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**Lease of Land for the
Installation of Ground
Mounted Solar Photovoltaic
Equipment**

relating to

Land at Rampisham Estate,
Rampisham, Dorchester DT2
0PP

Dated 22 March 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:
Ref:

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LR1. Date of lease	22 March] 2017
LR2. Title number(s)	LR2.1 Landlord's title number(s) DT367396 LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord 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 Tenant 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 BA6 8TW Other parties None
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. "The Site" as defined in paragraph 1 of Schedule 1 to this Lease
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None LR5.2 This lease is made under, or by reference to, provisions of: Not applicable
LR6. Term for which the Property is leased	"The Term" as defined in paragraph 1 of Schedule 1 Part 11 to this lease
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land Paragraph Schedule 511 of Schedule 6 LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other	See Schedule 5

than the Property	
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property See paragraphs 1 to Schedule 211 of Schedule 2</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See paragraph Schedule 31- 6 of Schedule 3</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>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 of Land at Rampisham Down, Dorchester dated [DATE] 22 March 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 DT367396) 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</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

LEASE of land for the installation of solar photovoltaic equipment – ground-mounted

Made on the date referred to in Box LR1 of the prescribed clauses
Between

- (1) The Landlord ("Landlord") named in Box LR3 of the prescribed clauses
- (2) The Tenant ("Tenant") named in Box LR3 of the prescribed clauses

AGREED TERMS:

- 1 The definitions and rules of interpretation set out in Schedule 1 shall apply to this Lease
- 2 In consideration of the Rent reserved by this Lease the Landlord lets the Site to the Tenant for the Term with full title guarantee together with the Rights to hold the same unto the Tenant during the Term and hereby grants to the Tenant licence to carry out the Works
- 3 In consideration of such grant the Tenant hereby agrees to pay to the Landlord the Rent in accordance with the provisions of paragraph 5 of Schedule 4
- 4 The rights set out in Schedule 3 are excepted and reserved to the Landlord for the benefit of the Retained Land
- 5 The Tenant agrees to comply with the undertakings set out in Schedule 4
- 6 The Landlord agrees to comply with the undertakings set out in Schedule 5
- 7 This Lease shall be subject to and shall incorporate the terms contained in Schedule 6

EXCLUSION OF SECURITY OF TENURE

The parties confirm that:

- 8 The Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, before this agreement was entered into (a certified copy of which notice is annexed to this agreement); and
- 9 The Tenant OR ^{Uity Henry} [NAME OF DECLARANT]], who was duly authorised by the Tenant to do so, made a ~~statutory~~ Declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which statutory declaration is annexed to this agreement).
21 March 2017 SA

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 in
the presence of

Signature of witness

Witness name

Witness address

Witness occupation

SIGNED as a DEED by
Patrick William Lowther in the presence
of

Signature of witness

Witness name

Witness address

Witness occupation

SIGNED as a DEED by
James Peter Dixon Hodgson in the
presence of

Signature of witness

Witness name

Witness address

Witness occupation

[ON COUNTERPART]

EXECUTED as a DEED by
**For and on behalf of RAMPISHAM
ESTATE SOLAR PARK LIMITED**



Director

Witness Signature:



Witness Name: *HANNAH LIDDLE*

Witness Occupation: *PARALEGAL*

Witness Address:

HANNAH LIDDLE



Schedule 1 Definitions and Interpretation

1 In this Lease the following expressions shall (unless the context otherwise requires) have the following meanings:

"the Apparatus" a solar photovoltaic system including all related equipment and structures including (but not limited to) solar panels, support structures and foundations, fixing apparatus, cabling, piping and cable trays, conducting media, combiner boxes, recombiner boxes, inverters, transformers, meters, monitoring / surveillance equipment and all ancillary connection and other equipment as is reasonably required for the Permitted Use as may from time to time be installed by or on behalf of the Tenant on over under or through the Site and the Retained Land together with any security fencing erected at the Site.

"Connection Point" the physical connection point of the Apparatus to the National Grid.

"DNO" the Distribution Network Operator responsible for the Site or any independent distribution network operator or independent connection provider undertaking those responsibilities.

"Energisation Date" means the date on which PAC has been issued in respect of the Apparatus.

"Entitlement Scheme" means any entry level stewardship scheme and any other statutory scheme of entitlements, contracts, allocations or quotas (excluding milk quota) which affects the right of a producer to produce or deal in any agricultural commodity or which entitles a producer to receive any payment, subsidy or guaranteed price in respect of the produce of any part of the Retained Land.

"Entitlement" refers to any entitlement, contract, allocation or quota under an Entitlement Scheme

"Equipment" any structure or object (permanent or temporary) that could cause a shading impact upon the Apparatus on the basis that such panel elevations on winter solstice which are at a 15 degree elevation and/or could, in the Tenant's reasonable opinion interfere with the operation and functionality of the Apparatus.

"Feed in Tariff" the feed in tariff administered by Ofgem (or any successor competent body authority or government department).

"Funder" any bank funder financial institution or other third party providing funding in respect of the Apparatus or the Site or to the Tenant.

"Group Company" any member or members of the group of companies (as defined by Section 42 of the Landlord and Tenant Act 1954) of which the Tenant is or shall hereafter become a member.

"Landlord's Estate" means, with the exception of the Site, all the land registered under Land Registry title number DT367396.

"LEMP" has the meaning given to this term in the Planning Agreement.

"National Grid" the national grid system for transmission of electricity (both local and high voltage) in England and Wales and the local distribution network as operated by persons licensed by Ofgem (or any successor competent body authority or government department).

"PAC" the Provisional Acceptance Certificate which will be issued by a third party technical advisor, who shall owe a duty of care to all parties to this lease.

"Park Pale" has the meaning given to the term in the Planning Agreement.

"Payment Days" 25 March, 24 June, 29 September and 25 December in each year.

"Permitted Use" the installation, repair, replacement, renewal, use and operation of the Apparatus, the generation, distribution, storage and supply of electricity and uses ancillary or preparatory thereto and for any other activities reasonably related or incidental to the operation of a solar photovoltaic development.

"Plan 1", "Plan 2" "Plan 3" and "Plan 4": 'Plan 1' and 'Plan 2' 'Plan 3' and 'Plan 4' attached to this Lease and marked as such.

"Planning Acts" all laws relating to planning.

"Planning Agreement" means an agreement dated 22 December 2016 and made between British Solar Renewables Limited (1) and The Tenant (2) The Landlord (3) and West Dorset District Council (4) pursuant to a planning permission dated 22 December 2016 with reference number WD/D/14/002974, as varied by a non-material amendment dated 30 January 2017 (reference number WD/D/17/000335).

"Rampisham Woods Option" means an agreement for the grant of a lease of (the whole or any part) of the Rampisham Woods Land to be made between the Landlord (1) and Rampisham Woods Solar Park Limited

"Rampisham Woods Land" means the land to be , as shown edged red on Plan 4

"Rampisham Woods Solar Park Limited" means the company registered in England and Wales with number 09815614, whose registered office is at Higher Hill Farm, Butleigh Hill, Butleigh, Glastonbury, Somerset, BA6 8TW together with any assignees or successors in title who shall, from time to time, occupy the Rampisham Woods Land

"Renewable Benefits" all current and future renewable benefits associated with availability, capacity and generation from the Apparatus including (but not limited to) Renewable Obligation Certificates, levy exemption certificates and any successors to the same

"Renewable Obligations Certificate" The renewable obligations certificate scheme administered by Ofgem (or any successor competent body authority or government department)

"Rent" ~~£~~£1300 per acre per annum in advance as revised each year under Schedule 7.

"Rent Commencement Date" the earlier of i) the Energisation Date; and ii) three months from the date of this Lease.

"Retained Land" the Landlord's retained land and buildings known as Rampisham Down, Dorchester and shown edged in green on Plan 1 and being registered with title number DT367396.

"Rights" the rights granted to the Tenant for the benefit of the Site set out in Schedule 2.

"RPI" the Retail Price Index published monthly by the Office for National Statistics and in the event that the Retail Price Index is replaced by another index such replacement index

"Service Media" all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

"Skylark Plot Payment" means £250 per skylark plot per annum.

"Site" all that area of land shown edged in red on Plan 1.

"Term" a term of 26 years commencing on and including the date of this Lease and expiring on [] (subject to earlier determination in accordance with this Lease).

22 March 2043

"Works" the works to be carried out by the Tenant its agents or contractors (including any structural works reasonably required and the laying of any necessary Service Media and all works necessary to comply with health and safety requirements but excluding any preparatory survey works) in connection with the installation of the Apparatus and any subsequent inspection alteration removal or maintenance works.

- 2 The singular shall include the plural and vice versa and one gender shall include another.
- 3 Obligations of a party to this Lease shall be deemed to be joint and several obligations where that party is more than one person.
- 4 A reference to "this Lease", except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 5 A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this lease. A reference to the "Tenant" includes a reference to its successors in title and assigns.
- 6 Unless the context otherwise requires, references to the " Retained Land", the "Apparatus" and the "Site" are to the whole and any part of it or them.
- 7 A reference to "Term" is the term referred to in the definition of "the Term" in paragraph 1 any statutory continuation of this Lease.
- 8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders notices codes of practice and guidance made under it.
- 9 If any provision (or part of any provision) in this Lease is held to be illegal invalid or unenforceable, the legality validity and enforceability of the remainder of this Lease is to be unaffected.

Schedule 2 The Tenant's Rights

The right for the Tenant itself or through the agency of any employee contractor personnel or agent or any other person authorised by the Tenant:

- 1 to erect install use operate inspect maintain repair replace upgrade alter add to and renew and (when desired) remove any of the Apparatus on the Site and the Retained Land using all machinery tools and equipment necessary to undertake the Works.
- 2 to install run maintain repair renew replace upgrade use inspect and remove Service Media (including associated sockets and cables) through, over or under the Retained Land to and from the Apparatus in such positions as the Tenant shall from time to time specify (acting reasonably) and which the Landlord shall first approve (such approval not to be unreasonably withheld or delayed and to be provided expeditiously) and to connect the Apparatus to the Connection Point.
- 3 to use the airspace above the Site and to all light and solar irradiation which would naturally reach the Site with no interruption or obstruction.
- 4 to obtain access with and without vehicles plant and machinery at all reasonable times to and from the Site over and along the route shown in brown on Plan 1 or along such other route agreed from time to time between the parties (acting reasonably) together with a right of access on reasonable notice (except in cases of emergency when no notice shall be required) to such other parts of the Retained Land as are reasonably necessary to exercise the Rights and carry out the Works and to take meter readings provided that the Tenant will comply with such reasonable safety and security procedures as are required by the Landlord and previously notified in writing to the Tenant.
- 5 while the Works are being carried out to occupy a working space within the Retained Land no greater than 40 metres by 40 metres in the approximate location shown edged green on Plan 2 (the "**Compound Area**") paying a weekly rent of £100 such liability to pay shall commence when works to construct the Compound Area commence and shall not cease until the Compound Area has been completely dismantled and its constituent parts removed from the Retained Land.
- 6 following completion of the Works to park a vehicle adjacent to the Site during maintenance visits but not so as to obstruct reasonable access by the Landlord to other parts of the Retained Land.
- 7 of support for the Apparatus and the Site from the Retained Land.
- 8 to enter so much of the Retained Land as is reasonably necessary to carry out any such works as are necessary to;
- 8.1 comply with the Tenant's covenants and undertakings in the Planning Agreement and the planning permission relating to the development on the Site; and
- 8.2 remedy a breach of any of the Landlord's covenants and undertakings in this Lease and/or Planning Agreement where the Landlord has failed to take appropriate action to remedy any such breach within a reasonable period of being notified in writing by the Tenant of such breach or immediately in the case of an emergency and the cost of so doing shall be reimbursed to the Tenant by the Landlord.
- 9 to enter so much of the land of the Landlord's Estate as is shown edged purple on Plan 3 as is reasonably necessary to carry out any such works as are necessary to remedy a breach of any the Landlord's covenants and undertakings in the Planning Agreement which relate to the maintenance of the Park Pale where the Landlord has failed to take appropriate action to remedy any such breach within a reasonable period of being notified in writing by the Tenant of such breach 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 in Schedule 5 paragraph 18 of this Lease ("Skylark Plots") where the Landlord has failed to comply with the same

- 10 to install maintain and use such security equipment and systems on the Site as the Tenant or its insurers shall require for the protection of the Site and the Apparatus or for the safety of the public and thereafter to maintain renew repair and replace the same.
- 11 with the consent of the Landlord (such consent not to be unreasonably withheld or delayed and deemed granted where such works are in accordance with the Planning Agreement) and subject to first obtaining any necessary planning permission to prune or lop any trees bushes hedges or other vegetation on the Retained Land which interfere with the operation of the Apparatus.
- 12 at all reasonable times (with or without plant and machinery) on not less than 48 hours' prior notice to the Landlord, to enter the Retained Land to carry out surveys tests and inspections to assess the suitability of the Retained Land for the installation maintenance and operation of the Apparatus and to prepare drawings and specifications relating to such Apparatus.

PROVIDED THAT the person exercising such rights shall cause as little damage and disturbance to the Retained Land as reasonably possible and shall make good (at its sole cost and expense) all physical damage caused in the exercise of these rights to the Landlord's reasonable satisfaction and shall take all reasonable steps to incorporate the reasonable and proper wishes or directions of the Landlord in relation thereto and shall take all reasonable steps to ensure that any livestock are adequately enclosed and shall use all reasonable endeavours to cause the minimum reasonably possible interference to the Landlord and shall make good as soon as reasonably possible all damage caused.

