VikingCCS

Viking CCS Pipeline

9.74 Applicant's Response to the Rule 17 Letter 20th September 2024

Document Reference: EN070008/EXAM/9.74

Applicant: Chrysaor Production (U.K.) Limited,
a Harbour Energy Company
PINS Reference: EN070008
Planning Act 2008 (as amended)
The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 - Regulation 5(2)(q)
Date: September 2024

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1 Introduction

1.1 Purpose of this Document

1.1.1 This document has been prepared for the Viking CCS Pipeline (the 'Proposed Development') on behalf of Chrysaor Production (UK) Limited ('the Applicant'), in relation to an application ('the Application') for a Development Consent Order (DCO) that has been submitted under Section 37 of the Planning Act 2008 (PA 2008) to the Secretary of State (SoS) for Energy Security and Net Zero.

1.1.2 This document provides the Applicant's responses to requests for additional information set out in the Examining Authority's letter of 20 September 2024.

1.2 The DCO Proposed Development

1.2.1 The Proposed Development comprises a new onshore pipeline which will transport CO_2 from the Immingham industrial area to the Theddlethorpe area on the Lincolnshire coast, supporting industrial and energy decarbonisation, and contributing to the UK target of Net-Zero by 2050. The details of the Proposed Development can be found within the submitted DCO documentation. In addition to the pipeline, the Proposed Development includes a number of above ground infrastructure, including the Immingham Facility, Theddlethorpe Facility and three Block Valve Stations.

1.2.2 A full, detailed description of the Proposed Development is outlined in Environmental Statement (ES) Volume II Chapter 3: Description of the Proposed Development **[APP-045]**.

2 The Applicant's comments on requests for additional information under Rule 17

This section provides the Applicant's response to requests for additional information under Rule 17, as set out in the Examining Authority's letter of 20 September 2024.

Table 2-1: Masons Rural (on behalf of R Caudwell (Produce) Ltd) submitted just prior to Deadline 6 [AS-091] [AS-093]

Ref	Topic	Interested Party Comment	Applicant's Response
2.1.1	Future development	I would like to now amend this representation in light of discussions with the scheme in recent months to remove all but one of the points and update the representation. I am unsure how the system works at your end but for ease I have struck through the points which can be withdrawn; The schemes has; • ~~Failed to agree commercial terms due to a lack of meaningful consultation with the landowners and their agents • Failed to agree a method statement for the pipeline construction and failure to provide clarity regarding construction depth of the pipeline and assurances that the land can be farmed going forward~~ • No consultation has taken place regarding potential future development of the pipeline corridor and compensation provision via a development clause. My client has an ongoing option agreement for a large solar park on the land subject to this scheme and the schemes agents have not taken this seriously nor has it been addressed in any of the paperwork sent out to date. ~~• No consultation regarding the implementation of a haul road during the construction period~~	The Applicant notes that following the response at Deadline 6 it has now received signed Heads of Terms from R Caudwell (Produce) Ltd and will now progress fully termed legal agreement. As summarised in ES Chapter 2: Design Evolution and Alternatives [**AS-021**], the Applicant took account of a wide range of factors in considering the design and alternative route options for the Proposed Development. This included consideration of proposed solar farm and alternative developments (see for example Table 2-2 (Appraisal of Pipeline Corridor Options) section B and Design Revision #2 at para 2.11.3). Throughout the design of the Proposed Development the Applicant has been willing to work with landowners and proposed developers to avoid impacts and ensure that the Project can co-exist. The Applicant will continue to work with landowners and developers in this manner. The Applicant considers that co-existence of the pipeline and a solar farm on this site could be possible. The solar farm development cannot be built in a way that might adversely impact the pipeline (e.g. by having panels directly on top of it), but the pipeline will not prevent development of the majority of the field. The Applicant will continue to engage with the developer on how both proposals might co-exist. The Applicant notes for completeness that, in the event that the pipeline prevents development coming forward in whole or in part, the landowner and any party with an interest in the land would be entitled to submit a claim for compensation. The Applicant understands that the solar farm developer with an interest in R Caudwell (Produce) Limited's land is Bluestone Ludborough 1 Ltd and Bluestone Ludborough 2 Ltd. Those parties have been given Interested Party status by virtue of the procedural decisions of the Examining Authority dated 17 September 2024. The Applicant wishes to confirm that Bluestone Ludborough 2 Limited was identified as a party with an interest in land at the point that the Application was made on 23 October 2023, and the Applicant notified them of acceptance of the application in accordance with section 56 of the Planning Act 2008. A copy of the notification letter dated 22 November 2023 and delivery receipt are included in the appendices of the Applicants Responses to Comments on Submissions made at Deadline 6 (EN070008/EXAM/9.76). No was response was received direct to that notification, or a representation made to the application for the Proposed Development. The Applicant notes that no application for development consent has been made for the solar projects at this stage, and the Applicant
2.1.2	Ongoing engagement	As acting agent for R Caudwell (Produce) Ltd we have been meeting with the scheme, both virtually and face to face to agree how to incorporate mutually agreeable wording into the option agreement to address the option agreement already signed for the solar park.	
2.1.3	Solar development	We wish to submit a closing statement on behalf of our client R Caudwell (Produce) Ltd. We initially informed the Viking CCS project back on the 6th October 2022 in the non-statutory consultation phase, that our clients land is subject to an option agreement for a large scale solar development. We have revisited this with the scheme numerous times throughout both the statutory consultation phase and the DCO examination period. This was done to ensure that the Viking CCS scheme made contact with the proposed developers, ensuring that the impact of the pipeline was kept to a minimum in relation to the proposed solar development and subsequently minimise the financial impact to our client. Having discussed the matter with the solar developers this week, it has been brought to our attention that no contact what so ever has been made. It is imperative that Viking CCS engages with the solar developers as a matter of urgency to ensure that the two projects can co-exist with minimal impact on the solar development.	

