

Responses to Q1.17.16 of the ExA's first written questions, on behalf of Hillam Solar Limited

Please note that Hillam Solar Limited (“HSL”) is the company developing Hillam Solar Farm and is the beneficiary of the option agreement over plots 19-005, 19-011, 19-012 & 12-075. Noventum Power Limited (“NPL”) is the parent company of HSL but does not itself hold those land interests. Accordingly, these responses are submitted on behalf of HSL as the entity whose interests are directly affected by the proposed cable corridor.

In response to Q1.17.16, the views of Hillam Solar Limited are as follows:

- a) Hillam Solar Farm would not be able to co-exist with route option CRC3-4 because the cable corridor would cut through and sterilise a significant part of the consented layout, including land intended for solar panels and other key infrastructure. This would result in the removal of panels and associated infrastructure, reduce Hillam Solar Farm’s installed generating capacity and materially prejudice its delivery in accordance with its consented layout. This is visibly demonstrated on the ‘Overlay Plan’ appended below and submitted with these responses. The issue is referenced as such in paragraph 7 of the representation submitted on behalf of HSL on 15th September 2026.
- b) The suite of rights and restrictive covenants sought in Schedule 9 in respect of the relevant plots (19-005, 19-011, 19-012 & 12-075) extends significantly beyond the installation and maintenance of an underground cable, which has been the focus of discussions to date between HSL and the Applicant. The rights sought include extensive rights to install, operate, inspect, maintain, replace and renew a wide range of infrastructure; rights of access with vehicles and plant; drainage rights; rights relating to ecological works; and restrictive covenants affecting development, changes to ground levels, tree planting and certain construction activities. HSL considers that there may be scope to agree a more limited package of rights and restrictions sufficient to facilitate an underground cable within route option CRC3-4a without materially constraining the construction or operation of Hillam Solar Farm. Any such arrangement would be subject to formal agreement of provisions adequately protecting Hillam Solar Farm and its associated infrastructure. However, the wider rights currently sought in Schedule 9 would be materially detrimental to the construction and operation of Hillam Solar Farm because they could affect its apparatus, including solar panels, inverters and cables, as well as its access arrangements, drainage, landscaping and fencing.
- c) The Applicant should confirm the precise method of installation proposed for each route option. The Applicant should also identify the document(s),

commitments and/or DCO provisions through which any such methodology would be secured. As regards route option CRC3-4, HSL considers that the route would remain incompatible with the construction and operation of HILLAM Solar Farm, irrespective of the installation methodology. Based on discussions between HSL and the Applicant and the contents of the Interrelationships Report, HSL understands that route option CRC3-4a, being the route that HSL would wish the Applicant to commit to, is intended to be installed by horizontal directional drilling (“HDD”). This should enable the cable to be installed without interfering with HILLAM Solar Farm’s apparatus or causing damage to the existing hedgerow to which it aligns and which forms part of HILLAM Solar Farm’s landscaping and ecological strategy as part of its planning consent. Regardless of the intended method of installation, sufficient provisions will need to be formally agreed between the Applicant and HSL to protect the ability to construct and operate HILLAM Solar Farm.

- d) HSL is not in a position to verify the total length of either route option, which is a matter for the Applicant to confirm. From HSL's perspective, the principal issue is not the overall length of the route, which should not be a factor in determining which route is utilised by the Applicant, but its location and the resulting impact on the construction and operation of HILLAM Solar Farm, as addressed above primarily in response to question a).
- e) It is HSL’s understanding that route option CRC3-4a is the route aligning the interconnecting cable with an existing hedgerow but ultimately this is for the Applicant to confirm.

As a general point, HSL considers that route option CRC3-4a may be capable of being accommodated within HILLAM Solar Farm, subject to agreement of the necessary technical and legal protections. These would include (without limitation) a fixed cable corridor, appropriate rights and restrictions, an agreed construction methodology, protection of HILLAM Solar Farm infrastructure, coordination arrangements, reinstatement obligations and suitable protective provisions and/or an asset protection agreement.

Appendix 1: Overlay Plan



