

These are the notes referred to on the following official copy

Title Number DT429576

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Deed of Variation
relating to
Land at Rampisham Estate,
Rampisham, Dorchester DT2
0PP

Dated 3 May 2017

Alexander George Langstaff Ainslie, Patrick
William Lowther and James Peter Dixon
Hodgson as Trustees of the Rampisham Manor
Estate (1)

Rampisham Estate Solar Park Limited (2)

Draft: v.1
Ref: 191627.173

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This deed is dated 3 May 2017

HM Land Registry

Landlord's title number: DT367396

Administrative area: Dorset: West Dorset

Tenant's title number: DT429576

Administrative area: Dorset: West Dorset

Parties

- (1) Alexander George Langstaff Ainslie, Patrick William Lowther and James Peter Dixon Hodgson as Trustees of the Rampisham Manor Estate of Rampisham Manor, Rampisham, Dorchester, Dorset DT2 0PP (hereinafter referred to as the "**Landlord**").
- (2) Rampisham Estate Solar Park Limited incorporated and registered in England and Wales with company number 9225881 whose registered office is at Higher Hill Farm, Butleigh Hill, Butleigh, Glastonbury, Somerset, BA6 8TW (hereinafter referred to as the "**Tenant**").

Background

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed.

Agreed Terms

1 Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

1954 Act: the Landlord and Tenant Act 1954 (as amended)

Land: all that leasehold land registered under title number DT429576

Lease: a lease dated 22 March 2017 and made between (1) the Landlord and (2) the Tenant

- 1.2 References to the Landlord include a reference to the person entitled for the time being to the Land. References to the Tenant include a reference to its assigns.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.6 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in Schedule 1 of the Lease shall apply to this deed.

2 Variations of the Lease

2.1 Variations made

From and including the date of this deed, the Lease shall be read and construed as varied by the provisions set out in the Schedule.

2.2 Lease remains in force

The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been originally contained in the Lease.

3 Tenant's covenant

The Tenant covenants to observe and perform the tenant's covenants in the Lease as varied by this deed.

4 Registration of this deed

4.1 Application for registration

4.1.1 As soon as reasonably practicable following the completion of this deed, the Tenant shall apply to withdraw the restriction in favour of the Tenant registered on the Landlord's registered title and shall make an application to HM Land Registry for a restriction in standard form L to be entered in the proprietorship register of the Landlord's title in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the registered proprietor of any registered charge, not being a charge registered before the date of this entry, is to be registered without a certificate signed by the tenant under a lease dated 22 March 2017, as varied by a deed of variation dated 13 May 2017 between (1) Alexander George Langstaff Ainslie, Patrick William Lowther and James Peter Dixon Hodgson as Trustees of the Rampisham Manor Estate and (2) Rampisham Estate Solar Park Limited (which lease is registered under Title Number DT429576 or its conveyancer that the provisions of paragraph 15 of schedule 5 of that lease have been complied with or that they do not apply to the disposition"

4.2 As soon as reasonably practicable following the completion of this deed, the Tenant shall make an application to HM Land Registry to register this deed on the Landlord's registered title.

4.3 The Landlord agrees and consents to the Tenant taking the steps referred in paragraphs 4.1.1 and 4.2 above and shall provide the Tenant with such reasonable assistance as is required to allow the Tenant to complete the said steps.

4.4 Official copies

Within one month after completion of the registration referred to in paragraphs 4.1.1 and 4.2 above, the Tenant shall send to the Landlord official copies of the Landlord's registered title.

5 Endorsement

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of variation upon the Lease and its counterpart in the following terms:

"This Lease has been varied by a Deed of Variation dated 13 May 2017 and made between the Landlord and the Tenant".

6 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7 Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 Security of tenure

8.1 Pursuant to section 38A(1) of the 1954 Act the Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy to be created by the Lease .

