to give the commitment in paragraph 4.1.1 the Developer shall undertake the Stone Curlew Research and engage a suitably qualified ecologist to carry out the Stone Curlew Research up to the value of the Stone Curlew Research Contribution; and

4.1.3 in either case, notify the Local Authorities of its compliance with paragraph 4.1.1 or 4.1.2, providing evidence to demonstrate such compliance.

4.2 Following the notification given by the Developer pursuant to paragraph 4.1.3 if such notification has confirmed compliance with paragraph 4.1.1 the Developer shall ensure the RSPB carry out the Stone Curlew Research:

4.3 The Developer shall provide a written update to the Local Authorities with respect to the carrying out of the Stone Curlew Research on the first anniversary of the notification provided under paragraph 4.1.3 of this Part 2 Schedule 1 and on subsequent anniversaries of this date until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

4.4 The Developer shall provide a written update on the carrying out of the Stone Curlew Research to the Ecology Advisory Group if requested to provide such an update to the Ecology Advisory Group by either the Local Authorities or the Ecology Advisory Group.

4.5 If the RSPB are to carry out the Stone Curlew Research pursuant to paragraph 4.1.1 the Developer shall continue to comply with its obligations in paragraphs 4.2, 4.3 and 4.4 until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

4.6 If the Developer is to carry out the Stone Curlew Research pursuant to paragraph 4.1.2 the Developer shall continue to comply with its obligations in paragraphs 4.1.2, 4.3 and 4.4 until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

IN WITNESS whereof the parties hereto have executed this agreement as a deed on the date and year first before written

EXECUTED as a Deed (but not)
delivered until dated))
by affixing)
the Common Seal of)
CAMBRIDGESHIRE COUNTY COUNCIL
in the presence of: [REDACTED]



366/23

Authorised Signatory

The Common Seal of)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:-)

Authorised Signatory

Executed as a Deed (but not delivered until the date hereof) by **SUNNICA LIMITED** acting by two directors:-

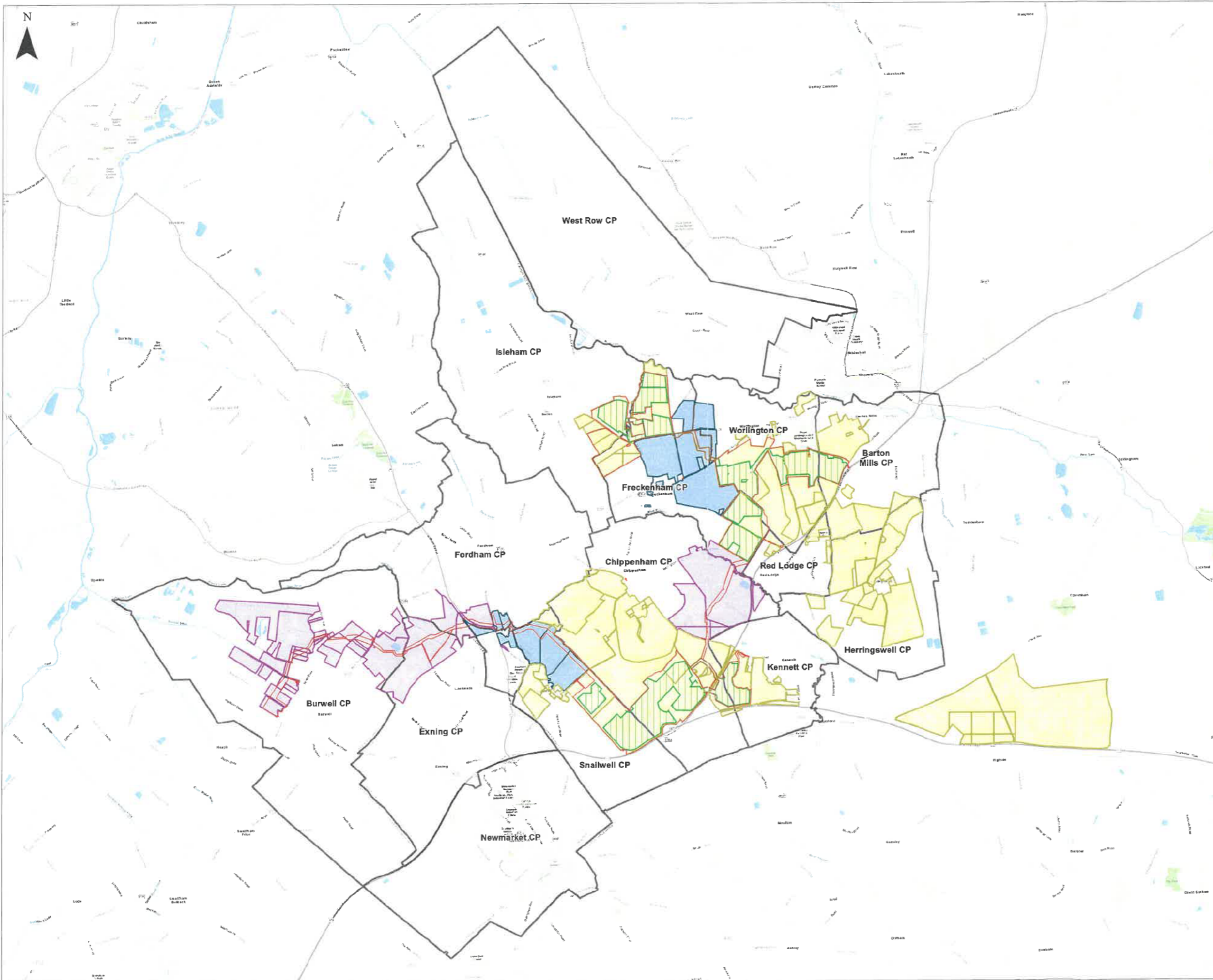
.....
Signature of Director

.....
Name of Director

.....
Signature of Director

.....
Name of Director

APPENDIX 1
PLAN



The Sunnica Energy Farm Order
S.106 Agreement Land Plan

Key

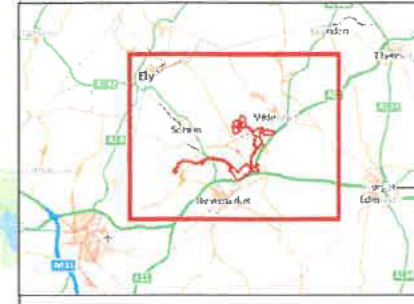
- Order limits
- Principal Sites (Work No. 1 & 2)
- Parish Boundary
- Principal Site Landownership
- Cable route titles to be identified in the s106 agreement
- Remaining cable route titles



Notes

1. All dimensions are in metres unless stated otherwise

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| Ver | Date | Description of Change |
|-----|----------|---------------------------|
| 00 | MAR 2023 | SUBMISSION FOR DEADLINE 7 |

DRAWING STATUS: DRAFT

wsp

WSP House, 70 Chancery Lane, London WC2A 1AF, UK
 T +44 (0)20 7314 5000
 wsp.com

sunnica
 energy farm

Sunnica Energy Farm
 Development Consent Order (DCO)

Sunnica S.106 Agreement Land Plan

| | | | | | |
|-------------|------------------------------------|-----------|----|-----------|----|
| SCALE: A1 | 1:40,000 | DRAWN: | MF | APPROVED: | VB |
| PROJECT NO: | 70050915 | DESIGNED: | NM | DRAWN: | BS |
| DATE: | 20/05/2023 | | | | |
| DRAWING NO: | 70050915-230301-WSP-PLN-DCO-001-BS | | | | 00 |

APPENDIX 2
PARAMETER PLANS

565000 566000 567000 568000 569000 570000 571000

275000

274000

273000

272000

271000

565000 566000 567000 568000 569000 570000 571000

THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF ISSUE THAT IT WAS ISSUED FOR AND IS SUBJECT TO AMENDMENT

- LEGEND**
- The Order Limits
 - Public Highway within Scheme
 - Developable Area
 - Bomber Crash Site Exclusion Area
 - Boundary Fence
 - BESS and Substation
 - Compound Area (Permanent)
 - Solar PV Array
 - Illustrative Locations of Solar Stations
 - Proposed Road
 - Permissive Path
 - Native Grassland Planting
 - Native Grassland Planting within Archaeological Mitigation Areas
 - Proposed Woodland (new planting or infilling of existing vegetation)
 - Hedgerow With Scattered Trees
 - Proposed Hedgerow (new planting or infilling of existing vegetation)

Note: Developable fields previously referred to as E06, E07, E11 and E23 are no longer being developed with solar infrastructure and new form part of the mitigation strategy. However, the field numbering for the remaining developable fields has been retained for consistency.

Document Reference: EN010106/AP/16.3

AP/16 Regulation: 10/16

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Purpose of Issue
FOR DCO SUBMISSION

Client
SUNNICA LTD



Drawing Title
**FIGURE 3-1
SUNNICA EAST
PARAMETER PLAN
ILLUSTRATIVE**

| | | | |
|--|---------------|------------------------|--------------------|
| Drawn LL | Checked DW | Approved NC | Date 01/03/2023 |
| AECOM Internal Project No. 60589004 | | Scale @ A3 1:18,000 | |

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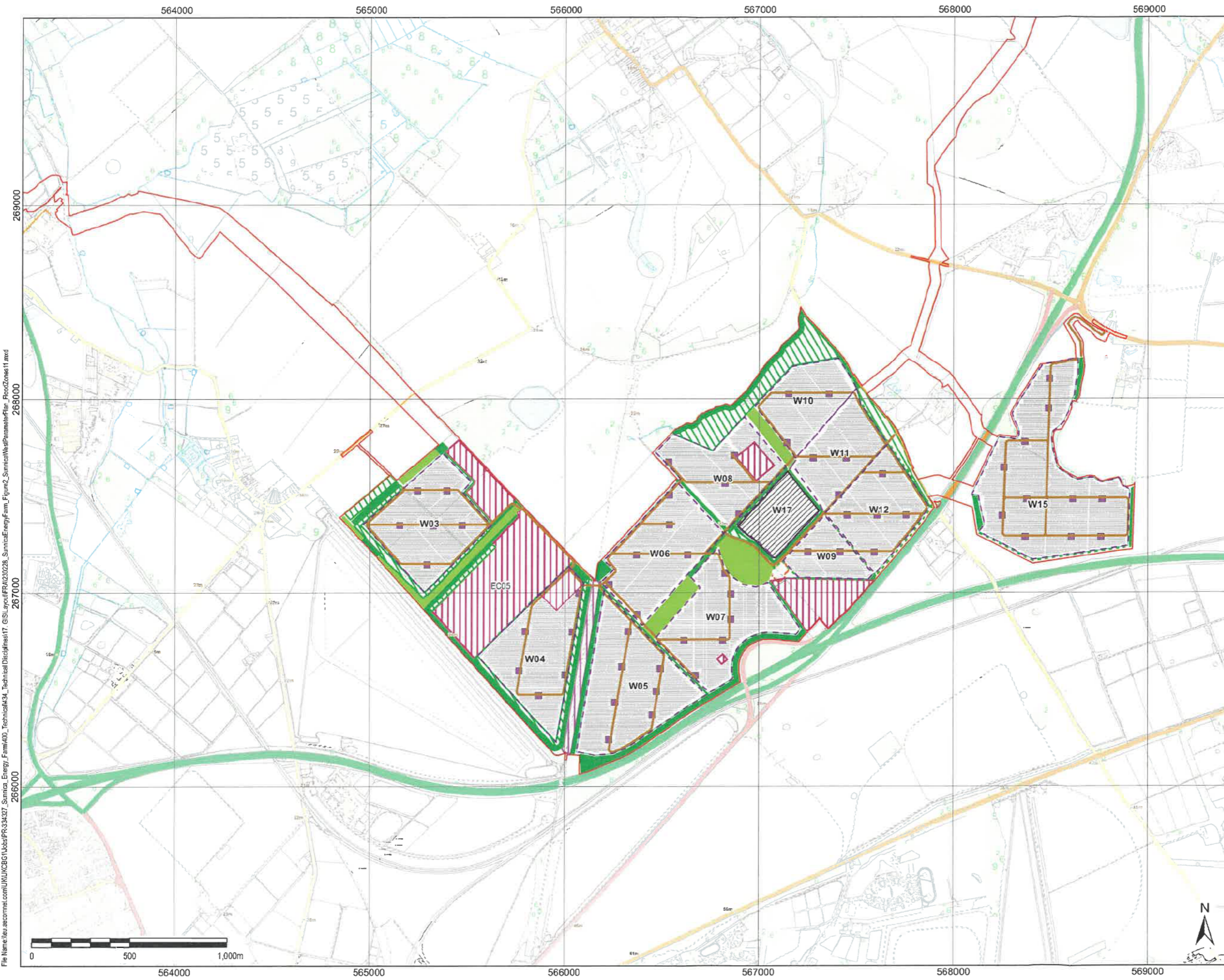


| | |
|---|-----------------|
| Drawing Number 60589004_ES_SD_001 | Rev 1 |
|---|-----------------|



File Name: \\aecom.com\UK\UK\G1\Jobs\PR-34327_Sunnica_Energy_Farm\400_Technical\Disciplines\17_GIS\Layout\FRA230301_SunnicaEastParameterPlan.mxd

M. Kelly



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LEGEND

- The Order Limits
- Public Highway Within Scheme
- Developable Area
- Boundary Fence
- BESS and Substation
- Solar PV Array
- Woodstore - 20m Buffer
- Illustrative Location Solar Stations
- Proposed Road

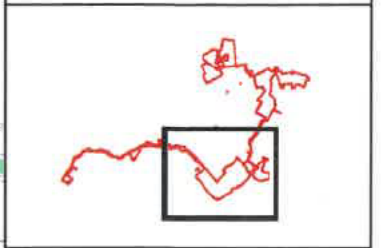
Green Infrastructure

- Heritage Offset with additional planting along The Avenue
- Native Grassland Planting
- Native Grassland Planting within Archaeological Areas
- Proposed Woodland
- Retained Woodland
- Proposed Hedegrow

Note: Developable fields previously referred to as W13, W14 and W15 are no longer within the Order limits; however, the field numbering for the remaining developable fields has been retained for consistency.

