

Dated

6 April 2026

- (1) LIVERPOOL BAY CCS LIMITED
- (2) NORTH HOYLE WIND FARM LIMITED

AGREEMENT

for the laying of cables crossing the North Hoyle Wind Farm Export Cables

TABLE OF CONTENTS

Clause	Page
PARTIES.....	1
BACKGROUND.....	1
OPERATIVE PROVISIONS.....	1
1 DEFINITIONS	1
2 INTERPRETATION	4
3 CAPACITY OF PARTIES	5
4 PROCEDURES AND CONDUCT OF THE WORK.....	5
5 FUTURE WORK ON THE CROSSING CABLE OR THE NORTH HOYLE CABLES	9
6 RE-LAYING OF THE CROSSING CABLE OR THE NORTH HOYLE CABLES	10
7 ANCHORS OR OTHER GROUND MOORING EQUIPMENT AND ACCESS FOR URGENT MAINTENANCE WORK	10
8 RESPONSIBILITY FOR WORK	10
9 REPRESENTATIVES	13
10 LIMITATION OF LIABILITY	14
11 INSURANCE	14
12 DURATION OF AGREEMENT	14
13 FORCE MAJEURE.....	15
14 WAIVER.....	15
15 MODIFICATIONS	16
16 ASSIGNMENT AND NOVATION	16
17 DISPUTE RESOLUTION	16
18 GOVERNING LAW	17
19 NOTICES	17
20 CONFIDENTIALITY	19
21 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	19
22 GENERAL LEGAL PROVISIONS	20

SCHEDULES

1 PLANNED CROSSING POINTS	
--------------------------------	--

BETWEEN

- (1) **LIVERPOOL BAY CCS LIMITED** (registered number 13194018) whose registered address is at Eni House, 10 Ebury Bridge Road, London, England, SW1W 8PZ (hereinafter called "**LBCCS**" and which expression shall include its successors and the transferees of the whole or part of LBCCS's interest in the Crossing Cable); and
- (2) **NORTH HOYLE WIND FARM LIMITED** (registered number 02904841) whose registered address is at 5th Floor, 20 Fenchurch Street, London, England, EC3M 3BY (hereinafter called "**NORTH HOYLE**" and which expression shall include its successors and the transferees of the whole or part of NORTH HOYLE's interest in the NORTH HOYLE Cables).

BACKGROUND

- (A) NORTH HOYLE owns and operates the North Hoyle Offshore Wind Farm (the "**NORTH HOYLE Windfarm**") and the two export cables leading from the NORTH HOYLE Windfarm to the onshore grid connection shown delineated on the plan set out in Schedule 1 (Planned Crossing Points) (the "**NORTH HOYLE Cables**").
- (B) LBCCS proposes to design, construct, own and operate Carbon Capture and Storage (CCS) Facilities that will use repurposed platforms, pipelines and equipment, as well as new assets, to transport CO2 from the capture plants in Northwest England and North Wales to the depleted gas reservoirs in Liverpool Bay (the "**CCS Facilities**").
- (C) The CCS Facilities will include one submarine AC Power from Shore (PfS) cable (the "**Crossing Cable**") that will be installed in the vicinity of the NORTH HOYLE Cables and will cross and pass over the NORTH HOYLE Cables.
- (D) LBCCS and NORTH HOYLE wish to protect their respective cables.
- (E) This AGREEMENT sets out the terms and conditions governing the proposed crossing and passing by the Crossing Cable over the NORTH HOYLE Cables and any Work thereafter conducted by either Party.

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 In this AGREEMENT the expressions set out below shall bear the following meanings.

"Act"	has the meaning given to it in Clause 21.
"ADR Notice"	has the meaning given to it in Clause 17.3.
"Affiliate" or "Affiliates"	means, in relation to any Party, any company which is a Subsidiary of such Party or a company of which such Party is a Subsidiary; or a company which is another Subsidiary of a company of which such Party is a Subsidiary.
"Business Day"	means any day other than a Saturday, Sunday or bank or other

public holiday in England or Wales.

"CEDR"

has the meaning given to it in Clause 17.2.

"Confidential Information"

means information or data (whether oral or visual or recorded in writing or any other form), including, without limitation, specifications, reports, data, surveys, videos, notes, documentation, drawings, software, computer outputs, designs, circuit diagrams, models, patterns, samples, inventions, (whether capable of being patented or not) and know-how, and the media (if any) that is disclosed to or acquired by a Party in connection with this Agreement, whether or not the same was disclosed or acquired before, on or after the date of this Agreement, but not including any such information which:

- (a) Is or becomes generally available to the public (other than by reasons of a breach of this Agreement);
- (b) Is legitimately known to the receiving or acquiring Party at the time of its receipt or acquisition;
- (c) Is subsequently acquired from a third party on terms that it may be disclosed and/or used where such third party is lawfully entitled to disclose on such terms;
- (d) is independently developed by the recipient Party without using or referring to Confidential Information; or
- (e) Is required to be disclosed by any Party (or any Affiliate of a Party) by a court of law, regulatory authority or tribunal of competent jurisdiction or rules and regulations of any stock exchange applicable to the Party (or any Affiliate of the Party).

"Continuing Party"

has the meaning given to it in Clause 16.3.1.

"Crossing Cable"

has the meaning given to it in Recital (C).

"Crossing Points"

means the points at which the Crossing Cable is to cross the two NORTH HOYLE Cables, as identified on the plan set out in Schedule 1 (Planned Crossing Points).

"DNV Standards"

means the standards set out in DNV document DNVGL-ST-N001 as such standards may be updated and/or amended from time to time.

"Force Majeure Event"

means any cause beyond the reasonable control of a Party, and which such Party by the exercise of reasonable diligence is unable to prevent, avoid or remove, and in relation to which such Party has exercised and is exercising the Standard Of A Reasonable And Prudent Operator provided that a lack of funds shall not constitute a Force Majeure Event.