Schedule 3 Exceptions and Reservations

The right for the Landlord and anyone else who is or becomes entitled to exercise them or by anyone authorised by the Landlord:

- 1 of support and protection.
- 2 to inspect, use, clean, repair, replace and remove any Service Media at the Site which are in existence at the date of this Lease.
- 3 to uninterrupted passage of water, soil, gas, electricity, telephone and other utilities through the Service Media referred to at paragraph 2 above.
- 4 the right of access to the Site to view the state and condition of the same.
- 5 to use the Site for sheep grazing only (in relation to which the frames on which the solar photovoltaic panels will be installed shall be specifically designed for sheep grazing beneath with a minimum gap of 800mm between the panels and the ground) provided that the Landlord shall:
 - 5.1 enter in the Developer's standard separate grazing agreement which will govern such grazing rights;
 - 5.2 observe any additional regulations or restrictions imposed by the Developer in relation to such grazing including stocking levels; and
 - 5.3 ensure appropriate insurance is taken out and all conditions and requirements of the insurance provider are met.
- 6 subject to the other provisions of this Lease and not so as to derogate from grant, the right at any time to develop any property neighbouring or adjoining the Site in which the Landlord owns or acquires an interest during the Term provided that nothing shall be done that interferes with the operation of the Apparatus or the solar radiation thereto
- 7 notwithstanding paragraphs 4 and 5 of Schedule 5 the right on the request of Rampisham Woods Solar Park Limited to grant a deed of easement (or such other rights as necessary) for the installation of a cable under the Retained Land and the Site, such cable to serve the development that is to be undertaken by Rampisham Woods Solar Park Limited on the Rampisham Woods Land for the benefit of said development provided that the Landlord shall first consult with the Tenant regarding the proposed cable route and shall take the Tenant's reasonable requests into consideration when agreeing the said route with Rampisham Woods Solar Park Limited and further provided that the Tenant shall be a consenting party to the said deed of easement or other agreement

and the parties agree and declare that the grant of such easement and/or other rights as is reasonably necessary for the installation of a cable referred to in this paragraph 7 shall be deemed not to breach the Landlords covenants made pursuant to this lease.

PROVIDED THAT the person exercising such rights shall cause as little damage and disturbance to the Site and the Apparatus as possible and shall make good (at its sole cost and expense) all physical damage caused in the exercise of these rights to the Tenant's reasonable satisfaction and SUBJECT ALWAYS to the provisions of paragraph 4 of Schedule 4.

Schedule 4 The Tenant's Undertakings

The Tenant undertakes to the Landlord:

- 1 Notice of Works

 to give to the Landlord at least 48 hours' notice of its intention to commence the initial installation of the Apparatus.

- 2 Installation and Repair
- 2.1 to carry out the Works in a good and workmanlike manner causing as little inconvenience to the Landlord as is reasonably possible.
- 2.2 to promptly make good any physical damage caused to the Retained Land by the Works or directly by the exercise of the Rights to the reasonable satisfaction of the Landlord.
- 2.3 to install a security fence within the Site in the approximate position shown by the pink line on Plan 1 as part of the Works.

- 3 Maintenance of Apparatus and Reinstatement
- 3.1 to maintain the Apparatus in a good and safe state of repair and condition and the Site clean and tidy throughout the Term and in a safe condition to the standards required by legislation regulations and relevant regulatory authorities throughout the Term.
- 3.2 on termination of this Lease (howsoever caused) to quietly yield up the Site to the Landlord and within six (6) months thereafter to remove the Apparatus (but excluding, where agreed between the parties, any part of the Apparatus situated below a depth of 1.2 metres SUBJECT TO such below ground Apparatus being made safe) and to reinstate the Site to its former state and condition as at the date of this Lease as evidenced by the photographic record of condition prepared pursuant to paragraph 7 of Schedule 6 to the Landlord's reasonable satisfaction.

- 4 Insurance

 to maintain insurance on such terms as are usual in the market place in a sum of not less than £10,000,000 (ten million pounds) with such a sum being reviewed to reflect changes in RPI on every fifth anniversary of the date of this Lease (for any one claim or series of connected claims) against public liability and other third party liability arising out of its occupation and use of the Site and to produce to the Landlord on reasonable request (not to be made more than once a year) a summary of the details of such insurance and evidence that it is in force.

- 5 Rent
- 5.1 to pay the Rent to the Landlord by four equal instalments in advance on or before the Payment Days and the first such payment shall be made on the first Payment Day following the Rent Commencement Date and shall cover the period commencing on the Rent Commencement Date and ending on the day preceding the next Payment Day.
- 5.2 no Rent shall become due or payable until the Rent Commencement Date
- 5.3 to pay in advance one twenty-fourth of the Rent current in the final year of the term (the "Final Rental Amount") on the date of termination of the lease and thereafter to pay further instalments equal to one twenty-fourth of the Final Rental Amount on regular monthly intervals until such date that the Site is fully reinstated in accordance with clause 3.2, thereafter the liability to make further such payments shall cease.

6 Outgoings

to pay any additional rates levied or other outgoings attributable to the Site on the Landlord in the respect of the Site as a direct result of the Tenant's use of the Apparatus on the Site other than:

6.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

6.2 any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

7 Compliance with Legislation

to comply with all present and future national and local authority legislation (including planning) applicable to the installation and operation of the Apparatus at the Site and the exercise of the Rights and to obtain and comply with all statutory and local authority consents necessary for the installation and operation of the Apparatus at the Site

8 Use

to use the Site for the Permitted Use only

9 Planning

9.1 to comply in all respects with the Planning Acts and not to commit any breach of planning control in relation to the Works and Permitted Use.

9.2 not to make any application under the Planning Acts (whether for planning permission or otherwise) in relation to the Site without the prior written consent of the Landlord (which will not be unreasonably withheld or delayed where the Landlord's consent or approval is also obtained under this Lease for a permitted alteration).

9.3 where it is a condition of (or a planning obligation associated with) any planning permission that any works be carried out, to carry out such works before the end of the Term if the relevant planning permission is implemented.

9.4 forthwith upon receipt to supply copies to the Landlord of all applications, notices, decisions and other formal communications relating to the Site or served on the Tenant or any undertenant at the Site and to take such action as the Landlord may reasonably and properly require in respect of such communication.

10 Alienation

10.1 The Tenant shall have the right (with the landlord's consent not to be unreasonably withheld or delayed) to assign sublet charge part with possession and share possession or occupation of the whole or (but not in relation to an assignment) any part of the Site and this Lease to or with a Group Company and/or a Funder and such Group Company and/or Funder shall have the right to exercise all or any of the Rights.

10.2 The Tenant shall have the right (without requiring landlord's consent) to assign the whole of the Site and this Lease to any person or company who takes over the business of the Tenant or who is taking over the running of the solar photovoltaic development on the Site.

10.3 The Tenant shall have the right to assign the whole of the Site and this Lease to a third party subject to first obtaining the Landlord's prior written consent which is not to be unreasonably withheld or delayed provided that (a) there are no sums outstanding from the Tenant to the Landlord at that time (b) the parties enter into an authorised guarantee agreement and (c) in the Landlord's reasonable opinion the assignee is not a person who is unlikely to meet the obligations on the part of the Tenant contained in this Lease.

- 10.4 The Tenant shall have the right (without requiring landlord's consent) to charge this Lease and the whole or any part of the Apparatus.
- 10.5 The Tenant shall have the right (without requiring landlord's consent) to sublet to the DNO any substation at the Site or any other parts of the Apparatus that the DNO intends to adopt.
- 10.6 Any underlettings made pursuant to this clause 10 shall:
- (a) include an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded from applying to the tenancy created by the underlease; and
 - (b) the term of any underlease shall not when granted exceed the remainder of the term of this lease.
- 10.7 Save as referred to above the Tenant is not entitled to assign sublet or part with possession of the whole or any part of the Site.
- 10.8 Within 28 days of any assignment of this Lease or the Site to give notice to the Landlord of such assignment together with a certified copy of the document giving effect to such assignment and payment of the Landlord's reasonable registration fee of not more than £50 plus any VAT.
- 11 Access for the Landlord
- 11.1 to permit the Landlord access to the Site to exercise the rights excepted and reserved in Schedule 2 (with or without workmen) at all reasonable times by prior appointment and accompanied by a representative of the Tenant
- 11.2 at no time to block up, restrict or otherwise interfere with any of the access routes as are used from time to time by the Landlord, its tenants or other authorised persons across the Landlord's Estate and to and from the Landlord's Estate and any publicly adopted highways (provided that any temporary periods of: restriction; blocking up; or interference with any access routes by the Tenant during the construction of the development on the Site and/or the decommissioning of the Apparatus shall not be deemed to breach this covenant).
- 12 Indemnity
- to indemnify the Landlord against all actions or proceedings (save for any liability arising from any breach by the Landlord of its undertakings in this Lease or the actions negligence or default of the Landlord or its servants agents or independent contractors) including all associated costs charges and expenses arising directly from: any breach by the Tenant of its obligations in this Lease; by reason of any negligent act or omission of the Tenant in exercise or purported exercise of the Rights; PROVIDED THAT:
- 12.1 the Landlord shall forthwith after receipt of the same notify the Tenant of any proceedings, claims or demands which may be the subject of a claim for indemnity under this Lease together with details thereof.
- 12.2 the total liability of the Tenant shall (save as provided in paragraph 12.8 below) be limited to £10,000,000 (ten million pounds) for any single claim or series of claims arising out of one event.
- 12.3 the Landlord shall notwithstanding the existence of this indemnity take all reasonable steps to mitigate its loss.
- 12.4 the Tenant shall not be liable either in contract or in tort in respect of economic loss, loss of business profit or consequential loss.
- 12.5 the Tenant shall have sole conduct of any such actions or proceedings.

- 12.6 nothing contained in this Lease shall restrict or interfere with the Tenant's rights against the Landlord or any third party in respect of contributory negligence.
- 12.7 the Tenant shall indemnify the Landlord in respect of any damage to previously planted crops suffered as a result of the Tenant exercising its rights in this Lease.
- 12.8 the Landlord acknowledges that the Tenant shall have no liability or responsibility whatsoever to the Landlord in respect of any failure of the Apparatus.
- 12.9 nothing in this paragraph 12 shall limit or exclude the Tenant's liability for death or personal injury resulting from the Tenant's negligence or any liability for fraud.
- 13 Easements
- With the exception of the DNO, the Tenant shall ensure that it does not grant any easements and/or wayleaves over the Site and/or the Retained Land to any third parties.
- 14 Nuisance
- The Tenant shall take reasonable steps to abate any nuisance which, from time to time, its activities are shown to cause to the owners and occupiers of the Retained Land and other neighbouring land.
- 15 Access
- The Tenant shall maintain the access route shown coloured brown on Plan 1 in no worse a state than it was at the date of this lease.
- 16 Costs
- To pay the Landlord within 21 days of written demand, the proper and reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the Term) in connection with the enforcement of the tenant covenants of this Lease or the obtaining of the Landlord's consent or approval.
- 17 Skylark Plot Payment
- 17.1 To make, within 7 days of demand after completion of the works specified in Schedule 5 paragraph 17 (the "Skylark Works") the first Skylark Plot Payment.
- 17.2 For as long as the Skylark Works, or any subsequent relocation of same, subsist within Landlord's Estate to make further Skylark Plot Payments on each anniversary of the date of the first such payment
- PROVIDED THAT in the event that the Tenant is required to enter the Landlord's Estate to remedy a breach of the Landlord's covenants made in relation the Skylark Works pursuant to Schedule 2 paragraph 9 any obligation on the Tenant to make further Skylark Plot Payments shall cease forthwith.

Schedule 5 The Landlord's Warranty and Undertakings

The Landlord undertakes with the Tenant that:

1 Registration

Notwithstanding that the Landlord demises the Site with full title guarantee the Landlord will at the request of the Tenant promptly and properly:

1.1 assist with all requisitions raised by the Land Registry following an application by the Tenant to register this Lease; and

1.2 provide all such further information and documents in its possession that may be reasonably required by the Land Registry to register this Lease

2 Quiet Enjoyment

The Tenant may quietly and peacefully hold and enjoy the Site and exercise the rights granted to it in this Lease without any disturbance or interruption by the Landlord or any person lawfully claiming through under or in trust for it or by title paramount

3 Not to Object to Planning Application

It will not object to or support any objection to any reasonable application for planning permission or any other necessary consent or approval required by the Tenant in respect of solar photovoltaic energy development on the Site and the Apparatus and (at the request and reasonable cost of the Tenant) will take all reasonable steps to assist the Tenant to obtain any such planning permission or consent

4 Non-Interference

4.1 it will not interfere or tamper with or cause obstruction or damage to the Site or the Apparatus or seek to repair it and will take all reasonable precautions and steps necessary to ensure that no other person shall interfere or tamper with or cause obstruction or damage to or seek to repair the same

4.2 it will as soon as reasonably practicable upon discovering or becoming aware of any damage to the Apparatus notify the Tenant of such damage but the parties to this Lease acknowledge that the Landlord is under no obligation to inspect the Apparatus at any time

4.3 it will not carry out any activity or development or plant or allow the growth of any tree hedge bush or other vegetation on the Retained Land which might in the reasonable opinion of the Tenant interfere with or affect the amount of solar irradiation reaching any part of the Apparatus or the Site and will not darken cover or obstruct the Apparatus or do or permit anything to be done which may cast a shadow on the Apparatus or any part of it

4.4 it will not erect any building or structure on any part of the Retained Land under over or through which any Service Media serving the Apparatus pass without the Tenant's prior written consent (such consent not to be unreasonably withheld)

4.5 whilst holding a shoot, driven shooting, rough shooting or similar activity on the Retained Land it shall not and shall procure that its invitees and authorised persons do not shoot over or into or drive bird, vermin or deer towards the Site or otherwise conduct shooting in a manner that could reasonably be expected to cause damage to the Apparatus.

