

Dated

25 March 2025

~~2024~~

(1) LINCOLNSHIRE COUNTY COUNCIL

and

(2) MANBY BGE LIMITED

and

(3) MANBY INVESTMENTS LIMITED

and

(4) LLOYDS BANK PLC

Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to a planning application (reference N/113/01243/23) to construct a gas to grid anaerobic digester and fertiliser production facility comprising of nine digester/fertilisation tanks, feedstock reception/straw processing and storage building, digestate separation and fertiliser building, biogas upgrade plant; emergency gas flare, odour control zone condensing unit, gas entry compound/unit other ancillary plant and equipment and underground pipeline connecting to National Grid at land at Manby Airfield, off Manby Middlegate, Manby

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL DOCUMENT

Name... KIM ROBERTSON

Signature ..

Dated... 25/3/25

PRINCIPAL SOLICITOR
LEGAL SERVICES LINCOLNSHIRE

1

Legal Services Lincolnshire

County Offices

Newland

Lincoln

LN1 1YS

Legal Ref: PLA011/42

Planning Ref: N/113/01243/23

THIS DEED is made the
BETWEEN

25 day of March 2025

~~2024~~

1. **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln LN1 1YS ("**the County Council**");
2. **MANBY BGE LIMITED** (Company Registration Number 14039079) of 4/4A Bloomsbury Square, London, UK, WC1A 2RP ("**the Developer**");
3. **MANBY INVESTMENTS LIMITED** (Company Registration Number 15424849) of Warwick Road, Fairfield Industrial Estate, Louth LN11 0YB ("**the Owner**"); and
4. **LLOYDS BANK PLC** (Company Registration Number 2065) of 20 Gresham Street, London EC2V 7HN c/o Dept. No. 9522 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ ("**the Mortgagee**")

WHEREAS :

- 1) The Developer has the benefit of an Option to lease from the Owner the freehold of the Site.
- 2) The Owner is the freehold owner of the Site under Title Number LL339112.
- 3) The Developer intends to lease from the Owner the Site.
- 4) The Mortgagee has a charge over the Site dated 21 December 2012.
- 5) The County Council is the Waste Planning Authority and the Highway Authority within the meaning of the 1990 Act and the Highways Act 1980 (as amended) and is the authority by whom this Deed is enforceable.
- 6) The Developer intends to carry out the Development.
- 7) The Developer has submitted the Planning Application to the County Council seeking the Planning Permission for the Development.

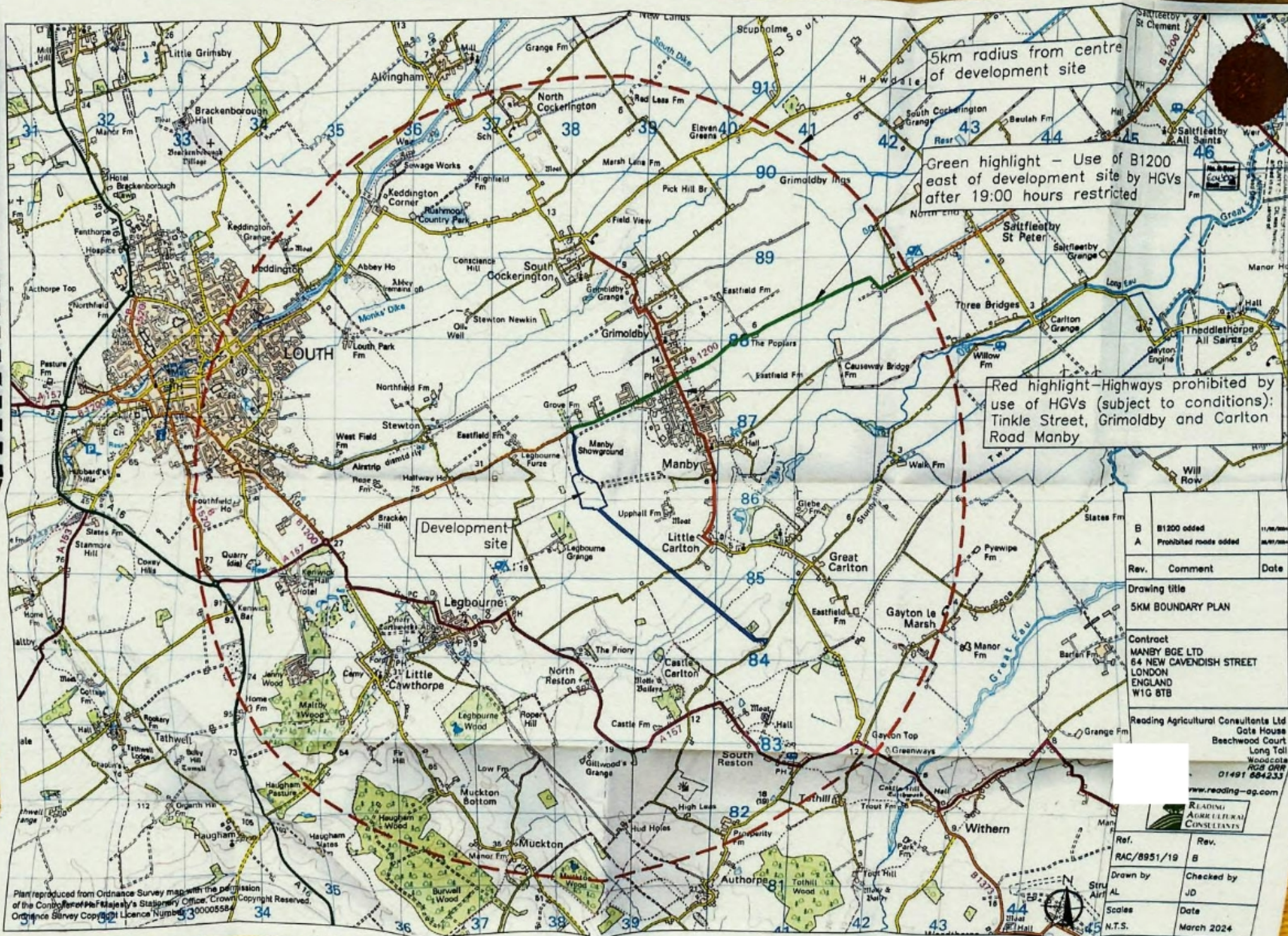
- 8) The County Council resolved at Committee on 4 December 2023 to grant planning permission for the Development subject to the Owner and the Developer entering into this Deed for the purpose of restricting the Development by requiring the Owner and the Developer to:
- a. regulate the routes used by Heavy Commercial Vehicles travelling to and from the Site; and
 - b. to implement and operate a Community Liaison Committee.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following expressions shall have the following meanings:

