

CABLE CROSSING AGREEMENT

Between

GWYNT Y MOR OFFSHORE WIND FARM LIMITED
(as disclosed agent for the Participants)

and

LIVERPOOL BAY CCS LIMITED

Dated

16 April 2026

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THIS AGREEMENT is made on the 16 day of April 2026

BETWEEN:

1. **GWYNT Y MOR OFFSHORE WIND FARM LIMITED**, a company registered in England and Wales (Company Registration Number 03697015) whose registered office is at Trigonos, Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB (the "**Existing Cable Owner**" as agent for the Participants (as hereinafter defined)) which expression shall include its successors and the transferees of the whole or part of the Existing Cable Owner's interest in the Existing Cables (as hereinafter defined); and
2. **LIVERPOOL BAY CCS LIMITED**, a company registered in England and Wales (Company Number 13194018) whose registered office is at Eni House, 10 Ebury Bridge Road, London SW1W 8PZ and hereinafter called the "**Crossing Cable Owner**" which expression shall include its successors and the transferees of the whole or part of the Crossing Cable Owner's interest in the Crossing Cable (as hereinafter defined),

(each a "**Party**" and together the "**Parties**").

WHEREAS:

- A. The Participants own and operate the Existing Cables (as hereinafter defined) at an offshore wind farm named Gwynt y Môr. The Participants have appointed the Existing Cable Owner to enter into this Agreement as their agent.
- B. The Crossing Cable Owner proposes to design, construct, own and operate the Crossing Cable (as hereinafter defined).
- C. It is the intention of the Parties that the Crossing Cable (as hereinafter defined) shall cross and pass over the Existing Cables (as hereinafter defined).
- D. The Parties wish to enter into this Agreement in order to establish the terms upon which:
(i) the Laying Work will be performed by the Crossing Cable Owner; (ii) any Additional Work will be performed by the Parties in relation to the Existing Cables or the Crossing Cable (as the case may be); and (iii) the continuing obligations of the Parties in relation thereto.

NOW IT IS HEREBY AGREED as follows:

1 CONSIDERATION

In consideration of the Crossing Cable Owner assuming certain liabilities and indemnities under this Agreement and for its further consideration in agreeing to permit the Existing Cable Owner, together with, where appropriate, any joint owners of other assets, or any company or corporation in which the Existing Cable Owner and/or any of their respective Affiliates has an interest to decommission and/or remove the Existing Cables in close proximity to the Crossing Cable, as provided for in Clause 10 (Reciprocal Agreement) of this Agreement, the Existing Cable Owner hereby agrees to the Crossing by the Crossing Cable of the Existing Cables in accordance with the provisions of this Agreement.

2 DEFINITIONS

In this Agreement, including the recitals:

- 2.1 "**Additional Work**" means any: (i) intrusive survey or inspection; (ii) repair work; (iii) maintenance work; or (iv) other work types, as may be agreed in writing between the

Parties from time to time, in each case that is to be carried out in relation to the Crossing Cable or the Existing Cables (or both) within one thousand metres (1,000m) of the Crossing. Additional Work shall not include the Laying Work (as hereinafter defined).

2.2 **"Affiliate"** shall mean in relation to any company:-

- (a) a company which is directly or indirectly controlled by the company in question; or
- (b) a company which directly or indirectly controls the company in question; or
- (c) a company directly or indirectly controlled by a company which also directly or indirectly controls the company in question.

For the purposes of this definition **"to control"** means to have the right to exercise the vote of more than fifty per cent (50%) of all voting shares.

2.3 **"Agreement"** means this Agreement together with the First, Second, Third, Fourth, Fifth Sixth and Seventh Schedules attached hereto.

2.4 **"Crossing"** means the one (1) crossing by the Crossing Cable of the Existing Cables within the Gwynt y Môr offshore wind farm boundary (the approximate location of which is shown in the Fourth Schedule) including all materials placed on or around the Existing Cables at those locations to provide support for the Crossing Cable.

2.5 **"Crossing Cable"** means the Power from Shore (PfS) cable to be installed between the Douglas Platform in Block 110/13 and the Point of Ayr gas terminal in Flintshire, North Wales, as shown in the Fourth Schedule.

2.6 **"Existing Cables"** means the 33kV inter-array armoured subsea electric cable connecting the eastern and western halves of the Gwynt y Môr offshore wind farm, and up to two (2) 132kV power export electric cables which electric cables will be, for instance with layers of wire armouring, as shown in the Fourth Schedule.

2.7 **"Force Majeure"** shall have the meaning ascribed to it in Clause 8.

2.8 **"Good Offshore Cable Practice"** means the application of those methods and practices customarily used in good and prudent offshore cable practice in the United Kingdom Exclusive Economic Zone and territorial waters with that degree of diligence and prudence reasonably and ordinarily exercised by experienced operators engaged in the United Kingdom Exclusive Economic Zone and territorial waters in a similar activity under similar circumstances and conditions.

2.9 **"Information"** shall have the meaning ascribed to it in Clause 9.2.

2.10 **"Laying Work"** shall mean any activity carried out by the Crossing Cable Owner or on behalf of the Crossing Cable Owner on or prior to the Laying Work Completion Date in connection with the Crossing which without prejudice to the foregoing generality shall include: (i) design of the Crossing; (ii) the activities referred to in the Third Schedule under the sub-heading Construction Operation; and (iii) the laying of any anchors, grapnels, use of trenching tools or other ground mooring equipment within the Safety Zone by any vessel involved in such work.

2.11 **"Laying Work Completion Date"** means the date that the Crossing Cable Owner provides the Existing Cable Owner with the approved information, material, data and documentation (including as-built surveys) as required by Clause 3.9.

2.12 **"OPOL"** means the Offshore Pollution Liability Agreement effective 1 May 1975 as amended from time to time or any scheme introduced in replacement thereof.

