

East Anglia THREE
Offshore Windfarm

East Anglia THREE

Funding Statement (Signed)

Document Reference – Deadline 2/ Funding
Statement/ CA14



East Anglia THREE Limited

East Anglia THREE Offshore Windfarm

Funding Agreement

Agreement
relating to
the proposed East Anglia THREE Offshore
Windfarm between:

East Anglia THREE Limited ⁽¹⁾ and
Scottish Power UK plc ⁽²⁾

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DATED 27 JULY 2016

- (1) **East Anglia THREE Limited**, a company incorporated in England and Wales (company number 08141208) whose registered office is at 3rd Floor, 1 Tudor Street, London EC4Y 0AH (EATL);
- (2) **Scottish Power UK plc** a company incorporated in Scotland (company number SC117120) whose registered office is at 1 Atlantic Quay Glasgow G2 8SP (the **Parent Co**).

RECITALS

- A. EATL is seeking a DCO to authorise the construction of the Development.
- B. Powers to acquire the Specified Third Party Interests are sought in the Application.
- C. It is necessary for the Specified Third Party Interests to be acquired by EATL in order for the Development to be carried out.
- D. East Anglia Offshore Wind Limited, a company incorporated in England and Wales (company number 06990367) whose registered office is at 3rd Floor, 1 Tudor Street, London EC4Y 0AH) (**EAOWL**) is the sole shareholder of EATL. The shareholders of EAOWL are Vattenfall Wind Power Ltd, a company incorporated in England and Wales (company number 06205750) and Scottish Power Renewables (UK) Limited (Company Number NI028425). ScottishPower Renewables (UK) Limited is a subsidiary of ScottishPower Renewable Energy Limited (Company Number SC326127), which in itself is a subsidiary of the Parent Co.
- E. The Parent Co has agreed to fund 100% (one hundred percent) of the full Compensation and Costs of the acquisition of the Specified Third Party Interests on the terms of this Deed in the event of EATL failing to settle a Claim following it being agreed or determined by the Lands Tribunal.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention applies, the following definitions apply:

1990 Act	the Town and Country Planning Act 1990
Affiliate	in relation to any party, an entity which is the ultimate holding company or a parent undertaking of that party or a subsidiary undertaking of such ultimate holding company

or parent undertaking and for the purpose of such definition "parent undertaking" and "subsidiary undertaking" shall have the meanings ascribed to them in Section 1162(2) of the Companies Act 2006 as amended provided always that: (i) for the purpose of determining if an entity is a subsidiary undertaking within Section 1162(2), the existence of any security over any shares in an entity which would otherwise be a subsidiary undertaking shall be ignored; and (ii) with regard to EATL, its affiliates shall be deemed to include Scottish Power UK plc and its respective Affiliates (as hereinbefore defined);

Agreement Period

the period from and including the date of this Deed to and including the later of (a) the day after the Part 1 Claim Limitation Date or (b) the date the last Claim that is made before the relevant Limitation Date is settled;

Application

the application for the DCO to authorise the construction operation and maintenance of the Development known as the East Anglia THREE Offshore Windfarm;

Blight Notice

any valid blight notice served on EATL under the provisions of Sections 149 - 171 of the 1990 Act in respect of any Specified Third Party Interest;

Claim

a valid claim for compensation by a Specified Third Party under one or more of the Relevant Causes of Action in relation to the DCO and/or the Development;

Compensation

the amounts properly due to be paid to a Specified Third Party arising as a result of a successful Claim and determined in accordance with the Compensation Code and including statutory interest thereon calculated with the Compensation Code;

Compensation Code

the statutory regime including (without limitation) the Land Compensation Act 1961, Compulsory Purchase Act 1965, Land Compensation Act 1973, Town and Country Planning Act 1990, Planning and Compensation Act 1991 and Planning and Compulsory Purchase Act 2004 and the case law governing compensation payments, liability to pay, and calculations arising from acquisition of land and/or rights or extinguishment overriding or other interference with rights by or under threat of compulsory acquisition pursuant to the powers contained in the DCO;

