

Rosefield Solar Farm

Statement of Common Ground –
Preston Farms Limited and TCS
Biosciences

Table of Contents

Table of Contents	1
Overview	2
Proposed Development Description	3
Table of matters Agreed/Not Agreed.....	4
Signatures	76

Overview

- 1.1.1. This Statement of Common Ground ('SoCG') has been prepared on behalf of Rosefield Energyfarm Limited ('the Applicant') in relation to the Development Consent Order (DCO) application for the construction, operation and decommissioning of Rosefield Solar Farm (hereafter referred to as the 'Proposed Development').
- 1.1.2. The Proposed Development is a proposed new solar farm and battery storage facility located in Buckinghamshire. The proposals also include infrastructure to connect the Proposed Development to the National Grid East Claydon Substation, as well as supporting site infrastructure and environmental mitigation, including landscaping and ecological planting.
- 1.1.3. The SoCG is being submitted to the Examining Authority as a final version at deadline 6.
- 1.1.4. The note on Tenancies prepared by Mr Simon Alden on behalf of PFL/TCS dated 11.08.26 at 18:06 has been submitted in response to Action Point 4 of CAH2. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to at Deadline 7. The Applicant has responded to Action Point 4 in the Applicant's Response to PFL/TCS Deadline 5 Submission [EN010158/APP/8.43] submitted at Deadline 6.
- 1.1.5. The Applicant has today (12 August 2026) added text referring to an Option Agreement with the Claydon Estate and specific provisions within it. This is a significant addition not raised either in tenancy discussions or the examination to date. PFL/TCS have not seen that and wish to see it (including because it is in tension with what has been said by the Claydon Estate regarding FBT land not needed for above ground infrastructure). Were it not the very end of the examination, with barely a week to go to Deadline 7, PFL/TCS would have suggested the entire SoCG be put on hold, but in the circumstances PFL/TCS agree the SoCG should be provided to the ExA now.

Parties to this Statement of Common Ground

- 1.1.6. This SoCG has been prepared by the Applicant and Preston Farms Limited and TCS Biosciences Limited.

Terminology

- 1.1.7. The Table of matters agreed/not agreed summarises the main topics covered and the status of the matter. The colour coding system used within that table is as follows.

Cell	Status
	Agreed - indicates where an issue has been resolved.
	Not Agreed - indicates a position where both parties have reached a final position that a matter cannot be agreed between them.

Proposed Development Description

- 1.1.8. The Proposed Development comprises the construction, operation (including, maintenance), and decommissioning of solar photovoltaic ('PV') development and energy storage, together with associated infrastructure and an underground cable connection to the National Grid East Claydon Substation.
- 1.1.9. The principal components of the Proposed Development include:
- Solar PV development consisting of:
 - Ground mounted Solar PV generating station. The generating station would include Solar PV modules and mounting structures; and
 - Balance of Solar System (BoSS) which comprises: Inverters; Transformers; Switchgear; Combiner Boxes; acoustic barriers and cabling.
 - A project substation (the 'Rosefield Substation') compound comprising: Transformers; Switchgear; reactive power compensation bays; disconnectors; circuit breakers; busbars; control equipment; lightning surge arrestors; building(s) including office, control, functions, material storage, material laydown areas and welfare facilities; firewalls; fencing and acoustic barriers; a security cabin; parking as well as wider monitoring, maintenance and emergency equipment;
 - A Main Collector Compound and two Satellite Collector Compounds comprising: Switchgear; Transformers; ancillary equipment; operation and maintenance and welfare facilities; material storage; material laydown areas; fencing and acoustic barriers; and security cabins;
 - Battery Energy Storage System (BESS) compound comprising: batteries and associated Inverters; Transformers; Switchgear, ancillary equipment and their containers; office, control and welfare buildings; fencing and acoustic barriers; monitoring, maintenance and emergency systems; air conditioning; electrical cables; fire safety infrastructure; operation (including maintenance) security facilities; material storage; and material laydown areas;
 - Interconnecting Cabling Corridor(s) to connect the Solar PV modules and the BESS to the Satellite and Main Collector Compounds to the Rosefield Substation;
 - A Grid Connection Cable Corridor to connect the Rosefield Substation to the National Grid East Claydon Substation via 400kV cabling;
 - Ancillary infrastructure works comprising: boundary treatment; security equipment; lighting; fencing; landscaping; internal access tracks; works to facilitate vehicular access; earthing devices; earthworks; surface water management; utility connections and diversions; and any other works identified as necessary to enable the Proposed Development;
 - Green and blue infrastructure, recreation and amenity works comprising: landscaping; habitat management; biodiversity enhancement; the creation of three permissive footpaths; and works to divert PRoW Footpaths;
 - Site-wide operational monitoring and security equipment; and
 - Highways infrastructure improvements and safety works comprising: minor junction improvement works; road widening; passing places; and works to facilitate vehicular access to the Site.

Table of matters Agreed/Not Agreed

1.1.10. The following table sets out the position of the Applicant and Preston Farms Limited/TCS Biosciences Limited in greater detail with reference to the Examination Library.

Table 1: Position of the Applicant and Preston Farms Limited and TCS Biosciences Limited

Ref	Matter	PFL/TCS Position	Applicant Position	Agreed or not Agreed
1 General				
1.1	Development Proposals	Preston Farms ("PFL") is an affected person.	Agreed	Agreed
1.2		TCS Biosciences ("TCS") is an interested party.	Agreed	Agreed
1.3		PFL/TCS do not object to the principle of solar energy generation in this general area, PFL/TCS have objected to the Rosefield Solar Farm as currently proposed. 1.18 (below) outlines five specific changes/measures raised with the Applicant in 2024 and if those changes are made and measures secured this	PFL/TCS representations to date demonstrate that they object to Rosefield Solar Farm as currently proposed	Not Agreed

		would allow PFL/TCS to withdraw its objection to the Solar Farm.		
1.4		PFL object to the DCO as drafted and the order limits affecting their land.	Agreed	Agreed
1.5		TCS object given the impact on both the PFL operation and the TCS operation. TCS has raised direct impacts around air quality. TCS object given impact on the biomedical production system which would arise through impact on PFL's operation and the integrated PFL/TCS supply chain. TCS consider that the impact would be direct as it relies exclusively on PFL's donor livestock. TCS/PFL have in evidence explained that a significant complement of both PFL/TCS employees are involved in biomedical production. The impact on TCS is considered direct, as jobs and production in both companies are interdependent. TCS would be affected by any disruption to the integrated system. Refs: REP1-133 Overview paras 16–	The Proposed Development does not have a direct impact on the TCS operation. TCS do not have an interest within the Order Limits. PFL hold an interest in land within the Order Limits. Any impact on TCS will be as a result of any impact on PFL as part of the supply chain and its supply relationship with PFL.	Not Agreed

		24; PFL WR, Intro paras 3–6, Business Overview paras 11– 21; TCS material referenced in Overview paras 17–23]		
1.6	PFL Operation	PFL is a specialist, Home Office licensed operator, under Animals (Scientific Procedures) Act (ASPA). PFL has been a licensed operator under the ASPA regime since it was introduced in 1986. It was common knowledge that PFL was a licensed operator before the DCO application was submitted. The Applicant first requested a copy of PFL’s Home Office Licence on 17 June 2026. On 18 June 2026 PFL explained the licence is a confidential document, containing information that is not appropriate for an ‘open’ examination. PFL have explained conditions it must meet under ASPA, its ASPA establishment licence and the associated Code of Practice [REP5-111 Submissions/Evidence para.39 and fn.3] Refs: REP1-133 Overview paras 16–18; PFL WR, Intro paras 2–6, Business Overview paras 11– 24, Reg. Context paras 22– 24; App. 1 Vet letter,	Despite a request for a copy of the Home Office license the license has not been provided. The Applicant therefore cannot determine who is bound by the License (PFL, TCS or both) nor what land/property is covered by the license. PFL/TCS seek to point to ASPA as a source for confirming conditions of the License but ASPA merely sets out general conditions for obtaining a License, for any applicant, and does not set out what specific measures are in place or commitments that are made in respect of PFL’s operation. Without the License neither the Applicant nor the Secretary of State can be sure what conditions the License imposes.	Not agreed

		opening paras and paras 2–3 REP2-107 Intro paras 1–6; Q1.17.1 paras 24–26; Q1.19.13 paras 36, 41; Mrozik Review secs. 1.3, 1.11;] REP3-067 ISH1-2 Sub. paras 20–24, 31–38, 41; App. B Timeline, entries for 05/09/2023 and 14 December 2023 REP4-104 ISH1 AP 37 paras 20–25, 27, 32–33; ISH1 AP 43 paras 37– 43; App. Path letter pp.27–28; App. NVS letter pp.37–39 [REP5-111 Submissions/evidence para.39 and fn.3] The minimum conditions of the Licence are readily available on the government website however given the Applicant’s refusal to take our word for it we will provide a redacted copy of the establishment licence at Deadline 6 showing that it covers the whole PFL land buildings and operation.		
1.7		PFL operates a unique, controlled livestock environment developed over 60 years. PFL produces all its own forage (feed for livestock) from its holding. That PFL is self-sufficient in forage is critical to prevent external contamination. Forage brought in from outside, introduces diseases and	The Applicant agrees it is a unique livestock business. The Applicant is not able to confirm the statements made regarding food sources.	Not Agreed

		contaminants that threaten the health of the livestock and the integrity of the animal blood products. PFL's own machinery and equipment is silo'd in the different parts of PFL's holding. The machinery and equipment is deliberately kept and used only within specific areas to prevent cross-contamination between different herds, flocks, or fields that threaten the health of the livestock and the integrity of the animal blood products.		
1.8		The ExA has evidence of controls concerning Farm hygiene and Home Office operating discipline [REP3-067 Op Detail Appendix C pp.39-40]. That note was submitted further to the ASI. The ExA has evidence of measures in place concerning biosecurity and site security arrangements; the allocation of fields and movement routes to particular herds and flocks; specific rotational grazing and forage production; multiple water and supplementary feeding points; species appropriate enrichment; the use of familiar handlers and routes. PFL in response to ISH AP37 explained the 3Rs (Replacement,	The evidence supplied relates to ASPA not the specific conditions in respect of the PFL land and conditions of the Home Office License.	Not Agreed

		Reduction, Refinement) which underpin the ASPA Code of Practice (“CoP”). [REP4-104 p.6] Refinement requires avoidable distress and lasting harm to be reduced to the minimum. PFL is subject to ASRU inspection for compliance with ASPA, its establishment licence conditions and the CoP. The licenced operations must be carried out consistently with the 3Rs, and the CoP informs the standards of care, accommodation and environmental management.		
1.9	PFL/TCS Operation	PFL’s operation is not a typical agricultural business. PFL is integrated with its related company, TCS, for biomedical production/supply of donor animal blood for diagnostics in the UK and internationally (an “integrated system”).	Agreed that PFL’s operation is not a typical agricultural business. For the avoidance of doubt PFL are a separate company to TCS. Whilst it is agreed that PFL supply TCS and they have a director in common they are separate entities with different owners/persons with significant control. PFL have an interest in the land being acquired. TCS is an interested party.	Agreed

1.10	Livestock welfare	The operating environment is designed around livestock welfare. Maintaining a stress-free environment for livestock is essential for PFL and TCS' viability, and TCS' products. Maintaining a stress-free environment is consistent with welfare and environmental responsibilities imposed by ASPA and the Home Office Code of Practice. The operating environment includes: (i) Careful Management of Herd Movement and Grazing (ii) Specialist Housing Facilities for livestock (iii) Biosecurity Measures (iv) Controlled contact with people and animals (v) Animal feed comes from the holding (vi) Screening with high hedges PFL has 60 years' experience operating an environment that it says is a specialist stress free environment. Refs: REP1-133 Overview paras 24–35; PFL WR, Business Overview paras 14–21, Reg. Context paras 22–24,	Whilst the Applicant accepts PFL takes the welfare of animals seriously there is nothing to suggest the PFL outdoor operating environment has been specifically adapted or designed around animal livestock. PFL have raised issues in respect of noise, vibration and biosecurity but currently has no obvious measures in place to control these factors outside those typical of any farming operation.. Only limited evidence has been provided as to the impact of stress on the product. Despite the ExA's request for examples in Action Point 43 of Action points from issue specific hearing 1 (ISH1) [EV7-018] the only example provided is anecdotal evidence that the product is poorer when sheep are sheared.	Not Agreed
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		Welfare/Product paras 25–31; App. 1 Vet letter paras 1–6 REP2-107 Q1.16.14 paras 13– 22; Q1.17.4 paras 30–33; NVS letter, paras beginning “Due to the management]” to “minimal as possible”; Equine Vets letter, paras on welfare, physiological stress, cortisol and blood quality REP3-067 ISH1-2 Sub. paras 20, 29–35, 70–76, 95–96; App. C Ops Notes, Purpose/Donor secs REP4-104 ISH1 AP 35 paras 7–12; ISH1 AP 37 paras 20–25, 30–33; ISH1 AP 43 paras 37–48; App. TCS Supporting Note paras 3–6, 20–22, 43–45]		
1.11		The Applicant has added this as an 'issue' in this SoCG in a version dated 10.8.26. The need to use Granborough Road was explained in detail clearly by PFL [ExQ2 Q1.19.13 paras 35-41]. Livestock can cross Granborough Road safely because of its very low traffic and PFL has developed protocols for such crossings managed by experienced PFL staff. Road crossings are done at quiet times such as mid morning.	PFL currently have to cross public highways in order to move animals around the holding. There are no specific control measures in place in respect to crossing public highways.	Not Agreed
1.12		Public Rights of Way (“PRoWs”) cross 6/10 and 6/13.	Public Footpaths cross the PFL land area. No specific measures are in place	Not Agreed

