



# Fosse Green Energy

EN010154

8.14 Statement of Common Ground with  
Phillips 66 Limited (Tracked)

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VOLUME

**8**

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Planning Act 2008 (as amended)

Regulation 8(1)(e)

Infrastructure Planning (Examination Procedure)

Rules 2010

12 May 2026

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Planning Act 2008

The Infrastructure Planning  
(Examination Procedure) Rules  
2010

Fosse Green Energy  
Development Consent Order 202[ ]

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**8.14 Statement of Common Ground with Prax / BPAPhillips 66 Limited**

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# 1. Statement of Common Ground Signatures

This Statement of Common Ground has been prepared and agreed by Fosse Green Energy Limited and ~~Prax Downstream UK~~Phillips 66 Limited ~~(in liquidation)~~ and ~~Prax Lindsey Oil Refinery Limited (in liquidation)~~ (jointly to be referred to as ~~Prax~~).

Signed on behalf of Fosse Green Energy Limited

Name:

Position:

Date:

Signature:

Signed by British Pipeline Agency Limited on behalf of ~~Prax Downstream UK Limited (in liquidation)~~ and ~~Prax Lindsey Oil Refinery Limited (in liquidation)~~ (jointly to be referred to as ~~Prax~~)Phillips 66 Limited

Name:

Position:

Date:

Signature:

## 2. Introduction

### 2.1 Purpose of this document

2.1.1 This Statement of Common Ground (SoCG) relates to the application submitted to the Planning Inspectorate on 18 July 2025 (the Application) by Fosse Green Energy Limited (the Applicant) for a Development Consent Order (DCO) for the Fosse Green Energy solar project ("the Proposed Development").

~~2.1.2 This SoCG has been prepared by the Applicant and Prax Downstream UK Limited (in liquidation) and Prax Lindsey Oil Refinery Limited (in liquidation) Phillips 66 Limited (jointly to be referred to as "Prax" P66) (together known as "the Parties") in respect of the Proposed Development.~~

~~The P66 Pipeline was purchased by P66 on 28 April 2026. Prior to this, Prax Lindsey Oil Refinery Limited (in liquidation) (PLOR) was the owner of the P66 Pipeline and Prax Downstream UK Limited (in liquidation) (PDUK) was the beneficiary of the land rights relating to the P66 Pipeline. PDUK and PLOR are together referred to as "Prax".~~

~~2.1.2~~

2.1.3 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the Parties and where agreement has not yet been reached. This SoCG will be revised and updated as appropriate and/or required by the ExA at relevant examination deadlines.

2.1.4 Key issues discussed in this SoCG include matters relating to assets, infrastructure, and land, as well as procedural and health and safety issues.

2.1.5 As set out in its request for further information pursuant to Rule 17 of the Infrastructure Planning (Examination Procedure) Rule 2010 dated 2 April 2026 [PD-019], the ExA ~~has requested~~ details showing how the P66 Pipeline can be crossed safely ("Crossing Details"); that the outstanding final and signed SoCG; and, including a set of bespoke protective provisions showing agreed and any disagreed text, were to be ~~are~~ submitted not later than Deadline 5 (28 April 2026). The SoCG was not agreed between the Parties by this date.

2.1.6 Application document references are taken from the EN010154 – Fosse Green Energy Examination Library.

### 2.2 The Proposed Development

2.2.1 The Application is for the construction, operation (including maintenance), and decommissioning of a ground-mounted solar photovoltaic (PV) electricity generating station with a capacity exceeding 50 megawatts, with battery storage, onsite substation, and associated infrastructure to generate and export/import electricity. The associated development includes, but is not

limited to, access provision, battery storage, underground cabling, areas of landscaping and biodiversity enhancement, and a 400 kV underground Grid Connection Cable to connect the Proposed Development to the national electricity transmission network.

- 2.2.2 The Proposed Development will provide a significant amount of renewable energy over its 60-year operational lifetime supporting resilience, security and affordability of electricity supplies. It would be a critical part of the national portfolio of renewable energy generation that is required to decarbonise the UK's energy supply quickly.
- 2.2.3 The Proposed Development will help meet the urgent need for this infrastructure to support "energy objectives, together with the national security, economic, commercial, and net zero benefits" as set out in the Overarching National Policy Statement for energy (NPS EN-1) (Ref 1). As such it is infrastructure defined of critical national priority.

## 2.3 Parties to this Statement of Common Ground

2.3.1 The timeline of the engagement between the Parties is shown at Table 2.1.

2.3.2 ~~P66 is the owner of the Lindsey Oil Refinery to Buncefield fuel line together with all apparatus and equipment ancillary thereto ("P66 Pipeline"). The P66 Pipeline was purchased by P66 on 28 April 2026. Prior to this, Prax Lindsey Oil Refinery Limited (in liquidation) (PLOR) was the owner of the P66 Pipeline and Prax Downstream UK Limited (in liquidation) (PDUK) was the beneficiary of the land rights relating to the P66 Pipeline. PDUK and PLOR are together referred to as "Prax". "Prax" refers jointly to Prax Downstream UK Limited (in liquidation) and Prax Lindsey Oil Refinery Limited (in liquidation). Prax Downstream UK Limited (in liquidation) is a private limited company in mineral oil refining. Prax Lindsey Oil Refinery Limited (in liquidation) is a private limited company within mineral oil refining, wholesale of petroleum and petroleum products, and wholesale of fuels and related products and is the owner of the Lindsey Oil Refinery to Buncefield fuel line together with all apparatus and equipment ancillary thereto ("Prax Pipeline").~~

2.3.3 This Statement of Common Ground also refers to British Pipeline Agency Limited (BPA) which acts as agent for ~~Prax P66~~ to operate and maintain the ~~Prax P66~~ Pipeline and to act on its behalf in relation to the Proposed Development, for consistency matters being discussed with the Parties will be referred to as ~~Prax P66~~. Prior to the purchase by P66, BPA acted as agents for Prax, appointed by the liquidators.

2.3.4 The Applicant is a partnership between Windel Energy Limited and Recurrent Energy.

2.3.5 Founded in 2018, Windel Energy is a privately held company dedicated to driving the transition towards a sustainable future. Specialising in the origination, development and integration of renewable energy projects and low-carbon disruptive technologies, Windel Energy is at the forefront of clean energy innovation.

- 2.3.6 With a portfolio exceeding 5 gigawatts of renewable power in various stages of development, Windel's team of talented professionals bring a deep understanding and high level of expertise in land viability, electricity networks, planning (Town and Country Planning Act 1990, Developments of National Significance) and consenting for Nationally Significant Infrastructure Projects, legal processes and construction feasibility.
- 2.3.7 Windel Energy adopt a long-term ownership approach, ensuring the efficient operation and management of renewable assets. Leveraging an extensive network of relationships, institutional grade infrastructure and in-house industry expertise, Windel is committed to delivering impactful and enduring energy solutions.
- 2.3.8 Recurrent Energy, a subsidiary of Canadian Solar Inc., is one of the world's largest and most geographically diversified utility-scale solar and energy storage project development, ownership, and operations platforms. With an industry-leading team of in-house energy experts, Recurrent Energy serves as Canadian Solar's global development and power services business. To date, Recurrent Energy has successfully developed, built, and connected approximately 12 GWp of solar projects and 6.2 GWh of energy storage projects across six continents. As of December 31, 2025, the Company had a total global solar project development pipeline of approximately 23 GWp and a battery energy storage project development pipeline of 75 GWh. The company also has nearly 15 GW of solar and energy storage projects under operations and maintenance (O&M) contracts.

## 2.4 Terminology

- 2.4.1 In the tables in Section 3 of this SoCG, 'Matters agreed, not agreed or under discussion' are colour coded in column 5 and categorised as follows:
- "Agreed" (green) indicates where the issue has been resolved;
  - "Not Agreed" (red) indicates a final position that a matter cannot be agreed; and
  - "Under discussion" (amber) indicates where these points will be the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the Parties.

## 3. Record of Engagement

### 3.1 Summary of consultation

- 3.1.1 A summary of the meetings and correspondence that has occurred between the Applicant, BPA as agents for Prax, and Prax (as predecessor in title and function to P66) is set out in **Table 3-1**. Due to the transfer of the P66 Pipeline taking place on 28 April 2026, P66 was not a party to the engagement process prior to that date and was therefore not involved in any meetings, nor copied on or party to any correspondence referred to in Table 3-1- prior to 28 April 2026.
- 3.1.2 Please note that all correspondence sent prior to 21 October 2024 is likely to have been sent to Prax Lindsey Oil Refinery Limited ("PLOR") and/or Prax Downstream UK Limited ("PDUK") (together Prax) directly. PLOR is in liquidation and as its liquidators have had not only recently authorised BPA to act as agents in this matter until that date. BPA can only confirm matters in their own knowledge including correspondence it received and sent from 21 October 2024 onwards (being the timeframe from which Fosse Green the Applicant Limited and its agents started to include BPA as addressee in respect of the Project).
- 3.1.3 The Applicant's Legal representative is Womble Bond Dickinson (UK) LLP ("WBD").
- 3.1.4 P66 Prax's legal representative via its agent the British Pipeline Agency Limited ("BPA") is Fieldfisher LLP ("FF").

**Table 3-1: Engagement between the Applicant and Prax/P66 and BPA**

Date	Form of Correspondence	Details
26/10/2023	Meeting – MS Teams	Fosse Green Update Meeting 1 Project Introductions. Details of statutory consultation shared.
01/11/2023	Email	Details of proposed permissive paths shared and comments received.
08/08/2024	Letter	Land Interest Questionnaire issued to Prax by the Applicant.
22/08/2024	Letter	Land Interest Questionnaire chaser issued to Prax by the Applicant.
18/09/2024	Email	Email chasing a response for the Land Interest Questionnaire sent to Prax by the Applicant.
21/10/2024	Letter	S42(d) – Notice of statutory consultation issued.

<b>Date</b>	<b>Form of Correspondence</b>	<b>Details</b>
07/03/2025	Email	Email chasing a response for the Land Interest Questionnaire sent to Prax by the Applicant.
02/04/2025	Meeting – MS Teams	Details of the proposed Cable Corridor shared and comments received. The Applicant agrees to supply to BPA exact locations and design information in respect of the proposed crossing of the Prax Pipeline.
02/06/2025	Email	BPA chases the Applicant for location and design information (pursuant to 02/04/25 email).
03/06/2025	Email	WBD provided BPA with the requested shapefiles and requested the details of its legal representatives to commence discussion on protective provisions.
06/08/2025	Email	WBD asked BPA for details of its legal representatives to allow discussions on protective provisions to commence.
20/08/2025	Email	WBD asked BPA for details of its legal representatives to allow discussions on protective provisions to commence.
21/08/2025	Email	BPA provided WBD with the details of its legal representatives.
22/08/2025	Email	WBD write to FF to confirm they act for the Applicant and to supply draft protective provisions (PPs) for comment. WBD asked that FF review these PPs and take instructions from its client as to whether these would provide appropriate protection to its client's rights and apparatus within the Order Limits of the Proposed Development.
07/09/2025	Email	WBD followed up with FF in relation to email of 22/08/2025.
08/09/2025	Email	FF confirm they are not yet instructed and will keep WBD posted.
18/09/2025	Letter	S56 – Notice of acceptance of DCO application.

Date	Form of Correspondence	Details
22/09/2025	Email	BPA chases the Applicant for specific location and design information (pursuant to 02/04/25 email).
30/09/2025	Email	BPA chases the Applicant for specific location and design information (pursuant to 02/04/25 email).
02/10/2025	Relevant Representation (FE20B848E)	Relevant Representation received following submission of the application from FF on behalf of British Pipeline Agency Ltd for Prax Lindsey Oil Refinery Ltd.
07/10/2025	Email	BPA chases the Applicant for location and design information (pursuant to 02/04/25 email).
10/10/2025	Emails	<ul style="list-style-type: none"> <li>• BPA chases the Applicant for location and design information pursuant to 02/04/25 email)</li> <li>• The Applicant sends a response saying location and design information will be shared in due course.</li> </ul>
13/10/2025	Email	The Applicant responds to BPA with confirmation that the crossing angle will be 60 degrees or greater and to supply generic crossing information relating to 400kV crossings.
22/10/2025	Email	BPA email the Applicant to confirm that specific risk assessment is needed in respect of AC interference.
24/10/2025	Email	The Applicant responds to say that the " <i>modelling [BPA] have requested would be undertaken post-consent</i> " but to offer the potential for protective provisions to be agreed.
24/10/2025	Relevant Representation (F7876C980)	FF on behalf of British Pipeline Agency Limited for two Prax Entities.
05/11/2025	Email	FF emailed Relevant Representations FE20B848E and F7876C980 to WBD confirming FF were now instructed and requesting an urgent all parties meeting.

Date	Form of Correspondence	Details
07/11/2025	Email	WBD email FF to request availability for an all parties meeting and to ask if FF had bespoke PPs to share so that WBD could review these and take instructions.
12/11/2025	Emails	<ul style="list-style-type: none"> <li>• WBD email FF to follow up on availability for an all-parties meeting and request bespoke PPs be provided.</li> <li>• <u>FF email WBD to confirm they are waiting for their client's availability and confirm that given that there has been no AC interference testing and thus no certainty that the Order limits will be sufficient to install any mitigation work needed to protect the Prax Pipeline, bespoke PPs would be needed which FF would prepare subject to an undertaking being given by WBD.</u></li> <li>• <u>WBD request an estimate of FF's anticipated costs for PPs, noting that the Applicant would not be covering FF's costs for submission of relevant representations on behalf of BPA / Prax.</u></li> </ul>
25/11/2025	Email	FF email WBD to refer to the Inspectorate's request for the Parties to act urgently in respect of agreeing a statement of common ground and request engagement on that front.
26/11/2025	Meeting – MS Teams	<ul style="list-style-type: none"> <li>• Attended by legal representatives and project teams of both the Applicant and Prax. Details of the proposed Cable Corridor shared.</li> <li>• FF repeated concerns set out in Relevant Representation F7876C980 as to whether the dDCO and Order Limits as drafted were sufficient to deliver the necessary rights and powers to protect the fuel pipeline given that to date no risk assessment as to</li> </ul>

Date	Form of Correspondence	Details
		<p>what (if any mitigation) might be required has been carried out.</p> <ul style="list-style-type: none"> <li>The Applicant agreed to undertake modelling of AC interference.</li> <li>The Parties discussed that it would be difficult to negotiate protective provisions while the question of whether the Order limits were sufficient to deliver any mitigation remained open in the absence of a risk assessment.</li> <li>FF pointed out that if a risk assessment was unlikely to be achievable in the necessary timeframe the Parties could agree protective provisions which confirm that the Proposed Development will not be constructed or energised over the Prax Pipeline until the Parties had (acting reasonably) agreed on how this could be done safely and referred WBD to protective provisions agreed in respect of the CATS pipeline as part of the Net Zero Teesside DCO.</li> </ul>
05/12/2025	Email	<ul style="list-style-type: none"> <li>BPA provide the Applicant with further detail of the Prax Pipeline, including the location of cathodic protection post locations.</li> <li>BPA request an update on when modelling data will be provided to BPA.</li> </ul>
09/12/2025	Email	FF chase WBD in respect of the requested risk assessment and to ask for cost cover.
12/12/2025	Email	The Applicant emails BPA to confirm that the draft SoCG would be provided in the coming weeks.
17/12/2025	Email	WBD confirms that: <ul style="list-style-type: none"> <li>AC modelling is "ongoing" and that</li> </ul>

