

From: [REDACTED]
To: [Jones, Hefin](#); [Cleve Hill Solar Park](#)
Cc: [REDACTED]
Subject: Cleve Hill Solar Park - DCO Application (Ref: EN010085) [EFILE-Legal02.611826.2678193]
Date: 13 November 2019 12:06:54
Attachments: [REDACTED]

Dear Hefin

We act on behalf of Blue Transmission London Array Limited ("BTLAL"). This email represents a joint submission on behalf of BTLAL and the Applicant (the Applicant's legal advisers are copied).

Since my previous email to you of 30 August 2019 (copy attached), the Applicant and BTLAL have continued to be in dialogue throughout the examination and are pleased to report that substantial progress has been made. The terms of two commercial agreements, which aim to protect BTLAL's interest, have been agreed between the Applicant and BTLAL at Director level. Those terms now require approval by BTLAL's lenders, which is currently being sought.

However, as the agreements will not be completed before Deadline 7, BTLAL have requested the insertion into the draft DCO of bespoke Protective Provisions, a copy of which is attached to this email. CHSPL have inserted these Protective Provisions into the latest draft DCO to be submitted prior to Deadline 7. Assuming that BTLAL lender approval is given before the end of the examination, the agreements will be entered into and BTLAL will write to the ExA immediately to confirm that the Protective Provisions are no longer required. Alternatively, if lender approval is not achieved before the end of the examination, but is achieved before the Secretary of State determines the application, BTLAL will write to the Secretary of State to confirm that the Protective Provisions are no longer required.

Yours sincerely

Nick Harding
Associate

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Cc: [REDACTED]
Subject: Cleve Hill Solar Park - DCO Application (Ref: EN010085) [EFILE-Legal02.611826.2678193]
Date: 30 August 2019 15:27:05
Attachments: [REDACTED]

Dear Hefin

We act on behalf of Blue Transmission London Array Limited ("BTLAL") and CRS (copied) act for London Array Limited ("LAL"). This email represents a joint submission on behalf of those parties and the Applicant (the Applicant's solicitors are also copied).

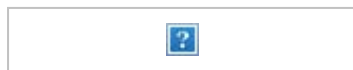
We note that our client and LAL have been invited to attend and make representations at the hearings taking place in relation to the Cleve Hill Solar Park examination on the week commencing 9 September 2019.

We have agreed with the Applicant and LAL that Gareth Phillips of Pinsent Masons will update the examination on behalf of the Applicant, LAL and BTLAL. As Gareth will confirm at the hearings, the agreed position between the Applicant, LAL and BTLAL in brief is as follows:

- The Applicant, LAL and BTLAL are making significant progress with the negotiation of various agreements required. The parties require more time to complete those agreements, but anticipate doing so within the next month;
- We therefore ask that the interface between the Applicant, LAL and BTLAL's interests not be examined at the hearings;
- While the Applicant, LAL and BTLAL are intending to complete the various agreements within the next month, should these agreements not be completed in a reasonable time the Applicant will submit an updated draft DCO which shall include additional Protective Provisions relating to BTLAL's apparatus. The content of these Protective Provisions shall be agreed between the Applicant and BTLAL should this be necessary;
- Should it be necessary, the Applicant, LAL and BTLAL will request that additional hearings be scheduled for the first available date in October to deal with the above and LAL's objection and notices issued by the Examining Authority to facilitate the same.

Kind regards

Nick Harding
Associate



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PART 1

Protection for electricity, gas, water and sewerage undertakers

Application

1. For the protection of the affected undertakers referred to in this part of this Schedule (save for National Grid which is protected by Part 2 of this Schedule and Blue Transmission London Array Limited which is protected by Part 3 of this Schedule) the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

PART 3

For the Protection of Blue Transmission London Array Limited

Application

1. For the protection of BTLAL referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and BTLAL, have effect.

Interpretation

2. In this Part of this Schedule –

"agreements" means (i) the Cooperation Agreement and (ii) the Land and Works Agreement in the agreed form, or substantially the same form, as the terms settled between BTLAL and the undertaker on 12 November 2019, or as otherwise agreed in writing between the undertaker and BTLAL;

"apparatus" means the existing cables having transportation of electric power as its primary purpose and any existing associated low voltage, fibre-optic control or communications cable from the London Array offshore windfarm to the BTLAL substation at Cleve Hill near Graveney;

"BTLAL" means Blue Transmission London Array Limited (company number 08275752);

"cable corridor land" means all land in which the apparatus lies as identified on Sheet 3 of the Land Plan labelled 3/05;

"commence" has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning;

"lenders" means those parties having loaned monies to BTLAL in respect of the apparatus at the time the agreements are entered into.

Agreements

3. If, at any point during the construction of the development any work is to be undertaken on the cable corridor land the undertaker shall not commence the works unless:
 - (a) the agreements have been entered into by the undertaker and BTLAL; or
 - (b) in the event the agreements are not entered into, such alternative protection as determined pursuant to paragraph 5 is in place for the protection of BTLAL.

Co-operation

4. (1) If only as a consequence of achieving the approval of the agreements from the lenders reasonable and equitable amendments are required by those lenders, the undertaker and BTLAL shall co-operate with each other and at all times act in good faith for the purpose of trying to agree those amendments.
 - (2) For the avoidance of doubt whenever the undertaker's or BTLAL's consent, agreement or approval is required under this Part of this Schedule it must not be unreasonably withheld or delayed.

Arbitration

5. Any difference or dispute arising between the undertaker and BTLAL under this Part of this Schedule, including but not limited to the terms of the agreements, must, unless otherwise agreed in writing between the undertaker and BTLAL, be determined by arbitration in accordance with article 35 (arbitration)