"the 1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Commencement"	means the earliest date on which the Development begins as defined by Section 56(4) of the 1990 Act and "Commence" shall be construed accordingly
"Community Liaison Committee"	means the committee to be set up pursuant to Part 2 of the Schedule
"the Development"	means the construction of a gas to grid anaerobic digester and fertiliser production facility pursuant to the Planning Permission
"Heavy Commercial Vehicle(s)"	means any vehicle as defined by Section 20 of the Road Traffic Act 1988 (or any statutory modification or re-enactment thereof for the time being in force) used in transportation to or from the Site in connection with the carrying out of the Development
"Plan"	means the plan attached hereto and labelled "Plan"
"Planning Application"	means the planning application submitted to the County Council seeking planning permission for



5km radius from centre of development site

Green highlight - Use of B1200 east of development site by HGVs after 19:00 hours restricted

Red highlight - Highways prohibited by use of HGVs (subject to conditions): Tinkle Street, Grimoldby and Carlton Road Manby

Development site

Rev.	Comment	Date
B	B1200 added	11/05/2024
A	Prohibited roads added	24/01/2024

Drawing title
5KM BOUNDARY PLAN

Contract
MANBY BGE LTD
64 NEW CAVENDISH STREET
LONDON
ENGLAND
W1G 8TB

Reading Agricultural Consultants Ltd
Gate House
Beechwood Court
Long Toll
Woodcote
RGS ORR
01491 684233
www.reading-ag.com

Ref.	Rev.
RAC/8951/19	B
Drawn by	Checked by
AL	JD
Scales	Date
N.T.S.	March 2024

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	the construction of a a gas to grid anaerobic digester and fertiliser production facility given reference N/113/1243/23 on the statutory planning register and to also include any subsequent permissions granted under section 73 of the 1990 Act
"Planning Permission"	means the planning permission issued pursuant to the Planning Application for the Development which shall be interpreted to also include any subsequent variation of the planning permission granted by the County Council under section 73 of the 1990 Act
"Site"	means the Site situated at Manby Airfield, off Manby Middlegate, Manby as shown edged blue on Plan
"Unauthorised Route"	means the route as shown on the Plan not to be used by Heavy Commercial Vehicles accessing and exiting the Site in particular by using routes through the villages of Manby and Grimoldby including the use of Tinkle Street and Carlton Road, Manby subject to the exceptions set out in Schedule 1
"Working Day(s)"	means any day other than a Saturday Sunday or public or bank holiday in England

- 1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

- 1.5 Where in this Deed reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Deed
- 1.6 Covenants made hereunder on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as the Waste Planning Authority
- 1.7 The expressions "the Owner" and "the Developer" shall include their respective successors and assigns and any such persons deriving title from the same.
- 1.8 References in this Deed to the "Site" shall be taken to include the whole and/or any part or parts of the same.

