

# **Morecambe Offshore Windfarm: Generation Assets**

## **The Applicant's Response to Secretary of State Letter and Request for Information (Consultation 5) –**

### **Appendix A: Spirit Energy Agreed Protective Provisions**

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## Appendix A.1: Agreed Protective Provisions

## PART 3

### For the protection of Spirit Energy Production UK Limited

#### Application

1. For the protection of the licensee from time to time of the United Kingdom petroleum production licences with references P.251, P.1483 and P.153 (as the same may be assigned, amended or replaced from time to time) which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, the provisions of this Part of this Schedule shall have effect for so long as any of the said licences shall remain extant unless otherwise agreed in writing between the undertaker and the licensee.

#### Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs reasonably and properly incurred and evidenced by the licensee in carrying out the licensee’s operations (which for the avoidance of doubt includes decommissioning operations) caused by the construction, operation or decommissioning of the authorised development (and includes all reasonable costs incurred by the licensee in engaging and retaining such experts, consultants and contractors as may be reasonably necessary to allow the licensee to carry out its operations under the licence) but excluding any costs prior to 1 June 2029 and consequential loss;

“AP-1 helideck” means the helideck located on the accommodation platform at CPC the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
AP-1 helideck	53° 50' 44.348" N	003° 35' 00.579" W

“authorised development” has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

“cable” means the power and telecommunications cables connecting CPC to the DP3 wells shown terracotta pink and annotated as CPC to DP3 on the Spirit Protective Provisions Plan;

“Calder Platform” means the normally unattended minimum facilities wellhead production platform located in the United Kingdom Continental Shelf Block 110/7a D;

“cessation of production” or “COP” means the date on which production from the relevant field/reservoir permanently ceases for whatever reason, as formally notified to the Oil and Gas Authority of the United Kingdom (trading as the North Sea Transition Authority);

“consequential loss” means, with the exception of foreseeable losses—

(a) any consequential, or indirect loss under English law; or

(b) any of the following in each case whether direct or indirect to the extent that these are not included in (a)—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue (for the avoidance of doubt the undertaker and licensee do not consider such to be foreseeable losses);

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons (for the avoidance of doubt the undertaker and licensee do not consider such to be foreseeable losses);

(iii) loss of expectation or opportunity; or

(iv) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing, in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any 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 and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

“CPC” means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“DP-1 helideck” means the helideck located on drilling production platform 1 located at CPC the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
DP-1 helideck	53° 50' 45.272" N	003° 34' 50.140" W

“DP-6 helideck” means the helideck located on drilling production platform 6 the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
DP-6 helideck	53° 51' 50.155" N	003° 37' 04.993" W

“DP-8 helideck” means the helideck located on drilling production platform 8 the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
DP-8 helideck	53° 53' 26.724" N	003° 37' 27.233" W

“foreseeable losses” means losses, damages, costs, or expenses suffered by the licensee that arise naturally from, out of, or relating to the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development (or any part thereof) or the failure of it (or any part thereof) that were reasonably contemplated by the undertaker and licensee at 4 November 2025, including, but without limitation to the foregoing:

- (a) Losses, damages, costs or expenses suffered by the licensee in respect of additional aviation and / or maritime resources (including walk-to-work vessels); and
- (b) Losses, damages, costs or expenses suffered by the licensee in respect of additional activities required to be performed in order for the licensee’s operations to be compliant with prevailing laws and regulations.

“helidecks” means the AP-1 helideck, the DP-1 helideck, the DP-6 helideck and the DP-8 helideck and “helideck” shall mean any one of them (as the context so requires);

“hydrocarbon free” means the condition of facilities, equipment or systems where same have been cleaned and verified to contain hydrocarbon levels below the flammable threshold, in accordance with the Energy Institute’s EI15 guidance;

“interim to enduring aviation buffer change date” means the earlier of: (a) the date CPC is hydrocarbon free; or (b) 1 April 2031;

“legacy wells” means the legacy wells known as DP3 (C1-5), 110/3-3, 110/8-2, 110/8A-7, 110/8-2 Relief and 110/8a-C5 Relief, the coordinates for which are:

Wells	Latitude	Longitude
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DP3 (C1-5)	53°49'0.6155"N	3°33'36.1013"W
110/3-3	53°50'15.4200"N	3°34'50.9700"W
110/8-2	53°49'40.9985"N	3°33'22.7997"W
110/8A-7	53°46'4.3984"N	3°34'24.5556"W
110/8-2 Relief	53°49'57.1774"N	3°33'23.0190"W
110/8a-C5 Relief	53°49'40.4140"N	3°34'2.7666"W

and “legacy well” shall mean any of them (as the context so requires);

“licence” means United Kingdom Petroleum Production Licence P.153, United Kingdom Petroleum Production Licence P.1483 and United Kingdom Petroleum Production Licence P.251 (as any or all of the same may be assigned, amended or replaced from time to time);

“licensee” means the holder from time to time of any of the licences, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

“licensee’s operations” means exploration, appraisal, development, production, transportation, maintenance, repair, replacement, interventions or decommissioning activity in accordance with and pursuant to the licence;

“O&G decommissioning date” means the date on which Offshore Petroleum Regulator for Environment and Decommissioning (or any successor body) confirms acceptance of the close-out reports for the decommissioning of Spirit Energy’s East Irish Sea assets under the licence.