Date	Form of Correspondence	Details
		<ul style="list-style-type: none"> <li>a draft of the PPs could be provided subject to the risk assessment</li> <li>Cost cover of £6,500 <u>would be</u> offered in respect of Prax's legal fees for the preparation and negotiation of protective provisions and any associated agreements, including the justification for this amount based on similar work required with statutory undertakers <u>and noting that the Applicant would not cover costs beyond this, in the same way that costs of submitting an objection under the CPO regime would not normally be recoverable.</u></li> </ul> <p>WBD also:</p> <ul style="list-style-type: none"> <li>Share the email from 12/12/2025 which enclosed the draft SoCG with FF.</li> <li>Give advance notice to FF of the details for the upcoming hearings due to take place the following January.</li> </ul>
22/12/2025	Email / Document	The Applicant provided Prax with a draft Statement of Common Ground for review and comment.
22/12/2025	Email	WBD updates FF that the Applicant hope to have the results of the risk assessments by the end of January 2026
07/01/2026 - 08/01/202 <u>6</u> <sup>5</sup>	Emails	<ul style="list-style-type: none"> <li>FF send WBD an updated version of the plot interactions' table highlighting where plots relevant to Prax are still missing from the Book of Reference together with title references</li> <li>WBD confirm to FF that the Book of Reference (BoR) and Schedule of Negotiations (SoN) have been updated and provide comments/queries from the land referencing team</li> </ul>

Date	Form of Correspondence	Details
		<ul style="list-style-type: none"> <li>• FF respond to comments/queries sent by WBD</li> <li>• BoR / SoN updated in line with information confirmed by FF</li> </ul>
08/01/2026	Hearing	During CAH1, the Applicant stated that the results of the risk assessments would be ready for the Applicant's team to consider at the end of the following week (i.e. 16/01/2026). The Applicant stated that these would then be released to Prax for review as soon as possible afterwards.
16/01/2026	Email	FF email WBD to request an update on the risk assessment information due to be provided by 16/01/2026 (but which remains outstanding).
19/01/2026	Email	WBD clarified that, as per the oral submissions at CAH1, the Applicant had been expecting to receive the results of the risk assessment on 16/01/2026 and once the Applicant's team had considered these, they would be shared with Prax. WBD requested an update on the draft SoCG.
20/01/2026	Email	BPA chase the Applicant for the results of the AC Interference Modelling Study (or Risk Assessment).
22/01/2026	Email	The Applicant chases Prax / BPA for any comments or amendments to the draft SoCG.
29/01/2026	Email	WBD provide FF with a copy of the completed AC Interference Modelling Study (or Risk Assessment).
11/02/2026	Meeting	Meeting between the Applicant and BPA to discuss the results of the AC Interference Modelling Study (or Risk Assessment). It was discussed that the Applicant would re-run and re-issue the AC Interference Modelling Study (or Risk Assessment) to include other developments in the area and including soil test data.

Date	Form of Correspondence	Details
20/02/2026	Emails	Draft PPs provided to FF by WBD with WBD acknowledging that these may need amending to refer to the correct entity. WBD requested FF review these PPs, take instructions and provide comments. FF confirm that the PPs should be for the benefit of Prax.
24/02/2026	Emails	<ul style="list-style-type: none"> <li>• WBD provide amended draft PPs referring to “Prax” (as opposed to “BPA”) as requested and ask for FF to review these, take instructions and provide comments. WBD note that AECOM are to liaise directly with BPA to address queries on the risk assessments and requested soil resistivity testing.</li> <li>• <u>FF respond to WBD to provide a copy of the additional submission which it has submitted to the Examination [AS-129].</u></li> <li>• <u>WBD provided an undertaking for £6,500 reiterating that this was for the negotiations of PPs.</u></li> </ul>
26/02/2026	Email	FF provided the draft Statement of Common Ground with amendments.
27/02/2026	Email	WBD note the statement from FF that <i>“the provisions provided are generic in nature and unsuited to govern the specific concerns relating to the crossing of an operational fuel pipeline”</i> and confirm that WBD await receipt of comments on / proposed amendments to the draft PPs in order to consider these and take instructions. <u>FF state dissatisfaction with the wording of the undertaking, but do not provide further details.</u>
06/03/2026	Email (incl. BPA response)	Applicant emailed BPA to suggest a meeting to discuss the soil test methodology. BPA responded to say the team did not have availability.

Date	Form of Correspondence	Details
		Statement of preferred requirements of soil testing from BPA
09/03/2026	Email	<p>WBD confirm that</p> <ul style="list-style-type: none"> <li>• The Applicant expects soil sampling to be undertaken on 12 March and that the modelling will then be updated (w/c 16/03/2026 or as soon as possible thereafter)</li> <li>• <u>Any draft protective provisions will be subject to the final outcome of the remodelled risk assessment and whether any mitigation is deemed to be required.</u></li> <li>• <u>The undertaking specifically covers legal fees for preparing and negotiating protective provisions.</u></li> </ul>
09/03/2026	Email	<p>FF outline to WBD that</p> <ul style="list-style-type: none"> <li>• Prax is not a statutory undertaker and does not benefit from statutory rights or powers and therefore needs bespoke protective provisions and agreement relating to the area where the Proposed Development crosses the Prax Pipeline</li> <li>• <u>The Applicant has not been able to provide what Prax considers to be correct or sufficient safety data meaning that Prax needs to maintain their objection to the dDCO as drafted.</u></li> <li>• <u>FF also provide comments on the wording of the undertaking provided by WBD.</u></li> </ul>
09/03/2026	Email (incl. BPA response)	Applicant emailed BPA engineering team with further details on the soil testing. Further clarification of preferred requirements of soil testing from BPA/comment on approach. Request for call/meeting.
09/03/2026	Email	Applicant emailed BPA to suggest a meeting to discuss the soil test results

Date	Form of Correspondence	Details
		and proposed approach to the revised modelling.
10/03/2026	Meeting	Discussion held between the Applicant and BPA to review basis for soil testing requirements and modelling works. BPA confirmed position on opposition until such a time that BPA are satisfied that impact on pipeline is minimal, including consideration of cumulative impacts across multiple planned projects potentially impacting pipeline.
<u>16/03/2026</u>	<u>Email</u>	<u>WBD explain to FF that it cannot provide an undertaking using the requested wording but suggest alternative terms.</u>
18/03/2026	Email	The Applicant emailed BPA to suggest a meeting to discuss the soil test results and proposed approach to the revised modelling.
18/03/2026	Email	FF provide WBD with draft bespoke protective provisions in line with the basis agreed at CAH2.
19/03/2026	Email	The Applicant sent the revised version of <u>the</u> Statement of Common Ground to Prax/BPA for review and comment.
20/03/2026	Email	The Applicant followed up with Prax/BPA for any comments or amendments to the Statement of Common Ground.
23/03/2026	Email	Prax/BPA confirmed they would respond on 24/03/2026 following a review of the Statement of Common Ground.
23/03/2026	Email	WBD email FF acknowledged receipt of FF's draft protective provisions and noted that given the timings it would be submitting the Applicant's preferred protective provisions at Deadline 3A.
24/03/2026	Email	Prax/BPA responded on the Statement of Common Ground advising they would be submitting an amended version of a previous iteration of the draft Statement of Common Ground to the Examination at Deadline 3A.

Date	Form of Correspondence	Details
24/03/2026	Meeting	The Applicant hosted an all parties meeting to discuss the crossing of the Pipeline. At this meeting, the Applicant agreed that it would provide an updated AC interference modelling report ('Risk Assessment') <a href="#">by 27 March 2026</a> . BPA suggested verbally that its preference is a 90 degree crossing angle, asking that the Applicant consider this.
02/04/2026	Email	WBD email FF outlining that the Applicant's technical experts are continuing to work on updating modelling and that the Applicant would hope that when the updated modelling report is provided the draft protective provisions it provided previously would form the basis of negotiations. This was on the basis that those provided by the Applicant were better suited to a situation where no mitigation is required. WBD suggest that progress on negotiating protective provisions is paused pending the outcome of technical discussions.
07/04/2026	Email	FF <a href="#">confirmstate</a> that the updated report remains outstanding ( <a href="#">although it was sent to BPA that day</a> ) and request WBD/the Applicant to review and return the draft protective provisions provided by FF on 18 March 2026.
07/04/2026	Email	Following feedback from BPA on the original, the AC interference report ('Risk Assessment') was updated and shared with BPA. This included site soil testing to gather soil resistivity data, and incorporated some other updated modelling assumptions based on comments from BPA, most notably the request to include the existing overhead line within a baseline calculation. This report utilised a 600mm separation but maintained the 58-degree crossing angle.

