

National Infrastructure Planning
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Date: 18 December 2024
Our Ref: [REDACTED]\073687.010162
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To Whom It May Concern

Planning Act 2008 – Section 89 and The Infrastructure Planning (Examination Procedure) Rules 2010 – Rules 8 and 9

Application by H2Teesside Limited for an Order Granting Development Consent for the H2Teesside Project

Unique Reference: 20049374

Response to Deadline 5

This letter is sent on behalf of PD Teesport Limited (“PDT”), registered as an Interested Party for the above application, in accordance with Deadline 5.

Registration to Hearings

I can confirm that PDT wish to attend the following (via Teams):

- Compulsory Acquisition Hearing 2 (CAH2) on 13 January 2025;
- Issue Specific Hearing 3 (ISH3) on 14 January 2025;
- Issue Specific Hearing 4 (ISH4) on 15 January 2025; and
- Reserve Hearing Date (if necessary) on 16 January 2025.

The nature of the representations will depend on the extent of agreement that has been reached between the parties by that stage.

Set out below are the details of this request to speak at the above hearings.

Name and unique reference number	[REDACTED] Reference: 20049374	Eversheds Sutherland (International) LLP
E-mail address and contact telephone number	E-mail: [REDACTED]@eversheds-sutherland.com	Tel: [REDACTED]

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Name and unique reference number of organisation representing	PD Teesport Limited	Reference: 20049374
Plot Numbers relevant to participation in Compulsory Acquisition Hearing	<p>Part 1 – Freehold interests</p> <p>Plots 5/46, 5/50, 5/52, 5/54, 5/55, 5/56, 5/57, 5/58, 5/59, 5/60, 5/61, 5/62, 5/63, 5/65, 5/66, 9/1, 9/2, 9/6, 9/7, 9/8, 9/9, 9/10, 10/17, 10/27, 10/28, 10/29, 10/30, 10/31, 10/32, 10/33, 10/34, 10/35, 10/36, 10/39, 10/40, 10/44, 10/45, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/9, 11/10, 11/13, 11/16, 11/18, 11/22, 11/23, 11/27, 11/28, 11/29, 11/30, 11/31, 11/32, 11/33, 11/34, 11/35, 11/36, 11/37, 11/38, 11/39, 11/40, 11/41, 11/42, 11/50, 11/51, 11/52, 11/61, 11/102, 11/103, 11/104, 11/105, 11/106, 11/107, 11/108, 11/109, 11/110, 11/115, 11/116, 11/117, 11/118, 11/119, 11/120, 13/1, 13/4, 16/1, 16/2, 16/3, 16/5, 16/6, 16/7, 16/8, 16/9, 16/10, 16/11, 16/12, 16/14, 16/15, 16/16, 16/22, 16/23, 16/24, 16/25, 16/26, 16/27, 16/28.</p> <p>Part 1 – Lessees or Tenants or Reputed Lessees or Tenants</p> <p>Plots 7/5, 7/9, 7/14, 7/18, 7/20.</p> <p>Part 1 – Occupiers or Reputed Occupiers</p> <p>Plots 5/46, 5/50, 5/52, 5/55, 5/58, 5/59, 5/60, 5/61, 5/62, 5/65, 5/66, 7/5, 7/9, 7/14, 7/18, 7/20, 7/21, 9/1, 9/2, 10/17, 10/27, 10/28, 10/29, 10/30, 10/31, 10/32, 10/33, 10/34, 10/35, 10/36, 10/39, 10/40, 10/44, 10/45, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/9, 11/10, 11/13, 11/16, 11/18, 11/22, 11/23, 11/27, 11/28, 11/29, 11/30, 11/31, 11/32, 11/33, 11/34, 11/35, 11/36, 11/37, 11/38, 11/39, 11/40, 11/41, 11/42, 11/50, 11/51, 11/52, 11/61, 11/102, 11/103, 11/104, 11/105, 11/106, 11/107, 11/108, 11/109, 11/110, 11/115, 11/116, 11/117, 11/118, 11/119, 11/120, 13/2, 13/4, 13/5, 13/6, 13/7, 13/10, 13/7, 14/7, 15/7, 15/8, 15/19, 15/23, 15/24, 15/33, 15/37, 15/38, 15/140, 15/161, 15/164, 15/178, 15/182, 15/183, 15/186, 15/187, 15/188, 15/195, 15/196, 16/1, 16/3, 16/5, 16/7, 16/9, 16/10, 16/14, 16/15, 16/16, 16/23, 16/24, 16/25, 16/26, 16/28.</p> <p>Part 3 – Persons entitled to make a claim</p> <p>Plots 13/2, 13/4, 13/5, 13/6, 14/7, 13/10, 13/17, 15/17, 15/18, 15/19, 15/23, 15/24, 15/33, 15/37, 15/38, 15/140, 15/161, 15/164, 15/178, 15/182, 15/183, 15/186, 15/187, 15/188, 15/195, 15/196.</p>	

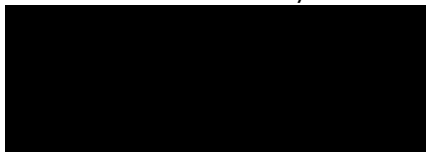
	<p>Part 3 – Persons enjoying rights over land</p> <p>Plots 5/50, 13/1, 13/4, 13/5, 13/6, 13/7, 13/10, 13/17, 14/7, 15/17, 15/18, 15/19, 15/23, 15/24, 15/33, 15/37, 15/38, 15/140, 15/161, 15/164, 15/178, 15/182, 15/183, 15/186, 15/187, 15/188, 15/195, 15/196.</p> <p>Part 4 – Crown Interests</p> <p>Plots 7/5 and 7/14.</p>
<p>Examination Library Documents to be referred to</p>	<p>Draft Development Consent Order; Book of Reference; Works Plans; and Statement of Reasons for the CPO</p>

Response to ExQ2

Please see below for PDT’s response to the ExA’s written questions.

I trust that the above is clear however please do not hesitate to contact me should you have any queries.

Yours sincerely



Partner
Eversheds Sutherland (International) LLP

Response to ExQ2

PD Teesport Limited

ExQ1	Question to:	Question	Response
Q2.6.2	IPs/ APs	<p>The BoR [REP4-002] has been updated by the Applicant at DL4. Are any Affected Persons or IPs aware of any inaccuracies that remain in the BoR? If so, please set out what these are and provide the correct details.</p>	<p>PDT previously raised the issue relating to their lease over the emergency access road at Greatham Creek. PDT now seek to clarify the position here. PDT have a lease with the Crown Estate Commissioners which is not recorded in the BoR. Both the lease and the plan are attached for reference.</p> <p>We believe that the lease relates to plot no.s 7/16, 7/22, 7/26, 7/27, 7/28 and potentially 7/6, 7/15, 7/23 and 7/24.</p> <p>PDT would be grateful if the Applicant could review the lease plan and update the BoR accordingly.</p>
Q2.9.12	IPs/ APs	<p>PPs/ Side, or other, Agreements</p> <p>The ExA would ask any IP/ AP who wish to have PPs, who haven't already submitted their preferred PPs, to submit a copy of their preferred PPs into the ExA for its consideration.</p>	<p>Please see below.</p>

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**PROTECTIVE PROVISIONS
FOR THE PROTECTION OF PD TEESPORT LIMITED**

1. For the protection of PD Teesport, the following provisions have effect, unless otherwise agreed in writing between the undertaker and PD Teesport.

2. In this Schedule:-

"Emergency Access Road"

means any part of the emergency access road at Seal Sands located off the A178 Tees Road to the north of Greatham Creek affected by this Order including land comprising land plots 9/1, 10/17 and 10/29-33.

"PD Teesport"

means PD Teesport Limited (company number 02636007) and any successor in title or function to the PD Teesport operations

the **"PD Teesport operations"**

means the port operations or property (including all freehold, leasehold, easements, wayleaves, licences and other rights) vested in PD Teesport Limited (or any related company whose assets or operations are impacted by the construction, maintenance and operation of the authorised development), including access to and from those operations or activities via Tees Dock Road and access, use and occupation of the Redcar Bulk Terminal as well as access over Seal Sands Road

"Redcar Bulk Terminal Access"

means any part of the access to Recar Bulk Terminal affected by this Order including land comprising land plots 13/1, 13/4, 13/5, 13/6, 13/7, 13/10 and 13/17.

"Seal Sands Road"

means any part of Seal Sands Road within the Order limits;

"Tees Dock Roundabout Roads"

means any part of both public and private parts of Tees Dock road, Tees Dock Roundabout and a private road running from the Tees Dock roundabout between the BOC Middlesborough site and the railway line affected by this Order including land comprising land plots 16/1, 16/2, 16/3, 16/5.

"works details"

means:-

- (a) plans and sections;
- (b) details of the proposed method of working and timing of execution of works;
- (c) details of vehicle access routes for construction and operational traffic; and
- (d) any further particulars provided in response to a request under paragraph 7.

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Regulation of powers

3. The undertaker must not exercise the powers granted under this Order so as to hinder or prevent the operation or maintenance of the PD Teesport operations or access to them without the prior written consent of PD Teesport.
4. Any approval of PD Teesport required under paragraph 3 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Teesport may require to be made in relation to:-
 - (a) the continuing safety, or operational activity of the PD Teesport operations (for the avoidance of doubt where the reasonable requirements relate to such matters, a reasoned explanation or other form of evidence will be provided by PD Teesport to substantiate the need for these requirements);
 - (b) ensuring that there is no commercial loss to PD Teesport (for the avoidance of doubt where the reasonable requirements relate to such matters, a reasoned explanation or other form of evidence will be provided by PD Teesport to substantiate the need for these requirements); or
 - (c) the requirement for PD Teesport (including its employees, agents, servants and contractors), any, tenants, licencees and occupiers on its land to have reasonable access to, occupation and use of the PD Teesport operations at all times.

[PD Teesport is concerned about the potential for a pipeline to be installed in and around the Riverside R-Ro site because of the potential for it to interfere with their future container port development and specifically the need to drive piles into the riverbed in that location. PD Teesport and the Applicant are in discussions with regard to identifying suitable protections in this regard and the protective provisions will be updated in due course].

Consent under this Schedule

5. Before commencing any part of the authorised development which may have an effect on the operation or maintenance or be located in proximity to the PD Teesport operations or access to them, the undertaker must submit to PD Teesport the works details for the proposed works and such further particulars as PD Teesport may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.
6. No works comprising any part of the authorised development which may have an effect on the operation or maintenance or be located in proximity to the PD Teesport operations or access to them are to be commenced until the works details in respect of those works submitted under paragraph 5 have been approved by PD Teesport, such approval to be provided no later than 21 days from the later of the details of the proposed works being provided or the provision of the last such further particulars as may have been requested by PD Teesport in respect of the works.
7. Any approval of PD Teesport required under paragraph 6 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Teesport may require to be made for:-
 - (a) the continuing safety, operational activity or business interests of the PD Teesport operations (for the avoidance of doubt where the reasonable requirements relate to such matters, a reasoned explanation or other form of evidence will be provided by PD Teesport to substantiate the need for these requirements); and

- (b) the requirement for PD Teesport to have uninterrupted and unimpeded access (including river access) to PD Teesport operations at all times.
8. The authorised development must be carried out in accordance with the works details approved under paragraph 6 and any requirements imposed on the approval under paragraph 7.
9. Where there has been a reference to an expert in accordance with paragraph 14 and the expert gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the expert under paragraph 14.
10. The undertaker will pay the reasonable costs of PD Teesport incurred in dealing with any approvals, review of documentation, supervision, auditing, safety assessments, engineering advice, lawyers' and other professional fees associated with compliance with any matters set out in these protective provisions within 14 days of a statement of such costs being provided in writing to the undertaker.

Regulation of powers in relation to accesses

11. The undertaker must not exercise the powers granted under this Order so as to obstruct or hinder access or egress for any person across the following areas:
- 11.1 Seal Sands Road;
 - 11.2 Tees Dock Roundabout Roads;
 - 11.3 The Emergency Access Road; and
 - 11.4 Redcar Bulk Terminal Access.

12. Indemnity

- 12.1 Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 5, any damage is caused to the PD Teesport operations, or there is any interruption in any service provided, or in the supply of any goods, by PD Teesport, the undertaker must:-
- (a) bear and pay the cost reasonably incurred by PD Teesport in making good such damage or restoring the supply; and
 - (b) indemnify PD Teesport for any other expenses, loss (including loss of profits), damages, penalty, claims, investigations, demands, charges, actions, notices, proceedings, orders, awards, judgments, damages, other liabilities and expenses (including legal fees, expenses and fines) or costs incurred of any kind or nature whatsoever by them, by reason or in consequence of any such damage or interruption.
- 12.2 Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of PD Teesport, its officers, employees, servants, contractors or agents.
- 12.3 PD Teesport must give the undertaker reasonable notice of any such claim or demand.
- 12.4 PD Teesport must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 12 applies. If requested to do so by the undertaker, PD Teesport

must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 12 for claims reasonably incurred by PD Teesport.

Dispute Resolution

- 13.1 Any difference in relation to the provisions in this part of this schedule must be referred to:-
- (a) A meeting between a senior representative of PD Teesport and a senior representative of the undertaker to seek agreement on the matter in dispute within 21 days from the date of a dispute first being notified in writing by one party to the other; and
 - (b) in the absence of the difference being settled within that period, to be settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the undertaker and PD Teesport or, in the absence of agreement identified by the President of the Institute of Civil Engineers, who must be sought to be appointed within 28 days of the notification of the dispute.
- 13.2 The fees of the expert are payable by the Parties in such proportions as the expert may determine or, in the absence of such determination, equally as between the Parties.
- 13.3 The expert must -
- (a) invite the Parties to make submissions to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;
 - (b) allow each Party an opportunity to comment on the submissions made by the other provided they are received within 21 days of the receipt of the submissions referred to in paragraph (a) above;
 - (c) issue a decision within 42 days of receipt of the submissions submitted pursuant to paragraph (a) above; and
 - (d) give reasons for the decision.
- 13.4 The expert must consider:-
- (a) whether under the Order, the Undertaker's outcomes could be achieved in any alternative manner without PD Teesport's operations or own works being materially compromised; and
 - (b) any other important and relevant considerations.
- 13.5 Any determination by the expert is final and binding except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to the courts of England and Wales.



DATED 21 November **2024**

HIS MAJESTY THE KING (1)
THE CROWN ESTATE COMMISSIONERS (2)
PD TEESPORT LIMITED (4)

LEASE
of
land being formerly part of the foreshore of the
River Tees adjacent to Greatham Creek in the
Parish of Greatham, Hartlepool

LEASE OF FIFTH PROPERTY ie ACCESS ROAD

Horizon Property Number: 0005445
Horizon Lease Number: 00025832
Estates Reference: 303-01-02
Purchase Order: 3304181
WBD Ref: 43090.2948

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LR1. Date of lease	21 November 2024
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>CE206815, CE202304</p> <p>LR2.2 Other title numbers</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord</p> <p>The Crown Estate Commissioners acting on behalf of His Majesty the King, 1 St James's Market, London SW1Y 4AH.</p> <p>The Commissioners</p> <p>The Crown Estate Commissioners, 1 St James's Market, London SW1Y 4AH.</p> <p>Tenant</p> <p>PD Teesport Limited (company number 02636007) whose registered office address is 17-27 Queen's Square, Middlesbrough TS2 1AH</p> <p>Other parties</p> <p>None</p>
LR4. Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The Property as defined in Clause 1 subject to the exceptions and reservations in Clause 3 and the declarations in Clause 30 and 31.</p>
LR5. Prescribed statements etc.	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None.</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Not applicable.</p>
LR6. Term for which the Property is leased	The term specified in this lease at Clause 1.

LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None.</p> <p>LR9.2 Tenant’s covenant to (or offer to) surrender this lease</p> <p>None.</p> <p>LR9.3 Landlord’s contractual rights to acquire this lease</p> <p>None.</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements in Clause 3.1.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements in Clause 3.2.</p>
LR12. Estate rentcharge burdening the Property	None.

DATE 21 November 2024

PARTIES

- (1) His Majesty The King.
- (2) The Crown Estate Commissioners on behalf of His Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961 (**Commissioners**).
- (3) PD Teesport Limited (company number 02636007) whose registered office address is 17-27 Queen's Square, Middlesbrough TS2 1AH (**Tenant**).

