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DATE: 9th January **2018**

DEED OF VARIATION OF A SECTION 106 AGREEMENT DATED 31ST JULY 2017

Between

BARNSLEY METROPOLITAN BOROUGH COUNCIL

NORTHERN POWERGRID (YORKSHIRE) PLC

and

ADD RENEWABLES NO.3 LIMITED

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THIS DEED OF VARIATION dated 9th January 2018

BETWEEN:-

(1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire, S70 2TA (the "**Council**")

(2) **NORTHERN POWERGRID (YORKSHIRE) PLC** (company registration number 4112320) having its registered office at Lloyds Court 78 Grey Street Newcastle upon Tyne NE1 6AF (the "**Owner**") and

(3) **ADD RENEWABLES NO.3 LIMITED** (company registration number 10042216) having its registered office at 1 High Street, Exton, Oakham, Rutland LE15 8AS (the "**Developer**")

WITNESSES as follows:-

RECITALS

This deed is supplemental to a Section 106 agreement dated 31st July 2017 made between (1) the Council (2) the Owner and (3) the Developer (the "**Section 106 Agreement**").

1. INTERPRETATION

In this deed unless the context otherwise requires:-

1.1 references to any statute, statutory provision, directive of the Council of the European Union (whether issued jointly with any other person or under any other name) or other legislation include a reference to that statute, statutory provision, directive or legislation as amended, extended, re-enacted, consolidated or replaced from time to time (whether before or after the date of this deed) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, directive or legislation;

1.2 any covenant given or to be given by more than one person will be joint and several;

1.3 the Owner includes its successors in title;

1.4 the Developer includes its successors in title and in the case of an individual includes his personal representatives;

1.5 every obligation on any party not to do an act or thing includes an obligation not to allow it to be done;

1.6 words denoting persons include firms, companies and corporations and vice versa;

1.7 the singular includes the plural and vice versa and one gender includes any other gender;

1.8 references to clauses, paragraphs and schedules are to clauses and paragraphs of and schedules to this deed;

1.9 the headings to clauses, paragraphs and schedules do not affect the construction of this deed; and

1.10 the words "**include**", "**includes**" and "**including**" are deemed to be followed by the words "**without limitation**".

2. VARIATION

Without prejudice to any right or remedy of any party in respect of any antecedent breach of the Section 106 Agreement it is agreed that with effect from the date of this deed:

2.1 the provisions in the Section 106 Agreement set out in Schedule 1 to this deed will be deleted and of no further effect and will be replaced by the provisions set out in Schedule 2 to this deed; and

2.2 the Section 106 Agreement as modified by this deed will continue in full force.

3. JURISDICTION

This deed is subject to English law and all disputes will be heard within the exclusive jurisdiction of the English courts and the parties irrevocably and unconditionally submit to the jurisdiction of the English courts.

4. NOTICES

Any notice under or in relation to this deed will be deemed (whether or not that is actually the case) to be a notice required to be served for the purposes of section 196(5) of the Law of Property Act 1925 and the provisions of section 196 of that Act will extend to any such notice accordingly.

5. THIRD PARTY RIGHTS

Nothing in this deed is intended to confer on any person any right to enforce any term of this deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS of which the parties have executed this agreement as a deed and have delivered it upon dating it

SCHEDULE 1

Original Provisions

1. The definition of "the Application".

SCHEDULE 2

Substituted Provisions

1. A new definition of "the Application" as follows: "means the application submitted to the Council for the erection of a battery storage facility on the Land and known to the Council by reference numbers 2017/0117 and/or 2017/1306."

THE COMMON SEAL of **BARNSLEY**)
METROPOLITAN BOROUGH)
COUNCIL was hereunto affixed to this)
Deed in the presence of:-)

Executive Director Core Service/

Legal Services Director/

Authorised Signatory

No. 738
IN REGISTER

Executed as a deed by)
NORTHERN POWERGRID)
(YORKSHIRE) PLC
on being signed by:)
T. FRANCE) Director
in the presence of:)

Signature of witness:
Name: Andrew Laws
Address: Lloyds Court, 78 Grey Street
Newcastle upon Tyne, NE1 6AF
Occupation: Secretariat Compliance Officer

Executed as a deed by)
ADD RENEWABLES NO.3 LIMITED)
on being signed by:)
ALEX DUCE) Director
in the presence of:)

Signature of witness:
Name:
Address:
Occupation: