



Fosse Green Energy

EN010154

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

VOLUME

8

Planning Act 2008 (as amended)

Regulation 8(1)(e)

Infrastructure Planning (Examination Procedure)

Rules 2010

02 June 2026

Planning Act 2008

 The Infrastructure Planning
 (Examination Procedure) Rules
 2010

 Fosse Green Energy
 Development Consent Order 202[]

8.14 Statement of Common Ground with Phillips 66 Limited

Regulation Reference:	Regulation 8(1)(e)
Planning Inspectorate Scheme Reference:	EN010154
Document Reference:	EN010154/EXAM/8.14
Author:	Fosse Green Energy Limited

Version	Date	Issue purpose
Rev 1	24 March 2026	Deadline 3A
Rev 2	28 April 2026	Deadline 5
Rev 3	12 May 2026	Deadline 5A
Rev 4	2 June 2026	Deadline 6



TABLE OF CONTENTS

1. Statement of Common Ground Signatures 1

2. Introduction 2

3. Record of Engagement 5

4. Matters agreed, not agreed or under discussion ~~21~~24

References ~~38~~49

Appendix A Applicant’s Preferred Protective Provisions ~~39~~50

Appendix B ~~Phillips 66 Limited’s~~P66’s Preferred Protective Provisions ~~47~~59

Tables

Table 3-1: Engagement between the Applicant ~~and~~, Prax/, P66 and BPA 5

Table 4-1: Land matters ~~21~~24

Table 4-2: Pipeline matters ~~33~~46



1. Statement of Common Ground Signatures

This Statement of Common Ground has been prepared and agreed by Fosse Green Energy Limited and Phillips 66 Limited.

Signed on behalf of Fosse Green Energy Limited

Name:

Position:

Date:

Signature:

Signed ~~by British Pipeline Agency Limited~~ on behalf of Phillips 66 Limited

Name: [REDACTED]

Position: [VP, UK Lead Executive Humber Refinery](#)

Date: [02.06.2026](#)

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 Phillips 66 Limited (P66) (together known as "the Parties") in respect of the Proposed Development.
- 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~~the safe crossing of the pipeline and associated design parameters and protective provisions.
- 2.1.5 As set out in its request for further information pursuant to Rule 17 of the Infrastructure Planning (Examination Procedure) ~~Rule~~Rules 2010 dated ~~2 April~~18 May 2026 [PD-~~019-027~~], the ExA requested ~~details showing how the pipeline can be crossed safely ("Crossing Details"); the outstanding~~a final and signed SoCG; and a set of bespoke protective provisions showing agreed and any disagreed text, were to be submitted ~~not~~no later than Deadline ~~5 (28 April 2026). The SoCG was not agreed between the Parties by this date.~~6.
- 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 [as being](#) 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 ~~2.13-1~~.

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".

2.3.3 This ~~Statement of Common Ground~~[SoCG](#) also refers to British Pipeline Agency Limited (BPA) which acts as agent for P66 to operate and maintain the 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 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 [34](#) of this SoCG, 'Matters agreed, not agreed or under discussion' are colour coded in column 5 and categorised as follows:
- a. "Agreed" (green) indicates where the issue has been resolved;
 - b. "Not Agreed" (red) indicates a final position that a matter cannot be agreed; and
 - c. "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 subsequently~~ [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 directly as its liquidators had not 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 the Applicant and its agents started to include BPA as addressee in respect of the [Project Proposed Development](#)).
- 3.1.3 The Applicant's ~~Legal~~[legal](#) representative is Womble Bond Dickinson (UK) LLP ("WBD").
- 3.1.4 P66'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 Applicant chased Prax for a response for the Land Interest Questionnaire sent to Prax by the Applicant.
21/10/2024	Letter	S42(d) – Notice of statutory consultation issued.
07/03/2025	Email	Email chasing Applicant chased Prax for 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 <u>agreed</u> to supply to BPA exact locations and design information in respect of the proposed crossing of the Prax <u>P66</u> Pipeline.
02/06/2025	Email	BPA chases <u>chased</u> the Applicant for location and design information (pursuant to 02/04/25 email <u>meeting</u>).
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 (<u>PPs</u>).
06/08/2025 <u>and</u> <u>20/08/2025</u>	Email	WBD asked <u>chased</u> BPA for details of its legal representatives to allow discussions on protective provisions <u>PPs</u> 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 : <ul style="list-style-type: none"> • <u>confirmed</u> to FF to confirm <u>that</u> they act for the Applicant and to supply draft protective provisions (PPs) for comment. <u>WBD</u>; • <u>supplied draft PPs; and</u> • asked that FF <u>to</u> review these <u>the</u> PPs and take instructions from its client <u>BPA</u> as to whether these would provide appropriate protection to its client's <u>the</u> rights and apparatus within the Order Limits <u>limits</u> 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 <u>confirmed</u> they are <u>were</u> not yet instructed and will <u>but would</u> keep WBD posted <u>updated</u> .
18/09/2025	Letter	S56 – Notice of acceptance of DCO application.
<u>22/09/2025 and</u> <u>30/09/2025</u>	Email <u>Emails</u>	BPA chases <u>chased</u> the Applicant for specific location and design information (pursuant to 02/04/25 email <u>meeting</u>).

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 <u>chased</u> the Applicant for location and design information (pursuant to 02/04/25 email <u>meeting</u>).
10/10/2025	Emails	<ul style="list-style-type: none"> BPA chases<u>chased</u> the Applicant for location and design information pursuant to 02/04/25 email<u>meeting</u>. The Applicant sends a response saying to BPA stating the location and design information will<u>would</u> be shared in due course.
13/10/2025	Email	The Applicant responds to <u>provided</u> BPA with confirmation that the crossing angle will <u>would</u> be 60 degrees or greater and to supply generic <u>typical</u> crossing information relating to 400kV crossings.
22/10/2025	Email	BPA email <u>confirmed to</u> the Applicant to confirm that specific risk assessment is <u>was</u> needed in respect of AC interference (" <u>Risk Assessment</u> ").
24/10/2025	Email	The Applicant responds to say <u>responded to BPA</u> that the "modelling [BPA] have requested would be undertaken post-consent" but to offer <u>and offered</u> the potential for protective provisions <u>PPs</u> 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	<u>FF to WBD:</u> <ul style="list-style-type: none"> FF emailed<u>sent</u> Relevant Representations FE20B848E and F7876C980 to WBD confirming; <u>confirmed</u> FF were now instructed; and requesting an urgent all parties meeting; <u>requested an urgent all Parties meeting</u>.

07/11/2025	Email	<p><u>WBD to FF:</u></p> <ul style="list-style-type: none"> • <u>requested availability for an all Parties meeting; and</u> • WBD email FF to request availability for an all parties meeting and to ask<u>asked</u> if FF had bespoke PPs to share so that WBD could<u>for</u> review these and take instructions.
12/11/2025	Emails	<ul style="list-style-type: none"> • WBD email to<u>FF to follow</u>– <u>followed</u> up on availability for an all-parties<u>all-Parties</u> meeting and request<u>requested</u> bespoke PPs be provided. • FF email to<u>WBD to</u>– confirm<u>confirmed</u> (1) they are<u>were</u> waiting for their client's<u>BPA's</u> availability and confirm that<u>(2)</u> 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 <u>Prax P66</u> Pipeline, bespoke PPs would be needed which FF would prepare subject to an undertaking being given by WBD. • WBD request<u>requested</u> an estimate of FF's <u>incurred and</u> anticipated costs for PPs, noting and<u>noted</u> that the Applicant would not be covering FF's costs for submission of relevant representations on behalf of BPA / Prax.
25/11/2025	Email	<p>FF email<u>emailed</u> WBD to refer to the Inspectorate's<u>ExA's</u> request for the Parties to act urgently in respect of agreeing a statement of common ground<u>SoCG</u> and request engagement on that front.</p>
26/11/2025	Meeting – MS Teams	<ul style="list-style-type: none"> • Attended by legal representatives and project teams of both the Applicant and Prax. Details of the proposed Cable Corridor shared. • FF repeated concerns set out in Relevant Representation F7876C980 as to<u>(whether the dDCO and Order Limits</u><u>limits</u> as drafted were sufficient to deliver the necessary rights and powers to protect the fuel pipeline given that to date no <u>risk</u>