Compulsory Acquisition Actions

service of a Notice to Treat and/or the vesting of land pursuant to a Vesting Declaration or the overriding and extinguishment or other interference with rights in land;

Confidential Information

shall mean all analyses, computer files (whether or not reduced to written form), compilations, memoranda, notes, reports, studies, data, drawings, films, information and documentation of all kinds (including, without limitation, copies, extracts and summaries thereof and all other material containing or based in whole or in part on any such information whichever party may have prepared the same) disclosed by the Disclosing Party or its Affiliates in connection with this Deed (the "**Purpose**") in whatsoever form whether written, oral, electronically or otherwise, directly or indirectly to the Receiving Party or which comes into the possession or knowledge of the Receiving Party as a result of the Purpose, or the relationship of the parties hereto arising from this Deed, and whether before or after the date of this Deed;

Costs

the costs, liabilities and expenses that reasonably may be included in a Claim as specified in Schedule 1 and which are reasonably and properly incurred by a Specified

	Third Party;
DCO	the development consent order made pursuant to the Application;
Development	the nationally significant infrastructure project known as the East Anglia THREE Offshore Wind Farm;
Disclosing Party	any party who may have disclosed or may further disclose Confidential Information to a Receiving Party;
Index	the Retail Prices Index provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties to this Deed or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used;
Index Linked	adjusted in proportion to any increase in the Index between the date of this Deed and the date the particular payment is made calculated in accordance with Clause 7.1;
Lands Tribunal	the Lands Chamber of the Upper Tribunal;
Limitation Date	the date on which, if a reference is made to the Lands Tribunal, it could be defended by EATL on the ground that the relevant period for such a claim has expired and the Limitation Act 1980 applies so as to time-bar the claim;
Notice to Treat	a notice to acquire land and/or rights served under the powers in the DCO and Section 5 of the Compulsory Purchase Act 1965;
Order Land	the land and rights specified in the book of reference certified as being the Book of Reference relating to the DCO by the order making authority;

Part 1 Claim Limitation Date	the date seven years and one day after the Relevant Date;
Part 1 Claims	claims for compensation for depreciation of land as a result of public works under Part 1 of the Land Compensation Act 1973;
Qualifying Interest	<p>an interest in land affected by the Development as a result of:</p> <p>(a) its inclusion as Order Land in the DCO;</p> <p>(b) its inclusion as Order Land within the Application and subsequently the subject of a Blight Notice;</p> <p>(c) being affected by the use of the Development (for the purposes of this subparagraph only) shall mean that part of the Development on the Site and fulfilling the requirements for a Claim under Part 1 of the Land Compensation Act 1973;</p>
Receiving Party	any party to whom a Disclosing Party may have disclosed or may further disclose Confidential Information;
Relevant Cause of Action	the statutory provisions relating to claims listed in Parts 1, 2 and 3 of Schedule 2 that relate to the Order Land;
Relevant Date	the date on which the Development is first used for the purpose of generating electricity for export into the distribution and or transmission network;
Relevant Requirements	All applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010;
Relevant Valuation Date	in relation to each Relevant Cause of Action, the date specified as being the Relevant Valuation Date in the relevant Part of Schedule 2;

Specified Date	The date on which a Claim is made under this Deed by a Specified Third Party;
Specified Third Party	that class of persons holding Specified Third Party Interests at the Relevant Valuation Date and as are further described in Schedule 3;
Specified Third Party Interests	those interests in the Order Land or Part 1 Claims held by Specified Third Parties who have from time to time a Claim in relation to the Development;
Statutory Interest	interest on any compensation calculated in accordance with the Acquisition of Land (Rate of Interest after Entry) Regulations 1995;
Vesting Declaration	a general vesting declaration made under the powers in the DCO and pursuant to the Compulsory Purchase (Vesting Declarations) Act 1981;
Working Days	days on which clearing banks in the City of London are (or would be but for a strike, lock out or other stoppage affecting particular banks or banks generally) open during banking hours, excluding for the avoidance of doubt Saturdays and Sundays and bank or other public holidays.