"Good Offshore Cable Practice"	means the application of those methods and practices customarily used in good and prudent offshore cable industry practice in the United Kingdom Continental Shelf with that degree of diligence and prudence reasonably and ordinarily exercised by experienced operators engaged in a similar activity under similar circumstances and conditions.
"Initial Crossing Cable Work"	means the Work to be carried out by or on behalf of LBCCS in respect of the initial laying of the Crossing Cable in the vicinity of and over the NORTH HOYLE Cables.
"LBCCS Beneficiaries"	has the meaning given to it in Clause 8.10.
"LBCCS Group"	means LBCCS and its Affiliates.
"LBCCS Project Sponsor"	means Dimitri Tito, Eni House, 10 Ebury Bridge Road, London, England, SW1W 8PZ, or such replacement person as may be notified by LBCCS to NORTH HOYLE from time to time.
"Method Statement"	has the meaning given to it in Clause 4.5.1.
"Model Procedure"	has the meaning given to it in Clause 17.2.
"NORTH HOYLE Beneficiaries"	has the meaning given to it in Clause 8.9.
"NORTH HOYLE Cables"	has the meaning given to it in Recital (A).
"NORTH HOYLE Group"	means NORTH HOYLE and its Affiliates.
"NORTH HOYLE Project Sponsor"	means Pablo Hernandez, Schroeders Greencoat, 1 London Wall Place, London, EC2Y 5AU or such replacement person as may be notified by NORTH HOYLE to LBCCS from time to time.
"Notification Area"	means the area contained within a 250 metre radius from the Crossing Points.
"Party"	means any of LBCCS or NORTH HOYLE and "Parties" shall mean both of them.
"Party Liable"	has the meaning given to it in Clause 8.3.
"PLGR"	means pre-lay grapnel run route clearance.
"Recovery Party"	has the meaning given in Clause 5.4.2.
"Representative"	means those persons who are appointed as such from time to time by NORTH HOYLE and/or LBCCS respectively, and whose names have been notified in writing by the appointing Party to the other Party.
"ROV"	means a remotely operated submersible vehicle.
"Standard Of A"	means seeking in good faith to perform its contractual

Reasonable And Prudent Operator"	obligations, and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and complying with applicable law.
"Subsidiary"	a company is a subsidiary of another company if the latter owns legally or beneficially, directly or indirectly, the shares or the former, such share having the right to 10% or more of the voting rights under ordinary circumstances in a general meeting of shareholders..
"Third Party"	means any party which is not a member of the NORTH HOYLE Group or the LBCCS Group.
"Trapped Section"	has the meaning given in Clause 5.4.2.
"Wilful Misconduct"	means any fraud and/or an intentional or reckless disregard of the provisions of this Agreement by either Party as the case may be, or their agents or contractors or subcontractors of any tier or its or their directors, senior managers or those with authority to bind it or any of them but shall not include any act, omission, error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by a Party or by a person on behalf of a Party and which in the exercise of such good faith is justifiable by special circumstances, including safeguarding of life, property or the environment and other emergencies.
"Work"	means any operation in the Notification Area (excluding maintenance or remedial work to the NORTH HOYLE Cables prior to the first laying of the Crossing Cable) which includes, without limitation, any work in connection with the Crossing Cable crossing and passing over the NORTH HOYLE Cables that involves the physical interaction with the seabed and any maintenance or remedial work of whatever nature (including removal) on the Crossing Cable or the NORTH HOYLE Cables that involves the physical interaction with the seabed.

2. INTERPRETATION

- 2.1 The Schedules to this Agreement form part of the Agreement and any clause which contains a reference to a Schedule shall be read as if the Schedule were set out at length in the body of the clause itself.
- 2.2 The headings in this Agreement are inserted for convenience and shall be ignored in construing this Agreement.
- 2.3 Where the sense requires, words denoting singular shall also include the plural and vice versa. References to persons shall include firms and companies and vice versa. References to the male shall include the female.

2.4 Unless the context otherwise requires:

- 2.4.1 Any reference to a Clause or Schedule is to the relevant Clause or Schedule of or to this Agreement unless otherwise specified and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears unless otherwise specified.
- 2.4.2 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.
- 2.4.3 Reference to any document of agreement shall be construed as reference to the same as it may have been, or may from time to time be, amended or modified.
- 2.4.4 Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing.
- 2.4.5 The words "written" or "in writing" means hand-written, type-written, printed or electronically made (as appropriate), and resulting in a permanent record.

2.5 Any reference to a "Day" or "Days" shall mean calendar days unless expressly stated otherwise.

3. CAPACITY OF PARTIES

- 3.1 Each Party warrants to the other Party that it is duly authorised to make this AGREEMENT and to give undertakings in their name.

4. PROCEDURES AND CONDUCT OF THE INITIAL CROSSING CABLE WORK

- 4.1 NORTH HOYLE agrees to the installing of the Crossing Cable in the vicinity of and over the NORTH HOYLE Cables subject to the terms and conditions set out in this Agreement.
- 4.2 The crossing of the NORTH HOYLE Cables by the Crossing Cable passing over the NORTH HOYLE Cables shall take place in the vicinity of the Crossing Points (provided always that the actual crossing points are within the Notification Area) or such other locations as LBCCS and NORTH HOYLE may agree from time to time, such agreement not to be unreasonably withheld or delayed. When so agreed, such alternative crossing locations shall be deemed to be the Crossing Points.
- 4.3 LBCCS shall, at its own cost, carry out all surveys reasonably necessary to confirm the actual position of the NORTH HOYLE Cables at the Crossing Points prior to the commencement of the Initial Crossing Cable Work unless otherwise agreed with NORTH HOYLE in writing, such agreement not to be unreasonably withheld or delayed. NORTH HOYLE shall provide on request, any reasonable assistance in locating the NORTH HOYLE Cables which shall include provision of any as-laid/post-installation survey data relating to the NORTH HOYLE Cables in the possession and/or control of NORTH HOYLE. If, following the provision of such reasonable assistance, the position of the NORTH HOYLE Cables has not been identified by LBCCS, the Parties shall discuss and use all reasonable endeavours to agree upon a suitable method for carrying out the Initial Crossing Cable Work.
- 4.4 No work in relation to the Initial Crossing Cable Work in the Notification Area shall take place until the Method Statement has been approved or deemed to have been approved in accordance with Clause 4.5 or following any dispute resolution procedure pursuant to Clause

17. The installation of the Crossing Cable shall be carried out in accordance with the terms of the approved Method Statement.