Date	Form of Correspondence	Details
08/04/2026	Email	The Applicant notifies BPA and FF that the AC interference report ('Risk Assessment') will be updated to accommodate a 90 degree crossing, which BPA had previously suggested verbally should resolve matters.
<u>08/04/2026</u>	<u>Email</u>	<u>FF state that they do not agree with WBD's wording for the undertaking and request further alternative wording.</u>
09/04/2026	Email	WBD confirm to FF that the Applicant will commit to crossing the Prax Pipeline at 90 degrees and sought clarification as to whether this would change the form of draft PPs provided on behalf of Prax.
10/04/2026	Email	Amended draft SoCG provided to the Applicant by Prax.
10/04/2026	Email	FF respond to WBD stating that the PPs drafted by FF remain Prax's preferred position, and this is not altered by the proposed crossing angle.
10/04/2026	Email	WBD respond to FF noting Prax's position and confirming that the draft PPs provided by FF would be reviewed.
13/04/2026	Email	BPA confirm that the updated report was received on 7 April, but it did not propose reviewing this, as the Applicant would be providing a further revision.
13/04/2026	Email	WBD acknowledged Prax's position and confirmed that review of the draft PPs provided by FF was ongoing.
14/04/2026	Email	FF reiterated Prax's requirements in relation to the AC interference study in an email to WBD which was passed to the Applicant's technical team.
14/04/2026	Email	WBD confirmed to FF that Prax's comments had been passed to the Applicant's technical team, but asked that technical correspondence is passed directly between the relevant experts, without legal involvement. <u>WBD suggest further alternative wording for the</u>

Date	Form of Correspondence	Details
		<a href="#">undertaking, seeking to reach a compromise.</a>
15/04/2026	Email	The Applicant provides BPA and FF with a copy of the updated AC Interference Modelling Study (or Risk Assessment), which now includes a 90 degree crossing. The Applicant suggests a meeting on 17 <sup>th</sup> April 2026 and twice weekly meetings thereafter up to Deadline 5.
16/04/2026	Email	BPA suggests a meeting <a href="#">on</a> 22 <sup>nd</sup> April 2026 to discuss the updated AC Interference Modelling Study (or Risk Assessment).
16/04/2026	Email	FF provide WBD with updated draft PPs following receipt of the updated report by Prax.
16/04/2026	Email	WBD confirms receipt of the revised draft PPs and requests copies of the documents listed under “the Prax requirements” in the draft PPs so that these can be reviewed in parallel to the draft PPs.
17/04/2026	Email	BPA provided the documents requested by WBD.
<a href="#">20/04/2026</a>	<a href="#">Email</a>	<a href="#">FF state continued disagreement with the alternative wording for the undertaking proposed by WBD</a>
21/04/2026	Email	BPA provided feedback on the AC interference report (risk assessment) to assist a meeting scheduled on 22 April 2026.
22/04/2026	Meeting	Meeting between the Applicant team and BPA and FF. Discussed comments on the risk assessment and proposed design parameters. The Applicant team agreed to share the updated Proposed Development Parameters ahead of D5 for BPA and Prax to review. <a href="#">Costs were also discussed, and FF agreed to provide</a>

Date	Form of Correspondence	Details
		<u>invoices incurred by BPA to date for consideration by the Applicant.</u>
22/04/2026	Email	WBD sent FF a markup of the draft PPs with comments.
23/04/2026	Email	The Applicant shares an updated SoCG with FF and BPA for review and editing.
<u>23/04/2026</u>	<u>Email</u>	<u>FF provide the invoices incurred by BPA to date and discussions regarding costs are picked up directly between the Applicant and BPA.</u>
24/04/2026	Emails	<ul style="list-style-type: none"> <li>• The Applicant team shares an updated AC interference report (risk assessment) with FF and BPA.</li> <li>• FF shares comments on the draft PPs <u>at 16:28 (on a Friday) requested that these be returned by midday on Monday 27 April.</u></li> </ul>
27/04/2026	Emails	<ul style="list-style-type: none"> <li>• The Applicant team requests an update from FF and BPA on the SoCG and suggests a meeting to finalise the SoCG the same day.</li> <li>• FF replies that the FF and BPA teams will not have time for a meeting and the intention is that Prax will be submitting its own version of the SoCG at Deadline 5.</li> <li>• WBD on behalf of the Applicant shares an updated markup of the PPs with comments for FF to consider <u>at 11:42 (in line with FF's request).</u></li> </ul>
27/04/2026	Phone call	BPA calls Applicant team to discuss one point in the risk assessment. The Applicant agrees to update the report. BPA provide verbal confirmation that the technical solution is agreed.
27/04/2026	Emails	<ul style="list-style-type: none"> <li>• The Applicant team shares an updated AC interference report</li> </ul>

Date	Form of Correspondence	Details
		<p>(risk assessment) with FF and BPA.</p> <ul style="list-style-type: none"> <li>• FF replies to WBD saying it does not envisage being able to respond to the PPs before Deadline 5.</li> <li>• <u>FF later replies on points still not agreed on the PPs <a href="#">subject to their client's instructions.</a></u></li> <li>• <u>WBD provides comments on the lists of points not agreed on the PPs subject to their client's instructions.</u></li> <li>• <u>WBD emails FF explaining that the ExA requires a final and signed SoCG to be submitted at Deadline 5 and reiterates that the SoCG is intended to set out the position of each party, and that matters can be marked as 'not agreed' in the SoCG.</u></li> <li>• <u>Emails between Applicant and BPA on the updated AC interference modelling report and length of trefoil arrangement.</u></li> </ul>
27/04/2026	Phone call	BPA and Applicant discuss resolution of technical matters and fees, BPA confirmed -that the respective technical teams have agreed the technical solution for the crossing.
<u>28/04/2026</u>	<u>Phone call</u>	<u>WBD call FF seeking an update, particularly in relation to the SoCG. FF unable to provide an update at that time but would come back to WBD.</u>
28/4/2026	Email	From BPA to Applicant outlining the fee's they have incurred to date and asking for the Applicant to agree to pay these.
28/4/2026	Email	From Applicant to BPA requesting, as offered, the breakdown of the fees.
28/4/2026	Email	From BPA to Applicant confirming sourcing of the information.

<b>Date</b>	<b>Form of Correspondence</b>	<b>Details</b>
28/4/2026	Email	From Applicant to BPA asking if the technical solution that has been agreed has been communicated in writing to the Applicant's technical team.
28/4/2026	Email	From BPA to Applicant asking for invoice details.
28/4/2026	Email	From Applicant to BPA asking to clarify the request for invoice details.
28/4/2026	Email	From BPA to Applicant confirming BPA plan to invoice the Applicant.
28/4/2026	Email	From Applicant to BPA clarifying that the Applicant made its position clear in <u>December 2025</u> that other than a contribution to PPs drafting it would not be contributing to any other fees.
28/4/2026	Email	From Applicant to BPA recording disappointment in lack of further progress towards agreed PPs and SoCG.
<u>28/04/2026</u>	<u>Email</u>	<u>FF email WBD (and the wider Applicant team) at 20:44 providing copies of the submissions made on behalf of BPA as agents for Phillips 66 and stating that Phillips 66 was now the owner of the assets.</u>
<u>30/04/2026</u>	<u>Email</u>	<u>FF email WBD regarding costs.</u>
<u>07/05/2025</u>	<u>Emails</u>	<u>Applicant sends the updated SoCG to the P66 team for their review and requests that the P66 team update the P66 opinion and respond by 11 May 2026.</u>
<u>08/05/2025</u>	<u>Emails</u>	<ul style="list-style-type: none"> <li>• <u>FF confirms it is in the process of reviewing the SoCG and it will then need to go to BPA and Phillips 66 for comment.</u></li> <li>• <u>BPA request the drawing in the AC interference modelling report is updated to remove reference to a gas pipeline.</u></li> <li>• <u>Applicant team shares updated drawing.</u></li> </ul>

