

FOR THE PROTECTION OF PHILLIPS 66 LIMITED

1. For the protection of P66, the following provisions have effect, unless otherwise agreed in writing between the undertaker and P66.
2. In this Part of this Schedule—

"**BPA**" means British Pipeline Agency Limited (company number 01228157) whose registered address is 5-7 Alexandra Road, Hemel Hempstead, Hertfordshire, HP2 5BS;

"**British Safety Standards**" means all relevant standards, codes of practice and technical specifications issued by the British Standards Institution or any successor body, including BS, BS EN and BS EN ISO standards, as amended or replaced from time to time, to the extent applicable to the authorised development;

"**PDUK**" means Prax Downstream UK Limited (in liquidation) (company number 00223114) whose registered office address is 16th Floor 1 Westfield Avenue, London, E20 1HZ, acting by the Official Receiver as Liquidator ("**Liquidator**") and by Matthew Boyd Callaghan, Andrew James Johnson, Joanne Hewitt-Schembri and Samuel Alexander Ballinger, all of FTI Consulting LLP at 200 Aldersgate, Aldersgate Street, London, EC1A 4HD as Special Managers (the "**Special Managers**");

"**PLOR**" means Prax Lindsey Oil Refinery Limited (in liquidation) (company number 00564599) whose registered office address is 16th Floor 1 Westfield Avenue, London, E20 1HZ, acting by the Official Receiver as Liquidator and by the Special Managers;

"**P66**" means Phillips 66 Limited (company number 00529086) whose registered office address is 7th Floor, 200-202 Aldersgate Street, London, EC1A 4HD and includes their respective successors in function in relation to the P66 operations and their respective successors in title in relation to the P66 Operations Land;

"**P66 outline specification**" means the outline crossing specification which is certified by the Secretary of State under article 41 (certification of plans and documents, etc.) for the purposes of this Order;

"**restricted works**" means any works forming any part of the authorised development that will or may affect the P66 operations or access to them including—

- (a) all works (including any enabling works, site preparation, ground investigation, haul road installation, temporary works or energisation) within 15 metres of the P66 operations;
- (b) within 15 metres of any crossing of the P66 operations or rights relating thereto;
- (c) any interference with the P66 operations;
- (d) the use of explosives within 400 metres of the P66 operations; and
- (e) piling, undertaking of a 3D seismic survey or the sinking boreholes within 20 metres of the P66 operations,

whether carried out by the undertaker or any third party in connection with the authorised development;

"**the P66 operations**" means the operations and assets within the Order limits or operations and assets which have the benefit of rights (including access) over the Order limits vested in P66 including any pipeline crossing the Order limits operated by P66 or its authorised agents and used at all times and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) (meaning of "pipe-line") of the Pipe-lines Act 1962;

"**the P66 Operations Land**" means the land on which the P66 operations take place from time

to time and/or land which has the benefit of a right (including access) that is required for the P66 operations from time to time;

"the P66 requirements" means together:

- (a) Linewatch's Booklet for Special Requirements for safe working in close proximity to high pressure pipelines (rev 24.09); and
- (b) Linesearch Before U Dig (LinesearchbeforeUdig Safety Practices - LinesearchbeforeUdig (lsbud.co.uk)); and
- (c) the United Kingdom Onshore Pipeline Operators' Association Good Practice Guides (Good Practice Guides | UKOPA); and
- (d) all relevant statute and regulation (including but not limited to the Pipeline Safety Regulations 1996, the Pipe-lines Act 1962, the Energy Act 2008, the Petroleum Act 1998, the Electricity at Work Regulations 1989)

(all as updated, amended or replaced from time to time)