2. ENABLING POWERS

This Deed and the covenants hereinafter contained are made with the County Council and are enforceable by the County Council pursuant to section 106 of the 1990 Act (and to the extent to which the said covenants are capable of being entered into thereunder they shall constitute planning obligations for the purposes thereof) sections 111 and 139 of the Local Government Act 1972 and section 1 of the Localism Act 2011 or any statutory modification or re-enactment thereof and any other powers thereby enabling.

3. CONDITIONALITY

- 3.1 This Deed is conditional upon:
 - 3.1.1 the grant of the Planning Permission; and
 - 3.1.2 the Commencement of Development in respect of the Planning Permission SAVE FOR the provisions of clauses 2, 3, 4, 6.1.2, 8, 9, 10, 11 and 12 which shall come into effect immediately upon completion of this Deed

4. AGREEMENTS AND DECLARATIONS

- 4.1 The parties agree and declare that:
 - 4.1.1 the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999
 - 4.1.2 this Deed shall be registered as a land charge by the County Council as the Waste Planning Authority

- 4.1.3 no person or party shall be liable for a breach of the restrictions and obligations contained in this Deed after that person or party has parted with all of his interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting
- 4.1.4 the liability of the Owner and Developer under this Deed shall be several and not joint so that the Owner or Developer shall not be liable for any breach of the provisions of this Deed in relation to a part or parts of the Site in which the said Owner or Developer does not have a legal interest and further each of the Owner and Developer shall be liable for any breach of this Deed only in relation to the part or parts of the Site in which they have a legal interest
- 4.1.5 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal)) after the date of this Deed SAVE THAT if the County Council agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to also bind the varied permission and to apply in equal terms to the new planning permission and references in this Deed to the Planning Application the Planning Permission and the Development shall be construed accordingly
- 4.1.6 nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the County Council in the exercise of its functions as Waste Planning Authority and its rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the County Council were not a party to this Deed and this Deed shall in no way be construed as obliging the County Council to grant the Planning Permission

- 4.1.7 if any provision of this Deed shall be held to be invalid or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
- 4.1.8 if any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
- 4.1.9 where the agreement approval consent or expression of satisfaction is required by the Owner or the Developer from the County Council under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 4.1.10 any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party or its successors in title notified in writing to the County Council

5. OWNER'S COVENANTS

Subject to clauses 4.1.4 and 4.1.5 the Owner covenants with the County Council so as to bind the Site into whosoever hands the same may fall to comply with their obligations as set out in Schedule 1

6. DEVELOPER'S COVENANTS

6.1 The Developer covenants with the County Council:

- 6.1.1 that the Developer shall for as long as it maintains its legal interest as specified in this Deed or any other legal interest in the Site when carrying out the Development comply with the obligations as set out in Schedule 1 EXCEPT THAT the Developer shall (for the avoidance of doubt) be subject to the terms of this Deed if at any time it becomes a successor in title of any other party to this Deed or to any successor in title to that party or any person deriving title from the same but for the

further avoidance of doubt this provision and nothing else in this agreement unless expressly stated shall limit fetter or otherwise prejudice the County Council in taking any enforcement action that it may have in relation to this Deed against any party or any successor or any person deriving title to such a party with a legal interest in the Site;

- 6.1.2 to pay to the County Council on the completion of this Deed the reasonable legal costs of the County Council in preparing, negotiating and completing this Deed

7. **MORTGAGEE**

Any mortgagee shall have no liability under this Deed unless it takes possession of the Site in which case it too covenants to be bound by the obligations on the part of the Site in which it has an interest as if it were a person deriving title from the Owner or the Developer as appropriate and as the case may be.

8. **JURISDICTION**

This Deed shall be governed by and interpreted in accordance with the law of England

9. **WAIVER**

No waiver (whether expressed or implied) by the County Council or the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10. **DISPUTE RESOLUTION**

- 10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

10.1.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement

10.1.2 If agreement cannot be reached the matter in dispute shall be referred

to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other relevant party to this Deed subject to the details of the appointment of such expert being agreed between the relevant parties in dispute in advance.

10.1.3 Reference to the expert shall be on terms that determination shall take place within 20 (twenty) Working Days of the expert accepting his instructions

10.1.4 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares

10.1.5 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision

10.1.6 The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute

11. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12. EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed

EXECUTED AS A DEED by the parties on the date which first appears in this Deed

SCHEDULE 1
OBLIGATIONS

Part 1 - Highway Routing

The Owner and/or the Developer covenants with the County Council as follows:

