

Spirit Energy - Proposed draft 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 incurred by the licensee in carrying out the licensee’s operations as a result of the construction, operation or decommissioning of the authorised development;

“AP-1 helideck” means the helideck located on the accommodation platform at the 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 pink and annotated as CPC to DP3 on the Spirit Licence 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;

“consequential loss” means—

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

(b) 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 of hydrocarbons, any inability to produce, process or deliver 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 any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;

(iv) loss of bargain, contract, expectation or opportunity; or

(v) 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 the 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)
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DP-8 helideck	53° 53' 26.724" N	003° 37' 27.233" W
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"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);

"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

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;

"offshore substation platform" or "OSP" means Work No. 2(a) forming Part 1 of Schedule 1 to this Order including foundations;

"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.

"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 light green and annotated as CPC to DP3 on the Spirit Licence 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 shown shaded yellow and annotated as the Pipeline and Cable Proximity Area on the Spirit Licence Protective Provisions Plan;

“Spirit Licence Protective Provisions Plan” means the plan certified as the Spirit Licence 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 temporary surface infrastructure in transit;

“well buffer zone” means a one nautical mile (1 nm) radius buffer zone around each legacy well shown edged with a dashed black line and annotated as the well buffer zones on the Spirit Licence Protective Provisions Plan;

“wind turbine generator” or “WTG” means Work No. 1(a) from Part 1 of Schedule 1 to this Order including foundations;

“WTG and OSP aviation buffer zone” means an area of three point seven six nautical miles (3.76 nm) of unobstructed airspace measured from each of the helidecks in all directions and extending vertically from mean sea level shown to its southern extent shaded blue and edged grey and annotated as the WTG and OSP aviation buffer zones on the Spirit Licence 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 light blue and annotated as the WTG and OSP marine buffer zones on the Spirit Licence Protective Provisions Plan;

“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 dark green and annotated as the WTG marine corridor on the Spirit Licence Protective Provisions Plan.

Restriction on authorised development

3.—(1) No wind turbine generator, inter-array cables, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, any WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the licensee and the undertaker.

(2) No vessel or 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 one nautical mile (1 nm) 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) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in any of the WTG and OSP aviation buffer zones unless otherwise agreed in writing between the licensee and the undertaker until after the O&G Decommissioning Date.

(4) No wind turbine generator, inter-array cables, offshore substation platform 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 for the coordination of 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.

Financial security arrangements

6. Prior to commencing construction of the authorised development the undertaker must provide evidence to the licensee that it has first put in place suitably robust arrangements to ensure that it can meet any liabilities and obligations under this Part of this Schedule. Such arrangements shall be maintained during the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development unless otherwise agreed in writing by the licensee (such agreement not to be unreasonably withheld).

Costs

7.-(1) The undertaker must reimburse the licensee in respect of 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 functions under these protective provisions.

(2) The undertaker must reimburse the licensee for any additional costs.

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

(4) 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 refer the matter to arbitration pursuant to paragraph 9 of this Part of this Schedule.

(5) 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 (4)(a) above or final decision and award of additional costs pursuant to arbitration.

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

Indemnity

8. The undertaker shall be solely responsible for and shall defend, indemnify and hold harmless the licensee against all losses, damages, costs, claims, liabilities, liens, debts, charges expenses (including but not limited to legal expenses), causes of action of whatever nature and any payment made pursuant to an extra judicial settlement arising 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) in connection with:

(a) personal injury to or sickness, disease or death of personnel (including its officers, directors, employees, contractors, consultants or agency personnel) of the licensee;

(b) loss of, recovery of, or damage to any property of the licensee (including any of licensee's asset infrastructure or any marine and aeronautical vehicles, equipment, machinery, tools, materials, supplies and other objects or items owned, rented, leased, chartered or otherwise belonging to the licensee);

- (c) pollution (including any spillage, release, emission to atmosphere or seepage of hydrocarbons) emanating from any property of the licensee; and
- (d) consequential loss suffered by the licensee.

Arbitration

9. 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.

Drafting note

The following details will require to be added to Table 5, Schedule 8 of the Development Consent Order in the case that these protective provisions are granted to incorporate the Spirit Licence Protective Provisions Plan into the Development Consent Order as a document to be certified.