“works details” means—

- (a) plans, and sections;
- (b) a method statement describing—
 - (i) the exact position of the restricted works;
 - (ii) the level at which the restricted works are proposed to be constructed or renewed relative to the P66 operations;
 - (iii) the manner of the restricted works’ construction or renewal including details of excavation, positioning of plant etc.;
 - (iv) the position of all apparatus;
 - (v) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
 - (vi) any intended maintenance regime;
 - (vii) details of the proposed method of working and timing of execution of the restricted works;
 - (viii) details of vehicle access routes for construction and operational traffic; and
 - (ix) any other information reasonably required by P66 to assess the restricted works and their potential impact on the P66 operations;
- (c) where the restricted works will or may be situated on, over, under or within 15 metres measured in any direction of the P66 operations, or (wherever situated) impose any load directly upon the P66 operations or involve embankment works within 15 metres of the P66 operations, the method statement must also include—
 - (i) the position of the P66 operations; and
 - (ii) by way of detailed drawings, every alteration proposed to be made to the P66 operations; and
- (d) any further particulars provided in response to a request under paragraph 3.

Consent of restricted works under this Part

3. –

- (1) Unless a shorter period is otherwise agreed in writing between the undertaker and P66, not less

than 28 days before commencing the execution of any restricted works, the undertaker must submit to P66 the works details for the restricted works and such further particulars as P66 may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

- (2) No restricted works are to be commenced until the works details in respect of those works submitted under sub-paragraph (1) have been approved by P66 in writing.
- (3) Any approval of P66 required under this paragraph 3 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as P66 may require for the protection of the P66 operations, including but not limited to in respect of the following matters—
 - (a) the continuing safety and operational viability of the P66 operations; and
 - (b) the installation connection and energisation of any mitigation works and infrastructure reasonably necessary to protect the P66 operations as a result of the construction, energisation or operation of the authorised development; and
 - (c) the requirement for P66 to have reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the P66 operations (and at all times in the case of an emergency); and
 - (d) compliance with the P66 requirements; and
 - (e) compliance with relevant British Safety Standards (including but not limited to in respect of AC interference issues).
- (4) Any approval of P66 required under this paragraph 3 including any reasonable requirements required by P66 under sub-paragraph (3), must be made in writing within a period of 28 days (unless a shorter period is otherwise agreed in writing between the undertaker and P66) beginning with the date on which the works details were submitted to P66 under sub-paragraph (1) or the date on which any further particulars requested by P66 under subparagraph (1) were submitted to P66 (whichever is the later). Approval may not be deemed granted by lapse of time and silence does not constitute consent.
- (5) The restricted works must be executed in accordance with the works details approved by P66 under this paragraph 3 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (3) and P66 shall be entitled to watch and inspect the execution of those works provided that for the avoidance of doubt the authorised development may not be energised (or if previously energised must be deenergised immediately) if at any point the authorised development will or has or is likely to cause AC interference on the P66 operations in excess of levels deemed safe pursuant to British Safety Standards.
- (6) In undertaking any restricted works or exercising any rights within 15 metres of the P66 operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the P66 requirements and in accordance with the P66 outline specification unless agreed in writing by P66 and the undertaker acting reasonably and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the P66 operations to establish whether damage occurs or has occurred as a result of the restricted works being undertaken.
- (7) Where any damage occurs to the P66 operations as a result of the restricted works, the undertaker must—
 - (a) immediately cease all work in the vicinity of the damage;
 - (b) notify P66 to enable any repair or replacement to be carried out to the reasonable satisfaction of P66;
 - (c) at the request and election of P66 either:
 - (i) afford P66 all reasonable facilities to enable it to fully and properly repair and test the P66 operations (including running such further internal pipeline inspections as P66 may reasonably require) and pay to P66 all of its costs

reasonably incurred in doing so and any further works or testing shown by that testing to be reasonably necessary; or

