

OUR REF S6152.28/CBW/CWI
YOUR REF
29 April 2026

National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Examining Authority

Sea Link Project (the “Project”)
Application Ref: EN020026
ScottishPower Renewables (UK) Limited, East Anglia ONE North Limited and East Anglia TWO Limited’s
Deadline 7 Submission

1. Introduction

- 1.1 We refer to the above Project and confirm we are instructed by ScottishPower Renewables (UK) Limited (“**SPR**”), East Anglia ONE North Limited (“**EA1NL**”) and East Anglia TWO Limited (“**EA2L**”) (together, the “**SPR parties**”).
- 1.2 SPR is the parent company of EA1NL, who has the benefit of the East Anglia ONE North Offshore Wind Farm Order 2022 (“**EA1N**”), and EA2L, who has the benefit of the East Anglia TWO Offshore Wind Farm Order 2022 (“**EA2**”).
- 1.3 This submission provides summary statements, a response to the Examining Authority’s (“**ExA**”) Rule 17 letter dated 21 April 2026 and EA1NL and EA2L’s preferred Protective Provisions.

2. Summary Statements

- 2.1 The SPR parties have made good progress with the Applicant over the course of the Examination on matters of concern for the SPR parties. However, we have summarised below the matters raised by the SPR parties during the Examination [RR-1415, RR-1416, RR-4903, REP1A-055, REP2-046, REP3-084, REP3A-014, REP4-112, REP4-113, REP4-114, REP5-171 and REP6-155] that have not been fully resolved yet.

Landscaping

- 2.2 The EA2 and EA1N Landscape Management Plan was approved by East Suffolk Council on 18 February 2026.
- 2.3 The Project’s HVDC cables will cross areas of landscaping within the Landscape Management Plan and the SPR parties and the Applicant are involved in detailed discussions on this. The SPR parties are confident that a solution to the Project’s interaction with EA2 and EA1N’s landscaping will be agreed.

Transfer of Benefit Agreement, Transfer of Land and Related Agreements

- 2.4 The Transfer of Benefit Agreement transferring certain provisions under the EA2 Development Consent Order to allow the Applicant to construct Kiln Lane Substation, carry out overhead line realignment works and associated infrastructure, along with the transfer of land, an interface agreement and other related agreements (the “**Transfer Documents**”) are currently being negotiated between the SPR

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parties and the Applicant. It is anticipated that these will likely complete shortly after this Examination concludes.

- 2.5 Once the Transfer Documents complete, the Applicant will acquire the land and rights over the SPR parties owned land that the Applicant requires in order to construct the Kiln Lane Substation and associated infrastructure on land owned by the SPR parties. The SPR parties are also willing to grant the Applicant the relevant rights required for the Project's cables over land owned by the SPR parties as part of the land transfer process but are waiting for the Applicant to provide details to enable this to be discussed further.

