IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Def	end	lan	ts
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HEARING BUNDLE INDEX

1	Index	2
2	Claim Form and Schedule	3
3	Particulars of Claim	6
4	Fawley Plan	
	Hythe Plan	
	Avonmouth Plan	
	Birmingham Plan Purfleet Plan	
	West London Plan	
	Hartland Park Plan	
	Alton Compound Plan	20
5	Application Notice	28
6	Draft Order	32
7	First Witness Statement of Stuart Wortley	40
8	SSW1 - Esso corporate documents	49
9	SSW2 - Fawley Refinery, Petrochemical Complex and Hythe Terminal Title	71
10	SSW3 - Avonmouth Terminal Title	119
11	SSW4 - Birmingham Terminal Title	178
12	SSW5 - Purfleet Terminal Title	199
13	SSW6 - West London Terminal Title	229
14	SSW7 - Hartland Park Title	249
15	SSW8 - Alton Compound Title	297
16	SSW9 – West London Terminal Protest incident	303
17	First Witness Statement of Anthony Milne	308
18	AM1 - XR strategy document 2022	330
19	AM2 - Just Stop Oil web pages	378
20	AM3 - 1 April 2022 - Media articles	399
21	AM4 - 1 April 2022 - photos of Birmingham incident	437
22	AM4A - 1 April 2022 – photos of West London incident	444
23	AM5 - 1 April 2022 - photos of Hythe incident	449
24	AM6 - 2 April 2022 - photos of Purfleet incident	454
25	AM6A – 3 April 2022 – photos of Birmingham incident	460
26	AM7 - August 2021 - photos of Hythe incident	475
27	AM8 - October 2021 - photos of Fawley incident	494
28	AM9 - December 2021 - photos of Alton incident	543
29	AM10 - February 2022 - photos of QEP incident	558
30	AM11 - February 2022 - photos of Hartland Park incident	568
31	AM12 - Media coverage of ultimatum delivered to parliament	571
32	AM13 - Letter from XR to Prime Minister dated 08.03.22	576
33	AM14 - Daily Mail Article 09.03.22	579
34	AM15 - Draft Warning Notice	582



In the High Court of Queen's Bench Div	
Fee Account no.	PBA 0087211
Help with Fees – Ref no. (if applicable)	H W F

You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

	For court use only
Claim no.	
Issue date	

Claimants names and addresses including postcode

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED both of Ermyn House, Ermyn Way, Leatherhead, Surrey KT22 8UX



Defendants names and addresses including postcode

Persons Unknown as further described in the attached schedule

Brief details of claim

Claim for injunctions as further described in the Particulars of Claim

Value

You must indicate your preferred County Court Hearing Centre for hearings here (see notes for guidance)

Defendant's name and address for service including postcode Amount claimed

Court fee

Legal representative's costs

Total amount

For further details of the courts www.gov.uk/find-court-tribunal.

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

	Claim No.		
Does, or will, your claim include any issues under the Human Rights Act	1998? 🖂	Yes	□ No
Particulars of Claim			
See attached			

Statement of Truth

brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.				
I believe that the facts stated in this particulars of claim are true.				
The Claimant believes that the facts stated in this particulars of claim are true. I am authorised by the claimant to sign this statement.				
Signature				
Claimant				
Litigation friend (where judgment creditor is a child or a patient)				
Claimant's legal representative (as defined by CPR 2.3(1))				
Date				
Day Month Year April 2022				
Full name				
Stuart Sherbrooke Wortley				
Name of claimant's legal representative's firm				
Eversheds Sutherland (International) LLP				
If signing on behalf of firm or company give position or office held				

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street
One Wood Street
Second line of address
Town or city
London
County (optional)
Postcode E C 2 V 7 W S
If applicable
Phone number
020 7919 4500
Fax phone number
DX number
Your Ref.
SSW.066758.010081
Email
stuartwortley@eversheds-sutherland.com

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter

RIDER TO CLAIM FORM

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
 - (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED AND GREEN ON THE 'FAWLEY PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE 'HYTHE PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)
 - (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE 'AVONMOUTH PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)
 - (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE 'BIRMINGHAM PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)
 - (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED AND GREEN ON THE 'PURFLEET PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)
 - (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE 'WEST LONDON PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE 'HARTLAND PARK PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)
 - (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE "ALTON COMPOUND PLAN" ATTACHED TO THE PARTICULARS OF CLAIM
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

QUEEN'S BENCH DIVISION

BETWEEN:

(1) ESSO PETEROEUM COMPANY, LIMITED (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ARE ENTERING OR REMAINING (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON THE FOLLOWING SITES ("THE SITES"):
 - (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL COMPLEX , MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED AND GREEN ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
 - (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
 - (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
 - (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED AND GREEN ON THE ATTACHED 'PURFLEET PLAN'')
 - (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED REF ON THE ATTACHED 'HARTLAND PARK PLAN')
 - (H) ALTON COMPLOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED 'ALTON COMPOUND PLAN')
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

PARTICULARS OF CLAIM

The Sites

- 1.1 The land and property to which this Claim relates ("the Sites") are as follows:
 - 1.1 The Fawley Petrochemical Complex
 - 1.1.1 This site is at Marsh Lane, Southampton SO45 1TH ("the Fawley Petrochemical Complex).
 - 1.1.2 The Fawley Petrochemical Complex comprises an oil refinery ("the Fawley Oil Refinery"), a chemical plant ("the Chemical Plant) and a jetty ("the Fawley Jetty").
 - 1.1.3 The Fawley Oil Refinery is the largest oil refinery in the UK and provides 20% of UK refinery capacity.
 - 1.1.4 The Chemical Plant has a capacity of 800,000 tonnes per year, is highly integrated with the operations of the Fawley Oil Refinery and produces key components for a multitude of finished products manufactured in the UK or elsewhere in Europe.
 - 1.1.5 The Fawley Oil Refinery and the Chemical Plant comprise part of the freehold land registered under title number HP5287836.
 - 1.1.6 The Chemical Plant is also the subject of the unregistered leasehold interest created by a Lease dated 28 August 1975 for a term of 99 years from 1 January 1971.
 - 1.1.7 The Fawley Jetty is the subject of a registered leasehold title under title number HP528740 comprising 4 Leases each expiring on 5 July 2049 and dated 14 March 29151, 17 January 2961, 16 April 1956 and 2 December 1968.
 - 1.1.8 The First Claimant's freehold land is shown edged red, the First Claimant's leasehold interest in the Fawley Jetty is shown edged green and the Second Claimant's leasehold land is shown edged purple on the plan attached to these Particulars of Claim marked "Fawley Plan".

1.2 The Hythe Terminal

- 1.2.1 This site is at New Road, Hardley S045 3NR ("the Hythe Terminal").
- 1.2.2 The Hythe Terminal is located close to the Fawley Petrochemical Complex and is an oil terminal which primarily serves the south and west of England.
- 1.2.3 The Hythe Terminal comprises a part of the freehold land registered under title number HP5287836.
- 1.2.4 The First Claimant's freehold land is shown edged red on the plan attached to these Particulars of Claim marked "Hythe Plan".

1.3 The Avonmouth Terminal

- 1.3.1 This site is at St Andrew's Road, Bristol BS11 9BN ("the Avonmouth Terminal").
- 1.3.2 The Avonmouth Terminal is an oil terminal which primarily serves the southwest of England.
- 1.3.3 The Avonmouth Terminal comprises the leasehold interest registered under title number BL105954 created by a Lease dated 22 January 2008 for a term of 15 years from 2 January 2007, which is currently the subject of a statutory continuation tenancy under Part II of the Landlord and Tenant Act 1954.
- 1.3.4 The First Claimant's leasehold land is shown edged red on the plan attached to these Particulars of Claim marked "Avonmouth Plan".

1.4 The Birmingham Terminal

1.4.1 This site is at Tyburn Road, Birmingham B24 8HJ ("the Birmingham Terminal").

- 1.4.2 This Birmingham Terminal is an oil terminal which primarily serves the Midlands.
- 1.4.3 The Birmingham Terminal is the subject of two registered freehold titles, namely WK118802 and WK66930 and unregistered freehold land.
- 1.4.4 The First Claimant's freehold land is shown edged red on the plan attached to these Particulars of Claim marked "Birmingham Plan".

1.5 The Purfleet Terminal

- 1.5.1 This site is at London Road, Purfleet, RM19 1RS ("the Purfleet Terminal").
- 1.5.2 The Purfleet Terminal comprises a terminal and also a jetty "the Purfleet Jetty".
- 1.5.3 The Purfleet terminal is an oil terminal which primarily serves London and southeast England.
- 1.5.4 That part of the Purfleet Terminal which comprises just the terminal is the subject of two registered freehold titles, namely EX869151 and EX869958, although part of EX869958 has now been sold to Purfleet Real Estate Limited (albeit the sale has not yet been registered).
- 1.5.5 The title to the Purfleet Jetty is unregistered but the First Claimant has occupied this jetty for around 100 years.
- 1.5.6 The First Claimant's freehold land (omitting that part of EX869958 which has been sold) is shown edged red and the First Claimant's unregistered interest in the Purfleet Jetty is shown edged green on the plan attached to these Particulars of Claim marked "Purfleet Plan".

1.6 The West London Terminal

1.6.1 This site is at Bedfont Road, Stanwell, Middlesex TW19 7LZ ("the West London Terminal").

- 1.6.2 The West London Terminal serves a wide range of customers in southern and central England and supplies aviation fuel to Heathrow Airport.
- 1.6.3 The West London Terminal is the subject of five freehold registered title, namely MX232530, MX442259, MX440505, MX219704 and SY346160.
- 1.6.4 The First Claimant's freehold land is shown edged red on the plan attached to these Particulars of Claim marked "West London Plan".

1.7 The Hartland Park Logistics Hub

- 1.7.1 This site is at Ively Road, Farnborough ("the Hartland Park Logistics Hub").
- 1.7.2 This site comprises a temporary logistics hub which comprises project offices, welfare facilities and car parking for staff and contractors together with storage of construction plant materials, machinery and equipment in connection with the construction of a replacement fuel pipeline between the Petrochemical Complex and the West London Terminal.
- 1.7.3 The Hartland Park Logistics Hub is the subject of an unregistered leasehold interest created by a Lease dated 2 September 2021 made between SHE Manger Limited and SHE Nominee Limited and the First Claimant for a term commencing on 6 September 2021 and 30 September 2024.
- 1.7.4 The First Claimant's leasehold land is shown edged red on the plan attached to these Particulars of Claim marked "Hartland Park Plan".