Document Reference: EN010106/APR13
APFP Regulation: S(2)(a)

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Purpose of Issue
FOR DCO SUBMISSION

Client
SUNNICA LTD



Drawing Title
**FIGURE 3-2
SUNNICA WEST
PARAMETER PLAN
ILLUSTRATIVE**

| | | | |
|--|---------------|------------------------|--------------------|
| Drawn HW | Checked LL | Approved NC | Date 28/02/2023 |
| AECOM Internal Project No. 60589004 | | Scale @ A3 1:17,500 | |

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United Kingdom
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Drawing Number
60589004_ES_SD_002

Rev
1

File Name: \\aecomnet.com\UK\UCBG\Jobs\PR-334327_Sunnica_Energy_Farm\400_Technical\Disciplines\17_GIS\Layout\FR20230228_SunnicaEnergyFarm_Figure2_SunnicaWestParameterPlan_FloodZones11.mxd

DATED 28 March 2023

(1) SUNNICA LIMITED

(2) CAMBRIDGESHIRE COUNTY COUNCIL

(3) SUFFOLK COUNTY COUNCIL

DEED OF OBLIGATION

**pursuant to Section 111 of the Local Government Act
1972 and Section 1 of the Localism Act 2011
and all other powers enabling
relating to the
Sunnica Energy Farm in the County Council
administrative areas of Cambridgeshire and Suffolk**

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THIS DEED is made on

28 March

2023

BETWEEN:

- (1) **SUNNICA LIMITED** whose registered office is at 2 Crossways Business Centre Bicester Road, Kingswood, Aylesbury, England, HP18 0RA (company number 08826077) (the "**Developer**");
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall, Emery Crescent, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4YE ("**CCC**"); and
- (3) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**SCC**")

WHEREAS:

- (A) CCC and SCC are (with respect to their own administrative areas) local planning authorities, highway authorities (except for trunk roads), waste planning authorities, lead local flood authorities, the education authorities and minerals planning authorities for the area in which the Sites are situated.
- (B) On 18 November 2021 the Developer submitted the Application to the Secretary of State for development consent to construct, operate and decommission the Development. The Application was accepted for examination by the Secretary of State on 16 December 2021.
- (C) It is intended that the Developer will be the undertaker for the purposes of the Order and the Developer intends to construct, operate and decommission the Development as authorised by the Order.
- (D) The Parties have agreed to enter into this Deed in order to secure the performance of the obligations contained in it.

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Deed (which shall include the Recitals, Schedules and Plans hereto) 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 |
| "2008 Act" | means the Planning Act 2008 |
| "Application" | means the application for the Order under section 37 of the Planning Act 2008 in relation to the Development and submitted to the Secretary of State and given reference number EN010106 |
| "Article" | means an article of the Order and where a particular article is referenced in this Deed, for example Article 2, this is a reference to the article of that number included in the draft development consent order submitted at deadline 10 of the examination of the Application on 24 March 2023 but shall be modified as far as may be necessary to reflect changes and/or renumbering of articles in the development consent order as made by the Secretary of State pursuant to the Application |
| "Commence" | has the same meaning as in Article 2 of the Order and the words " Commencement " and " Commenced " and cognate expressions are to be construed accordingly |

| | |
|--|--|
| "Contributions" | means the CCC PRoW and Connectivity Contribution, SCC PRoW and Connectivity Contribution and the Stone Curlew Research Contribution to be paid by the Developer pursuant to this Deed and its Schedules and "Contribution" means any one of these |
| "Date of Commencement" | of means the date of Commencement of works pursuant to the Order, and as notified to the Local Authorities pursuant to clause 4.4.2 |
| "Date of Decommissioning" | of means the date on which the Developer commences the decommissioning of the Development in accordance with the Decommissioning Environmental Management Plan approved under Requirement 22 of the Order, and as notified to the Local Authorities pursuant to clause 4.4.3 |
| "Date of Final Decommissioning" | means the date on which the Developer completes the decommissioning of the Development in accordance with the Decommissioning Environmental Management Plan approved under Requirement 22 of the Order, and as notified to the Local Authorities pursuant to clause 4.4.4 |
| "Deed" | means this deed made under section 111 of the 1972 Act and all other powers enabling |
| "Development" | means the authorised development as defined in and authorised by Schedule 1 to the Order |
| "Ecology Advisory Group" | means the Ecology Advisory Group (or "EAG") as defined in section 6.2 of the OLEMP and any update to this definition in a written landscape and ecology management plan or plans as may be approved pursuant to Requirement 8 |
| "Expert" | means the expert appointed by any of the Parties pursuant to Clause 19 |
| "Index" | means the Retail Price Index |
| "Index Linked" | means indexed in accordance with Clause 13 |
| "Interest Rate" | means 4% above the Bank of England base rate applicable at the date the relevant payment is due |
| "Landowners" | means the owners of the freehold interest in the Landowners' Land |
| "Landowners' Land" | means the land shown shaded yellow or blue on the Plan |
| "Local Authorities" | means CCC and SCC and their successors in function |
| "Notice" | means the written notification given by any Party to the other Parties of their intention to refer to the Expert any dispute arising between the Parties in respect of any matter contained in this Deed, such notice to specify the matters set out in Clause 19 |
| "Order" | means the development consent order to be made pursuant to the Application |
| "OLEMP" | has the same meaning as given to the term "outline landscape and ecology management plan" in Article 2 of the Order |
| "Parameter Plans" | means the parameter plans attached to this Deed at Appendix 2 with references 60589004_ES_SD_001 Rev 1 and 60589004_ES_SD_002 Rev 2 |

| | |
|--------------------------------------|---|
| "Parties" | means CCC, SCC and the Developer and "Party" means any one of them as the context so requires |
| "Payment Date" | means the date when a Contribution (including a part of a Contribution where such Contribution is to be paid in tranches) or other sum of money is due to be paid, provided or made available by the Developer pursuant to this Deed or its Schedules; |
| "Permitted Preliminary Works" | has the same meaning as in Article 2 of the Order |
| "Plan" | means the plan attached to this Deed at Appendix 1 showing the Sites and the Landowners' Land, or such revised plan as may be submitted to the Local Authorities by the Developer pursuant to paragraph 2.5.1 of Schedule 1 |
| "Requirement" | means the requirements in Schedule 2 to the Order and where a particular requirement is referenced in this Deed, for example Requirement 22, this is a reference to the requirement of that number included in the draft development consent order submitted at deadline 10 of the examination of the Application but shall be modified as far as may be necessary to reflect changes and/or renumbering of requirements in the development consent order as made by the Secretary of State pursuant to the Application |
| "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 nationally significant infrastructure projects relating to energy development |
| "Sites" | means the land on which part of the Development is situated and shown hatched green on the Plan |
| "Undertaking" | means the benefit of the Order to construct and/or operate Work No.1 and/or Work No. 2 as set out in Schedule 1 to the Order |
| "Working Day" | means any day (apart from Saturday, Sunday, the days between 24 December to 1 January inclusive, and any statutory bank holiday) on which clearing banks are open in England for the transaction of ordinary business |

1.2 In this Deed, 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 the Local Authorities include the successors to their statutory function as local planning authorities;
- 1.2.4 references to the Developer shall include any entity who takes a transfer or grant of all or part of the Undertaking pursuant to the Order;
- 1.2.5 references to an organisation, body or person who is not defined in this Deed shall mean that organisation, body or person as at the date of this Deed or their successor organisation, body or person;

- 1.2.6 references to clauses, paragraphs and Schedules are unless otherwise stated references to the relevant clauses and paragraphs of and Schedules to this Deed;
- 1.2.7 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.8 references in this Deed to statutes, by-laws, regulations, orders and 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 Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.10 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect;
- 1.2.11 terms and expressions defined in the schedules shall have the meanings specified wherever those terms and expressions are used in this Deed;
- 1.2.12 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.13 references to "notice" shall mean notice in writing;
- 1.2.14 references to "including" shall mean including without limitation;
- 1.2.15 the Interpretation Act 1978 shall apply to this Deed; and
- 1.2.16 the Deed shall be a local land charge in respect of all freehold or leasehold interests the Sites owned by the Developer and for the purposes of the Local Land Charges Act 1975 the authority by whom the obligation is enforceable shall be treated as the originating authority as respects such a charge.

2. **LEGAL EFFECT**

- 2.1 This Deed is made pursuant to section 111 of the 1972 Act, section 1 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The obligations, covenants and undertakings on the part of the Developer in this Deed are, subject to Clause 6, entered into with the intent that they shall be enforceable by the Local Authorities (either separately or jointly) against the Developer and any transferees or grantees of the benefit of the Undertaking pursuant to the Order and are entered into as obligations, covenants and undertakings in pursuance of the powers referred to in clause 2.1 with the intent that they shall be enforceable under contract.

3. **CONDITIONALITY**

- 3.1 Subject to clause 3.2, the Parties agree that:
 - 3.1.1 Clauses 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18 and 19, shall have operative effect upon the date of this Deed; and
 - 3.1.2 Clauses 4, 5, 12 and 13 shall not have operative effect unless and until the Order has come into force.
- 3.2 Where the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act:

- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Development has been Commenced or Permitted Preliminary Works carried out; and
- 3.2.2 if following the final determination of such proceedings the Development authorised by the Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.
- 3.3 Wherever in this Deed 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 (excluding any application under CPR 52.30);
 - (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 and any time for appealing such a refusal expires without such an appeal having been made or having been refused (excluding any application under CPR 52.30); or
 - (c) when any appeal is finally determined and no further appeal may be made (excluding any application under CPR 52.30).
- 3.4 The Parties agree that Part 2 of Schedule 1 (Stone Curlew Research) shall not have operative effect if the Development authorised by the Order (which, if the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, shall mean the Development authorised by the Order following final determination of such proceedings) does not include any of parcels EC01, EC02, EC03, E05, E12 or E13 as shown on the Parameter Plans.

4. DEVELOPER'S OBLIGATIONS

- 4.1 The Developer covenants with CCC to observe and perform the obligations, undertakings, covenants and agreements in Schedule 1.
- 4.2 The Developer covenants with SCC to observe and perform the obligations, undertakings, covenants and agreements in Schedule 1.
- 4.3 The Developer shall give three months advanced notice in writing to the Local Authorities of the anticipated date of:
- 4.3.1 The Commencement of the Development; and
 - 4.3.2 The carrying out of the first of the Permitted Preliminary Works.
- 4.4 The Developer shall give 20 Working Days advanced notice in writing to the Local Authorities of the anticipated date of:
- 4.4.1 The carrying out of the first of the Permitted Preliminary Works
 - 4.4.2 The Date of Commencement;
 - 4.4.3 The Date of Decommissioning;
 - 4.4.4 The Date of Final Decommissioning; and
 - 4.4.5 Where the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, the date the Development authorised by the Order is capable of being

Commenced (if the Development is capable of being commenced in accordance with clause 3.2.2).

- 4.5 Where any payment in this Deed is expressed to be payable on or before an event or activity, the Developer covenants that it shall not commence that event or activity until the relevant payment has been made.