OPERATIVE PROVISIONS

PART ONE: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this Lease the following expressions have the following meanings:

1954 Act	the Landlord and Tenant Act 1954.
1995 Act	the Landlord and Tenant (Covenants) Act 1995.
Access Road	the access road which the Tenant has constructed pursuant to the Existing Lease or during any other period of occupation of the Property in accordance with the plans and specifications previously approved by the Landlord.
Apparatus	the Cables together with all ancillary structures and equipment laid in the Property (including without limitation cable chambers) or any replacement, renewal, maintenance or repair thereof.
Apparatus Markers	the warning markers located at the positions marked with purple crossed on Plan 1.
Authorised Guarantee Agreement	an authorised guarantee agreement within the meaning of section 16 1995 Act.
Authority	a statutory, public, local or other competent authority or a court or tribunal of competent jurisdiction or any agency or body owned or sponsored by the government.
BOC Lease	the lease dated 3 April 1998 made between (1) The Queens Most Excellent Majesty (2) The Crown Estate Commissioners (3) Tees and Hartlepool Port Authority (4) Norpipe Oil AS, Norpipe Petroleum UK Limited and (5) BOC Limited in relation to an eight (8) inch diameter nitrogen pipe installed by BOC Limited during the period of the Existing Lease and includes all documents supplemental or collateral to that lease.
Break Date	any date as specified in the Tenant's notice given under Clause 39.1.
Bridge	the bridge which was erected by the Tenant over the Bridge Land to a height and of a type and specification previously approved by the Landlord pursuant to the

	Previous Lease and which now comprises part of the Bridge Works.
Bridge Connection Rights	the rights to attach the Pipelines, Cables and Apparatus and any replacement of them to the Bridge and retain and use such Pipelines, Cables and Apparatus in such location as they are attached at the date of this Lease.
Bridge Land	the land coloured blue on Plan 1 over which the Bridge spans (though the footings and boundaries of the Bridge are located on the Landlord's property registered at Land Registry under title number CE202304).
Bridge Works	the Bridge, marker posts, fences and gates which the Tenant has constructed pursuant to the Existing Lease or during any other period of occupation on the Bridge Land and at the height and of the type and in accordance with the plans and specifications previously approved by the Landlord.
Cables	two twenty four (24) core fibre optic cables of up to twenty (20) millimetres in diameter in a one hundred and fifty (150) millimetres diameter duct and a thirty (30) millimetre diameter copper cable in a one hundred and fifty (150) millimetres diameter duct installed or laid by the Tenant or Norsesea during the period of the Existing Lease.
Commissioners	this includes any other person who takes over managing The Crown Estate.
Conduit	all pipes, sewers, drains, mains, ducts conduits, gutters watercourses, wires, cables, channels, flues and all conducting media for passage of services including any ancillary apparatus.
Contractual Expiry Date	28 February 2048.
Easement Strip	the part of the Property as lies above the Subsoil Underlease Land and which comprises a strip of two (2) metres in width shown coloured red on Plan 2 and the lower limit of the Easement Strip shall be half a metre (0.5m) below the ground surface level of the Property.
End of the Tenancy	the end of the Tenancy by expiry, re-entry, notice, surrender or otherwise.
Entry Safeguards	the requirements set out in Clause 34.
Existing Lease	the lease dated 17 September 1981 made between (1) The Queens Most Excellent Majesty (2) The Crown Estate Commissioners (3) Tees and Hartlepool Port Authority and includes all documents supplemental or collateral to that Lease.
Gates	the gates at the junction of the Property and Seaton Carew Road which the Tenant has constructed pursuant to the Existing Lease or during any other period of

	occupation and which are positioned between points A and B marked on Plan 1.
Interest	interest (both before and after any judgment) calculated on a daily basis from and including the date that interest becomes chargeable on any payment under this Lease to and including the day before the date that such payment is made.
Interest Rate	3% a year above Barclays Bank Plc's base lending rate from time to time (or of another bank nominated by the Landlord at any time) or, if those base rates are not available at any time, another comparable rate of interest specified by the Landlord having regard to interest rates at that time.
Landlord	for so long as the Reversion forms part of The Crown Estate, the Commissioners, and afterwards the person for the time being entitled to the Reversion.
Landlord's Land	the land at Seal Sands, Stockton-on-Tees owned by the Landlord at the date of this Lease.
Legal Obligation	<p>an obligation, requirement or restriction imposed by or under:</p> <ul style="list-style-type: none">(a) any present or future law including present or future statute, statutory instrument, statutory guidance or byelaw or common law;(b) any present or future judgment, injunction, regulation, order, direction, requirement, notice or code of practice of any Authority; or(c) any condition of a Necessary Consent, <p>as far as it relates to the Property or the Works or the occupation or use of the Property or the Works, no matter on whom the obligation is imposed.</p>
Maintenance Strip	so much of the Landlord's adjoining land as is shown hatched orange on Plan 2 and which forms a strip of land 5 metres in width either side of the centre point of the Apparatus within the Subsoil Underlease Land.
Necessary Consent	a consent, licence, permission, order, exemption or approval of any Authority which may be relevant in the context.
Norsea	<ul style="list-style-type: none">(a) Norpipe Petroleum UK Limited (company number 01118667) whose registered office address is 20th Floor, 1 Angel Court, London EC2R 7HJ;(b) Norpipe Oil AS (incorporated in Norway with the registration number 975 871 932) (OE number OE032300) whose registered address is 35 Ekofiskvegen, 4056, Tananger, Norway; and

- (c) Norsesea Pipeline Limited (company number 01083848) whose registered office address is 20th Floor, 1 Angel Court, London EC2R 7HJ,

being the tenant under the Permitted Underlease and shall includes its successors in title to the Permitted Underlease.

Part

a part of this Lease.

Permitted Underlease

a "Permitted Underlease" is an underlease which:-

- (a) is a lease of the Subsoil Underlease Land to Norsesea;
- (b) is granted without any fine or premium;
- (c) reserves a rent not less than the best rent which the Tenant ought reasonably to obtain in the open market on the grant of such underlease;
- (d) incorporates provisions for rent review at the same times and on the same basis as in this Lease or incorporates provisions for an upwards only annual index linked rent review;
- (e) is (so far as is consistent with an underlease) in a form substantially the same as this Lease except that:-
 - (i) further underlettings of part shall be absolutely prohibited; and
 - (ii) assignment of the whole of the interest created by the Underlease shall be prohibited unless the proposed assignee has executed and delivered to the landlord a covenant by deed in the same terms (mutatis mutandis) as clause 10.5.2; and
 - (iii) the Landlord's consent (as well as the Tenants) shall be required for a proposed assignment of the whole of the interest created by such underlease (assignment of part being absolutely prohibited).

Permitted Use

means:

- (a) the Property for the site of the Works (excluding the Bridge Works); and
- (b) the Bridge Land for the site of the Bridge Works,

in connection with the use of the Access Road for access to and egress from the Teesside Terminal Facility and to any other Tenant's adjacent land above mean high water and any other adjoining or nearby land at Seal Sands.

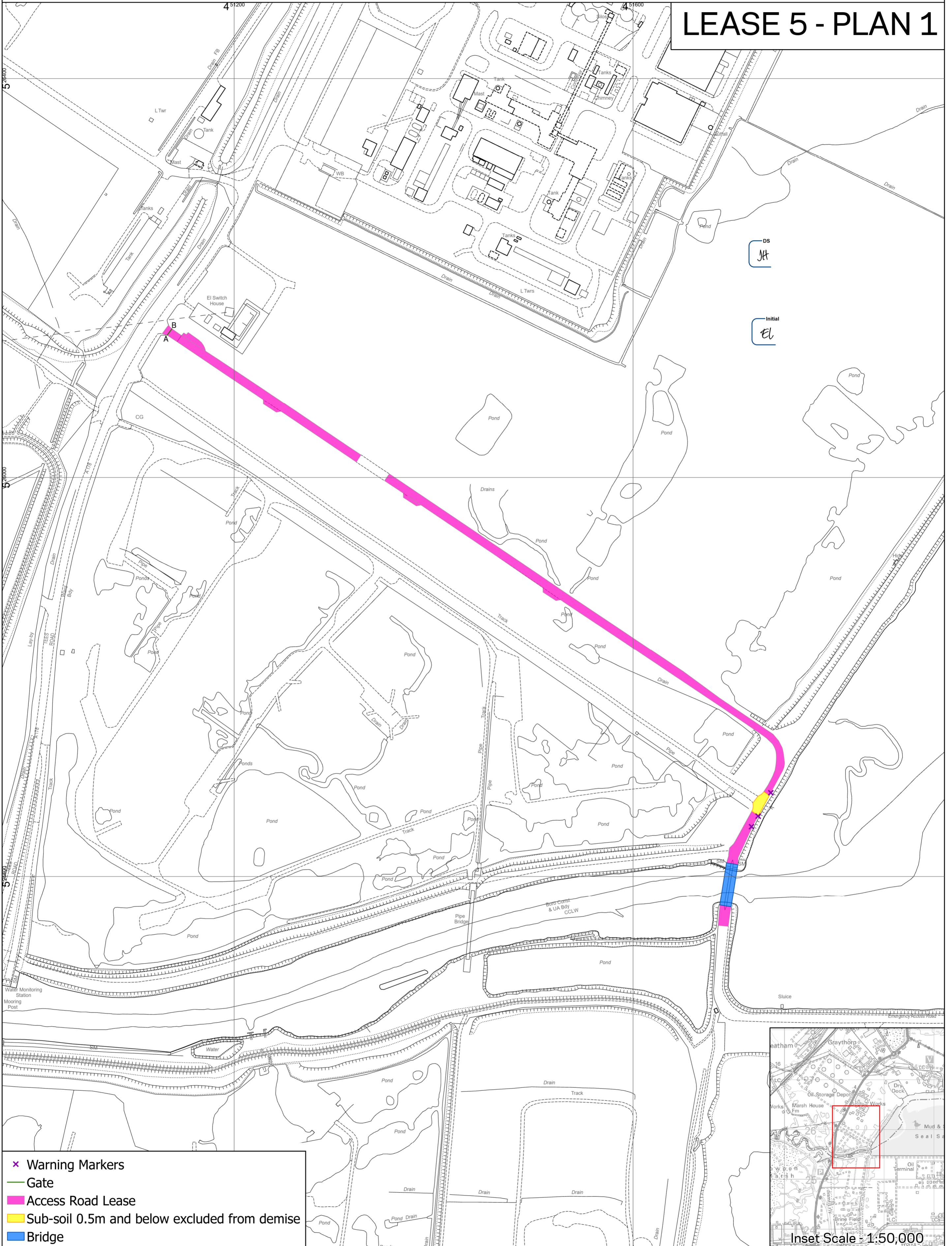
Pipelines	a fourteen (14) inch diameter pipe and any pipelines in the Property existing at the date of this Lease and which are detailed in Appendix 1 with drawings to identify their particular routes within the Property.
Plan 1	the plan labelled as "Plan 1" and attached to this Lease.
Plan 2	the plan labelled as "Plan 2" and attached to this Lease.
Plan 3	the plan labelled as "Plan 3" and attached to this Lease.
Plan 4	the plan labelled as "Plan 4" and attached to this Lease.
Principal Rent	£123,550 a year or such other amount as is from time to time agreed or determined in accordance with Part Four or otherwise (including any interim rent determined under section 24A 1954 Act).
Property	<ul style="list-style-type: none">(a) the land formerly being part of the foreshore of the River Tees adjacent to Greatham Creek, Hartlepool shown coloured pink on Plan 1; and(b) that part of the Access Road that is immediately above the Subsoil Area; and(c) the Subsoil Area.
Proximity/Crossing Agreement	<p>a proximity and/or crossing agreement substantially in the form of the draft attached at Appendix 2 subject to:</p> <ul style="list-style-type: none">(a) such reasonable amendments agreed between the parties to reflect the extent to which proximity provisions only, crossing provisions only or both are applicable taking into account the nature of the relevant works; and(b) such reasonable modernisation in accordance with standard industry practice as the parties may agree.
Reasonable and Prudent Operator	means a party seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and complying with applicable law.
Reinstatement Works	subject to Clause 18.2, the removal of the Works, and any other additions and alterations (whether authorised or unauthorised) made to the Property or the Bridge Land and the restoration of the Property, the Bridge Land and the Maintenance Strip to a safe and proper condition to the Landlord's satisfaction.
Rent Payment Dates	1 January and 1 July in each year.
Rents	the rents reserved in Clause 4.

Access Road, Seal Sands - Lease Plan

River Tees

NZ 5125

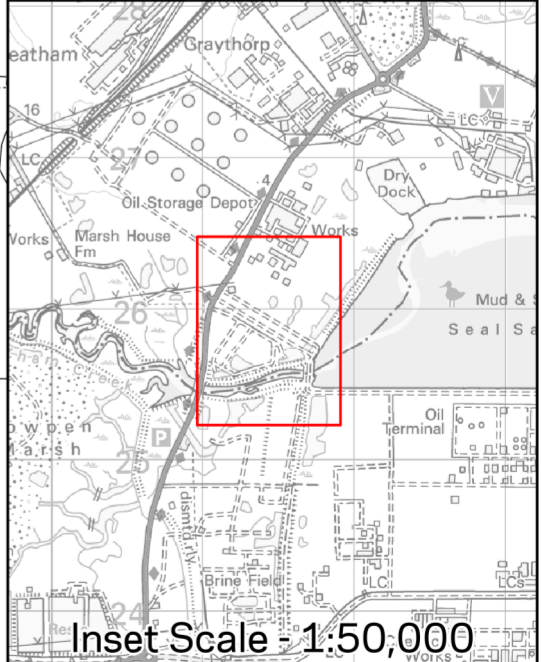
LEASE 5 - PLAN 1



DS
JH

Initial
EL

- ✕ Warning Markers
- Gate
- █ Access Road Lease
- █ Sub-soil 0.5m and below excluded from demise
- █ Bridge



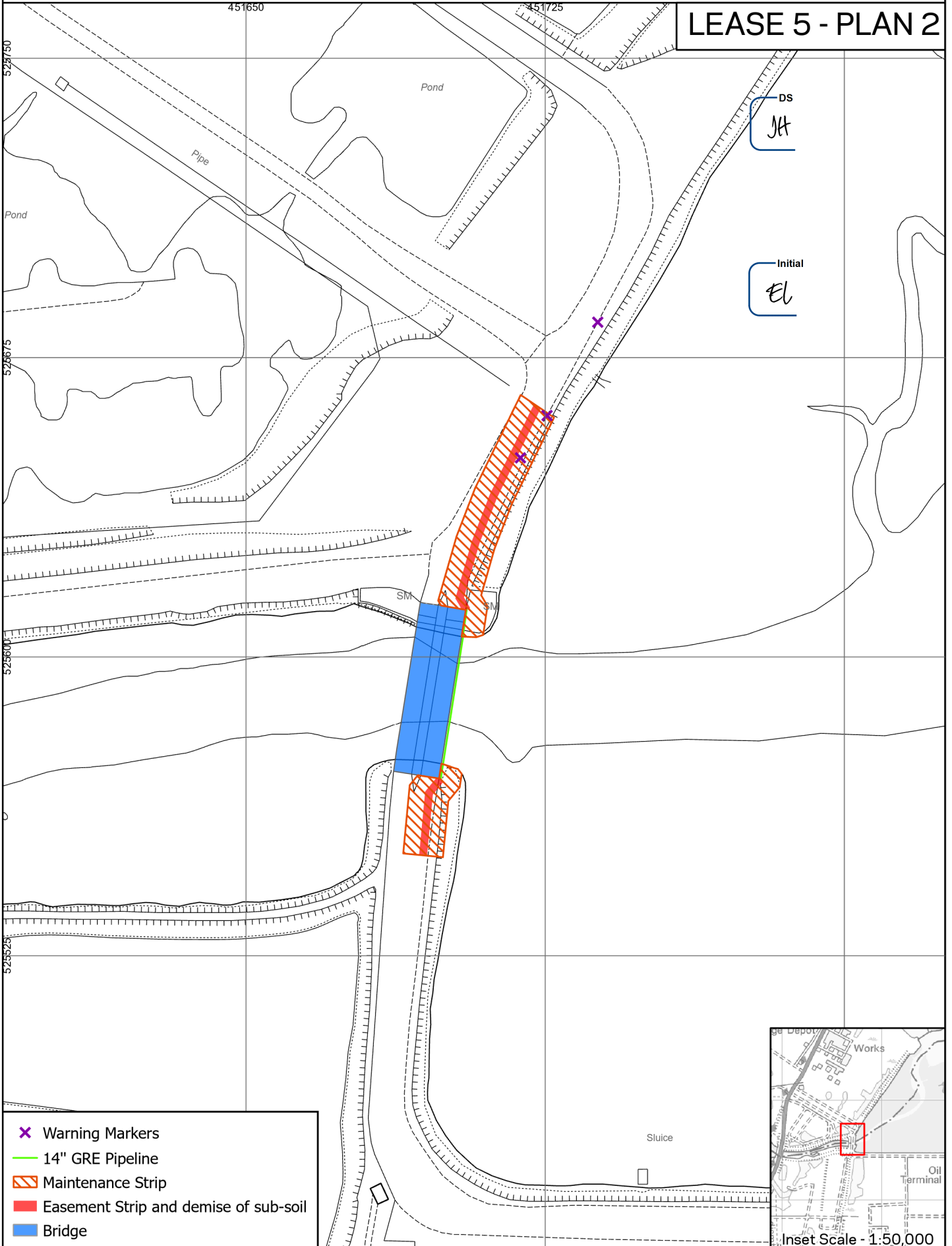
GIS_2024_0777_V6	1:2,500 @ A2	 N	 0 50 100 150 200 metres	Date: 31/10/2024
Author: SS	QA: AP			Old File Ref: 03-01-02

Norsea Pipeline Agreement - Lease Plan

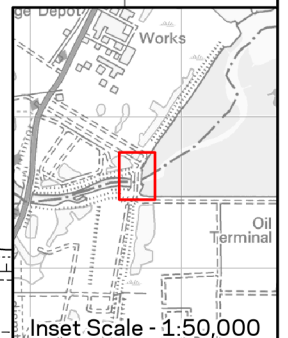
River Tees

NZ 5425

LEASE 5 - PLAN 2



- ✕ Warning Markers
- 14" GRE Pipeline
- Maintenance Strip
- Easement Strip and demise of sub-soil
- Bridge



GIS_2024_0777_V1	1:1,250 @ A4	N ↑	0 10 20 30 40 metres	Date: 01/11/2024 Old File Ref: 03-01-48
Author: SS	QA: AP			

