

Statement on behalf of Albanwise Ltd and Albanwise Synergy Ltd

With respect to the Application by RWE Renewables UK Dogger Bank South (West) Limited and RWE Renewables UK Dogger Bank South (East) Limited for an Order Granting Development Consent for the Dogger Bank South Offshore Wind Farms

Submitted to The Examining Authority via
DoggerBankSouth@planninginspectorate.gov.uk

We submit this Closing Statement on behalf of Albanwise Ltd and Albanwise Synergy Ltd (herein referred to collectively as Albanwise) in relation to the Examination of the Dogger Bank South Offshore Wind Farms Development Consent Order (DCO) application.

1. Summary of Involvement

Albanwise has actively participated in the Examination process, submitting:

- A Relevant Representation dated 6 September 2024, objecting to the proposed scheme on grounds of land use, farming impact and cumulative development constraints.
- Submission of Written Representations on 31 January 2025 reiterating the concerns raised in the Relevant Representation.
- Attendance and oral representation at Compulsory Acquisition Hearing 2 on 4 April 2025.
- Submission of written responses to the Examining Authority's ExQ1 questions (LUA 1.6 and 1.9) on 25 April 2025, detailing concerns around land sterilisation, restrictive covenants and the broader development potential of our land holdings.
- A further submission on 13 June 2025 in response to a Rule 17 Request for Information, providing an update on the status of negotiations with RWE.
- Submission on 4 July 2025 in response providing an update on the status of negotiations with RWE.

2. Update on Negotiations

Within our update of 4 July 2025, we confirmed that on the 2 July 2025 representatives of Albanwise and our professional advisors met with RWE in London at our insistence and pressure to move matters forward to progress negotiations on the voluntary land agreements.

Heads of Terms (HoTs) for the converter station land agreement were agreed and signed during this meeting, albeit terms agreed did not cover all our requirements, however, to progress matters voluntarily and in good faith, we were willing to give-way on certain points with the aim of completing legal matters with RWE voluntarily by Christmas 2025.

However, following the agreement of the HoTs progress has been slow from RWE. For instance within the HoTs signed on the 2 July it was agreed that RWE would pay our professional advisors (Cundalls as agents and Mills and Reeve as solicitors) outstanding work in progress/fee amounts for the period April 2022 to 1 July 2025 and then their fees be raised monthly in arrears and paid by RWE thereafter. Our professional advisors raised fees within a week of the signed terms been agreed and to date no payments have been made by RWE, despite invoices been sent by both our respective professional advisors.

Following the signing of the HoTs for the convertor station site, we have been ready, willing and able to proceed to assist with the completion of the legal documents and our Agent has continued to have negotiations on the cable easement terms and met with the various impacted tenants and their agents and RWE Agents to try and reach amicable agreements voluntarily.

However, progress from RWE has been slow and we were hugely dissatisfied when in early October we were informed that RWE wished to amend the agreed HoTs for the convertor station to remove a Construction Lease element within the agreed legal structure for the building of the convertor station.

Whilst we still felt that the agreed proposals within the HoTs could work and relations and on the ground meetings with the tenants, their agents was positive, we stated that we could proceed without the construction lease and did not expect that this would fundamentally change any of the commercial terms of the deal. Indeed, we questioned why new HoTs were even needed to be signed as it could simply be a case that the construction lease section was simply no longer included.

However, on Friday 17 October 2025 we received from RWE's Agent a revised set of HoTs for the convertor station site, which not only excluded the Construction lease but fundamentally changed the commercial terms of the overall previous HoTs and reneged on a number of commercial aspects including significant financial capital uplifts and rental payment rates, access provisions and rights etc. We found this is incredibly disingenuous, frustrating and morally wrong.

We immediately replied with our concerns and comments back to RWE on Monday 20TH October 2025 and negotiated between professional advisors almost daily thereafter in order to try and get a voluntary deal.

In order to progress with a voluntary agreement, we have recently reluctantly agreed to many of the amended proposals to our potential financial disadvantage and have signed and returned HoTs for the convertor station and cable easement within the past week. We have stated that we will ensure our legal advisors ensure this is their top priority and we have stipulated that we wish to have completion on the Option and legal documents on or before 31 January 2025.

However, given the recent behaviour of RWE, we still have concerns that they will not honour what they have agreed and may be disingenuous in their dealings. We must also emphasise that Heads of Terms are not legally binding and, until full legal agreements are executed, none of the commitments or assurances discussed can be considered enforceable.

Albanwise and its advisers have given serious consideration to the proposals put forward and identified deliverable means to RWE by which the aims of RWE (e.g. vacant possession of the land) can be delivered without undue detriment to Albanwise. However, as at 4 December, we understand that RWE have still not placed any formal offers in writing to our affected agricultural tenants.

The level of engagement has been intermittent from RWE throughout this process, especially over the last 24 months covering the Heads of Terms for the converter stations. Our professional advisors timesheets show that they have responded to proposals and negotiations very quickly, usually within 2 to 3 working days and have been pro-active in trying to arrange meetings and get agreements voluntarily with the effected tenants, to ensure a potentially straight forward solution for RWE.

There has been considerable amendments of the proposed convertor station area and structure of the legal terms by RWE which has forced Albanwise to incur significant costs in assessing the impact of different proposals and to date RWE have still not covered our professional advisors costs despite signing on the 2 July 2025 to confirm they would cover costs up until 1 July 2025 and then thereafter monthly in arrears.

Our professional advisors have provided detailed timesheets, to which RWE agents have confirmed are fair and reasonable and match their own time spent on the project, we have been told they have been approved for payment, but as yet (as at 4 December 2025) no payment of fees has been received.

We therefore have grave concerns that whilst we have newly signed HoTS that once again RWE may move the goalposts and not honour what they have agreed.

3. Outstanding Issues

Whilst we are willing and able to enter into voluntary negotiations as agreed, until the legal documents are completed our concerns regarding the project which we are seeking to protect with the voluntary agreements being negotiated are:

- The form, scope and changing nature of land rights being sought and the form of agreements being negotiated.
- The scale and configuration of land take, including excessive land occupation and the blighting of land beyond that contained within the proposed agreement.
- The impact on the long-term livelihoods of our agricultural tenants due to short term construction operations.
- The impact on farming operations including soil quality, drainage, crop yields, and environmental land management schemes.
- The cumulative impact of this and other NSIPs on our estate, and the lack of coordination between developers.
- Given the very slow pace of negotiations to date the lack of binding legal agreements to secure the protections and mitigations discussed is a grave concern.

- Failure of RWE to pay our professional advisors which currently sits at a six figure sum in terms of professional costs since April 2022 dealing with this project.

4. Conclusion

Albanwise have tried to work amicably with RWE and find a fair voluntary agreement and indeed HoTs have been signed and agreed.

However, given RWE have already given back word on previously agreed HoTs to our financial detriment and have failed to pay our professional advisors despite agreeing to within the signed HoTs, we have grave concerns that RWE may not honour what has been agreed.

Therefore, until we have signed legal documents completed from RWE, Albanwise continues to object to the DCO application in its current form. We urge the Examining Authority to give due weight to the unresolved issues and the disproportionate burden placed on our landholdings and operations.

Should the DCO be granted, we request that:

- Protective provisions be included to safeguard our interests.
- RWE be required to finalise terms at no worse commercial terms than our current voluntary agreements
- The Examining Authority acknowledges the cumulative and long-term impacts on our land holdings and tenants which will have a significant commercial and social detrimental impact.