4.6 as soon as possible upon becoming aware of anything occurring which is prohibited by this paragraph 6 it will take such action as is necessary to remedy the matter

5 Other Equipment

5.1 it will not install or grant consent to any third party to install Equipment at or on the Retained Land

5.2 it will consult with the Tenant and take account of any representations made by or on behalf of the Tenant as to possible interference with the Apparatus and its operation prior to installing or granting any right to install or allowing the installation and operation of other Equipment on the Retained Land after the date of this Lease which may result in a breach of any of the provisions of paragraph 6 of this Schedule and will ensure that any such Equipment will not be positioned so as to impede reasonable and safe access to the Apparatus in any way

5.3 if the Tenant can demonstrate to the Landlord's reasonable satisfaction that any Equipment installed pursuant to paragraph 5.2 above is interfering with the operation of the Apparatus then the Landlord will procure that such Equipment is removed as soon as reasonably practicable

6 Other Solar Photovoltaic Equipment

it will not install and will not permit any other person to install solar photovoltaic equipment up to the date of accreditation by Ofgem of the Development within a 500 metre radius of the Site where such installation may or does lead to the Tenant becoming ineligible to receive any Feed in Tariff or Renewable Obligation Certificate payments either at all or at the rate envisaged as at the date of this Lease provided that the Landlord shall not be in breach of this obligation by granting a lease pursuant to the Rampisham Woods Option.

7 Wayleaves and Substation Leases

it shall expeditiously take all reasonable steps (which shall include assisting in any negotiations with any third party and/or entering into any reasonable agreement or deed with the DNO or relevant service provider where necessary to enable the Tenant to secure any wayleave, substation lease or other agreement as may be necessary to give effect to the Rights or otherwise required by the DNO.

8 Rating Documents

it will provide to the Tenant a copy of any rating return notice or demand received for any rates outgoings or payments in respect of the Tenant's use of the Apparatus on the Retained Land

9 Confidentiality

it will treat all information received from or on behalf of the Tenant in connection with the negotiation preparation and completion of this Lease and any ancillary documentation together with the terms of all such documentation in whatever form in confidence and shall not disclose it to any third party without the prior written approval of the Tenant (such approval not to be unreasonably withheld or delayed) save as necessary for the performance of its obligations under this Lease or as required by law

10 Direct Agreement

it will at the request and reasonable cost of the Tenant enter into a direct agreement and/or step-in agreement with the Funder on such terms as the Funder reasonably requires SUBJECT TO the proviso that the Landlord shall not be under any obligation to give any warranties or undertakings in such direct agreement and/or step-in agreement which are more onerous than those contained in this Schedule 5

11 Payments due to the Tenant

it will (where the Landlord is required under this Lease to make any payments to the Tenant) make payment to the Tenant within 28 days of the date of receipt of the Tenant's invoice without any deduction or set off

12 Noting of the Tenant's Interest

if so requested by the Landlord, it will ensure that the interest of the Tenant and any Funder in the Site and the Apparatus is noted on any insurance policy the Landlord holds in respect of the Retained Land

13 Connection Point

13.1 it will at all times during the Term ensure that an appropriate Connection Point is made available on the Retained Land for the Apparatus to enable the export of all energy generated by the Apparatus to the electrical or other appropriate system of the Retained Land or, in the case of any electricity not being used on the Retained Land, to the national electricity distribution system through the relevant meter

13.2 to notify the Tenant in the event that the Connection Point is not in a good and safe state of repair and condition sufficient to enable the Apparatus to produce and export energy or is otherwise damaged although it shall have no duty to inspect the Connection Point

13.3 it will not do anything which reasonably could be expected to cut sever or damage the Service Media which connect the Site and the Apparatus to the Connection Point and will take all reasonable precautions and steps necessary to ensure that no other person shall do so

14 Insurance

it will not do anything which causes the Tenant's insurance maintained pursuant to paragraph 4 of Schedule 4 to become void or voidable or which may increase the premium payable in respect of that insurance

15 Dealings with the Retained Land

15.1 it will not at any time during the Term:

(a) transfer grant or create any legal or equitable interest in the whole or any part of the Retained Land; or

(b) transfer grant or create any rights in favour of any person to acquire any legal or equitable interest in the whole or any part of the Retained Land

which would or might reasonably be expected to adversely affect the Rights granted in this Lease except to a person who has first executed and delivered a deed to the Tenant (in a form acceptable to the Tenant, acting reasonably) containing a covenant by such person directly with the Tenant to perform and observe the Landlord's undertakings contained in this Schedule 4 to the extent that the same are still subsisting and capable of taking effect

15.2 the Landlord and the Tenant apply to the Chief Land Registrar for a restriction standard form L in the following terms to be entered on the registers of title of the Title Numbers referred to in prescribed clauses LR2.1:

"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] 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 [] 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"

16 Ground Conditions

The Landlord hereby indemnifies the Tenant against any costs liabilities losses damages or costs whatsoever arising or suffered by the Tenant by virtue of or attributable to the Site being in-filled land or contaminated in any way on the date of this lease

17 Skylark Plots

The Landlord shall, in consideration of the Skylark Plot Payment, after the date of this Lease:

- (a) consult and agree with the Tenant (both acting reasonably) on the location of the two skylark plots that are to be installed on the Landlord's Estate, pursuant to the Tenant's obligations as specified in the LEMP;
- (b) consult and agree with the Tenant (both acting reasonably) the extent and timeline of the works that need to be undertaken in order to provide the said plots and maintain the same;
- (c) undertake the specified works within the timeline agreed pursuant to sub-paragraph 17(b) of Schedule 5.

Schedule 6 Terms

1 The Term

This Lease shall commence on the date hereof and will continue for the Term (unless terminated sooner as provided in this Schedule)

2 Rent Cesser

If the Apparatus, the Site or the means of access to the Site is damaged or destroyed so that, in the Tenant's reasonable opinion, the Site and/or Apparatus becomes unsuitable for the operation of the Apparatus then payment of the Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Apparatus, the Site or means of access to the Site has been reinstated and, in the reasonable opinion of the Tenant, made fit for the operation of the Apparatus, or until the end of three years from the date of damage or destruction, if sooner.

3 Termination

3.1 The Tenant may terminate this Lease at any time before the Works are commenced by giving to the Landlord not less than one month's prior written notice.

3.2 Following completion of the Works the Tenant may terminate this Lease at any time with immediate effect by giving written notice to the Landlord in the event that:

- (a) the Landlord commits a material breach of this Lease and fails to remedy that breach within 90 days of the Landlord being notified in writing of the breach; or
- (b) the Site becomes unsuitable in the Tenant's reasonable opinion for the operation of the Apparatus as a result of either (a) the erection of new buildings on any land near to the Site or (b) anything occurring which casts a shadow over the Apparatus or interferes with the free flow of light to the Site thereby adversely affecting the functional capacity of the Apparatus; or
- (c) a material alteration or restriction to the Permitted Use, the planning situation or a material reduction in income to the Tenant by reason of a reduction or alteration to any Renewable Benefits.

3.3 On any termination of this Lease under paragraphs 3.1 or 3.2 of this Schedule 6 this Lease shall terminate and shall be yielded up in accordance with paragraph 3.2 of Schedule 4 but without prejudice to any right or remedy that either party may have in relation to any earlier breach of this Lease by the other

3.4 Within 30 days of the termination of this Lease under paragraphs 3.1 and 3.2 of this Schedule 6 the Landlord shall reimburse to the Tenant any rents and other sums paid by the Tenant to the Landlord in advance in respect of any period after the relevant termination date

4 Forfeiture on breach

4.1 The Landlord shall be entitled to re-enter the Site (or any part of the Site in the name of the whole) by giving prior written notice to the Tenant and obtaining a court order to that effect if the Tenant is in substantial breach of its obligations under this Lease and it has not remedied the breach within 90 days (or such other reasonable period given the nature of the breach) of being given notice of such breach by the Landlord PROVIDED THAT the Landlord shall not exercise its right of termination pursuant to this paragraph 4 without first having served a notice of the relevant breach/non-payment on the Funder and affording the Funder reasonable opportunity to remedy or as near as possible in the circumstances remedy the relevant breach/non-payment within a reasonable period (being not less than 90 days from the date of the notice)

4.2 If the Landlord re-enters the Site (or any part of the Site in the name of the whole) pursuant to paragraph 4.1 of this Schedule 6 this Lease shall immediately end but without prejudice to any right or remedy that either party may have in relation to any earlier breach of this Lease by the other

5 Notices

Any notice to be served by either party upon the other shall be served by special delivery post addressed in the case of the Tenant to its registered office and in the case of the Landlord to its registered office or last known address or to such other address as may be notified in writing by the relevant party to the other and such notice shall be deemed to have been received 48 hours after having been posted. Notices to be sent to the Tenant should be marked "For the Attention of the Directors"

6 Arbitration

Any dispute or differences arising between the Landlord and the Tenant as to their respective rights duties and obligations or as to any matter arising out of or in connection with this Lease shall (unless provided to the contrary in this Lease) be referred to an independent surveyor appointed by the President for the time being of the Royal Institution of Chartered Surveyors and such surveyor shall have the requisite knowledge skills and experience to determine the matter in dispute and shall act as arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of the same for the time being in force

7 Photographic Record of Condition

To the extent that no such record of condition has already been prepared and agreed by the parties prior to the date hereof and is not annexed to this Lease, a photographic record of condition will be agreed between the parties (acting reasonably) and signed and dated by them in duplicate prior to the commencement of the Works, which record of condition will be supplemental to this Lease

8 Feed-in Tariffs and Renewable Benefits

8.1 The Tenant is solely entitled to receive any Renewable Obligation Certificate payments or Feed in Tariff payments generated through the operation of the Apparatus

8.2 All Renewable Benefits shall vest in the Tenant and (at the cost of the Tenant) the Landlord will provide all assistance reasonably requested by the Tenant in connection with any application for any Renewable Benefits and will do all things and execute all such documents as are reasonably necessary to ensure that all Renewable Benefits vest in the Tenant

9 Electricity

Any electricity generated by the Apparatus will be exported to the National Grid and the Landlord shall have no right to use any of the electricity generated

10 General

10.1 This Lease shall bind the respective successors in title of the parties and those deriving title under them

10.2 Nothing contained in this Lease shall impose any obligation on the Tenant to generate electricity at the Site

10.3 The Apparatus belongs to the Tenant who shall have the right to remove all or any part of it at any time and all electricity generated by the Apparatus shall belong to the Tenant who shall have the right to deal with it as they see fit

- 10.4 For the avoidance of doubt, the Landlord and the Tenant agree and declare that the Tenant shall not be liable to the Landlord for:
- (a) any failure of the Apparatus; and/or
 - (b) any loss of Entitlements.
- 10.5 Where the Landlord's consent or approval is required for:
- (a) Paragraphs 2, 4, and the proviso of Schedule 2;
 - (b) Paragraphs 9.2, 10.1 and 10.3 of Schedule 4
- of this Lease, it shall in all cases be subject to a requirement on the Landlord not to unreasonably withhold or delay such consent
- 10.6 This deed constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this deed and supersedes any previous agreement between the parties relating to the transaction
- 10.7 No term of this Lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, unless such third party is specifically mentioned in the Lease
- 10.8 This Lease shall be governed by and construed in accordance with the laws of England and Wales
- 10.9 This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995
- 10.10 The commencement of the Works on the Site shall be contingent on the Tenant obtaining all appropriate planning and other consents and National Grid connection agreements necessary for the commencement of the Works and the installation and operation of the Apparatus on the Site
- 11 Contractual Option to Renew
- 11.1 The Tenant may at any time during but not less than 3 months before expiry of the Term request from the Landlord the grant of a new lease ("New Lease") of the Site to the Tenant by serving written notice on the Landlord to that effect ("Renewal Notice") and in the absolute discretion of the Landlord the Landlord may either agree or disagree to the grant of the New Lease by serving written notice to the Tenant within 1 month after receipt of the Tenant's written notice. If the Landlord agrees the provisions of paragraph 11.2 of this Schedule 6 shall apply.
- 11.2 Subject to acceptance of the Tenant's Renewal Notice by the Landlord in accordance with clause 11.1 within 1 month of the date of receipt of the written acceptance by the Landlord of the Renewal Notice, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the New Lease, PROVIDED THAT:
- (a) the New Lease shall be for a contractual term of 10 years commencing on and with effect from and including the day after expiry of the term of this Lease;
 - (b) the initial annual rent under the New Lease shall be the open market rent calculated in accordance with Schedule 8 of this Lease;
 - (c) no connection fee or other premium is payable for the grant of the New Lease;
 - (d) the Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant;

- (e) the New Lease shall not contain a contractual option to renew the New Lease and, for the avoidance of doubt, shall not contain the open market rent provisions contained at Schedule 8 to this Lease;
- (f) the New Lease shall be in the form of this Lease with such necessary amendments to give effect to paragraphs 11.2.(a) – (g) of this Schedule 6.
- (g) The New Lease shall be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.

Schedule 7 **rpi RENT REVIEW**

1 Definitions

In this Schedule:

"Accountant" means a member of the Institute of Chartered Accountants in England and Wales appointed by the parties or (if the parties cannot agree as to the Accountant's identity) appointed by the President from time to time of the Institute who shall act as an expert and not an arbitrator and whose decision shall be final and binding on the parties (save in the case of manifest error or fraud)

"Accounting Year" means the 12 month period starting on 01 January and ending on 31 December and each successive corresponding period during the Term.