4.5 REVIEW AND APPROVAL OF PROPOSED CROSSING DOCUMENTATION

4.5.1 LBCCS shall consult with NORTH HOYLE and no later than 3 months prior to the commencement of the Initial Crossing Cable Work shall provide NORTH HOYLE (at LBCCS's cost) with a method statement (the "**Method Statement**") for approval which will include such designs, details and procedures for performance of the Initial Crossing Cable Work as are sufficient to enable NORTH HOYLE (acting reasonably) to satisfy itself as to the safety and security of the NORTH HOYLE Cables and the technical adequacy of the Initial Crossing Cable Work. Such designs, details and procedures shall as a minimum include, but without limitation thereto, the:

4.5.1.1 construction methods and programmes;

4.5.1.2 vessel handling and positioning systems;

4.5.1.3 trenching/cable burial details;

4.5.1.4 stabilisation details;

4.5.1.5 details of the vertical and horizontal separation between the NORTH HOYLE Cables and the Crossing Cable; details of the proposed protection measures for NORTH HOYLE and provision of such protective works (whether temporary or permanent) as NORTH HOYLE may reasonably require for the safety and operation of the NORTH HOYLE Cables;

4.5.1.6 the proposed timetable for the Initial Crossing Cable Work;

4.5.1.7 proposed location, layout and profile of the Crossing Cable at the Crossing Points;

4.4.1.8 specification of the installation equipment; and

4.4.1.9 inspection and survey methods.

4.5.2 NORTH HOYLE shall review the Method Statement and provide any reasonable comments in writing on the implications for the safety and security of the NORTH HOYLE Cables and the technical adequacy of the proposed Initial Crossing Cable Work within 25 Business Days of the provision of the Method Statement to NORTH HOYLE.

4.5.3 If NORTH HOYLE has no comments to make on the Method Statement submitted to it in accordance with Clause 4.5.1 it shall confirm its approval of the same within the time specified in Clause 4.5.2. Failure by NORTH HOYLE to comment on or confirm approval of the Method Statement within the time specified in Clause 4.5.2 shall amount to deemed approval by NORTH HOYLE of the relevant Method Statement and the technical adequacy of the proposed Initial Crossing Cable Work.

4.5.4 Any Method Statement which NORTH HOYLE comments on shall be modified by LBCCS to take account of any reasonable comments of NORTH HOYLE provided under Clause 4.5.2 and shall be re-submitted to NORTH HOYLE for approval and the provisions of Clause 4.5.2, Clause 4.5.3 and this Clause 4.5.4 shall apply to such re-submitted

Method Statement. For the avoidance of doubt when reviewing any Method Statement re-submitted by LBCCS for further review in accordance with this Clause 4.5.4 NORTH HOYLE shall not be entitled to raise any new comments on content within any Method Statement that they have not previously commented on and which has not changed in the revision of the Method Statement when compared to previous versions of the Method Statement which NORTH HOYLE has reviewed and previously had an opportunity to comment except where a new material consideration has arisen.

- 4.5.5 For the avoidance of doubt NORTH HOYLE shall at all times act reasonably in respect of and (subject always to the time periods set out in Clause 4.5.2) shall not unreasonably delay any approval of any Method Statement submitted (or re-submitted) by LBCCS for review in accordance with Clause 4.5.1 to Clause 4.5.4 above. Any comments shall include full details so as to demonstrate the ground for comment and NORTH HOYLE shall in good faith, where it considers it appropriate to do so, can reasonably do so make appropriate recommendations as to how the comment may be addressed and propose any alternative solutions which would in the reasonable opinion of NORTH HOYLE address NORTH HOYLE's grounds for comment; and the Parties shall use all reasonable endeavours to cooperate with a view to ensuring that the Method Statement can be and is modified in such a form so as to enable NORTH HOYLE to provide its approval of the same.
- 4.5.6 In granting its approval (or deemed approval) of the Method Statement NORTH HOYLE shall not be under any duty whatsoever whether arising out of this Agreement or generally at law to ensure the accuracy, correctness or completeness of the Method Statement. Approval (or deemed approval) of the Method Statement by NORTH HOYLE shall not release LBCCS from any obligation or liability under or arising out of this Agreement or generally at law and shall not as between the Parties be capable of amounting to negligence or contributory negligence on the part of NORTH HOYLE in the event of any claim or proceedings arising out of or in connection with the Initial Crossing Cable Work unless the loss, damage or expense giving rise to such claim or proceeding is caused by the Wilful Misconduct of NORTH HOYLE.
- 4.5.7 LBCCS shall use all reasonable endeavours to ensure the route of the Crossing Cable shall be designed to cross the NORTH HOYLE Cables horizontally and as close as possible to a right angle as is practicable having due regard to other route requirements.
- 4.5.8 LBCCS shall allow NORTH HOYLE all access to the NORTH HOYLE Cables within the Notification Area, as may be reasonably required by NORTH HOYLE for the purposes of maintenance work when carrying out the Initial Crossing Cable Work.
- 4.5.9 NORTH HOYLE shall use reasonable endeavours to procure that any Work carried out on the NORTH HOYLE Cables in accordance with Clause 4.5.8 above shall be carried out in such a manner that the Crossing Cable installation operations in the Notification Area may be carried on without unreasonable delay.

4.6 COMMENCEMENT OF THE INITIAL CABLE CROSSING WORK

- 4.6.1 LBCCS and NORTH HOYLE shall cooperate with each other in good faith in relation to the timing of the installation of the Crossing Cable in order to coordinate work and to avoid delays to the installation of the Crossing Cable or any planned works by NORTH HOYLE in relation to NORTH HOYLE Cables which may impact on work in the

Notification Area).

- 4.6.2 LBCCS shall give NORTH HOYLE not less than 15 Business Days' written notice of its intention to commence the installation of the Crossing Cable within the Notification Area providing:

4.6.2.1 the nature of the Work; and

4.6.2.2 the anticipated dates of commencement and completion of the Work.

In the event of the Work not being commenced within 15 Business Days of the anticipated date of commencement as notified by LBCCS pursuant to this Clause 4.6.2, LBCCS shall re-notify the information referred to in Clause 4.6.2.1 and Clause 4.6.2.2 above.

For the purposes of this Clause 4.6.2, installation of the Crossing Cable within the Notification Area shall mean any works which involve the physical interaction with the seabed (including but not limited to PLGR, pre-installation dredging and pre-installation survey works).

4.7 CARRYING OUT THE INITIAL CABLE CROSSING WORK

- 4.7.1 Upon commencement of the Initial Crossing Cable Work by LBCCS and thereafter until the Initial Crossing Cable Work has been completed, LBCCS shall or shall procure that its contractors and/or subcontractors carry out the Initial Crossing Cable Work with all reasonable skill and care, in accordance with all relevant statutory obligations and in accordance with the Method Statement for the Initial Crossing Cable Work approved or deemed approved by NORTH HOYLE under Clause 4.5.1 to Clause 4.5.4 or such alternative designs, details and procedures which LBCCS may propose and NORTH HOYLE may accept from time to time at its sole discretion.