Ref	Topic	Interested Party Comment	Applicant's Response
			would therefore expect the solar farm developer to take account of the potential pipeline route in its design. The Applicant will continue to engage with both the developer and the landowner – a meeting has been scheduled for 10 October 2024.

Table 2-2: AE Graves and Son submitted just prior to Deadline 6 [AS-092]

Ref	Topic	Interested Party Comment	Applicant's Response
2.2.1	UK government policy	The UK government's five missions, outlined as part of the Labour government's 2024 agenda, are aimed at addressing key national challenges, including economic growth, social well-being, and environmental sustainability. One of the most ambitious is the mission to make the UK a clean energy superpower. This mission seeks to revolutionize the UK's energy landscape by expanding the use of renewable energy, improving energy efficiency, and reducing reliance on fossil fuels. Central to this goal is the development of wind, solar, and emerging technologies like tidal and floating offshore wind. This initiative aims to decarbonize the electricity grid by 2030, create thousands of green jobs, and secure energy independence by reducing reliance on foreign energy imports.	The Applicant undertook a robust and comprehensive routing and design process in determining the route that it selected. As summarised in ES Chapter 2: Design Evolution and Alternatives [**AS-021**], the Applicant took account of a wide range of factors in considering the design and alternative route options for the Proposed Development. This included consideration of proposed solar farm and alternative developments (see for example Table 2-2 (Appraisal of Pipeline Corridor Options) section B and Design Revision #2 at para 2.11.3). Throughout the design of the Proposed Development the Applicant has been willing to work with landowners and proposed developers to avoid impacts and ensure that the Project can co-exist. Renewable energy developments and the pipeline can co-exist in the same area, provided that the solar development is designed in a way that avoids potential adverse impacts on the pipeline. The Applicant therefore does not consider that the pipeline would represent in any way a potential significant constraint on renewable energy development in the area.
2.2.2	Future land use	The current route of the proposed Viking Carbon Capture and Storage pipeline crosses an unconstrained area of land which has significant potential for renewable energy generation. By amending the route so as to avoid the area of greatest potential, the pipeline will not only be supporting the UK's strategy to decarbonise key industrial areas but also ensure it does not restrict the UK Government's mission of making the UK a clean energy superpower. We have attached a plan indicating an alternative route which seeks to avoid the 'best' area for renewable energy development in this area.	

Table 2-3: Responses to Deadline 6 Outstanding Matters raised by the Examining Authority

Ref	Topic	Interested Party Comment	Applicant's Response
2.3.1	Road Safety Audit	ExA requested information from North East Lincolnshire Council: North East Lincolnshire Council – Please confirm whether, as a result of seeing the Road Safety Audit results, you consider there to be a severe residual impact on the highway network having regard to the National Planning Policy Framework [PD-021, Q2.16.8]. Please also confirm whether your role as an approving body in respect of Requirements 6 and 7 in the draft Development Consent Order (dDCO) would provide sufficient scope for such safety issues to be resolved at the detailed design stage should the Secretary of State be minded to grant consent.	The Applicant recognises that North East Lincolnshire Council (NELC - the local highway authority) has concerns about the proposed access point 12AA off the A18. However, as set out in the final Statement of Common Ground, and as highlighted by the ExA in the Rule 17 letter dated 20 September, NELC would be an approving body to Requirement 7 and, as such, there is no possibility of this access being used without NELC approval. This is covered by point NELC19 of the final Statement of Common Ground agreed with NELC and submitted at Deadline 7. This also includes reference to the alternative access point at 13AA, should 12AA not be approved by NELC.
2.3.2	Road Safety Audit	Please provide the Road Safety Audit (RSA) and supplementary justification as to why you consider it to be immaterial as suggested by North East Lincolnshire Council. How do you propose to overcome the concerns raised in the RSA?	A copy of the Stage 1 Road Safety Audit covering four of the proposed access points has been provided at Deadline 7 [**EN070008/EXAM/9.75**]. This version of the document has been updated to remove reference to a fifth access point for which a Stage 1 RSA was not requested. The Stage 1 RSA was prepared by an independent team of highways engineers within AECOM, separate from the team that prepared the outline junction designs for these four junctions. The RSA team undertook a site visit, vising all four access points that were the subject of the RSA. The Stage 1 RSA made several recommendations relating to visibility, junction geometry, signage, road markings, and speed limits. The RSA identified no fundamental reasons why each of the access points

Ref	Topic	Interested Party Comment	Applicant's Response
			could not be rendered safe. As such the RSA did not conclude that there were overriding concerns that could not be mitigated. The Applicant is aware that North East Lincolnshire Council (NELC) has concerns about one of the access points subject to the RSA, this being access 12AA. The proposed design of this access has not been subject to detailed design but would need to be in order to undertake the Stage 2 Road Safety Audit on a detailed design of the access. However, the applicant would not be able to progress with this access with out the approval of NELC and it is presumed that if NELC had residual concerns about the junction, that approval would not be forthcoming and, despite being less convenient, access point 13AA would be used instead. As set out in the SoCG with NELC, although the parties are not in agreement at this stage, the availability of an alternative access at 13AA, and the fact that, under requirement 7 of the draft DCO, NELC approval would be required prior to any access point being implemented, means the matter is not considered to be material in consenting terms, though not immaterial in general terms as it requires further discussion and agreement. For this reason, it is marked as 'In Discussion' in the signed SoCG.
2.3.3	Stallingborough Energy Project Limited	It is acknowledged the issues raised by Stallingborough Energy Project Limited have been brought to the Examination very late in the process. However, the Interested Party (IP) is making reference to the recently decided Development Consent Orders (DCO) at Gate Burton Energy Park and Cottam Solar Park and has adapted the Protective Provisions from those projects to the Viking Carbon Capture Storage (CCS) project. The IP refers to an Interface Agreement being negotiated. What is the position concerning this and please comment on the IP's proposal for the Protective Provisions	The Applicant confirms that it recently met with Stallingborough Energy Project Limited ("SEPL") and has agreed to negotiate an Interface Agreement with them. The intention of that agreement would be to facilitate co-existence of the projects and ensure future co-operation in their development. As stated above, the Applicant considers that co-existence of the pipeline and solar farm development is possible. The solar farm development cannot be built in a way that might adversely impact the pipeline (e.g. by having panels directly on top of it), but the pipeline will not prevent development outside in the wider vicinity. Whilst the Applicant will work with SEPL, it does not agree that protective provisions are necessary or appropriate to be included in the draft DCO for the protection of SEPL. The protective provisions proposed by SEPL would impose considerable obligations on the Applicant that could represent a serious impediment to the delivery of the Proposed Development. The Applicant does not consider that such restrictions on a Nationally Significant Infrastructure Project can be justified based on the development status of the Grange Energy Park. The Applicant understands that the Grange Energy Park would include up to 50MW of solar energy generation and up to 500MW of battery storage infrastructure. The grid connection date (when the development could become operational) is in 2034. No application for planning permission has been submitted for the Grange Energy Park. The Applicant considers that the Grange Energy Park still has more than sufficient time in its development programme to design the solar

Ref	Topic	Interested Party Comment	Applicant's Response
			array and battery storage in a manner that it can co-exist with the Proposed Development. It is not constrained by having obtained planning permission, or even having made an application. The Applicant has asked SEPL to provide any information they can on whether there is a preferred route for the Proposed Development, which the Applicant can then take account of in its detailed routing design. The Applicant considers that is unnecessary to impose legal obligations on the Proposed Development through the DCO to accommodate the Grange Energy Park. The Applicant notes the reference by SEPL to the Gate Burton Energy Park Order 2024 and the Cottam Solar Project Order 2024, however the Applicant's understanding of the circumstances and interaction between the various developments that those Orders provided protection for are quite different to the potential interaction between the Grange Energy Park and the Proposed Development. The Gate Burton Energy Park and Cottam Solar Project had overlapping order limits with two other NSIP-scale solar developments: West Burton Solar Project and Tillbridge Solar Project. Three of the Applications were in Examination at the same and the other had completed its statutory consultation phase. All developments had construction programmes that targeted an operation date of 2028/2029. These projects therefore (i) were of greater size than the Grange Energy Park, (ii) at a more advanced stage of development and (iii) had increased likelihood of interaction with each other. The Applicant therefore does not consider that the Gate Burton Energy Park Order 2024 and the Cottam Solar Project Order 2024 should be considered as setting a precedent for imposing protective provisions of this nature more generally, and that inclusion of the protective provisions sought by SEPL is not justified in this instance.
2.3.4	Uniper UK Limited	Provide an update on whether agreement has been reached, or the objections still stand, for Uniper UK Limited.	The Applicant has included in Appendix A to this submission a form of preferred protective provisions that, if the DCO is granted, the Applicant submits should be included in Schedule 9 of the DCO for the protection of Uniper UK Gas Limited ("Uniper"). The Applicant considers that these would provide suitable protection to avoid serious detriment to its undertaking. The Applicant was unable to reach agreement with Uniper on the terms of the protective provisions. The points of difference outlined in table 4, paragraph 8.1 of the Applicants Response to Rule 17 Letter – Statutory Undertakers and Protective Provisions [**REP6-046**] remain outstanding. The Applicant maintains the justification set out in that table as to why its preferred form of wording is appropriate.
2.3.5	IOT operators	Provide an update on whether agreement has been reached, or the objections still stand, for IOT operators.	The Applicant and the IOT Operators have continued to engage on technical detail and legal agreements to address the matters raised in

Ref	Topic	Interested Party Comment	Applicant's Response
			the IOT Operators' representation. Terms have now been agreed between the parties, but due to the requirements of respective internal approval processes it has not been possible for the agreement to be completed prior to Deadline 7. The Applicant expects this to complete shortly after the close of the Examination and intends to submit an update to the Secretary of State when that is the case.
2.3.6	Network Rail	Provide an update on whether agreement has been reached, or the objections still stand, for Network Rail.	The Applicant has agreed terms of an agreement with Network Rail, but due to requirements of corporate approval processes it has not been possible for this agreement to be completed prior Deadline 7. The Applicant expects this to be able to complete shortly after the close of the Examination and intends to submit an update to the Secretary of State when that is the case. Network Rail has confirmed that it will submit a form of protective provisions at Deadline 7 that has been agreed between the parties for inclusion within the draft DCO, if granted.
2.3.7	National Gas Transmission	In the reply [REP5-063] to question 2.5.19 of The Examining Authority's Second Written Questions (ExQ2) [PD-021], the Applicant stated that completion of the agreement with National Gas Transmission Plc (NGT) was "*due imminently*" and "*in advance of Deadline 6*." Yet no further update at all is provided in the Deadline 6 submissions and the close of the Examination is now less than a week away. What is the present position?	As set out in paragraph 4.1 of the Applicants Response to Rule 17 Letter Statutory Undertakers and Protective Provisions **[REP6-046]**, Applicant and NGT have agreed terms of a suite of agreements that secure the necessary land rights for the Theddlethorpe Facility and in respect of Protective Provisions for NGT's functions and duties as a statutory undertaker. The Applicant has signed the agreements and awaits confirmation from NGT that it has done the same. The Applicant had reported progress based on the anticipated timescales provided by NGT to complete the internal approval process. However, this process is taking longer than initially anticipated. At this point, the position remains the same, with the Applicant still awaiting confirmation from NGT that the documents have been signed and can be completed.
2.3.8	Statement of Reasons	In addition, please refer to question 2.5.16 of ExQ2 [PD-021] and the latest response provided. If agreement is reached with NGT then paragraphs 10.4.7 to 10.4.10 of the Statement of Reasons will need to be amended whilst if agreement is not reached, then the ExA will need to consider the overall position under section 127(3) Planning Act. The difficulty is that the Applicant is seeking Compulsory Acquisition (CA) of the entire NGT site whilst accepting that it only needs a relatively small part for its operation. Please comment?	The Applicant has sought powers of compulsory acquisition over a larger area within the Theddlethorpe Gas Terminal site to allow a degree of flexibility in where the Theddlethorpe Facility would ultimately be located, and therefore which section of the site would ultimately be acquired. The Applicant considered this justified where NGT has stated that they have plans for potential future development of parts of the site, but those plans were not at an advanced stage. The Applicant would not wish to locate the Theddlethorpe Facility in a location that would prevent that future development coming forward, increasing compensation that would be payable to NGT. Article 23(1) of the draft DCO (Revision H) **[REP6-002]** authorises the undertaker to acquire so much of the order land "as is required to carry out or to facilitate, or is incidental to, the authorised development". The power only extends to acquisition of land needed

Ref	Topic	Interested Party Comment	Applicant's Response
			for the Proposed Development. It would be *ultra vires* for the Applicant to seek to use this power to acquire additional land. The maximum size of the fenced area at the Theddlethorpe Facility would be 13,500m2, which is secured by Requirement 4 of the draft DCO (Revision H) **[REP6-002]**. As noted above, the Applicant would not be authorised under Article 23 to acquire a greater area of land for the Theddlethorpe Facility than was necessary.
2.3.9	Schedule of Changes	The Schedule of Changes to dDCO does not capture what has changed to Articles 14 and 17 (as per National Highways' requests) despite assurances that such amendments have been made. Please update accordingly.	The Applicant has submitted a Schedule of Changes to the draft DCO each time that it has submitted a new draft DCO into the Examination. The Schedule of Changes has documented the substantive amendments that have been made to key articles and requirements. The Applicant has sought to take a proportionate approach and has not included every minor update to the draft DCO individually. In the Schedule of Changes to the draft DCO (Revision G) [**REP6-006**] submitted at Deadline 6, the Applicant had noted that a number of updates had been made to protective provisions, including those in Part 9 of Schedule 9 (for the protection of National Highways Limited). The Applicant did not set out the detail of all amendments made, as this was considered unnecessary. However, one of the amendments that was made to the protective provisions for National Highways, and that is shown in track changes in the tracked change version of the draft DCO (Revision H) [**REP6-003**] was that Articles 14 and 17 are now within the list of articles in paragraph 116(2) that cannot be exercised by the Applicant over the strategic road network without approval of National Highways. The Applicant therefore does not consider it necessary to update the Schedule of Changes to the draft DCO to specifically mention this change.
2.3.10	Statements of Common Ground	The Deadline 6 cover letter refers to a number of Statements of Common Ground (SoCG) that remain unsigned. Provide final versions of these SoCG, signed or unsigned as the case may be	Final SoCGs have been submitted as part of this submission.
2.3.11	Offshore application	Please explain why the offshore application is being lodged at least 15 months after the onshore application when the Applicant's own Need Case for the Scheme [APP-131] stresses the absolute urgency of the need for carbon capture storage projects?	The identified urgency for carbon capture and storage ("CCS") projects is set out in Government policy, including national planning policy (e.g. para 3.5.1 of National Policy Statement EN-1). As set out within the Need Case for the Scheme and [APP-131] the Planning Design and Access Statement [APP-129] and the Planning Design and Access Statement Addendum [REP1-049], that urgency is driven by the UK's net zero targets for 2030 and 2050. As part of that, the UK Government has a target to use CCS to store between 20 to 30 million tonnes of carbon dioxide equivalent annually by 2030. The Proposed Development and the wider Viking CCS Project is being developed to contribute towards meeting those aims. To facilitate the deployment of CCS infrastructure, the UK Government has established low carbon industrial clusters, and will

Ref	Topic	Interested Party Comment	Applicant's Response
			sequence emitters to relevant CCS projects. Viking CCS Project has been assigned as a 'Track 2' project by the Government. The timeline for deployment of all CCS projects within the UK is driven by that sequencing process being completed, and the negotiation between developers and the Department for Energy Security and Net Zero of the economic, regulatory and governance model that should apply to the CCS project. That process is expected to take place in parallel to the developer obtaining the necessary consents to build the CCS projects. Obtaining the necessary consents is therefore not the primary driver of the programme for construction of the Viking CCS Project. As set out in Applicant's Response to Issue 4 - Construction Programme in the Examining Authority's Rule 17 Letter [REP3-031] and within Q2.5.14 in the Applicant's Response to the Examining Authority's Second Written Questions [REP5-063], the offshore consenting process and timescale is not comparable to the process and timescales for a DCO application under the Planning Act 2008. The fact that the offshore application is to be submitted later than the onshore application will not cause delay to the development of the Viking CCS Project as a whole. The timescale for the Applicant making the offshore application is comparable to that of other CCS developers. For example, the DCO application for the onshore CO_2 element of the HyNet cluster (which is a Track 1 project) was submitted to the Planning Inspectorate on 30 September 2022 and the offshore CO_2 application was submitted to the Offshore Petroleum Regulator for Environment and Decommissioning ("OPRED") almost 17 months later on 27 February 2024. Whilst there is an identified urgency in Government policy for CCS projects, it remains important that the projects go through the appropriate design and environmental impact assessment processes prior to the application. That is well advanced for the offshore components of the Viking CCS Project, and the Applicant will submit the application to OPRED as soon as possible. The Applicant respectfully submits that the target date for that submission does not in any way contradict the identified urgency for CCS infrastructure or the needs case for the Proposed Development. The Applicant submits that it is not a relevant consideration in the determination of this DCO application.