SLPPPR115042025 Spirit Licence Protective Provisions Plan 15 April 2025

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 incurred by the duty holder in carrying out the duty holder’s operations as a result of the construction, operation or decommissioning of the authorised development;

“AP-1 helideck” means the helideck located on the accommodation platform at the 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 pink and annotated as Calder to CPC on the Calder Duty Holder 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—

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

(b) 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 of hydrocarbons, any inability to produce, process or deliver 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 any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;

(iv) loss of bargain, contract, expectation or opportunity; or

(v) 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 Platform 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;

“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

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

“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 light green and annotated as the Calder to Rivers Onshore Terminal (PL1966) and Rivers Onshore Terminal to Calder (PL1965) on the Calder Duty Holder 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 shown shaded yellow and annotated as the Pipeline and Cable Proximity Area on the Calder Duty Holder Protective Provisions Plan;

“Calder Duty Holder Protective Provisions Plan” means the plan certified as the Calder Duty Holder 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 temporary surface infrastructure in transit;

“wind turbine generator” or “WTG” means Work No. 1(a) from Part 1 of Schedule 1 to this Order including foundations;

“WTG and OSP aviation buffer zone” means an area of three point seven six nautical miles (3.76 nm) of unobstructed airspace measured from the Calder helideck in all directions and extending vertically from mean sea level shown shaded blue and edged grey and annotated as the WTG and OSP aviation buffer zone on the Calder Duty Holder Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one point five nautical mile (1.5 nm) of unobstructed sea space measured from the North East corner of the Calder Platform in all directions

shown edged in light blue and annotated as the WTG and OSP marine buffer zone on the Calder Duty Holder Protective Provisions Plan;

“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 dark green and annotated as the WTG marine corridor on the Calder Duty Holder Protective Provisions Plan.

Restriction on authorised development

3.—(1) No wind turbine generator, inter-array cables, offshore substation platform 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 duty holder and the undertaker.

(2) No vessel or 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 one nautical mile (1 nm) of the Calder Platform unless otherwise agreed in writing between the duty holder and the undertaker.

(3) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the WTG and OSP aviation buffer zone 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 for the coordination of 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.

Financial security arrangements

6. Prior to commencing construction of the authorised development the undertaker must provide evidence to the duty holder that it has first put in place suitably robust arrangements to ensure that it can meet any liabilities and obligations under this Part of this Schedule. Such arrangements shall be maintained during the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development unless otherwise agreed in writing by the duty holder (such agreement not to be unreasonably withheld).

Costs

7.-(1) The undertaker must reimburse the duty holder in respect of 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 functions under these protective provisions.

(2) The undertaker must reimburse the duty holder for any additional costs.

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

(4) 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 refer the matter to arbitration pursuant to paragraph 9 of this Part of this Schedule.

(5) 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 (4)(a) above or final decision and award of additional costs pursuant to arbitration.

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

Indemnity

8. The undertaker shall be solely responsible for and shall defend, indemnify and hold harmless the duty holder against all losses, damages, costs, claims, liabilities, liens, debts, charges expenses (including but not limited to legal expenses), causes of action of whatever nature and any payment

made pursuant to an extra judicial settlement arising 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) in connection with:

- (a) personal injury to or sickness, disease or death of personnel (including its officers, directors, employees, contractors, consultants or agency personnel) of the duty holder;
- (b) loss of, recovery of, or damage to any property of the duty holder (including any of duty holder's asset infrastructure or any marine and aeronautical vehicles, equipment, machinery, tools, materials, supplies and other objects or items owned, rented, leased, chartered or otherwise belonging to the duty holder);
- (c) pollution (including any spillage, release, emission to atmosphere or seepage of hydrocarbons) emanating from any property of the duty holder; and
- (d) consequential loss suffered by the duty holder.

Arbitration

9. 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.

Drafting note

The following details will require to be added to Table 5, Schedule 8 of the Development Consent Order in the case that these protective provisions are granted to incorporate the Calder Duty Holder Protective Provisions Plan into the Development Consent Order as a document to be certified.