1.8 The Alton Compound

1.8.1 This site is at the A31, Holybourne ("the Alton Compound").

- 1.8.2 This site is a pumping station and another compound used in connection with the construction of the pipeline referred to in Paragraph 1.7.2 above.
- 1.8.3 The Alton Compound is the subject of a freehold title, namely SH30798.
- 1.8.4 The First Claimant's freehold land is shown edged red on the plan attached to these Particulars of Claim marked "Alton Compound Plan".

The Interests of the Claimants in the Sites

- 2. The interests of the Claimants in respect of each of these Sites are as follows:
 - 2.1 The Fawley Petrochemical Complex
 - 2.1.1 The First Claimant is the freehold owner of the Fawley Oil Refinery and the Chemical Plant, being the registered freehold proprietor in respect of Title No HP5287836.
 - 2.1.2 The Second Claimant is the lessee of the Chemical Plant under the Lease dated 28 August 1975 referred to in Paragraph 1.6.1 above.
 - 2.1.3 The First Claimant is the registered lessee of the Fawley Jetty, being the registered proprietor in respect of Title Number HP528740.

2.2 The Hythe Terminal

2.2.1 The First Claimant is the freehold owner of the Hythe Terminal, being the registered freehold proprietor in respect of Title No HP5287836.

2.3 The Avonmouth Terminal

- 2.3.1 The First Claimant is the registered lessee of the Avonmouth Terminal, as the registered leasehold proprietor in respect of Title No BL105954.
- 2.4 The Birmingham Terminal

2.4.1 The First Claimant is the freehold owner of the Birmingham Terminal, being the registered proprietor in respect of Title Numbers WK118802 and WK66930 and the unregistered title referred to in Paragraph 1.4.3 above.

2.5 The Purfleet Terminal

2.5.1 The First Claimant is the freehold owner of the Purfleet Terminal, being the registered freehold proprietor in respect of Title Numbers EX869151 and EX869958, save for that part of EX869958 which has now been sold.

2.6 The West London Terminal

2.6.1 The First Claimant is the freehold owner of the West London Terminal, being the registered freehold proprietor in respect of title numbers MX232530, MX442259, MX440505, MX219704 and SY346160.

2.7 Hartland Park Logistics Hub

2.7.1 The First Claimant is the lessee of the Hartland Park Logistics Hub, being the lessee under the Lease referred to in Paragraph 1.7.3 above.

2.8 The Alton Compound

- 2.8.1 The First Claimant is the freehold owner of the Alton Compound, being the registered freehold proprietor in respect of title number SH30798.
- 3. The First Claimant is also the owner or lessee (as the case may be) of such of the airspace over these sites as is necessary for the use of these sites. The Second Claimant is the lessee over such of the airspace over the Fawley Chemical Plan as is necessary for the use of that site.

The Campaigns

- 4. There are three campaigns in respect of which there has now been direct action affecting some of the Sites and from whom further direct action is apprehended:
 - 4.1 'Extinction Rebellion' is an established protest campaign, which promotes the use of civil disobedience with a view to influencing government policy.
 - 4.2 'Just Stop Oil' is newer protest campaign, the target of which is to end the use of fossil fuels in the UK.
 - 4.3 The 'Just Stop Oil' campaign also incorporates 'Youth Climate Swarm', which is specifically for 'Just Stop Oil' activists under the age of 30, the target again being to end the use of fossil fuels in the UK.

The Acts of Nuisance and Trespass

- 5. On 1 to 3 April 2022 the following acts of trespass and/or nuisance occurred in relation to the following Sites:
 - 5.1 On 1 April 2022, at around 4am approximately 20 protestors blocked the entrance to the Birmingham Terminal, blocking vehicular access and preventing customers from collecting fuel in vehicle tankers. One protestor glued himself to the path outside the Birmingham Terminal.
 - 5.2 On 1 April 2022, at around 4am approximately 20 protestors blocked the entrance to the West London Terminal by attaching barriers to the vehicular entrance gates and customers were prevented from collecting fuel in vehicle tankers. Protestors also erected tripods immediately outside the access gate, thereby blocking it. One of the protestors cut a hole in the access fence and scaled one of the fuel storage tanks.
 - 5.3 On 1 April 2022, at around 5am, 7 protestors blocked the access to the Hythe Terminal and customers were unable to gain access.

- 5.4 On 1 April 2022, at around 6.30am, 20 protestors blocked the access road to the Purfleet Terminal and prevented customers from accessing. 6 protestors climbed on to a truck making a delivery to the site.
- 5.5 On 2 April 2022, at around 9:30am, approximately 20 protestors blocked the entrance and exist to the Purfleet Terminal. A number of protestors locked themselves onto the access gates.
- 5.6 On 3 April 2022, at around 5am, approximately 20 protestors blocked the access to the Birmingham Terminal. Some protestors also climbed onto a Sainsbury's fuel truck. Another protestor cut through the security fence, and scaled one of the fuel storage tanks in order to display a banner.
- 5.7 On 4 April 2022, at around 4.30 am, approximately 20 protestors blocked the access to the West London Terminal.
- 6. Both 'Extinction Rebellion' and 'Just Stop Oil' have claimed involvement in the protest activities of 1 and 2 April 2022 and there is a threat of further acts of trespass and/or nuisance in connection with these campaigns. In particular:
 - 6.1 In relation to the 'Just Stop Oil' campaign, the website for this campaign has stated that in "March and April 2022, 100s of people all round the country will be taking action to force the Government to take action against the fossil fuel industry" and reference is made to the following phases of activity:

"March onwards

Phase 1 In March 2022 teams will block the oil networks to demand that the government Just Stop Oil. They will block oil refineries, storage units, and adjacent motorways.

Phase 2A Teams will block petrol stations in the South-East. Many people will do sit-ins, sitting on the ground in the forecourt. Others will do tankersurfing and spray paint filling points.

Phase 2B High stakes resistance against oil"

6.2 In relation to 'Extinction Rebellion', their website has referred to the "Next UK Rebellion" and indicated that in April 2022 they proposed "one aligned action plan, rather than having a scattergun approach across several different targets, in order to have the most impact".

The Relief Sought

- 7.1 The Claimants apprehend that, unless restrained by the Court, there will be further acts of trespass and/or nuisance of the type referred to above.
- 7.2 Accordingly, by reason of the facts and matters set out above, the First Claimant seeks:
 - 7.2.1 an order that the First Defendants must not:
 - (a) enter or remain upon any part of the Sites;
 - (b) damage any part of any of the Sites;
 - (c) affix themselves or any person or object to any part of any of the Sites;
 - (d) erect any structures on any part of any of the Sites.
 - 7.2.2 an order that the Third Defendants must not obstruct any of the vehicular entrances or exits to any of the Sites so as to restrict or prevent or endanger the use of such entrances or exits for the Claimants, their contractors, servants, agents, employees or licensees.
- 7.3 Further, by reason of the facts and matters set out above, the Second Claimant claims an order that the Second Defendants must not:
 - 7.3.1 enter or remain upon any part of the Chemical Plant;
 - 7.3.2 damage any part of the Chemical Plant;
 - 7.3.3 affix themselves or any person or object at the Chemical Plant;
 - 7.3.4 erect any structures on any part of the Chemical Plant.

AND THE FIRST CLAIMANT CLAIMS

- (1) An order that until 4 April 2024 the First Defendants must not:
 - 1.1 enter or remain upon any part of the First Claimant's properties ("the Sites") at:
 - (1) the Oil Refinery and Jetty at the Petrochemical Complex, Marsh Lane, Southampton SO45 1TH (as shown edged red and green on the attached 'Fawley Plan').
 - (2) Hythe Terminal, New Road, Handley, SO45 3NR (as shown edged red on the attached 'Hythe Plan').
 - (3) Avonmouth Terminal, St Andrews Road, Bristol BS11 9BN (as shown edged red on the attached 'Avonmouth Plan').
 - (4) Birmingham Terminal, Tyburn Road, Birmingham B24 8HJ (as shown edged red on the attached 'Birmingham Plan').
 - (5) Purfleet Terminal, London Road, Purfleet, Essex RM19 1RS (as shown edged red and green on the attached 'Purfleet Plan').
 - (6) West London Terminal, Bedfont Road, Stanwell, Middlesex TW19 7LZ(as shown edged red on the attached 'West London Plan').
 - (7) Hartland Park Logistics Hub, Ively Road, Farnborough (as shown edged red on the attached 'Hartland Park Plan').
 - (8) Alton Compound, Pumping Station, A31, Holybourne (as shown eded red on the attached 'Alton Compound Plan')
 - 1.2 damage any part of any of the Sites;
 - 1.3 affix themselves or any person or object to any part of any of the Sites;
 - 1.4 erect any structures on any part of any of the Sites.
 - (2) An order that until 4 April 2024 the Third Defendants must not obstruct any of the vehicular entrances or exits to any of the Sites so as to restrict or prevent or endanger

the use of such entrances or exits for the Claimants, their contractors, servants, agents, employees or licensees.

AND THE SECOND CLAIMANT CLAIMS

- (2) An order that until 4 April 2024 the Second Defendants must not:
 - 2.1 enter or remain upon any part of the Second Claimant's property at the Chemical Plant, Marsh Lane, Southampton SO45 1TH ("the Chemical Plant") (as shown edged purple on the attached 'Fawley Plan');
 - 2.2 damage any part of the Chemical Plant;
 - 2.3 affix themselves or any person or object at the Chemical Plant;
 - 2.4 erect any structures on any part of the Chemical Plant.

KATHARINE HOLLAND QC

YAASER VANDERMAN

STATEMENT OF TRUTH

The Claimant believes that the facts stated in these particulars of claim are true. The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised by the Claimant to sign this statement.