		<p>assessment<u>Risk Assessment</u> as to what (if any mitigation) might<u>would</u> be required has<u>had</u> been carried out).</p> <ul style="list-style-type: none"> • The Applicant agreed to undertake modelling of AC interference. • 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.<u>PPs could be negotiated when further information was available with regards to the level of mitigation which may be required (if at all).</u> • FF pointed out that if a risk assessment<u>Risk Assessment</u> was unlikely to be achievable in the necessary timeframe the Parties could agree protective provisions<u>PPs</u> which confirm that the Proposed Development will not be constructed or energised over the Prax<u>P66</u> Pipeline until the Parties had (acting reasonably) agreed on how this could be done safely and referred WBD to protective provisions<u>PPs</u> agreed in respect of the CATS pipeline as part of the Net Zero Teesside DCO.
05/12/2025	Email	<p><u>BPA:</u></p> <ul style="list-style-type: none"> • BPA provide<u>provided</u> the Applicant with further detail of the Prax<u>P66</u> Pipeline, including the location of cathodic protection post locations. ; <u>and</u> • BPA request<u>requested</u> an update on when modelling data will be provided to BPA.
09/12/2025	Email	FF chase <u>chased</u> WBD in respect of the requested risk assessment <u>Risk Assessment</u> and to ask <u>asked</u> for cost cover.
12/12/2025	Email	The Applicant emails <u>confirmed to</u> BPA to confirm that the draft SoCG would be provided in the coming weeks.
17/12/2025	Email	WBD confirms <u>confirmed</u> that:

		<ul style="list-style-type: none"> AC modelling is "was ongoing" and that a draft of the PPs could be provided subject to the risk assessment <u>Risk Assessment</u>; and Cost <u>cost</u> cover of £6,500 <u>plus VAT</u> would be offered in respect of Prax's legal fees for the preparation and negotiation of protective provisions <u>PPs</u> and any associated agreements, including the justification for this amount based on similar work required with statutory undertakers 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. <p>WBD also:</p> <ul style="list-style-type: none"> Share <u>shared</u> the email from 12/12/2025 which enclosed <u>confirmed</u> that the draft SoCG <u>would be provided in coming weeks</u> with FF; <u>and</u> Give <u>gave</u> advance notice to FF of the details for the upcoming hearings due to take place the following in <u>in</u> January <u>2026</u>.
22/12/2025	Email / Document	The Applicant provided Prax with a draft Statement of Common Ground <u>SoCG</u> for review and comment.
22/12/2025	Email	WBD updates <u>updated</u> FF that the Applicant hope <u>hoped</u> to have the results of the risk assessments <u>Risk Assessments</u> by the end of January 2026.
07/01/2026 - 08/01/2026	Emails	<ul style="list-style-type: none"> FF sends <u>sent</u> WBD an updated version of the plot interactions' table highlighting where plots relevant to Prax are <u>were</u> still missing from the Book of Reference (<u>BoR</u>) together with title references. WBD confirm <u>confirmed</u> to FF that the Book of Reference (BoR) and Schedule of Negotiations (SoN) have <u>had</u> been updated and provide <u>provided</u> comments/queries from the land referencing team.

		<ul style="list-style-type: none"> • FF respond<u>responded</u> to comments/queries sent by WBD. • BoR / SoN updated in line with information confirmed by FF.
08/01/2026	Hearing	During CAH1, the Applicant stated that the results of the risk—assessments <u>Risk Assessment</u> 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 <u>requested</u> an update on—the—risk—assessment information <u>from WBD on the Risk Assessment</u> due to be provided by 16/01/2026 (but—which <u>remains</u> remained 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 <u>Risk Assessment</u> 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 <u>chased</u> the Applicant for the results of the AC—Interference—Modelling Study (or Risk Assessment).
22/01/2026	Email	The Applicant chases <u>chased</u> Prax / BPA for any comments or amendments to <u>on</u> the draft SoCG.
29/01/2026	Email	WBD provide <u>provided</u> FF with a copy of the completed AC—Interference—Modelling Study (or Risk Assessment).
<u>06/02/2026</u>	<u>Emails</u>	<u>BPA provided comments and concerns on the Risk Assessment to WBD and requested a call between the Parties. WBD confirmed that it would obtain details of the Applicant's availability and revert.</u>
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 ;

		<ul style="list-style-type: none"> • <u>Discussed the results of the Risk Assessment.</u> • <u>Discussed</u> that the Applicant would re-run and re-issue the AG Interference Modelling Study (or Risk Assessment)— to include other developments in the area (<u>i.e. the existing overhead line</u>) and including soil test data.
20/02/2026	Emails	<p><u>WBD to FF:</u></p> <ul style="list-style-type: none"> • Draft PPs provided to FF by WBD with WBD revised draft PPs based on those included for the protection of CATS North Sea Limited in The Net Zero Teesside Order 2024 (Part 6, Schedule 12) as referred to by FF during the all Parties meeting on <u>26/11/2025</u> acknowledging that these may need amending to refer to the correct entity. WBD; and • -requested FF review these<u>the</u> PPs, take instructions and provide comments. <p>FF confirm that the PPs should be for the benefit of Prax, reiterated that it considered the Risk Assessment was inadequate and confirmed that there were errors in the land categorisation.</p>
24/02/2026	Emails	<ul style="list-style-type: none"> • WBD provide<u>provided</u> amended draft PPs referring to “Prax” (as opposed to “BPA”) as requested and ask for<u>asked</u> 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. • FF respond to<u>provided</u> WBD to provide<u>with</u> a copy of the<u>its</u> additional submission which it has submitted to the Examination [AS-129]. • <u>FF reiterated that it considered the Risk Assessment to be inadequate.</u>

		<ul style="list-style-type: none"> WBD provided an undertaking for £6,500 reiterating that this was for the negotiation of PPs.
26/02/2026	Email	FF provided <u>WBD with</u> the draft Statement of Common Ground <u>SoCG</u> with amendments.
27/02/2026	Email	<u>WBD to FF:</u> <ul style="list-style-type: none"> WBD not<u>noted</u> the statement from FF that "the provisions provided are generic in nature and unsuited to govern the specific concerns relating to the crossing of an operational fuel pipeline"; and confirm <u>confirmed</u> that WBD await receipt of comments on proposed amendments to the draft PPs in order to consider these and take instructions. FF state dissatisfaction with the wording of the undertaking, but do not provide further details.
<u>27/02/2026</u>	<u>Email</u>	<u>FF confirmed:</u> <ul style="list-style-type: none"> <u>it considered that the Risk Assessment remained inadequate;</u> <u>it was therefore not possible to assess the safety issues /extent of mitigation required;</u> <u>it could create bespoke PPs but these would need to be very wide given the absence of agreed safety data and</u> <u>the term and quantum of the £6,500 cost undertaking provided was not considered to be acceptable.</u>
06/03/2026	Email <u>Emails</u> (incl. BPA response)	<ul style="list-style-type: none"> Applicant emailed to BPA to suggest <u>suggested</u> a meeting to discuss the soil test methodology. BPA responded to say the team did not have availability. <u>BPA to Applicant – responded that the team did not have availability.</u> Statement of preferred requirements of soil testing from BPA.
09/03/2026	Email	WBD confirm <u>confirmed</u> that: <ul style="list-style-type: none"> The Applicant expects<u>expected</u> soil sampling to be undertaken on 12 March<u>12/03/2026</u> and that the

		<p>modelling will<u>would</u> then be updated (w/c 16/03/2026 or as soon as possible thereafter);</p> <ul style="list-style-type: none"> • Any<u>any</u> draft protective provisions<u>PPs</u> will<u>would</u> be subject to the final outcome of the remodelled risk assessment and whether any mitigation is deemed to be<u>was</u> required; <u>and</u> • The<u>the</u> undertaking specifically covers<u>covered</u> legal fees for preparing and negotiating protective provisions <u>and that the Applicant would not cover costs beyond this, in line with the costs cover provided for statutory undertakers affected by the project, and in the same way that costs of submitting an objection under the CPO regime would not normally be recoverable.</u>
09/03/2026	Email	<p>FF outline<u>outlined</u> to WBD that:</p> <ul style="list-style-type: none"> • Prax is<u>was</u> not a statutory undertaker and does<u>did</u> not benefit from statutory rights or powers and therefore needs<u>needed</u> bespoke protective provisions<u>PPs</u> and agreement relating to the area where the Proposed Development crosses<u>crossed</u> the Prax<u>P66</u> Pipeline; • The<u>the</u> Applicant has<u>had</u> not been able to provide what Prax considers<u>considered</u> to be <u>a</u> correct or sufficient safety data<u>Risk Assessment</u> meaning that Prax needs<u>needed</u> to maintain their objection to the dDCO as drafted; <u>and</u> • FF also provide comments on the wording<u>terms</u> of the costs undertaking provided by WBD<u>remained unacceptable.</u>
09/03/2026	Email <u>Emails</u> (incl. BPA response)	<ul style="list-style-type: none"> • 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 and proposed approach to the revised modelling.
10/03/2026	Meeting	<ul style="list-style-type: none"> • Discussion held—between the Applicant and BPA to review basis for soil testing requirements and modelling works. • BPA confirmed position on opposition<u>objecting to the dDCO</u> until such a time that BPA are satisfied that <u>the impact on pipeline is the P66 Pipeline was</u> minimal, including consideration of cumulative impacts across multiple planned projects potentially impacting pipeline.
16/03/2026	Email	WBD explain <u>explained</u> to FF that it cannot <u>could not</u> provide an undertaking using the requested wording but suggest <u>suggested</u> alternative terms.
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 <u>provided</u> WBD with draft bespoke protective provisions <u>PPs</u> in line with the basis agreed at CAH2.
19/03/2026	Email	The Applicant sent the revised version of the Statement of Common Ground <u>SoCG</u> 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 <u>SoCG</u> .
23/03/2026	Email	Prax/BPA confirmed they would respond on 24/03/2026 following a review of the Statement of Common Ground <u>SoCG</u> .
23/03/2026 <u>and</u> 24/03/2026 Email	Email	<ul style="list-style-type: none"> • WBD email<u>emailed</u> FF acknowledged<u>to acknowledge</u> receipt of FF's draft protective provisions<u>PPs</u> and noted that given the timings it would be submitting the Applicant's preferred protective provisions at Deadline 3A <u>but would ensure the ExA was made aware that these represent the Applicant's preference and discussions would continue.</u>

