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**Subject:** Hornsea 3 - Deadline 10 - Spirit Energy [BRO-D.FID4510103]  
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[image004.png](#)  
[image006.png](#)  
[image008.png](#)  
[image010.png](#)  
[image012.png](#)  
[Protective Provisions Draft 3 - 24.03.19 45269193 8.pdf](#)  
[Spirit Energy Protective Provisions Areas Plan 45390685 1.PDF](#)

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**CONFIDENTIAL MESSAGE - INTENDED RECIPIENT ONLY**

Dear Sirs

On behalf of our client Spirit Energy, we have attached –

- revised protective provisions as proposed by them together with Protective Provisions Plan.

Please acknowledge safe receipt.

Yours sincerely

**Karen Hamilton**  
Partner  
On behalf of Brodies LLP  
Queen Street, UK  
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## SCHEDULE 9

### Part 8

#### **For Protection of Spirit Energy North Sea Limited, Spirit Energy Resources Limited and Spirit Energy Nederland B.V. and their Co-Venturers**

##### **Application**

1. For the protection of the Spirit Energy Group referred to in this part of this Schedule the following provisions must, unless otherwise agreed in writing between the undertaker and the Spirit Energy Group, the affected undertaking concerned, have effect.

##### **Interpretation**

2. In this Part of this Schedule -

**“Chiswick Restricted Area”** means a volume of obstacle-free space comprising two cylinders each with a horizontal radius of 6<sup>1</sup> nautical miles extending from points at (i) the centre of the helideck of the Chiswick Platform; and (ii) the centre point of the Kew subsea well-head, and extending vertically from mean sea level.

**“Grove Platform Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the helideck of the Grove Platform, and extending vertically from mean sea level.

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<sup>1</sup> Without prejudice to the requirements of EN-3 and to Spirit Energy’s evidence on the need for the Applicant to carry out pursuant to EN-3 paragraphs 2.6.156 and 2.6.183 an assessment that reduces identified risks to existing offshore infrastructure and activities to as low as reasonably practicable (an ALARP assessment), and this Protective Provision being an acceptable proxy in light of that breach of EN-3 by the Applicant, Spirit Energy has itself undertaken consideration of the risks to the safe operation of its infrastructure and activities and currently considers that alternative protective provisions requiring an obstacle free column of a radius of at least 3.3NM would be sufficient to result in a not unacceptable level of risk (in the language of EN-3, paragraph 2.6.184, and a sufficiently low level of risk (in the language of paragraph 2.6.186) that, after imposition of the Protective Provision, then the ExA and Secretary of State should not refuse to grant consent. Each of the two sets of Protective Provisions accommodates the potential for the Applicant and Spirit Energy to co-operate with clear parameters so as to seek a more refined detailed radii for each of the said infrastructure elements and activities.

**“Grove G5 Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the Grove G5 subsea well-head, and extending vertically from mean sea level.

**“C6 Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the Proposed C6 subsea well-head, and extending vertically from mean sea level.

**“C7 Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the Proposed C7 subsea well-head, and extending vertically from mean sea level.

**“C6 Milestones”** means the following milestones -

(i) A Development Plan for the Proposed C6 subsea well-head shall be produced by Spirit Energy and shared in writing with the Undertaker on or before [31 December 2020].

(ii) Spirit Energy has entered into a contract or other legally binding commitment to lease or otherwise procure a drilling rig and provided written confirmation of this to the Undertaker on or before [31 December 2021].

(iii) Drilling for oil and / or gas at the Proposed C6 subsea well-head has commenced on or before [31 December 2022].

**“C7 Milestones”** means –

(i) A Development Plan for the Proposed C7 subsea well-head shall be produced by SE and shared in writing with the Undertaker on or before [31 December 2023].

(ii) Spirit Energy has entered into a contract or other legally binding commitment to lease or otherwise procure a drilling rig and provided written confirmation of this to the Undertaker on or before [31 December 2024].

(iii) Drilling for oil and / or gas at the Proposed C7 subsea well-head has commenced on or before [31 December 2025].

**“Completion of Decommissioning”** means the date on which the actions required for the decommissioning of the Grove Platform and any related infrastructure in accordance with the Decommissioning Plan are complete.