2.13 **"Participants"** means (1) UK Green Investment GYM Participant Limited, a company incorporated in England and Wales with registered number 7233484 whose registered office is at C/O Alter Domus (UK) Limited, 10th Floor, 30 St Mary Axe, London, United

Kingdom, EC3A 8BF; (2) RWE Renewables GYM 2 Limited, a company incorporated in England and Wales with registered number 7233494 whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB; (3) RWE Renewables GYM 3 Limited, a company incorporated in England and Wales with registered number 7233487 whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB; (4) RWE Renewables GYM 4 Limited, a company incorporated in England and Wales with registered number 7233491 whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB; (5) GYM Renewables One Limited, a company incorporated in England and Wales with registered number 7233497, whose registered office is at C/O Alter Domus (UK) Limited 10th Floor, 30 St Mary Axe, London, United Kingdom, EC3A 8BF; (6) GYM Offshore One Limited, a company incorporated in England and Wales with registered number 7233489 whose registered office is at 5 White Oak Square, London Road, Swanley, England, BR8 7AG; (7) GYM Offshore Two Limited, a company incorporated in England and Wales with registered number 7207084 whose registered office is at 5 White Oak Square, London Road, Swanley, England, BR8 7AG; and (8) GYM Offshore Three Limited, a company incorporated in England and Wales with registered number 7252984 whose registered office is at 5 White Oak Square, London Road, Swanley, England, BR8 7AG, and each of the successors and the transferees of the whole or part of their respective interests in the Existing Cables.

- 2.14 **"Representative"** and **"Site Representative"** shall have the meanings given in Clause 7.
- 2.15 **"Safety Zone"** shall have the meaning ascribed to it in Clause 3.2.
- 2.16 **"Survey Area"** shall have the meaning ascribed to it in Clause 3.9.
- 2.17 **"Third Schedule Work"** shall mean the activities referenced to in the Third Schedule hereto under the heading Construction Operation.
- 2.18 **"Transferee"** shall have the meaning ascribed to it in Clause 11.4.
- 2.19 **"Transferred Interest"** shall have the meaning ascribed to it in Clause 11.4.
- 2.20 **"Transferring Party"** shall have the meaning ascribed to it in Clause 11.4.
- 2.21 **"Wilful Misconduct"** shall mean an intentional and conscious, or reckless, disregard of a Party's obligations hereunder but shall not include any error of judgment or mistake made by any contractor, employee, agent or director of that Party in the exercise, in good faith, of any function, authority or discretion conferred upon that Party under this Agreement.

2A DISCLOSED AGENCY

- 2A.1 The Existing Cable Owner shall act as agent on behalf of the Participants in carrying out the obligations of the Existing Cable Owner pursuant to this Agreement.
- 2A.2 Unless expressly provided otherwise in this Agreement, the liability of the Participants to the Existing Cable Owner for the obligations and liabilities arising under or in connection with this Agreement shall be several and any such obligations and liabilities shall be attributed to each Participant in the proportions set out against their names in the Seventh Schedule.
- 2A.3 All of the rights granted to the Existing Cable Owner pursuant to this Agreement shall be deemed to be granted to the Participants, provided always that:
 - (a) any claims of the Participants or any of them arising against the Crossing Cable Owner under this Agreement; and
 - (b) any rights of the Participants or any of them, including but not limited to any rights of termination and/or assignment and/or suspension of this Agreement,

shall be conducted or exercised, as the case may be, by the Existing Cable Owner for and on behalf of the Participants.

3 SCOPE OF WORK AND PLANNING

- 3.1 In relation to any Laying Work to be carried out by or on behalf of the Crossing Cable Owner which is between a distance of five hundred metres (500m) and sixteen hundred metres (1600m) from the Existing Cables, the following provisions shall apply:-
- (a) such activity shall be carried out in accordance with plans, specifications and construction procedures (including but not limited to those set out in the First Schedule hereto) prepared by or on behalf of the Crossing Cable Owner.
 - (b) the Crossing Cable Owner shall advise and consult the Existing Cable Owner during the performance of all such activity and shall take into account any representations by the Existing Cable Owner especially with regards to any factor potentially affecting the safety of the Existing Cables.
 - (c) the Crossing Cable Owner shall advise and consult the Existing Cable Owner during the planning and preparation of all such activity and submit to the Existing Cable Owner all draft plans, specifications and procedures as are referred to in Clause 3.1(a) above in sufficient time for the Existing Cable Owner to consider them and the Crossing Cable Owner shall take into account any representation by the Existing Cable Owner relating to such matters.
- 3.2 In relation to the part of the Laying Work to be carried out within a distance of five hundred metres (500m) from the Existing Cables (the "**Safety Zone**") the following provisions shall apply:
- (a) such Laying Work shall be carried out only in accordance with plans, specifications and construction procedures (including but not limited to those set out in the First Schedule hereto) which have received the prior written approval of the Existing Cable Owner;
 - (b) any change in the said plans, specifications and construction procedures shall be effected only with the prior written approval of the Existing Cable Owner;
 - (c) no jack-up vessel, or vessel with towed or suspended equipment, or of draught greater than the water depth at lowest astronomical tide minus five (5) metres, associated with the Laying Work shall enter or cross the Safety Zone without the prior approval of the Site Representative. Approval will be granted unless the Site Representative shall believe, in good faith, that there is a risk of damage to the Existing Cables from the activities of the Crossing Cable Owner, its contractors or sub-contractors or any other persons connected with the Laying Work. The Crossing Cable Owner shall provide the Existing Cable Owner in advance with reasonable detail of the extent and timing of all such vessel movements.
 - (d) the Existing Cable Owner shall comply and shall ensure that its contractors and subcontractors comply with all directions and requirements of the Site Representative within the Safety Zone provided that these directions and requirements are not unreasonable.
- 3.3 During the carrying out of the Third Schedule Work the Crossing Cable Owner will procure the inspection of and the taking of good quality, continuous video recordings for immediate review by the Existing Cable Owner of both sides (or as otherwise agreed in writing) of the Existing Cables between locations each being five hundred metres (500m) beyond the zones of intersection of the Existing Cables with the expected anchor patterns of any spread or vessel involved in or supporting the Laying Work. In the event that the said video recordings taken prior to preparation of the Crossing indicate any difference in the state or location of the Existing Cables than that previously known to

the Crossing Cable Owner and previously advised to the Existing Cable Owner:

