

To Kenneth Roles, Judith Roles, Alison Ensor, Graham Lawrence  
acting in their capacity as the trustees of Greenfields Trust  
Gretton Fields  
Tewkesbury  
[greenfieldstrust2015@gmail.com](mailto:greenfieldstrust2015@gmail.com)

16 June 2015

Dear Ken, Judith, Alison and Graham

**Subject: Unilateral community benefits undertaking relating to our planning application for the Lower Stanley Solar Farm**

We are writing to you in your capacity as the Trustees of the Greenfields Trust. Following on from our recent discussions, our planning application for a solar farm at Lower Stanley Farm (the 'planning application') has been submitted to Tewkesbury LPA. In this context, by way of this unilateral undertaking we would like to summarise the proposed community benefits (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 Greenfields Trust as currently being constituted and any successor trustees or body which may supersede or replace it).

From the day of commissioning until the decommissioning of the proposed solar farm, subject as follows, we undertake to pay a community benefit contribution of £812 p.a. per megawatt capacity installed (total installed capacity as defined by Ofgem, our regulator, and rounded to the nearest two decimal places) to Greenfields Trust. Our submitted plan (which may change) is for the total capacity of 5 MW, which would result in an annual payment of £4,060. In part years where the solar farm is commissioned or decommissioned, this payment will be made pro rata. On each anniversary of commissioning, the amount will be adjusted in respect of any change in the Retail Price Index (RPI).

For your information, this community benefit contribution is something we want to do rather than have to do. Government guidance exists for community benefits for onshore wind and nuclear projects. The £812 p.a. per MW we propose is on a similar level as the government proposal for nuclear power projects, even though the Lower Stanley solar farm would not be nearly as intrusive, visible and impacting as a nuclear power plant in Gretton or Alderton.

If, and only if, between the day of this undertaking and the day of commissioning the government support for solar farms is increased or decreased, the community benefit contribution amount will be adjusted accordingly. For example, if because of a delay in the planning process the solar farm is commissioned after the 31<sup>st</sup> of March 2016 and thus eligible only for 1.2 Renewable Obligation Certificates (ROCs) per megawatt hour (MWh) produced as opposed to the current level of 1.3, the above annual contribution would be reduced from £812/MW to £750/MW, or a total of £3,750 p.a. assuming the same 5 MW project.

Similarly, if the project is accredited under the new Contracts for Difference (CfD) scheme, which will replace ROCs, the contribution will be adjusted in line with the project's awarded CfD price relative to

the 2014/15 administrative strike price of £120/MWh. Again, for illustration, this would mean that if the project is awarded a CfD at £95/MWh, the annual contribution will be £643/MW, or a total of £3,214 p.a. for 5 MW.

Any changes in the support for solar farms after the date of commissioning will not have any impact. As the payments are made for capacity rather than annual generation, there will be no fluctuations due to inclement weather or prolonged shut-downs of the proposed solar farm, giving the Trust more certainty about future income.

The Trust would be free to use the community benefit contributions, which would be paid in arrears on a quarterly basis, as it sees fit, as long as the use of funds is to the benefit of local residents and not harmful to the proposed solar farm (e.g., you could not use the funds to plant trees overshadowing the panels). For any use the Trust decides on, the Lower Stanley solar farm should be (discreetly) acknowledged. In addition, we would ask you to provide an annual summary of projects thus financed, which Green Hedge Renewables plc would be able to use in future information materials and on our website.

This undertaking is not dependent on the formal position the Trust take. This community benefit contribution is independent from the business rates that become separately payable by us to Tewkesbury Borough Council. The payment of the community benefit contribution is also conditional on the Trust being properly constituted predominantly for the benefit of the communities of Alderton, Gretton and Prescott.

As we hope to be a good neighbour in Alderton, Gretton and Prescott for 25 years, we believe that the proposed project should substantially benefit the local community. We hope this letter, which is legally binding on us and as such enforceable by you, gives you the confidence that the proposed community benefits will be forthcoming in their entirety if the project goes ahead. As this letter is legally binding on our behalf for a substantial sum and for a long time period, 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, or if such permission is varied or revoked other than at our request, expires before commissioning, or is quashed following a successful legal challenge save where commissioning of the proposed solar farm or another solar farm owned by us subsequently occurs at Lower Stanley Farm (or any other site within the boundaries of the parishes of Gretton and Alderton) as a result of any subsequent or varied planning application in which case the provisions of this deed of undertaking shall apply and the community benefit contribution shall be calculated pro rata to the contribution amount referred to above.

Yours sincerely,



Director, for and on behalf of Gretton Solar Farm Limited