**“Decommissioning Plan”** means a plan for the decommissioning of the Grove Platform which is approved by the OGA.

**“Development Plan”** means a written exploration and development programme for the Proposed C6 subsea well-head or the Proposed C7 subsea well-head as the context so admits, including details and location of the related infrastructure but only to the extent that the details may impact on the detailed design or development of the authorised works.

**“Proposed C6 subsea well-head”** means the proposed subsea well-head located within the area of sea bed within loxodromes drawn between the following coordinates:

002° 41' 30.7736" E	53° 56' 38.9480" N
002° 42' 25.6172" E	53° 56' 39.0852" N
002° 42' 25.1636" E	53° 57' 43.7954" N
002° 41' 30.2965" E	53° 57' 43.6581" N
002° 41' 30.7736" E	53° 56' 38.9480" N

**“Proposed C7 subsea well-head”** means the proposed subsea well-head located within the area of sea bed within loxodromes drawn between the following coordinates:

002° 40' 47.7256" E	53° 56' 09.6506" N
002° 41' 42.5584" E	53° 56' 09.7933" N
002° 41' 42.4405" E	53° 56' 25.9708" N
002° 40' 47.6018" E	53° 56' 25.8282" N
002° 40' 47.7256" E	53° 56' 09.6506" N

**“Chiswick Field”** means the hydrocarbon accumulation underlying blocks 49/4a, 49/4c and 49/4b of the United Kingdom Continental Shelf.

**“Chiswick Platform”** means the production and processing platform installed in block 49/4a of the United Kingdom Continental Shelf for the exploitation of the Chiswick Field.

**“Co-Venturer”** means any other entity with whom Spirit Energy is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations of the Relevant platforms, the J6A Platform and/or the Relevant Subsea Well Heads, and any future successors and/or assignees of such Co-Venturer.

**“Grove Field”** means the hydrocarbon accumulation underlying blocks 49/10a and 49/9c of the United Kingdom Continental Shelf.

**“Grove Platform”** means the production and processing platform installed in block 49/10a of the United Kingdom Continental Shelf for the exploitation of the Grove Field.

**“Grove G5 subsea well-head”** means the existing subsea well-head located at (lat/long: 53° 43' 04.080", N 02° 49' 48.020" E).

**“J6A Platform”** means the production and processing platform installed in block J6 of the Netherlands Continental Shelf for the exploitation of the Markham Field.

**“Kew subsea well-head”** means the existing subsea well-head located at (lat/long: 53° 57' 20.520" N, 2° 47' 9.395" E).

**“Markham Field”** means the hydrocarbon accumulation underlying blocks 49/5a and 49/10b of the United Kingdom Continental Shelf and blocks J3b and J6 of the Netherlands Continental Shelf.

**“OGA”** means the Oil and Gas Authority, a company incorporated under the Companies Acts (Company Number 09666504), having its registered office at 21 Bloomsbury Street, London, WC1B 3HF, and any successor thereto as oil and gas industry regulator.

**“Relevant platforms”** means, together, each of the Chiswick Platform, the Grove Platform, and the Relevant Subsea Well Heads.

**“Relevant Subsea Well Heads”** means, together, each of Grove G5 subsea well-head, the Kew subsea well-head, and the Proposed C6 subsea well-head and Proposed C7 subsea well-head.

**“Spirit Energy”** means one or each of (as applicable) Spirit Energy North Sea Limited (UK Company Number: 04594558), Spirit Energy Resources Limited (UK Company Number: 02855151) and/or Spirit Energy Nederland B.V. (Company Number: 34081068) who are owners of the Relevant platforms, the J6A Platform and/or the Relevant Subsea Well Heads, and any future successors and/or assignees.

**“Spirit Energy Group”** means Spirit Energy, its Co-Venturers (as applicable), and its and their respective affiliates.

**“Vessel Exclusion Area”** means in so far as relevant, the volumes extending from the sea surface at mean sea level down to the sea bed (i) bounded to the east by a notional loxodrome drawn through and extending beyond the centres of the Chiswick Platform and Grove Platform, to the west by a loxodrome parallel to that loxodrome and at all times 2 nm to the east of it, to the north by the line of latitude passing through the northernmost point on the perimeter of the windfarm array, to the south by the line of latitude passing through the southernmost point on the perimeter of the windfarm array and (ii) bounded by a circle of radius of 2 nautical miles centred on the centre point of each of the Relevant Subsea Well Heads.

