

Michael Smart

From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 22 October 2025 10:19
To: Injunctions; exuk@greenpeace.org
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Osborne Clarke

Thank you for preparing these undertakings. You haven't provided a draft undertaking, so I am not able to add comments in track. However I would comment that:

- Adding Greenpeace Limited as a Defendant in order to ensure that the undertaking it gives is effective: I am not sure this is strictly necessary, but I am unaware of authority directly on the point. The cases cited in RWE's skeleton do not expressly state that this is strictly necessary. However, the Greenpeace entities are comfortable with the approach provided the claim against Greenpeace is then properly settled.
- Please add a recital which states "The Claimant is willing to settle its claim against the [Second Defendant] on the basis of the undertaking and on the terms set out below"
- Paragraph 5 should be replaced with "There be no order as to the costs of and occasioned by this order and the undertaking recorded herein"

As to your letter:

- Re paragraph 5.1: "*on condition that the Greenpeace companies do not take steps to increase our client's costs*". For the avoidance of doubt, I understand that if our letter to court causes RWE to incur more costs, RWE will not seek to recover these costs from Greenpeace.

Kind regards

Jack

Jack Robirosa
Legal Counsel
Greenpeace UK
07580 999013

I do not work on Mondays.

Greenpeace Limited
Canonbury Villas
London N1 2PN

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From: Injunctions <injunctions@osborneclarke.com>

Sent: 21 October 2025 21:46

To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Further to the email below, please see attached the draft form undertakings.

Yours sincerely

Osborne Clarke LLP

osborneclarke.com

.....
E injunctions@osborneclarke.com

T + 44 20 7105 7000

One London Wall, London EC2Y 5EB
.....

From: Injunctions

Sent: 21 October 2025 21:03

To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Please see the attached correspondence.

Yours sincerely

Osborne Clarke LLP

osborneclarke.com

.....
E injunctions@osborneclarke.com

T + 44 20 7105 7000

One London Wall, London EC2Y 5EB
.....

Michael Smart

From: Donal Kelly
Sent: 22 October 2025 15:39
To: 'Jack Robirosa'
Cc: Injunctions; 'exuk@greenpeace.org'
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]
Attachments: PT-2025-001017 - Undertaking - Second Defendant(163607268.9).pdf;
PT-2025-001017 - Undertaking - Third Defendant(163680499.6).pdf
Importance: High

Hi Jack,

Further to our call earlier this afternoon and your email below, your proposed amendments are agreed and have been incorporated into the attached engrossment versions.

Please arrange for these to be signed on behalf of the relevant Greenpeace entities and returned to me as soon as possible. They will be filed at Court together with our application to add Greenpeace Limited as a party to the claim.

I look forward to hearing from you.

Kind regards

Donal Kelly

Legal Director
for Osborne Clarke LLP
[osborneclarke.com](https://www.osborneclarke.com)

.....
Pronouns: He/Him

E donal.kelly@osborneclarke.com

T + 44 20 7105 7330

One London Wall, London EC2Y 5EB
.....



From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 22 October 2025 14:06
To: Donal Kelly <donal.kelly@osborneclarke.com>
Subject: FW: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 22 October 2025 10:19
To: 'Injunctions' <injunctions@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Osborne Clarke

Thank you for preparing these undertakings. You haven't provided a draft undertaking, so I am not able to add comments in track. However I would comment that:

- Adding Greenpeace Limited as a Defendant in order to ensure that the undertaking it gives is effective: I am not sure this is strictly necessary, but I am unaware of authority directly on the point. The cases cited in RWE's skeleton do not expressly state that this is strictly necessary. However, the Greenpeace entities are comfortable with the approach provided the claim against Greenpeace is then properly settled.
- Please add a recital which states "The Claimant is willing to settle its claim against the [Second Defendant] on the basis of the undertaking and on the terms set out below"
- Paragraph 5 should be replaced with "There be no order as to the costs of and occasioned by this order and the undertaking recorded herein"

As to your letter:

- Re paragraph 5.1: "*on condition that the Greenpeace companies do not take steps to increase our client's costs*". For the avoidance of doubt, I understand that if our letter to court causes RWE to incur more costs, RWE will not seek to recover these costs from Greenpeace.

Kind regards

Jack

Jack Robirosa
Legal Counsel
Greenpeace UK
07580 999013

I do not work on Mondays.

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Canonbury Villas
London N1 2PN

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Sent: 21 October 2025 21:46

To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Further to the email below, please see attached the draft form undertakings.

Yours sincerely

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Subject: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Please see the attached correspondence.

Yours sincerely

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osborneclarke.com

.....
E injunctions@osborneclarke.com

T + 44 20 7105 7000

One London Wall, London EC2Y 5EB
.....

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PROPERTY, TRUST AND PROBATE LIST

BETWEEN:

RWE GENERATION UK PLC
(Company registration number 3892782)

Claimant

and

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR
REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE
OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES
OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR
OTHERWISE.**

(2) GREENPEACE UK LIMITED
(Company registration number 02463348)

(3) GREENPEACE LIMITED
(Company registration number 01314381)

Defendants

[DRAFT] ORDER

PENAL NOTICE

**IF YOU THE WITHIN SECOND DEFENDANT DISOBEY THIS ORDER OR INSTRUCT OR
ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF
COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.**

RECITALS

- A. On 3 October 2025, the court made an order on an ex parte basis restraining the Second Defendant from entering, occupying or remaining on, or damaging or defacing any part (including the perimeter fence) of the land and premises as set out in paragraph 1 of that order (the "**Interim Order**").

- B. The Interim Order was sealed by the court on 6 October 2025.
- C. The return date hearing is listed for 24 October 2025.
- D. The Second Defendant, without admission of liability, is willing to give an undertaking to the court on substantially the same terms as the Interim Order.
- E. The Claimant is willing to settle the Claim against the Second Defendant on the basis of the undertaking and the terms set out below.

Undertaking to the Court

- 1. Until the date 12 months from the date of this order or until further order of the court, whichever is earlier, the Second Defendant undertakes to the court that the Second Defendant will not:
 - i. enter, occupy or remain on, or damage or deface any part (including the perimeter fence) of the land and premises shown edged red on Plans 1 to 6 to this order, being:
 - a) Staythorpe Power Station, Staythorpe, Newark, NG23 5PS, as shown edged red on Plan 1;
 - b) Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2;
 - c) Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3;
 - d) Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4;
 - e) Great Yarmouth Power Station, , South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5; and
 - f) Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6; and
 - ii. in respect of anything prohibited by paragraph i above, (a) do it himself / herself / themselves in any other way or (b) do it by means of another person acting on his / her / their behalf, or acting on his / her / their instructions.

Duration, Liberty to Apply and Variations

- 2. The undertaking shall take effect immediately and shall continue until the date 12 months from the date of this order or until further order of the court, whichever is earlier.
- 3. The parties shall have liberty to apply.

Service

- 4. Service of this Order on the Second Defendant may be effected by email to jack.robirosa@greenpeace.org and exuk@greenpeace.org.

Costs

- 5. There be no order as to the costs of and occasioned by this order and the undertaking recorded herein.

Statement of Acknowledgment by the Second Defendant's representative

The Second Defendant understands that the undertaking above has the same force and effect as an order of the court. The Second Defendant understands that if it breaches this undertaking it may be held in contempt of court and may be imprisoned, fined and / or have its assets seized. The Second Defendant confirms that it has been advised that it should seek legal advice. The Second Defendant confirms that it understands the meaning and effect of the undertaking.

Signed: _____

Name:

For and on behalf of the Second Defendant

Date:

OR

Signed: _____

[Solicitors' name], Solicitors for the Second Defendant

[Address, reference, email, telephone]

Date:

Judge's Endorsement

The Court notes and accepts the undertakings given by the Second Defendant recorded above.

Dated:

Judge:

SCHEDULE 1: PLANS 1-6



Key:

— Extent of injunction area (2416m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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Geospatial Graphics
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Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

Size of original	Scale of original
A3	1:2,250

Site

STAYTHORPE
POWER STATION

Title

PLAN 1

SITE SECURITY

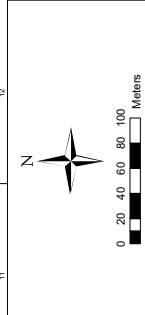
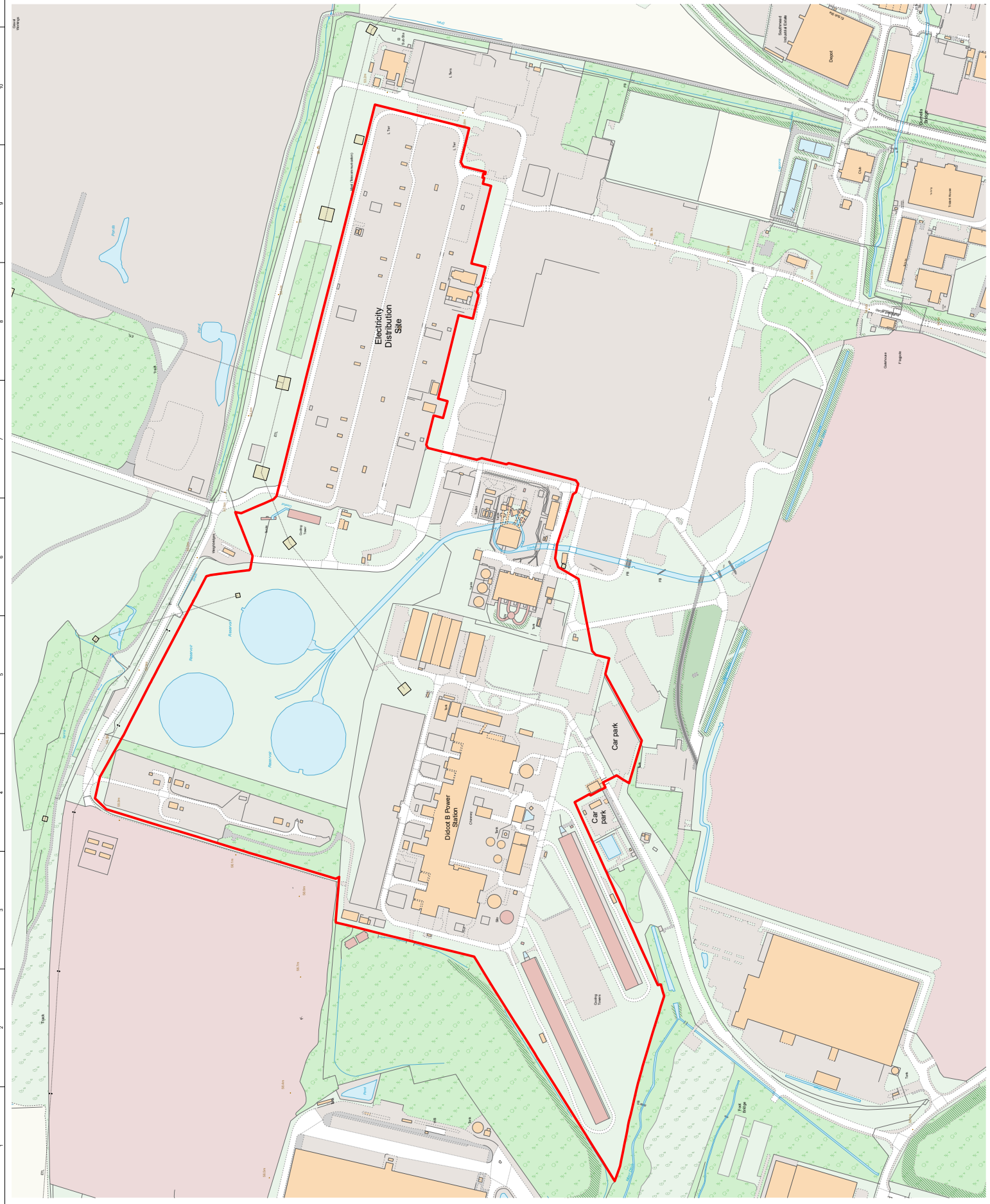
EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/STYTH/PMS/0005/B



Key: — Extent of injunction area (37.6ha)

MJA	WM	30/09/25	WM	Approved	Rev
					A
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Swindon
SN6 6PB
01793 877777

Size of original	A3	Scale of original	1:4,250
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Site
**DIDCOT
POWER STATION**

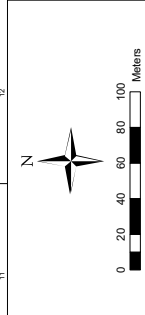
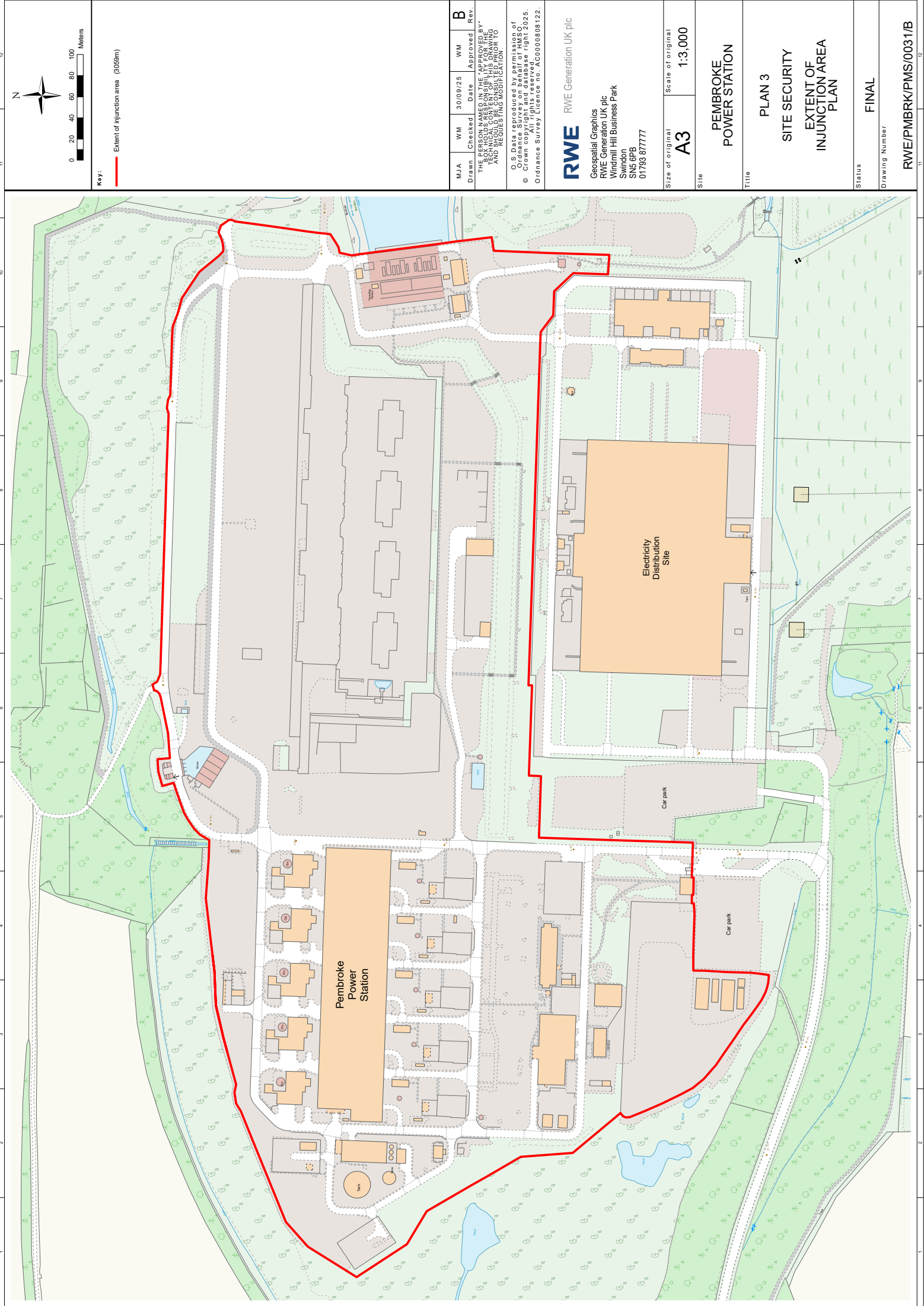
Title
PLAN 2

**SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status
FINAL

Drawing Number

RWE/DDCOT/PMS/0042/A



Key:
— Extent of injunction area (3039m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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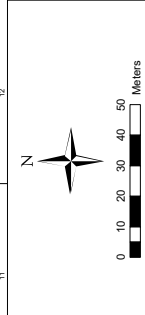
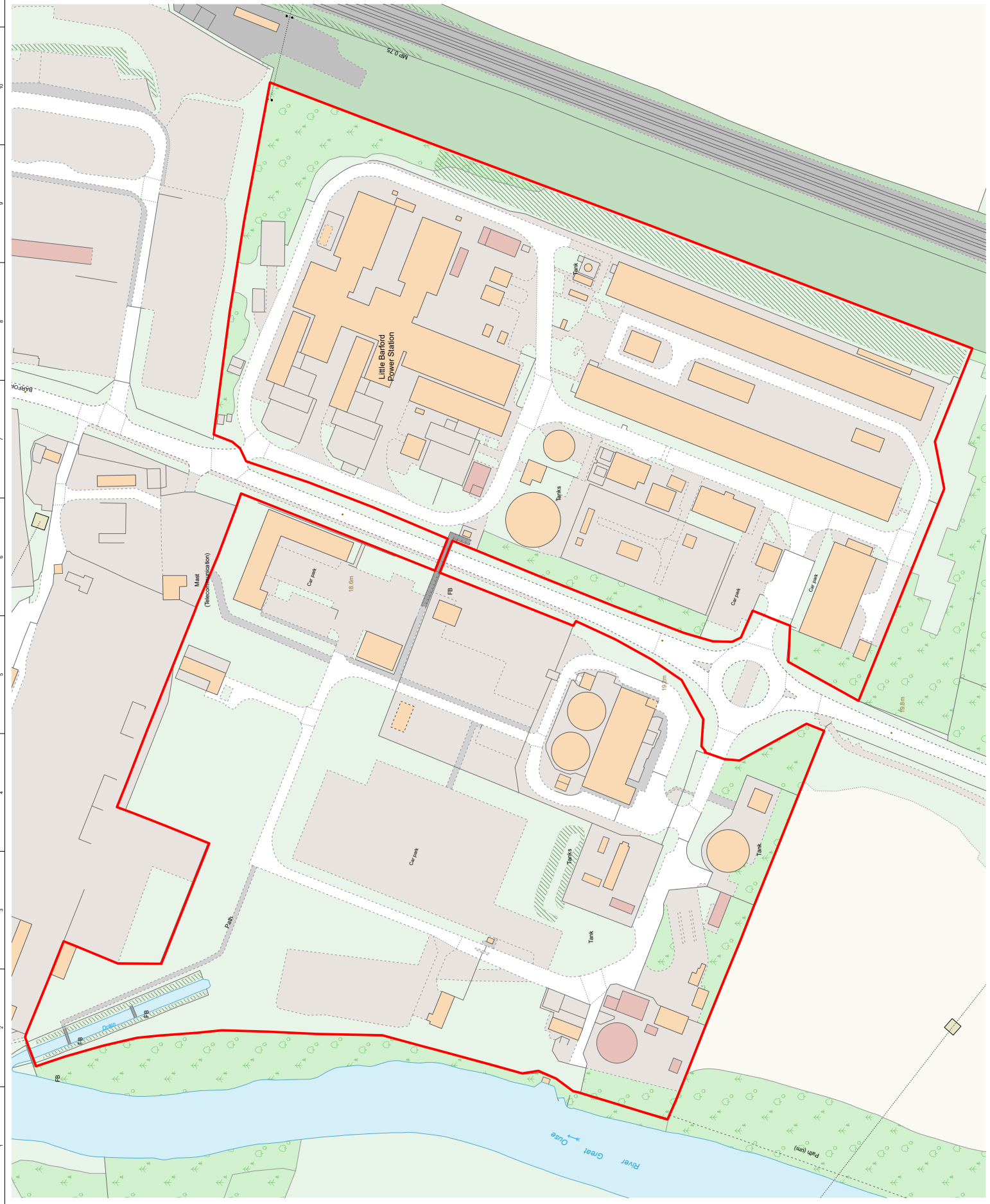
Size of original	A3	Scale of original	1:3,000
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Site
**PEMBROKE
POWER STATION**

Title
**PLAN 3
SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status
FINAL

