

DATED 01 APRIL 2026

- (1) NORTH KESTEVEN DISTRICT COUNCIL
- (2) LINCOLNSHIRE COUNTY COUNCIL
- (3) SPRINGWELL ENERGYFARM LIMITED
- (4) BLANKNEY ESTATES LIMITED
- (5) HSBC UK BANK PLC

**DEED OF DEVELOPMENT CONSENT
OBLIGATIONS**

Agreement under section 106 Town & Country
Planning Act (as amended)
relating to Springwell Solar Farm on land at Blankney
Estate



Pinsent Masons

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THIS DEED is made on 01 APRIL 2026

BETWEEN

- (1) **NORTH KESTEVEN. DISTRICT COUNCIL** of District Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF ("**NKDC**");
- (2) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 2YL ("**LCC**");
- (3) **SPRINGWELL ENERGYFARM LIMITED** incorporated and registered in England and Wales with company number 13484004 whose registered office is at Alexander House 1 Mandarin Road, Rainton Bridge Business Park, Houghton Le Spring, Sunderland, England, DH4 5RA (the "**Developer**");
- (4) **BLANKNEY ESTATES LIMITED** incorporated and registered in England and Wales with company number 00362871 whose registered office is at The Estate Office Temple Grange, Navenby, Lincoln, England, LN5 0AX (the "**Owner**"); and
- (5) **HSBC UK BANK PLC** of 1 Centenary Square, Birmingham, B1 1HQ (the "**Mortgagee**").

BACKGROUND

- (A) NKDC and LCC are the local planning authorities for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable.
- (B) The Local Authorities are the local authorities for the purposes of the 1972 Act and the 2011 Act and are also the relevant planning authorities and/or relevant county authority for the purposes of the 2008 Act.
- (C) The Owner is the freehold owner of the Site registered at HM Land Registry under part of title numbers LL302918, LL95436, LL302402, LL302706, LL67017, LL302908, LL67011, LL67016, LL67013, LL226988 and LL227464. By virtue of an option agreement made between the Owner and the Developer, the Developer has a right to call down a leasehold interest in the Site.
- (D) The Developer submitted the Application to the Secretary of State on 20 November 2024.
- (E) To facilitate the Project the parties have agreed to enter into this Deed under the 1990 Act in order to secure the planning obligations contained in this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (F) The parties in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of the Owner's and the Developer's respective interest(s) in the Site and the Owner and the Developer agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on terms of this Deed.

NOW THIS DEED WITNESSED AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 In this Deed the following terms and expressions shall have the following meaning:

"**1972 Act**" means the Local Government Act 1972 (as amended)

"**1990 Act**" means the Town and Country Planning Act 1990 (as amended)

“2008 Act”	means the Planning Act 2008 (as amended)
“2011 Act”	means the Localism Act 2011
“Application”	means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of State on 20 November 2024 and allocated reference number EN010149;
“Commence”	has the same meaning as in Article 2 of the Development Consent Order and the words “Commencement” and “Commenced” and cognate expressions are to be construed accordingly;
“Date of Decommissioning”	means the date on which the Developer commences the decommissioning of the Project in accordance with the Decommissioning Environmental Management Plan approved under Requirement 19 of the Development Consent Order;
“Date of Final Commissioning”	has the same meaning as in Article 2 of the Development Consent Order;
“Development Consent Order”	means the development consent order statutory instrument made by the Secretary of State pursuant to the Application;
“Ecological Steering Group”	means the ecological steering group established and maintained in accordance with the landscape and environmental management plan (as defined in Article 2 of the Development Consent Order) required to be approved and implemented pursuant to the Development Consent Order;
“ESG Contribution”	means the sum of £130,500 (one hundred and thirty thousand, five hundred pounds) payable by the Developer in accordance with Schedule 3 for the purpose of funding the Local Authorities’ involvement in the Ecological Steering Group;
“Index”	means the Consumer Prices Index;
“Index Linked”	means such increase to any sum or sums payable under this Deed on an annual basis or <i>pro rata per diem</i> from the date of this Deed to the date of payment based upon the relevant Index last published before the date of this Deed;
“Interest”	means 4% above the base lending rate of the Bank of England from time to time;
“Lease”	means the lease to be granted to the Developer in accordance with the Option for Lease or any other lease arrangement entered into with any third party in respect of the Project;
“Local Authorities”	means NKDC and LCC (and their successors in function);
“Option for Lease”	means the option for lease dated 17 July 2025 between (1) the Owner and (2) the Developer which replaced (by reference to it) an option for lease dated 30 June 2022 between (1) the Owner and (2) the Developer;
“Plan 1”	means the plan annexed to this Deed at Schedule 2 and marked section 106 Plan identifying the Site;