- (a) in relation to such activity as is referred to in Clause 3.1, if the difference is in the reasonable opinion of the Existing Cable Owner significant to the execution of the Laying Work, the Crossing Cable Owner shall, at the request of the Existing Cable Owner, amend any of the relevant plans, specifications and construction procedures referred to in the said Clause 3.1 and advise and consult the Existing Cable Owner concerning the amendments in accordance with that Clause 3.1;
 - (b) in relation to such Laying Work as is referred to in Clause 3.2, the Crossing Cable Owner shall amend the plans, specifications and construction procedures as required by the Existing Cable Owner in accordance with that Clause 3.2.
- 3.4 Any contractor used by the Crossing Cable Owner for the purpose of the Laying Work shall be suitably qualified and experienced in carrying out the type of work for which it is envisaged. The Crossing Cable Owner shall take and procure that its contractors 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 Existing Cables.
- 3.5 The Crossing Cable Owner shall at its expense provide transportation and reasonable facilities (as generally described in the Second Schedule hereto) for Existing Cable Owner personnel (being not more than two in total at any time, subject to availability of accommodation or space on the vessel(s)) to be present on construction and survey vessels during the carrying out of the Third Schedule Work and shall provide reasonable facilities (as generally described in the Second Schedule) for the purpose of monitoring the Third Schedule Work.
- 3.6 During the carrying out of items of the Third Schedule Work, the Crossing Cable Owner will procure the inspection of and the taking of good quality, continuous video recordings where practical for immediate review by the Existing Cable Owner of both sides of the Existing Cables between locations each being five hundred metres (500m) beyond the zones of intersection of the Existing Cable with the anchor patterns of any spread or vessel involved in or supporting the Laying Work. In the event of failure to comply with the plans, specifications and/or construction procedures referred to in Clauses 3.1 and 3.2, the Crossing Cable Owner shall undertake the appropriate remedial work if such failure represents a danger to the Existing Cables. To avoid undue equipment standby or re-mobilisation costs, the Existing Cable Owner will use reasonable endeavours to inform the Crossing Cable Owner of the need for such remedial work as soon as possible.
- 3.7 In every case in which the Existing Cable Owner exercises its rights under this Clause 3, it shall do so in a timely manner, on reasonable grounds and shall give reasons and explanations to the Crossing Cable Owner.
- 3.8 All directions, requests or communications to the Crossing Cable Owner's contractors in connection with the Third Schedule Work shall be made or given by the Crossing Cable Owner and not by the Existing Cable Owner, their Representative, Site Representative or their personnel subject to the proviso that an authorized Existing Cable Owner representative is present at all times.
- 3.9 As soon as reasonably practicable after completion of the Laying Work, the Crossing Cable Owner shall, at the sole expense of the Crossing Cable Owner, carry out or procure the carrying out of a survey of the Crossing to a distance of two hundred (200) metres each side of the Crossing (the "**Survey Area**") and shall provide the Existing Cable Owner (at the Crossing Cable Owner's expense) with a detailed survey report (including drawings) of the design, construction and installation of the Crossing Cable within the Survey Area, including a set of "composite as-built" drawings showing the co-ordinates, position and route of the Crossing Cable within the Survey Area as determined by the survey carried out by the Crossing Cable Owner after completion of

the Laying Work.

- 3.10 The Existing Cable Owner shall notify the Crossing Cable Owner in writing of its approval of or non-approval of the survey report referred to in Clause 3.9.
- 3.11 Following receipt of any written notification of non-approval of any survey report issued under Clause 3.9, the Crossing Cable Owner (at the sole expense of the Crossing Cable Owner) shall carry out or procure the carrying out of work to rectify the failure(s) identified by the Existing Cable Owner as a reason to refuse its approval of the survey report and so that the Laying Work complies with the approved plans, specifications and construction procedures. Such rectification work shall be carried out as soon as is practicable in accordance with Good Offshore Cable Practice and in doing so shall comply with all reasonable requirements of the Existing Cable Owner as to the mode of rectification. Following the completion of any rectification work in accordance with this Clause 3.11, the Crossing Cable Owner shall conduct a further survey of any such works in accordance with Clause 3.9 and the terms of Clause 3.9, Clause 3.10 and this Clause 3.11 shall continue to apply to (and following) and such further surveys.

4 ADDITIONAL WORK

- 4.1 In the event that either Party intends to carry out any Additional Work, the Party for whom or on whose behalf the Additional Work is undertaken shall notify the other Party at the earliest opportunity of their intention, and shall provide all reasonable information concerning the extent and timing of the activity. Subject to Clause 4.6, neither the Existing Cable Owner nor the Crossing Cable Owner shall carry out any Additional Work other than in accordance with Clause 4.6 without the prior consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 4.2 The Crossing Cable Owner shall at all times during the term of this Agreement, and at the Crossing Cable Owner's expense, maintain the Crossing in such a condition as to ensure that no damage results to the Existing Cables from the Crossing.
- 4.3 Save to the extent agreed by the Parties not to be necessary, the Party for whom or on whose behalf the Additional Work is undertaken shall carry out a survey of so much of the other Party's cable as may reasonably have been affected by such Additional Work and shall disclose and make freely available to the other Party a copy of such survey.
- 4.4 Any contractor used by either Party to carry out any Additional Work shall be suitably qualified and experienced in carrying out the type of work for which it is engaged. The Party carrying out such Additional Work shall take and shall procure that its contractors shall take all such measures as ought reasonably to be taken in accordance with Good Offshore Cable Practice to avoid risk to life and/or damage to the other Party's cable.
- 4.5 The provisions of Clause 3 shall apply *mutatis mutandis* to any Additional Work except that in respect of Clause 3, where the Existing Cable Owner is the Party undertaking Additional Work, any references to:
 - (a) "Crossing Cable Owner" shall be replaced by references to "Existing Cable Owner" and vice versa; and
 - (b) "Existing Cables" shall be replaced by references to "Crossing Cable" and vice versa.
- 4.6 Notwithstanding the provisions of Clause 4.5, where emergency or urgent Additional Work has to be carried out, the Party undertaking such Additional Work shall give the other Party as much written notice as is reasonably possible in light of the emergency or urgent before undertaking such Additional Work, which notice may be given verbally if required and followed up by email as soon as reasonably practicable.
- 4.7 In the event that either Party intends to carry out a non-intrusive survey or inspection of

the Existing Cables and/or the Crossing Cable within one thousand metres (1,000m) of the Crossing after the Laying Work Completion Date, the Party for whom or on whose behalf the non-intrusive survey or inspection is undertaken shall notify the other Party at the earliest opportunity of their intention, and shall provide all reasonable information concerning the extent and timing of the activity.