Drawing Number
RWE/PMBRK/PMS/0031/B



Key:
Extent of injunction area (2485m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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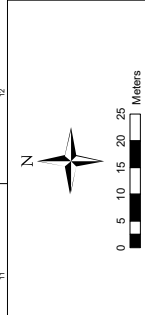
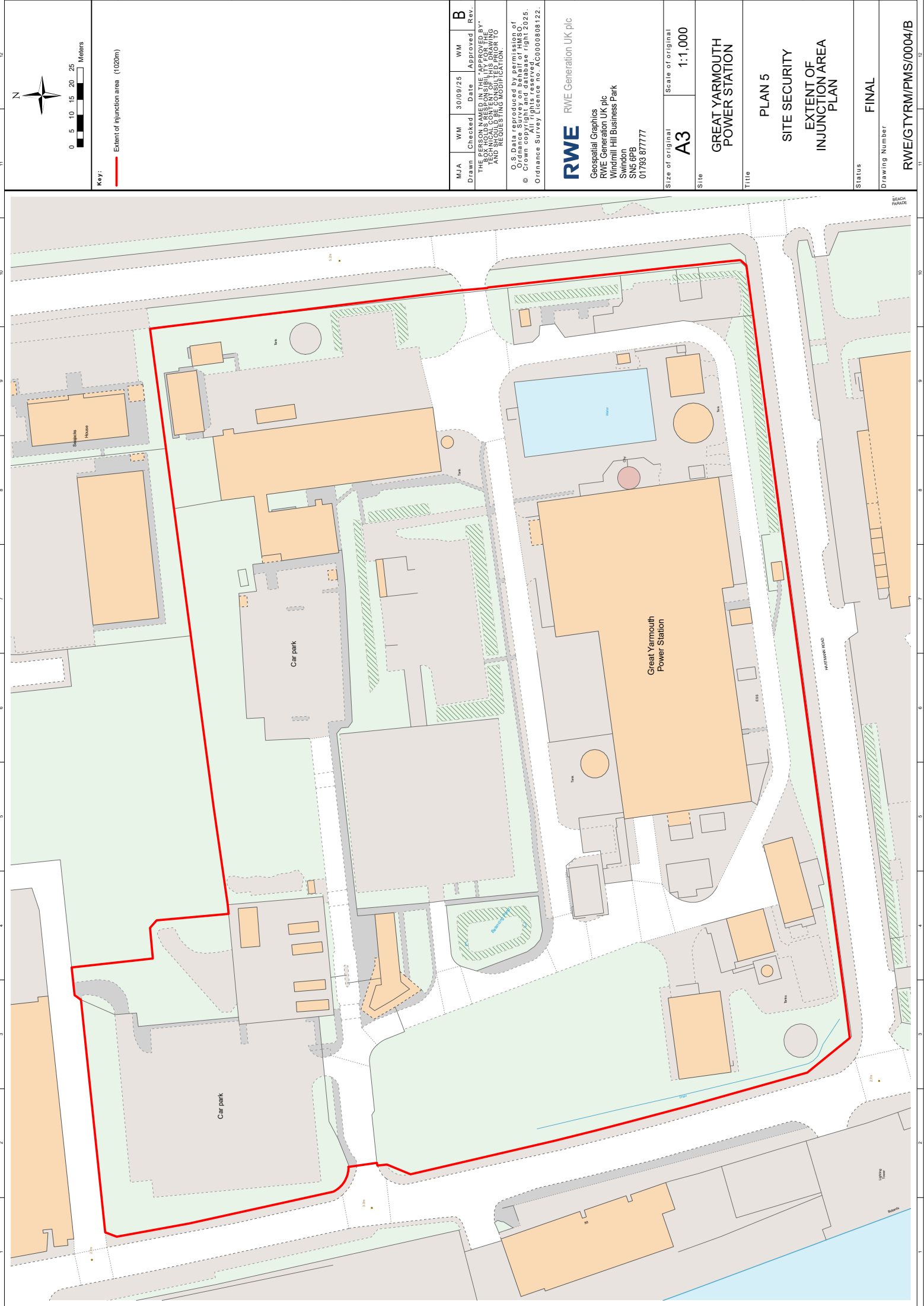
Size of original	A3	Scale of original	1:1,750
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Site
**LITTLE BARFORD
POWER STATION**

Title
**PLAN 4
SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status
FINAL

Drawing Number
RWE/LTLBR/PMS/0003/B



Key: — Extent of injunction area (1020m)

MJA	WM	30/09/25	WM	B
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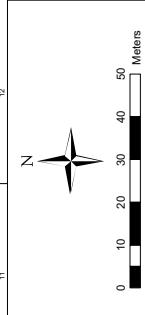
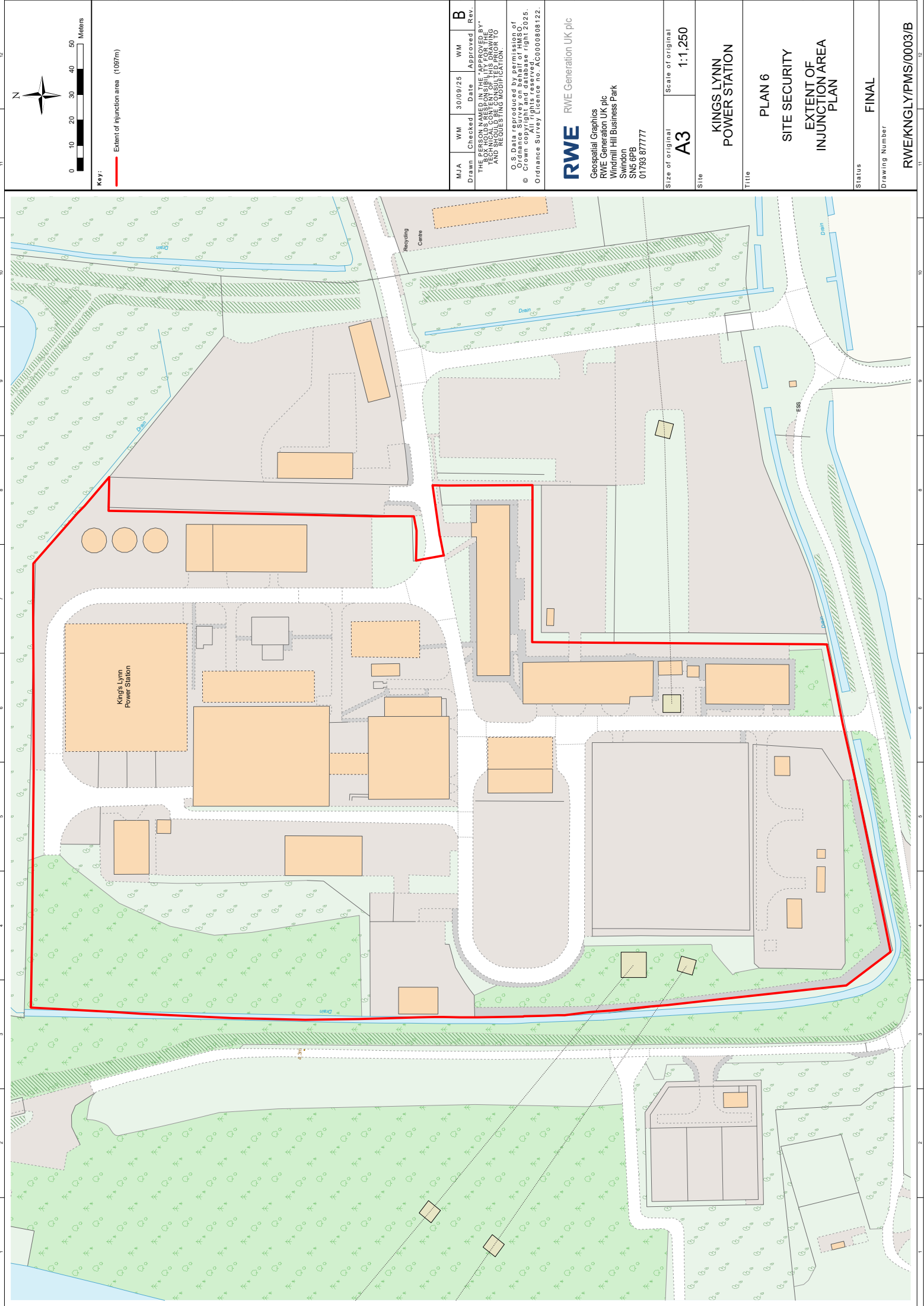
Size of original	A3	Scale of original	1:1,000
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Site
GREAT YARMOUTH POWER STATION

Title
**PLAN 5
SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status
FINAL

Drawing Number
RWE/GTYRM/PPMS/0004/B



Key: — Extent of injunction area (1007m)

MJA	WM	30/08/25	WM	B
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Swindon
SN6 6PB
01793 877777

Size of original **A3** Scale of original **1:1,250**

Site **KINGS LYNN POWER STATION**

Title **PLAN 6
SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status **FINAL**
Drawing Number

RWE/KNGLY/PMS/0003/B

RWE Generation UK PLC 2025. No part of this drawing may be reproduced without prior permission.

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PROPERTY, TRUST AND PROBATE LIST

BETWEEN:

RWE GENERATION UK PLC
(Company registration number 3892782)

Claimant

and

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR
REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE
OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES
OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR
OTHERWISE.**

(2) GREENPEACE UK LIMITED
(Company registration number 02463348)

(3) GREENPEACE LIMITED
(Company registration number 01314381)

Defendants

[DRAFT] ORDER

PENAL NOTICE

**IF YOU THE WITHIN THIRD DEFENDANT DISOBEY THIS ORDER OR INSTRUCT OR
ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF
COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.**

RECITALS

- A. On 3 October 2025, the court made an order on an ex parte basis restraining the Second Defendant from entering, occupying or remaining on, or damaging or defacing any part (including the perimeter fence) of the land and premises as set out in paragraph 1 of that order (the "**Interim Order**").

- B. The Interim Order was sealed by the court on 6 October 2025.
- C. The return date hearing is listed for 24 October 2025.
- D. The Third Defendant, without admission of liability, is willing to give an undertaking to the court on substantially the same terms as the Interim Order.
- E. The Claimant is willing to settle the Claim against the Third Defendant on the basis of the undertaking and the terms set out below.

Undertaking to the Court

1. Until the date 12 months from the date of this order or until further order of the court, whichever is earlier, the Third Defendant undertakes to the court that the Third Defendant will not:
 - i. enter, occupy or remain on, or damage or deface any part (including the perimeter fence) of the land and premises shown edged red on Plans 1 to 6 to this order, being:
 - a) Staythorpe Power Station, Staythorpe, Newark, NG23 5PS, as shown edged red on Plan 1;
 - b) Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2;
 - c) Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3;
 - d) Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4;
 - e) Great Yarmouth Power Station, , South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5; and
 - f) Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6; and
 - ii. in respect of anything prohibited by paragraph i above, (a) do it himself / herself / themselves in any other way or (b) do it by means of another person acting on his / her / their behalf, or acting on his / her / their instructions.

Duration, Liberty to Apply and Variations

2. The undertaking shall take effect immediately and shall continue until the date 12 months from the date of this order or until further order of the court, whichever is earlier.
3. The parties shall have liberty to apply.

Service

4. Service of this order may be effected by email to jack.robirosa@greenpeace.org and exuk@greenpeace.org.

Costs

5. There be no order as to the costs of and occasioned by this order and the undertaking recorded herein.

Statement of Acknowledgment by the Third Defendant

The Third Defendant understands that the undertaking above has the same force and effect as an order of the court. The Third Defendant understands that if it breaches this undertaking it may be held in contempt of court and may be imprisoned, fined and / or have its assets seized. The Third Defendant confirms that it has been advised that it should seek legal advice. The Third Defendant confirms that it understands the meaning and effect of the undertaking.

Signed: _____

Name:

For and on behalf of the Third Defendant

Date:

OR

Signed: _____

[Solicitors' name], Solicitors for the Third Defendant

[Address, reference, email, telephone]

Date:

Judge's Endorsement

The Court notes and accepts the undertakings given by the Third Defendant recorded above.

Dated:

Judge:

SCHEDULE 1: PLANS 1-6



Key:

— Extent of injunction area (2416m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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RWE Generation UK plc

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RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

Size of original	Scale of original
A3	1:2,250

Site

STAYTHORPE
POWER STATION

PLAN 1

SITE SECURITY

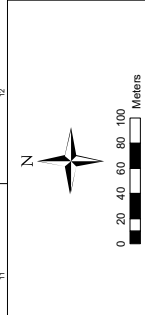
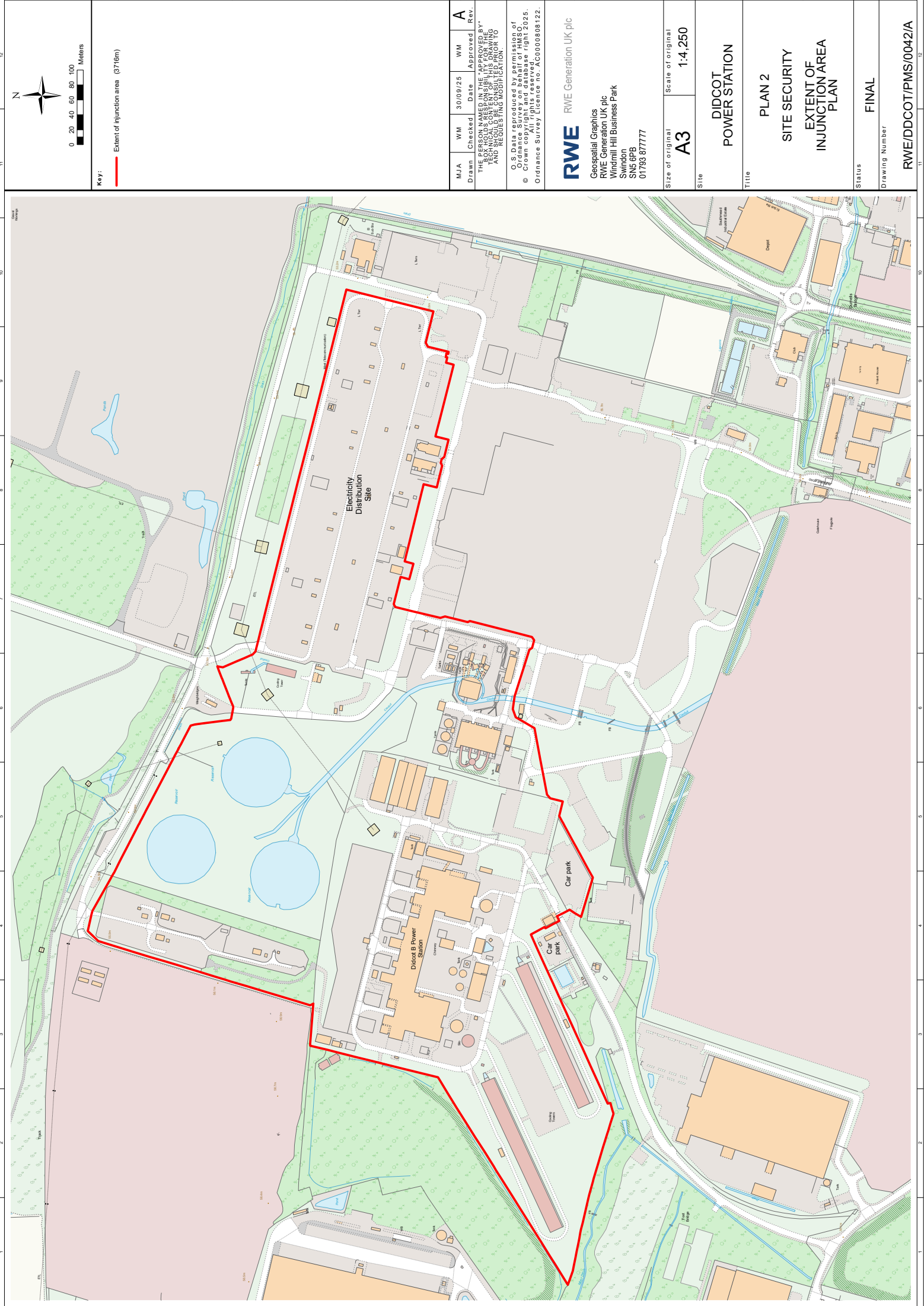
EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/STYTH/PMS/0005/B



Key: — Extent of injunction area (37.6ha)

MJA	WM	30/09/25	WM	Approved	Rev
					A
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Size of original	A3	Scale of original	1:4,250
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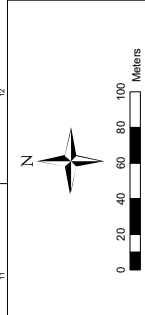
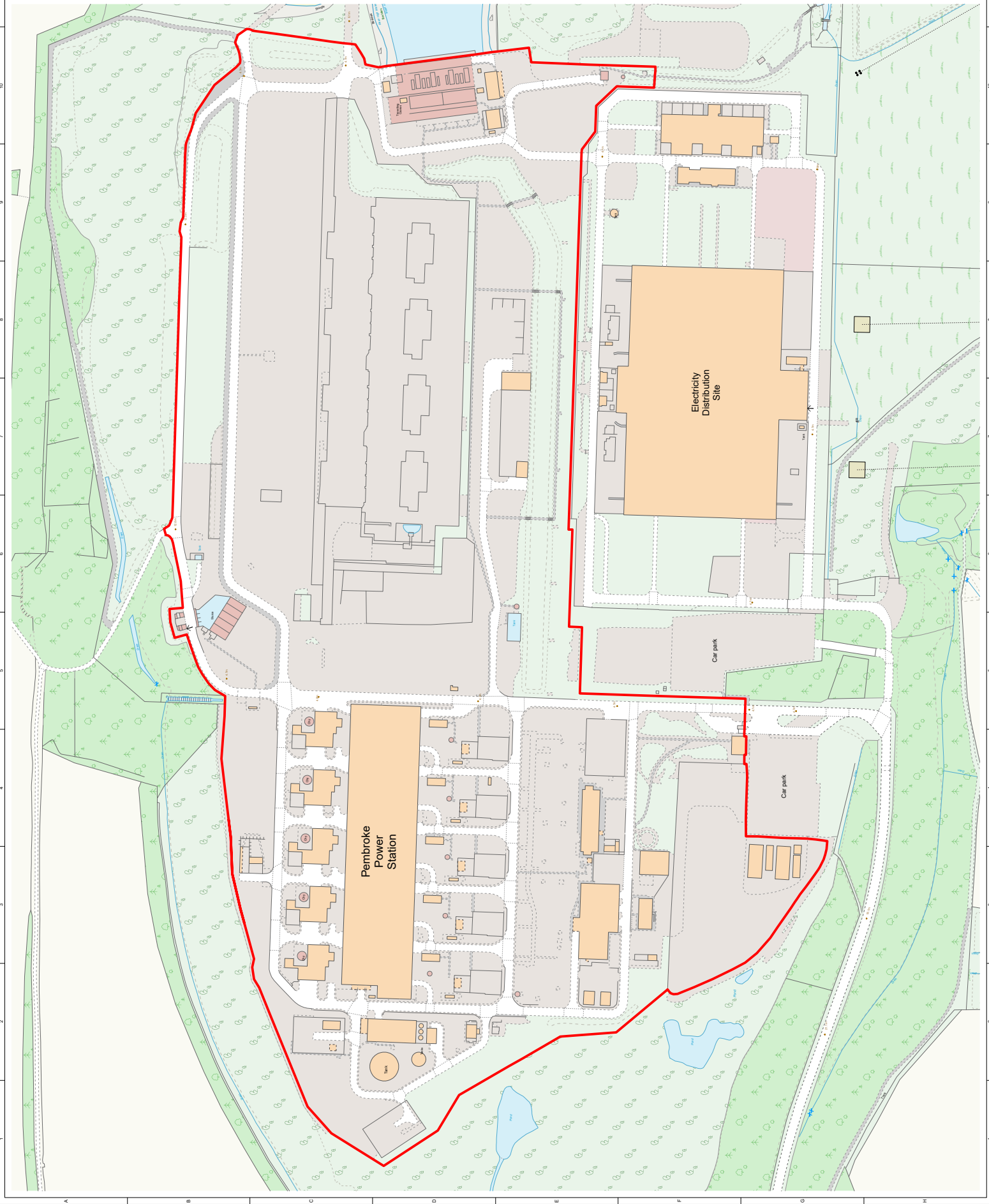
Site
**DIDCOT
POWER STATION**

Title
PLAN 2

**SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status
FINAL

Drawing Number
RWE/DDCOT/PMS/0042/A



Key:
— Extent of injunction area (3039m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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RWE RWE Generation UK plc
Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

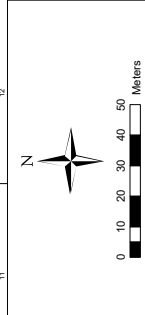
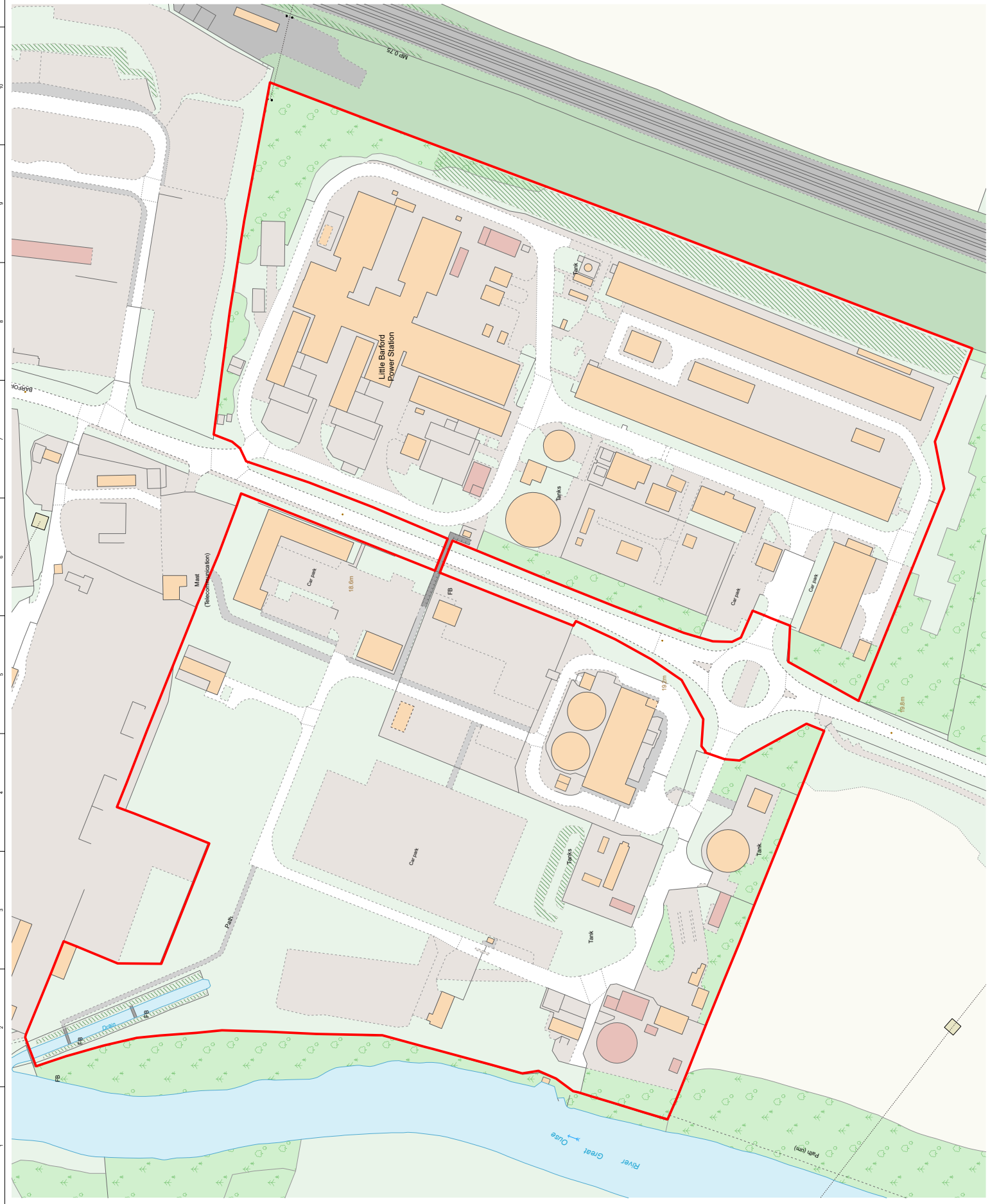
Size of original	A3	Scale of original	1:3,000
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Site
**PEMBROKE
POWER STATION**