"Base Rent" means £1,300 per acre

"Base RPI Month" means the month two months before the lease completion date.

"Review Date" means the first anniversary of the date of this Lease and every anniversary of that date

2 Review of the Rent

2.1 The amount of the Rent shall be reviewed on each Review Date and shall be determined at the relevant Review Date to be the higher of the then current Rent and the figure obtained by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

2.2 The Landlord shall:

- (a) calculate the reviewed rent as soon as reasonably practicable (but not earlier than the publication of the RPI for the month two months before the month in which the relevant Review Date falls; and
- (b) give the Tenant written notice of the reviewed rent as soon as it has been calculated.

2.3 Subject to paragraph 2.4, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the reviewed rent shall be made taking into account the effect of any such change.

2.4 If either the Landlord or the Tenant reasonably believes that any change referred to in paragraph 2.3 would fundamentally alter the calculation of the reviewed rent in accordance with this paragraph 2 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the reviewed in accordance with this paragraph 2 then the Landlord and the Tenant shall endeavour within a reasonable time to agree an alternative mechanism for reviewing the Rent, which may (where reasonable) include substituting an alternative index for the RPI. In default of such agreement, an alternative mechanism shall be determined by the Accountant.

Schedule 8
open market RENT REVIEW on lease renewal

1 Definitions

In this Schedule:

"Initial Rent" means the initial rent under the New Lease calculated in accordance with this Schedule 8

"President" means the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf

"Valuer" means an independent valuer who is an associate or fellow of the Royal Institution of Chartered Surveyors with at least 10 years' experience in photo-voltaic leases

2 The amount of Initial Rent shall be the lesser of:

2.1 the Rent payable immediately prior to the end of the Term of this Lease (or which would then be payable but for any cesser of rent pursuant to paragraph 2 of Schedule 6); and

2.2 the open market rent agreed or determined pursuant to this Schedule 8.

3 The open market rent may be agreed between the Landlord and the Tenant at any time following service of the Renewal Notice referred to in paragraph 11.1 of Schedule 6 to this Lease but if it is not agreed prior to the grant of the New Lease then either party can apply to the President for a Valuer to be appointed and for the open market rent to be determined by the Valuer.

4 If the open market rent is determined by the Valuer, it shall be the amount that the Valuer determines is the annual rent (exclusive of any VAT) at which the Site could reasonably be expected to be let:

4.1 in the open market; and

4.2 at the date of the grant of the New Lease; and

4.3 on the assumptions listed in paragraph 5; and

4.4 disregarding the matters listed in paragraph 6

5 The assumptions are:

5.1 the Site comprises 21.68 acres;

5.2 the Site is available to let in the open market:

(a) by a willing lessor to a willing lessee (which may be the Tenant);

(b) as a whole;

(c) with vacant possession;

(d) without a fine or a premium;

(e) for a term of 10 years; and

(f) otherwise on the same terms as the New Lease; and

- 5.3 there has been a reasonable period in which to negotiate the terms of the letting taking into account the nature of the Site and the state of the market; and
- 5.4 the willing lessor has had the benefit of any concession or contribution which would be offered in the open market at the date of the grant of the New Lease;
- 5.5 the Tenant has fully complied with its obligations in this lease;
- 5.6 if the Site, or any means of access to it or any Service Media serving the Site, has been destroyed or damaged, it has been fully restored;
- 6 The matters to be disregarded are:
 - 6.1 any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Site;
 - 6.2 any goodwill attached to the Site by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
 - 6.3 any effect on rent attributable to any physical improvement to the Site carried out by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
- 7 The Valuer shall:
 - 7.1 act as an expert and not as an arbitrator; and
 - 7.2 allow the parties a reasonable opportunity of making representations and counter-representations to him; and
 - 7.3 take those representations and counter-representations into account; and
 - 7.4 if required by either party give written reasons for his determination.
- 8 If the Valuer dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Valuer and paragraph 9 shall then apply in relation to the appointment of a replacement.
- 9 The fees and expenses of the Valuer and the cost of the Valuer's appointment and any counsel's fees incurred by the Valuer shall be payable by the Landlord and the Tenant in the proportions that the Valuer directs (or if the Valuer makes no direction, then equally).
- 10 If the Initial Rent has not been agreed by the Landlord and the Tenant or determined by the Valuer on or before the date of grant of the New Lease, the Annual Rent payable from the date of grant of the New Lease shall continue at the rate payable under this Lease immediately prior to the date of grant of the New Lease.
- 11 No later than five working days after the Initial Rent is agreed or the Valuer's determination is notified to the Landlord and the Tenant, the Tenant shall pay the shortfall (if any) between the amount that it has paid for the period from the date of grant of the New Lease until the Payment Date following the date of agreement or notification of the Initial Rent and the amount that would have been payable had the Initial Rent been agreed or determined on or prior to the grant of the New Lease.
- 12 Time shall not be of the essence for the purposes of this Schedule 8.

PLAN 1

Note: Unless otherwise stated, this drawing is for information only. Do not scale. Use figured dimensions only. Check all dimensions on site and advise of any discrepancies before commencing work on site.
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Caroline



Rev#	Date:	Revision:	Designer:
02	25/08/16	Revision of the retained land area	RC
03	25/08/16	Rampisham 3 removed and separate lease plan created	CC
04	06/09/16	Lease area and retained land amended	CC
05	25/09/16	Lease area and retained land amended	CC
06	25/09/16	Lease area and retained land amended	CC
07	18/10/16	Access track amended	CC
08	18/10/16	Lease area amended around access track	CC
09	11/01/17	Lease area amended	CC
10	11/01/17	Lease area amended	CC
11	27/01/17	Scale amended	CC
12	31/01/17	Access amended to Highway	CC
13	31/01/17	Access amended to Highway	CC
14	03/02/17	Retained land amended	CC

- Lease Boundary - 21.68acres
- Retained Land - 13.43acres
- Solar Park Fence - 17.18acres

British Solar Renewables

Higher Hill Farm,
Burdleigh, Glastonbury
Somerset, BA6 8TW

info@brsolarrenewables.com
T: 01458 24980
www.brsolarrenewables.com

Project: **RAMPISHAM PHASE 2** Title: **Legal Boundary Plan**

License: **RAMPISHAM DOWN** Drawings: **Legal**

Drawn By: **CS** Scale: **1:2500** Date: **CS**

RC 24/02/14 @ 9:53

1142-0200-01

Issue: **1**

**Lease of Land for the
Installation of Ground
Mounted Solar Photovoltaic
Equipment**
relating to
Land at Rampisham Estate,
Rampisham, Dorchester DT2
0PP

Dated 22 March 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:
Ref:

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LR1. Date of lease	122 March 2017
LR2. Title number(s)	LR2.1 Landlord's title number(s) DT367396 LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord 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 Tenant 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 BA6 8TW Other parties None
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. "The Site" as defined in paragraph 1 of Schedule 1 to this Lease
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None LR5.2 This lease is made under, or by reference to, provisions of: Not applicable
LR6. Term for which the Property is leased	"The Term" as defined in paragraph 1 of Schedule 1 Part 11 to this lease
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land Paragraph Schedule 511 of Schedule 6 LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other	See Schedule 5

than the Property	
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property See paragraphs 1 to Schedule 211 of Schedule 2</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See paragraph Schedule 31-6 of Schedule 3</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>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 of Land at Rampisham Down, Dorchester dated [DATE] 22 March 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 DT367396) 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</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

LEASE of land for the installation of solar photovoltaic equipment – ground-mounted

Made on the date referred to in Box LR1 of the prescribed clauses
Between

- (1) The Landlord ("Landlord") named in Box LR3 of the prescribed clauses
- (2) The Tenant ("Tenant") named in Box LR3 of the prescribed clauses

AGREED TERMS:

- 1 The definitions and rules of interpretation set out in Schedule 1 shall apply to this Lease
- 2 In consideration of the Rent reserved by this Lease the Landlord lets the Site to the Tenant for the Term with full title guarantee together with the Rights to hold the same unto the Tenant during the Term and hereby grants to the Tenant licence to carry out the Works
- 3 In consideration of such grant the Tenant hereby agrees to pay to the Landlord the Rent in accordance with the provisions of paragraph 5 of Schedule 4
- 4 The rights set out in Schedule 3 are excepted and reserved to the Landlord for the benefit of the Retained Land
- 5 The Tenant agrees to comply with the undertakings set out in Schedule 4
- 6 The Landlord agrees to comply with the undertakings set out in Schedule 5
- 7 This Lease shall be subject to and shall incorporate the terms contained in Schedule 6

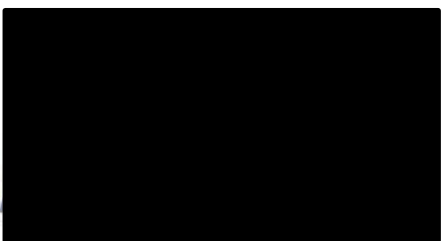
EXCLUSION OF SECURITY OF TENURE

The parties confirm that:

- 8 The Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, before this agreement was entered into (a certified copy of which notice is annexed to this agreement); and
- 9 The Tenant OR ^{Kitty Henry} ~~[NAME OF DECLARANT]~~, who was duly authorised by the Tenant to do so, made a ~~statutory~~ Declaration dated ~~[DATE]~~ ^{21 March 2017} in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which statutory declaration is annexed to this agreement).

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** in
the presence of



Signature of witness



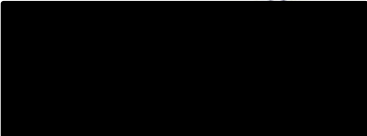
Witness name

A CARSON

Witness address



Witness occupation



**SIGNED as a DEED by
Patrick William Lowther** in the presence
of

Signature of witness



Witness name

GEMMA BUTLER

Witness address



Witness occupation

RECEPTIONIST

**SIGNED as a DEED by
James Peter Dixon Hodgson** in the
presence of



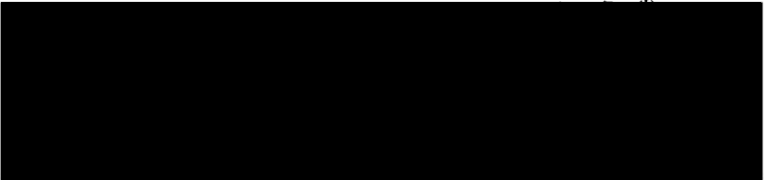
Signature of witness



Witness name

ANTHONY GOOD.

Witness address



Witness occupation

[ON COUNTERPART]

**EXECUTED as a DEED by
For and on behalf of RAMPISHAM
ESTATE SOLAR PARK LIMITED**

.....
Director

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

Schedule 1 Definitions and Interpretation

1 In this Lease the following expressions shall (unless the context otherwise requires) have the following meanings:

"the Apparatus" a solar photovoltaic system including all related equipment and structures including (but not limited to) solar panels, support structures and foundations, fixing apparatus, cabling, piping and cable trays, conducting media, combiner boxes, recombiner boxes, inverters, transformers, meters, monitoring / surveillance equipment and all ancillary connection and other equipment as is reasonably required for the Permitted Use as may from time to time be installed by or on behalf of the Tenant on over under or through the Site and the Retained Land together with any security fencing erected at the Site.

"Connection Point" the physical connection point of the Apparatus to the National Grid.

"DNO" the Distribution Network Operator responsible for the Site or any independent distribution network operator or independent connection provider undertaking those responsibilities.

"Energisation Date" means the date on which PAC has been issued in respect of the Apparatus.

"Entitlement Scheme" means any entry level stewardship scheme and any other statutory scheme of entitlements, contracts, allocations or quotas (excluding milk quota) which affects the right of a producer to produce or deal in any agricultural commodity or which entitles a producer to receive any payment, subsidy or guaranteed price in respect of the produce of any part of the Retained Land.

"Entitlement" refers to any entitlement, contract, allocation or quota under an Entitlement Scheme

"Equipment" any structure or object (permanent or temporary) that could cause a shading impact upon the Apparatus on the basis that such panel elevations on winter solstice which are at a 15 degree elevation and/or could, in the Tenant's reasonable opinion interfere with the operation and functionality of the Apparatus.

"Feed in Tariff" the feed in tariff administered by Ofgem (or any successor competent body authority or government department).

"Funder" any bank funder financial institution or other third party providing funding in respect of the Apparatus or the Site or to the Tenant.

"Group Company" any member or members of the group of companies (as defined by Section 42 of the Landlord and Tenant Act 1954) of which the Tenant is or shall hereafter become a member.

"Landlord's Estate" means, with the exception of the Site, all the land registered under Land Registry title number DT367396.

"LEMP" has the meaning given to this term in the Planning Agreement.

"National Grid" the national grid system for transmission of electricity (both local and high voltage) in England and Wales and the local distribution network as operated by persons licensed by Ofgem (or any successor competent body authority or government department).

"PAC" the Provisional Acceptance Certificate which will be issued by a third party technical advisor, who shall owe a duty of care to all parties to this lease.

"Park Pale" has the meaning given to the term in the Planning Agreement.

"Payment Days" 25 March, 24 June, 29 September and 25 December in each year.

"Permitted Use" the installation, repair, replacement, renewal, use and operation of the Apparatus, the generation, distribution, storage and supply of electricity and uses ancillary or preparatory thereto and for any other activities reasonably related or incidental to the operation of a solar photovoltaic development.

"Plan 1", "Plan 2" "Plan 3" and "Plan 4": 'Plan 1' and 'Plan 2' 'Plan 3' and 'Plan 4' attached to this Lease and marked as such.

"Planning Acts" all laws relating to planning.