Compulsory Acquisition Powers and Protective Provisions

- 2.6 The SPR parties have continued to make representations during the Examination that the Project's draft Development Consent Order ("**dDCO**") as currently drafted [REP6-004] grants the Applicant compulsory acquisition rights over large areas of land which is owned by the SPR parties or which the SPR parties hold easements or temporary possession powers over in order to construct, operate, maintain and decommission EA1N and EA2. In the absence of a formal agreement between the SPR parties and the Applicant, it has been the SPR Parties' stance throughout the Examination that the Project's dDCO should contain a provision that following the completion of the Transfer Documents, the compulsory acquisition powers no longer required should fall out of the dDCO. The exercise by the Applicant of any compulsory acquisition powers over land which has been acquired by EA1N and EA2 for the purposes of the EA1N and EA2 projects could have a serious detrimental impact on the ability for the projects to be constructed and operated.
- 2.7 This is particularly important because once the EA1N and EA2 onshore cables have been constructed, EA1NL and EA2L have a legal obligation to transfer these to an Offshore Electricity Transmission ("**OFTO**") which is a process overseen by Ofgem. OFTOs connect offshore windfarms to the onshore transmission network. This transfer takes place by way of a Transfer of Benefit Agreement. It is wholly inappropriate to expect this transfer to proceed in circumstances where a third party has residual compulsory acquisition rights over the assets in question.
- 2.8 As outlined above, the parties are currently engaged in negotiations in respect of Transfer Documents in relation to the Kiln Lane Substation. At the point that the Transfer Documents are agreed, any compulsory acquisition powers granted within any Development Consent Order ("**DCO**") for the Project, which are also subject to the transfer, will become entirely unnecessary. Now that most of the requirements in respect of Kiln Lane Substation under EA1N/EA2 have discharged and given the anticipated construction timeframes for the Project, the SPR Parties anticipate negotiations in respect of the Transfer Documents will progress quickly in the coming months. That being the case, the SPR Parties consider the Secretary of State should request an update on this matter during the decision making phase, in order to avoid unnecessary compulsory acquisition powers being included in the DCO.
- 2.9 Protective Provisions have been agreed with the Applicant for SPR and these are appended hereto at **Schedule 1**. EA1NL and EA2L were under the impression that Protective Provisions were also substantively agreed between the Applicant and EA1NL and EA2L; however the Applicant has provided at a late hour (6:42pm on 27 April), amendments to the Protective Provisions and a proposed (previously undiscussed) side agreement. EA1NL and EA2L have been notified of these changes at the last minute and, given the importance of the Protective Provisions to their assets, did not have enough time to consider, negotiate and agree these before Deadline 7. As such, EA1NL and EA2L's preferred Protective Provisions are appended hereto at Schedule 2. EA1NL and EA2L will continue to engage with the Applicant and will provide a further update as soon as possible following Deadline 7.
- 2.10 As mentioned above, EA1NL and EA2L's preferred Protective Provisions are substantively agreed with the Applicant however, parties are not aligned in respect of the proposed side agreement. As such, EA1NL and EA2L request that the ExA and the Secretary of State include the Protective Provisions included at Schedule 2 of this submission to the Development Consent Order if granted.
- 2.11 The Applicant's approach to the acquisition of EA1NL and EA2L's interests is not compliant with section 127(3)(a) of the Planning Act 2008. This provision requires the Applicant to demonstrate that the interests of EA1NL and EA2L can be acquired without serious detriment to their undertakings. The Protective Provisions are required because, as identified at paragraph 2.6. above, the compulsory acquisition could have a serious detrimental impact could have a serious detrimental impact on the

ability for the projects to be constructed and operated. At no point has the Applicant addressed this matter adequately. This reinforces the importance for the Secretary of State to seek an update on the progress of the Transfer Documents, before making a decision in respect of the Project.

Crossing Agreement

- 2.12 The Applicant's onshore cable will cross EA2 and EA1N's grid connection cables to the south-east of the Kiln Lane substations at plots 3/20, 3/21 and 3/22.
- 2.13 A crossing agreement is required from the Applicant and drafts are being considered.

3. Response to the ExA's Rule 17 Letter

- 3.1 At 1.8 of the ExA's Rule 17 Letter dated 21 April 2026, the ExA asks the SPR parties to provide suggested drafting for a requirement which the SPR parties have previously said should be included in the Project's Development Consent Order that deals with the situation where the Project no longer requires compulsory acquisition powers over land owned by the SPR parties following the completion of the Transfer Documents.
- 3.2 Suggested wording for this is provided at Schedule 3 hereto, we have suggested that this should involve an amendment to the current Requirement 4 (Stages of the Authorised Development) in the dDCO. The book of reference and the following schedules would also need to be amended to provide a "scenario 1" version with the SPR, EA2L and EA1NL land removed and a "scenario 2" version which is as is currently drafted in the Project's dDCO, along with the associated Articles and plans amended to refer to both:
 - 3.2.1 Schedule 7 (Streets or public rights of way to be permanently stopped up);
 - 3.2.2 Schedule 8 (Streets, public rights of way and permissive paths to be temporarily closed);
 - 3.2.3 Schedule 11 (Land of which only temporary possession may be taken); and
 - 3.2.4 Schedule 12 (Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid removed from land subject to temporary possession).
- 3.3 It is noted that the drafting proposed at Schedule 3 of this submission would only be applicable in circumstances where the undertaker and EA2L had not completed the Transfer Documents at the time of the Secretary of States' decision making. Under scenario 1 (as described in schedule 3) there could be no compelling case in the public interest for those compulsory acquisition powers to be included in the DCO, as required by section 122(3) of the Planning Act 2008. Under scenario 2 (as described in Schedule 3) there remains the substantial issue of the Applicant having compulsory acquisition powers over critical infrastructure associated with EA1N and EA2. In those circumstances, the Applicant's funding statement would need to be updated to reflect these liabilities. In neither scenario, therefore, has the Applicant appropriately justified the inclusion of compulsory acquisition powers over such infrastructure.
- 3.4 As reflected above, the Applicant the has not resolved the fundamental issue of having compulsory acquisition powers over critical infrastructure associated with EA1N and EA2. We anticipate that the Transfer Documents would require to be in place in advance of the Examining Authority's recommendation due to the contractual and regulatory position of the parties. This would ensure delivery of the landscape mitigation to the north east of the Kiln Lane substation, which is beyond the Order limits proposed in the dDCO.