Title
**PLAN 3
SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status
FINAL

Drawing Number
RWE/PMBRK/PMS/0031/B



Key:
— Extent of injunction area (2485m)

MJA	WM	30/09/25	WM	B
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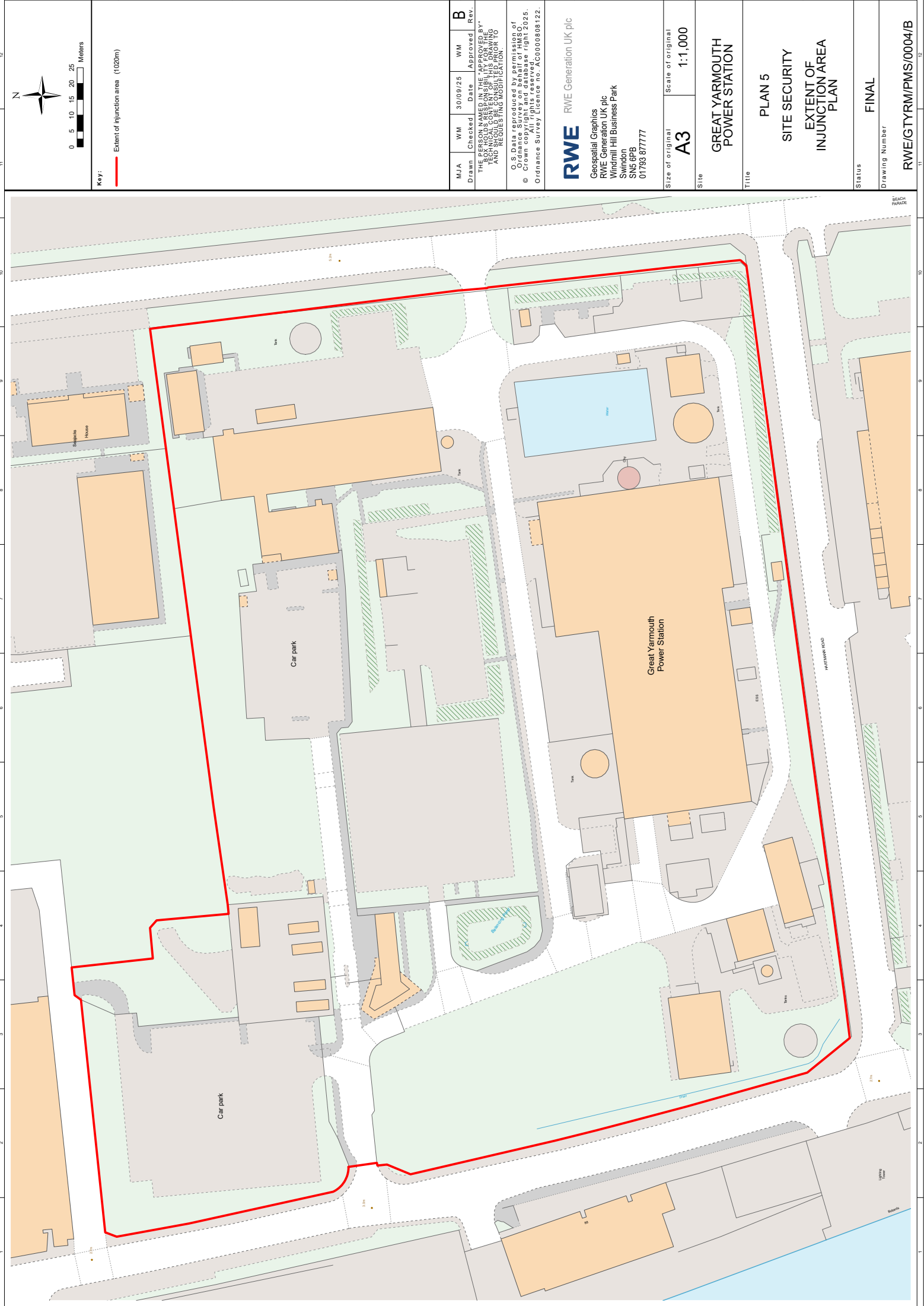
Size of original	A3	Scale of original	1:1,750
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Site
**LITTLE BARFORD
POWER STATION**

Title
**PLAN 4
SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status
FINAL

Drawing Number
RWE/LTLBR/PMS/0003/B



0 5 10 15 20 25
Meters

Key: — Extent of injunction area (1020m)

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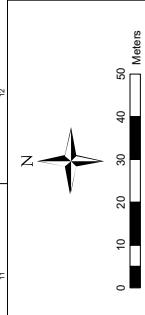
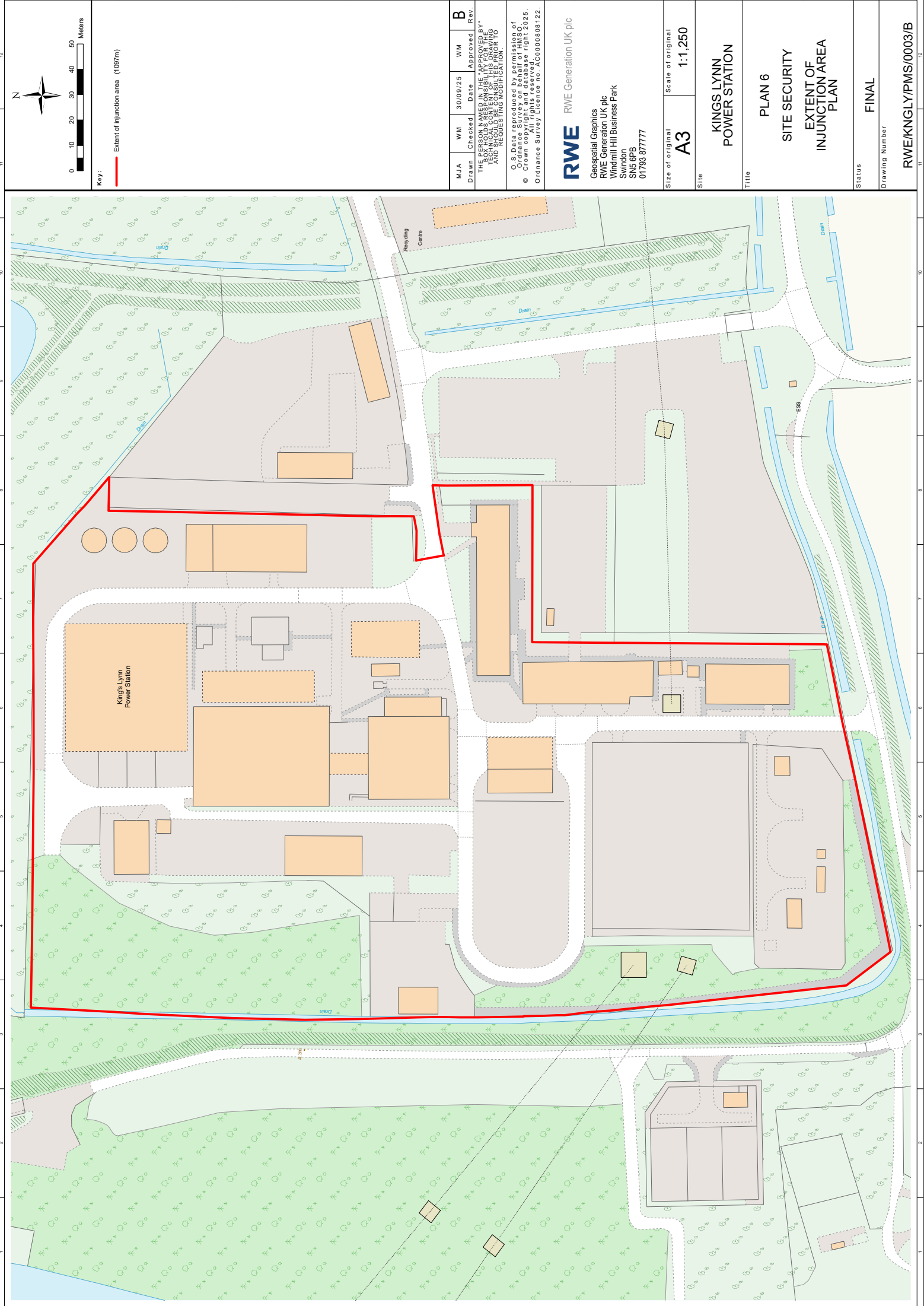
Size of original **A3** Scale of original **1:1,000**

Site **GREAT YARMOUTH POWER STATION**

Title **PLAN 5
SITE SECURITY
EXTENT OF
INJUNCTION AREA
PLAN**

Status **FINAL**

Drawing Number **RWE/GTYRM/PPMS/0004/B**



Key: — Extent of injunction area (1007m)

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Swindon
SN6 6PB
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Size of original **A3** Scale of original **1:1,250**

Site **KINGS LYNN POWER STATION**

Title **PLAN 6
SITE SECURITY
EXTENT OF
INUNCTION AREA
PLAN**

Status **FINAL**
Drawing Number

RWE/KNGLY/PMS/0003/B

RWE Generation UK PLC 2025. No part of this drawing may be reproduced without prior permission.

Michael Smart

From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 22 October 2025 18:00
To: Donal Kelly
Cc: Injunctions
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Donal

We have just spoken. I am responding to paragraph 3 of your letter of 21 October 2025 relating to discontinuance, and your suggestion in paragraph 3.3 that “*the effect of the undertakings will be to effectively put the claim against both Greenpeace companies into abeyance*”.

I do not agree that an undertaking to the court can only be enforced in circumstances where the person providing the undertaking is a party to an extant and ongoing claim. The authorities in the Claimant’s skeleton argument do not directly address the point. I consider that *Smith v Backhouse* in fact envisages the opposite: i.e. that generally a court will accept undertakings as part of a settlement agreement (para 33). A settlement usually results in either the dismissal or discontinuance of a claim or its being stayed.

I do not think that the discontinuance of a claim has the effect of extinguishing an undertaking unless the person providing the undertaking has obtained permission for it to be withdrawn.

I also continue to be of the view that the authorities you have referred to do not show that there is any requirement for Greenpeace Limited to be added to the proceedings for it to be able to give an undertaking – but should the claimant want to do that in order to achieve a settlement overall I shall not oppose.

If Greenpeace UK Limited and Greenpeace Limited are to give the undertakings proposed, they do require finality and certainty in the litigation. I do not at present understand why you say that “*the effect of the undertakings will be to effectively put the claim against both Greenpeace companies into abeyance*”.

In the circumstances, I propose that the undertakings be accompanied by an express order providing for (1) the claim against Greenpeace UK Limited and Greenpeace Limited (if it is added as a party) to be discontinued; and (2) there to be no order as to the costs of the proceedings. I am open to discussing a reasonable alternative which achieves the same finality and certainty.

Kind regards

Jack

From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 22 October 2025 16:06
To: 'Donal Kelly' <donal.kelly@osborneclarke.com>
Cc: 'Injunctions' <injunctions@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Hi Donal

I tried to call you. Please can you call me back on 07580999013?

Thanks

Jack

From: Donal Kelly <donal.kelly@osborneclarke.com>

Sent: 22 October 2025 15:39

To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>

Cc: Injunctions <injunctions@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Importance: High

Hi Jack,

Further to our call earlier this afternoon and your email below, your proposed amendments are agreed and have been incorporated into the attached engrossment versions.

Please arrange for these to be signed on behalf of the relevant Greenpeace entities and returned to me as soon as possible. They will be field at Court together with our application to add Greenpeace Limited as a party to the claim.

I look forward to hearing from you.

Kind regards

Donal Kelly

Legal Director
for Osborne Clarke LLP
osborneclarke.com

.....
Pronouns: He/Him

E donal.kelly@osborneclarke.com

T + 44 20 7105 7330

One London Wall, London EC2Y 5EB
.....



From: Jack Robirosa <jack.robirosa@greenpeace.org>

Sent: 22 October 2025 14:06

To: Donal Kelly <donal.kelly@osborneclarke.com>

Subject: FW: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

From: Jack Robirosa <jack.robirosa@greenpeace.org>

Sent: 22 October 2025 10:19

To: 'Injunctions' <injunctions@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Osborne Clarke

Thank you for preparing these undertakings. You haven't provided a draft undertaking, so I am not able to add comments in track. However I would comment that:

- Adding Greenpeace Limited as a Defendant in order to ensure that the undertaking it gives is effective: I am not sure this is strictly necessary, but I am unaware of authority directly on the point. The cases cited in RWE's skeleton do not expressly state that this is strictly necessary. However, the Greenpeace entities are comfortable with the approach provided the claim against Greenpeace is then properly settled.
- Please add a recital which states "The Claimant is willing to settle its claim against the [Second Defendant] on the basis of the undertaking and on the terms set out below"
- Paragraph 5 should be replaced with "There be no order as to the costs of and occasioned by this order and the undertaking recorded herein"

As to your letter:

- Re paragraph 5.1: "*on condition that the Greenpeace companies do not take steps to increase our client's costs*". For the avoidance of doubt, I understand that if our letter to court causes RWE to incur more costs, RWE will not seek to recover these costs from Greenpeace.

Kind regards

Jack

Jack Robirosa

Legal Counsel

Greenpeace UK

07580 999013

I do not work on Mondays.

Greenpeace Limited

Canonbury Villas

London N1 2PN

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From: Injunctions <injunctions@osborneclarke.com>

Sent: 21 October 2025 21:46

To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Further to the email below, please see attached the draft form undertakings.

Yours sincerely

Osborne Clarke LLP

osborneclarke.com

.....
E injunctions@osborneclarke.com

T + 44 20 7105 7000

One London Wall, London EC2Y 5EB
.....

From: Injunctions

Sent: 21 October 2025 21:03

To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Please see the attached correspondence.

Yours sincerely

Osborne Clarke LLP

osborneclarke.com

.....
E injunctions@osborneclarke.com

T + 44 20 7105 7000

One London Wall, London EC2Y 5EB
.....



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.....

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Osborne Clarke WP UK

For the attention of Jack Robirosa

Greenpeace UK Limited
Greenpeace House
Canonbury Villas
London
N1 2PN

Greenpeace Limited
Greenpeace House
Canonbury Villas
London
N1 2PN

By email only: jack.robirosa@greenpeace.org and exuk@greenpeace.org

Our reference DKA/10002880/O163728692.1/CMR

23 October 2025

Dear Greenpeace UK and Greenpeace

Claim: **PT-2025-001017 – RWE Generation UK PLC v (1) Persons Unknown and (2) Greenpeace UK Limited**

Greenpeace UK: **Greenpeace UK Limited (a company registered at Companies House with company number: 02463348)**

Greenpeace: **Greenpeace Limited (a company registered at Companies House with company number: 01314381)**

We refer to your email of 22 October 2025 (sent at 18:00) to this firm's Donal Kelly, and to the preceding telephone call.

We have consulted Leading Counsel and our client's position remains that the Claim cannot be discontinued against Greenpeace and Greenpeace UK once undertakings to the Court have been provided.

As held in *Option Consulting Services Ltd v Rutherford* [2025] EWHC 1646 (KB) (Bourne J at [41]), discontinuance against a party causes that person to cease to be a party to the claim. Further, CPR 38.2 requires the Court's permission to discontinue where any party has given an undertaking to the Court.

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Once the undertakings are provided, Greenpeace and Greenpeace UK will, in practical terms, have no further involvement in the Claim. It is also agreed that, subject to the undertakings being provided, each party will bear its own costs as between our client and Greenpeace/Greenpeace UK.

Accordingly, we can see no reason for either Greenpeace or Greenpeace UK to insist on the Claim being discontinued in these circumstances.

If the undertakings are not provided, our client will add Greenpeace as a party to the Claim and seek injunctive relief against all Defendants, as detailed in the Claim.

Please provide the signed undertakings by 11:00 am today, Thursday 23 October 2025.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Osborne Clarke LLP', written in a cursive style.

Osborne Clarke LLP

E injunctions@osborneclarke.com and donal.kelly@osborneclarke.com

Osborne Clarke LLP

One London Wall
London
EC27 5EB

FAO: Donal Kelly

By email only: injunctions@osborneclarke.com
donal.kelly@osborneclarke.com

Your Ref: **DKA/1002880**

23 October 2025

Dear Osborne Clarke LLP

RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited

Claim No PT-2025-001017

I refer to your letter dated 23 October 2025.

I do not understand how *Option Consulting Services Ltd v Rutherford* [2025] EWHC 1646 (KB) is of any assistance in this case. It concerns whether a non-party can be substituted for a party against whom a notice of discontinuance has been served. That is not authority that undertakings to the court are extinguished if proceedings are discontinued.

You have not addressed the authority in *Smith v Backhouse*, raised in my email of 22 October 2025. I have provided you on the phone (22 October 2025) with three examples where claims appear to have been discontinued against individuals who have provided undertakings in response to a claim for an injunction.

Jockey Club Racecourses (para 9): Shortly after the hearing before Roth J Mr Kidby and Mr Newman both settled with the Jockey Club, giving undertakings not to do the acts complained of, those undertakings lasting five years. Thus for practical purposes they fell out of these proceedings and they continued as proceedings against the various categories of persons unknown to which I have referred above.

High Speed Two (HS2) Limited (para 7): The Claimants have made clear that any Defendant who enters into suitable undertakings will be removed from the scope of the injunction (if granted). The named Defendants to whom this application relates has been in a state of flux. The Claimants must, upon receipt of this judgment, in the event I grant an injunction, produce a clear list of those Defendants (to be contained in a Schedule to it) to whom it, and those to whom it does not apply (whether because they have entered into undertakings, or for any other reason).

MBR Acres (paras 25-26): Apart from Mr Curtin, the claims against named individuals have all been settled. The one against the Twentieth Defendant, Lisa Jaffray, was settled early in the

trial. In most instances, the relevant individual has given undertakings as to his/her future activities regarding the Claimants and the Wyton Site. By the end of the trial, the claim was proceeding only against Mr Curtin, as a named Defendant, and various categories of Person(s) Unknown Defendants identified in Annex 1.

Without prejudice to our position above, we consider a practical resolution to the matter would an order by consent that on the Greenpeace entities providing the agreed undertakings:

- (1) the claims against the Greenpeace entities are stayed, with a liberty to apply;
- (2) the claims are discontinued upon the expiry of the undertaking in 12 months' time; and
- (3) there to be no order as to the costs of the proceedings

We remain open to discussing a sensible alternative.

We look forward to receiving your response as soon as possible, and by no later than 12pm on 23 October 2025. Should RWE instead continue with its injunction claim against the Greenpeace entities, we will rely on this correspondence, including on the question of costs.

Yours faithfully

Jack Robirosa

Greenpeace UK

For the attention of Jack Robirosa

Greenpeace UK Limited
Greenpeace House
Canonbury Villas
London
N1 2PN

Greenpeace Limited
Greenpeace House
Canonbury Villas
London
N1 2PN

By email only: jack.robirosa@greenpeace.org and exuk@greenpeace.org

Our reference DKA/10002880/O163728692.1/CMR

23 October 2025 - 2nd letter

Dear Greenpeace UK and Greenpeace

Claim: **PT-2025-001017 – RWE Generation UK PLC v (1) Persons Unknown and (2) Greenpeace UK Limited**

Greenpeace UK: **Greenpeace UK Limited (a company registered at Companies House with company number: 02463348)**

Greenpeace: **Greenpeace Limited (a company registered at Companies House with company number: 01314381)**

We refer to your letter of 23 October 2025, received by email at 10:01 a.m.

Given the urgency of this matter and the imminent return date, we did not address the authorities you cited on the call yesterday. In any event, none of the authorities you have identified support the proposition that a claim may be discontinued against a party that has given an undertaking to the Court.

