DATED 23rd May 2011

NORFOLK COUNTY COUNCIL

- and -

GRASVENOR ~~FUTURE BIOGAS~~ LIMITED

- and -

H.G.BLAKE (HOLDINGS) LIMITED

A G R E E M E N T

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Reepham Road Felthorpe Norfolk

Head of Law
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

NS/34265

THIS AGREEMENT is made by Deed the 23rd day of May 2011

BETWEEN NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich (the "County Council") (1) and GRASVENOR LIMITED (Company Number 07391839) whose registered office is situated at 10 Lower Grosvenor Place London SW1W 0EN (the "Developer") (2) and H.G. Blake (Holdings) Limited whose registered office is at Bull Farm Abattoir Reepham Road Felthorpe Norwich NR10 4DU ("the Owner")

AND RECITES:-

(1) The Owner is the freehold owner of the land shown edged red (the "Land") on the attached plan (the "Plan)

(2) the Developer is to take a leasehold interest in the Land and is to make application to the Land Registry to register the lease under which the Land is held. ~~(2)~~

(3) The County Council is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated

(4) The Developer has made application to the Broadland District Council (reference 20101565) (the "Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Land by a renewable energy facility (the "Development")

(5) Subject to completion of this Agreement the Broadland District Council have resolved to grant planning permission for the development pursuant to the Application (the "Planning Permission")

(6) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and are enforceable by the County Council

N O W THIS DEED WITNESSETH as follows:-

1.1 This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers

1.2 In this Agreement the term "Excepted Vehicle" shall mean any necessary vehicle for the planting harvesting and transportation of crops to and from (or conducting agricultural operations on) fields adjoining and accessed via Bilney Lane being a vehicle authorised to use the Restricted Route for those purposes

2. The Owner and the Developer hereby jointly and severally covenant with the County Council that with effect from the date of the Planning Permission the Land shall not be used for the purposes authorised by the Planning Permission unless:-

2.1 All vehicles connected with the Development operated by the Owner the Developer or their employees or otherwise under their direct control do not use approach or leave the Land via the route shown in yellow on the Plan (the "Non-Permitted Route") or the route shown in blue on the Plan (the "Restricted Route") unless it is an Excepted Vehicle

2.2 in relation to vehicles connected with the Development but not under the direct control of the Owner or the Developer all reasonable endeavours shall be used to ensure that such vehicles do not use the Non-Permitted Route or the Restricted Route

2.3 there are affixed and displayed and maintained on the Land such signs approved by the County Council in writing as to locations numbers size and legend and as shall be required from time to time by the County Council (including any modifications, additions or subtractions to those first or subsequently approved by the County Council)

3. It is hereby agreed and declared for the purposes of clause 2.2 that the requirement to use reasonable endeavours:

3.1 requires the Owner and the Developer to incorporate in all contracts with persons likely to visit the Land for the purposes of the Development a term having the same effect as clause 2.1

3.2 requires the Owner and the Developer to communicate in writing with persons whose vehicles from time to time regularly visit the Land for the purposes of the Development informing them of the Non Permitted Route and the Restricted Route and requesting that their vehicles do not use the Non-Permitted Route or the Restricted Route when visiting the Land and adopting a method and frequency as shall be reasonably likely to secure their co-operation such method and frequency to be determined by the Owner and / or the Developer as the case may be and disclosed to the County Council as requested or at the County Councils discretion shall be as reasonably determined by the County Council

3.3 requires the Owner and / or the Developer as the case may be on receiving information that any driver of a vehicle connected with the Development shall have used the Non-Permitted Route or the Restricted Route to take all necessary and lawful action possible against the Driver to ensure future compliance

3.4 will be breached if an employee of the Owner or the Developer uses the Non-Permitted Route or the Restricted Route for the purposes of the Development

4.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

4.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution

4.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties

4.4 Nothing in clauses 4.1 and 4.2 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings

5.1 Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land

5.2 The County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the land but without prejudice to any liability arising prior thereto

6. No waiver (whether express or implied) by the County Council of any breach of default by the Owner~~s~~ the Developer~~s~~ or their respective successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owner~~s~~ the Developer~~s~~ or their respective successors in title

7. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine

8. The Owner hereby covenants that it is the freehold owner of the Land and has full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any interest in the Land other than the Developer and those notified in writing to the County Council's Head of Law prior to the date hereof

9. The Developer hereby covenants that ~~it is~~ it has agreed subject to contract to become the leasehold owner of the Land and has full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any interest in the Land other than the Owner and those notified in writing to the County Council's Head of Law prior to the date hereof

10. The Developer hereby covenants with the Owner that it will observe and perform the obligations contained within this Agreement for so long as it has

an interest in the Land and is operating the Development and it will indemnify the Owner against all costs claims and demands as a result of non-compliance with this Agreement from the date hereof