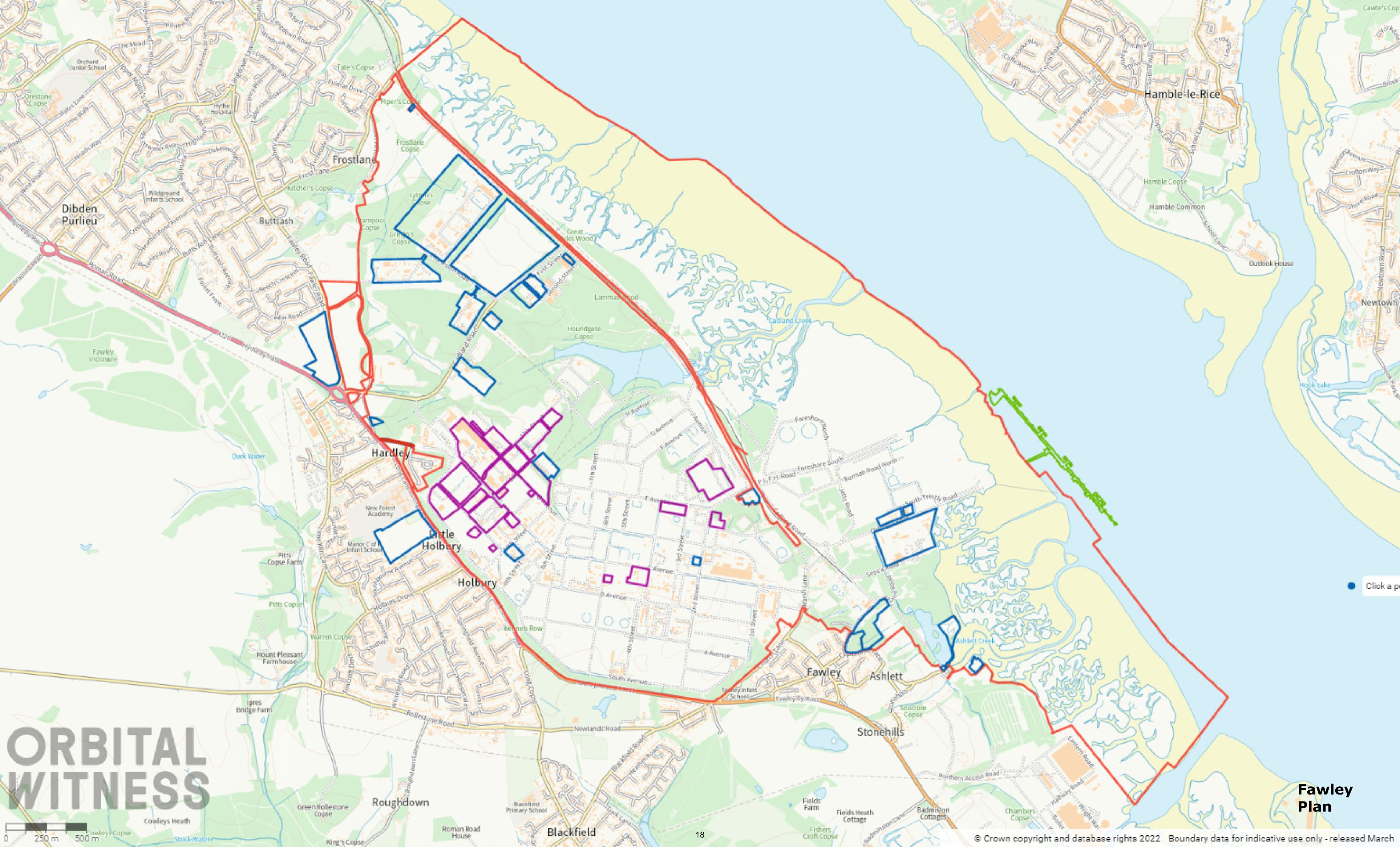
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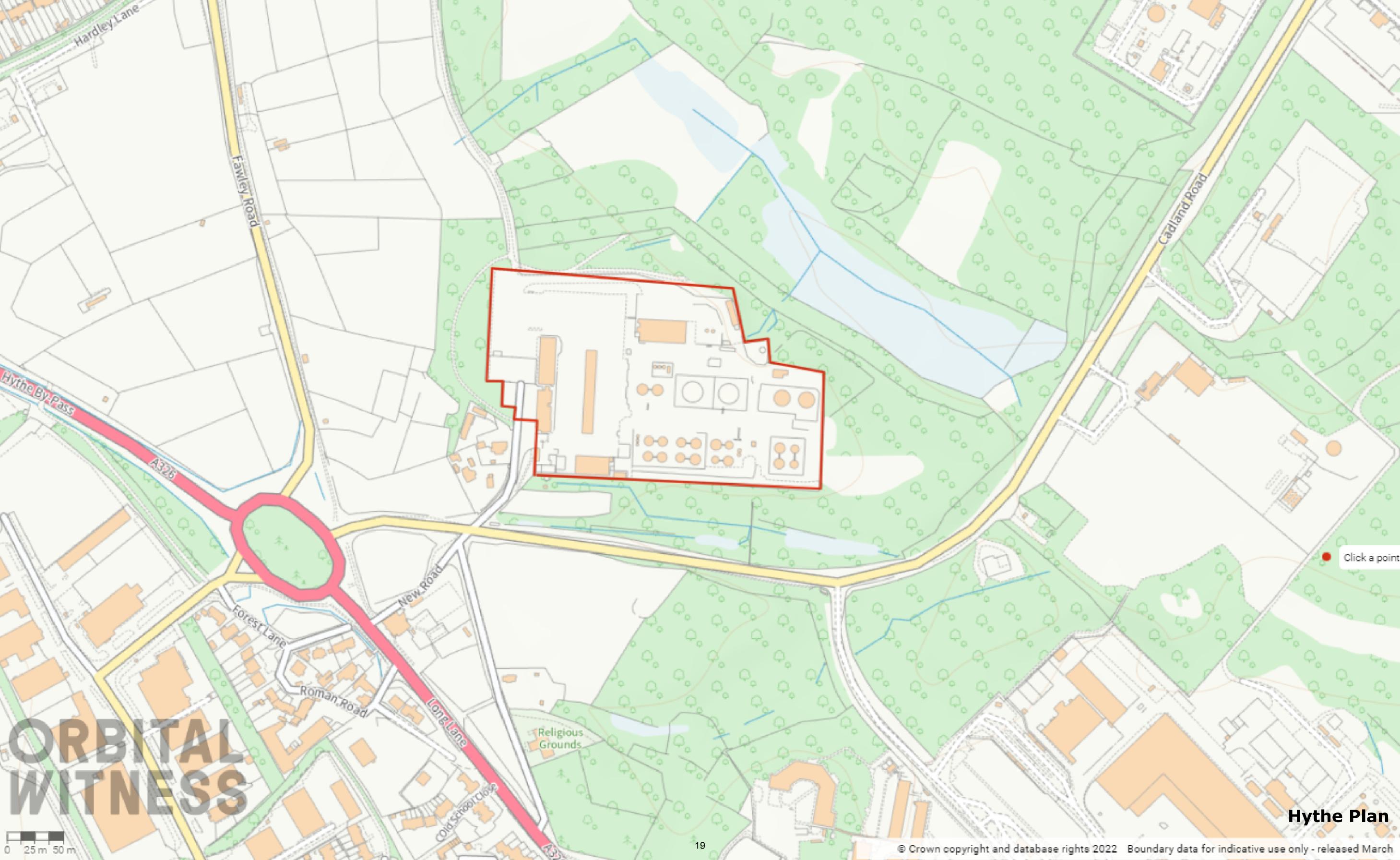
Stuart Sherbrooke Wortley