Yours faithfully



For and on behalf of Shepherd and Wedderburn LLP

Schedule 1 SPR'S AGREED PROTECTIVE PROVISIONS

PROTECTIVE PROVISIONS FOR THE BENEFIT OF SCOTTISH POWER RENEWABLES (UK) LIMITED

Application

1. (1) For the Protection of ScottishPower Renewables (UK) Limited, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited.
- (2) Subject to the extent otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of Order)—
- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between ScottishPower Renewables (UK) Limited and the transferee or grantee (as the case may be); and
 - (b) written notice of the transfer or grant must be given to ScottishPower Renewables (UK) Limited on or before the date of that transfer or grant.

2. Acquisition of land

- (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights or take temporary possession of land or override any easement and/or other interest including any powers of temporary possession of ScottishPower Renewables (UK) Limited otherwise than by agreement.
- (2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between ScottishPower Renewables (UK) Limited and the undertaker) that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of ScottishPower Renewables (UK) Limited and/or affects the provisions of any enactment or agreement regulating the relations between ScottishPower Renewables (UK) Limited and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as ScottishPower Renewables (UK) Limited reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the ScottishPower Renewables (UK) Limited and the undertaker acting reasonably and which must be no less favourable on the whole to ScottishPower Renewables (UK) Limited unless otherwise agreed by ScottishPower Renewables (UK) Limited, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

Schedule 2
EA1NL AND EA2L'S PREFERRED PROTECTIVE PROVISIONS

SCHEDULE 15
PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF EAST ANGLIA ONE NORTH LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule –

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance must be maintained for the construction and use period of the authorised works which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters.

“acceptable security” means either—

(a) Evidence provided to the statutory undertaker’s reasonable satisfaction that the undertaker has a tangible net worth of not less than £50,000,000.00 (Fifty Million Pounds (or an equivalent financial measure)); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker for an amount up to a total liability cap of £50,000,000.00 (Fifty Million Pounds) (in a form reasonably satisfactory to the statutory undertaker);

“authorised development” has the same meaning as is given to the term in article [2] (interpretation) of this Order and includes any associated development authorised by the Order;

“As-built Survey” means a survey to be carried out following the completion of any part of the authorised development within 15m of the cable crossing recording (i) the configuration of the cable crossing and facilities ancillary thereto within a distance of two hundred metres (200m) of the cable crossing and the state of the land and position and condition of any cables within a distance of two hundred metres (200m) of the cable crossing.

“As-found Survey” means a survey to be carried out prior to the commencement of any part of the authorised development within 15m of the cable crossing recording the position and condition of the cable crossing and the state of the land along the proposed route of the cable crossing within a distance of two hundred metres (200m) of the cable crossing;

“cable crossing” means any location at which any part of the authorised development will intersect with the location identified under the East Anglia ONE North Offshore Wind Farm Order 2022 as being required for Work No.26 as described in the East Anglia One North Offshore Wind Farm Order 2022.

“EA1N” means the East Anglia ONE North Offshore Windfarm as authorised by the East Anglia ONE North Offshore Wind Farm Order 2022.

“EA1N Transmission Infrastructure” means Work Nos. 5, 6, 8, 9, 11, 12, 13, 16 17, 18, 19, 20, 21, 22, 23, 26, 30, 31, 32 of the East Anglia ONE North Offshore Wind Farm Order 2022.

“statutory undertaker” means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia ONE North Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE North Offshore Wind Farm Order 2022 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Notice

3. Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com or such other email address as confirmed by the statutory undertaker.

Acquisition of land

4.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of the statutory undertaker or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

Work No.1B – new substation at Friston

5.—(1) No part of Work No.1B may commence until the undertaker has provided to the statutory undertaker with the details of the layout, scale and external appearance of the proposed works and the statutory undertaker has approved those details in writing (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker must provide the undertaker with its written decision on whether to approve the details provided under sub paragraph (1) or reasons why approval cannot be given within 25 working days of receipt of those details.

(3) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (2) those details provided under sub paragraph (1) will be deemed to have been approved.

Interference with East Anglia ONE North Offshore Wind Farm Order 2022

6.—(1) The undertaker shall not, except in case of an emergency, in carrying out the authorised development do anything which could result in the breach of a requirement or other provision of the East Anglia ONE North Offshore Wind Farm Order 2022, unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) In the case of a breach of sub-paragraph (1) the undertaker shall be liable, and shall indemnify the statutory undertaker for all reasonable expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, as a result of the breach of sub-paragraph (1).

Construction Interface Management Plan

7.—(1) No stage of Work No.1B, Work No. 2 or Work No.5 which may impact the statutory undertaker, may commence until a Construction Interface Management Plan has been agreed between the undertaker and the statutory undertaker which outlines how any potential overlap in construction activities required for the authorised development, EA1N and the East Anglia Two Offshore Wind Farm will be managed and the statutory undertaker has approved that plan in writing (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker must provide the undertaker with its written decision on whether to approve the details provided under sub paragraph (1) or reasons why approval cannot be given within 25 working days of receipt of the Construction Interface management Plan.

(3) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (2) those details provided under sub paragraph (1) will be deemed to have been approved.

Landscaping

8.—(1) Regardless of any provision in this Order, the undertaker may not in carrying out the authorised development do anything which could adversely impact the landscape mitigation being delivered by the statutory undertaker in accordance with the East Anglia ONE North Offshore Wind Farm Order 2022, unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Haul Road

9.—(1) No part of Work No.5 which may impact the statutory undertaker may commence until the undertaker has provided the statutory undertaker with a Haul Road Interface Plan and such Haul Road Interface Plan has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate how the authorised development will interface with the haul road required for Work No.26 as described in the East Anglia ONE North Offshore Wind Farm Order 2022.

(3) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development in the vicinity of the haul road shall not impact on the statutory undertaker's ability to deliver EA1N.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the Haul Road Interface Plan provided under subparagraph (1) or reasons why approval cannot be given within 25 working days of receipt of those details.

(5) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

Cable Crossing Design

10.—(1) No part of the authorised development within 15m of the cable crossing shall commence until a cable crossing design plan has been submitted to and approved in writing by the statutory undertaker.

(2) The cable crossing design plan must include a method statement and describe—

- (a) the exact position and nature of the works required at the cable crossing;
- (b) the level at which the works required at the cable crossing are proposed to be constructed;

- (c) the manner of the construction of the works required at the cable crossing including details of excavation, positioning of plant etc;
- (d) the position of all apparatus including the minimum separation distance shown in cross section drawings;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The cable crossing design plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development within 15m of the cable crossing shall not impact the statutory undertaker's assets or the statutory undertaker's ability to deliver EA1N.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the cable crossing design plan provided under subparagraph (1) or reasons why approval cannot be given within 40 working days of receipt of those details, and any approval of the statutory undertaker required under sub-paragraph (1):

- (a) may be given subject to reasonable conditions for any purpose mentioned in subparagraphs (5) or (7);
- (b) must not be unreasonably withheld or delayed; and
- (c) where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

(5) In relation to any work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the cable crossing design plan as may be reasonably necessary for the purpose of:

- (a) where the works required under the East Anglia ONE North Offshore Wind Farm Order 2022 at the cable crossing have been completed, securing the statutory undertaker's assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;
- (b) where the works required under the East Anglia ONE North Offshore Wind Farm Order 2022 at the cable crossing have commenced but have not been completed, ensuring the statutory undertaker's ability to complete such works is not impeded and securing the statutory undertaker's existing and future assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets; or
- (c) where the works required under the East Anglia ONE North Offshore Wind Order 2022 at the cable crossing have not commenced, ensuring the statutory undertaker's ability to carry out such works is not impeded and securing the statutory undertaker's future apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the cable crossing design plan, submitted under sub-paragraph (2) as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertaker's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 25 working days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