5 LIABILITY AND INDEMNITY

- 5.1 For the purposes of the releases and indemnities given in favour of the Existing Cable Owner under this Clause 5, the Existing Cable Owner shall mean Gwynt Y Môr Offshore Wind Farm Limited (as disclosed agents for the Participants), , its Affiliates, and all of the officers, directors, employees, agents, contractors and sub-contractors of any tier of any of the aforementioned entities (but shall not include any individual or entity listed in Clause 5.2).
- 5.2 For the purposes of the releases and indemnities given in favour of the Crossing Cable Owner under this Clause 5, the Crossing Cable Owner shall mean Liverpool Bay CCS Limited, its Affiliates, and all of the officers, directors, employees, agents, contractors and subcontractors of any tier of any of the aforementioned entities (but shall not include any individual or entity listed in Clause 5.1).
- 5.3 The Crossing Cable Owner and the Existing Cable Owner each agree to indemnify and hold the other harmless from and against any liability for injury to, or sickness or death of their or the Party's respective employees, or the employees of their respective contractors or subcontractors of any tier, arising out of or in any way connected with the Laying Work (including any surveys) and/or any Additional Work, regardless of the cause thereof or reason therefore and regardless of the negligence, other than Wilful Misconduct, of the other.
- 5.4 (a) The Crossing Cable Owner agrees to indemnify the Existing Cable Owner for loss of or damage to, including removal of wreck or debris from or of, the Existing Cable arising out of or any way connected with the Laying Work and/or Additional Work caused by the Crossing Cable Owner and/or its contractors or subcontractors of any tier and regardless of the negligence, other than Wilful Misconduct, of the Existing Cable Owner or its contractors or subcontractors of any tier;
(b) The Crossing Cable Owner agrees to indemnify the Existing Cable Owner for loss of use of the Existing Cables, loss of profit, business interruption or any other consequential loss of a similar nature of the Existing Cable Owner arising from the Laying Work of the Crossing Cables unless caused by the Wilful Misconduct of the Existing Cable Owner.
- 5.5 Subject to Clause 5.17, the total liability of the Crossing Cable Owner under or in connection with this Agreement shall be limited to twenty-five million pounds sterling (£25,000,000) per occurrence.
- 5.6 Subject to Clause 5.17, the total liability of the Existing Cable Owner under or in connection with this Agreement shall be limited to twenty-five million pounds sterling (£25,000,000) per occurrence.
- 5.7 Except as provided in Clause 5.4, the Crossing Cable Owner and the Existing Cable Owner each agree to indemnify and hold the other harmless from and against any liability for loss of or damage to their, their respective co-venturers' or their respective contractors' or sub-contractors' property arising out of or in any way connected with the Laying Work and/or any Additional Work regardless of the cause thereof or reason therefore and regardless of the negligence, other than Wilful Misconduct, of the other Party.
- 5.8 The Crossing Cable Owner agrees to indemnify and hold the Existing Cable Owner

harmless from and against any third party liability arising from the activities of the Crossing Cable Owner, its contractors or subcontractors of any tier directly or solely relating to the Laying Work and/or any Additional Work except to the extent that such liability arises directly from the Existing Cable Owner's Wilful Misconduct in which event the Existing Cable Owner shall be liable to the Crossing Cable Owner in respect of and to the extent of such liability.

- 5.9 Except as provided in Clause 5.4, the Existing Cable Owner agrees to indemnify and hold the Crossing Cable Owner harmless from and against any liability for loss of use of the Existing Cables, loss of profit, business interruption or any other consequential loss of a similar nature of the Existing Cable Owner arising from the Laying Work, existence, operation, inspection, maintenance or repair of the Crossing Cable unless caused by the Wilful Misconduct of the Crossing Cable Owner.
- 5.10 The Crossing Cable Owner agrees to indemnify and hold the Existing Cable Owner harmless from and against any liability for loss of use, loss of profit, business interruption or any other consequential loss of a similar nature of the Crossing Cable Owner arising from the activities of the Existing Cable Owner in relation to the operation, inspection, maintenance or repair of the Existing Cables unless caused by the Wilful Misconduct of the Existing Cable Owner.
- 5.11 If either Party receives a claim under this Clause 5 for which it claims the benefit of an indemnity from the other Party, it will promptly inform the other Party of such claim and invite it to take over the conduct and defence of such claim.
- 5.12 Unless otherwise specified in this Agreement, each Party shall be liable for its own costs of supervising its respective obligations under this Agreement.
- 5.13 Both the Crossing Cable Owner and the Existing Cable Owner agree to waive any rights of marine limitation to which they may be entitled and which would otherwise limit or negate the terms of this agreement.
- 5.14 For the avoidance of doubt nothing in this Clause 5 shall be deemed or interpreted so as to deny to any individual (or his or her personal representatives or administrators) the full right to claim (in respect of any sickness or injury or death, as applicable) against a party receiving the benefit of the indemnities hereunder where such party shall have caused such sickness or injury or death. These indemnities shall only operate so as to transfer between the parties hereto the consequences of such a claim.
- 5.15 The Crossing Cable Owner agrees to indemnify and hold harmless the Existing Cable Owner against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) for pollution (including any obligation pursuant to OPOL, to the extent applicable) relating to or arising from the Crossing Cable, caused by or arising out of the Laying Work and/or Additional Work carried out by or on behalf of the Crossing Cable Owner irrespective of negligence or breach of duty (whether statutory or otherwise) of any indemnified Party or party, but not to the extent that any such loss or damage is attributable to the Willful Misconduct of the Existing Cable Owner.
- 5.16 The Existing Cable Owner agrees to indemnify and hold harmless the Crossing Cable Owner against any and all demands, claims, liabilities, damages (whether in contract or in tort), expenses and costs (including reasonable legal costs) for pollution (including any obligation pursuant to OPOL, to the extent applicable) relating to or arising from the Existing Cable, caused by or arising out of any Additional Work carried out by or on behalf of the Existing Cable Owner irrespective of negligence or breach of duty (whether statutory or otherwise) of the Crossing Cable Owner, but not to the extent that any such loss or damage is attributable to the Willful Misconduct of the Crossing Cable Owner.
- 5.17 Clauses 5.5 and 5.6 shall not apply to:

- (a) loss or damage arising out of or in connection with loss or damage for which liability cannot be limited or excluded by law; or
- (b) any breach of or non-compliance with the confidentiality obligations under this Agreement.

6 INSURANCE

- 6.1 The Crossing Cable Owner shall maintain third party liability insurance subject to current international market practice and standards and shall contain all the normal terms, conditions, exclusions and endorsements that are customarily available in the European insurance market at reasonable commercial rates. The Crossing Cable Owner undertakes that its policies of insurance shall contain a waiver of subrogation rights which reflect the indemnities set out in this Agreement and Clause 5.
- 6.2 The Existing Cable Owner shall maintain third party liability insurance subject to current international market practice and standards and shall contain all the normal terms, conditions, exclusions and endorsements that are customarily available in the European insurance market at reasonable commercial rates. The Existing Cable Owner undertakes that its policies of insurance shall contain a waiver of subrogation rights which reflect the indemnities set out in this Agreement and Clause 5.

7 REPRESENTATIVES

- 7.1 For the purposes of the Agreement, the Existing Cable Owner and the Crossing Cable Owner shall each designate a Representative and an alternative who will have full authority of the Representative in the event of the absence or indisposition of the Representative. The Representative of each Party shall nominate a Site Representative who, for the purposes of this Agreement, shall have authority to act in the name of the relevant Party's Representative. The Representative shall have the authority to act for and on behalf of the Existing Cable Owner or the Crossing Cable Owner (as the case may be) in all matters connected with the performance of the Laying Work and/or Additional Work. Subject to Clause 3.5, where the Laying Work and/or Additional Work is being carried out by the Crossing Cable Owner, the Site Representative shall be located on the cable lay vessel or other relevant vessel referred to in the Third Schedule and shall have full and free access at all times to all activities related to the Laying Work and/or Additional Work. In this event, such additional representatives shall report to the Site Representative. Each Party shall afford the Representative and Site Representative acting on behalf of the other Party and such additional representatives their full co-operation in the execution of their respective duties under this Agreement.
- 7.2 Failure of the Existing Cable Owner's Representative or Site Representative to call to the Crossing Cable Owner's attention any particulars in which the Laying Work and/or Additional Work does not comply with the terms of this Agreement shall in no way relieve the Crossing Cable Owner of any of their obligations and liabilities under this Agreement.
- 7.3 The Site Representative shall be empowered to issue and cancel stop orders to suspend any or all parts of the Laying Work and/or Additional Work. In recognition of the seriousness of such action, the Existing Cable Owner hereby agrees that the Site Representative nominated by the Existing Cable Owner's Representative shall have the discretion to terminate or suspend the Laying Work and/or Additional Work only if he shall believe, in good faith, that there is an imminent risk of damage to the Existing Cables from the activities of the Crossing Cable Owner, its contractors or sub-contractors or any other persons connected with the Laying Work and/or Additional Work. In all other cases the Crossing Cable Owner shall provide (or shall procure that its contractor shall provide) as much information about the daily operations as far in advance as possible in writing to the Existing Cable Owner, in such detail as shall ensure

that any decision to suspend or terminate shall be made on-shore by the Representative based on full knowledge of the proposed arrangements and in circumstances which will minimise the inconvenience and delay to the Crossing Cable Owner and its contractors.

- 7.4 Any stop order issued or cancelled by the Site Representative or Representative shall be confirmed promptly in writing by the Site Representative or Representative as the case may be. In the event that such a stop order is issued, the Crossing Cable Owner shall take immediate steps, acceptable to the Representative and Site Representative to remedy such activity as caused the issue of the stop order. The stop order will be lifted on receipt of confirmation that such activity has been remedied. Any costs resulting from the issue of a stop order shall be the responsibility of the Crossing Cable Owner.
- 7.5 Without prejudice to the provisions of Clause 5 it is expressly agreed that the Representative designated by the Existing Cable Owner and Site Representative nominated by the Existing Cable Owner's Representative have no other responsibility than to look after the interests of the Existing Cable Owner in the Existing Cables. All other matters including but not limited to the safety of personnel, vessels and lay vessels shall be the responsibility of the Crossing Cable Owner.
- 7.6 The Existing Cable Owner shall exercise reasonable endeavours to ensure that the Site Representative nominated by the Existing Cable Owner's Representative is available for transport to the cable lay vessel prior to the departure of the vessel. In the event that for reasons of Force Majeure the Site Representative is not on board the Crossing Cable Owner's cable lay vessel (despite making reasonable efforts to do so) when such vessel or any other in the Crossing Cable Owner's installation spread is within the Safety Zone, the Existing Cable Owner will make reasonable efforts to provide an alternate. In the event of the failure of such reasonable efforts the Crossing Cable Owner shall immediately suspend the Laying Work until the Site Representative nominated by the Existing Cable Owner's Representative is on board the Crossing Cable Owner's cable lay vessel and has been informed as to the present status of activities relating to the Crossing.
- 7.7 Any charges for the provision of the Site Representative, irrespective of whether such Site Representative is an Existing Cable Owner employee shall be for the account of the Crossing Cable Owner. Such charges shall include any reasonable mobilisation/demobilisation costs of the Site Representative to/from the Crossing Cable Owner's lay vessel.
- 7.8 If the Existing Cable Owner carries out any Additional Work, the provisions of this Clause 7 shall apply *mutatis mutandis*.

8 FORCE MAJEURE

- 8.1 Without prejudice to the provisions of Clause 5 (Liability and Indemnity) of this Agreement, neither the Existing Cable Owner nor the Crossing Cable Owner shall be liable for any failure to fulfil their respective obligations or any of them hereunder, if, and to the extent, such failure is due to circumstances beyond the reasonable control of the Party so affected, 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 Good Offshore Cable Practice) ("**Force Majeure**"). Notwithstanding the foregoing, a lack of funds and strikes, lock outs or other industrial action or trade disputes involving employees, agents or sub-contractors of either Party shall not constitute "Force Majeure".
- 8.2 If any person is so affected by Force Majeure, the affected person shall issue a notice stating the circumstances of Force Majeure to the other person without delay and with diligence furnish such information as is available appertaining to the cause or event and give an estimate of the period of time required to remedy the failure.