Partner

Eversheds Sutherland (International) LLP

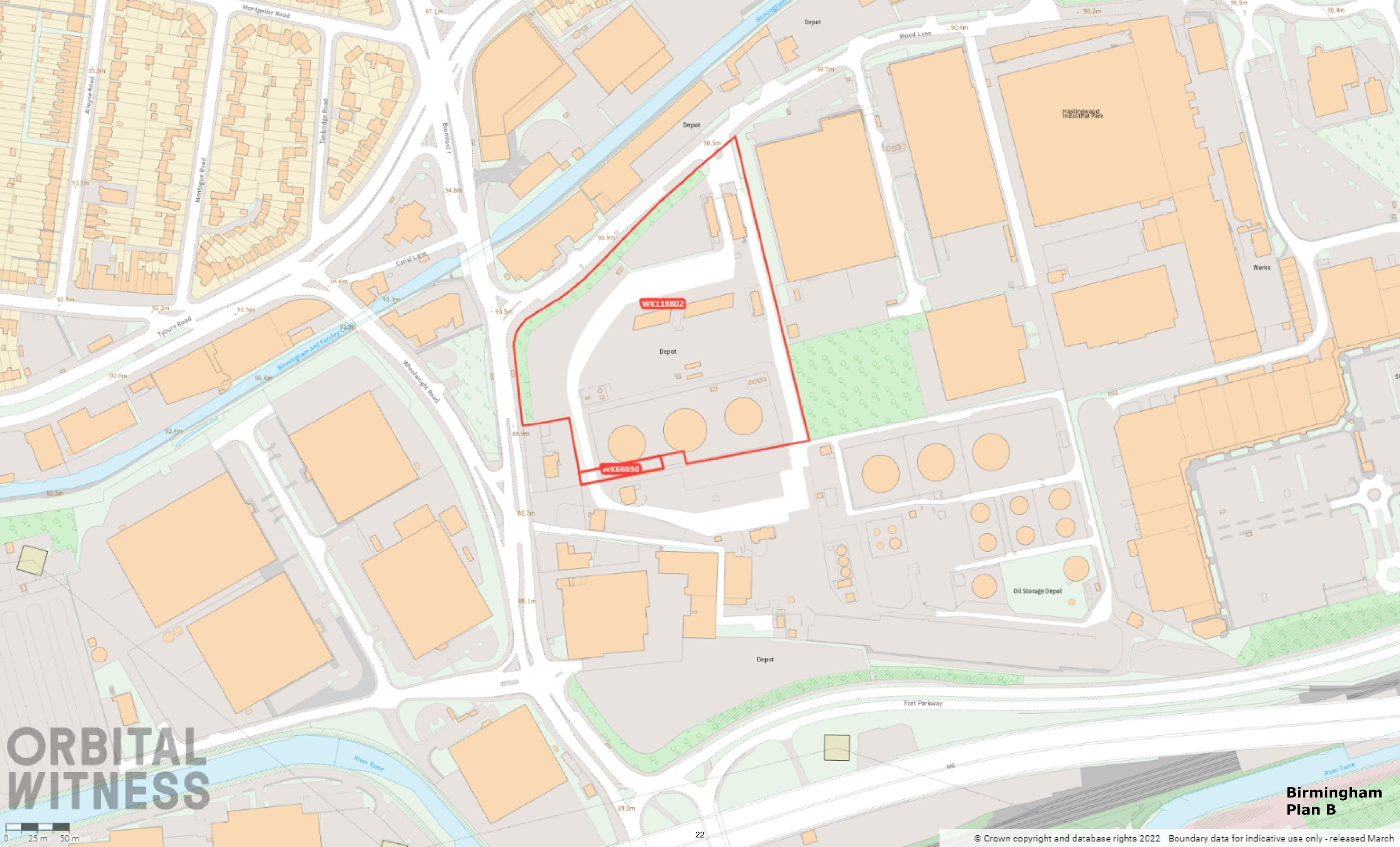
Claimant's solicitor





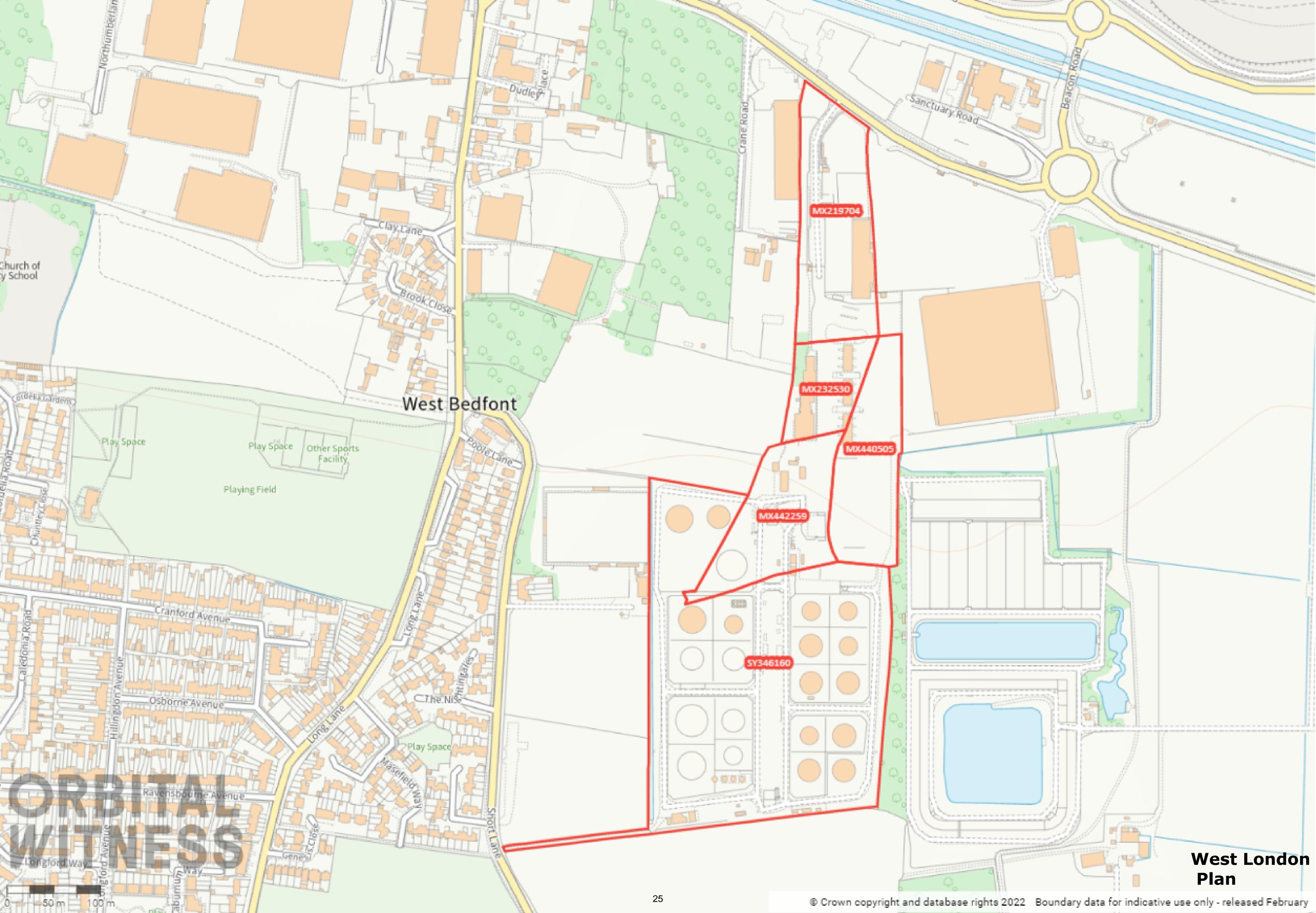


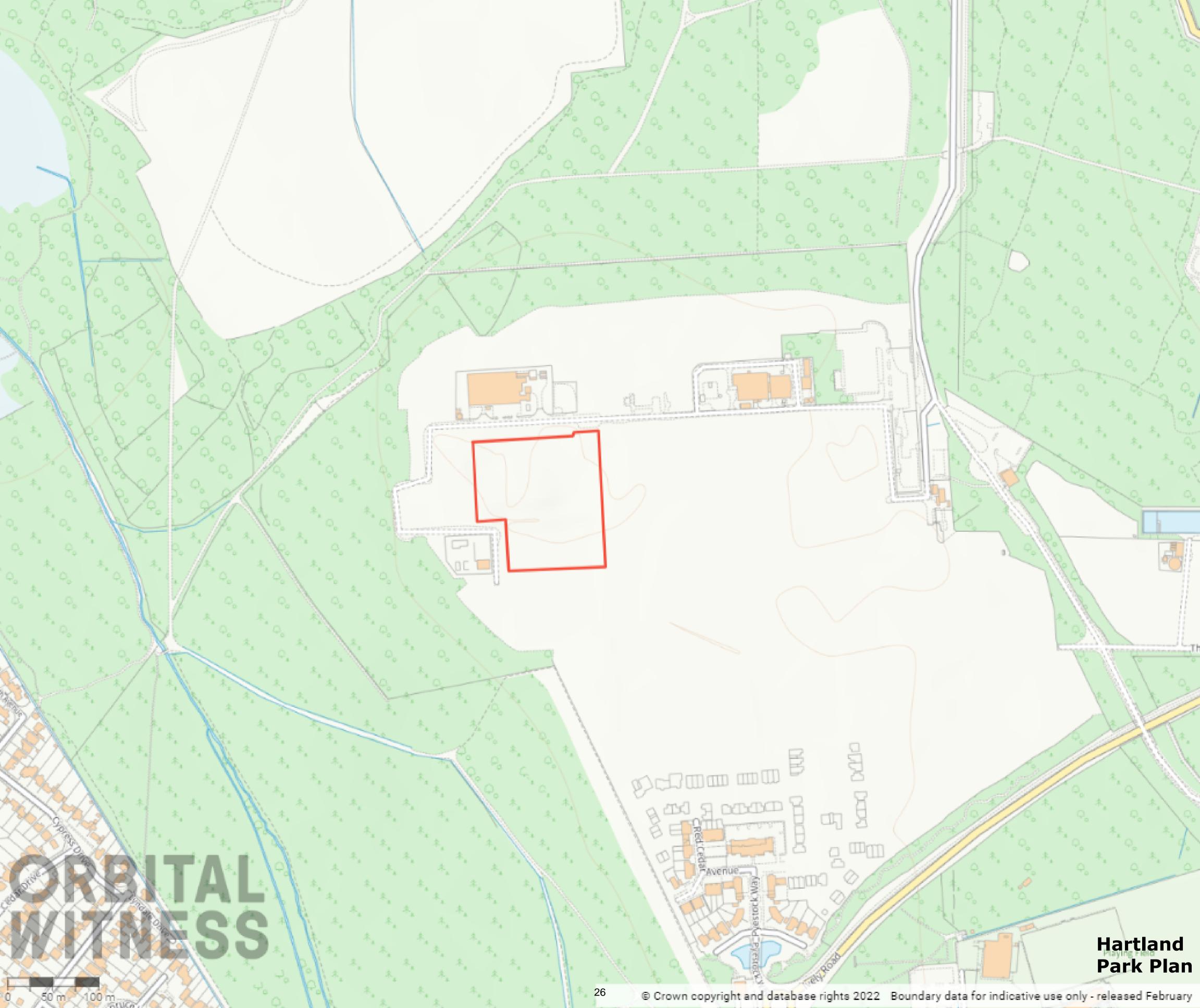














Application notice

claimant or defendant) of any party named in question 9.

	pplication notice	Name of court High Court of Justice Royal Courts of Justice Queen's Bench Division					Claim no.				
	help in completing this form please read the es for guidance form N244Notes.		e account no. oplicable)		Help with Fees – Ref. no. (if applicable)						1 1
Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter		PBA0087211 Warrant no. (if applicable) Claimant's name (including ref.) (1) ESSO PETROLEUM COMPANY, LIMITED (2) EXXONMOBIL CHEMICAL LIMITED Defendant's name (including ref.) PERSONS UNKNOWN									
		Date		4 Ap	oril 2	2022					
1. What is your name or, if you are a legal representative, the name of your firm? Eversheds Sutherland (International) LLP 2. Are you a Claimant Defendant Legal Representative Other (please specify) If you are a legal representative whom do you represent? Claimants 3. What order are you asking the court to make and why? An order for an injunction to restrain trespass and nuisance											
4.	Have you attached a draft of the order you are apply	ring for?	∑ Yes]	No					
5.	How do you want to have this application dealt with?)	at a hearing at a telephone	hearir	_	witho	out a	hea	ring		
6.	How long do you think the hearing will last?		2 Hours			Minu	ites				
	Is this time estimate agreed by all parties?		Yes			No					
7.	Give details of any fixed trial date or period										
8.	What level of Judge does your hearing need?		High Court Judge								
9.	Who should be served with this application?		No-one								
9a.	Please give the service address, (other than details	of the									

10. What information will you be relying on, in support of your application?
the attached witness statement
the statement of case
the evidence set out in the box below
If necessary, please continue on a separate sheet.
Statement of Truth I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.
I believe that the facts stated in section 10 (and any continuation sheets) are true.
The Applicant believes that the facts stated in section 10 (and any continuation sheets) are true. I am authorised by the applicant to sign this statement.
Signature
Sun
Applicant
Litigation friend (where applicant is a child or a Protected Party)
Applicant's legal representative (as defined by CPR 2.3(1))
Date
Day Month Year April 2022
Full name
Stuart Sherbrooke Wortley
Name of applicant's legal representative's firm
Eversheds Sutherland (International) Limited
If signing on behalf of firm or company give position or office held
Dortner

Building and street
One Wood Street
Second line of address
Town or city
LONDON
County (optional)
Postcode
E C 2 V 7 W S
If applicable
Phone number
020 7919 0969
Fax number
DX number
Your Ref.
Stuart Wortley
Email
SSW.066758.010081

Applicant's address to which documents should be sent.

