

# Hornsea Offshore Wind Farm

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Project Two

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**Statement of Common Ground between**

**Hornsea Project Two and Hornsea Project One**

**September 2015**

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Document title	Statement of Common Ground between Hornsea Project One and Project Two Onshore and Offshore matters
Document Reference	UK06-050210-STM-0052
Status	Final
Date	10 <sup>th</sup> September 2015
Project name	Hornsea Offshore Wind Farm, Project Two

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# 1 INTRODUCTION

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## 1.1 Reason for this Statement of Common Ground

1.1.1 This Statement of Common Ground (SoCG) has been prepared by Project Two and Project One as a means of clearly stating the areas of agreement, and any areas of disagreement, between the two parties in relation to the proposed Development Consent Order (DCO) application for the Hornsea Offshore Wind Farm, Project Two ('the Project'). This SoCG does not deal with or extend to any development other than the Project.

## 1.2 Approach to SoCG

1.2.1 In accordance with discussions between the Applicant and Project One, the SoCG is focused on the key issues raised by Project One during the pre-application consultation for Project Two.

1.2.2 Section 2 presents the consultation undertaken to date during the pre-application process.

1.2.3 Section 3 highlights the common ground that exists between both parties.

1.2.4 Section 4 highlights those matters subject to an ongoing discussion.

1.2.5 Section 5 highlights that there are no matters disagreed.

1.2.6 Throughout this document the phrase "It is agreed..." is used as a precursor to any point of agreement that has been specifically stated by agreement between the parties to this SoCG.

1.2.7 The phrase "It is not agreed..." is used as a precursor to any point that parties to this SoCG wish to state as not yet agreed.

## 1.3 The Development

- 1.3.1 The Project will constitute up to two offshore wind generating stations with a total capacity of up to 1,800 MW and will include all associated offshore and onshore infrastructure. There will be up to 360 turbines (depending on turbine type) within Project Two, with turbine capacities ranging from 5 MW up to 15 MW being considered.
- 1.3.2 The area within the Hornsea Zone in which the Project's turbines and inter-array cabling, as well as associated infrastructure such as offshore HVAC collector substations, offshore HVDC converter stations and offshore accommodation platforms will be placed, has been labelled 'Subzone 2'. Subzone 2 is located in the centre of the Hornsea Zone and has a total area of 462 km<sup>2</sup>. The western boundary of Subzone 2 lies 89 km from the coast of the East Riding of Yorkshire and the eastern boundary is 50 km from the median line between UK and Dutch waters.
- 1.3.3 The offshore cable route extends from the proposed landfall at Horseshoe Point in Lincolnshire, offshore in a north-easterly direction to the southern boundary of Subzone 2. The route is approximately 150 km in length. From the proposed landfall point at Horseshoe Point, onshore cables will connect the offshore wind generating stations to the onshore substation (which could comprise up to two electrical transmission stations) which will in turn, connect to the existing National Grid substation at North Killingholme in North Lincolnshire, a distance of approximately 40 km. For the purposes of this SoCG, 'offshore' refers to the land and seabed on the seaward side of the mean high water mark and 'onshore' refers to the land (and any seabed) on the landward side of the mean high water mark.
- 1.3.4 The Project comprises up to two offshore wind farms: Project A and Project B together with the associated development and grid connection for each project. Both wind farms have the same connection point into the National Grid substation and follow the same cable route.
- 1.3.5 Project A and Project B are likely to be constructed by different operators: Optimus Wind Limited ('Optimus Wind') in the case of Project A and Breesea Limited ('Breesea') in the case of Project B. Both Optimus Wind and Breesea are named as an undertaker within the Order. Optimus Wind is the relevant undertaker in relation to the Project A works, whilst Breesea is the relevant undertaker for the Project B works and the shared works, which can be carried out by Optimus Wind or Breesea. This is subject to the transfer provisions included within the DCO.
- 1.3.6 To facilitate this multi undertaker approach, the DCO provides for four deemed marine licences, two for Project A (one for the generating station (deemed marine licence A1) and one for the offshore transmission infrastructure (deemed marine licence A2)) and two for Project B (again, one for the generating station (deemed marine licence B1) and one for the offshore transmission infrastructure

(deemed marine licence B2)). The deemed marine licences for Project A are intended to be granted to Optimus Wind, with Breesea having the benefit of the deemed marine licences for Project B.

- 1.3.7 The DCO confers on Optimus Wind powers of compulsory acquisition, subject to the consent of Breesea, over land required for the Project A works and the shared works or to facilitate, or which is incidental to those works and it confers on Breesea powers of compulsory acquisition, subject to the consent of Optimus Wind, over land required for the Project B works and the shared works or to facilitate, or which is incidental to those works.
- 1.3.8 The works are described in such a way as to allow flexibility as to whether they form one or two wind generating stations together with the required associated development. This approach means that the consent granted will be flexible and will allow a commercial decision to be made post-consent on how Project Two will be built out.

## **1.4 Areas of Interaction between the Project and Project One**

### **Identified areas of Onshore Interaction**

- 1.4.1 Project One's onshore cable route stretches from the landfall at Horseshoe point to North Killingholme. It is located adjacent immediately to the south of Project Two cable route and runs parallel to it for most of its route as shown in the Project One/Project Two Interface plans (PINS document reference 7.4.5.4).
- 1.4.2 The locations where the Project Two cable route runs over the temporary compounds granted to Project One in its DCO are presented in the Project One/Project Two Interface plans (PINS document reference 7.4.5.4). However, this design means that, in the event of a simultaneous or overlapping construction programme with Project One or in the event that Project Two construction has completed prior to the commencement of the Project One construction, access to and use of some of the temporary construction compounds and work areas authorised by the Hornsea One Offshore Wind Farm Order 2014 will be prevented or restricted by the construction, or operation (where the cable for Project Two is installed directly beneath temporary construction compounds authorised by the Hornsea One Offshore Wind Farm Order 2014), of Project Two. In order to reduce the impacts to Project One in these circumstances, the Order contains some temporary construction working sites (referred to in the DCO as "compensation compounds") and means of access to those compensation compounds which are intended for temporary use by the Project One undertaker to compensate Project One and reduce the impacts of Project Two on Project One.
- 1.4.3 The Project Two Intertidal area is adjacent to the north of the Project One Intertidal area. There is an overlap of temporary working areas and permanent installation areas between the projects as shown on sheet 2 of the project One/Project Two Interface plans (PINS document reference 7.4.5.4).

- 1.4.4 There are restrictions of working periods in Condition 20(4) of the deemed marine licence 4 for Project One over the intertidal area that will require communication and cooperation between the projects.
- 1.4.5 Project Two and Project One are planning to install 400kV cables connecting their respective substation to the NGET substation. These cables are likely to cross each other.
- 1.4.6 Project Two and Project One intend to both use an access road owned by Centrica to access their onshore substation.
- 1.4.7 In February 2012, SMW agreed an option for a permanent acquisition of land for the purpose of locating the Project One and Project Two substations in North Killingholme. This option was acquired from Elba Developments Limited and Able Humber Ports Limited, the owner of the land. Project One and Project Two agreed the terms and conditions for sharing this parcel of land between the projects in November 2013, and the benefit of the option was then assigned from SMW to the relevant Project One and Project Two undertakers companies together in joint names.

#### **Identified areas of Offshore Interaction**

- 1.4.8 The offshore cable corridor of Project One overlaps the Project Two offshore cable corridor as shown in sheet 1 of the project One/Project Two Interface plans (PINS document reference 7.4.5.4).
- 1.4.9 If HVAC transmission technology is selected, the Project Two reactive compensation substations are located adjacent to the consented location of the Project One reactive compensation substation within the cable corridor, as presented in sheet 3 of the Offshore Work Plans (PINS document reference 5.1) and Figure 10.2 of the Offshore HVAC Reactive Compensation Substation NRA (PINS document reference 7.5.7.2).
- 1.4.10 Part of the Project two offshore cable corridor overlaps the Project One wind farm area as shown in sheet 1 of the project One/Project Two Interface plans (PINS document reference 7.4.5.4).
- 1.4.11 The Project Two disposal areas 2A (MMO Reference: HU209) and 2B (MMO Reference HU210) overlap the Project One disposal areas. The coordinates of the overlapping disposal areas 2A and 2B are presented in the deemed marine licence B2 (Project B: Transmission Assets) for Project Two under Work No. 5B (foreshore connection of electrical circuits) and also presented in Figure 1.1 of the Dredging and Disposal Site Characterisation report (PINS document reference 7.4.3.8)

## 2 CONSULTATION

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- 2.1.1 SMW was the promoter for Project One on behalf of project companies Heron Wind Limited, Njord Limited and Vi Aura Limited, who were the applicants for the DCO for Project One. Phase 1 Consultation was undertaken for Project Two at the same time as Phase 4 Consultation for Project One.
- 2.1.2 The consultation undertaken by SMW during the pre-application process is detailed in the Consultation Report (PINS document reference 2.1), which will accompany the DCO submission and which demonstrates how SMW has complied with its duties under Section 42, 47, 48 and 49 of the Planning Act 2008.

### **Engagement with Project One**

- 2.1.3 In December 2011 when DONG Energy Wind Power A/S acquired an interest in Project One the parties agreed on an overarching cooperation and collaboration agreement between Project One and Project Two in relation to onshore activities.
- 2.1.4 In November 2013 the parties signed a confidential cooperation agreement detailing how Project One and Project Two will split land for their substations on the agreed site.
- 2.1.5 In January 2014 Project Two and Project One setup a cooperation agreements working group to discuss and agree on ways to cooperate and collaborate between the parties on issues arising from the close proximity of the projects.
- 2.1.6 In March 2014, Project One and Project Two signed a further confidential cooperation agreement setting out overall terms of cooperation and documenting certain aspects of cable routing through the substation area.
- 2.1.7 At Phase 2 Consultation for Project Two, Project One was provided with the draft DCO application including the draft Environmental Statement. This phase of consultation started on 18 June 2014.
- 2.1.8 Project One was included on the Applicant's distribution list for the formal phases of consultation carried out pursuant to Section 42 of the Planning Act 2008. As part of the Phase 2 Consultation, Project One was sent a copy of the Preliminary Environmental Information Report (PEIR) in June 2014.
- 2.1.9 Project One was consulted through workshops and participated in a cable route walkover covering the proposed locations of compensation compounds and footpaths. The approach was discussed and agreed between the parties on August 2014 and informed the final plans submitted by the applicant to PINS on 30<sup>th</sup> January 2015.
- 2.1.10 In December 2014 prior to submission of Project Two to PINS, The Applicant submitted a draft DCO and deemed marine licences for Project One for review and comments.

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- 2.1.11 In February 2015, following the transfer of the remaining 66.6% of Project One to DONG Energy Wind Power A/S, it was agreed between the parties to continue to collaborate through monthly meetings and continuous dialogue in the future. This has been implemented through monthly calls with the wider Project One and Project Two teams and bi weekly calls with the Environmental teams for Project One and Project Two.
- 2.1.12 The Project and Project One will continue the ongoing communication noting that being under common ownership will facilitate this process.

### 3 ACCEPTED STATEMENTS

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- 3.1.1 It is agreed that through the pre-application process of the Project, the level of consultation and associated details has been sufficient in informing Project One of the development of the Project and the predicted / potential impacts on their operations.
- 3.1.2 It is agreed that Project One holds an interest in certain locations onshore and offshore within, or within the vicinity of, the area of the Project's onshore cable route, offshore cable route and agreements for lease.
- 3.1.3 It is agreed between the parties that:
- (i) From 21 August 2015 the ultimate and sole ownership of Optimus Limited, Breesea Limited (the "P2 Companies") and Heron Wind Limited, Njord Limited and Vi Aura Limited (the "P1 Companies") and SMW is held by DONG Energy A/S, meaning that these companies all have the same ultimate owner
  - (ii) for the avoidance of doubt, there has been no change to the undertakers under the Project One DCO and there is not intended to be any change to the undertakers under the draft Project Two DCO;
  - (iii) whilst it is extremely helpful that the two projects are under unified ownership at this time, the two Projects (i.e. Project One and Project Two) will be taken forward as 2 distinct and separate Projects, in anticipation of the involvement of third party investors in due course, and following the normal development model, and in anticipation that in any event the transmission assets for each Project will be transferred to the relevant appointed offshore transmission owner (OFTO) in due course;
  - (iv) it will be of assistance to the ExA and the Secretary of State to see that Protective Provisions in favour of the Project One Companies are included on the face of the DCO so that it is clear that there is a mechanism in place to resolve issues arising from the exercise of the various powers included in the Project Two draft DCO which have the potential to affect Project One;
  - (v) the indicative draft Protective Provisions in favour of the Project One Companies for inclusion in the Project Two draft DCO submitted by SMW at Deadline 2a have been the subject of continuing discussion between the project teams and are now in agreed form and included at Schedule 1 to this SoCG. It is intended that these Protective Provisions will be included in the next iteration of the draft DCO submitted to the Examination;
  - (vi) further, to ensure that pre-construction project plans for each of Project One and Project Two are prepared in cognisance of the other project's views (and that these views are available to the relevant authority charged with approving the plans) the projects have agreed Memoranda of Understanding in respect of the offshore and onshore aspects of Project One and Project Two and these are included at Schedule 2 to this SoCG.