“Project”	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order which is to be located on the Site;
“Responsible Body”	means the body responsible for applying the Skills and Education Contribution for the Skills and Education Contribution Purpose on behalf of the Developer, as chosen pursuant to the process set out in Part C of Schedule 2, and the words “Responsible Bodies” are to be construed accordingly;
“Secretary of State”	means the Secretary of State for the Department for Energy Security and Net Zero (or such other Secretary of State that has the responsibility for determining projects relating to energy development and/or the Application);
“Skills and Education Contribution”	means the sum of (fifty thousand pounds) £50,000.00 per annum (subject to Schedule 2) to be used/expended in line with Schedule 2 for the Skills and Education Contribution Purpose;
“Skills and Education Contribution Annual Meeting”	means a meeting with the Developer, Local Authorities and any proposed Responsible Body or Responsible Body that has already been appointed (as appropriate) to occur annually ahead of payment of the Skills and Education Contribution instalment, to discuss: <ul style="list-style-type: none"> (a) the use of the Skills and Education Contribution for the Skills and Education Contribution Purpose for the upcoming twelve months; and (b) the Responsible Body for the upcoming twelve months;
“Skills and Education Contribution Purpose”	means increasing employment, education and skills opportunities in the local area (primarily within North Kesteven District but to include neighbouring authority areas where necessary) for individuals in the renewable and sustainable development sector, which may include the provision of training and apprenticeships and education bursary payments;
“Statutory Undertaker”	means any company, corporation, board, or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking;
“the Site”	means the area of land which is shown cross-hatched blue on Plan 1 and more particularly described in Schedule 2; and
“a Working Day”	means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory Bank or public holidays or holiday agreed by either party for all employees of that party.

- 1.2 Where in this Deed reference is made to any Clause, paragraph, Schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a Clause, paragraph, Schedule, recital or plan in this Deed.
- 1.3 Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.

- 1.4 References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Local Authorities shall include the successors to their respective statutory functions.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.9 "notify" and "notification" mean the transmission of written information by means of email from one party to another **PROVIDED THAT** if the said email is received prior to 10.00am on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the email is received after 10.00am the aforesaid time period shall commence from the following Working Day.

2. **LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act, and section 1 of the 2011 Act.
- 2.2 The covenants restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are intended to be enforceable by the Local Authorities.
- 2.3 The obligations in this Deed shall not be enforceable against any mortgagee or charge (including the Mortgagee), unless such mortgagee or chargee has become a mortgagee in possession of the Site (or relevant part of the Site), in which case such mortgagee or chargee shall be bound by those obligations in this Deed which were binding upon the person from whom it derives its interest provided that the mortgagee or charge shall not be liable for any breach unless committed or continuing at a time when that party takes possession of the Site (or part thereof).

3. **CONDITIONALITY**

This Deed is conditional upon the grant of the Development Consent Order AND Commencement SAVE FOR the provisions of Clauses 4.2 (land charge), 4.6 (notice of ownership change) and 5.1.2 (legal fees) which shall come into effect immediately upon completion of this Deed.

4. **AGREEMENTS AND DECLARATIONS**

- 4.1 The parties agree and declare that the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.2 This Deed shall be registrable as a land charge by NKDC as the local planning authority.