CDHPPR115042025 Calder Duty Holder Protective Provisions Plan 15 April 2025

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—

“additional costs” means any additional costs incurred by the duty holder in carrying out the duty holder’s operations as a result of the construction, operation or decommissioning of the authorised development;

“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 pink and annotated as CPC to DP3 on the MNZ Protective Provisions Plan;

“consequential loss” means—

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

(b) the following irrespective of whether direct, indirect or consequential loss—

(i) loss or damage arising out of any delay, postponement, interruption or loss of containment of carbon dioxide, any inability to store, process or accept delivery of carbon dioxide 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 any contract for sale, exchange, transportation, processing, storage or other disposal of carbon dioxide;

(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;

(iv) loss of bargain, contract, expectation or opportunity; or

(v) 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;

“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;

“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 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 to the Order including foundations;

“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 light green and annotated as CPC to DP3 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 shown shaded yellow 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 temporary surface infrastructure in transit;

“well buffer zone” means a one nautical mile (1 nm) radius buffer zone around each of the legacy wells shown edged with a dashed black line and annotated as the well buffer zones on the MNZ Protective Provisions Plan;

“well cable buffer zone” means a two hundred metre (200 m) radius buffer zone around the legacy wells shown edged with a dashed red line and annotated as the well cable buffer zones on the MNZ Protective Provisions Plan.

“wind turbine generator” or “WTG” means Work No. 1(a) from Part 1 of Schedule 1 to this Order including foundations;

“WTG and OSP aviation buffer zone” means an area of three point seven six nautical miles (3.76 nm) of unobstructed airspace measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown to its southern extent shaded blue and edged grey and annotated as the WTG and OSP aviation buffer zone on the MNZ 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 the proposed CCS injection platform in all directions and extending vertically from mean sea level shown edged in light blue and annotated as the WTG and OSP marine buffer zone on the MNZ Protective Provisions Plan;

“WTG and OSP marine corridor” means a one nautical mile (1 nm) wide corridor of unobstructed sea space for separate access and egress for rigs and construction vessels to the legacy wells and the proposed CCS injection platform.

Restriction on authorised development

3.—(1) No wind turbine generator, inter-array cables, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area or the WTG and OSP marine buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(2) No vessel or 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 one nautical mile (1 nm) of the Proposed MNZ injection platform at any time nor within five hundred metres (500 m) 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 with the licensee.

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

(5) No wind turbine generator, inter-array cables, offshore substation platform or temporary surface infrastructure shall be erected in the well buffer zone or the WTG and OSP marine corridor 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 for the coordination of 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.

Financial security arrangements

6. Prior to commencing construction of the authorised development the undertaker must provide evidence to the licensee that it has first put in place suitably robust arrangements to ensure that it can meet any liabilities and obligations under this Part of this Schedule. Such arrangements shall be maintained during the construction, operation, maintenance, repair, replacement and

decommissioning of the authorised development unless otherwise agreed in writing by the licensee (such agreement not to be unreasonably withheld).

Costs

7.-(1) The undertaker must reimburse the licensee in respect of 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 functions under these protective provisions.

(2) The undertaker must reimburse the licensee for any additional costs.

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

(4) 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 refer the matter to arbitration pursuant to paragraph 9 of this Part of this Schedule.

(5) 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 (4)(a) above or final decision and award of additional costs pursuant to arbitration.

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

Indemnity

8. The undertaker shall be solely responsible for and shall defend, indemnify and hold harmless the licensee against all losses, damages, costs, claims, liabilities, liens, debts, charges expenses (including but not limited to legal expenses), causes of action of whatever nature and any payment made pursuant to an extra judicial settlement arising 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) in connection with:

(a) personal injury to or sickness, disease or death of personnel (including its officers, directors, employees, contractors, consultants or agency personnel) of the licensee;

- (b) loss of, recovery of, or damage to any property of the licensee (including any of licensee's asset infrastructure or any marine and aeronautical vehicles, equipment, machinery, tools, materials, supplies and other objects or items owned, rented, leased, chartered or otherwise belonging to the licensee);
- (c) pollution (including any spillage, release, emission to atmosphere or seepage of hydrocarbons) emanating from any property of the licensee; and
- (d) consequential loss suffered by the licensee.

Arbitration

9. 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.

Drafting note

The following details will require to be added to Table 5, Schedule 8 of the Development Consent Order in the case that these protective provisions are granted to incorporate the MNZ Protective Provisions Plan into the Development Consent Order as a document to be certified.

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