5. **THE LOCAL AUTHORITIES' OBLIGATIONS**

- 5.1 CCC covenants with the Developer to observe and perform the covenants and obligations on their part contained in Schedule 1.

- 5.2 SCC covenants with the Developer to observe and perform the covenants and obligations on their part contained in Schedule 1.

6. **RELEASE AND ASSIGNMENT**

- 6.1 The Developer shall not be liable for any breach of the obligations or other provisions of this Deed after it shall have parted with the entire Undertaking pursuant to Article 33 (Consent to transfer the benefit of the Order) of the Order but without prejudice to any rights of the Local Authorities or either of them in respect of any antecedent breach of those obligations.

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

- 7.1 Nothing in this Deed shall be construed as prohibiting or limiting the rights of the Developer to use or develop any part of the Sites 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 Deed, other than the Order (and for the avoidance of doubt for the purposes of this Clause 7.1 the Order shall include any non-material or material change or any other variation or alteration made to the Order).

8. **EXPIRY**

- 8.1 If the Order expires or is quashed or revoked prior to Commencement then this Deed shall immediately determine and cease to have effect.

9. **NOTICES**

- 9.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below 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 (unless the receiving party agrees to receive the notice electronically) 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 special delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.

- 9.3 A notice or communication shall be served or given:

9.3.1 on CCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of the Assistant Director, Place & Sustainability;

9.3.2 on SCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for

the attention of Executive Director of Growth, Highways and Infrastructure with the reference of "SUNNICA SECTION 106 AGREEMENT"; and

9.3.3 on the Developer at its address above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of Luke Murray, Director, Sunnica Limited.

9.4 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 PROVIDED THAT such notification shall only be effective on:

9.4.1 the date specified in the notification as the date on which the change is to take place; or

9.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

10. APPROVALS

10.1 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

11. THE LOCAL AUTHORITIES' POWERS

11.1 Nothing in this Deed shall fetter the respective statutory rights, powers or duties of the Local Authorities such as their functions as local planning authorities, lead local flood authorities or as highway authorities as the case may be and nothing in this Deed (including its Schedules) shall require any of the Local Authorities to do anything that would be unlawful.

12. INTEREST

12.1 Where any obligation in this Deed is expressed to require the Developer to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the Payment Date to the date on which the sum of money is actually paid.

13. INDEXATION

13.1 All payments and financial contributions to be paid, provided or made available pursuant to this Deed and all maximum or capped liabilities under this Deed will be increased by reference to the amount of the increase in the Index from the date of this Deed until the date payment is due in accordance with the following formula (where the Index at Payment Date / Index at today's date is equal to or greater than one (1)):

$$\text{Amount Payable} = \text{Sum} \times (\text{Index at Payment Date} / \text{Index at today's date})$$

where:

"Amount Payable" is the amount of money required to be paid;

"Sum" is the amount of the Contribution or other sum of money stated in this Deed;

"Index at Payment Date" is the Index published two months before the Payment Date (for example, the Index published in January where the Payment Date is in March); and

"Index at today's date" is the relevant Index published two months prior to the date of this Deed.

14. **GOOD FAITH**

14.1 The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

15. **RIGHTS OF THIRD PARTIES**

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

16. **JURISDICTION**

16.1 This Deed 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 English law.

16.2 Each Party 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 Deed or its subject matter or formation (including non-contractual disputes or claims).

17. **COUNTERPARTS**

17.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

18. **COSTS**

18.1 The Developer shall pay on completion of this Deed the reasonable legal costs of CCC incurred in the preparation, negotiation and execution of this Deed.

18.2 The Developer shall pay on completion of this Deed the reasonable legal costs of SCC incurred in the preparation, negotiation and execution of this Deed.

19. **DISPUTE RESOLUTION**

19.1 In the event of any dispute arising between the Parties then the Parties to the dispute will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party of senior director level.

19.2 If the Parties are unable to resolve the dispute amicably pursuant to Clause 19.1 within 15 Working Days the Parties in respect of any matter contained in this Deed the same may be referred to the Expert by any Party serving the other Parties with a Notice.

19.3 The Notice must specify:

19.3.1 the nature, basis and brief description of the dispute;

19.3.2 the clause of this Deed or paragraph of a Schedule of this Deed to which the dispute has arisen; and

19.3.3 the proposed Expert.

19.4 The Expert shall be an independent person possessing expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within twenty (20) Working Days after the date of the Notice then any Party may request:

19.4.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;

- 19.4.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- 19.4.3 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; or
- 19.4.4 in all other cases, the President of the Law Society to nominate the Expert.
- 19.5 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at their discretion or in the event that they make no determination, such costs will be borne by the Parties to the dispute in equal shares.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that they are to determine submitted jointly by the Parties) subject to an express requirement that they reach a decision in accordance with clause 19.8.
- 19.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to them within twenty (20) Working Days from the date of their appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submission and material.
- 19.8 The Expert shall have regard to all representations and evidence before them when making their decision and reach their decision and communicate it to the Parties to the dispute in writing and with reasons for the decision within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of receipt of the written submissions and counter submissions under clause 19.7 above.
- 19.9 In the absence of manifest error the Expert's decision shall be binding on the Parties.
- 19.10 The Parties agree that nothing in clauses 19.1 to 19.9 shall prevent the Local Authorities from enforcing this Deed in accordance with the Order.

SCHEDULE 1

DEVELOPMENT CONSENT OBLIGATIONS

PART 1: Public Rights of Way (PRoW) and Connectivity Contribution

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Part of this Schedule (and elsewhere in this Deed where the context permits) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“CCC PRoW and Connectivity Contribution” means the sum of £250,000 payable to CCC, or such lesser figure pursuant to paragraph 2.6, such sum to be Index Linked (and where the amount of the contribution is to be reduced pursuant to paragraph 2.6, the amount of the contribution shall only be Index Linked once any deductions have been made to the sum of £250,000);

“CCC Public Access Mitigation Strategy Measures” means any or all of:

- (a) enhancements to existing Public Rights of Way;
- (b) creation of new Public Rights of Way or permissive paths;
- (c) upgrading or providing new connectivity points and/or ancillary facilities for users of Public Rights of Way or permissive paths; and
- (d) any preparatory, legal, administrative or compensation costs required in connection with any or all of the above

outside the Sites in order to improve connectivity and health in the vicinity of the Development;

“Public Rights of Way” or “(PRoW)” means a legally protected right of way for the public that is (or would, if created, be) the responsibility of CCC or SCC (as applicable);

“SCC PRoW and Connectivity Contribution” means the sum of £250,000 payable to SCC, or such lesser figure pursuant to paragraph 2.6.2, such sum to be Index Linked (and where the amount of the contribution is to be reduced pursuant to paragraph 2.6.2, the amount of the contribution shall only be Index Linked once any deductions have been made to the sum of £250,000); and

“SCC Public Access Mitigation Strategy Measures” means any or all of:

- (a) enhancements to existing Public Rights of Way;
- (b) creation of new Public Rights of Way or permissive paths;
- (c) upgrading or providing new connectivity points and/or ancillary facilities for users of Public Rights of Way or permissive paths; and
- (d) any preparatory, legal, administrative or compensation costs required in connection with any or all of the above

outside the Sites in order to improve connectivity and health in the vicinity of the Development.

2. PROW AND CONNECTIVITY CONTRIBUTION

- 2.1 Prior to Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), the Developer must pay:
- 2.1.1 the CCC PRow and Connectivity Contribution to CCC; and
 - 2.1.2 the SCC PRow and Connectivity Contribution to SCC.
- 2.2 CCC must:
- 2.2.1 use the CCC PRow and Connectivity Contribution for the CCC Public Access Mitigation Strategy Measures;
 - 2.2.2 use reasonable endeavours to consult with local organisations who represent users of the existing Public Rights of Way before deciding how to use the CCC PRow and Connectivity Contribution for the CCC Public Access Mitigation Strategy Measures; and
 - 2.2.3 where CCC wish to use the CCC PRow and Connectivity Contribution for CCC Public Access Mitigation Strategy Measures on the Landowners' Land this may only be done with the agreement of the applicable Landowner who has the freehold interest in the relevant part of the Landowners' Land subject to the proposed CCC Public Access Mitigation Strategy Measures.
- 2.3 SCC must:
- 2.3.1 use the SCC PRow and Connectivity Contribution for the SCC Public Access Mitigation Strategy Measures;
 - 2.3.2 use reasonable endeavours to consult with local organisations who represent users of the existing Public Rights of Way before deciding how to use the SCC PRow and Connectivity Contribution for the SCC Public Access Mitigation Strategy Measures; and
 - 2.3.3 where SCC wish to use the SCC PRow and Connectivity Contribution for SCC Public Access Mitigation Strategy Measures on the Landowners' Land this may only be done with the agreement of the applicable Landowner who has the freehold interest in the relevant part of the Landowners' Land subject to the proposed SCC Public Access Mitigation Strategy Measures.
- 2.4 Notwithstanding paragraphs 2.2.1 and 2.3.1 of this Part 1 of Schedule 1 the Parties hereby agree that SCC and CCC may do the following in respect of the use of the SCC PRow and Connectivity Contribution and CCC PRow and Connectivity Contribution for the purposes of the CCC Public Access Mitigation Strategy Measures and the SCC Public Access Mitigation Strategy Measures as the Parties acknowledge that the CCC Public Access Mitigation Strategy Measures and the SCC Public Access Mitigation Strategy Measures may include measures which cross the administrative areas of both SCC and CCC:
- 2.4.1 SCC and CCC may pool the SCC PRow and Connectivity Contribution and CCC PRow and Connectivity Contribution; and/or
 - 2.4.2 SCC and CCC may use the SCC PRow and Connectivity Contribution and/or CCC PRow and Connectivity Contribution (as appropriate) to defray or contribute towards any orders, agreements, works or maintenance and related expenses and administration that SCC or CCC (as appropriate) pursue or undertake (subject at all times to paragraphs 2.2.3 and 2.3.3 above).
- 2.5 Prior to the Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), the Developer must:

- 2.5.1 if one or both of the circumstances described in paragraph 2.5.1(a) or 2.5.1(b) applies, provide the Local Authorities with an updated Plan with revisions only to reflect one or both of the following:
- (a) The reduction in area of the Sites or Landowners' Land (or both) to reflect the Development as authorised by the Order; or
 - (b) The reduction in area of the Landowners' Land where the Developer has not been granted the necessary lease or rights over such land and is using compulsory acquisition powers under the Order in relation to such land in order to carry out the Development; or
- 2.5.2 if none of the circumstances described in paragraph 2.5.1(a) or 2.5.1(b) applies confirm in writing to the Local Authorities that no revisions to the Plan are required.
- 2.6 If the Development authorised by the Order (which, if the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, shall mean the Development authorised by the Order following final determination of such proceedings):
- 2.6.1 does not include all of the parcels (as shown on the Parameter Plans) listed in any of the rows 1, 2, 3 and 4 of Column 1 of Table 1, the amount of the CCC PRoW and Connectivity Contribution shall be reduced by the corresponding amount in Column 2 (up to a total maximum reduction of £89,285 for the CCC PRoW and Connectivity Contribution overall), and the SCC PRoW and Connectivity Contribution shall be reduced by the corresponding amount in Column 3 (up to a total maximum reduction of £0); or
- 2.6.2 does include some but not all of the parcels (as shown on the Parameter Plans) listed in any of the rows 1, 2, 3 and 4 of Column 1 of Table 1 or removes other parcels shown on the Parameter Plans but which are not included in Column 1 of Table 1, the Parties shall agree any reduction in the CCC PRoW and Connectivity Contribution and the SCC PRoW and Connectivity Contribution prior to the Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), with the amount of the combined total reduction for both contributions not to exceed £89,285.

Table 1

| | Column 1 | Column 2 | Column 3 |
|---|---|-----------------|-----------------|
| 1 | All of parcel E05 | £17,857 | - |
| 2 | All of parcels W03, W04 and W05 | £35,714 | - |
| 3 | All of parcels W06, W07, W08, W09, W10, W11 and W12 | £35,714 | - |
| 4 | All of parcels E12 and E13 | - | £0 |

PART 2: Stone Curlew Research

3. DEFINITIONS AND INTERPRETATION

- 3.1 Where in this Part of this Schedule (and elsewhere in this Deed where the context permits) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"RSPB" means the Royal Society for Protection of Birds of The Lodge, Potton Road, Sandy SG19 2DL (registered charity England and Wales no. 207076);

"Stone Curlew Research Contribution" means the sum of £140,000 Index Linked; and

"Stone Curlew Research" means monitoring Stone Curlew in the Breckland area and undertaking specific research projects with such research projects to be approved by the Ecology Advisory Group

(following consultation with Natural England) before they are carried out, and which shall be designed to increase understanding of the impacts (if any) of solar farm development on the Stone Curlew population within the Breckland edge landscape and how such impact (if any) may be minimised and/or effectively mitigated (unless otherwise agreed in writing with the Local Authorities).