- 8.3 If the Crossing Cable Owner is so affected by Force Majeure whilst any of its cable lay installation spread is within the Safety Zone, the Crossing Cable Owner shall ensure that all reasonable steps are taken to ensure the protection of the Existing Cables within the Safety Zone from damage and shall immediately notify the Existing Cable Owner of steps taken. The Existing Cable Owner shall have the right to require the Crossing Cable Owner to implement such additional protection measures as the Existing Cable Owner may deem reasonably necessary.

9 INFORMATION AND CONFIDENTIALITY

- 9.1 The Existing Cable Owner does not warrant the accuracy of any data or information supplied by the Existing Cable Owner to the Crossing Cable Owner to assist the Crossing Cable Owner in the performance of the Laying Work and/or the Additional Work. The Crossing Cable Owner shall have the sole responsibility for determining the accuracy of any such data or information and accept sole responsibility for reliance thereon.
- 9.2 Subject to Clause 9.3, each Party undertakes that during the continuance of this Agreement and during a period of five years after its termination, they will respectively procure that all reasonable means shall be used by them and their employees to keep confidential and not to use nor disclose to any third party any technical information or operating data obtained from the Existing Cable Owner or the Crossing Cable Owner (as applicable) in connection with the Crossing or Existing Cable Owner or Crossing Cable Owner (as applicable) related business operations (hereinafter referred to as "**Information**").
- 9.3 Clause 9.2 shall not apply to Information that is:
- (a) in the public domain at the time of its disclosure by the disclosing Party or which subsequently enters into the public domain except by way of a breach of this Agreement;
 - (b) lawfully known to the receiving Party at the time of its disclosure by the disclosing Party and is not subject to any other obligations of confidentiality;
 - (c) lawfully disclosed to the receiving Party by a third party that does not owe any obligations of confidentiality to the receiving Party;
 - (d) replicated by development independently carried out by or for the receiving Party by an employee or other person without access to or knowledge of the Information;
 - (e) required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction or rules and regulations of any stock exchange applicable to the disclosing Party;
 - (f) disclosed to: (i) any Affiliate of either Party; (ii) any professional advisor or contractor of either Party (or any Affiliate of either Party) who requires the Information for the purposes of carrying out the Laying Work and/or any Additional Work; (iii) any bona fide purchase of all or any party of the shares in the disclosing Party; (iv) any bona fide purchaser of all or any part of the disclosing Party's interest in the Crossing Cable or the Existing Cables (or both, as the case may be); (v) any person involved in such purchase, including any advisers, insurers, consultants, banks, rating agencies or financial institutions; and (vi) a bank or financial institution to the extent required in relation to the financing of the receiving Party's business activities, provided that the disclosing Party procures that any person to whom Information is disclosed pursuant to this Clause 9.3(f) keeps such Information confidential .

10 RECIPROCAL AGREEMENT

- 10.1 In the event that the Existing Cable Owner, or any joint venture or consortium in which the Existing Cable Owner has an interest, wishes to decommission and/or remove the Existing Cables, then the Crossing Cable Owner hereby agrees to permit such decommissioning under an agreement, the terms and conditions of which shall be the same as the terms and conditions of this Agreement *mutatis mutandis* with the exception of the Schedules hereto to be negotiated, as applicable for each event.
- 10.2 In the event that the Crossing Cable Owner, or any joint venture or consortium in which the Crossing Cable Owner has an interest, wishes to decommission and/or remove the Crossing Cable then the Existing Cable Owner agrees to permit such decommissioning under an agreement, the terms and conditions of which shall be the same as the terms and conditions of this Agreement *mutatis mutandis* with the exception of the Schedules hereto to be negotiated, as applicable for each event.

11 ASSIGNMENT AND NOVATION

- 11.1 The Crossing Cable Owner may assign its rights and obligations under this Agreement or any part thereof to any of its Affiliates without the consent of the Existing Cable Owner or to any other person with the Existing Cable Owner's consent, such consent not to be unreasonably withheld.
- 11.2 The Existing Cable Owner (on behalf of itself and as agent for the Participants) may assign its respective rights under this Agreement or any part thereof to (i) any of its Affiliates and (ii) any bank or financial institution by way of security (including any security trustee or agent acting on their behalf), without the consent of the Crossing Cable Owner and to assign its rights and obligations under this Agreement or any part thereof to any other party with the Crossing Cable Owner's consent, such consent not to be unreasonably withheld.
- 11.3 The Crossing Cable Owner and the Existing Cable Owner (on behalf of itself and as agent for the Participants) will execute any further documentation required to give effect to any assignment under this Clause 11.
- 11.4 If either the Crossing Cable Owner or any Participant (the "**Transferring Party**") transfers all or part of its right, title and interest in the Crossing Cable or the Existing Cable (the "**Transferred Interest**") as applicable to any other person (the "**Transferee**"), then:
- (a) in the case of any transfer of all or part of any right, title and interest in the Crossing Cable by the Crossing Cable Owner; or
 - (b) if (in the case of any transfer of all or part of any right, title and interest in the Existing Cable by a Participant) that Transferee is not another Participant,

then (i) such Transferring Party shall ensure that the Transferee contemporaneously with such transfer enters into a novation, in a form approved by the Parties, such approval not to be unreasonably withheld, conditioned or delayed, accepting and assuming all of the rights and obligations of the Transferring Party under this Agreement in respect of the Transferred Interest and (ii) upon execution of the novation, the Transferee shall accordingly have the benefit of the same rights and be subject to the same obligations under this Agreement previously held by the Transferring Party to the extent of the Transferred Interest. All costs and expenses pertaining to any such novation shall be the responsibility of the Transferring Party.

If the Transferee is another Participant then immediately upon completion of such transfer the rights and obligations of the Transferring Party under this Agreement in respect of the Transferred Interest shall transfer to such Participant.