11. The expressions "the County Council" and "the Owner" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

12. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement

13. The Developer shall pay the County Councils reasonable legal costs on this Agreement

15. This Agreement shall be registered as a local land charge

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed the day and year first before written

THE COMMON SEAL of THE NORFOLK COUNTY COUNCIL was hereunto affixed in the presence of:-

HEAD OF LAW

30563

EXECUTED as a DEED by GRASVENOR LIMITED acting by a Director in the Presence of

Director Philipp Lukas

Witness's Signature

Name CAROLE FORTH

Address 2 WEYVIEW CLOSE, GUILDFORD GU1 1HN

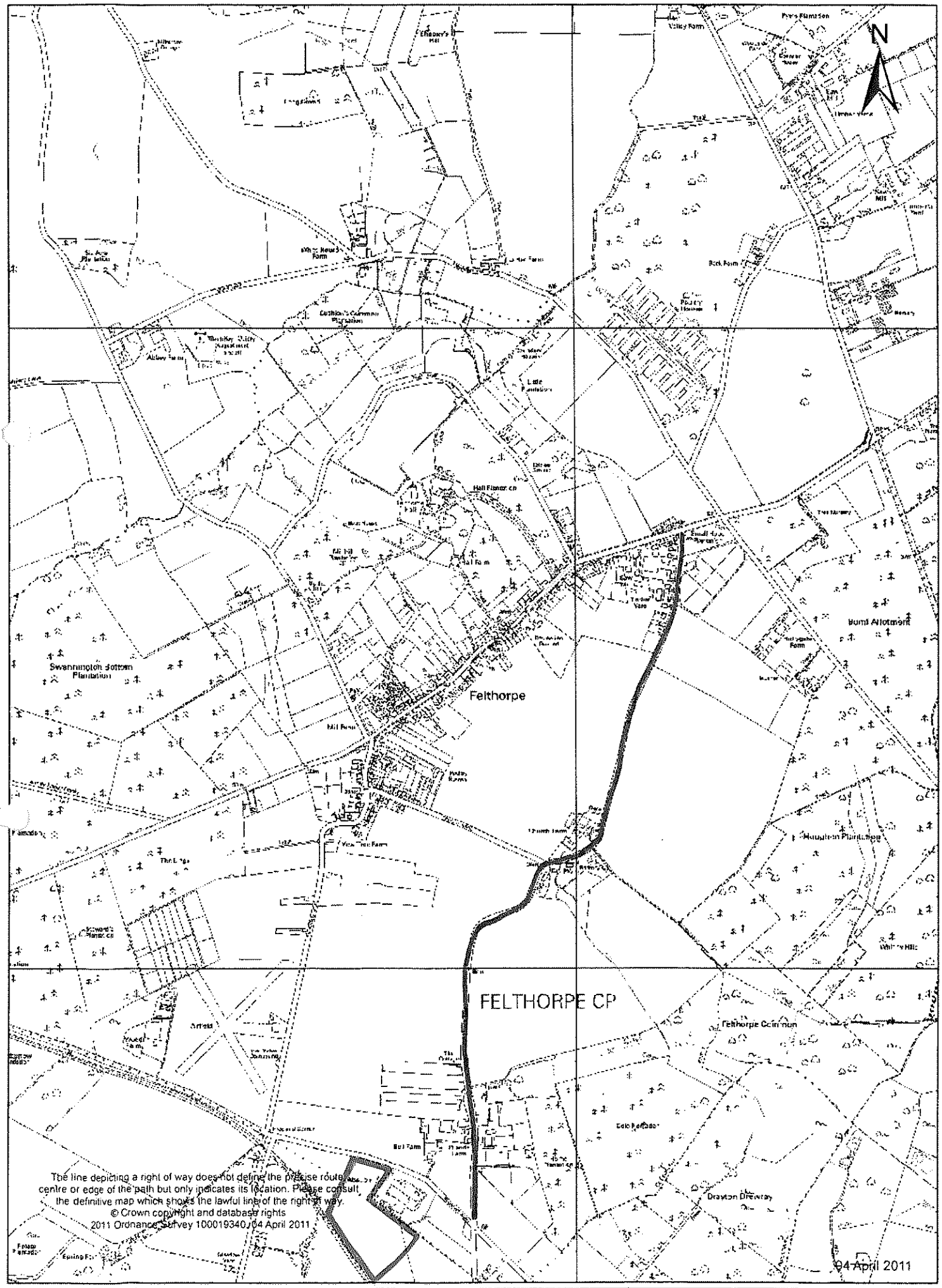
EXECUTED as a DEED by H.G.BLAKE (HOLDINGS) LIMITED acting by a Director in the presence of:

Director JULIAN RAMON BLAKE

Witness's Signature

Name A.M. CLARKE

Address MODEL FARM, BRICK KILN ROAD, HEVINGHAM, NORWICH, NR10 5NL



Norfolk County Council