

Explanatory Notes

1. These protective provisions have been developed in conjunction with the Applicant on the basis that a confidential commercial agreement will also be entered into. Perenco's proposal and acceptance of these protective provisions is subject to such an agreement (the drafting of which is currently nearing agreement between Perenco and the Applicant) being entered into.
2. Comments in the protective provisions below highlight minor differences from the version Perenco understand the Applicant to be submitting. The main difference arises from a difference in the results obtained from calculations by Perenco's communications experts and the Applicant's experts. A meeting of the two sets of experts has been arranged and it is hoped that a common view will be reached.

PART 11

Protection for Perenco Gas (UK) Limited, Perenco North Sea Limited, Everard Energy Limited, Ithaca MA Limited, and RockRose (UKCS2) Limited

Application

1. The following provisions apply for the protection of the owner from time to time of the Excalibur Assets, the Galahad Assets, the Lancelot Assets, the Malory Assets, the Pickerill Assets and the Waveney Assets.

Interpretation

2. In this Part of this Schedule—

“assets” means the Excalibur Assets, the Galahad Assets, the Lancelot Assets, the Malory Assets, the Pickerill Assets and the Waveney Assets;

“aviation corridor” means the 1400 metre wide corridor of clear airspace (measured tip to tip from one wind turbine generator to another) as shown delineated in grey and annotated and shown as the ‘aviation corridor’ on the Perenco protective provisions plan;

“block” means a block of the United Kingdom Continental Shelf designated as such on the map deposited at the principal office of the North Sea Transition Authority;

“co-existence and proximity agreement” means an agreement entered on reasonable terms between the undertaker and the owner in respect of the undertaker’s works and owner’s works to reconcile and protect the interests of the parties as are known at the time to secure the implementation of the undertaker’s works and the owner’s works;

“Excalibur Assets” means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Excalibur Licence or, following relinquishment of the Excalibur Licence, the facilities and infrastructure subject to a decommissioning programme related to the Excalibur Licence approved by OPRED, including the Excalibur platform annotated as the ‘Excalibur Platform’ on the Perenco protective provisions plan;

“Excalibur Licence” means United Kingdom Petroleum Production Licence P461 in respect of block 48/12c and United Kingdom Petroleum Production Licence P025 in respect of block 48/17a and 48/17b in relation to the Excalibur Assets;

“Excalibur to Lancelot communications corridor” means a cylindrical shaped corridor, with a [100] metre radius cross section, centred on the communication line between the Excalibur Assets and the Lancelot Assets in the axial direction (said communication line as shown coloured pink and annotated and shown as the ‘Excalibur to Lancelot communications line’ on the Perenco protective provisions plan);

“Galahad Assets” means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Galahad Licence or, following relinquishment of the Galahad Licence, the facilities and infrastructure subject to a decommissioning programme related to the Galahad Licence approved by OPRED, including the Galahad platform annotated as the ‘Galahad Platform’ on the Perenco protective provisions plan;

“Galahad Decommissioning Programme” means the decommissioning programme as approved by OPRED and as amended from time to time for the decommissioning of the Galahad Assets;

“Galahad Licence” means the now surrendered United Kingdom Petroleum Production Licence P142 in respect of blocks 48/12a (ALL) and 48/13b (Excluded Area Includes Galahad) in relation to the Galahad Assets;

“Galahad marine corridor” means a 1000 metre wide corridor (being 500 metres either side of the 12 inch diameter Galahad pipeline PL1166 (measured from the centre line of the pipeline)) as shown delineated in black and coloured red and annotated and shown as the ‘Galahad marine corridor’ on the Perenco protective provisions plan;

Commented [MOU1]: The Applicant’s and Perenco’s technical experts are scheduled to meet shortly to resolve the difference in their modelling results which has led to this difference in drafting between the Applicant (who have stated 50m) and Perenco.