- 4.7.2 Any contractor and/or subcontractor used by LBCCS for the purpose of the Initial Crossing Cable Work shall be suitably qualified and experienced in carrying out the type of work for which it is engaged. LBCCS shall take and procure that its contractors and/or subcontractors shall take all such measures as ought reasonably to be taken in accordance with Good Offshore Cable Practice to avoid the risk of damage to the NORTH HOYLE Cables.

4.8 CROSSING POINTS

- 4.8.1 Either during the installation or as soon as practicable after the installation of the Crossing Cable, the Crossing Points shall be inspected by LBCCS or on its behalf, at LBCCS's expense, by means of an ROV, or by divers or such other method as shall be reasonably agreed by NORTH HOYLE, to ascertain that the Crossing Cable and the NORTH HOYLE Cables have the agreed vertical separation distance at the Crossing Points in accordance with the agreed method of protection. In the event that the Crossing Cable and the NORTH HOYLE Cables have not been adequately vertically separated, LBCCS shall consult with NORTH HOYLE to determine the most appropriate course of action and LBCCS shall, at its own expense then rectify the situation to provide such vertical separation.

- 4.8.2 LBCCS shall provide NORTH HOYLE with the actual as-laid route of the Crossing Cable in the vicinity of the NORTH HOYLE Cables by:

- 4.8.2.1 provision of co-ordinates of the Crossing Cable at the Crossing Points within 48 hours after completion of installation of the Crossing Cable in the Notification Area; and
 - 4.8.2.2 provision of charted information of the Crossing Cable at the Crossing Points as soon as practicable after the completion of the installation of the Crossing Cable.
- 4.9 LBCCS shall ensure that the risk of dropped object, anchoring, grounding, vessel drift-off, impact from jack-up legs etc. will be adequately assessed and precautions taken to minimise such risks as far as reasonably possible.

5. FUTURE WORK ON THE CROSSING CABLE OR THE NORTH HOYLE CABLES

- 5.1 Following the installation of the Crossing Cable, the Parties shall use all reasonable endeavours to consult in good faith regarding any future Work which may be required in the Notification Area. The Parties shall work together to accommodate any such future Work if this is required and shall use all reasonable endeavours to agree the timings and methods for any future Work to be undertaken, such agreement not to be unreasonably withheld or delayed.
- 5.2 Notwithstanding the provisions of Clause 5.1 above, if any future Work is required which is of an urgent or emergency nature, the Parties shall use all reasonable endeavours to undertake such work in an expeditious manner and shall work together in good faith to enable such future Work to be undertaken as required and the Party undertaking such future Work shall give the other Party as much written notice as is reasonably possible in light of the emergency or urgency before undertaking such future Work (including all relevant details of the proposed future Work).
- 5.3 Save in respect of any future Work the timings and methods for which have been agreed pursuant to Clause 5.1 above or any future Work which is of an urgent or emergency nature, if either Party requires to carry out any future Work in the Notification Area that Party shall:
- 5.3.1 provide the other Party with not less than 1 calendar month notification of its intention to carry out any such future Work;
 - 5.3.2 provide the other Party with all such reasonable information concerning the future Work and the procedures for the conduct of the future Work as the other Party may reasonably require and the provisions of Clause 4.3, Clause 4.4, Clause 4.5, Clause 4.6, Clause 4.7, Clause 4.8 and Clause 4.9 shall apply to any such future Work mutatis mutandis except that:
 - 5.3.2.1 the time period for providing a Method Statement for the Works under Clause 4.5.1 shall be 1 calendar month prior to the commencement of the Work;
 - 5.3.2.2 the time period for reviewing and commenting on the Method Statement for the Works under Clause 4.5.2 shall be 15 Business Days;
 - 5.3.2.3 the time period for advising the anticipated dates of commencement and completion of the Work under Clause 4.6.2 shall be 10 Business Days;
- 5.4 In addition to the steps outlined in Clause 5.1, 5.2, and 5.3, where the future Work comprises decommissioning Work, the parties shall also comply with the requirements set out below.

- 5.4.1 At least one (1) year before the commencement of decommissioning Work on the NORTH HOYLE Cables or the Crossing Cable (whichever occurs earlier), the Parties will consult with each other in order to agree, in good faith, an approach to the decommissioning Work which is in accordance with all laws, rules, orders and regulations applicable to that decommissioning Work and does not interfere with the operation of the other Party's assets.
- 5.4.2 In the event that a Party, during recovery of an out-of-service asset (the "**Recovery Party**") is unable to recover a proportion of the asset due to the overlying presence of one or more of the other Party's assets (a "**Trapped Section**"), the recovered asset will be cut at least one hundred (100m) (or such other distance as is agreed between the parties) to either side of the relevant Crossing Point. In such circumstances, the Recovery Party may, by written notice, transfer title and risk to the Trapped Section left beneath the Crossing Point including, without limitation, all responsibility for its recovery and disposal, to the other Party, excepting that:
 - 5.4.2.1 No such entitlement shall arise where the overlying asset had to be re-laid across the underlying asset as a result of damage caused by the Recovery Party.
 - 5.4.2.2 No such entitlement shall arise where it is the Recovery Party's asset that is overlying at the Crossing Point, but the Recovery Party does not wish to disturb the Crossing Point.

6. RE-LAYING OF THE CROSSING CABLE OR THE NORTH HOYLE CABLES

- 6.1 Either Party shall be entitled at that Party's expense, to re-lay either the Crossing Cable or the NORTH HOYLE Cables (as appropriate) in the vicinity of and over the NORTH HOYLE Cables or the Crossing Cable (as appropriate) if such re-laying becomes necessary for any reason. Such re-laying of the Crossing Cable or the NORTH HOYLE Cables shall be effected on the same terms of this Agreement that applied to the original installation of the Crossing Cable mutatis mutandis.

7. ANCHORS OR OTHER GROUND MOORING EQUIPMENT AND ACCESS FOR URGENT MAINTENANCE WORK

- 7.1 LBCCS shall not deploy anchors or other ground mooring equipment within 250 metres of the NORTH HOYLE Cables known cable position unless in accordance with DNV Standards or otherwise except on obtaining, for the specific Work, written agreement of the other Party (or the written agreement of a Vessel Representative of the other Party supervising the Work).
- 7.2 Each Party shall permit the other Party reasonable access to its respective cable within the Notification Area for the purposes of urgent maintenance Work and shall use all reasonable endeavours to ensure that any Work carried out within the Notification Area shall be carried out in such a manner that the urgent maintenance Work may be conducted without delay or interruption.