"Planning Agreement" means an agreement dated 22 December 2016 and made between British Solar Renewables Limited (1) and The Tenant (2) The Landlord (3) and West Dorset District Council (4) pursuant to a planning permission dated 22 December 2016 with reference number WD/D/14/002974, as varied by a non-material amendment dated 30 January 2017 (reference number WD/D/17/000335).

"Rampisham Woods Option" means an agreement for the grant of a lease of (the whole or any part) of the Rampisham Woods Land to be made between the Landlord (1) and Rampisham Woods Solar Park Limited

"Rampisham Woods Land" means the land to be , as shown edged red on Plan 4

"Rampisham Woods Solar Park Limited" means the company registered in England and Wales with number 09815614, whose registered office is at Higher Hill Farm, Butleigh Hill, Butleigh, Glastonbury, Somerset, BA6 8TW together with any assignees or successors in title who shall, from time to time, occupy the Rampisham Woods Land

"Renewable Benefits" all current and future renewable benefits associated with availability, capacity and generation from the Apparatus including (but not limited to) Renewable Obligation Certificates, levy exemption certificates and any successors to the same

"Renewable Obligations Certificate" The renewable obligations certificate scheme administered by Ofgem (or any successor competent body authority or government department)

"Rent" ~~£1300 per acre~~ per annum in advance as revised each year under Schedule 7.

"Rent Commencement Date" the earlier of i) the Energisation Date; and ii) three months from the date of this Lease.

"Retained Land" the Landlord's retained land and buildings known as Rampisham Down, Dorchester and shown edged in green on Plan 1 and being registered with title number DT367396.

"Rights" the rights granted to the Tenant for the benefit of the Site set out in Schedule 2.

"RPI" the Retail Price Index published monthly by the Office for National Statistics and in the event that the Retail Price Index is replaced by another index such replacement index

"Service Media" all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

"Skylark Plot Payment" means £250 per skylark plot per annum.

"Site" all that area of land shown edged in red on Plan 1.

21 March 2043

"Term" a term of 26 years commencing on and including the date of this Lease and expiring on 1 (subject to earlier determination in accordance with this Lease).

"Works" the works to be carried out by the Tenant its agents or contractors (including any structural works reasonably required and the laying of any necessary Service Media and all works necessary to comply with health and safety requirements but excluding any preparatory survey works) in connection with the installation of the Apparatus and any subsequent inspection alteration removal or maintenance works.

- 2 The singular shall include the plural and vice versa and one gender shall include another.
- 3 Obligations of a party to this Lease shall be deemed to be joint and several obligations where that party is more than one person.
- 4 A reference to "this Lease", except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 5 A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this lease. A reference to the "Tenant" includes a reference to its successors in title and assigns.
- 6 Unless the context otherwise requires, references to the " Retained Land", the "Apparatus" and the "Site" are to the whole and any part of it or them.
- 7 A reference to "Term" is the term referred to in the definition of "the Term" in paragraph 1 any statutory continuation of this Lease.
- 8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders notices codes of practice and guidance made under it.
- 9 If any provision (or part of any provision) in this Lease is held to be illegal invalid or unenforceable, the legality validity and enforceability of the remainder of this Lease is to be unaffected.

Schedule 2 The Tenant's Rights

The right for the Tenant itself or through the agency of any employee contractor personnel or agent or any other person authorised by the Tenant:

- 1 to erect install use operate inspect maintain repair replace upgrade alter add to and renew and (when desired) remove any of the Apparatus on the Site and the Retained Land using all machinery tools and equipment necessary to undertake the Works.
- 2 to install run maintain repair renew replace upgrade use inspect and remove Service Media (including associated sockets and cables) through, over or under the Retained Land to and from the Apparatus in such positions as the Tenant shall from time to time specify (acting reasonably) and which the Landlord shall first approve (such approval not to be unreasonably withheld or delayed and to be provided expeditiously) and to connect the Apparatus to the Connection Point.
- 3 to use the airspace above the Site and to all light and solar irradiation which would naturally reach the Site with no interruption or obstruction.
- 4 to obtain access with and without vehicles plant and machinery at all reasonable times to and from the Site over and along the route shown in brown on Plan 1 or along such other route agreed from time to time between the parties (acting reasonably) together with a right of access on reasonable notice (except in cases of emergency when no notice shall be required) to such other parts of the Retained Land as are reasonably necessary to exercise the Rights and carry out the Works and to take meter readings provided that the Tenant will comply with such reasonable safety and security procedures as are required by the Landlord and previously notified in writing to the Tenant.
- 5 while the Works are being carried out to occupy a working space within the Retained Land no greater than 40 metres by 40 metres in the approximate location shown edged green on Plan 2 (the "**Compound Area**") paying a weekly rent of £100 such liability to pay shall commence when works to construct the Compound Area commence and shall not cease until the Compound Area has been completely dismantled and its constituent parts removed from the Retained Land.
- 6 following completion of the Works to park a vehicle adjacent to the Site during maintenance visits but not so as to obstruct reasonable access by the Landlord to other parts of the Retained Land.
- 7 of support for the Apparatus and the Site from the Retained Land.
- 8 to enter so much of the Retained Land as is reasonably necessary to carry out any such works as are necessary to;
 - 8.1 comply with the Tenant's covenants and undertakings in the Planning Agreement and the planning permission relating to the development on the Site; and
 - 8.2 remedy a breach of any of the Landlord's covenants and undertakings in this Lease and/or Planning Agreement where the Landlord has failed to take appropriate action to remedy any such breach within a reasonable period of being notified in writing by the Tenant of such breach or immediately in the case of an emergency and the cost of so doing shall be reimbursed to the Tenant by the Landlord.
- 9 to enter so much of the land of the Landlord's Estate as is shown edged purple on Plan 3 as is reasonably necessary to carry out any such works as are necessary to remedy a breach of any the Landlord's covenants and undertakings in the Planning Agreement which relate to the maintenance of the Park Pale where the Landlord has failed to take appropriate action to remedy any such breach within a reasonable period of being notified in writing by the Tenant of such breach 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 in Schedule 5 paragraph 18 of this Lease ("Skylark Plots") where the Landlord has failed to comply with the same

- 10 to install maintain and use such security equipment and systems on the Site as the Tenant or its insurers shall require for the protection of the Site and the Apparatus or for the safety of the public and thereafter to maintain renew repair and replace the same.
- 11 with the consent of the Landlord (such consent not to be unreasonably withheld or delayed and deemed granted where such works are in accordance with the Planning Agreement) and subject to first obtaining any necessary planning permission to prune or lop any trees bushes hedges or other vegetation on the Retained Land which interfere with the operation of the Apparatus.
- 12 at all reasonable times (with or without plant and machinery) on not less than 48 hours' prior notice to the Landlord, to enter the Retained Land to carry out surveys tests and inspections to assess the suitability of the Retained Land for the installation maintenance and operation of the Apparatus and to prepare drawings and specifications relating to such Apparatus.

PROVIDED THAT the person exercising such rights shall cause as little damage and disturbance to the Retained Land as reasonably possible and shall make good (at its sole cost and expense) all physical damage caused in the exercise of these rights to the Landlord's reasonable satisfaction and shall take all reasonable steps to incorporate the reasonable and proper wishes or directions of the Landlord in relation thereto and shall take all reasonable steps to ensure that any livestock are adequately enclosed and shall use all reasonable endeavours to cause the minimum reasonably possible interference to the Landlord and shall make good as soon as reasonably possible all damage caused.

Schedule 3 Exceptions and Reservations

The right for the Landlord and anyone else who is or becomes entitled to exercise them or by anyone authorised by the Landlord:

- 1 of support and protection.
- 2 to inspect, use, clean, repair, replace and remove any Service Media at the Site which are in existence at the date of this Lease.
- 3 to uninterrupted passage of water, soil, gas, electricity, telephone and other utilities through the Service Media referred to at paragraph 2 above.
- 4 the right of access to the Site to view the state and condition of the same.
- 5 to use the Site for sheep grazing only (in relation to which the frames on which the solar photovoltaic panels will be installed shall be specifically designed for sheep grazing beneath with a minimum gap of 800mm between the panels and the ground) provided that the Landlord shall:
 - 5.1 enter in the Developer's standard separate grazing agreement which will govern such grazing rights;
 - 5.2 observe any additional regulations or restrictions imposed by the Developer in relation to such grazing including stocking levels; and
 - 5.3 ensure appropriate insurance is taken out and all conditions and requirements of the insurance provider are met.
- 6 subject to the other provisions of this Lease and not so as to derogate from grant, the right at any time to develop any property neighbouring or adjoining the Site in which the Landlord owns or acquires an interest during the Term provided that nothing shall be done that interferes with the operation of the Apparatus or the solar radiation thereto
- 7 notwithstanding paragraphs 4 and 5 of Schedule 5 the right on the request of Rampisham Woods Solar Park Limited to grant a deed of easement (or such other rights as necessary) for the installation of a cable under the Retained Land and the Site, such cable to serve the development that is to be undertaken by Rampisham Woods Solar Park Limited on the Rampisham Woods Land for the benefit of said development provided that the Landlord shall first consult with the Tenant regarding the proposed cable route and shall take the Tenant's reasonable requests into consideration when agreeing the said route with Rampisham Woods Solar Park Limited and further provided that the Tenant shall be a consenting party to the said deed of easement or other agreement

and the parties agree and declare that the grant of such easement and/or other rights as is reasonably necessary for the installation of a cable referred to in this paragraph 7 shall be deemed not to breach the Landlords covenants made pursuant to this lease.

PROVIDED THAT the person exercising such rights shall cause as little damage and disturbance to the Site and the Apparatus as possible and shall make good (at its sole cost and expense) all physical damage caused in the exercise of these rights to the Tenant's reasonable satisfaction and SUBJECT ALWAYS to the provisions of paragraph 4 of Schedule 4.

Schedule 4
The Tenant's Undertakings

The Tenant undertakes to the Landlord:

1 Notice of Works

to give to the Landlord at least 48 hours' notice of its intention to commence the initial installation of the Apparatus.

2 Installation and Repair

2.1 to carry out the Works in a good and workmanlike manner causing as little inconvenience to the Landlord as is reasonably possible.

2.2 to promptly make good any physical damage caused to the Retained Land by the Works or directly by the exercise of the Rights to the reasonable satisfaction of the Landlord.

2.3 to install a security fence within the Site in the approximate position shown by the pink line on Plan 1 as part of the Works.

3 Maintenance of Apparatus and Reinstatement

3.1 to maintain the Apparatus in a good and safe state of repair and condition and the Site clean and tidy throughout the Term and in a safe condition to the standards required by legislation regulations and relevant regulatory authorities throughout the Term.

3.2 on termination of this Lease (howsoever caused) to quietly yield up the Site to the Landlord and within six (6) months thereafter to remove the Apparatus (but excluding, where agreed between the parties, any part of the Apparatus situated below a depth of 1.2 metres SUBJECT TO such below ground Apparatus being made safe) and to reinstate the Site to its former state and condition as at the date of this Lease as evidenced by the photographic record of condition prepared pursuant to paragraph 7 of Schedule 6 to the Landlord's reasonable satisfaction.

4 Insurance

to maintain insurance on such terms as are usual in the market place in a sum of not less than £10,000,000 (ten million pounds) with such a sum being reviewed to reflect changes in RPI on every fifth anniversary of the date of this Lease (for any one claim or series of connected claims) against public liability and other third party liability arising out of its occupation and use of the Site and to produce to the Landlord on reasonable request (not to be made more than once a year) a summary of the details of such insurance and evidence that it is in force.

5 Rent

5.1 to pay the Rent to the Landlord by four equal instalments in advance on or before the Payment Days and the first such payment shall be made on the first Payment Day following the Rent Commencement Date and shall cover the period commencing on the Rent Commencement Date and ending on the day preceding the next Payment Day.

5.2 no Rent shall become due or payable until the Rent Commencement Date

5.3 to pay in advance one twenty-fourth of the Rent current in the final year of the term (the "Final Rental Amount") on the date of termination of the lease and thereafter to pay further instalments equal to one twenty-fourth of the Final Rental Amount on regular monthly intervals until such date that the Site is fully reinstated in accordance with clause 3.2, thereafter the liability to make further such payments shall cease.

6 Outgoings

to pay any additional rates levied or other outgoings attributable to the Site on the Landlord in the respect of the Site as a direct result of the Tenant's use of the Apparatus on the Site other than:

- 6.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- 6.2 any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

7 Compliance with Legislation

to comply with all present and future national and local authority legislation (including planning) applicable to the installation and operation of the Apparatus at the Site and the exercise of the Rights and to obtain and comply with all statutory and local authority consents necessary for the installation and operation of the Apparatus at the Site

8 Use

to use the Site for the Permitted Use only

9 Planning

- 9.1 to comply in all respects with the Planning Acts and not to commit any breach of planning control in relation to the Works and Permitted Use.
- 9.2 not to make any application under the Planning Acts (whether for planning permission or otherwise) in relation to the Site without the prior written consent of the Landlord (which will not be unreasonably withheld or delayed where the Landlord's consent or approval is also obtained under this Lease for a permitted alteration).
- 9.3 where it is a condition of (or a planning obligation associated with) any planning permission that any works be carried out, to carry out such works before the end of the Term if the relevant planning permission is implemented.
- 9.4 forthwith upon receipt to supply copies to the Landlord of all applications, notices, decisions and other formal communications relating to the Site or served on the Tenant or any undertenant at the Site and to take such action as the Landlord may reasonably and properly require in respect of such communication.