Rectification of cable crossing

11.—(1) No part of the authorised development within 15m of the cable crossing shall commence until the undertaker has carried out and provided to the statutory undertaker an As-found Survey of the cable crossing and such As-found Survey has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker shall, within 40 working days of receipt of the As-found Survey provided under sub-paragraph (1), provide the undertaker of its written approval or refusal to approve the As-found Survey.

(3) where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (2) the As-found Survey provided under sub paragraph (1) will be deemed to have been approved.

(4) Within 25 working days following the completion of any part of the authorised development within 15m of the cable crossing, the undertaker shall carry out an As-built Survey of the cable crossing and shall provide a copy to the statutory undertaker for approval (such approval not to be unreasonably withheld or delayed).

(5) The statutory undertaker shall, within 40 working days of receipt of the As-built Survey provided under sub-paragraph (4), inform the undertaker of its approval or refusal to approve the survey.

(6) The statutory undertaker shall only be entitled to refuse to approve the survey provided under sub-paragraph (4) if the survey demonstrates that the works carried out at the cable crossing have not complied with the cable crossing design plan approved in accordance with paragraph (4).

(7) Where sub-paragraph (6) applies, the undertaker must immediately undertake works to rectify the non-compliance with the cable crossing design plan.

(8) Where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (5) the As-built Survey provided under sub paragraph (4) will be deemed to have been approved.

(9) Subject to provision of appropriate notice and compliance at all times to any applicable health and safety statutes, regulations or site rules, the statutory undertaker shall allow access for the undertaker or any agent or contractor on behalf of the undertaker to carry out the As-found Survey or As-built Survey.

Expenses

12. The undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with fulfilling its obligations under this Part of this Schedule.

Indemnity

13.—(1) Subject to paragraphs (2) and (3) and save as otherwise agreed in writing between the undertaker and the statutory undertaker if by reason or in consequence of the construction, use, maintenance or failure of any part of the authorised development any physical damage is caused to any of the statutory undertaker's assets, or there is any disruption to the construction of EAIN, or there is any disruption in the service provided, or any losses are incurred by the statutory undertaker as a result of any damage to any of the EAIN Transmission Infrastructure, the undertaker must –

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring such services; and
- (b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or delay or the statutory

undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker; and

- (c) indemnify the statutory undertaker for any consequential loss of generation profit resulting from damage or disruption to the grid connection for EA1N.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) Where EA1N Transmission Infrastructure has been transferred to an offshore transmission owner, from the date of such transfer, “statutory undertaker” under this paragraph 10 means:

- (d) in respect of the indemnity in subparagraph (1)(a) and (1)(b), where the event triggering the indemnity occurred on or after the date of the transfer of the EA1N Transmission Infrastructure, the offshore transmission owner;
- (e) in respect of the indemnity outlined in subparagraph (1)(c), the owner of the generation assets for EA1N.

(6) No stage of the authorised development to which this Part of this Schedule applies and which may impact the statutory undertaker may commence unless and until the statutory undertaker is satisfied, acting reasonably, that:

- (f) the undertaker has provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same to the undertaker in writing; and
- (g) the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker that it shall maintain such acceptable insurance for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same in writing to the undertaker.

Expert determination

14.—(1) Subject to the provisions of this paragraph, article [62] (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the undertaker and statutory undertaker or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

- (3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.
- (4) All parties involved in settling any difference must use best endeavours to do so within 30 days from the date that an expert is appointed.
- (5) The expert must –
- (a) invite the parties to make submission to the expert in writing and copies to the other party to be received by the expert within 10 days of the expert's appointment;
 - (b) permit a party to comment on the submissions made by the other party within 10 days of receipt of the submission;
 - (c) issue a decision within 10 days of receipt of the submissions under sub-paragraph (b); and
 - (d) give reasons for the decision.
- (6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference or dispute that has been subject to expert determination may be referred to and settled by arbitration under article [62] (arbitration).
- (7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

SCHEDULE 15

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF EAST TWO LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule –

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance must be maintained for the construction and use period of the authorised works which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters.

“acceptable security” means either—

(a) Evidence provided to the statutory undertaker’s reasonable satisfaction that the undertaker has a tangible net worth of not less than £50,000,000.00 (Fifty Million Pounds (or an equivalent financial measure)); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker for an amount up to a total liability cap of £50,000,000.00 (Fifty Million Pounds) (in a form reasonably satisfactory to the statutory undertaker);

“authorised development” has the same meaning as is given to the term in article [2] (interpretation) of this Order and includes any associated development authorised by the Order;

“As-built Survey” means a survey to be carried out following the completion of any part of the authorised development within 15m of the cable crossing recording (i) the configuration of the cable crossing and facilities ancillary thereto within a distance of two hundred metres (200m) of the cable crossing and the state of the land and position and condition of any cables within a distance of two hundred metres (200m) of the cable crossing.

“As-found Survey” means a survey to be carried out prior to the commencement of any part of the authorised development within 15m of the cable crossing recording the position and condition of the cable crossing and the state of the land along the proposed route of the cable crossing within a distance of two hundred metres (200m) of the cable crossing;

“cable crossing” means any location at which any part of the authorised development will intersect with the location identified under the East TWO Offshore Wind Farm Order 2022 as being required for Work No.26 as described in the East Anglia TWO Offshore Wind Farm Order 2022.

“EA2” means the East Anglia TWO Offshore Windfarm as authorised by the East Anglia TWO Offshore Wind Farm Order 2022.

“EA2 Transmission Infrastructure” means Work Nos. 5, 6, 8, 9, 11, 12, 13, 16 17, 18, 19, 20, 21, 22, 23, 26, 30, 31, 32 of the East Anglia TWO Offshore Wind Farm Order 2022.

“statutory undertaker” means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia TWO Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia TWO Offshore Wind Farm Order 2022 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Notice

3. Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com or such other email address as confirmed by the statutory undertaker.

Acquisition of land

4.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of the statutory undertaker or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

Work No.1B – new substation at Friston

5.—(1) No part of Work No.1B may commence until the undertaker has provided to the statutory undertaker with the details of the layout, scale and external appearance of the proposed works and the statutory undertaker has approved those details in writing (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker must provide the undertaker with its written decision on whether to approve the details provided under sub paragraph (1) or reasons why approval cannot be given within 25 working days of receipt of those details.

(3) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (2) those details provided under sub paragraph (1) will be deemed to have been approved.

Interference with East Anglia TWO Offshore Wind Farm Order 2022

6.—(1) The undertaker shall not, except in case of an emergency, in carrying out the authorised development do anything which could result in the breach of a requirement or other provision of the East Anglia TWO Offshore Windfarm Order 2022, unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) In the case of a breach of sub-paragraph (1) the undertaker shall be liable, and shall indemnify the statutory undertaker for all reasonable expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, as a result of the breach of sub-paragraph (1).

Construction Interface Management Plan

7.—(1) No stage of Work No.1B, Work No. 2 or Work No.5 which may impact the statutory undertaker, may commence until a Construction Interface Management Plan has been agreed between the undertaker and the statutory undertaker which outlines how any potential overlap in construction activities required for the authorised development, EA2 and the East Anglia ONE North Offshore Wind Farm will be managed and the statutory undertaker has approved that plan in writing (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker must provide the undertaker with its written decision on whether to approve the details provided under sub paragraph (1) or reasons why approval cannot be given within 25 working days of receipt of the Construction Interface management Plan.

(3) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (2) those details provided under sub paragraph (1) will be deemed to have been approved.

Landscaping

8.—(1) Regardless of any provision in this Order, the undertaker may not in carrying out the authorised development do anything which could adversely impact the landscape mitigation being delivered by the statutory undertaker in accordance with the East Anglia TWO Offshore Wind Farm Order 2022, unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Haul Road

9.—(1) No part of Work No.5 which may impact the statutory undertaker may commence until the undertaker has provided the statutory undertaker with a Haul Road Interface Plan and such Haul Road Interface Plan has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate how the authorised development will interface with the haul road required for Work No.26 as described in the East Anglia TWO Offshore Wind Farm Order 2022.

