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Our reference LAGA/10026291/O170439500.1/CHSI

Your reference EN010141

**16 September 2026**

Dear Sir/Madam

**East Park Energy – DCO Application Reference EN010141 – Response to Rule 17 Request and the Applicant's Response dated 11 September 2026 on behalf of PS Manor Farm Solar Ltd**

We write again on behalf of our client, PS Manor Farm Solar Ltd ("**PMSF**"), a company within the Foresight Group, in response to the Rule 17 Letter response submitted by BSSL Cambsbed 1 Ltd (the "**DCO Applicant**") dated 1 and subsequently 11 September 2026 (the "**Applicant's Response**") which we received by email on the 14th September 2026.

This letter should be read alongside our letter dated 11 September 2026 and the Initial Representation made on behalf of our client dated 18 August 2026. For the reasons set out below, PMSF disputes the substance of the Applicant's Response in respect of PMSF and invites the ExA to require inclusion of the draft protective provisions enclosed with our letter of 11 September 2026 in the draft DCO, or to recommend the same to the Secretary of State.

**1. The Applicant's Submissions are Misconceived: The Statutory Basis for Protective Provisions**

The Applicant's Response asserts that protective provisions are "primarily" included in a DCO to cover the interests of affected statutory undertakers, and that there is "no expectation" in Planning Inspectorate Guidance that protective provisions be included for private commercial parties who have not proven they meet the threshold requirements of a statutory undertaker. This characterisation is legally incorrect.

Firstly, the statutory basis for protective provisions in a DCO is not limited to statutory undertakers. Schedule 5, paragraph 10 of the Planning Act 2008 (applicable by s120(3) and (4)) expressly provides that a DCO may include provision for the "protection of the property or interests of **any** person". The

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power to include bespoke protective provisions for PMSF in the DCO is therefore expressly and unambiguously conferred by statute, regardless of whether PMSF is a "statutory undertaker".

Moreover, and in any event, PMSF — as part of the Foresight Group and as the operator of a 14MW grid-connected solar generating station — is properly to be regarded as a quasi-statutory undertaker. It operates critical electricity generation infrastructure forming part of the national energy supply, and performs functions materially analogous to those of a statutory undertaker for the purposes of the electricity generation regime. It is well-established practice in DCO examinations for bespoke protective provisions to be included where an authorised development would have an extensive impact on the operations of parties maintaining and operating critical infrastructure of this nature, irrespective of whether such parties satisfy the formal statutory definition in every respect. We refer, for example, to the Frodsham Solar DCO (Ref: EN010153) where protective provisions were included for Frodsham Wind Farm on this exact basis.

We are also aware of the Applicant's fallback position being that the most reasonable and proportionate position regarding PMSF would be for the Part 1 protective provisions as drafted in the DCO to apply to them. This is a significant and telling concession. If the Applicant truly considered that no protective provisions whatsoever were warranted, no fallback would have been offered at all. The Applicant has implicitly acknowledged that some level of protection for PMSF is appropriate. The real issue in dispute is not whether to protect PMSF, but in what form — and our position is that the bespoke provisions proposed by PMSF are plainly more appropriate than the generic Part 1 provisions, on the basis of the bespoke interaction with their solar farm.

**2. The Compensation Code**

PMSF respectfully but firmly disagrees with the Applicant's position regarding the Compensation Code being adequate to protect PMSF's interest.

The Compensation Code provides financial redress for losses after the fact. It does not prevent damage from occurring or govern how diversions/interactions between the two projects work in practice. For an operational electricity generating solar farm with significant apparatus and infrastructure in situ, that fundamental distinction is critical. The entire purpose of pre-emptive protective provisions — requiring notice, works details, approval and protective works prior to the execution of specified works — is to prevent such damage from occurring in the first place.

The Applicant in providing draft heads of terms, accepting as their fallback Part 1 protective provisions, and acknowledging that the extinguishment of a restrictive covenant specifically protecting PMSF's operational buffer zone is a compensatable event has implicitly accepted and acknowledged harm that may occur to PMSF.

**3. Quantum in the Protective Provisions.**

The Applicant objects to the financial parameters in PMSF's draft protective provisions, in particular the insurance requirement of £20,000,000 and the acceptable security requirements. PMSF submits that these figures are properly considered and calibrated to reflect the true value of the assets and revenue streams at risk.

By way of further context: the industry-recognised basis for valuing solar generating capacity is approximately £1,000,000 per megawatt (MW) of installed capacity. PMSF's solar farm is a 14MW installation. On that basis, the total capital cost of PMSF's generating assets is in the region of £14,000,000 and enterprise value would typically be more than capital cost. The financial exposure to PMSF from damage caused by or in consequence of the authorised development, which involves primarily it's grid connection cable route, being it's route to market, could readily reach or exceed the amounts specified in the draft protective provisions if it had to de-energise for an indefinite period of time.

## 4. Applicant's characterisation of PMSF engagement

4.1 Historic

PMSF maintains the position set out in our letter of 11 September 2026 regarding the Applicant's claimed engagement, so these will not be repeated. For the avoidance of doubt, PMSF has no record of having received statutory notices from the Applicant directly, notwithstanding the Applicant's evidence of delivery.