Further, the Court cannot order discontinuance, it may grant permission for a party to discontinue all or any part of its claim against one or more Defendants.

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Without prejudice to our client's position on this issue, our client is prepared to proceed on the following basis, being its final proposal:

- (i) upon Greenpeace and Greenpeace UK providing undertakings in the forms enclosed with this letter (and subject to compliance with those undertakings) the Claim will be stayed as against those parties; and
- (ii) provided those undertakings are complied with up to and including 24 October 2026, the claim shall be dismissed against Greenpeace and Greenpeace UK on 24 October 2026.

Please provide the signed undertakings by 2:30pm today, Thursday 23 October 2025.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Osborne Clarke LLP', written in a cursive style.

Osborne Clarke LLP

E injunctions@osborneclarke.com and donal.kelly@osborneclarke.com

Enc. Undertakings.

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PROPERTY, TRUST AND PROBATE LIST

BETWEEN:

RWE GENERATION UK PLC
(Company registration number 3892782)

Claimant

and

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR
REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE
OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES
OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR
OTHERWISE.**

(2) GREENPEACE UK LIMITED
(Company registration number 02463348)

(3) GREENPEACE LIMITED
(Company registration number 01314381)

Defendants

[DRAFT] ORDER

PENAL NOTICE

**IF YOU THE WITHIN SECOND DEFENDANT BREACH THE UNDERTAKING OFFERED BY YOU
HEREIN OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THAT UNDERTAKING, YOU
MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE
YOUR ASSETS SEIZED.**

RECITALS

- A. On 3 October 2025, the court made an order on an ex parte basis restraining the Second Defendant from entering, occupying or remaining on, or damaging or defacing any part (including the perimeter fence) of the land and premises as set out in paragraph 1 of that order (the "**Interim Order**").

- B. The Interim Order was sealed by the court on 6 October 2025.
- C. The return date hearing is listed for 24 October 2025.
- D. The Second Defendant, without admission of liability, is willing to give an undertaking to the court on substantially the same terms as the Interim Order.
- E. The Claimant is willing to settle the Claim against the Second Defendant on the basis of the undertaking and the terms set out below.

Undertaking to the Court

1. Until the date 12 months from the date of this order or until further order of the court, whichever is earlier, the Second Defendant undertakes to the court that the Second Defendant will not:
 - i. enter, occupy or remain on, or damage or deface any part (including the perimeter fence) of the land and premises shown edged red on Plans 1 to 6 to this order, being:
 - a) Staythorpe Power Station, Staythorpe, Newark, NG23 5PS, as shown edged red on Plan 1;
 - b) Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2;
 - c) Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3;
 - d) Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4;
 - e) Great Yarmouth Power Station, , South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5; and
 - f) Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6; and
 - ii. in respect of anything prohibited by paragraph i above, (a) do it himself / herself / themselves in any other way or (b) do it by means of another person acting on his / her / their behalf, or acting on his / her / their instructions.

Duration, Liberty to Apply and Variations

2. The undertaking shall take effect immediately and shall continue until the date 12 months from the date of this order or until further order of the court, whichever is earlier.
3. Upon the making of this Order, the Claim against the Second Defendant shall be stayed except for the purpose of giving effect to its terms and to the Second Defendant's undertaking.
4. Subject to the Second Defendant having complied with its undertaking and the terms of this Order, the claim against the Second Defendant shall be dismissed with no order as to costs on the date 12 months from the date of this Order.

Service

5. Service of this Order on the Second Defendant may be effected by email to jack.robirosa@greenpeace.org and exuk@greenpeace.org.

Costs

6. There be no order as to the costs of and occasioned by this order and the undertaking recorded herein.

Statement of Acknowledgment by the Second Defendant's representative

The Second Defendant understands that the undertaking above has the same force and effect as an order of the court. The Second Defendant understands that if it breaches this undertaking it may be held in contempt of court and may be imprisoned, fined and / or have its assets seized. The Second Defendant confirms that it has been advised that it should seek legal advice. The Second Defendant confirms that it understands the meaning and effect of the undertaking.

Signed: _____

Name:

For and on behalf of the Second Defendant

Date:

OR

Signed: _____

[Solicitors' name], Solicitors for the Second Defendant

[Address, reference, email, telephone]

Date:

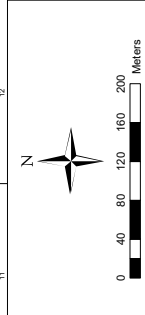
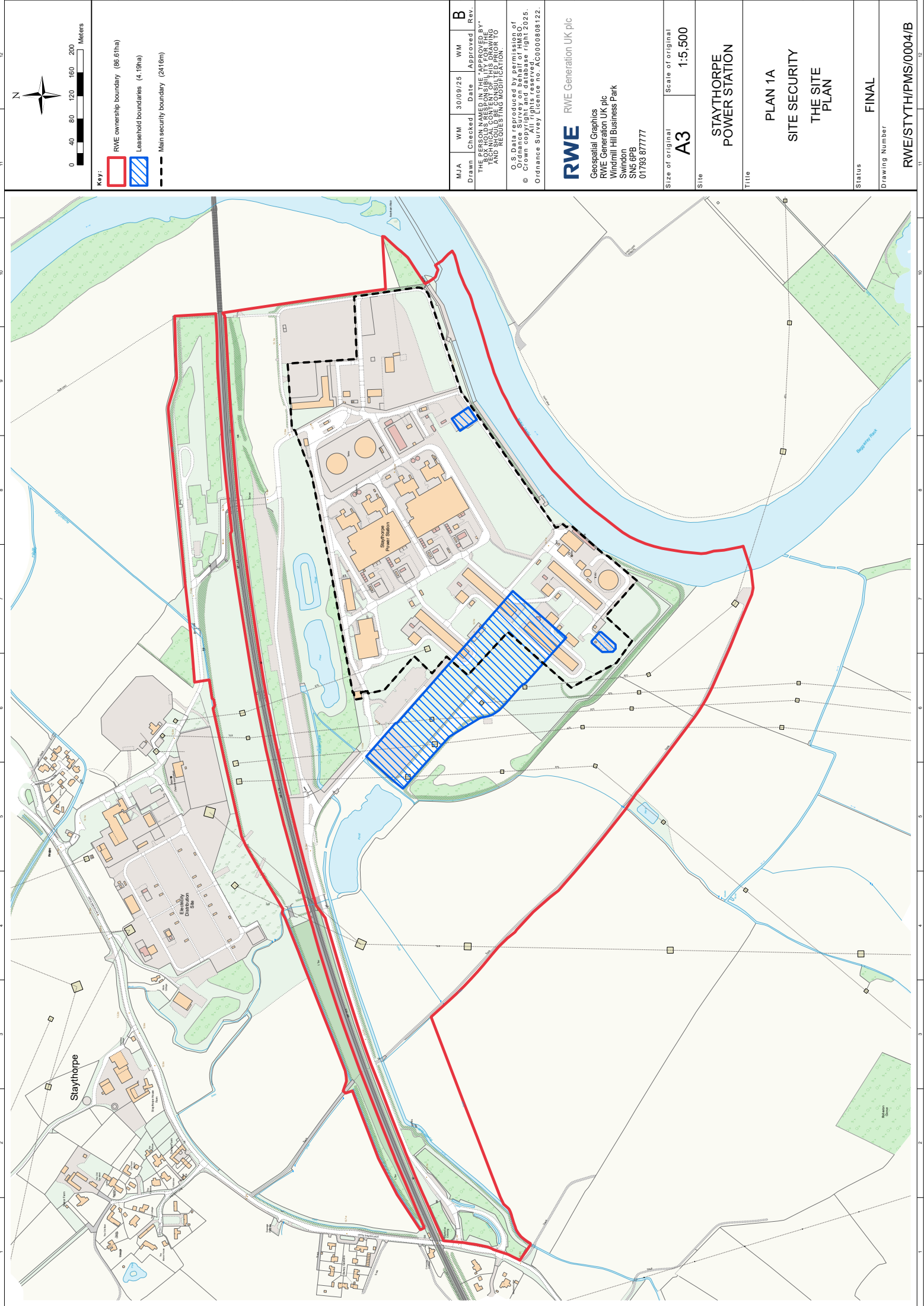
Judge's Endorsement

The Court notes and accepts the undertakings given by the Second Defendant recorded above.

Dated:

Judge:

SCHEDULE 1: PLANS 1-6



Key:

- RWE ownership boundary (86.6ha)
- Leasehold boundaries (4.19ha)
- Main security boundary (2416m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

Size of original
A3

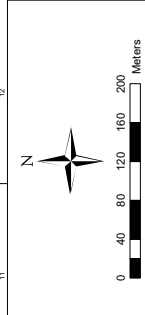
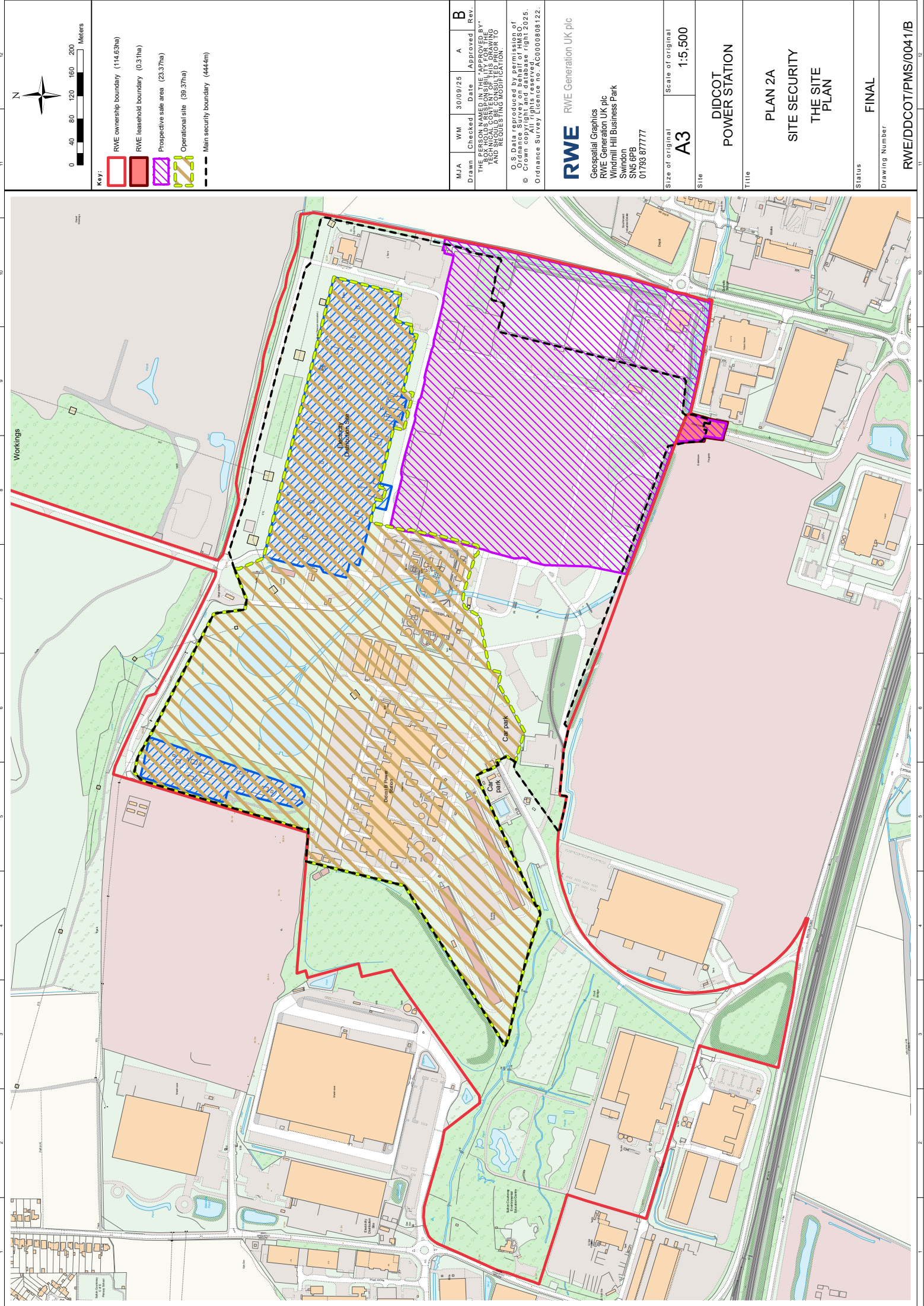
Scale of original
1:5,500

Site
**STAYTHORPE
POWER STATION**

Title
**PLAN 1A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/STYTH/PMS/0004/B



- Key:
- RWE ownership boundary (114.63ha)
 - RWE leasehold boundary (0.31ha)
 - Prospective sale area (23.37ha)
 - Operational site (39.37ha)
 - Main security boundary (4444m)

MJA	WM	30/09/25	Date	Approved	Rev.
				A	B
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RWE Generation UK plc
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Swindon
SN6 6PB
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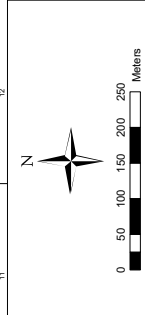
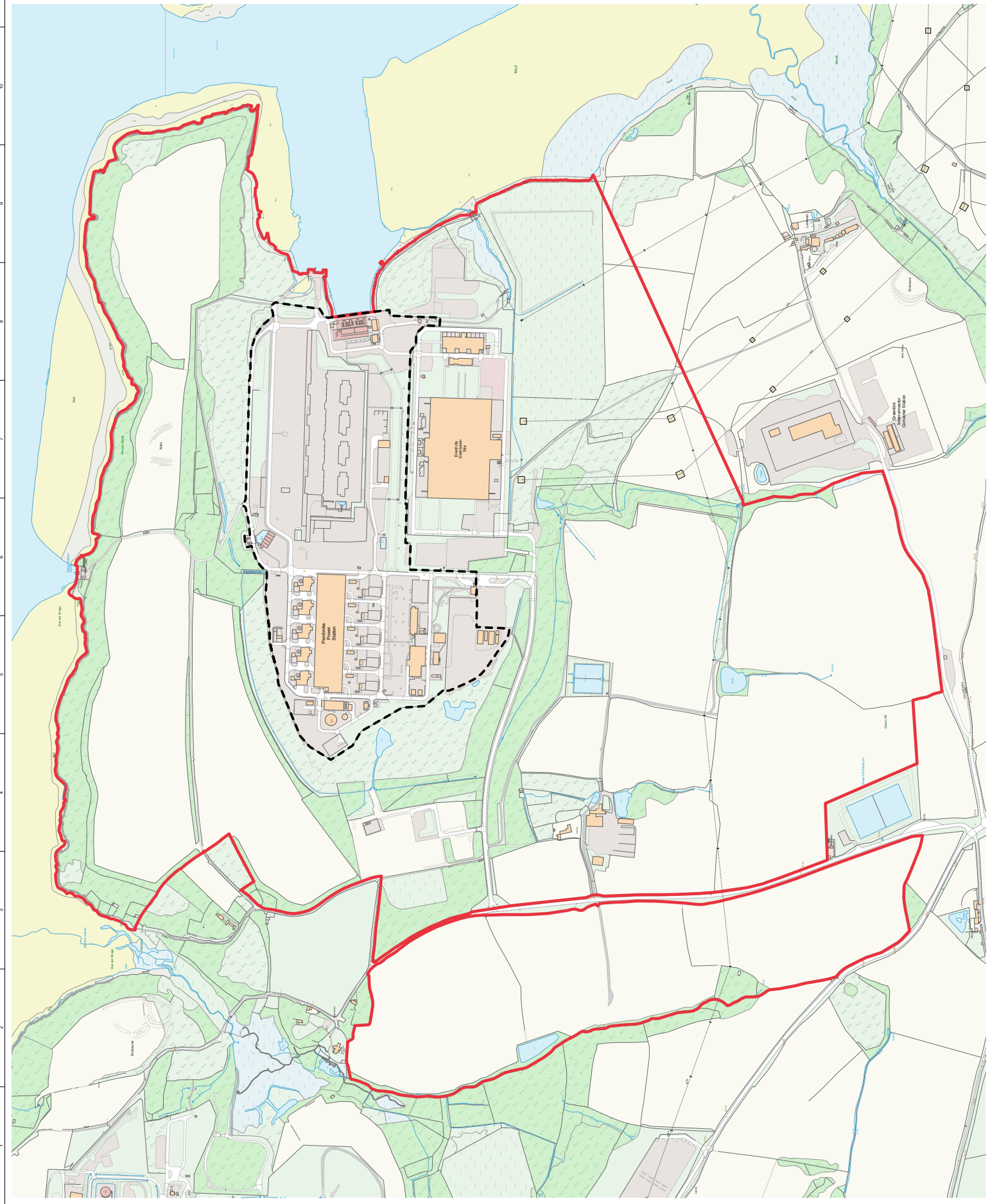
Size of original	A3	Scale of original	1:5,500
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Site
**DIDCOT
POWER STATION**

Title
**PLAN 2A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/DDCOT/PMS/0041/B



Key:

- RWE ownership boundary (271.54ha)
- Main security boundary (3059m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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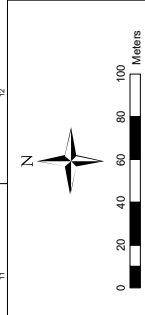
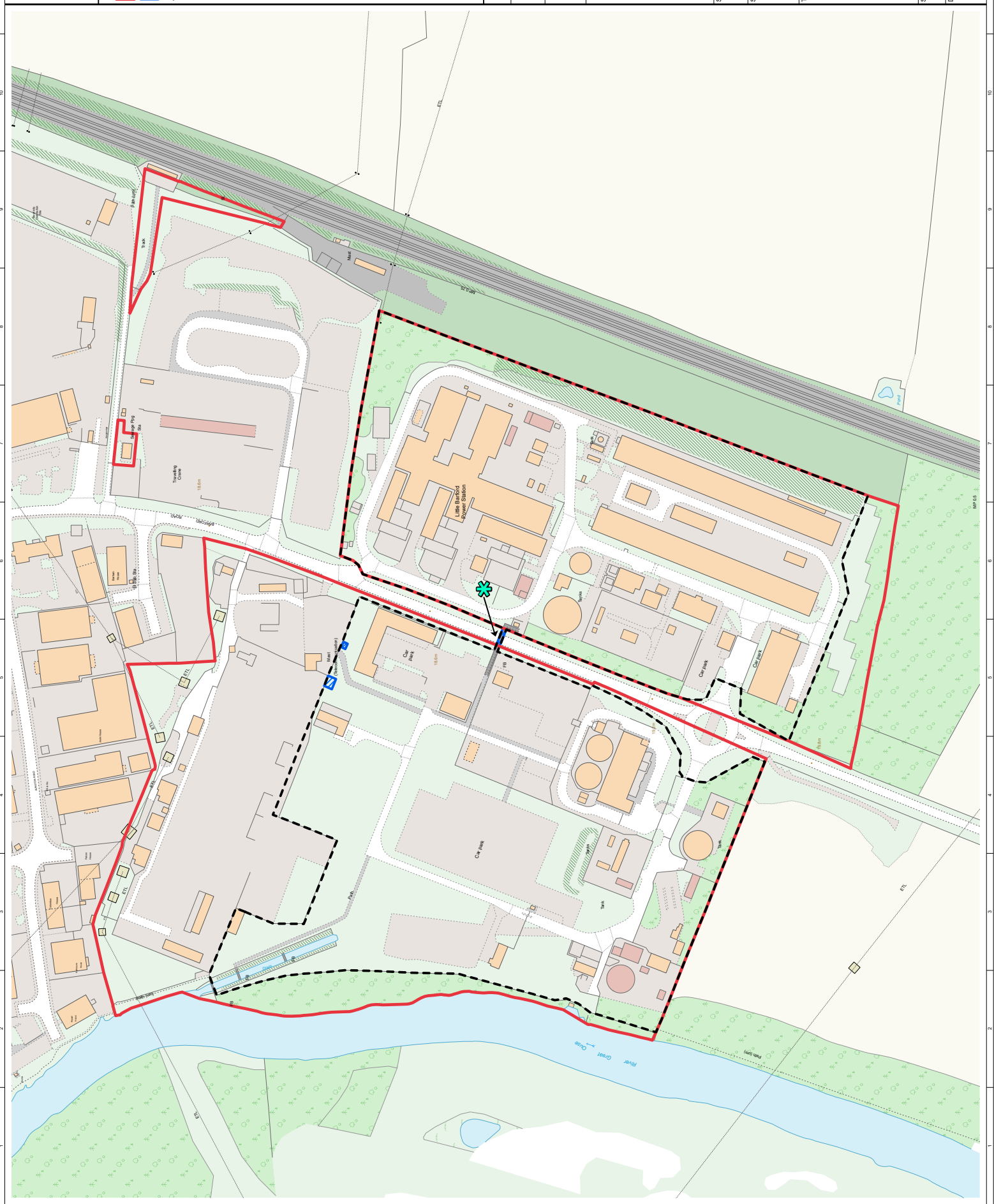
Size of original	A3	Scale of original	1:7,500
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Site
**PEMBROKE
POWER STATION**

Title
**PLAN 3A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/PMBRK/PMS/0030/B



Key:

- RWE ownership boundary (19.7ha)
- Third Party Areas
- Main security boundary (248.5m)
- Location of Little Barford footprint

MJA	WM	30/09/25	WM	D
Drawn	Checked	Date	Approved	Rev
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RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
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Size of original	Scale of original
A3	1:2,500