3.1.4 It is agreed that the matters raised by the Project One Companies in their various representations and submissions to the ExA have been resolved on the following basis:

#### **Overlap of onshore and offshore order limits and powers of compulsory acquisition**

(i) Issues arising from the overlap between the onshore and offshore order limits (including inter-tidal matters) of Project Two and Project One are dealt with in the Protective Provisions.

(ii) The Project One Companies hereby withdraw their representations regarding this matter, on the basis that the Protective Provisions are included in the Project Two DCO, if granted by the Secretary of State.

#### **Wake loss**

(iii) The Projects are satisfied that this commercial issue is no longer an area of objection in relation to Project Two's DCO examination.

(iv) The Project One Companies hereby withdraw their representations regarding potential wake loss impact.

#### **Export cable across Project One array area**

(v) The question of any Project Two export cables being laid across the Project One array area is dealt with in the cable laying provisions in the Protective Provisions.

(vi) The Project One Companies hereby withdraw their representations regarding this matter, on the basis that the Protective Provisions are included in the Project Two DCO, if granted by the Secretary of State.

#### **Disposal of dredged materials in Project One disposal areas**

(vii) The question of the disposal of dredged materials arising from the Project Two export cables into the approved disposal areas for Project One is dealt with in the Protective Provisions.

(viii) The Project One Companies hereby withdraw their representations regarding this matter, on the basis that the Protective Provisions are included in the Project Two DCO, if granted by the Secretary of State.



## **4 MATTERS SUBJECT TO ONGOING DISCUSSION**

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4.1.1 The following matters subject to an ongoing discussion: none.



## **5 MATTERS NOT AGREED**

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- 5.1.1 All matters relating to the successful construction and operation of both projects are agreed.

## GLOSSARY

Term	Definition
SMW	SMart Wind
SoCG	Statement of Common Grounds
DCO	Development Consent Order
PINS	Planning Inspectorate
PEIR	Preliminary Environmental Impact Report
NGET	National Grid Electricity Transmission Plc
HVDC	High Voltage Direct Current
HVAC	High Voltage Alternating Current



## SCHEDULE 1

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## SCHEDULE L

### Protective Provisions

#### PART 11

##### Protection for the Hornsea One Companies

1.—(1) The following provisions apply for the protection of the Hornsea One Companies unless otherwise agreed in writing between the undertaker and the Hornsea One Companies.

(2) In this part of this Schedule—

"apparatus" means the cables, structures, or other infrastructure owned, occupied or maintained by any Hornsea One Company and their successors in title, including any offshore transmission owner, within the Hornsea One Order Land;

"construction" includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal and "construct" and "constructed" are construed accordingly;

"Hornsea One Companies" means all of the undertakers with the benefit of all or part of the Hornsea One Order for the time being, each of which must be a licenced holder under section 6 of the Electricity Act 1989, each of which is a "Hornsea One Company";

"Hornsea One Disposal Areas" means disposal site reference HU209 and HU210 whose coordinates are specified in the deemed marine licence in Schedule 11 of the Hornsea One Order;

"Hornsea One Order" means the Hornsea One Offshore Wind Farm Order 2014, as corrected by the Hornsea One Offshore Wind Farm (Correction) Order 2015 and as it may be amended from time to time;

"Hornsea One Order Land" means the land within the Order limits defined in the Hornsea One Order together with the land edged red on plan [xx];

"Hornsea One" means the wind farm(s) to be constructed pursuant to the Hornsea One Order including, whether pursuant to the Hornsea One Order or otherwise, all elements of the connection of the wind farm(s) to the national grid at Killingholme substation;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Hornsea One Order Land;

"proposed Hornsea One Circuit Route" means the proposed route for any electrical circuit to serve Hornsea One as shown on plans produced to the undertaker by the relevant Hornsea One Company pursuant to paragraph 15 of this Part;

"relevant Hornsea One Company" means the Hornsea One Company whose undertaking includes the part of Hornsea One or the part of the Hornsea One Order Land affected by the particular proposals of the undertaker;

“specified works(s)” means so much of any work or operation authorised by this Order (or any amendment to this Order or authorised by any planning permission or marine licence intended to operate in conjunction with this Order) as is:

- (a) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (seaward of MHWS); or
- (b) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (landward of MHWS); or
- (c) in, on, under, over, or within [ ] metres of other apparatus installed or to be installed a part of Hornsea One

**2.** The consent of a Hornsea One Company under this Part shall not be required where the Hornsea One Order has expired without the authorised development having been commenced pursuant to requirement 3 of the Hornsea One Order and/or the project has been abandoned.

**3.** Where conditions are included in any consent granted by a Hornsea One Company pursuant to this Part, the undertaker must comply with such conditions if it chooses to implement or rely on the consent, unless those conditions are waived or varied in writing by the relevant Hornsea One Company.

**4.** It shall be reasonable for the relevant Hornsea One Company to require as a condition of granting consent under this Part that the undertaker enter into a cable proximity agreement on reasonable terms reflecting industry good practice if the undertaker proposes to install an electrical circuit at any point closer than [500 metres] to the centre line of any electrical circuit installed to serve Hornsea One or is to cross a proposed Hornsea One Circuit Route.

**5.** The undertaker must not under the powers of this Order—

- (a) acquire any of the Hornsea One Order Land or acquire new or existing rights or interfere with existing rights or impose restrictive covenants or acquire any rights of temporary use over or in relation to the Hornsea One Order Land without the consent of the relevant Hornsea One Company, not to be unreasonably withheld or delayed but which may be made subject to reasonable conditions;
- (b) carry out any of the specified works without the consent of the relevant Hornsea One Company, not to be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**6.—**(1) Subject to obtaining consent pursuant to paragraph 5(b) above and before beginning to construct any specified work, the undertaker must submit plans of the specified work to the relevant Hornsea One Company and shall submit such further particulars available to it that such company may reasonably require.

(2) Any specified work must be constructed without unreasonable delay in accordance with the plans approved in writing by the relevant Hornsea One Company under this Part.

(3) Any approval of the relevant Hornsea One Company required under this paragraph 6 may be made subject to such reasonable conditions as it may make for the protection of the Hornsea One Order Land and the apparatus, and apparatus for Hornsea One not yet installed.

(4) If any part of the specified work is constructed otherwise than in accordance with the requirements of this Part the relevant Hornsea One Company may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part.

**7.** The undertaker must give to the relevant Hornsea One Company not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 28 days after completion of such construction, must give the relevant Hornsea One Company written notice of such completion.

**8.** The undertaker must at all reasonable times during construction of the specified works and thereafter allow the relevant Hornsea One Company, their servants and agents, access to such work and all reasonable facilities for inspection of any such work.

**9.** After the purpose of any temporary works has been accomplished the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing

from the relevant Hornsea One Company requiring the undertaker so to do, remove any such temporary works or any materials relating thereto which may have been placed by or on behalf of the undertaker:

- (a) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (seaward of MHWS); or
- (b) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (landward of MHWS).

**10.** With the exception of any duty owed by the relevant Hornsea One Company to the undertaker expressly provided for in the foregoing provisions of this Part, nothing in this Order is to be construed as imposing upon the relevant Hornsea One Company, either directly or indirectly, any form of duty or liability to which the relevant Hornsea One Company would not otherwise be subject which is enforceable by proceedings before any court.

**11.** The undertaker must consult the relevant Hornsea One Company in relation to any draft disposal plan which proposes to deposit material within the Hornsea One Disposal Areas and must make such amendments as are reasonably requested by the relevant Hornsea One Company prior to submission to the MMO for approval.

**12.** Subject to complying with all relevant health and safety considerations, the undertaker must permit representatives of the relevant Hornsea One Company on any vessel carrying out dredging and/or disposal activities related to the Hornsea One Disposal Areas to monitor and verify the dredging and disposal carried out in terms of location, method, timing, quantity, nature of materials and other relevant matters.

**13.** The undertaker must give reasonable notice in writing to the relevant Hornsea One Company of the intended departure of all such vessels referred to within paragraph 12 together with written information concerning the proposed dredging and disposal activities and shall comply with all reasonable requests from the relevant Hornsea One Company to enable such verification referred to be carried out effectively and efficiently.

**14.** The undertaker must provide to the relevant Hornsea One Company a copy of each disposal return required to be submitted to the MMO pursuant to the approved disposal plan under the Order relevant to the Hornsea One Disposal Areas, such returns to include, without limitation, the actual volumes of materials disposed of, the

disposal locations, the approved monitoring plan and the results of monitoring conducted.

**15.** To ensure its compliance with the provisions of this Part, undertaker shall prior to carrying out any works or operations pursuant to this Order request up to date written confirmation from the relevant Hornsea One Company of the precise route of any existing installed apparatus and any proposed Hornsea One Circuit Route or other apparatus to be installed by the relevant Hornsea One Company.

**16.** The undertaker and Hornsea One Companies shall each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

**17.** Any dispute arising between the undertaker and the relevant Hornsea One Company under this part of this Schedule is to be determined by arbitration under article 42 (arbitration).



## SCHEDULE 2

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## MEMORANDUM OF UNDERSTANDING

### BETWEEN

- (1) **HERON WIND LIMITED**, a company registered in England (Company Number 07640868) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB (“**Heron Wind**”)
- (2) **OPTIMUS WIND LIMITED** a company registered in England (Company Number 07883284) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB (“**Optimus**”); and
- (3) **BREESEA LIMITED** a company registered in England (Company Number 07883217) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB (“**Breesea**”);

each individually referred to as a “**Party**” and collectively as the “**Parties**”

### RECITALS

- (A) The Parties wish to enter into this Memorandum of Understanding in order to establish the terms upon which each party shall co-operate with the other in relation to the onshore aspects of Project One and Project Two.

It is therefore recorded by the Parties as follows:

## 1. Definitions and Interpretation

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### 1.1

“ <b>Project One DCO</b> ”	means the Hornsea One Offshore Wind Farm Order 2014;
“ <b>Project One undertaker</b> ”	means Heron Wind;
“ <b>Project Two DCO</b> ”	means the Hornsea Two Offshore Wind Farm Order [20XX];
“ <b>Project Two undertakers</b> ”	means Optimus and Breesea;
“ <b>relevant Project Two undertaker</b> ”	means the Project Two undertaker in respect of the works to which the plan or document relates ;

## 2. Commitments in respect of the Project One DCO

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- 2.1 The Project One undertaker agrees that prior to the submission of any plan or document required to be submitted for approval under the requirements of the Project One DCO, it will provide a copy of the plan or document to the Project Two undertakers.
- 2.2 The Project Two undertakers agree to provide any comments on the plan or document to the Project One undertaker within 14 days of receipt of the plan or document.
- 2.3 The Project One undertaker agrees that on submission of any plan or document required to be submitted for approval under the requirements of the Project One DCO, it will submit any comments received from the Project Two undertakers or a statement confirming that no such comments were received.

## 3. Commitments in respect of the Project Two DCO

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- 3.1 The Project Two undertakers agree that prior to the submission of any plan or document required to be submitted for approval under the requirements of the Project Two DCO, the undertaker in respect of the works to which the plan or document relates will provide a copy of the plan or document to the Project One undertaker.
- 3.2 The Project One undertaker agrees to provide any comments on the plan or document to the relevant Project Two undertaker within 14 days of receipt of the plan or document.

- 3.3 The Project Two undertakers agree that on submission of any plan or document required to be submitted for approval under the requirements of the Project Two DCO, the relevant Project Two undertaker will submit any comments received from the Project One undertaker or a statement confirming that no such comments were received.

**4. Participation in Liaison meetings.**

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- 4.1 The Parties agree to participate in liaison meetings with one another as requested from time to time by the local planning authority in writing in advance, which meetings shall be chaired by the local planning authority and shall consider such matters as are determined by the local planning authority relating to the efficient construction and operation of the onshore works under the Project One DCO where they have an impact on the efficient construction and operation of the onshore works under the Project Two DCO, and vice versa.

**5. Legal Status**

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- 2.1 This Memorandum of Understanding is not and is not intended to be legally binding.