8. RESPONSIBILITY FOR WORK

- 8.1 Subject to Clause 10 **Error! Reference source not found.**, LBCCS shall be liable for, and shall indemnify and hold harmless NORTH HOYLE against:
 - 8.1.1 any claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs) or expenses which arise out of or in connection with any loss

of and/or damage to the NORTH HOYLE Cables or any part of them (including repairs and replacement, damage arising out of subsidence and/or any interruption or reduction in electricity supply by NORTH HOYLE) and any work directly or indirectly connected therewith caused by or which arises out of any Work (including the Initial Crossing Cable Work) carried out by or on behalf of LBCCS;

8.1.2 any claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs) or expenses incurred by NORTH HOYLE which arises out of or in connection with any loss of and/or damage to the property of, or the injury to, ill health, disease or death of any Third Party arising or incurred in respect of any Work (including the Initial Crossing Cable Work) carried out by or on behalf of LBCCS; and

8.1.3 any and all claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by NORTH HOYLE which arises out of or in connection with any pollution caused by or which arises out of any Work (including the Initial Crossing Cable Work) or in consequence of the construction, use, maintenance or failure of any Work carried out by or on behalf of LBCCS,

in each case provided that such claim, proceeding, damage, cost or expense is not caused by any Wilful Misconduct of NORTH HOYLE. For the avoidance of doubt, the fact that the Work or any part of it has been conducted in accordance with a Method Statement or plan approved by NORTH HOYLE or carried out under its supervision shall not be sufficient to excuse LBCCS from liability under this Clause 8.1.

8.2 LBCCS shall be responsible for the recovery or removal and when appropriate the marking or lighting of any wreck or debris arising from or relating to or in connection with it carrying out of said Work when required by:

8.2.1 any applicable law or governmental authority;

8.2.2 any applicable consent or third party agreement that either Party is subject and/or a party to; or

8.2.3 where such wreck or debris is interfering with the other Party's operations or is a hazard to fishing or navigation,

and shall be liable for, and shall indemnify and hold harmless NORTH HOYLE, from and against any and all claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by the other Party which arises out of or in connection with any such wreck or debris, whether or not the negligence or breach of duty (whether statutory or otherwise) of the other Party contributed to such wreck or debris.

8.3 In the event of LBCCS being liable for damage to the NORTH HOYLE Cable(s), NORTH HOYLE shall carry out the repair itself. In conducting any such repairs, NORTH HOYLE shall use all reasonable endeavours to minimise costs and shall take all reasonable action to repair the NORTH HOYLE Cable(s) as soon as reasonably practicable. The Parties acknowledge that repairs shall be effected with due regard to the technical requirements of the NORTH HOYLE's cable and nothing in this Clause shall oblige either party to accept a standard of repair that would adversely affect the technical performance of the affected cable. In the event that NORTH HOYLE require to undertake such repairs pursuant to this clause 8.3 then, prior to carrying out such work NORTH HOYLE shall be entitled (but not obliged) to issue an itemised invoice in relation to all charges, costs and expenses reasonably anticipated to be incurred by NORTH HOYLE in relation to the

repairs , including such evidence or supporting information in respect of the relevant charges, costs and expenses as LBCCS may reasonably request. NORTH HOYLE shall use reasonable endeavours to base such reasonably anticipated charges, costs and expenses on contractor estimates for the work. Subject to the provisions of clause 10, and subject to such evidence or supporting information in respect of the relevant charges, costs and expenses, LBCSS shall pay the itemised invoice within 30 days of receipt of the invoice or evidence or supporting information, whichever is later. On completion of the repairs, LBCSS shall pay any additional balance due in relation to the repairs (subject to the provisions of clause 10) supported by such evidence or supporting information as LBCCS may reasonably request and an itemised invoice, or alternatively NORTH HOYLE shall return any overpayment as appropriate.

- 8.4 In the event of damage to the NORTH HOYLE Cable(s) arising out of or in connection with the Work, NORTH HOYLE shall use all reasonable endeavours to notify LBCCS of the existence of the damage to the NORTH HOYLE Cable(s) as soon as practicable after the existence of such damage is known.
- 8.5 Wherever in this Agreement reference is made to Work, repairs or inspections carried out by, or access allowed to NORTH HOYLE, this shall include Work, repairs or inspections actually carried out by, or access actually allowed to, NORTH HOYLE's sub-contractors, employees, servants or agents respectively.
- 8.6 LBCCS shall use reasonable endeavours to procure that any policies of insurance covering Work permitted by this Agreement shall contain waivers of subrogation rights which reflect the provisions of this Agreement.
- 8.7 **Conduct of Claims**
- 8.7.1 NORTH HOYLE shall, as soon as reasonably practicable on becoming aware of the same, notify LBCCS of any proceedings or claim brought or made against NORTH HOYLE which may give rise to liability on the part of LBCCS to indemnify NORTH HOYLE. Following receipt of such notification, LBCCS may at its own cost and in consultation with NORTH HOYLE conduct such proceedings or claim and any negotiations for the settlement thereof in the name of NORTH HOYLE provided always that in conducting such proceedings or claim and any negotiations for the settlement thereof LBCCS shall not bring the name of NORTH HOYLE into disrepute.
- 8.7.2 LBCCS shall, at NORTH HOYLE's request, afford all available assistance to the LBCCS in conducting any such proceedings or claim, and shall be reimbursed by NORTH HOYLE for all reasonable costs and expenses incurred in so doing.
- 8.7.3 NORTH HOYLE shall make no admission which may be prejudicial to the defence of any such proceedings or claim and/or settle any such proceedings or claim or any associated costs, proceedings or damages and/or shall not make any payment on account of any such proceedings or claim without the written consent of LBCCS (such consent not to be unreasonably withheld or delayed), except under an order of a court of competent jurisdiction.
- 8.8 In the event that any Work other than the Initial Crossing Cable Work is carried out by LBCCS on the Crossing Cable, the provisions of Clause 8 shall apply to any such future Work mutatis mutandis.
- 8.9 Any relief from or limitation of liability, hold harmless, indemnity or benefits in favour of NORTH

HOYLE under this Clause 8 shall extend to:

8.9.1 its Affiliates,

8.9.2 any of its or its Affiliates' contractors of any tier; and

8.9.3 any of their respective officers, directors, employees, agents, contractors and sub-contractors of any tier of any of the aforementioned entities,

such persons being known as the "**NORTH HOYLE Beneficiaries**".