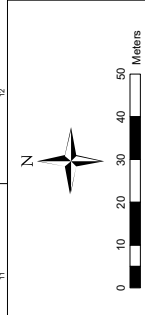
Site
**LITTLE BARFORD
POWER STATION**

Title
PLAN 4A

**SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/LTLBR/PMS/0002/D



Key:

- RWE ownership boundary (5.73ha)
- Leasehold boundaries (0.11ha)
- Main security boundary (1020m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.				
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Conceptual Graphics
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Swindon
SN6 6PB
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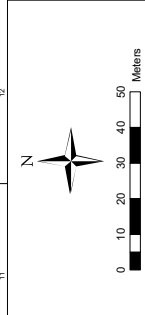
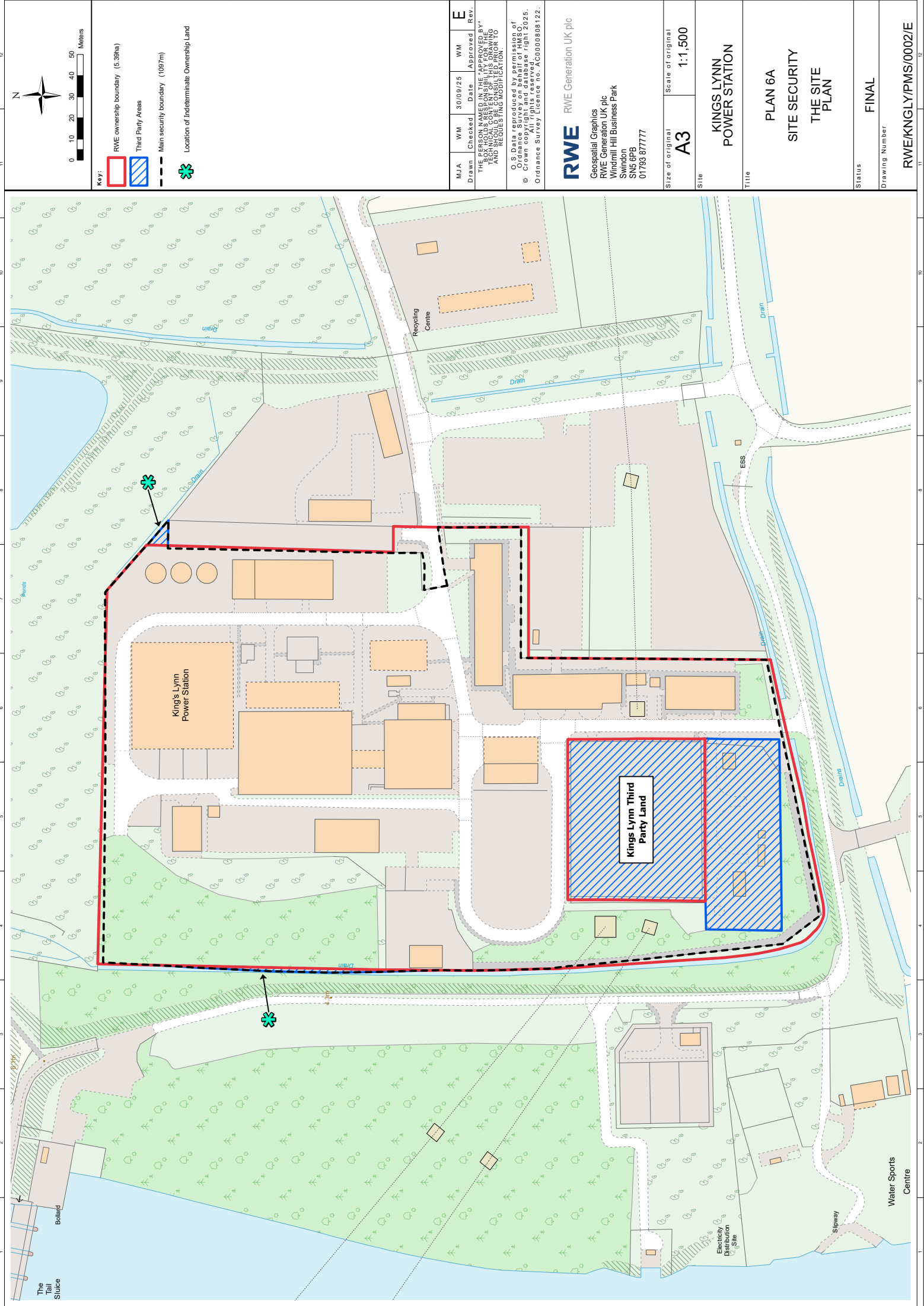
Size of original	A3	Scale of original	1:1,250
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Site
**GREAT YARMOUTH
POWER STATION**

Title
**PLAN 5A
SITE SECURITY
THE SITE
PLAN**

Status	FINAL
Drawing Number	

RWE/GTYRM/PPMS/0003/B



Key:

- RWE ownership boundary (5.39ha)
- Third Party Areas
- Main security boundary (1097m)
- Location of Indeterminate Ownership Land

MJA	WM	30/09/25	WM	E
Drawn	Checked	Date	Approved	Rev
THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.				
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RWE RWE Generation UK plc
Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

Size of original	A3
Scale of original	1:1,500

Site
**KINGS LYNN
POWER STATION**

Title
**PLAN 6A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/KNGLY/PMS/0002/E

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PROPERTY, TRUST AND PROBATE LIST

BETWEEN:

RWE GENERATION UK PLC
(Company registration number 3892782)

Claimant

and

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR
REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE
OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES
OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR
OTHERWISE.**

(2) GREENPEACE UK LIMITED
(Company registration number 02463348)

(3) GREENPEACE LIMITED
(Company registration number 01314381)

Defendants

[DRAFT] ORDER

PENAL NOTICE

**IF YOU THE WITHIN THIRD DEFENDANT BREACH THE UNDERTAKING OFFERED BY YOU
HEREIN OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THAT UNDERTAKING, YOU
MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE
YOUR ASSETS SEIZED.**

RECITALS

- A. On 3 October 2025, the court made an order on an ex parte basis restraining the Second Defendant from entering, occupying or remaining on, or damaging or defacing any part (including the perimeter fence) of the land and premises as set out in paragraph 1 of that order (the "Interim Order").
- B. The Interim Order was sealed by the court on 6 October 2025.

- C. The return date hearing is listed for 24 October 2025.
- D. The Third Defendant, without admission of liability, is willing to give an undertaking to the court on substantially the same terms as the Interim Order.
- E. The Claimant is willing to settle the Claim against the Third Defendant on the basis of the undertaking and the terms set out below.

Undertaking to the Court

1. Until the date 12 months from the date of this order or until further order of the court, whichever is earlier, the Third Defendant undertakes to the court that the Third Defendant will not:
 - i. enter, occupy or remain on, or damage or deface any part (including the perimeter fence) of the land and premises shown edged red on Plans 1 to 6 to this order, being:
 - a) Staythorpe Power Station, Staythorpe, Newark, NG23 5PS, as shown edged red on Plan 1;
 - b) Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2;
 - c) Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3;
 - d) Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4;
 - e) Great Yarmouth Power Station, , South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5; and
 - f) Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6; and
 - ii. in respect of anything prohibited by paragraph i above, (a) do it himself / herself / themselves in any other way or (b) do it by means of another person acting on his / her / their behalf, or acting on his / her / their instructions.

Duration, Liberty to Apply and Variations

2. The undertaking shall take effect immediately and shall continue until the date 12 months from the date of this order or until further order of the court, whichever is earlier.
3. Upon the making of this Order, the Claim against the Third Defendant shall be stayed except for the purpose of giving effect to its terms and to the Third Defendant's undertaking.
4. Subject to the Third Defendant having complied with its undertaking and the terms of this Order, the claim against the Third Defendant shall be dismissed with no order as to costs on the date 12 months from the date of this Order.

Service

5. Service of this order may be effected by email to jack.robirosa@greenpeace.org and exuk@greenpeace.org.

Costs

5. There be no order as to the costs of and occasioned by this order and the undertaking recorded herein.

Statement of Acknowledgment by the Third Defendant

The Third Defendant understands that the undertaking above has the same force and effect as an order of the court. The Third Defendant understands that if it breaches this undertaking it may be held in contempt of court and may be imprisoned, fined and / or have its assets seized. The Third Defendant confirms that it has been advised that it should seek legal advice. The Third Defendant confirms that it understands the meaning and effect of the undertaking.

Signed: _____

Name:

For and on behalf of the Third Defendant

Date:

OR

Signed: _____

[Solicitors' name], Solicitors for the Third Defendant

[Address, reference, email, telephone]

Date:

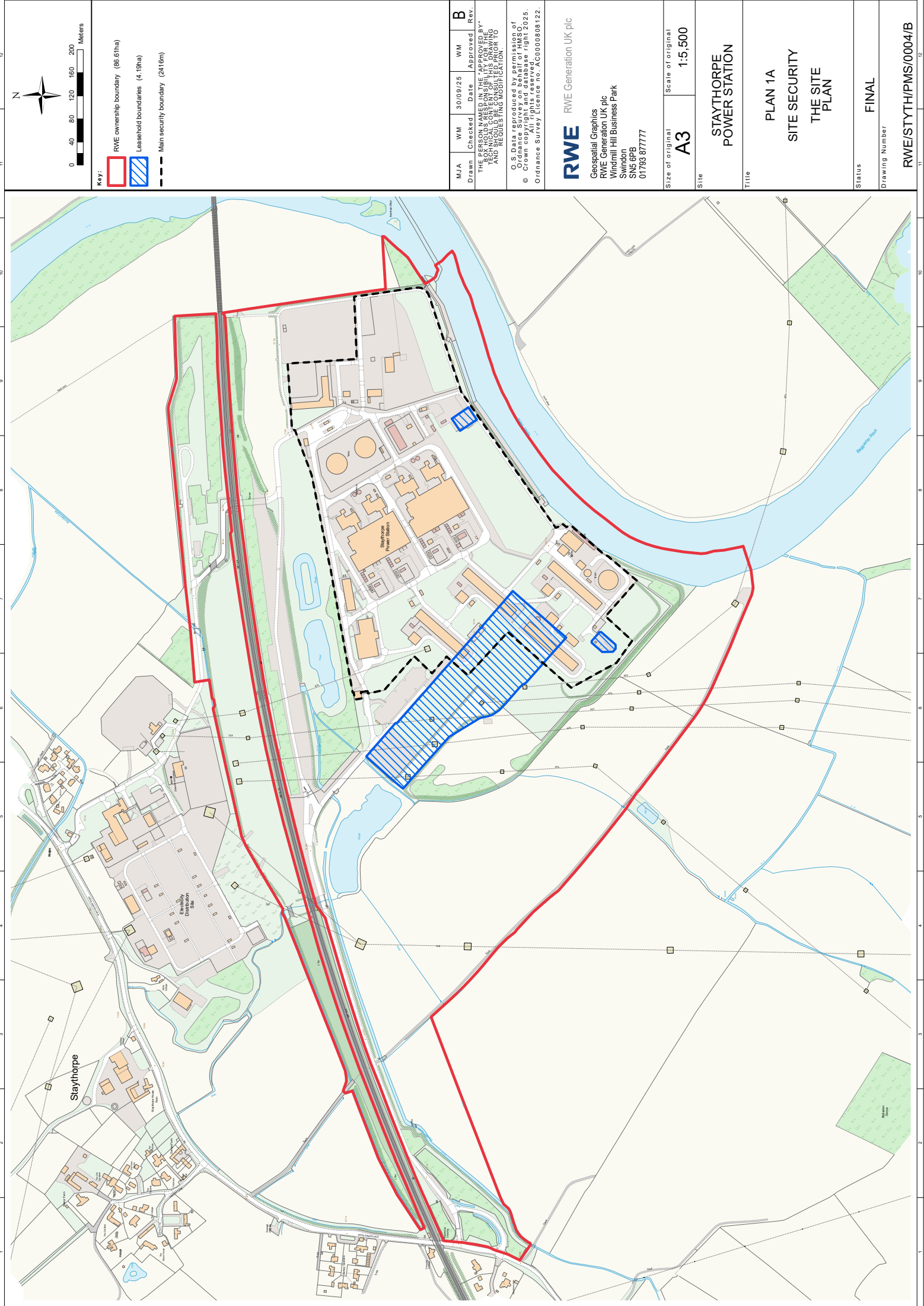
Judge's Endorsement

The Court notes and accepts the undertakings given by the Third Defendant recorded above.

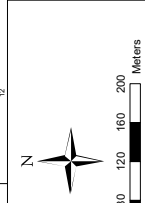
Dated:

Judge:

SCHEDULE 1: PLANS 1-6



0 40 80 120 160 200
Meters



Key:

- RWE ownership boundary (86.6ha)
- Leasehold boundaries (4.19ha)
- Main security boundary (2416m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

Size of original
A3

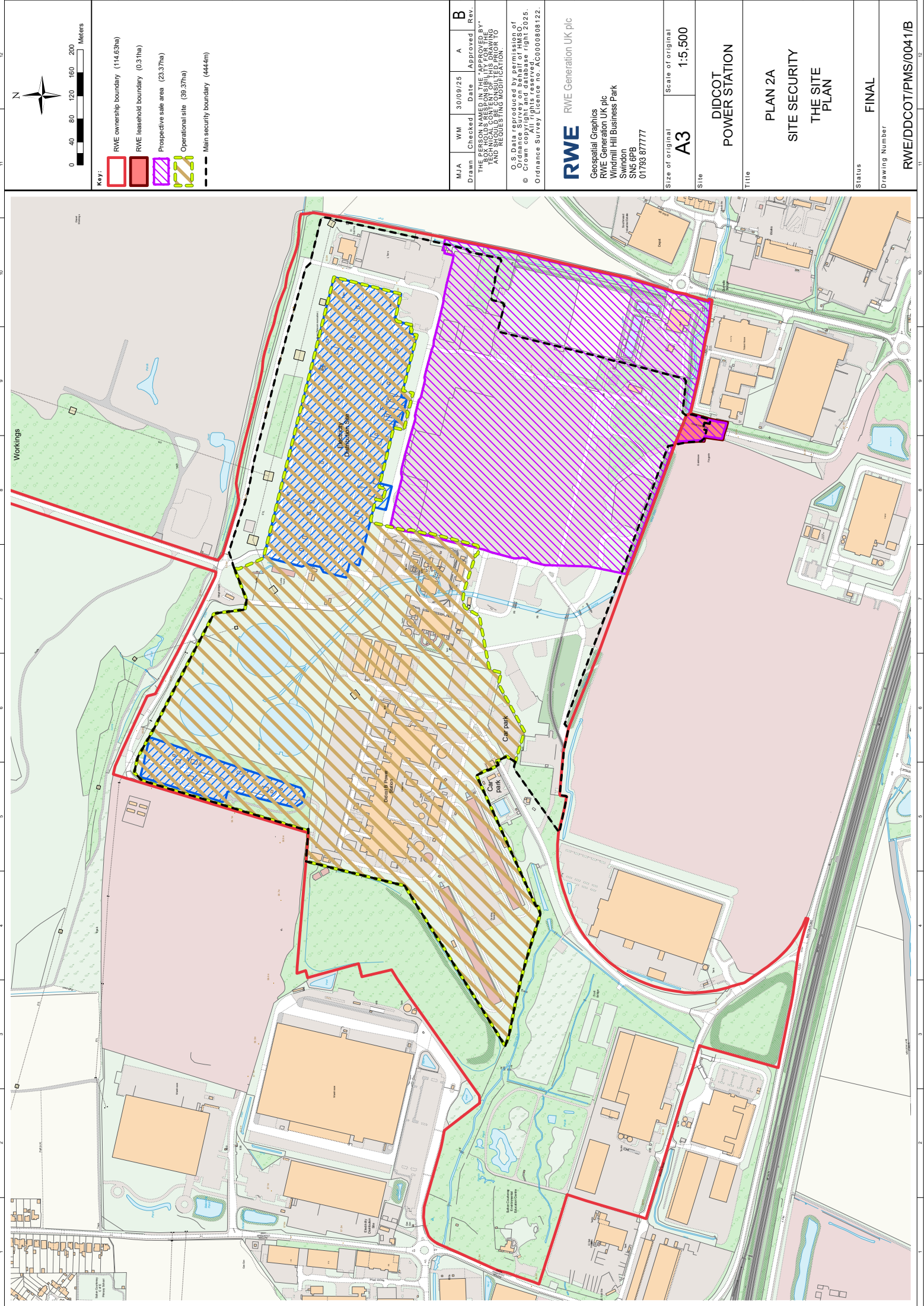
Scale of original
1:5,500

Site
**STAYTHORPE
POWER STATION**

Title
**PLAN 1A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/STYTH/PMS/0004/B



Key:

RWE ownership boundary (114.63ha)

RWE leasehold boundary (0.31ha)

Prospective sale area (23.37ha)

Operational site (39.37ha)

Main security boundary (4444m)

MJA	WM	30/09/25	A	B
Drawn Checked Date Approved Rev.				
THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE CONTENTS OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.				
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RWE RWE Generation UK plc				
Geospatial Graphics				
RWE Generation UK plc				
Windmill Hill Business Park				
Swindon				
SNC 6PB				
01793 877777				

Size of original

A3

Scale of original

1:5,500

Site

DIDCOT POWER STATION

Title

PLAN 2A

SITE SECURITY

THE SITE PLAN

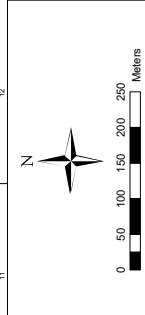
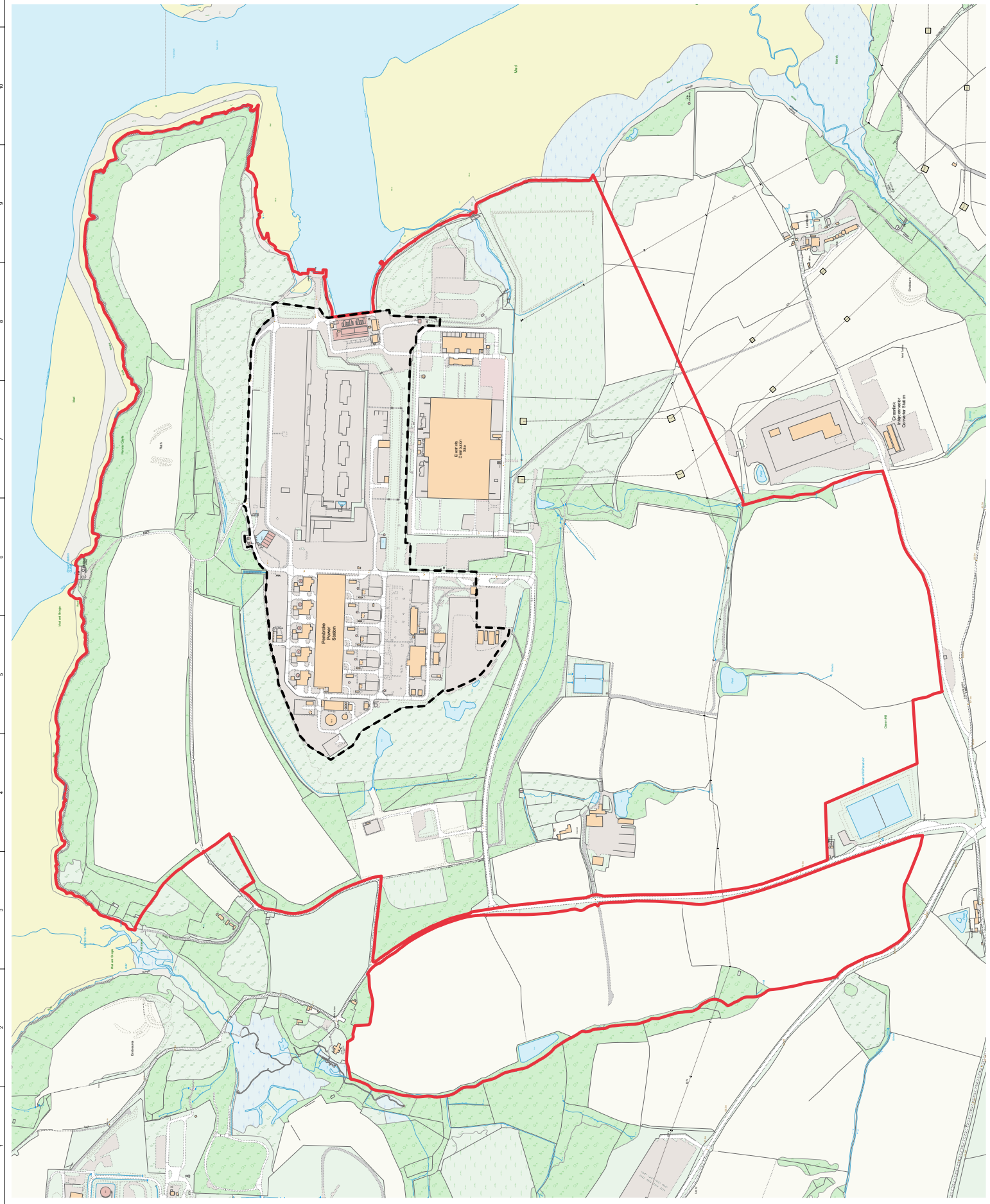
Status

FINAL

Drawing Number

RWE/DDCOT/PMS/0041/B

RWE Generation UK PLC 2025. No part of this drawing may be reproduced without prior permission.