12 TERM

- 12.1 This Agreement shall come into effect on the date first above written and shall continue in force until the complete removal of the Existing Cables in the vicinity of the Crossing or the complete removal of the Crossing and the Crossing Cable in the vicinity of the Crossing, whichever is the earlier, provided that notwithstanding any such termination, the obligations of the Parties pursuant to Clauses 5, 9.2 and 9.3 shall survive termination and furthermore, that such termination shall be without prejudice to the rights and liabilities of the Parties accrued before the date of such termination.

13 WAIVER

- 13.1 No term or condition of this Agreement shall be considered to be waived by the Existing Cable Owner or the Crossing Cable Owner unless, and to the extent, such waiver is given in writing and authorised by the Existing Cable Owner or the Crossing Cable Owner (as the case may be).

14 AMENDMENT

- 14.1 This Agreement may not be renewed, extended, amended or otherwise modified except by an instrument in writing executed by both Parties.

15 GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement shall be construed in accordance with and governed by English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

16 HEADING AND TERMS

- 16.1 Headings used throughout this Agreement are for convenience only and shall not affect the construction or validity of this Agreement. Unless necessarily required by the context in which they are found references in this Agreement to the singular include a reference to the plural and vice versa and references to any gender include a reference to all other genders.

17 NOTICES

- 17.1 All notices required hereunder shall be in writing and sent by mail, email or personal delivery to:

If to the Existing Cable Owner:

Gwynt Y Mor Offshore Wind Farm Limited
Windmill Hill Business Park Whitehill Way Swindon SNS 6PB
 Gwynt Y Mor General Manager

And copied to:

The Company Secretary

Email: company.secretariat@rwe.com

If to the Crossing Cable Owner:

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



and copied to:

Head of Legal

Email: notices.lbccs@eni.com

18 SEVERANCE

- 18.1 If any provision (or part of it) of, or pursuant to, this Agreement is or becomes unlawful, void or unenforceable, the legality, validity or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

19 ENTIRE AGREEMENT

- 19.1 This Agreement represents the entire agreement between the Parties in relation to the subject matter hereof and supersedes any previous agreement or understanding between the Parties in relation to all or any such matters. Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Clause 19, however, shall operate to limit or exclude any liability for fraud.

20 COUNTERPARTS

- 20.1 This Agreement may be executed in counterpart, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

21 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 21.1 Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it provided that this Clause 21 shall not affect any right or action of a person to whom the Agreement is lawfully assigned.

IN WITNESS WHEREOF the hands of the duly authorised representative of the parties hereto have executed this Agreement as of the day and year first above written.

For and on behalf of **Liverpool Bay CCS Limited**

Signed:

Name:

Position: Managing Director

For and on behalf of **the Participants** by their duly authorised attorney **Gwynt y Môr Offshore Wind Farm Limited**

Signed:

Name:

Position: General Manager, Gwynt y Môr Offshore Windfarm

FIRST SCHEDULE

PLANS, SPECIFICATIONS AND CONSTRUCTION PROCEDURES

The plans, specification and construction procedures to be provided by the Crossing Cable Owner to the Existing Cable Owner under Clause 3 of the Agreement shall be in reasonable detail and shall include but not be limited to those listed below.

1. Installation Spread

Details shall be provided of the Cable Lay installation vessel spread, such spread to include:

- Lay vessel
- Trenching vessels/Equipment/Plough Anchor handling vessel(s) (if required)
Support vessel(s) (if required)
- Underwater inspection support (RCV/ROV etc)

The details shall include, vessel general description, mooring system, lay capacity, tensioning system, abandon/recovery system, diving systems and equipment, RCV system, navigation equipment, dynamic positioning system, communication equipment, helideck spec/rating/ certification, and full cable installation vessel details.

2. Crossing Preparation

- Location of the Crossings
- Design clearance between the Existing Cable and the Crossing Cable
- Design of ramping/ bridging/protection - dimensions, tolerances, etc.
- Procedure for pre-preparation inspection of the Existing Cable
- Procedure for installation of seabed components to prepare crossing point
- Procedure for accurate control of cable lay over crossings
- Procedure for post-preparation inspection of the Existing Cable

3. Crossings Execution

- General laying procedures
- Removal of debris and pollution clean-up Navigation
- Cable as-laid tolerance Instrumentation
- Charts etc. on board vessel
- Suspension of laying operations
- Cable route
- Procedure for accurate control of position of the cable lay at the Crossings within predetermined tolerances
- Procedure for adjustment of position of the Crossings

4. Post Crossings

- Procedure for installation of cover concrete mattresses Procedure for post-crossings completion inspection

5. Survey Specification

- Cable lay vessel survey equipment, survey personnel and survey performance

specification.

- Survey support vessel survey equipment, survey personnel and survey performance
 - Anchor handling vessels survey equipment, survey personnel and survey performance specifications
 - Description of equipment
 - RCV/Submersible(s) type, survey equipment, positioning system
6. Cable lay vessel Anchor Patterns
- Fully informative drawings and charts of proposed cable lay vessel movements (including anchor patterns if applicable) in vicinity of the Crossings
7. Anchoring Procedures
- Anchoring arrangements
 - Anchor
 - Anchor cables Pennant Wires Anchor Buoys
 - Special anchor handling procedure in the vicinity of crossing points
 - Safeguard for the Existing Cable
 - Anchor crossings of Existing Cable
 - Anchor cable monitoring

SECOND SCHEDULE

EXISTING CABLE OWNER REPRESENTATIVES ACCOMMODATION AND WORKING FACILITIES

The accommodation facilities on board the vessels mentioned in the First Schedule shall include readily available and accessible living and sleeping quarters, facilities for messing, recreation and communication of a high standard at least equal to that of similar facilities for Crossing Cable Owner supervisory personnel.

Working facilities shall include areas, material and equipment readily available and accessible to Existing Cable Owner personnel for:-

1. Inspection of plans, charts, drawings, specifications, procedures, survey data, results and reports, underwater photographs and video recording;
2. Discussion and communication with Crossing Cable Owner personnel (in private as appropriate);
3. The direct observation of operations in pursuit, support and control of the Laying Work;
4. Efficient radio, telex and facsimile and voice communications systems for contacting any vessels involved in the work;
5. Copying documents, charts, plans, drawings, video records and photographs;
6. Suitable daily weather forecast.