OUEEN'S BENCH DIVISION

Mr(s) Justice [...]

4 April 2022

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
 - (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED AND GREEN ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
 - (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
 - (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
 - (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED AND GREEN ON THE ATATCHED 'PURFLEET PLAN')
 - (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
 - (H) ALTON COMPOUND, PUMPING STATION, A31, HOLLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED 'ALTON COMPOUND PLAN')
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

	Defendants
ORDER	

PENAL NOTICE

IF YOU, THE DEFENDANTS, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR ANY OF THEM TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANT

This Order prohibits you from doing certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible.

If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or your assets seized.

You have the right to apply to the court to vary or discharge this order (which is explained below).

RECITALS

UPON the hearing of the Claimants' Application dated 4 April 2022

AND UPON HEARING Leading Counsel and Junior Counsel for the Claimants

AND UPON READING the Witness Statement of Stuart Sherbrooke Wortley dated 4 April 2022 and Anthony Milne dated 3 April 2022

AND UPON the Claimants giving and the Court accepting the undertakings to the Court set out in Schedule 2 to this Order

AND UPON the Claimants confirming that this Order is not intended to prohibit any lawful protest outside any of the sites referred to in this Order which does not obstruct any of the vehicular entrances or exits or restrict or prevent or endanger the use of such entrances or exits

IT IS ORDERED THAT:

THE INJUNCTIONS

- 1. Until trial or further order the First Defendants must not:
 - 1.1 enter or remain upon any part of the First Claimant's properties ("the Sites") at:
 - (1) the Oil Refinery and Jetty at the Petrochemical Complex, Marsh Lane, Southampton SO45 1TH (as shown edged red and green on the attached 'Fawley Plan').
 - (2) Hythe Terminal, New Road, Handley, SO45 3NR (as shown edged red on the attached 'Hythe Plan').
 - (3) Avonmouth Terminal, St Andrews Road, Bristol BS11 9BN (as shown edged red on the attached 'Avonmouth Plan').
 - (4) Birmingham Terminal, Tyburn Road, Birmingham B24 8HJ (as shown edged red on the attached 'Birmingham Plan').
 - (5) Purfleet Terminal, London Road, Purfleet, Essex RM19 1RS (as shown edged red on the attached 'Purfleet Plan').
 - (6) West London Terminal, Bedfont Road, Stanwell, Middlesex TW19 7LZ (as shown edged red and green on the attached 'West London Plan').
 - (7) Hartland Park Logistics Hub, Ively Road, Farnborough (as shown edged red on the attached 'Hartland Park Plan').
 - (8) Alton Compound, Pumping Station, A31, Hollybourne (as shown eded red on the attached 'Alton Compound Plan')
 - 1.2 damage any part of any of the Sites;
 - 1.3 affix themselves or any person or object to any part of any of the Sites;
 - 1.4 erect any structures on any part of any of the Sites.

- 2. Until trial or further order the Second Defendants must not:
 - 2.1 enter or remain upon any part of the Second Claimant's property at the Chemical Plant, Marsh Lane, Southampton SO45 1TH ("the Chemical Plant") (as shown edged purple on the attached 'Fawley Plan').
 - 2.2 damage any part of the Chemical Plant;
 - 2.3 affix themselves or any person or object at the Chemical Plant;
 - 2.4 erect any structures on any part of the Chemical Plant.
- 3. Until trial or further order the Third Defendants must not obstruct any of the vehicular entrances or exits to any of the Sites so as to restrict or prevent or endanger the use of such entrances or exits for the Claimants, their contractors, servants, agents, employees or licensees.

VARIATION OR DISCHARGE OF THIS ORDER

- 4. The Defendants may apply to vary or discharge this Order at any time upon giving not less than 4 hours' notice to the Claimant's solicitors, Eversheds Sutherland (International) LLP, by emailing exxonmobil.service@eversheds-sutherland.com;
- 5. Any person applying to vary or discharge this Order must provide their full name and address, an address for service and must also apply to be joined as a named defendant to the proceedings at the same time.
- 6. The Claimants have liberty to apply to extend or vary this Order or to seek further directions.

THE RETURN DATE

7. The return date hearing will be fixed for [....] April 2022.

INTERPRETATION OF THIS ORDER

8. A Defendant who is ordered not to do something must not do it him/herself/themselves or in any other way. He/she/they must not do it through another acting on his/her/their behalf or on his/her/their instructions or with his/her/their encouragement.

SERVICE OF THIS ORDER

- 9. Pursuant to CPR 6.15 and 6.27 and 81.4(2)(c) and (d), service of this Order and the Court documents comprising the Claim Form, the Particulars of Claim, Response Pack, the Application Notice dated 4 April 2022, the Witness Statement of Stuart Sherbrooke Wortley dated 4 April 2022, the Witness Statement of Anthony Milne dated 3 April 2022, an Application Notice in respect of the return date hearing ("the Court documents") shall be effected as follows:
 - 9.1 fixing copies thereof in clear transparent sealed envelopes at a minimum number of 2 locations on the perimeter of each of the Sites together with a notice which states (a) that copies of the Order and the Court documents may be obtained from the Claimants' solicitors, Eversheds Sutherland (International) LLP, One Wood Street, London EC2V 7WS (Ref: Stuart Wortley tel: 020 7919 0969) email:exxonmobil.service@eversheds-sutherland.com and (b) that copies of the Order and the Court documents may be viewed at the website referred to in Paragraph 9.2 of this Order;
 - 9.2 posting the Order and the Court documents on the following website: https://www.exxonmobil.co.uk/Company/Overview/UK-operations; and
 - 9.3 fixing copies of large warning notices around the perimeters of the Sites explaining:
 - (a) the existence and nature of this Order
 - (b) the existence of the proceedings
 - (c) the potential consequences of breaching the Order
 - (d) the address at which copies of the proceedings can be obtained

- (e) details of the website at which the injunction can be viewed.
- 9.4 sending an email to each of the following email addresses with the information that copies of the Order and the Court documents may be viewed at the website referred to in Paragraph 9.2 of this Order:
 - (a) xr-legal@riseup.net
 - (b) juststopoil@protonmail.co.uk
- 10. Pursuant to CPR 6.15(3) and 6.27, this Order shall be deemed to be served on the latest date on which each of the methods of service referred to in Paragraph 9 above has been completed, such date to be verified by the completion of a certificate of service.
- 11. Pursuant to CPR 6.15, the steps identified in Paragraph 9 of this Order shall stand as good service of the Order and the Court documents.
- 12. The Court will provide sealed copies of this Order for service to the Claimants' solicitors, whose details are set out in Paragraph 9.1 of this Order.
- 13. Pursuant to CPR 6.15(4), the period for service of any acknowledgement of service, admission or defence shall be 56 days.

COSTS

14. Costs reserved.

COMMUNICATIONS WITH THE COURT

- 15. All communications to the Court about this Order should be sent to:
 - Queen's Bench Division, Royal Courts of Justice, Strand WC2A 2LL
 - The office are open between 10.00am and 4.30pm Monday to Friday (except Bank Holidays)
 - The telephone number is 020 7947 6000
 - The email address is qbjudgeslistingoffice@justice.gov.uk

SCHEDULE 1

The Judge read the following Witness Statements before making this Order:

- (1) First Witness Statement of Stuart Sherbrooke Wortley dated 4 April 2022 together with the exhibits marked "SSW1" "SSW9".
- (2) First Witness Statement of Anthony Milne dated 3 April 2022 together with the exhibits marked "AM1" "AM15".

SCHEDULE 2

Undertakings given to the Court by the Claimants and each of them

- (1) To issue and serve an Application Notice for the return date hearing on [...]
- (2) To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain which the Court considers ought to be paid.

SCHEDULE 3

Plans

- 1. Fawley Plan
- 2. Hythe Plan
- 3. Avonmouth Plan
- 4. Birmingham Plan
- 5. Purfleet Plan
- 6. West London Plan
- 7. Hartland Park Plan
- 8. Alton Compound Plan

Party: Claimants
Name: S Wortley
Number: First

Exhibits: "SSW1" - "SSW9"

Date: 04.04.22

CLAIM NO QB-2022-

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
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 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
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 - (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
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 - (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

WITNESS STATEMENT

OF

STUART SHERBROOKE WORTLEY

I, STUART SHERBROOKE WORTLEY of One Wood Street, London EC2V 7WS WILL SAY as follows:-

- 1. I am a partner of Eversheds Sutherland (International) LLP and have conduct of these proceedings on behalf of the Claimants.
- 2. The facts contained in this witness statement are within my own knowledge and are true to the best of my knowledge information and belief. The information I have provided concerning the Claimants' property interests is based on:-
 - 2.1 my consideration of the registered titles at HM Land Registry;
 - 2.2 copies of leases provided to me by the First Claimant; and
 - the attached documents entitled "Esso Wholesale Fuels" and "ExxonMobil in the UK Factsheet" which are now produced to me marked "SSW1".
- 3. I make this witness statement in support of the Claimants' application for an injunction to restrain the Defendants from trespassing at the following properties:-
 - 3.1 the Esso oil refinery and chemical plant at Fawley on Southampton Water (the "Petrochemical Complex");
 - 3.2 the Esso fuel terminals at:-
 - (a) Avonmouth near Bristol;
 - (b) Birmingham;
 - (c) Hythe near Southampton;
 - (d) Purfleet, London;
 - (e) West London; and
 - 3.3 2 Esso facilities which serve the Southampton to London Pipeline which is currently under construction namely the Hartland Park Logistics Hub and the

Alton Compound both of which serve the Southampton to London Pipeline which is currently under construction.

