

MINUTE OF AGREEMENT

Between

DUNCAN CAMPBELL CLOSE residing at Glenwharzen, 15 Broomfield, Sanquhar, **NORMAN BURNS** residing at 40 Renwick Place, Sanquhar and **JOHN MURRAY** residing at 35 Deerpark Avenue Sanquhar, the Chairman, Vice Chairman and Secretary respectively of **SANQUHAR AND DISTRICT COMMUNITY COUNCIL** and

JULIE HESLOP residing at Carcoside, Sanquhar, **MATHEW BROWN LAMMIE** residing at 1 Knowe Cottage, Kirkconnel and **ALAN HIDDLESTON** residing at 37 Main Street, Kirkconnel the Chairman, Vice Chairman and Secretary respectively of **KIRKCONNEL AND KELLOHOLM COMMUNITY COUNCIL** the Trustees acting under the Deed of Trust dated 6 July 2007 and Registered in the Books of Council and Session 2 February 2018 and Supplemental Deed of Trust dated 19, 20 and 25 April 2018 and registered in the Books of Council and Session 2 May 2018 [“UNCT”]

And

SANDY KNOWE WIND FARM LIMITED being a company incorporated in England and Wales with the registered number 06850950 and its registered office at Seebeck House 1 Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR [“the Company/Operator”]

CONSIDERING that the Operator is to own and operate a WIND FARM at RIGG FARM, NEAR KIRKCONNEL, DUMFRIES AND GALLOWAY which lies within the geographical boundaries of the SANQUHAR AND KIRKCONNEL COMMUNITY COUNCIL’S administrative area,

And considering that the Operator has agreed to contribute to the existing UNCT fund during the life of the SANDY KNOWE WIND FARM, the fund to be applied for the benefit of all of the residents of the Sanquhar and Kirkconnel Community Council's administrative area, all as set out in this agreement,

Now it is agreed as follows:

1. The Operator shall provide a community fund for the benefit of UNCT, such fund to amount to, the sum of **£5,000** per annum for each megawatt of electricity for which the Operator installs following planning approval of a Wind Farm at SANDY KNOWE WIND FARM. Such sum to be increased, on a 5 yearly basis from the date on which the Operator informs the Council the Wind Farm became fully operational and all turbines were capable of exporting electricity to the grid (“Operational Date”) (but not decreased) which increase is to be determined by multiplying £5,000 by the [All Items] index value of the CPI for the month two months before the month in which that Review Date falls, then dividing the product by the [All Items] index value of the CPI for the month in which the Operational Date occurred
2. All donations made in terms of this agreement are to be made to UNCT six monthly in arrears commencing on the Operational Date. Subsequent payments, including any additional payments due to changes of ‘installed capacity’ of the Windfarm, shall, subject to any events of force majeure, be made six monthly thereafter on the following dates – 30th September and 31st March or other date or anniversary agreed by the parties in writing, during the whole period that electricity is being generated and until electricity ceases to be generated by the Sandy Knowe Wind Farm. It is acknowledged that the first payment shall be the payment due from the date of full commercial electricity generation to the first six month payment date.

3. Force majeure means any event or circumstance which is beyond the reasonable control of the affected party and which could not have been prevented by the exercise of reasonable care, skill and diligence and which, or the consequences of which, render the affected party unable to perform its obligations under this agreement and provided further that the affected party has used and shall continue to use all reasonable efforts to prevent, avoid, overcome, absorb and otherwise minimise the effects of force majeure.
4. UNCT agrees that the funds shall be used to promote, advance and further the following:
 - the advancement of education
 - the advancement of citizenship or community development
 - the advancement of the arts, heritage, culture or science
 - the advancement of public participation in sport
 - the provision of recreational facilities, or the organisation of recreational activities, including fete, gala or annual organised festivals, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended
 - the advancement of environmental protection or improvement.

Funds shall not be used for political or religious purposes, nor for hospitality.

5. Any dispute between the Operator and UNCT regarding whether or not expenditure or other benefits fall outwith the agreed purposes shall be settled by a single arbiter mutually appointed or, failing agreement, appointed by a Sheriff within the Sherriff Court District of Dumfriesshire. For the avoidance of doubt, where the arbiter rules that expenditure or other benefits are out with the agreed purposes, an equivalent sum shall be deducted by the Operator from a subsequent annual payment, or from subsequent annual payments, to the fund.
6. The Operator's payments of money to the fund shall be paid to the UNCT. The UNCT will be responsible for investing the fund, will maintain records of income and expenditure and will report such records to the Operator on a 3 month basis. These reports and records shall also be provided to the Local Planning Authority (D&G) on an annual basis as part of a Planning Undertaking for the Windfarm.
7. If the Sandy Knowe Wind Farm ceases to operate permanently, then this agreement shall be at an end.
8. In the event of the ownership or control of the Sandy Knowe Wind Farm passing from the Operator to any other party whilst there is still a subsisting obligation on the Operator which has not been implemented in full in terms of this Agreement, the Operator in any agreement transferring ownership or control of the Sandy Knowe Wind Farm shall ensure that its successor enters into a similar agreement to this present agreement, with UNCT or its successor.
9. This Agreement shall be governed by and construed in accordance with Scots Law and the parties submit to the exclusive jurisdiction of the Scottish Courts.
10. The Trust and the Company consent to this Agreement being made available in the public domain and consent to its inclusion with the Section 36 application for the larger capacity wind turbines.

11. The parties consent to the registration hereof for preservation and execution IN WITNESS WHEREOF
UNCT:

Signature of Duncan C. Close Signature of Witness Name of Witness

Address of Witness Date Place

Signature of Norman Burns Signature of Witness Name of Witness

Address of Witness Date Place

Signature of John Murray Signature of Witness Name of Witness

Address of Witness Date Place

Signature of Julie Heslop Signature of Witness Name of Witness

Address of Witness Date Place

Signature of Mathew B. Lammie Signature of Witness Name of Witness

Address of Witness Date Place

Signature of Alan Hiddlestone Signature of Witness Name of Witness

AGREEMENT – SANDY KNOWE WIND FARM – September 2018

Address of Witness

Date

Place

SANDY KNOWE WIND FARM LIMITED:

Full Name:

Address:

Signature:

Date:

WITNESS:

Full Name:

Address:

Signature;