Norsea Pipeline Agreement - Lease Plan

River Tees

NZ 5425

LEASE 5 - PLAN 3



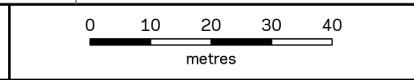
DS
JA

Initial
EL

- 14" GRE Pipeline
- Bridge
- Restricted Area (sub-soil only)
- Restricted Area

GIS_2024_0777_V2
 Author: SS QA: AP

1:1,250 @ A4

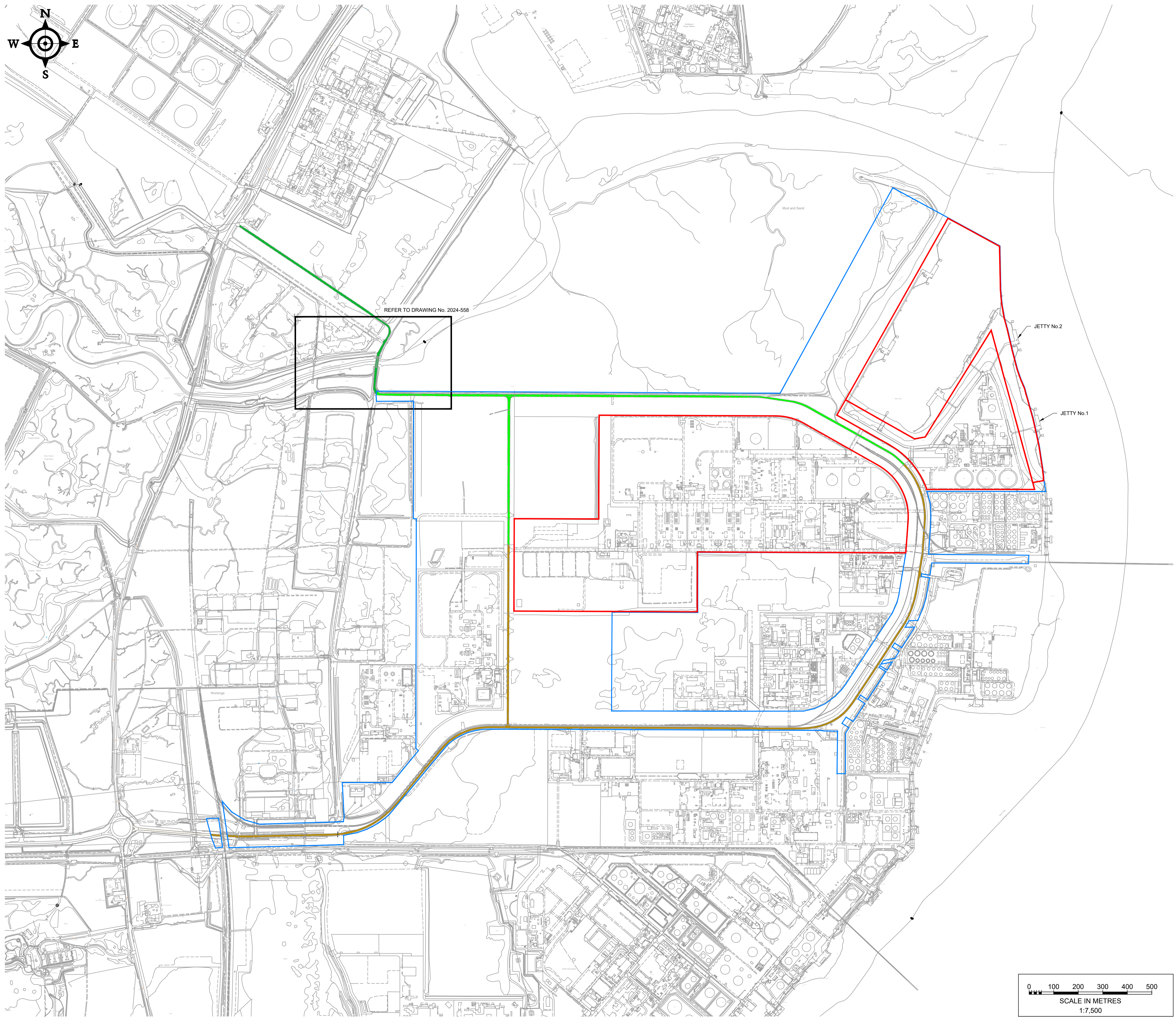


Date: 01/11/2024
 Old File Ref: 03-01-48

OS Edn: January 2024 MasterMap & 1:50,000 Scale Raster
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 Printed from PDF. The scale representative fraction is only correct when printed at intended size. Use the scale bar if in doubt.
 X:\Casework\Coastal\303_River_Tees\2024\GIS_2024_0777_EmergencyAccessRoadSealSands_Lease\Documents\GIS_2024_0777_v2_SS_AccessRoadSealSands_L5P3_Lease.aprx -- 01/11/2024 -- SStanbury

1 St James's Market
 London
 SW1Y 4AH





NOTES

Plan 4





LEGEND

- PD PORTS FREEHOLD ESTATE BOUNDARY
- SEAL SANDS ACCESS ROAD
- SEAL SANDS EMERGENCY ACCESS ROAD LEASED
- SEAL SANDS EMERGENCY ACCESS ROAD OWNED
- THE PREMISES (TAKEN FROM PLAN 73/500A)

0	FIRST ISSUE	GIC	DH
REVISION	DESCRIPTION	DRAWN BY	CHECKED BY
		DATE	DATE



ESTATES DEPARTMENT
 QUEENS SQUARE
 MIDDLESBROUGH
 TS2 1AH
 TEL 01642 877000

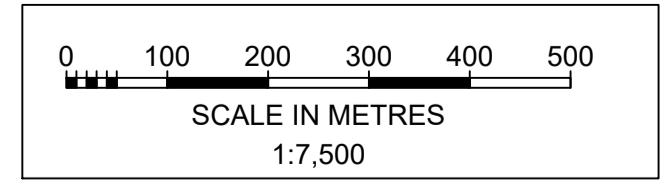
PROJECT NORSEA LEASE DEMISE

LOCATION SEAL SANDS

TITLE PLAN 2 - UNDERLEASE FROM PD PORTS TO NORSEA FOR THE SUB-SOIL UNDER THE EMERGENCY ACCESS ROAD

STATUS	DRAWN	DATE	CHECKED	DATE	SCALE @ A1
PRELIMINARY	GIC	18.10.24	DH	18.10.24	1:7500

DRAWING No. **2024-559-REV0**



Restricted Area

the strips of land within ten (10) metres of the boundaries of the Subsoil Underlease Land to the extent that they are within the ownership of the Landlord at the date of this Lease comprising:

- (a) in respect of the area shown hatched in purple on Plan 3, the whole of the area including the subsoil beneath the same; and
- (b) in respect of the area shown coloured in green on Plan 3, only the sub-soil below a depth of 0.5 metres measured from the ground surface level above the same.

Reversion

the immediate reversionary interest in the Property.

Rights

- (a) the right to enter the Bridge Land as far as necessary with all necessary materials and equipment to maintain, use, repair and renew the Bridge Works;
- (b) the right to use the Bridge for the purpose of conveying the Pipelines, Cables and Apparatus;
- (c) the Bridge Connection Rights;
- (d) the right to maintain, repair, renew or replace the Bridge subject to the bridge always being at the height and of the type shown in the plans, drawings and specifications previously approved by the Landlord in writing before the date of this Lease over the Bridge Land;
- (e) the right to enter on to the Maintenance Strip with plant, machinery, vehicles, personnel and equipment to gain access to the Property and/or Bridge and to construct, lay, inspect, maintain, repair, renew, remove, replace, use and make safe the Works within the Property or attached to the Bridge, including the right to excavate and open up so much of the Maintenance Strip and/or Apparatus attached to the Bridge as may be necessary in the exercise of this right;
- (f) the right to temporarily place on Maintenance Strip plant, apparatus and materials for the purpose of exercising or in connection with the exercise of any of the Rights;
- (g) the right to erect Apparatus Markers on the Maintenance Strip;
- (h) the right to remove any trees, plants and shrubs which or the roots of which may grow in, on, over or under the Easement Strip; and
- (i) in the event of emergency only and where the Access Road is unable to be used, the right to pass over such part of the Landlord's Land to obtain access to and egress from the Easement

Strip, the Maintenance Strip and the Bridge along such route as shall (except in case of emergency) be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

Subsoil Area	the subsoil down to a depth of 0.5 metres measured from the ground surface level of that part of the Access Road above the same shown coloured yellow on Plan 1.
Subsoil Underlease Land	<p>the strip of subsoil which lies immediately below the Easement Strip and which comprises a strip of land two (2) metres in width shown coloured red on Plan 2 and so that the following provisions shall have effect for the purpose of determining the upper and the lower limits:</p> <p>(a) the upper limit of the Subsoil Underlease Land shall meet the lower limit of the Easement Strip (at half a metre (0.5m) below the surface of the Access Road immediately above); and</p> <p>(b) the lower limit of the Property shall be one and a half metres (1.5m) below the upper limit;</p> <p>comprising part of the Property.</p>
Subterranean Works	the Pipelines, the Cables, any ancillary equipment or any other parts of the Works within the Subsoil Underlease Land that are at a depth of at least 0.7 metres below the ground surface level of the Property measured as at the date of this Lease.
Teesside Terminal Facility	the land above mean high water at Teesside shown edged red on Plan 4 on which the main Teesside Terminal facility is located.
Tenancy	the tenancy created by this Lease including any statutory continuation of that tenancy.
Tenant	this includes the Tenant's successors in title and, in the case of an individual, their personal representatives.
Term	the term from and including the Term Start Date to and including 28 Feb 2049.
Term Start Date	the date of this Lease.
this Lease	this Lease and any document that is supplemental or collateral to it whether or not it is expressly stated to be so.
VAT	value added tax or a similar tax that replaces it or is charged in addition to it.
Works	<p>means:</p> <p>(a) the Access Road;</p> <p>(b) the Bridge Works;</p>

- (c) the Gates;
- (d) the Apparatus and Pipelines.

2. INTERPRETING THIS LEASE

- 2.1 The headings in this Lease are for reference only. They are not to be used to interpret the text beneath.
- 2.2 The Schedule to this Lease is part of this Lease. References to the parties, Schedules and clauses mean those in this Lease.
- 2.3 References to persons include bodies corporate, unincorporated associations and partnerships, in each case whether or not they have a separate legal identity.
- 2.4 Unless the context specifically requires otherwise:
 - 2.4.1 words relating to one gender are treated as meaning any gender;
 - 2.4.2 words relating to individuals are treated as also meaning corporations and vice versa;
 - 2.4.3 words in the singular are treated as also meaning the plural and vice versa; and
 - 2.4.4 words relating to the whole are treated as including any part of the whole.
- 2.5 All agreements and obligations by a party in this Lease (whether or not expressed as covenants) are to be read as covenants by that party. Subject to the 1995 Act and Clause 10, the Landlord and the Tenant will comply with their respective agreements and obligations throughout the Tenancy.
- 2.6 If a condition or covenant in this Lease requires the Tenant not to do something, it is a breach of the condition or covenant to allow somebody else to do it.
- 2.7 References to statutory provisions or acts include (except where expressly stated to the contrary) references to:
 - 2.7.1 any changes to them, including any extension, consolidation, replacement or re-enactment (before or after the date of this Lease);
 - 2.7.2 any previous statutory provisions or acts that they have replaced or changed; and
 - 2.7.3 any regulation, instrument or order or other subordinate legislation made under them.
- 2.8 If a party consists of more than one person, the covenants and obligations which that party undertakes can be enforced against them all jointly or against each individually.
- 2.9 For so long as the Reversion forms part of The Crown Estate, a covenant by (or implied by) the Landlord is made (or implied) by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961. No covenants, agreements or obligations are given by His Majesty or anyone who reigns after Him. No liability is imposed on His Majesty or anyone who reigns after Him nor on the Commissioners in any personal or private capacity. With effect from the date that the Reversion ceases to form part of The Crown Estate, those covenants are deemed to be made by the person subsequently entitled to the Reversion. All liability of the Commissioners for those covenants will stop from that date.
- 2.10 If any provision of this Lease is held to be invalid or unenforceable by any court or other competent authority, all its other provisions will remain in full force.
- 2.11 This Lease does not confer on any person or party (except the parties to it) rights under the Contracts (Rights of Third Parties) Act 1999.

- 2.12 References to rights of access to the Property by the Landlord are extended to anybody authorised by the Landlord.
- 2.13 The word "assignment" includes a legally binding contract for assignment.
- 2.14 The words "include" and "including" are deemed to be followed by the words "but not limited to".
- 2.15 Subject to Clause 10, any consent or approval to be given by the Landlord is not effective unless it is given in writing.

PART TWO: GRANT

3. GRANT

- 3.1 The Landlord lets the Property together with the Rights to the Tenant with no title guarantee for the Term.
- 3.2 The following rights are excepted from this Lease and reserved in favour of the Landlord and anybody authorised by the Landlord:
 - 3.2.1 the right to the free and uninterrupted passage of services through any Conduit now or after the date of this Lease- on, under or through the Property;
 - 3.2.2 the right of way at all times and for all purposes with or without vehicles along the Access Road;
 - 3.2.3 the right to enter the Property at all reasonable times after at least seven days' written notice (or immediately in an emergency) to inspect the Property and the Bridge Works to view their state and condition;
 - 3.2.4 to construct, place, install, use, maintain, adjust, alter, renew, repair, test, cleanse, relay, make safe, remove or render inactive any Conduit within the Property;
 - 3.2.5 all mines, minerals and mineral substances within the Property; and
 - 3.2.6 the right to excavate and open up so much of the Property (but not within the Subsoil Underlease Land) as may be necessary to carry out such reserved rights in this Clause 3.2 and as may be reasonably required for the purpose of laying, constructing, inspecting, maintaining, adjusting, altering, renewing, repairing, testing, cleansing, relaying, making safe, making incapable of operation or removing any Conduits within or to be installed within the Property (but not within the Subsoil Underlease Land); and
 - 3.2.7 the benefit of the sums payable to the Landlord under the BOC Lease and the covenants in favour of the Landlord and the Landlord's rights contained in the BOC Lease together with the right to grant a renewal, replacement or regrant of the BOC Lease under Clause 34.2

PROVIDED THAT the exercise of any rights in Clauses 3.2.1, 3.2.4, 3.2.5 or 3.2.6 in the Easement Strip is subject to compliance with the Entry Safeguards.

- 3.3 The Property is let subject to:
 - 3.3.1 the public rights of navigation and fishing;
 - 3.3.2 all unregistered interests that override registered dispositions under Schedule 3 Land Registration Act 2002; and
 - 3.3.3 all rights, easements, quasi-easements, restrictions, covenants and liabilities which affect the Property including the matters set out in the Schedule or in any document mentioned in it;

- 3.4 Subject to the Tenant paying the Rents and complying with its obligations in this Lease and without limiting the operation by the Government of the United Kingdom of its powers, the Tenant will have quiet enjoyment of the Property without interruption by the Landlord or any person claiming under rights granted by the Landlord.

4. RENTS

The rents payable under this Lease are:

- 4.1 the Principal Rent; and
- 4.2 any VAT on any sums due under this Lease.

PART THREE: TENANT'S COVENANTS WITH THE LANDLORD

5. PAYMENT OF THE RENTS

- 5.1 The Tenant will pay the Principal Rent (plus VAT if it applies) without deduction or set-off (whether legal or equitable) by bi-yearly payments in advance on the Rent Payment Dates. The first payment of the Principal Rent is due on the Term Start Date.

6. OUTGOINGS

- 6.1 The Tenant will pay and indemnify the Landlord against all rates, taxes, assessments, impositions, duties, charges and outgoings payable at any time during the Tenancy by the owner or occupier of (or otherwise due in respect of) the Property. The Tenant will not be responsible for any taxes (except VAT) payable by the Landlord on the Principal Rent and any taxes on any dealing by the Landlord with its interest in the Reversion.
- 6.2 The Tenant will pay and indemnify the Landlord against all VAT charged on:
- 6.2.1 the Rents; or
- 6.2.2 any other taxable supply received by the Tenant under this Lease.

7. WORKS AND ALTERATIONS

- 7.1 The Tenant will not dig, extract or remove any sand, stone, beach shingle or other minerals or mineral substances from the Property, Maintenance Strip or Bridge Land except as properly required by Norsea (pursuant to the terms of a Permitted Underlease that has been granted and is in force) to construct, lay, install, alter, replace, renew and maintain the Works or in the exercise of the Rights.
- 7.2 The Tenant will not cause waste, spoil or destruction of the Property or Bridge Land.
- 7.3 During any period where a Permitted Underlease has been granted and is in force, the Tenant may without the consent of the Landlord retain, construct, alter, replace, renew and maintain the Works that are within the Subsoil Underlease Land PROVIDED THAT after completing any such works the Tenant promptly notifies the Landlord of their completion together with drawings of the relevant Works to identify their route and location along with an updated list of the Works within the Subsoil Underlease Land as detailed in Appendix 1.
- 7.4 During any period where a Permitted Underlease has been granted and is in force, the Tenant may, subject to Landlord's consent, alter or add to the Apparatus that is attached to the Bridge, provided that no consent shall be required for replacement of Apparatus pursuant to the Bridge Connection Rights.
- 7.5 The Tenant will not construct, erect or place on, in or under the Property or Bridge Land any building, erection, works, Conduits or materials except the Works. The Tenant will not alter or

make any addition to the Property or the Bridge Land or the Works except as permitted under Clauses 7.3 and 7.4.

7.6 The Tenant will not alter or extend the Bridge Works and in particular (but without limitation) shall not alter or extend the Bridge.

7.7 No warranty or representation is given or implied as to the adequacy, suitability, effectiveness or otherwise of the Property for the Works or the Bridge Land for the Bridge Works.

8. REPAIR

8.1 The Tenant will keep the Property, the Works and the Bridge Works in good repair and condition.

8.2 The Tenant will take any necessary precautions to prevent leakage or escape of any liquids, gas or other substances from the Works occurring except at the proper point of discharge, if any.

8.3 The Tenant will take all reasonable and proper precautions to ensure that in the exercise of the Rights as little damage as is reasonably possible is caused to the Property, the Landlord's Land and the Bridge Land.

9. USER

9.1 The Tenant will not use the Property nor exercise the Rights other than for the Permitted Use.

9.2 The Tenant will maintain the Gates and use best endeavours to keep the Gates locked and secured at all times except when access is required to the Property by the Tenant or for the passage of the Landlord's traffic in the exercise of their rights under Clause 3.2 or vehicles of any third party permitted to use or have access to the Access Road.