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

- (1) **HERON WIND LIMITED**, a company registered in England (Company Number 07640868) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB, ("**Heron Wind**")
- (2) **NJORD LIMITED**, a company registered in England (Company Number 07640851) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB ("**Njord**")
- (3) **VI AURA LIMITED**, a company registered in England (Company Number 08608175) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB ("**Vi Aura**")
- (4) **OPTIMUS WIND LIMITED** a company registered in England (Company Number 07883284) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB ("**Optimus**"); and
- (5) **BREESEA LIMITED** a company registered in England (Company Number 07883217) whose registered office is c/o Watson, Farley & Williams, 15 Appold Street, London EC2A 2HB ("**Breesea**");

each individually referred to as a "**Party**" and collectively as the "**Parties**"

### RECITALS

- (A) The Parties wish to enter into this Memorandum of Understanding in order to establish the terms upon which each party shall co-operate with the other in relation to the offshore aspects of Project One and Project Two.

It is therefore recorded by the Parties as follows:

## 1. Definitions and Interpretation

---

### 1.1

" <b>Project One DCO</b> "	means the Hornsea One Offshore Wind Farm Order 2014;
" <b>Project One undertakers</b> "	means Heron Wind Limited, Njord Limited and Vi Aura Limited;
" <b>Project Two DCO</b> "	means the Hornsea Two Offshore Wind Farm Order [20XX];
" <b>Project Two undertakers</b> "	means Optimus Wind Limited and Breesea Limited;
" <b>relevant Project One undertaker</b> "	means the Project One undertaker who is the licence-holder under the deemed marine licence in respect of which the plans or documentation issued for comment relate
" <b>relevant Project Two undertaker</b> "	means the Project Two undertaker who is the undertaker under the deemed marine licence in respect of which the plans or documentation issued for comment relate

## 2. Commitments in respect of the Project One DCO

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- 2.1 The Project One undertakers agree that prior to the submission of the pre-construction plans and documentation required to be submitted to the MMO for approval under Condition 13 of each of the deemed marine licences set out in Schedules 8, 9, 10 and 11 of the Project One DCO, the Project One undertaker who is the licence-holder under the relevant deemed marine licence will provide a copy of the plans and documentation to the Project Two undertakers.
- 2.2 The Project Two undertakers agree to provide any comments on the plans and documentation to the relevant Project One undertaker within 14 days of receipt of the plans and documentation.

- 2.3 The Project One undertakers agree that the relevant Project One undertaker will submit to the MMO, at the same time that each programme, statement, plan, protocol or scheme is submitted for approval under Condition 13:
- 2.3.1 a statement confirming that the relevant Project One undertaker has complied with the requirement to provide a copy of the plans and documentation to the Project Two undertakers; and
- 2.3.2 any comments received by the relevant Project One undertaker in respect of the plans or documentation, or a statement from the relevant Project One undertaker confirming that no such comments were received.

### **3. Commitments in respect of the Project Two DCO**

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- 3.1 The Project Two undertakers agree that prior to the submission of the pre-construction plans and documentation required to be submitted to the MMO for approval under Condition 10 of each of the deemed marine licences set out in Schedules H, I, J and K of the Project Two DCO, the Project Two undertaker who is the undertaker under the relevant deemed marine licence will provide a copy of the plans and documentation to the Project One undertakers.
- 3.2 The Project One undertakers agree to provide any comments on the plans and documentation to the relevant Project Two undertaker within 14 days of receipt of the plans and documentation.
- 3.3 The Project Two undertakers agree that the relevant Project Two undertaker will submit to the MMO, at the same time that each programme, statement, plan, protocol or scheme is submitted for approval under Condition 10:
- 3.3.1 a statement confirming that the relevant Project Two undertaker has complied with the requirement to provide a copy of the plans and documentation to the Project One undertakers; and
- 3.3.2 any comments received by the relevant Project Two undertaker in respect of the plans or documentation, or a statement from the relevant Project Two undertaker confirming that no such comments were received.

### **4. Participation in Liaison meetings.**

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- 4.1 The Parties agree to participate in liaison meetings with one another as requested from time to time by the MMO in writing in advance, which meetings shall be chaired by the MMO and shall consider such matters as are determined by the MMO relating to the efficient operation of a deemed marine licence where it has an impact on the efficient operation of any other deemed marine licence(s) issued under the Project One DCO or the Project Two DCO (including as varied or transferred).

### **5. Legal Status**

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- 5.1 This Memorandum of Understanding is not and is not intended to be legally binding.