4. STONE CURLEW RESEARCH

4.1 Prior to Commencement of the Development the Developer must:

4.1.1 pay to RSPB the Stone Curlew Research Contribution and procure a commitment from RSPB that the Stone Curlew Research Contribution will be used for the Stone Curlew Research; or

4.1.2 if, within 6 months of being approached by the Developer (or such longer period as is agreed in writing between the Parties), RSPB decline to give the commitment in paragraph 4.1.1 the Developer shall undertake the Stone Curlew Research and engage a suitably qualified ecologist to carry out the Stone Curlew Research up to the value of the Stone Curlew Research Contribution; and

4.1.3 in either case, notify the Local Authorities of its compliance with paragraph 4.1.1 or 4.1.2, providing evidence to demonstrate such compliance.

4.2 Following the notification given by the Developer pursuant to paragraph 4.1.3 if such notification has confirmed compliance with paragraph 4.1.1 the Developer shall ensure the RSPB carry out the Stone Curlew Research:

4.3 The Developer shall provide a written update to the Local Authorities with respect to the carrying out of the Stone Curlew Research on the first anniversary of the notification provided under paragraph 4.1.3 of this Part 2 Schedule 1 and on subsequent anniversaries of this date until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

4.4 The Developer shall provide a written update on the carrying out of the Stone Curlew Research to the Ecology Advisory Group if requested to provide such an update to the Ecology Advisory Group by either the Local Authorities or the Ecology Advisory Group.

4.5 If the RSPB are to carry out the Stone Curlew Research pursuant to paragraph 4.1.1 the Developer shall continue to comply with its obligations in paragraphs 4.2, 4.3 and 4.4 until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

4.6 If the Developer is to carry out the Stone Curlew Research pursuant to paragraph 4.1.2 the Developer shall continue to comply with its obligations in paragraphs 4.1.2, 4.3 and 4.4 until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

IN WITNESS whereof the parties hereto have executed this agreement as a deed on the date and year first before written

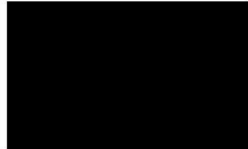
EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of **CAMBRIDGESHIRE COUNTY COUNCIL** in the presence of:-

)
)
)

Authorised Signatory

The Common Seal of **SUFFOLK COUNTY COUNCIL** was affixed in the presence of:-

)
)
)



Authorised Signatory



Executed as a Deed (but not delivered until the date hereof) by **SUNNICA LIMITED** acting by two directors:-

.....
Signature of Director

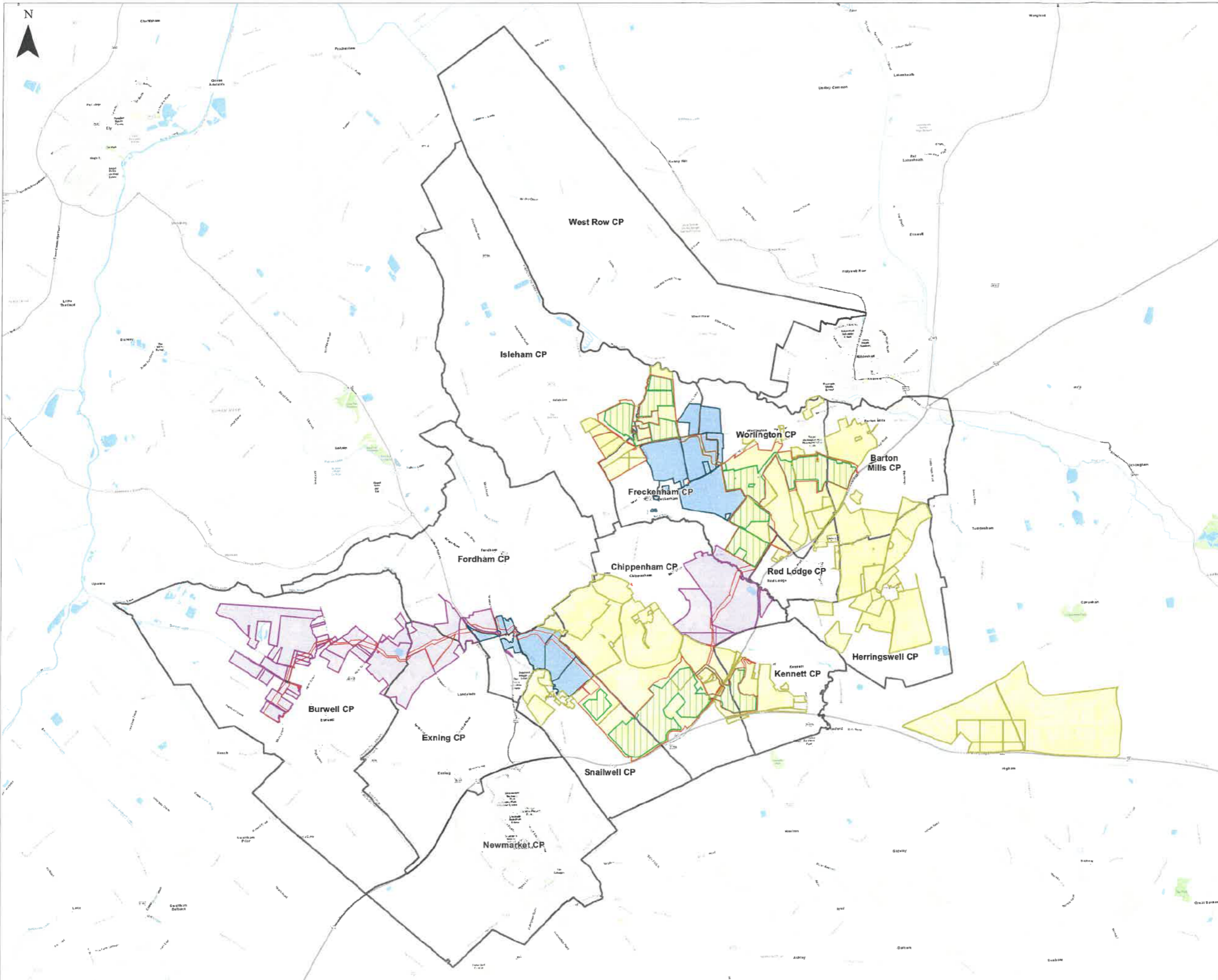
.....
Name of Director

.....
Signature of Director

.....
Name of Director

APPENDIX 1

PLAN



The Sunnica Energy Farm Order
S.106 Agreement Land Plan

Key

- Order limits
- Principal Sites (Work No. 1 & 2)
- Parish Boundary
- Principal Site Landownership
- Cable route titles to be identified in the s106 agreement
- Remaining cable route titles

JM

0 800 1,600 2,400 3,200 Metres

Notes

1. All dimensions are in metres unless stated otherwise

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| Ver | Date | Description of Change |
|-----|----------|---------------------------|
| 00 | MAR 2022 | SUBMISSION FOR DEADLINE 7 |

DRAWING STATUS: DRAFT

wsp

WSP House, 70 Chancery Lane, London WC2A 1AF, UK
 T +44 (0)20 7314 5000
 wsp.com

CLIENT: **sunnica** energy farm

PROJECT: Sunnica Energy Farm Development Consent Order (DCO)

TITLE: Sunnica S.106 Agreement Land Plan

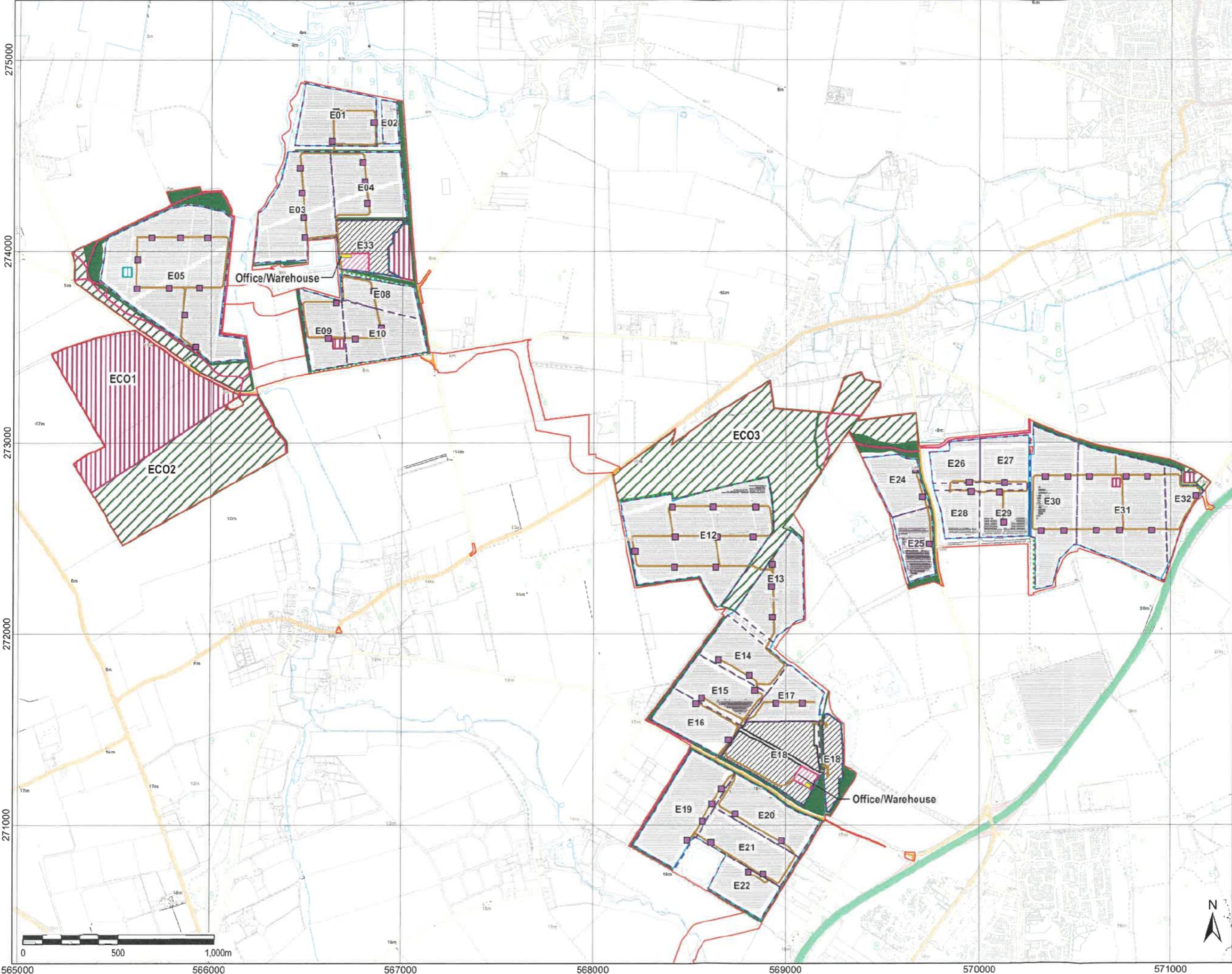
| | | |
|-----------------------|--------------|------------------|
| SCALE: 1:40,000 | DRAWN: MF | APPROVED: VB |
| PROJECT No: 700509-15 | DESIGNED: NM | DATE: 2023.02.23 |

DRAWING No: 70050915-230301-WSP-PLN-DCO-001-BS

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APPENDIX 2
PARAMETER PLANS



THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF ISSUE THAT IT WAS ISSUED FOR AND IS SUBJECT TO AMENDMENT

- LEGEND**
- The Order Limits
 - Public Highway within Scheme
 - Developable Area
 - Bomber Crash Site Exclusion Area
 - Boundary Fence
 - BESS and Substation
 - Compound Area (Permanent)
 - Solar PV Array
 - Illustrative Locations of Solar Stations
 - Proposed Road
 - Permissive Path
 - Native Grassland Planting
 - Native Grassland Planting within Archaeological Mitigation Areas
 - Proposed Woodland (new planting or infilling of existing vegetation)
 - Hedgerow With Scattered Trees
 - Proposed Hedgerow (new planting or infilling of existing vegetation)

Note: Developable fields previously referred to as E07, E11 and E23 are no longer being developed with solar infrastructure and now form part of the mitigation strategy. However, the field numbering for the remaining developable fields has been retained for consistency.