4. In respect of each of the sites referred to in paragraph 3, my firm has produced a plan which shows the extent of the First Claimants' property ownership.

Petrochemical Complex and Hythe Terminal

- The "Esso Wholesale Fuels" document at "SSW1" records that the oil refinery at Fawley:-
 - 5.1 is the largest in the UK processing around 270,000 barrels of crude oil every day;
 - 5.2 handles around 2,000 ship movements every year;
 - 5.3 processes around 22 million tonnes of crude oil and other products every year;
 - 5.4 can supply approximately 50 tonnes of liquid propane gas (LPG) per hour to customers through loading facilities at the site.
- 6 The "ExxonMobil in the UK factsheet" at "SSW1" records that:-
 - 6.1 the oil refinery at Fawley is the largest in the UK providing around 20% of the UK's refining capacity;
 - 6.2 the chemical plant:-
 - 9.2.1 is highly integrated with the refinery and produces around 670,000 tons of petrochemicals annually;
 - 9.2.2 produces high value solvents, plasticisers, synthetic rubber and feedstock for alcohols and esters – key components of a multitude of finished products manufactured in the UK or elsewhere in Europe.
- 7 The Esso Wholesale Fuels document records that Hythe Terminal is located close to the Petrochemical Complex. It has 12 storage tanks in service with a capacity of 12,000m³ and is operational 24 hours a day 7 days a week throughout the year.
- The Petrochemical Complex and the Hythe Terminal are constructed on the same freehold title which is registered at HM Land Registry with title number HP528736.
- The jetty which projects over the foreshore is not included in this freehold title. The First Claimant holds 4 leases of the jetty from Her Majesty the Queen each expiring in 2049. These leasehold interest is registered at HM Land Registry with title number HP528740.

- The Second Claimant holds a lease of the chemical plant from the First Claimant. This lease was granted on 28 August 1975 for a term of 99 years from 1 January 1971. The lease is unregistered (compulsory first registration for the New Forest District of Hampshire being 1 February 1978).
- 11 Attached to this statement marked "SSW2" are the following documents:-
 - 11.1 the First Claimant's freehold title HP528736 (excluding title plan which runs to 19 pages);
 - 11.2 the First Claimant's leasehold title HP528740;
 - 11.3 the Second Claimant's lease dated 28 August 1975;
 - 11.4 a plan which has been prepared by my firm using software known as Orbital Witness which shows:-
 - 11.4.1 the First Claimant's freehold title edged red;
 - 11.4.2 the First Claimant's leasehold title edged green;
 - 11.4.3 the Second Claimant's leasehold land edged purple;
 - 11.4.4 the land and buildings which are the subject of leases to third parties edged blue; and
 - 11.5 an Orbital Witness plan which shows the Hythe Terminal;
 - 11.6 a satellite image of the Petrochemical Complex on which the location of the 2 main gates have been marked with a "X".
 - 11.7 a satellite image of the Hythe Terminal on which the location of the main gate has been marked with a "X".
- 12 Since the First Claimant granted the lease of the chemical plant to the Second Claimant in 1975, there have been a number of surrenders / grants. I am informed by James Taylor of the Claimants' legal department that the plan referred to at paragraph 11.4 above accurately represents the current position.

Avonmouth Terminal

- 13 The Avonmouth Terminal is located on the east bank of the Severn Estuary near Bristol.
- 14 The Esso Wholesale Fuels document records that this terminal:-

- 14.1 can receive fuels by pipeline from the Fawley refinery and from ships discharging in the Bristol Port Company oil basin;
- 14.2 has 17 tanks in service with a combined capacity of approximately 50,000m³
- 14.3 is operational 24 hours a day 7 days a week throughout the year save for Christmas Day.
- The First Claimant holds a lease of the Avonmouth Terminal from First Corporate Shipping Limited which is registered at HM Land Registry with title number BL105954.
- 16 Although the lease expired on 1 January 2022, I am informed by Mr Taylor that:-
 - 16.1 the First Claimant remains in occupation and therefore has a continuation tenancy pursuant to the Landlord and Tenant Act;
 - 16.2 a renewal lease has been agreed and will be completed shortly.
- 17 Attached to this statement marked "SSW3" are the following documents
 - 17.1 the First Claimant's leasehold title and title plan BL105954;
 - 17.2 a copy of the lease dated 22 January 2008;
 - 17.3 an Orbital Witness plan showing the First Claimant's leasehold title;
 - 17.4 a satellite image of the terminal on which the location of the main gate has been marked with a "X".

Birmingham Terminal

- The Birmingham Terminal is located on Wood Lane in Erdington in the north east of Birmingham.
- 19 The Esso Wholesale Fuels document records that this terminal:-
 - 19.1 has 17 tanks in service with a combined capacity of approximately 50,000m3;
 - 19.2 is operational 24 hours a day 7 days a week throughout the year.
- The First Claimant owns the freehold of the Birmingham Terminal including 2 registered titles namely WK118802 and WK66930 which are shown on the Birmingham Plan attached the Particulars of Claim.
- A significant part of this terminal is unregistered freehold land. The boundaries of this Terminal are shown on the UK Factsheet at exhibit "SSW1". I am informed by

Paul Masson, the Claimants' Midstream Operations Support Manager that the unregistered land at the Birmingham Terminal has been used by the First Claimant (and affiliate companies) since the 1960s. Attached to this statement at exhibit "SSW4" are a number of photographs of the boundaries of this site and a plan which shows the approximate position from which (and direction in which) each photograph was taken.

- 22 Attached to this statement marked "SSW4" are the following documents:-
 - 22.1 the First Claimant's freehold titles and title plans;
 - 22.2 an Orbital Witness plan showing the First Claimant's freehold titles edged red and the unregistered freehold land referred to above edged brown;
 - 22.3 a second Orbital Witness plan (marked "Birmingham Plan B") which omits the unregistered freehold land referred to above; and
 - 22.4 a satellite image of the terminal on which the location of the main gate has been marked with a "X".

Purfleet Terminal

- 23 The Purfleet Terminal is located on the river Thames east of London.
- 24 The Esso Wholesale Fuels document records that this terminal:-
 - 24.1 can receive fuels by pipeline from the Fawley refinery and from ships at its own jetty ("the Purfleet Jetty");
 - 24.2 has 13 tanks in service with a capacity of approximately 86,000m³; and
 - 25.3 is operational 24 hours a day, 7 days a week throughout the year.
- The First Claimant owns the freehold of the Purfleet Terminal in 2 freehold titles namely EX869151 and EX869958.
- During 2021, the First Claimant sold part of title number EX869958 to Purfleet Real Estate Limited. This transfer has not yet been registered at HM Land Registry.
- 27 I am informed by Mr Taylor that:-
 - 27.1 the Purfleet Jetty has exclusively served this terminal for around 100 years;
 - 27.2 title to the Purfleet Jetty is unregistered; and
 - 27.3 the First Claimant has no record of any lease of the Purfleet Jetty.

- 28 Attached to this statement marked "SSW5" are the following documents:-
 - 28.1 the First Claimant's freehold titles and title plans;
 - 28.2 a copy of the transfer of part referred to above;
 - 28.3 an Orbital Witness plan showing the First Claimant's freehold titles (excluding the land which has been sold) edged red and the Purfleet Jetty edged brown);
 - 28.4 a second Orbital Witness plan (marked "Purfleet Plan B") which omits the unregistered land;
 - 28.5 a satellite image of the terminal on which the location of the main gate has been marked with a "X";
 - 28.6 photographs which demonstrate that the Purfleet Jetty exclusively serves the Purfleet Terminal and the high level of security which is attached to it.

West London Terminal

- 29 The West London Terminal is located close to the perimeter of Heathrow airport.
- 30 The Esso Wholesale Fuels document records that in this terminal:-
 - 30.1 has 17 tanks in service with a capacity of approximately 100,000m3;
 - 30.2 in addition to ground fuels also supplies Jet Fuel (to Heathrow and Gatwick Airports);
 - 30.3 is operational 24 hours a day 7 days a week throughout the year.
- The First Claimant owns the freehold of the West London Terminal in 5 freehold titles namely MX232530, MX442259, MX440505, MX219704 and SY346160.
- 32 Attached to this statement marked "SSW6" are the following documents:-
 - 32.1 the First Claimant's freehold titles;
 - 32.2 an Orbital Witness plan showing the First Claimant's freehold titles;
 - 32.3 a satellite image of the terminal on which the location of the main gate has been marked with a "X".

Hartland Park Logistics Hub

33 I am informed by Anthony Milne of Esso that:-

- 33.1 the First Defendant is currently constructing a replacement fuel pipeline between The Petrochemical Complex and the West London Terminal known as the Southampton to London Pipeline "SLP");
- 33.2 to support the SLP construction, the First Defendant has also taken a lease of around 5 acres of land at Hartland Park near Farnborough, Hampshire as a temporary logistics hub ("the Hartland Park Logistics Hub").
- the Hartland Park Logistics Hub includes project offices, welfare facilities and car parking for staff and contractors together with storage of construction plant materials, machinery and equipment. Approximately 150 employees and contractors use the Hartland Park Logistics Hub site each day.
- On 2 September 2021, SHE Manager Limited and SHE Nominee Limited granted a lease of the Hartland Park Logistics Hub to the First Claimant for a term commencing on 6 September 2021 and expiring on 30 September 2024.
- 36 Attached to this statement marked "SSW7" are the following documents:-
 - 36.1 the First Claimant's lease dated 6 September 2021;
 - 36.2 an Orbital Witness plan showing the First Claimant's leasehold land;
 - 36.3 a satellite image of the compound.