- 4.3 The covenants given in this Deed shall cease to have effect if the Development Consent Order:
- 4.3.1 is quashed revoked superseded or otherwise withdrawn at any time; or
 - 4.3.2 expires prior to Commencement; or
 - 4.3.3 is modified by any statutory procedure without the consent of the Developer prior to Commencement.
- 4.4 Following the performance and satisfaction of all the obligations contained in this Deed NKDC shall effect the cancellation of all relevant entries made in the register of local land charges in respect of this Deed at no cost to the Developer or the Owner.
- 4.5 No person or party shall be liable for a breach of the restrictions covenants and obligations contained in this Deed after that person or party has parted with all its interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.
- 4.6 The Developer agrees to give the Local Authorities written notice of any change in ownership of its or the Owner's interest in the entire Site occurring before all the obligations under this Deed have been discharged within 10 Working Days of the change occurring.
- 4.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, a planning permission, development consent order (other than the Development Consent Order) or other statutory authority granted (whether or not on appeal) before or after the date of this Deed.
- 4.8 Nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Local Authorities in the exercise of their functions as local authority and their rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Local Authorities were not a party to this Deed.
- 4.9 If any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 4.10 Where the agreement approval consent or expression of satisfaction is required by the Developer from the Local Authorities under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.11 Any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.12 The obligations in this Deed shall not be enforceable against a Statutory Undertaker after the transfer of statutory apparatus and land upon or in which statutory apparatus is situated to that Statutory Undertaker nor enforceable against any highway authority which may be responsible for any public highways maintainable at public expense.
- 4.13 The obligations of this Deed shall not be enforceable against the Owner (save for the event in which the Owner takes possession of any part of the Site from the Developer, in which case the Owner shall be liable for the terms of this Deed).
- 4.14 If any financial contribution due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made save that, for the avoidance of doubt, in the event that paragraph 5 of Schedule 2 is relevant and there is disagreement as to the proposed beneficiary

of the Skills and Education Contribution then no Interest shall be payable unless and until a beneficiary is jointly agreed between the Local Authorities and the Developer.

5. **OWNER'S AND DEVELOPER'S COVENANTS**

5.1 The Owner and the Developer covenant with the Local Authorities so as to bind the Site into whosoever hands the same may fall:-

5.1.1 to comply with its obligations as set out in Schedule 2 and 3; and

5.1.2 to pay to the Local Authorities on completion of this Deed their reasonable legal costs of negotiating and completing this Deed.

5.2 In the event that:

5.2.1 any person other than the Developer is appointed as an "undertaker" (as defined in the Development Consent Order) for the purposes of the Site under the Development Consent Order; or

5.2.2 powers of the "undertaker" under the Development Consent Order are devolved to any other person in relation to the Site,

and the provisions of this Deed are not otherwise made directly enforceable against any such person (the "Transferee"), then the Developer will without delay require the Transferee to enter into a deed in favour of the Local Authorities that the Transferee shall observe and perform such of the covenants and obligations on the Developer under this Deed as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Deed and for the avoidance of doubt this requirement shall apply to the provisions of Schedule 2 and 3 of this Deed.

6. **THE LOCAL AUTHORITIES' COVENANTS**

The Local Authorities covenant with the Owner and the Developer to comply with their obligations as set out in Schedule 2 and 3.

7. **DEVELOPER'S INTEREST AND INDEMNITY TO OWNER**

The Developer shall not incur any liability for any breach of the obligations contained in this Deed save for the obligation contained in Clause 5.1.2 unless and until it completes the Lease and is in possession of the Site.

8. **JURISDICTION**

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

9. **WAIVER**

No waiver (whether expressed or implied) by the Local Authorities, the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Local Authorities the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. **DISPUTE RESOLUTION**

10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

10.1.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement.

10.1.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other party to this Deed.

10.1.3 The person to be appointed pursuant to Clause 10.1.2 shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Project.

10.1.4 Reference to the expert shall be on terms that determination shall take place within 20 Working Days of the expert accepting their instructions (or such other period as agreed by the parties).

10.1.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares.

10.1.6 The expert shall be limited in their findings to the matter in dispute referred to them and shall provide written reasons for their decision.

10.1.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute.