**“Hornsea Project 3 Infrastructure”** means any temporary or permanent infrastructure (including but not limited to vessels supporting wind generator turbine infrastructure, buoys, anchor chains, pipes and cables).

**“Buoy”** means any buoy as defined in either Article 2(1) of the Order or in paragraph 1(1) of Part 1 of Schedule 11.

**“Vessel”** means any vessel as defined in Article 2(1) of the Order or in paragraph 1(1) of Part 1 of Schedule 11.

**“Predictive Radar Early Warning System”** means measures including a radar early warning system used to monitor and track the positions of vessels proximate to the Relevant Platforms and the J6A Platform with associated software providing a multi-sensor integrated marine surveillance system with a predictive early warning capability.

**“Works No. 1”** means the area of land within the Order Land specified in paragraph 5 of Part 1 of Schedule 11, the volume of water above it, and the volume of air above that water.

**“Includes”** is to be construed without limitation unless the contrary intention appears.

**“Order Land”** means the Order Land as defined in Article 2(1) of the Order.

**“Undertaker”** means the Undertaker as defined in Article 2(1) of the Order, and any entity within Article 5(1).

## Protective Provisions

### Chiswick

3. No authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the Chiswick Restricted Area.

### Grove

4. No authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the Grove G5 Restricted Area until the first of January 2028, or such earlier date as the Spirit Energy Group may advise in writing, at which date the restriction within this paragraph shall have no further effect.
5. No authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the Grove Platform Restricted Area until Completion of Decommissioning or the first of January 2032 whichever is the earlier], at which date the restriction within this paragraph shall have no further effect.

### C6, C7

6. Subject to paragraphs 7 and 8, no authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the C6 Restricted Area or the C7 Restricted Area.
7. The restriction on development within the C6 Restricted Area in terms of paragraph 6 is subject to the timeous occurrence of each of the C6 Milestones, failing which the said restriction shall have no further effect.
8. The restriction on development within the C7 Restricted Area in terms of paragraph 6 is subject to the timeous occurrence of each of the C7 Milestones, failing which the said restriction shall have no further effect.

### Vessel Exclusion Area

9. Unless otherwise agreed in writing by the Spirit Energy Group, no authorised development comprising Hornsea Project 3 Infrastructure under any deemed licence in terms of paragraph 31 of Part 6 of the Order and paragraph 3 of Part 1 of Schedule 11, or otherwise permitted, may be constructed within any Vessel Exclusion Area.

### REWS

10. Unless otherwise agreed in writing by the Spirit Energy Group, no electricity shall be generated by the authorised development unless and until: (i) a validation test in relation to the existing Predictive Radar Early Warning System operating from the J6A Platform has been carried out; (ii) the results of the aforementioned validation test have been shared in writing with the Spirit Energy Group; and (iii) the results of the validation test demonstrate to the Spirit Energy Group's satisfaction in writing acting reasonably

that the Predictive Radar Early Warning System will continue to operate effectively in relation to the Spirit Energy Group's Relevant platforms and the J6A Platform following construction and installation of the authorised development, such that a minimum of 20 minutes warning of potential vessel allision with that infrastructure may be given.

11. Prior to commencing construction of the authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1, the Undertaker and the Spirit Energy Group shall enter into a good working and communications protocol. The purpose of this protocol is to ensure the safe working of each of the parties' supply and work vessels during the construction, operational and decommissioning phases of the authorised development. The protocol shall be observed and complied with by both the Undertaker and the Spirit Energy Group unless or until any alternative co-operation agreement has been entered into.
12. Unless the Spirit Energy Group has been consulted in writing for 60 days and such representations as it may make to the Undertaker have been included in an application under paragraph 14 of Part 2 of Schedule 11, no application may be made under that paragraph.
13. Subject to a minimum of three arbitrators being appointed with at least one of the arbitrators appointed having expertise in planning and public law and the arbitration taking place in England, the provisions of Article 37 and the Arbitration Rules in Schedule 13 apply to any dispute arising between the Undertaker and the Spirit Energy Group under this Part unless otherwise agreed in writing by the Spirit Energy Group.