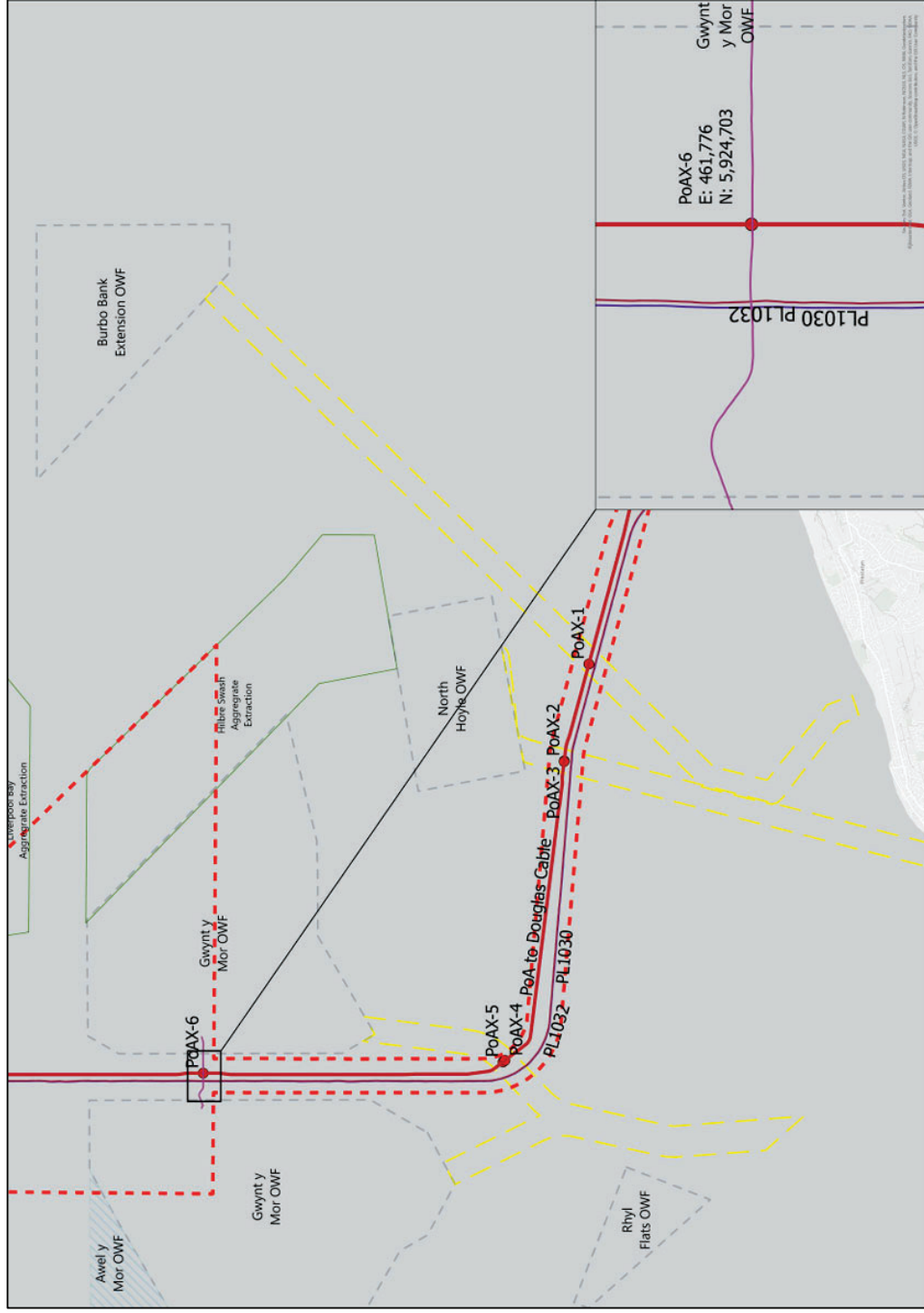
THIRD SCHEDULE

CONSTRUCTION OPERATIONS AND LOCATION OF EIXSTING CABLE OWNER STAFF
ON CONSTRUCTION AND SURVEY VESSELS DURING PREPARATION AND
EXECUTION OF THE LAYING WORK

<u>Location of Offshore Representative</u>	<u>Construction Operations</u>
N/A	Pre-lay grapnel runs
Construction Support Vessel (Zwerver V or similar)	As-found Survey (at Crossing Point area)
	Boulder clearance
	Installation of support and protection mattresses
Construction Support Vessel (NDeavor or similar)	Pre-trenching
Cable Lay Vessel (NDurance or similar)	Simultaneous lay and burial of Crossing Cable
Rock Dump Vessel	Rock dumping over Crossing Point
	As-built Survey

FOURTH SCHEDULE

INDICATIVE CABLE CROSSING LOCATIONS



FIFTH SCHEDULE

CONSTRUCTION PROGRAMME

Baseline schedule installation works around the Gwynt-y-Mor Array Cable crossing (weather dependent, P50):

Operation		Approx. period
1	Pre-Lay Grapnel Run (multicat, outside exclusion zone, pulling away)	April 2026
2	Pre-lay mattress installation (on top of the GYM array cable) & boulder relocation (outside exclusion zone)	April 2026
3	Pre-trenching (TSV NDeavor with CBT2400 trencher)	April 2026
4	Cable simultaneous lay and burial (CLV NDurance with HD3 plough)	August 2026
5	Rock Installation (FPIV, across the trenching exclusion zone)	September 2026

Regular schedule updates will follow as installation approaches and the Existing Cable Owner will be included in the 5-day lookahead from approx. 2 week before each crossing activity.

SIXTH SCHEDULE

ANCHORING PROCEDURES FOR VESSELS OPERATING NEAR CABLES AND INSTALLATIONS OPERATED BY THE EXISTING CABLE OWNER

As described by:

10562701DUPJ8086N Crossing Method Statement – Gwynt-y-Mor Wind Farm Array Cable
Revision 2

SEVENTH SCHEDULE

Liability of Participants

COMPANY NAME	PROPORTION
UK Green Investment GYM Participant Limited	10%
RWE Renewables GYM 2 Limited	10%
RWE Renewables GYM 3 Limited	10%
RWE Renewables GYM 4 Limited	30%
GYM Renewables One Limited	10%
GYM Offshore One Limited	15%
GYM Offshore Two Limited	10%
GYM Offshore Three Limited	5%