Alton Compound

- The First Claimant also has a compound at Alton in Hampshire which is used in connection with the construction of the SLP ("the Alton Compound").
- 38 The First Claimant owns the freehold of the Alton Compound in title number SH30798.
- 39 Attached to this statement marked "SSW8" are the following documents:-
 - 39.1 the First Claimant's freehold title;
 - 39.2 an Orbital Witness plan showing the First Claimant's leasehold land; and
 - 39.3 a satellite image of the compound on which the location of the main gate has been marked with a "X".

4 April 2022

40 I have assisted Anthony Milne with the preparation of his witness statement dated 3 April 2022.

41 I am informed by Mr Masson that there were further demonstrations at the West London Terminal today. A group of around 20 protestors arrived at the West London Terminal at around 4.30 am. A number of photographs of this incident showing a structure which obstructs access to / egress from the West London Terminal are attached to this statement at the exhibit marked "SSW9".

I believe that the facts stated in this Witness Statement and Exhibits are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to make this statement on behalf of the Claimants.

Stuart Sherbrooke Wortley

4 April 2022

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
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- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
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- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

SSW1

This is the exhibit marked **"SSW1"** referred to in the First Witness Statement of Stuart Sherbrooke Wortley.



Esso Wholesale Fuels



Esso is one of the largest suppliers of fuels in the UK. It operates the UK's largest refinery at Fawley, near Southampton, which has around 20% of UK refining capacity. Esso also distributes fuel via its own pipeline network to a network of five Esso terminals conveniently located throughout the country's demand centres.

We serve a wide range of customers, including large industrial users, transport operators (hauliers, rail and bus), commercial resellers, hypermarkets and LPG heating distributors. Customers can choose whether to pick up at our terminal racks or have their fuel delivered.

Esso is one of the largest suppliers of fuels in the UK. It operates the UK's largest refinery at Fawley, near Southampton, which has around 20% of UK refining capacity.

Esso fuel has been keeping the UK moving, manufacturing, fed and warm for nearly 130 years. Our customers depend on our high-quality products, supported by knowledgeable sales staff, efficient customer service and effective distribution, to get people and goods to their destination. We are excited about supplying your future needs. Let our business fuel yours.

Energy lives here



Partnership

- Open and ethical business partner
- Reliable operations
- Knowledgeable and responsive sales and customer service teams
- Focus on understanding and meeting specific customer needs

Commitment

- Proven track record, nearly 130 years in the UK
- Continued investment in operations
- Large customer portfolio
- Dedicated community supporter

Supply Solutions

- Strategically located Esso terminals
- Reliable products sourced from Esso's integrated supply chain
- Comprehensive fuels quality programme
- Products consistently comply with or exceed industry standards





Commitment

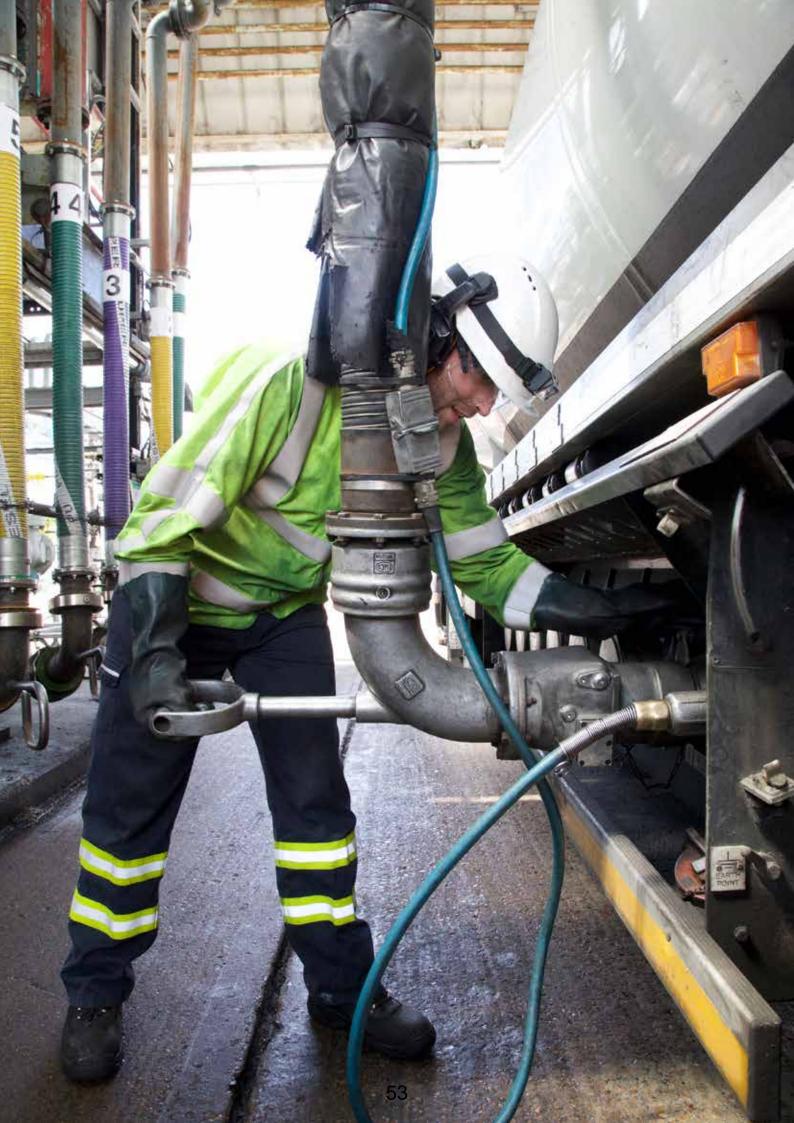


We have a long history in the UK market and our unrivalled presence, through our refinery, dedicated pipelines and five fuels terminals, provides customers with considerable peace of mind regarding quality and security of supply. Today, Esso is still committed to investing in the UK. Over the last several years, our average annual investment in our UK upstream, downstream and chemical operations totals over £350 million

Esso is also a dedicated member of the local community; supporting community projects and initiatives in the UK

 Our efforts are focused on initiatives that make a real difference, particularly in the fields of education, the environment, volunteering and safety Esso has operated continuously in the UK for more than 125 years, with integrated operations from the refinery to the fuel depot

 Some examples of these initiatives include the ExxonMobil Link Schools Program and Sci-Tech Challenge, Volunteer Involvement Programme (VIP), and the ExxonMobil Day of Caring initiative





Partnership

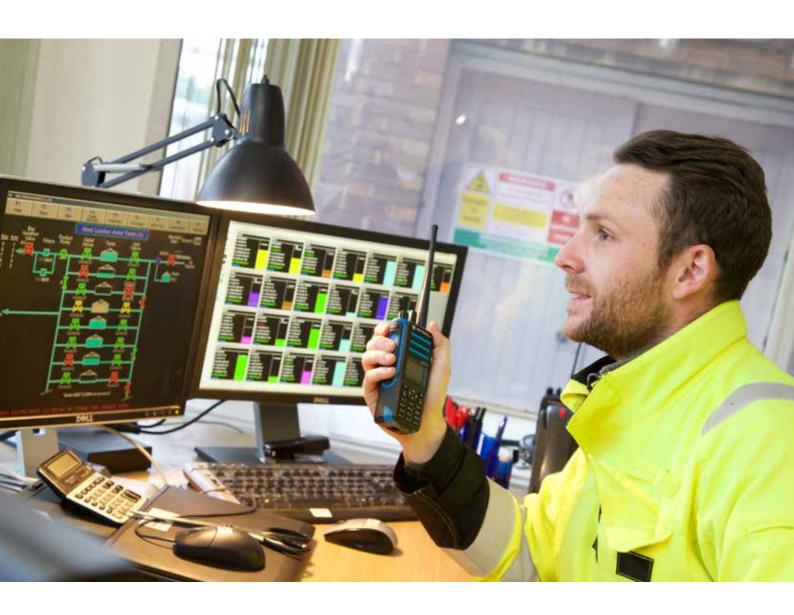


Wholesale Fuels

- Our success is built upon understanding customer expectations and responding effectively. We have the technical expertise and facilities to ensure our high-quality products meet or exceed your needs under all reasonable circumstances
- Our high calibre, highly qualified personnel are dedicated to providing the finest advice and support so you can make an informed purchase decision, confident in the knowledge that your order will be handled reliably, efficiently and courteously
- You can find our sales staff contact information at www.exxonmobil.co.uk/landW

Product Quality Team

- ExxonMobil maintains market leading quality standards, backed by dedicated resources and a global organisation with extensive experience
- The Product Quality team manages everything from compliance to product specification changes, product quality exceptions and investigations. This requires proactive work, such as advocacy, product testing programmes, audits and assessments, as well as reactive work to manage our dynamic business effectively. Together, we help ensure that what we sell to our customers meets or exceeds product specifications



Customer Service

We strive to be flawless, efficient, and responsive so that your individual needs are addressed.

Our knowledgeable team of Customer Service representatives supports you every step of the way:

- We believe in building long-term business relationships built on excellent products and first-rate support, backed up by contracts you can rely on
- We answer 96% of calls in 30 seconds or less ensuring your queries are addressed in a timely manner
- We provide flexible, competitive, and straightforward fuel transport solutions, maintaining the highest customer service standards
- Our invoicing department handles more than 25,000 invoices each year

Contact us

Customer Accounts

Phone: 0207 136 1795 Fax: 0207 136 1797

Available

Mon-Fri 08:00 - 17:00

CS Selfserve

cs-selfserve.exxonmobil.com/

Email

customeraccounts.uk.iw@exxonmobil.com

CS Selfserve helps you to manage your normal business transactions with us 24 hours a day 7 days a week.





Supply Solutions



Fuelling the UK for nearly 130 years and counting...

Our refinery at Fawley on Southampton Water is the largest in the UK, processing over 270,000 barrels of crude oil a day. We operate around 400 miles of pipeline – the largest privately-owned underground oil pipeline distribution network in the UK. Our Unleaded and diesel fuels are specially formulated to meet the exacting requirements of the European markets.