11. **EXECUTION AND DELIVERY**

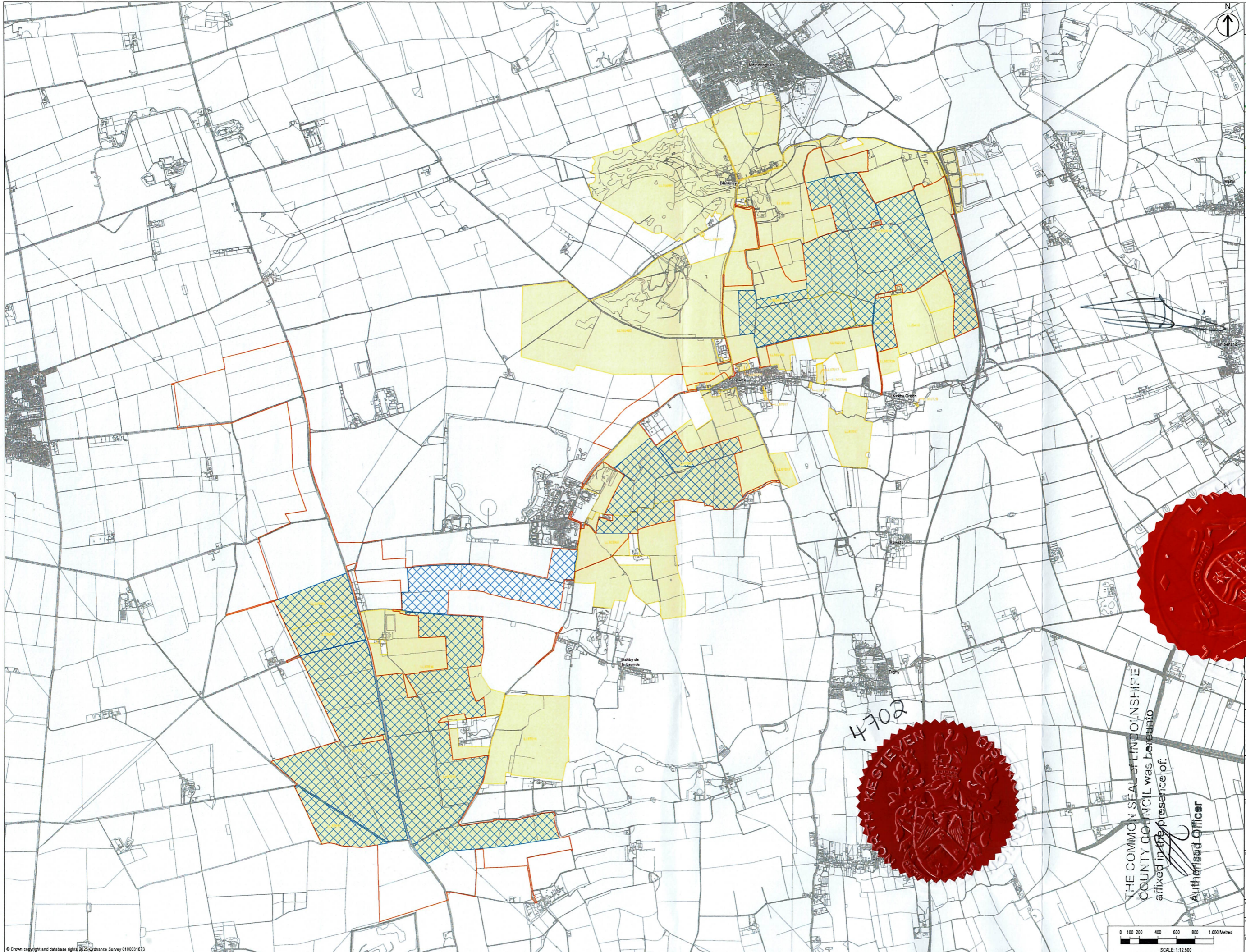
This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed

SCHEDULE 1

DETAILS OF OWNER'S TITLE AND DESCRIPTION OF THE SITE

Land at Blankney Estate as shown cross-hatched blue on the Plan and being part of the land registered at HM Land Registry under part of title numbers LL302918, LL95436, LL302402, LL302706, LL67017, LL302908, LL67011, LL67016, LL67013, LL226988 and LL227464



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Location Plan

Notes

- DO NOT SCALE FROM THIS DRAWING. USE ONLY PRINTED DIMENSIONS
- ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DOCUMENTATION

Key to Symbols

- Order Limits
- Site Band under (Barely Option for Lease)
- Freehold

No. in Seed
E046359
Book



THE COMMON SEAL OF LINCOLNSHIRE COUNTY COUNCIL was hereunto affixed in the presence of:

Authorised Officer

PO2	Event of Order Limits (under Barely Option for Lease)	11/02/26	MB	ES
PO1	Freehold	09/10/25	MB	JB
Rev	Description	Date	By	Checked/Approved

FOR INFORMATION

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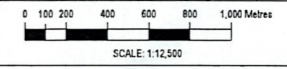
Client: **SPRINGWELL ENERGY FARM LIMITED**