9.3 The Tenant will provide the Landlord with a set of keys for the Gates.

9.4 The Tenant will not use the Property nor exercise the Rights in a way that is or may cause a nuisance, disturbance or damage to the Landlord or any other person.

10. ALIENATION

10.1 Unless permitted to do so by the rest of this clause, the Tenant will not:

10.1.1 hold the Property or Rights expressly or impliedly on trust for another person;

10.1.2 part with or share possession or occupation of the Property or the Rights;

10.1.3 allow anyone except the Tenant or its officers and employees to occupy the Property or exercise the Rights;

10.1.4 underlet the whole or a part of the Property or underlet the whole or a part of the Rights; nor

10.1.5 grant any licence in respect of the whole or a part of the Property or the whole or a part of the Rights.

Assignment

10.2 The Tenant will not assign part only of the Property.

10.3 The Tenant will not assign the whole of the Property unless:

10.3.1 the conditions specified (for the purposes of section 19(1A) Landlord and Tenant Act 1927) in Clause 10.4 are met; and

- 10.3.2 the Tenant obtains the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 10.4 The Landlord may give its consent to an assignment subject to the following conditions:
- 10.4.1 a condition that on or before the date of the assignment, if the Landlord reasonably requires, the Tenant enters into an Authorised Guarantee Agreement in such form as the Landlord reasonably requires;
- 10.4.2 a condition that on or before the date of the assignment the assignee enters into a covenant by deed with the Landlord in such form as the Landlord reasonably requires to pay the Rents and observe and perform the covenants and other provisions of this Lease that the Tenant is to observe and perform; and
- 10.4.3 (if the Landlord reasonably requires) a condition that on or before the date of the assignment the Tenant has procured a covenant by deed with the Landlord from a guarantor or guarantors acceptable to the Landlord (such acceptance not to be unreasonably withheld) as a primary obligation that:
- (a) the assignee will pay the Rents and observe and perform the covenants and provisions of this Lease that the Tenant is to observe and perform;
 - (b) the assignee will observe and perform the assignee's obligations under any Authorised Guarantee Agreement entered into by the assignee;
 - (c) if the assignee fails to comply with the obligations in (a) or (b), the guarantor will comply with them and indemnify the Landlord; and
 - (d) if this Lease is forfeited or disclaimed or the assignee is struck-off or ceases to exist, the guarantor will, if required by the Landlord, take a new lease of the Property for the unexpired portion of the Term at the Principal Rent then payable and on the same terms as this Lease,
- such deed to be in the form and on such other terms as the Landlord reasonably require.

Underlettings

- 10.5 The Tenant will not underlet any part of the Property:
- 10.5.1 unless the Tenant obtains the prior consent of the Landlord (such consent not to be unreasonably withheld);
- 10.5.2 unless the proposed undertenant has covenanted by deed with the Landlord that the undertenant will, during the period it is bound by the tenant covenants of the underlease and any additional period during which the undertenant is liable under an Authorised Guarantee Agreement, observe and perform all the covenants and provisions of the underlease that apply to the undertenant;
- 10.5.3 without procuring (if the Landlord reasonably so requires) a covenant by deed with the Landlord from a guarantor or guarantors acceptable to the Landlord (such acceptance not to be unreasonably withheld) in such form and on such terms as the Landlord reasonably requires; and
- 10.5.4 unless the underlease is a Permitted Underlease.
- 10.6 The Tenant shall enforce and shall not waive or vary the provisions of any Permitted Underlease.
- 10.7 The Tenant shall not accept a surrender of any Permitted Underlease nor otherwise take any steps to determine a Permitted Underlease without the consent of the Landlord.

- 10.8 The Tenant shall operate at the relevant review dates the rent review provisions contained in any Permitted Underlease and shall not agree the rent on such review without the Landlord's approval.

Sharing Rights

- 10.9 The Tenant may share the Bridge Connection Rights with Norsesea in the Permitted Underlease provided that Norsesea has covenanted by deed with the Landlord that they will observe and perform all the covenants and provisions in this Lease relating to the exercise of the Rights so far as they apply to the Bridge Connection Rights and the Property-
- 10.10 The Tenant may permit the occupiers of Seal Sands and the Emergency Services to use the Property for access to and egress from Seal Sands in emergencies only.

Charges

- 10.11 The Tenant will not charge a part only of the Property.
- 10.12 The Tenant will not charge the whole of the Property unless the Tenant obtains the prior written consent of the Landlord (such consent not to be unreasonably withheld).

Notification

- 10.13 The Tenant must provide the Landlord with a certified copy of every document transferring or granting any interest in the Property within 28 days of its completion.

Information

- 10.14 The Tenant will give to the Landlord on reasonable request throughout the Tenancy:
- 10.14.1 within six months, all information referred to in section 40(2) Landlord and Tenant Act 1954 required by the Landlord;
- 10.14.2 such information as the Landlord may reasonably require as to the VAT status of:
- (a) the Tenant and anybody else occupying or trading from any part of the Property; and
- (b) the supplies for which the Property is being used.

Form of Consent

- 10.15 Any consent to be given under this Clause 10 is not effective unless it is given as a formal licence executed as a deed.

11. LEGAL OBLIGATIONS

- 11.1 The Tenant will obtain all Necessary Consents needed from time to time to keep and operate the Works and exercise the Rights.
- 11.2 The Tenant will observe and comply with all Legal Obligations at its own expense.- It will not do or fail to do anything in relation to the Property or the exercise of the Rights or its occupation or use which would make the Landlord incur any liability under a Legal Obligation whether for penalties, damages, compensation, costs or otherwise.
- 11.3 If a Legal Obligation requires work to be done, the Tenant will do it in accordance with the timescale set out in the Legal Obligations.

12. ENCROACHMENTS

The Tenant will regularly monitor the Property and the Maintenance Strip to prevent any encroachment or easement being made or acquired in, on or against the Property or the Maintenance Strip. If anybody else tries to make or acquire any encroachment or easement, the Tenant will notify the Landlord as soon as reasonably practicable on becoming aware of it.

13. EXERCISE OF THE LANDLORD'S RIGHTS

The Tenant will permit the Landlord (and anybody authorised by the Landlord) to exercise any of the rights specified in Clause 3.2 at all reasonable times upon seven days' written notice during the Tenancy without interruption or interference, subject to compliance with the Entry Safeguards.

14. COSTS

14.1 The Tenant will pay the Landlord within 20 working days of demand and on a full indemnity basis all costs, charges and expenses properly incurred by the Landlord relating to:

- 14.1.1 an application for the Landlord's consent (whether or not the consent is given or the application is withdrawn) except in cases where the Landlord is required to act reasonably and such consent is unreasonably withheld or delayed and provided that such costs, charges and expenses are reasonably and properly incurred;
- 14.1.2 preparing a schedule of dilapidations to be served no later than six (6) months after the End of the Tenancy;
- 14.1.3 preparing (or in contemplation of the preparation of) a notice under a provision of this Lease or under section 146 or 147 Law of Property Act 1925 and proceedings under those sections even if forfeiture is avoided except by relief granted by the court;
- 14.1.4 recovering (or the attempted recovery of) arrears of Rents or other sums payable under this Lease;
- 14.1.5 enforcing any of the Tenant's covenants under this Lease; and
- 14.1.6 the service of any notice under section 17 1995 Act.

15. INTEREST

The Tenant will pay the Landlord Interest at the Interest Rate:

- 15.1 on any Principal Rent and VAT (if applicable) that is not paid to the Landlord on the date it is due (whether payment is formally demanded or not in the case of Principal Rent) and on any other sum that is not paid to the Landlord by the later of:
 - 15.1.1 the date it is due; and
 - 15.1.2 the date 24 days after a demand for payment is made;
- 15.2 on any Principal Rent, VAT or other sum that the Landlord properly refuses to accept because of an existing breach of covenant.

16. INDEMNITY

- 16.1 The Tenant is responsible for and will indemnify and keep the Landlord indemnified against all actions, proceedings, claims and demands brought or made and all losses, damages, costs, expenses and liabilities incurred, suffered or arising, directly or indirectly, from or otherwise connected with:

- 16.1.1 the occupation and use of the Property;
 - 16.1.2 the exercise or purported exercise of the Rights;
 - 16.1.3 the state of repair and condition during the Tenancy of the Property or the Works;
 - 16.1.4 any act, neglect or default of the Tenant or anyone deriving title through the Tenant or anyone at the Property with the express or implied authority of either of them;
 - 16.1.5 any breach of any covenant or other provision of this Lease to be observed and performed by the Tenant;
 - 16.1.6 any breach of any covenant or provision contained or referred to in any document mentioned in the Schedule as far as it relates to the Property or Bridge Land and is still subsisting and capable of taking effect;
 - 16.1.7 (without prejudice to Clause 18 the presence or state of repair and condition of any of the Works or other alterations or additions (whether authorised or unauthorised) made to the Property, the Bridge Land or the Maintenance Strip remaining after the End of the Tenancy; or
 - 16.1.8 the removal, destruction, storage, sale or disposal of the Works or any other alteration or addition or any chattel under Clause 18.4.
- 16.2 The Landlord may bring claims under the indemnity in this Clause 16 both before and after the End of the Tenancy. The Landlord may bring a claim under this Clause 15 regardless of whether the subject matter of the claim occurs or was brought or made against the Landlord or was suffered or incurred by the Landlord before or after the End of the Tenancy.

17. LAND REGISTRATION

- 17.1 If it is necessary to register the grant (or any transfer) of this Lease or any right relating to it under the Land Registration Act 2002, the Tenant will comply with the relevant registration requirements. In doing so, the Tenant will ensure that any requisitions raised by HM Land Registry are dealt with promptly and properly. The Tenant will provide the Landlord's solicitors with an official copy of the relevant register showing compliance with these requirements as soon as practicable.
- 17.2 The Landlord will promptly upon the Tenant's request provide the Tenant with reasonable assistance with Land Registry requisitions in relation to any Land Registry applications the Tenant makes pursuant to this Clause 17.

18. YIELDING UP

- 18.1 The Tenant will (unless the Landlord otherwise agrees in writing):
- 18.1.1 begin and diligently proceed with the Reinstatement Works so that there is sufficient time to complete them before the End of the Tenancy;
 - 18.1.2 upon request provide the Landlord promptly with information the Landlord reasonably requires in relation to:
 - (a) the Reinstatement Works;
 - (b) the time that will be needed for the Reinstatement Works to be carried out and completed; and
 - (c) the progress of the Reinstatement Works; and
 - 18.1.3 complete the Reinstatement Works before the End of the Tenancy.

- 18.2 Except to the extent that there are Legal Obligations in force at the End of the Tenancy that require removal of the Subterranean Works, the Tenant shall not be required to remove the Subterranean Works provided that:
- 18.2.1 all parts of the Works other than the Subterranean Works are to be removed in accordance with the Tenant's obligations in Clause 18.1;
 - 18.2.2 any parts of the Subterranean Works which are not removed shall be made safe in accordance with Good Industry Practice and all Legal Obligations and left in a secure and safe condition;
 - 18.2.3 all pipework comprised within the Subterranean Works shall be flushed, cleaned, and capped off in accordance with Good Industry Practice and all Legal Obligations and left in a safe, fully sealed and secure condition; and
 - 18.2.4 on or before the End of the Tenancy the Tenant shall notify the Landlord that the obligations of this Clause 18.2 have been complied with and provide reasonable evidence to the Landlord's satisfaction .
- 18.3 At the End of the Tenancy the Tenant will:
- 18.3.1 return the Property to the Landlord;
 - (a) with vacant possession except to the extent that any permitted undertenant has the right to remain in occupation under the 1954 Act; and
 - (b) in a safe and proper condition, with the Reinstatement Works having been completed, and otherwise in the state and condition it should be in if the Tenant complies with its covenants and obligations under this Lease;
 - 18.3.2 apply to HM Land Registry:
 - (a) to close the title of this Lease (if it is registered); and
 - (b) to remove any notice of this Lease and the rights granted or reserved by it from any registered title of the Landlord,

and ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and keep the Landlord informed of the progress and completion of its application provided that the Landlord must promptly upon the Tenant's request provide the Tenant with reasonable assistance with any Land Registry requisitions in relation to any Land Registry applications the Tenant makes pursuant to this Clause 18.
- 18.4 If after the End of the Tenancy the Works or any other addition or alteration (whether authorised or unauthorised) or any chattels remain on the Property, the Landlord may in its absolute discretion remove, destroy, sell, store or dispose of them without having any liability whatsoever to the Tenant and without prejudice to the Tenant's liability under Clause 18.1 and Clause 18.3.1.

19. INSURANCE

- 19.1 The Tenant will effect and maintain with a reputable insurer third party and public liability insurance in respect of the Property and the Works in the sum of no less than £10,000,000 for each and every claim or such higher amount and on such terms as the Tenant decides in its reasonable discretion, acting as a prudent and competent operator of the Works, complying with all Legal Obligations and Necessary Consents and having regard to the likely risks arising from or connected either directly or indirectly to the Works.
- 19.2 In relation to the insurance effected and maintained under Clause 19.1:

- 19.2.1 the Tenant will produce to the Landlord upon request from time to time full details of the policy and evidence that it is in force;
 - 19.2.2 the Tenant will comply with the insurer's requirements;
 - 19.2.3 the Tenant will not do or omit to do anything which may make any insurance policy void or voidable in whole or in part or increase the premium for any policy.
- 19.3 The Tenant will pay to the Landlord the premium and other costs which the Landlord may incur in effecting and maintaining any insurance which the Tenant fails to effect or maintain as required by this Clause 19.

PART FIVE: RENT REVIEW

20. DEFINITIONS

20.1 In this Part the following expressions have the following meanings:

Index the all items Index of Retail Prices published by the Office for National Statistics or any successor ministry, department or agency and any substitute index for it under Clause 23.

Indexation Formula the following formula:

$$PR \times \frac{A}{B}$$

where:

PR = the amount of the Principal Rent reserved immediately before the relevant Review Date

A = the value of the Index for the month that is two months earlier than the Review Date

B = at the first Review Date the value of the Index for the month that is two months earlier than the Term Start Date and at each subsequent Review Date, the value of the Index for the month that is two months earlier than the previous Review Date.

Open Market Rent the best rent that might reasonably be expected to become payable on a letting of the Property as a whole by a willing lessor to a willing lessee in the open market on the relevant Review Date, making the following assumptions:

- (a) no fine or premium is received by either party for the grant of the hypothetical lease;
- (b) the Property is available with vacant possession;
- (c) the Tenant has fully complied with its obligations in this Lease;
- (d) the Property is to be let on the terms of this Lease (except the amount of the Principal Rent);
- (e) the term of the hypothetical lease is 25 years starting on the relevant Review Date with a rent review in the same

terms as Part 5 of this Lease on every fifth anniversary of the relevant Review Date

but disregarding any effect that the existence of the Works has on the rent.

Restrictions	restrictions imposed by an Authority which operate to impose any limitation in relation to the review of rent or the collection of any increase in rent.
Review Date	5 November 2029 and each fifth anniversary of that date and any other date that becomes a Review Date under Clause 26.
Review Surveyor	a chartered surveyor having at least 10 years' experience in assessing the rental value of premises similar to the Property and acting either as an independent expert or (if the Landlord so chooses at any time before the Review Surveyor takes up their appointment) as a single arbitrator.

20.2 In this Part time is not of the essence except where specified.

21. REVIEW OF RENT

21.1 With effect from and including each Review Date, the Principal Rent will be the greater of:

- 21.1.1 the amount reserved immediately before that Review Date;
- 21.1.2 the Open Market Rent; and
- 21.1.3 the figure calculated in accordance with the Indexation Formula.

22. OPEN MARKET RENT

If the Landlord and the Tenant do not agree the Open Market Rent by the date three months before the relevant Review Date, either may at any time afterwards by notice to the other require the Open Market Rent as at the relevant Review Date to be determined by the Review Surveyor.

23. INDEX

- 23.1 In the Indexation Formula, if the reference base used to compile the Index changes after B is published but before A is published, A will be adjusted so that it is the figure that would have been shown in the Index if the change had not been made.
- 23.2 If it becomes impossible to calculate the Principal Rent at the Review Date by reference to the Index because of a change in the methods used to calculate the Index after the date of this Lease or for any other reason, then another index will be substituted by agreement between the Landlord and the Tenant.
- 23.3 If the Landlord and the Tenant do not agree on an adjusted or substitute index, either party may at any time before or after the relevant Review Date require the adjusted or substitute index to be determined by the Review Surveyor.

24. PROCEDURE

- 24.1 If the Landlord and the Tenant do not agree on the joint appointment of the Review Surveyor, either party may apply to the then President of the Royal Institution of Chartered Surveyors to make such appointment.
- 24.2 If the Review Surveyor acts as an expert:

- 24.2.1 they will give the Landlord and the Tenant an opportunity to make representations to the Review Surveyor and their decision will be final and binding; and
 - 24.2.2 their fees and expenses (including those relating to their appointment) will be met by the Landlord and the Tenant equally.
- 24.3 If the Review Surveyor acts as an arbitrator:
- 24.3.1 they will act in accordance with the Arbitration Act in force at the relevant Review Date;
 - 24.3.2 their fees and expenses (including those relating to their appointment) will be met by the Landlord and the Tenant in whatever way the Review Surveyor decides (and failing a decision, in equal shares); and
 - 24.3.3 they will have power to make an interim award.
- 24.4 Within three months of their appointment or within any longer period agreed by the Landlord, the Review Surveyor will give the Landlord and the Tenant notice of the amount of the Open Market Rent or the adjusted or substitute index (as the case may be) as determined by them together with a statement of reasons. If they do not or cannot complete their duties in accordance with their appointment, then the Landlord and the Tenant may agree on or either of them may apply for the appointment of another Review Surveyor whenever necessary in accordance with this clause.
- 24.5 If within 21 days of demand a party fails to pay its share of the Review Surveyor's fees or expenses, the other party may pay them. The party that failed to pay will then repay the amount so paid on demand.

