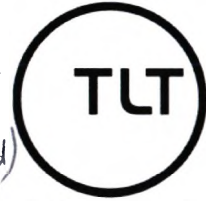


Roberts/Pekowska
10/05/2024 11:16
Formula B (as varied)



Option for Easement

Relating to land at Titchfield Lane,
Wickham, Hampshire

- (1) John Misselbrook and Karen Mae
Misselbrook
- (2) Conrad Energy (Developments) II Limited

Dated 10 May 2024

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This agreement is made the 10 day of May 2024

Between:

- (1) **JOHN MISSELBROOK and KAREN MAE MISSELBROOK** both of Maldenstone Heath, Blundell Lane, Bursledon Lane, Southampton, SO31 1AA (the **Owner**) which expression includes successors in title; and
- (2) **CONRAD ENERGY (DEVELOPMENTS) II LIMITED** (Company Number 12886485) whose registered office is at Suites D&E Windrush Court, Blacklands Way, Abingdon, OX14 1SY (the **Company**) which expression includes successors in title.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

Act means the Town and Country Planning Act 1990 as amended and any act for the time being in force amending or replacing the same and any other legislation or regulations relating to town and country planning in force from time to time;

Appeal means:

- (a) appeal proceedings consequent upon a direction by the Secretary of State that any application be referred to him for determination under Section 77 of the Act; and/or
- (b) an appeal to the Secretary of State in accordance with Sections 78 or 79 of the Act against a Planning Refusal or the grant of a planning permission which is not in the Company's opinion a satisfactory planning permission; and/or
- (c) an appeal to the High Court on a point of law pursuant to Section 288 of the Act following an unsuccessful appeal or decision under Section 77 of the Act; and/or
- (d) any Planning Challenge;

and the expression **to appeal** shall be construed accordingly;

An Appeal will be regarded as **Finally Determined** when judgment has been given on the Appeal and any further proceedings arising out of the Appeal and all Appeal Proceedings have been exhausted or when the period for any Appeal has expired without any such Appeal having been made;

Appeal Proceedings	means any and all proceedings instituted before the court or other appropriate tribunal body person or forum whatever in pursuance of an Appeal;
Commercial Conditions	means the Standard Commercial Property Conditions (Third Edition) and reference to a Commercial Condition shall be construed accordingly;
Company's Solicitors	TLT LLP, One Redcliff Street, Bristol, BS1 6TP (reference: RG16/114171/000043) or such other firm as the Company shall notify to the Owner;
Connection Agreement	means an agreement on terms acceptable to the Company for the connection of the Development to the public electricity supplier distribution system, or to the National Grid to receive a supply of electricity from and export electricity into the distribution system;
Completion	means the date of completion of the Deed of Easement;
Deed of Easement	a deed of easement between the Owner (1) and the Company (2) in the form annexed at Schedule 2 mutatis mutandis incorporating such amendments as the Company and/or Funder may reasonably require;
Development	means the development of a solar park for the commercial generation of electricity and/or a battery storage facility for the storage, export, import, distribution and supply of electricity;
DNO	the distribution network operator in the area of the Owner's Property and the Development including any successor entity and/or any independent distribution network operator;
Easement Strip	that part of the Owner's Property shown edged red on the Plan;
Environment	means any land or water (including without limitation water in drains and sewers) and air (including without limitation air within buildings and other natural or man-made structures above or below ground);
Environmental Damages and Liability	means all costs, claims, damages, losses, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, defence of and settling any claim under Environmental Law including without limitation professional fees, disbursements and consultants fees;
Environmental Law	means any law relating to the Environment or to emissions discharges or releases of Hazardous Materials into the Environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of

Hazardous Materials or the clean-up or other remediation thereof from time to time in force in the United Kingdom;

Force Majeure

means any event or circumstance which is beyond the reasonable control of either party and which results in or causes failure by that party to perform any of its obligations under this Agreement;

Funder

means any bank funder or financial institution providing funding to the Company or for the Development;

Group Company

- (a) any company of which the Company is a Subsidiary; or
- (b) any company which has the same Holding Company as the Company; or
- (c) any company formed as a joint venture company owned by the Company or a Subsidiary or the Company's Holding Company and one or more parties or a Subsidiary of any such joint venture company; or
- (d) any company of which any of the following collectively or individually own at least 50% of the issued share capital:
 - (i) the Company;
 - (ii) any company of which the Company is a Subsidiary;
 - (iii) any Subsidiary of the Company; or
 - (iv) any company, partnership or other entity which has acquired the Company or the business or assets of the Company by a merger, consolidation or other means;

where Subsidiary and Holding Company have the meanings in section 1159 of the Companies Act 2006 save that in the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership (either, its holding company), or a company which is a subsidiary of a limited liability partnership (its holding company), the term Subsidiary in that context shall have the meaning set out in sections 736 and 736A of the Companies Act 1985 as though amended by the Limited Liability Partnerships Regulations 2001 prior to 1 October 2009;

Hazardous Materials

means any substances or organism which alone or in combination with others is capable of causing harm or damage to property or to man or to other organisms or any waste material or waste substance;

Judicial Review	means an application to the High Court pursuant to Part 54 of the Civil Procedure Rules 1998 for judicial review;
Longstop Date	means the sixth anniversary of the date of this Agreement;
Necessary Consents	means all consents (including but not limited to, planning permission, statutory agreements, and grid connection agreements) required to construct and operate the Development;
Option	means the option for the grant of the Deed of Easement between the Owner and the Company;
Option Fee	means the one-off payment of £30,000.00 (thirty thousand pounds) on the date of this Agreement;
Option Notice	means notice in writing served by the Company on the Owner pursuant to clause 4 of this Agreement;
Option Period	means the period of 4 years from the date of this Agreement (the "Initial Option Period") subject to extension pursuant to clause 3;
Owner's Property	the freehold property being land on the north west side of Titchfield Lane, Wickham, Fareham registered at HMLR under title number HP721366 which is edged blue on the Plan;
Plan	means the plan annexed at Schedule 1;
Planning Agreement	means an agreement and/or undertaking pursuant to Section 106 of the Act and/or Section 111 of the Local Government Act 1972 or any similar provision with any planning authority;
Planning Challenge	means any application to the court or other appropriate forum (including an application for Judicial Review) which may result in a planning permission being modified or found never to have been valid;
Planning Refusal	means an actual refusal of an application for planning permission for the Development (whether by the local planning authority or on Appeal) or a deemed refusal under Section 78 of the Act or the grant of planning permission subject to conditions which are unacceptable to the Company;
VAT	Value Added Tax as provided under the Value Added Tax Act 1994; and
Works	means any works carried out on the land edged blue on the Plan being the whole of title number HP721366 and known as land on the north west side of Titchfield

Lane, Wickham, Fareham which are reasonably necessary or desirable for the Development.

