

**GREAT NORTH ROAD SOLAR AND BIODIVERSITY PARK
RESPONSE TO EXAMINING AUTHORITY'S QUESTIONS AND COMMENTS ON
SUBMISSIONS
DEADLINE 4 (25 MARCH 2026)
CADENT GAS LIMITED**

1. INTRODUCTION

- 1.1 Cadent Gas Limited ("**Cadent**") is a statutory undertaker for the purposes of the Planning Act 2008 and is a licensed gas transporter under the Gas Act 1986, with a statutory responsibility to operate and maintain the gas distribution networks in North London, Central and North West England. Cadent's primary duties are to operate, maintain and develop its networks in an economic, efficient and coordinated way.
- 1.2 Cadent has an interest in land as noted in the Book of Reference (see plot 2/2).
- 1.3 Cadent previously submitted a relevant representation (RR-024) which set out Cadent's previous position on the Project and the application of the tests pursuant to the Planning Act 2008. Cadent also submitted a written representation (REP1-086) and a response at Deadline 2 (REP2-129) which reiterated its position.
- 1.4 Cadent is submitting this document as a response to the Examining Authority's written questions and requests for information ("**ExQ2**"), of which, Q10.2.6 is directed at Cadent, and provides an update on discussions with the Applicant.
- 1.5 Cadent does not object in principle to the development proposed by the Applicant.

2. RESPONSE TO EXAMINING AUTHORITY'S QUESTIONS

- 2.1 At 10.2.6 of the ExQ2, the Examining Authority notes the proposed use of a side agreement to deal with certain commercial matters [REP3-099] and has asked Cadent to clarify the following:

(a) on the assumption that agreement will be reached, could examples be provided of where this approach has been accepted as a final position in relation to previously made orders involving Cadent; and

(b) if the Order is made, how would the side agreement be legally binding on the undertaker in the event the benefit of the Order is transferred.

- 2.2 Cadent responds to each limb of ExQ2 10.2.6 in turn below.

2.3 Precedent for the Side Agreement Approach

2.3.1 Cadent can confirm that the proposed side agreement approach has been accepted as a final position in relation to a number of recently made development consent orders. As noted in Cadent's written representation (REP1-086), protective provisions for the benefit of Cadent's statutory undertakings have been included in a number of recently made DCOs, including The Viking CCS Carbon Dioxide Pipeline Order 2025 (which came into force on 1 May 2025) and The Oaklands Farm Solar Park Order 2025 (which came into force on 11 July 2025).

2.3.2 The side agreement proposed in respect of the Great North Road Solar and Biodiversity Park project will include a full set of protective provisions for the

benefit of Cadent's statutory undertakings, together with commercial terms. It will be directly enforceable as a contractual relationship between each party.

2.3.3 This approach to documenting commercial terms in a side agreement, has been adopted in respect of the following development consent orders which have been made by the Secretary of State for Energy Security and Net Zero:

- (i) The Five Estuaries Offshore Wind Farm Order; and
- (ii) The Outer Dowsing Offshore Wind Farm Order.

2.3.4 In both of those cases, Cadent's letter of withdrawal from the examination noted that the protective provisions for the benefit of Cadent were secured in a confidential commercial agreement, at the relevant promoter's request. There is therefore precedent for this approach having been previously accepted as appropriate.

2.4 Transfer of the Benefit of the Order

2.4.1 In terms of the approach to ensuring the side agreement would be legally binding on the undertaker in the event the benefit of the Order is transferred, the side agreement includes specific provision which regulates any such transfer of benefit.

2.4.2 In particular, the agreement requires that any transferee of the benefit of the Order enters into a deed of covenant with Cadent, prior to any such transfer taking effect. This mechanism ensures that the obligations of the undertaker under the side agreement (including the protective provisions and associated commercial terms) bind any successor and that Cadent's interests remain adequately protected following any such transfer. The side agreement is therefore directly enforceable against the undertaker and, by virtue of the deed of covenant mechanism, against any subsequent transferee of the benefit of the Order.

3. NEXT STEPS

3.1 Cadent is pleased to confirm that, following a positive and constructive working relationship with the Applicant, the parties have now reached agreement on the form of protective provisions for the benefit of Cadent's statutory undertaking subject to concluding a side agreement...The parties have now also reached agreement on the commercial terms of the side agreement, and are now in the process of concluding (i.e executing) the agreement. Once that agreement is concluded Cadent will update the examination.

3.2 Cadent will continue to engage with the Applicant with a view to executing the side agreement and will update the Examining Authority at future deadlines.

3.3 Cadent reserves its right to make further submissions and to respond to any comments submitted by the Applicant at Deadline 4 and further deadlines.

CMS CAMERON MCKENNA NABARRO OLSWANG LLP

25 MARCH 2026