

29 October 2025

David Wagstaff OBE  
Deputy Director, Energy Infrastructure Planning Delivery  
Department for Energy Security and Net  
c/o H2 Teesside Case Team  
The Planning Inspectorate (via email)  
Temple Quay House, 2 The Square  
Bristol, BS1 6PN

Dear David,

**Representation by Deloitte LLP on behalf of Green Lizard Limited – Interested Party  
Reference H2TS- AFP101**

Application by H2 Teesside for an Order granting Development Consent for the H2 Teesside Project (EN070009).

In anticipation of the Secretary of State's decision in respect of the H2 Teesside DCO, which is due to be given on Thursday 30 October, we write to provide an update on behalf of Green Lizard Limited (formerly North Tees Limited) ("Green Lizard") as an interested party and affected landowner.

This representation relates to the application by H2 Teesside Limited (the "Applicant") for an order under the Planning Act 2008 granting Development Consent for the H2Teesside Project (the "Project") for a carbon capture enabled hydrogen production facility and hydrogen distribution network.

This representation is made on behalf of Green Lizard and its associated group companies (as set out in previous representations) in its capacity as both a Category 1 and 2 Person with an Interest in the Land.

Since Green Lizard's response to your Request for Information in June 2025, Green Lizard has continued to try and engage with the Applicant, both directly and through its legal advisers.

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Following a request from the Applicant for a meeting with Green Lizard, a meeting took place between the parties on 22 September 2025 to discuss and address outstanding matters and concerns. During the course of the meeting, it was clear that the Applicant was either not aware of all Green Lizard's issues of concern or had not to date fully appreciated them.

During that meeting, Green Lizard, again, fully appraised the Applicant of its concerns and reasons for seeking the draft protective provisions submitted into the Examination.

On 26 September, the Applicant sent an email to Green Lizard's legal advisers setting out a summary of the meeting and key issues raised by Green Lizard. That email was brief and, similarly to the meeting, did not appear to demonstrate that the Applicant was aware of, or properly understood Green Lizard's concerns.

Following the meeting, via its own legal advisers, Green Lizard provided a written summary of its position to the Applicant's legal advisers.

We enclose, for information, the correspondence between Green Lizard's Legal advisers and the Applicant (and legal advisers).

On 8 October, Green Lizard's legal advisers responded to the Applicant by providing a full summary of the key issues of concern and justification for the protective provisions sought. A response was not then received from the Applicant's legal advisers until 24 October, which largely sought additional information as opposed to providing meaningful responses to the key issues raised by Green Lizard and discussed in the meeting.

For example, at item 6 of the 8 October email, where Green Lizard seek a sensible mechanism to approve and collaborate in managing on-site operations, the response seeks further information about Green Lizard's proposed use of the land in question. This is not relevant to any resolution of the issue presented by the proposed H2 Teesside order limits encroaching on access to a large area of Green Lizard's land. We have not sought to repeat the remaining points here and this example is only one of several apparent delaying tactics made on the Applicant's behalf.

In an email dated 27 October, Green Lizard's legal advisers confirmed to the Applicant's legal advisers that it would seek instructions and aim to respond as soon as possible and asked whether the Applicant had updated you in respect of the current position. By return, it was confirmed that it was not the Applicant's intention to notify you of the most recent position before the anticipated decision on Thursday 30 October.

Despite continued efforts by Green Lizard, the Applicant has continued to fail to make meaningful progress to negotiate protective provisions for the benefit of Green Lizard's land. It is disappointing that the Applicant has not sought to update you of the current position, particularly given that a decision on the H2 Teesside DCO is imminent.

Green Lizard, again, respectfully request that the Secretary of State considers making the suggested changes to the dDCO as proposed by Green Lizard throughout this process. It is crucial to Green Lizard's current operations and future development ambitions that it's rights of access and freehold ownership are maintained in the fullest extent possible. Without suitable protective provisions in the DCO (if made) that position is at risk.

Yours faithfully



Deloitte LLP

Encs

Correspondence with bp/Pinsents

# Appendix 1

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**Sent:** 27 October 2025 14:16  
**To:** [REDACTED] <[\[REDACTED\]@walkermorris.co.uk](mailto:[REDACTED]@walkermorris.co.uk)>  
**Cc:** [REDACTED] <[\[REDACTED\]@bp.com](mailto:[REDACTED]@bp.com)>  
**Subject:** RE: BP Meeting Follow up [PM-AC.FID5412837]

Thanks [REDACTED]

We updated the S/S on the position with NTG in our response to their consultation letter 2 and do not intend to make any further submissions in relation to NTG before Thursday.

Look forward to hearing from you once you are in receipt of instructions.

