

WRITTEN REPRESENTATION
Representation by National Grid Viking Link Limited to the Beacon Fen Solar Park ("the Project")

Introduction

We are instructed by National Grid Viking Link Limited Plc ('NGVL') in relation to the application made by Beacon Fen Energy Park Limited ('the Applicant') for a Development Consent Order ('the draft Order') for the Beacon Fen Solar Park ('the Project'). This Written Representation is made on behalf of NGVL.

The application for the draft Order includes the construction of a 400MW solar photovoltaic farm incorporating up to 600MVA Battery Energy Storage System and on-site substation and electrical connection, including solar PV panels up to 4.5m in height; single stacked BESS units up to 4.5m in height; security perimeter fencing; hedgerow improvements; ecological enhancements; above and/or below ground electrical cable connection at up to 400kV; associated development and ancillary works.

NGVL detailed in its section 56 Relevant Representation ('s56 Representation') on 2 July 2025 the protections which NGVL require in order to be in a position to withdraw its objection to the draft Order. These protections are the inclusion of full and proper Protective Provisions for NGVL in the draft Order together with the settlement of a Side Agreement and any other relevant agreements so to properly and fully protect NGVL's statutory undertaking.

Compulsory Acquisition Powers

As stated in the s56 Representation, NGVL is the owner and operator of the UK onshore element of the "Viking Link Interconnector", a sub-sea electricity interconnector between the UK and Denmark. The UK onshore cable is 65km in length and connects into the National Grid at Bicker Fen substation in Lincolnshire. Interconnectors, such as the Viking Link Interconnector, form an integral part of the UK's electricity networks and provide energy reliably whilst ensuring security of supply.

The Book of Reference and Land Plans submitted for the Project indicate that the Applicant is seeking permanent rights over several plots containing NGVL infrastructure including plots 12-5, 12-6, 12-12, 13-1 in which NGVL have a Category 1 interest and plots 12-8, 12-9, 12-10, 12-11, 12-14, 12-16, 12-17, 12-18, 12-19 in which NGVL have a Category 2 interest.

It is important that the Applicant does not have unfettered authority to exercise compulsory acquisition or extinguishment of rights over NGVL's apparatus and operational land. This is not acceptable to NGVL as it would create a serious detriment to the continued safe, economic and efficient operation of its infrastructure and NGVL's ability to comply with its statutory duties. NGVL's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew, and repair such apparatus located within or in close proximity to the Order Limits should be maintained at all times and access to inspect and maintain such apparatus must not be restricted. As such the protection from compulsory acquisition of NGVL's land and interests must be included in the Protective Provisions and NGVL continue to liaise with the Applicant on this point.

Protective Provisions

As set out in the s56 Relevant Representation NGVL recognises and welcomes the form of Protective Provisions for the protection of NGVL's operations which are included on the face of the draft Order. However, as stated in the s56 Representation, the current form is not presently acceptable as it omits the provisions concerning Acceptable Insurance and Acceptable Security, negotiations between NGVL and the Applicant are continuing and productive on this point. The current form Protective Provisions were sent to NGVL in July 2025, and currently NGVL's comments in return, sent on 12 September are being reviewed and considered by the Applicant. NGVL will continue to keep the Examining Authority updated in relation to these discussions

Side Agreement

NGVL require a Side Agreement to be entered into to manage the direct interface that the draft Order has with NGVL's apparatus and land. The first draft of the Side Agreement sent by NGVL on 19

September 2025 is currently being reviewed and considered by the Applicant. The Side Agreement will provide for entry to other related agreements as are necessary.

Summary

As stated in the s56 Representation, NGVL does not object in principle to the proposals. However it is imperative that relevant and adequate protections are put in place so not to compromise NGVL's ability to deliver its statutory undertaking.

NGVL requires the draft Order to include NGVL's standard form of its Protective Provisions for the protection of NGVL and its apparatus and operational land and to manage the interface between the Project and NGVL's infrastructure.

For the reasons set out above, NGVL considers a Side Agreement to be the most effective way of providing NGVL with the comfort of retaining its existing rights, providing for the recovery of NGVL costs and governing the relationship between the parties.

Discussions to date with the Applicant are progressing, however as NGVL and the Applicant are still negotiating the Side Agreement and Protective Provisions, NGVL at present must maintain its objection to the Project and reserves the right to make further representations as part of the examination process.