2. GENERAL INTERPRETATION

Unless there is something in the subject or context which is inconsistent:

- 2.1 words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender and vice versa;
- 2.2 words importing the singular number only shall include the plural number and vice versa;
- 2.3 words importing persons shall include firms, companies and corporations and vice versa;
- 2.4 any reference to a statute (whether or not specifically named in this Deed) shall include any amendment or re-enactment of it for the time being in force and shall include all instruments, orders, plans, regulations, bye-laws, permissions and directions for the time being made issued or given under it or deriving validity from it;
- 2.5 references to a clause or paragraph or schedule is, unless the context otherwise requires, to a clause or paragraph or schedule in this Deed and the index, the clause,

paragraph and schedule titles or headings, and the recitals appearing in this Deed are for reference only and shall not affect the construction of this Deed ; and

- 2.6 words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done.

3. CONDITIONALITY AND LIMITATION

- 3.1 The Provisions of Clause 4 as they relate to the Claims described in Part 3 of Schedule 2 shall not be binding on the Parent Co until the Application has first been submitted to the Secretary of State by EATL.

- 3.2 The provisions of Clause 4 as they relate to the Claims described in Part 1 of Schedule 2 shall not be binding on the Parent Co until each of the following has occurred:

3.2.1 the DCO has been made; and

3.2.2 Compulsory Acquisition Actions have been taken by EATL.

- 3.3 The obligations in Clause 4 as they relate to Part 1 Claims shall not bind the Parent Co until each of the following has occurred:

3.3.1 the Relevant Date; and

3.3.2 twelve calendar months have elapsed following the Relevant Date.

- 3.4 Save for Part 1 Claims (to which the provisions of Clause 3.5 shall instead apply) the obligations in Clause 4 shall not be enforceable against the Parent Co in relation to any Claim after the Limitation Date if such Claim has not been communicated to EATL or (if such Claim has been communicated to EATL) no reference relating to that Claim has been made to the Lands Tribunal before the day immediately following the Limitation Date.

- 3.5 The obligations in Clause 4 shall not be enforceable against the Parent Co in relation to any Claim as referred to in Part 2 of Schedule 2 after the Part 1 Claim Limitation Date if such claim has not been communicated to EATL or (if such Claim has been communicated to EATL) no reference relating to that Claim has been made to the Lands Tribunal before the day immediately following the Part 1 Claim Limitation Date.

4. COVENANTS AS TO COMPENSATION PAYMENTS BY THE PARENT CO TO EATL

- 4.1 If EATL agrees in writing or is required (by court order Lands Tribunal award or other legally binding process) to pay an amount to a Specified Third Party in satisfaction of a Claim, the Parent Co shall, within 20 Working Days of receipt of a written demand from EATL pay 100% (one hundred percent) of the agreed or assessed amount of the Claim to the Specified Third Party on behalf of EATL or, in the absence of a demand from EATL, within 20 Working Days of receipt of a valid written demand from the relevant Specified Third Party, pay the sum so due to be paid to it to the Specified Third Party on and subject to the terms of this Deed.

- 4.2 Statutory Interest shall be payable on any sum due under clause 4.1 in accordance with the Compensation Code.

- 4.3 The Parent Co shall not be obliged to make any payment pursuant to Clause 4.1 to the extent that the Specified Third Party has previously been paid such amount in respect of the relevant Claim.

- 4.4 The Parent Co shall not be obliged to make any payment pursuant to Clause 4.1 to the extent that it has previously paid such amounts in respect of any relevant Claims or Costs that in aggregate exceed the sum of (the "Cap") (£3,742,114 in total). The Parent

Co shall be liable for 100% (one hundred percent) of any payment required to be made pursuant to Clause 4.1 subject to the Cap.

- 4.5 Save as expressly provided for in this Deed, the Parent Co covenants with EATL not to determine its obligations to EATL under this Deed during the Agreement Period.
- 4.6 Save as expressly provided for in this Deed, EATL covenants with the Parent Co not to determine or waive the Parent Co's obligations to EATL under this Deed during the Agreement Period.