Key:

- RWE ownership boundary (271.54ha)
- Main security boundary (3059m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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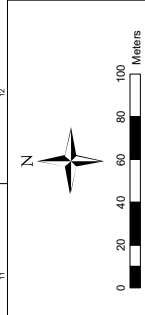
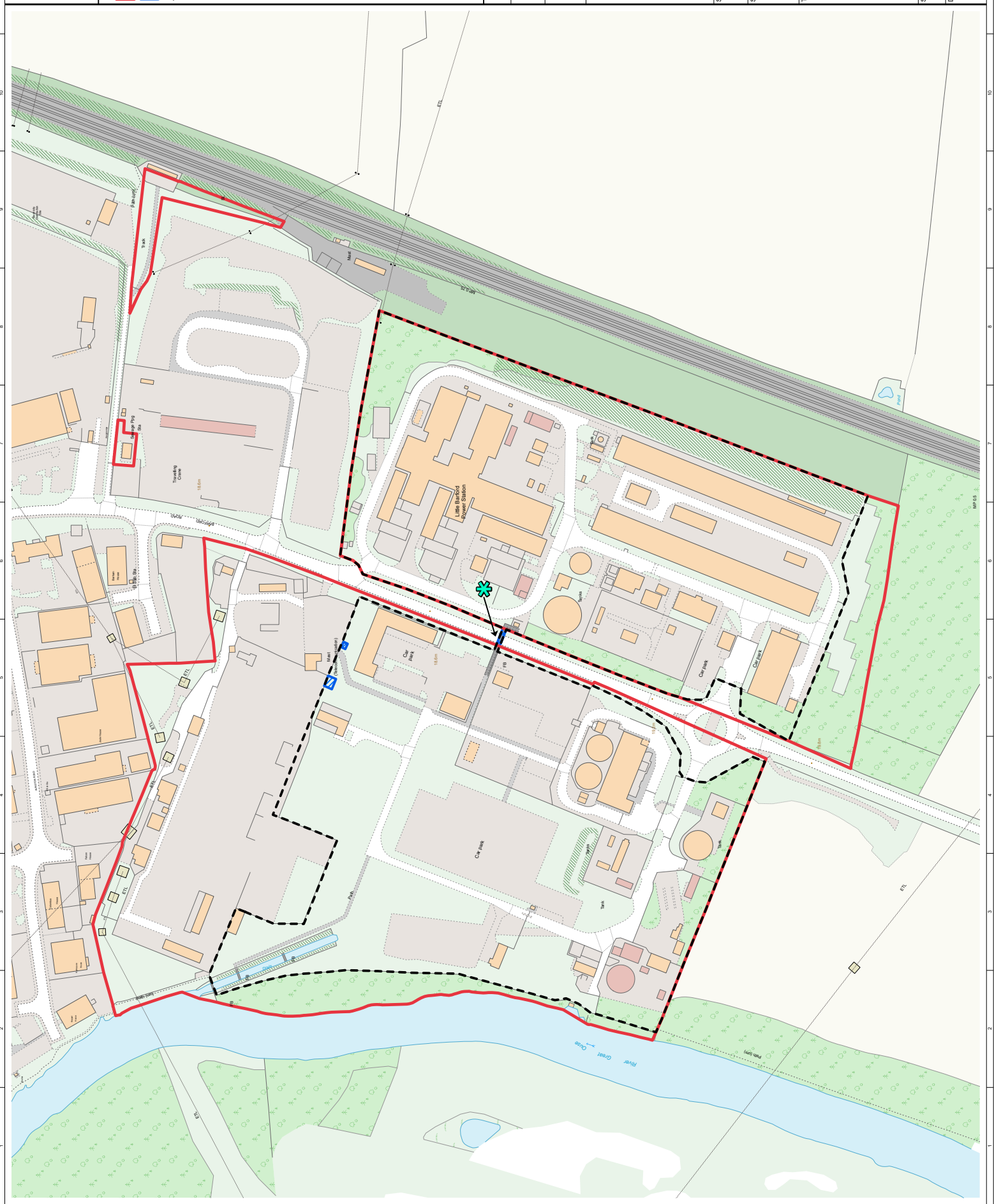
Size of original	A3	Scale of original	1:7,500
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Site
**PEMBROKE
POWER STATION**

Title
**PLAN 3A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/PMBRK/PMS/0030/B



Key:

- RWE ownership boundary (19.7ha)
- Third Party Areas
- Main security boundary (2485m)
- Location of Little Barford footprint

MJA	WM	30/09/25	WM	D
Drawn	Checked	Date	Approved	Rev
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SN6 6PB
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Size of original	Scale of original
A3	1:2,500

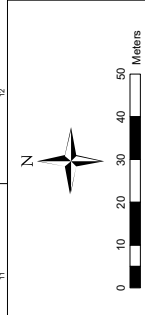
Site
**LITTLE BARFORD
POWER STATION**

Title
PLAN 4A

**SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/LTLBR/PMS/0002/D



Key:

- RWE ownership boundary (5.73ha)
- Leasehold boundaries (0.11ha)
- Main security boundary (1020m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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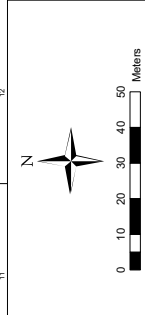
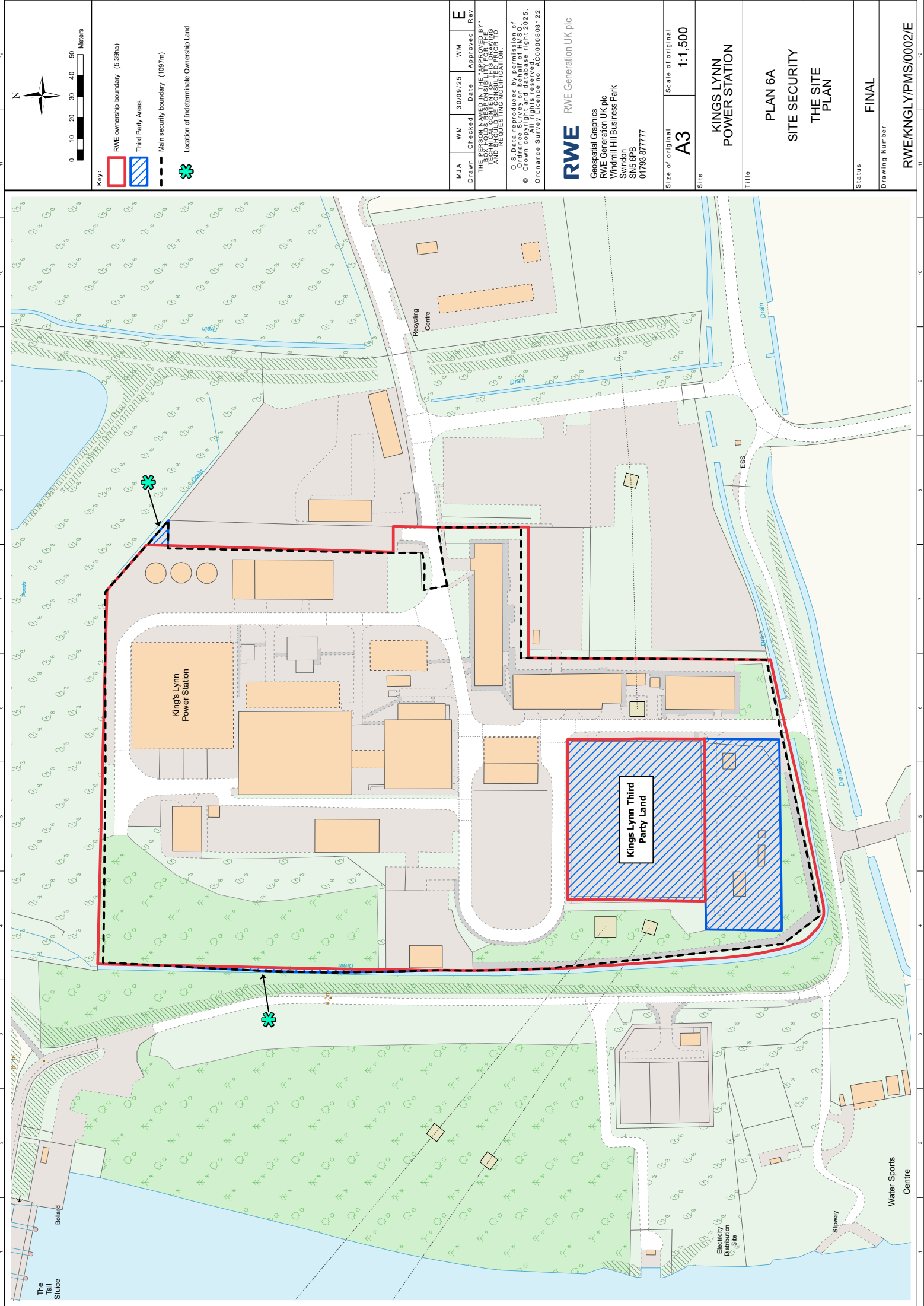
Size of original	A3	Scale of original	1:1,250
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Site
**GREAT YARMOUTH
POWER STATION**

Title
**PLAN 5A
SITE SECURITY
THE SITE
PLAN**

Status	FINAL
Drawing Number	

RWE/GTYRM/PPMS/0003/B



Key:

- RWE ownership boundary (5.39ha)
- Third Party Areas
- Main security boundary (1097m)
- Location of Indeterminate Ownership Land

MJA	WM	30/09/25	WM	E
Drawn	Checked	Date	Approved	Rvw
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Swindon
SN6 6PB
01793 877777

Size of original
A3
Scale of original
1:1,500

Site
**KINGS LYNN
POWER STATION**

Title
**PLAN 6A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/KNGLY/PMS/0002/E

Michael Smart

From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 23 October 2025 13:38
To: Injunctions
Cc: exuk@greenpeace.org; Donal Kelly
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]
Attachments: PT-2025-001017 - DRAFT Undertaking - Third Defendant_signed.pdf;
PT-2025-001017 - DRAFT Undertaking - Second Defendant_signed.pdf

Dear Osborne Clarke

Please see attached the signed undertakings.

Yours faithfully

Jack Robirosa
Legal Counsel
Greenpeace UK
07580 999013

I do not work on Mondays.

Greenpeace Limited
Canonbury Villas
London N1 2PN

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From: Injunctions <injunctions@osborneclarke.com>
Sent: 23 October 2025 12:36
To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>
Cc: exuk@greenpeace.org; Donal Kelly <Donal.Kelly@osborneclarke.com>
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]
Importance: High

Dear Mr Robirosa,

Please see the attached correspondence and enclosures.

We await your reply.

Yours faithfully

Osborne Clarke LLP
osborneclarke.com

.....
E injunctions@osborneclarke.com
T + 44 20 7105 7330
One London Wall, London EC2Y 5EB
.....

From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 23 October 2025 10:01
To: Injunctions <injunctions@osborneclarke.com>
Cc: Donal Kelly <Donal.Kelly@osborneclarke.com>; exuk@greenpeace.org
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Osborne Clarke

Please see attached.

Yours faithfully

Jack Robirosa
Legal Counsel
Greenpeace UK
07580 999013

I do not work on Mondays.

Greenpeace Limited
Canonbury Villas
London N1 2PN

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From: Injunctions <injunctions@osborneclarke.com>
Sent: 23 October 2025 09:18
To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>
Cc: Donal Kelly <Donal.Kelly@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]
Importance: High

Dear Mr Robirosa,

Please see the attached correspondence, requiring your immediate attention.

Yours faithfully

Osborne Clarke LLP
osborneclarke.com

.....
Pronouns: He/Him

E donal.kelly@osborneclarke.com

T + 44 20 7105 7330

One London Wall, London EC2Y 5EB
.....



From: Jack Robirosa <jack.robirosa@greenpeace.org>

Sent: 22 October 2025 18:00

To: Donal Kelly <donal.kelly@osborneclarke.com>

Cc: Injunctions <injunctions@osborneclarke.com>

Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Donal

We have just spoken. I am responding to paragraph 3 of your letter of 21 October 2025 relating to discontinuance, and your suggestion in paragraph 3.3 that *“the effect of the undertakings will be to effectively put the claim against both Greenpeace companies into abeyance”*.

I do not agree that an undertaking to the court can only be enforced in circumstances where the person providing the undertaking is a party to an extant and ongoing claim. The authorities in the Claimant’s skeleton argument do not directly address the point. I consider that *Smith v Backhouse* in fact envisages the opposite: i.e. that generally a court will accept undertakings as part of a settlement agreement (para 33). A settlement usually results in either the dismissal or discontinuance of a claim or its being stayed.

I do not think that the discontinuance of a claim has the effect of extinguishing an undertaking unless the person providing the undertaking has obtained permission for it to be withdrawn.

I also continue to be of the view that the authorities you have referred to do not show that there is any requirement for Greenpeace Limited to be added to the proceedings for it to be able to give an undertaking – but should the claimant want to do that in order to achieve a settlement overall I shall not oppose.

If Greenpeace UK Limited and Greenpeace Limited are to give the undertakings proposed, they do require finality and certainty in the litigation. I do not at present understand why you say that *“the effect of the undertakings will be to effectively put the claim against both Greenpeace companies into abeyance”*.

In the circumstances, I propose that the undertakings be accompanied by an express order providing for (1) the claim against Greenpeace UK Limited and Greenpeace Limited (if it is added as a party) to

be discontinued; and (2) there to be no order as to the costs of the proceedings. I am open to discussing a reasonable alternative which achieves the same finality and certainty.

Kind regards

Jack

From: Jack Robirosa <jack.robirosa@greenpeace.org>
Sent: 22 October 2025 16:06
To: 'Donal Kelly' <donal.kelly@osborneclarke.com>
Cc: 'Injunctions' <injunctions@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Hi Donal

I tried to call you. Please can you call me back on 07580999013?

Thanks

Jack

From: Donal Kelly <donal.kelly@osborneclarke.com>
Sent: 22 October 2025 15:39
To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>
Cc: Injunctions <injunctions@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]
Importance: High

Hi Jack,

Further to our call earlier this afternoon and your email below, your proposed amendments are agreed and have been incorporated into the attached engrossment versions.

Please arrange for these to be signed on behalf of the relevant Greenpeace entities and returned to me as soon as possible. They will be field at Court together with our application to add Greenpeace Limited as a party to the claim.

I look forward to hearing from you.

Kind regards

Donal Kelly

Legal Director
for Osborne Clarke LLP
osborneclarke.com

.....
Pronouns: He/Him

E donal.kelly@osborneclarke.com

T + 44 20 7105 7330

One London Wall, London EC2Y 5EB
.....



From: Jack Robirosa <jack.robirosa@greenpeace.org>

Sent: 22 October 2025 14:06

To: Donal Kelly <donal.kelly@osborneclarke.com>

Subject: FW: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

From: Jack Robirosa <jack.robirosa@greenpeace.org>

Sent: 22 October 2025 10:19

To: 'Injunctions' <injunctions@osborneclarke.com>; 'exuk@greenpeace.org' <exuk@greenpeace.org>

Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Osborne Clarke

Thank you for preparing these undertakings. You haven't provided a draft undertaking, so I am not able to add comments in track. However I would comment that:

- Adding Greenpeace Limited as a Defendant in order to ensure that the undertaking it gives is effective: I am not sure this is strictly necessary, but I am unaware of authority directly on the point. The cases cited in RWE's skeleton do not expressly state that this is strictly necessary. However, the Greenpeace entities are comfortable with the approach provided the claim against Greenpeace is then properly settled.
- Please add a recital which states "The Claimant is willing to settle its claim against the [Second Defendant] on the basis of the undertaking and on the terms set out below"
- Paragraph 5 should be replaced with "There be no order as to the costs of and occasioned by this order and the undertaking recorded herein"

As to your letter:

- Re paragraph 5.1: "*on condition that the Greenpeace companies do not take steps to increase our client's costs*". For the avoidance of doubt, I understand that if our letter to court causes RWE to incur more costs, RWE will not seek to recover these costs from Greenpeace.

Kind regards

Jack

Jack Robirosa
Legal Counsel
Greenpeace UK
07580 999013

I do not work on Mondays.

Greenpeace Limited
Canonbury Villas
London N1 2PN

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From: Injunctions <injunctions@osborneclarke.com>
Sent: 21 October 2025 21:46
To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>; 'exuk@greenpeace.org' <exuk@greenpeace.org>
Subject: RE: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Further to the email below, please see attached the draft form undertakings.

Yours sincerely

Osborne Clarke LLP
osborneclarke.com

.....
E injunctions@osborneclarke.com
T + 44 20 7105 7000
One London Wall, London EC2Y 5EB
.....

From: Injunctions
Sent: 21 October 2025 21:03
To: 'Jack Robirosa' <jack.robirosa@greenpeace.org>; 'exuk@greenpeace.org' <exuk@greenpeace.org>
Subject: RWE Generation UK PLC v (1) Persons unknown (2) Greenpeace UK Limited [OC-OC_UK.FID8569336]

Dear Mr Robirosa,

Please see the attached correspondence.

Yours sincerely

Osborne Clarke LLP
osborneclarke.com

.....
E injunctions@osborneclarke.com
T + 44 20 7105 7000
One London Wall, London EC2Y 5EB
.....



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.....

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Osborne Clarke WP UK

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PROPERTY, TRUST AND PROBATE LIST

BETWEEN:

RWE GENERATION UK PLC
(Company registration number 3892782)

Claimant

and

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR
REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE
OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES
OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR
OTHERWISE.**

(2) GREENPEACE UK LIMITED
(Company registration number 02463348)

(3) GREENPEACE LIMITED
(Company registration number 01314381)

Defendants

[DRAFT] ORDER

PENAL NOTICE

**IF YOU THE WITHIN SECOND DEFENDANT BREACH THE UNDERTAKING OFFERED BY YOU
HEREIN OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THAT UNDERTAKING, YOU
MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE
YOUR ASSETS SEIZED.**

RECITALS

- A. On 3 October 2025, the court made an order on an ex parte basis restraining the Second Defendant from entering, occupying or remaining on, or damaging or defacing any part (including the perimeter fence) of the land and premises as set out in paragraph 1 of that order (the "**Interim Order**").

- B. The Interim Order was sealed by the court on 6 October 2025.
- C. The return date hearing is listed for 24 October 2025.
- D. The Second Defendant, without admission of liability, is willing to give an undertaking to the court on substantially the same terms as the Interim Order.
- E. The Claimant is willing to settle the Claim against the Second Defendant on the basis of the undertaking and the terms set out below.

Undertaking to the Court

1. Until the date 12 months from the date of this order or until further order of the court, whichever is earlier, the Second Defendant undertakes to the court that the Second Defendant will not:
 - i. enter, occupy or remain on, or damage or deface any part (including the perimeter fence) of the land and premises shown edged red on Plans 1 to 6 to this order, being:
 - a) Staythorpe Power Station, Staythorpe, Newark, NG23 5PS, as shown edged red on Plan 1;
 - b) Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2;
 - c) Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3;
 - d) Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4;
 - e) Great Yarmouth Power Station, , South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5; and
 - f) Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6; and
 - ii. in respect of anything prohibited by paragraph i above, (a) do it himself / herself / themselves in any other way or (b) do it by means of another person acting on his / her / their behalf, or acting on his / her / their instructions.

Duration, Liberty to Apply and Variations

2. The undertaking shall take effect immediately and shall continue until the date 12 months from the date of this order or until further order of the court, whichever is earlier.
3. Upon the making of this Order, the Claim against the Second Defendant shall be stayed except for the purpose of giving effect to its terms and to the Second Defendant's undertaking.
4. Subject to the Second Defendant having complied with its undertaking and the terms of this Order, the claim against the Second Defendant shall be dismissed with no order as to costs on the date 12 months from the date of this Order.

Service

5. Service of this Order on the Second Defendant may be effected by email to jack.robirosa@greenpeace.org and exuk@greenpeace.org.

Costs

6. There be no order as to the costs of and occasioned by this order and the undertaking recorded herein.

Statement of Acknowledgment by the Second Defendant's representative

The Second Defendant understands that the undertaking above has the same force and effect as an order of the court. The Second Defendant understands that if it breaches this undertaking it may be held in contempt of court and may be imprisoned, fined and / or have its assets seized. The Second Defendant confirms that it has been advised that it should seek legal advice. The Second Defendant confirms that it understands the meaning and effect of the undertaking.