		<ul style="list-style-type: none"> <u>Prax/BPAFF</u> responded on the Statement of Common Ground<u>SoCG</u> advising they would be submitting an amended version of a previous iteration of the draft Statement of Common Ground<u>SoCG</u> to the Examination at Deadline 3A.
24/03/2026	Meeting	<p>The Applicant hosted an all parties<u>All Parties</u> meeting to discuss the crossing of the <u>P66 Pipeline</u>.At this meeting, the :</p> <ul style="list-style-type: none"> <u>The Applicant</u> agreed that it would <u>aim to provide an updated AC interference modelling report ('Risk Assessment')</u> <u>by 27 March 2026 but that it may be received at a later date.</u> <u>BPA</u> suggested verbally that its preference is a 90 degree crossing angle, asking that the Applicant consider this.
02/04/2026	Email	<p><u>WBD to FF:</u></p> <ul style="list-style-type: none"> WBD email FF outlining<u>outlined</u> that the Applicant's technical experts are<u>were</u> continuing to work on updating modelling and that the Applicant would hope that when the updated modelling report is provided the draft protective provisions<u>PPs</u> it provided previously would form the basis of negotiations - rather than the FF drafted PPs provided on 18 March 2026. <u>-This was on the basis that those provided by the Applicant were better suited to a situation where no mitigation is required.</u> <u>-WBD suggests</u><u>suggested</u> that progress on negotiating protective provisions is<u>PPs was</u> paused pending the outcome of technical discussions.
07/04/2026	Email	<p><u>FF to WBD:</u></p> <ul style="list-style-type: none"> <u>chased for the outstanding risk assessment; and</u> FF state that the updated report remains outstanding (although it was sent to BPA that day) and request<u>requested</u> WBD/the Applicant

		to review and return the draft protective provisions PPs provided by FF on 18 March 2026.
07/04/2026	Email	<u>Applicant to BPA</u> – 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.
08/04/2026	Email	The Applicant notifies <u>notified</u> BPA and FF that the AC interference report ('Risk Assessment') will <u>would</u> be updated to accommodate a 90-degree crossing <u>angle</u> , which BPA had previously suggested verbally should <u>could</u> resolve matters.
08/04/2026	Email	FF state that they do not agree with WBD's wording for the <u>requested changes to the offered terms of the costs</u> undertaking and request further alternative wording as the terms provided were not considered acceptable.
09/04/2026	Email	WBD confirm <u>confirmed</u> to FF that the Applicant will <u>would</u> commit to crossing the Prax P66 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 <u>FF to WBD/Applicant – Sent amended</u> draft SoCG provided to the Applicant by Prax.
10/04/2026	Email	FF respond to WBD stating: <ul style="list-style-type: none"> • <u>confirmed</u> that the PPs drafted by FF <u>pursuant to the CAH2 commitments</u> remain Prax's preferred position, and this is <u>was</u> not altered by the proposed crossing angle; • <u>requested that the updated risk assessment (based on the 90-degree crossing angle) was provided by midday on 13 April 2026 as it was not</u>

		<p>otherwise possible to assess what safeguards may or may not be required; and</p> <ul style="list-style-type: none"> • requested confirmation that the PPs it provided on 18 March 2026 would be reviewed by the Applicant.
10/04/2026	Email	WBD respond responded to FF noting Prax's position and confirming confirmed that the draft PPs provided by FF would be reviewed.
13/04/2026	Email	BPA confirm confirmed to WBD/the Applicant that the updated report was in fact received on 7 April 2026 , but it did not propose reviewing this, as the Applicant would be providing a further revision.
13/04/2026	Email	WBD (to FF) acknowledged Prax's position and confirmed that review of the draft PPs provided by FF was ongoing.
14/04/2026	Email	WBD confirmed to FF that it would provide a revised undertaking subject to certain terms and suggested further alternative wording.
14/04/2026	Email	FF reiterated Prax's requirements in relation to the AC interference study Risk Assessment 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 was passed directly between the relevant experts, without legal involvement. WBD suggest further alternative wording for the undertaking, seeking to reach a compromise.
15/04/2026	Email	FF clarified that the 'incorrect assumptions' relate to the crossing report not being based on the preferred 90 degree crossing angle.
15/04/2026	Email	The Applicant provides provided BPA and FF with a copy of the updated AC Interference Modelling Study (or Risk Assessment) , which now includes included a 90 degree crossing. The Applicant suggests suggested a meeting on 17th 17 April 2026 and twice weekly meetings thereafter up to Deadline 5.

15/04/2025	Email	FF queried the angle of the crossing which did not look to be 90 degrees with the Applicant.
15/04/2025	Email	The Applicant confirmed to FF that the crossing was at 90 degrees.
16/04/2026	Email	BPA suggests suggested a meeting on 22nd 22 April 2026 to discuss the updated AG Interference Modelling Study (or Risk Assessment) .
16/04/2026	Email	FF provide provided WBD with updated draft PPs following receipt of the updated report by Prax.
16/04/2026	Email	WBD confirms confirmed receipt of the revised draft PPs and requests requested copies of the documents listed under “the Prax requirements” in the draft PPs so that these can could be reviewed in parallel to the draft PPs.
17/04/2026	Email	BPA provided the documents requested by WBD.
20/04/2026	Email Emails	FF to WBD: <ul style="list-style-type: none"> • requested comments on the draft PPs and SoCG; and • FF state continued disagreement with the alternative wording for the undertaking proposed by WBDconfirmed that the existing undertaking remained unacceptable in terms and inadequate in quantum and put forward a revised undertaking proposal.
21/04/2026	Email	BPA provided feedback on the AG interference report (risk assessment) to the Applicant on the Risk Assessment to assist a meeting scheduled on 22 April 2026.
22/04/2026	Meeting	<ul style="list-style-type: none"> • Meeting between the Applicant team and BPA and FF. Discussed • Parties discussed comments on the risk assessmentRisk Assessment and proposed design parameters. • -The Applicant team agreed to share the updated Proposed Development Parameters ahead of D5Deadline 5 for BPA and Prax to review.

		<ul style="list-style-type: none"> -Costs were also discussed, and FF agreed to provide invoices <u>breakdown of fees</u> incurred by BPA to date for consideration by the Applicant.
22/04/2026	Email	WBD sent FF a markup of the draft PPs with comments.
23/04/2026	Email	The Applicant shares <u>shared</u> an updated SoCG with FF and BPA for review and editing.
23/04/2026	Email <u>Emails</u>	<ul style="list-style-type: none"> <u>FF provided copy of fee breakdown together with detailed narratives.</u> <u>WBD requested individual time entry data for all time incurred.</u> FF provide the invoices incurred by BPA to date and discussions <u>confirmed that individual financial / time entry data was market sensitive and confidential and could not be shared. Discussions</u> regarding costs are picked up directly between the Applicant and BPA.
<u>23/04/2026</u>	<u>Email</u>	<u>The Applicant team sent FF an updated SoCG.</u>
24/04/2026	Emails	<ul style="list-style-type: none"> The Applicant team shares <u>shared</u> an updated AC interference report (risk assessment) <u>Risk Assessment</u> with FF and BPA. FF shares <u>shared</u> comments on the draft PPs at 16:28 (on a Friday) <u>and</u> requested that these be returned by midday on Monday 27 April.
27/04/2026	Emails	<ul style="list-style-type: none"> The Applicant team requests <u>requested</u> an update from FF and BPA on the SoCG and suggests <u>suggested</u> a meeting to finalise the SoCG the same day. FF replies <u>replied</u> that the FF and BPA teams will <u>were</u> not have time <u>available</u> for a meeting <u>that day</u> and the intention is <u>was</u> that Prax will <u>would</u> be submitting its own version of the

		<p>SoCG at Deadline 5 <u>accepting all amends that can be agreed</u>¹.</p> <ul style="list-style-type: none"> WBD on behalf of the Applicant shares<u>shared</u> an updated markup of the PPs with comments for FF to consider at 11:42 (in line with FF's request).
27/04/2026	Phone call	<p>BPA calls<u>called</u> Applicant team to discuss one<u>a</u> point in the risk—assessment<u>Risk Assessment (the exact parameters for the cable and where any transition from trefoil to flat formation will be carried out)</u>. The Applicant agrees<u>agreed</u> to update the report. BPA provide<u>provided</u> verbal confirmation that the technical solution is agreed <u>in principle</u>.</p>
27/04/2026	Emails	<ul style="list-style-type: none"> The Applicant team shares<u>shared</u> an updated AC interference report (risk assessment)<u>Risk Assessment</u> with FF and BPA. FF replies<u>replied</u> to WBD saying it does<u>did</u> not envisage being able to respond to the PPs before Deadline 5. FF later replies<u>replied</u> on points still not agreed on the PPs subject to their<u>their client's</u> instructions. WBD provides<u>provided</u> comments on the lists of points not agreed on the PPs subject to their—client's<u>client</u> instructions. WBD emails<u>emailed</u> FF explaining that the ExA requires<u>required</u> a final and signed SoCG to be submitted at Deadline 5 and reiterates<u>reiterated</u> 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. Emails between Applicant and BPA on the updated AC—interference modelling report<u>Risk Assessment</u> and length of trefoil arrangement.
27/04/2026	Phone call	<p>BPA and Applicant discuss<u>discussed</u> resolution of technical matters and fees; BPA confirmed that the respective technical</p>

¹ This was the day before the transfer to P66 and Prax and the Liquidators were therefore not available for meetings.

		teams have agreed the technical solution for the crossing.
28/04/2026	Phone call	<ul style="list-style-type: none"> • WBD callcalled FF seeking an update, particularly in relation to the SoCG- <u>provided on 23.04.26</u> • -FF <u>confirmed they were</u> unable to provide an update at that time but would come back to WBD².
28/404/2026	Email	From BPA to Applicant outlining the fees they have incurred to date and asking for the Applicant to agree to pay these.
28/404/2026	Email	From Applicant to BPA requesting, as offered, the breakdown of the fees.
28/404/2026	Email	From BPA to Applicant confirming sourcing of the information.
28/404/2026	Email	From Applicant to BPA asking if the <u>requesting engagement between the technical teams as to the proposed</u> technical solution that has been agreed has been communicated in writing to the Applicant's technical team.
28/404/2026	Email	From BPA to Applicant asking for invoice details.
28/404/2026	Email	From Applicant to BPA asking to clarify the request for invoice details.
28/404/2026	Email	From BPA to Applicant confirming BPA plan to invoice the Applicant.
28/404/2026	Email	From Applicant to BPA clarifying <u>stating</u> : <ul style="list-style-type: none"> • -that the Applicant made<u>has no liability to pay costs beyond the undertaking already provided and that</u> its position <u>was made</u> clear in December 2025; • <u>technical solution (as opposed to a full outline specification) was agreed in principle between the Parties technical teams; and</u> • -that other than a 'contribution' to PPs drafting it would not be contributing to any other fees.
28/404/2026	Email	From Applicant to BPA recording disappointment in <u>regarding</u> lack of further

² Note that this was the day of the transfer to P66.

		progress towards agreed PPs and SoCG and regarding costs .
28/04/2026	Email	FF email to WBD (and the wider Applicant team) at 20:44 providing copies of the submissions made on behalf of BPA as agents for Phillips-66 P66 and stating that Phillips-66 P66 was now the owner of the assets.
30/04/2026	Email	FF email to WBD regarding costs.
06/05/2026	Email	WBD to FF regarding costs .
07/05/2026	Emails	<ul style="list-style-type: none"> The Applicant team provided updated crossing details (contained in the Risk Assessment) and confirmed that it will update the full report and circulate. BPA confirmed that the Crossing Details were agreed in principle.
07/05/2025 07/05/2026	Emails	The Applicant send team sent 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. FF and BPA requesting comments by 11/05/2026.
08/05/2026	Email	FF confirmed to WBD that it would review the SoCG and take instructions from BPA/P66. FF email to WBD regarding costs.
08/05/2026	Email	Applicant provided an updated Risk Assessment to BPA to reflect a minor correction.
08/05/2026	Email	FF to WBD requesting comments on the protective provisions it submitted at Deadline 5.
11/05/2026	Email	WBD to FF providing a further draft of the protective provisions at 10:07 (in line with FF request) and seeking details of the P66 acquisition in order to accurately update the BoR and associated documents.
12/05/2026	Call	Call from AECOM to FF in respect of the SoCG.
12/05/2026	Email	FF to AECOM confirming that instructions were awaited in respect of the SoCG.
12/05/2026	Email	FF email to WBD (and the wider Applicant team) at 17:39 providing copies of the

		submissions made on behalf of BPA as agents for P66.
13/05/2026	Email	Applicant to BPA requesting a call to discuss the outstanding points.
13/05/2026	Call	Applicant and BPA discussed the outstanding points.
18/05/2026	Email	Applicant shares updated SoCG with P66 team for updating.
18/05/2026	Call	Applicant and BPA discussed a solution with regards to costs.
19/05/2026	Email	FF to WBD requesting comments on the PPs submitted on behalf of P66 at Deadline 5A.
19/05/2026	Email	WBD to FF confirming position on the PPs remains as per the Applicant's Deadline 5A submission and summarised the matters not agreed.
19/05/2026	Email	BPA to Applicant highlighting outstanding points on the PPs and SoCG, noting discussions were ongoing internally.
20/05/2026	Email	Applicant to BPA highlight outstanding points on PPs to aid discussions.
21/05/2026	Call	Applicant and BPA discussed the outstanding matters not agreed on the PPs.
22/05/2026	Email	Applicant to BPA providing proposed amends to PPs.
08/05/2025 26/05/2026	Emails and Call	<ul style="list-style-type: none"> • 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. • Email from BPA request the drawing in the to Applicant asking for an update on AC interference modelling report is updated to remove reference to a gas pipeline point (14:17). • Email from Applicant to BPA confirming that an internal call was scheduled to discuss the AC interference point in the PPs and an update would be provided as soon as possible (14:26). • Email from BPA to Applicant requesting a call to discuss outstanding points (16:26).

		<ul style="list-style-type: none"> • Applicant team shares updated drawing. <u>Call from BPA to Applicant to discuss outstanding points (16:30).</u>
<u>27/05/2026</u>	<u>Emails and Call</u>	<ul style="list-style-type: none"> • <u>Email from BPA to Applicant requesting wording on draft costs undertaking (10:56).</u> • <u>Call between Applicant and BPA to discuss position on costs and other outstanding points (10:58).</u> • <u>Email from BPA to Applicant with amended version of PPs (17:05).</u>
<u>28/05/2026</u>	<u>Emails</u>	<ul style="list-style-type: none"> • <u>FF sent updated PPs to WBD; and</u> • <u>Applicant to BPA confirming review of the amended PPs was ongoing.</u>
12/05/2025 <u>29/05/2026</u>	<u>Calls and Email</u>	<ul style="list-style-type: none"> • <u>Call between Applicant and BPA to discuss the outstanding points and propose a timeframe within which to aim to seek agreement (14:04).</u> • <u>Email from Applicant to BPA to listing outstanding points which remain subject to final discussion (16:59).</u> <p>FF communicates that they are waiting on instruction from Phillips 66 before the SoCG can be returned to the Applicant.</p>
<u>29/05/2026</u>	<u>Email</u>	<ul style="list-style-type: none"> • <u>FF sent updated PPs and SoCG to WBD; and</u> • <u>WBD sent amended PPs to FF.</u>
<u>01/06/2026</u>	<u>Calls and Emails</u>	<ul style="list-style-type: none"> • <u>Email from BPA to Applicant requesting matters be closed out by midday (10:52).</u> • <u>Email from Applicant to BPA requesting a call to discuss final matters (10:59).</u> • <u>Email from BPA to Applicant requesting a call at 12pm (11:40).</u> • <u>Email from Applicant to BPA confirming availability for a call (12:02).</u> • <u>Call between Applicant, BPA and P66 to discuss outstanding issues. Agreement reached in principle. Applicant to amend drafting of the PPs and revert back before the end of the day (16:00)</u>



		<ul style="list-style-type: none"> • WBD sent amended drafting of PPs to BPA, P66 and FF (21:36).
02/06/2026	Email	WBD sent the updated SoCG to FF.