(3) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development in the vicinity of the haul road shall not impact on the statutory undertaker's ability to deliver EA2.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the Haul Road Interface Plan provided under subparagraph (1) or reasons why approval cannot be given within 25 working days of receipt of those details.

(5) Where the statutory undertaker does not provide a response within 25 working days in accordance with sub paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

Cable Crossing Design

10.—(1) No part of the authorised development within 15m of the cable crossing shall commence until a cable crossing design plan has been submitted to and approved in writing by the statutory undertaker.

(2) The cable crossing design plan must include a method statement and describe—

- (a) the exact position and nature of the works required at the cable crossing;
- (b) the level at which the works required at the cable crossing are proposed to be constructed;

- (c) the manner of the construction of the works required at the cable crossing including details of excavation, positioning of plant etc;
- (d) the position of all apparatus including the minimum separation distance shown in cross section drawings;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The cable crossing design plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development within 15m of the cable crossing shall not impact the statutory undertaker's assets or the statutory undertaker's ability to deliver EA2.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the cable crossing design plan provided under subparagraph (1) or reasons why approval cannot be given within 40 working days of receipt of those details, and any approval of the statutory undertaker required under sub-paragraph (1):

- (a) may be given subject to reasonable conditions for any purpose mentioned in subparagraphs (5) or (7);
- (b) must not be unreasonably withheld or delayed; and
- (c) where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (4) those details provided under sub paragraph (1) will be deemed to have been approved.

(5) In relation to any work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the cable crossing design plan as may be reasonably necessary for the purpose of:

- (a) where the works required under the East Anglia TWO Offshore Wind Farm Order 2022 at the cable crossing have been completed, securing the statutory undertaker's assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;
- (b) where the works required under the East Anglia TWO Offshore Wind Farm Order 2022 at the cable crossing have commenced but have not been completed, ensuring the statutory undertaker's ability to complete such works is not impeded and securing the statutory undertaker's existing and future assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets; or
- (c) where the works required under the East Anglia TWO Offshore Wind Farm Order 2022 at the cable crossing have not commenced, ensuring the statutory undertaker's ability to carry out such works is not impeded and securing the statutory undertaker's future apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the cable crossing design plan, submitted under sub-paragraph (2) as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertaker's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 25 working days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

Rectification of cable crossing

11.—(1) No part of the authorised development within 15m of the cable crossing shall commence until the undertaker has carried out and provided to the statutory undertaker an As-found Survey of the cable crossing and such As-found Survey has been approved in writing by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(2) The statutory undertaker shall, within 40 working days of receipt of the As-found Survey provided under sub-paragraph (1), provide the undertaker of its written approval or refusal to approve the As-found Survey.

(3) where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (2) the As-found Survey provided under sub paragraph (1) will be deemed to have been approved.

(4) Within 25 working days following the completion of any part of the authorised development within 15m of the cable crossing, the undertaker shall carry out an As-built Survey of the cable crossing and shall provide a copy to the statutory undertaker for approval (such approval not to be unreasonably withheld or delayed).

(5) The statutory undertaker shall, within 40 working days of receipt of the As-built Survey provided under sub-paragraph (4), inform the undertaker of its approval or refusal to approve the survey.

(6) The statutory undertaker shall only be entitled to refuse to approve the survey provided under sub-paragraph (4) if the survey demonstrates that the works carried out at the cable crossing have not complied with the cable crossing design plan approved in accordance with paragraph (4).

(7) Where sub-paragraph (6) applies, the undertaker must immediately undertake works to rectify the non-compliance with the cable crossing design plan.

(8) Where the statutory undertaker does not provide a response within 40 working days in accordance with sub paragraph (5) the As-built Survey provided under sub paragraph (4) will be deemed to have been approved.

(9) Subject to provision of appropriate notice and compliance at all times to any applicable health and safety statutes, regulations or site rules, the statutory undertaker shall allow access for the undertaker or any agent or contractor on behalf of the undertaker to carry out the As-found Survey or As-built Survey.

Expenses

12. The undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with fulfilling its obligations under this Part of this Schedule.