“offshore substation platform” or “OSP” means Work No. 2(a) forming Part 1 of Schedule 1 to this Order but excluding transition pieces;

“pipeline” means—

(a) the decommissioned 24” gas Morecambe DP3 to CPC pipeline with pipeline reference number PL195; and

(b) the decommissioned 2” Morecambe CPC to DP3 pipeline with pipeline reference number PL205;

shown purple and annotated as PL195 & PL205 on the Spirit Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, which is partially shown (insofar as the pipeline and cable are located within the Order limits) edged pink and annotated as the pipeline and cable proximity area on the Spirit Protective Provisions Plan;

“Spirit Protective Provisions Plan” means the plan dated 3 November 2025 with reference FLO-MOR-GIS-MAP038a-V3-Protective Provisions-Rev001 and certified as the Spirit Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“temporary surface infrastructure” means any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include:

- (i) temporary surface infrastructure in transit;
- (ii) vessels undertaking geotechnical, geophysical or other surveys, or vessels undertaking sea bed preparation works (insofar as outside the WTG and OSP aviation enduring buffer zone, WTG and OSP marine buffer zone, WTG marine corridor, well buffer zone and pipeline and cable proximity area); and
- (iii) temporary surface infrastructure used for the construction of WTGs, offshore platforms, transition pieces or inter-array cables where the erection of such WTGs, offshore platforms, transition pieces or inter-array cables is permitted (at that time and in that place) by paragraph 3;

“TP and OSP aviation interim buffer zone” means a circular area of three nautical miles (3nm) of unobstructed airspace measured from each of the AP-1 helideck and DP-1 helideck in all

directions and extending vertically from mean sea level shown edged light purple and annotated as the TP and OSP aviation interim buffer zone on the Spirit Protective Provisions Plan;

“transition piece” means the connecting piece of infrastructure which connects a foundation to a tower, any wind turbine generator foundation or any offshore substation platform foundation (none of which shall protrude from the water above a maximum of 30 metres above mean sea level);

“well buffer zone” means --

- (a) in respect of each legacy well DP3 (C1-5) 110/8-2 and 110-8a-C5 Relief a five hundred metre (500m) radius buffer shown by pale blue shading edged grey and annotated as well buffer zone on the Spirit Protective Provisions Plan; and
- (b) in respect of legacy well 110/8A-7 a five hundred metre (500m) radius buffer of clear seabed space, shown by pale blue shading edged grey and annotated as well buffer zone on the Spirit Protective Provisions Plan, but with exception that wind turbine generator blades would be permitted to over sail up to the limit of a four hundred metre (400m) radius buffer shown hatched light purple and edged purple and annotated as the well over sail buffer zone on the Spirit Protective Provisions Plan;

“wind turbine generator” or “WTG” means Work No. 1(a) forming Part 1 of Schedule 1 to this Order but excluding transition pieces;

“WTG and OSP aviation interim buffer zone” means an area of three point seven two nautical miles (3.72 nm) of airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged blue and annotated as the WTG and OSP aviation interim buffer zone on the Spirit Protective Provisions Plan;

“WTG and OSP aviation enduring buffer zone” means an area of one point nine nautical miles (1.9 nm) of unobstructed airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged light green and annotated as the WTG and OSP aviation enduring buffer zone on the Spirit Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from each of the AP-1 helideck and DP-1 helideck in all directions shown to its southern extent edged in orange and annotated as the WTG and OSP marine buffer zone on the Spirit Protective Provisions Plan; and

“WTG marine corridor” means a one nautical mile (1 nm) wide corridor of unobstructed sea space between the Calder Platform and the AP-1 helideck shown edged in dashed dark green and annotated as the WTG marine corridor on the Spirit Protective Provisions Plan.

### **Restriction on authorised development**

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables of the pipeline and cable proximity area that are the subject of a crossing agreement between the undertaker and the licensee which the parties shall use reasonable endeavours to agree), offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the licensee and the undertaker until (in the case of the WTG and OSP marine buffer zone and the WTG marine corridor only) after the O&G Decommissioning Date (the pipeline and cable proximity area remains for so long as the provisions of this Part of this Schedule shall have effect).

(2) No vessel or surface infrastructure or temporary surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within five hundred metres (500 m) of any of the helidecks at any time nor within five hundred metres (500 m) of any of the legacy wells (whilst any rig or other vessel owned, controlled or instructed by the licensee, is present at this location) unless otherwise agreed in writing between the licensee and the undertaker.



(3) In the case of temporary surface infrastructure the licensee may not unreasonably withhold consent where the undertaker has been reasonably requested to place temporary surface infrastructure in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor by a statutory consultee.

(4) No wind turbine generator, temporary surface infrastructure or offshore substation platform shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed in writing between the licensee and the undertaker until after the interim to enduring aviation buffer change date.

(5) No transition piece shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed between the licensee and the undertaker until after the earlier of the date of COP in respect of all fields/reservoirs supported by CPC or 1 July 2030.

(6) No transition piece shall be erected in the TP and OSP aviation interim buffer zone unless otherwise agreed between the licensee and the undertaker until after the interim to enduring aviation buffer change date.