“Galahad Works” means the decommissioning of the Galahad Assets in accordance with the Galahad Decommissioning Programme, but excluding any post-decommissioning monitoring and evaluation;

“Galahad WTG exclusion zone” means an area of 1200 metre radius measured from the centre of the Galahad Assets production helideck and shown delineated in grey and coloured blue and annotated and shown as the ‘Galahad WTG exclusion zone’ on the Perenco protective provisions plan;

“Lancelot Assets” means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Lancelot Licence or, following relinquishment of the Lancelot Licence, the facilities and infrastructure subject to a decommissioning programme related to the Lancelot Licence approved by OPRED, including the Lancelot platform annotated as the ‘Lancelot Platform’ on the Perenco protective provisions plan;

“Lancelot Licence” means United Kingdom Petroleum Production Licence P25 in respect of blocks 48/17a (HDLA) and 48/18a (HDLA) and United Kingdom Petroleum Production Licence P463 in respect of block 48/17b (LANCE) in relation to the Lancelot Assets;

“Lancelot to Waveney communications corridor” means a cylindrical shaped corridor, with a [100] metre radius cross section, centred on the communication line between the Lancelot Assets and the Waveney Assets in the axial direction (said communication line as shown coloured blue and annotated and shown as the ‘Lancelot to Waveney communications line’ on the Perenco protective provisions plan);

“licences” means the Excalibur Licence, the Galahad Licence, the Lancelot Licence, the Malory Licence, the Pickerill Licence and the Waveney Licence;

“licensee” means the licensee from time to time of the relevant licences;

“Malory Assets” means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Malory Licence or, following relinquishment of the Malory Licence, the facilities and infrastructure subject to a decommissioning programme related to the Malory Licence approved by OPRED, including the Malory platform annotated as the ‘Malory Platform’ on the Perenco protective provisions plan;

“Malory Licence” means United Kingdom Petroleum Production Licence P461 in respect of blocks 48/12f (REST) and 48/12c (REST) and United Kingdom Petroleum Production Licence P844 in respect of block 48/12d (F) in relation to the Malory Assets;

“Malory marine corridor” means a 1000 metre wide corridor as shown cross-hatched blue and annotated and shown as the ‘Malory marine corridor’ on the Perenco protective provisions plan;

“Malory to Excalibur communications corridor” means a cylindrical shaped corridor, with a [100] metre radius cross section, centred on the communication line between the Malory Assets and the Excalibur Assets in the axial direction (said communication line as shown coloured orange and annotated and shown as the ‘Malory to Excalibur communications line’ on the Perenco protective provisions plan);

“Malory Works” means the operation of the Malory Assets in accordance with the Malory Licence and the decommissioning of the Malory Assets in accordance with a decommissioning programme to be approved by OPRED and as amended from time to time, but excluding any post-decommissioning monitoring and evaluation;

“Malory WTG exclusion zone” means an area of 2500 metre radius measured from the centre of the Malory Assets production helideck and shown delineated grey and coloured green and annotated and shown as the ‘Malory WTG exclusion zone’ on the Perenco protective provisions plan;

“ministerial statement” means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

“owner” means the licensee until such time as the relevant licences are relinquished following cessation of production at the relevant assets, and thereafter the party responsible for decommissioning the relevant facilities and infrastructure in accordance with a decommissioning programme approved by OPRED until such time as the OPRED notice is issued;

“owner’s works” means the Galahad Works, the Malory Works and the Pickerill Works;

“OPRED” means the Offshore Petroleum Regulator for Environment and Decommissioning;

Commented [MOU2]: The Applicant’s and Perenco’s technical experts are scheduled to meet shortly to resolve the difference in their modelling results which has led to this difference in drafting between the Applicant (who have stated 50m) and Perenco.

Commented [MOU3]: The Applicant’s and Perenco’s technical experts are scheduled to meet shortly to resolve the difference in their modelling results which has led to this difference in drafting between the Applicant (who have stated 50m) and Perenco.

“OPRED notice” means a letter or notice from OPRED confirming the acceptance of the close-out report submitted by or on behalf of the relevant owner indicating that OPRED is satisfied that the permanent decommissioning of the Galahad Assets, the Malory Assets or the Pickerill Assets has been completed;

“Perenco protective provisions plan” means the plan entitled the Perenco protective provisions plan and certified as the Perenco protective provisions plan for the purposes of this Part of this Schedule;

“Pickerill Assets” means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Pickerill Licence or the facilities and infrastructure subject to the Pickerill Decommissioning Programme, including the Pickerill A platform annotated as the ‘Pickerill A Platform’ and the Pickerill B platform annotated as the ‘Pickerill B Platform’ on the Perenco protective provisions plan;