10 Alienation

- 10.1 The Tenant shall have the right (with the landlord's consent not to be unreasonably withheld or delayed) to assign sublet charge part with possession and share possession or occupation of the whole or (but not in relation to an assignment) any part of the Site and this Lease to or with a Group Company and/or a Funder and such Group Company and/or Funder shall have the right to exercise all or any of the Rights.
- 10.2 The Tenant shall have the right (without requiring landlord's consent) to assign the whole of the Site and this Lease to any person or company who takes over the business of the Tenant or who is taking over the running of the solar photovoltaic development on the Site.
- 10.3 The Tenant shall have the right to assign the whole of the Site and this Lease to a third party subject to first obtaining the Landlord's prior written consent which is not to be unreasonably withheld or delayed provided that (a) there are no sums outstanding from the Tenant to the Landlord at that time (b) the parties enter into an authorised guarantee agreement and (c) in the Landlord's reasonable opinion the assignee is not a person who is unlikely to meet the obligations on the part of the Tenant contained in this Lease.

- 10.4 The Tenant shall have the right (without requiring landlord's consent) to charge this Lease and the whole or any part of the Apparatus.
- 10.5 The Tenant shall have the right (without requiring landlord's consent) to sublet to the DNO any substation at the Site or any other parts of the Apparatus that the DNO intends to adopt.
- 10.6 Any underlettings made pursuant to this clause 10 shall:
- (a) include an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded from applying to the tenancy created by the underlease; and
 - (b) the term of any underlease shall not when granted exceed the remainder of the term of this lease.
- 10.7 Save as referred to above the Tenant is not entitled to assign sublet or part with possession of the whole or any part of the Site.
- 10.8 Within 28 days of any assignment of this Lease or the Site to give notice to the Landlord of such assignment together with a certified copy of the document giving effect to such assignment and payment of the Landlord's reasonable registration fee of not more than £50 plus any VAT.
- 11 Access for the Landlord
- 11.1 to permit the Landlord access to the Site to exercise the rights excepted and reserved in Schedule 2 (with or without workmen) at all reasonable times by prior appointment and accompanied by a representative of the Tenant
- 11.2 at no time to block up, restrict or otherwise interfere with any of the access routes as are used from time to time by the Landlord, its tenants or other authorised persons across the Landlord's Estate and to and from the Landlord's Estate and any publicly adopted highways (provided that any temporary periods of: restriction; blocking up; or interference with any access routes by the Tenant during the construction of the development on the Site and/or the decommissioning of the Apparatus shall not be deemed to breach this covenant).
- 12 Indemnity
- to indemnify the Landlord against all actions or proceedings (save for any liability arising from any breach by the Landlord of its undertakings in this Lease or the actions negligence or default of the Landlord or its servants agents or independent contractors) including all associated costs charges and expenses arising directly from: any breach by the Tenant of its obligations in this Lease; by reason of any negligent act or omission of the Tenant in exercise or purported exercise of the Rights; PROVIDED THAT:
- 12.1 the Landlord shall forthwith after receipt of the same notify the Tenant of any proceedings, claims or demands which may be the subject of a claim for indemnity under this Lease together with details thereof.
- 12.2 the total liability of the Tenant shall (save as provided in paragraph 12.8 below) be limited to £10,000,000 (ten million pounds) for any single claim or series of claims arising out of one event.
- 12.3 the Landlord shall notwithstanding the existence of this indemnity take all reasonable steps to mitigate its loss.
- 12.4 the Tenant shall not be liable either in contract or in tort in respect of economic loss, loss of business profit or consequential loss.
- 12.5 the Tenant shall have sole conduct of any such actions or proceedings.

- 12.6 nothing contained in this Lease shall restrict or interfere with the Tenant's rights against the Landlord or any third party in respect of contributory negligence.
- 12.7 the Tenant shall indemnify the Landlord in respect of any damage to previously planted crops suffered as a result of the Tenant exercising its rights in this Lease.
- 12.8 the Landlord acknowledges that the Tenant shall have no liability or responsibility whatsoever to the Landlord in respect of any failure of the Apparatus.
- 12.9 nothing in this paragraph 12 shall limit or exclude the Tenant's liability for death or personal injury resulting from the Tenant's negligence or any liability for fraud.

13 Easements

With the exception of the DNO, the Tenant shall ensure that it does not grant any easements and/or wayleaves over the Site and/or the Retained Land to any third parties.

14 Nuisance

The Tenant shall take reasonable steps to abate any nuisance which, from time to time, its activities are shown to cause to the owners and occupiers of the Retained Land and other neighbouring land.

15 Access

The Tenant shall maintain the access route shown coloured brown on Plan 1 in no worse a state than it was at the date of this lease.

16 Costs

To pay the Landlord within 21 days of written demand, the proper and reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the Term) in connection with the enforcement of the tenant covenants of this Lease or the obtaining of the Landlord's consent or approval.

17 Skylark Plot Payment

17.1 To make, within 7 days of demand after completion of the works specified in Schedule 5 paragraph 17 (the "Skylark Works") the first Skylark Plot Payment.

17.2 For as long as the Skylark Works, or any subsequent relocation of same, subsist within Landlord's Estate to make further Skylark Plot Payments on each anniversary of the date of the first such payment

PROVIDED THAT in the event that the Tenant is required to enter the Landlord's Estate to remedy a breach of the Landlord's covenants made in relation the Skylark Works pursuant to Schedule 2 paragraph 9 any obligation on the Tenant to make further Skylark Plot Payments shall cease forthwith.

Schedule 5
The Landlord's Warranty and Undertakings

The Landlord undertakes with the Tenant that:

1 Registration

Notwithstanding that the Landlord demises the Site with full title guarantee the Landlord will at the request of the Tenant promptly and properly:

- 1.1 assist with all requisitions raised by the Land Registry following an application by the Tenant to register this Lease; and
- 1.2 provide all such further information and documents in its possession that may be reasonably required by the Land Registry to register this Lease

2 Quiet Enjoyment

The Tenant may quietly and peacefully hold and enjoy the Site and exercise the rights granted to it in this Lease without any disturbance or interruption by the Landlord or any person lawfully claiming through under or in trust for it or by title paramount

3 Not to Object to Planning Application

It will not object to or support any objection to any reasonable application for planning permission or any other necessary consent or approval required by the Tenant in respect of solar photovoltaic energy development on the Site and the Apparatus and (at the request and reasonable cost of the Tenant) will take all reasonable steps to assist the Tenant to obtain any such planning permission or consent

4 Non-Interference

- 4.1 it will not interfere or tamper with or cause obstruction or damage to the Site or the Apparatus or seek to repair it and will take all reasonable precautions and steps necessary to ensure that no other person shall interfere or tamper with or cause obstruction or damage to or seek to repair the same
- 4.2 it will as soon as reasonably practicable upon discovering or becoming aware of any damage to the Apparatus notify the Tenant of such damage but the parties to this Lease acknowledge that the Landlord is under no obligation to inspect the Apparatus at any time
- 4.3 it will not carry out any activity or development or plant or allow the growth of any tree hedge bush or other vegetation on the Retained Land which might in the reasonable opinion of the Tenant interfere with or affect the amount of solar irradiation reaching any part of the Apparatus or the Site and will not darken cover or obstruct the Apparatus or do or permit anything to be done which may cast a shadow on the Apparatus or any part of it
- 4.4 it will not erect any building or structure on any part of the Retained Land under over or through which any Service Media serving the Apparatus pass without the Tenant's prior written consent (such consent not to be unreasonably withheld)
- 4.5 whilst holding a shoot, driven shooting, rough shooting or similar activity on the Retained Land it shall not and shall procure that its invitees and authorised persons do not shoot over or into or drive bird, vermin or deer towards the Site or otherwise conduct shooting in a manner that could reasonably be expected to cause damage to the Apparatus.
- 4.6 as soon as possible upon becoming aware of anything occurring which is prohibited by this paragraph 6 it will take such action as is necessary to remedy the matter

5 Other Equipment

5.1 it will not install or grant consent to any third party to install Equipment at or on the Retained Land

5.2 it will consult with the Tenant and take account of any representations made by or on behalf of the Tenant as to possible interference with the Apparatus and its operation prior to installing or granting any right to install or allowing the installation and operation of other Equipment on the Retained Land after the date of this Lease which may result in a breach of any of the provisions of paragraph 6 of this Schedule and will ensure that any such Equipment will not be positioned so as to impede reasonable and safe access to the Apparatus in any way

5.3 if the Tenant can demonstrate to the Landlord's reasonable satisfaction that any Equipment installed pursuant to paragraph 5.2 above is interfering with the operation of the Apparatus then the Landlord will procure that such Equipment is removed as soon as reasonably practicable

6 Other Solar Photovoltaic Equipment

it will not install and will not permit any other person to install solar photovoltaic equipment up to the date of accreditation by Ofgem of the Development within a 500 metre radius of the Site where such installation may or does lead to the Tenant becoming ineligible to receive any Feed in Tariff or Renewable Obligation Certificate payments either at all or at the rate envisaged as at the date of this Lease provided that the Landlord shall not be in breach of this obligation by granting a lease pursuant to the Rampisham Woods Option.

7 Wayleaves and Substation Leases

it shall expeditiously take all reasonable steps (which shall include assisting in any negotiations with any third party and/or entering into any reasonable agreement or deed with the DNO or relevant service provider where necessary to enable the Tenant to secure any wayleave, substation lease or other agreement as may be necessary to give effect to the Rights or otherwise required by the DNO.

8 Rating Documents

it will provide to the Tenant a copy of any rating return notice or demand received for any rates outgoing or payments in respect of the Tenant's use of the Apparatus on the Retained Land

9 Confidentiality

it will treat all information received from or on behalf of the Tenant in connection with the negotiation preparation and completion of this Lease and any ancillary documentation together with the terms of all such documentation in whatever form in confidence and shall not disclose it to any third party without the prior written approval of the Tenant (such approval not to be unreasonably withheld or delayed) save as necessary for the performance of its obligations under this Lease or as required by law

10 Direct Agreement

it will at the request and reasonable cost of the Tenant enter into a direct agreement and/or step-in agreement with the Funder on such terms as the Funder reasonably requires SUBJECT TO the proviso that the Landlord shall not be under any obligation to give any warranties or undertakings in such direct agreement and/or step-in agreement which are more onerous than those contained in this Schedule 5

11 Payments due to the Tenant

it will (where the Landlord is required under this Lease to make any payments to the Tenant) make payment to the Tenant within 28 days of the date of receipt of the Tenant's invoice without any deduction or set off

12 Noting of the Tenant's Interest

if so requested by the Landlord, it will ensure that the interest of the Tenant and any Funder in the Site and the Apparatus is noted on any insurance policy the Landlord holds in respect of the Retained Land

13 Connection Point

13.1 it will at all times during the Term ensure that an appropriate Connection Point is made available on the Retained Land for the Apparatus to enable the export of all energy generated by the Apparatus to the electrical or other appropriate system of the Retained Land or, in the case of any electricity not being used on the Retained Land, to the national electricity distribution system through the relevant meter

13.2 to notify the Tenant in the event that the Connection Point is not in a good and safe state of repair and condition sufficient to enable the Apparatus to produce and export energy or is otherwise damaged although it shall have no duty to inspect the Connection Point

13.3 it will not do anything which reasonably could be expected to cut sever or damage the Service Media which connect the Site and the Apparatus to the Connection Point and will take all reasonable precautions and steps necessary to ensure that no other person shall do so

14 Insurance

it will not do anything which causes the Tenant's insurance maintained pursuant to paragraph 4 of Schedule 4 to become void or voidable or which may increase the premium payable in respect of that insurance

15 Dealings with the Retained Land

15.1 it will not at any time during the Term:

(a) transfer grant or create any legal or equitable interest in the whole or any part of the Retained Land; or

(b) transfer grant or create any rights in favour of any person to acquire any legal or equitable interest in the whole or any part of the Retained Land

which would or might reasonably be expected to adversely affect the Rights granted in this Lease except to a person who has first executed and delivered a deed to the Tenant (in a form acceptable to the Tenant, acting reasonably) containing a covenant by such person directly with the Tenant to perform and observe the Landlord's undertakings contained in this Schedule 4 to the extent that the same are still subsisting and capable of taking effect

15.2 the Landlord and the Tenant apply to the Chief Land Registrar for a restriction standard form L in the following terms to be entered on the registers of title of the Title Numbers referred to in prescribed clauses LR2.1:

"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 122 Nov 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 [] 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"

16 Ground Conditions

The Landlord hereby indemnifies the Tenant against any costs liabilities losses damages or costs whatsoever arising or suffered by the Tenant by virtue of or attributable to the Site being in-filled land or contaminated in any way on the date of this lease

17 Skylark Plots

The Landlord shall, in consideration of the Skylark Plot Payment, after the date of this Lease:

- (a) consult and agree with the Tenant (both acting reasonably) on the location of the two skylark plots that are to be installed on the Landlord's Estate, pursuant to the Tenant's obligations as specified in the LEMP;
- (b) consult and agree with the Tenant (both acting reasonably) the extent and timeline of the works that need to be undertaken in order to provide the said plots and maintain the same;
- (c) undertake the specified works within the timeline agreed pursuant to sub-paragraph 17(b) of Schedule 5.

Schedule 6 Terms

1 The Term

This Lease shall commence on the date hereof and will continue for the Term (unless terminated sooner as provided in this Schedule)

2 Rent Cesser

If the Apparatus, the Site or the means of access to the Site is damaged or destroyed so that, in the Tenant's reasonable opinion, the Site and/or Apparatus becomes unsuitable for the operation of the Apparatus then payment of the Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Apparatus, the Site or means of access to the Site has been reinstated and, in the reasonable opinion of the Tenant, made fit for the operation of the Apparatus, or until the end of three years from the date of damage or destruction, if sooner.

3 Termination

3.1 The Tenant may terminate this Lease at any time before the Works are commenced by giving to the Landlord not less than one month's prior written notice.