(7) No wind turbine generator, inter-array cables, offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the WTG and OSP aviation enduring buffer zone unless otherwise agreed in writing between the licensee and the undertaker until after the O&G Decommissioning Date.

(8) No wind turbine generator, inter-array cables, offshore substation platform, transition piece or temporary surface infrastructure shall be erected in any well buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

#### **Simultaneous operations**

4. Prior to commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to agree arrangements in a co-existence agreement incorporating relevant standard UK oil and gas industry proximity agreement terms for the coordination of access and simultaneous operations to include (but not be limited to) the provision of: schedules of and scope of works; design specifications; proposed timing of the execution of works; methods of working; navigation routes; and a notifications procedure.

#### **Cooperation**

5. The undertaker and the licensee must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part of this Schedule.

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall (to the extent not already shared prior to the date of this Order coming into force) as soon as reasonably practicable following a request provide to the other programme information in relation to their development and decommissioning proposals and activities within or adjacent to the Order limits or any buffer zone (including in the case of the licensee the anticipated date of COP in respect of all fields/reservoirs supported by CPC and the date CPC is hydrocarbon free) and from time to time keep each other informed of any revisions to the previously provided programme such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until the O&G Decommissioning Date.

#### **Costs**

7.-(1) Subject to the terms of this paragraph, the undertaker must reimburse the licensee for any additional costs.

(2) The licensee must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph (1) above, serve the undertaker with an itemised invoice or claim for the additional costs.

(3) Within 14 days of receipt of an itemised invoice or claim, the undertaker must— (a) approve the amount of additional costs specified in the itemised invoice or claim; or (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the licensee has not used reasonable endeavours to mitigate or minimise any such additional costs) and notify the licensee that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to the Order) refer the matter to arbitration pursuant to paragraph 8 of this Part of this Schedule.

(4) Save where otherwise agreed in writing between the undertaker and the licensee, the undertaker must thereafter pay to the licensee the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (3)(a) above or final decision and award of additional costs pursuant to arbitration.

(5) The licensee must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

### **Arbitration**

8. Any difference arising between the undertaker and the licensee under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

## PART 4

### For the protection of the Calder duty holder

#### Application

1. For the protection of Spirit Energy Production UK Limited as the duty holder of the Calder Platform, the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain extant and Spirit Energy Production UK Limited remains duty holder of the Calder Platform unless otherwise agreed in writing between the undertaker and the duty holder.

#### Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs reasonably and properly incurred and evidenced by the duty holder in carrying out the duty holder’s operations caused by the construction, operation or decommissioning of the authorised development (and includes all reasonable costs incurred by the duty holder in engaging and retaining such experts, consultants and contractors as may be reasonably necessary to allow the duty holder to carry out its operations) but excluding any costs prior to 1 June 2029 and consequential loss;

“AP-1 helideck” means the helideck located on the accommodation platform at CPC the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
AP-1 helideck	53° 50' 44.348" N	003° 35' 00.579" W

“authorised development” has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

“cable” means the power and telecommunications cables connecting the Calder Platform to CPC located in the South Morecambe Field (Block 110/3a) shown terracotta pink and annotated as Calder to CPP1 on the Spirit Protective Provisions Plan;

“Calder helideck” means the helideck located on the Calder Platform the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
Calder Helideck	53° 48' 26.462" N	003° 39' 48.682" W

“Calder Platform” means the normally unattended minimum facilities wellhead production platform located in the United Kingdom Continental Shelf Block 110/7a D;

“consequential loss ” means, with the exception of foreseeable losses —

(a) any consequential, or indirect loss under English law; or

(b) any of the following in each case whether direct or indirect to the extent that these are not included in (a)—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue (for the avoidance of doubt the undertaker and the duty holder do not consider such to be foreseeable losses);

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or

other disposal of hydrocarbons (for the avoidance of doubt the undertaker and the duty holder do not consider such to be foreseeable losses);

(iii) loss of expectation or opportunity; or

(iv) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing, in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any 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 and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

“CPC” means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“duty holder” means Spirit Energy Production UK Limited as duty holder of the Calder Platform;

“duty holder’s operations” means the operations and services provided by the duty holder to the licensee in accordance with and pursuant to an operating agreement between the duty holder and the licensee;

“duty holdership termination date” means the date that the duty holder ceases to provide operations and services to the licensee in accordance with and pursuant to an operating agreement between the duty holder and the licensee;

“foreseeable losses” means losses, damages, costs, or expenses suffered by the duty holder that arise naturally from, out of, or relating to the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development (or any part thereof) or the failure of it (or any part thereof) that were reasonably contemplated by the undertaker and the duty holder at 4 November 2025, including, but without limitation to the foregoing:

- (a) Losses, damages, costs or expenses suffered by the duty holder in respect of additional aviation and / or maritime resources (including walk-to-work vessels); and
- (b) Losses, damages, costs or expenses suffered by the duty holder in respect of additional activities required to be performed in order for the duty holder’s operations to be compliant with prevailing laws and regulations.

