

SIDE AGREEMENT
between
East Anglia TWO Limited
and
Suffolk County Council

23 April 2026

CONTENTS

Clause		Page Number
1.	Definitions and interpretation	1
2.	Flood Resilience Fund	Error! Bookmark not defined.
3.	Grant Panel	Error! Bookmark not defined.
4.	County Council Covenants	2
5.	Anti-bribery	2
6.	Modern Slavery	2
7.	Partial invalidity	2
8.	Variation of Agreement	2
9.	Liability	Error! Bookmark not defined.
10.	Notices	2
11.	Dispute Resolution	2
12.	Counterparts	3
13.	Third Party Rights	3
14.	Governing Law and Jurisdiction	3

THIS DEED is dated

23 April

2026

PARTIES

EAST ANGLIA TWO LIMITED (Company Registration Number 11121842) whose registered office is at 3rd Floor, Tudor Street, London, EC4Y 0AH (“**EA2**”) which expression shall include its successors in title and assigns); and

SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (“**the County Council**”).

BACKGROUND

- (A) EA2 was granted development consent on 31 March 2022 for the East Anglia TWO Offshore Wind Farm (“**EA2 Wind Farm**”).
- (B) The County Council is the local authority for areas within which part of those elements of the EA2 Wind Farm above mean low water are situated.
- (C) Taylor Woodrow Infrastructure Limited (“**Taylor Woodrow**”) has entered into an agreement made pursuant to Section 278 of the Highways Act 1980 dated on or around 30 March 2026 (the “**s278 Agreement**”).
- (D) Taylor Woodrow has been contracted by EA2 to carry out the Highways Works pursuant to the s278 Agreement.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1 In this Deed the following expressions shall have the following meanings and in this Deed references to numbered articles are references to the numbered articles of the specified development consent order and references to clauses are references to the clauses of this Deed:

“ EA2 DCO ”	means the East Anglia TWO Offshore Wind Farm Order 2022;
“ Highway Works ”	as defined in the s278 Agreement; and
“ Substantial Completion ”	as defined in the s278 Agreement.

1.2 The headings in this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.

1.3 References in this Deed to clauses are (unless otherwise expressly provided) references to relevant clauses contained in this Deed.

2. Indemnity

2.1 EA2 shall indemnify the County Council against all claims charges costs expenses liability or loss arising out of any legally sustainable claims for payment under Part 1 of the Land Compensation Act 1973 (as amended) in connection with the Highway Works undertaken by Taylor Woodrow in accordance with the s278 Agreement.

2.2 The indemnification referred to in clause 2.1 above includes:

- 2.2.1 all fees incurred by claimants which the County Council is obliged to pay, and those of the County Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants’ professional advisors’ fees);
- 2.2.2 statutory interest payments to claimants and their professional advisors; and
- 2.2.3 the County Council’s reasonable and proper legal costs in making the compensation fees and interest payments.

- 2.3 The indemnification referred to in clause 2.1 above shall expire seven years from the date of Substantial Completion of the Highway Works.

3. County Council Covenants

The County Council shall:

- 3.1 notify EA2 forthwith upon receipt of any such claim or liability; and
 3.2 not accept or settle any claim without first having given EA2 the opportunity to provide the County Council with representations as to the validity of such claim.

4. Anti-bribery

Each party shall:

- 4.1 Comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**the Relevant Requirements**"); and
 4.2 Put in place and maintain throughout the term of this Deed, and enforce where appropriate, policies and procedures to comply with the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010, and for the purpose of this Clause 4, 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).

5. Modern Slavery

The parties agree that they have not been and are not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking, including any activity or practice that would constitute an offence under Section 1, Section 2 and Section 4 of the Modern Slavery Act 2015, if carried out in the UK. Any instances of slavery and human trafficking connected to either party will entitle the other to immediately terminate this Agreement on providing notice to the first party, without incurring any liability.

6. Partial invalidity

- 6.1 If any provision of this Deed is or becomes or is declared invalid unlawful illegal or unenforceable it shall not affect the validity, legality or enforceability of the remainder of this Deed.
 6.2 If any part of a provision of this Deed is or becomes or is declared invalid unlawful illegal or unenforceable but the rest of such provision would remain valid lawful or enforceable if part of the wording were deleted, the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable but without affecting the meaning or legality validity or enforceability of any other provision of this Deed.

7. Variation of Agreement

- 7.1 No amendment or modification of this Deed shall be valid or binding on the parties to this Deed unless the same:
 7.1.1 is made in writing;
 7.1.2 refers expressly to this Deed; and
 7.1.3 is executed on behalf of EA2 and the County Council.

8. Notices

- 8.1 Any notice given under or in relation to this Deed shall be in writing and shall refer to this Deed and shall be deemed to be sufficiently served if addressed to EA2 or the County Council (as the case may be) and sent by recorded delivery or registered post to the address of the Parties given in this Deed or to such other address as they may from time to time designate by written notice to the other.

9. Dispute Resolution

- 9.1 Any dispute or difference arising between the parties as a result of this Deed may be referred to the arbitration of a single arbitrator to be agreed upon between the parties or failing agreement within fourteen days after either of the parties has given to the other a written request

requiring the appointment of an arbitrator to a person to be appointed at the request of either of the parties by the President for the time being of The Institution of Civil Engineers.

- 9.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-
- 9.2.1 the seat of the arbitration shall be at the County Council's offices in Ipswich Suffolk;
 - 9.2.2 where appropriate the arbitrator may consolidate arbitral proceedings; and
 - 9.2.3 with the parties' agreement the arbitrator may appoint experts or legal advisers.
- 9.3 A party wishing to refer any such dispute or difference to arbitration shall notify the other party in writing of such intention without delay.
- 9.4 The arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the arbitrator when such parties may also agree that such arbitrator shall act as an expert.
- 9.5 Subject to Sections 67 68 and 69 of the Arbitration Act 1996 the parties agree to be bound by the decision of the arbitrator.

10. Counterparts

- 10.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 10.3 Faxed or PDF signatures shall be deemed the same as original signatures and shall be considered legal and binding for the purposes of this Deed.

11. Third Party Rights

Only the parties to the agreement, their successors (including any statutory successor(s)) and assignees may enforce the terms of this Deed and no third party may enforce such a term under the Contracts (Rights of Third Parties) Act 1999.

12. Governing Law and Jurisdiction

- 12.1 This Deed and any non-contractual obligations arising in connection with it (and, unless provided otherwise, any document entered into in connection with it) are governed by and construed in accordance with English law.
- 12.2 The English courts have exclusive jurisdiction to determine any dispute arising in connection with this Deed (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.

Delivered as a deed on the date of this document.

EXECUTION PAGE

Executed as a deed by **EAST ANGLIA**)
TWO LIMITED acting by)
Director

..... and

.....
Director

The COMMON SEAL of **SUFFOLK**)
COUNTY COUNCIL was hereunto)
affixed in the presence of)

JM
.....
A Duly Authorised Officer