25. DELAYED REVIEW

- 25.1 If the Principal Rent payable with effect from a Review Date is agreed or determined by that Review Date but that Review Date is not a Rent Payment Date, the Tenant will pay to the Landlord on that Review Date an amount equal to difference between the revised Principal Rent (apportioned on a daily basis) for the period from that Review Date to the next Rent Payment Date and the Principal Rent (apportioned on a daily basis) already paid for that period.
- 25.2 If the Principal Rent payable with effect from a Review Date is not agreed or determined before that Review Date:
- 25.2.1 the Tenant will continue to pay the Principal Rent at the rate reserved immediately before that Review Date (the **Interim Rent**); and
 - 25.2.2 if the Principal Rent once agreed or determined exceeds the Interim Rent, then on or before the day (the **Due Date**) 14 days after the Principal Rent is agreed or determined, the Tenant will pay the Landlord an amount equal to the total of the sums by which each instalment of the Principal Rent would have exceeded each instalment of the Interim Rent had the Principal Rent been agreed or determined by that Review Date. Interest is also payable at 3% below the Interest Rate on each of those sums from and including the date it would have been due up to and including the day before the Due Date or (if earlier) the date of payment; and
 - 25.2.3 if the End of the Tenancy occurs before the Due Date under Clause 25.2.2, this Part will continue to apply after the End of the Tenancy to any sums and interest under Clause 25.2.2 relating to any instalment of Interim Rent payable before the End of the Tenancy.

26. RESTRICTIONS

- 26.1 If Restrictions are in force at a Review Date, the Landlord may (whether or not the Principal Rent has been agreed or determined with effect from that Review Date) give notice to the Tenant

within 28 days after that Review Date (time being of the essence) postponing the rent review due on that Review Date (the **Original Review Date**) until such later date (the **Postponed Review Date**) as the Landlord later specifies by at least three months' notice (but which may not be later than the next following Review Date). In that event:

- 26.2 the Principal Rent reserved immediately before the Original Review Date will (despite any review that may have taken place as at the Original Review Date) continue to be the Principal Rent payable until increased at the Postponed Review Date or (as the case may be) at a subsequent Review Date;
- 26.3 subject to Clause 23.1 at the postponed review A in the Indexation Formula will be the value of the Index for the month that is two months earlier than the Postponed Review Date but B will remain the same as it would have been at a review on the Original Review Date; and
- 26.4 at the postponed review the relevant Review Date in the definition of Open Market Rent will be the Postponed Review Date.

27. MEMORANDA

Whenever the Principal Rent is agreed or determined in accordance with this Part, memoranda in such form as the Landlord reasonably requires will (if the Landlord so requires) be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and its counterpart. The Landlord and the Tenant will bear their own costs for this.

PART SEVEN: FORFEITURE

28. RE-ENTRY

At any time after any of the following events, the Landlord may re-enter the Property. The Tenancy will then end (but without affecting the Landlord's rights and remedies for any prior claim or breach of covenant and the continuing operation of Clause 16). The events are:

- 28.1 if any Rent remains unpaid 21 days after it is due (in respect of the Principal Rent whether formally demanded or not);
- 28.2 if the Tenant does not comply with any of the covenants and conditions in this Lease;

PROVIDED THAT the Landlord shall not exercise any rights of forfeiture or re-entry without first serving a notice of the breach (or breaches) of the Tenant's obligations in respect of which those rights are being exercised on the Tenant and any mortgagee, chargee or funder (whose details have been previously notified in writing to the Landlord) affording such mortgagee, chargee or funder:

- 28.2.1 one month from the date of the written notice requiring any Rent to be paid pursuant to Clause 28.1; and
- 28.2.2 a reasonable period (being not less than three months) from the date of the written notice identifying the breach to be remedied pursuant to Clause 28.2;

to remedy the relevant breach non-payment or non-observance.

PART EIGHT: MISCELLANEOUS PROVISIONS

29. USER

The Landlord gives no assurance that the Property or Bridge Land may lawfully be used for any purpose permitted by this Lease.

30. EASEMENTS

Section 62 Law of Property Act 1925 does not apply to this Lease. Nothing contained or implied in this Lease operates expressly or implicitly to confer on or grant to the Tenant any easement, right, privilege, liberty or advantage except those expressly granted by this Lease. The Tenant will not during the Tenancy acquire or become entitled to any extra rights over any adjoining property.

31. COVENANTS

- 31.1 This Lease does not give the Tenant the benefit of or the right to enforce or prevent the release or modification of any covenant, agreement or condition relating to the Property, Bridge Land, or other property.
- 31.2 Each covenant in this Lease by the Tenant remains in full force at law and in equity despite any waiver or release, temporary or permanent, revocable or irrevocable, of any other covenants in this Lease or of any covenant affecting the Property or other property.

32. LIABILITY

The Landlord is not responsible (as far as it is lawful to exclude such responsibility) for any accident, injury, loss or damage:

- 32.1 to the Tenant or to anyone in the Property or exercising the Rights with the Tenant's express or implied authority or to its or their property;
- 32.2 due to any act, neglect or default of any other tenant of the Landlord or any officer, employee or agent of the Landlord or of any other person in the Property or Bridge Land,

save where such accident, injury, loss or damage has been caused by the negligence of the Landlord or any officer, employee or agent of the Landlord or by any failure by the Landlord to comply with the terms of this Lease.

33. COMPENSATION

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property or otherwise is excluded to the extent that the law allows.

34. ENTRY SAFEGUARDS

- 34.1 The Landlord must, when entering on to or in the Easement Strip to exercise any Landlord's rights (other than the rights in clause 3.2.2 and 3.2.3):
 - 34.1.1 give the Tenant reasonable prior notice which shall in any event be at least seven days' notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - 34.1.2 observe the Tenant's reasonable requirements including safety and security requirements (but where that includes being accompanied by the Tenant's representative the Tenant must make that representative available);
 - 34.1.3 observe any specific conditions to the Landlord's entry set out in this Lease;
 - 34.1.4 cause as little physical damage as reasonably practicable;
 - 34.1.5 repair any physical damage that the Landlord causes as soon as reasonably practicable;

- 34.1.6 where entering to carry out works, obtain the Tenant's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works; and
- 34.1.7 remain upon the Property for no longer than is reasonably necessary;
- 34.2 The Landlord may not carry out (or grant any licence or consent for any third party to carry out) any new works within the Restricted Area (the **New Works**) without the Tenant's consent unless the lease, licence or consent is a renewal, replacement or re-grant of a lease, licence or consent referred to in Schedule 1.
- 34.3 The Tenant will not unreasonably withhold or delay its consent to any New Works.
- 34.4 The Tenant may:
 - 34.4.1 request any information it reasonably requires in relation to a request for consent to carry out any New Works; and
 - 34.4.2 impose reasonable conditions on its consent to any New Works which may include, where reasonable, a condition that the party carrying out the New Works enters into a Proximity/Crossing Agreement with the Tenant or with Norsea in respect of the New Works for which consent has been given before such works are commenced.
- 34.5 The Landlord shall not make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Easement Strip or Maintenance Strip so as to interfere with or obstruct the access to the Easement Strip, Subsoil Underlease Land, Maintenance Strip or the Apparatus by the Tenant or so as to lessen or in any way interfere with the support afforded to the Apparatus by the surrounding soil including minerals or so as to materially reduce the depth of soil above the Apparatus.
- 34.6 The Landlord shall not make or cause or permit to be made any alteration to the Bridge so as to interfere with or obstruct the access to the Apparatus by the Tenant without the consent of the Tenant such consent not to be unreasonably withheld or delayed, and shall not lessen or in any way interfere with the support afforded to the Apparatus or cause any physical damage to the Apparatus.

35. DATA PROTECTION ACT 2018

For the purposes of the Data Protection Act 2018 or otherwise, the Tenant:

- 35.1 acknowledges that information relating to this Lease will be held on computer and other filing systems by the Landlord or the Landlord's managing agent (if any) for general administration and/or enforcement of this Lease;
- 35.2 agrees to such information being used for such purposes and being disclosed to third parties so far only as is necessary in connection with:
 - 35.2.1 the management of the Landlord's interest in the insurance and/or maintenance of the Property;
 - 35.2.2 checking the creditworthiness of the Tenant; or
 - 35.2.3 the disposal of the Property.

36. NOTICES

- 36.1 Section 196 Law of Property Act 1925 applies to any notices required or authorised to be given under this Lease.

36.2 While the Property forms part of The Crown Estate, any notice to be given to the Landlord under this Lease must be addressed so as to be delivered to the Commissioners at their office at the time the notice is given.

37. JURISDICTION

This Lease is governed by and is to be construed in all respects in accordance with the Laws of England and Wales and the Property is to be regarded (if not actually the case) as if it were incorporated in the body of a county of England and Wales.

38. LIMITATION OF LIABILITY

The Landlord will not be liable to the Tenant for the consequences of any failure by the Tenant to register or note at HM Land Registry:

38.1 this Lease where required by the Land Registration Act 2002;

38.2 any of the rights granted or reserved by this Lease at HM Land Registry either by notice or by way of caution against first registration, whichever is appropriate.

39. BREAK CLAUSE

39.1 Subject to Clause 39.2, the Tenant may end the Tenancy at any time by giving to the Landlord at least six months' written notice specifying the Break Date on which the Tenant wishes the term to end.

39.2 A notice served by the Tenant under Clause 39.1 will be of no effect if the Tenant has granted any underleases that have not been brought to an end before the expiry of the notice or if, at the date of expiry of the notice:

39.2.1 the Tenant has not paid any part of the Principal Rent or any VAT in respect of it which was due to have been paid; or

39.2.2 the Property is not free of the Tenant's occupation or the occupation by any other lawful occupier; or

39.2.3 the Tenant has not complied in all material respects with the obligations in Clause 18.1.

39.3 The Landlord may waive any or all of the pre-conditions set out in Clause 39.2 by notifying the Tenant.

39.4 Subject to Clause 39.2, when the notice expires, the Tenancy will end although this will not affect the Landlord's rights and remedies for any prior claim or breach of covenant and the continuing operation of Clause 16 after the End of the Tenancy.

This Lease is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this Lease.

SCHEDULE 1**Matters affecting the Property**

Asset Name	Date of Document (or term start date)	Reference	Document	Tenant/Relevant Party
Unknown Cable	Unknown	N/A (approx 22m to the NE)	-	Unknown (may belong to BT and be part of a BT Master Agreement but no records held)
Unknown Pipeline	Unknown	N/A (approx 39m to the NE)	-	Unknown
Nature Reserve	1994-07-01	03-01-81/3	Lease	Natural England
Commercial Pipeline	1989-11-01	03-01-82	Lease	B O C Group Plc
Pipelines	2024-11-21	00025750/0005446	Lease	Norpipe Petroleum UK Limited Norpipe Oil AS Norsea Pipeline Limited
Consent	1977-08-15	03-01-63	Consent (Tacky Shade Environmental Monitoring)	Central Electricity Generating Board
Consent	1998-08-06	03-01-102	Consent (raw water pipeline)	Northumbrian Water Ltd

APPENDIX 1

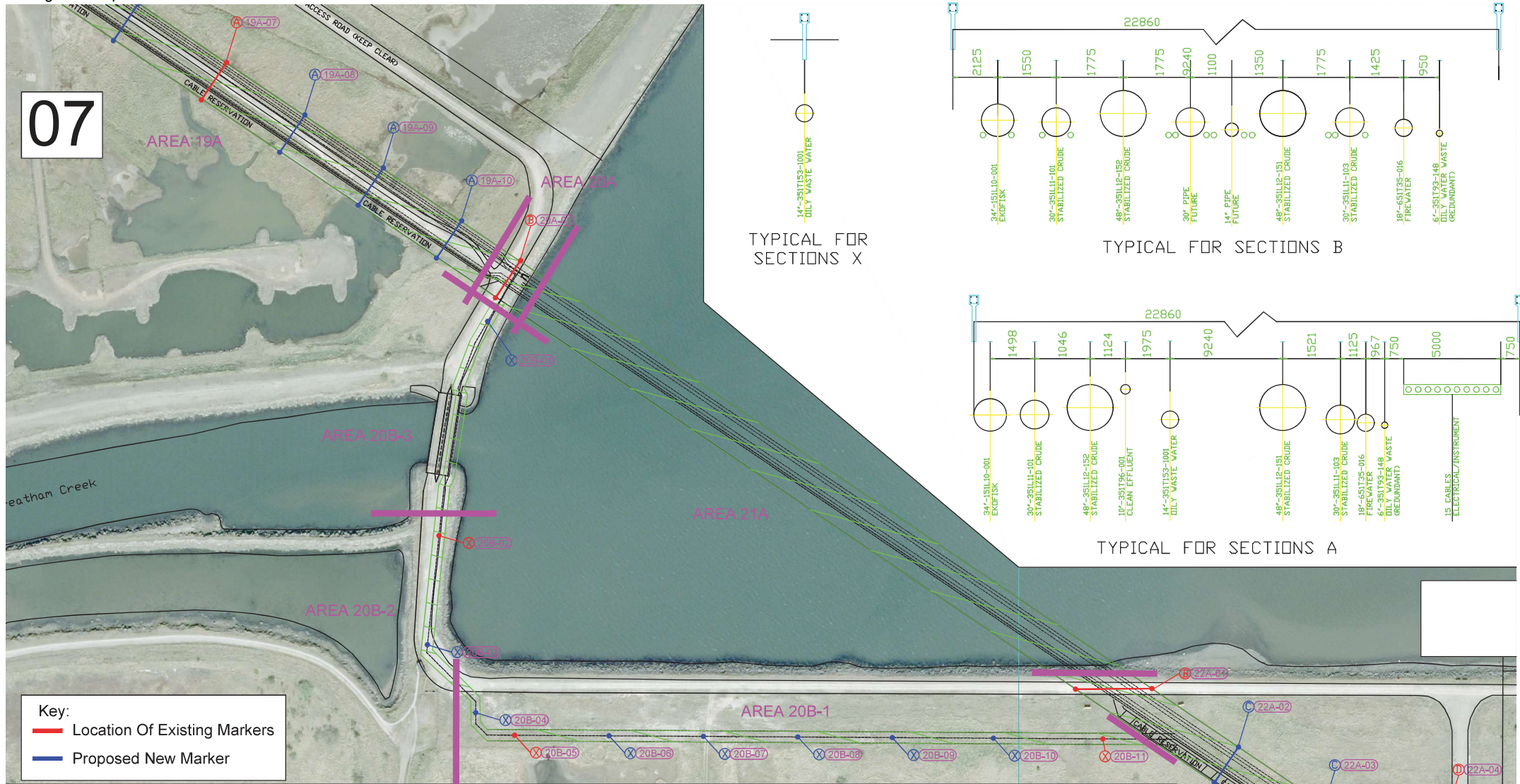
Details of the pipelines and cables within the Property (referred to within Norseca as area 20B-3). This is shown on sheet 7 of the attachment, cross section X

14" oily water waste pipeline

Core fibre optic cables (x2)

Copper cable

07



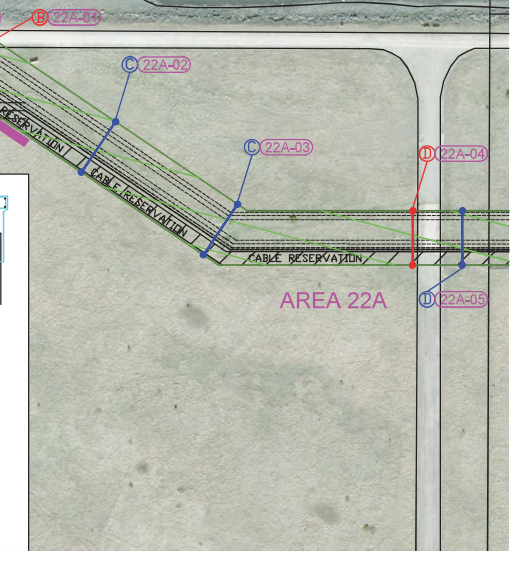
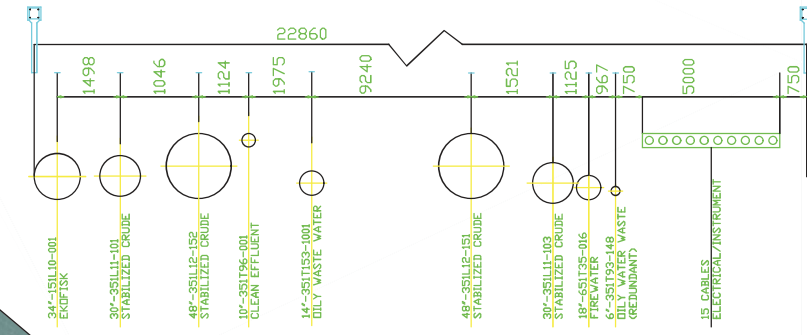
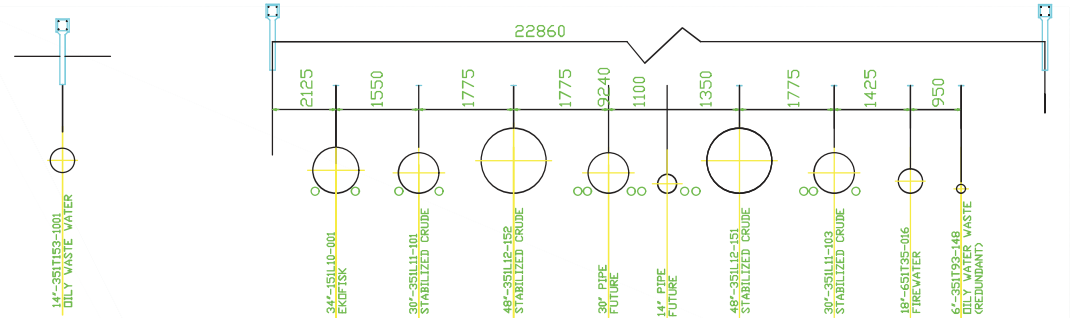
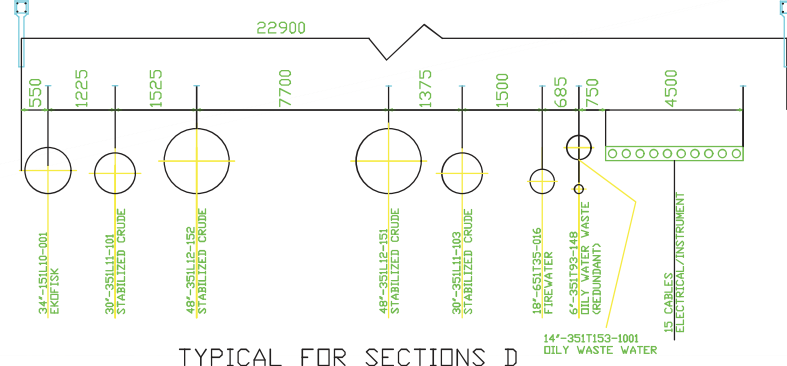
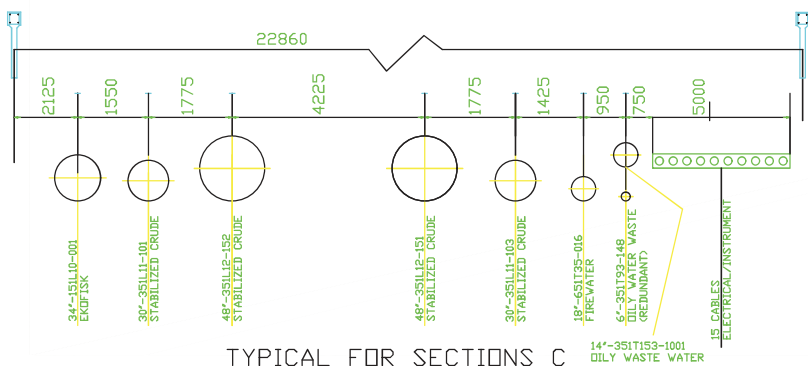
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TYPICAL FOR SECTIONS B