- (ii) fully and properly repair the affected P66 operations as soon as reasonably practicable, in which case the repairs must be properly tested by the undertaker and be shown to the reasonable satisfaction of P66 to have effectively repaired the affected P66 operations; and
 - (d) where testing has taken place under sub-paragraph (7)(c)(ii), (except where P66 agrees otherwise in writing) provide P66 with a copy of the results of such testing before any backfilling takes place.
- (8) Notwithstanding sub-paragraph (7), if any damage occurs to P66 operations causing a leakage or escape from a pipeline, all work in the vicinity must cease and P66 must be notified immediately and the undertaker must immediately—
- (a) evacuate all personnel from the immediate vicinity of the leak;
 - (b) prevent any approach by the public;
 - (c) shut down any machinery and other sources of ignition within at least 350 metres from the leakage; and
 - (d) assist emergency services as may be requested.
- (9) In the event that the undertaker does not carry out necessary remedial work in a timely manner then P66 is entitled, but not obliged, to undertake the necessary remedial work and recover the reasonable cost of doing so from the undertaker.
- (10) Following the completion of any works within 50 metres of the P66 operations if damage is found to have occurred to any of the P66 operations as a result of the relevant works, sub-paragraphs (11) and (12) of this paragraph apply to that damage.
- (11) If P66 in accordance with sub-paragraph (3) and in consequence of the restricted works proposed by the undertaker, reasonably requires the removal of any of the P66 operations and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal of the P66 operations had been required by the undertaker under sub-paragraph (1).
- (12) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but (unless otherwise agreed in writing between the undertaker and P66) in no case less than 28 days before commencing the execution of any restricted works, new works details, instead of the works details previously submitted, and having done so the provisions of this paragraph 3 apply to and in respect of the new works details.
- (13) For the avoidance of doubt, none of P66 or their firms, or their and their firms' partners, members, directors, officers, agents, employees, advisers or representatives (the “**Appointees’ Representatives**”) shall be responsible or liable for any act or omission of P66 or any other member of P66’s corporate group, or any of their respective employees, contractors, officers, directors, agents or representatives provided that in this sub-paragraph 3(13) only 'P66' shall not include the successors in function in relation to the P66 operations and the successors in title to the P66 Operations Land.

Prohibition of acquisition and interference

4. —

(1) Regardless of any provision in this Order or anything shown on the land plans or if the Order applies to any interest in any land in which the P66 operations are placed or over which access to the P66 operations is enjoyed—

- (a) the undertaker must not, otherwise than in accordance with the terms of this Order including any approval given under this Part of this Schedule,—
 - (i) obstruct or render less convenient the access to the P66 operations;

- (ii) interfere with or affect the P66 operations or P66's ability to carry out its functions including operating its pipeline and/or its terminal by way of the creation of restrictive covenants or otherwise;
 - (iii) require that the P66 operations are relocated or diverted;
 - (iv) remove or require to be removed any P66 operations (unless requested by P66 under paragraph 3(11) above);
 - (v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations and/or cause the P66 operations to exceed levels of AC interference deemed safe by British Safety Standards; or
 - (vi) energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development that causes the P66 operations to exceed levels of AC interference deemed safe by British Safety Standards;
- (b) any right of P66 or its authorised agents to access, repair, replace or renew the P66 operations shall not be extinguished until any necessary alternative access has been provided to the reasonable satisfaction of P66; and
 - (c) if AC interference on the P66 operations due to installation and/or operation of the authorised development (including any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM)) thereby exceeds safe British Safety Standards limits, the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been addressed to P66's reasonable satisfaction provided that for the avoidance of doubt any AC interference not related to the authorised development is excluded)
- (2) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which P66 has an easement, right, operations, assets or other interests (together "P66's rights")—
- (a) where P66's rights do not provide or require access over, in or under the Order limits, there is no restriction on the exercise of such rights;
 - (b) where P66's rights do provide or reasonably require access in, on or under the Order limits, P66 may exercise those rights where reasonably necessary—
 - (i) in an emergency without notice; and
 - (ii) in non-emergency circumstances having first given the undertaker at least 28 days prior written notice in order to allow the parties to liaise over timing and co-ordination of their respective works during the period of temporary possession; and
 - (c) subject to paragraph (b) the undertaker shall not extinguish P66's rights, unless in accordance with the provisions of this Part of this Schedule.

