

DATED 2025

(1) THE HONOURABLE JOHN FREDERICK STRUTT

(2) ARGON 18 INVESTMENTS LIMITED

(3) LONGFIELD SOLAR ENERGY FARM LIMITED

(4) CHELMSFORD CITY COUNCIL

(5) BRAINTREE DISTRICT COUNCIL

(6) ESSEX COUNTY COUNCIL

DEED OF VARIATION
relating to the Longfield Solar Farm Project in the District
Council administrative areas of Chelmsford and Braintree
Supplemental to Agreement of 18 January 2023



THIS DEED is made on

2025

BY:-

- (1) **THE HONOURABLE JOHN FREDERICK STRUTT** of [REDACTED] (the "**First Freehold Owner**");
 - (2) **ARGON 18 INVESTMENTS LIMITED** whose registered office is at [REDACTED] (company registration number 15983534) (the "**Second Freehold Owner**");

(together, the "**Freehold Owners**")
 - (3) **LONGFIELD SOLAR ENERGY FARM LIMITED** whose registered office is at Alexander House, 1 Mandarin Road, Rainton Bridge Business Park, Houghton Le Spring, Sunderland, DH4 5RA (company registration number 11618210) (the "**Developer**");
 - (4) **CHELMSFORD CITY COUNCIL** of Civic Centre, Duke Street, Chelmsford, Essex, CM1 1JE ("**CCC**");
 - (5) **BRAINTREE DISTRICT COUNCIL** of Causeway House, Bocking End, Braintree, Essex CM7 9HB ("**BDC**"); and
 - (6) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex CM1 1QH ("**ECC**").
- (together the "Parties")

WHEREAS:-

- (A) BDC and CCC are the local planning authorities for the area in which the Site is situated and are the enforcing authorities (with respect to their own administrative areas) for the purposes of section 106 of the 1990 Act.
- (B) ECC is the County Council for the area in which the Site is situated.
- (C) The First Freehold Owner is the freehold owner of the part of the Site registered at the Land Registry under title numbers AA16137, AA16138, AA19820, AA21323, AA26936, AA31872 and EX408800, subject to a transfer of part of title number AA16137 dated 29 October 2024 between (1) the First Freehold Owner and (2) the Second Freehold Owner and not yet registered at HM Land Registry ("the Transfer").
- (D) The Second Freehold Owner is the equitable freehold owner of the part of the Site shown edged red on the plan annexed to this Deed pursuant to the Transfer.
- (E) The First Freehold Owner agreed to enter into the Principal Agreement in order that such part of the Site is bound by the obligations and covenants in Schedule 1 of the Principal Agreement only. By virtue of an option agreement made between the First Freehold Owner and the Developer, the Developer has a right to call down a leasehold interest in the Site.
- (F) On 28 February 2022 the Developer submitted the Application to the Secretary of State for development consent to construct, operate and decommission the Project. The Secretary of State granted development consent for the Project on 26 June 2023.
- (G) It is intended that the Developer will be the undertaker for the purposes of the Development Consent Order and the Developer intends to construct, operate and decommission the Project as authorised by the Development Consent Order (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc and UK Power Networks Limited).

- (H) The First Freehold Owner, the Developer, CCC, BDC and ECC have previously entered into the Principal Agreement in order to secure the planning obligations and other covenants contained within the Principal Agreement.
- (I) This Deed varies and is supplemental to the Principal Agreement.
- (J) The Parties have agreed to enter into this Deed in order to secure and, where expressly provided for in Clause 4 of this Deed, vary the planning obligations and other contractual obligations contained in the Principal Agreement pursuant to the provisions of Section 106 and Section 106A of the 1990 Act, Section 111 of the 1972 Act and all other enabling powers.
- (K) The Parties note that on the Secretary of State gave approval pursuant to section 106A(1) of the 1990 Act for the variations to the Principal Agreement under Clause 4 of this Deed.