Working Day

any day from Monday to Friday which is not Christmas Day, Good Friday or a statutory Bank Holiday.

- 1.2 Where applicable words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several.
- 1.4 The clause headings and Recitals do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2 Option for the Company to take a Deed of Easement

- 2.1 In consideration of the Option Fee paid by the Company to the Owner (receipt of which the Owner hereby acknowledges) on the date of this Agreement the Owner agrees that if the Option Notice is served during the Option Period the Owner will grant the Deed of Easement to the Company (or any assignee pursuant to clause 7.2 of this Agreement) or the DNO as specified in the Option Notice. In the case of the Company (or any assignee pursuant to clause 7.2 of this Agreement), this shall be in the form of the Deed of Easement as defined herein or in the case of the DNO shall be in its standard form.
- 2.2 The Option Notice shall be accompanied by the easement plan which shall be prepared by the Company and shall show the Easement Strip and the Servient Land (as such terms are defined in the Deed of Easement).

3 Extension of the Initial Option Period

- 3.1 Subject to clause 3.6, if a decision in respect of any application for planning permission for the Development is received within the last 6 months of the Initial Option Period then the Initial Option Period shall be extended by a further 12 months from the expiration of the Initial Option Period.
- 3.2 Subject to clause 3.6, if in respect of an application for or grant of planning permission for the Development the planning application has not been determined or Appeal Proceedings have been commenced prior to the expiration of the Initial Option Period but the Appeal Proceedings have not been Finally Determined by the expiration of the Initial Option Period (or where clause 3.1 applies by the expiration of such extension) then the Initial Option Period shall be extended to the date expiring twelve months after the date on which the Appeal Proceedings are Finally Determined (**Date of Final Determination**).
- 3.3 Subject to clause 3.6, if a Connection Agreement has not been completed on terms that the Company is satisfied with prior to the expiration of the Initial Option Period then the Initial Option Period shall be extended to the later of either the date expiring twelve months after a Connection Agreement on terms that the Company is satisfied with is completed or the Date of Final Determination.
- 3.4 Subject to clause 3.6, if the Company's financing arrangements have not been finalised prior to the expiration of the Initial Option Period then the Initial Option Period shall be extended until these arrangements are finalised to the Company's satisfaction (in their absolute discretion).
- 3.5 Subject to clause 3.6 if the Company is prevented from performing its obligations under this Agreement by any reason of Force Majeure, then the Initial Option Period shall be extended until such time as is the date which is 12 months from the date on which the Company can

resume performance of its obligations and where the Company is prevented from complying with its obligations under this Agreement by reason of Force Majeure, it shall not be held in breach of this Agreement for the period during which the event of Force Majeure subsists.

- 3.6 For the avoidance of doubt, the Option Period shall not be extended beyond the Longstop Date.

4 Exercise of the Option Notice

The Company may exercise the Option pursuant to the terms of this Agreement by serving the Option Notice in duplicate (such notice to be served by the Company or by the Company's Solicitors on behalf of the Company) on the Owner within the Option Period.

5 Grant of the Deed of Easement

- 5.1 If the Option is exercised in accordance with the terms of this Agreement, the Owner shall grant the Deed of Easement (or, in the case of the DNO, its standard form documentation) as specified in the Option Notice to either the Company (or any assignee pursuant to clause 7.2 of this Agreement) or the DNO, and the Company (or any assignee pursuant to clause 7.2 of this Agreement) or to the DNO.
- 5.2 Completion of the Deed of Easement shall take place within 20 Working Days after service of the Option Notice.
- 5.3 The Owner shall grant the Deed of Easement with full title guarantee and free from encumbrances.

6 Licence to enter

- 6.1 The Owner grants to the Company (and anyone authorised by the Company) a non-exclusive licence to enter the Easement Strip (and such parts of the Owner's Property as may be reasonably necessary to exercise the rights permitted by this clause) at all reasonable times with or without vehicles, plant, machinery, equipment and materials for all purposes reasonably required:
- 6.1.1 to assess the feasibility of the Development including the carrying out of any inspections, investigations, tests and surveys provided that any such inspections, investigations and any other matters as are reasonably required in connection with the Works or as may be necessary to establish the suitability of the Easement Strip for the Works;
- 6.1.2 in connection with the Development; and/or
- 6.1.3 for any application for the Necessary Consents.

Provided that when doing so the Company shall comply with its obligations in clause 7.1.

7 Company's obligations

- 7.1 Use of the Owner's Property

The Company shall:

- 7.1.1 give the Owner reasonable notice before entering the Easement Strip or the Owner's Property (except in case of emergency and unless otherwise agreed between the parties acting reasonably and without delay);
- 7.1.2 cause as little damage and disruption as reasonably practicable to the Owner in exercising the rights granted to the Company in this Agreement;

- 7.1.3 pay reasonable compensation to the Owner for any damage caused to the Owner's Property which is not made good by the Company;
- 7.1.4 comply with the reasonable requirements of the Owner;
- 7.1.5 not leave loose tools, plant, equipment or materials on the Easement Strip and/or the Owner's Property in a manner which may be likely to cause damage or injury to livestock or persons;
- 7.1.6 effect and maintain insurance against occupiers third party liability in the minimum sum of £5,000,000; and
- 7.1.7 remove any of the Company's plant and equipment from the Easement Strip and/or the Owner's Property prior to the end of the Option Period. This obligation will not apply if the Option is exercised and/or the Deed of Easement is completed.