Signed: Jack Robirosa

Name: Jack Robirosa

For and on behalf of the Second Defendant

Date: 23 October 2025

OR

Signed: _____

[Solicitors' name], Solicitors for the Second Defendant

[Address, reference, email, telephone]

Date:

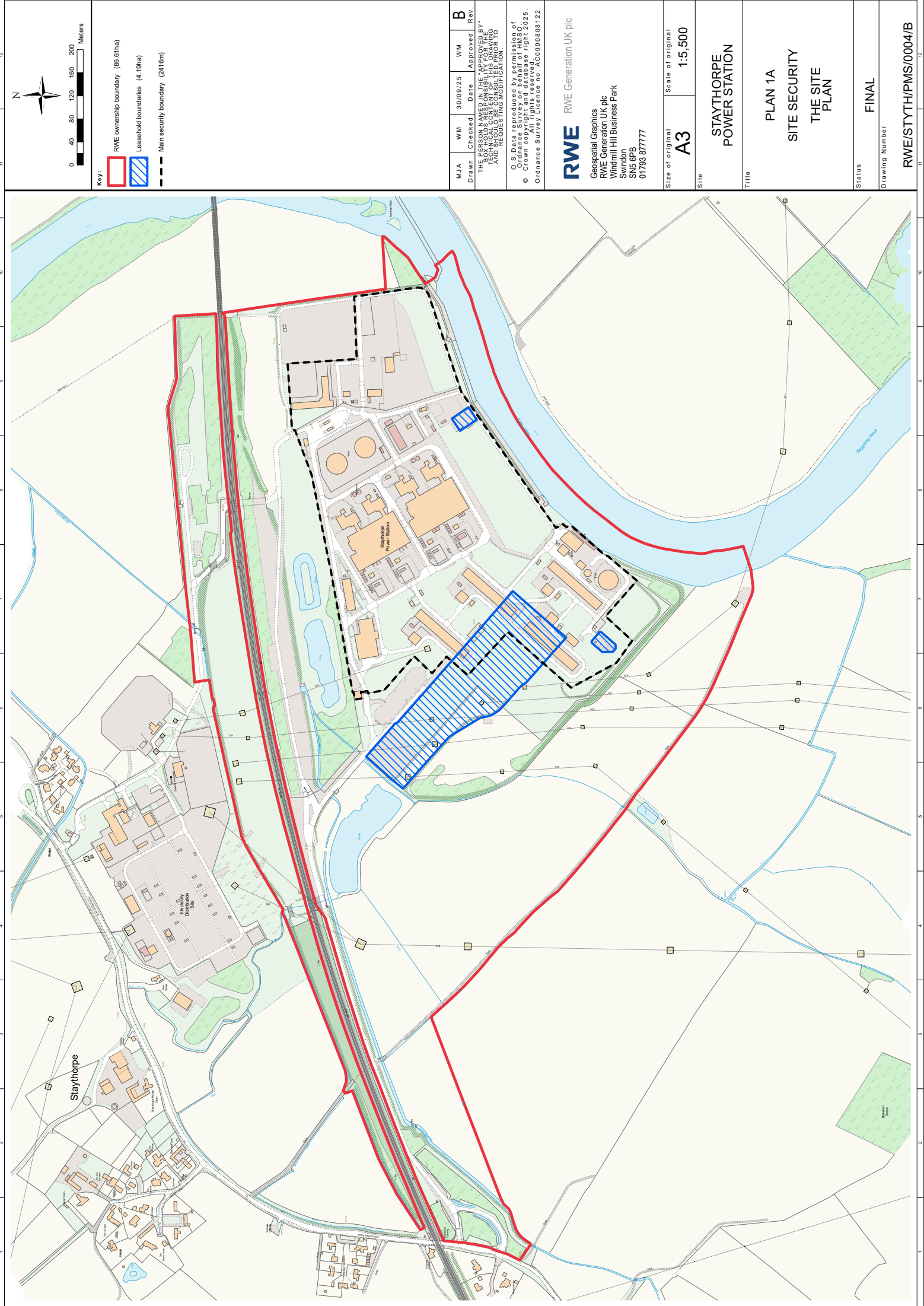
Judge's Endorsement

The Court notes and accepts the undertakings given by the Second Defendant recorded above.

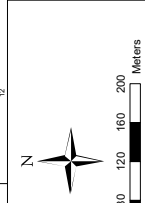
Dated:

Judge:

SCHEDULE 1: PLANS 1-6



0 40 80 120 160 200
Meters



Key:

- RWE ownership boundary (86.6ha)
- Leasehold boundaries (4.19ha)
- Main security boundary (241.6m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

Size of original
A3

Scale of original
1:5,500

Site
**STAYTHORPE
POWER STATION**

Title
**PLAN 1A
SITE SECURITY
THE SITE
PLAN**

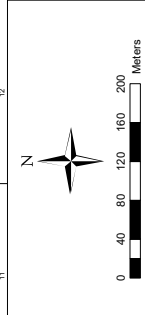
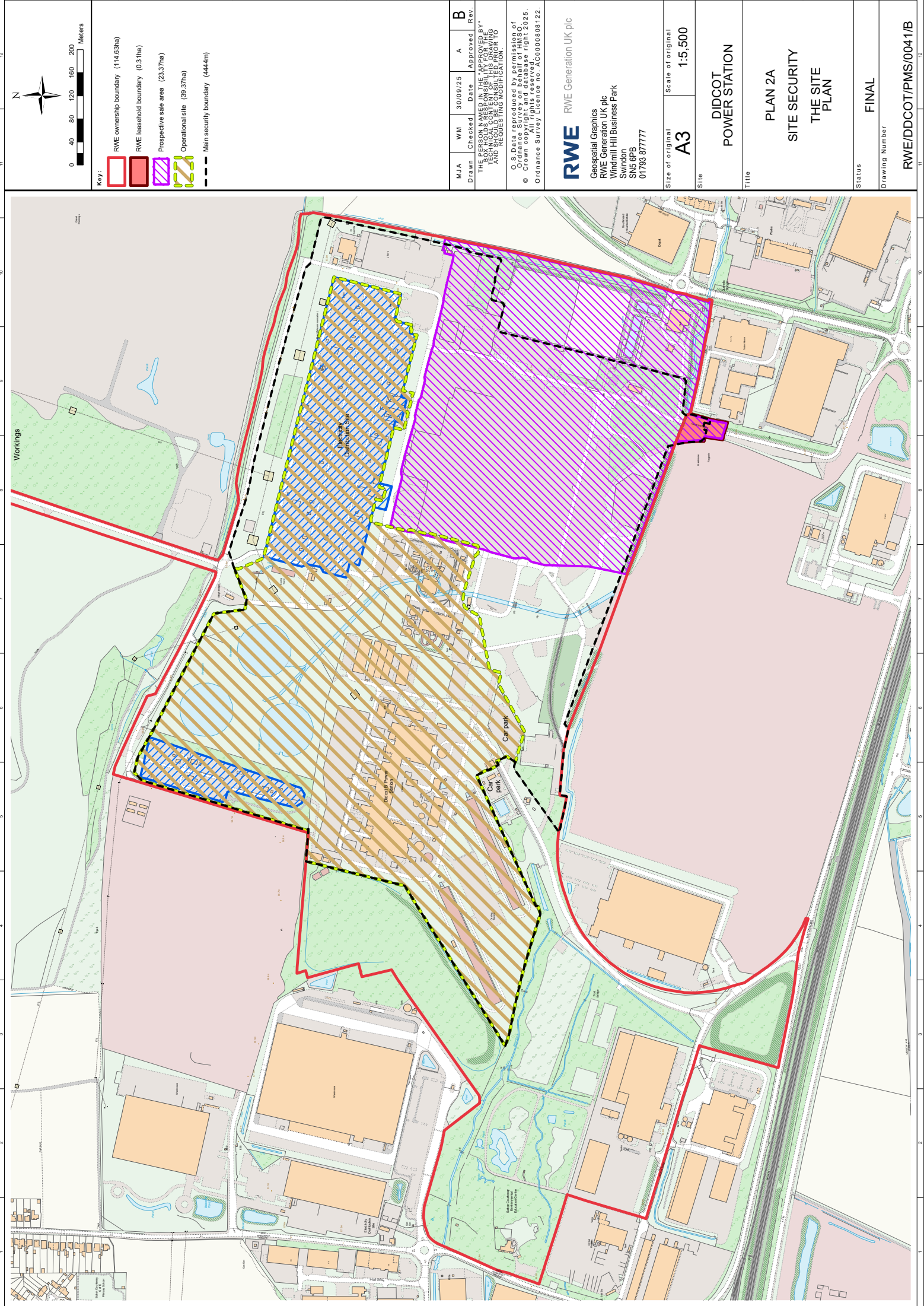
Status
FINAL

Drawing Number
RWE/STYTH/PMS/0004/B

11 12

1 2 3 4 5 6 7 8 9 10 11 12

RWE Generation UK PLC 2025. No part of this drawing may be reproduced without prior permission.



- Key:
- RWE ownership boundary (114.63ha)
 - RWE leasehold boundary (0.31ha)
 - Prospective sale area (23.37ha)
 - Operational site (39.37ha)
 - Main security boundary (4444m)

MJA	WM	30/09/25	A	B
Drawn	Checked	Date	Approved	Rev.
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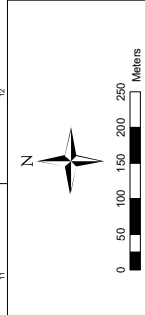
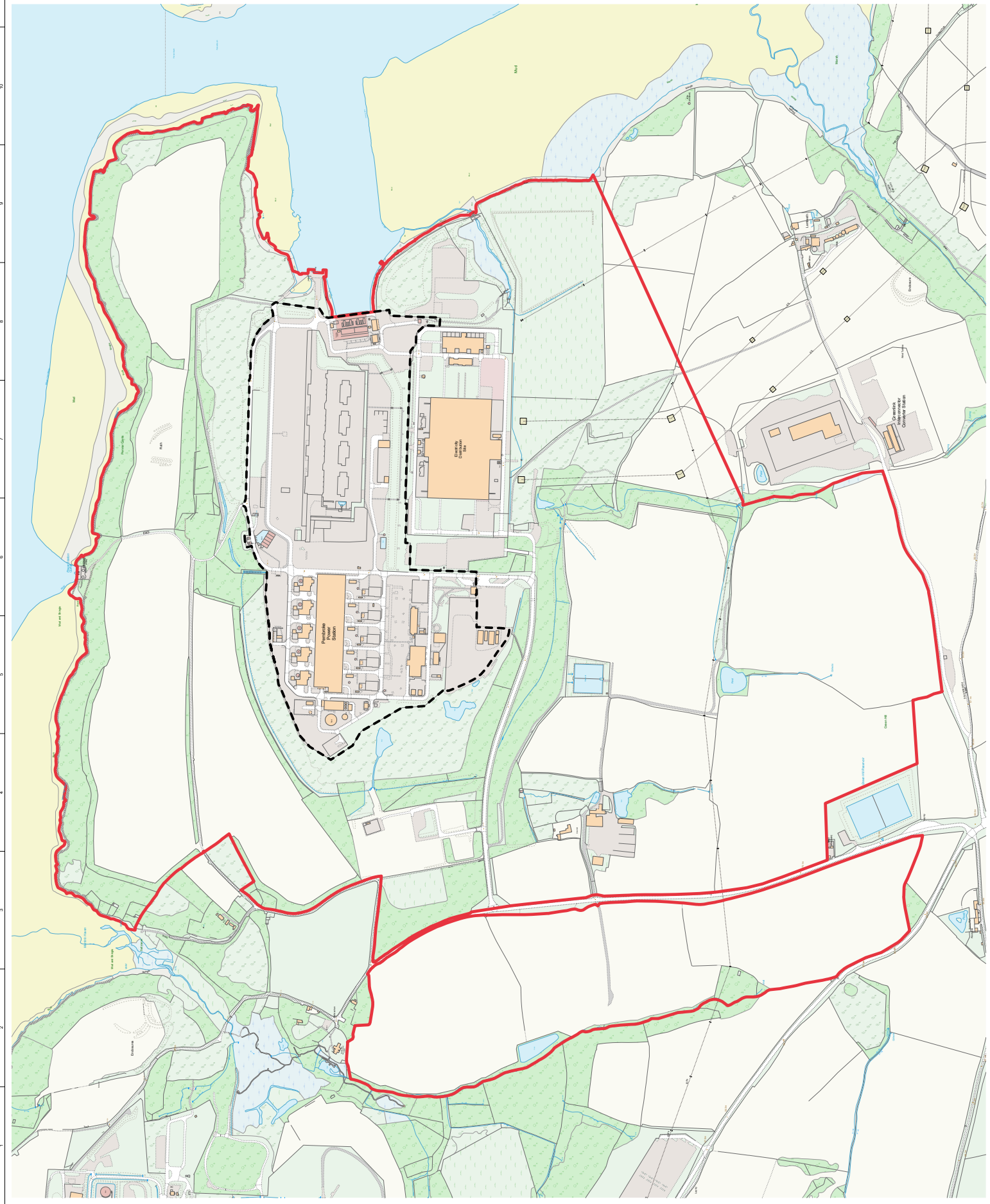
Size of original	A3	Scale of original	1:5,500
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Site
**DIDCOT
POWER STATION**

Title
**PLAN 2A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/DDCOT/PMS/0041/B



Key:

- RWE ownership boundary (271.54ha)
- Main security boundary (3059m)

MJA	WM	30/09/25	WM	B
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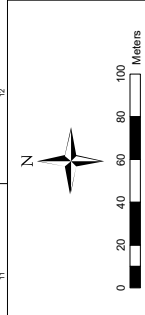
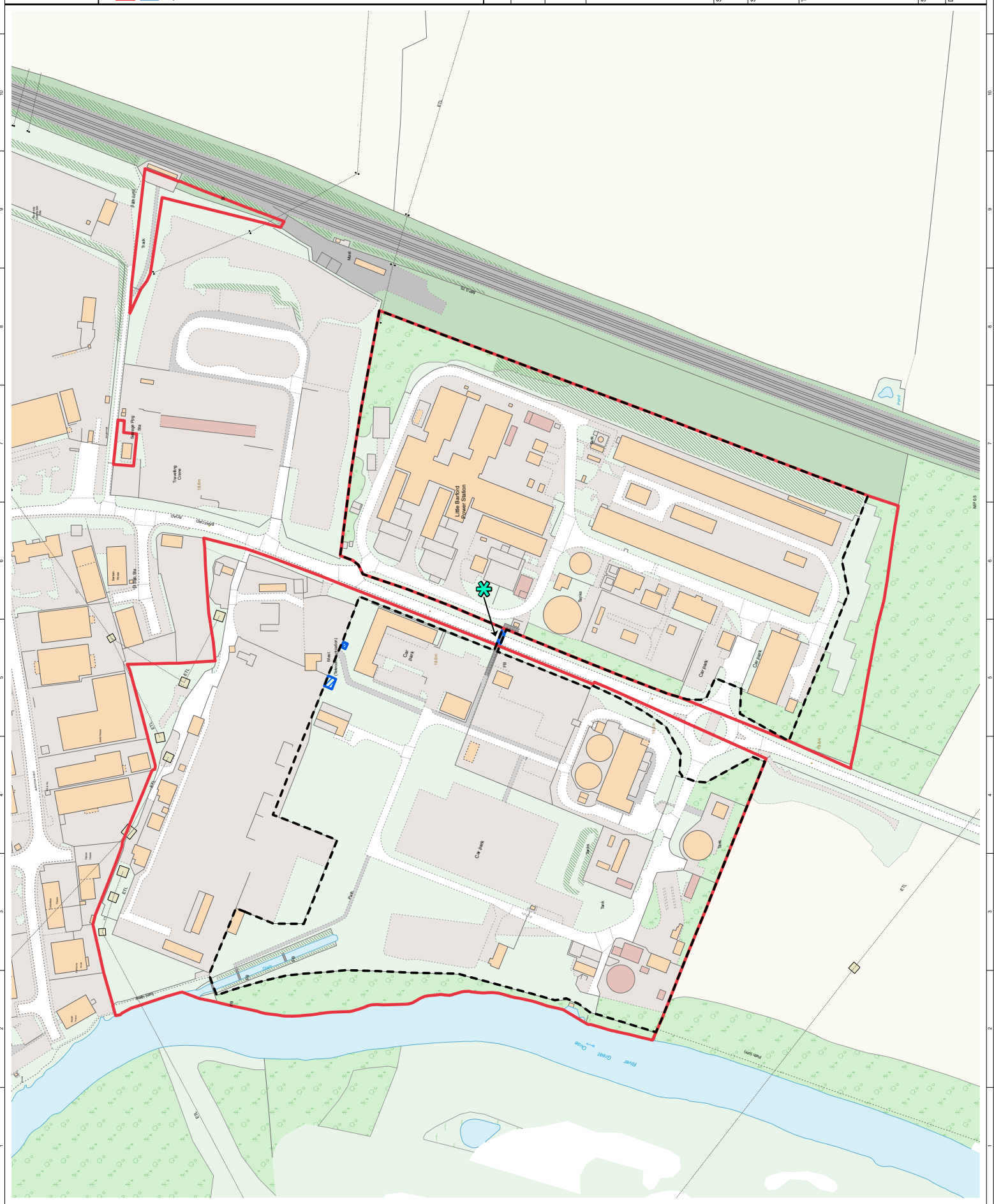
Size of original	A3	Scale of original	1:7,500
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Site
**PEMBROKE
POWER STATION**

Title
**PLAN 3A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/PMBRK/PMS/0030/B



Key:

- RWE ownership boundary (19.7ha)
- Third Party Areas
- Main security boundary (2485m)
- Location of Little Barford footprint

MJA	WM	30/09/25	WM	D
Drawn	Checked	Date	Approved	Rev
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Size of original	Scale of original
A3	1:2,500

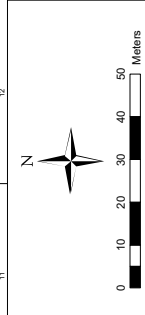
Site
**LITTLE BARFORD
POWER STATION**

Title
PLAN 4A

**SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/LTLBR/PMS/0002/D



Key:

- RWE ownership boundary (5.73ha)
- Leasehold boundaries (0.11ha)
- Main security boundary (1020m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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Swindon
SN6 6PB
01793 877777

Size of original **A3** Scale of original **1:1,250**

Site
GREAT YARMOUTH POWER STATION

Title
**PLAN 5A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/GTYRM/PMS/0003/B

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
PROPERTY, TRUST AND PROBATE LIST

BETWEEN:

RWE GENERATION UK PLC
(Company registration number 3892782)

Claimant

and

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR
REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE
OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES
OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR
OTHERWISE.**

(2) GREENPEACE UK LIMITED
(Company registration number 02463348)

(3) GREENPEACE LIMITED
(Company registration number 01314381)

Defendants

[DRAFT] ORDER

PENAL NOTICE

**IF YOU THE WITHIN THIRD DEFENDANT BREACH THE UNDERTAKING OFFERED BY YOU
HEREIN OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THAT UNDERTAKING, YOU
MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE
YOUR ASSETS SEIZED.**

RECITALS

- A. On 3 October 2025, the court made an order on an ex parte basis restraining the Second Defendant from entering, occupying or remaining on, or damaging or defacing any part (including the perimeter fence) of the land and premises as set out in paragraph 1 of that order (the "Interim Order").
- B. The Interim Order was sealed by the court on 6 October 2025.

- C. The return date hearing is listed for 24 October 2025.
- D. The Third Defendant, without admission of liability, is willing to give an undertaking to the court on substantially the same terms as the Interim Order.
- E. The Claimant is willing to settle the Claim against the Third Defendant on the basis of the undertaking and the terms set out below.

Undertaking to the Court

1. Until the date 12 months from the date of this order or until further order of the court, whichever is earlier, the Third Defendant undertakes to the court that the Third Defendant will not:
 - i. enter, occupy or remain on, or damage or deface any part (including the perimeter fence) of the land and premises shown edged red on Plans 1 to 6 to this order, being:
 - a) Staythorpe Power Station, Staythorpe, Newark, NG23 5PS, as shown edged red on Plan 1;
 - b) Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2;
 - c) Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3;
 - d) Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4;
 - e) Great Yarmouth Power Station, , South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5; and
 - f) Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6; and
 - ii. in respect of anything prohibited by paragraph i above, (a) do it himself / herself / themselves in any other way or (b) do it by means of another person acting on his / her / their behalf, or acting on his / her / their instructions.

Duration, Liberty to Apply and Variations

2. The undertaking shall take effect immediately and shall continue until the date 12 months from the date of this order or until further order of the court, whichever is earlier.
3. Upon the making of this Order, the Claim against the Third Defendant shall be stayed except for the purpose of giving effect to its terms and to the Third Defendant's undertaking.
4. Subject to the Third Defendant having complied with its undertaking and the terms of this Order, the claim against the Third Defendant shall be dismissed with no order as to costs on the date 12 months from the date of this Order.

Service

5. Service of this order may be effected by email to jack.robirisa@greenpeace.org and exuk@greenpeace.org.

Costs

5. There be no order as to the costs of and occasioned by this order and the undertaking recorded herein.

Statement of Acknowledgment by the Third Defendant

The Third Defendant understands that the undertaking above has the same force and effect as an order of the court. The Third Defendant understands that if it breaches this undertaking it may be held in contempt of court and may be imprisoned, fined and / or have its assets seized. The Third Defendant confirms that it has been advised that it should seek legal advice. The Third Defendant confirms that it understands the meaning and effect of the undertaking.