8.2 The Landlord and the Tenant agree and declare that before the date of this Agreement:

- (a) The Landlord served a notice on the Tenant, as required by section 38A (3 (a) of the LTA 1954 and which applies to the Lease; and
- (b) ~~The Tenant~~ *Kitty Henry* who was duly authorised by the Tenant to do so, made a statutory declaration dated *13 May 2017* in accordance with the requirements of section 38A (3) (b) of the LTA 1954

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
Variations to the Lease

1. An new definition shall be added in Schedule 1 of the Lease as follows:

"Woodland Management Compartment Plan" has the same meaning as this term has in the Planning Agreement.

2. A new paragraph 13 shall be inserted after paragraph 12 of Schedule 2 of the Lease as follows:

"13 to enter so much of the Landlord's Estate as is reasonably necessary to carry out any such works as are necessary to remedy a breach of any of the Landlord's covenants and undertakings in the Planning Agreement which relate to the maintenance of the first 15 metres of trees (as measured from the compartment boundaries adjacent to the solar farm to be built on the Site) in compartment 2a, 2b, 2d, 2e, 3a, 4a and 4d as shown on the Woodland Management Compartment Plan provided that no right of entry shall arise pursuant to this paragraph 13 unless and until: the Tenant has given the Landlord notice of the occurrence of such a breach and the requirement for it to be remediated; allowed the Landlord sufficient time from the date of notice (such period of time to be agreed between the parties both acting reasonably and having regard to the nature of the breach in question the expiry of such period being, in any event, no later than the date 1 week prior to such end date for compliance as is specified by any relevant authority) to make good the breach; and at the end of such period the breach continues to subsist."

IN WITNESS whereof the parties hereto have duly executed this lease the day and year first before written

SIGNED as a DEED by

Alexander George Langstaff Ainslie /
[Redacted]

Signature of witness [Redacted]

Witness

Witness name: BENJAMIN THORPE

Witness address 4 ADES FIELD, WILMINGTON, POLEGATE BN26 5SH

Witness occupation AGRONOMIST.

SIGNED as a DEED by

Patrick William Lowther

.....
Signature of witness

Witness

Witness name:

Witness address

Witness occupation

SIGNED as a DEED by

James Peter Dixon Hodgson

.....
Signature of witness

Witness

Witness name:

Witness address

Witness occupation

EXECUTED as a DEED by

For and on behalf of

Rampisham Estate Solar Park Limited

.....

Director

Signature of witness

.....

Witness name:

Witness address

Witness occupation

Deed of Variation
relating to
Land at Rampisham Estate,
Rampisham, Dorchester DT2
0PP

Dated 3 May 2017

Alexander George Langstaff Ainslie, Patrick
William Lowther and James Peter Dixon
Hodgson as Trustees of the Rampisham Manor
Estate (1)

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Draft: v.1
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This deed is dated 3 May 2017

HM Land Registry

Landlord's title number: DT367396

Administrative area: Dorset: West Dorset

Tenant's title number: DT429576

Administrative area: Dorset: West Dorset

Parties

- (1) Alexander George Langstaff Ainslie, Patrick William Lowther and James Peter Dixon Hodgson as Trustees of the Rampisham Manor Estate of Rampisham Manor, Rampisham, Dorchester, Dorset DT2 0PP (hereinafter referred to as the "**Landlord**").
- (2) Rampisham Estate Solar Park Limited incorporated and registered in England and Wales with company number 9225881 whose registered office is at Higher Hill Farm, Butleigh Hill, Butleigh, Glastonbury, Somerset, BA6 8TW (hereinafter referred to as the "**Tenant**").

Background

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Land: all that leasehold land registered under title number DT429576

Lease: a lease dated 22 March 2017 and made between (1) the Landlord and (2) the Tenant

- 1.2 References to the Landlord include a reference to the person entitled for the time being to the Land. References to the Tenant include a reference to its assigns.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.6 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in Schedule 1 of the Lease shall apply to this deed.