		PFL has 60 years' experience managing its holding and biosecurity risk and manage the same within its ASPA-regulated system. The PRowWs do not undermine biosecurity and evidence from the people who established, and run the PFL holding have given evidence that use is minimal to non- existent and any users are familiar to and with the area. Existing controls include biosecurity and animal contact signage and staff oversight. PFL has assessed that no additional measures are currently required to protect animal welfare and biosecurity from the existing, lightly used PRowWs. PFL cannot require users of PRowWs use disinfection mats and therefore does not rely on them for this purpose.	to protect animal welfare from such public access. PFL appear to rely on the fact that use is minimal and those using the PRow are familiar with the area. These are not specific Bio Security measures to protect the animals.	
1.13		Gates are in place for entrances to the silage clamps from Granborough Road.	Whilst a gate is in place for one entrance to the silage clamps from Granborough Road evidence so far (historic photographic evidence and site visits) is that the gate is not closed and no	Not Agreed

		Granborough Road is extraordinarily quiet and very lightly trafficked road Gates are a biosecurity control measure. At the time of the ASI it was not closed. The gates are likely to be open when the facility is in active use. PFL has assessed that under the current pattern of use, no additional controls are required in respect of public access to the feed contained in the clamps.	controls are in place in respect of public access to the feed contained in the clamps. The second entrance from Granborough Road does not appear to have a gate.	
1.14		Animal housing on the access to Middle Farm are set away from the residential access. There is a clear degree of separation from public access and traffic and PFL's operation. Farm deliveries are pre-notified to the Farm Manager and are subject to applicable vehicle and personnel biosecurity controls. PFL/TCS have an established relationship with residents locally and have designed their biosecurity protocols accordingly.	Access to Middle Farm, one of the main animal housing areas, is shared with residential properties. No obvious measures are in place with respect to access by people visiting the residential properties along the shared access track. This includes delivery drivers etc. Again PFL appear to rely on a relationship with locals rather than any controls to manage Bio Security risk.	Not Agreed
1.15		PFL have controls in place in respect of land uses from adjoining landowners	PFL do not have any controls in place in respect of noisy land uses from adjoining	Not Agreed

		or areas of public access/highway which run through the site as set out at 1.9. Tranquillity of the locale is acknowledged by the Applicant. The starting point is to assess the locale. That is remarkably quiet. It will be seriously disrupted by increased activity or traffic associated with the Development Proposal. PFL has been able to operate successfully for over 60 years as a holding that depends on and enjoys peace and quiet and low-stress conditions. PFL manages livestock exposure to existing noise and disturbance within a naturally quiet rural environment. The evidence before the ExA explains that grazing (especially equine grazing) is in fields not bounded by roads – see map of typical existing holding layout [REP5-111 p.30] “Noise barriers” are not in place where controls in place include locating horse grazing away from public roads, maintaining substantial established hedgerows as visual and acoustic	landowners or areas of public access/highway which run through the site. As an example a noisy vehicle could pass along the public highway but no noise barriers in place. The map based evidence supplied by PFL at Deadline 6, and photographic evidence, shows that Grazing takes place field adjacent to the roads despite PFL’s claims it does not. PFL seeks to rely on established hedgerows as ‘noise barriers’ from adjoining noise emitting sources. The Applicant seeks to rely on the same and therefore maintaining the established position.	
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		screening [see at 1.9], PFL has control over its scheduling/timing of activities.		
1.16		The current environment, which PFL's existing controls reflect, is one in which there are no there are no local, proximate, activities of the nature or scale as proposed by the Rosefield development.	There are a number of activities of a similar nature to Rosefield proposed in the area including an extension of the National Grid Substation, Statera BESS and the Statkraft BESS. All are adjacent to PFL land.	Not Agreed
1.17	Fragmentation of the PFL Holding	Fragmentation of the PFL holding would disrupt the integrated system and threaten PFL and TCS' operations. PFL's holding is contiguous in that the land within the order limits physically touches. If E23 is developed for solar PV, it would physically separate the land to the east from the main body of the Holding to the west (including E21/22). This would disrupt direct livestock access and operational integration. The land to the east of E23 is already separated from the southern part of the	The PFL holding will not be fragmented as all land will remain contiguous and accessible by PFL.	Not Agreed

		Holding by Granborough Road, further fragmenting the operation. If E23 is used for solar panels, the land to the east would no longer be contiguous with the rest of the Holding. E23 is central to integrated management and biosecurity that are essential to PFL's unique operation.		
1.18		PFL's holding will be fragmented where the dDCO will prevent access to freehold grazing land east of E23. Livestock presently access that grazing land via the bridleway bridge over the brook. This bridge is the only practical route for moving livestock between the main body of the Holding and the land to the east, due to the natural barrier created by the brook and the location of the bridge.	Freehold access to fields to the East of E23 will remain available via two gates from Granborough Road which are the current access points utilised by PFL. Should PFL reach an agreement with the Estate a land area has been offered which would maintain access to the fields to the East of E23 through E23.	Not Agreed

		PFL has explained in detail in its submissions why E23 is central for its operation to avoid fragmentation and for flexibility in its operation. The latest suggested corridors in E23 are not workable		
1.19		The holding is contiguous. The dDCO will prevent access to freehold grazing land east of E23.	With the Proposed Development in place all PFL land will remain contiguous and accessible. Should PFL reach an agreement with the Estate a land area has been offered which would maintain access to the fields to the East of E23 through E23.	Not Agreed
1.20		The current proposals create a real risk of losing one of six horse herds equating to a 16.66% reduction in horse donor blood [REP5-111 p.8] as the same land area does not equate to the same operating model	Replacement land has been offered as part of an agreement with the Estate. The replacement land ensures PFL have the same land area as per the current position.	Not Agreed

			Without the agreement PFL is set to lose significantly more land which will have a far greater impact on the horse donor blood supply. This is not as a result of the Proposed Development but rather a consequence of the limited land interest held.	
1.21		The reason PFL/TCS are threatened is this Proposal. The Applicant's tenancy document REP4-088 is wrong to ask the ExA to accept for the purpose of the application that PFL/TCS is facing a notice to quit has nothing to do with its Proposal. For detail of PFL/TCS position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	If PFL have to vacate the FBT land on 30 September 2026 this would threaten the PFL/TCS operation. PFL have to vacate the land as a result of the notice to quit served by the Estate. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7.	Not Agreed
1.22		This was introduced as an issue by the Applicant. The Applicant has not explained what	If the Notice to Quit is actioned PFL will occupy significantly less land including land outside of the Proposed Development boundary. PFL have	Not Agreed

		is meant by “operation to continue”. In a counterfactual scenario where PFL lose Field E23 this will result in a substantial reduction of operational land that can be used for animal rotation and grazing where the replacement land cannot be used. That includes the loss of freehold land to the east of E23 on the current proposal. Replacement land does not secure the necessary land or land with the necessary operating environment for PFL/TCS to continue to operate. As above at 1.18 E23 is critical for livestock to access PFL’s land to the east. There is a brook and bridge. Its loss to solar PVs would fragment the holding. The Applicant insistence that every square meter of land as functionally equal is wrong. E23's unique position means its loss would have a far greater operational and biosecurity impact than other fields.	highlighted that just the loss of E23 would have a significant impact on the business and therefore the loss of the land currently under the Notice to Quit would have a much greater impact. The agreement between the Estate and PFL secures the land required for the PFL/TCS operation to continue.	
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		Without E23, integrated livestock movement, grazing rotation, and herd separation would be compromised. The loss of E23 to solar arrays threatens animal welfare, biosecurity, and consequently the ability of PFL/TCS to supply of critical animal blood products		
1.23	Avoiding fragmentation and unacceptable risk/likely significant effects (see also below under (4), (5), (6))	The following would avoid fragmentation and unacceptable risk/likely significant effects of the PFL holding: (i) removal of the construction route to Parcel 3 from Granborough Road; (ii) removal of Field E23; (iii) restricting rights across the holding to essential cabling only; (iv) the Applicant providing to protect PFL/TCS against business interruption losses in the event of a BESS fire;	(i) As set out in Construction Access Review [EN010158/APP/8.29.2] the construction route from Granborough Road cannot be removed. (ii) As set out in the Tenancy Position of Preston Farms Limited [EN010158/APP/8.30] [REP4-088], after 30 September 2026 PFL will have no rights to occupy Field E23. This is as a result of the landlord's issuance of a Notice to Quit – which the landlord is entitled to serve at any time irrespective of the Proposed Development. However, the Applicant has updated the Design Commitments [EN010158/APP/5.9.7] at G2 to accommodate a movement corridor if PFL is granted access rights across Field E23. (iii) Schedule 9 of the Draft DCO [EN010158/APP/3.1.8] will be reviewed by the Applicant for Deadline 6.	(i) Not agreed (ii) Not agreed (iii) Not Agreed

		and (v) effective and certain mitigation measures especially at site boundaries. For (v) Mitigation must be sufficiently certain to avoid adverse effects altogether. In respect of the PFL/TCS operation, the mitigation is not secured and the Applicant has not introduced evidence from any suitably qualified expert(s) to demonstrate that the proposed mitigation would prevent impacts on livestock, blood quality and health/safety. Refs: REP1-133 Overview paras 14–15, 40–43, 61– 67, 68–72; PFL WR, Rep. Summary “targeted changes sought”, Access Parcel 3 paras 49–55, Proximity paras 56–60, E23 paras 61–67, Access/Cables paras 68–74, Alt./Mitigation paras 75– 78 REP2-107 Intro paras 1–5; Q1.16.14 paras 14–22; Q1.17.4 paras 30–33;	(iv) There is no evidence the BESS will have any impact on the adjoining land holding. Please refer to BESS Plume Assessment Summary [EN010158/APP/7.13.3] [REP3-042] and Applicant’s Response to Action Point 45 from ISH1 [EN010158/APP/8.26] [REP4- 084] for further evidence of this conclusion. Mitigation measures are proposed and secured.	(iv) Not agreed (v) Not Agreed
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		Q1.19.13 paras 35–41;] REP3-067 ISH1-2 Sub. paras 14–16, 42, 47–50, 56–68, 69– 77, 97–99; App. A paras A1.1–A1.4, A3.1–A3.7, A5.1– A8.1 REP4-104 ISH1 AP 35 paras 6–18; ISH1 AP 37 paras 25, 31–36; ExQ2 Q2.2.3 paras 1–5; ExQ2 Q2.3.1 paras 1–4]		
1.24	Engagement	PFL/TCS and the Applicant have had engagement prior to the submission of the DCO application as more fully set out in the Timeline of Engagement (Appendix B to REP3-067) and a meeting on 21 July 2026 the agreed notes of which are appended to this SoCG.	The Applicant agrees with the timeline of engagement but note that more topics were discussed than what is set out in the timeline, as explained at line 3.15.14 of the Applicant's Response to Deadline 3 Submissions [REP4-081]. A further meeting between the parties was held on July 21st 2026 and subsequent to that meeting further mitigation measures have been proposed by the Applicant at Deadline 6. The Applicant notes that the agreed meeting notes appended to the SOCG are now outdated.	Not Agreed
2 Priority of PFL/TCS				
2.1	Exclusive Supply	PFL/TCS are one of two suppliers of donor animal blood for diagnostics in the UK and the only in England and Wales (the products are here referred to as "TCS products", as the donor blood comes from PFL to TCS; and TCS then process it and supply the products).	It is agreed that PFL/TCS are one of two suppliers of donor animal blood for diagnostics in the UK, although alternative suppliers exist outside of the UK.	Not Agreed

		There is no evidence that international suppliers would or could step in if PFL/TCS were unable to continue to meet 60-70% of the entire NHS annual demand. TCS refer to evidence from the Royal College of Pathologists concerning restrictions/viability of importing blood from the EU. It is common ground that blood used for agar in the UK must be of high quality, with strict rules about quality and its shelf-life.	See 2.4 below it is now our understanding the PFL/TCS does not supply the NHS direct but is part of a supply chain of multiple companies who supply Blood Agar to the NHS.	
2.2	Use in diagnostics	TCS products are essential to NHS diagnostics, clinical trials, and medical production, as demonstrated by the letters received from various groups including the UKHSA, Royal College of Pathologists and Association of Laboratory Medicine.	Agreed	Agreed
2.3	Shelf life of TCS products	TCS products have a short shelf life. Four weeks maximum from the date of manufacture for “whole” donor animal blood products. Products cannot be frozen, due to the impact on red blood cells (haemolysis) caused by the freezing process.	The Applicant does not dispute this.	Agreed

		Whole donor animal blood is used as-is and requires no thawing or reconstitution prior to its use. Some gentle mixing is required to ensure homogeneity prior to use.		
2.4	Disruption in supply	Any disruption in the supply of TCS products would have significant adverse consequences for human health diagnostics. Agar plates have multiple suppliers in E&W. Donor blood has only 1 supplier in E&W and that is PFL/TCS. Dr Zubir Ahmed stated that: "there are a number of suppliers on NHS Supply Chain's current framework which support a level of resilience across England." Dr Ahmed was referring to suppliers of agar plates. That there is more than one supplier for agar plates does not address supply resilience of donor-blood products.	It is not clear what replacement supply would be in place. In the response to the Department of Health and Social Care Written Question asked by Kit Malthouse MP, Zubir Ahmed, then Parliamentary Under-Secretary for Health and Social Care responded that there were a number of suppliers which support a level of resilience across England. In addition, there are further suppliers outside of the UK.	Not Agreed