Table 2-4: Responses to comments regarding Crown Estate raised by the Examining Authority

Ref	Topic	Interested Party Comment	Applicant's Response
2.4.1	Section 135 consents	In the reply to question 2.5.30 of ExQ2 [PD-021], the Applicant said that obtaining the section 135 consents "will remain a priority in the remaining weeks of the Examination." The CA Guidance at paragraph 40 says that the discussions should start before the application is submitted and the consents should be obtained "at	The Applicant has continued to engage with the Crown Estate and their solicitors on obtaining consent under section 135 of the Planning Act 2008. The Applicant was advised several weeks ago that the documentation had been drafted, was with the Crown Estate

Ref	Topic	Interested Party Comment	Applicant's Response
		the very latest, this should be by the time the Examination phase of the project is completed." Please comment?	for approval/signature and that the Crown Estate was aware of the Examination deadlines. The Applicant has continued to contact the Crown Estate's solicitors for any regular update. The Crown Estate issued a request on Monday 23 September to enter into an agreement with the Crown Estate in respect of the grant of section 135 consent. The Applicant has not been able to complete its own approval processes before the close of the Examination to have the agreement completed and signed. The Applicant notes what is said in the CA Guidance, but this is not fully within the Applicant's control. If the Crown Estate issue consent after the close of the Examination, then this will be sent by the Applicant to the Secretary of State via the Planning Inspectorate.
2.4.2	Lease for offshore pipeline	The ExA have also asked about progress concerning the necessary lease for the offshore pipeline. The Applicant back in April 2024 indicated in their reply to the Examining Authority's First Written Questions (ExQ1) [REP1-045] that the "Applicant and Crown Estate are now progressing lease discussions, but no further progress has been reported at Deadline 6." Bearing in mind the delays with obtaining the s135 consents for the onshore Crown Land, it is difficult to see that the negotiations for a commercial lease will be completed quickly. What reassurance can be provided concerning this?	The Applicant's negotiations of a lease with the Crown Estate are not being progressed by the same team within the Crown Estate as was progressing the s135 consent. The Applicant does not consider that the time it has taken to obtain the s135 consent should be considered indicative of progress on lease negotiations. The Applicant provided an update on negotiations at Compulsory Acquisition Hearing 2 on 25 June 2024 (see paragraphs 5.6 – 5.10 of 3 the Applicant's Summary of Oral Submissions at the CAH2 [**REP4-053**]), where it confirmed that it had received heads of terms from the Crown Estate. The Applicant holds weekly meetings with the relevant team at the Crown Estate to progress the lease arrangements. The Crown Estate recognises its role in supporting Government targets for the deployment of carbon capture and storage technologies (see https://www.thecrownestate.co.uk/our-business/marine/carbon-capture). The Applicant is therefore very confident that a lease with the Crown Estate will be progressed timeously.

Appendix A - Preferred protective provisions for the protection of Uniper UK Gas Limited.

PART [X]

FOR THE PROTECTION OF UNIPER UK LIMITED

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

219. In this part of this Schedule—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and (ii) "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means a third party liability insurance effected and maintained by the undertaker or its contractor with a limit of indemnity of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by Uniper, whether arising pursuant to the undertaker or any person on its behalf. Such insurance must be maintained for the construction and operational period of the authorised development which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an "acceptable credit provider" (including any replacement insurance pursuant to sub-paragraph 227(6)), such policy must include—

(a) a waiver of subrogation and an indemnity to principal clause in favour of Uniper; and

(b) contractors' pollution liability for third party property damage and third party bodily damage arising from pollution, contamination or environmental harm with cover of £10,000,000 (ten million pounds) per event or £20,000,000 (twenty million pounds) in aggregate;

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of Uniper to cover the undertaker's liability to Uniper to a cap of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty five million pounds) (in a form reasonably satisfactory to Uniper and where required by Uniper, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee) including any replacement parent company pursuant to sub-paragraph 227(6); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of Uniper to cover the undertaker's liability to Uniper for an amount of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty-five million pounds) (in a form reasonably satisfactory to Uniper) which includes any replacement bank bond or letter of credit pursuant to sub-paragraph 227(6);

"alternative apparatus" means alternative apparatus to the satisfaction of Uniper to enable Uniper to fulfil its functions in a manner no less efficient than previously;

"apparatus" means—

(a) any fixed and moveable items, which forms, or may form, part of Uniper's system, including cavities, chambers, pipelines, valves, ventilators, pumps, compressors, pumping or compression systems, control systems and any associated cables (including high voltage, low voltage and datacoms) and any equipment in which electrical conductors are used, supported, or otherwise form, or may form, part of the system, cathodic protection systems, roads, compounds and equipment owned by Uniper; or

(b) any other equipment or apparatus belonging to or maintained by Uniper or apparatus and such other equipment or apparatus constructed that becomes operational for the purposes of Uniper's functions including any structure in which equipment or apparatus is, or will be, lodged or which gives, or will give, access to apparatus; or

(c) any replacement equipment or apparatus as required or determined by Uniper;

"as-built" records" means each as-built record or document prepared by the undertaker or delivered to the undertaker by its subcontractors or any other person carrying out the specified works;

"authorised development" has the same meaning as in article 2 of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Part of this Schedule;

"commence " has the same meaning as in article 2 of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement include site preparation works, remediation works, environmental (including archaeological) surveys and investigation, site, utility or soil survey, erection of temporary fencing to site boundaries or marking out of site boundaries, installation of temporary amphibian and reptile fencing, the diversion or laying of services or environmental mitigation measures and any such temporary accesses that may be required in association with these;

"confidential information" means information exchanged during the negotiation or performance of this Part of this Schedule, which is identified in writing by the furnishing party as being confidential at the time of disclosure to the other party;