Project Title: **SPRINGWELL SOLAR FARM**

Drawing Title: **SECTION 106 PLAN**

SHEET 1 OF 1

Drawn	Checked	Approved	Date
MB	JB	ES	11/02/26
Grid/Project Number	Scale	Date	
201581.00001	1:12,500		
Drawing Number	Revision		
GH-20158100001-S106	P02		



SCHEDULE 2

SKILLS AND EDUCATION CONTRIBUTION

PART A – OVERARCHING OBLIGATIONS

1. The Developer shall provide the Skills and Education Contribution in accordance with Part B or Part C of this Schedule, in the following instalments:
 - 1.1 £50,000 (Index Linked) on or before Commencement; and
 - 1.2 £50,000 (Index Linked) annually on each anniversary of Commencement occurring until the Date of Decommissioningsubject to the total amount payable pursuant to this Schedule (regardless of whether provided under Part B or Part C) not exceeding £2,100,000 Index Linked, with such amounts to be applied for the Skills and Education Contribution Purpose (and each individual payment of £50,000 (Index Linked) will be referred to in this Schedule as a “**Skills and Education Contribution instalment**”).
2. On or before Commencement the Developer and the Local Authorities will agree and record in writing whether the Skills and Education Contribution will be provided and used for the Skills and Education Contribution Purpose in accordance with Part B or Part C of this Schedule, and in the absence of any agreement in writing pursuant to this paragraph, the Developer shall provide the Skills and Education Contribution in accordance with Part C of this Schedule.
3. The Developer and Local Authorities may agree in writing at any time:
 - 3.1 that the Skills and Education Contribution will be provided and applied in accordance with a different Part (being Part B or Part C) to the Part determined pursuant to paragraph 2 of this Schedule; or
 - 3.2 that the Skills and Education Contribution will be provided and applied in accordance with a different Part (being Part B or Part C) to the Part determined pursuant to paragraph 3.1 of this Schedule; and
 - 3.3 in relation to any agreement pursuant to paragraph 3.1 or 3.2, the detail of how and when the provision and application of the Skills and Education Contribution shall change to the different Part.
4. For the avoidance of doubt, until the Date of Decommissioning:
 - 4.1 the Skills and Education Contribution will continue to be provided and applied in accordance with Part B or Part C as determined pursuant to paragraphs 2 or 3 of this Schedule;
 - 4.2 any individual Skills and Education Contribution instalment provided pursuant to paragraph 1 of this Schedule shall only be provided pursuant to one of Part B or Part C as determined pursuant to paragraphs 2 or 3 of this Schedule; and
 - 4.3 unless otherwise agreed in writing by the Developer and the Local Authorities, where a Skills and Education Contribution instalment has been provided pursuant to one of Part B or Part C and the Part pursuant to which subsequent Skills and Education Contribution instalments are provided changes to a different Part (pursuant to paragraph 3 of this Schedule), the instalment(s) provided pursuant to a Part (being Part B or Part C) shall continue to be applied for the Skills and Education Contribution Purpose in accordance with the Part pursuant to which it was originally provided.
 - 4.4 In the event that the Project is decommissioned prior to the 40 year operational lifetime, no further payment or provision of the Skills and Education Contribution is due under paragraph 1 (or any other provision of this Schedule) following the Date of Decommissioning.

PART B – ADMINISTRATION OF THE CONTRIBUTION BY LCC

5. This Part B shall only have effect in relation to Skills and Education Contribution instalments confirmed as being paid pursuant to Part B, in accordance with paragraph 2 or 3 in this Schedule.
6. The Developer shall pay the Skills and Education Contribution to LCC in accordance with the instalments set out in paragraph 1 to this Schedule.
7. LCC shall, before the payment of each Skills and Education Contribution instalment payable pursuant to this Part, arrange and chair a meeting with the Developer and Local Authorities to discuss the Skills and Education Contribution Purpose with regards to the use of the Skills and Education Contribution.
8. The Local Authorities and the Developer covenant to attend the annual meeting arranged by LCC pursuant to paragraph 7 or at such other date and time as agreed between the parties, to discuss the expenditure of the Skills and Education Contribution and the Skills and Education Contribution Purpose and the parties shall act reasonably in seeking to agree potential beneficiaries of the contribution for the forthcoming year.
9. LCC shall have regard to reasonable representations and suggestions from the Local Authorities and the Developer as to potential beneficiaries for the Skills and Education Contribution.
10. LCC covenants to use or expend the Skills and Education Contribution for the Skills and Education Contribution Purpose.
11. Upon receipt of a request in writing from the Developer to be made to LCC within 12 months of the Date of Decommissioning, LCC must repay to the Developer or its nominee any part of the Skills and Education Contribution that at the time of the request remains unspent, unless LCC is contractually committed to expenditure of the Skills and Education Contribution and unless otherwise agreed in writing by the Developer and LCC.