<b>Date</b>	<b>Form of Correspondence</b>	<b>Details</b>
<u>12/05/2025</u>	<u>Email</u>	<u>FF communicates that they are waiting on instruction from Phillips 66 before the SoCG can be returned to the Applicant.</u>

## 4. Matters agreed, not agreed or under discussion

### 4.1 Land matters

Table 4-1: Land matters

Reference	Description of Matter	<del>Prax</del> P66 Position	Applicant Position	Status
4.1.1	Engagement	<p><del>Prax is not currently of the view that t</del>The Applicant <del>is actively consulting or meaningfully addressing Prax's</del>has only recently addressed the significant safety and other concerns relating to the <del>Prax</del> P66 Pipeline (which is part of critical national infrastructure), in respect of the <del>lack of adequate / correct</del> risk and safety data as outlined in AS-129 as evidenced by:</p> <ul style="list-style-type: none"> <li><del>Despite the issue of potentially inadequate Order limits required for critical mitigation having been raised in its Relevant Representation on 24/10/2025 this had not been appreciated or acted on by the Applicant until reiterated by BPA/Prax in the all parties meeting on 26/11/2025</del></li> </ul>	<p><del>Table 3-1 provides the sequences of correspondence between the Applicant and Prax/P66's team. The lengthy lag time between the initial AC interference modelling study (Risk Assessment) on 29 January 2026 and updated study on 15 April 2026 was due to the need to carry out soil testing data requested by BPA to verify the model parameters (and the time taken to procure this work and arrange site access). The Applicant said it was aiming to share the report by 27 March but it may be slightly later.</del></p> <p><del>The Applicant has opted to retain the original parameter in the report, with the soil test data showing this is likely to be a worst case assumption that overestimates the impact on the P66 Finaline pipeline. The Applicant does not consider the</del></p>	Under Discussion

Reference	Description of Matter	<del>Prax P66</del> Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li><u>Very little engagement on agreeing reasonable cost cover (which is particularly important given the Prax entities are in liquidation). The January Risk Assessment (provided on 29 January 2026) contained incorrect calculations in relation to AC interference.</u></li> <li><u>An updated risk assessment was due to be provided by 27 March 2026.</u></li> <li><u>The April Risk assessment was eventually provided on 15<del>6</del> April 2026.</u></li> <li><u>The April Risk Assessment was however incorrect as it was based on an incorrect crossing angle.</u></li> <li><u>The Updated Risk Assessment based on a 90 degree crossing angle and proposed Crossing Details for embedding in the P66 PPs was not received until 16.24 on Friday 24 April 2026 (one working day prior to Deadline 5).</u></li> <li><u>The Updated Risk Assessment provided on the 24 April 2026 was</u></li> </ul>	<p><u>previous iterations to be based on incorrect crossing angle, However, to help move forward an updated report was provided on 7 April and BPA was informed on 8 April that the report would be further revised with a 90-degree crossing angle which was reflected in the further updated report provided on 15 April. Following a meeting on 22 April, a further revised report was provided on 24 April. Further amendments were requested by BPA during a phone call on 27 April. The report was updated accordingly with amended assumptions and provided that same morning. Therefore, BPA was aware of the contents of the report well in advance of Deadline 5 on 28 April.</u></p> <p>In summary, the Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b> and significant progress has been made in this regard, with only a limited number of points now outstanding, as explained in Appendix B. In addition, the</p>	

Reference	Description of Matter	<del>Prax</del> P66 Position	Applicant Position	Status
		<p><u>subsequently updated following discussions between the Applicant and BPA. The Final Risk Assessment and Crossing Details are in principle agreed provided that the reference to the gas pipeline is corrected and subject to final approval by P66.</u></p> <ul style="list-style-type: none"> <li><u>There has been very little engagement on agreeing reasonable cost cover. A cost undertaking for £6,500 plus VAT was received from WBD on 24 February 2026 however this was on unacceptable terms and a cost undertaking on acceptable terms has not to date been provided.</u></li> </ul> <p><del>Prax were provided with an AC modelling report on 29 January 2026. The AC current density calculation was however incorrect. As a result, the risk assessment provided by the Applicant is defective and unacceptable to Prax as a basis from which to assess risk on the Prax Pipeline (as Prax have outlined to AECOM).</del></p>	<p>Applicant has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to the pipeline from the underground Cable Corridor to be negligible (as explained further below). This report has been agreed with <del>Prax</del>P66, along with the technical solution for crossing of the pipeline. There is no requirement for mitigation outside of the Order limits. The AC Interference Modelling Study has been updated to account for comments from BPA on the earlier iteration, to amend the crossing angle to 90 degrees, which was suggested by BPA, and with a separation distance of 600mm from the pipeline. It also now includes the existing overhead line. The report shows that the Proposed Development contributes less than 0.1% of the corrosion threshold, and when added to the existing overhead line, the Proposed Development AC current interferes with and shields the pipeline from the AC current from the existing</p>	

Reference	Description of Matter	<del>Prax P66</del> Position	Applicant Position	Status
		<p><del>Notwithstanding the incorrect calculations within the AC modelling report, the results indicate that the AC current density (the relevant corrosion parameter) is above the relevant British Standards levels which are deemed safe. BPA consider this a moderate to high concern unless potentially the proposed angle of the cable crossing route were significantly altered.</del></p> <p><del>As set out in AS-129, the information provided by the Applicant to date is incorrect and insufficient. As a result, Prax is unable to assess whether:</del></p> <ul style="list-style-type: none"> <li><del>• the Pipeline can be crossed safely (including in compliance with British Safety Standards and compliance with the Pipeline Safety Regulations 1996)</del></li> <li><del>• If the Pipeline can be crossed safely what mitigation works might be required</del></li> <li><del>• the dDCO can in fact deliver the rights necessary to Prax to carry out any necessary mitigation</del></li> </ul>	<p>overhead line, leading to a negligible beneficial effect overall.</p> <p>The Applicant has carried out soil test data and retained the previous assumptions in the model, which are an unrealistic worst case and therefore the Applicant considers likely to have overestimated the impact of the Proposed Development on the pipeline. With this in mind, along with the negligible beneficial effect associated with the Proposed Development, the Applicant considers the confidence associated with the soil parameters to be adequate. The report demonstrates that safety thresholds are met, and the safety risk is acceptable, subject to the Proposed Development Parameters being updated to reflect the report parameters.</p> <p>The Applicant's comments on the draft Protective Provisions were provided to FF on 22 April 2026 and, following receipt of FF's comments <a href="#">at 16:28</a> on <a href="#">Friday</a> 24 April 2026, the Applicant provided further comments <a href="#">at 11:42</a> on <a href="#">Monday</a> 27 April 2026.</p>	

Reference	Description of Matter	Prax <del>P66</del> Position	Applicant Position	Status
		<p><del>the necessary mitigation works would incur significant works and consequently cost which would need to be forward funded</del></p> <p><del>While an updated report had been expected by 27 March 2026 this was delayed further. The Applicant intended to share the report with Prax in "early April" albeit as at 08 April 2026 the updated report was not received.</del></p> <p><del>The Applicant proposed to deal with</del><u>Please see 4.1.5 in relation to the</u> protective provisions following submission of the report.</p>	<p><u>The Applicant has stated on several occasions that costs cover will be limited to legal fees for the negotiation of protective provisions, as per agreements with statutory undertakers.</u></p>	
4.1.2	Prax's <del>P66's</del> position vis a vis the dDCO	Prax <del>have e</del> Considerable concerns vis a vis the Project <del>as has</del> <u>have</u> been addressed in <del>their</del> <u>the</u> written submissions (Relevant Representations RR_038, RR_039, REP1087 and AS-129) and oral submissions (at CAH1 (EV3_002 – EV3_005) and ISH2 (EV4_002 and EV4_003) and at CAH2). These include <del>but are not limited to:</del>	The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b> and has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to the pipeline from the underground Cable Corridor. The report demonstrates on its own the Proposed Development has a negligible effect on the corrosion and safety risks of the pipeline, contributing	Under Discussion