Indemnity

13.—(1) Subject to paragraphs (2) and (3) and save as otherwise agreed in writing between the undertaker and the statutory undertaker if by reason or in consequence of the construction, use, maintenance or failure of any part of the authorised development any physical damage is caused to any of the statutory undertaker's assets, or there is any disruption to the construction of EA2, or there is any disruption in the service provided, or any losses are incurred by the statutory undertaker as a result of any damage to any of the EA2 Transmission Infrastructure, the undertaker must –

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring such services; and
- (b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or delay or the statutory

undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker; and

- (c) indemnify the statutory undertaker for any consequential loss of generation profit resulting from damage or disruption to the grid connection for EA2.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) Where EA2 Transmission Infrastructure has been transferred to an offshore transmission owner, from the date of such transfer, “statutory undertaker” under this paragraph 10 means:

- (d) in respect of the indemnity in subparagraph (1)(a) and (1)(b), where the event triggering the indemnity occurred on or after the date of the transfer of the EA2 Transmission Infrastructure, the offshore transmission owner;
- (e) in respect of the indemnity outlined in subparagraph (1)(c), the owner of the generation assets for EA2.

(6) No stage of the authorised development to which this Part of this Schedule applies and which may impact the statutory undertaker may commence unless and until the statutory undertaker is satisfied, acting reasonably, that:

- (f) the undertaker has provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same to the undertaker in writing; and
- (g) the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker that it shall maintain such acceptable insurance for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same in writing to the undertaker.

Expert determination

14.—(1) Subject to the provisions of this paragraph, article [62] (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the undertaker and statutory undertaker or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

- (3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.
- (4) All parties involved in settling any difference must use best endeavours to do so within 30 days from the date that an expert is appointed.
- (5) The expert must –
- (a) invite the parties to make submission to the expert in writing and copies to the other party to be received by the expert within 10 days of the expert's appointment;
 - (b) permit a party to comment on the submissions made by the other party within 10 days of receipt of the submission;
 - (c) issue a decision within 10 days of receipt of the submissions under sub-paragraph (b); and
 - (d) give reasons for the decision.
- (6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference or dispute that has been subject to expert determination may be referred to and settled by arbitration under article [62] (arbitration).
- (7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

Schedule 3

SUGGESTED REQUIREMENT WORDING REGARDING COMPULSORY ACQUISITION POWERS

Definitions to be added to Article [2] (Interpretation):

“scenario 1” means the scenario in which Work No. 1A and Work No. 1B are constructed under the East Anglia TWO Offshore Wind Farm Order 2022;

“scenario 2” means the scenario in which Work No. 1A and Work No. 1B are constructed under this Order;

Amendments to Requirement [4] (Stages of the Authorised Development):

Scenarios and Stages of the Authorised Development

[4] – (1) Subject to paragraph (2), the undertaker may commence, or exercise powers of compulsory acquisition under Part [5] of this Order in relation to, only either:

_____ (a) scenario 1; or

(b) scenario 2.

(2) In the event that land rights are granted and the relevant provisions under the East Anglia TWO Offshore Wind Farm Order 2022 are transferred to the undertaker by agreement between the undertaker and East Anglia TWO Limited, the undertaker may only commence scenario 1 and, for the avoidance of doubt, must not commence or exercise powers of compulsory acquisition in relation to scenario 2.

(3) The onshore transmission works must not commence or powers of compulsory acquisition under Part [5] of this Order be exercised, until notification has been submitted to the relevant planning authority as to whether the undertaker intends to commence scenario 1 or scenario 2.

(4) Unless otherwise agreed with the relevant planning authority, written notice setting out the anticipated programme for the carrying out of pre-commencement operations must be given to the relevant planning authority no less than seven days prior to the date on which those pre- commencement operations are first carried out.

(52) The authorised development may not commence until a written scheme setting out all stages of the authorised development has been submitted to the relevant planning authority.

(63) Any revisions to the written scheme referred to in sub-paragraph 4(2) above must be submitted to the relevant planning authority in advance of the commencement of the stage of the authorised development to which the revisions relate.

(74) Written notice of the completion of construction for each stage of the authorised development, and the operational use of that part of the authorised development, must be given to the relevant planning authority within 28 days of the relevant event being completed.

(85) The authorised development must be carried out in accordance with the written scheme submitted further to sub-paragraphs (52) or (63).