2 Variations of the Lease

2.1 Variations made

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4.1 Application for registration

4.1.1 As soon as reasonably practicable following the completion of this deed, the Tenant shall apply to withdraw the restriction in favour of the Tenant registered on the Landlord's registered title and shall make an application to HM Land Registry for a restriction in standard form L to be entered in the proprietorship register of the Landlord's title in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the registered proprietor of any registered charge, not being a charge registered before the date of this entry, is to be registered without a certificate signed by the tenant under a lease dated 22 March 2017, as varied by a deed of variation dated 13 May 2017 between (1) Alexander George Langstaff Ainslie, Patrick William Lowther and James Peter Dixon Hodgson as Trustees of the Rampisham Manor Estate and (2) Rampisham Estate Solar Park Limited (which lease is registered under Title Number DT429576 or its conveyancer that the provisions of paragraph 15 of schedule 5 of that lease have been complied with or that they do not apply to the disposition"

4.2 As soon as reasonably practicable following the completion of this deed, the Tenant shall make an application to HM Land Registry to register this deed on the Landlord's registered title.

4.3 The Landlord agrees and consents to the Tenant taking the steps referred in paragraphs 4.1.1 and 4.2 above and shall provide the Tenant with such reasonable assistance as is required to allow the Tenant to complete the said steps.

4.4 Official copies

Within one month after completion of the registration referred to in paragraphs 4.1.1 and 4.2 above, the Tenant shall send to the Landlord official copies of the Landlord's registered title.

5 Endorsement

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of variation upon the Lease and its counterpart in the following terms:

"This Lease has been varied by a Deed of Variation dated 13 May 2017 and made between the Landlord and the Tenant".

6 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7 Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 Security of tenure

8.1 Pursuant to section 38A(1) of the 1954 Act the Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy to be created by the Lease .

8.2 The Landlord and the Tenant agree and declare that before the date of this Agreement:

- (a) The Landlord served a notice on the Tenant, as required by section 38A (3 (a) of the LTA 1954 and which applies to the Lease; and
- (b) ~~The Tenant OR~~ *Kitty Henry* who was duly authorised by the Tenant to do so, made a statutory declaration dated *3 May* 2017 in accordance with the requirements of section 38A (3) (b) of the LTA 1954

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
Variations to the Lease

1. An new definition shall be added in Schedule 1 of the Lease as follows:

"Woodland Management Compartment Plan" has the same meaning as this term has in the Planning Agreement.

2. A new paragraph 13 shall be inserted after paragraph 12 of Schedule 2 of the Lease as follows:

"13 to enter so much of the Landlord's Estate as is reasonably necessary to carry out any such works as are necessary to remedy a breach of any of the Landlord's covenants and undertakings in the Planning Agreement which relate to the maintenance of the first 15 metres of trees (as measured from the compartment boundaries adjacent to the solar farm to be built on the Site) in compartment 2a, 2b, 2d, 2e, 3a, 4a and 4d as shown on the Woodland Management Compartment Plan provided that no right of entry shall arise pursuant to this paragraph 13 unless and until: the Tenant has given the Landlord notice of the occurrence of such a breach and the requirement for it to be remediated; allowed the Landlord sufficient time from the date of notice (such period of time to be agreed between the parties both acting reasonably and having regard to the nature of the breach in question the expiry of such period being, in any event, no later than the date 1 week prior to such end date for compliance as is specified by any relevant authority) to make good the breach; and at the end of such period the breach continues to subsist."

IN WITNESS whereof the parties hereto have duly executed this lease the day and year first before written

SIGNED as a DEED by

Alexander George Langstaff Ainslie

.....
Signature of witness

Witness

Witness name:

Witness address

Witness occupation

SIGNED as a DEED by

Patrick William Lowther

.....
Signature of witness

Witness

Witness name:

Witness address

Witness occupation

SIGNED as a DEED by

James Peter Dixon Hodgson

.....
Signature of witness

Witness

Witness name: CLARE LOUISE NANKERVIS JOHNS

Witness address 14 GILLY HILL, REDROTH, CORNWALL, TR15 2RN

Witness occupation SECRETARY

EXECUTED as a DEED by

For and on behalf of

Rampisham Estate Solar Park Limited

.....