Document Reference: E010100APP03
APP Registration: 02/04

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Purpose of Issue
FOR DCO SUBMISSION

Client
SUNNICA LTD



Drawing Title
**FIGURE 3-1
SUNNICA EAST
PARAMETER PLAN
ILLUSTRATIVE**

| | | | |
|--|----------------|------------------------|--------------------|
| Drawn LL | Checked DJW | Approved NC | Date 01/03/2023 |
| AECOM Internal Project No. 60589004 | | Scale @ A3 1:18,000 | |

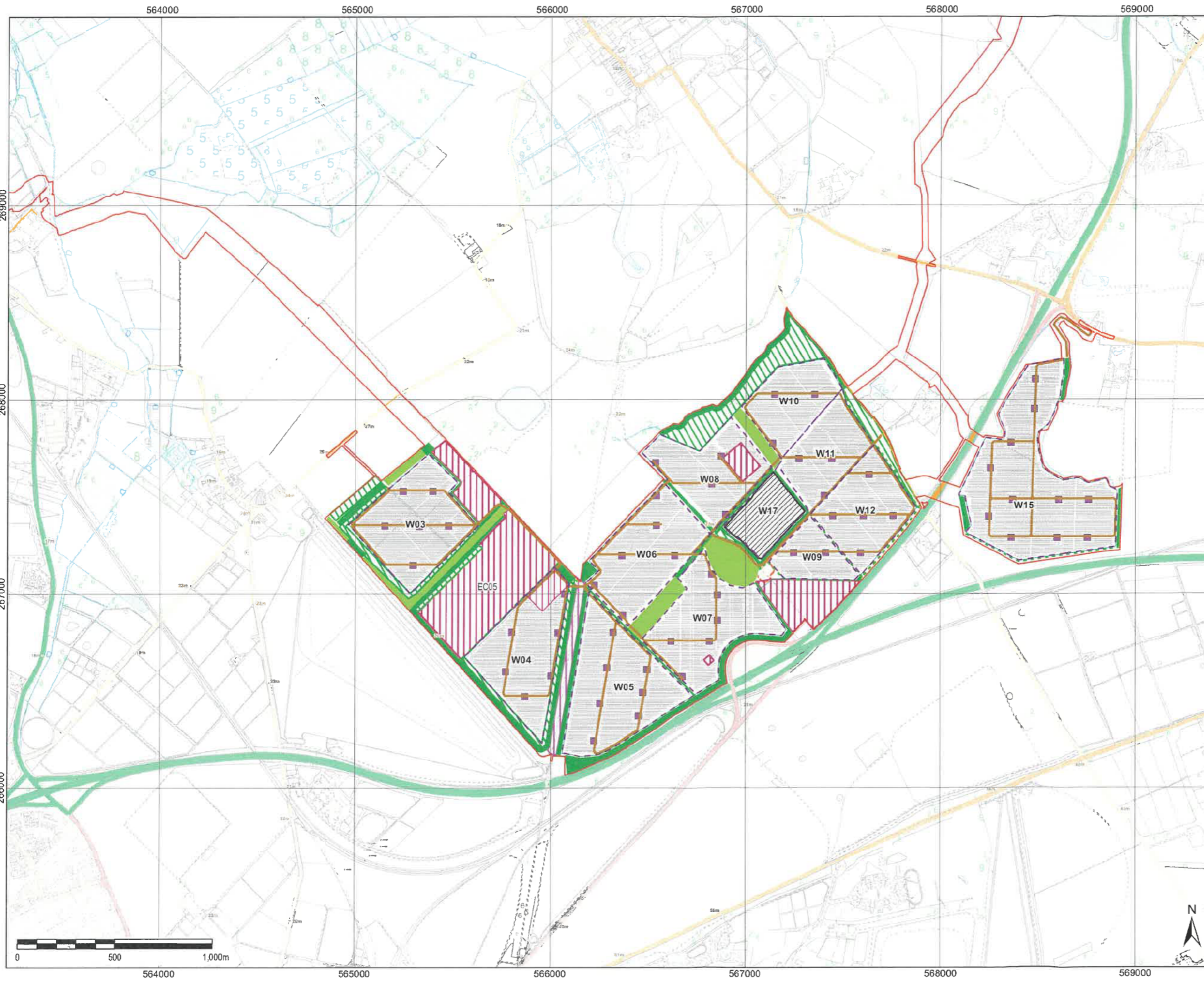
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| | |
|---|-----------------|
| Drawing Number 60589004_ES_SD_001 | Rev 1 |
|---|-----------------|

File Name: \\aecomnet.com\UK\UCBC\GIS\Jobs\PP-304327_Sunnica_Energy_Farm\400_Technical\434_Technical Disciplines\17_GIS\Layout\FRAI\303228_SunnicaEnergyFarm_Figure2_SunnicaWestParameterPlan_FloodZones11.mxd



THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF ISSUE THAT IT WAS ISSUED FOR AND IS SUBJECT TO AMENDMENT

LEGEND

- The Order Limits
- Public Highway Within Scheme
- Developable Area
- Boundary Fence
- BESS and Substation
- Solar PV Array
- Woodstore - 20m Buffer
- Illustrative Location Solar Stations
- Proposed Road

Green Infrastructure

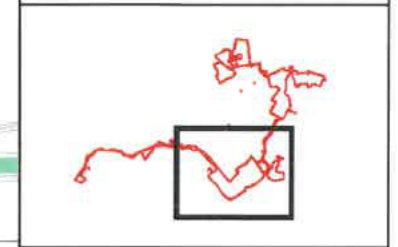
- Heritage Offset with additional planting along the Avenue
- Native Grassland Planting
- Native Grassland Planting within Archaeological Areas
- Proposed Woodland
- Retained Woodland
- Proposed Hedgerow

JAV

Note: Developable fields previously referred to as W13, W14 and W15 are no longer within the Order Limits; however, the field numbering for the remaining developable fields has been retained for consistency.

Document Reference: EN10106APP18.3
APFP Regulation: 5(2)(a)

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Purpose of Issue
FOR DCO SUBMISSION

Client
SUNNICA LTD



Drawing Title
**FIGURE 3-2
SUNNICA WEST
PARAMETER PLAN
ILLUSTRATIVE**

| | | | |
|--|---------------|------------------------|--------------------|
| Drawn HW | Checked LL | Approved NC | Date 28/02/2023 |
| AECOM Internal Project No. 60589004 | | Scale @ A3 1:17,500 | |

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Drawing Number
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Rev
1



DATED 28 March **2023**

(1) SUNNICA LIMITED

(2) CAMBRIDGESHIRE COUNTY COUNCIL

(3) SUFFOLK COUNTY COUNCIL

DEED OF OBLIGATION

**pursuant to Section 111 of the Local Government Act
1972 and Section 1 of the Localism Act 2011
and all other powers enabling
relating to the
Sunnica Energy Farm in the County Council
administrative areas of Cambridgeshire and Suffolk**

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THIS DEED is made on 28 March

2023

BETWEEN:

- (1) **SUNNICA LIMITED** whose registered office is at 2 Crossways Business Centre Bicester Road, Kingswood, Aylesbury, England, HP18 0RA (company number 08826077) (the "**Developer**");
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall, Emery Crescent, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4YE ("**CCC**"); and
- (3) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**SCC**")

WHEREAS:

- (A) CCC and SCC are (with respect to their own administrative areas) local planning authorities, highway authorities (except for trunk roads), waste planning authorities, lead local flood authorities, the education authorities and minerals planning authorities for the area in which the Sites are situated.
- (B) On 18 November 2021 the Developer submitted the Application to the Secretary of State for development consent to construct, operate and decommission the Development. The Application was accepted for examination by the Secretary of State on 16 December 2021.
- (C) It is intended that the Developer will be the undertaker for the purposes of the Order and the Developer intends to construct, operate and decommission the Development as authorised by the Order.
- (D) The Parties have agreed to enter into this Deed in order to secure the performance of the obligations contained in it.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Deed (which shall include the Recitals, Schedules and Plans hereto) 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 |
| " 2008 Act " | means the Planning Act 2008 |
| " Application " | means the application for the Order under section 37 of the Planning Act 2008 in relation to the Development and submitted to the Secretary of State and given reference number EN010106 |
| " Article " | means an article of the Order and where a particular article is referenced in this Deed, for example Article 2, this is a reference to the article of that number included in the draft development consent order submitted at deadline 10 of the examination of the Application on 24 March 2023 but shall be modified as far as may be necessary to reflect changes and/or renumbering of articles in the development consent order as made by the Secretary of State pursuant to the Application |
| " Commence " | has the same meaning as in Article 2 of the Order and the words " Commencement " and " Commenced " and cognate expressions are to be construed accordingly |

| | |
|--|--|
| “Contributions” | means the CCC PRoW and Connectivity Contribution, SCC PRoW and Connectivity Contribution and the Stone Curlew Research Contribution to be paid by the Developer pursuant to this Deed and its Schedules and “Contribution” means any one of these |
| “Date of Commencement” | of means the date of Commencement of works pursuant to the Order, and as notified to the Local Authorities pursuant to clause 4.4.2 |
| “Date of Decommissioning” | of means the date on which the Developer commences the decommissioning of the Development in accordance with the Decommissioning Environmental Management Plan approved under Requirement 22 of the Order, and as notified to the Local Authorities pursuant to clause 4.4.3 |
| “Date of Final Decommissioning” | means the date on which the Developer completes the decommissioning of the Development in accordance with the Decommissioning Environmental Management Plan approved under Requirement 22 of the Order, and as notified to the Local Authorities pursuant to clause 4.4.4 |
| “Deed” | means this deed made under section 111 of the 1972 Act and all other powers enabling |
| “Development” | means the authorised development as defined in and authorised by Schedule 1 to the Order |
| “Ecology Advisory Group” | means the Ecology Advisory Group (or “EAG”) as defined in section 6.2 of the OLEMP and any update to this definition in a written landscape and ecology management plan or plans as may be approved pursuant to Requirement 8 |
| “Expert” | means the expert appointed by any of the Parties pursuant to Clause 19 |
| “Index” | means the Retail Price Index |
| “Index Linked” | means indexed in accordance with Clause 13 |
| “Interest Rate” | means 4% above the Bank of England base rate applicable at the date the relevant payment is due |
| “Landowners” | means the owners of the freehold interest in the Landowners’ Land |
| “Landowners’ Land” | means the land shown shaded yellow or blue on the Plan |
| “Local Authorities” | means CCC and SCC and their successors in function |
| “Notice” | means the written notification given by any Party to the other Parties of their intention to refer to the Expert any dispute arising between the Parties in respect of any matter contained in this Deed, such notice to specify the matters set out in Clause 19 |
| “Order” | means the development consent order to be made pursuant to the Application |
| “OLEMP” | has the same meaning as given to the term “outline landscape and ecology management plan” in Article 2 of the Order |
| “Parameter Plans” | means the parameter plans attached to this Deed at Appendix 2 with references 60589004_ES_SD_001 Rev 1 and 60589004_ES_SD_002 Rev 2 |

| | |
|--------------------------------------|---|
| “Parties” | means CCC, SCC and the Developer and “Party” means any one of them as the context so requires |
| “Payment Date” | means the date when a Contribution (including a part of a Contribution where such Contribution is to be paid in tranches) or other sum of money is due to be paid, provided or made available by the Developer pursuant to this Deed or its Schedules; |
| “Permitted Preliminary Works” | has the same meaning as in Article 2 of the Order |
| “Plan” | means the plan attached to this Deed at Appendix 1 showing the Sites and the Landowners’ Land, or such revised plan as may be submitted to the Local Authorities by the Developer pursuant to paragraph 2.5.1 of Schedule 1 |
| “Requirement” | means the requirements in Schedule 2 to the Order and where a particular requirement is referenced in this Deed, for example Requirement 22, this is a reference to the requirement of that number included in the draft development consent order submitted at deadline 10 of the examination of the Application but shall be modified as far as may be necessary to reflect changes and/or renumbering of requirements in the development consent order as made by the Secretary of State pursuant to the Application |
| “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 nationally significant infrastructure projects relating to energy development |
| “Sites” | means the land on which part of the Development is situated and shown hatched green on the Plan |
| “Undertaking” | means the benefit of the Order to construct and/or operate Work No.1 and/or Work No. 2 as set out in Schedule 1 to the Order |
| “Working Day” | means any day (apart from Saturday, Sunday, the days between 24 December to 1 January inclusive, and any statutory bank holiday) on which clearing banks are open in England for the transaction of ordinary business |

1.2 In this Deed, 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 the Local Authorities include the successors to their statutory function as local planning authorities;
- 1.2.4 references to the Developer shall include any entity who takes a transfer or grant of all or part of the Undertaking pursuant to the Order;
- 1.2.5 references to an organisation, body or person who is not defined in this Deed shall mean that organisation, body or person as at the date of this Deed or their successor organisation, body or person;

- 1.2.6 references to clauses, paragraphs and Schedules are unless otherwise stated references to the relevant clauses and paragraphs of and Schedules to this Deed;
- 1.2.7 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.8 references in this Deed to statutes, by-laws, regulations, orders and 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 Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.10 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect;
- 1.2.11 terms and expressions defined in the schedules shall have the meanings specified wherever those terms and expressions are used in this Deed;
- 1.2.12 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.13 references to "notice" shall mean notice in writing;
- 1.2.14 references to "including" shall mean including without limitation;
- 1.2.15 the Interpretation Act 1978 shall apply to this Deed; and
- 1.2.16 the Deed shall be a local land charge in respect of all freehold or leasehold interests the Sites owned by the Developer and for the purposes of the Local Land Charges Act 1975 the authority by whom the obligation is enforceable shall be treated as the originating authority as respects such a charge.