“Pickerill Decommissioning Programme” means the decommissioning programme as approved by OPRED and as amended from time to time for the decommissioning of the facilities and infrastructure related to the Pickerill Licence;

“Pickerill Licence” means the United Kingdom Petroleum Production Licence P37, Licence P460, Licence P461 and Licence P463 in respect of block 48/11A, block 48/11B, block 48/12c and block 48/17f in respect of the Pickerill Assets;

“Pickerill marine corridor” means a 1000 metre wide corridor (being 500 metres either side of the 16 inch diameter Pickerill pipeline PL816 and the 24 inch diameter Pickerill pipeline PL818 (measured from the centre line of each pipeline)), as shown cross-hatched black and annotated and shown as the ‘Pickerill marine corridor’ on the Perenco protective provisions plan;

“Pickerill Works” means the decommissioning of the Pickerill Assets in accordance with the Pickerill Decommissioning Programme, but excluding any post-decommissioning monitoring and evaluation;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s works and owner’s works within, or adjacent to the aviation corridor, the communications corridor, the marine corridor or a WTG exclusion zone, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks;

“relevant marine corridor” means—

- (a) the Galahad marine corridor in respect of Galahad Assets;
- (b) the Malory marine corridor in respect of the Malory Assets; and
- (c) the Pickerill marine corridor in respect of the Pickerill Assets;

“undertaker’s works” means the offshore works permitted by this Order;

“Waveney Assets” means the facilities and infrastructure owned, operated, leased or otherwise contracted to the owner for the purposes of the Waveney Licence or, following relinquishment of the Waveney Licence, the facilities and infrastructure subject to a decommissioning programme related to the Waveney Licence approved by OPRED, including the Waveney platform annotated as the ‘Waveney Platform’ on the Perenco protective provisions plan;

“Waveney Licence” means United Kingdom Petroleum Production Licence P780 in respect of block 48/17c (ALL) in respect of the Waveney Assets;

“West Sole A to Excalibur communications corridor” means a cylindrical shaped corridor, with a [100] metre radius cross section, centred on the communication line between the West Sole A platform (located in the area annotated and shown as the ‘West Sole A Platform on the Perenco protective provisions plan) and the Excalibur Assets in the axial direction (said communication line as shown coloured mauve and annotated and shown as the ‘West Sole A to Excalibur communications line’ on the Perenco protective provisions plan);

“West Sole A to Lancelot communications corridor” means a cylindrical shaped corridor, with a [100] metre radius cross section, centred on the communication line between the West Sole A platform (located in the area annotated and shown as the ‘West Sole A Platform on the Perenco protective provisions plan) and the Lancelot Assets in the axial direction (said communication line as shown coloured green and annotated and shown as the ‘West Sole A to Lancelot communications line’ on the Perenco protective provisions plan);

Commented [MOU4]: The Applicant’s and Perenco’s technical experts are scheduled to meet shortly to resolve the difference in their modelling results which has led to this difference in drafting between the Applicant (who have stated 50m) and Perenco.

Commented [MOU5]: The Applicant’s and Perenco’s technical experts are scheduled to meet shortly to resolve the difference in their modelling results which has led to this difference in drafting between the Applicant (who have stated 50m) and Perenco.

“West Sole A to Malory communications corridor” means a cylindrical shaped corridor, with a [100] metre radius cross section, centred on the communication line between the West Sole A platform (located in the area annotated and shown as the ‘West Sole A Platform on the Perenco protective provisions plan) and the Malory Assets in the axial direction (said communication line as shown coloured yellow and annotated and shown as the ‘West Sole A to Malory communications line’ on the Perenco protective provisions plan);

“West Sole C to Malory communications corridor” means a cylindrical shaped corridor, with a [100] metre radius cross section, centred on the communication line between the West Sole C platform (located in the area annotated and shown as the ‘West Sole C Platform on the Perenco protective provisions plan) and the Malory Assets in the axial direction (said communication line as shown coloured lilac and annotated and shown as the ‘West Sole C to Malory communications line’ on the Perenco protective provisions plan);

Commented [MOU6]: The Applicant’s and Perenco’s technical experts are scheduled to meet shortly to resolve the difference in their modelling results which has led to this difference in drafting between the Applicant (who have stated 50m) and Perenco.