Reference	Description of Matter	<del>Prax</del> P66 Position	Applicant Position	Status
		<p>a) <del>Please see 4.1.1 in relation to the Final Risk Assessment and Crossing Details; and Risk assessments reasonably acceptable to Prax must demonstrate that the Proposed Development can be carried out safely within Order limits; and</del></p> <p>b) Formal agreement must be reached in terms of safeguarding <del>Prax's P66's</del> continued ability to operate, access, repair, maintain, and replace the <del>Prax-P66</del> Pipeline; and</p> <p>c) Formal agreement must be put in place to ensure that all short- and long term mitigation measures and land rights necessary to protect the <del>Prax-P66</del> Pipeline (and by extension, the environment) from the risk of harm can be delivered by the Order and within the Order limits as drafted; and</p> <p>d) Formal agreement needed to indemnify <del>Prax-P66</del> from damage caused to the <del>Prax-P66</del> Pipeline together with any claims flowing therefrom; and</p>	<p>less than 0.1% of the corrosion threshold. When added to the baseline, it reduces the corrosion risk by a negligible extent, due to the interaction of AC currents leading to the shielding of the AC current from the existing overhead line.</p> <p><u>The Proposed Development Parameters was updated at Deadline 5 to include the (embedded) mitigation measures included in the AC interference modelling study.</u></p> <p>It is expected (and is to be confirmed formally within the terms of the protective provisions) that no work shall be undertaken without an updated risk assessment based on the detailed design in the event the DCO is granted, which shall be provided to <del>Prax-P66</del> ahead of any works. The works shall be structured so that the cable installation and operation shall not interfere with <del>Prax's-P66's</del> ability to meet its obligations under the Pipeline Safety Regulations (PSR. 1996), in particular not obstructing its ability to meet PSR Regulation 13. The Applicant is aware</p>	

Reference	Description of Matter	<a href="#">Prax P66</a> Position	Applicant Position	Status
		<p>e) Acceptable protective provisions <a href="#">embedding agreed Crossing Details and design parameters</a> to be agreed.</p> <p><del><a href="#">DraftP66's position on the Draft protective provisions were provided to the Applicant on 18 March 2026 in accordance with the timeline proposed at CAH2is shown at 4.1.5.</a></del></p>	<p>of its responsibilities under PSR Regulation 15, and shall provide suitable demonstration of minimisation of risks (including demonstration of suitable: work approaches/procedures, technical impact, ongoing monitoring, where required) as the detailed design of the Proposed Development progresses. Industry best practices (i.e. UKOPA GPG) shall be followed, or suitable alternative agreements shall be progressed if required during detailed design. The specific points flagged by <a href="#">Prax P66</a> are capable of being addressed by the Applicant and it is expected that agreement can be reached.</p> <p>The Applicant sent FF comments on <a href="#">Prax's</a> proposed draft protective provisions on 22 April 2026 and following receipt of FF's comments <a href="#">at 16:28 on Friday 24 April 2026</a>, provided a further markup and comments <a href="#">at 11:42 on Monday 27 April 2026</a>.</p>	

Reference	Description of Matter	<del>Prax</del> P66 Position	Applicant Position	Status
			<u>No mitigation measures or land rights outside the Order Limits are required.</u>	
4.1.3	Land rights	<p>The Proposed Development will take place underground, in close proximity to the <del>Prax</del> P66 Pipeline.</p> <p>Please see <del>Prax's</del> P66's comments in <del>4.3</del> 4.1.2 above</p> <p>Furthermore, <del>Prax</del> P66 does not consider it proportionate to sterilise land rights relating to the <del>P66</del> P66 Pipeline within the Order limits and suggests that the <del>P66</del> P66 Pipeline and necessary rights of access are excluded from the ambit of the dDCO (sharing rights where appropriate).</p> <p><del>P66</del> P66 reserves its position in terms of making further representations once further investigations have been carried out.</p> <p>It should be noted that only one all-parties call has occurred (in November 2025) where land rights were discussed between the <del>p</del> Parties.</p>	<p>The Applicant notes that <del>Prax</del> P66 do not object to the principle of the Proposed Development provided that a number of concerns can be met in terms of health and safety, potential damage to the <del>Prax</del> Finaline Pipeline-pipeline and the retention of land rights can be satisfactorily addressed. The Applicant acknowledges the objection to the proposed acquisition of land and rights in the absence of agreed protective provisions.</p> <p><u>The all-party call in November 2025 focussed on FF and BPAs concerns and resulted in the Applicant agreeing to carry out an AC interference modelling study (the Risk Assessment).</u></p> <p>The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b> and has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to</p>	Under discussion

Reference	Description of Matter	<del>Prax P66</del> Position	Applicant Position	Status
			the pipeline from the Cable Corridor. These PPs will ensure that Prax maintain the necessary rights to allow continued operation and maintenance of its pipeline. The Applicant's position is identified at matter 3.1.2. The Applicant considers it very unlikely that mitigation works would be required in the area and has committed to crossing the pipeline at 90 degrees to reduce impacts.	
4.1.4	Order Limits	<p><u>The results of the Final Risk Assessment appears to demonstrate that no such mitigation works are required and therefore no rights outside of the Order Limits are required to be granted, however this is being reviewed by P66.</u></p> <p><del>Prax is a private pipeline owner. As such it only has limited property rights derived from its deeds of grant in respect of the Prax Pipeline and cannot rely on the wide compulsory powers available to statutory operators. Therefore, if mitigation works are needed to protect the Prax Pipeline from damage and such works / rights fall outside the draft Order limits, the dDCO would not be able to guarantee that such rights could be delivered which in turn could pose an</del></p>	The Applicant's position is identified at matter 3.1.2. The results of the risk assessment demonstrate that no such mitigation works are required and therefore no rights outside of the Order Limits are required to be granted.	Under discussion

Reference	Description of Matter	<del>Prax</del> <u>P66</u> Position	Applicant Position	Status
		<p><del>unacceptable health and safety risk to the Prax Pipeline as well as to the environment.</del></p> <p><del>Prax's position is further outlined at 3.1.1. Absent adequate risk assessment and safety data, Prax is unable to assess whether the dDCO can deliver the rights necessary to Prax to carry out any mitigation works and whether they can be delivered by the Order and within Order limits.</del></p>		
4.1.5	Protective Provisions	<p><del>Prax is of the opinion that the protective provisions provided by the Applicant are insufficient given the risks identified as AS-129. Given the fact that the Applicant cannot currently demonstrate that the proposed crossing of the Prax Pipeline can be carried out negotiation of protective provisions is rendered more complicated.</del></p> <ul style="list-style-type: none"> <li><del>On 18 March 2026, P66' solicitor provided the Applicant's solicitor with the P66 PPs (updated on 16 April 2026 to include reference to the Crossing Details).</del></li> </ul>	<p>The Applicant is currently in discussion with FF regarding the nature and scope of the protective provisions to be included within the <b>draft DCO [APP-016]</b>. <del>The Applicant has reviewed the revised draft PPs provided by FF and provided a markup and comments on 22 April 2026. Following receipt of FF's comments on 24 April 2026, the Applicant provided a further markup and comments on 27 April 2026. Further comments on outstanding points were shared with FF later the same day.</del></p>	Under discussion

Reference	Description of Matter	<del>Prax</del> P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li>• <u>The Applicant's solicitor issued its comments and amendments on the P66 PPs on 22 April 2026.</u></li> <li>• <u>P66's solicitor issued its further comments and amendments on the P66 PPs to the Applicant's solicitor on 24 April 2026.</u></li> <li>• <u>The Applicant's solicitor returned the P66 PPs to P66's solicitor on 27 April 2026 and P66's solicitor provided a list of the points that it believed were not agreed but this was subject to P66's instructions.</u></li> <li>• <u>On 27 April at 22.23 the Applicant's solicitor provided further comments on the list on points but noted that this was subject to the Applicant's instructions.</u></li> </ul> <p>The draft DCO fails to include bespoke protective provisions for <del>Prax</del>P66. Adequate protective provisions must be put in place so as to safeguard the ability or a private pipeline operator to access, operate, repair, maintain and replace the <del>Prax</del>P66 Pipeline. <del>Prax</del>P66 requires these to include provisions to ensure that:</p>	<p><u>The Applicant provided draft PPs to FF on 20 February and in line with FF's request, provided amended draft PPs which benefit Prax (as opposed to BPA) on 24 February seeking comments from FF.</u></p> <p><u>The Applicant did not receive any substantive comments on these draft PPs despite requesting this on several occasions.</u></p> <p><u>FF provided their version of the draft PPs on 18 March, and a revised version of these on 16 April. The Applicant reviewed these and provided a markup and comments on 22 April 2026. Following receipt of FF's comments at 16:28 on Friday 24 April 2026, the Applicant provided a further markup and comments at 11:42 on Monday 27 April 2026. Further comments on outstanding points were shared with FF later the same day subject to final instructions.</u></p>	