Signed: Jack Robirosa

Name: Jack Robirosa

For and on behalf of the Third Defendant

Date: 23 October 2025

OR

Signed: _____

[Solicitors' name], Solicitors for the Third Defendant

[Address, reference, email, telephone]

Date:

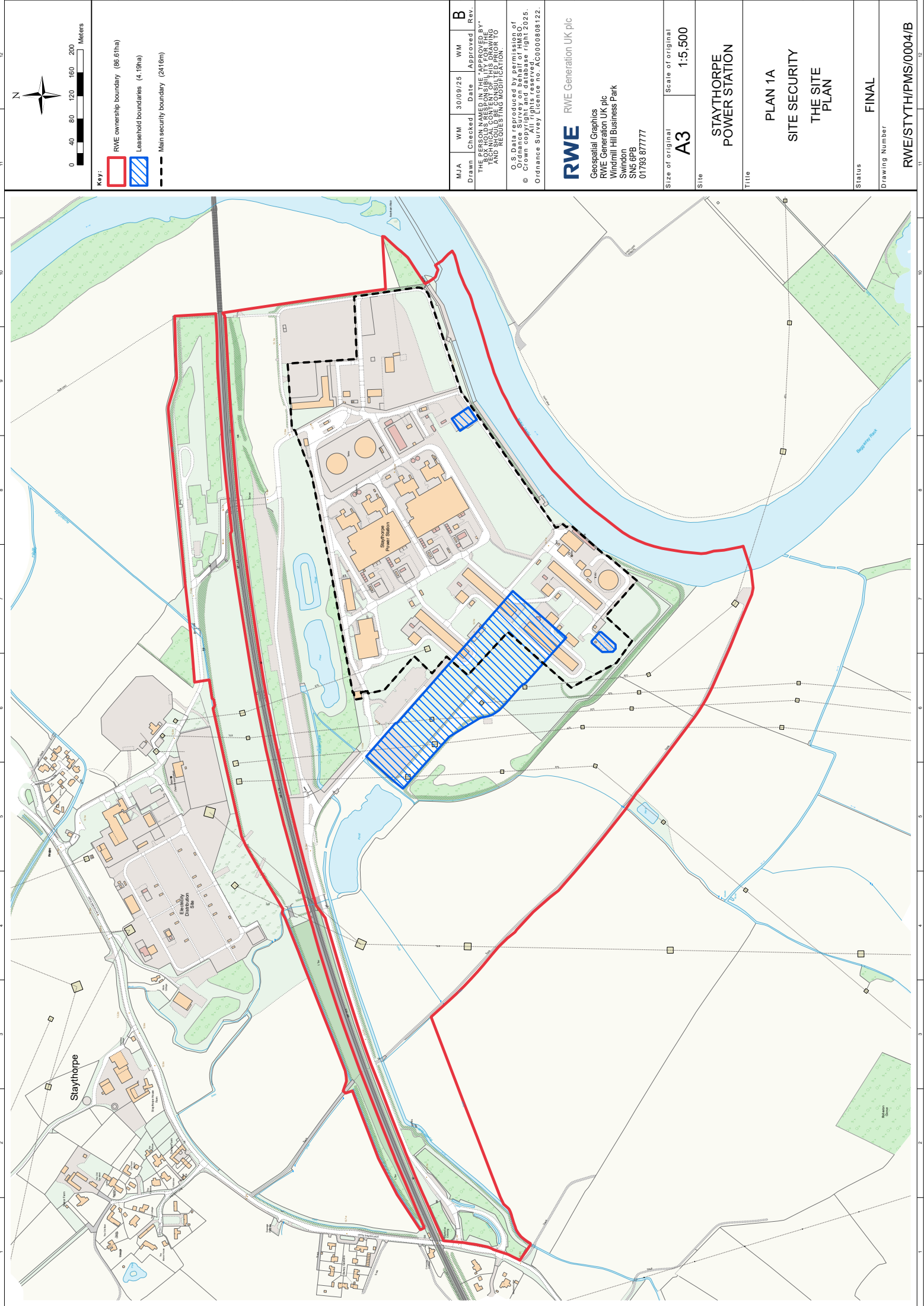
Judge's Endorsement

The Court notes and accepts the undertakings given by the Third Defendant recorded above.

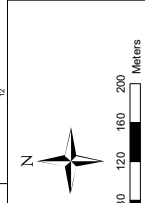
Dated:

Judge:

SCHEDULE 1: PLANS 1-6



0 40 80 120 160 200
Meters



Key:

- RWE ownership boundary (86.6ha)
- Leasehold boundaries (4.19ha)
- Main security boundary (2416m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

Size of original
A3

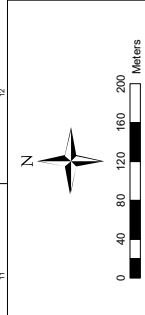
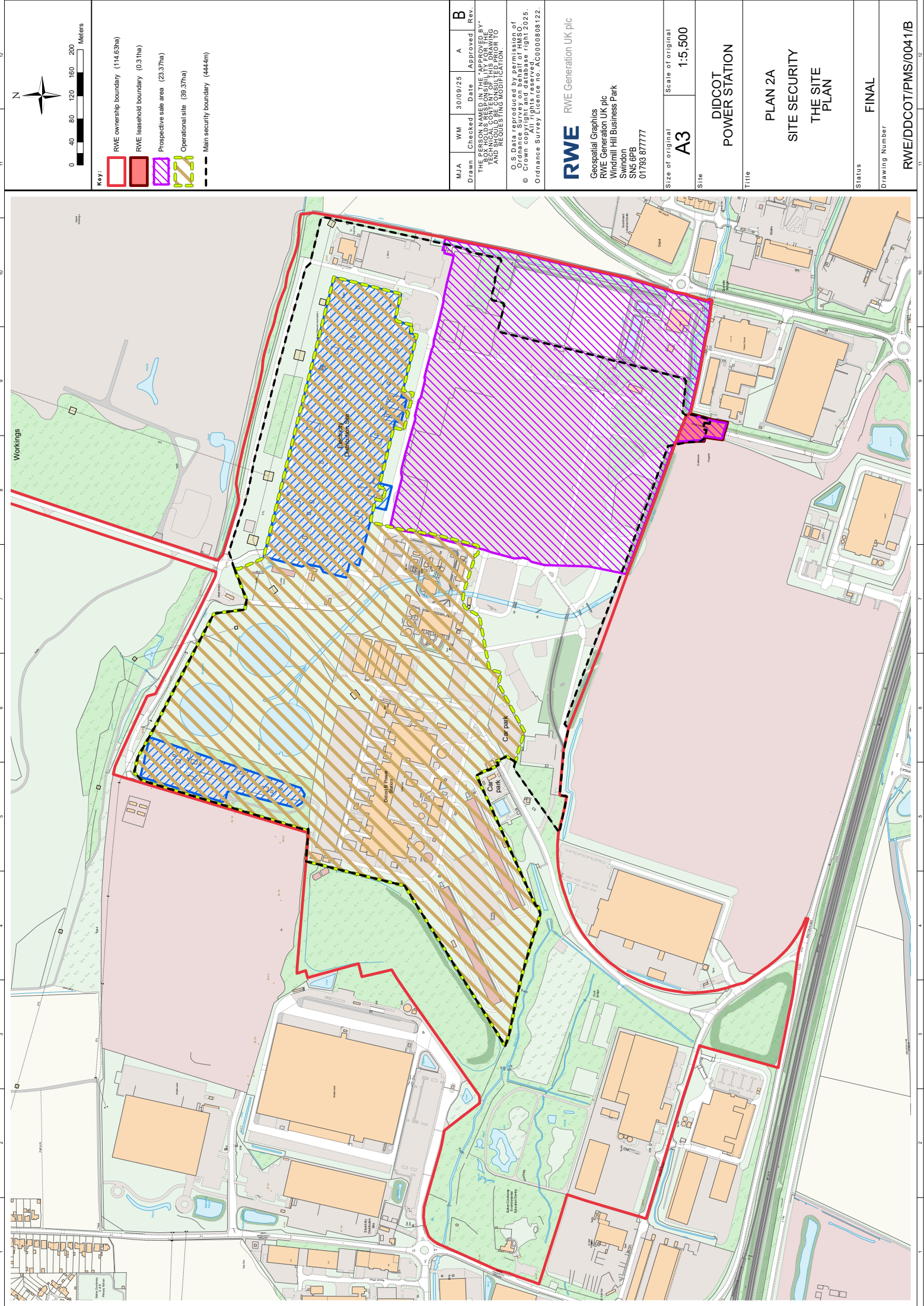
Scale of original
1:5,500

Site
**STAYTHORPE
POWER STATION**

Title
**PLAN 1A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/STYTH/PMS/0004/B



- Key:
- RWE ownership boundary (114.63ha)
 - RWE leasehold boundary (0.31ha)
 - Prospective sale area (23.37ha)
 - Operational site (39.37ha)
 - Main security boundary (4444m)

MJA	WM	30/09/25	A	B
Drawn	Checked	Date	Approved	Rev.
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SN6 6PB
01793 877777

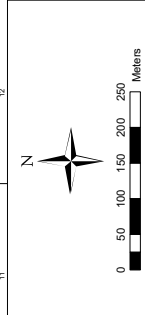
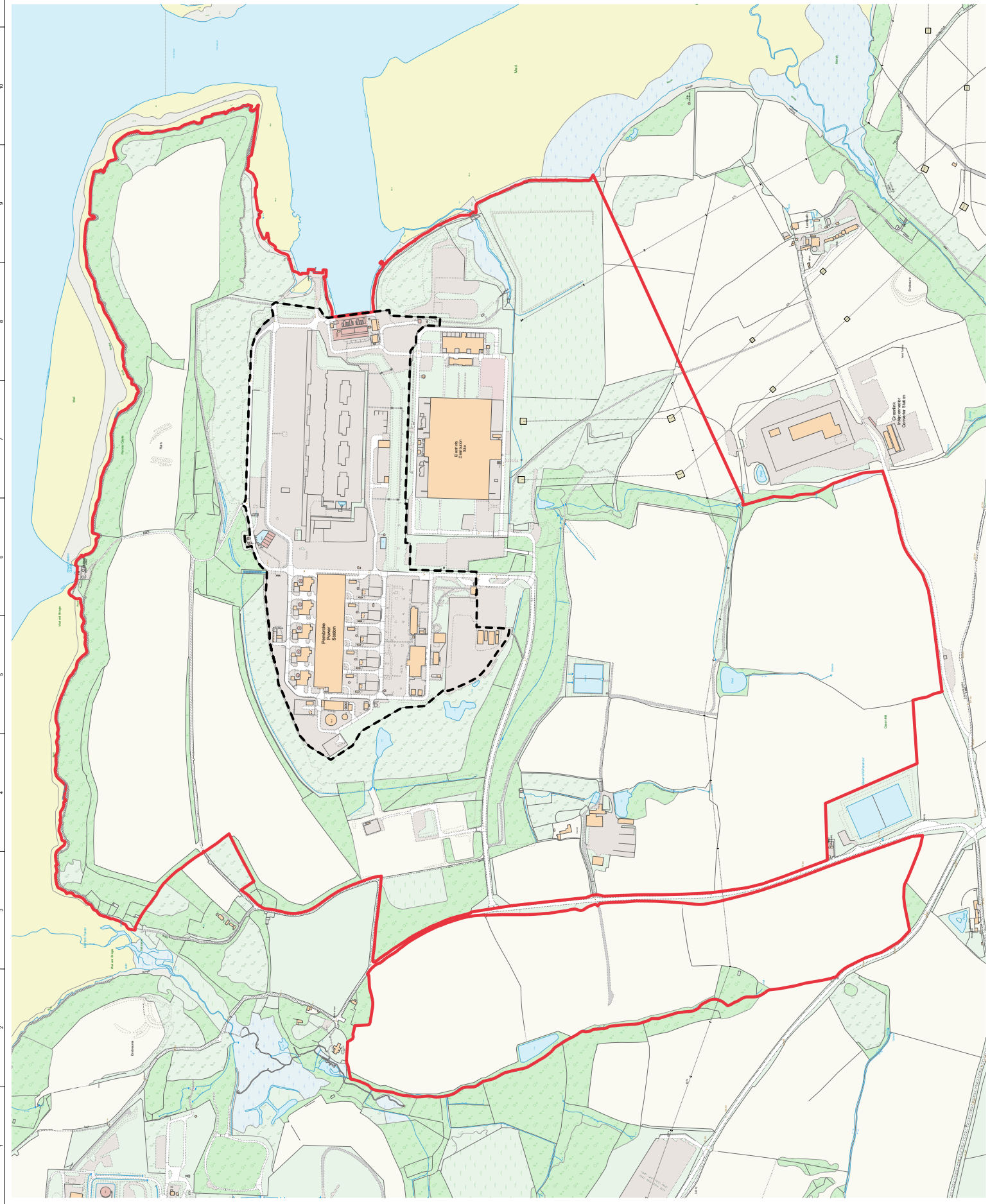
Size of original	A3	Scale of original	1:5,500
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Site
**DIDCOT
POWER STATION**

Title
**PLAN 2A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/DDCOT/PMS/0041/B



Key:

- RWE ownership boundary (271.54ha)
- Main security boundary (3059m)

MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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RWE RWE Generation UK plc
Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

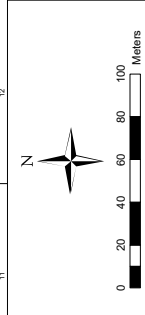
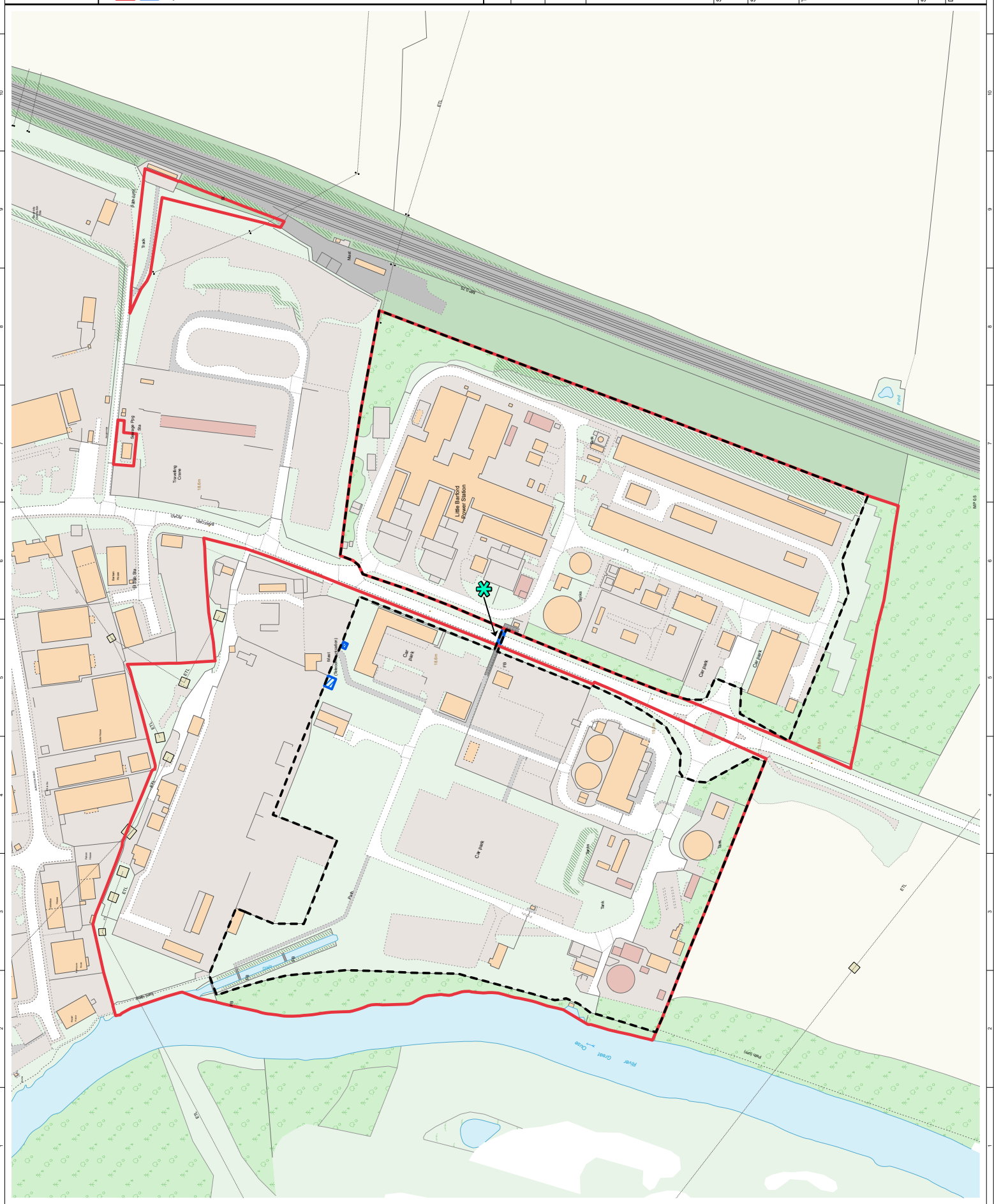
Size of original	A3	Scale of original	1:7,500
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Site
**PEMBROKE
POWER STATION**

Title
**PLAN 3A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/PMBRK/PMS/0030/B



Key:

- RWE ownership boundary (19.7ha)
- Third Party Areas
- Main security boundary (2485m)
- Location of Little Barford footprint

MJA	WM	30/09/25	WM	D
Drawn	Checked	Date	Approved	Rev
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Size of original	Scale of original
A3	1:2,500

Site
**LITTLE BARFORD
POWER STATION**

Title
PLAN 4A

**SITE SECURITY
THE SITE
PLAN**

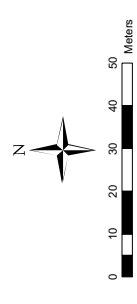
Status
FINAL

Drawing Number
RWE/LTLBR/PMS/0002/D



Key:

- RWE ownership boundary (5.73ha)
- Leasehold boundaries (0.11ha)
- Main security boundary (1020m)



MJA	WM	30/09/25	WM	B
Drawn	Checked	Date	Approved	Rev.
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Swindon
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Size of original	A3	Scale of original	1:1,250
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Site
GREAT YARMOUTH POWER STATION

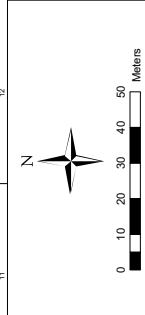
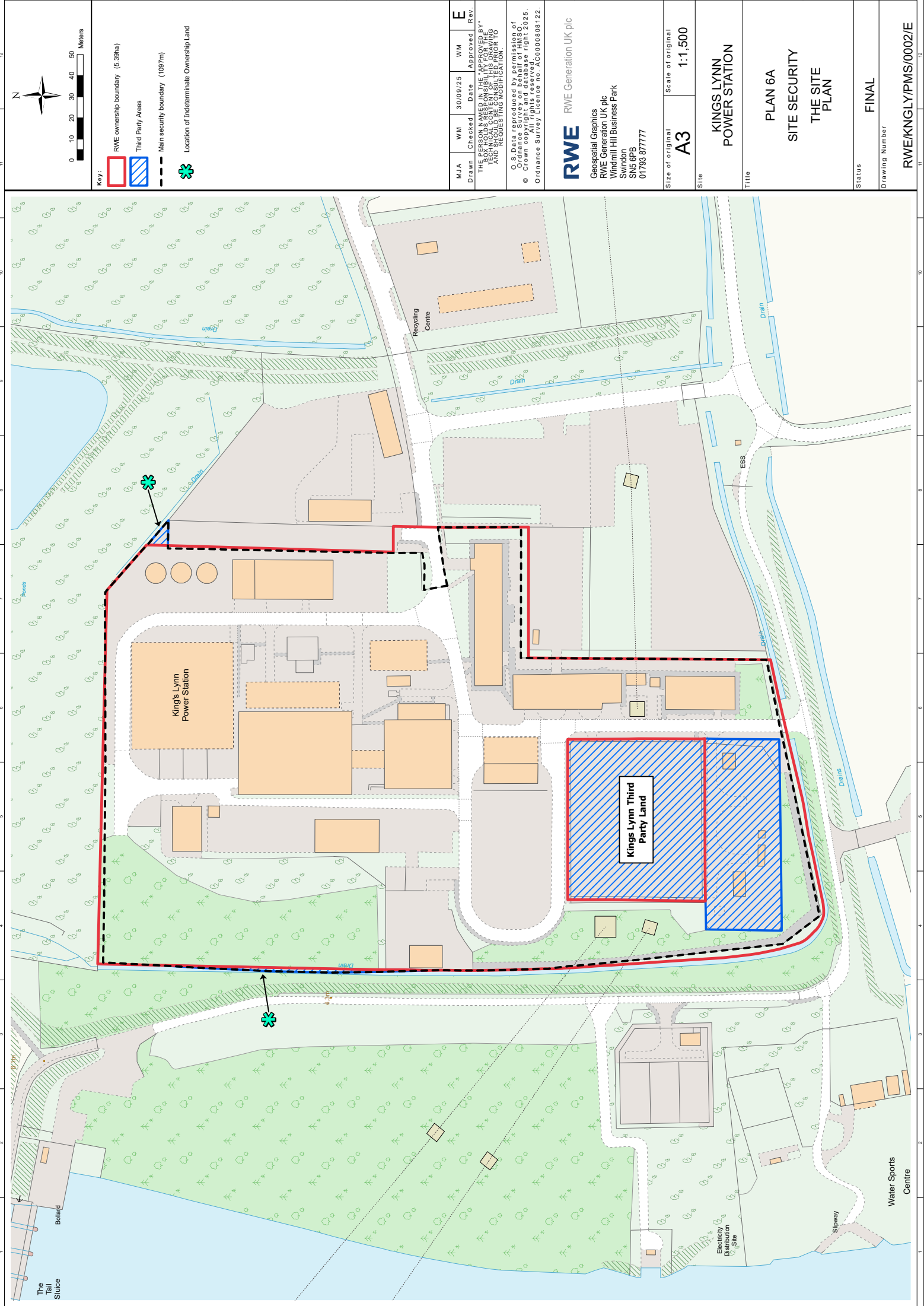
Title
PLAN 5A

**SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number

RWE/GTYRM/PMS/0003/B



- Key:**
- RWE ownership boundary (5.39ha)
 - Third Party Areas
 - Main security boundary (1097m)
 - Location of Indeterminate Ownership Land

MJA	WM	30/09/25	WM	E
Drawn	Checked	Date	Approved	Rvw
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Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN6 6PB
01793 877777

Size of original	A3
Scale of original	1:1,500

Site
**KINGS LYNN
POWER STATION**

Title
**PLAN 6A
SITE SECURITY
THE SITE
PLAN**

Status
FINAL

Drawing Number
RWE/KNGLY/PMS/0002/E