2.5	Assessment of adverse effects	The greater the impact on TCS' products the greater the consequences for public health/safety. See above 2.3-2.4.	See Row 2.4 above	Not Agreed
2.6	National Health	The impacts of the proposed development have potentially significant adverse consequences for national health, relevant for the purposes of s104(7) Planning Act 2008. The benefit of ~ 10 MWp equating to 5% of the overall generating capacity and the option now to move the Granborough Road Access to the Winslow Road do not outweigh the harms to PFL/TCS that are not avoided with the current proposed package of mitigation (including land loss, fragmentation, biosecurity risks, operational disruption and significant adverse consequences for donor blood supply to medical diagnostics especially from construction noise). Refs: REP1-133 Overview paras 53–57; PFL WR, Necessity/Prop. paras 79–83 REP2-107 Q1.17.1 paras 24–28; Mrozik Review sec. 4 REP3-067 ISH1-2 Sub. paras 89–96; App. A paras A1.1–A1.4, A3.7, A8.1 REP4-104 ISH1 AP 35 paras 15–18; ISH1	The Planning Statement [EN010158/APP/5.7.5] [REP4-008] sets out how the Applicant has complied with Section 104 of the Planning Act 2008 and considers the overall planning balance of the Proposed Development. Section 104(7) applies should the adverse impact of a proposed development outweigh its benefits. This subsection does not apply here: the planning balance concludes that the limited adverse impacts of the Proposed Development in isolation after mitigation (which are limited to biodiversity, heritage and landscape and visual effects) and adverse inter-project impacts remaining after mitigation (which are limited to biodiversity and landscape and visual effects) are not considered to outweigh the Proposed Development's demonstrable and substantial benefits.	Not Agreed

		AP 43 paras 49–50; ExQ2 Q2.6.2 paras 1–6; ExQ2 Q2.14.5 paras 6–8]		
2.7	Harm to national health	If national health is harmed by an EN-3 project the Secretary of State cannot rely on the CNP presumption to grant a DCO because it would not be a decision in accordance with s.104(3) Planning Act 2008. The evidence [REP5-111 and evidence submitted at earlier deadlines] explains PFL/TCS supply approximately 60–70% of the NHS's annual demand for blood-containing agar plates, The higher the supply to demand ratio the greater significance and the greater risk. Evidence from a biomedical/chartered scientist explains impairment in the PFL/TCS supply would have a substantial negative impact on diagnostic services nationally, as the UK has very limited blood-based media production capacity. [REP5-111] PFL have explained their operation is at capacity in terms of food production. PFL/TCS are the only supplier of donor-blood products in England & Wales.	The Applicant maintains that there is no quantifiable evidence before the Examination which demonstrates that the medical supplies of the NHS would be impacted as a result of the Proposed Development, and therefore any public disbenefit suffered. The Applicant refers to its response to Q1.17.1 within the Applicant's Response to the Examining Authority's First Written Questions [EN010158/APP/8.13] [REP2-087].	Not Agreed

		The current proposals create a real risk of losing one of six horse herds equating to a 16.66% reduction in horse donor blood production This would directly threaten 10–12% of the NHS's current bio-diagnostic need for blood-containing media, simply from the loss of E23. This is before other threats. Veterinary evidence together with acoustic/vibration evidence is not contradicted by the applicant with evidence that noise/vibration and associated stress would not degrade both the quantity and quality of donor blood, leading to increased wastage, reduced product consistency, and potential batch failures. The evidence of the Royal College of Pathologists and UKHSA explains that there is critical supply and it is irreplaceable. The applicant has not provided evidence that other suppliers could step in to fill the gap (and nor could they),		
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		Refs: REP1-133 Overview paras 53–59; PFL WR, Necessity/Prop. paras 79–83 REP2-107 Q1.17.1 paras 24–28; Mrozik Review sec. 4 REP3-067 ISH1-2 Sub. paras 89–96, 98; App. A paras A1.1–A1.4, A3.7, A8.1 REP4-104 ISH1 AP 35 paras 15–18; ISH1 AP 43 paras 49–50; ExQ2 Q2.6.2 paras 1–6; ExQ2 Q2.14.5 paras 6–8]		
2.8	Unacceptable residual impact	It is PFL/TCS' position relying on expert evidence and its own evidence that the DCO if made will have significant impacts on diagnostics in national health. This would amount to residual impacts which present an unacceptable risk to or interference with human health and/or public safety for the purposes of EN-1 4.1.7 and 4.2.15. PFL/TCS point to supporting evidence, including from BIVDA and the UKHSA, in support of their position that the residual impacts would be unacceptable.	The residual impacts on PFL and TCS would not constitute an exception to the CNP policy, and the Applicant observes that no evidence has been provided to support Preston Farms' submissions that there is an "unacceptable risk to, or unacceptable interference with" public health/safety exception. There is no detail as to what information was provided to BIVDA and the UKHSA when making their assessment.	Not Agreed

		The starting point is the expert evidence adduced by PFL/TCS. The ExA has evidence including multiple letters from: (1) The NVS (2) A veterinary risk assessor (3) Biomedical and diagnostic specialisms from a chartered scientist (3) Biomedical and diagnostic specialisms from a chartered scientist (5) Royal College of Pathologists (6) UKHSA (7) Acoustic/Vibration evidence PFL and TCS rely on that evidence on the following matters: - noise/vibration - Air quality impact - Biosecurity - Impact on donor-blood - stress impacts on donor blood - Diagnostic reliability - Contamination PFL/TCS rely on that body of evidence to demonstrate that noise, vibration, land-take, and biosecurity risks associated with the proposed development would cause stress to livestock and impair the quality of donor blood. There is a significant likelihood of adverse impacts on PFL/TCS donor blood products, even with the		
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		mitigation measures currently proposed. There is probable harm through reduced grazing capacity, increased livestock stress, heightened risk of biosecurity breaches, and the introduction of contamination pathways, which threaten both the quantity and quality of donor blood for medical supply chains. This evidence relied on by PFL/TCS is relevant to the ExA's decision whether to grant the dDCO. The evidence is relied on that EN-1 4.1.7 and 4.2.15 exception is engaged since the DCO/Development Proposal in its current form presents an unacceptable risk to human health and public safety. [Refs: REP1-133 Overview paras 53–57; PFL WR, Business Overview paras 20–21, Necessity/Prop. paras 82–83 REP2-107 Intro para 4; Q1.17.1 paras 24–28; Mrozik Exec Summary, secs. 1.3, 1.10, 1.11 and 4 REP3-067 ISH1-2 Sub. paras 89–96; App. A paras A1.1–A1.4, A3.7, A8.1 REP4-104 ISH1 AP 35 paras 15–18; ExQ2 Q2.6.2 paras 1–6; ExQ2 Q2.14.5 paras 6–8; App. UKHSA letter p.26].		
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2.9		The BIVDA and UKHSA evidence so far as it concerns PFL/TCS does not turn on whether mitigation will or will not be effective. The basic position is that any application that needs EIA must include an Environmental Statement ("ES"). The adequacy of the ES matters and insufficient information was provided in the Applicant's ES to allow for proper consideration of the effects of the development on PFL/TCS. The UKHSA cannot have had adequate information when the Applicant was "in communication" with the UKHSA because the Applicant has failed to understand PFL/TCS.	BIVDA and UKHSA did not have knowledge of the mitigation measures in place when providing evidence. The Applicant has been in communication with the UKHSA throughout the pre-application period regarding the BESS Plume Assessment and the risks to surrounding receptors. A supporting letter from the UKHSA which states 'Acknowledgement that the risk to the public for nearby receptors from chemical emitted during a BESS fire is likely to be low'	Not Agreed
2.10		The Applicant's pursuit of the Proposals has brought about a position whereby the Claydon Estate are seeking to evict PFL from some of the land that it holds under a Farm Business Tenancy ("FBT"). In evidence Tom Mason for the Claydon Estate has explained that Claydon had elected to work with the Applicant and explained that Claydon had served the September 2025 Notice to Quit while trying to negotiate	BIVDA and UKHSA are not aware of the precarious nature of PFL's occupation and that they could, unless an agreement is reached, lose 2/3 of its land. BIVDA and UKHSA did not take into account the land occupation position and the potential benefits of the agreed terms when writing the letters. The Applicant is not seeking to evict PFL. Indeed the Applicant has no land	Not Agreed

		a replacement long-term tenancy with PFL. The fact that the Claydon Estate has elected to work with the Applicant and then the notice to quit arrived shortly after shows that such notice is clearly linked to the Proposal. For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	interest at this point and is unable to 'evict' PFL. PFL have been served a notice to quit by their Landlord. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7	
3 Biosecurity				
3.1	PFL Protocols	PFL holding has strict biosecurity protocols. They are critical to ensure there is controlled access to the PFL holding to keep the risk of contamination of the donor blood as low as practicable	The Applicant has reviewed all of the submissions and mitigation measures in place seem to be restricted to training of staff, managing animal and farm machinery movement in the holding and accompanied site visits. No details are provided as to measures in place to manage external risks particularly where the holding is intersected by third party/public access. External factors include use of adjoining land, public rights of way, public	Not Agreed

			highways and shared access with residential properties. Notwithstanding this, the Applicant has provided an Outline Biosecurity Management Plan [EN010158/APP/8.39] at Deadline 5 and the measures therein would keep the risk of contamination of the donor blood as low as practicable.	
3.2	Biosecurity	There are multiple interactions over areas where PFL has the necessary biosecurity controls in place starting from the point of severity (consequences) of the risks to PFL/TCS.	As set out above there are multiple interactions over areas where PFL have no controls in place. For example highways, public footpaths and shared access routes.	Not Agreed
3.3	Biosecurity during Construction	Third-party construction machinery and a transient workforce would breach PFL's biosecurity protocols. On the ASI PFL applied its standard visitor biosecurity protocol for the ExA and the Applicant's representatives attending. Refs: REP1-133 Overview paras 34–35, 40.1, 40.5, 43; PFL WR, Access Parcel 3 paras 49–55, Access/Cables paras 68–74; App. 1 Vet letter para 3 REP2-107 Q1.16.14 paras 19–22; Q1.19.13 paras 35–41 REP3-067	It is not clear which existing PFL biosecurity protocols in the outdoor grazing areas would be breached by the access for construction equipment and workers. Suitable biosecurity mitigations and controls are proposed in the outline Biosecurity Management Plan [EN010158/APP/8.39] to ensure that during construction and operation the existing biosecurity measures that are currently in place are maintained or most likely improved, in light of the current	Not Agreed

		ISH1-2 Sub. paras 10, 15, 20–28, 59–60, 69–73; App. D Biosecurity risks REP4-104 ISH1 AP 35 paras 7, 11; ISH1 AP 37 paras 24, 26–33; App. NVS letter pp.37–39]	limited obvious access and biosecurity controls in the grazing fields.	
3.4		Access and activity during the construction phase in breach of PFL's biosecurity protocols presents a serious risk of contamination of donor blood through the pathways of what the livestock breathes and consumes (for present purposes it is assumed direct contact with livestock will be avoided) and airborne contamination affecting the donor blood until it is ready for shipping from TCS. As above at 3.3. Refs: REP1-133 Overview paras 34–35, 40.1, 40.5, 43; PFL WR, Access Parcel 3 paras 49–55, Access/Cables para 74; App. 1 Vet letter paras 1–4, conclusion REP2-107 Q1.16.14 paras 15, 19–22; Q1.19.13 paras 36–41; Equine Vets letter, paras on biosecurity, contractors, vehicle movements and disease risk REP3-067 ISH1-2 Sub. paras 10, 15, 20–35, 59–60, 69–76, 95; App. D Biosecurity	As above, it is not clear which existing PFL biosecurity protocols in the outdoor grazing areas would be breached by the access for construction equipment and workers. Suitable biosecurity mitigations and controls are proposed in the Outline Biosecurity Management Plan [EN010158/APP/8.39] to ensure that during construction and operation the existing biosecurity measures that are currently in place are maintained or most likely improved, in light of the current limited obvious access and biosecurity controls in the grazing fields.	Not Agreed

		risks REP4-104 ISH1 AP 35 paras 7, 11; ISH1 AP 37 paras 24–36; Req./plans p.25; App. NVS letter pp.37–39]		
3.5		Neither the OBMP nor the CAR mitigates the risks that matter for PFL/TCS. The OBMP is not supported by any ASPA specialist. The contamination pathways that matter for PFL/TCS are feed, donor blood, personnel and vehicles, construction access. The OBMP does not assess the contamination pathways identified by PFL/TCS.	The biosecurity and access measures set out by the Applicant in the Outline Biosecurity Management Plan [EN010158/APP/8.39] and Construction Access Review [EN010158/APP/8.29.2] mitigate any identified risk during construction.	Not Agreed
3.6	Biosecurity during Operation	The risk of biosecurity breach or other contamination at PFL land or TCS laboratories during operation requires the Applicant to prove in advance of any DCO that it can and will put in place robust, practical mitigation such that risks are capable of being avoided with certainty. In terms of the latest version of the Applicant's biosecurity plan.	The Applicant has set out biosecurity measures in the outline Biosecurity Management Plan [EN010158/APP/8.39] and Construction Access Review [EN010158/APP/8.29.2] and has given a commitment to work with PFL/TCS both prior to and during construction and operation. Measures such as a new gated access to the silage clamp and an animal crossing on Granborough Road will likely deliver a	Not Agreed