5. THIRD PARTIES

- 5.1 The provisions of Clause 4 and 6 of this Deed (together with this Clause 5) shall be enforceable by Specified Third Parties pursuant to the Contracts (Rights of Third Parties) Act 1999 (provided always that a Specified Third Party shall only be entitled to enforce the provisions of Clause 4 in relation to Claims against EATL by that Specified Third Party).
- 5.2 Subject to Clause 5.1, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 and the parties do not intend that any such third party rights are created by this Deed.

6. ASSIGNMENT AND NOVATION

- 6.1 Despite the provisions of Section 2(1) of the Contract (Rights of Third Parties) Act 1999, no party shall be required to seek the consent of any Specified Third Party to any assignment, parting with, dealing with or novation of any right or obligation under this Deed where Clause 6.2 applies.
- 6.2 The parties agree, for the benefit of each other and the Specified Third Parties, that each of the Parent Co and EATL shall be entitled to assign their rights under this Deed, in whole or in part (or to novate their rights and obligations under this Deed) if:
- 6.2.1 in the case of the assignment or novation of this Deed by EATL, such assignment is to a person to whom the Secretary of State has provided a consent under the DCO to receive a transfer of the powers in the DCO;
- 6.2.2 in the case of the assignment or novation of this Deed by the Parent Co, either:
- (a) the assignment or novation is to a person (whether within a group company of the Parent Co or otherwise) which is of a broadly equivalent, or better, financial standing to the Parent Co at the time that the assignment or novation is made (and in determining the financial standing of the proposed assignee, regard shall be had to the strength of any relevant parent company support and any credit facilities in place for the benefit of the proposed assignee); or
 - (b) if not within (a) above in the event that the assignment or novation is to a person which is not of a broadly equivalent, or better, financial standing to the Parent Co at the time that the assignment or novation is made:
 - (i) the consent of all Specified Third Parties which are identifiable as Specified Third Parties or would qualify as such if the Relevant Valuation Date was (for the purposes of this clause only) deemed to be the date on which the consent of the relevant Specified Third Party interest to the intended assignment or novation is sought (if any) at the date of the proposed assignment or novation has been obtained in writing; or

- (ii) a bank guarantee or bond has previously been secured in favour of all of the Specified Third Parties who are identifiable as Specified Third Parties or would qualify as such if the Relevant Valuation Date was (for the purposes of this clause only) deemed to be the date on which the bank guarantee is secured, to cover any outstanding Claims which have been made but not yet settled or which could be validly made at the date that the bank guarantee or bond is secured up to the maximum amount of the Cap and which can be called upon by the Specified Third Parties and in which case no consent of the Specified Third Parties shall be required prior to such assignment or novation taking effect.

7. INDEXATION

7.1 The Cap shall be adjusted by the application of the formula $A = B \times C/D$ where:

A is the sum actually payable on the Specified Date;

B is the original Cap mentioned in this Deed;

C is the value of the Index for the month before the Specified Date;

D is the value of the Index for the month before the date of this Deed; and

C/D is equal to or greater than 1.

8. NO WAIVER

No failure or delay on the part of any of the parties hereto to exercise any right or remedy under this Deed shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Deed are cumulative and are not exclusive of any rights or remedies provided by law.

9. CONFIDENTIALITY

9.1 The Receiving Party shall:

9.1.1 maintain the Disclosing Party's (and its Affiliates') Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than that which the Receiving Party applies to its own confidential information;

9.1.2 not without the prior written consent of the Disclosing Party, which shall not be unreasonably withheld or delayed, disclose the Confidential Information, other than to such of its directors or in board communications, to officers or employees or those of its Affiliates who need to know it for the Purpose, or to the Receiving Party's lawyers, accountants, bankers and other professional advisers or consultants who need to know it for advising in relation to the Purpose and provided that, (a) such disclosure is made under obligations of confidentiality on terms substantially the same as those contained herein, or (b) such employees, officers and directors are obliged by their contracts of employment or service not to disclose the same;