1. INTERPRETATION

In this Deed unless stated otherwise:-

- 1.1 **"the Principal Agreement"** means the deed of development consent obligations and other covenants dated 18 January 2023 between the Parties;
- 1.2 terms and expressions defined in the Principal Agreement shall have the same meaning in this Deed unless otherwise provided, including pursuant to the modifications set out at Clause 4 below;
- 1.3 any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply;
- 1.4 headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation;
- 1.5 references to clauses, sub-clauses and schedules are references to clauses, sub-clauses and schedules in this Deed save where the context provides otherwise;
- 1.6 where the context so requires:-
 - 1.6.1 the singular includes the plural and vice versa;
 - 1.6.2 the masculine includes the feminine and vice versa; and
 - 1.6.3 persons includes bodies corporate associations and partnerships and vice versa;
- 1.7 where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons;
- 1.8 where more than one party enters into any obligation or liability those parties are jointly and severally liable;
- 1.9 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction; and
- 1.10 references to any party shall include their respective successors in title and assigns.

2. LEGAL EFFECT

This Deed is made pursuant to the provisions of Section 106 and Section 106A of the 1990 Act, Section 1 of the Localism Act, Section 111 of the 1972 Act and all other enabling powers.

3. **PLANNING OBLIGATION INCORPORATING THE PRINCIPAL AGREEMENT**

- 3.1 This Deed shall take effect on the date hereof.
- 3.2 The Developer agrees to observe and perform all of its covenants, agreements, restrictions and obligations contained in the Principal Agreement subject to this Deed.
- 3.3 The Freehold Owners agree to observe and perform all of their covenants, agreements, restrictions and obligations contained in the Principal Agreement subject to this Deed.
- 3.4 The Developer and/or the Freehold Owners agree that the covenants and obligations contained in the Principal Agreement are to continue in full force and effect except as expressly varied by this Deed.

4. **MODIFICATIONS**

- 4.1 The Parties agree that from the date of this Deed the Principal Agreement shall be varied as follows:-

- 4.1.1 a new definition shall be inserted at Clause 1.1 as follows:-

“Solar Farm Project” means the Project except for any works falling within Work Nos. 5 and Work Nos. 9 of Schedule 1 of the Development Consent Order;

- 4.1.2 a new definition for the “Skills, Supply Chain and Employment Contribution” shall be inserted into paragraph 1.1 of Schedule 1 as follows:-

“Skills, Supply Chain and Employment Contribution” means the sum of £50,000 payable by the Developer to ECC in accordance with paragraph 4.1 for the same purposes as the Skills and Education Contribution;

- 4.1.3 paragraph 3.1 of Schedule 1 shall be amended as follows:-

The Developer shall pay the Skills and Education Contribution to ECC in the following instalments:

3.1.1 £50,000 Index Linked on or before the Date of Commencement of the Solar Farm Project; and

3.1.2 £50,000 Index Linked annually on each anniversary of the Date of Commencement of the Solar Farm Project occurring until the Date of Decommissioning,

- 4.1.4 paragraph 3.3 of Schedule 1 shall be amended as follows:-

The Developer shall pay an administrative fee (over and above the Skills and Education Contribution) to ECC as a fee towards ECC’s operational costs of administering and applying the Skills and Education Contribution in the following instalments:

3.3.1 £5,000 on or before the Date of Commencement of the Solar Farm Project; and

3.3.2 £5,000 annually on each anniversary of the Date of Commencement of the Solar Farm Project occurring until the Date of Decommissioning.

- 4.1.5 a new paragraph 4 of Schedule 1 shall be inserted as follows:-

“4. SKILLS, SUPPLY CHAIN AND EMPLOYMENT CONTRIBUTION

4.1 The Developer shall pay the Skills, Supply Chain and Employment Contribution to ECC upon completion of the Deed of Variation to this Deed dated [.....], subject to the total amount payable pursuant to this paragraph 4.1 not exceeding £50,000 Index

Linked, such amounts are to be applied by ECC for the same purposes as the Skills and Education Contribution.”