Reference	Description of Matter	<a href="#">Prax P66</a> Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li>• <a href="#">a</a>Appropriate indemnities and making good obligations are agreed in respect of any damage to the <a href="#">Prax P66</a> Pipeline (to include cover for indirect and consequential loss bearing in mind that any damage would also affect supply of product).</li> <li>• <a href="#">a</a>Appropriate protective measures will be installed over any parts of the <a href="#">Prax P66</a> Pipeline, which could be crossed as a result of the Project Works; and</li> <li>• <a href="#">w</a>Works over and in the vicinity of the apparatus will be agreed between the parties to ensure compliance with health and safety requirements and <a href="#">Prax's P66's</a> reasonable requirements ; and</li> <li>• <a href="#">t</a>That the <a href="#">Prax P66</a> Pipeline is not to be relocated and that the safety and integrity and ability to move product through the <a href="#">Prax P66</a> Pipeline is safeguarded at all times; <a href="#">and</a></li> <li>• <a href="#">A</a>ny replacement rights to be provided are to be at least as extensive as those enjoyed for the existing apparatus; and</li> </ul>	<p>The Applicant's position with regard to AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p>The Applicant submitted an amended <b>Book of Reference [APP-022]</b> and <b>Statement of Reasons [APP-020]</b> at Deadline 1 so they are consistent. The <b>Book of Reference [APP-022]</b> is accurate in line with HMLR records and has been updated on the basis of additional information provided to WBD by FF. FF confirmed on 27/02/2026 that the BoR is in fact correct and all rights have been included.</p> <p><a href="#">There are no intentions for the P66 Pipeline to be relocated.</a></p>	

Reference	Description of Matter	<del>Prax P66</del> Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li>• <del>t</del>That all costs incurred by BPA, <del>and</del> <del>Prax</del> <del>and</del> <del>P66</del> in terms of engaging or complying with the dDCO and any protective provisions or side agreements collateral thereto including but not limited to putting in place measures to protect their existing apparatus, and obtaining or varying land rights will be met by the Applicant.</li> </ul> <p>The importance of completing an overarching protective provisions agreement <u>or including appropriate protective provisions in the Order</u> has been highlighted by the fact that it appears that not all of <del>Prax's P66's</del> interests (including critical access and working rights) have in fact been identified and set out in the draft Order.</p> <p><del>Draft protective provisions were provided to Prax's solicitors on 20 February 2026 but remain inadequate to accommodate the concerns above and for the reasons set out in AS 129.</del></p>		

Reference	Description of Matter	<u>Prax P66</u> Position	Applicant Position	Status
		<del>In accordance with the commitments made at CAH2, FF provided the Applicant with draft protective provisions on 18 March 2026 and the Applicant provided comments on these on 22 April 2026.</del>		
4.1.6	Works Plans	<p>The <del>DCO</del> Application (specifically the Works Plan) does not include the information necessary for <u>BPA/PraxP66</u> to assess and quantify:</p> <ul style="list-style-type: none"> <li>• <u>either the potential risks of the Project Works/Cable installation (in their proposed form) on the Prax Pipeline and whether these can be carried out safely; or</u></li> <li>• <u>to the extent that the Project Works/Cable installation can be carried out safely with appropriate mitigation what the proposed mitigation is and the data on which that assessment has been made.</u></li> </ul> <p><u>P66 would hope that the Parties can agree these issues in the P66 PPs.</u></p>	<p>The Applicant's position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2. <u>The report includes sufficient information for P66 to assess and quantify the potential risks to the Finaline pipeline and need for mitigation. The report shows that the Proposed Development contributes less than 0.1% of the corrosion threshold, and when added to the existing overhead line, the Proposed Development AC current interferes with and shields the pipeline from the AC current from the existing overhead line, leading to a negligible beneficial effect overall. The embedded mitigation concerning the angle of crossing and separation distance is included in the Proposed Development Parameters; it has not been necessary to include this in the Works Plan.</u></p>	Under discussion



Reference	Description of Matter	<del>Prax</del> <u>P66</u> Position	Applicant Position	Status