Commented [MOU7]: The Applicant’s and Perenco’s technical experts are scheduled to meet shortly to resolve the difference in their modelling results which has led to this difference in drafting between the Applicant (who have stated 50m) and Perenco.

Restriction on authorised development

3.—(1) Prior to the completion of the Malory works—

- (a) no foundation (excluding scour protection) of any wind turbine generator, offshore accommodation platform or offshore transformer substation or any permanent ancillary works shall be erected in the Malory marine corridor;
- (b) no cable protection shall exceed 5% of navigable depth referenced to Chart Datum in the Malory marine corridor, unless otherwise approved by the MMO under condition 13)(1)(d)(ii)(bb) of the deemed marine licences set out in Schedule 10 (deemed licence under the 2009 Act – generation assets) and Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets); and
- (c) no part of any wind turbine generator shall be erected in the aviation corridor or the Malory WTG exclusion zone,

unless otherwise agreed in writing between the owner and the undertaker.

(2) Prior to completion of the Galahad works—

- (a) no foundation (excluding scour protection) of any wind turbine generator, offshore accommodation platform or offshore transformer substation or any permanent ancillary works shall be erected in the Galahad marine corridor;
- (b) no cable protection shall exceed 5% of navigable depth referenced to Chart Datum in the Galahad marine corridor, unless otherwise approved by the MMO under condition 13)(1)(d)(ii)(bb) of the deemed marine licences set out in Schedule 10 (deemed licence under the 2009 Act – generation assets) and Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets); and
- (c) no part of any wind turbine generator shall be erected in the Galahad WTG exclusion zone,

unless otherwise agreed in writing between the owner and the undertaker.

(3) Prior to completion of the Pickerill works—

- (a) no foundation (excluding scour protection) of any wind turbine generator, offshore accommodation platform or offshore transformer substation or any permanent ancillary works shall be erected in the Pickerill marine corridor; and
- (b) no cable protection shall exceed 5% of navigable depth referenced to Chart Datum in the Pickerill marine corridor, unless otherwise approved by the MMO under condition 13)(1)(d)(ii)(bb) of the deemed marine licences set out in Schedule 10 (deemed licence under the 2009 Act – generation assets) and Schedule 11 (deemed licence under the 2009 Act – offshore transmission assets)

unless otherwise agreed in writing between the owner and the undertaker.

(4) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole C to Malory communications corridor—

- (a) no tower forming part of any wind turbine generator shall be erected in the West Sole C to Malory communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and

- (b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole C to Malory communications corridor until the owner has approved the details to be submitted under paragraph 4.

(5) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole A to Lancelot communications corridor, and the Lancelot to Waveney communications corridor—

- (a) no tower forming part of any wind turbine generator shall be erected in the West Sole A to Lancelot communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and
- (b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole A to Lancelot communications corridor until the owner has approved the details to be submitted under paragraph 4.

(6) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole A to Excalibur communications corridor and the Excalibur to Lancelot communications corridor—

- (a) no tower forming part of any wind turbine generator shall be erected in the West Sole A to Excalibur communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and
- (b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole A to Excalibur communications corridor until the owner has approved the details to be submitted under paragraph 4.

(7) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole A to Malory communications corridor—

- (a) no tower forming part of any wind turbine generator shall be erected in the West Sole A to Malory communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and
- (b) no blades forming part of any wind turbine generator shall be erected in the in the West Sole A to Malory communications corridor until the owner has approved the details to be submitted under paragraph 4.

(8) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the Malory to Excalibur communications corridor—

- (a) no tower forming part of any wind turbine generator shall be erected in the Malory to Excalibur communications corridor, unless otherwise agreed in writing between the owner and the undertaker; and
- (b) no blades forming part of any wind turbine generator shall be erected in the in the Malory to Excalibur communications corridor until the owner has approved the details to be submitted under paragraph 4.