TYPICAL FOR SECTIONS A

TYPICAL FOR SECTIONS C

TYPICAL FOR SECTIONS D



APPENDIX 2

Proximity/Crossing Agreement

Draft [N] of [Date]



DATE: 20[•]

PIPELINE [CROSSING] [AND] [PROXIMITY] AGREEMENT IN RESPECT OF [•]

Between

NORSEA PIPELINE LIMITED

(as Norsesea Facilities Owner)

CONOCOPHILLIPS (U.K.) TEESSIDE OPERATOR LIMITED

(as Norsesea Facilities Operator)

and

[•]

(as Proximate Infrastructure Operator on behalf of itself and as agent for the Proximate Infrastructure Owners)

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THIS AGREEMENT is made on the _____ day of _____ 20[●]

BETWEEN

- (1) **NORSEA PIPELINE LIMITED** (incorporated and registered in England and Wales under company registration number 01083848), the registered office of which is at 20th Floor, 1 Angel Court, London, England EC2R 7HJ (in its capacity as the Norsesea Facilities Owner);
- (2) **CONOCOPHILLIPS (U.K.) TEESSIDE OPERATOR LIMITED** (incorporated and registered in England and Wales under company registration number 11760664), the registered office of which is at 20th Floor, 1 Angel Court, London, England EC2R 7HJ (in its capacity as the Norsesea Facilities Operator); and
- (3) [●] (incorporated and registered in [●] under company registration number [●]), the registered office of which is at [●] (in its capacity as the Proximate Infrastructure Operator on behalf of itself and as agent for the Proximate Infrastructure Owners). [*Note: Template to be tailored depending on whether the Proximate Infrastructure Operator will be entering into the agreement on behalf of a joint-venture or whether there will be only one “Proximate Infrastructure Owner and Operator”.*]

RECITALS

- (A) The Norsesea Facilities Owner owns and the Norsesea Facilities Operator operates the Norsesea Facilities.
- (B) [The Norsesea Facilities Owner has the benefit of rights granted at [●] of the lease made between (1) PD Teesport Limited and (2) Norsesea Pipeline Limited dated [●] (the “Norsesea Lease”).] [*Note: to be updated to reflect the new lease once finalised.*]
- (C) The Proximate Infrastructure Owners own, or will own and the Proximate Infrastructure Operator operates, or will operate, the Proximate Infrastructure.
- (D) The Proximate Infrastructure Operator intends to construct [and execute the laying of] the Proximate Infrastructure. The Proximate Infrastructure is proposed to [be laid in proximity to the Norsesea Facilities] [and to] [make the Crossing], and the Norsesea Facilities Operator and the Norsesea Facilities Owner agree to such [Crossing] [and the] [construction and laying of the] Proximate Infrastructure subject to the terms of this Agreement. [*Note: recitals to be tailored to reflect the circumstances of the Work.*]
- (E) The Parties wish to enter into this Agreement in order to establish the terms upon which the Work will be performed and the continuing obligations of the Parties.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“**Affiliate**” means in relation to a Party:

- (a) if the Party is a subsidiary of another company, the Party’s ultimate holding company and any subsidiary (other than the Party itself) of the Party’s ultimate holding company; or
- (b) if the Party is not a subsidiary of another company any subsidiary of the Party,

the expressions “**subsidiary**” and “**holding company**” shall have the meanings given to them by section 1159 Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee; and provided further that such person (or nominee) referred to in (ii) shall not be Affiliates by reason of holding shares in such capacity.

“**Agreement**” means this agreement including the Recitals and the Schedules;

“**as-built survey**” means the survey to be carried out following the completion of part or all of the Work (as the case may be) in accordance with Clauses 3.9 and 3.10 recording the configuration of the Proximate Infrastructure or parts thereof or facilities ancillary thereto at or in the vicinity of [the Proximate Work Area] [and] [the Crossing Point];

“**as-found survey**” means the survey to be carried out at the start of the Work in accordance with Clause 3.5 recording the position and condition of the Norsea Facilities;

“**Business Day**” means any day (other than a Saturday or Sunday) on which banks in England and Scotland are generally open for business;

“**Confidential Information**” means any and all information or data (whether oral or visual or recorded in writing or electronically or any other medium) including information relating to the disclosing Party’s operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities, or business affairs disclosed to or acquired by the recipient Party in connection with this Agreement, whether or not the same was so disclosed or acquired before, on or after the date of this Agreement;

“**Consequential Loss**” means:

- (a) the following irrespective of whether direct, indirect or consequential loss:
 - (i) loss or damage arising out of any delay, postponement, interruption or loss of production, any inability to produce, deliver or process hydrocarbons or any loss of or anticipated loss of use, profit or revenue;
 - (ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under the Norsea Lease and any contract for the sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;
 - (iii) losses associated with business interruption including the cost of overheads incurred during business interruption;
 - (iv) loss of bargain, contract, expectation or opportunity; and/or
 - (v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing;

however caused or arising whether pursuant to or under contract, by virtue of any trust or fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity.

[“**Crossing**” means the crossing of the Norsesea Facilities by the Proximate Infrastructure at the Crossing Point;] **[Note: Crossing concept and associated provisions to be included where relevant.]**

[“**Crossing Point**” means the point where the Proximate Infrastructure crosses the Norsesea Facilities, the proposed location of which is indicatively shown hatched black on the plan attached hereto at Schedule 1 or such other area as is agreed between the Norsesea Facilities Operator and the Proximate Infrastructure Operator, pursuant to Clause 3.1, to be the Crossing Point;]

“**Force Majeure**” means any cause beyond the reasonable control of a Party, and which such Party by the exercise of reasonable diligence is unable to prevent, avoid or remove, provided that a lack of funds shall not constitute Force Majeure;

“**Norsea Facilities**” means [●] on the plan attached hereto at Schedule 1;

“**Norsea Facilities Beneficiaries**” shall have the meaning given to it in Clause 4.6(a);

“**Norsea Facilities Indemnitees**” shall have the meaning given to it in Clause 4.10(a);

“**Norsea Facilities Operator**” means the person, firm or company designated by the Norsesea Facilities Owner to operate the Norsesea Facilities on their behalf, being the said ConocoPhillips (U.K.) Teesside Operator Limited (company number 11760664) at the date of this Agreement and including any successor or assign in such capacity;

“**Norsea Facilities Owner**” means Norsesea Facilities Limited (company number 01083848) and including their respective successors and assignees in such capacity;

“**Norsea Lease**” shall have the meaning given to it in Recital (B);

“**Party**” means the Norsesea Facilities Operator, the Norsesea Facilities Owner, the Proximate Infrastructure Operator, or the Proximate Infrastructure Owners as the case may be and “**Parties**” shall be construed to mean together the Norsesea Facilities Operator, the Norsesea Facilities Owner and the Proximate Infrastructure Owners;

“**Proximate Infrastructure**” means the [●] within the [Reserved Area] to be installed by the Proximate Infrastructure Operator [, the route /location of which [●] is indicatively shown [●] on the plan attached hereto at Schedule 1];

“**Proximate Infrastructure Beneficiaries**” shall have the meaning given to it in Clause 4.6(b);

“**Proximate Infrastructure Indemnitees**” shall have the meaning given to it in Clause 4.10(b);

“**Proximate Infrastructure Operator**” means [●] and including any successor or assign in such capacity;

“**Proximate Infrastructure Owners**” means the Proximate Infrastructure Operator and any company that together with the Proximate Infrastructure Operator owns an interest in the Proximate Infrastructure, namely at the date of this Agreement [●] and their respective successors and assignees in such capacity;

“**Proximate Work**” means [the laying / construction / installation] of the Proximate Infrastructure within 10 metres of the Norsesea Facilities at the Proximate Work Area;

“**Proximate Work Area**” means [the part of the Reserved Area in which the Proximate Work is to be undertaken or such other area as is agreed between the Norsesea Facilities Operator and the Proximate Infrastructure Operator, pursuant to Clause 3.1, to be the Proximate Work Area];

“**Reasonable and Prudent Operator**” means a Party seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and complying with applicable law; and the expression “**Standard of a Reasonable and Prudent Operator**” shall be construed accordingly;

[“**Reserved Area**” means the area of land shown [●] on the plan attached hereto at Schedule 1 being the same area over which [PD Teesport Limited have rights reserved under [●] of the Norsesea Lease];]

“**Safety Zone**” means the area within a distance of [] metres of the Norsesea Facilities; [**Note: to be tailored for the relevant Work.**]

“**Senior Management Personnel**” means in relation to any Party, any person employed by it or any of its Affiliates as a director or senior manager. For the purposes of this definition, “**senior manager**” shall, in relation to a Party, mean any member of that Party’s (or its Affiliates’) board of directors or of the management committee comprised of senior managers which has overall responsibility for the management of the assets and interests of the Party and its subsidiaries and any person employed by the Party or its Affiliates who directly reports to any such committee or board or to any member of it in his capacity as a member of such committee or board;

“**Third Party**” means any person other than the Parties, the Norsesea Facilities Beneficiaries and the Proximate Infrastructure Beneficiaries;

“**Wilful Misconduct**” means an intentional or reckless disregard by Senior Management Personnel of any of the terms of this Agreement in utter disregard of avoidable and harmful consequences but shall not include any act, omission, error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by such Senior Management Personnel and which in the exercise of such good faith is justifiable by special circumstances, including safeguarding of life, property or the environment and other emergencies;

[“**Work**” means:

- (a) any activity carried out on or prior to the Work Completion Date in the Safety Zone in connection with the [Crossing] [and/or] [the Proximate Work] which, without prejudice to the foregoing generality, shall include the design, construction, laying and stabilisation of the Proximate Infrastructure at the [Crossing Point] [and] [the Proximate Work Area] and all survey (including “as-found” and “as-built” surveys) activities in respect of the [Crossing] [and] [the Proximate Work] as set out in Schedule 2; and
- (b) any work of inspection, clean-up or repair carried out by or on behalf of the Proximate Infrastructure Owners or the Norsesea Facilities Owner pursuant to Clauses 3.7, 3.8 and/or 3.10 in connection with loss of or damage to the Norsesea Facilities caused by or relating to any of the foregoing;] [**Note: to be tailored for the relevant Work.**] and

“**Work Completion Date**” means the date on which the “as-built” surveys in respect of the design, construction and installation of the Proximate Infrastructure at the [Crossing Point] [and] [the Proximate Work Area] have been completed and approved or deemed approved by the Norsesea Facilities Operator in accordance with Clause 3.10.

1.2 In the interpretation and construction of this Agreement:

- (a) in the event of conflict, the provisions of the main body of this Agreement shall prevail over the provisions of the Schedules;
- (b) all headings in this Agreement are used for convenience only and shall not affect the construction or validity of this Agreement;
- (c) any reference herein to a Recital, Clause, Subclause or Schedule shall, unless expressly stated otherwise, be construed as a reference to the relevant recital, clause, subclause or schedule of this Agreement;
- (d) any reference in this Agreement to any other agreement shall be construed as a reference to such other agreement as amended, supplemented, novated or assigned from time to time;
- (e) reference to any statute, statutory provision or statutory instrument includes a reference to the statute, statutory provision or statutory instrument as amended, extended or re-enacted from time to time;
- (f) reference to the singular includes a reference to the plural and vice versa. Reference to persons shall include companies and firms and vice versa. Reference to any gender includes a reference to the other genders;
- (g) “including” shall be construed to mean “including but not limited to”; and
- (h) any reference to time shall be to time statutorily in force in the United Kingdom.

2. AGREEMENT TO PROXIMATE WORK AND CROSSING

- 2.1 In consideration of the Proximate Infrastructure Owners assuming certain liabilities and giving certain indemnities under this Agreement, the Norsea Facilities Owner hereby agrees to the Work [pursuant to paragraph 7 of Part 2 of Schedule 1 to the Norsea Lease or and notwithstanding the rights benefitting the Norsea Facilities Owner contained in Part 1 of Schedule 1 to the Norsea Lease], in each case all subject to and in accordance with the provisions of this Agreement. **[Note: to be updated to reflect new lease once agreed.]**
- 2.2 The Parties agree to exercise their respective rights and discharge their respective obligations under this Agreement in accordance with the Standard of a Reasonable and Prudent Operator.
- 2.3 The Parties agree that nothing in this Agreement shall constitute an agreement by the Norsea Facilities Owner or the Norsea Facilities Operator to the laying of the Proximate Infrastructure outside of the Proximate Work Area.

3. PROCEDURES AND CONDUCT OF THE WORK

3.1

- (a) The [route/location] of the Proximate Infrastructure shall be as indicatively shown in the plan at Schedule 1 and the proposed scope of the Work is described in Schedule 2, which plan and description are for illustrative purposes only and shall have no effect on the construction or interpretation of this Agreement.
- (b) The Proximate Infrastructure Operator shall provide the Norsea Facilities Operator with two sets of the designs, drawings, timing schedules, procedures and risk assessments relating to the Work, including those set out in Schedule 2. The Norsea Facilities Operator shall expeditiously examine such designs, drawings, timing schedules

procedures, and risk assessments and shall give its written approval (which shall not be unreasonably withheld or delayed) or notify its rejection (together with reasons for its rejection) in respect of them to the Proximate Infrastructure Operator within ten Business Days from the date of receipt. The Proximate Infrastructure Operator shall not commence any Work in the Safety Zone until such time as the said designs, drawings, timing schedules, procedures and risk assessments have been approved in writing by the Norsesea Facilities Operator and the Norsesea Facilities Operator has provided the Proximate Facilities Operator with a permit for integrated safe system of work (“ISSOW”) or a materially equivalent permit to allow entry into the Safety Zone.

- (c) The Norsesea Facilities Operator shall be given reasonable notice by the Proximate Infrastructure Operator of any hazard identification (HAZID) or hazard identification and risk assessment (HIRA) meetings relating to the Work, and the Norsesea Facilities Operator shall be given reasonable opportunity to attend.
- (d) In granting its written approval of the designs, drawings, timing schedules, procedures and risk assessments, the Norsesea Facilities Operator shall be under no duty whatsoever to ensure the accuracy, correctness or completeness of such designs, drawings, timing schedules and procedures. Approval of the final designs, drawings, timing schedules, procedures and risk assessments by the Norsesea Facilities Operator shall not release the Proximate Infrastructure Operator from any obligation or liability arising under this Agreement or generally at law and shall not as between the Parties be capable of amounting to negligence on the part of the Norsesea Facilities Operator in the event of any claim or proceedings arising out of or in connection with the Work unless the loss, damage or expense giving rise to such claim or proceedings is occasioned by the Wilful Misconduct of the Norsesea Facilities Operator.
- (e) The Norsesea Facilities Operator shall, subject to any confidentiality obligations owed to Third Parties, provide such data, video recordings and information (including inspection information) as may be in its possession in relation to the Norsesea Facilities as may reasonably be required by the Proximate Infrastructure Operator to plan and perform the Work. The Norsesea Facilities Operator shall not be required to disclose any information which is subject to confidentiality obligations owed to Third Parties. Provision of such data, video recordings and information by the Norsesea Facilities Operator shall not release the Proximate Infrastructure Operator from any obligation or liability arising under this Agreement or generally at law and shall not as between the Parties be capable of amounting to negligence on the part of the Norsesea Facilities Operator in the event of any claim or proceedings arising out of or in connection with the Work unless the loss, damage or expense giving rise to such claim or proceedings is occasioned by the Wilful Misconduct of the Norsesea Facilities Operator.