7.2 Dealings with this Agreement

- 7.2.1 The Company may assign this Agreement without the Owner's consent to a Group Company or a Funder;
- 7.2.2 The Company may charge this Agreement without the Owner's consent to a Funder;
- 7.2.3 Unless permitted by clause 7.2.1 above the Company is not permitted to assign this Agreement without the written consent of the Owner (such consent not to be unreasonably withheld or delayed).

7.3 Indemnity

The Company shall indemnify the Owner against all losses, damages, costs, or claims which the Owner may incur as a direct result of any negligence of the Company in connection with the Company's use of the Owner's Property under this Agreement, provided always that:

- 7.3.1 the Company shall not be liable in respect of losses, damages, costs or claims attributable solely to any act or default on the part of the Owner;
- 7.3.2 the Company is not responsible to the Owner or to anyone at the Owner's Property with the Owner's express or implied authority for any accident, injury, damage or loss except to the extent that such accident, injury, damage, or loss results from the negligence of the Company or its authorised representatives or a breach of the terms of this Agreement by any of those persons;
- 7.3.3 the Company may at any time take over and defend in the name of the Owner any claims for losses, damages, or claims for which the Company is alleged to be responsible under this clause 7.3. Until the Company exercises those rights the Owner shall keep the Company fully informed of the progress of any such claims and shall not make any admission of liability to, or agreement, or compromise, with any person in relation to such claims without the prior written consent of the Company (not to be unreasonably withheld or delayed);
- 7.3.4 the Company shall have no liability under this Agreement for economic or consequential losses (including loss of production, loss of profit, loss of profitability, economic loss, loss of use, loss of contract, loss of goodwill) for any indirect loss or damage whatsoever whether or not the Company knew (or ought to have known) that such losses would be likely to be suffered as a result of such performance, non-performance, act, omission or breach;
- 7.3.5 the maximum liability of the Company for each individual claim of the type referred to in this clause 7.3 shall be £2,000,000 provided always that the Company shall not seek to limit its liability in respect of personal injury and/or

death resulting from its negligence or the negligence of its authorised representatives;

- 7.3.6 the Company shall not be liable in respect of the following Environmental Damages and Liability arising out of claims by any third party or action taken by any competent authority or the costs necessarily incurred to secure compliance with Environmental Law in all cases in respect of (unless such Environmental Damages and Liability arose as a direct consequence of the Company's exercise of its rights granted under this Agreement):
- (a) the presence of Hazardous Materials in, on, at, over, or under, the Owner's Property at the date of this Agreement (or, if earlier, the date the Company began to exercise rights);
 - (b) those Hazardous Materials referred to in Clause 7.3.6(a) migrating from the Owner's Property.

8 Owner's obligations

- 8.1 The Owner agrees with the Company that during the Option Period the Owner will not (and will procure that those under its control do not):
- (a) grant any other options or leases over the Owner's Property or any other property owned or occupied by the Owner within 10 kilometres of the Owner's Property for the construction of a solar park or battery storage facility to any other person or persons;
 - (b) allow any third party to exercise any rights over the Owner's Property which may prejudice or affect the ability of the Company to obtain the Necessary Consents;
 - (c) submit any application for planning permission in respect of the Owner's Property or any part or parts thereof with or without other property which might in the Company's opinion materially adversely affect:
 - (i) the provisions of this Agreement or the Deed of Easement; or
 - (ii) the ability of either party hereto to be able to perform their respective obligations under this Agreement or the Deed of Easement; or
 - (iii) the commercial development and operation of the Development;
 - (d) damage, interfere with, tamper with, or take other steps to interrupt the operation and use of any equipment which the Company may have from time to time placed on the Owner's Property;
 - (e) object to, or support any objection, to any application for Necessary Consents made by or on behalf of the Company in relation to the Owner's Property;
 - (f) without the consent of the Company (such consent not to be unreasonably withheld or delayed provided that there is no adverse effect on the Development or the rights granted to the Company in this Agreement or the Deed of Easement) during the Option Period:
 - (i) plant any new tree or hedge on the Owner's Property which are or are likely to grow to a height which realistically could affect the amount of solar irradiation reaching the Development; or
 - (ii) erect any buildings or other structures on the Owner's Property which realistically could affect the amount of solar irradiation reaching the Development.

- 8.2 The Owner shall (at the request and proper and reasonable expense of the Company) take all reasonable steps to assist the Company to obtain all Necessary Consents.
- 8.3 If the Owner proposes to transfer the Owner's Property to a third party during the Option Period the Owner will, on or before such disposal, procure that such purchaser enters into a deed on such terms as the Company reasonably requires:
- 8.3.1 acknowledging that the purchaser is bound by this Agreement for the remainder of the Option Period;
 - 8.3.2 covenanting not to dispose of the Owner's Property without having procured that any subsequent purchaser of the Owner's Property from him shall enter into a deed with the Company in terms similar to the covenant by such purchaser; and
 - 8.3.3 if a direct agreement has been entered into pursuant to clause 10, a deed and/or such other documentation as is reasonably required by the Company and/or a Funder acknowledging that the disponent is bound by the terms of the direct agreement.
- 8.4 The Owner agrees to grant such rights as are necessary, on such terms as the statutory undertaker reasonably requires, to connect the Development to the electricity and telecommunications systems provided by the statutory undertaker, over and through the Owner's Property (and any other property owned by the Owner over which it is necessary to grant such rights for the Development) provided that the Company shall pay the Owner's reasonable and proper expenses incurred by the Owner by such grant.
- 8.5 If the Company shall communicate to the Owner any amendments to the form of the Deed of Easement requested by a Funder the Owner shall respond to the Company and the Funder within 10 Working Days of receipt of such proposed amendments identifying the amendments which they are able to accept and any amendments which they consider are not reasonable to enable the Owner and the Funder to agree any reasonable amendments as soon as reasonably practicable thereafter.
- 8.6 The Owner agrees to enter into agreements for the future grant (following completion of the Deed of Easement) of such rights as are reasonably necessary, on such terms as the statutory undertaker reasonably requires, to connect the Development to the electricity and telecommunications systems provided by the statutory undertaker, over and through the Owner's Property ("**Wayleave**") provided that:
- 8.6.1 the Company shall pay the Owner's reasonable and proper expenses incurred by the Owner by such grant;
 - 8.6.2 the route of the Wayleave over the Owner's Property is subject to the Owner's approval (not to be unreasonably withheld or delayed).