“Harbour Energy” means Chrysaor Resources (Irish Sea) Limited, a subsidiary of Harbour Energy PLC;

“licence” means United Kingdom Petroleum Production Licence P.099 (as the same may be assigned, amended or replaced from time to time);

“licensee” means the holder from time to time of the licence, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy;

“North East corner of the Calder Platform” means the north east corner of the Calder Platform the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
North East corner of the Calder Platform	53° 48' 27.021" N	003° 39' 47.105" W

“O&G decommissioning date” means the date on which Offshore Petroleum Regulator for Environment and Decommissioning (or any successor body) confirms acceptance of the close-out reports for the decommissioning of Harbour Energy’s assets under the licence;

“offshore substation platform” or “OSP” means Work No. 2(a) forming Part 1 of Schedule 1 to this Order but excluding transition pieces;

“pipeline” means—

(a) the 3" Rivers onshore terminal to Calder chemical pipeline with pipeline reference number PL1965; and

(b) the 24" Calder to Rivers onshore terminal gas pipeline with pipeline reference number PL1966

shown purple and annotated as the Calder to Rivers Onshore Terminal (PL1966) and Rivers Onshore Terminal to Calder (PL1965) on the Spirit Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

"pipeline and cable proximity area" means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, which is partially shown (insofar as the pipeline and cable are located within the Order limits) edged pink and annotated as the pipeline and cable proximity area on the Spirit Protective Provisions Plan;

"Spirit Protective Provisions Plan" means the plan dated 3 November 2025 with reference FLO-MOR-GIS-MAP038a-V3-Protective Provisions-Rev001 and certified as the Spirit Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

"temporary surface infrastructure" means any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include:

- (i) temporary surface infrastructure in transit;
- (ii) vessels undertaking geotechnical, geophysical or other surveys, or vessels undertaking sea bed preparation works (insofar as outside the WTG and OSP aviation enduring (Calder) buffer zone, WTG and OSP marine (Calder) buffer zone, WTG marine corridor, and pipeline and cable proximity area); or
- (iii) temporary surface infrastructure used for the construction of WTGs, offshore platforms, transition pieces or inter-array cables where the erection of such WTGs, offshore platforms, transition pieces or inter-array cables is permitted (at that time and in that place) by paragraph 3;

"transition piece" means the connecting piece of infrastructure which connects a foundation to a tower, any wind turbine generator foundation or any offshore substation platform foundation (none of which shall protrude from the water above a maximum of 30 metres above mean sea level);

"wind turbine generator" or "WTG" means Work No. 1(a) forming Part 1 of Schedule 1 to this Order excluding transition pieces;

"WTG and OSP aviation interim (Calder) buffer zone" means an area of three point seven two nautical miles (3.72 nm) of airspace measured from the Calder helideck in all directions and extending vertically from mean sea level shown dashed blue and annotated as the WTG and OSP aviation interim (Calder) buffer zone on the Spirit Protective Provisions Plan;

"WTG and OSP aviation enduring (Calder) buffer zone" means an area of one point five nautical miles (1.5 nm) of unobstructed airspace measured from the Calder helideck in all directions and extending vertically from mean sea level shown yellow and annotated as the WTG and OSP aviation enduring (Calder) buffer zone on the Spirit Protective Provisions Plan;

"WTG and OSP marine (Calder) buffer zone" means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from the North East corner of the Calder Platform in all directions shown edged in dashed orange and annotated as the WTG and OSP marine (Calder) buffer zone on the Spirit Protective Provisions Plan; and

"WTG marine corridor" means a one nautical mile (1 nm) wide corridor of unobstructed sea space between the Calder Platform and the AP-1 helideck shown edged in dashed dark green and annotated as the WTG marine corridor on the Spirit Protective Provisions Plan.

### **Restriction on authorised development**

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables in the pipeline and cable proximity area that are the subject of a crossing agreement between the

undertaker and the licensee or duty holder (as relevant) which the parties shall use reasonable endeavours to agree), offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine (Calder) buffer zone, the WTG and OSP aviation enduring (Calder) buffer zone, or the WTG marine corridor unless otherwise agreed in writing between the duty holder and the undertaker until (only in the case of the WTG and OSP marine (Calder) buffer zone and the WTG marine corridor) after the earlier of either the duty holdership termination date or 1 January 2031 (the WTG and OSP aviation enduring (Calder) buffer zone and pipeline and cable proximity area remain for so long as the provisions of this Part of this Schedule shall have effect).

(2) In the case of temporary surface infrastructure the duty holder may not unreasonably withhold consent where the undertaker has been reasonably requested to place temporary surface infrastructure in the pipeline and cable proximity area, the WTG and OSP marine (Calder) buffer zone or the WTG marine corridor by a statutory consultee.

(3) No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation interim (Calder) buffer zone unless otherwise agreed in writing between the duty holder and the undertaker until after the earlier of either the duty holdership termination date or 1 January 2031.

(4) No transition piece, inter-array cables or temporary surface infrastructure shall be erected in the WTG and OSP aviation interim (Calder) buffer zone unless otherwise agreed in writing between the duty holder and the undertaker until after the earlier of either the duty holdership termination date or 1 January 2030.

(5) No vessel or surface infrastructure or temporary surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within five hundred metres (500 m) of the North East corner of the Calder Platform unless otherwise agreed in writing between the duty holder and the undertaker.