2. **LEGAL EFFECT**

- 2.1 This Deed is made pursuant to section 111 of the 1972 Act, section 1 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The obligations, covenants and undertakings on the part of the Developer in this Deed are, subject to Clause 6, entered into with the intent that they shall be enforceable by the Local Authorities (either separately or jointly) against the Developer and any transferees or grantees of the benefit of the Undertaking pursuant to the Order and are entered into as obligations, covenants and undertakings in pursuance of the powers referred to in clause 2.1 with the intent that they shall be enforceable under contract.

3. **CONDITIONALITY**

- 3.1 Subject to clause 3.2, the Parties agree that:
 - 3.1.1 Clauses 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18 and 19, shall have operative effect upon the date of this Deed; and
 - 3.1.2 Clauses 4, 5, 12 and 13 shall not have operative effect unless and until the Order has come into force.
- 3.2 Where the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act:

- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Development has been Commenced or Permitted Preliminary Works carried out; and
 - 3.2.2 if following the final determination of such proceedings the Development authorised by the Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.
- 3.3 Wherever in this Deed 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 (excluding any application under CPR 52.30);
 - (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 and any time for appealing such a refusal expires without such an appeal having been made or having been refused (excluding any application under CPR 52.30); or
 - (c) when any appeal is finally determined and no further appeal may be made (excluding any application under CPR 52.30).
- 3.4 The Parties agree that Part 2 of Schedule 1 (Stone Curlew Research) shall not have operative effect if the Development authorised by the Order (which, if the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, shall mean the Development authorised by the Order following final determination of such proceedings) does not include any of parcels EC01, EC02, EC03, E05, E12 or E13 as shown on the Parameter Plans.

4. **DEVELOPER'S OBLIGATIONS**

- 4.1 The Developer covenants with CCC to observe and perform the obligations, undertakings, covenants and agreements in Schedule 1.
- 4.2 The Developer covenants with SCC to observe and perform the obligations, undertakings, covenants and agreements in Schedule 1.
- 4.3 The Developer shall give three months advanced notice in writing to the Local Authorities of the anticipated date of:
 - 4.3.1 The Commencement of the Development; and
 - 4.3.2 The carrying out of the first of the Permitted Preliminary Works.
- 4.4 The Developer shall give 20 Working Days advanced notice in writing to the Local Authorities of the anticipated date of:
 - 4.4.1 The carrying out of the first of the Permitted Preliminary Works
 - 4.4.2 The Date of Commencement;
 - 4.4.3 The Date of Decommissioning;
 - 4.4.4 The Date of Final Decommissioning; and
 - 4.4.5 Where the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, the date the Development authorised by the Order is capable of being

Commenced (if the Development is capable of being commenced in accordance with clause 3.2.2).

4.5 Where any payment in this Deed is expressed to be payable on or before an event or activity, the Developer covenants that it shall not commence that event or activity until the relevant payment has been made.

5. **THE LOCAL AUTHORITIES' OBLIGATIONS**

5.1 CCC covenants with the Developer to observe and perform the covenants and obligations on their part contained in Schedule 1.

5.2 SCC covenants with the Developer to observe and perform the covenants and obligations on their part contained in Schedule 1.

6. **RELEASE AND ASSIGNMENT**

6.1 The Developer shall not be liable for any breach of the obligations or other provisions of this Deed after it shall have parted with the entire Undertaking pursuant to Article 33 (Consent to transfer the benefit of the Order) of the Order but without prejudice to any rights of the Local Authorities or either of them in respect of any antecedent breach of those obligations.

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

7.1 Nothing in this Deed shall be construed as prohibiting or limiting the rights of the Developer to use or develop any part of the Sites 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 Deed, other than the Order (and for the avoidance of doubt for the purposes of this Clause 7.1 the Order shall include any non-material or material change or any other variation or alteration made to the Order).

8. **EXPIRY**

8.1 If the Order expires or is quashed or revoked prior to Commencement then this Deed shall immediately determine and cease to have effect.

9. **NOTICES**

9.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below 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 (unless the receiving party agrees to receive the notice electronically) 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 special delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.

9.3 A notice or communication shall be served or given:

9.3.1 on CCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of the Assistant Director, Place & Sustainability;

9.3.2 on SCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for

the attention of Executive Director of Growth, Highways and Infrastructure with the reference of "SUNNICA SECTION 106 AGREEMENT"; and

9.3.3 on the Developer at its address above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of Luke Murray, Director, Sunnica Limited.

9.4 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 PROVIDED THAT such notification shall only be effective on:

9.4.1 the date specified in the notification as the date on which the change is to take place; or

9.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

10. APPROVALS

10.1 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

11. THE LOCAL AUTHORITIES' POWERS

11.1 Nothing in this Deed shall fetter the respective statutory rights, powers or duties of the Local Authorities such as their functions as local planning authorities, lead local flood authorities or as highway authorities as the case may be and nothing in this Deed (including its Schedules) shall require any of the Local Authorities to do anything that would be unlawful.

12. INTEREST

12.1 Where any obligation in this Deed is expressed to require the Developer to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the Payment Date to the date on which the sum of money is actually paid.

13. INDEXATION

13.1 All payments and financial contributions to be paid, provided or made available pursuant to this Deed and all maximum or capped liabilities under this Deed will be increased by reference to the amount of the increase in the Index from the date of this Deed until the date payment is due in accordance with the following formula (where the Index at Payment Date / Index at today's date is equal to or greater than one (1)):

$$\text{Amount Payable} = \text{Sum} \times (\text{Index at Payment Date} / \text{Index at today's date})$$

where:

"Amount Payable" is the amount of money required to be paid;

"Sum" is the amount of the Contribution or other sum of money stated in this Deed;

"Index at Payment Date" is the Index published two months before the Payment Date (for example, the Index published in January where the Payment Date is in March); and

"Index at today's date" is the relevant Index published two months prior to the date of this Deed.

14. **GOOD FAITH**

14.1 The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

15. **RIGHTS OF THIRD PARTIES**

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

16. **JURISDICTION**

16.1 This Deed 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 English law.

16.2 Each Party 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 Deed or its subject matter or formation (including non-contractual disputes or claims).

17. **COUNTERPARTS**

17.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

18. **COSTS**

18.1 The Developer shall pay on completion of this Deed the reasonable legal costs of CCC incurred in the preparation, negotiation and execution of this Deed.

18.2 The Developer shall pay on completion of this Deed the reasonable legal costs of SCC incurred in the preparation, negotiation and execution of this Deed.

19. **DISPUTE RESOLUTION**

19.1 In the event of any dispute arising between the Parties then the Parties to the dispute will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party of senior director level.

19.2 If the Parties are unable to resolve the dispute amicably pursuant to Clause 19.1 within 15 Working Days the Parties in respect of any matter contained in this Deed the same may be referred to the Expert by any Party serving the other Parties with a Notice.

19.3 The Notice must specify:

19.3.1 the nature, basis and brief description of the dispute;

19.3.2 the clause of this Deed or paragraph of a Schedule of this Deed to which the dispute has arisen; and

19.3.3 the proposed Expert.

19.4 The Expert shall be an independent person possessing expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within twenty (20) Working Days after the date of the Notice then any Party may request:

19.4.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;

- 19.4.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
 - 19.4.3 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; or
 - 19.4.4 in all other cases, the President of the Law Society to nominate the Expert.
- 19.5 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at their discretion or in the event that they make no determination, such costs will be borne by the Parties to the dispute in equal shares.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that they are to determine submitted jointly by the Parties) subject to an express requirement that they reach a decision in accordance with clause 19.8.
- 19.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to them within twenty (20) Working Days from the date of their appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submission and material.
- 19.8 The Expert shall have regard to all representations and evidence before them when making their decision and reach their decision and communicate it to the Parties to the dispute in writing and with reasons for the decision within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of receipt of the written submissions and counter submissions under clause 19.7 above.
- 19.9 In the absence of manifest error the Expert's decision shall be binding on the Parties.
- 19.10 The Parties agree that nothing in clauses 19.1 to 19.9 shall prevent the Local Authorities from enforcing this Deed in accordance with the Order.

SCHEDULE 1

DEVELOPMENT CONSENT OBLIGATIONS

PART 1: Public Rights of Way (PRoW) and Connectivity Contribution

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Part of this Schedule (and elsewhere in this Deed where the context permits) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

“CCC PRoW and Connectivity Contribution” means the sum of £250,000 payable to CCC, or such lesser figure pursuant to paragraph 2.6, such sum to be Index Linked (and where the amount of the contribution is to be reduced pursuant to paragraph 2.6, the amount of the contribution shall only be Index Linked once any deductions have been made to the sum of £250,000);

“CCC Public Access Mitigation Strategy Measures” means any or all of:

- (a) enhancements to existing Public Rights of Way;
- (b) creation of new Public Rights of Way or permissive paths;
- (c) upgrading or providing new connectivity points and/or ancillary facilities for users of Public Rights of Way or permissive paths; and
- (d) any preparatory, legal, administrative or compensation costs required in connection with any or all of the above

outside the Sites in order to improve connectivity and health in the vicinity of the Development;

“Public Rights of Way” or “(PRoW)” means a legally protected right of way for the public that is (or would, if created, be) the responsibility of CCC or SCC (as applicable);

“SCC PRoW and Connectivity Contribution” means the sum of £250,000 payable to SCC, or such lesser figure pursuant to paragraph 2.6.2, such sum to be Index Linked (and where the amount of the contribution is to be reduced pursuant to paragraph 2.6.2, the amount of the contribution shall only be Index Linked once any deductions have been made to the sum of £250,000); and

“SCC Public Access Mitigation Strategy Measures” means any or all of:

- (a) enhancements to existing Public Rights of Way;
- (b) creation of new Public Rights of Way or permissive paths;
- (c) upgrading or providing new connectivity points and/or ancillary facilities for users of Public Rights of Way or permissive paths; and
- (d) any preparatory, legal, administrative or compensation costs required in connection with any or all of the above

outside the Sites in order to improve connectivity and health in the vicinity of the Development.