4. Matters agreed, not agreed or under discussion

4.1 Land matters

Table 4-1: Land matters

Reference	Description of Matter	P66 Position	Applicant Position	Status
4.1.1	Engagement	<p><u>We refer to Table 3-1 and our written submissions in relation to engagement between the Parties.</u></p> <p>The Applicant has only recently addressed the significant safety and other concerns relating to the P66 Pipeline (which is part of critical national infrastructure), in respect of the risk and safety data as outlined in AS-129 as evidenced by:</p> <ul style="list-style-type: none"> • The January Risk Assessment (provided on 29 January 2026) contained incorrect calculations in relation to AC interference. • An updated risk assessment was due to be provided by 27 March 2026. • The April Risk assessment was eventually provided on 15 April 2026. <p><u>There has been significant progress between the Parties in relation to the protective provisions. However, there remain a number of outstanding points</u></p>	<p>Table 3-1 provides the sequences<u>sequence</u> 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 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. <u>which has been extensive in efforts to reach agreement.</u></p> <p>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</p>	Under Discussion <u>discussion</u>

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>which require further discussion between the Parties.</u></p> <ul style="list-style-type: none"> The April Risk Assessment was however incorrect as it was based on an incorrect crossing angle. <p><u>Engagement between the parties is ongoing in this respect.</u></p> <ul style="list-style-type: none"> 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). The Updated Risk Assessment provided on the 24 April 2026 was 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. 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 	<p>does not consider the 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.</p> <p>In summary, the<u>The</u> Applicant is in discussion with FF regarding bespoke protective provisions to be included in the draft DCO [APP-016] and significant progress has been made in this regard, with <u>the</u> only a limited number of points now outstanding, as explained in Appendix B. In addition, the Applicant has undertaken and provided an AC</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>undertaking on acceptable terms has not to date been provided.</p> <p>Please see 4.1.5 in relation to the protective provisions following submission of the report.</p>	<p>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 P66, along with the technical solution for crossing of the pipeline. There is no requirement for mitigation outside of the Order limits. <u>being in relation to AC interference and costs incurred to date (see row 4.1.5).</u></p> <p>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 overhead line, leading to a negligible beneficial effect overall.</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
			<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 at 16:28 on Friday 24 April 2026, the Applicant provided further comments at 11:42 on Monday 27 April 2026.</p> <p>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.</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
4.1.2	P66's position vis a vis the dDCO	<p>Considerable<u>The safety and operational concerns vis a vis the ProjectProposed Development</u> have been addressed in the 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<u>Formal Agreement is needed on matters, as set out in P66's preferred PPs annexed to this SoCG, including:</u></p> <ul style="list-style-type: none"> a) Please see 4.1.1 in relation to the Final Risk Assessment and Crossing Details; and <u>a) protection of the P66 Pipeline from any AC interference over the safety levels stipulated by British Safety Standards caused by the construction or energisation of the Project whether (i) as a result of the electricity flowing through the Cable Corridor to be constructed or (ii) the subsequent transmission of the electricity produced by the Proposed Development through National Grid's existing electricity</u> 	<p>The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the draft DCO [APP-016]—and—<u>Partially agreed bespoke protective provisions are included at Schedule 14 of the draft DCO submitted at Deadline 5A [REP5A-006].</u> <u>Negotiations are ongoing between the parties and the final iteration of the draft DCO to be submitted to the Examination at Deadline 7 will reflect further agreement reached. The only matters in the protective provisions which are currently outstanding relate to AC interference and costs incurred to date. The parties are continuing to discuss these matters in order to reach agreement prior to the close of Examination.</u></p> <p><u>The Applicant</u> 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</p>	Under Discussion <u>discussion</u>

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>cable with reference OHL 4ZM; and</p> <p>b) an obligation to carry out the Project Works in line with the Outline Specification and an agreed consent procedure; and</p> <p>c) b) Formal agreement must be reached in terms of the safeguarding P66's continued ability to operate, access, repair, maintain, and replace the P66 Pipeline; and</p> <p>d) e) Formal agreement must be put in place a requirement to ensure that all short and long term mitigation measures and land rights necessary to protect the P66 Pipeline (and by extension, the environment) from the risk of harm canwill be delivered by the Order and within the Order limits as draftedbefore any Order Works commence; and</p> <p>e) d) Formal agreement needed an indemnity from the Applicant to indemnify P66 (as critical fuel operator) from damage caused to</p>	<p>the corrosion and safety risks of the pipeline, contributing 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>The Proposed Development Parameters document was updated at Deadline 5 to includesecure the (embedded) mitigation measures included in the AC interference modelling study. In addition, the written specification and indicative plan for the crossing works are included as certified documents in the dDCO.</p> <p>It is expected (and is to be confirmed formally within the terms of the protective provisions) that no work shall be undertaken withoutIn the event that the DCO is granted, an updated risk assessment based on the detailed design in the event the DCO is granted, which shall be provided to P66 ahead of any.</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>the P66 Pipeline together with any claims flowing therefrom; and</p> <p>f) e) Acceptable protective provisions <u>acceptable PPs</u> embedding agreed Crossing Details <u>crossing details</u> and design parameters to be agreed <u>contained both Annex C and D of the Risk Assessment.</u></p> <p>P66's position on the protective provisions is shown at <u>set out in row</u> 4.1.5.</p>	<p><u>and the existing baseline at that point in time, will be prepared in advance of the crossing</u> works. The works shall be structured so that the cable installation and operation shall not interfere with P66's 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 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 P66 are capable of being addressed by the Applicant and it is expected that agreement can be reached.</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
			<p>The Applicant sent FF comments on its proposed draft protective provisions on 22 April 2026 and following receipt of FF's comments at 16:28 on Friday 24 April 2026, provided a further markup and comments at 11:42 on Monday 27 April 2026.</p> <p><u>The Applicant's position on the protective provisions is set out in row 4.1.5.</u></p> <p>No mitigation measures or land rights outside the Order Limits are required.</p>	
4.1.3	Land rights	<p>The Proposed Development will take place underground, in close proximity to the P66 Pipeline.</p> <p>Please see P66's comments in 4.1.2 above</p> <p>Furthermore,—P66 does not consider it proportionate to sterilise land rights relating to the P66 Pipeline within the Order limits and suggests that the P66 Pipeline and necessary rights of access are excluded from the ambit of the dDCO (sharing rights where appropriate).</p> <p><u>Provided that PPs are included on the face of the Order that cover this point this is agreed. Currently both versions of the PPs achieve this.</u></p>	<p>The Applicant notes that 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 Finaline 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>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).</p> <p>The Applicant is in discussion with FF regarding bespoke protective provisions</p>	Under discussion <u>Agreed</u>

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>P66 reserves its position in terms of making further representations once further investigations have been carried out. It should be noted that only one all parties call has occurred (in November 2025) where land rights were discussed between the Parties.</p>	<p>to be included in the draft DCO [APP-016] and has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to 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. The PPs are agreed between the parties, save in relation to AC interference and costs incurred to date (see Row 4.1.5). The partially agreed form of the PPs, ensure that P66 maintain the necessary rights to allow continued operation and maintenance of its pipeline.</p>	
4.1.4	Order Limits	<p>The results of the Final Risk Assessment appear to demonstrate that no such mitigation works <u>outside the Order Limits</u> are required and therefore no rights outside of the Order Limits are required to</p>	<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.</p>	Under discussion <u>Agreed</u>