### **Simultaneous operations**

4. Prior to commencement of construction of the authorised development, the undertaker and the duty holder shall use reasonable endeavours to agree arrangements in a co-existence agreement incorporating relevant standard UK oil and gas industry proximity agreement terms for the coordination of access and simultaneous operations to include (but not be limited to) the provision of: schedules of and scope of works; design specifications; proposed timing of the execution of works; methods of working; navigation routes; and a notifications procedure.

### **Cooperation**

5. The undertaker and the duty holder must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part of this Schedule.

### **Costs**

6.- (1) Subject to the terms of this paragraph, the undertaker must reimburse the duty holder for any additional costs.

(2) The duty holder must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph (1) above, serve the undertaker with an itemised invoice or claim for the additional costs.

(3) Within 14 days of receipt of an itemised invoice or claim, the undertaker must— (a) approve the amount of additional costs specified in the itemised invoice or claim; or (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the duty holder has not used

reasonable endeavours to mitigate or minimise any such additional costs) and notify the duty holder that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to the Order) refer the matter to arbitration pursuant to paragraph 7 of this Part of this Schedule.

(4) Save where otherwise agreed in writing between the undertaker and the duty holder, the undertaker must thereafter pay to the duty holder the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (3)(a) above or final decision and award of additional costs pursuant to arbitration.

(5) The duty holder must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

### **Arbitration**

7. Any difference arising between the undertaker and the duty holder under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

## PART 5

For the protection of the MNZ licence holder

### Application

1. For the protection of the licensee from time to time of Carbon Capture Appraisal and Storage licence CS010 which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, the provisions of this Part of this Schedule shall have effect for so long as the licence remains extant unless otherwise agreed in writing between the undertaker and the licensee.

### Interpretation

2. In this Part of this Schedule—

“authorised development” has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

“cable” means the power and telecommunications cables connecting CPC to the DP3 wells shown terracotta pink and annotated CPC to DP3 on the MNZ Protective Provisions Plan;

“CPC” means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“legacy wells” means the legacy wells known as DP3 (C1-5), 110/3-3, 110/8-2, 110/8A-7, 110/8-2 Relief and 110/8a-C5 Relief, the coordinates for which are:

Wells	Latitude	Longitude
DP3 (C1-5)	53°49'0.6155"N	3°33'36.1013"W
110/3-3	53°50'15.4200"N	3°34'50.9700"W
110/8-2	53°49'40.9985"N	3°33'22.7997"W
110/8A-7	53°46'4.3984"N	3°34'24.5556"W
110/8-2 Relief	53°49'57.1774"N	3°33'23.0190"W
110/8a-C5 Relief	53°49'40.4140"N	3°34'2.7666"W

“licence” means Carbon Capture Appraisal and Storage licence CS010 (as any or all of the same may be assigned, amended or replaced from time to time);

“licensee” means the holder from time to time of the licence, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

“MNZ Protective Provisions Plan” means the plan dated 3 November 2025 with reference FLO-MOR-GIS-MAP039a-V3-Protective Provisions-Rev001 and certified as the MNZ Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“offshore substation platform” or “OSP” means Work No. 2(a) forming Part 1 of Schedule 1 to the Order but excluding transition pieces;

“pipeline” means—

(a) the decommissioned 24 inch gas DP3 to CPC pipeline with pipeline reference number PL195; and

(b) the decommissioned 2 inch CPC to DP3 pipeline with pipeline reference number PL205;

shown purple and annotated as PL195 & PL205 on the MNZ Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, which is partially shown (insofar as the pipeline and cable are located within the Order limits)



edged pink and annotated as the pipeline and cable proximity area on the MNZ Protective Provisions Plan;

“proposed CCS injection platform” means the licensee’s proposed injection platform, to be located in the position marked “SM W 2” shown with a red circle edged black and annotated as SM W 2 on the MNZ Protective Provisions Plan;

“temporary surface infrastructure” means any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include:

- (i) temporary surface infrastructure in transit;
- (ii) vessels undertaking geotechnical, geophysical or other surveys, or vessels undertaking sea bed preparation works (insofar as outside the WTG and OSP aviation CCS enduring buffer zone, WTG and OSP marine CCS buffer zone, well buffer zone and pipeline and cable proximity area); or
- (iii) temporary surface infrastructure used for the construction of WTGs, offshore platforms, transition pieces or inter-array cables where the erection of such WTGs, offshore platforms, transition pieces or inter-array cables is permitted (at that time and in that place) by paragraph 3.