**Proposed Drafting Amendments to Part 2 of Schedule 11.**

1. The term "collision" in paragraph 5(5) and (6) of Part 2 of Schedule 11 shall include "allision".

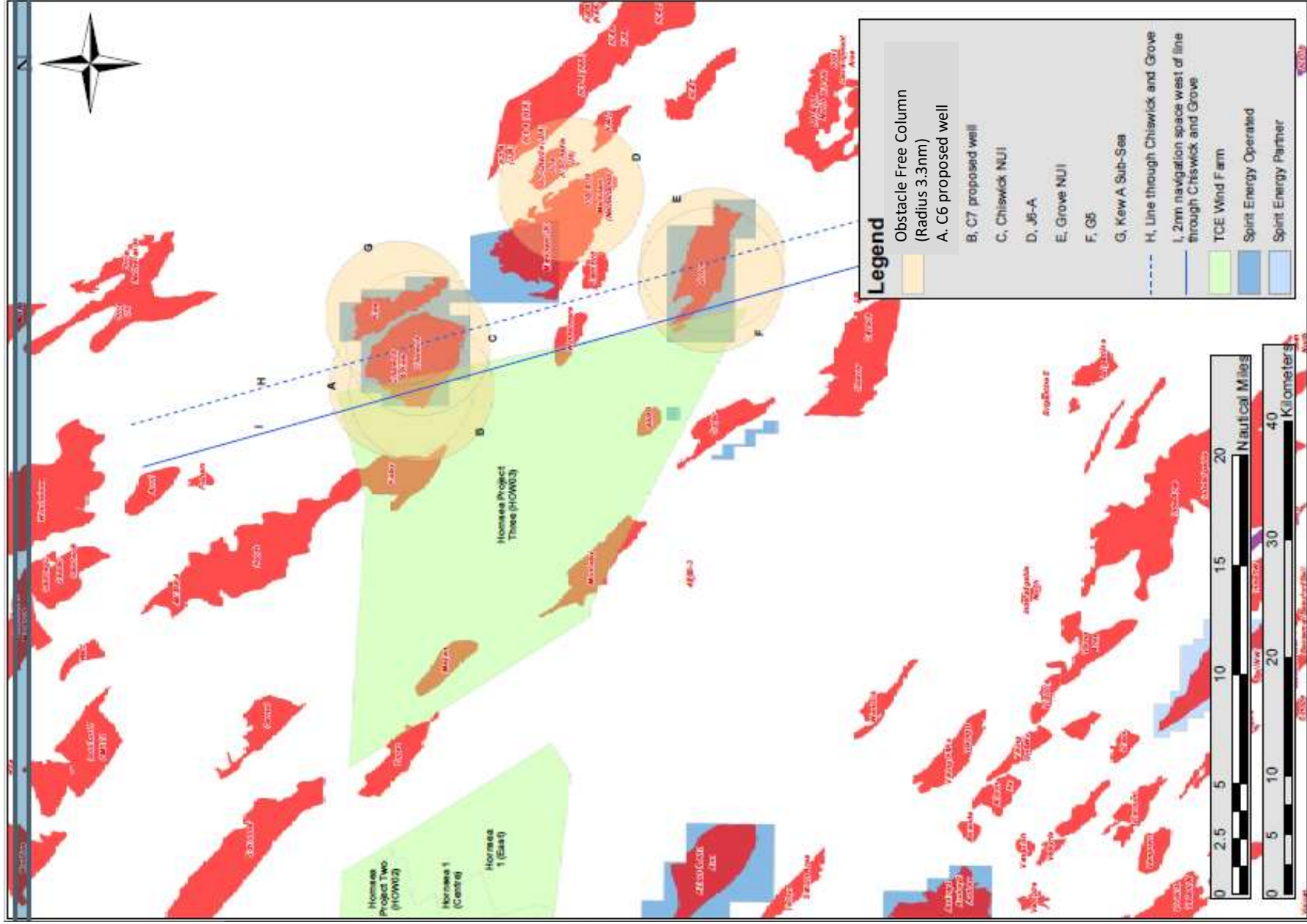
## ADDENDUM TO PROTECTIVE PROVISIONS

It is Spirit Energy's primary position that each of the infrastructure assets and activities specified in the Protective Provisions should be protected by requiring a stand off distance (radius) of **6nm** measured from the centre of the relevant asset, subject to certain qualifications in the case of the Proposed C6 and C7 subsea well-heads; the G5 subsea well-head and the Grove Platform. The standoff distance of 6nm is required, in the absence of an ALARP assessment by the Applicant, to ensure that the risk profile in relation to the risks addressed by the Protective Provisions remain at their current ALARP level. This is in line with the EN3 policy expectation (paragraph 2.6.183-186) cast by the NPS expressly onto the Applicant requiring that it will reduce risks to as low as reasonably practicable by site selection and design, but here in circumstances where the Rochdale Envelope approach is relied on such that design siting of individual wind turbine generators cannot be known at this stage whereas overall siting (by way of areas of exclusion around the eastern edge of the proposed array) can be addressed at this (outline) stage.