3.2 Following completion of the Works the Tenant may terminate this Lease at any time with immediate effect by giving written notice to the Landlord in the event that:

- (a) the Landlord commits a material breach of this Lease and fails to remedy that breach within 90 days of the Landlord being notified in writing of the breach; or
- (b) the Site becomes unsuitable in the Tenant's reasonable opinion for the operation of the Apparatus as a result of either (a) the erection of new buildings on any land near to the Site or (b) anything occurring which casts a shadow over the Apparatus or interferes with the free flow of light to the Site thereby adversely affecting the functional capacity of the Apparatus; or
- (c) a material alteration or restriction to the Permitted Use, the planning situation or a material reduction in income to the Tenant by reason of a reduction or alteration to any Renewable Benefits.

3.3 On any termination of this Lease under paragraphs 3.1 or 3.2 of this Schedule 6 this Lease shall terminate and shall be yielded up in accordance with paragraph 3.2 of Schedule 4 but without prejudice to any right or remedy that either party may have in relation to any earlier breach of this Lease by the other

3.4 Within 30 days of the termination of this Lease under paragraphs 3.1 and 3.2 of this Schedule 6 the Landlord shall reimburse to the Tenant any rents and other sums paid by the Tenant to the Landlord in advance in respect of any period after the relevant termination date

4 Forfeiture on breach

4.1 The Landlord shall be entitled to re-enter the Site (or any part of the Site in the name of the whole) by giving prior written notice to the Tenant and obtaining a court order to that effect if the Tenant is in substantial breach of its obligations under this Lease and it has not remedied the breach within 90 days (or such other reasonable period given the nature of the breach) of being given notice of such breach by the Landlord PROVIDED THAT the Landlord shall not exercise its right of termination pursuant to this paragraph 4 without first having served a notice of the relevant breach/non-payment on the Funder and affording the Funder reasonable opportunity to remedy or as near as possible in the circumstances remedy the relevant breach/non-payment within a reasonable period (being not less than 90 days from the date of the notice)

4.2 If the Landlord re-enters the Site (or any part of the Site in the name of the whole) pursuant to paragraph 4.1 of this Schedule 6 this Lease shall immediately end but without prejudice to any right or remedy that either party may have in relation to any earlier breach of this Lease by the other

5 Notices

Any notice to be served by either party upon the other shall be served by special delivery post addressed in the case of the Tenant to its registered office and in the case of the Landlord to its registered office or last known address or to such other address as may be notified in writing by the relevant party to the other and such notice shall be deemed to have been received 48 hours after having been posted. Notices to be sent to the Tenant should be marked "For the Attention of the Directors"

6 Arbitration

Any dispute or differences arising between the Landlord and the Tenant as to their respective rights duties and obligations or as to any matter arising out of or in connection with this Lease shall (unless provided to the contrary in this Lease) be referred to an independent surveyor appointed by the President for the time being of the Royal Institution of Chartered Surveyors and such surveyor shall have the requisite knowledge skills and experience to determine the matter in dispute and shall act as arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of the same for the time being in force

7 Photographic Record of Condition

To the extent that no such record of condition has already been prepared and agreed by the parties prior to the date hereof and is not annexed to this Lease, a photographic record of condition will be agreed between the parties (acting reasonably) and signed and dated by them in duplicate prior to the commencement of the Works, which record of condition will be supplemental to this Lease

8 Feed-in Tariffs and Renewable Benefits

8.1 The Tenant is solely entitled to receive any Renewable Obligation Certificate payments or Feed in Tariff payments generated through the operation of the Apparatus

8.2 All Renewable Benefits shall vest in the Tenant and (at the cost of the Tenant) the Landlord will provide all assistance reasonably requested by the Tenant in connection with any application for any Renewable Benefits and will do all things and execute all such documents as are reasonably necessary to ensure that all Renewable Benefits vest in the Tenant

9 Electricity

Any electricity generated by the Apparatus will be exported to the National Grid and the Landlord shall have no right to use any of the electricity generated

10 General

10.1 This Lease shall bind the respective successors in title of the parties and those deriving title under them

10.2 Nothing contained in this Lease shall impose any obligation on the Tenant to generate electricity at the Site

10.3 The Apparatus belongs to the Tenant who shall have the right to remove all or any part of it at any time and all electricity generated by the Apparatus shall belong to the Tenant who shall have the right to deal with it as they see fit

- 10.4 For the avoidance of doubt, the Landlord and the Tenant agree and declare that the Tenant shall not be liable to the Landlord for:
- (a) any failure of the Apparatus; and/or
 - (b) any loss of Entitlements.
- 10.5 Where the Landlord's consent or approval is required for:
- (a) Paragraphs 2, 4, and the proviso of Schedule 2;
 - (b) Paragraphs 9.2, 10.1 and 10.3 of Schedule 4
- of this Lease, it shall in all cases be subject to a requirement on the Landlord not to unreasonably withhold or delay such consent
- 10.6 This deed constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this deed and supersedes any previous agreement between the parties relating to the transaction
- 10.7 No term of this Lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, unless such third party is specifically mentioned in the Lease
- 10.8 This Lease shall be governed by and construed in accordance with the laws of England and Wales
- 10.9 This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995
- 10.10 The commencement of the Works on the Site shall be contingent on the Tenant obtaining all appropriate planning and other consents and National Grid connection agreements necessary for the commencement of the Works and the installation and operation of the Apparatus on the Site
- 11 Contractual Option to Renew
- 11.1 The Tenant may at any time during but not less than 3 months before expiry of the Term request from the Landlord the grant of a new lease ("New Lease") of the Site to the Tenant by serving written notice on the Landlord to that effect ("Renewal Notice") and in the absolute discretion of the Landlord the Landlord may either agree or disagree to the grant of the New Lease by serving written notice to the Tenant within 1 month after receipt of the Tenant's written notice. If the Landlord agrees the provisions of paragraph 11.2 of this Schedule 6 shall apply.
- 11.2 Subject to acceptance of the Tenant's Renewal Notice by the Landlord in accordance with clause 11.1 within 1 month of the date of receipt of the written acceptance by the Landlord of the Renewal Notice, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the New Lease, PROVIDED THAT:
- (a) the New Lease shall be for a contractual term of 10 years commencing on and with effect from and including the day after expiry of the term of this Lease;
 - (b) the initial annual rent under the New Lease shall be the open market rent calculated in accordance with Schedule 8 of this Lease;
 - (c) no connection fee or other premium is payable for the grant of the New Lease;
 - (d) the Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant;

- (e) the New Lease shall not contain a contractual option to renew the New Lease and, for the avoidance of doubt, shall not contain the open market rent provisions contained at Schedule 8 to this Lease;
- (f) the New Lease shall be in the form of this Lease with such necessary amendments to give effect to paragraphs 11.2.(a) – (g) of this Schedule 6.
- (g) The New Lease shall be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.

Schedule 7
rpi RENT REVIEW

1 Definitions

In this Schedule:

"Accountant" means a member of the Institute of Chartered Accountants in England and Wales appointed by the parties or (if the parties cannot agree as to the Accountant's identity) appointed by the President from time to time of the Institute who shall act as an expert and not an arbitrator and whose decision shall be final and binding on the parties (save in the case of manifest error or fraud)

"Accounting Year" means the 12 month period starting on 01 January and ending on 31 December and each successive corresponding period during the Term.

"Base Rent" means £1,300 per acre

"Base RPI Month" means the month two months before the lease completion date.

"Review Date" means the first anniversary of the date of this Lease and every anniversary of that date

2 Review of the Rent

2.1 The amount of the Rent shall be reviewed on each Review Date and shall be determined at the relevant Review Date to be the higher of the then current Rent and the figure obtained by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

2.2 The Landlord shall:

- (a) calculate the reviewed rent as soon as reasonably practicable (but not earlier than the publication of the RPI for the month two months before the month in which the relevant Review Date falls; and
- (b) give the Tenant written notice of the reviewed rent as soon as it has been calculated.

2.3 Subject to paragraph 2.4, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the reviewed rent shall be made taking into account the effect of any such change.

2.4 If either the Landlord or the Tenant reasonably believes that any change referred to in paragraph 2.3 would fundamentally alter the calculation of the reviewed rent in accordance with this paragraph 2 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the reviewed in accordance with this paragraph 2 then the Landlord and the Tenant shall endeavour within a reasonable time to agree an alternative mechanism for reviewing the Rent, which may (where reasonable) include substituting an alternative index for the RPI. In default of such agreement, an alternative mechanism shall be determined by the Accountant.

Schedule 8
open market RENT REVIEW on lease renewal

1 Definitions

In this Schedule:

"Initial Rent" means the initial rent under the New Lease calculated in accordance with this Schedule 8

"President" means the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf

"Valuer" means an independent valuer who is an associate or fellow of the Royal Institution of Chartered Surveyors with at least 10 years' experience in photo-voltaic leases

2 The amount of Initial Rent shall be the lesser of:

2.1 the Rent payable immediately prior to the end of the Term of this Lease (or which would then be payable but for any cesser of rent pursuant to paragraph 2 of Schedule 6); and

2.2 the open market rent agreed or determined pursuant to this Schedule 8.

3 The open market rent may be agreed between the Landlord and the Tenant at any time following service of the Renewal Notice referred to in paragraph Schedule 11.1 of Schedule 6 to this Lease but if it is not agreed prior to the grant of the New Lease then either party can apply to the President for a Valuer to be appointed and for the open market rent to be determined by the Valuer.

4 If the open market rent is determined by the Valuer, it shall be the amount that the Valuer determines is the annual rent (exclusive of any VAT) at which the Site could reasonably be expected to be let:

4.1 in the open market; and

4.2 at the date of the grant of the New Lease; and

4.3 on the assumptions listed in paragraph 5; and

4.4 disregarding the matters listed in paragraph 6

5 The assumptions are:

5.1 the Site comprises 21.68 acres;

5.2 the Site is available to let in the open market:

(a) by a willing lessor to a willing lessee (which may be the Tenant);

(b) as a whole;

(c) with vacant possession;

(d) without a fine or a premium;

(e) for a term of 10 years; and

(f) otherwise on the same terms as the New Lease; and

- 5.3 there has been a reasonable period in which to negotiate the terms of the letting taking into account the nature of the Site and the state of the market; and
- 5.4 the willing lessor has had the benefit of any concession or contribution which would be offered in the open market at the date of the grant of the New Lease;
- 5.5 the Tenant has fully complied with its obligations in this lease;
- 5.6 if the Site, or any means of access to it or any Service Media serving the Site, has been destroyed or damaged, it has been fully restored;
- 6 The matters to be disregarded are:
 - 6.1 any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Site;
 - 6.2 any goodwill attached to the Site by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
 - 6.3 any effect on rent attributable to any physical improvement to the Site carried out by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
- 7 The Valuer shall:
 - 7.1 act as an expert and not as an arbitrator; and
 - 7.2 allow the parties a reasonable opportunity of making representations and counter-representations to him; and
 - 7.3 take those representations and counter-representations into account; and
 - 7.4 if required by either party give written reasons for his determination.
- 8 If the Valuer dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Valuer and paragraph 9 shall then apply in relation to the appointment of a replacement.
- 9 The fees and expenses of the Valuer and the cost of the Valuer's appointment and any counsel's fees incurred by the Valuer shall be payable by the Landlord and the Tenant in the proportions that the Valuer directs (or if the Valuer makes no direction, then equally).
- 10 If the Initial Rent has not been agreed by the Landlord and the Tenant or determined by the Valuer on or before the date of grant of the New Lease, the Annual Rent payable from the date of grant of the New Lease shall continue at the rate payable under this Lease immediately prior to the date of grant of the New Lease.
- 11 No later than five working days after the Initial Rent is agreed or the Valuer's determination is notified to the Landlord and the Tenant, the Tenant shall pay the shortfall (if any) between the amount that it has paid for the period from the date of grant of the New Lease until the Payment Date following the date of agreement or notification of the Initial Rent and the amount that would have been payable had the Initial Rent been agreed or determined on or prior to the grant of the New Lease.
- 12 Time shall not be of the essence for the purposes of this Schedule 8.