		Rosefield retains all authority over biosecurity “measures”. TCS is granted consultation rights nothing more. The plan introduces thresholds for intervention that are set too high (e.g “Where a PFL/TCS animal is injured or is clearly and significantly distressed”). Those thresholds if crossed require the Applicant take action after serious/adverse consequences have already occurred. Construction and operation phases require compliance with the “measures” or controls. There is no practical mitigation such that risks are avoided with certainty. There is no guarantee that agreed biosecurity and operational measures will be properly maintained or that PFL/TCS will have recourse if/when compliance and standards slip.	betterment to the existing PFL/TCS operational arrangements in terms of biosecurity and access controls.	
3.7		As above at 3.6 the latest biosecurity plan is inadequate for the operational phase of the Proposed Development.	The biosecurity and access measures set out by the Applicant in the Outline Biosecurity Management Plan [EN010158/APP/8.39] and Construction Access Review [EN010158/APP/8.29.2]	Not Agreed

			mitigate any identified risk during operation.	
4 Assessment of unacceptable risk/likely significant effects				
4.1	EIA	Assessment of significance of impact for the purposes of the EIA Regulations, with PFL, in conjunction with TCS, as the receptor, is derived on this basis: (i) Significance is a combination of sensitivity of receptor and magnitude of impact. (ii) Sensitivity of receptor is a combination of value of receptor and its susceptibility to change. (iii) The scale for all of these is nil, low, moderate, high, with moderate the threshold for a significant effect at the final stage. The receptor here, PFL in conjunction with TCS, is high value, given its	It is agreed that PFL, in conjunction with TCS, is a sensitive receptor considered within the ES (Chapter 14: Population). (i) (i) It is agreed that the assessment of significance is based on a combination of the sensitivity of the receptor with the magnitude of change. (ii) (ii) It is not agreed that 'sensitivity is based on the 'value' of the receptor in isolation - sensitivity is based on whether changes to land, environment or accessibility (after compensation and mitigation is applied) would affect the operating practices and viability of the receptor, subject to the ability of that receptor to respond to or absorb change (in-line with guidance applied and referenced in ES Chapter 14: Population). (iii)	(i) Agreed (ii) Not Agreed (iii) Not Agreed

		importance to medical bio-science diagnostics, and high susceptibility, given the inherent fragility of the operation, as evidenced by the extreme sensitivity of the key component: the donor livestock (see letters from Home Office Named Veterinary Surgeon (“NVS”) dated 5 March 2026, 20 April 2026, 22 June 2026) Sensitivity is high. If the magnitude of impact is major or moderate, the effect is assessed as major. If the magnitude of impact is minor, the effect is assessed as moderate. If the magnitude of impact is negligible, the effect is assessed as minor. Any effect assessed as major or moderate is considered a likely significant effect.	(iii) The resultant significance rating is either negligible, slight, moderate or major. It is not agreed that the ‘value’ is high specifically – but the sensitivity of the receptor is identified as ‘very high’ (not ‘extreme’) when the sensitivity criteria set out in ES Chapter 14 are applied, suggesting change may affect viability of the business. Sensitivity is ‘very high’ rather than ‘high’. The magnitude of change is assessed based on the criteria applied in Table 14.22 of ES Chapter 14: Population which is derived from guidance for such an impact assessment, and is considered to be ‘low’ drawing on individual environmental assessments and in the context of mitigation applied.	Not Agreed
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		Accordingly, the magnitude of impact needs to be assessed based on what the Applicant knows of construction and operation of the proposed development for each source (noise/fire, see (5) and (6) below). Refs: REP1-133 Overview paras 45–52; PFL WR, ES Deficiencies paras 40–44, Welfare/Product paras 25–31; App. 1 Vet letter opening paras and paras 1–6; App. 3 Sharps Acoustics report, Intro paras 1.1–1.3, Impact of noise and vibration on horses paras 3.1–3.13, Conclusions paras 5.1–5.3 REP2-107 Q1.16.14 paras 13– 18; Q1.17.1 paras 24–28; Mrozik Exec Summary, secs. 1.2–1.7, 1.11 and 4 REP3-067 ISH1-2 Sub. paras 31–35, 40–42, 69–76, 89–96; App. A paras A1.1–A1.4, A3.7, A8.1 REP4-104 ISH1 AP 35 paras 7–18; ISH1 AP 43 paras 37–50; App. TCS Supporting Note paras 3–6, 20–22, 38–45; App. NVS letter pp.37– 39]		
4.2	Assessing Risk	Assessment of risk to PFL/TCS operations with PFL, in conjunction with TCS, as the receptor, is derived on this basis:	The Applicant has undertaken an Environmental Impact Assessment (EIA) which is presented in the Environmental Statement [EN010158/APP/6.1 – 6.4] which forms part of the DCO Application. The EIA presents the results of the EIA	Not Agreed

		(i) It is necessary to assess both the likelihood of an event occurring and also the severity of outcome (i.e. the consequences if an event occurs) (ii) Since the consequences of an event affecting the key component (donor livestock) affects the level of likelihood that is acceptable, the correct approach is to consider the consequences of the event affecting the key component first. (iii) The Development Proposal is unique in that the DCO order limits sought affect the operations of PFL (a specialist, licenced operator/ controlled livestock environment developed over 60 years) and TCS is one of only two exclusive suppliers of donor animal blood for diagnostics in Great Britain.	undertaken for the project and sets out the likely significant environmental effects that would result from the construction, operation (including maintenance), and/or the decommissioning of the project, alongside the proposed mitigation measures to avoid, prevent, reduce or, if possible, offset any identified significant adverse effects on receptors / matters. The EIA has been undertaken in accordance with applicable legislation and guidance which has been tailored to each environmental factor of the EIA using industry standard methods and criteria, and professional opinion where appropriate. Further detail on the assessment approach and methodology applied to each environmental factor assessment is presented within the respective environmental factor assessment chapters provided in ES Volume 2, Chapters 6 - 17 [EN010158/APP/6.2]. The Applicant has worked closely with PFL/TCS and has secured numerous mitigation measures within the Outline	
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		(iv) An event affecting the key component (donor livestock) is a very real issue in this DCO examination were an event to occur or arise at construction or operational phases of the development. (v) In assessing the consequences (severity) of the event occurring the assessment must identify the pathway between the source and the receptor. The pathway between the source and the receptor should be broken down and assessed based on what the Applicant knows about the construction and operation of the proposed development for each source (noise/fire, see (5) and (6) below). Refs: REP1-133 Overview paras 16–24, 32–43, 45– 52, 68–72; PFL WR, Business Overview paras 11–21, Welfare/Product paras 25–31, Proximity paras 56–60, E23 paras 61–67; App. 1 Vet letter paras 1–6 and conclusion; App. 3 Sharps Acoustics report, paras 3.1–3.13 and 5.1–5.3	CEMP [EN010158/APP/7.2.6], Outline Operational Environmental Management Plan [EN010158/APP/7.3.6], Outline Decommissioning Environmental Management Plan [EN010158/APP/7.4.6], Outline Battery Safety Management Plan [EN010158/APP/7.9.5], Outline Construction Traffic Management Plan [EN010158/APP/7.5.5] and Outline Biosecurity Management Plan [EN010158/APP/8.39] to minimise the risk of the Proposed Development on the operations of PFL/TCS. The Applicant will continue to liaise with PFL/TCS during the preparation of these detailed management plans and subsequently during the construction phase.	
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		REP2-107 Q1.16.14 paras 13– 22; Q1.17.1 paras 24–28; Q1.17.4 paras 30–33; Mrozik Exec Summary, secs. 1.1–1.11, 2.1–2.6, 3.1–3.4 and 4 REP3-067 ISH1-2 Sub. paras 9–12, 20–42, 69–77, 89–96; App. A paras A1.1–A1.4, A3.1– A3.7, A5.1–A8.1 REP4-104 ISH1 AP 35 paras 7–18; ISH1 AP 37 paras 20–36; ISH1 AP 43 paras 37–50; ExQ2 Q2.3.1 paras 1–4]		
4.3	Mitigation	For any likely significant effect or significant risk, avoidance or mitigation which is certain to be effective must be secured in advance of any DCO being granted. Refs: REP1-133 Overview paras 14–15, 51–52, 61– 72; PFL WR, Alt./Mitigation paras 75– 78, Necessity/Prop. paras 79–85; App. 1 Vet letter conclusion; App. 3 Sharps Acoustics report, Conclusions paras 5.1–5.3 REP2-107 Intro paras 2–3; Q1.16.14 paras 15–22; Q1.17.4 paras 30–33; Q1.19.13 paras 35–41;] REP3-067 ISH1-2 Sub. paras 14–16, 40–42, 69–77, 97–99; App. A paras A1.1–A1.4, A3.1–A3.7, A8.1 REP4-104 ISH1 AP 37 paras 25, 31–36; ISH1 AP 43 paras 48–50; Req./plans p.25; App. Sharps Acoustics technical note sec. 3.0, pp.43 onwards]	Mitigation measures are set out and secured in the relevant outline management plans, including Outline CEMP [EN010158/APP/7.2.6], Outline OEMP [EN010158/APP/7.3.6], Outline DEMP [EN010158/APP/7.4.6], Outline CTMP [EN010158/APP/7.5.5], Outline LEMP [EN010158/APP/7.6.6], Outline SMP [EN010158/APP/7.7.4] and Outline Biosecurity Management Plan [EN010158/APP/8.28.2]. The mitigation measures set out in the management plans above are considered to be effective. Detailed management plans will be approved	Not Agreed

			prior to construction as is required by the draft DCO.	
5. Noise				
5.1	Noise: PFL Operations	PFL control noise levels to maintain equine and ovine welfare, as donor animals must be stress-free in order to protect the quality of the donor blood, as stress causes changes in blood composition, and loud, sudden or unexpected noise is likely to stress the livestock. Vehicles are operated only by specialist personnel who are familiar with the holding and its livestock. Twice-daily health checks are undertaken using a Gator vehicle, approximately the size of a golf buggy, to which the animals are accustomed. Refs: REP1-133 Overview paras 24–30, 32–33; PFL WR, Business Overview paras 14–21, Welfare/Product paras 25–31; App. 1 Vet letter paras 1–2 and 6; App. 3 Sharps Acoustics report, Impact of noise and vibration on horses paras 3.1–3.13 REP2-107 Q1.16.14 paras 13–18; Q1.17.4 paras 30–33; NVS letter, paras on herd movement, flight	PFL currently have no noise control measures in place in respect of outdoor areas. PFL cannot control noise from external sources. Whilst it is acknowledged that the grazing fields will generally be relatively quiet areas, they are not devoid of acoustic influence that have the potential to trigger a negative impact. Sources of noise may include, but not be limited to: • Vehicle movements on local road links including Granborough Road. · • Agricultural works involving noise emitting plant/machinery. · • Regular aircraft movements, including microlights in the local area. · • Deer stalking events in the wider area, resulting in impulsive shotgun fire. · • Exposure to noise from electrical infrastructure from the East Claydon National Grid Substation. ·	Not Agreed

		response, stress and injury risk; Equine Vets letter, paras on welfare, stress, vibration, light, sound and blood quality REP3-067 ISH1-2 Sub. paras 20, 29–35, 72–76; App. C Ops Notes, Purpose, Donor Session and animal movement/field management material REP4-104 ISH1 AP 43 paras 37–48; App. TCS Supporting Note paras 3–6, 20–22, 23–30, 43–45; App. NVS letter pp.37–39; App. Sharps Acoustics technical note Intro and sec. 2.0, pp.41– 42]	• Corona discharge from overhead transmission lines within land parcels occupied by horses. · • Members of the public traversing PRowS.	
5.2	Proposed development	Construction and operation of the solar farm would introduce new noise and vibration, affecting sensitive equine and ovine receptors through stress reaction. Operation of the solar farm would introduce new noise and vibration. New noise and vibration would affect sensitive equine and ovine receptors through stress reaction. Refs: REP1-133 Overview paras 40.3–	The introduction of new noise and vibration is acknowledged by the Applicant which is why a range of acoustic mitigation measures have been committed to which are secured by the Outline Construction Environmental Management Plan [EN010158/APP/7.2.7] (oCEMP). The CEMP has been revised at Deadline 6 with a commitment to temporary noise barriers around any construction work areas taking place in Parcel 3 and along the construction access route from Granborough Road. In addition the CEMP provides a further commitment regarding the use of rotary piles and/or	Not Agreed