8.10 Any relief from or limitation of liability, hold harmless, indemnity or benefits in favour of the LBCCS under this Clause 9 shall extend to:

8.10.1 its Affiliates,

8.10.2 any of its or its Affiliates' contractors of any tier; and

8.10.3 any of their respective officers, directors, employees, agents, contractors and subcontractors of any tier of any of the aforementioned entities,

such persons being known as the "**LBCCS Beneficiaries**".

8.11 The Contracts (Rights of Third Parties) Act 1999 shall apply in respect of any relief from liability, hold harmless, indemnity or benefit created in favour of the NORTH HOYLE Beneficiaries or the LBCCS Beneficiaries by virtue of this Clause 8.

8.12 Notwithstanding Clauses 8.9, 8.10 and 8.11:

8.12.1 any relief from or limitation of liability, hold harmless, indemnity or benefit created in favour of any NORTH HOYLE Beneficiary shall only apply:

8.12.1.1 in the case of any of the persons referred to in Clauses 8.9.2 and 8.9.3, to the extent that such persons are acting on behalf of NORTH HOYLE for the purposes of this Agreement; and

8.12.1.2 in those circumstances under which NORTH HOYLE would have been relieved from liability or held harmless, indemnified or would benefit;

8.12.2 any relief from or limitation of liability, hold harmless, indemnity or benefit created in favour of any LBCCS Beneficiary shall only apply:

8.12.2.1 in the case of any of the persons referred to in Clauses 8.10.2 and 8.10.3, to the extent that such persons are acting on behalf of LBCCS for the purposes of this Agreement; and

8.12.2.2 in those circumstances under which LBCCS would have been relieved from liability or held harmless, indemnified or would benefit;

8.12.3 any and all reliefs from or limitations of liability, hold harmless, indemnity or benefit:

8.12.3.1 of NORTH HOYLE shall represent the aggregate cumulative relief or

limitation of NORTH HOYLE and the NORTH HOYLE Beneficiaries to LBCCS and LBCCS Beneficiaries together; and

8.12.3.2 of LBCCS (including the limitation of total aggregate liability specified in Clause 10.2) shall represent the aggregate cumulative relief or limitation of LBCCS and the LBCCS Beneficiaries to NORTH HOYLE and the NORTH HOYLE Beneficiaries together; and

8.12.4 the Parties may rescind and/or vary any of the terms of this Agreement (including in respect of any relief from liability, hold harmless, indemnity or benefit given to the NORTH HOYLE Beneficiaries and the LBCCS Beneficiaries by the provisions of this Clause 8) without the consent of the NORTH HOYLE Beneficiaries or the LBCCS Beneficiaries.

9. REPRESENTATIVES

- 9.1 NORTH HOYLE shall, subject to availability of suitable cabin space onboard the Work vessels, be entitled to have not more than two (2) Representatives present while any Work is being carried out by LBCCS on the Crossing Cable in the Notification Area.
- 9.2 LBCCS shall, subject to availability of suitable cabin space onboard the Work vessels, be entitled to have not more than two (2) Representatives present while any Work is being carried out by NORTH HOYLE on the NORTH HOYLE Cables in the Notification Area.
- 9.3 Any Representatives must be suitably qualified and experienced and must comply with the Maritime Labour Convention 2006 Regulations. The Representatives may be located on any Work vessel and shall have full and free access at all times to all activities related to the Work. LBCCS or NORTH HOYLE (as appropriate) shall afford any Representatives its full cooperation in the execution of the Representatives' duties under this Agreement.
- 9.4 The Representatives' only function is to safeguard the interests of NORTH HOYLE or LBCCS respectively and he/she/they shall have no duty to ensure or procure the doing of anything for the benefit of LBCCS or NORTH HOYLE respectively or to prevent anything which may be to the detriment of LBCCS or NORTH HOYLE respectively, provided however that the Representatives shall act in good faith at all times.

10. LIMITATION OF LIABILITY

- 10.1 Subject to this Clause 10, Clause 8 sets out the entire liabilities of LBCCS in respect of loss or damage caused by or arising out of the Work (including the Initial Crossing Cable Work and any future Work) and/or from LBCCS' performance, non-performance, or misperformance of this Agreement and NORTH HOYLE shall not be entitled to any further or other remedy in respect of any such loss or damage (whether under this Agreement or otherwise at law) irrespective of the negligence or breach of duty (statutory or otherwise) of LBCCS.
- 10.2 The total liability of LBCCS to NORTH HOYLE under this Agreement shall be limited to twenty million pounds sterling (£20,000,000) for any one incident (or series of connected incidents) and, forty million pounds sterling (£40,000,000) in total for all incidents or series of incidents, connected or unconnected, in any 12 month period.
- 10.3 The figures in Clause 10.2 shall be indexed with effect from 01 April in each calendar year commencing on 01 April 2025 by multiplying the figure specified above by a factor equal to the Retail Price Index value in April of the year in question divided by the Retail Price Index value

for April 2025. For the purposes of this Clause, the Retail Price Index means the general index of retail prices published by the Office for National Statistics in the United Kingdom in respect of all items. If there is a material change in the basis of the Retail Price Index then the Parties shall agree to substitute such of the index as produces as nearly as possible the same result and in the event of the Parties failing to agree within 3 months after such change, the substitute index shall be determined by a sole Chartered Accountant appointed by both Parties, or in the event of failure to reach agreement of the on the appointment of such Chartered Accountant, on the application of either Party to the President of the Institute of Chartered Accountants for England & Wales who shall act as an expert and whose decision shall be final and binding on the Parties.

- 10.4 Nothing in this Agreement shall exclude or restrict LBCCS's liability for death or personal injury resulting from its own negligence or any other liability which it cannot exclude as a matter of law.

11. INSURANCE

- 11.1 LBCCS shall, throughout the duration of this Agreement, insure at its own cost for its liability under this Agreement for the sum of twenty million pounds sterling (£20,000,000) for any one incident (or series of connected incidents) and forty million pounds sterling (£40,000,000) in total for all incidents or series of incidents, connected or unconnected, in any 12 month period.
- 11.2 All such policies of insurance shall be placed with are placed with an insurance office approved to do business in Germany or the United Kingdom. LBCSS shall provide North Hoyle Party with evidence of that such insurance is in place (via a brokers' confirmation or similar) as may be reasonably requested by North Hoyle from time to time.