- 4.1.6 paragraph 2.2 of Part 1 of Schedule 2 shall be amended as follows:-

At least three months prior to Commencement of the Solar Farm Project ECC and the Developer shall enter into an Administration Agreement and any other documentation required with the Essex Community Foundation to provide for the payment and administration of the Community Benefit Fund pursuant to paragraph 2.3.

- 4.1.7 paragraph 2.3 of Part 1 of Schedule 2 shall be amended as follows:-

Subject to the following paragraphs of this Part of this Schedule, the Developer shall pay the Community Benefit Fund to ECC in the following instalments:

2.3.1 £130,000 Index Linked on or before the Date of Commencement of the Solar Farm Project; and

2.3.2 £130,000 Index Linked annually on each anniversary of the Date of Commencement of the Solar Farm Project occurring until the Date of Final Decommissioning,

- 4.1.8 paragraph 2.4 of Part 1 of Schedule 2 shall be amended as follows:-

The Developer and ECC shall ensure that the Administration Agreement entered into pursuant to paragraph 2.2 provides as follows:

2.4.1 The Panel shall agree its terms of reference for its administration of the Community Benefit Fund within 3 months of the Date of Commencement of the Solar Farm Project;

- 4.1.9 paragraph 2.5 of Part 1 of Schedule 2 shall be amended as follows:-

On the fifth anniversary of the Date of Commencement of the Solar Farm Project, the Panel may review the Essex Community Foundation's administration and application of the Community Benefit Fund.

- 4.1.10 paragraph 4.1 of Part 2 of Schedule 2 shall be amended to read as follows:

4.1 For three years following the Date of Commencement of the Solar Farm Project, the Developer shall fund membership of the Yield Enhancement Network with respect to agricultural land that is managed as part of land in the Freehold Owners' ownership the wider Longfield estate, located outside, but in close proximity to the Site.

4.2 On or before the Date of Commencement of the Solar Farm Project the Developer must give notice to the Local Authorities to confirm that the first year of membership of the Yield Enhancement Network has been paid in accordance with paragraph 4.1, and thereafter, on the first and second anniversary of the date the first notice is given under this paragraph, provide a further notice to the Local Authorities to confirm that a further year of membership of the Yield Enhancement Network has been paid in accordance with paragraph 4.1.

4.3 Not to Commence the Solar Farm Project until the first notice has been given pursuant to paragraph 4.2.

- 4.2 Except as expressly varied by this Deed the Principal Agreement shall remain in full force and effect.

5. **LEGAL FEES**

The Developer shall on or prior to completion of this Deed pay the Local Authorities' respective legal costs (no VAT in relation to ECC's legal costs) reasonably and properly incurred in the negotiation and completion of this Deed.

6. **THIRD PARTY RIGHTS**

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.

7. **THE LOCAL AUTHORITIES' POWERS**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of ECC, BDC or CCC in the exercise of their respective functions in any capacity.

8. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England.

9. **DELIVERY**

The provisions of this Deed shall be of no effect until this Deed has been dated.

10. **REGISTRATION AS LOCAL LAND CHARGE**

This Deed shall be registered by the Local Authorities as a local land charge in the register of local land charges pursuant to the Local Land Charges Act 1975.

IN WITNESS whereof the parties hereto have executed this Deed as a deed the day and year first before written.

Annex

The Plan

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

)
)
)

Authorised Signatory

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

)
)
)

Authorised Signatory

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

)
)
)

Attesting Officer

SIGNED (but not delivered
until the date hereof)
AS A DEED by
THE HONOURABLE JOHN FREDERICK STRUTT in
the presence of:-

.....
Signature

Signature of Witness:-

Name of Witness:-

Address:-

SIGNED (but not delivered
until the date hereof)
AS A DEED by
ARGON 18 INVESTMENTS LIMITED in the presence
of:-

.....
Signature of Director

Signature of Witness:-

Name of Witness:-

Address:-

.....
Name of Director

Executed as a Deed (but not delivered until the date
hereof) by **LONGFIELD SOLAR ENERGY FARM
LIMITED**
acting by a director in the presence of:-

.....
Signature of Director

Signature of Witness:-

Name of Witness:-

Address:-

.....
Name of Director