		40.4, 47–51; PFL WR, ES Deficiencies paras 40–44, Proximity paras 56–60; App. 1 Vet letter para 1; App. 3 Sharps Acoustics report, paras 3.1–3.13 and 4.1–4.14 REP2-107 Q1.16.14 paras 13– 18; Q1.17.4 paras 30–33; Equine Vets letter, paras on machinery, vibration, light, sound and stress response REP3-067 ISH1-2 Sub. paras 31–35, 40–42, 72–76, 95–96; App. C Ops Notes REP4-104 ISH1 AP 35 paras 7, 9–10; ISH1 AP 43 paras 37–50; ExQ2 Q2.13.5 paras 1–2; App. NVS letter pp.37–39]	shrouds and resilient pads between piles and drivers within Parcel 3.. The construction phase mitigation would be discussed and agreed in advance as part of the detailed CEMP preparation and during the six-month advance notification/consultation process. During this period, the presence of the livestock within the grazing fields would be a key factor, in terms of the mitigation that would be adopted. In addition to conventional acoustic mitigation measures, the Applicant would work with Preston Farms Ltd to seek means in which livestock can be located away from construction activities where practicable, including: · • The Applicant scheduling noise-generating works when livestock are stabled during winter months where possible within overall construction programme. · • Temporary use of other areas of land for livestock grazing within the Order Limits during construction in Parcel 3, away from the works. · • Preston Farms Limited prioritizing the use of their fields further from noise-	
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			generating works for grazing during construction in Parcel 3. During the operation (including maintenance) phase, noise emissions will generally be steady-state or gradually increasing/decreasing and therefore are unlikely to cause disturbance to horses and sheep. Notwithstanding this, mitigation measures to reduce operational noise have been introduced to minimise the likelihood of adverse effects. A series of measures have been adopted into the design of the Proposed Development to avoid or reduce the potential stress on animals as far as practicable, although there is a lack of evidence regarding the noise levels which would result in a stress response. Given the potential for noise and vibration to affect livestock, a range of mitigation measures have been introduced, for all phases of the Proposed Development.	
5.3		The Applicant will introduce noise mitigation measures for the construction phase. There is uncertainty as to the nature of	The Applicant will have noise mitigation measures in place during construction as secured in the Outline Construction	Not Agreed

		that noise mitigation including in respect of the use of non-percussive piling methods, the depth and height of planting of hedgerows prior to construction. Landscape mitigation (screening) is not itself noise mitigation, and in any event the commitments regarding screening are at the 10 year point. The veterinary expert evidence relied on by PFL that stress from noise disturbance and the deterioration in blood quality is evidence given by experts aware of the Applicant's proposed noise mitigation measures.	Environmental Management Plan [EN010158/APP/7.2.7] (oCEMP). The depth and height of planting of screening around areas adjacent to PFL-occupied fields during construction is set out clearly in the Outline Landscape and Ecological Management Plan [EN010158/APP/7.6.7] (oLEMP), with 15m-wide blocks of woodland screening with taller trees planted approximately 3m high, at the year of planting, in the first 5m from the Order Limits to provide additional screening	
5.4		The magnitude of noise impact will vary according to the location of the livestock and so proximity is a variable. The veterinary expert evidence is that noise disturbance would still be likely to adversely affect livestock, especially given proximity to core grazing areas and one housing unit / donation centre.	The impact of noise will be dependent on the location of the animals during construction.	Not Agreed
5.5	Assessment of noise	The sensitivity of PFL to noise is high. If the magnitude of impact is major or moderate, the effect is assessed as major. If the magnitude of impact is minor, the effect is assessed as moderate.	The first sentence is agreed but the 'magnitude of impact' categories referred to do not align with those used in ES Volume 2, Chapter 13: Noise and Vibration [EN010158/APP/6.2.5].	Not Agreed

		If the magnitude of impact is negligible, the effect is assessed as minor. Any assessment that has a moderate or major effect is a likely significant effect.		
5.6		The magnitude of impact has not been assessed by the Applicant.	There is a lack of reliable studies which enable the onset of an adverse effect to be linked to a measured noise level for livestock, including sensitive donor herds. In the absence of a specific significance threshold, it has been assumed that there is a potential for significant adverse effects to occur, and therefore in accordance with EIA Regulations, a range of mitigation measures has been introduced to control the noise and vibration levels. To establish the levels of noise and vibration that may trigger an adverse effect for the donor herd, this would generally require simulated activities to be undertaken, with livestock responses monitored by a veterinary specialist using heart rate monitors or other behavioural responses. Given the potential issues with this approach, it is	Not Agreed

			unlikely to be viable to Preston Farms Ltd and TCS Biosciences Ltd.	
5.7	Likely significant effect/unacceptable risk	Noise and vibration during both construction and operation phases presents a likely significant effect on, and unacceptable risk to the key component, livestock and its donor blood and therefore to PFL and TCS' operations. It can only become acceptable if it can be avoided altogether or mitigated with certainty in project design. Refs: REP1-133 Overview paras 47–52, 68–72; PFL WR, Welfare/Product paras 25–31, ES Deficiencies paras 40–44, Proximity paras 56–60; App. 1 Vet letter paras 1–6 and conclusion; App. 3 Sharps Acoustics report, Conclusions paras 5.1–5.3 REP2-107 Q1.16.14 paras 13–18; Q1.17.4 paras 30–33; Equine Vets letter, paras on stress, physiological variation, welfare and diagnostic health security REP3-067 ISH1-2 Sub. paras 31–35, 40–42, 69–77, 95–99; App. C Ops Notes REP4-104 ISH1 AP 35 paras 7–12; ISH1 AP 43 paras 37–50; ExQ2	The Applicant has put in place measures to limit both the noise and vibration during both construction and operation. It is agreed that avoidance is the primary approach and the Applicant is willing to work with PFL to understand how noise and vibration impacts can be avoided (management of the PFL operation, mitigation measures). The construction phase mitigation would be discussed and agreed in advance as part of the detailed CEMP preparation and during the six-month advance notification/consultation process. During this period, the presence of the livestock within the grazing fields would be a key factor, in terms of the mitigation that would be adopted. In addition to conventional mitigation measures, the Applicant would work with Preston Farms Ltd to prioritise a means in which livestock can be located away from construction activities. For example, the Applicant has offered the use of alternative land within Parcel 2 for grazing during construction activities in Parcel 3.	Not Agreed

		Q2.13.5 paras 1–2; App. TCS Supporting Note paras 3–6, 20–22, 38–45]		
6. BESS Fire Risk and Atmospheric Dispersion				
6.1	Fire Risk Severity	The fire risk is high severity where: (i) The currently accepted approach to putting out BESS fires (including a lithium-ion fire) is through applying significant amounts of water (ii) The chemical composition of batteries include carcinogenic dioxins; lithium and heavy transition metals; Nickel Manganese Cobalt and Hydrogen Fluoride. (iii) The contaminants in the firewater are likely to be significant. (iv) The consequences of contaminated firewater that is not contained would be catastrophic to PFL's use of its land for its operations.	i) The Outline Battery Safety Management Plan [EN010158/APP/7.9.5] outlines the safety measures that would exist to ensure safe construction, decommissioning and operation of the Battery Energy Storage system. It is not anticipated that firefighting techniques would involve direct jets of water onto burning equipment and would be limited to containment and cooling of adjacent units to prevent the fire from spreading. This is in line with the National Fire Chief Council Updated guidance. Water would be used as boundary cooling to ensure adjacent units are kept cool to avoid the spread of fire. ii)	Not Agreed

		(v) The atmospheric dispersion of chemicals in the event of a BESS fire is likely to be significant. (vi) Atmospheric dispersion from a BESS fire to the donor livestock (key component) would be catastrophic considering the pathway from the source of a BESS fire to the donor livestock. (vii) TCS' laboratory ventilation systems would be compromised in the event of plume considering the pathway from the source of a BESS fire. (viii) There is a low-likelihood of a BESS fire and atmospheric dispersion. (ix) The proximity of BESS and other infrastructure means there is a high-severity of a fire and high-severity of atmospheric dispersion.	ii) A BESS Plume Assessment Summary [EN010158/APP/7.13.3] [REP3-042] [has been carried out by the Applicant to evaluate potential air quality impacts and risk associated with thermal runaway incident. This study concludes that the significant risk to health effects to the surrounding land uses is judged to be very low. The Applicant has also added another commitment within the Design Commitments [EN010158/APP/5.9.6] [REP4-010] for a minimum separation distance between the battery unit and the relevant surrounding field boundaries to ensure all contaminant levels remain below AEGL1 limits in the surrounding PFL/TCS occupied fields. iii) iii) The Outline BSMP [EN010158/APP/7.9.5] [REP4-074] also outlines containment measures that	
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		(x) Fire service response times and emergency planning are critical considerations in assessing fire risk to PFL/TCS. Such risks must be avoided or mitigated in advance with certainty. Refs: REP1-133 PFL WR, Proximity paras 56–60; Overview paras 40.3–40.4, 51–52, 66–67, 68–72 REP2-107 Q1.16.14 para 17(c); Mrozik Exec Summary, secs. 1.1–1.11, 2.1–2.6, 3.1–3.4 and 4 REP3-067 ISH1-2 Sub. paras 47–49, 72–73, 95; App. A paras A6.4–A7.2 REP4-104 ExQ2 Q2.2.3 paras 1–5; ExQ2 Q2.3.1 paras 1–4; ISH1 AP 35 para 7; ISH1 AP 37 paras 31–33]	will be included within the design to ensure a sealed isolatable system exists to ensure the pathway between retained fire water and the receptors is blocked. iv) iv) Firewater will be contained as set out in the Outline BSMP [EN010158/APP/7.9.5] [R EP4-074]. v) v) Please refer to BESS Plume Assessment Summary [EN010158/APP/7.13.3] [REP3-042][and Applicant's Response to Action Point 45 from ISH1 [EN010158/APP/8.2 6] [REP4-084] which determine that the effects of thermal runaway incident are very low risk. vi) vi) Please refer to Applicant's Response to Action Point 45 from ISH1 [EN010158/APP/8.2 6] [REP4-084] 26] where human AEGL1 limits have been used. As AEGL1 limits are designed to ensure reversible or prevent more minor effects	
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			in the most sensitive human populations, they are judged most applicable for comparison against animals. While it is acknowledged the unique nature of the livestock in question and their health importance to a business, in the absence of evidence on the levels that would harm the specific horses to the level that would have an effect on the business, it is not possible to conduct a further assessment beyond the comparison with the strictest human standards. vii) vii) As above please refer to BESS Plume Assessment Summary [EN010158/APP/7.13.3] [REP3-042][REP3-042] which determines that the dispersion of the Plume wouldn't compromise TCS/PFL ventilation systems due to the distance from the BESS area to the holdings. viii)	
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			viii) Agreed – please refer to the LOPA within the Appendix of the BESS Plume Assessment Summary [EN010158/APP/7.13.3] [REP3-042] [REP3-042] which determines the likelihood of a thermal runaway incident to be in the region of 1 in 5804 years. ix) ix) Please refer to responses above. The effects of thermal runaway incident are concluded as very low risk. x) x) As outlined in the Outline Battery Safety Management Plan (Outline BSMP) [EN010158/APP/7.9.3]: As a minimum, the battery system will have completed unit or installation level UL 9540A (5th Edition) testing (Ref), the BESS design will have completed large scale fire testing (LSFT) to demonstrate that loss will be safely limited to one BESS enclosure without the intervention of Fire Fighters. NFPA 855 (2026 revision)	
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			mandates that Large Scale Fire Testing (LSFT) which is full scale burn testing of the BESS system to validate safe equipment spacing, must be conducted and the BESS selected at detailed design must as a minimum have completed this testing under the UL 9540A test program or an accredited 3rd Party LSFT test program i.e. CSA, DNV, TUV SUD, etc. The BESS is designed to not propagate to adjacent units and will be left to 'burn out'. Therefore, Buckinghamshire and Milton Keynes Fire Authority (BMKFA) intervention to a BESS incident, in worst case scenarios would typically be limited to boundary cooling of adjacent BESS units to prevent the fire from spreading. The fire would be allowed to burn out. The Applicant will work closely with Buckinghamshire and Milton Keynes Fire Authority to provide all relevant	
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			information on BESS and Site design features to inform all necessary hazard and risk analysis studies and assist in the development of comprehensive Risk Management Plan and Emergency Response Plan.	
7 Design				
7.1	Current use of Field E23 by PFL	Field E23 is critical for animal rotation and food production. Livestock location and grazing rotation change throughout the year. E23 is used seasonally for both animal movement and grazing. As PFL will not occupy the land to the north of Field E23 this will represent a significant change to the current holding and reduces flexibility and movement corridors as highlighted layouts1-3 Deadline 5 [REP5-111 p.33] making E23 more important than if the	The business operates without moving animals through Field E23 for a number of months in the year. PFL will not occupy land to the north of Field E23 if the Proposed Development proceeds and therefore the status of Field E23 will change. It should also be noted that the Design Commitments document [EN010158/APP/5.9.8] secures an area for animal movement through Field E23 if an agreement is reached between PFL and the Estate. If no agreement is	Not Agreed

		land north of E23 was not already being lost.	reached PFL will not have an interest in E23.	
7.2		The reason the landlord served the Notice to Quit was to facilitate the solar scheme (See above 1.21) Whilst it is intended that E23 and all other PFL current interest in the Order Limit area will initially be under a short term FBT the Claydon Estate have acknowledged any land that was proposed to go into the short-term FBT, that was subsequently not required for the scheme, would be added to the Long-term FBT currently under negotiation. The paragraph that begins "E23 forms part of the Option Agreement" was text the Applicant added On 12 August 2026 That is the first time reference was made here to the Option Agreement with the Claydon Estate and to specific provisions within that agreement. That text is a significant addition to the SoCG.	PFL do not have a long term interest in Field E23 so its use as part of the wider holding is in jeopardy whether the Proposed Development proceeds or not. The Estate was entitled to issue a Notice to Quit irrespective of the Applicant and Proposed Development. It is our understanding that the Notice to Quit was served as part of the agreed Heads of Terms between the Estate and PFL. E23 forms part of the Option Agreement between the Applicant and the Estate. The current Option Agreement allows the Applicant to draw down a lease over this land as part of the wider Option area. The Estate therefore must make the vacant possession of the land available to the Applicant if the Applicant calls on the Option. Should the Estate wish to provide Field E23 to PFL in the scenario where it is not required for the Proposed Development, the Estate and the Applicant would need to agree a	Not Agreed