2. PROW AND CONNECTIVITY CONTRIBUTION

- 2.1 Prior to Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), the Developer must pay:
- 2.1.1 the CCC PRow and Connectivity Contribution to CCC; and
 - 2.1.2 the SCC PRow and Connectivity Contribution to SCC.
- 2.2 CCC must:
- 2.2.1 use the CCC PRow and Connectivity Contribution for the CCC Public Access Mitigation Strategy Measures;
 - 2.2.2 use reasonable endeavours to consult with local organisations who represent users of the existing Public Rights of Way before deciding how to use the CCC PRow and Connectivity Contribution for the CCC Public Access Mitigation Strategy Measures; and
 - 2.2.3 where CCC wish to use the CCC PRow and Connectivity Contribution for CCC Public Access Mitigation Strategy Measures on the Landowners' Land this may only be done with the agreement of the applicable Landowner who has the freehold interest in the relevant part of the Landowners' Land subject to the proposed CCC Public Access Mitigation Strategy Measures.
- 2.3 SCC must:
- 2.3.1 use the SCC PRow and Connectivity Contribution for the SCC Public Access Mitigation Strategy Measures;
 - 2.3.2 use reasonable endeavours to consult with local organisations who represent users of the existing Public Rights of Way before deciding how to use the SCC PRow and Connectivity Contribution for the SCC Public Access Mitigation Strategy Measures; and
 - 2.3.3 where SCC wish to use the SCC PRow and Connectivity Contribution for SCC Public Access Mitigation Strategy Measures on the Landowners' Land this may only be done with the agreement of the applicable Landowner who has the freehold interest in the relevant part of the Landowners' Land subject to the proposed SCC Public Access Mitigation Strategy Measures.
- 2.4 Notwithstanding paragraphs 2.2.1 and 2.3.1 of this Part 1 of Schedule 1 the Parties hereby agree that SCC and CCC may do the following in respect of the use of the SCC PRow and Connectivity Contribution and CCC PRow and Connectivity Contribution for the purposes of the CCC Public Access Mitigation Strategy Measures and the SCC Public Access Mitigation Strategy Measures as the Parties acknowledge that the CCC Public Access Mitigation Strategy Measures and the SCC Public Access Mitigation Strategy Measures may include measures which cross the administrative areas of both SCC and CCC:
- 2.4.1 SCC and CCC may pool the SCC PRow and Connectivity Contribution and CCC PRow and Connectivity Contribution; and/or
 - 2.4.2 SCC and CCC may use the SCC PRow and Connectivity Contribution and/or CCC PRow and Connectivity Contribution (as appropriate) to defray or contribute towards any orders, agreements, works or maintenance and related expenses and administration that SCC or CCC (as appropriate) pursue or undertake (subject at all times to paragraphs 2.2.3 and 2.3.3 above).
- 2.5 Prior to the Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), the Developer must:

- 2.5.1 if one or both of the circumstances described in paragraph 2.5.1(a) or 2.5.1(b) applies, provide the Local Authorities with an updated Plan with revisions only to reflect one or both of the following:
- (a) The reduction in area of the Sites or Landowners' Land (or both) to reflect the Development as authorised by the Order; or
 - (b) The reduction in area of the Landowners' Land where the Developer has not been granted the necessary lease or rights over such land and is using compulsory acquisition powers under the Order in relation to such land in order to carry out the Development; or
- 2.5.2 if none of the circumstances described in paragraph 2.5.1(a) or 2.5.1(b) applies confirm in writing to the Local Authorities that no revisions to the Plan are required.

2.6 If the Development authorised by the Order (which, if the Order becomes the subject of any judicial review proceedings under section 118 of the 2008 Act, shall mean the Development authorised by the Order following final determination of such proceedings):

- 2.6.1 does not include all of the parcels (as shown on the Parameter Plans) listed in any of the rows 1, 2, 3 and 4 of Column 1 of Table 1, the amount of the CCC PRoW and Connectivity Contribution shall be reduced by the corresponding amount in Column 2 (up to a total maximum reduction of £89,285 for the CCC PRoW and Connectivity Contribution overall), and the SCC PRoW and Connectivity Contribution shall be reduced by the corresponding amount in Column 3 (up to a total maximum reduction of £0); or
- 2.6.2 does include some but not all of the parcels (as shown on the Parameter Plans) listed in any of the rows 1, 2, 3 and 4 of Column 1 of Table 1 or removes other parcels shown on the Parameter Plans but which are not included in Column 1 of Table 1, the Parties shall agree any reduction in the CCC PRoW and Connectivity Contribution and the SCC PRoW and Connectivity Contribution prior to the Commencement of the Development or the carrying out of any Permitted Preliminary Works (whichever is earliest), with the amount of the combined total reduction for both contributions not to exceed £89,285.

Table 1

| | Column 1 | Column 2 | Column 3 |
|---|---|-----------------|-----------------|
| 1 | All of parcel E05 | £17,857 | - |
| 2 | All of parcels W03, W04 and W05 | £35,714 | - |
| 3 | All of parcels W06, W07, W08, W09, W10, W11 and W12 | £35,714 | - |
| 4 | All of parcels E12 and E13 | - | £0 |

PART 2: Stone Curlew Research

3. DEFINITIONS AND INTERPRETATION

- 3.1 Where in this Part of this Schedule (and elsewhere in this Deed where the context permits) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"RSPB" means the Royal Society for Protection of Birds of The Lodge, Potton Road, Sandy SG19 2DL (registered charity England and Wales no. 207076);

"Stone Curlew Research Contribution" means the sum of £140,000 Index Linked; and

"Stone Curlew Research" means monitoring Stone Curlew in the Breckland area and undertaking specific research projects with such research projects to be approved by the Ecology Advisory Group

(following consultation with Natural England) before they are carried out, and which shall be designed to increase understanding of the impacts (if any) of solar farm development on the Stone Curlew population within the Breckland edge landscape and how such impact (if any) may be minimised and/or effectively mitigated (unless otherwise agreed in writing with the Local Authorities).

4. STONE CURLEW RESEARCH

4.1 Prior to Commencement of the Development the Developer must:

4.1.1 pay to RSPB the Stone Curlew Research Contribution and procure a commitment from RSPB that the Stone Curlew Research Contribution will be used for the Stone Curlew Research; or

4.1.2 if, within 6 months of being approached by the Developer (or such longer period as is agreed in writing between the Parties), RSPB decline to give the commitment in paragraph 4.1.1 the Developer shall undertake the Stone Curlew Research and engage a suitably qualified ecologist to carry out the Stone Curlew Research up to the value of the Stone Curlew Research Contribution; and

4.1.3 in either case, notify the Local Authorities of its compliance with paragraph 4.1.1 or 4.1.2, providing evidence to demonstrate such compliance.

4.2 Following the notification given by the Developer pursuant to paragraph 4.1.3 if such notification has confirmed compliance with paragraph 4.1.1 the Developer shall ensure the RSPB carry out the Stone Curlew Research:

4.3 The Developer shall provide a written update to the Local Authorities with respect to the carrying out of the Stone Curlew Research on the first anniversary of the notification provided under paragraph 4.1.3 of this Part 2 Schedule 1 and on subsequent anniversaries of this date until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

4.4 The Developer shall provide a written update on the carrying out of the Stone Curlew Research to the Ecology Advisory Group if requested to provide such an update to the Ecology Advisory Group by either the Local Authorities or the Ecology Advisory Group.

4.5 If the RSPB are to carry out the Stone Curlew Research pursuant to paragraph 4.1.1 the Developer shall continue to comply with its obligations in paragraphs 4.2, 4.3 and 4.4 until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

4.6 If the Developer is to carry out the Stone Curlew Research pursuant to paragraph 4.1.2 the Developer shall continue to comply with its obligations in paragraphs 4.1.2, 4.3 and 4.4 until the Developer provides the Local Authorities with written confirmation from the Ecology Advisory Group that the Stone Curlew Research has been completed to its reasonable satisfaction.

IN WITNESS whereof the parties hereto have executed this agreement as a deed on the date and year first before written

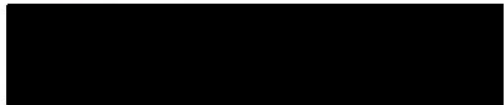
EXECUTED as a Deed (but not)
delivered until dated))
by affixing)
the Common Seal of)
CAMBRIDGESHIRE COUNTY COUNCIL
in the presence of:-

Authorised Signatory

The Common Seal of)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:-)

Authorised Signatory

Executed as a Deed (but not delivered until the date hereof) by **SUNNICA LIMITED** acting by two directors:-



Signature of Director

M. Luke Murray
.....
Name of Director

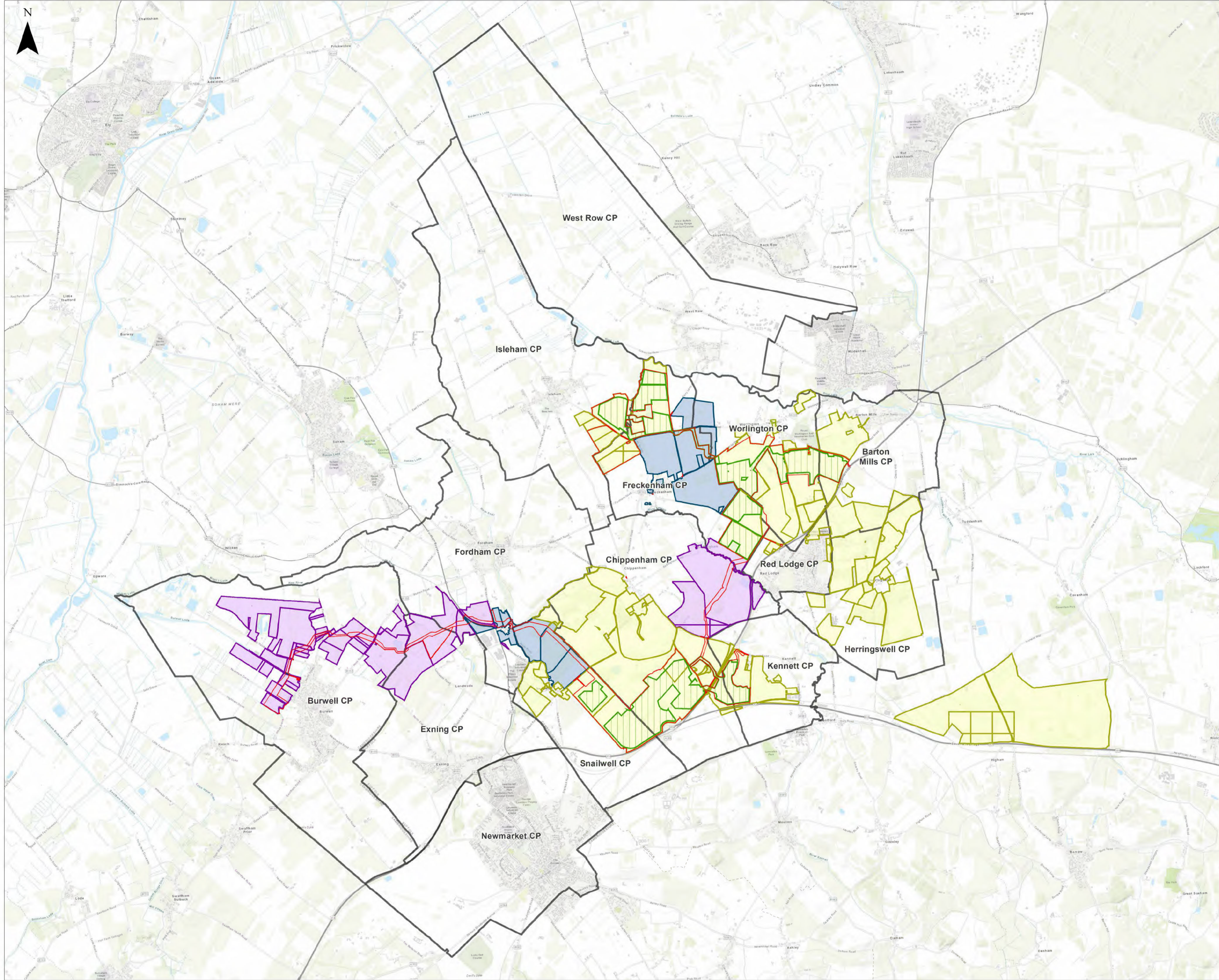


Signature of Director

Matt Hazell
.....
Name of Director

APPENDIX 1

PLAN



The Sunnica Energy Farm Order
S.106 Agreement Land Plan

Key

- Order limits
- Principal Sites (Work No. 1 & 2)
- Parish Boundary
- Principal Site Landownership
- Cable route titles to be identified in the s106 agreement
- Remaining cable route titles

DS
MH

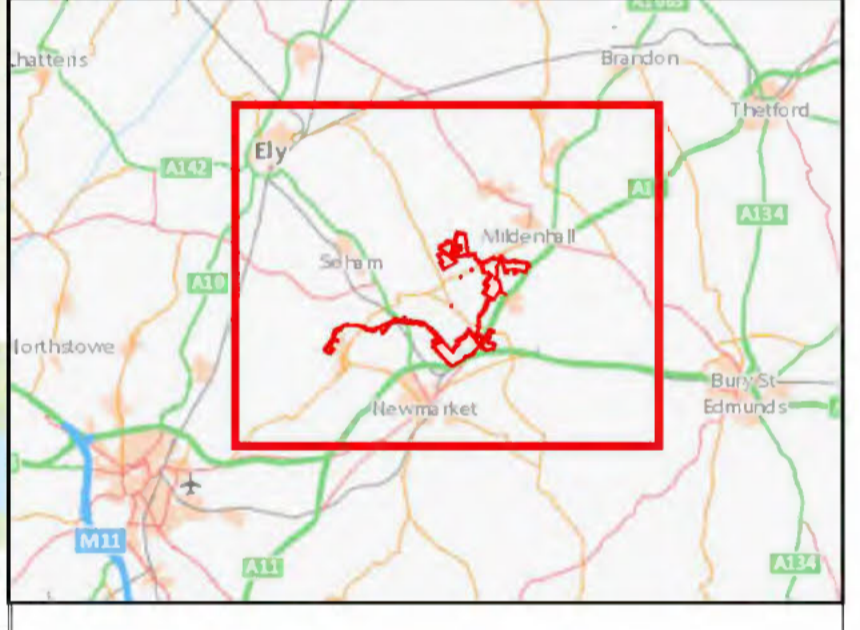
DS
M

0 800 1,600 2,400 3,200 Metres

Notes

1. All dimensions are in metres unless stated otherwise

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| Ver | Date | Description Of Change |
|-----|----------|---------------------------|
| 00 | MAR 2023 | SUBMISSION FOR DEADLINE 7 |