Director

Signature of witness

.....

Witness name:

Witness address

Witness occupation

Deed of Variation
relating to
Land at Rampisham Estate,
Rampisham, Dorchester DT2
0PP

Dated 3 May 2017

Alexander George Langstaff Ainslie, Patrick
William Lowther and James Peter Dixon
Hodgson as Trustees of the Rampisham Manor
Estate (1)

Rampisham Estate Solar Park Limited (2)

Draft: v.1
Ref: 191627.173

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This deed is dated 3 May 2017

HM Land Registry

Landlord's title number: DT367396

Administrative area: Dorset: West Dorset

Tenant's title number: DT429576

Administrative area: Dorset: West Dorset

Parties

- (1) Alexander George Langstaff Ainslie, Patrick William Lowther and James Peter Dixon Hodgson as Trustees of the Rampisham Manor Estate of Rampisham Manor, Rampisham, Dorchester, Dorset DT2 0PP (hereinafter referred to as the "**Landlord**").
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- (A) This deed is supplemental and collateral to the Lease.
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- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.6 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in Schedule 1 of the Lease shall apply to this deed.

2 Variations of the Lease

2.1 Variations made

From and including the date of this deed, the Lease shall be read and construed as varied by the provisions set out in the Schedule.

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The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been originally contained in the Lease.

3 Tenant's covenant

The Tenant covenants to observe and perform the tenant's covenants in the Lease as varied by this deed.

4 Registration of this deed

4.1 Application for registration

4.1.1 As soon as reasonably practicable following the completion of this deed, the Tenant shall apply to withdraw the restriction in favour of the Tenant registered on the Landlord's registered title and shall make an application to HM Land Registry for a restriction in standard form L to be entered in the proprietorship register of the Landlord's title in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the registered proprietor of any registered charge, not being a charge registered before the date of this entry, is to be registered without a certificate signed by the tenant under a lease dated 22 March 2017, as varied by a deed of variation dated *13 May 2017* between (1) Alexander George Langstaff Ainslie, Patrick William Lowther and James Peter Dixon Hodgson as Trustees of the Rampisham Manor Estate and (2) Rampisham Estate Solar Park Limited (which lease is registered under Title Number DT429576 or its conveyancer that the provisions of paragraph 15 of schedule 5 of that lease have been complied with or that they do not apply to the disposition"

4.2 As soon as reasonably practicable following the completion of this deed, the Tenant shall make an application to HM Land Registry to register this deed on the Landlord's registered title.

4.3 The Landlord agrees and consents to the Tenant taking the steps referred in paragraphs 4.1.1 and 4.2 above and shall provide the Tenant with such reasonable assistance as is required to allow the Tenant to complete the said steps.

4.4 Official copies

Within one month after completion of the registration referred to in paragraphs 4.1.1 and 4.2 above, the Tenant shall send to the Landlord official copies of the Landlord's registered title.

5 Endorsement

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of variation upon the Lease and its counterpart in the following terms:

"This Lease has been varied by a Deed of Variation dated *13 May 2017* and made between the Landlord and the Tenant".

6 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7 Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

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IN WITNESS whereof the parties hereto have duly executed this lease the day and year first before written

SIGNED as a DEED by

Alexander George Langstaff Ainslie

.....
Signature of witness

Witness

Witness name:

Witness address

Witness occupation

SIGNED as a DEED by

Patrick William Lowther [REDACTED]

.....
Signature of witness

Witness

JOANNA BUCKLEY

Witness name:

Witness address [REDACTED]

Witness occupation

CHARTERED SURVEYOR

SIGNED as a DEED by

James Peter Dixon Hodgson

.....
Signature of witness

Witness

Witness name:

Witness address

Witness occupation

EXECUTED as a DEED by

For and on behalf of

Rampisham Estate Solar Park Limited

.....