		The matter had not previously been raised in the tenancy discussions or in the examination to date. PFL/TCS have not seen the Option Agreement. PFL/TCS wish to see the Option Agreement, including because the new text appears to be in tension with what has been said by the Claydon Estate regarding FBT land not being needed for above-ground infrastructure. If the examination were not at a very late stage, with barely one week remaining before Deadline 7, PFL/TCS would have suggested that the whole SoCG be put on hold. In the present circumstances, PFL/TCS agree that the SoCG should now be provided to the ExA.	variation to the Option Area requiring the Applicant to 'give up' this land	
7.3		With the exception of fields maintained as permanent pasture, fields are generally used for winter food production and later season grazing. This has been explained to the Applicant numerous times and specifically in Deadline 3 submissions (REP3-067)	Google earth imaging shows Field E23 has been used as an arable field until June/July over the last 4 or 5 years.	Not Agreed

7.4		The Applicant added this “issue” to the Drat. The Applicant makes a bare assertion. It is PFL’s evidence that E23 is key for livestock movement, and there is dual use of the field. The movement of machinery across the holding can be just as crucial to the management of the farm as animal movements. Temporary fencing is used when necessary. The farm responds to changing conditions to ensure food required is produced and livestock rotated through grazing. The evidence before the ExA is that E23 has dual and changing operational uses. Machinery uses the margins to move between different parts of the holding. That machinery access is itself essential to forage production, feeding, livestock management and biosecurity. E23 is also used for livestock movement and grazing. PFL adapts the use of the field in response to seasonal, weather, ground	Whilst crop is growing in Field E23 it is not used for animal movement and is used for vehicle movement around the margins. The latest Animal Movement Areas Plan which has been sent to PFL for comment provides access for machinery along the four boundaries of Field E23 and access for livestock via 80m wide areas along the northeastern and southwestern boundaries of Field E23, providing access for livestock from the field to the west to the fields to the east and south of Field E23. Therefore the Proposed Development will not hinder animal and vehicle movements between PFL-occupied fields.	Not Agreed
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		and feed conditions to ensure that winter forage is produced and livestock can be safely rotated through the available grazing. The 'sandwich' proposed for E23 sent by the Applicant to PFL's solicitors on 6 August 2026 does not work as it does not allow the necessary livestock access. That design assumes that livestock could be moved through the field to the west, when inevitably that will not be the case if it is being used for other livestock. The design also depends on an agreement being reached between PFL and the Claydon Estate to allow access over that field (in the event it is <u>not</u> part of the long term FBT). PFL understands its livestock movement needs		
7.5		Fields are used for a dual process. PFL has introduced layout maps in evidence to show that the ability to rotate animals around the holding is highly constrained and will be reduced	Whilst crop is growing PFL rotate animals around the holding.	Not Agreed

		further by the removal of Parcel 3, excluding E23.		
7.6		The dDCO will prevent access to freehold grazing land east of E23.	Without Field E23 PFL will be able to still access all of its holding as was confirmed within ISH3. It should also be noted that the Design Commitments document [EN010158/APP/5.9.8] secures an area for animal movement through Field E23.	Not Agreed
7.7		The Applicant's calculation assumes a fixed sequence of winter housing followed by cropping. E23 is not required to be cropped and could be retained wholly for grazing; alternatively, it may be used for forage production followed by later season grazing and livestock movement, with temporary fencing used as required. As explained at Deadline 5, E23 will become permanent pasture when the development goes ahead assuming it remains available to PFL PFL's holding is managed dynamically in response to weather, ground, feed and livestock conditions. It provides grazing when summer pasture is under pressure, internal machinery and movement access, access to land east of E23, and flexibility through the centre of the holding.	On the basis animals are housed from October/November to April/May and crop is then grown, Field E23 can only be available for animal movement/grazing for 3 or 4 months of the year.	Not Agreed

		This has previously been explained at REP2-107, Q1.19.13 paragraphs 36–37; REP1-133 paragraphs 39–42; REP3-067 paragraphs 53–58; and REP5-111 page 33.		
7.8	Consequences of loss of E23 for PFL	The loss of E23 to solar panels means the land to the east would no longer be contiguous with the rest of the holding, undermining the integrated management and biosecurity that are essential to PFL/TCS. The dDCO will prevent access to freehold grazing land east of E23. E23 will become even more integral to the holding with the loss of the other part of Parcel 3 and will become permanent grazing [see Deadline 5 [REP5-111 p.33]]	The loss of Field E23 does not fragment the PFL holding. All PFL land remains contiguous with other land and access is available to all land. Fields to the east of E23 will still be accessible from Granborough Road via two gates which are currently utilised. Furthermore, the area for animal movement allows for access to the east of E23.	Not Agreed
7.9		For detail of PFL/TCS's position on the status of the land negotiations see the note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	PFL will not be in occupation of E23 after 30 September 2026 unless they reach an agreement with the Claydon Estate. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains	Not Agreed

			inaccuracies that the Applicant will respond to a Deadline 7	
7.10		For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	Any agreement, such as the one proposed, will allow the Claydon Estate to gain possession of E23 when required. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7..	Not Agreed
7.11		For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	Whilst E23 may be important to PFL its occupation of E23 is limited and therefore PFL will need to deal with the consequences of losing E23 whether it be for the Proposed Development or another reason. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7	Not Agreed

7.12	Consequences of removal of E23 for the Applicant	If E23 is removed the Development Proposal would still meet the project's objectives in terms of generating capacity. On the current design proposals E23 would generate approximately 10MWp. Refs: REP1-133 Overview paras 61–64; PFL WR, E23 para 67, Alt./Mitigation paras 75– 78 REP2-107 Q1.17.4 paras 32–33 REP3-067 ISH1-2 Sub. footnote 2 App. A paras A6.6–A6.8; App. B Timeline, 22 February 2022 REP4-104 ExQ2 Q2.14.7 paras 1–5]	Field E23 is capable of providing approximately 15MW of renewable energy generation and is therefore an important part of the Proposed Development to meet the policy objectives of maximising the energy generation near the point of connection, making efficient use of the land and meeting the urgent need for renewable energy as CNP infrastructure, in line with NPS EN-1 (2023).	Not Agreed
7.13		The Applicant initially proceeded on the basis of a smaller Development Proposal excluding E23. That Development Proposal would still have met the project's objectives (REP3-067 Submission following ISH1–2 footnote 2, Appendix A A6.6-A6.8) The Applicant has not relied on evidence from those that walked around the proposed order limits and so does not contradict the evidence of Mr James Preston as to what was explained to him regarding the extent	The Applicant did not start non- statutory consultation or EIA scoping until sufficient land was assembled to meet the project objectives. The preliminary design proposed in the EIA scoping and non-statutory consultation in 2023 included Field E23. It is likely that a misunderstanding has arisen from a historic ecology survey which did not include Field E23, potentially due to survey access restrictions at the time. However, a	Not Agreed

		parcel 3. [REP3-067, both the main document and Appendix A and the Appendix B timeline, along with Mr Preston's oral evidence and see Submission REP5-111]] Refs: REP3-067, both the main document and App. A and the App. B timeline, along with Mr Preston's oral evidence]	historic ecological survey boundary does not comprise a formal project boundary.	
7.14	Livestock corridors	Livestock corridors through solar panels are unsuitable for herd management and risk animal welfare. The Applicant is seeking PFL's agreement to an alternative design now in its third iteration. The Applicant has the third time chosen to revise what PFL has in good faith suggested as an alternative. See above at 7.4. The most recent design will not work as it assumes that livestock could be moved through the field to the west, when inevitably that will not be the case if it is being used for other livestock. The design also depends on an agreement being reached between PFL and the Claydon Estate to allow access over that field (in the event it is <u>not</u> part of the long term FBT).	A revised proposed Animal Movement Areas Plan has been sent to PFL for comment which provides access for machinery along the four boundaries of Field E23 and access for livestock via two 80m wide areas along the northeastern and southwestern boundaries of Field E23, providing access for livestock from the field to the west to the fields to the east and south of Field E23. An animal movement area is not considered necessary along the northwestern boundary of E23 as there is a PFL-occupied grazing field immediately to the west which animals can move through. The Applicant provided two designs to facilitate animal movements before PFL proposed an alternative. The current design is a response to PFL's proposal	Not Agreed

			and is the design secured by the Design Commitments.	
7.15	Livestock 'arc'	The 'arc' plan design does not replicate the configuration needed for coordinated movement and rotation system for livestock, but is superior to the previous proposal of livestock corridors. The Applicant's "arc" still blocks livestock corridors, reduces grazing capacity, and risks a 16.6% reduction in donor blood supply. PFL/TCS have submitted without prejudice to their primary position that E23 should be removed, an updated animal movement "arc" plan for Field E23, as requested by the Examining Authority, to show how livestock could continue to move through the holding if part of E23 were retained for access. The Applicant has not referred to that plan. Refs: REP1-133 Overview para 40.2; PFL WR, E23 paras 62–65; App. 1 Vet letter paras 4–5 REP2-107 Q1.17.4 paras 30–33; NVS letter, paras on	As above, the Applicant has proposed a revised Animal Movement Areas Plan, to be appended to the Design Commitments document [EN010158/APP/5.9.8] at Deadline 6.	Not Agreed

		herd movement and corridor inadequacy REP3-067 ISH1-2 Sub. paras 29–32, 53, 58, 85–88; App. C Ops Notes, E23 movement plan, corridor-width and replacement-land access material REP4-104 ExQ2 Q2.14.6 paras 1–5; ISH1 AP 35 para 7; App. NVS letter pp.37–39]		
7.16		PFL has previously explained that there are limited areas within the existing holding where livestock movements involve a greater degree of risk. Those locations arise from the established configuration of the holding, are not ideal, and are carefully managed by experienced staff using familiar animals, routes, timings and procedures. PFL has never deliberately introduced such constraints where safer alternatives were available.	PFL already have a number of corridors within the land holding for animal movement which appear to work including a 9m wide and 60m long corridor route to Middle Farm.	Not Agreed
8. Traffic and Access				
8.1	Access to Parcel 3	Proposed construction access to Parcel 3 crosses operational land. This will disrupt and fragment the holding. PFL in October 2024 took position that if access through E23 were required, that it should be limited to a stone	The current construction access route to Parcel 3 was placed in the location identified as a result of a request from PFL in October 2024. However, it is now understood that PFL/TCS do not support this location and the Outline Construction Traffic Management Plan [EN010158/APP/7.5.5] REP5-068 was	Not Agreed

		access along the bottom/east hedge, to minimise interference. The “ecological buffers” is not clear. In the version of this document Applicant returned on 10 August 2026 this has not been explained. Refs: REP1-133 Overview paras 14.1, 40.1, 61.1; PFL WR, Access Parcel 3 paras 49–55 REP2-107 Q1.16.14 paras 14– 15; Q1.19.13 paras 35–41 REP3-067 ISH1-2 Sub. paras 16, 47–50, 54–68; App. B Timeline, entries for 10 October 2024, 16 October 2024, 5 December 2024 and Deadline 2 REP4-104 ISH1 AP 35 para 7; ISH1 AP 37 paras 24, 26–33; ExQ2 Q2.6.2 para 6; D4 tenancy pp.24–25]	updated at Deadline 5 to show an alternative access junction location 50m to the east, which would still provide sufficient visibility splays. The route of the access track within Parcel 3 is flexible and can be moved further to the east at the detailed design stage, insofar as ecological buffers allow.	
8.2	Traffic and access	Third party traffic and access breaches PFL’s carefully managed biosecurity protocol Refs: REP1-133 Overview paras 34–35, 40.1, 40.5; PFL WR, Access Parcel 3 paras 49–55, Access/Cables para 74; App. 1 Vet letter para 3 REP2-107 Q1.16.14 paras 19– 22; Q1.19.13 paras 35–41 REP3-067 ISH1-2 Sub. paras 20–28, 59–68, 69–73; App. D Biosecurity risks REP4-104 ISH1 AP 35 paras 7, 11; ISH1 AP 37 paras 20, 24, 26–33; Req./plans p.25]	There is no evidence that PFL currently control third party access effectively. For example, access to the silage clamp appears open from Granborough Road and there are multiple PRoW which cross PFL fields without clear biosecurity signage or access control measures. Biosecurity measures have been proposed in the Outline Biosecurity Management Plan [EN010158/APP/8.39] to ensure biosecurity is maintained and provides a betterment to the current situation.	Not Agreed