"emergency works" has the meaning given to it in section 52 of the 1991 Act;

"good industry practice" means exercising the degree of skill, diligence, prudence, foresight and care reasonably expected of a skilled and experienced solar developer, which includes obtaining all necessary permits and compliance with any safety rules;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"insolvency related event" means, in respect of any person, any step, process, application, filing in court, order, proceeding, notice or appointment is taken or made by or in respect of such person in relation to the Insolvency Act 1986 special resolution regime or for a moratorium, composition, compromise or arrangement with creditors, administration, liquidation (otherthan for the purposes of amalgamation or reconstruction), dissolution, receivership (administrative or otherwise), distress (or the taking control of goods procedure set out in the Tribunals, Courts and Enforcement Act 2007) or execution in any jurisdiction or such person becomes insolvent or is unable or is deemed unable to pay its debts, suspends making payments on its debts, as they fall due in accordance with the law of any application jurisdiction;

"maintain" and "maintenance" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Uniper including retain, lay, construct, use, maintain, repair, protect, access, alter, inspect, renew, replace, enlarge, decommission or remove the apparatus or alternative apparatus;

"parent company" means—

(a) a parent company of the undertaker acceptable to and which must have been approved by Uniper acting reasonably; or

(b) where a parent company is subject to an insolvency related event, a replacement parent company approved by Uniper acting reasonably;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and mitigation measures (including but not limited to integrity reports), earthing philosophies, proposed land and road crossings and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"representative" means Uniper's directors, officers, employees, agents, consultants and advisers;

"specified works" means any of the authorised development or activities undertaken in association with the authorised development which—

(a) will or may be situated over, under, across, along, upon or within 15 metres measured in any direction of any apparatus, excluding any high pressure pipelines to which paragraph (b) below shall apply;

(b) will or may be situated over, under, across, along, upon or within 50 metres measured in any direction of any high pressure pipeline; or

(c) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 225 or otherwise.

"Uniper" means Uniper UK Limited incorporated in England with company number 2796628 and Uniper UK Gas Limited incorporated in England with company number 02436332 and whose registered office is at Compton House 2300 The Crescent, Birmingham Business Park, Birmingham, England, B37 7YE.

220. Except for paragraphs 221 (apparatus of Uniper in stopped up streets), 224 (retained apparatus), 225 (removal or replacement of apparatus), 226 (expenses) and 227 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Uniper, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Uniper are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of Uniper in temporarily closed, altered or diverted streets

221. Regardless of the temporary closure, alteration or diversion of any street under the powers of article 12 (temporary restriction of use of streets), Uniper is at liberty at all times to take all necessary access across any such temporarily closed, altered or diverted street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary closure, alteration or diversion in respect of any apparatus which at the time of the temporary closure, alteration or diversion was in that street.

Protective works to buildings

222. The undertaker, in the case of the powers conferred by article 20 (protective works to buildings), must exercise those powers in accordance with paragraph 224 of this Part of this Schedule, so as not to obstruct or render less convenient the access to any apparatus or alternative apparatus.

Acquisition of land

223.— Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement with Uniper.

Retained apparatus

224.—(1) (1) Not less than 56 days before the commencement of the execution of any specified works the undertaker must submit to Uniper at the address stated in paragraph 232, a plan in respect of those works.

(2) The plan to be submitted to Uniper under sub-paragraph (1) must include all comprehensive risk assessments (including any quantitative risk assessments) and any method statement describing—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any changes to the land drainage systems, temporary crossing designs, traffic management plans, health and safety management plans, emergency response plans, planned changes or rerouting of any assets and their corresponding design codes, earth schedules and earthing risk assessments;

(g) any recommendations or mitigation measures to avoid interference with, or loss or damage to the apparatus (including damage caused by passing over the apparatus by heavy construction machinery) and related remedies should such mitigation measures fail;

(h) any intended maintenance regimes; and

(i) a programme of the works, including any proposed start dates and the anticipated duration of the works.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Uniper has given written approval of the plan so submitted and the undertaker and Uniper have used reasonable endeavours to carry out a joint site walk in the period 4 weeks before commencement of the works. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by Uniper, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

(4) Any approval of Uniper required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (8); and

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, the undertaker must provide any additional information or documentation as reasonably requested by Uniper and Uniper may require modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (4) and (5), as approved or as amended from time to time by agreement between the undertaker and Uniper and in accordance with all conditions imposed under sub-paragraph 4(a) by Uniper for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Uniper (or its representative) is entitled to attend any meetings related to the specified works and watch, monitor and inspect the execution of those works.

(7) If, during the carrying out of the authorised development, any aspect of it poses a risk of interference with or loss or damage to the apparatus, the undertaker must immediately notify Uniper, in writing, and submit a revised plan in respect of the affected works to Uniper for approval, and the provisions of this paragraph 224 (Retained Apparatus) will apply to, and in respect of, the revised plan. If Uniper (or its representative) identifies a potential risk of interference with or loss or damage to the apparatus while watching, monitoring or inspecting the execution of the specified works, then Uniper (or its representative) may request suspension of such works. The undertaker must then submit a revised plan in respect of the affected works to Uniper for approval, and the provisions of this paragraph 224 (Retained Apparatus) will apply to, and in respect of, the revised plan. Uniper's (or its representative's) failure or delay in exercising this right, or the undertaker's failure to suspend the specified works upon request by Uniper (or its representative), will not relieve the undertaker of its responsibility for any interference with, loss of, or damage to the apparatus.