9 Planning Agreements

- 9.1 The Owner shall enter into and consent to the Company entering into any Planning Agreement relating to the Development as the Company may (acting reasonably) require.
- 9.2 If the Owner is requested to enter into any Planning Agreement the Company shall (and the Owner shall give the Company all rights necessary to enable the Company to) observe and perform all the obligations on the part of the Owner contained in the Planning Agreement.
- 9.3 At the Company's request the Owner will procure that any mortgagee of the Owner's Property will enter into any Planning Agreement as is reasonably necessary for the Company to procure the grant of the Necessary Consents.
- 9.4 The Company will indemnify the Owner against all penalties, losses, costs, claims, demands, expenses and other liabilities arising directly or indirectly from, under or in relation to any such Planning Agreements excepting where the penalties, losses, costs, claims, demands,

expenses and other liabilities arise from any act or omission of the Owner or anyone with the Owner's express or implied authority.

- 9.5 The Company will pay the Owner's reasonable and proper costs incurred under any Planning Agreement that the Owner or any mortgagee of the Owner's Property enters into under this Agreement including any of the Owner's irrecoverable VAT thereon.

10 Direct Agreement

The Owner will at the Company's request enter into a direct agreement and/or step-in agreement with the Funder on such terms as the Funder reasonably requires PROVIDED ALWAYS THAT the Company shall pay the Owner's reasonable, proper and agreed costs in connection with entering into the direct agreement.

11 VAT

The Owner has not elected to waive exemption in respect of any supplies it makes in respect of the Owner's Property for VAT purposes and undertakes that it will promptly notify the Company upon making any such election during the Option Period.

12 Title

- 12.1 The Owner will grant the Deed of Easement with full title guarantee and free from encumbrances.
- 12.2 The Company is deemed to accept the title to the Owner's Property from its own due diligence however the Owner confirms that there are no leases, tenancy agreements, or other rights of possession affecting the Owner's Property.
- 12.3 The Owner hereby permits the Company to register a unilateral notice against the title to the Owner's Property and a Form NN restriction in the following terms against the title to the Owner's Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Conrad Energy (Developments) II Limited (Company Number 12886485) whose registered office is at Suites D&E Windrush Court, Blacklands Way, Abingdon OX14 1SY or by their conveyancer that the provisions of clause 8.3 of the Agreement dated 10 May 2024 and made between (1) John Misselbrook and Karen Mae Misselbrook and (2) Conrad Energy (Developments) II Limited referred to in the Charges Register have been complied with or that they do not apply to the disposition".

- 12.4 Upon expiry of the Option Period or determination of this Agreement, the Company will at its own expense, as soon as reasonably practicable apply to cancel all relevant entries under clause 12.3 relating to this Agreement and if the Company shall for any reason fail to apply to effect such cancellation within 28 days of expiry or determination, the Company hereby irrevocably appoints the Owner as attorney of the Company to make such application on the Company's behalf.
- 12.5 The Owner shall procure the consent of any holder of a charge over the freehold interest in the Owner's Property to the grant of this Agreement and the Deed of Easement and any Planning Agreement or other easements, wayleaves or agreements to be entered into pursuant to the terms of this Agreement.

13 Confidentiality

- 13.1 Neither party shall without the prior written consent of the other, disclose to any third party (except so far as may be necessary to its financial and professional advisers, or as required

by court proceedings, or HM Revenue & Customs, or to a bona fide prospective lending institution for the purposes of security, or to any bona fide prospective purchaser or in connection with the implementation of the Development) the provisions of this Agreement or the Deed of Easement or any data or information which the Company has told the Owner is a trade secret or confidential information relating to the Development.

- 13.2 The provisions of this clause 13 shall remain in full force and effect whether or not the Company exercises the Option (but shall lapse one year after the expiry of the Option if it is not exercised).

14 General

- 14.1 This Agreement incorporates the Commercial Conditions (insofar as they relate to the grant of a deed of easement) except insofar as they are varied by the following provisions or are otherwise varied by or inconsistent with the terms of this Agreement:

- 14.1.1 In Commercial Conditions 1.3.7(a) and 1.3.7(b) (sending of notices) the words "unless returned undelivered" shall be added after the word "posting";
- 14.1.2 Commercial Condition 1.3.7(d) and Commercial Condition 1.3.7(e) shall be deleted;
- 14.1.3 In Commercial Condition 10.1 (errors and omissions) the words "or in the negotiations leading to it" shall be deleted;
- 14.1.4 Commercial Condition 11.2.5 shall be deleted;
- 14.1.5 Part 2 of the Commercial Conditions shall be deleted.

- 14.2 The Contracts (Rights of Third Parties) Act 1999 is excluded from this Agreement.

15 Arbitration

- 15.1 Any dispute between the parties shall be referred by either party to a suitably qualified independent third party with previous experience of dealing with solar energy projects or battery storage projects (who shall be a member or fellow of the Royal Institution of Chartered Surveyors) whose identity shall be agreed by the parties, or failing agreement, be appointed on the application of either party to the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy, such arbitration to be in accordance with the Arbitration Act 1996.
- 15.2 Any dispute between the parties as to the reasonableness of the amendments required to the Deed of Easement by a Funder and/or the DNO shall be referred by either party to a suitably qualified independent third party with previous experience of dealing with solar energy projects or battery storage projects (who shall be a member or fellow of the Law Society of England and Wales) whose identity shall be agreed by the parties, or failing agreement, be appointed on the application of either party to the President for the time being of the Law Society of England and Wales or his duly appointed deputy, such arbitration to be in accordance with the Arbitration Act 1996.