8.3	Alternative routes	Alternative access routes include the route found acceptable by the Planning Inspector who decided to grant planning permission under PINS Appeal Ref: APP/J0405/W/25/3360 81336081 for the development of a BESS at Rookery Farm, Granborough, Buckinghamshire MK18 3NJ. Refs: REP1-133 Overview paras 61.1–62; PFL WR, Access Parcel 3 paras 50–52, Alt./Mitigation para 77 and bullet “Removal of Main Construction Route to Parcel 3” REP2-107 Q1.16.14 para 14; Q1.19.13 paras 38–39 REP3-067 ISH1-2 Sub. paras 64–68; App. F Alt. access route REP4-104 ISH1 AP 37 para 33; ExQ2 Q2.6.2 para 6]	This is irrelevant to the Proposed Development. The traffic route used by the Statera Energy application, only has one access route to site, unlike that for the Proposed Development. The only route choice for the Statera application is between access via East Claydon Road or traffic passing through the settlement of Granborough to an access point to the west of the village.	Not Agreed
8.4	Access routes	PFL has adduced evidence that concludes that the Applicant has underestimated the disadvantages of the proposed Granborough Road route and underestimated the benefits of the Winslow Road alternative, with the result that the alternative route is the preferable access option. Refs: REP5-111 pp.56-82]	The only feasible and safe means of access is via the proposed access route from the A41 via Snake Lane and Granborough Road as demonstrated in Construction Access Review [EN010158/APP/8.29.2] REP4-087. This comment is further addressed in the Applicant's Response to Preston Farms and TCS Biosciences Ltd's Deadline 5 Submission [EN010158/APP/8.43], which confirms that the proposed access route from Granborough Road is suitable and that the route via Winslow Road is	Not Agreed

			untenable on a cumulative basis given the health and safety risk.	
8.5	Alternative Access Route	As above at 8.4	The cumulative effect of HGV access via Winslow would result in a safety risk for other road users and vulnerable pedestrians at the junction of the High Street and Vicarage Road. It is not possible to fully remove or mitigate this in a cumulative traffic situation. This is detailed in the Construction Access Review [EN010158/APP/8.29.2] REP4-087.	Not Agreed
9 Replacement Land				
9.1	Current operation	PFL holding operates at full capacity in terms of crop and livestock management. PFL/TCS has provided evidence of land use/stocking, 743–865 hectares are needed for current livestock numbers, there is no surplus land, there is a dual use system. There is no slack in the system. [REP5-111]	Noted..	Agreed

9.2		For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	The loss of the FBT land in light of the notice to quit served by the Claydon Estate would have a serious impact on the PFL/TCS operation which is far greater than the impact of the Proposed Development. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7	Not Agreed
9.3	Provision of replacement land	Although replacement land offered to PFL in September 2024 [REP3-067 Appendix B] was a possible starting point in appreciating that the proposal would impact PFL and replacement land was offered. The replacement land does not replicate the internal configuration or the coordinated system or facilities thereon. Part of the land (~35%) could be used for general grazing. The remainder is too distant from	Replacement Land has been offered as part of the agreement between the Estate and PFL the alternative will be for PFL to lose the FBT land and replacement land which would significantly alter the internal configuration.	Not Agreed

		donation sites and core operations cannot be used for grazing though it could be used for emergency grazing. The replacement land is not secured by this dDCO and would require significant additional investment by PFL/TCS, including fencing and water infrastructure, at its own expense before it could be used.		
9.4.	Compulsory acquisition of land	PFL holds some land freehold, some land under a AHA tenancy and some land under a farm business tenancy ('FBT'). The land has been held for decades.	Agreed.	Agreed
9.5		The FBT has been periodic since 2014. The landlord (the Claydon Estate, who have granted the Applicant an option) has offered a further 40-year FBT (in	Agreed	Agreed

		May 2026) and in September 2025 served a notice to quit the present FBT.		
9.6		The Applicant's proposed access arrangements for construction and operation require AHA and FBT land.	Agreed.	Agreed
9.7		The Applicant's proposed construction and operational land take requires FBT land for 'above ground' infrastructure and AHA and FBT land for cable runs. Construction and operational access is across AHA land.	Agreed	Agreed
9.8		For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	Unless an agreement is reached PFL will have to vacate the FBT land, including land outside the Order Limits, on 30 September 2026. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7	Not Agreed

9.9		For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	The agreement proposed allows the landowner to take possession of the land required for the Proposed Development as well as the ability to grant third party rights. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7	Not Agreed
9.10		For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to the Applicant together with SoCG signed obo PFL/TCS.	If the agreement is reached the Applicant will not need to use CA powers over the FBT and/or the AHA land. The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7	Not Agreed
9.11		For detail of PFL/TCS's position on the status of the land negotiations see the SoCG note on tenancies from Simon Alden MRICS FAAV and dated 11 August 2026 at 18.06.29 provided to	If the agreement is not reached the Applicant will only need CA powers over the AHA land as PFL will have vacated the FBT land by the 30 September 2026.	Not Agreed

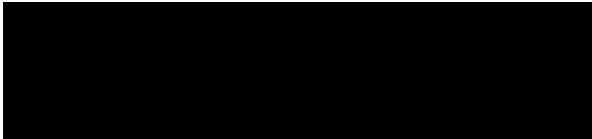
		the Applicant together with SoCG signed obo PFL/TCS.	The Applicant received the Simon Alden note on tenancies on 12 August 2026 and cannot agree its contents, noting it is not party to the negotiations between PFL and the Estate and contains inaccuracies that the Applicant will respond to a Deadline 7	
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Signatures

This Statement of Common Ground is agreed upon:

On behalf of Preston Farms Limited and TCS Biosciences Limited

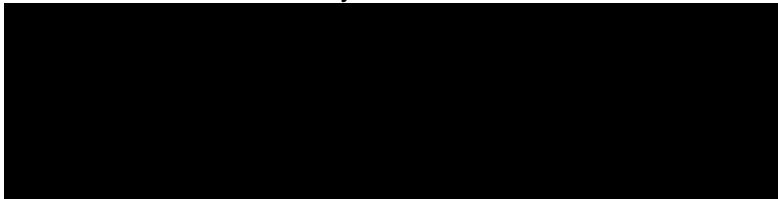
Name: Richard Buxton Solicitors on behalf of Preston Farms Limited and TCS Biosciences Limited

A large black rectangular redaction box covering the signature of Richard Buxton.

Date: 12 August 2026

On behalf of the Applicant

Name: Jame Dewey of Newsteer on behalf of Rosefield Energyfarm Limited

A large black rectangular redaction box covering the signature of Jame Dewey.

NOTES ON THE TENANCIES HELD BY LYNDA JANE PRESTON

The following tenancies are held by Lynda Jane Preston ("LJP"). Both Holdings are effectively occupied by Preston Farms Limited ("PFL"), a company of which she is both a Director and a person with significant control. LJP's son, James Eley Preston ("JEP"), is also both a Director and a person with significant control of PFL.

Agricultural Holdings Act Tenancy ("AHA")

Holding: Botolph Farm, Botolph Claydon.
Dated: 17th August 1972.
Assigned: 11th November 1999.
Landlord: Claydon Estate LLP ("the Estate").
Tenant: Lynda Jane Preston.
Occupier: Preston Farms Ltd.
Status: Annual Periodic.
Area: 373 acres (151 hectares) approximately.

Agricultural Tenancies Act Tenancy ("FBT")

Holding: Sion Hill Farm, Botolph Claydon.
Dated: 11th November 1999.
Landlord: Claydon Estate LLP.
Tenant: Lynda Jane Preston.
Occupier: Preston Farms Ltd.
Status: Holding Over.
Area: 339 acres (137 hectares) approximately.

LJP & PFL as Tenant - Why good covenant?

The Preston family have farmed at Botolph Claydon for 75 years and have had a relationship with the Estate since 1948.

Pays rent on time.

Keeps Holdings in a condition over and above what might be expected of a conventional livestock or arable farmer.

Has invested over £780,000 in improvements to residential properties and buildings to support the donor horse enterprise which is in excess of what might be expected of a conventional arable and livestock farmer.

Has agreed a rent with the Estate on both Holdings as recorded on a subject to contract basis in the Heads of Terms dated 18/09/2025.

Manages the Holdings in a way that is above and beyond their obligations to farm in accordance with good agricultural practice.

Current position with negotiations

Despite the 'quiet enjoyment' clause in the AHA, the Tenant gave the Landlord consent to carry out intrusive investigations on part of the AHA land and at the same time gave consent to the same on the FBT land.

The Landlord served a valid Notice to Quit the tenancy of Sion Hill Farm dated 9/09/2013. Following this, the Landlord continued to demand and the Tenant continued to pay the rent. Subsequently, the Landlord served a further Notice to Quit dated 26/09/2025. It is understood that the second Notice to Quit was served in order to secure vacant possession of part of Sion Hill Farm to implement the proposed development of the solar farm.

The Tenant and Landlord (through their agents) have been negotiating the renewal of the FBT tenancy of Sion Hill Farm since around 2013. A brief chronology is attached at Appendix 1.

Two separate FBTs under the Agricultural Tenancies Act 1995 are proposed as follows:

1. 40-year FBT of Sion Hill Farm (Sion Hill long-term).
2. 2-year FBT of Sion Hill Farm (Sion Hill short-term on land that is required for permanent DCO infrastructure including E23 at present).

At the same time, there have been discussions in respect of the tenancy of Botolph Farm. The last meeting was held at the Estate office with me, Adam Corbin (PFL solicitor), Tom Mason (Resident Agent, Claydon Estate) and Ethan Desai (Claydon Estate solicitor). Negotiations progressed well with much of the drafting agreed in relation to the Long-term Sion Hill FBT, although detailed drafting of many of the terms remain to be agreed as referred to below. Subsequently, Adam Corbin amended the Long-term Sion Hill FBT further and returned the travelling draft to the Estate.

Little time was spent on the Sion Hill short-term agreement and most of the conversation revolved around the mismatch between the short-term notice in the FBT (3 months) and the practicalities (fencing/water/grass ley) and timescales of getting the replacement land ready to take horses. It was acknowledged by Tom Mason that any land that was proposed to go into the short-term FBT, that was subsequently not required for the scheme, would be added to the Sion Hill Long-term FBT. It was accepted that an option agreement would be required as a separate document to record the obligations in respect of the replacement land, should the short-term FBT be terminated.

Little progress was made on the proposal to replace the existing AHA tenancy with an FBT as there were fundamental concerns regarding the Landlord's reserved rights to access the Holding and gain vacant possession in the draft FBT, in contrast to the more limited rights under the AHA tenancy. In the absence of agreement, the AHA will continue in its current form.

Notable negotiation points

Sion Hill short-term

Rights reserved by the Landlord:

- Access (Short notice, 'reasonable notice' and 'except in the case of emergency' rather than defined period required by PFL for practical reasons including movement of animals, feeding regime, biosecurity).
- Third-Party Rights (not yet defined).

Notice for Vacant Possession (for any reason):

- Notice period 3 months too short (12 months required for above operational reasons and to prepare the replacement land).
- Option terms for the replacement land not yet defined sufficiently (capital expenditure and improvements including obligations of Landlord and Tenant).

Sion Hill long-term

The points of contention are essentially the same as the above with the addition of the right to resume possession of part of the holding.

- Rights should be limited to the grant of development consent.
- Specific areas of the Holding (close to buildings for example) need to be excluded.
- Rights need to be limited to a maximum total area (for example to 2 hectares).

In the absence of these amendments, the security afforded by a 40-year term is undermined causing operational difficulties and risk to the established business of PFL.

Botolph long-term

The principal distinction here is that the current tenancy attracts:

- enhanced security of tenure provisions under the Agricultural Holdings Act 1986. Having been granted before 1984, the tenancy carries with it rights to succession for JEP.
- stronger rights to 'quiet enjoyment' limiting rights to and the reasons for access for the Landlord.
- More limited rights for the landlord to resume possession.

The other points being negotiated are broadly the same as for the long-term tenancy of Sion Hill Farm.

Importance of the Continuation of Sion Hill Tenancy

Preservation of land and buildings utilised in the PFL business.

Critical mass of land holding to accommodate existing number of livestock.

Lack of security of tenure causing operational difficulties and risk to the established business of PFL.

The commercial implications of the Sion Hill Farm tenancy being terminated

Reduction in the total size of land occupied by PFL on tenancies from 712 acres (288 hectares) to 373 acres (151 hectares).

Loss of buildings used for housing donor horses and for blood donation.

This would reduce the capacity of the landholding to manage 4 herds of horses down from the existing 6 and to 2 flocks of sheep down from 6.

This in turn would reduce the employment requirements of PFL and the associated company, TCS Biosciences Ltd.

Loss of Sion Hill Farmhouse as accommodation for workers.

E23

Given the above position, particularly in relation to LJP/PFL being an excellent covenant, I am of the opinion that in the event of the parcel of land referred to as 'E23' being removed from the DCO in terms of operational above ground infrastructure, so no longer requiring vacant possession, merely rights of access/cabling access, the Estate would have no sound commercial reason not to grant LJP/PFL an FBT on identical terms in the interests of good estate management. The same would be true of any part of the present Sion Hill FBT presently included in the DCO if it was not required for above ground infrastructure.


11/08/2026 18.06.29

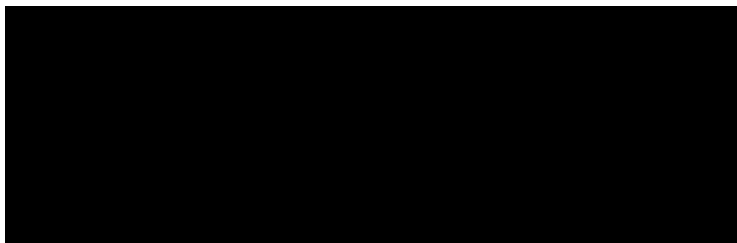
APPENDIX 1

Botolph Farm (AHA '86 Tenancy)

Rent last reviewed with effect from 29/09/2012.

Sion Hill Farm (ATA '95 Tenancy) ("FBT")

The fixed term FBT terminated on 30/09/2014 following a Notice to Quit served prior to 30/09/2013. There is effectively a periodic annual Farm Business Tenancy now in place subject to termination on 12 months' notice to expire on the term date of 29th September. Rent last reviewed with effect from 29/09/2012.



