

To the Trustees of the Lower Stanley Solar Farm Trust

27 July 2015

## Subject: Unilateral flood alleviation works undertaking relating to our planning application for the Lower Stanley Solar Farm

Dear Ken, Judith, Alison and Graham

We are writing to you, as neighbours of the proposed site and Trustees of the Green Fields Trust, following our recent discussions regarding flood alleviation works. In this context, by way of this unilateral undertaking we would like to confirm the details of our commitment to help reduce flood risk in the local area (references to we, us, our and similar terms herein being references to the project company, Gretton Solar Farm Limited, and our successors and permitted assigns, and references to the Trust, you, your and similar terms herein being references to Green Field Trust as currently being constituted and any successor body which may supersede or replace it).

Within 90 days of being accredited as a renewable energy generator by Ofgem, subject as follows, we undertake to pay a total of £3,000 to Green Fields Trust to be ring fenced for local flood alleviation works in the area south of Marlborough House, Gretton Fields, GL54 5HJ. We understand that the area was badly flooded in 2007 and while surveys were carried out, no work has been done due to lack of funding. The contribution is purely financial. You (and not Gretton Solar Farm Limited) will have to obtain any required consents, land rights and organise construction works yourself. The money must be used for the above use only. If it has not been spent within six years, it can be spent on other good local causes as decided by Green Field Trust. We would ask that when the money is used, Lower Stanley solar farm is (discreetly) acknowledged. This undertaking is not dependent on the Trust supporting the solar farm application.

We hope this letter, which is legally binding on us and as such enforceable by you, gives you the confidence that the money will be forthcoming in its entirety if the project goes ahead. As this letter is legally binding on our behalf, we hope you understand that we need to add the following legal "fine print": This undertaking 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. No one other than a party to this undertaking shall have any right to enforce any of its terms. This undertaking constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. The obligations and undertakings in this undertaking shall be determined and have no further effect if planning permission is not granted in respect of the planning application.

Yours sincerely,

Niels Kroninger Director, for and on behalf of Gretton Solar Farm Limited