“transition piece” means the connecting piece of infrastructure which connects a foundation to a tower, any wind turbine generator foundation or any offshore substation platform foundation (none of which shall protrude from the water above a maximum of 30 metres above mean sea level);

“well buffer zone” means

- (a) in respect of each legacy well DP3 (C1-5) 110/8-2 and 110-8a-C5 Relief a five hundred metre (500m) radius buffer shown by pale blue shading edged grey and annotated as well buffer zone on the MNZ Protective Provisions Plan; and
- (b) in respect of legacy well 110/8A-7 a five hundred metre (500m) radius buffer of clear seabed space shown by pale blue shading edged grey and annotated as well buffer zone on the MNZ Protective Provisions Plan but with exception that wind turbine generator blades would be permitted to over sail up to the limit of a four hundred metre (400m) radius buffer shown hatched light purple and edged purple and annotated as the well over sail buffer zone on the MNZ Protective Provisions Plan;

“well cable buffer zone” means a five hundred metre (500 m) radius buffer zone around the legacy wells shown hatched dark green and annotated as the well cable buffer zones on the MNZ Protective Provisions Plan;

“wind turbine generator” or “WTG” means Work No. 1(a) forming Part 1 of Schedule 1 to this Order but excluding transition pieces;

“WTG and OSP aviation CCS enduring buffer zone” means an area of one point nine nautical miles (1.9 nm) of unobstructed airspace measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown edged blue and annotated as the WTG and OSP aviation CCS enduring buffer zone on the MNZ Protective Provisions Plan;

“WTG and OSP marine CCS buffer zone” means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from the proposed CCS injection platform in all directions and shown edged in light green and annotated as the WTG and OSP marine CCS buffer zone on the MNZ Protective Provisions Plan;

### **Restriction on authorised development**

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables of the pipeline and cable proximity area that are the subject of a crossing agreement between the undertaker and licensee), offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the pipeline and cable proximity area or the WTG and OSP marine CCS buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(2) No vessel or surface infrastructure or temporary surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within five hundred metres (500 m) of any of the proposed CCS injection platform at any time nor within five hundred metres (500 m) of any of the legacy wells (whilst any rig or other vessel owned, controlled or instructed by the licensee, is present at this location) unless otherwise agreed in writing between the licensee and the undertaker.

(3) In the case of temporary surface infrastructure the licensee may not unreasonably withhold consent where the undertaker has been reasonably requested to place temporary surface infrastructure in the pipeline and cable proximity area or the WTG and OSP marine CCS buffer zone by a statutory consultee.

(4) No wind turbine generator, inter-array cables, offshore substation platform, transition piece or temporary surface infrastructure shall be erected in the WTG and OSP aviation CCS enduring buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(5) No wind turbine generator, inter-array cables, offshore substation platform, transition piece or temporary surface infrastructure shall be erected in any well buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(6) No new cable associated with the authorised development shall be laid within the well cable buffer zone.

#### **Simultaneous operations**

4. Prior to commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to agree arrangements in a co-existence agreement incorporating relevant standard UK oil and gas industry proximity agreement terms for the coordination of access and simultaneous operations to include (but not be limited to) the provision of; schedules of and scope of works; design specifications; proposed timing of the execution of works; methods of working; navigation routes; and a notifications procedure.

#### **Cooperation**

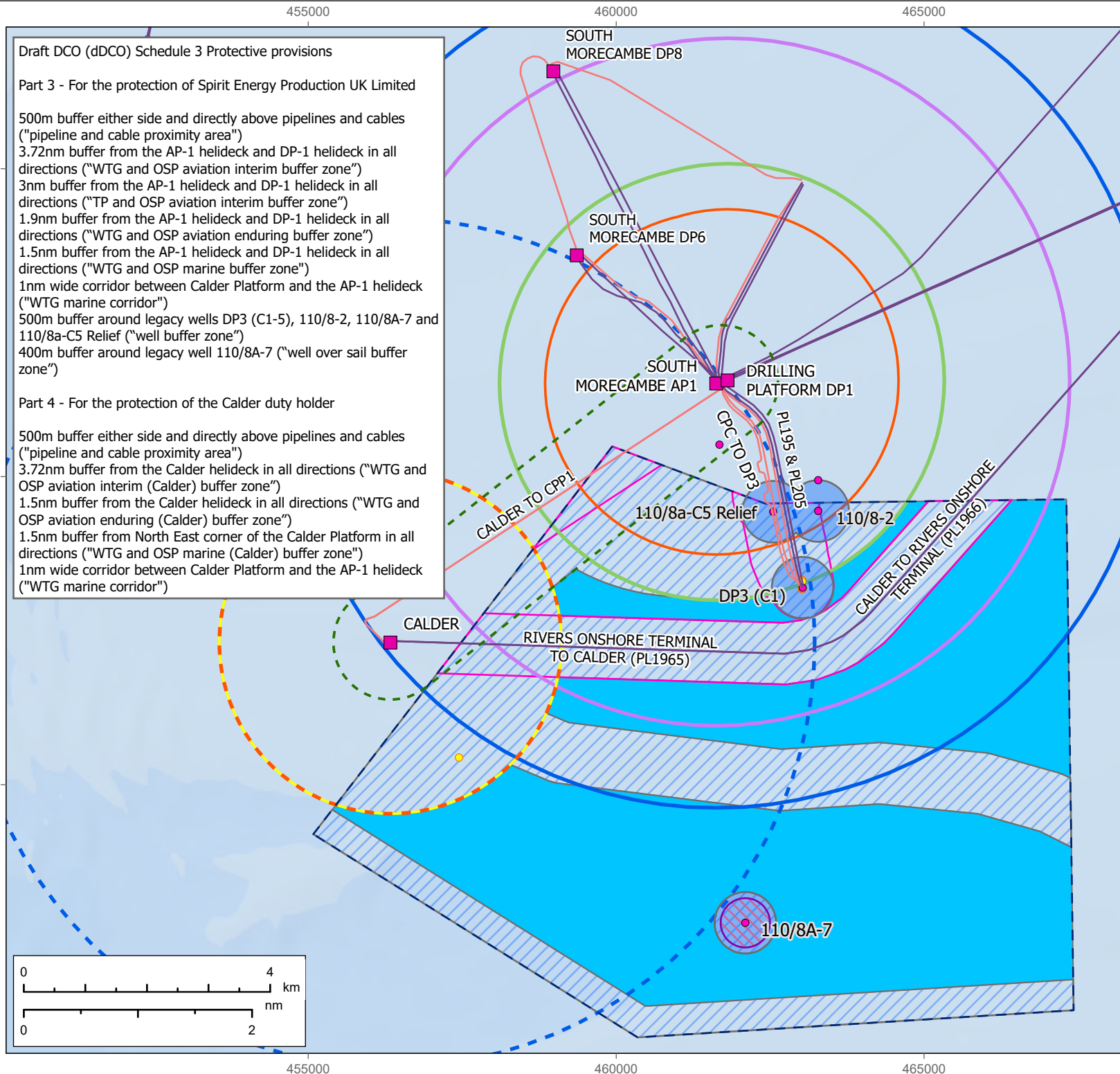
5. The undertaker and the licensee must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part of this Schedule.