DRAWING STATUS: DRAFT



WSP House, 70 Chancery Lane, London WC2A 1AF, UK
 T +44 (0)20 7314 5000
 wsp.com

CLIENT:



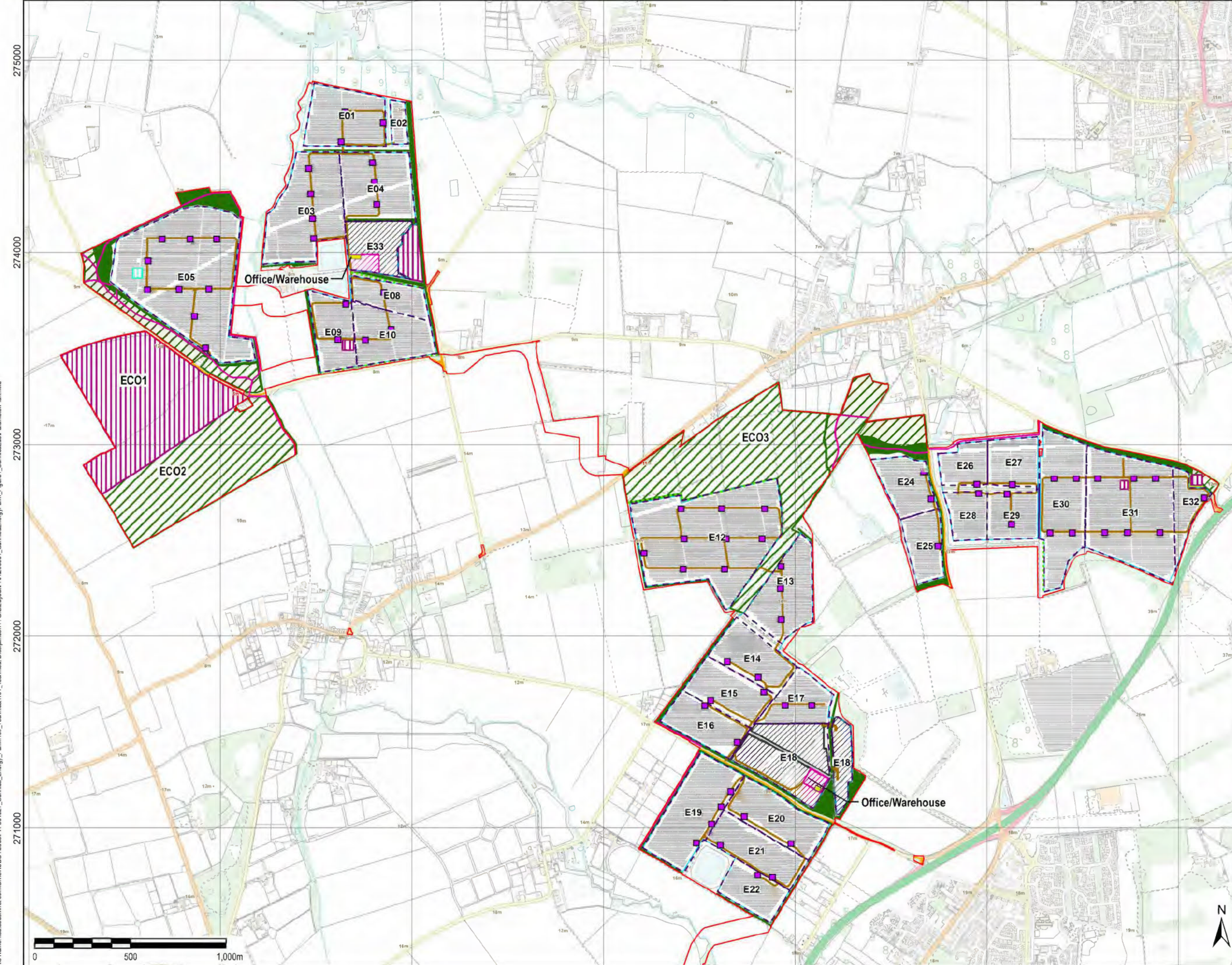
PROJECT:
 Sunnica Energy Farm
 Development Consent Order (DCO)

TITLE:
 Sunnica S.106 Agreement Land Plan

| | | |
|-------------|-----------|------------|
| SCALE @ A1: | CHECKED: | APPROVED: |
| 1:40,000 | MF | VB |
| PROJECT No: | DESIGNED: | DATE |
| 70050915 | NM | 20/03/2023 |

| | |
|------------------------------------|-----|
| DRAWING No: | REV |
| 70050915-230301-WSP-PLN-DCO-001-BS | 00 |

APPENDIX 2
PARAMETER PLANS



LEGEND

- The Order Limits
- Public Highway within Scheme
- Developable Area
- Bomber Crash Site Exclusion Area
- Boundary Fence
- BESS and Substation
- Compound Area (Permanent)
- Solar PV Array
- Illustrative Locations of Solar Stations
- Proposed Road
- Permissive Path
- Native Grassland Planting
- Native Grassland Planting within Archaeological Mitigation Areas
- Proposed Woodland (new planting or infilling of existing vegetation)
- Hedgerow With Scattered Trees
- Proposed Hedgerow (new planting or infilling of existing vegetation)

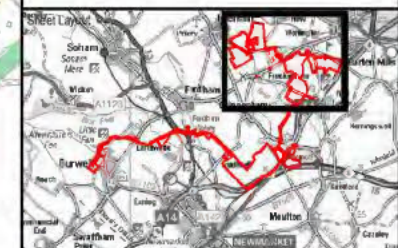
DS
MH

DS
LM

Note: Developable fields previously referred to as E06, E07, E11 and E23 are no longer being developed with solar infrastructure and now form part of the mitigation strategy; however, the field numbering for the remaining developable fields has been retained for consistency.

Document Reference: EN10106/APPI/3
APPI Regulation: 3(7)(a)

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Purpose of Issue
FOR DCO SUBMISSION

Client
SUNNICA LTD

Project Title
 SUNNICA energy farm

Drawing Title
**FIGURE 3-1
SUNNICA EAST
PARAMETER PLAN
ILLUSTRATIVE**

| | | | |
|-------------|---------------|----------------|--------------------|
| Drawn LL | Checked DW | Approved NC | Date 01/03/2023 |
|-------------|---------------|----------------|--------------------|

AECOM Internal Project No.
60589004

Scale @ A3
1:18,000

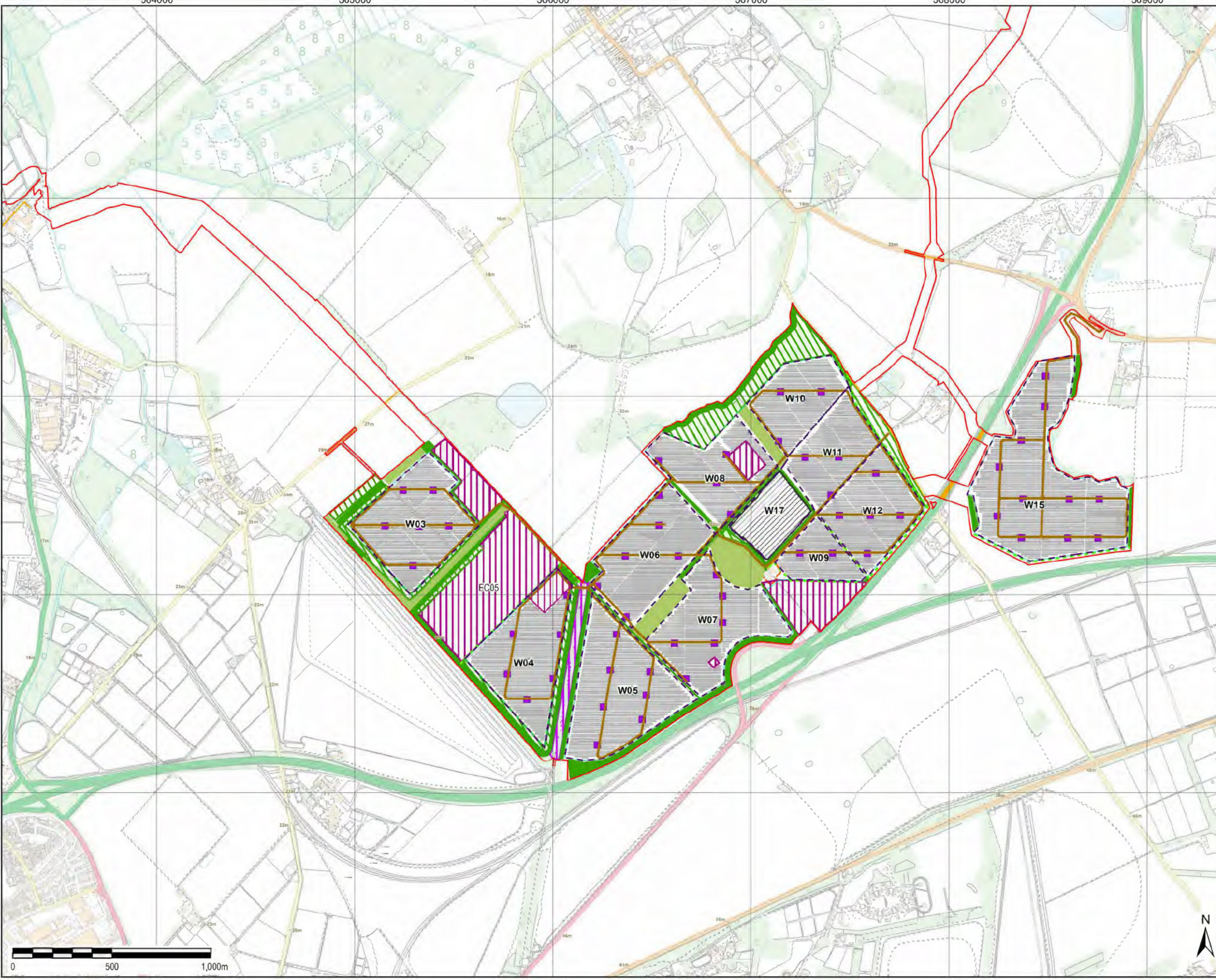
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File Name: \\au.aecom.net\UK\KCBG\1\bos\PR-334327_Sunnica_Energy_Farm\400_Technical\Discipline\17_GIS\Layout\FRA\230228_SunnicaWestParameterPlan_Figure2_SunnicaWestParameterPlan_FloodZones11.mxd



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LEGEND

- The Order Limits
- Public Highway Within Scheme
- Developable Area
- Boundary Fence
- BESS and Substation
- Solar PV Array
- Woodstore - 20m Buffer
- Illustrative Location Solar Stations
- Proposed Road

Green Infrastructure

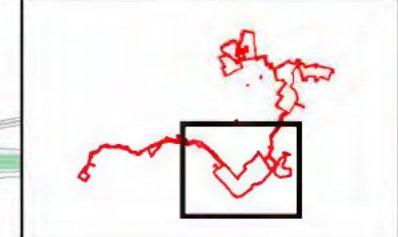
- Heritage Offset with additional planting along The Avenue
- Native Grassland Planting
- Native Grassland Planting within Archaeological Areas
- Proposed Woodland
- Retained Woodland
- Proposed Hedegrow

DS MH DS UM

Note: Developable fields previously referred to as W13, W14 and W15 are no longer within the Order limits; however, the field numbering for the remaining developable fields has been retained for consistency.

Document Reference: EN010106/APPI/3
APFP Regulation: 5(2)(a)

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Purpose of Issue
FOR DCO SUBMISSION

Client
SUNNICA LTD



Drawing Title
**FIGURE 3-2
SUNNICA WEST
PARAMETER PLAN
ILLUSTRATIVE**

| | | | |
|--|---------------|------------------------|--------------------|
| Drawn HW | Checked LL | Approved NC | Date 28/02/2023 |
| AECOM Internal Project No. 60589004 | | Scale @ A3 1:17,500 | |

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