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13 August 2026

Planning Inspectorate
Temple Quay House 2
The Square
Bristol
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Attn: [redacted]
By email: rosefieldsolar@planninginspectorate.gov.uk

URGENT

Dear Examining Authority

Provision of Option Agreements between the Applicant and Claydon Estate

1. We act for Preston Farms Limited ("PFL") and TCS Biosciences Limited ("TCS"). Given deadline 7 is less than 5 working days from now (20 August 2026) we consider the need to provide the option agreements is urgent and not providing them will seriously prejudice PFL and TCS (as more fully explained below under para.5) and, accordingly, we have marked this correspondence accordingly.

Background

2. The Applicant now relies on its 'option' with the Claydon Estate, and particular terms. We refer to the Statement of Common Ground between PFL/TCS and the Applicant ("SoCG") at 7.2 where the Applicant inserted the following text on 12 August 2026:

   E23 forms part of the Option Agreement between the Applicant and the Estate. The current Option Agreement allows the Applicant to draw down a lease over this land as part of the wider Option area. The Estate therefore must make the vacant possession of the land available to the Applicant if the Applicant calls on the Option. Should the Estate wish to provide Field E23 to PFL in the scenario where it is not required for the Proposed Development, the Estate and the Applicant would need to agree a variation to the Option Area requiring the Applicant to 'give up' this land.

3. We consider the contractual options for the solar farm, including any changes over time, should be introduced into the examination (not least with a view to understanding alternatives considered over time). We explained that to the Applicant and requested copies of the same on 12 August 2026 and again on 13 August 2026.

4. In response to the request the Applicant responded:

   The Option Agreement (as varied) is a commercially sensitive document *between the Claydon Estate and the Applicant. The Applicant will not be submitting the Option into examination, nor is the Applicant required to put this document into the public domain. The basis on which you assert that the Applicant is required to do so is unclear.*

The Applicant has made submissions throughout the Examination that the Applicant has secured an Option Agreement with the Estate which provides that all the land required for the solar PV is under option with the primary landowner, the Claydon Estate.

To assist we refer you to section 5.8 of the Statement of Reasons, the Applicant's Written Summary of Oral Submissions at CAH1 and the Land and Rights Negotiations Tracker at reference 1 (the Estate) where the position is confirmed again: "The Applicant and the Affected Person secured an option agreement over the majority of the Site in November 2022, to secure the land and rights required to construct and operate the Proposed Development…. The Applicant and the Affected Person agreed a variation to the option in July 2025."

Request

5. That response is lacking in many important respects. The reasons the option agreements (plural) of November 2022 and July 2025 should be placed into the examination, openly, so the ExA may see them, and we may see them, are as follows:

   i. The Applicant asserts that it is nothing to do with the Proposals that a notice to quit has been served in relation to the Sion Hill Farm tenancy.
   ii. The Applicant asserts, as regards consideration of alternatives, that, despite [redacted] evidence that he was told, and actually walked around, a more limited land area for what the Proposals' describe as "Parcel 3" in March 2022, which excluded E23 and much else, that more limited land area was never an option, merely something for survey purposes.
   iii. The Application consultation report [APP-020] explains that consultation comprised Pre-Phase One consultation in 2023, Pre-Phase Two consultation in 2024, statutory consultation in 2024 and so on with the final pre-Application consultation starting in May 2025 regarding proposed changes. All of that is after the November 2022 option agreement and before the July 2025 option agreement.
   iv. The Applicant in the SoCG relies upon provisions in its option to assert that even if land in Order Limits such as E23 is not required for above ground infrastructure, it has an option over that land and the provisions of the option agreement mean it will only be if it gives its consent that such land would be available for inclusion in the long term FBT being negotiated for Sion Hill Farm.
   v. It is necessary for the ExA and us to have sight of both option agreements to judge (a) the extent of the land they cover, and whether that has changed over time (and if so in what way) (b) their provisions regarding the taking up or release of that land.
   vi. The fact that the Applicant says the option agreement was varied in July 2025, closely related in time to the notice to quit for Sion Hill Farm, whilst the

November 2022 option plainly covered most if not all of the consultation periods, makes it particularly important that we and the ExA see both the November 2022 option agreement and the July 2025 option agreement.

vii. The assertions that have been made for the Applicant have been made by lawyers, so they will be acutely aware that the option agreements must be considered to ensure that the ExA has not been told anything in any way inaccurate or misleading, for instance as regards whether or not the smaller "parcel 3" was or was not an option at any time.

viii. It is deeply troubling that the Applicant has disputed [redacted] account of what he was told in March 2022, without the Applicant providing any evidence to the contrary, and now withholding the November 2022 option agreement that would presumably shed light on the matter.

ix. It is similarly deeply troubling that the Applicant has asserted that the Sion Hill Farm notice to quit had nothing to do with it, whilst withholding the November 2022 option agreement and the July 2025 option agreement and so denying the ExA the opportunity to consider any difference between the two.

x. The same applies for the Applicant's reliance on specific provisions in the option agreements, without providing the agreements so they can be scrutinised, including as to any differences between the two agreements over time.

xi. If the Applicant has nothing to hide regarding these matters, it will no doubt disclose the option agreements. Both of them (or, indeed, more, if there are more). If the concern is over disclosure of sensitive financial information, or personal information, then no doubt the Applicant's lawyers can appropriately redact such information.

6. <u>We are copying this letter to the ExA, and specifically request that the ExA require the option agreements, both of them, from the Applicant, with any necessary redaction.</u>

[redacted]ully,

RICHARD BUXTON SOLICITORS