(8) Where Uniper requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Uniper's satisfaction (acting reasonably).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works, provided that—

(a) in respect of danger to persons it must give to Uniper notice as soon as is reasonably practicable by calling Uniper's emergency telephone line on 0800 389 4795 or such other telephone number notified by Uniper to the undertaker in writing; and

(b) in respect of danger to property it must notify Uniper in accordance with sub-paragraph (10)(a) above, before any emergency works are commenced by or on behalf of the undertaker, and, in each case, as soon as is reasonably practicable give to Uniper a plan of those works and must—

(i) comply with sub-paragraphs (5), (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(ii) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with, and use reasonable endeavours to procure compliance by any party acting on its behalf with, all applicable law and good industry practice. The undertaker must procure that any party carrying out any works on the land on its behalf has knowledge of the apparatus, its location

(including as illustrated by a site map) and procure that the obligations contained in this Part of this Schedule are adhered to by such parties working on the land on its behalf.

(12) The undertaker must prepare, and keep up-to-date, a complete set of red-lined "as-built" records of the execution of the specified works, showing the exact as-built locations, sizes and details of such works as executed. After completion and once the undertaker is in receipt of and is satisfied with the final versions of the complete "as-built" records, the undertaker must submit to Uniper, no later than twenty (20) business days thereafter, all the"as-built" records. Uniper may specify the number of copies of any "as built" records acting reasonably.

Removal or replacement of apparatus

225.—(1) The undertaker is not permitted to remove, move or replace any apparatus in land without the prior written consent of Uniper (such consent not to be unreasonably withheld or delayed).

(2) If, in the exercise of the powers conferred by the Order, the undertaker has exercised its compulsory purchase powers to acquire any interest in or possesses temporarily any Order land in which any apparatus is placed and has the power to move, replace or remove that apparatus, it must not do so under this Part of this Schedule and any right of Uniper to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of Uniper in accordance with sub-paragraphs (3) to (6) inclusive.

(3) If, for the purpose of executing any specified works in, on, under or over any land held, appropriated or used under this Order pursuant to exercising its compulsory purchase powers the undertaker requires the replacement or removal of any apparatus placed in that land it must give to Uniper no less than 56 days advance written notice of that requirement, together with a plan of the work proposed, and where applicable, the proposed replacement apparatus or the position of any alternative apparatus to be provided or constructed and in that case provided that where—

(a) the undertaker requires the replacement of any apparatus placed in that land, it must be replaced with identical apparatus, provided that if identical apparatus is not available, it must be either—

(i) replaced with apparatus on a similar or equivalent basis (i.e. like-for-like basis); or

(ii) where it cannot be replaced on a similar or equivalent basis, then it must be replaced with enhanced apparatus. For the avoidance of doubt, no apparatus may be replaced with anything less advanced than the apparatus being replaced;

(b) the undertaker requires the removal of any apparatus placed in that land (or if in consequence of the exercise of any of the powers conferred by this Order Uniper reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (4), secure any necessary consents for the alternative apparatus and afford to Uniper to its satisfaction the necessary facilities and rights for the construction of alternative apparatus in other land of or land secured by the undertaker and subsequently for the maintenance of that apparatus, and prior to any removal or any replacement of the apparatus pursuant to this paragraph 225, the parties must agree the value attributable to such apparatus or alternative apparatus, prior to any replacement or removal. If such value cannot be agreed between the parties, such value will be determined in accordance with paragraph 231 (arbitration).

(4) If alternative apparatus or any part of such apparatus is to be constructed elsewhere other than in land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (3), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the undertaker must take all steps required in the circumstances to assist Uniper to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(5) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the undertaker and Uniper.

(6) Uniper must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written agreement having been entered into between the parties and the grant to

Uniper of any such facilities and rights as are referred to in sub-paragraph (3) or (4), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Expenses

226.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Uniper within 30 days of receipt of an invoice, all charges, costs and expenses reasonably anticipated or incurred by Uniper in, or in connection with, the inspection, removal, relaying or replacing, alteration, repair, remediation or restoration of or protection of any apparatus or alternative apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any powers conferred on the undertaker, pursuant to the Order (including in the execution of any authorised development as is referred to in this Part of this Schedule) including—

(a) in connection with the cost of the carrying out of any assessment of Uniper's apparatus under Pipelines Safety Regulations 1996 and Gas Safety (Management) Regulations 1996 reasonably necessary as a consequence of the authorised development;

(b) implementing any mitigation measures required as a result of any assessment referred to in sub-paragraph (a) reasonably necessary as a consequence of the authorised development;

(c) the approval of plans;

(d) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and

(e) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) For the purposes of calculating the sums payable pursuant to sub-paragraph (1) above, in the case of the replacement or removal of apparatus, the following applies—

(a) where apparatus is removed under the provisions of this Part of this Schedule and which will not re-used as part of the apparatus or alternative apparatus, there will be excluded from any sum payable under sub-paragraph (1) the value of the apparatus being removed; and

(b) subject to sub-paragraph 225(3)(a), when replacing existing apparatus, there will be deducted from any sum payable under sub-paragraph (1) the value of that apparatus being removed under the provisions of this Part of this Schedule and which is not re-used as part of the apparatus or alternative apparatus, except that the value of any apparatus or alternative apparatus used to replace the apparatus being removed will be included in the sum payable under sub-paragraph (1), such value being agreed between the parties (or as determined in accordance with paragraph 231 (arbitration) prior to any removal or replacement of the apparatus, provided that, in each case, all charges, costs and expenses reasonably incurred, or reasonably anticipated to be incurred, by Uniper in, or in connection with the works required for the removal or replacement of such apparatus will be included in the sum payable under sub-paragraph (1).

(3) If, in accordance with sub-paragraph 226(2) of this Part of this Schedule, any existing apparatus is replaced with enhanced apparatus where the undertaker's consent has not been obtained by Uniper (or where disputed in accordance with paragraph 231 (Arbitration), decided not to be necessary), then, if the construction expenses for this replacement surpass the construction expenses that would have been paid for similar or equivalent apparatus then any excess costs will be borne by Uniper, except where it is not possible to obtain similar or equivalent apparatus, full costs will be payable by the undertaker.