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall as soon as reasonably practicable following a request provide to the other programme information in relation to their development proposals and activities within or adjacent to the Order limits or any buffer zone and from time to time keep each other informed of any revisions to the previously provided programme such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable.

#### **Arbitration**

7. Any difference arising between the undertaker and the licensee under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

## Appendix A.2: Agreed Protective Provisions Plans



**Draft DCO (dDCO) Schedule 3 Protective provisions**

**Part 3 - For the protection of Spirit Energy Production UK Limited**

500m buffer either side and directly above pipelines and cables ("pipeline and cable proximity area")  
3.72nm buffer from the AP-1 helideck and DP-1 helideck in all directions ("WTG and OSP aviation interim buffer zone")  
3nm buffer from the AP-1 helideck and DP-1 helideck in all directions ("TP and OSP aviation interim buffer zone")  
1.9nm buffer from the AP-1 helideck and DP-1 helideck in all directions ("WTG and OSP aviation enduring buffer zone")  
1.5nm buffer from the AP-1 helideck and DP-1 helideck in all directions ("WTG and OSP marine buffer zone")  
1nm wide corridor between Calder Platform and the AP-1 helideck ("WTG marine corridor")  
500m buffer around legacy wells DP3 (C1-5), 110/8-2, 110/8A-7 and 110/8a-C5 Relief ("well buffer zone")  
400m buffer around legacy well 110/8A-7 ("well over sail buffer zone")

**Part 4 - For the protection of the Calder duty holder**

500m buffer either side and directly above pipelines and cables ("pipeline and cable proximity area")  
3.72nm buffer from the Calder helideck in all directions ("WTG and OSP aviation interim (Calder) buffer zone")  
1.5nm buffer from the Calder helideck in all directions ("WTG and OSP aviation enduring (Calder) buffer zone")  
1.5nm buffer from North East corner of the Calder Platform in all directions ("WTG and OSP marine (Calder) buffer zone")  
1nm wide corridor between Calder Platform and the AP-1 helideck ("WTG marine corridor")

**LEGEND**

- Morecambe Offshore Windfarm site
- Constrained area
- Unconstrained area
- Pipeline and cable proximity area
- TP and OSP aviation interim buffer zone
- WTG and OSP aviation interim buffer zone
- WTG and OSP aviation interim (Calder) buffer zone
- WTG and OSP aviation enduring buffer zone
- WTG and OSP aviation enduring (Calder) buffer zone
- WTG and OSP marine buffer zone
- WTG and OSP marine (Calder) buffer zone
- WTG marine corridor
- Well buffer zone
- Well over sail buffer zone
- Platform
- Legacy wells
- Wells
- Pipeline
- Cable

Data:  
NSTA, MMO  
Esri, HERE, Garmin, USGS  
Esri, HERE  
OceanWise, Esri, Garmin, NaturalVue