Kind regards

[REDACTED]  
[REDACTED]  
**Senior Associate**

[REDACTED]

For Pinsent Masons LLP

**PA(s):** [REDACTED] <[\[REDACTED\]@pinsentmasons.com](mailto:[REDACTED]@pinsentmasons.com)>

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**Cc:** [REDACTED] <[\[REDACTED\]@bp.com](mailto:[REDACTED]@bp.com)>  
**Subject:** [EXTERNAL] RE: BP Meeting Follow up [PM-AC.FID5412837]

Dear [REDACTED]

Thank you for your response. We will need some time to take instructions and come back to you but will do so as soon as possible.

In the meantime, I should be grateful for your confirmation that you have updated the SoS of the current position.

Kind regards

[REDACTED]  
[REDACTED]  
**Director**

██████████  
██████████  
██████████@walkermorris.co.uk



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**From:** ██████████@pinsentmasons.com>  
**Sent:** 24 October 2025 10:25  
**To:** ██████████@walkermorris.co.uk>  
**Cc:** ██████████@bp.com>; ██████████@walkermorris.co.uk>; ██████████@greenlizard.com>; ██████████@greenlizard.com>  
**Subject:** FW: BP Meeting Follow up [PM-AC.FID5412837]

Dear ██████████

Thanks for your email.

We have commented in red against each of your points below and are keen to continue working together to progress this, both prior to and beyond the DCO decision date. In particular, we would welcome some further detail of the specific locations/extent of your client's development proposals so that we can consider whether more tailored protections could be put in place to address your client's concerns.

I look forward to hearing from you.

Kind regards

██████████

██████████  
Senior Associate

██████████



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**To:** [REDACTED]@bp.com>  
**Cc:** [REDACTED]@walkermorris.co.uk>; [REDACTED]@pinsentmasons.com>; [REDACTED]@greenlizard.com>; [REDACTED]@greenlizard.com>  
**Subject:** [EXTERNAL] RE: BP Meeting Follow up

Hi [REDACTED]

Thanks for the below.

Hopefully [REDACTED] has provided you with the correspondence referred to in the meeting you had with our clients and my colleague, [REDACTED], which sets out our position more fully and annexes our required protective provisions (all of which have been submitted to the Secretary of State).

In addition to the points in your email below, it is important to add:

1. The protective provisions proposed by Green Lizard (i.e. the protections for Green Lizard to mitigate the effects of compulsory acquisition powers on its land) provide for Green Lizard's consent "not to be unreasonably withheld or delayed". This is a reasonable request and seems to be the main outstanding point. As mentioned in the meeting, Green Lizard doesn't object to the principle of the laying of pipes but reasonably expects collaboration, particularly around the location of these in view of its own significant development plans and the need for a holistic approach to both development and management of the estate (not piecemeal approach). As part of the obligation to act reasonably, Green Lizard will collaborate with both BP and Sembcorp. No doubt BP will want to do the same given it will be seeking to do works on land owned by Green Lizard and in view of the future opportunities for both parties. If BP persists in seeking compulsory powers against Green Lizard Estates without the need for collaboration and consent over location of the pipes then this will cause a major impact for the development and management of the site and undermine the existing arrangements between Green Lizard, Sembcorp and tenants. **The standard "consent for works" provisions in H2Ts preferred form of PPs make provision for submission and approval of works details to NTL prior to commencement of any part of the authorised development that would have an effect on the operations (being NTL's freehold land within the Order Limits) or access to any land owned by NTL which is adjacent to the Order Limits. The applicant's response to S/S consultation letter 2 made clear the intention that the PPs should offer protection to (1) NTL's land that would be affected by the authorised development (within the Order Limits) and (2) access to land owned by NTL that is adjacent to the Order Limits.**

The PPs go on to state that no such works shall be commenced until the works details in respect of such works have been approved by NTL (who H2T have agreed shall have 30 days to review and approve the same). H2Ts PPs provide that the approval must not be unreasonably withheld or delayed, but may be given subject to such reasonable requirements as NTL may require to be made for them to have reasonable access with or without vehicles to the operations (i.e. NTL's freehold land within the Order Limits) and any land owned by them which is adjacent to the order limits.

Your client's preferred for of PPs expand upon this by providing that NTL may reasonably withhold its consent where the proposed route of the pipeline within the NTL Linkline Corridor would in their reasonable opinion prejudice future development on the NTL estate and, in the case of any works proposed in the NTL Linkline Corridor, such reasonable requirements as NTL may require so as not to prejudice future development of the NTL Estate.

H2T is unable to agree to such broad provisions which would enable your client to withhold its consent. It stands to reason that any pipeline development could in theory be reasonably considered to prejudice future development proposals, where the scope/extent of such proposals is not currently known or fixed. This is why we have been seeking more specific information from your client as to the nature, location and extent of their development proposals, which hasn't been forthcoming. If such further information could be provided, H2T would be open to exploring and considering more tailored provisions to address your client's specific concerns regarding potential interactions with their future development proposals.

2. The Link Line Corridor is of strategic importance. It is important to Green Lizard that the corridor usage is carefully planned to ensure efficient use of the space available. It is imperative that BP follow this aim and not just place new pipes in the easiest location without consideration to efficient use. Although Sembcorp operates a management function of the Link Line Corridor, Green Lizard has control over which parties may use the corridor. This means that any new infrastructure installed within the corridor requires the consent of Green Lizard. In respect of the Net Zero Teesside DCO, in order to avoid two layers of consent, Green Lizard have agreed that they will allow Sembcorp to follow their process with BP and Green Lizard Estates and simply require that they give consent to the proposed route. It also been agreed that BP will only construct a continuous pipe with supports in the corridor and there will be no buildings, let down stations etc. This point is important to avoid congestion of the corridor. **Having reviewed NTL's PPs in the NZT Order, I am unable to see where it states that they will have consent rights over the proposed route, or where it has been agreed that BP will only construct a continuous pip with supports in the corridor – please could you confirm where you believe this to be addressed so that we can consider this point more fully. It is understood that no private side agreement exists with NTL on NZT**
3. BP's application for H2 Teesside seeks compulsory purchase powers over land owned by Green Lizard outside of the Link Line Corridor (i.e. land which isn't operated by an operator). Green Lizard has designated certain land for corridor use on the Green Lizard (formerly North Tees) estate. These have been highlighted in submissions to the EXA and the SoS. Green Lizard has directed H2 Teesside to use those to avoid land sterilisation, but this appears to have been ignored to date. As has been set out in its previous submissions, and explained to your legal advisers, Green Lizard manages its land carefully to ensure that the future development plans can be accommodated, and as a result, should have control over the route and location of new infrastructure. **Understood that Dalcour McLaren have been trying to reach out to discuss this matter with your client and get a clearer understanding of what they are hoping to see here with a view to considering whether changes might be capable of being agreed to address their concerns. If further details could be provided (ideally by reference to a drawing(s)) so that my client can consider these, that would be appreciated.**
4. North Tees/ Green Lizard have been actively bringing forward development at the site over a number of years, all with a view to making the best use of the full 500 acres. This includes extensive land reclamation, creation of development platforms and various developments currently at the site. Green Lizard is actively progressing its own development proposals for the remainder of the site for a green chemicals hub, including SAF and SMR nuclear. This includes progressing a scoping report for submission to the local planning authority for its own 150,000 tonne SAF plant on its site (note this is different from the SAF plant proposed by Alfanar, which will now be located at the nearby Ineos site) following receipt of pre-application planning advance from the local planning authority and master-planning work for the SMR nuclear development (including demonstration of site suitability for nuclear) and wider estate masterplan. Some further background is in the links below **Whilst the links to the additional information is welcomed, it remains the case that we have not been provided with any detailed/meaningful information regarding the proposed location and extent of these projects to enable us to consider whether suitable protections could be put in place for NTL whilst also ensuring the deliverability of the Project is not put at risk. Please could such information be provided.**

[Merger enables multi-billion pound SAF production on Teesside - Tees Business](#)

[Behind the scenes at Green Lizard's ground-breaking SAF sample test - Green Lizard Group](#)

[General 2 — communitynuclearpower.com](#)

5. Green Lizard does not therefore accept the two points BP's advisers have raised relating to "layers of consent" and development plans for the site. **Please could you expand on this point.**
6. Infilling of Reclamation Pond – Green Lizard has commenced the infilling of a large area of land adjacent to the H2 Teesside order limits. The proposed order limits encroach on the access to this land. Green Lizard needs to ensure that its operations are not adversely affected by the improper routing of infrastructure or by the construction activities of BP. As proposed in the submitted draft protective provisions, there must be a sensible mechanism to approve and collaborate in manging on site operations. **H2Ts proposed PPs offer protection to NTL in respect of development that would have an effect on the operations or access to any land owned by NT which is adjacent to the Order Limits – it seems that this would fall into the latter category. It is unclear from the limited information provided here, what is the location of the relevant area and what are the intentions for this area beyond infilling? If we could be provided with some further details, we can consider**

whether additional appropriate amendments can be made to the PPs to protect NT's position regarding its intentions for this land