PART C – ADMINISTRATION OF THE CONTRIBUTION BY THE DEVELOPER & RESPONSIBLE BODY

12. This Part C shall only have effect in relation to Skills and Education Contribution instalments confirmed as being paid in accordance with Part C, pursuant to paragraph 2 or 3 in this Schedule.
13. The Developer shall, before the payment of each Skills and Education Contribution instalment payable pursuant to this Part, either:
 - 13.1 arrange and chair the Skills and Education Contribution Annual Meeting; or
 - 13.2 ensure measures are in place that require the Responsible Body to arrange, chair and attend the Skills and Education Contribution Annual Meeting.
14. The Local Authorities and the Developer covenant to attend the Skills and Education Contribution Annual Meeting arranged pursuant to paragraph 13 to discuss the expenditure of the Skills and Education Contribution and the Skills and Education Contribution Purpose and to act reasonably in seeking to agree potential Responsible Bodies for the forthcoming year.
15. The Developer shall have regard to reasonable representations and suggestions from the Local Authorities as to potential Responsible Bodies for the Skills and Education Contribution.
16. The Developer covenants with the Local Authorities to:
 - 16.1 within 20 Working Days of the annual meeting, submit to the Local Authorities for approval details of the proposed Responsible Body for the forthcoming year(s) (the “**Notice of the Responsible Body**”);

- 16.2 following approval of the Responsible Body by the Local Authorities pursuant to paragraph 17 below:
- 16.2.1 pay to the Responsible Body the Skills and Education Contribution instalment(s) as agreed pursuant to paragraphs 13 - 15 of this Part and in accordance with the instalments and triggers in paragraph 1 of this Schedule;
 - 16.2.2 put appropriate measures in place to:
 - (a) ensure the Responsible Body uses or expends the Skills and Education Contribution for the Skills and Contribution Purpose in the 12 months following receipt of the Skills and Education Contribution instalment; and
 - (b) require the Responsible Body to convene, chair and attend the Skills and Education Contribution Annual Meeting if required to do so by the Developer; and
 - 16.2.3 provide evidence of compliance with paragraphs 16.2.1 and 16.2.2 to the Local Authorities within 20 Working Days of the date of payment to the Responsible Body;
- 16.3 in the event of default due to disagreement on the proposed Responsible Body or if the Responsible Body becomes unable to accept the payment, by the trigger date within paragraph 1 above, hold the money for the Skills and Education Contribution Purpose and engage with the Local Authorities to jointly decide on an appropriate Responsible Body to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.
17. The Local Authorities covenant to:
- 17.1 not unreasonably withhold or delay consent / approval of the Responsible Body for the Skills and Education Contribution and, in any event, respond to the Developer (as relevant) with a decision within 20 Working Days of the Notice of the Responsible Body; and
 - 17.2 in the event of default due to disagreement on the proposed Responsible Body or if the Responsible Body becomes unable to accept the payment by the trigger date within paragraph 1 above (and the Developer has confirmed this to the Local Authorities), to engage with the Local Authorities and the Developer to jointly decide on an appropriate Responsible Body to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.

SCHEDULE 3

ESG CONTRIBUTION

1. The Developer shall pay the ESG Contribution to NKDC in the following instalments:
 - 1.1 £3,750 (Index Linked) on or before the Date of Final Commissioning;
 - 1.2 £3,750 (Index Linked) annually on each anniversary of the Date of Final Commissioning occurring until the tenth such anniversary; and
 - 1.3 £3,100 (Index Linked) annually on the eleventh and each subsequent anniversary of the Date of Final Commissioning occurring until the Date of Decommissioning,

subject to the total amount payable pursuant to this paragraph 1 not exceeding £130,500 (Index Linked) and such amounts are to be applied by NKDC towards the reasonably incurred costs of officers from NKDC and LCC in taking part in the Ecological Steering Group, which involvement is anticipated to be in substantial accordance with the details included at Section 7.2 of the outline Landscape and Ecology Management Plan (as defined in Article 2 of the Development Consent Order) and included at Appendix 1 to this Deed.