Reference	Description of Matter	P66 Position	Applicant Position	Status
		be granted, however this is being reviewed by P66.	<u>Applicant agrees with the P66 Position.</u>	
4.1.5	Protective Provisions	<ul style="list-style-type: none"> On 18 March 2026, P66's solicitor provided the Applicant's solicitor with the P66 PPs (updated on 16 April 2026 to include reference to the Crossing Details). The Applicant's solicitor issued its comments and amendments on the P66 PPs on 22 April 2026. P66's solicitor issued its further comments and amendments on the P66 PPs to the Applicant's solicitor on 24 April 2026. 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. 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. <p>The draft DCO fails to<u>DCO does not</u> include bespoke protective provisions for P66. Adequate protective provisions must be put in place so as to safeguard the ability or a private pipeline operator<u>of P66</u> to access, operate, repair, maintain and</p>	<p>The Applicant is currently in discussion with FF regarding the nature and scope of the protective provisions to be included within the draft DCO [APP-016]. <u>Partially agreed bespoke protective provisions are included at Schedule 14 of the draft DCO submitted at Deadline 5A [REP5A-006]. Negotiations are ongoing between the parties and the final iteration of the draft DCO to be submitted to the Examination at Deadline 7 will reflect further agreement reached. The only matters in the protective provisions which are currently outstanding relate to AC interference and costs incurred to date. The parties are continuing to discuss these matters in order to reach agreement prior to the close of Examination.</u></p> <p>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.</p>	Under discussion

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>replace the P66 Pipeline. P66 requires these to include provisions to ensure that: as set out in previous representations and clause 4.1.2 above.</p> <p><u>The outstanding points not agreed between the Parties are set out below. Note the differences in wording are underlined for ease of reference.</u></p> <ul style="list-style-type: none"> • appropriate indemnities and making good obligations are agreed in respect of any damage to the P66 Pipeline (to include cover for indirect and consequential loss bearing in mind that any damage would also affect supply of product); • appropriate protective measures will be installed over any parts of the P66 Pipeline, which could be crossed as a result of the Project Works; and • works over and in the vicinity of the apparatus will be agreed between the parties to ensure compliance with health and safety requirements and P66's reasonable requirements ; and • that the P66 Pipeline is not to be relocated and that the safety and integrity and ability to move product through the P66 Pipeline is safeguarded at all times; and 	<p>The Applicant did not receive any substantive comments on these draft PPs despite requesting this on several occasions.</p> <p><u>The key point which remains outstanding relates to AC interference and the extent to which any increase in AC interference should prevent the construction and operation of the Proposed Development. The Risk Assessment has demonstrated that as a worse case, any increase in AC interference will be negligible, contributing less than 0.1% of the corrosion threshold and, when added to the existing overhead line, the AC current from the Proposed Development shields the pipeline from the AC current from the existing overhead line, leading to a negligible beneficial effect overall.</u></p> <p>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</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> • any replacement rights to be provided are to be at least as extensive as those enjoyed for the existing apparatus; and • that all costs incurred by BPA, Prax and P66 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. <ul style="list-style-type: none"> • <u>Definition of 'AC interference modelling':</u> <u>Applicant's proposed wording (inserted on 01.06.2026): "means an alternating current interference study carried out for the proposed 400 kV underground cable circuit forming part of Work No. 5A using the [XXX] baseline to identify the likely level of alternating current interference to the P66 operations as a result of the authorised development"</u> 	<p>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.</p> <p><u>The Applicant has proposed drafting which restricts the construction and the operation of the Proposed Development only if the British Safety Standards are exceeded and the Proposed Development increases AC interference by 1% (which is considered to be a de minimis threshold), measured against the baseline existing at the time the further modelling is undertaken, which will be once the detailed design is known.</u></p> <p>The Applicant's position with regard to AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p><u>The Applicant is willing to continue to engage on this point to reach agreement on wording which is acceptable to both parties.</u></p> <p>The Applicant submitted an amended Book of Reference [APP-022] and Statement of Reasons [APP-020] at Deadline 1 so they</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>P66's proposed wording: none proposed</u></p> <p><u>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</u></p> <ul style="list-style-type: none"> <u>Definition of '[XXX] baseline':</u> <p><u>Applicant's proposed wording (inserted on 01.06.2026): "means the baseline existing prior to the commissioning of the authorised development provided under paragraph [●] for [●]"</u></p> <p><u>P66's proposed wording: none proposed</u></p> <p><u>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</u></p>	<p>are consistent. The Book of Reference [APP-022] 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><u>The Applicant's preferred wording for the protective provisions is included at Appendix A of this SoCG. P66's preferred wording for the protective provisions is included at Appendix B of this SoCG.</u></p> <p>There are no intentions for the P66 Pipeline to be relocated.</p>	

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> <u>Definition of 'P66 outline specification':</u> <p><u>Applicant's proposed wording: "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"</u></p> <p><u>P66's proposed wording: "means Appendix C and Appendix D of the document of entitled 'Technical Note Fosse Green Energy Alternating Current Interference Study' revision 4 dated 24 April 2026 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"</u></p> <p><u>The additional wording has been added for clarification purposes.</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li data-bbox="589 427 1133 533"> Definition of 'restricted works' ((a)(ii)) (crossing of the P66 Pipeline and AC interference): <p data-bbox="636 587 1133 911"> Applicant's proposed wording: "any crossing of the P66 operations (including crossings which, if the British Safety Standards are exceeded, cause the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline) or rights relating thereto" </p> <p data-bbox="636 963 1133 1177"> P66's proposed wording: "any crossing of the P66 operations (including crossings which result in the British Safety Standards being exceeded) or rights relating thereto; </p> <p data-bbox="636 1230 1133 1375"> This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards. </p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li data-bbox="589 384 1128 456">• <u>Definition of 'restricted works' ((d)) (AC interference):</u> <p data-bbox="636 507 1128 722"><u>In order to be able to accept the majority of the Applicant's revisions to the definition of 'restricted works', P66 has included specific additional wording to protect against the AC interference risk.</u></p> <p data-bbox="636 775 1128 842"><u>Applicant's proposed wording: none proposed</u></p> <p data-bbox="636 895 1128 1337"><u>P66 proposed additional wording: "works forming part of the authorised development that will or may add load to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) such that AC interference affecting the safe and efficient operation of the P66 apparatus beyond applicable permitted limits under relevant British Standards and industry standards"</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>Protection of the P66 Pipeline from any AC interference over the safety levels stipulated by British Standards caused by the construction or energisation of the Project whether (i) as a result of the electricity flowing through the Cable Corridor to be constructed or (ii) the subsequent transmission of the electricity produced by the Proposed Development through National Grid's existing electricity cable with reference OHL 4ZM is required.</u></p> <ul style="list-style-type: none"> • <u>Consent of restricted works (paragraph 3):</u> <p><u>Applicant's proposed drafting: "(1) Unless otherwise agreed in writing, prior to the undertaker submitting the works details for the restricted works, P66 will provide the [XXX] baseline to the undertaker within [●] days of written request and where no [XXX] baseline is provided within that timescale, the undertaker may carry out intrusive</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>and non-intrusive surveys and physical investigations to establish the [XXX] baseline and provide the results to P66 for its approval. For the purposes of this Part of this Schedule, such surveys and physical investigations will not be treated as restricted works.</u></p> <p><u>(2) Following receipt of the [XXX] baseline from P66, or of P66's approval of the [XXX] baseline (the approved [XXX] baseline), the undertaker must carry out the AC interference modelling and provide the results of such modelling to P66.</u></p> <p><u>(3) In the event that the level of AC interference on the P66 operations in the approved [XXX] baseline-</u></p> <p><u>(a) exceeds British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>would result in an increase to the level of AC interference on the P66 operations of 1% or less of the approved [XXX] baseline; or</u></p> <p><u>(b) is below British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development would result in an increase to the level of AC interference on the P66 operations—</u></p> <p><u>(i) of 1% or less of the approved [XXX] baseline; or</u></p> <p><u>(ii) in excess of 1% of the approved [XXX] baseline, but that increase would not result in the level of AC interference on the</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>P66 operations exceeding British Safety Standards.</u></p> <p><u>P66 must not under sub-paragraph (5) withhold its approval of the works details on the grounds that mitigation is required to reduce the level of AC interference."</u></p> <p><u>P66's proposed drafting: none proposed</u></p> <p><u>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</u></p> <ul style="list-style-type: none"> <u>• Consent of restricted works (sub-paragraph 3(3)(e)):</u> <p><u>Applicant's proposed wording: "subject to sub-paragraph (3), compliance with relevant British Safety Standards"</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>P66's proposed wording: "compliance with relevant British Safety Standards"</u></p> <p><u>Sub-paragraph 3 (that the Applicant is referring to) is not required as stated above.</u></p> <p><u>P66 has agreed removal of reference to AC interference issues here subject to the amends to the definition of British Standards being agreed as set out above.</u></p> <ul style="list-style-type: none"> <u>Execution of restricted works (sub-paragraph 3(5)):</u> <p><u>Applicant's proposed wording: "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 (6)</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>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 British Safety Standards are exceeded and the authorised development causes the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline"</u></p> <p><u>P66's proposed wording: "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 (63) and P66 shall be entitled to watch and inspect the execution of those works provided that for the avoidance of doubt the authorised</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>development may not be energised (or if previously energised must be deenergised immediately) if at any point British Safety Standards are exceeded"</u></p> <p><u>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</u></p> <ul style="list-style-type: none"> <u>Prohibition on interference (sub-paragraphs (4)(a)(v) and (vi):</u> <p><u>Applicant's proposed wording: "(v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations or if at any point British Safety Standards are exceeded, cause the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline as a result of the authorised development; or (vi) if at any point British Safety Standards are exceeded, energise (including</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development that causes the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline"</u></p> <p><u>P66's proposed wording: "(v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations or if at any point British Safety Standards are exceeded, or energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development that causes the level of AC interference deemed safe by British Standards to be exceeded"</u></p> <p><u>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> • <u>AC interference</u> (sub-paragraph 4(1)(c)): <p><u>Applicant's proposed wording: "if British Safety Standards are exceeded and the authorised development causes the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline, the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been either addressed to P66's reasonable satisfaction or the level of AC interference on the P66 operations as a result of the authorised development is reduced to 1% or less of the approved [XXX] baseline"</u></p> <p><u>P66 proposed wording: "if AC interference on the P66 operations due to installation and/or operation of the authorised development exceeds British Safety Standards</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>limits when measured in isolation and not cumulatively with other projects (but for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) will be included), 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"</u></p> <p><u>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</u></p> <ul style="list-style-type: none"> • <u>Future Proposed Development Costs</u> (sub-paragraph 6(1)(f)): <p><u>Applicant's proposed wording: "any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>any action carried out pursuant thereto, including any post-construction monitoring costs (excluding pipeline pigging inspections) and any action undertaken pursuant to paragraph 5".</u></p> <p><u>P66's proposed wording: "any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto, including any post-construction monitoring costs and any action undertaken pursuant to paragraph 5"</u></p> <p><u>This is a clarification inserted at P66's request to reflect the fact that once the Proposed Development has been energised periodic monitoring will be required at the Applicant;s cost to establish whether damage is being caused.</u></p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> <u>Legal Costs up to the end of the Examination</u> (sub-paragraph 6(3)): <p><u>Applicant's proposed wording: none proposed</u></p> <p><u>P66's proposed wording: "To pay to British Pipeline Agency (company number 01228157) whose registered address is 5-7 Alexandra Road, Hemel Hempstead, Hertfordshire, HP2 5BS with 7 days of written demand the sum of £77,500."</u></p> <p><u>There is discussion in principle about providing an undertaking for these costs conditional only on removal of the objection. If received this paragraph can be removed.</u></p> <p>The importance of completing an overarching protective provisions agreement or including appropriate protective provisions in the Order has</p>		