(4) Any amount which is payable to Uniper in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on

Uniper any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

227.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the authorised development or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by them) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any loss or damage is caused to any apparatus, alternative apparatus or property of Uniper, or there is any interruption in any services provided, or in the supply of any goods, or in the use of the apparatus or alternative apparatus (as applicable) by Uniper, the undertaker must—

(a) bear and pay the costs reasonably and properly incurred by Uniper in making good such loss or damage or in restoring the supply or its use; and

(b) indemnify Uniper for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Uniper, by reason or in consequence of any such damage or interruption or Uniper becoming liable to any third party (an "Indemnity Claim").

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to—

(a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Uniper or its representatives; or

(b) any indirect or consequential loss of Uniper or any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption which is not reasonably foreseeable.

(3) Uniper must give the undertaker reasonable notice of an Indemnity Claim and no settlement or compromise is to be made that is prejudicial to the undertaker without the consent of the undertaker (not to be unreasonably withheld) which, if it withholds such consent, it will assume the sole conduct of the Indemnity Claim, provided that if the undertaker does not assume the sole conduct of the Indemnity Claim within 30 days of the Indemnified Claim being notified to it, Uniper, or a person designated by Uniper, may conduct the Indemnity Claim in such manner as it may deem appropriate and the undertaker will indemnify Uniper for any costs and expenses incurred in connection with defending any such Indemnity Claim.

(4) The undertaker must assist Uniper, as requested, in connection with an Indemnity Claim (including circumstances where Uniper reasonably believes may give rise to an action, claim or demand by a third party).

(5) The undertaker undertakes not to commence construction (and not to permit the commencement of such construction) of the authorised development on any land owned by Uniper or in respect of which Uniper has an easement, wayleave or lease for its apparatus or any other interest or to carry out any works within 15 metres of Uniper's apparatus (except in respect of any high pressure pipelines) or within 50 metres of Uniper's high pressure pipelines until the following conditions are satisfied—

(a) unless and until Uniper is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it will maintain such acceptable security for the construction period of the authorised development from the proposed date of commencement of construction the authorised development) and Uniper has confirmed the same to the undertaker in writing; and

(b) unless and until Uniper is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to Uniper that it will maintain such acceptable insurance for the construction period of the authorised development from the proposed date of commencement of construction of the authorised development) and Uniper has confirmed the same in writing to the undertaker.

(6) The undertaker agrees that if, at any time, the acceptable security or acceptable insurance expires or terminates, ceases to fulfil the criteria of acceptable security or acceptable insurance, ceases to be in full force and effect or becomes invalid or unenforceable for the purpose of this Part of this Schedule or an insolvency-related event occurs in respect of the undertaker, then the relevant security or insurance will no longer constitute acceptable security or acceptable insurance and will promptly be replaced by the undertaker with alternative acceptable security or acceptable insurance as approved by the undertaker, to the extent any acceptable insurance and acceptable security is still required under this Part of this Schedule.

(7) In the event that the undertaker fails to comply with sub-paragraph (4) nothing in this Part of this Schedule will prevent Uniper from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

(8) Uniper must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within Uniper's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of Uniper's control and if reasonably requested to do so by the undertaker Uniper must provide an explanation of how the claim has been minimised, where relevant.

Co-operation

228.—(1) Where in consequence of the proposed construction of any of the authorised development, Uniper makes requirements for the protection or alteration of apparatus under paragraphs 224(5) or 224(7), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe, efficient and economic operation of Uniper's apparatus and Uniper must use its best endeavours to cooperate with the undertaker for that purpose.

(2) Where Uniper's consent, agreement or approval is required in relation to plans, documents or other information submitted by Uniper or the taking of action by Uniper, it must not be unreasonably withheld or delayed.

Access

229. If in consequence of the agreement reached in accordance with paragraph 223(1) of this Part or otherwise as granted by this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Uniper (or representative) in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Uniper (or its representative) to maintain or use the apparatus no less effectively than was possible before such obstruction. For the avoidance of doubt, Uniper (or its representative) will be entitled to access its apparatus in the land at all times.

Confidentiality

230.—(1) Each party must treat any confidential information as private and confidential. The party in receipt of any confidential information from the other party may not use it for a purpose other than for the performance of its obligations under this Part of this Schedule and must not disclose confidential information received from the other party to any person, provided that a party may disclose confidential information to any of its directors, other officers, employees, contractors, customers, affiliates, insurers, funders, advisers or consultants.

to the extent that disclosure is reasonably necessary for the purposes of this Part of this Schedule.

(2) Sub-paragraph 230(1) does not apply to confidential information—

(a) which is at the date of commencement, or at any time after that date becomes, publicly known other than by breach of sub-paragraph 230(1);

(b) which was known by the receiving party before disclosure by the other party to the receiving party, provided that such confidential information was lawfully obtained; or

(c) to the extent disclosure of the confidential information is required by law, the instructions of a competent governmental authority or such competent authority acting on behalf of such governmental authority, or the rules of a relevant and recognised stock exchange.

Arbitration

231. Any difference or dispute arising between the undertaker and Uniper under this Part of this Schedule must be determined by arbitration in accordance with article 48 (arbitration) unless otherwise agreed between those parties acting reasonably.

Notices

232. Any notice, statement, request, plan or any other written communication (including the plan to be provided at paragraph 224) to be given or made in respect of this Part of this Schedule by the undertaker must be given or made in writing to the address stated below or such other address as Uniper may have notified to the undertaker from time to time.

Name-Uniper Pipelines Team

Address-Pipelines Office, Uniper Killingholme Power Station, Chase Hill Road, Killingholme, North Lincolnshire, DN40 3LU

Contact - Lead Pipeline Engineer