12. DURATION OF AGREEMENT

- 12.1 This Agreement shall come into effect on the date of this Agreement and shall continue in force until either the Crossing Cable or the NORTH HOYLE Cables have been permanently removed from operation service.
- 12.2 Notwithstanding the provisions of Clause 12.1, any cable recovery operations carried out within the Notification Area by either LBCCS or NORTH HOYLE after the date of termination of this Agreement shall continue to be regarded as Work under the terms of this Agreement and the rights, obligations and liabilities of LBCCS or NORTH HOYLE in respect of the performance of Work under this Agreement shall continue to apply. This Clause 12.2 shall cease to apply when either the Crossing Cable or the NORTH HOYLE Cables have been permanently removed from the Notification Area or both the Crossing Cable and the NORTH HOYLE Cables have been permanently removed from operational service.

13. FORCE MAJEURE

- 13.1 Neither Party shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure Event which has been notified in accordance with this Clause 13.

NOTICE OF FORCE MAJEURE

- 13.2 In the event of a Force Majeure Event, the Party that is or may be delayed in performing the Agreement shall notify the other Party as soon as practicable and in any event not later than 10 Business Days after the Party became aware of the event or circumstance giving the full

particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.

- 13.3 Following notification of a Force Majeure Event in accordance with Clause 13.2, the Parties shall meet without delay (and thereafter at regular intervals) to discuss the effect of the Force Majeure Event with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

DUTY TO MINIMISE DELAY

- 13.4 Each Party shall at all times use all reasonable endeavours to avoid, overcome and minimise any delay in the performance of the Agreement as a result of any Force Majeure Event.

CESSATION OF FORCE MAJEURE

- 13.5 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event and shall as soon as reasonably practicable after the cessation of the Force Majeure Event resume performance of its obligations under this Agreement.

14. WAIVER

- 14.1 The waiver of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of any other breach of the same or other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.
- 14.2 LBCCS and NORTH HOYLE agree to waive any rights of marine limitation to which they may be entitled and which might otherwise limit or negate the terms of this Agreement.

15. MODIFICATIONS

- 15.1 No modifications or amendment to this Agreement shall be valid unless in writing and signed on behalf of the Parties.

16. NOVATION AND ASSIGNMENT

- 16.1 Each Party shall have the right to novate its respective rights and obligations under this Agreement or any part thereof to any other person with the consent of the other Party which consent may only be withheld on grounds that the financial responsibility and/or technical capability of the proposed transferee to discharge the obligations under this Agreement as they relate to the interest to be transferred have not been adequately demonstrated. The Parties will execute the necessary deed of novation and any further documentation required to give effect to any novation under this Clause 16.1, including ensuring that the transferee is bound by the terms of this Agreement.
- 16.2 Notwithstanding Clause 16.1, no consent of any kind shall be required in the case of an assignment by a Party of its rights under this Agreement or any part thereof to:
- 16.2.1 a successor to all or substantially all of the transferring Party's business;
 - 16.2.2 an Affiliate;
 - 16.2.3 a purchaser (whether or not for value) of the whole or any part of a Party's interest in the Crossing Cable or the NORTH HOYLE Cables (as the case may be); or

- 16.2.4 any bank, financial institution or other person by way of security in connection with the financing or refinancing of the CCS Facilities and/or the Crossing Cable and/or the NORTH HOYLE Windfarm and/or the NORTH HOYLE Cables (as the case may be).
- 16.3 In the event of an assignment under Clause 16.2 above, such assignment shall not be effective until:
 - 16.3.1 the assigning Party has given written notice thereof to the other Party ("the Continuing Party"); and
 - 16.3.2 simultaneously with such an assignation, assign or novate to the assignee the whole (or in the case of the assignation of a part of such interest a proportionate part) of its rights and obligations under this Agreement; and
 - 16.3.3 make it a condition precedent of such assignation that the assignees shall enter into a direct covenant with the Continuing Party to observe and be bound by the terms of this Agreement.
- 16.4 Save as aforesaid, neither party may assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of this clause shall be null and void.

17. DISPUTE RESOLUTION

- 17.1 If any dispute arises out of or in connection with or relating to this Agreement or the validity or termination thereof, the dispute shall in the first instance be referred to the LBCCS Project Sponsor and the NORTH HOYLE Project Sponsor.
- 17.2 In the event the LBCCS Project Sponsor and the NORTH HOYLE Project Sponsor shall prove unable to resolve the dispute within 20 Business Days of its referral to them and within such period the Parties do not agree that there is a firm and solid basis for reaching a resolution, the Parties agree to refer the dispute to mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure (the "**Model Procedure**") at the time in force.
- 17.3 To initiate mediation a Party must give notice in writing (the "**ADR Notice**") to the other Party to the dispute requesting a mediation in accordance with this Clause 17. A copy of the request should be sent to CEDR.
- 17.4 The mediation shall start not later than 10 Business Days after the date of the ADR Notice.
- 17.5 The language of the mediation shall be English. Any party producing documents or participating in the mediation in any other language shall provide the necessary translations and interpretation facilities.
- 17.6 The mediation shall take place in London.
- 17.7 Subject to Clause 17.8, no Party may commence any court proceedings in relation to any dispute until they have attempted to settle it by mediation and that mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 17.8 Without prejudice to Clause 17.1 and Clause 17.2, any Party may at any time commence court

proceedings in order to obtain interim relief. Once the issue of interim relief has been disposed of by the courts, the Parties will take no further steps in the court proceedings until the mediation has terminated. If no mediation has been instituted, the Party seeking interim relief shall serve an ADR Notice on the other Party as soon as the issue of interim relief has been disposed of by the courts.

18. GOVERNING LAW AND JURISDICTION

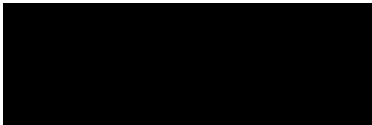
- 18.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and, subject to Clause 17, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation.

19. NOTICES

- 19.1 All communications, acceptance, approvals, certificates, consents, determinations, notices and requests in respect of the Agreement shall be given in writing and delivered by hand (against receipt) or sent by registered mail or courier or by electronic mail to the relevant address specified below or such other address as may be notified to the other PARTY in writing from time to time.

