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

Please note once again, as per Hillam Solar Limited's ("HSL") own responses Q1.17.16 submitted on 5th October 2026, that 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.

HSL wishes only to comment on the Applicant's responses to b) and c) of Q1.17.16 the of ExA's first written questions. HSL would like to reinforce some of the points set out in its own responses to these questions. Please refer to HSL's submitted response to the ExA's first written questions while reviewing these comments, in particular the responses to questions b) and c) and the closing paragraph of the overall response, which are all quoted below for reference.

HSL's response to Q1.17.16 b):

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.'*

Closing paragraph of HSL's overall response:

'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.'

HSL's comments on the Applicant's response to Q1.17.16 b) are as follows:

i. The Applicant has states that '*Hillam Solar has confirmed to the Applicant that the use of CRC3-4a would not impact the design of that project*'. While this is broadly true and the concept of CRC3-4a is to enable a co-existence of Hillam Solar Farm and the interconnection cable between the Applicant's Sites 3 and 4, HSL would like to re-emphasise that this solution will need to be subject to "*formal agreement of provisions adequately protecting Hillam Solar Farm and its associated infrastructure"* **(lines 12-14, HSL's response to Q1.17.16 b)**). Further to that, please note the "*necessary technical and legal protections"* that HSL would expect to see incorporated into any such agreement including but not limited to "*a fixed cable corridor, appropriate cable corridor etc…*" **(lines 3-7, Closing paragraph of HSL's overall response)**

ii. The Applicant states that '*if the Hillam Solar development is confirmed to be being built out, the Applicant will lay the cable through CRC3-4a instead.'* HSL would emphasise its view that what deems its development as 'confirmed to be being built out' should not require it to be already in construction nor having any definitive construction programme at the point the Applicant commences installation of its Proposed Development's Interconnecting Cables (referring to the cable that either CRC3-4 or CRC3-4a are intended to accommodate). It is possible that HSL will still be working to close out ongoing development risks for the solar farm at that point – most of all a firm grid connection date that remains subject to the National Energy System Operator's ("NESO") connections reform process – and therefore not have a firm construction date for it. However, this would not negate HSL's commitment to progressing the project towards construction.

iii. The Applicant's response gives no acknowledgement to 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)"* which extend *"significantly beyond the installation and maintenance of an underground cable."* HSL would like to reinforce its view that any rights obtained by the Applicant within the development area of Hillam Solar Farm should be limited to any that are reasonably required for the installation and operation of the interconnecting cable within CRC3-4a for the Applicant's proposed development

HSL's response to Q1.17.16 c):

> *'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).'*

HSL's comment on the Applicant's response to Q1.17.16 c) is as follows:

It is acknowledged that the question only asks the Applicant to verify the length of each cable route option, which the Applicant has answered accordingly. However, HSL would just like to reinforce its view that the length of either cable route option should not be a factor in determining which of them is to be utilised by the Applicant.