PLAN 1

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Rev:	Date:	Revision:	Designer:
02	25/08/16	Revision of the retained land area	RC
03	25/08/16	Rampisham 3 removed and separate lease plan created	CC
04	06/09/16	Lease area and retained land amended	CC
05	26/09/16	Lease area and retained land amended	CC
06	29/09/16	Lease area and retained land amended	CC
07	18/10/16	Access track amended	CC
08	19/10/16	Lease area amended around access track	CC
09	11/11/16	Lease area amended	CC
10	11/01/17	Fenceline added	CC
11	11/01/17	Scale Amended	CC
12	27/01/17	Access amended to highway	CC
13	31/01/17	Access amended to highway	CC
14	03/02/17	Retained land amended	CC

- Lease Boundary - 21.68acres
- Retained Land - 13.43acres
- - - Solar Park Fence - 17.18acres



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Project: RAMPISHAM PHASE 2
Title: Legal Boundary Plan

Location: RAMPISHAM DOWN
Drawing Number: 1142-0200-01

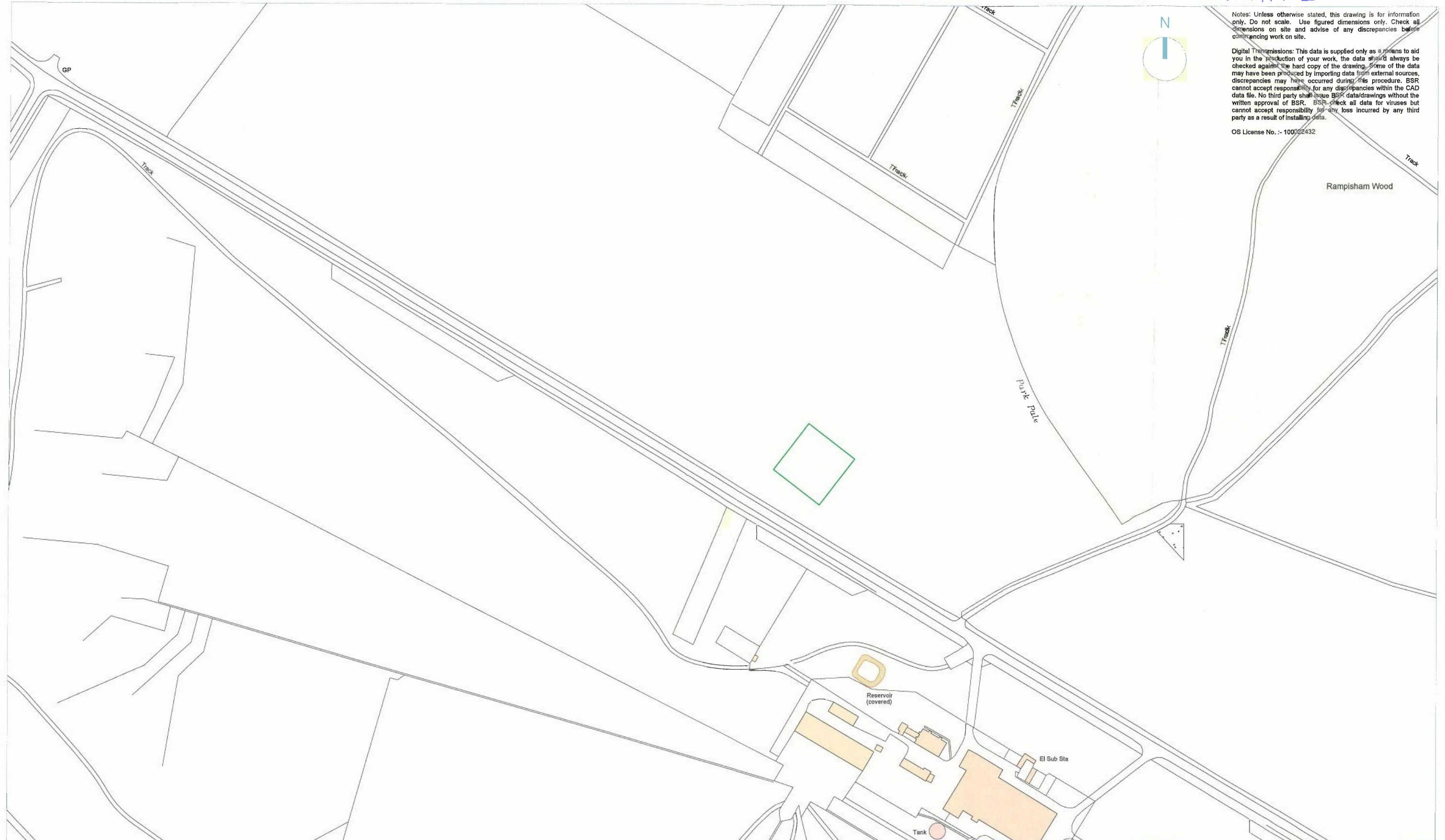
Drawn By: RC
Date: 24/08/14
Scale: 1:2500
Checked By: CS
Issue: 14

PLAN 2

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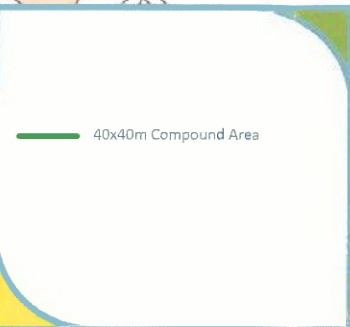
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Plot Date: 11/01/2017 14:12:19
 File Name: S:\New Solar\0001 - PS+ Migrated\1142 - Rampisham 2\05 Site Plans\02 Legal\Redline & Boundary Drawings\1142-0200-27 - Rampisham 2 Compound Plan (Legal) Iss 02.dwg

Rev: Iss 02	Date: 11/01/17	Revision: Scale Changed.	Designer: CC
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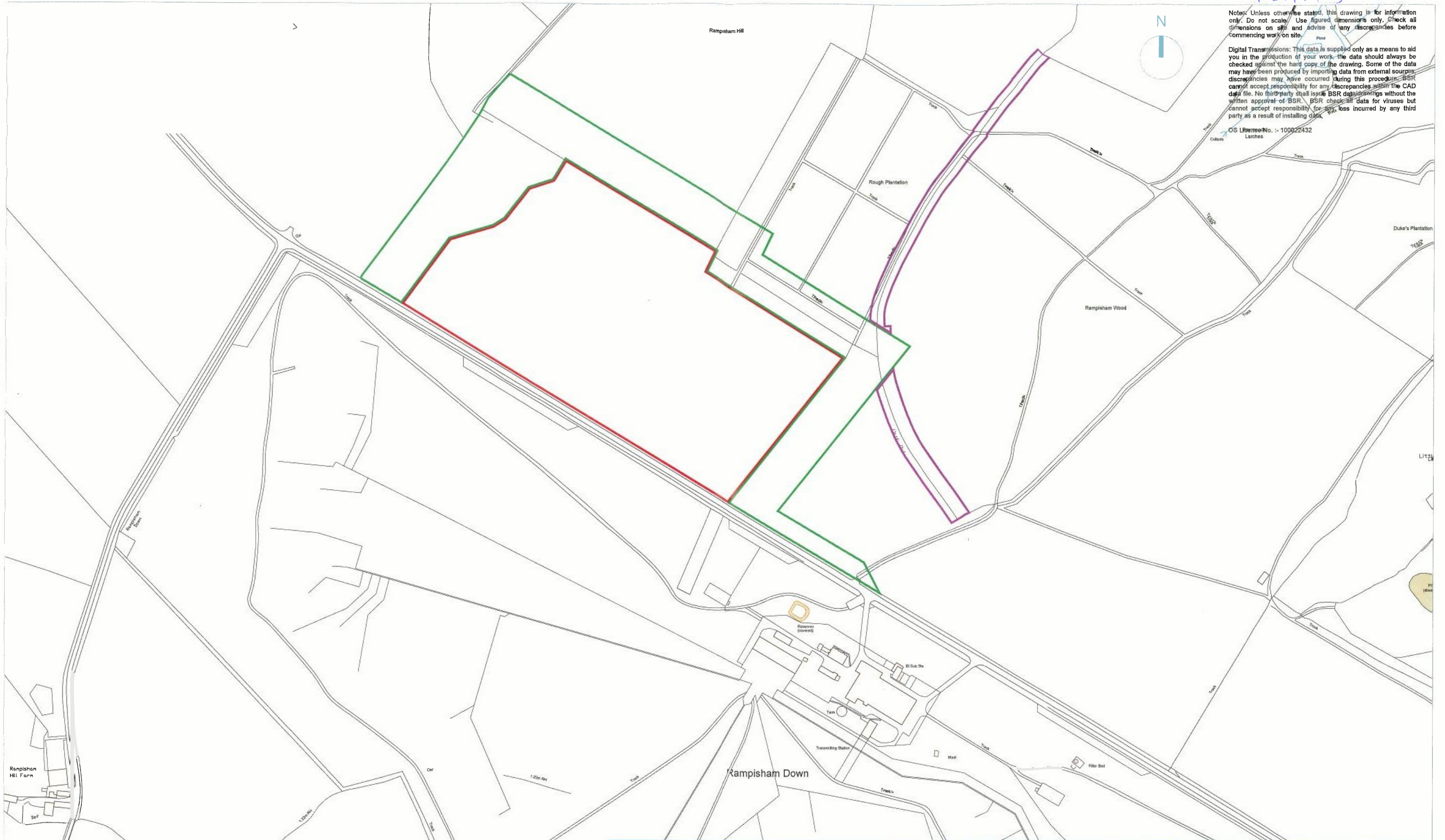
Project: RAMPISHAM PHASE 2	Title: Compound Plan (Legal)
Location: RAMPISHAM DOWN	Drawing Number: 1142-0200-27
Drawn By: CC Date: 11/01/17	Scale: 1:2500 Checked By: LH Date: @A3

Issue: 02

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Rev:	Date:	Revision:	Designer:
Iss 2.0	13.02.17	Section 106 area amended	CC

- Lease Boundary
- Retained Land
- Section 106 Woodland Maintenance & Park Pale Area



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Project: RAMPISHAM PHASE 2
Title: Section 106 Plan

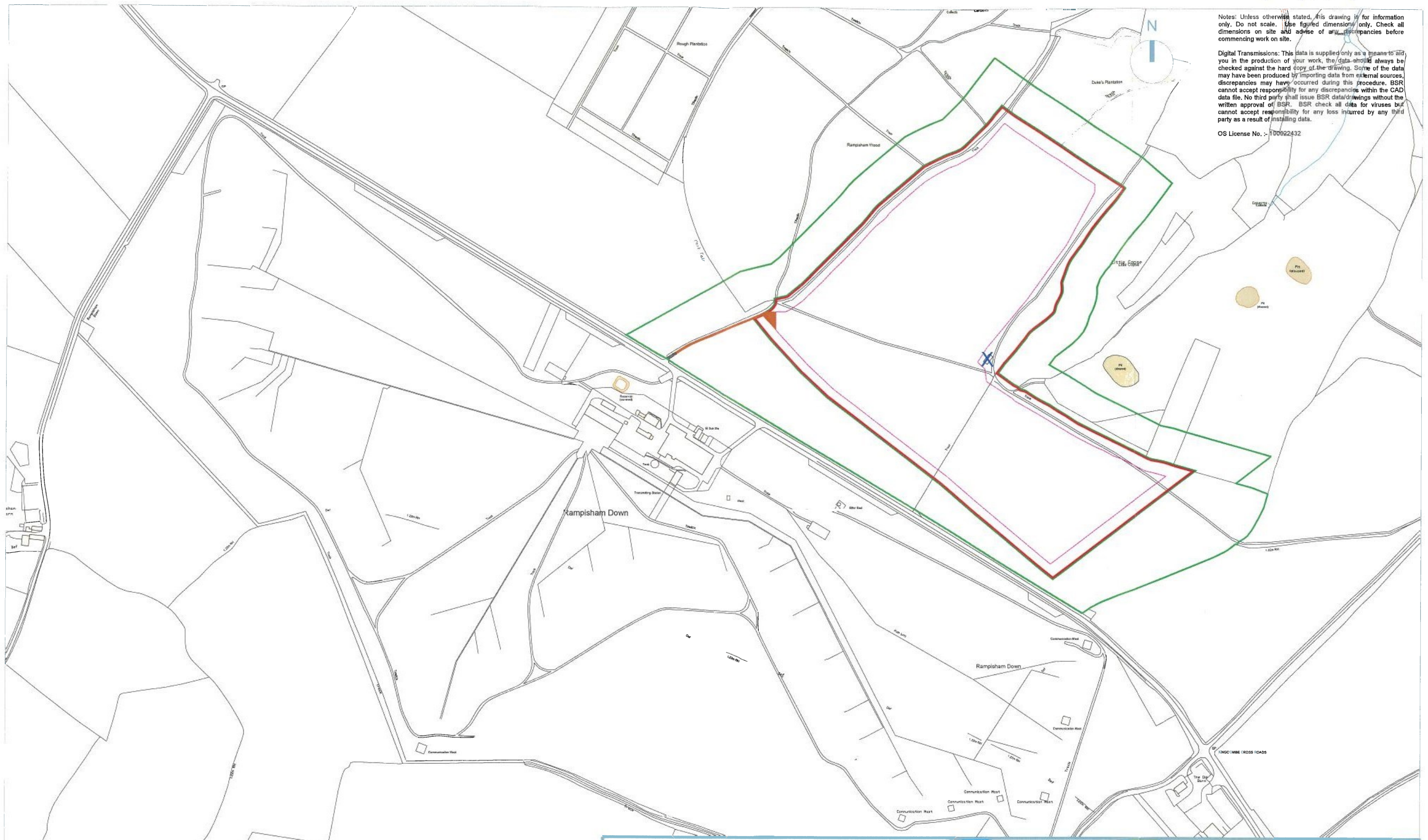
Location: RAMPISHAM DOWN
Drawing Number: 1142-0200-29

Drawn By: CC
Date: 10/02/17
Scale: 1:4000
Checked By: RH
Issue: 01

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Rev:	Date:	Revision:	Designer:
Iss 02	06/09/16	Retained land amended and area for expansion added	CC
Iss 03	30/09/16	Area for expansion amended	CC
Iss 04	10/10/16	Shared access & Grid Co added	CC
Iss 05	11/10/16	Access to Rampisham 3 added	CC
Iss 06	18/10/16	Rampisham 2 access amended	CC
Iss 07	12/01/17	Plan size amended to A1, R2 access removed	CC
Iss 08	12/01/17	Fence color changed	CC
Iss 09	12/01/17	Shared access removed from key & access color changed	CC

- Lease Boundary - 43.14acres
- Retained Land - 35.64acres
- Solar Park Fence
- Rampisham 3 Access
- Joint Access for R2 & R3
- X Barn to be removed

British Solar Renewables

Higher Hill Farm,
Butleigh, Glastonbury
Somerset, BA6 5TW

Project: Rampisham Woods Solar Park Ltd

Location: RAMPISHAM DOWN

Drawn By: Date: 25/08/16, Scale: 1:2500, Checked By: @A1 LH

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Title: Legal Boundary Plan

Drawing Number: 1142-0200-02

Issue: 08