In the event that the ExA and the Secretary of State disagree that EN-3, paragraphs 2.6.156 and 2.6.183 require the Applicant to reduce potential affects (here, risks) to as low as reasonably practicable, then, an appropriate stand-off distance remains required to ensure the successful co-existence of Spirit Energy's said infrastructure and activities (existing infrastructure and exploration and future infrastructure for gas exploitation) with the Hornsea 3 Project pursuant to EN-3, paragraph 2.6.181 (and in line with the Marine Plan also). In these circumstances, Spirit Energy have considered the information which is presently available to them and concluded that a stand-off distance (radius) of **3.3nm** is likely to achieve that policy objective, albeit *without* being ALARP pursuant to EN-3, paragraph 2.6.183 or otherwise. This conclusion is informed by the outcome of the helicopter simulator trials conducted by Spirit Energy on 31 March 2019 and is justified more fully in **[Appendix ]** of this submission. While turbines within this 3.3nm of Spirit Energy's infrastructure will raise the risk profile for Spirit Energy's operations and personnel (and so not itself reduce the risk to as low as reasonably practicable (paragraph 2.6.183 of EN-3 for aviation and vessel allision, and paragraph 2.6.156 for vessel allision), the increased risk resulting from the proposed physical intervention of large turbines in close proximity to Spirit Energy's exploitation and exploration activities is judged by Spirit Energy on the presently available information to be likely to be tolerable. In addition the commercial cost to Spirit Energy, in terms of "lost days" at that distance is judged by it also to be acceptable. Therefore, the identified risks, after having taken account of the said Protective Provisions would not be unacceptable (in EN-3 paragraph 2.6.184, last sentence, terms) and would be reduced sufficiently (in paragraph 2.6.186, last sentence, terms).

The accompanying plan shows the 3.3nm stand off area in respect of each of the noted assets.





## SCHEDULE 9

### Part 8

#### **For Protection of Spirit Energy North Sea Limited, Spirit Energy Resources Limited and Spirit Energy Nederland B.V. and their Co-Venturers**

##### **Application**

1. For the protection of the Spirit Energy Group referred to in this part of this Schedule the following provisions must, unless otherwise agreed in writing between the undertaker and the Spirit Energy Group, the affected undertaking concerned, have effect.

##### **Interpretation**

2. In this Part of this Schedule -

**“Chiswick Restricted Area”** means a volume of obstacle-free space comprising two cylinders each with a horizontal radius of 6<sup>1</sup> nautical miles extending from points at (i) the centre of the helideck of the Chiswick Platform; and (ii) the centre point of the Kew subsea well-head, and extending vertically from mean sea level.

**“Grove Platform Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the helideck of the Grove Platform, and extending vertically from mean sea level.

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<sup>1</sup> Without prejudice to the requirements of EN-3 and to Spirit Energy’s evidence on the need for the Applicant to carry out pursuant to EN-3 paragraphs 2.6.156 and 2.6.183 an assessment that reduces identified risks to existing offshore infrastructure and activities to as low as reasonably practicable (an ALARP assessment), and this Protective Provision being an acceptable proxy in light of that breach of EN-3 by the Applicant, Spirit Energy has itself undertaken consideration of the risks to the safe operation of its infrastructure and activities and currently considers that alternative protective provisions requiring an obstacle free column of a radius of at least 3.3NM would be sufficient to result in a not unacceptable level of risk (in the language of EN-3, paragraph 2.6.184, and a sufficiently low level of risk (in the language of paragraph 2.6.186) that, after imposition of the Protective Provision, then the ExA and Secretary of State should not refuse to grant consent. Each of the two sets of Protective Provisions accommodates the potential for the Applicant and Spirit Energy to co-operate with clear parameters so as to seek a more refined detailed radii for each of the said infrastructure elements and activities.

**“Grove G5 Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the Grove G5 subsea well-head, and extending vertically from mean sea level.

**“C6 Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the Proposed C6 subsea well-head, and extending vertically from mean sea level.