## 4.2 Pipeline Matters

Table 4-2: Pipeline matters

Reference	Description of Matter	Prax Position	Applicant Position	Status
4.2.1	Pipeline crossing	<ul style="list-style-type: none"> <li><u>P66's concerns in relation to safety and security of national fuel supply have been outlined in detail in its written and oral submissions.</u></li> <li><u>The Crossing Details are approved in principle subject to final approval by P66.</u></li> </ul> <p><del>The Proposed Development will involve the crossing of the Prax Pipeline with a high voltage electricity cable ("the Cable"). The Cable will be laid underground in close proximity to the Prax Pipeline. Prax has fundamental concerns relating to (inter alia) risk and safety assessments relating to the proposed interaction with the Prax Pipeline, the ability for the Proposed Development to be carried out safely within the Order limits, the ability of the Order to deliver the necessary rights for any necessary mitigation, and the lack of</del></p>	<p>The Applicant's position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p><del>The Applicant is in the process of negotiating bespoke protective provisions with FF and provided comments on FF's draft protective provisions on 22 April 2026 and following receipt of comments from FF on 24 April, provided further comments on on 27 April 2026.</del></p> <p>Further information on the proposed works, offset distances, and crossing angle are provided in the updated AC interference modelling report and engagement is continuing with <u>Prax P66</u> to secure appropriate protective provisions which reflect this.</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><del>agreement in respect of appropriate protective provisions and indemnities. The following information is therefore required:</del></p> <p><del>full details what works and working methods are proposed within 20 meters of the Prax Pipeline; and</del></p> <p><del>how close the Project Works will be to the Prax Pipeline and modelling data to show the predicted levels of AC (Alternate Current) interference ("AC interference") likely to be caused thereby and whether these are within British Standard safety limits; and</del></p> <p><del>whether a final decision has been made as to the crossing angle currently proposed in respect of the Prax Pipeline (as this will have a direct impact on AC interference). Initial discussions have indicated that the Applicant wishes to cross the Prax Pipeline at a 60 degree crossing angle. An angle less than 90 degrees of crossing will make the need for mitigation more likely; and</del></p> <p><del>a) what mitigation works (if any) are envisaged to:</del></p>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><del>safeguard the Prax Pipeline from physical harm during the works, and to protect the Prax Pipeline in the future (once the Cable is energized) from potential damage from AC interference, as this could seriously damage the measures currently in place to protect the Prax Pipeline from corrosion; and to the extent that mitigation measures are necessary (due to operational or safety concerns) that the draft Order has included the necessary land and rights within the draft Order limits. Typically mitigation works might require:</del></p>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>(i) the installation of multiple subsurface 'sacrificial' zinc strips either side of and parallel to the Prax Pipeline together with surface mounted monitoring equipment and surface to subsurface cabling); and/or</p> <p>(ii) the installation of a concrete or other barrier above or below the Prax Pipeline; and/or</p> <p>(iii) a concrete 'raft' above the Prax Pipeline to protect against vehicles / other loads).</p> <p>Prax's position is further outlined at 3.1.1 and in AS-129. While the initial work undertaken to date is sufficient to confirm that there is a credible threat to the pipeline infrastructure, it is not yet possible to of quantify the effectiveness</p>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<del>or sufficiency of any potential mitigation measures</del>		
4.2.2	Risk to National Infrastructure (and by extension the Environment)	<ul style="list-style-type: none"> <li>The <del>Prax P66</del> Pipeline forms part of the Fina network, which supplies fuel to nationally significant sites including airports. Due to the fact that the crossing infrastructure is a high voltage cable and the <del>Prax P66</del> Pipeline is made of steel, the proximity of the Project Works raises serious concerns <u>as has been addressed in its various written and oral submissions regarding:</u> <ul style="list-style-type: none"> <li><del>lack of accurate and correct modelling to assess safety and operational impacts; and</del></li> <li><del>the potential for AC interference and stray currents from electrical infrastructure; and</del></li> <li><del>the potential for accelerated corrosion of the Prax Pipeline (which, if resulting in instability or rupture) would have a significant impact not only on the national fuel supply but also on the environment.</del></li> </ul> </li> </ul>	<p>The Applicant's position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p>The Applicant does not consider there to be a likely significant effect on the <del>Prax P66</del> pipeline. Accelerated corrosion and leakage is not anticipated and this is evidenced by the AC interference modelling report. <u>The report shows that the Proposed Development contributes less than 0.1% of the corrosion threshold, and when added to the existing overhead line, the Proposed Development AC current interferes with and shields the pipeline from the AC current from the existing overhead line, leading to a negligible beneficial effect overall. The Proposed Development is therefore not expected to affect the integrity of the pipeline, and as such there is no likely significant effect on the environment resulting from AC</u></p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><del>Prax is of the view that the Risk Assessment is defective (on the basis that the AC current density calculation is incorrect) and that the Risk Assessment cannot be used to correctly assess the risks relating to the interaction with the Prax Pipeline. As outlined in submission AS-129, the Risk Assessment provided by AECOM is based on incorrect AC current density calculations. However, notwithstanding the inaccuracy, the results indicate that the AC current density (the relevant corrosion parameter) is above the relevant British Standards levels which are deemed safe.</del></p> <ul style="list-style-type: none"> <li>● Failure to address <u>Prax's P66's</u> significant concerns adequately could lead to catastrophic consequences as a result of the potential for accelerated corrosion of the <u>Prax-P66</u> Pipeline (which, if resulting in instability or rupture) would have a significant impact not only on the national fuel supply but also on the environment.</li> </ul>	<p><u>interference that needs to be assessed in the Environmental Statement.</u></p> <p><u>The Applicant published an updated Proposed Development Parameters document at Deadline 5, which includes the (embedded) mitigation measures presented in the AC interference modelling study.</u></p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li><u>Approved Crossing Details need to be embedded in the P66 PPs with appropriate safeguards.</u></li> </ul>		
4.2.3	Environmental Statement	<ul style="list-style-type: none"> <li>The crossing of the <del>Prax P66</del> Pipeline and the potential risks flowing therefrom have not been sufficiently addressed in the Environmental Statement as required by Regulations 4 and 5 and Schedule 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017.</li> <li>The current EIA assumes that mitigation can and will be undertaken. <del>However given that no risk assessment has in fact been carried out the Applicant cannot guarantee that this will in fact be the case.</del></li> <li>If adequate mitigation works are not carried out (for example because these cannot be agreed or adequate land interests obtained) then there is significant risk of harm to the environment due to the potential that the <del>Prax</del></li> </ul>	<p>The potential interaction between <del>the P66's Prax Finaline Pipeline pipeline</del> and the Proposed Development has been considered within <b>Chapter 14: Other Environmental Topics</b> of the ES [APP-039] – see paragraph 14.7.10 (g) which notes the consideration within the assessment of the <del>Prax Finaline Pipeline pipeline</del> referred to: “(g) The Finaline Killingholme to Buncefield underground fuel pipeline”.</p> <p>The assessment establishes the requirement for embedded mitigation to ensure adverse effects are avoided. As such the <b>Framework Construction Environmental Management Plan (CEMP) [APP-189]</b> (ref. MAD-C1) states the following commitment: “To identify any existing infrastructure constraints, both consultation and a desk-based study will be undertaken prior to construction so that appropriate mitigation such as buffers can be incorporated into the design. Cable</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><a href="#">P66</a> Pipeline corrodes at an accelerated and unpredictable rate due to AC interference and there is a resultant fuel leak.</p> <ul style="list-style-type: none"> <li>By failing to include this risk in the Environmental Statement, <a href="#">Prax P66</a> would argue that it is ab initio defective.</li> <li>If the Applicant cannot demonstrate that the Proposed Development as planned can be carried out in such a manner that will be safe both in the short and long term then it is likely that damage will be caused to the <a href="#">Prax P66</a> Pipeline by AC interference. Any damage so caused would be a breach of the Pipeline Safety Regulations 1996 which is an offence.</li> <li>If the HSE were of the opinion that such damage was occurring or was likely to occur it might need to prevent the Proposed Development going ahead.</li> </ul>	<p>Avoidance Tool (CAT) scans will also be used by Contractors to check for buried utilities prior to earth breaking site activities. The Applicant will endeavour to engage with utilities providers as appropriate.” The <b>Framework CEMP [APP-189]</b> is to be developed into a detailed CEMP, substantially in accordance with the Framework Plan, as secured under Requirement 12 of Schedule 2 to the <b>draft DCO [APP-016]</b>.</p> <p>The ES is only required to identify likely significant effects. The Applicant does not consider there to be likely significant effects associated with <a href="#">the PraxP66’s Finaline</a> pipeline and its position is that the industry standard mitigation and inbuilt design measures in the ES are adequate to avoid significant effects on the pipeline. This is evidenced by the AC interference modelling report (‘Risk Assessment’).</p> <p><a href="#">The Proposed Development Parameters was updated at Deadline 5 to include the (embedded) mitigation measures</a></p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
			<p><a href="#">included in the AC interference modelling study.</a></p> <p>The Applicant's position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p>The Applicant is aware of its responsibilities under PSR (1996) and shall demonstrate an acceptable works plan and technical assessment ahead of any works being conducted.</p> <p>The HSE has not shared any concerns with the Applicant.</p>	

## References

- Ref 1 Department for Energy Security & Net Zero (2026). Overarching National Policy Statement for Energy (EN-1). Available at:  
<https://assets.publishing.service.gov.uk/media/695d1015f41883f4e50ed9ab/overarching-national-policy-statement-for-energy-en-1-web-accessible.pdf>

# Appendix A Applicant's Preferred Protective Provisions

## 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—

**"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;

**"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 document of that name identified in the table in Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the P66 outline specification for the purposes of this Order;

**"restricted works"** means—

- (a) the use of explosives within 400 metres of the P66 operations;
- (b) piling, undertaking of a 3D seismic survey or the sinking of boreholes within 20 metres of the P66 operations; and
- (c) any works forming any part of the authorised development within 15 metres of the P66 operations that will or may affect the P66 operations or access to them including—
  - (i) any enabling works, site preparation, ground investigation, haul road installation, temporary works or energisation;
  - (ii) any crossing of the P66 operations or rights relating thereto; and
  - (iii) any works which may result in any material interference with 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 provided that P66 agree that the undertaker shall not be required to carry out pipeline pigging to inform the method statement or as part of the method statement;
- (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 notified to the undertaker 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). Where no written approval is given by P66 within these timescales, P66's approval is deemed to be given.
- (5) The restricted works must be executed in accordance with the works details approved (or deemed to be 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 otherwise agreed in writing between the undertaker and P66 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.

#### **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 exceeds British Safety Standards limits when measured in isolation and not cumulatively with other projects (and for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) will be excluded), 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.
- (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 (excluding legal and professional costs) and expenses (excluding staffing costs) incurred by P66 (for the avoidance of doubt excluding those incurred by 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, surveys and emergency response costs;
  - (d) the watching of and inspecting the execution of the restricted works; and
  - (e) imposing reasonable requirements in accordance with paragraph 3(3).
- (2) 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.

### **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 3, 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) The liability of the undertaker under this paragraph 7 is limited to £50,000,000 million (fifty million pounds).

### **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).

# Appendix B Phillips 66 Limited's Preferred Protective Provisions

## 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).