Reference	Description of Matter	P66 Position	Applicant Position	Status
		been highlighted by the fact that it appears that not all of P66's interests (including critical access and working rights) have in fact been identified and set out in the draft Order.		
4.1.6	Works Plans	<p>The Application (specifically the Works Plan) does not include the information necessary for P66 to assess and quantify:</p> <ul style="list-style-type: none"> • 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 • 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. <p>P66 would hope that the Parties can agree these issues in the P66 PPs. We have no issue with the current Works Plans provided that PPs are included on the face of the Order which agree not to sterilise or interfere existing land with existing land rights as per our preferred version of the PPs annexed to this SoCG.</p>	<p><u>The PPs are agreed between the parties, save in relation to AC interference and costs incurred to date (see row 4.1.5), which does not affect or change the Works Plans.</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. 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</p>	<p>Under discussion <u>Agreed</u></p>

Reference	Description of Matter	P66 Position	Applicant Position	Status
			<p>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.</p>	

4.2 Pipeline Matters

Table 4-2: Pipeline matters

Reference	Description of Matter	Prax P66 Position	Applicant Position	Status
4.2.1	Pipeline crossing	<ul style="list-style-type: none"> P66's concerns in relation to safety and security of national fuel supply have been outlined in detail in its written and oral submissions. The Crossing Details are approved in principle subject to final approval by P66. <p><u>Provided PPs are included on the face of the Order which include Appendix C and Appendix D of the Risk Assessment identified in the table in Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State for the purposes of the Order.</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.</p> <p><u>Bespoke PPs will be included on the face of the Order. The only outstanding issues which remain between the parties are in relation to the treatment of AC interference, and costs incurred to date, as explained in row 4.1.5 above.</u></p> <p><u>Appendix C and D of the Risk Assessment (Finaline Crossing Specification and Finaline Crossing Indicative Drawings) are included in Schedule 12 of the dDCO and therefore will be certified documents. These appendices have been submitted to the Examination as a standalone document at Deadline 6 for the purposes of being a certified document under the dDCO.</u></p>	<p>Under discussion Agreed</p>

Reference	Description of Matter	PraxP66 Position	Applicant Position	Status
			<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 P66 to secure appropriate protective provisions which reflect this.</p>	
4.2.2	Risk to National Infrastructure (and by extension the Environment)	<ul style="list-style-type: none"> • The P66 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 P66 Pipeline is made of steel, the proximity of the Project Works raises serious concerns as has been addressed in its various written and oral submissions. • Failure to address P66's significant concerns adequately could lead to catastrophic consequences as a result of the potential for accelerated corrosion of the P66 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. • Approved Crossing Details need to be embedded in the P66 PPs with 	<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><u>The Risk Assessment demonstrates there will be no likely significant effects on the P66 pipeline.</u></p> <p>The Applicant does not consider there to be a likely significant effect on the P66 pipeline. Accelerated corrosion and leakage is not anticipated and this is evidenced by the AC interference modelling report. 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</p>	Under discussion <u>Agreed</u>

Reference	Description of Matter	PraxP66 Position	Applicant Position	Status
		<p>appropriate — safeguards. The Risk Assessment is approved however please see 4.1.2(a) in relation to AC interference and 4.1.5 in relation the protective provisions.</p>	<p>such there is no likely significant effect on the environment resulting from AC interference that needs to be assessed in the Environmental Statement.</p> <p>The Applicant published an updated Proposed Development Parameters document at Deadline 5, which includes secures the (embedded) mitigation measures presented in the AC interference — modelling — study Risk Assessment.</p>	
4.2.3	Environmental Statement	<ul style="list-style-type: none"> • The crossing of the P66 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. • The current EIA assumes that mitigation can and will be undertaken. • 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 	<p>The potential interaction between P66’s Finaline pipeline and the Proposed Development has been considered within Chapter 14: Other Environmental Topics of the ES [APP-039] – see paragraph 14.7.10 (g) which notes the consideration within the assessment of the Finaline pipeline 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 Framework Construction Environmental Management Plan (CEMP) [APP-189] (ref. MAD-C1) states the following commitment: “To identify any existing infrastructure constraints, both</p>	Under discussion Agreed

Reference	Description of Matter	PraxP66 Position	Applicant Position	Status
		<p>the P66 Pipeline corrodes at an accelerated and unpredictable rate due to AC interference and there is a resultant fuel leak. By failing to include this risk in the Environmental Statement, P66 would argue that it is ab-initio defective.</p> <ul style="list-style-type: none"> • 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 P66 Pipeline by AC interference. Any damage so caused would be a breach of the Pipeline Safety Regulations 1996 which is an offence. • 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. The position is agreed. 	<p>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 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 Framework CEMP [APP-189] 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 draft DCO [APP-016].</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 P66’s Finaline 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>The Proposed Development Parameters was updated at Deadline 5 to include the</p>	

Reference	Description of Matter	PraxP66 Position	Applicant Position	Status
			<p>(embedded) mitigation measures included in the AC interference modelling study <u>Risk Assessment</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.</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—

"AC interference modelling" means an alternating current (AC) corrosion study carried out for the proposed 400 kV underground cable circuit forming part of Work No. 5A against the AC corrosion baseline to identify the likely level of alternating current interference on the P66 operations as a result of the authorised development;

"AC corrosion baseline" means the baseline AC current existing at the P66 operations prior to the commissioning of the authorised development provided under paragraph 3(a);

"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 including in respect of AC interference over the safety levels set by British Standards (currently 30Am-2);

"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~~

(a) ~~(e) 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 (including crossings which, if the British Safety Standards are exceeded, cause the level of AC interference on the P66 operations to exceed 1% of the approved AC corrosion baseline) or rights relating thereto; and

(iii) any works which may result in any ~~material~~ interference with the P66 operations;

(b) the use of explosives within 400 metres of the P66 operations; and

(c) 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 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 otherwise agreed in writing, prior to the undertaker submitting the works details for the restricted works, P66 will provide the AC corrosion baseline to the undertaker within 5 days of written request and where no AC corrosion baseline is provided within that timescale, the undertaker may carry out intrusive and non-intrusive surveys and physical investigations to establish the AC corrosion baseline and provide the results to P66 for its approval. For the purposes of this Part of this Schedule, such surveys and physical investigations will not be treated as restricted works.
- (2) Following receipt of the AC corrosion baseline from P66, or of P66's approval of the AC corrosion baseline (the approved AC corrosion baseline), the undertaker must carry out the AC interference modelling and provide the results of such modelling to P66.
- (3) In the event that the level of AC interference on the P66 operations in the approved AC corrosion baseline-
- (a) exceeds British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development would result in an increase in the level of AC interference on the P66 operations of 1% or less of the approved AC corrosion baseline; or
 - (b) is below British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development would result in an increase in the level of AC interference on the P66 operations—
 - (i) of 1% or less of the approved AC corrosion baseline; or
 - (ii) in excess of 1% of the approved AC corrosion baseline, but that increase would not result in the level of AC interference on the P66 operations exceeding British Safety Standards.