**“C7 Restricted Area”** means a volume of obstacle-free space comprising a cylinder with a horizontal radius of 6<sup>1</sup> nautical miles extending from a point at the centre of the Proposed C7 subsea well-head, and extending vertically from mean sea level.

**“C6 Milestones”** means the following milestones -

(i) A Development Plan for the Proposed C6 subsea well-head shall be produced by Spirit Energy and shared in writing with the Undertaker on or before [31 December 2020].

(ii) Spirit Energy has entered into a contract or other legally binding commitment to lease or otherwise procure a drilling rig and provided written confirmation of this to the Undertaker on or before [31 December 2021].

(iii) Drilling for oil and / or gas at the Proposed C6 subsea well-head has commenced on or before [31 December 2022].

**“C7 Milestones”** means –

(i) A Development Plan for the Proposed C7 subsea well-head shall be produced by SE and shared in writing with the Undertaker on or before [31 December 2023].

(ii) Spirit Energy has entered into a contract or other legally binding commitment to lease or otherwise procure a drilling rig and provided written confirmation of this to the Undertaker on or before [31 December 2024].

(iii) Drilling for oil and / or gas at the Proposed C7 subsea well-head has commenced on or before [31 December 2025].

**“Completion of Decommissioning”** means the date on which the actions required for the decommissioning of the Grove Platform and any related infrastructure in accordance with the Decommissioning Plan are complete.

**“Decommissioning Plan”** means a plan for the decommissioning of the Grove Platform which is approved by the OGA.

**“Development Plan”** means a written exploration and development programme for the Proposed C6 subsea well-head or the Proposed C7 subsea well-head as the context so admits, including details and location of the related infrastructure but only to the extent that the details may impact on the detailed design or development of the authorised works.

**“Proposed C6 subsea well-head”** means the proposed subsea well-head located within the area of sea bed within loxodromes drawn between the following coordinates:

002° 41' 30.7736" E	53° 56' 38.9480" N
002° 42' 25.6172" E	53° 56' 39.0852" N
002° 42' 25.1636" E	53° 57' 43.7954" N
002° 41' 30.2965" E	53° 57' 43.6581" N
002° 41' 30.7736" E	53° 56' 38.9480" N

**“Proposed C7 subsea well-head”** means the proposed subsea well-head located within the area of sea bed within loxodromes drawn between the following coordinates:

002° 40' 47.7256" E	53° 56' 09.6506" N
002° 41' 42.5584" E	53° 56' 09.7933" N
002° 41' 42.4405" E	53° 56' 25.9708" N
002° 40' 47.6018" E	53° 56' 25.8282" N
002° 40' 47.7256" E	53° 56' 09.6506" N

**“Chiswick Field”** means the hydrocarbon accumulation underlying blocks 49/4a, 49/4c and 49/4b of the United Kingdom Continental Shelf.

**“Chiswick Platform”** means the production and processing platform installed in block 49/4a of the United Kingdom Continental Shelf for the exploitation of the Chiswick Field.

**“Co-Venturer”** means any other entity with whom Spirit Energy is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations of the Relevant platforms, the J6A Platform and/or the Relevant Subsea Well Heads, and any future successors and/or assignees of such Co-Venturer.

**“Grove Field”** means the hydrocarbon accumulation underlying blocks 49/10a and 49/9c of the United Kingdom Continental Shelf.

**“Grove Platform”** means the production and processing platform installed in block 49/10a of the United Kingdom Continental Shelf for the exploitation of the Grove Field.

**“Grove G5 subsea well-head”** means the existing subsea well-head located at (lat/long: 53° 43' 04.080", N 02° 49' 48.020" E).

**“J6A Platform”** means the production and processing platform installed in block J6 of the Netherlands Continental Shelf for the exploitation of the Markham Field.

**“Kew subsea well-head”** means the existing subsea well-head located at (lat/long: 53° 57' 20.520" N, 2° 47' 9.395" E).

**“Markham Field”** means the hydrocarbon accumulation underlying blocks 49/5a and 49/10b of the United Kingdom Continental Shelf and blocks J3b and J6 of the Netherlands Continental Shelf.

**“OGA”** means the Oil and Gas Authority, a company incorporated under the Companies Acts (Company Number 09666504), having its registered office at 21 Bloomsbury Street, London, WC1B 3HF, and any successor thereto as oil and gas industry regulator.