9.1.3 not use or permit the use of the Confidential Information disclosed to it pursuant to this Deed other than for or in connection with the Purpose;

- 9.1.4 not permit the disclosure and shall use its reasonable endeavours to prevent the disclosure of Confidential Information to or by any third party, without the Disclosing Party's prior consent in writing therefore; and
 - 9.1.5 not copy, reproduce or reduce to writing any material part of the Confidential Information except as may be reasonably necessary for the Purpose.
- 9.2 The obligations and restrictions provided in Clause 9.1 above shall not apply to Confidential Information that is:
- 9.2.1 now or becomes public knowledge otherwise than by breach of this Deed by the Receiving Party;
 - 9.2.2 lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence;
 - 9.2.3 lawfully disclosed to the Receiving Party by a third party without breach by the Receiving Party or such third party of any obligation of confidentiality or non-use towards the Disclosing Party;
 - 9.2.4 required to be disclosed by order of a court of a competent jurisdiction or to any government department or any governmental or regulatory agency or pursuant to the rules of any recognised stock exchange but only to the extent that disclosure thereto is compellable by law, provided always that wherever possible the Disclosing Party shall be given by the Receiving Party not less than two (2) days' prior notice of any action which it reasonably believes may result in any such requirement and the Receiving Party shall consult with the Disclosing Party in respect thereof;
 - 9.2.5 required to be disclosed to such extent required for any judicial, arbitration or determinative procedure provided always that wherever possible the Disclosing Party shall be given by the Receiving Party not less than two (2) working days' notice of the requirement for such disclosure and details of the related procedure, and the Receiving Party shall consult with the Disclosing Party in respect thereof; or
 - 9.2.6 required to be disclosed to such extent required to a Specified Third Party.
- 9.3 The Disclosing Party reserves all rights in the Confidential Information and no rights or obligations other than those expressly recited herein are granted or to be implied from this Deed. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual or industrial property right now or in the future held, made, obtained or licensable by the Disclosing Party.
- 9.4 The parties agree to keep the existence and nature of this Deed and the discussions between the parties regarding the Purpose confidential and not to release or make a publicity statement, advertisement or other disclosure with regard to this Deed without the prior written consent of the other Party.
- 9.5 On termination of this Deed for any reason, the Receiving Party shall on the written request of the Disclosing Party return and/or destroy all Confidential Information and certify in writing to the Disclosing Party that it has complied with such request. Provided, however, that the Receiving Party shall not be required to deliver up or destroy material prepared by or on behalf of the Receiving Party for the Purpose which contains or is based in whole or in part on the Confidential Information, nor to the extent that the making and retention of such Confidential Information is required by law or required as part of the Receiving Party's internal governance procedures, nor to deliver up or to destroy any hard drive, computer system or other electronic media storage device containing Confidential Information.

- 9.6 The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information which is provided by or on behalf of the Disclosing Party to the Receiving Party and the Disclosing Party shall have no liability to the Receiving Party resulting from the use of such Confidential Information, any such use being at the risk of the Receiving Party.
- 9.7 Without prejudice to any other rights or remedies that the Disclosing Party may have, the parties acknowledge and agree that damages may not be an adequate remedy for any breach by a party (including, without limitation, its directors, officers, employees, affiliates, lawyers, accountants, bankers and other professional advisors) of the provisions of this Deed. Each party will be entitled to seek the remedies of injunction, specific performance or other equitable relief (or their equivalent in any other jurisdiction) for any threatened or actual breach of the provisions of this Deed by any of the other parties, including, without limitation, its directors, officers, employees, affiliates, lawyers, accountants, bankers and other professional advisors. Any breach of this Deed by the Receiving Party's directors, officers, employees, affiliates, lawyers, accountants, bankers and other professional advisors, shall be deemed to be a breach by the Receiving Party.