16 Owner's costs

The Company shall pay the Owner's properly and reasonably incurred legal costs incurred in respect of this Agreement up to the maximum sum of £5,000.00 (five thousand pounds) plus VAT.

17 Further assurance

- 17.1 At any time after the date of this Agreement each party shall use all reasonable endeavours to execute such documents and do such acts and things as the other party may reasonably require for the purpose of giving to that party the full benefit of all the provisions of this Agreement.
- 17.2 The Owner acknowledges that a Funder is likely to require amendments to the Deed of Easement and the Owner shall agree to such amendments as the Funder shall reasonably require to the Deed of Easement.
- 17.3 The Company shall pay the Owner's properly and reasonably incurred costs incurred in respect of this clause 0.

18 Force Majeure

- 18.1 Neither party shall be liable for any default due to an event of Force Majeure.
- 18.2 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any event of Force Majeure, the party unable to fulfil its obligations shall immediately give notice of this to the other party and shall do everything in its power to perform such of its obligations as are reasonably capable of performance and resume full performance forthwith.

19 Good faith

The Owner and the Company shall at all times owe a duty of utmost good faith to each other in relation to this Agreement and shall do all such acts and things as may be required to comply with the terms and spirit of this Agreement.

20 Termination

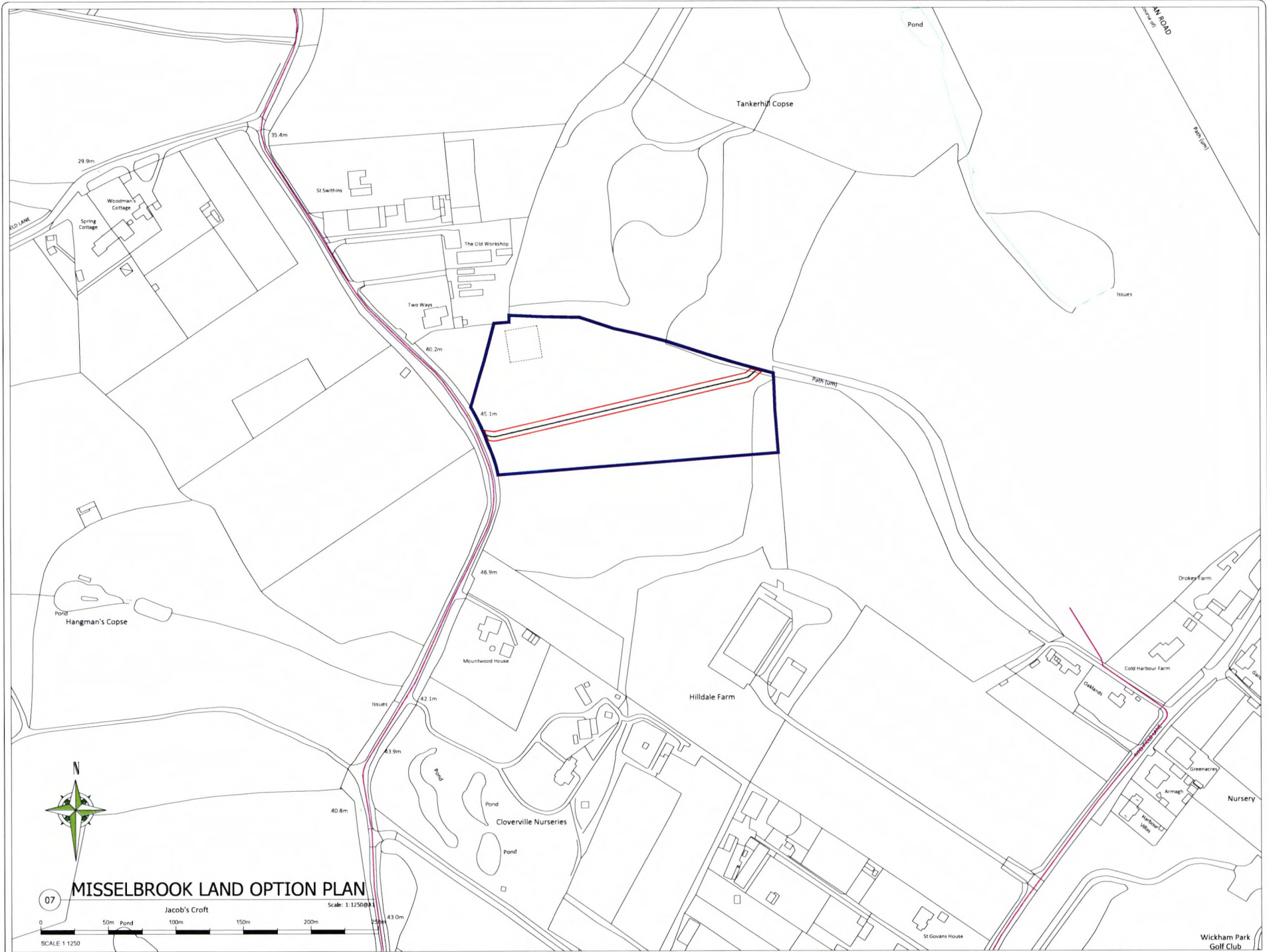
The Company may terminate this Agreement by serving at least one month's written notice on the Owner provided that any such termination is without prejudice to the rights of either party in respect of any prior breach or claim.

21 Execution

This document is a deed and is delivered by both parties when it is dated.