(9) Until such time as the transmitter or receiver of microwave links forming part of the communications systems permanently ceases to transmit or receive microwave links within the West Sole C to Malory communications corridor, the West Sole A to Lancelot communications corridor, the West Sole A to Excalibur communications corridor, the West Sole A to Malory communications corridor or the Malory to Excalibur communications corridor, if any blades forming part of any wind turbine generator prevents the transmission and reception of microwave links within the relevant communication corridor to substantially the same level of performance, reliability and redundancy as existed before the erection of such blades forming part of any wind turbine generator—

- (a) the owner shall notify the undertaker of such interference and provide the undertaker with evidence demonstrating that the transmission and reception of microwave links within the relevant communication corridor is not operating at substantially the same level of performance, and reliability and redundancy as existed before the erection of such blades forming part of any wind turbine generator;

Commented [MOU8]: Perenco believe these to have been unintentional omissions by the Applicant.

- (b) the undertaker shall procure as soon as is reasonably practicable that such blades will be locked in a position that they do not have any part within the relevant communications corridor until such interference is remediated to the reasonable satisfaction of the owner, provided that, without prejudice to paragraph 3(9)(c), the owner shall, as soon as reasonably practicable upon discovering such interference, use reasonable endeavours to explore opportunities to maintain the transmission and reception between the relevant platforms of microwave links with a substantially similar level ~~of~~ performance, reliability and redundancy to the microwave link affected by temporarily utilising another available and existing communications corridor and, after identifying and successfully testing such option, the owner shall notify the undertaker that such blades do not require to be locked in a position that they do not have any part within the relevant communications corridor; and
- (c) the owner and undertaker shall seek to agree and implement, at the undertaker's cost, a technical solution to ensure substantially the same level of performance, reliability and redundancy of transmission and reception of microwave links between the relevant platforms as existed before the erection of such blades forming part of any wind turbine generator, which may include the use of another available communications corridor permanently.

Commented [MOU9]: Perenco believe the corrected wording to have been intended.

Submission and approval of plans

- 4.—(1) Before erecting any blades forming part of any wind turbine generator in the West Sole C to Malory communications corridor, the West Sole A to Lancelot communications corridor, the West Sole A to Excalibur communications corridor, the West Sole A to Malory communications corridor or the Malory to Excalibur communications corridor, the undertaker must submit to the owner a report which demonstrates to the reasonable satisfaction of the owner that the relevant communications corridor will continue to transmit and receive microwave links to substantially the same level of performance and reliability as existed before the erection of such blades forming part of any wind turbine generator and such further particulars available to it as the owner may within 14 days of the receipt of the report reasonably request.
- (2) Any approval of the owner required under this paragraph—
- (a) must not be unreasonably withheld or delayed;
 - (b) shall be deemed to be given if it is—
 - (i) neither given nor refused; or
 - (ii) refused without an indication of the grounds for refusal,within 60 days of the submission of the report submitted under sub-paragraph (1) or where further particulars are submitted under sub-paragraph (1), within 60 days of the submission of those further particulars; and
 - (c) may be given subject to such reasonable requirements or conditions as the owner may have for ensuring that the relevant communications corridor will continue to transmit and receive microwave links to substantially the same level of performance and reliability as existed before the erection of such blades forming part of any wind turbine generator.
- (3) The owner must not withhold approval required under this paragraph except on the ground that the erection of any blades forming part of any wind turbine generator would prevent the transmission and receipt of microwave links in the relevant communications corridor to substantially the same level of performance and reliability as existed before the erection of such blades forming part of any wind turbine generator.
- (4) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

Co-existence and proximity agreement

5.(1) If, at any time the undertaker plans to undertake the undertaker's works or any other work which is in the Malory marine corridor, the Galahad marine corridor or the Pickerill marine corridor, or is within 500m of the Galahad Assets, the Malory Assets, or the Pickerill Assets, the undertaker shall notify the owner and the undertaker and the owner must, unless agreed otherwise, acting reasonably, agree and enter into a co-existence and proximity agreement as soon as reasonably practicable.

(2) the undertaker's works in the locations set out in sub-paragraph (1) must not commence prior to the co-existence and proximity agreement being entered into between the parties, unless it has been agreed by the parties under sub-paragraph (1) that no co-existence and proximity agreement is required.

Provision of information

6. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the assets.

Arbitration

7. Any difference arising between the undertaker and the owner under this Part shall be referred to and settled by arbitration under article 38 (arbitration).