2. Upon receipt of a request in writing from the Developer to be made to NKDC within 12 months of the Date of Decommissioning, NKDC must repay to the Developer or its nominee any part of the ESG Contribution that at the time of the request remains unspent, unless NKDC is contractually committed to expenditure of the ESG Contribution and unless otherwise agreed in writing by the Developer and NKDC.

**APPENDIX 1 – SECTION 7.2 OF THE OUTLINE LANDSCAPE AND ECOLOGY MANAGEMENT
PLAN**

7.2. Ecological Steering Group (ESG)

7.2.1. This section sets out the draft Terms of Reference (TOR) for the Ecological Steering Group. The remit of the ESG is as follows:

- to monitor the progress and implementation of the detailed LEMP(s), the aim of which is to achieve the biodiversity mitigation and enhancement as laid out in the oLEMP;
- to provide oversight and scrutiny of the BNG monitoring undertaken by the Applicant;
- to provide communication on landscape and biodiversity matters between the Proposed Development and relevant stakeholders;
- to consider and suggest remedial habitat management measures to be implemented when habitat creation and enhancement are not meeting the required condition as outlined in the LEMP(s), based on a review of monitoring reports;
- to undertake a compliance audit of the LEMP(s) against key performance indicators (to be agreed with the ESG following approval of the LEMP(s) every five years;
- to work with the Applicant in meeting its commitments in the DEMP with regards to dealing with ecological habitats post the carrying out of the decommissioning works; and
- in conjunction with the Applicant, the co-ordination of any research projects planned around the Proposed Development and dissemination of the outcomes of any research both within the Proposed Development and externally.

7.2.2. The Applicant shall have regard to any reviews, recommendations or updates received from the Group in accordance with its terms of reference and thereafter employ reasonable endeavours to implement any competent recommendations including, where necessary, through proposing to the Group such alterations to ecological management measures as the Applicant considers appropriate, having regard what is reasonable, practicable and achievable.

7.2.3. The formation of the ESG may provide opportunities for strategic collaboration with other solar projects within the region.

7.2.4. The Applicant will establish the ESG at least 6 months prior to the submission of the first detailed LEMP(s) to help inform the development of the LEMP(s). The ESG would convene in advance of the commencement of such works, and shall continue to exist until completion of decommissioning works, unless a shorter period is agreed between the members of the ESG.

- 7.2.5. The ESG shall comprise up to but not limited to:
- two representatives nominated by the Applicant, at least one of which being a suitably qualified and experienced ecologist.
 - one representative from Lincolnshire County Council; and
 - one representative from North Kesteven District Council.
- 7.2.6. The ESG will encourage representation at its meetings by representatives from relevant nature conservation organisations as and when required.
- 7.2.7. The Applicant will be responsible for the administration of convening annual meetings of the ESG. Meetings will be chaired by an appropriately qualified member of the ESG and be quorate if at least 3 members are present.
- 7.2.8. Once established, the ESG shall meet at least twice annually for the 10 years and then move to a single annual meeting thereafter, either virtually or in a convenient location to be agreed by the ESG. Decisions and recommendations made by the ESG would normally be on the basis of consensus. In the unusual case of needing to put a decision to the vote, this would be by a majority vote from those attending that meeting. The remit of the ESG cannot be extended beyond the scope of measures in this oLEMP.
- 7.2.9. The Applicant will meet all reasonable costs of attendees of the ESG related to the attendance at meetings and reviewing supplied material. Additional costs will be met where deemed necessary and agreed in advance between the ESG members. The mechanism to securing funding for the costs will be via the S106 agreement.

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of in the presence of **NORTH KESTEVEN DISTRICT COUNCIL**

[Redacted]

Full Name (Director)

[Redacted]

Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary



Common Seal

4702

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of in the presence of **LINCOLNSHIRE COUNTY COUNCIL**

[Redacted]

.....
Full Name (Director)

[Redacted]

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary



Common Seal

No. in Seal
EOL 6359
Book

Executed as a Deed (but not delivered until the date of this Deed) by **SPRINGWELL ENERGYFARM LIMITED** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by **BLANKNEY ESTATES LIMITED** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by **HSBC UK BANK PLC** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