Schedule 1

Plan



07

MISSELBROOK LAND OPTION PLAN

Jacob's Croft

Scale: 1:1250



OPTION PLAN

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Design

CONRAD ENERGY

CONRAD ENERGY

Project Name

TITCHFIELD LANE

SOLAR FARM

Project Site

MISSELBROOK LAND

OPTION PLAN

Scale: 1:1250

Date: 12/12/2023

Author: [Name]

Check: [Name]

Project: [Name]

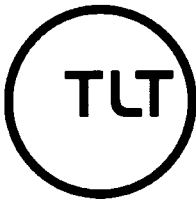
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Schedule 2

Deed of Easement



Deed of Easement
Relating to land at land at Titchfield
Lane, Wickham, Hampshire

(1) John Misselbrook and Karen Mae
Misselbrook
(2) Conrad (SPV/TBC)
Dated 2024

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This Deed is made on

202[]

Between:

- (1) **JOHN MISSELBROOK and KAREN MAE MISSELBROOK** both of Maidenstone Heath, Blundell Lane, Bursledon Lane, Southampton, SO31 1AA (the **Grantor**) which expression includes successors in title; and
- (2) **[SPV DETAILS TBC] (Company Number [])** whose registered office is at [] (the **Grantee**) which expression includes successors in title.

Background:

- (A) The Grantor is the owner of the freehold interest in the Servient Land.
- (B) The Grantee is the lessor of the Dominant Land.
- (C) The Grantor has agreed to grant the Rights to the Grantee on the terms of this deed.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

Development	means the development of a solar park for the commercial generation of electricity and/or a battery storage facility for the storage, export, import, distribution and supply of electricity;
[DNO Easement	means an easement in the form required by the Electrical DNO;]
Dominant Land	means the land demised by the Solar Development and as shown edged [] on the Solar Development Plan;
Easement Strip	means that part of the Servient Land being an area of land: <ol style="list-style-type: none"> a) 4 metres in width shown edged red on Plan, and b) the Working Easement Strip;
Electrical Connection Agreement	means the agreement between the Grantee and the Electrical DNO for an electrical connection for the Dominant Land of an agreed capacity at an agreed cost on terms acceptable to the Grantee;
Electrical DNO	means the distribution network operator who is responsible for the Electrical Connection Agreements in the area of the Dominant Land or any successor authority;
Electricity Cables	means any electricity cables for transmitting electricity and all other equipment ancillary thereto within the meaning of Section 64 of the Electricity Act 1989 therein and thereunder. All cables will be installed to SSE standards;

Environment	means any land or water (including without limitation water in drains and sewers) and air (including without limitation air within buildings and other natural or man-made structures above or below ground);
Environmental Damages and Liability	means all costs, claims, damages, losses, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, defence of and settling any claim under Environmental Law including without limitation professional fees, disbursements and consultants fees;
Environmental Law	means any law relating to the Environment or to emissions discharges or releases of Hazardous Materials into the Environment or otherwise relating to the manufacture processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the clean-up or other remediation thereof from time to time in force in the United Kingdom;
Funder	means any bank, funder, financial institution or other third parties providing funding in respect of the Development or to the Grantee;
Hazardous Materials	means any substances or organism which alone or in combination with others is capable of causing harm or damage to property or to man or to other organisms or any waste material or waste substance;
Plan	means the plan annexed to this deed labelled 'Plan 1';
Premium	means a one-off payment of £10,000.00 (ten thousand pounds) to be paid by the Grantee to the Grantor in accordance with clause 2;
Rights	means the rights set out in the Schedule;
Servient Land	means the land edged blue on the Plan being the whole of title number HP721366 and known as land on the north west side of Titchfield Lane, Wickham, Fareham
Solar Development	means the land pursuant to the leases [<i>TBC dated [•] and made between [•]</i>]
Solar Development Plan	means the plan annexed to this deed labelled 'Solar Development Plan';
Term	<i>[Drafting note: means for a term of X years pursuant to the Solar Development.]</i>
Working Easement Strip	means that part of the Servient Land shown edged [] on Plan being an area of land 10 metres in width for initial installation
Works	means any works on the Servient Land which are reasonably necessary or desirable for the Development

1.2 In this deed, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) any party includes successors in title and permitted assigns;
 - (ii) a "**person**" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
 - (iii) clauses and the schedule are to clauses of and schedule to this deed and references to paragraphs are references to paragraphs of the schedule in which they appear;
- (c) where any liability or obligation is undertaken by two or more persons the liability of each of them shall be joint and several; and
- (d) the table of contents and headings are for convenience only and shall not affect the interpretation of this deed.

2. **Grant**

- 2.1 In consideration of (i) the Premium which is payable on the date hereof by the Grantee to the Grantor (and which the Grantor hereby acknowledges receipt of); and (ii) the covenants given by the Grantee in clause 7, the Grantor grants with full title guarantee to the Grantee and all those authorised by the Grantee (including but not limited to servants, agents, contractors, the Electrical DNO and invitees) the Rights for the Term for the benefit of the Dominant Land.
- 2.2 The consideration in the DNO Easement shall be limited to the usual statutory rates which shall be payable by the Electrical DNO to the Grantor.

3. **Consent to noting of rights and covenant against the Servient Land**

The Grantor consents to notice of the Rights and the burden of the restrictive covenants in clause 5 being noted against the registered title to the Servient Land.

4. **Assignment and Underletting**

The Grantee is entitled to assign or underlet its interest in the whole of the Easement Strip with the prior consent of the Grantor (such consent not to be unreasonably withheld or delayed).

5. **Grantor's covenants**

- 5.1 The Grantor, so as to bind the Servient Land into whosoever hands it may come, and for the benefit and protection of the Dominant Land and each and every part of it, covenants with the Grantee, for himself and his successors in title, to observe and perform at all times after the date of this deed in relation to the Servient Land and the Rights the following stipulations and restrictions:
- (a) not to commence any action in nuisance in connection with the installation, retention, existence, maintenance, repair, renewal or proper operation of the Electricity Cables;
 - (b) not to do or permit anything to be done in or upon the Servient Land which will interfere with the exercise by the Grantee of the Rights or cause damage to the Electricity Cables or affect their electrical and/or transmission performance and in the event of such damage being caused to notify the Grantee immediately of such damage; and
 - (c) not at any time after the date of this deed to excavate under, alter the ground level over or construct or permit to be constructed upon the Easement Strip any building, structure or erection of any kind whatsoever.