Director

Signature of witness

.....

Witness name:

Witness address

Witness occupation

Deed of Variation
relating to
Land at Rampisham Estate,
Rampisham, Dorchester DT2
0PP

Dated 03 May 2017

Alexander George Langstaff Ainslie, Patrick
William Lowther and James Peter Dixon
Hodgson as Trustees of the Rampisham Manor
Estate (1)

Rampisham Estate Solar Park Limited (2)

Draft: v.1
Ref: 191627.173

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9..... Security of tenure 3
Schedule 1 Variations to the Lease 4

This deed is dated 03 May 2017

HM Land Registry

Landlord's title number: DT367396

Administrative area: Dorset: West Dorset

Tenant's title number: DT429576

Administrative area: Dorset: West Dorset

Parties

- (1) Alexander George Langstaff Ainslie, Patrick William Lowther and James Peter Dixon Hodgson as Trustees of the Rampisham Manor Estate of Rampisham Manor, Rampisham, Dorchester, Dorset DT2 0PP (hereinafter referred to as the "**Landlord**").
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5 Endorsement

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of variation upon the Lease and its counterpart in the following terms:

"This Lease has been varied by a Deed of Variation dated [03 May 2017] and made between the Landlord and the Tenant".

6 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7 Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 Security of tenure

8.1 Pursuant to section 38A(1) of the 1954 Act the Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy to be created by the Lease .

8.2 The Landlord and the Tenant agree and declare that before the date of this Agreement:

(a) The Landlord served a notice on the Tenant, as required by section 38A (3) (a) of the LTA 1954 and which applies to the Lease; and

FA (b) ~~The Tenant OR~~ [*Kitty Henry*] who was duly authorised by the Tenant to do so, made a statutory declaration dated [*03 May*] 2017 in accordance with the requirements of section 38A (3) (b) of the LTA 1954

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
Variations to the Lease

1. An new definition shall be added in Schedule 1 of the Lease as follows:

"Woodland Management Compartment Plan" has the same meaning as this term has in the Planning Agreement.

2. A new paragraph 13 shall be inserted after paragraph 12 of Schedule 2 of the Lease as follows:

"13 to enter so much of the Landlord's Estate as is reasonably necessary to carry out any such works as are necessary to remedy a breach of any of the Landlord's covenants and undertakings in the Planning Agreement which relate to the maintenance of the first 15 metres of trees (as measured from the compartment boundaries adjacent to the solar farm to be built on the Site) in compartment 2a, 2b, 2d, 2e, 3a, 4a and 4d as shown on the Woodland Management Compartment Plan provided that no right of entry shall arise pursuant to this paragraph 13 unless and until: the Tenant has given the Landlord notice of the occurrence of such a breach and the requirement for it to be remediated; allowed the Landlord sufficient time from the date of notice (such period of time to be agreed between the parties both acting reasonably and having regard to the nature of the breach in question the expiry of such period being, in any event, no later than the date 1 week prior to such end date for compliance as is specified by any relevant authority) to make good the breach; and at the end of such period the breach continues to subsist."

IN WITNESS whereof the parties hereto have duly executed this lease the day and year first before written

SIGNED as a DEED by

Alexander George Langstaff Ainslie

.....

Signature of witness

Witness

Witness name:

Witness address

Witness occupation

SIGNED as a DEED by

Patrick William Lowther

.....

Signature of witness

Witness

Witness name:

Witness address

Witness occupation

SIGNED as a DEED by

James Peter Dixon Hodgson

.....

Signature of witness

Witness

Witness name:

Witness address

Witness occupation

EXECUTED as a DEED by

For and on behalf of

Rampisham Estate Solar Park Limited

[REDACTED]

Director

Signature of witness

[REDACTED]

Witness name: *RICHARD HAMMILL*

Witness address

[REDACTED]

Witness occupation *SOLICITOR*