

We are instructed to make this submission on behalf of INOVYN Chlorvinyls Limited (“**ICL**”) and INOVYN Enterprises Limited (“**IEL**”) in connection with the application for an order granting development consent, submitted by Frodsham Solar Limited (the “**Applicant**”), to authorise the construction, maintenance and operation of the Frodsham Solar Farm (the “**Project**”).

In particular, we are responding to the Examining Authority’s (“**ExA**”) Written Questions 01 (“**ExQ1**”) – **ExQ1: 10.0.4(i)** – which is directed to several Interested Parties, including ICL and IEL, as well as Ineos Fluor Limited (“**IFL**”) (which company does not have Interested Party status, its interests being represented by ICL):

Please could each organisation set out any outstanding concerns [in respect of the compulsory acquisition powers being sought by the Applicant] and provide updates during the examination?

Response on behalf of ICL

Regarding ICL, the position remains as stated in its Written Representation [**REP1-070**].

The terms of a draft Option Agreement and Deed of Easement are in the process of being negotiated between ICL and the Applicant. ICL is waiting to be provided with an undertaking in respect of its legal costs, together with a revised plan for appending to the Option Agreement which shows an accurate registered title boundary and a reduced ‘option area’, i.e. an appropriate construction corridor rather than the entirety of the land comprised in plots 5-3 and 5-4 (as shown on Sheet 5 of the Land and Crown Land Plans (P03) [**REP1-003**] (the “**Land Plans**”); referred to hereinafter together as the “**ICL Land**”). Upon receipt of these items, ICL will share its detailed comments on the draft Option Agreement and Deed of Easement with the Applicant.

Engagement between ICL and the Applicant has been constructive to date and ICL remains positive that an agreement can be reached with the Applicant within the examination period. However, in order for this to be the case, certain critical items are required to be established and legally documented, notably:

1. the retention by ICL of the freehold ownership (and control of) the ICL Land; acquisition by the Applicant of the freehold interest in the ICL Land is considered by ICL to be wholly disproportionate;
2. regarding the rights which ICL is prepared to grant to the Applicant to facilitate the delivery of the connection between the on-site substation for the Project and the Frodsham substation (also known as the SPEN substation), the limitation of the rights to rights of ‘oversail’ for overhead lines only; ICL cannot accept and will not agree to the installation and retention of permanent Project infrastructure in the ICL Land; and
3. a prohibition on the extinguishment of or interference with the existing rights of ICL¹ and IFL², including (without limitation) rights of access, and to support and service installations in respect of the land at Frodsham Marsh Lagoon.

At the present time, ICL does not envisage requiring the inclusion of bespoke Requirements and/or Protective Provisions in the draft Development Consent Order (P-04) (the “**dDCO**”) [**REP1-004**].

However, should it not be possible to progress negotiations in respect of the draft Option Agreement and Deed of Easement during the intervening weeks between the date of these submissions and the Compulsory Acquisition Hearing which is scheduled to take place on 24 February 2026 (the “**CAH**”), it will be necessary for ICL to alter its position.

¹ Noted in the Book of Reference (P-04) [**REP1-008**] (the “**BoR**”) against plots 3-36, 3-41 and 3-43 [agricultural land to the west and south west of Frodsham Marsh Lagoon and east of Brook Furlong]; plots 5-1, 5-2, 5-5, 5-6, 5-7 and 5-9 [agricultural land adjoining Frodsham Marsh Lagoon, together with the accessway/track known as Weaver Lane]; and plots 5-15, 5-17, 5-19, 5-20 and 5-23 [private road leading to Frodsham substation (also known as the SPEN substation), the substation itself and the bed & banks of the River Weaver]. ICL is also the beneficiary of a right to pass and repass over a section of Weaver Lane which runs from the connection point with the public highway at Ship Street – forming plots 5-8, 5-10, 5-11 and 5-12 – such rights being contained in a deed of grant of easements dated 29 September 2022.

² Noted in the BoR against plot 5-3, such rights being contained in a deed of further assurance dated 9 January 2001.

Should these circumstances arise, ICL will update the ExA at the CAH and provide summary details of its proposed changes to the dDCO and the basis upon which the requisite provisions are considered justified.

Response on behalf of IEL

Turning to IEL, as the ExA will be aware, the Applicant submitted updated versions of the Book of Reference (P-04) **[REP1-008]** and the Land and Rights Negotiations Tracker (P-02) **[REP1-010]** at Deadline 1.

Read together, these documents – following certain Land Registry updates – confirm the removal of IEL’s interests (i.e. concerning an Option to enter into a Deed of Grant in respect of a pipe and outfall for discharge of saline water into the Manchester Ship Canal) from plots 3-25 and 3-31 (as shown on Sheet 3 of the Land Plans). These changes are also recorded in the Schedule of Land Rights Changes (P-02) **[REP1-031]**.

Accordingly, there is no requirement for IEL to continue participating in the examination and we confirm that its request to be heard at the CAH is withdrawn.

Eversheds Sutherland (International) LLP

19 January 2026