**“Relevant platforms”** means, together, each of the Chiswick Platform, the Grove Platform, and the Relevant Subsea Well Heads.

**“Relevant Subsea Well Heads”** means, together, each of Grove G5 subsea well-head, the Kew subsea well-head, and the Proposed C6 subsea well-head and Proposed C7 subsea well-head.

**“Spirit Energy”** means one or each of (as applicable) Spirit Energy North Sea Limited (UK Company Number: 04594558), Spirit Energy Resources Limited (UK Company Number: 02855151) and/or Spirit Energy Nederland B.V. (Company Number: 34081068) who are owners of the Relevant platforms, the J6A Platform and/or the Relevant Subsea Well Heads, and any future successors and/or assignees.

**“Spirit Energy Group”** means Spirit Energy, its Co-Venturers (as applicable), and its and their respective affiliates.

**“Vessel Exclusion Area”** means in so far as relevant, the volumes extending from the sea surface at mean sea level down to the sea bed (i) bounded to the east by a notional loxodrome drawn through and extending beyond the centres of the Chiswick Platform and Grove Platform, to the west by a loxodrome parallel to that loxodrome and at all times 2 nm to the east of it, to the north by the line of latitude passing through the northernmost point on the perimeter of the windfarm array, to the south by the line of latitude passing through the southernmost point on the perimeter of the windfarm array and (ii) bounded by a circle of radius of 2 nautical miles centred on the centre point of each of the Relevant Subsea Well Heads.

**“Hornsea Project 3 Infrastructure”** means any temporary or permanent infrastructure (including but not limited to vessels supporting wind generator turbine infrastructure, buoys, anchor chains, pipes and cables).

**“Buoy”** means any buoy as defined in either Article 2(1) of the Order or in paragraph 1(1) of Part 1 of Schedule 11.

**“Vessel”** means any vessel as defined in Article 2(1) of the Order or in paragraph 1(1) of Part 1 of Schedule 11.

**“Predictive Radar Early Warning System”** means measures including a radar early warning system used to monitor and track the positions of vessels proximate to the Relevant Platforms and the J6A Platform with associated software providing a multi-sensor integrated marine surveillance system with a predictive early warning capability.

**“Works No. 1”** means the area of land within the Order Land specified in paragraph 5 of Part 1 of Schedule 11, the volume of water above it, and the volume of air above that water.

**“Includes”** is to be construed without limitation unless the contrary intention appears.

**“Order Land”** means the Order Land as defined in Article 2(1) of the Order.

**“Undertaker”** means the Undertaker as defined in Article 2(1) of the Order, and any entity within Article 5(1).

## Protective Provisions

### Chiswick

3. No authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the Chiswick Restricted Area.

### Grove

4. No authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the Grove G5 Restricted Area until the first of January 2028, or such earlier date as the Spirit Energy Group may advise in writing, at which date the restriction within this paragraph shall have no further effect.
5. No authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the Grove Platform Restricted Area until Completion of Decommissioning or the first of January 2032 whichever is the earlier], at which date the restriction within this paragraph shall have no further effect.

### C6, C7

6. Subject to paragraphs 7 and 8, no authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1 may be within the C6 Restricted Area or the C7 Restricted Area.
7. The restriction on development within the C6 Restricted Area in terms of paragraph 6 is subject to the timeous occurrence of each of the C6 Milestones, failing which the said restriction shall have no further effect.
8. The restriction on development within the C7 Restricted Area in terms of paragraph 6 is subject to the timeous occurrence of each of the C7 Milestones, failing which the said restriction shall have no further effect.

### Vessel Exclusion Area

9. Unless otherwise agreed in writing by the Spirit Energy Group, no authorised development comprising Hornsea Project 3 Infrastructure under any deemed licence in terms of paragraph 31 of Part 6 of the Order and paragraph 3 of Part 1 of Schedule 11, or otherwise permitted, may be constructed within any Vessel Exclusion Area.

### REWS

10. Unless otherwise agreed in writing by the Spirit Energy Group, no electricity shall be generated by the authorised development unless and until: (i) a validation test in relation to the existing Predictive Radar Early Warning System operating from the J6A Platform has been carried out; (ii) the results of the aforementioned validation test have been shared in writing with the Spirit Energy Group; and (iii) the results of the validation test demonstrate to the Spirit Energy Group's satisfaction in writing acting reasonably

that the Predictive Radar Early Warning System will continue to operate effectively in relation to the Spirit Energy Group's Relevant platforms and the J6A Platform following construction and installation of the authorised development, such that a minimum of 20 minutes warning of potential vessel allision with that infrastructure may be given.