PMSF did not engage in the examination in its early stages because it was not aware of the DCO Application having been made, or that it was directly and substantially affected by the proposals, and the Applicant — which had Mr Elworth's email address from 2023 and was aware of the existence and significance of the Manor Farm Solar Farm — took no steps to bring this to PMSF's direct attention for a period of approximately three years. Any late engagement by PMSF in this examination is properly and substantially attributable to the Applicant's own failure to engage directly with PMSF.

We are aware that the Applicant has raised principles of fairness in the context of H2Teeside (EN070009) in the context of historic engagement by the Applicant. PMSF submits that H2 Teesside is materially distinguishable from the present case on the basis that unlike in H2Teesside where BOC waited until the very last day with no prior notice, PMSF had been trying to engage with the Applicant since the submission of its relevant representation on 20 August 2026 and provided a first draft of its protective provisions to the Applicant on 9 September 2026 (given the Applicant provided no draft of their own), two days before Deadline 8. Secondly, there was no suggestion in H2Teesside that the applicant had failed to engage meaningfully with BOC throughout the examination. In the present case, PMSF has demonstrated that the Applicant failed to make any substantive direct engagement with PMSF for approximately three years, and the Applicant continues to confuse its engagement with the landlord and landlord's agent, being wholly unrelated parties to PMSF save for landlord and tenant relationship, as constituting engagement with PMSF. The principle of fairness, which the Applicant makes extensive, must run bilaterally.

4.2 Deadline 8

PMSF notes that the Applicant's Response acknowledges receipt of a draft set of bespoke protective provisions prior to Deadline 8. The Applicant acknowledges that it was provided with a set of bespoke protective provisions on 9 September 2026, two days before Deadline 8, and that PMSF then provided revised protective provisions at 12.03pm on 11 September 2026, being the day of Deadline 8.

PMSF provided its draft protective provisions to the Applicant because, despite the change to the DCO examination timeline which had been notified by the Planning Inspectorate and which PMSF reasonably expected would have prompted the Applicant to engage proactively, the Applicant had still not made any substantive engagement with PMSF regarding protective provisions at the to,e tjay PMSF's draft protective provisions were provided to the Applicant.

We, on behalf of PMSF, chased the Applicant's solicitors on 20, 25, 27 of August and 07 September requesting the required cost undertaking, draft agreement and protective provisions. The Applicant did not provide an undertaking until 08 September 2026. The Applicant promised the provision of protective provisions and an agreement for our client to consider, but these never came to fruition. Faced with a final deadline approaching and no substantive engagement from the Applicant, PMSF took the initiative to draft protective provisions and shared them the following day (09 September) with the Applicant's solicitor. We do not believe the Applicant's categorising of this timeframe for review, are therefore reflective of the ongoing engagement undertaken on behalf of PMSF to agree adequate protections.

4.3 Response to Heads of Terms

PMSF notes that the Applicant provided heads of terms for a co-operation agreement to PMSF on 9 September 2026 and contends in its letter that they have not received any response. We (on behalf of PMSF) requested on 11 September 2026 that the Applicant's solicitor prepares a draft agreement, based on these terms, for our client to review. It was our intention that this would circumvent negotiating a Heads of Terms document and bring the parties closer to agreement. We are still positively awaiting receipt of the draft agreement.

4.4 Disputed "limited" harm

We also note that the Applicant contends a limited interaction between their project and PMFS, meaning that protective provisions are not required. It is our very point that the interaction between the projects are bespoke and complex, meaning that bespoke protections are necessary. Further, the rights which the Applicant is seeking in respect of PMSF's demise — including the laying of HV cabling, the extinguishment of restrictive covenants protecting an operational buffer zone, and the acquisition of rights over the access track — are not limited in the manner in which the Applicant has presented them to the ExA (as "primarily access track").

**Reservation of Position and Our request**

For the reasons set out in this letter and in our letter dated 11 September 2026, PMSF respectfully invites the Examining Authority to:

(a) note this letter as a further representation on behalf of PMSF and as a response to the Applicant's Response;

(b) reject the Applicant's characterisation of the legal basis for protective provisions and confirm that the power in section 120(3) and (4) of the Planning Act 2008 read with Schedule 5, paragraph 10 provides a clear statutory basis for the inclusion of bespoke protective provisions for PMSF in the DCO, regardless of PMSF's statutory undertaker status (consistent also with the Frodsham Solar DCO amongst others);

(c) accept the inclusion of the draft protective provisions enclosed with our letter of 11 September 2026 (or provisions in substantially similar terms as may be agreed between the parties) in the draft DCO as a new Part of Schedule 13 for the specific protection of PMSF.

PMSF remains willing to engage constructively with the Applicant to seek resolution of the outstanding matters, including the terms of the draft protective provisions and any necessary co-operation arrangements, and reiterates its request that the Applicant provide a draft form of co-operation agreement based upon the heads of terms of 9 September 2026 without further delay.

Yours sincerely

[redacted]

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