3.2 Without prejudice to the provisions of Clause 3.1, the Proximate Infrastructure Operator shall keep the Norsesea Facilities Operator continually and fully advised of and updated in relation to the following:

- (a) the anticipated commencement date and completion date for the Work and in any event the Proximate Infrastructure Operator shall advise the Norsesea Facilities Operator not less than seven Business Days prior to the start of the Work of the proposed commencement date of the Work (and its best estimated completion date for the Work; and

- (b) if such proposed commencement date or best estimated completion date are subsequently varied, the Proximate Infrastructure Operator shall immediately give the Norsesea Facilities Operator notice of such variation,

on each occasion that the Proximate Infrastructure Operator provides the above information, if the Norsesea Facilities Operator considers all or any of the proposed commencement date and best estimated completion date unacceptable, it shall notify its rejection thereof, together with reasons for such rejection, to the Proximate Infrastructure Operator as soon as reasonably practicable after the date upon which it receives such information and the Parties shall work together in good faith to agree a suitable commencement date, and best estimated completion date which are acceptable to the Parties.

- 3.3 The Proximate Infrastructure Operator shall at its own expense obtain all permits, certifications and authorisations required for the performance of the Work, and shall comply with all applicable laws, rules, orders and regulations in performing the Work.
- 3.4 All surveys, videos and drawings to be undertaken by the Proximate Infrastructure Operator in terms of this Agreement shall comply with the requirements of Schedule 2.
- 3.5 The Proximate Infrastructure Operator shall at its own expense and prior to the installation of the Proximate Infrastructure at the Proximate Work Area carry out, or procure the carrying out of, “as-found” surveys of the Norsesea Facilities.
- 3.6 During performance of the Work, the Proximate Infrastructure Operator shall (and shall procure that its contractors and any subcontractors shall) carry out the Work in accordance with the scope of work specified in [●] of Schedule 2 and the designs, drawings, timing schedules, procedures for performance of the Work and commencement and completion dates which the Norsesea Facilities Operator has approved pursuant to Clauses 3.1 and 3.2. The Norsesea Facilities Operator shall, after consultation with the Proximate Infrastructure Operator, be entitled to instruct the Proximate Infrastructure Operator to suspend the Work if (i) in the Norsesea Facilities Operator’s reasonable opinion the actions of the Proximate Infrastructure Operator, or those of its contractors or sub-contractors in carrying out the Work are likely to cause or result in damage to the Norsesea Facilities; or (ii) in the Norsesea Facilities Operator’s reasonable opinion, such actions are not in accordance with the terms of this Agreement; or (iii) in the event that the Proximate Infrastructure Operator reports suspected damage pursuant to Clause 3.7(a); or (iv) in the event that the Norsesea Facilities Operator suspects damage pursuant to Clause 3.7(b). In the event of such instruction as aforesaid being given by the Norsesea Facilities Operator:
- (a) the Proximate Infrastructure Operator shall procure that it and its contractors and sub-contractors shall forthwith suspend or cease the Work and shall discuss and agree with the Norsesea Facilities Operator the remedial actions required by the Norsesea Facilities Operator prior to resuming the Work; and
- (b) the Norsesea Facilities Operator shall submit to the Proximate Infrastructure Operator immediately following the suspension, a report specifying the reasons for suspending the Work.
- 3.7
- (a) The Proximate Infrastructure Operator shall consult and keep regularly advised the Norsesea Facilities Operator throughout the Work. If the Norsesea Facilities is damaged as a result of the carrying out or attempted carrying out of the Work or if the Norsesea Facilities Operator (or, as the case may be, the Proximate Infrastructure Operator) has

reason to suspect that damage may have been caused, it shall promptly report this to the Proximate Infrastructure Operator (or, as the case may be, the Norsea Facilities Operator) and, subject to the provisions of Clause 4, the following provisions of this Clause 3.7 shall have effect.

(b) Upon receipt of the Norsea Facilities Operator's or the Proximate Infrastructure Operator's report, or in the event that the Norsea Facilities Operator reasonable suspects that damage may have been caused to the Norsea Facilities as a result of the carrying out or the attempted carrying out of the Work, the Norsea Facilities Operator shall promptly notify the Proximate Infrastructure Operator of:

- (i) the reason why the Norsea Facilities Operator reasonably suspects that damage may have been caused;
- (ii) such work of inspection as the Norsea Facilities Operator may reasonably determine to be appropriate, taking into account what is expedient and prudent at the time;
- (iii) such work of repair of the damage to the Norsea Facilities caused as a result of carrying out or attempted carrying out of the Work as the Norsea Facilities Operator may reasonably determine to be appropriate, taking into account what is expedient and prudent at the time; and/or
- (iv) whether the Norsea Facilities Operator requires the Proximate Infrastructure Operator (at the Proximate Infrastructure Owners' expense) to carry out such work of inspection and/or repair of the Norsea Facilities or if it proposes to carry out such work itself or procure the carrying out of such work (at the Proximate Infrastructure Owners' expense)

If actual damage is reported but the nature or the extent of the damage is uncertain and because of such uncertainty the Norsea Facilities Operator cannot reasonably be expected to decide whether to require the Proximate Infrastructure Operator to carry out the repair or do it itself, the Norsea Facilities Operator shall be entitled to require the Proximate Infrastructure Operator to carry out (at the Proximate Infrastructure Owners' expense) a survey of the relevant part of the Norsea Facilities and to deliver the results of such survey to it before giving such notice in accordance with Clause 3.7(b) to the Proximate Infrastructure Operator.

(c) If the Norsea Facilities Operator gives notice to the Proximate Infrastructure Operator requiring inspection work and/or repair, the Proximate Infrastructure Operator (at the Proximate Infrastructure Owners' expense) shall carry out or procure the carrying out of such work or repairs as soon as practicable (and in any event the completion of such work or repairs shall take priority over other Work being carried out in respect of the Proximate Infrastructure) and in so doing shall comply with all reasonable requirements of the Norsea Facilities Operator as to the mode of inspection and repair. If the Norsea Facilities Operator gives notice to the Proximate Infrastructure Operator that it proposes to carry out the repair work itself it shall carry out or procure the carrying out of such work as soon as is practicable. The Proximate Infrastructure Operator shall reimburse to the Norsea Facilities Operator all costs incurred by the Norsea Facilities Operator in carrying out the repair work or having it carried out.

- 3.8 The Proximate Infrastructure Operator shall, to the extent (if any) that the survey conducted pursuant to Clause 3.9 and/or 3.10 shows that the Proximate Work Area has been littered by debris or refuse arising from the Work, at the sole expense of the Proximate Infrastructure Owners, carry out a site clean-up to the reasonable satisfaction of the Norsesea Facilities Operator. The Proximate Infrastructure Operator shall, following the clean-up, at the sole expense of the Proximate Infrastructure Owners carry out a survey of the [Crossing Point] [the Proximate Work Area] and the Norsesea Facilities in the Safety Zone at the locations where the Work has been carried out and shall provide a report on the results of that survey to the Norsesea Facilities Operator as soon as reasonably practicable and in any event not later than two calendar months after completion of the clean-up. The Proximate Infrastructure Operator shall be obligated to carry out any follow-up work (at the sole expense of the Proximate Infrastructure Owners) reasonably required by the Norsesea Facilities Operator as a result of such report.
- 3.9 If the Work is performed in more than one phase the Proximate Infrastructure Operator shall, not later than ten Business Days after the completion of each phase of the Work (other than the last phase) provide the Norsesea Facilities Operator (at the Proximate Infrastructure Owner's expense) with interim "as-built" surveys in respect of the Work in such phase.
- 3.10
- (a) As soon as reasonably practicable and in any event not later than two calendar months after completion of the Work, the Proximate Infrastructure Operator shall, at the sole expense of the Proximate Infrastructure Owners, carry out or procure the carrying out of "as-built" surveys within the Safety Zone at the locations where the Work has been carried out and provide the Norsesea Facilities Operator (at the Proximate Infrastructure Owners' expense) with a detailed survey report (including drawings) of the Work.
 - (b) The Norsesea Facilities Operator shall within 20 Business Days of receipt of the surveys referred to in Clause 3.10(a) above notify the Proximate Infrastructure Operator in writing of its approval of or refusal to approve the surveys. The Norsesea Facilities Operator shall be entitled to refuse to approve the surveys only on the grounds that the surveys conducted under Clause 3.10(a) indicate any difference in the position of the [Crossing Point] [and/or] [the Proximate Work Area] and/or the [route/location] of the Proximate Infrastructure materially fails (in the reasonable opinion of the Norsesea Facilities Operator) to comply with the drawings and details approved by the Norsesea Facilities Operator under Clause 3.1(b). The Norsesea Facilities Operator shall include details of any such failure or failures to comply in its written notification of refusal. If a written notice of refusal is not received within such period of 20 Business Days, the "as-built" surveys shall be deemed to be approved by the Norsesea Facilities Operator.
 - (c) Within ten Business Days of receipt of the written notification of refusal issued under Clause 3.10(b) the Norsesea Facilities Operator shall notify the Proximate Infrastructure Operator whether it requires the Proximate Infrastructure Operator to carry out the work to rectify the facilities so that they comply with the approved drawings/details, or whether it proposes to carry out the work itself (at the Proximate Infrastructure Owners expense). If the Norsesea Facilities Operator gives notice to the Proximate Infrastructure Operator requiring inspection and/or rectification work, the Proximate Infrastructure Operator (at the sole expense of the Proximate Infrastructure Owners) shall, subject to the provisions of Clause 4, carry out or procure the carrying out of such work or rectification as soon as is practicable and in doing so shall comply with all reasonable requirements of the Norsesea Facilities Operator as to the mode of inspection and/or

rectification. If the Norsesea Facilities Operator gives notice to the Proximate Infrastructure Operator that it proposes to carry out the inspection and/or rectification work itself it shall carry out or procure the carrying out of such work as soon as is practicable. The Proximate Infrastructure Operator shall reimburse to the Norsesea Facilities Operator all costs incurred by the Norsesea Facilities Operator in carrying out the rectification work or having it carried out. Thereafter the Proximate Infrastructure Operator shall conduct a further “as-built” survey and the terms of Clause 3.10(b) shall apply to any such further surveys.

- (d) The date of the written approval or deemed approval of the Norsesea Facilities Operator issued in accordance with Clause 3.10(b) above shall constitute the Work Completion Date.

3.11 Any contractor or sub-contractor used by the Proximate Infrastructure Operator for the purpose of the Work shall be suitably qualified and experienced in carrying out the type of work for which it is engaged. The Proximate Infrastructure Operator shall take and shall procure that its contractors and/or sub-contractors shall take all such measures as ought reasonably to be taken to avoid risk to life and/or damage to the Norsesea Facilities.

4. LIABILITY AND INDEMNITY

4.1 Subject to the provisions of Clauses 4.2, the Proximate Infrastructure Owners shall:

- (a) indemnify and hold harmless each of the Norsesea Facilities Owner and the Norsesea Facilities Operator against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) arising in connection with loss of or damage to the Norsesea Facilities or any part of it (including repairs, replacement and removal of any wreck and/or debris) and any work directly or indirectly connected therewith caused by or arising out of the Work (including the costs of work of inspection, repair and/or rectification in accordance with Clauses 3.7 and/or 3.10);
- (b) indemnify and hold harmless each of the Norsesea Facilities Owner and the Norsesea Facilities Operator against any Consequential Loss whether or not foreseeable at the date hereof which they or any of them may suffer in connection with any interruption in supply through, or the loss of the use of, the Norsesea Facilities or any part of it caused by or arising out of the Work; and
- (c) indemnify and hold harmless each of the Norsesea Facilities Owner and the Norsesea Facilities Operator against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) incurred by the Norsesea Facilities Owner relating to or arising from loss of or damage to the property of, or the injury to, ill health, disease or death of any Third Party caused by or arising out of the Work,

in each case, irrespective of the negligence or breach of duty (whether statutory or otherwise) of any indemnified Party or party but not to the extent that such loss or damage is attributable to the Wilful Misconduct of any indemnified Party.

4.2 The total aggregate liability of the Proximate Infrastructure Owners to the Norsesea Facilities Owner and the Norsesea Facilities Operator in respect of the matters referred to in Clause 4.1 shall be limited to the sum of [●] ([●]) for any one event or series of connected events provided that such limitation of liability shall not apply to the extent that the loss or damage referred to in Clause

4.1 is attributable to the Wilful Misconduct of any indemnifying Party. [*Note: Indemnity cap to be tailored to reflect the nature/scope of the Work.*]

4.3

- (a) The Proximate Infrastructure Owners shall indemnify and hold harmless each of the Norsea Facilities Owner and the Norsea Facilities Operator against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) relating to or arising from injury to, ill health, disease or death of each of their own and/or each of their Affiliates' respective directors, officers and employees or contractors caused by or arising out of the Work, irrespective of the negligence or breach of duty (whether statutory or otherwise) of any indemnified Party or party but not to the extent that such loss or damage is attributable to the Wilful Misconduct of any indemnified Party.
- (b) The Norsea Facilities Owner shall indemnify and hold harmless the Proximate Infrastructure Owners against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) relating to or arising from injury to, ill health, disease or death of its own and/or its Affiliates' respective directors, officers and employees or contractors caused by or arising out of the Work, irrespective of the negligence or breach of duty (whether statutory or otherwise) of any indemnified Party or party but not to the extent that such loss or damage is attributable to the Wilful Misconduct of any indemnified Party.

4.4

- (a) The Proximate Infrastructure Owners shall indemnify and hold harmless each of the Norsea Facilities Owner and the Norsea Facilities Operator against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) for pollution relating to or arising from the Proximate Infrastructure caused by or arising out of the Work irrespective of the negligence or breach of duty (whether statutory or otherwise) of any indemnified Party or party, but not to the extent that such loss or damage is attributable to the Wilful Misconduct of any indemnified Party.
- (b) The Norsea Facilities Owner shall indemnify and hold harmless the Proximate Infrastructure Owners against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) for pollution relating to or arising from the Norsea Facilities caused by or arising out of the Work irrespective of the negligence or breach of duty (whether statutory or otherwise) of any indemnified Party or party, but not to the extent that such loss or damage is attributable to the Wilful Misconduct of any indemnified Party.

4.5

- (a) Each of the Parties shall either maintain insurance with a reputable insurer to cover their liabilities under this Agreement in the aggregate and/or shall self-insure at a level in aggregate commensurate with its liabilities under this Agreement. To the extent that a Party maintains insurance with an insurer it undertakes that all of the policies of insurance obtained by it in respect of the Work shall contain a waiver of any rights of recourse (including in particular subrogation rights) in favour of the indemnified Parties or parties which reflect the indemnities set out in this Clause 4 and each Party shall make available appropriate evidence of such insurances at the request of another Party.

- (b) The Proximate Infrastructure Owners shall notify the Norsesea Facilities Operator, and the Norsesea Facilities Operator shall notify the Proximate Infrastructure Operator, immediately upon receipt of any notice of claims, incidents or demands or of any situation which might give rise to such claims or demands being made pursuant to any insurance obtained pursuant to Clause 4.5(a). Written notice shall be given not later than two days after the occurrence of such incident or situation, or receipt of notice of any claim or demand. However, for serious incidents (including death or serious injuries), notice shall be given immediately and then confirmed in writing.

4.6

- (a) Any relief from or limitation of liability, hold harmless, indemnity or benefits in favour of the Norsesea Facilities Owner and/or the Norsesea Facilities Operator under this Clause 4 shall extend to:
 - (i) each of their respective Affiliates;
 - (ii) each and any of their or their respective Affiliates' contractors of any tier; and
 - (iii) each and any of their respective directors, officers and employees, contract personnel or agents and any directors, employees, officers, contract personnel or agents of the persons listed under Clauses 4.6(a)(i) and 4.6(a)(ii), such persons being known as the "**Norsea Facilities Beneficiaries**".
- (b) Any relief from or limitation of liability, hold harmless, indemnity or benefits in favour of the Proximate Infrastructure Owners under this Clause 4 shall extend to:
 - (i) their respective Affiliates;
 - (ii) any of their or their respective Affiliates' contractors of any tier; and
 - (iii) any of their respective directors, officers and employees, contract personnel or agents and any directors, employees, officers, contract personnel or agents of the persons listed under Clauses 4.6(b)(i)4.6(b)(ii) and 4.6(b)(ii) above, such persons being known as the "**Proximate Infrastructure Beneficiaries**".

4.7 The Contracts (Rights of Third Parties) Act 1999 shall apply in respect of any relief from liability, hold harmless, indemnity or benefit created in favour of the Norsesea Facilities Beneficiaries or the Proximate Infrastructure Beneficiaries by virtue of this Clause 4.

4.8 Notwithstanding Clauses 4.6 and 4.7:

- (a) any relief from or limitation of liability, hold harmless, indemnity or benefit created in favour of any Norsesea Facilities Beneficiary shall only apply:
 - (i) in the case of any of the persons referred to in Clauses 4.6(a)(ii) and 4.6(a)(iii), to the extent that such persons are acting on behalf of the Norsesea Facilities Owner and/or the Norsesea Facilities Operator for the purposes of this Agreement; and
 - (ii) in those circumstances under which the Norsesea Facilities Owner and/or the Norsesea Facilities Operator would have been relieved from liability or held harmless, indemnified or would benefit;

- (b) any relief from or limitation of liability, hold harmless, indemnity or benefit created in favour of any Proximate Infrastructure Beneficiary shall only apply:
 - (i) in the case of any of the persons referred to in Clauses 4.6(b)(ii) and 4.6(b)(iii), to the extent that such persons are acting on behalf of the Proximate Infrastructure Owners for the purposes of this Agreement; and
 - (ii) in those circumstances under which the Proximate Infrastructure Owners would have been relieved from liability or held harmless, indemnified or would benefit; and
- (c) any and all reliefs from or limitations of liability, hold harmless, indemnity or benefit:
 - (i) of the Norsesea Facilities Owners shall represent the aggregate cumulative relief or limitation of the Norsesea Facilities Owners and the Norsesea Facilities Beneficiaries to the Proximate Infrastructure Owners and Proximate Infrastructure Beneficiaries together; and
 - (ii) the Proximate Infrastructure Owners (including the limitation of total aggregate liability specified in Clause 4.2) shall represent the aggregate cumulative relief or limitation of the Proximate Infrastructure Owners and the Proximate Infrastructure Beneficiaries to the Norsesea Facilities Owners and Norsesea Facilities Beneficiaries together; and
- (d) the Parties may rescind and/or vary any of the terms of this Agreement (including in respect of any relief from liability, hold harmless, indemnity or benefit given to the Norsesea Facilities Beneficiaries and the Proximate Infrastructure Beneficiaries by the provisions of this Clause 4) without the consent of the Norsesea Facilities Beneficiaries or the Proximate Infrastructure Beneficiaries.

