

**SCOTTISHPOWER
RENEWABLES**

East Anglia ONE North and East Anglia TWO Offshore Windfarms

Memorandum of Understanding between ScottishPower Renewables (UK) Limited and East Suffolk Council

Applicants: East Anglia ONE North Limited and East Anglia TWO Limited
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Applicable to **East Anglia ONE North and **East Anglia TWO****

ScottishPower Renewables – East Anglia Offshore Wind Zone - Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on ...

Between:

1. ScottishPower Renewables(UK) Limited
2. East Suffolk Council

(Together “the Parties”)

Context

East Anglia Offshore Wind Zone

1. ScottishPower Renewables (UK) Limited, a company incorporated with company number NI028425 with its registered office at The Soloist, 1 Lanyon Place, Belfast, Northern Ireland, BT1 3LP (“SPR”) is developing two new Nationally Significant Infrastructure Projects off the coast of Suffolk named East Anglia ONE North and East Anglia TWO (each a “Project” and together “the Projects”). A Development Consent Order (“DCO”) application for each project was submitted to the Planning Inspectorate on 25 October 2019 and accepted by them for Examination on 22 November 2019. Both projects are in the Examination phase of the DCO application process at the time of this agreement. In addition to these two Projects, SPR is developing the consented East Anglia THREE project. It is the intention that if DCOs are granted for the East Anglia ONE North and East Anglia TWO projects, these two Projects along with East Anglia THREE would be constructed as the East Anglia HUB. The East Anglia HUB would join the constructed and operational East Anglia ONE project and mark the completion of SPR’s development of the East Anglia Offshore Wind Zone.
2. As part of the Projects, SPR has developed this Memorandum of Understanding (“MOU”) with East Suffolk Council (“ESC”) to collaborate on projects that could support the ambitious aims of the Parties to improve biodiversity, and promote the decarbonisation of energy used in homes and travel. In support of this aim, SPR has committed to providing a total fund of ██████ to fund ESC and their agents to deliver



projects within the communities neighbouring the onshore aspects of the Projects. The fund will aim to support delivery of sustainability projects that would enhance the ability of local communities to benefit from the successful operation of the Projects which will contribute to the transformation of the East Anglia region into a world leader in offshore wind energy, and signal to those communities that SPR is committed to being a responsible developer and operator.

3. **This MOU establishes a commitment for the Parties to work in partnership to fund new or existing projects which share the aim of reversing biodiversity loss and supporting the transition to a net zero carbon society (“Net Zero transition”) by reducing dependency on fossil fuels for heat, power and transport.**
4. **This MOU agrees that sustainability projects associated with delivery of this MOU will take place in or will primarily benefit communities in the local authority area of East Suffolk. The Parties will work in a collaborative and cohesive way towards the delivery of projects that meet the Objectives of this MOU as set out in paragraphs 6 and 7 of this MOU.**
5. **This MOU establishes that the Parties will form a Steering Group and assign representatives to act on their behalf (the “Lead Representatives”) to discharge the responsibilities set out at paragraphs 8 to 16 of this MOU. It is expected that the Steering Group shall exist for five years to review funding proposals and administer the funds.**

Objectives

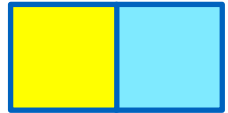
6. The Parties will collaborate to determine the funding (set out in paragraph 14a) priorities, how the funding should be allocated and what the measures of success would look like. The funding priorities will be agreed amongst the Parties based on supporting ESC’s priorities of delivering a Net Zero transition and improving biodiversity. The broad objectives are:
 - a. For SPR to contribute the funds as set out in at paragraph 14a following a successful Final Investment Decision by SPR in relation to the Projects (“Final Investment Decision”), for dissemination to projects that will support the Net Zero transition and/or biodiversity improvement;
 - b. To agree the Parties will work together following the Final Investment Decision for the Projects to initiate a steering group to manage project selection and reporting of outcomes;
 - c. That projects seeking funding support can be new projects or the continuation or extension of existing projects whose central function aligns with the MOU;
 - d. That where several projects are competing for funding they will be selected on their impact, likelihood of success, presence or absence of other funding routes and any other key criteria determined by ESC;
 - e. That funding decisions are made by ESC and advice may be sought from and provided by SPR; and