10. NOTICES

- 10.1 Any notice, acknowledgement, approval, consent or other document to be given or sent under this Deed may be delivered personally or sent by first class post or (subject to Clause 10.2) by such other method as (under the law in force at the time) is a proper form and mode of service for formal legal proceedings to the party to be served at that party's address appearing in this Deed or such other address as that party may notify to the other.
- 10.2 Notwithstanding Clause 10.1, electronic mail or any other similar form of communication (however called) is not a valid form of service or means of formal communication for the purposes of this Deed.
- 10.3 Any such notice or document shall be deemed to have been served:
- 10.3.1 if delivered, or faxed (unless notification is received by the sender that the fax has not been transmitted or received by the receiving terminal), at the time of delivery; and
 - 10.3.2 if posted, at the expiration of 48 hours after the envelope containing the notice is put in the post.
- 10.4 A notice is to be treated as properly given if compliance is made with the provisions of section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).
- 10.5 A notice to be given under this Deed may be given by the relevant party's solicitors.

11. ANTI-BRIBERY AND ANTI-CORRUPTION

- 11.1 Each party shall:
- 11.1.1 comply with all Relevant Requirements; and
 - 11.1.2 have and shall maintain in place throughout the term of this Deed, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010.
- 11.2 For the purpose of this Clause 11, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).

12. ENTIRE AGREEMENT

12.1 This Deed embodies and sets forth the entire agreement of the parties and supersedes all prior oral or written agreements, representations, warranties, understandings or arrangements relating to the subject matter of this Deed. None of the parties shall be entitled to rely on any agreement, representation, warranty understanding or arrangement which is not expressly set forth in this Deed.

13. SEVERABILITY

13.1 If any provision of this Deed or the application of such provision shall be held to be illegal or unenforceable the remainder of this Deed shall be unaffected thereby.

14. CHOICE OF LAW AND JURISDICTION

14.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including, but not limited to, any non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

15. COUNTERPARTS

15.1 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

This Agreement is executed and delivered as a deed on the date first written above

SCHEDULE 1

The Costs

- 1 Subject to the terms of this Deed, the Costs comprise:
 - 1.1 any costs, fees or expenses which EATL is ordered to or otherwise obliged to pay to any Specified Third Party in the course of or as a result of any proceedings relating to the DCO and its implementation, including any costs, fees or expenses awarded by the High Court in any action for judicial review;
 - 1.2 compensation for the acquisition of a Specified Third Party Interest, including the value of the land or rights, severance, injurious affection, disturbance and other matters not directly based on the value of land and as specified in Schedule 2;
 - 1.3 compensation properly payable to a Specified Third Party Interest having the legal benefit of any rights or interests in the Site interfered with as a consequence of the exercise of compulsory purchase powers or vesting of land and/or rights in EATL;
 - 1.4 compensation for the acquisition of any other land which is acquired by EATL following the service of a notice served pursuant to Section 8 of the Compulsory Purchase Act 1965, including the value of the land or rights, severance, injurious affection, disturbance and other matters not directly based on the value of land.
 - 1.5 any advance payments made pursuant to Section 52 of the Land Compensation Act 1973 in respect of any interests referred to in paragraphs 1.2 - 1.4;
 - 1.6 loss payments due pursuant to Part III of the Land Compensation Act 1973;
 - 1.7 disturbance payments made pursuant to Section 37 of the Land Compensation Act 1973;
 - 1.8 compensation pursuant to Section 20 of the Compulsory Purchase Act 1965;
 - 1.9 stamp duty land tax and land registry fees arising out of the acquisition of any interest referred to in paragraphs 1.2-1.4 and the vesting of such interests in EATL and stamp duty land tax thereon, if any;
 - 1.10 any costs awarded to any Specified Third Party by the Lands Chamber of the Upper Tribunal;
 - 1.11 any compensation to any Specified Third Party payable pursuant to section 8 of the Human Rights Act 1998;

1.12 any compensation payable pursuant to section 23 Land Compensation Act 1961;

2 The following provisions shall apply to the Costs:

2.1 Costs counted under one head shall not, to that extent, be counted under another;

2.2 Costs do not include any expenditure which has been incurred or ascertained otherwise than in accordance with the provisions of this Deed;

3 Costs may not be recovered under this Deed if they are capable of being recovered under any other form of agreement order or process.