1. With effect from the date of the Commencement of Development not to permit or allow Heavy Commercial Vehicles to enter or leave the Site in connection with the Development other than by routes to the west of the Site and in particular not via the Unauthorised Route
2. The Owner and/or the Developer shall provide written details of the Unauthorised Route to all Heavy Commercial Vehicle drivers employed by the Owner and/or the Developer at the Site and shall where possible include a condition in all contracts or terms of business documentation with all Heavy Commercial Vehicle drivers and contractors attending the Site that they shall not use the Unauthorised Route when accessing and exiting the Site.
3. In the event of a driver of a Heavy Commercial Vehicle using the Unauthorised Route when accessing or exiting the Site the Owner and/or the Developer shall:
 - a. in respect of any employee or contractor take all appropriate disciplinary action; and
 - b. for any other person give a written warning and in the case of two or more repeated contraventions by such person shall prohibit such person from thereafter entering onto the Site
4. Paragraphs 1 to 3 above shall not apply in the following circumstances:
 - a. where an emergency necessitates that all vehicles use the Unauthorised Route;
 - b. where road works require the use of the Unauthorised Route;
 - c. where feedstocks are to be collected from, or fertiliser produced by the Development delivered to, locations that are within a 5km radius of the Development as shown on the Plan. In such circumstances, Heavy Commercial Vehicles shall in any case be prohibited from using Tinkle Street, Grimoldby and Carlton Road, Manby highlighted in red on the Plan between 0800 and 1000 hours and between 1400 and 1600 hours Monday to Fridays (inclusive) no later than 1900 hours at any other time and Heavy Commercial Vehicles shall use the B1200 to the east of the site highlighted in green on the Plan no later than 1900 hours.
 - d. in such other circumstance as may be prior agreed in writing with the County Council

5. The Owner and/or the Developer shall keep records of the times and vehicle registration numbers of Heavy Commercial Vehicles travelling to and from the Site and such records shall be kept at the Site for a period of 3 (three) years and made available to the County Council on demand at all reasonable times

PART 2: Community Liaison Committee

The Owner and/or the Developer covenants with the County Council as follows:

1. To set up a Community Liaison Committee in accordance with the terms set out in paragraph 2 below prior to Commencement of the Development.
2. Prior to the Commencement of the Development a scheme shall be submitted to and approved in writing by the County Council detailing the establishment and terms of a Community Liaison Committee. The scheme shall include provision for:
 - (a)
 - The appointment of a chairperson;
 - The appointment of a liaison representative from the facility operator and contact number;
 - The appointment of one elected member and one officer on behalf of the County Council;
 - The appointment of one elected member and one officer on behalf of East Lindsey District Council ;
 - The appointment of one elected member on behalf of the local and adjoining Parish Council(s);
 - The appointment of one representative on behalf of the Environment Agency;
 - A community complaints procedure;
 - The production, approval and publication of minutes of Community Liaison Committee meetings;
 - Details of how the Community Liaison Committee will operate, including its terms of reference; and,
 - An implementation programme.
 - (b) To make available suitable accommodation for the Community Liaison Committee within 5 kilometres of the Site as shown on the Plan to meet up and to convene such meetings of the Community Liaison Committee whilst the Development remains operational including the ability to hold (wholly or partially) virtual meetings.
 - (c) To hold the first meeting of the Community Liaison Committee within one month of the Commencement of the Development with subsequent meetings being held at a

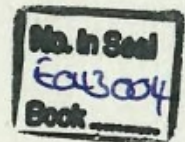
reasonable frequency to be agreed by the Community Liaison Committee but at least one meeting shall be held each calendar year.

- (d) To provide the Community Liaison Committee with progress reports relating to any relevant activities and relevant operations on the Site, comments received by the Owner and/or the Developer from the local community or from members of the Community Liaison Committee, and any remedial action taken or proposed to be taken in respect thereof. The Community Liaison Committee shall consider any comments received and if necessary and where reasonably practicable, recommend in writing appropriate action.
3. Thereafter, the scheme shall be implemented and adhered to in accordance with the approved details throughout the lifetime of the Development.

The Common Seal of **LINCOLNSHIRE**)
COUNTY COUNCIL was hereunto affixed)
in the presence of:)



Authorised Officer



EXECUTED as a DEED by)
MANBY BGE LIMITED)
acting by [**JAMES O'NEILL**], a Director)
In the presence of:



Signature of Witness



Name (in BLOCK CAPITALS) **LOUISE BYRNE**

Address **26 LOWER Baggot STREET**
DUBLIN 2

Occupation **PERSONAL ASSISTANT**

Executed as a deed by
MANBY INVESTMENTS LIMITED
Acting by a Director
In the presence of:

Signature

Signature of Witness

Name (in BLOCK CAPITALS) Dale Crombleholme.....

Address Partner

Bridge McFarland LLP.....

9 Cornmarket

Louth, LN11 9PY.....

Occupation

The COMMON SEAL of LLOYDS BANK PLC

was hereto affixed in the presence of:

DARREN BLACKED

125 COLMORE ROW

BIRMINGHAM

B3 3SD