- 5.2 The Grantor will at the request of the Grantee and subject to the Grantee indemnifying the Grantor in relation to any proper and reasonable costs incurred in considering or completing such a document, be a party to and (where appropriate) complete:

(a) the DNO Easement; and

(b) if required any such other easement, deed of grant, wayleave or such other rights (the "Wayleaves") as are necessary in favour of the Electrical DNO in relation to any supplies of electricity to and from the Dominant Land and where required over, under or through the Servient Land for the purposes of the Electricity Cable or in favour of a drainage or telecommunications supplier nominated by the Grantee in relation to the supply to the Dominant Land or Servient Land of any necessary water, sewerage or telephone/data supply to the Dominant Land or Servient Land but in all cases only to the extent required in connection with the Dominant Land provided that the Grantee shall consult with the Grantor in relation to the routes required.

- 5.3 The Grantor will at the request of the Grantee and subject to the Grantee indemnifying the Grantor in relation to any proper and reasonable costs incurred use all reasonable endeavours to assist the Grantee to obtain all necessary rights and easements over any adjoining land as is required by the Development in particular to access, lay, relay, use, maintain and repair the Electric Cables and Easement Strip.

- 5.4 the Grantor will at the request of the Grantee and subject to the Grantee indemnifying the Grantor in relation to any proper and reasonable costs incurred in considering or completing such a document consent (not to be unreasonably withheld) to the grant of an access, the required wayleaves and enter into deeds of easements and/or substation leases which are necessary for the Development and operation of the generation site.

- 5.5 The Grantor will give consent (not to be unreasonably withheld) to the access required for the installation of any pipes or cable ducts needed by the Grantee for the Development and operation of the generation site within the Servient land.

- 5.6 In the event that the Grantee wishes the Electric Cable or any ancillary services to be lifted and shifted, the Grantor will give consent to such lift and shift (not to be unreasonably withheld) as long as any losses experienced by the Grantor are fully refunded including contractual losses.

6. Direct Agreement

- 6.1 The Grantor will at the request of the Grantee and subject to the Grantee indemnifying the Grantor in relation to any proper and reasonable costs incurred in considering or completing such a document, be a party to and complete a direct deed in a form required by the actual or intended Funder which the Grantor acknowledges may contain some or all of the following features expressed in terms to which the Grantor will not unreasonably withhold or delay its approval:

6.1.1 a right for the Funder to step in within a specified period (to be agreed) to ensure that the obligations of the Grantee in this deed are complied with; and/or

6.1.2 a right for the Funder to procure an assignment or other transfer of the whole of the Grantee's interest and rights in this deed; and/or

6.1.3 an acknowledgement by the Grantor of the existence of a charge granted by the Grantee over its interest in this deed in favour of the Funder and an undertaking by the Grantor to give reasonable prior notice to the Funder if and whenever the Grantor intends to take action to enforce any obligations of the Grantee in this deed.

7. Grantee's covenants

- 7.1 The Grantee, so as to bind the Dominant Land and each and every part of it into whosoever hands it may come, and for the benefit of the Grantor's interest in the Servient Land, covenants with the Grantor, for himself and his successors in title (but not so as to render the Grantee liable for any breach of such covenant after it shall have parted with all interest in the Dominant

Land), to observe and perform at all times after the date of this deed in relation to the Dominant Land the following stipulations and restrictions:

- (a) on every occasion that the Grantee shall enter on to the Servient Land either now or in the future in exercise of the Rights the Grantee will:
 - (i) give the Grantor 24 hours' prior notice except in the case of emergency where no notice shall be required;
 - (ii) keep all equipment insured and in a safe condition in accordance with all legislation and regulations;
 - (iii) not leave any loose tools, plant, equipment or materials on the Servient Land in a manner which may be likely to cause damage or injury;
 - (iv) maintain a policy of insurance in respect of the Works; and
 - (v) do as little damage as reasonably practicable and make good to the reasonable satisfaction of the Grantor as soon as possible any damage to the Servient Land, the trees, hedges, fences, crops of the Grantor caused by the Grantee exercising the Rights.

7.2 The Grantee shall obtain (at its own cost) a schedule of condition prior to carrying out the Works and shall provide a copy of this to the Grantor. The Grantee shall be fully responsible for reinstating all such land following completion of the Works in no worse condition than as evidenced by the schedule of condition. At the end of the Term (howsoever determined), the Grantor shall also remove all equipment above ground and below ground save to the extent (i) owned or adopted by the Electrical DNO; or (ii) that equipment and foundations below 1,000mm in which case the Grantee shall not be obliged to remove these.

7.3 The Grantee shall obtain all necessary statutory consents in relation to the exercise of the Rights and shall maintain third party liability insurance in a minimum sum of £10,000,000 (ten million pounds).

7.4 The Grantee will use all reasonable endeavour to ensure that the Works will avoid and not impact upon the proposed barn located to the west of the Servient Land and shown [TBC] on the Plan.

8. Indemnity and Liability

8.1 The Grantee shall indemnify the Grantor against all losses, damages, costs, or claims which the Grantor may incur as a direct result of any act, wrongful omission, or use of the Servient Land by the neglect or default of the Grantee, or its authorised representatives in connection with the Grantee's use of the Servient Land under this Agreement, provided always that:

- (a) the Grantee shall not be liable in respect of losses, damages, costs or claims attributable solely to any act or default on the part of the Grantor;
- (b) the Grantee is not responsible to the Grantor or to anyone at the Servient Land with the Grantor's express or implied authority for any accident, injury, damage or loss except to the extent that such accident, injury, damage, or loss results from the negligence of the Grantee or its authorised representatives or a breach of the terms of this deed by any of those persons;
- (c) the Grantee may at any time take over and defend in the name of the Grantor any claims for losses, damages, or claims for which the Grantee is alleged to be responsible under this clause 8. Until the Grantee exercises those rights the Grantor shall keep the Grantee fully informed of the progress of any such claims and shall not make any admission of liability to, or deed, or compromise, with any person in relation to such claims without the prior written consent of the Grantee (not to be unreasonably withheld or delayed);