- f. That although no project initiatives are explicitly ruled out at this stage, projects may be preferred where the benefits of the project could be enhanced due to SPR being able to collaborate on the project, for example use of expert advice from SPR staff and their existing network of consultants and contractors if appropriate where the aims of the project and SPR from time to time are aligned.
7. Although no projects have yet been identified, areas for consideration have been discussed between SPR and ESC and could take the form of:
 - a. Projects that support the Net Zero Transition through:
 1. Contribution to hydrogen or electric battery powered public transport;
 2. Supply of subsidised e-bikes for recreational use;
 3. Supply of electric vehicle community pool-car;
 4. Contribution to the installation of hydrogen electrolyzers;
 5. Supply of individual home energy audits and supported domestic enhancements e.g. air source heat pump to decarbonise heat where feasible; and
 6. Provision of electricity distribution network feasibility studies to help network providers best target physical upgrades to electricity network / domestic supply e.g. network capability for individual homes to decarbonise or to define Local Authority Building Control specifications for domestic electricity supply for new build homes.
 - b. Projects that enhance biodiversity or encourage appreciation of it through:
 1. Funding to enhance the biodiversity and accessibility of the existing network of footpaths and cycle paths;
 2. Funding to enhance existing publicly owned green spaces and verges for biodiversity, for example Beelines;
 3. Funding to create new spaces as biodiversity banks or rewilding sites; and
 4. Funding to enhance low carbon access to tourist and recreation sites locally, for example installation of public electric vehicle charging stations.

Communication & Engagement

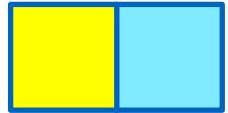
8. Following a Final Investment Decision, this MOU commits the Parties to forming a steering group (the “Steering Group”).
9. The Steering Group shall be made up of the Parties with Lead Representatives of SPR and ESC as notified by the Parties from time to time.
10. The purpose of the Steering Group will be to update, review and coordinate all ongoing activity in accordance with the objectives of this MOU.
11. The Lead Representatives will work closely on an ongoing basis and will provide regular updates to the Parties on all activities pursuant to this MOU.



12. ESC will be required to produce an annual report on what money has been allocated to sustainability projects in the preceding 12 months and the objectives of the projects selected. The Parties would be permitted to use this in internal and external marketing and publications.
13. Additional parties may be invited to collaborate at any time subject to the prior agreement of each of the Parties including collaboration with other infrastructure developers to participate in project identification and the funding of those projects where objectives on Net Zero transition and biodiversity are complimentary.

Actions

14. SPR will:
 - a. Provide a sum of █████ in respect of each Project to ESC to be held in a dedicated interest bearing account to fund sustainability projects identified by the Steering Group, to be paid in the following manner for each Project in the event that a Final Investment Decision is reached for that Project:
 - i. 50% of the sum of █████ to be paid following Final Investment Decision for that Project; and
 - ii. 10% of the sum of █████ to be paid on an annual basis for a period of five years on the anniversary of the initial payment in respect of the particular Project referred to in (a)(i) above.
 - b. Provide staff time at no charge for the duration of this MOU for:
 - i. administration of the activities in this MOU and of the Steering Group, including attendance at Steering Group meetings by SPR's nominated Lead Representatives; and
 - ii. expert advice from SPR as deemed required by the Lead Representatives in the evaluation of projects and selection of projects.
15. ESC will:
 - a. Chair and lead in the administration of the Steering Group;
 - b. Nominate Lead Representatives from ESC;
 - c. Review potential projects as set out in Objectives at paragraphs 6 and 7 and confirm their funding priorities at the time of successful Final Investment Decision for the Projects;
 - d. Receive and administer the funds issued by SPR under this MOU including carrying out appropriate due diligence on parties which it deems appropriate to fund, noting that the funds can only be used for purposes agreed amongst the Parties in terms of this MOU and in the spirit of paragraph 7;
 - e. Produce an annual report on what money has been allocated to sustainability projects in the preceding 12 months. The Parties would be permitted to use this in internal and external marketing and publications; and



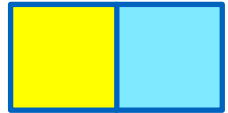
- f. Ensure all funds are spent within 60 months of the final transfer by SPR and all unspent funding must be returned by ESC to SPR at the expiry of 60 months from the date of the said final transfer of funds to ESC.

Anti-Bribery and Prevention of Modern Slavery

16. The Parties shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Local Government Act 1972 (the "Relevant Requirements"). The Parties shall establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Bribery Act 2010 and shall enforce where appropriate its own policies and procedures to comply with the Relevant Requirements.
17. The Parties shall comply with all applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015. The Parties shall establish, maintain and enforce policies and procedures which are adequate to ensure such compliance.

Termination or modification of this MOU

18. This MOU shall endure until the later of (i) the date falling 60 months following the final payment by SPR to ESC of the funds set out at paragraph 14a(i), or (ii) in the event that ESC is obliged to return any unspent funds under paragraph 15(f), the date that those sums have been received by SPR in full.
19. The Parties mutually agree that this MOU may be terminated, brought to an end, varied or replaced by agreement in writing by any of the Parties but such termination shall not prejudice the rights of action or remedy of the Parties in respect of any antecedent breach by any of the other parties of any such party's obligation under this MOU.



Signed

ScottishPower Renewables (UK) Limited

Signed:	
Print Name:	
Position:	
On behalf of:	ScottishPower Renewables (UK) Limited

Signed:	
Print Name:	
Position:	
On behalf of:	ScottishPower Renewables (UK) Limited

East Suffolk Council

Signed:	
Print Name:	
Position:	
On behalf of:	East Suffolk Council