

DATED

2026

**EEB32 LIMITED (1)
and
Little Horwood Parish Council (2)**

VOLUNTARY UNILATERAL UNDERTAKING

relating to land at

Norbury Solar Farm

TABLE OF CONTENTS

1	INTERPRETATION	1
2	COVENANTS WITH THE COUNCIL.....	3
3	RELEASE	4
4	DETERMINATION OF DEED	4
5	THIRD PARTY RIGHTS	4
6	GOVERNING LAW	4

THIS DEED is dated

2026

PARTIES

- 1 **EEB32 Limited** incorporated and registered in England and Wales with company registration number 11780129 (the "**Company**"); and
- 2 **Little Horwood Parish Council** whose address is _____ (the "**Council**").

BACKGROUND

- 1 The Company has made the Planning Application and is proposing to carry out the Development.
- 2 The Company intends to develop the Property pursuant to the Planning Permission and a Conditional Agreement for Lease dated 20th December 2019 made between (1) RICHARD EDWARD KEEVES and (2) Elgin Energy EsCo Limited as assigned to the Company by virtue of a Deed of Assignment dated 20th December 2019 and made between (1) Elgin Energy EsCo Limited and (2) the Company.
- 3 The Company gives this voluntary unilateral undertaking to perform the obligations set out in this deed.

AGREED TERMS

1 INTERPRETATION

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

1.1 Definitions:

1.1.1 "**Contribution**" means the sum of £2,500 per MWac of installed capacity on the Property as a result of the Development towards the cost of the Council's community projects in Little Horwood Parish Council.

1.1.2 "**Development**" means the development of the Property described in the Planning Applications.

1.1.3 "**G99 Date**" means the first date on which the G99 connection of the Development to the network consisting (wholly or mainly) of electric lines owned

or operated by the distribution network operating company or any successor who is licensed to operate the electricity distribution network to which the Development will be connected (the “**DNO**”) and used for the distribution of electricity pursuant to a grid connection agreement entered into between the Company and the DNO relating to the Development.

- 1.1.4 “**Local Planning Authority**” means Buckinghamshire Council.
- 1.1.5 “**Plan**” means the plan attached to this deed.
- 1.1.6 “**Property**” means the property at Part Manor Farm, Little Horwood shown edged red on the Plan.
- 1.1.7 “**Planning Application**” means an application for planning permission registered by the Local Planning Authority on 10th January 2020 under reference number 19/04485/APP and any variation, modification or extension of the same or a subsequent application for planning permission or an application for Section 73 Permission made by the Company (or its successors and assigns in accordance with clause 1.6) for Development of the Property and any variation, modification or extension of the same.
- 1.1.8 “**Planning Permission**” means the planning permission to be granted by the Local Planning Authority (or the Secretary of State pursuant to any appeal or call in) in respect of the Planning Application or related appeal including (for the avoidance of doubt) a Section 73 Permission or a Planning Application or related appeal which is remitted back to the Local Planning Authority or the Secretary of State (whatever the case maybe) following a planning permission being quashed (due to a successful legal challenge) and subsequently the planning permission is granted by the Local Planning Authority or the Secretary of State (whatever the case maybe) pursuant to the remitted Planning Application.
- 1.1.9 “**Section 73 Permission**” means a planning permission which may be granted by way of approval of an application under Section 73 of the Town and Country Planning Act 1990 permitting the Development subject to conditions which differ from the conditions of the Planning Permission
- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and assigns.
- 1.7 A reference to the Local Planning Authority shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 COVENANTS WITH THE COUNCIL

- 2.1 The Company covenants with the Council to:

- 2.1.1 notify the Council in writing of the date of commencement of Development within 20 days of such date occurring;
- 2.1.2 notify the Council in writing of the G99 Date and the relevant figure for the MWac of installed capacity on the Property as a result of the Development within 20 days of the G99 Date; and
- 2.1.3 pay the Contribution to the Council within 30 days of the G99 Date.

3 COVENANTS WITH THE COMPANY

Subject to receipt of the Contribution in accordance with clause 2.1, the Council covenants with the Company to use the Contribution for the benefit of Little Horwood Parish Council, its parishioners and the community generally.

4 DETERMINATION OF DEED

- 4.1 This deed shall be determined and have no further effect if the Planning Permission:
 - 4.1.1 expires before the G99 Date;
 - 4.1.2 is varied or revoked other than at the request of the Company or anyone acting on its behalf; or
 - 4.1.3 is quashed following a successful legal challenge and the relevant Planning Application (to which the Planning Permission was originally granted) once remitted back to the Local Planning Authority is not granted and / or dismissed by the Local Planning Authority; or
 - 4.1.4 The Development does not proceed.

5 THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

6 GOVERNING LAW

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

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

EXECUTED AS A DEED by)
EEB32 Limited acting by a)
Director in the presence of:)

.....

Witness signature:

Witness name:

Witness address:

.....

.....

.....

.....

Witness occupation

.....

.....

EXECUTED AS A DEED by)
two authorised persons for)
and on behalf of **Little**)
Horwood Parish Council

Chairman's Signature

Chairman's Full Name

in the presence of:

.....

Witness signature:

.....

Witness name:

.....

Witness address:

.....

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Witness occupation

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.....

Vice Chairman's Signature

Vice Chairman's Full Name

In presence of

Witness signature:

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Witness name:

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Witness address:

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.....

Witness occupation

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