4.9

- (a) Save as provided in Clause 4.9(b), this Clause 4 sets out the entire liabilities of the Parties in respect of loss or damage in connection with the Work and/or from their performance, non-performance, or misperformance of this Agreement and no Party shall be entitled, in relation to any other Party, to any further or other remedy (whether under this Agreement or otherwise at law) irrespective of negligence or breach of duty (statutory or otherwise) of the other Party.
- (b) Clause 4.9(a) shall not, however:
 - (i) apply in respect of the loss or damage specified therein to the extent that it is attributable to the Wilful Misconduct of the Party in relation to whom such further or other remedy is sought such that a Party shall then be entitled to pursue a further or other remedy at law or in equity notwithstanding the provisions of Clause 4.2; or
 - (ii) without prejudice to Clauses 4.1(c) and 4.2, in respect of demands or claims threatened or made by a Third Party, apply so as to limit the liability of any Party to any other Party, or to prevent further or other remedies being sought by a Party from any other Party at law or in equity.

4.10

- (a) In respect of any claim in relation to which the Norsesea Facilities Owner, the Norsesea Facilities Operator or a Norsesea Facilities Beneficiary (together for the purposes of this

Clause the “**Norsea Facilities Indemnitees**”) intends to rely on a relief from or limitation of liability, hold harmless, indemnity or benefit under this Clause 4, any Norsea Facilities Indemnatee receiving such a claim shall advise the Proximate Infrastructure Operator as soon as reasonably practicable. Thereafter no Norsea Facilities Indemnatee shall communicate with the claimant without the prior written consent of the Proximate Infrastructure Operator and each Norsea Facilities Indemnatee shall, in respect of matters reasonably within its control, use its reasonable endeavours to ensure that the handling of any such claim is carried out in all material respects in accordance with the instructions of the Proximate Infrastructure Operator.

- (b) In respect of any claim in relation to which a Proximate Infrastructure Owner or a Proximate Infrastructure Beneficiary (together for the purposes of this Clause the “**Proximate Infrastructure Indemnitees**”) intends to rely on a relief from or limitation of liability, hold harmless, indemnity or benefit under this Clause 4, any Proximate Infrastructure Indemnatee receiving such a claim shall advise the Norsea Facilities Operator as soon as reasonably practicable. Thereafter no Proximate Infrastructure Indemnatee shall communicate with the claimant without the prior written consent of the Norsea Facilities Operator and each Proximate Infrastructure Indemnatee shall, in respect of matters reasonably within its control, use its reasonable endeavours to ensure that the handling of any such claim is carried out in all material respects in accordance with the instructions of the Norsea Facilities Operator.

4.11 All indemnities given under this Agreement shall be full and primary and be fully enforceable irrespective of any separate rights of indemnity or contribution.

4.12 Without prejudice to any agreement between the Proximate Infrastructure Owners relating to apportionment of liability between them inter se, the Proximate Infrastructure Owners shall be jointly liable for their respective obligations and liabilities under this Clause 4.

5. **FORCE MAJEURE**

Each obligation of a Party hereunder, other than the obligation to make payments of money, shall be suspended while such Party is prevented or hindered from complying therewith by Force Majeure. In such event, such Party shall give notice of suspension as soon as reasonably possible to the other Parties stating the date and extent of such suspension and the cause of it. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the cessation of the Force Majeure event and shall so notify all the other Parties.

6. **CONFIDENTIALITY**

6.1 Subject to Subclause 6.2 the Norsea Facilities Owner, the Norsea Facilities Operator and the Proximate Infrastructure Owners each undertakes that, between the date of this Agreement and the date of decommissioning of the Proximate Infrastructure or the Norsea Facilities, whichever is the later, it shall keep confidential and shall not disclose and shall use only for the purpose of this Agreement any Confidential Information.

6.2 The obligations of confidentiality under this Clause 6 shall not apply to any Confidential Information which the recipient Party can prove:

- (a) was already known to it prior to its receipt from the disclosing Party;

- (b) was subsequently disclosed to it lawfully by a Third Party who did not obtain the same (whether directly or indirectly) from the disclosing Party;
- (c) was in the public domain at the time of receipt by the recipient Party or has subsequently entered the public domain other than by reason of the breach of the provisions of this Clause 6 or of any of the obligations of confidence owed to the disclosing Party by the recipient Party or by any of the persons listed in Clause 6.3;
- (d) is independently developed by the recipient Party without using or referring to Confidential Information; or
- (e) is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction.

6.3 Notwithstanding the provisions of Clause 6.1 any Party may disclose such Confidential Information to its Affiliates, to its and their Affiliates' contractors and subcontractors, to any of its and their Affiliates' respective directors, employees officers, contract personnel or agents, and to any bona fide potential assignee and to that Party's insurers and insurance brokers who need such Confidential Information for the purpose of enabling that Party to perform any of its respective obligations or to exercise any of its respective rights under this Agreement, provided that the Party so disclosing Confidential Information shall procure that the recipient keeps such Confidential Information confidential and does not disclose it for any other purpose.

7. ASSIGNMENT

7.1 Each of the Norsesea Facilities Owner and the Norsesea Facilities Operator may transfer (by way of novation) each of their respective rights and obligations under this Agreement or any part thereof to each and any of their respective Affiliates without the consent of the Proximate Infrastructure Owners. The Norsesea Facilities Owner may transfer (by way of novation) its respective rights and obligations under this Agreement or any part thereof to any other person with the consent of the Proximate Infrastructure Owners provided that consent may be withheld on grounds that the financial responsibility and technical capability of the proposed transferee to discharge the obligations under this Agreement as they relate to the interest to be transferred has not been adequately demonstrated. The Proximate Infrastructure Operator (on behalf of itself and as agent for the Proximate Infrastructure Owners) will execute the necessary novation required to give effect to any transfer under this Clause 7.1.

7.2 Each Proximate Infrastructure Owner may transfer (by way of novation) its respective rights and obligations under this Agreement or any part thereof to any of its Affiliates or any other Proximate Infrastructure Owner without the consent of the Norsesea Facilities Owner. Each Proximate Infrastructure Owner may transfer (by way of novation) its respective rights and obligations under this Agreement or any part thereof to any other person with the consent of the Norsesea Facilities Operator (giving such consent on behalf of itself and as agent for the Norsesea Facilities Owner) provided that consent may be withheld on grounds that the financial responsibility and technical capability of the proposed transferee to discharge the obligations under this Agreement as they relate to the interest to be transferred has not been adequately demonstrated. The Norsesea Facilities Operator (on behalf of itself and as agent for the other Norsesea Facilities Owner) will execute the necessary novation required to give effect to any assignment under this Clause 7.2.

8. TERM

This Agreement shall come into effect on the date first above written and shall continue in force in relation to the Work until the Work Completion Date provided that Clauses 2, 4 and 6 shall

survive termination and furthermore, that such termination shall be without prejudice to the rights and liabilities of the Parties accrued before the Work Completion Date until either the Norsesea Facilities or the Proximate Infrastructure have been permanently removed from operational service.

9. WAIVER

No waiver by any Party of any provisions of this Agreement shall be binding unless made expressly in writing. No waiver by any Party of any rights under this Agreement or arising out of any breach of this Agreement shall be considered as a waiver of any subsequent rights arising under the same or any other provision.

10. AMENDMENT

This Agreement may not be renewed, extended, amended or otherwise modified except by an instrument in writing executed by the Proximate Infrastructure Operator or on behalf of itself and as agent for the Proximate Infrastructure Owners and the Norsesea Facilities Operator on behalf of itself and as agent for the Norsesea Facilities Owner.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and shall be construed according to the laws of England and in respect of any dispute regarding the validity, enforceability or interpretation of this Agreement each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the English courts.

12. NOTICES

12.1 For the purposes of this Agreement any communications to be made between the Proximate Infrastructure Owners and the Norsesea Facilities Owners shall be in writing and shall be sufficiently made if sent by pre-paid registered mail or recorded delivery, facsimile transmission, other agreed electronic means or by delivering the same by hand to the address of the Party detailed in Clause 12.4. Notices to/by the Norsesea Facilities Owner will be issued to/by the Norsesea Facilities Operator.

12.2 Subject to Clause 12.3, notices shall be deemed to have been received in accordance with the following:

- (a) if delivered by hand - at the time of delivery;
- (b) if delivered by facsimile transmission - at the date shown on the transmission confirmation report;
- (c) if sent by other electronic means - at the time agreed in writing by the Parties; and
- (d) if sent by pre-paid registered mail or recorded delivery - on the date of receipt.

12.3 If the time of such deemed receipt is after 5 p.m. on any Business Day at the place of receipt or occurs on any day which is not a Business Day, notice shall be deemed to have been received at 10 a.m. on the first Business Day thereafter.

12.4 The addresses to which communications shall be sent shall be as follows:

Norsesea Facilities Operator

Attention: [●]

Proximate Infrastructure Operator

Attention: [●]

or such other address, telephone number or facsimile number as the Norsea Facilities Operator the Proximate Infrastructure Operator respectively may notify to the other in writing from time to time.

13. SEVERANCE

If any provision (or part of it) of, or pursuant to, this Agreement is or becomes unlawful, void or unenforceable, the legality, validity or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

14. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties in relation to the subject matter hereof and supersedes any previous agreement or understanding between the Parties in relation to all or any such matters. Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Clause 14, however, shall operate to limit or exclude any liability for fraud.

15. COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon a single engrossment of this Agreement, but shall not be effective until each of the Norsea Facilities Operator and the Proximate Infrastructure Operator has executed at least one counterpart. Each counterpart shall constitute an Norsea of this Agreement, but all the counterparts shall together constitute one and the same instrument.

16. CONTRACTS (RIGHTS OF THE THIRD PARTIES) ACT 1999

- 16.1 Subject to the provisions of Clause 4.7, no provision of this Agreement is intended by the Parties to be construed as creating any rights enforceable by a Third Party and all Third Party rights implied by law are, to the extent permissible by law, excluded from this Agreement.
- 16.2 Subject to the remaining provisions of this Clause 16, Clause 4.7 is intended to be enforceable by the persons specifically referred to in that Clause, by virtue of the 1999 Act.
- 16.3 Notwithstanding Clause 16.2, this Agreement may be rescinded, amended or varied by the Parties without notice to or the consent of any person who is not a Party even if, as a result, that person's right to enforce a term of this Agreement may be varied or extinguished.
- 16.4 The rights of any person under Clause 16.2 shall be subject to such person's written agreement to submit irrevocably to the exclusive jurisdiction of the English Courts in respect of all matters relating to such rights.

In witness whereof, this Agreement has been executed by duly authorised representatives of the Norsesea Facilities Operator and the Proximate Infrastructure Operator on the day and year first above written.

Signed for and on behalf of)
NORSEA PIPELINE LIMITED)
in its capacity as the Norsesea Facilities Owner)

Print Name)

Position)

Signed for and on behalf of)
CONOCOPHILLIPS (U.K.) TEESSIDE)
OPERATOR LIMITED)
in its capacity as the Norsesea Facilities Operator)

Print Name)

Position)

Signed for and on behalf of)
[●])
in its capacity as the Proximate Infrastructure)
Operator on behalf of itself and as agent for the)
Proximate Infrastructure Owners)

Print Name)

Position)

SCHEDULE 1
PLAN OF WORK AREA

Map of [pipeline route] [location][, [and] [Proximate Work Area] [and] [Crossing].

SCHEDULE 2
SCOPE OF WORK

The Official Seal of the **Crown**)
Estate Commissioners placed here)
was confirmed as authentic by:)

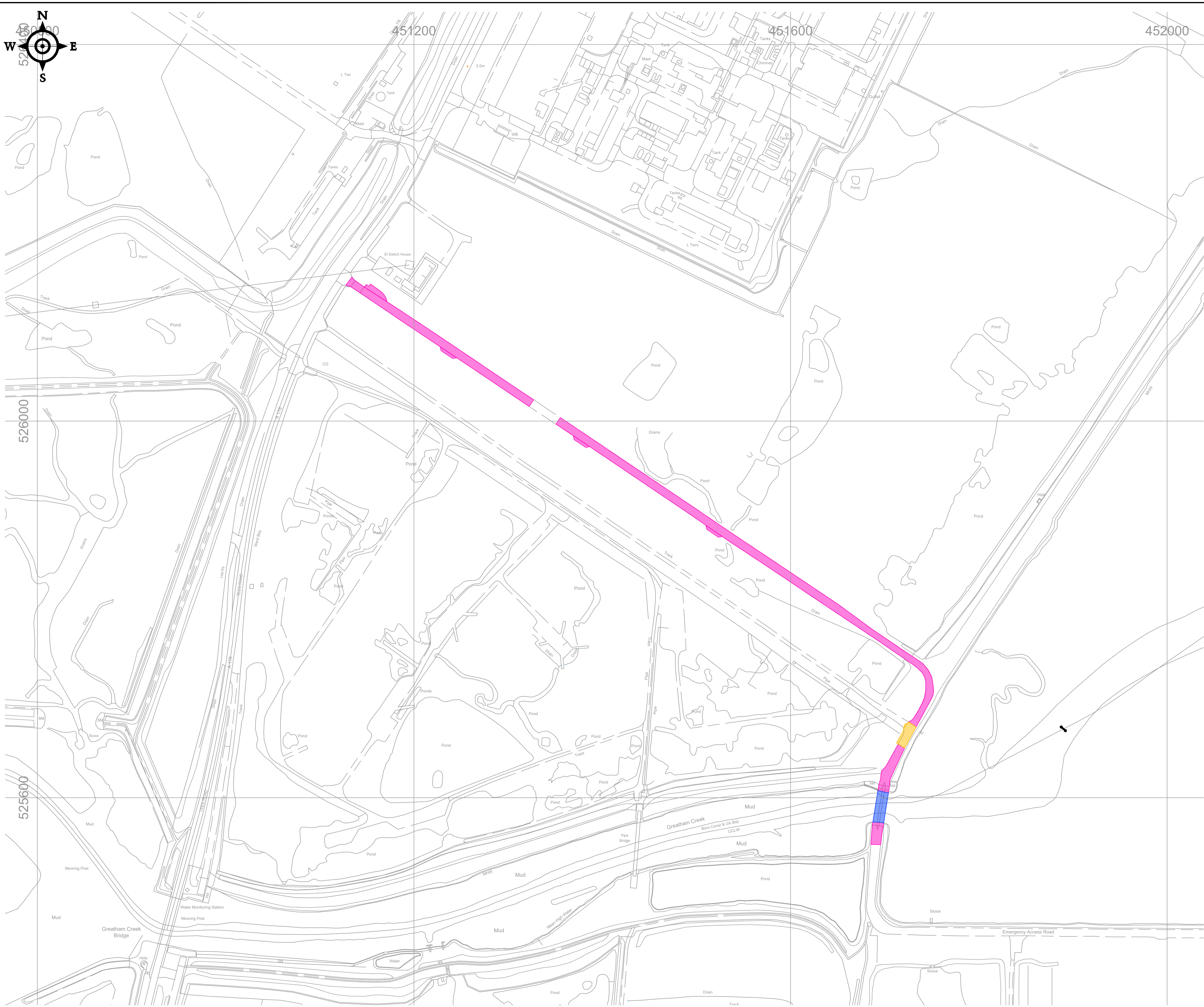
Executed by
PD Teesport Limited
acting by [redacted] and
[redacted]

Director:

DocuSigned by:
[redacted]
CD376D7766074CA...

Director / Company Secretary

Signed by:
[redacted]
D4073EA5AEA84D3...



LOCATION PLAN
SCALE 1:2000

NOTES

LEGEND

- THE CROWN ESTATE LEASE PLAN TITLED "EMERGENCY ACCESS ROAD, SEAL SANDS - LEASE PLAN, RIVER TEES, FILE REF - GIS_2024_0777_V1_AP_EMERGENCYACCESSROADSEALSANDS_LEASEPLAN(208632552.1).PDF"
- EASEMENT STRIP
- THE BRIDGE

1	LAY-BY/PASSING PLACES ADDED TO EMERGENCY ACCESS ROAD	GIC	-
		03.09.24	-
0	FIRST ISSUE	GIC	-
		29.08.24	-
REVISION	DESCRIPTION	DRAWN BY	CHECKED BY
		DATE	DATE

	ESTATES DEPARTMENT QUEENS SQUARE MIDDLESBROUGH TS2 1AH TEL 01642 877000
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PROJECT **NORSEA LEASE DEMISE**

LOCATION **EMERGENCY ACCESS ROAD, SEAL SANDS**

TITLE **EMERGENCY ACCESS ROAD LEASE DEMISE**

STATUS	DRAWN	DATE	CHECKED	DATE	SCALE @ A1
PRELIMINARY	GIC	29.08.24	-	-	AS SHOWN

DRAWING No. **2024-528-REV1**