Cathodic protection and alternating current interference

5. Where in the reasonable opinion of P66 or the undertaker –
- (a) the authorised development might interfere with the cathodic protection forming part of the P66 operations; or
 - (b) the authorised development might interfere with the levels of alternate current interference on the P66 operations; or
 - (c) the P66 operations might interfere with the proposed or existing cathodic protection forming part of the authorised development,
- P66 and the undertaker must co-operate in undertaking such tests as they consider reasonably

necessary for ascertaining the nature and extent of such interference and implement measures for providing or preserving cathodic protection and/or reducing levels of alternate current interference on the P66 operations so as to comply with the British Safety Standards and the P66 requirements and ensure that P66 is granted all necessary proprietary rights to use, repair replace, renew and access said measures for the lifetime of the authorised development, or the P66 operations (whichever occurs first).

Expenses

6. –

- (1) Subject to the following provisions of this paragraph 6, the undertaker must pay to P66 within a reasonable timeframe the reasonable and properly incurred costs (including legal and professional) and expenses (including reasonable staffing costs) incurred by P66 (and its agents) in, or in connection with undertaking its obligations under this Part of this Schedule including—
 - (a) the execution of any works under this Part of this Schedule including for the protection of the P66 operations;
 - (b) the review, assessment and approval of works details in accordance with paragraph 3;
 - (c) any actions relating to pre-construction, construction, commissioning, monitoring, inspection (excluding pipeline pigging inspections), technical consultancy, obtaining land rights to the extent that this has been made necessary as a result of the authorised development, surveys and emergency response costs;
 - (d) the watching of and inspecting the execution of the restricted works;
 - (e) imposing reasonable requirements in accordance with paragraph 3(3); and
 - (f) any costs properly incurred by P66 and its agents in respect of any matter relating to the authorised development and this Order and or any action carried out pursuant thereto.
- (2) Where reasonably in the circumstances, prior to incurring any costs or expenses associated with the activities in sub-paragraph (1), P66 must give prior written notice to the undertaker of the activities to be undertaken and an estimate of the costs or expenses to be incurred.
- (3) To pay to BPA with 7 days of written demand the sum of £96,114.75 representing the agreed NET contribution of legal fees incurred as agents on behalf of PLOR and PDUK as predecessors in title and function up to and including 30 April 2026.

Indemnity

7. –

- (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 4, any damage is caused to the P66 operations, or there is any interruption in any service provided, or in the supply of any goods, by P66, the undertaker must—
 - (a) bear and pay the cost reasonably incurred by P66 in making good such damage or restoring the supply; and
 - (b) make proper compensation to P66 for any other expenses, loss, claims, demands, actions, proceedings, damages, or costs reasonably incurred by P66, by reason or in consequence of any such damage or interruption.
- (2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of P66, its officers, employees, servants, contractors or agents.
- (3) P66 must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent,

has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) P66 must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, and demands to which the indemnity under this paragraph 7 applies. If requested to do so by the undertaker, P66 must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 7 for claims reasonably incurred by P66.

(5) For the avoidance of doubt, none of P66 or the Appointees' Representatives provide any indemnity, guarantee or assurance against loss, nor make any representations, statements, assurances or warranties in respect of any matter the subject of this Order or any related documentation provided that in this sub-paragraph 7(5) only 'P66' shall not include the successors in function to the P66 operations and the successors in title to the P66 Operations Land. Any such indemnities, guarantees, representations, statements, assurances, warranties or arrangements, prior drafts, agreements, understandings or undertakings of any nature whatsoever, whether express or implied, statutory, customary or otherwise (including, without limitation, where given or existing prior to the date of this Order or any rights, title or interests) are expressly excluded.

Arbitration

8. –

- (1) The undertaker and P66 shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Order in accordance with the following provisions of this paragraph.
- (2) Any difference or dispute arising between the undertaker and P66 under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and P66, be referred to and settled by arbitration in accordance with article 43 (arbitration).
- (3) Where there has been a reference to an arbitrator in accordance with sub-paragraph (1) and the arbitrator gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under sub-paragraph (1).