The story so far

May 2013	As part of the rent review discussions on both holdings, HG put forward a proposal for the surrender of the AHA tenancy and the grant of long term FBT's on both holdings. At that time, the change from an AHA tenancy to an FBT was beneficial to the Estate for Inheritance Tax purposes, as agricultural property let under an FBT attracted Agricultural Property Relief at 100%, whereas agricultural property let under an AHA tenancy attracted Agricultural Property Relief at a reduced rate of 50%. This benefit has now diminished due to the value of agricultural property attracting the Relief being capped at £2.5 million or £5 million if the relief is transferred between spouses.
June 2013	Both rent reviews agreed.
Sept 2013	Notice served to terminate the FBT.
Dec 2013	SPA meets LJP to discuss implications of proposal.
July 2014	HG/SPA/LJP meet to discuss proposals. HG writes to SPA to set out proposals including confirmation that security will not be lost under a surrender and re-grant.
Sept 2014	HG confirms he will issue a 12-month FBT.
Nov 2014	Draft FBT received.
Dec 2014	SPA provides comment on FBT.
Feb 2015	Negotiations ongoing on terms for FBT.
Sept 2015	Negotiations ongoing on terms for FBT, terms broadly agreed.
Jan/Dec 2016	Awaiting response to comments on FBT & Forsters LLP tax paper.
June 2017	LJP agrees to cover her own fees. Forsters LLP paper published on surrender & re-grant.
Jul/Dec 2017	SPA chases HG for copy of Forsters LLP tax paper.
Jan 2018	LJP provided with a copy of Forsters LLP tax paper. SPA writes to HG with response/questions.
Feb 2018	SPA/HG meet to discuss.

Apr 2018	SPA provides further comment in writing to HG.
Apr/Nov 2018	SPA chases HG for a response to FBT terms and questions arising from Forsters LLP tax paper.
Sept 2019	HG proposes new terms for FBTs.
June 2020	Amended draft FBT provided by HG.
July 2020	Amended draft FBT returned to HG.
2020-2022	Very little contact with HG, chased multiple times.
June 2023	Meeting at Estate Office.
Dec 2023	HG confirms the Estate's preference to explore the option of surrendering the AHA in lieu of granting a new long term FBT on AHA terms to James.
2023-2025	Heads of Terms for new FBTs negotiated by email.
June 2025	Draft Heads of Terms issued by HG (Botolph Farm & Sion Hill Farm).
September 2025	Heads of Terms signed by LJP (Botolph Farm & Sion Hill Farm).
October 2025	Draft FBT (Botolph Farm) issued to SPA by HCR via TM.
May 2026	Draft FBTs (Sion Hill Farm) issued to SPA by HCR via TM.
June 2026	Amended draft FBT (Botolph Farm) returned to Estate & HCR by SPA.
June 2026	Amended draft FBT (Botolph Farm) returned to SPA.
July 2026	Draft FBTs (Sion Hill Farm) returned to Estate & HCR by SPA.
July 2026	Draft FBT (Botolph Farm) returned to Estate & HCR by SPA.
July 2026	Meeting at the Estate office between SPA, AC & TM with the Estate solicitor present to negotiate terms of the FBTs.
July 2026	Draft Sion Hill Long-term FBT amended and returned to the Estate solicitors by AC.
August 2026	Estate agrees in principle to assign the Botolph Farm AHA to LJP & JEP.

21 July 2026

Attendees:

Preston Farms/TCS:

[REDACTED]

Rosefield Solar:

[REDACTED]

Agenda/Minutes/Actions

Removal of E23

- We outlined significant adverse impact of development of field E23 and panels should be removed to reduce impact.
 - This covered that E23 is critical to our holding. It is important for movements and as later-season grazing land for Horses and sheep. The field provides feed for animals with grass (and other forage – currently it is lucerne,) cut for winter food.
 - We are seeing the significant impact of hot and dry summers. This has reduced the amount of grazing/feed that can be taken from the holding; retaining good pasture well located in relation to the wider business infrastructure is critical. Flexibility is critically important in this area of the holding as stocking rates are high and most horse herds are in this area.
 - Without the removal of E23 there will be significant impact from the development. Our Future intention is that the field becomes Permanent Pasture when the rest of the fields in Parcel 3 are lost because of the proposed development. This is because the herds currently in Parcel 3 cannot be moved too far away from their donor housing.
 - Field E23 is critical to animal movements across the wider holding. it is situated in the centre of the holding and connects several different fields. It is the only access to our/the PFL freehold land to the east. If panels are retained this renders that land unusable/inaccessible. It is also central to the donor locations, so that herds in and around E23 are never too far away from their housing / donor location.
- You queried whether if the solar was removed from the field and only access was proposed through the field rather than the siting of panels, that would mitigate our concerns. We confirmed with reference to

evidence submitted that there are a number of significant unresolved impacts associated with any construction or operational access, due to recognised disturbance of livestock, biosecurity and significant impacts on the operations of the holding which as explained already includes preventing access to the freehold land to the east rendering that unusable for grazing. We also explained that strict restrictions are placed on TCS/PFL by the Home Office Licence, which legally defines what the business must adhere to in terms of biosecurity and animal welfare.

You asked whether the land offered through the land swap would mitigate the impacts on the holding from the loss of grazing/feed/movements as a result of the loss of E23 for Solar.

- We confirmed that the Claydon Estate (the “Estate”) replacement land, particularly the northerly part of that land that is further away from the animal housing/donation centre, is not workable for horse grazing now due to distance from those buildings. We cannot on the current proposal see any circumstances in which that would work to be usable by PFL/TCS for grazing, except in an emergency. Also, access would need to be widened significantly which would require removal of hedgerows that might not be straightforward and it would also be necessary to address ground-level issues between adjoining land parcels. The Estate has offered to fence the perimeter rather than individual fields so at present we would have to pay for that. A Water supply would need to be provided. The land is currently arable so the southerly part sufficiently proximate to be grazed would take time to be brought up to grazing standards.

Actions:

- You are to confirm the working arrangements that will be brought forward at the Detailed design stage now and how this would be secured as part of DCO consent.
- You are to confirm why cabling and access rights are requested for the central parcel.
- You would confirm if the rights for cables allow for access for maintenance/repair and that general access rights are not required or if they are why.

We queried why two cable routes are included to parcel 3 and you said that was because there would be two cables and they could not be guaranteed to fit into one trench. We asked you confirm the position.

Animal movement arc

We referred to the discussions regarding E23 and reiterated that the loss of E23 for Solar would have significant adverse impact on PFL/TCS. While the proposed Animal movement arc you presented at deadline 3 would make some improvement it would not mitigate that impact.

We commented on the recently provided variation to the animal arc, as being frankly, unhelpful as it does not reduce the impact/harm, and clearly just moves the problem from one side to another. We have told you of the problems with the arc and the latest variation has not addressed those at all.

Actions:

- We are to mark up the Animal Arc plan to show an alternative, and you agree that this will be without prejudice to our position (so whilst maintaining our position that it does not solve the problem of planting solar panels in E23 that could and should come out).

Detail of proposed boundary treatments

We explained that it is frustrating that we still have no firm details of screening, given the interfaces in Parcel 3. The Principles are to reduce stress in animals by providing appropriate screening and distance between grazing horses/sheep and planned construction and infrastructure. We require greater clarity as to what is proposed on the boundaries of the Solar site where it is adjacent to our land. We explained why it is not agreeable that this is all left entirely to a later design phase given the criticality of the impact will be significant adverse and you will need to commit now to advanced, pre-construction planting and explain how that will be secured.

There was also a discussion if acoustic barriering could be incorporated into the visual screening.

We explained why (as we have done in evidence) BHS Guidance is for a completely different (i.e. ridden equestrian) purpose.

You understand that structured herds are very different. For context we explained that horses often come to the holding if they are unrideable.

We asked about the Substation located close to where two herds are housed at Sion Farm. The Boundary Treatment there is just a fence. We request details of how that is to be managed and opportunities for advance planting.

You Queried whether animals currently cross a bridge from E23 to the fields on the eastern side of the brook. We confirmed that sheep and horses currently cross the bridge, which is a bridleway.

Actions:

- You are to clarify proposed boundary treatments/options at shared boundaries with our land and that includes advanced planting pre-construction.
- You are to confirm working arrangements that will be brought forward at the detailed design stage now and how they will be secured as part of DCO consent.

Construction Access Review

We raised that access from Granborough Road is not required. This is for a variety of reasons.

We queried whether there was an update following the previous meeting regarding the use of alternative access routes . In that meeting it had been stated that the alternative access route was not necessarily impossible, but would just provide a delay which did not seem totally unacceptable given the grid connection timings.

We raised again that other major infrastructure development is using the Winslow route which has been approved with construction access from the north rather than the south of East Claydon. That includes Statera, Tuckey Farm, Statkraft and National Grid. We queried what basis given that there was no clear programme for these projects so there may be no cumulative effect on the Winslow Road.

You (RFSF) commented that the Winslow Road AIL junction would not be suitable. You referred to concerns over the visibility splays. We did not think these sounded difficult to overcome and also that access via Ives land is also possible.

We asked for details of how many HGVs would be servicing Parcel 3 during the construction phase.

We queried whether there was an update on operational access, given that this is totally unnecessary and provides an unacceptable 40-year risk to our holding simply because, as stated at the hearings, “the road will be there anyway”.

You clarified that you consider Operational access from the south to be feasible, but confirmed that you are exploring various alternatives, although agreements would be needed with third parties and consultees.

We reiterated that operational access does not need to be from the south. A couple of LGVs or cars could easily go through Botolph Claydon and access Parcel 3 from Winslow Road. There is going to be an AIL junction anyway from the north in any event, and the landowner was willing to grant access at the right compensation. We reiterated how risky the operational access from the south and from other Parcel 1 and 2 sites would be. It is exactly what we must avoid under our Home Office Licence. It introduces

cross-contamination from Parcels 1 and 2, creating additional biosecurity and security risks for 40 years.

We explained as in evidence that animals crossing Granborough Road are currently managed using a well-practised protocol with vehicles/staff, given the very low traffic on Granborough Road.

You Discussed the potential to move the location of the proposed Granborough Road access, given that the current location splits the PFL field (SA46) in half.

You explained that you are restricted on what can be moved due to Highways Authority Requirements. You stated that the access could be moved 50m to the east, but there are restrictions as to how far east it can be moved due to the requirement for a Visibility Splay and Ecological Constraints requiring a stand-off of 25m from the brook.

We confirmed the field is not usable with a construction access running through the middle of it. We explained that could be improved if access could be moved even further east, as close as possible to the brook. We requested that you provide an exact map showing what access arrangements are possible, as we need to see what is actually being proposed and it is difficult without a clear drawing. While we appreciate the 25m from the brook constraint, we asked that the movement further to the east can be extended beyond the 50m, as we do not believe that this is impossible.

You agreed that a meeting with the highways authority/BCC would assist discussions around movement of access.

Actions:

- You are to provide further information about traffic movements through the various accesses during construction and operation, including the number of vehicle movements and expected timings.
- You are to provide drawings showing potential access arrangements/track alignment for comment by us.
- You were to discuss how close the construction track could be placed near to the brook with Buckinghamshire Council
- You are to provide details of the 14 sensitive receptors referenced in the Construction Access Review for the “other route”.

Ongoing access

We confirmed that there is no justification for operational access through our holding. We refer you to evidence regarding animal disturbance, biosecurity concerns and wider security concerns linked to the Home Office licence. This is in the context of current proposals including the ongoing access track that divides our contiguous holding.

We requested an update regarding the assessment of alternatives.

Actions:

- You are to provide an update regarding the assessment of potential alternative access during the operational phase of the scheme.

Temporary grazing land during Parcel 3 construction

You confirmed that the intention of the alternative grazing land was to allow us to move livestock further away from construction activity to lessen disturbance to livestock.

We confirmed that the land is not suitable for grazing sheep/horses due to its distance from holding infrastructure and because it is on the other side of a 60mph road. It would also be next to a construction compound, so would still be disturbing for animals. It is also currently arable land and so not currently usable. The alternative land may be suitable for taking haylage, subject to clarification about availability, proposed seed mixes once the land is taken out of arable production, and the feasibility of planting given construction timescales.

Actions:

- You are to confirm when the land could be available and for how long.

Mitigation to deal with noise and vibration

You referenced the noise and vibration measures listed in Table 3.8 at Pages 70–73 of the Construction Environmental Management Plan.

We requested that you highlight any specific new measures that you would like us to comment on

You offered follow-up discussions with the Noise Consultant if needed.

We queried whether rotary piling was under consideration. You confirmed that it was an option, subject to ground conditions. We requested details of where rotary piling would be used.

Actions:

- You are to highlight any specific noise/vibration mitigation measures you require us to review.
- You are to confirm what commitment you can make to use non-percussive/rotary piling and in what locations and how that would be secured.

Biosecurity

We requested the updated biosecurity plan as soon as possible.

- We confirmed that we would review the updated Biosecurity Management Plan when you provide a copy.

Actions:

- You are to provide the updated Biosecurity Management Plan for review.
- We are to review the plan and provide comments.

Statement of Common Ground (“SoCG”)

We confirmed that all responses/updates to the SoCG should be sent to [REDACTED] Solicitors.

Actions:

- You are to provide the updated SoCG to [REDACTED].