11. Prior to commencing construction of the authorised development described in paragraph 1, Work No. 1 (a) and (b) and Work No. 2 (a) and (b) of Part 1 of Schedule 1, the Undertaker and the Spirit Energy Group shall enter into a good working and communications protocol. The purpose of this protocol is to ensure the safe working of each of the parties' supply and work vessels during the construction, operational and decommissioning phases of the authorised development. The protocol shall be observed and complied with by both the Undertaker and the Spirit Energy Group unless or until any alternative co-operation agreement has been entered into.
12. Unless the Spirit Energy Group has been consulted in writing for 60 days and such representations as it may make to the Undertaker have been included in an application under paragraph 14 of Part 2 of Schedule 11, no application may be made under that paragraph.
13. Subject to a minimum of three arbitrators being appointed with at least one of the arbitrators appointed having expertise in planning and public law and the arbitration taking place in England, the provisions of Article 37 and the Arbitration Rules in Schedule 13 apply to any dispute arising between the Undertaker and the Spirit Energy Group under this Part unless otherwise agreed in writing by the Spirit Energy Group.

**Proposed Drafting Amendments to Part 2 of Schedule 11.**

1. The term "collision" in paragraph 5(5) and (6) of Part 2 of Schedule 11 shall include "allision".

## ADDENDUM TO PROTECTIVE PROVISIONS

It is Spirit Energy's primary position that each of the infrastructure assets and activities specified in the Protective Provisions should be protected by requiring a stand off distance (radius) of **6nm** measured from the centre of the relevant asset, subject to certain qualifications in the case of the Proposed C6 and C7 subsea well-heads; the G5 subsea well-head and the Grove Platform. The standoff distance of 6nm is required, in the absence of an ALARP assessment by the Applicant, to ensure that the risk profile in relation to the risks addressed by the Protective Provisions remain at their current ALARP level. This is in line with the EN3 policy expectation (paragraph 2.6.183-186) cast by the NPS expressly onto the Applicant requiring that it will reduce risks to as low as reasonably practicable by site selection and design, but here in circumstances where the Rochdale Envelope approach is relied on such that design siting of individual wind turbine generators cannot be known at this stage whereas overall siting (by way of areas of exclusion around the eastern edge of the proposed array) can be addressed at this (outline) stage.

In the event that the ExA and the Secretary of State disagree that EN-3, paragraphs 2.6.156 and 2.6.183 require the Applicant to reduce potential affects (here, risks) to as low as reasonably practicable, then, an appropriate stand-off distance remains required to ensure the successful co-existence of Spirit Energy's said infrastructure and activities (existing infrastructure and exploration and future infrastructure for gas exploitation) with the Hornsea 3 Project pursuant to EN-3, paragraph 2.6.181 (and in line with the Marine Plan also). In these circumstances, Spirit Energy have considered the information which is presently available to them and concluded that a stand-off distance (radius) of **3.3nm** is likely to achieve that policy objective, albeit *without* being ALARP pursuant to EN-3, paragraph 2.6.183 or otherwise. This conclusion is informed by the outcome of the helicopter simulator trials conducted by Spirit Energy on 31 March 2019 and is justified more fully in **[Appendix ]** of this submission. While turbines within this 3.3nm of Spirit Energy's infrastructure will raise the risk profile for Spirit Energy's operations and personnel (and so not itself reduce the risk to as low as reasonably practicable (paragraph 2.6.183 of EN-3 for aviation and vessel allision, and paragraph 2.6.156 for vessel allision), the increased risk resulting from the proposed physical intervention of large turbines in close proximity to Spirit Energy's exploitation and exploration activities is judged by Spirit Energy on the presently available information to be likely to be tolerable. In addition the commercial cost to Spirit Energy, in terms of "lost days" at that distance is judged by it also to be acceptable. Therefore, the identified risks, after having taken account of the said Protective Provisions would not be unacceptable (in EN-3 paragraph 2.6.184, last sentence, terms) and would be reduced sufficiently (in paragraph 2.6.186, last sentence, terms).

The accompanying plan shows the 3.3nm stand off area in respect of each of the noted assets.