- (d) the Grantee shall have no liability under this deed for economic or consequential losses (including loss of production, loss of profit, loss of profitability, economic loss, loss of use, loss of contract, loss of goodwill) for any indirect loss or damage whatsoever whether or not the Grantee knew (or ought to have known) that such losses would be likely to be suffered as a result of such performance, non-performance, act, omission or breach;
- (e) the Grantee shall not be liable in respect of all Environmental Damages and Liability arising out of claims by any third party or action taken by any competent authority or the costs necessarily incurred to secure compliance with Environmental Law in all cases in respect of (unless such Environmental Damages and Liability and/or Historic Contamination arose as a direct consequence of the Grantee's use of the Easement Strip or exercise of its rights granted under this deed):
 - (i) the presence of Hazardous Materials in, on, at, over, or under, the Easement Strip, or the Servient Land at the date of this deed;
 - (ii) those Hazardous Materials referred to in Clause 8.1(e)(i) migrating from the Dominant Land or the Servient Land;
- (f) the maximum liability of the Grantee for each individual claim of the type referred to in this clause 8 shall be £10,000,000 (ten million pounds) provided always that the Grantee shall not seek to limit its liability in respect of personal injury and/or death resulting from its negligence or the negligence of its authorised representatives.

9. Agreement as to applications

- 9.1 The Grantor and the Grantee agree to apply to the Land Registry for entry of notice of the Rights in the Charges Register of the Title to the Servient Land and for the entry of the Rights in the Property Register of the Title to the Dominant Land as appurtenant to the land in that title, where relevant.
- 9.2 All Land Registry application fees in relation to this clause shall be borne by the Grantee.
- 9.3 The Grantee covenants with the Grantor that if this deed is surrendered or comes to an end for any other reason, the Grantee will make an application to the HM Land Registry to remove all entries relating to this deed and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and the Grantee shall keep the Grantor informed of the progress and completion of its application.

10. Confidentiality

- 10.1 Except with the consent of the disclosing party or as required by law, a court order or by any relevant regulatory or government authority or to the extent that information has come into the public domain through no fault of the receiving party, each party shall treat as strictly confidential all commercial and technical information relating to the other party received or obtained as a result of entering into or performing this deed including but not limited to information which relates to the provisions or subject matter of this deed, to any other party or to the negotiations of this deed.
- 10.2 For the purposes of clause 10.1 any reference to a party shall include its agents and professional advisors.

11. Severability

If a court or competent authority finds any provision of this deed to be illegal or unenforceable, then that part shall be deemed not to form part of this deed and the enforceability of the remainder of this deed shall not be affected.

12. Governing law and jurisdiction

12.1 This deed and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

12.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this deed, its subject matter or formation.

13. Exclusion of third party rights

Unless expressly provided in this deed no express term of this deed or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

14. Termination

The Grantee may terminate this deed by serving not less than 3 months written notice at any time on the Grantor and on expiry of such notice this deed shall terminate without prejudice to any prior breach or claim provided always that in order for such notice to be valid it must be countersigned by any Funder of whom notice has been given to the Grantor.

In witness this deed has been executed and delivered on the date appearing on the front page.

Schedule
The Rights

1. The right to enter upon the Servient Land and to trim, fell lop or carry out any other action in respect of any trees, hedges, bushes or other vegetation which need to be removed in order to exercise the right to break open and excavate under the Easement Strip and for the purposes of the rights below.
2. The right:
 - 2.1 to lay, construct, maintain, repair, protect, replace, remove or render unusable the Electricity Cables in upon and over the Easement Strip;
 - 2.2 to use the Electricity Cables for the transmission of electricity;
 - 2.3 during the installation period all rights reasonably necessary for the successful installation of Electric Cables;
 - 2.4 free use of electricity routes and cable routes and telecommunications cable routes required for the Development;
 - 2.5 to connect into and use conduits running through the Servient Land;
 - 2.6 to erect temporary fencing as shown on the plan coloured [TBC];
 - 2.7 of parking;
 - 2.8 to pass over the Easement Strip with or without vehicles for the purposes of this schedule and for the same purposes for works of the Grantee on any adjoining easement strip including grant of wider rights over any part of the Servient Land to accommodate the required routes for the Grantee's access and conduits; and
 - 2.9 to pass over so much of the Servient Land as is reasonably required for access to or egress from the Easement Strip at all reasonable times and in an emergency at any time whether or not with workmen, vehicles, machinery and apparatus.
3. The right of full and free access with or without vehicles or machinery over the Servient Land to and from the Easement Strip and in each case any associated equipment for the purposes of retaining, maintaining, repairing, inspecting, adjusting, renewing and removing the Electricity Cables and the associated equipment.

Signature page to the Deed of Easement between the Grantor and the Grantee.

Signed as a deed by JOHN)
MISSELBROOK)
in the presence of:)

Witness signature
Witness name
Witness address

Signed as a deed by KAREN MAE)
MISSELBROOK)
in the presence of:)

Witness signature
Witness name
Witness address

Executed as a deed by [SPV DETAILS TBC])
acting by a director)
in the presence of:)

Director name:

Witness signature
Witness name
Witness address

Signature page to the Agreement between the Owner and the Company.

Signed as a deed by JOHN)
MISSELBROOK)
in the presence of:)

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by KAREN MAE)
MISSELBROOK)
in the presence of:)

Witness signature

Witness name

Witness address

Witness occupation

Executed as a deed by CONRAD ENERGY)
(DEVELOPMENTS) II LIMITED)
acting by a director)

DocuSigned by:
Steven Hardman
0751E44C0380474...

in the presence of: DocuSigned by: Director name: S N Hardman

Witness signature

Philip Silk

Witness name Philip Silk 751AC42DB5954D4...

Witness address Windrush Court, Units D and E, Blacklands
Way, Abingdon OX14 1SY

Witness occupation Development Director