LBCCS:

Liverpool Bay CCS Limited
Eni House
10 Ebury Bridge Road
London
SW1W 8PZ



and copied to:

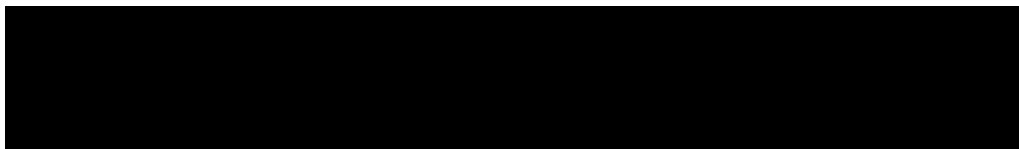


Email: notices.lbccs@eni.com

NORTH HOYLE:

North Hoyle Wind Farm Limited

5th Floor, 20 Fenchurch Street
London
EC3M 3BY



and copied to:



Save where the contrary is expressly provided, acceptance, approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

19.1.1 Communications shall be effective:

- 19.1.1.1 in the event of delivery by hand, on the date of delivery (evidence by written receipt) provided that where any communication delivered by hand is received after 4:45pm on a Business Day or on a day other than a Business Day it shall be deemed to be received on the next Business Day;
- 19.1.1.2 if sent by registered mail or courier, 2 Business Days after the day of sending (or 7 Business Days in the case of any communication posted abroad) and in proving such service it shall be sufficient to produce a registered receipt of sending; and
- 19.1.1.3 if sent by electronic mail, upon sending the email to the address specified, except that where the email is received after 4:45pm on a Business Day or on a day other than a Business Day delivery will be deemed to be received on the next Business Day and in proving such service it shall be sufficient to produce a "delivery confirmation" confirming delivery to the correct address of the addressee.

20. CONFIDENTIALITY

20.1 Subject as is provided in Clause 20.2 each Party undertakes that they will keep secret and confidential and will not disclose and will use only for the purposes of this Agreement any Confidential Information which they may receive or acquire pursuant to this Agreement.

20.2 Notwithstanding the provisions of Clause 20.1 either Party may disclose any Confidential Information:

- 20.2.1 as is required by law or a regulatory body or by a court order or other Government action;
- 20.2.2 to their respective:
 - 20.2.2.1 employees, officers and directors;
 - 20.2.2.2 Affiliates; and
 - 20.2.2.3 Affiliates' employees, officers and directors;
- 20.2.3 to:
 - 20.2.3.1 any bona fide purchaser of all or any part of the shares in a Party;
 - 20.2.3.2 any bona fide purchaser of all or any part of a Party's interest in the CCS

Facilities and/or the Crossing Cable and/or the NORTH HOYLE Windfarm and/or the NORTH HOYLE Cables (as the case may be); or

- 20.2.3.3 any person involved in any such purchase, including any advisers, consultants, banks, rating agencies or financial institutions;
- 20.2.4 to any to any banks, rating agencies or financial institutions (and their professional advisors) that are and/or may be considering providing finance in relation to the CCS Facilities and/or the Crossing Cable and/or the NORTH HOYLE Windfarm and/or the NORTH HOYLE Cables (as the case may be); and
- 20.2.5 to any professional advisors, consultants, contractors and/or subcontractors for the purposes of carrying out the Work,

provided that the disclosing Party procures that any person to whom Confidential Information is disclosed in accordance with to Clause 20.2.2, Clause 20.2.3, Clause 20.2.4 or Clause 20.2.5 keeps such Confidential Information confidential and does not use such Confidential Information for any purpose other than any purpose identified in Clause 20.2.2, Clause 20.2.3, Clause 20.2.4 or Clause 20.2.5 (as the case may be).

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 21.1 Except as expressly set out in this Agreement, the Parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") by any person other than LBCCS or NORTH HOYLE.

22. GENERAL LEGAL PROVISIONS

22.1 COSTS AND EXPENSES

- 22.1.1 LBCCS shall pay NORTH HOYLE on demand all reasonable charges, costs and expenses incurred by NORTH HOYLE in direct consequence of any Work carried out by LBCCS under this Agreement including without limitation:
 - 22.1.1.1 NORTH HOYLE's reasonable legal expenses incurred in connection with or arising out of the negotiation, preparation, execution and (if applicable) registration of this Agreement up to a maximum amount of ten thousand pounds sterling £10,000;
 - 22.1.1.2 the approval of Method Statements;
 - 22.1.1.3 the carrying out of protective works (including any temporary protective works and their removal);
 - 22.1.1.4 The supervision or monitoring of any Work by LBCCS including the cost of appointing Representatives; or
 - 22.1.1.5 the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such Works referred to in this Agreement.

22.2 ENTIRE AGREEMENT

- 22.2.1 This Agreement constitutes the entire agreement and understanding between the Parties in relation to the matters set out in the agreement and supersedes all prior negotiations, representations, agreements or undertakings, either written or oral, between the Parties relating to such matters. Save as otherwise expressly provided in this Agreement no amendments to the Agreement shall be effective unless evidenced in writing and signed by a duly authorised representative on behalf of both Parties to the Agreement
- 22.2.2 Nothing in this Clause 22.2 attempts to exclude any liability which a Party would otherwise have to the other Party in respect of any statement made fraudulently.

22.3 MITIGATION OF LOSS

- 22.3.1 Both Parties shall take all reasonable steps to mitigate any losses resulting from any breach of contract by the other Party.

22.4 INVALIDITY AND SEVERABILITY

- 22.4.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 22.4.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

22.5 NO PARTNERSHIP OR JOINT VENTURE

- 22.5.1 Nothing in this Agreement and no action taken by the Parties in connection with it shall create a partnership or joint venture or relationship of employer and employee between LBCCS and NORTH HOYLE or give any Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

22.6 COUNTERPARTS

- 22.6.1 This Agreement may be entered into in any number of counterparts all of which, taken together, shall form one and the same agreement and either Party may enter into this Agreement by executing a counterpart.

SIGNED for and on behalf of **LIVERPOOL BAY CCS LIMITED**

SIGNED:

NAME:

POSITION: x Managing Director

SIGNED for and on behalf of **NORTH HOYLE WIND FARM LIMITED**

SIGNED:

NAME:

POSITION: x Director

SCHEDULE 1: PLANNED CROSSING POINT