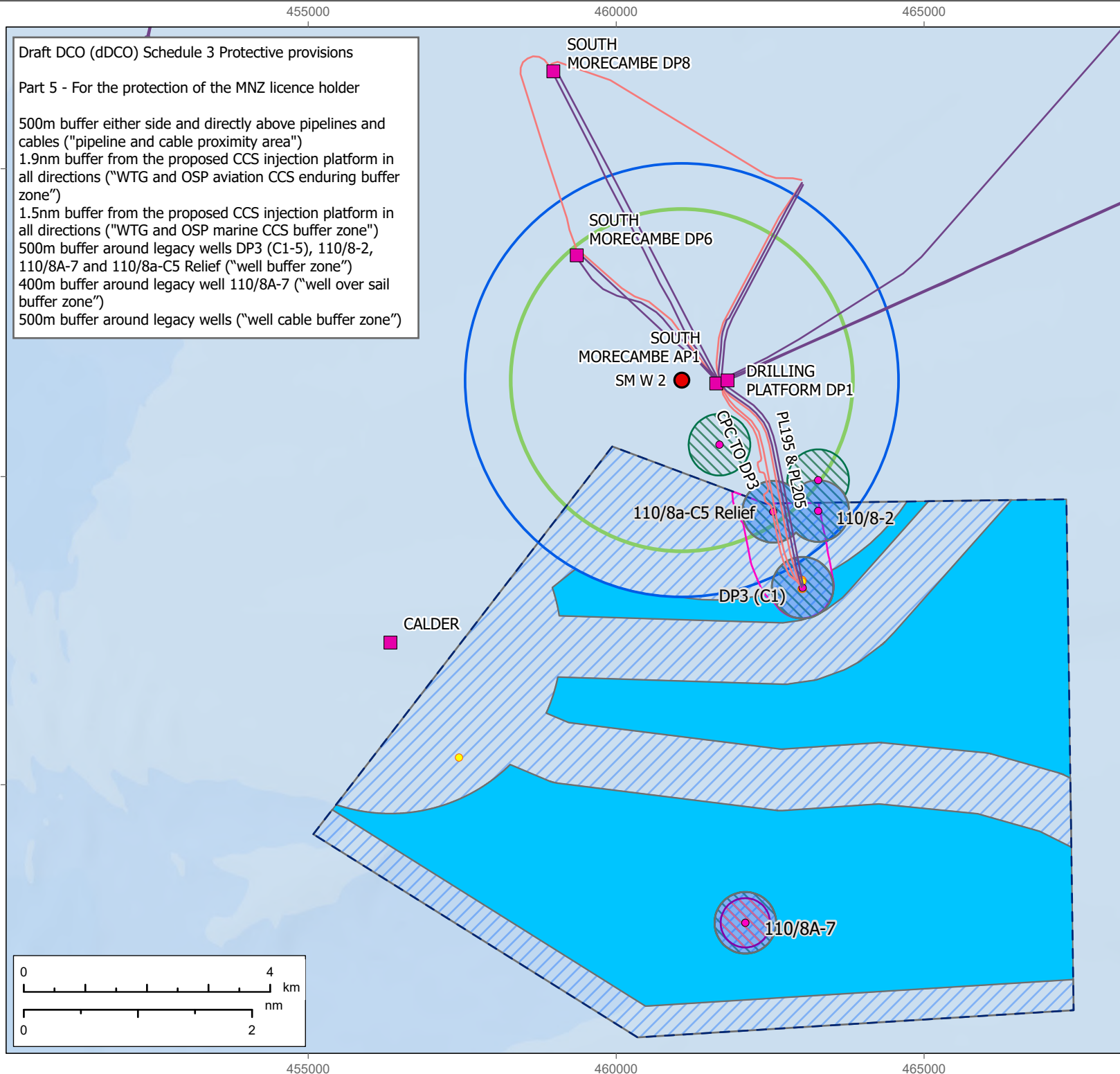
**PROJECT:** MORECAMBE OFFSHORE WINDFARM: GENERATION ASSETS

**TITLE:** Spirit Protective Provisions Plan

REV	DATE	COMMENTS	DRAWN	CHECKED
001	03/11/2025		SK	OG

ARCGIS REF: FLO\_MOR\_GIS\_PRJ001\_MOR\_GenDCO\_PP\_Rev001  
DRAWING: FLO-MOR-GIS-MAP038a-V3-Protective Provisions-Rev001

SCALE:	PAGE SIZE:	COORDINATE SYSTEM:
1:85,000	A4	WGS 1984 UTM Zone 30N



Draft DCO (dDCO) Schedule 3 Protective provisions

Part 5 - For the protection of the MNZ licence holder

500m buffer either side and directly above pipelines and cables ("pipeline and cable proximity area")

1.9nm buffer from the proposed CCS injection platform in all directions ("WTG and OSP aviation CCS enduring buffer zone")

1.5nm buffer from the proposed CCS injection platform in all directions ("WTG and OSP marine CCS buffer zone")

500m buffer around legacy wells DP3 (C1-5), 110/8-2, 110/8A-7 and 110/8a-C5 Relief ("well buffer zone")

400m buffer around legacy well 110/8A-7 ("well over sail buffer zone")

500m buffer around legacy wells ("well cable buffer zone")



- LEGEND**
- Morecambe Offshore Windfarm site
  - Unconstrained area
  - Constrained area
  - Pipeline and cable proximity area
  - WTG and OSP aviation CCS enduring buffer zone
  - WTG and OSP marine CCS buffer zone
  - Well buffer zone
  - Well over sail buffer zone
  - Well cable buffer zone
  - Proposed CCS injection platform
  - Platform
  - Legacy wells
  - Wells
  - Pipeline
  - Cable

Data:  
NSTA, MMO  
Esri, HERE, Garmin, USGS  
Esri, HERE  
OceanWise, Esri, Garmin, NaturalVue


PROJECT: MORECAMBE OFFSHORE WINDFARM:  
GENERATION ASSETS

TITLE: MNZ Protective Provisions Plan

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DRAWING: FLO-MOR-GIS-MAP039a-V3-Protective Provisions-Rev001

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 **MORECAMBE**