SCHEDULE 2

Relevant Cause of Action

Part 1

Compulsory Acquisition Claims

A: Land Clauses Consolidation Act 1845

B: Land Compensation Act 1961

C: Compulsory Purchase Act 1965

D: Land Compensation Act 1973 (with the exception of Part 1)

The Relevant Valuation Date for the above Claims shall be determined in accordance with Section 5A of the Acquisition of Land Act 1981, save for claims under Section 10 of the Compulsory Purchase Act 1965 for which the Relevant Valuation Date shall be the date the right or covenant to which that Claim relates is first breached by EATL or extinguished by statutory process.

Part 2

Part 1 Claims

E: Claims pursuant to Part 1 of the Land Compensation Act 1973 for depreciation caused by the use of public works on the Site.

The Relevant Valuation Date for claims under this Part shall be the Relevant Date.

Part 3

F: The Town & Country Planning Act Part 6, Chapter 2, Schedule 13

The Relevant Valuation Date for such claims shall be the date of the service of a Blight Notice.

G: Human Rights Act 1998, Section 8

The Relevant Valuation Date for such claims shall be the date on which the relevant cause of action first arises.

SCHEDULE 3

THE SPECIFIED THIRD PARTIES

The Specified Third Parties are:

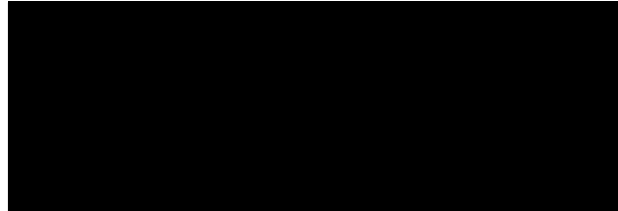
- 1 In relation to a Relevant Cause of Action listed under Part 1 of Schedule 2 the person who has a Claim as a result of their being a Qualifying Person as defined in Section 12 of the Acquisition of Land Act 1981 and holding an interest in the Order Land on the Relevant Valuation Date; or (in relation to a Claim under Section 10 of the Compulsory Purchase Act 1965) held a right that was extinguished or interfered with on the Relevant Date.
- 2 In relation to a Relevant Cause of Action under Part 2 of Schedule 2 the person who on the Relevant Date held a Qualifying Interest and also meeting the requirements of a valid claim under Part 1 of the Land Compensation Act 1973.
- 3 In relation to a Relevant Cause of Action made under Part 3 of Schedule 2 a person holding a Qualifying Interest and satisfying the requirements of a "qualifying interest" pursuant to Section 149(2) of the 1990 Act on the date the blight notice to which the Claim refers was served.

Executed as a Deed by

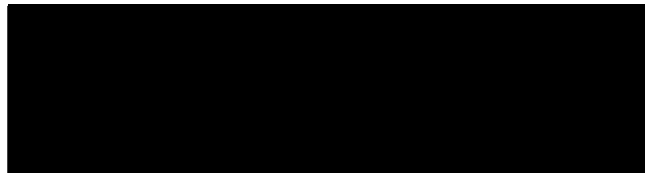
Scottish Power UK plc

acting by a director and its

Secretary, or two Directors



Director



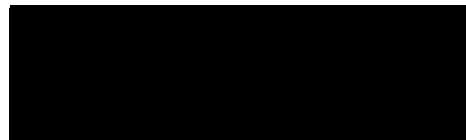
Director/Secretary

Executed as a deed by

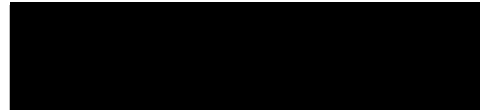
by **East Anglia THREE Limited**

acting by a director and its

Secretary, or two Directors



Director



Director/Secretary