7. Maintenance and Operation – Green Lizard expect the operator of any pipe to maintain their equipment in good repair to a standard expected of a reasonable and prudent operator. This standard reflects the obligations that already exist in relation to Link Line Corridor users. This has been agreed under Net Zero. In addition, BP have agreed to comply with the CCS Network Code and specifically provide details of the inspection regime, notify of any issues flagged on an inspection and notify of any accidents or incidents. Green Lizard have a higher level of concern over the proposed location of the H2 Teesside pipeline given the nature of the product. **I would draw your attention to the detailed obligations relating to maintenance of the authorised development in the draft DCO and the commitments relating to maintenance in the environmental statement submitted with the DCO application. H2T is unable to agree to additional maintenance obligations that may not be consistent with their existing commitments and obligations.**
8. Huntsman Drive is not a public highway, it is a private estate road owned and managed by Green Lizard. If BP wishes to use the access roads and tracks then Green Lizard expects BP to contribute towards the proportionate costs of the maintenance of those facilities, comply with reasonable regulations (e.g. road safety, managing heavy loads) and agree not to obstruct or damage the roads and make good any damage caused. Draft provisions of this effect are included in the draft protective provisions submitted to the ExA and SoS. **Para 5 of our preferred PPs deals with access to Huntsman Drive. In terms of maintenance of Huntsman Drive, I would again refer to the maintenance obligations in the DCO and commitments relating to maintenance in the Environmental Statement submitted with the DCO application. Again – H2T is unable to agree to additional maintenance obligations into the PPs for the reasons explained above.**
9. Green Lizard monitor and manage the Green Lizard in relation to environmental risks. Large areas of the North Tees Chemical Works site have been used for industrial use in particular the petrochemical industry since the 1950s (approximately). There are many boreholes to monitor ground water that must be protected. When dealing with parties wishing to access or lease land Green Lizard requires extensive environmental protections to manage the risk of new contamination and/or the disturbance/migration of existing contamination. Green Lizard retains the subsoil interest in areas leased and occupied by various tenants including SABIC and Navigator. As such it retains control over excavations in those areas due to the risk and potential liability – it is not a normal landlord and tenant situation. This has been explained in detail to your legal advisers and in the submission made to the Examination to date. **It is unclear what is being requested here – please could you clarify.**
10. Insurance – Green Lizard requires that those using the Link Line Corridor and its other land to maintain adequate levels of insurance. In respect of the Net Zero Teesside DCO that was agreed at £20 million public liability index linked annually (including provision for each party to review every 5 years). **To the extent that H2T is able to agree to insurance provisions, this would need to be approved by H2T's internal insurance team and included in a private side agreement. This would be picked up as part of the negotiation process.**
11. Indemnity – Within the Net Zero Teesside negotiations Green Lizard sought an uncapped indemnity that is not limited in terms of types of loss. BP were seeking to exclude losses for consequential loss and were trying to limit indemnities to losses caused only by physical damage to property. Green Lizard has potential liability under pre-existing indemnities that are uncapped and unlimited and therefore requires protection both in terms of those obligations and as a matter of principal as landowner. It is our understanding that BP has now agreed a simple unlimited uncapped indemnity which remains silent on causes and loss – on the basis the parties will debate in the future what is recoverable. Provisions to that effect must be included in any protective provisions. **H2T are unable to agree to uncapped liabilities and will require a liability cap in the event that a private side agreement is negotiated between the parties.**
12. Ian mentioned when we met with you that BP had been seeking at one stage to negotiate a lease with Green Lizard/ North Tees and he suggested speaking to DM on this, though given the short timescales we would not want this to delay your response on the protective provisions requested by Green Lizard **Understood that this is ongoing and is being dealt with by DM who will no doubt be in contact in due course.**

I hope the above, in conjunction with your review of our submissions to date, will assist in progressing to agreement of protective provisions. We are aware that the Secretary of State intends to publish their decision within the next few weeks. We therefore look forward to an urgent update from you.

Kind regards

Director

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**From:** ██████████@bp.com>  
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**Cc:** ██████████@walkermorris.co.uk>  
**Subject:** RE: BP Meeting Follow up

██████████

Thank you for making the time this week, it was a pleasure to meet and better understand NTG's current position. Apologies for the slight delay in getting back but Joshua Peat who was your previous contact at DM has since left the company so am waiting to meet with his replacement. I am hoping to revert back next week with a fuller update but in the meantime, just wanted to check that I've corrected captured the issues and concerned raised on your side. I've prepared a brief summary below from my notes so pls do add/correct as appropriate. Also, wrt to your reference to dedicated corridors, are there any others in addition to the Link Line?

Thanks

██████████

### Key Issues Raised by North Tees / Green Lizard

#### Land & Development Concerns:

NTG/GL own ~500 acres and are planning large developments (green chemicals, SAF, SMR nuclear, etc.).

Fear that poorly placed pipelines could sterilise land and congest corridors, undermining those projects.

**Pipeline Corridors:**

NTG/GL designed dedicated pipeline corridors for long-term use.

Want BP to use those planned corridors rather than cutting across or misplacing assets.

Example: "Link Line Corridor" is strategically important for estate development.

**Control & Rights:**

NTG/GL retain freehold ownership and ultimate control, even if corridors are operated by third parties.

They must protect leaseholder rights of other tenants using those corridors.

They insist BP needs landowner approval, not just operator consent.

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