P66 must not under sub-paragraph (5) withhold its approval of the works details on the grounds that mitigation is required to reduce the level of AC interference.

- (4) ~~(4)~~ 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.
- (5) ~~(2)~~ No restricted works are to be commenced until the works details in respect of those works submitted under sub-paragraph ~~(4)~~ have been approved by P66 in writing.
- (6) ~~(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) subject to sub-paragraph (3), compliance with relevant British Safety Standards ~~(including but not limited to in respect of AC interference issues)~~.
- (7) ~~(4)~~ Any ~~approval decision~~ of P66 required under this paragraph 3 including any reasonable requirements ~~required by P66~~ under sub-paragraph ~~(36)~~, 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 ~~(14)~~ or the date on which any further particulars requested by P66 under ~~subparagraph~~sub-paragraph ~~(14)~~ were submitted to P66 (whichever is the later). Where no ~~written approval is given~~decision is notified to the undertaker by P66 within these timescales, the undertaker must notify P66 that it has a further period of ten days beginning with receipt of that notice within which to notify the undertaker of its written decision. Where no written decision is notified to the undertaken within the further ten days, P66's approval is deemed to be given. For the purposes of this sub-paragraph (7) notification shall be interpreted in line with article 45 (service of notices).
- (8) ~~(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 ~~(36)~~ 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 British Safety Standards are exceeded and the authorised development ~~will or has or is likely to cause~~causes the level of AC interference on the P66 operations ~~in excess of levels deemed safe pursuant to British Safety Standards~~to exceed 1% of the approved AC corrosion baseline.
- (9) ~~(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.
- (10) ~~(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 ~~(710)~~(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.

- (11) ~~(8)~~ Notwithstanding sub-paragraph ~~(7)~~10, 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.
- (12) ~~(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.
- (13) ~~(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)~~14 and ~~(12)~~15 of this paragraph apply to that damage.
- (14) ~~(11)~~ If P66 in accordance with sub-paragraph ~~(3)~~6 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 ~~(4)~~.
- (15) ~~(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)~~14 above);
 - (v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations ~~and/or cause~~ or if at any point British Safety Standards are exceeded, cause the level of AC interference on the P66 operations to exceed levels 1% of the approved AC interference deemed safe by British Safety Standards corrosion baseline as a result of the authorised development; or
 - (vi) if at any point British Safety Standards are exceeded, energise (including testing commissioning, pre-energisation voltage checks) (or if energised

- keep energised) any part of the authorised development that causes the level of AC interference on the P66 operations to exceed levels 1% of the approved AC interference deemed safe by British Safety Standards corrosion baseline;
- (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 British Safety Standards are exceeded and the authorised development causes the level of 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) to exceed 1% of the approved AC corrosion baseline, the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been either addressed to P66's reasonable satisfaction or the level of AC interference on the P66 operations as a result of the authorised development is reduced to 1% or less of the approved AC corrosion baseline.
- (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~~ Subject to paragraph 3, 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~~ its reasonable and proper costs in connection with undertaking its obligations under this Part of this Schedule from the date this Order comes into force including—
- (a) ~~(d)~~ the execution of any works under this Part of this Schedule including for the protection of the P66 operations;
 - (b) ~~(e)~~ the review, assessment and approval of works details in accordance with paragraph 3;
 - (c) ~~(f)~~ any actions relating to pre-construction, construction, commissioning, monitoring, inspection (excluding pipeline pigging inspections), technical consultancy, surveys and emergency response costs;
 - (d) ~~(g)~~ the watching of and inspecting the execution of the restricted works; ~~and~~
 - (e) ~~(h)~~ imposing reasonable requirements in accordance with paragraph 3(36);
 - (f) any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto including any post-construction monitoring costs (excluding pipeline pigging inspections) and any action undertaken pursuant to paragraph 5; and
 - (g) legal and professional costs.
- (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~~ the amount of such costs or expenses ~~to be incurred must be agreed in writing between the undertaker and P66 acting reasonably, save in the case of emergency or operational expediency following which the costs and expenses incurred and nature of the emergency or operational expediency must be notified to the undertaker as soon as reasonably practicable.~~

Indemnity

7. –

- (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction or operation of any of the works ~~referred to in paragraph 3~~ pursuant to this Order, 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) ~~(i)~~ bear and pay the cost reasonably incurred by P66 in making good such damage or restoring the supply; and
 - (b) ~~(j)~~ 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 (fifty~~ £20,000,000 (twenty million pounds) for each claim and £100,000,000 (one hundred million pounds) in the aggregate.

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~~ P66'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 including in respect of AC interference over the safety levels set by British Standards (currently 30Am-2);

"**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~~ Operations Land;

"**P66 outline specification**" means Appendix C and Appendix D of the document of that name entitled 'Technical Note Fosse Green Energy Alternating Current Interference Study' revision 4 dated 24 April 2026 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 ~~any~~ —

(a) ~~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) ~~(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;~~

(ii) ~~(b) within 15 metres of any crossing of the P66 operations (including crossings which result in the British Safety Standards levels of AC interference being exceeded) or rights relating thereto; or~~

(iii) ~~(c) any works which may result in any~~ interference with the P66 operations;

(b) ~~(d) the use of explosives within 400 metres of the P66 operations; and or~~

(c) ~~(e) piling, undertaking of a 3D seismic survey or the sinking boreholes within 20 metres of the P66 operations, or~~

(d) works forming part of the authorised development that will or may add load to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) such that AC interference affecting the safe and efficient operation of the P66 apparatus beyond applicable permitted limits under relevant British Standards and industry standards,

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~~decision 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~~sub-paragraph (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. Where no decision is notified to the undertaker by P66 within these timescales, the undertaker must notify P66 that it has a further period of ten days beginning with receipt of that notice within which to notify the undertaker of its written decision. Where no written decision is notified to the undertaken within the further ten days, P66's approval is deemed to be given. For the purposes of this sub-paragraph (4) notification shall be interpreted in line with article 45 (service of notices)~~
- (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 are exceeded.
- (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~~ or if at any point British Safety Standards are exceeded; 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~~ level of AC interference deemed safe by British ~~Safety~~ Standards to be exceeded;
- (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 (but for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) will be included), 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~~ Subject to paragraph 3, 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 its~~ reasonable and proper costs in connection with undertaking its obligations under this Part of this Schedule from the date this Order comes into force 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;
 - (e) imposing reasonable requirements in accordance with paragraph 3(3); ~~and~~
 - (f) any costs reasonably and properly incurred by or on behalf of P66 ~~and its agents~~ in respect of ~~any matter relating to~~ the authorised development and this Order ~~or~~ any action carried out pursuant thereto- including any post-construction monitoring costs and any action undertaken pursuant to paragraph 5; and
 - (g) legal and professional costs.
- (2) ~~Where reasonably in the circumstances, prior~~ 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 the amount of such costs or expenses to be incurred. must be agreed in writing between the undertaker and P66 acting reasonably, save in the case of emergency or operational expediency following which the costs and expenses incurred and nature of the emergency or operational expediency must be notified to the undertaker as soon as reasonably practicable.~~
- (3) To pay to British Pipeline Agency (company number 01228157) whose registered address is 5-7 Alexandra Road, Hemel Hempstead, Hertfordshire, HP2 5BS 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 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 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 and 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 as predecessors in title and function up to and including 30 April 2026.~~ 77,500.

Indemnity

7. –

- (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction or

operation of any of the works ~~referred to in paragraph 4~~ pursuant to this Order, 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 £20,000,000 (twenty million pounds) for each claim and £100,000,000 (one hundred million pounds) in the aggregate.

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).