Our refinery is the largest in the UK and has been operating for over 65 years

 Refining is a complex operation that depends upon the skills of operators, engineers and planners in combination with cutting edge

- technology to produce products that meet the demands of an intensely competitive market
- Our refinery processes around 270,000 barrels of crude oil every day
- Crude oil is transported by sea to the refinery's modern marine terminal, which handles around 2,000 ship movements and 22 million tonnes of crude oil and other products every year
- The site covers 3,200 acres; 1,250 of which are developed and home to our joint Refining and Chemical site



Our commitment to Operations Excellence: Nobody Gets Hurt

- We are committed to the highest safety, health and environmental standards, and maintaining strict operating procedures for our employees, customers and contractors.
- Our ExxonMobil Operations Integrity
 Management System (OIMS) defines
 expectations for the design, construction
 and operation of our facilities. We are never
 complacent. We continually explore ways
 to further improve the safety and integrity
 of our operations. We also take our
 environmental responsibilities seriously,
 and have implemented active controls,
 testing and training programs.
- In every way we engage with our customers, we are committed to doing the right thing, the right way, every time.

LPG is available for pickup at Fawley refinery 24 hours a day

- A versatile fuel, LPG can provide benefits to consumers and businesses.
- Two dedicated LPG loading arms can load approximately 50 tonnes an hour
- Both butane and propane are produced to British specifications





Avonmouth Terminal



Terminal History and Investments

Dating back to 1959, Avonmouth Terminal is fed primarily by the Fawley multi-product pipeline that was installed and commissioned in 1972. It can also receive product from ships discharging in the Bristol Port Company oil basin.

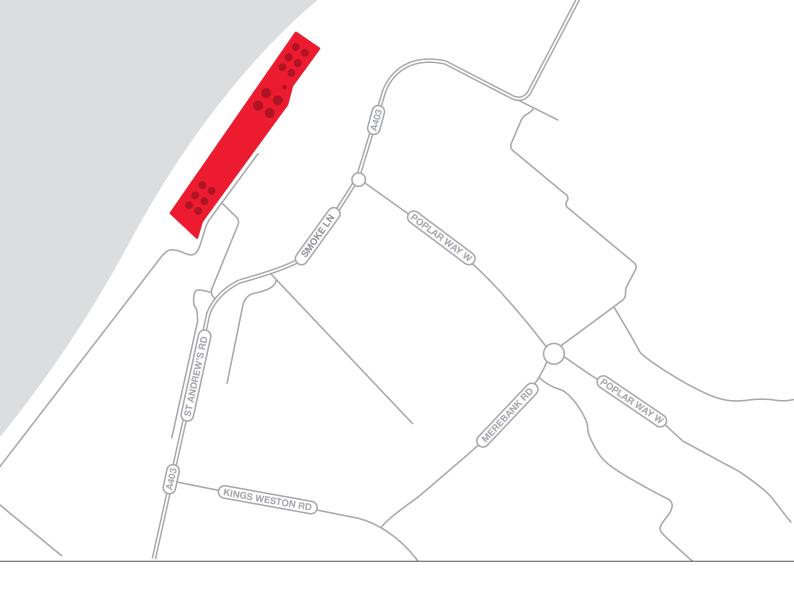
The terminal has an excellent safety record with no major incidents or injuries to staff or contractors in the past 15 years.

In line with Esso's continuous improvement programme we are investing significantly to ensure a continued flawless operation.

Avonmouth Terminal is located on 29 acres of land on the east bank of the Severn Estuary, and serves the south west of England.

Terminal Overview

- Avonmouth has four bottom loading bays.
 Three of these are generally used as retail bays for Unleaded, Super Unleaded and Diesel, while one industrial bay is used for Diesel and Gasoil
- The terminal has 17 above ground main storage tanks in service with a combined capacity of 50,000 m³



Avonmouth Terminal

Operating Details

 Open with full Esso presence onsite 24 hours per day for seven days a week. The terminal is closed on Christmas day

Facilities

- Truck parking
- Bunkering

Product Availability

- Unleaded
- Super Unleaded
- Diesel
- Gasoil

Contact Information

The terminal is in an enclosed compound to the west of the A403 road, which is the coast road connecting Avonmouth with the motorway network.

Address

St. Andrews Road Holesmouth Bristol BS11 9BN

Telephone

01784 422 410





Birmingham Terminal



Terminal History and Investments

Birmingham terminal was built in 1962. The terminal is connected to Esso's Fawley refinery via an Esso pipeline.

The terminal has benefited from considerable investment over the last decade to improve the safety of the facility, offer new products and improve reliability for our customers including:

- Carbon bed VRU (Vapour Recovery Unit)
- Refurbished office block & mess facility
- Resurfaced yard & parking
- Impervious tank bunds

On a 30 acre site to the north east of Birmingham and with close access to the M6, Birmingham Terminal is ideally sited to serve customers throughout the Midlands.

Terminal Overview

- Birmingham has five bottom loading bays.
 Three of these are generally used as retail bays for Unleaded, Super Unleaded and Diesel, while two industrial bays are used for Diesel and Gasoil
- The terminal has 17 above ground main storage tanks in service with a combined capacity of 50,000 m³



Birmingham Terminal

Operating Details

 Birmingham terminal is open and fully operational 24 hours per day, 7 days per week, throughout the year.

Facilities

- Truck parking
- Truck bunkering
- Driver facilities include: locker room, showers, mess facilities, TV

Product Availability

- Unleaded
- Super Unleaded
- Diesel
- Gasoil

Contact Information

Address

Wood Lane Erdington Birmingham B24 8DN

Telephone

0121 3866100





Hythe Terminal



Terminal History and Investments

First built in 1959 and extensively developed since, Hythe terminal is connected directly to Esso's Fawley refinery by dedicated pipelines.

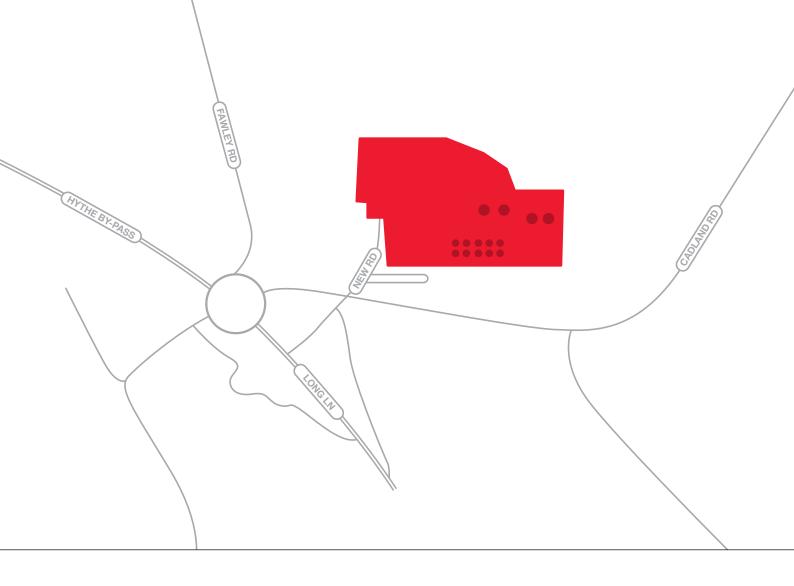
Over the recent years the terminal has benefited from considerable investment to improve safety, increase the range of products and improve reliability including:

- Upgraded bottom loading racks
- Improved performance additive injection equipment
- Upgraded fire fighting facilities
- New electrical infrastructure
- New diesel road loading pumps and improved diesel storage
- New carbon bed VRU (Vapour Recovery Unit) and upgraded tank farm automation equipment

Operating next door to the UK's largest refinery at Fawley near Southampton, Hythe Terminal is well-placed to serve the south and west of England.

Terminal Overview

- Hythe has five bottom loading bays of which three are typical retail bays for Unleaded and Diesel, two are Industrial bays with Diesel, Marine Gasoil and Gasoil
- Hythe terminal has 12 tanks in service with a combined capacity of 12,000 m³



Hythe Terminal

Operating Details

 Hythe terminal is open and fully operational 24 hours per day, 7 days per week, throughout the year.

Facilities

- Truck parking facilities
- Truck bunkering facilities for both ADO and ADBLUE
- Driver facilities include: locker room, showers, mess facilities, vending machines, TV

Product Availability

- Unleaded
- Super Unleaded
- Diesel
- Gasoil
- Marine Gasoil

Contact Information

Address

Esso Hythe Terminal New Road Hardley, Hythe Hampshire SO45 3NR

Telephone

02380 883100





Purfleet Terminal



Terminal History and Investments

- Dating back to 1888, Purfleet Terminal is a well-established site providing fuel to customers in the South and East of England. The terminal receives fuel direct from Esso's Fawley refinery via cross-country multiproduct pipeline. It can also accept deliveries via ship from its own jetty
- Purfleet's sea defences were substantially improved in 1980
- Loading bay ethanol injection facilities were completed in September 2011

Located on the north bank of the River Thames, Purfleet Fuels Terminal benefits from easy access to the M25 London orbital motorway.

Terminal Overview

- Purfleet has six bottom loading bays of which four are typical retail bays for Unleaded, Super Unleaded and Diesel and two industrial bays for Diesel and Gasoil
- The terminal has 13 product tanks in service with a combined overall capacity of approximately 86,000 m³



Purfleet Terminal

Operating Details

 Purfleet terminal is open and fully operational 24 hours per day, 7 days per week, throughout the year.

Facilities

- Truck parking
- Bunkering
- Driver facilities include: locker room, toilets, showers, mess facilities, vending machines
- TV with news and traffic information

Product Availability

- Unleaded
- Super Unleaded
- Diesel
- Gasoil

Contact Information

The terminal sits in an enclosed area south of the A1090 London Road, west of the junction with the main A126 Grays to London Road. Entrance to the fuel terminal is gained through the main gate off the A1090.

Address

Esso Purfleet Fuels Terminal London Road Purfleet Essex RM19 1RS

Telephone

01708 682100





West London Terminal



Terminal History and Investments

- Since it was built in 1964, WLT has been modernised and developed to meet the changing needs of customers. The terminal is connected to Fawley refinery via an Esso pipeline
- Investment at the WLT has been significant in recent years. A new VRU (Vapour Recovery Unit) with greater capacity was built in 2011 and all tank bunds have been upgraded
- All loading bays have been updated in 2016 with upgrades to both pipework and operating system

Terminal Overview

WLT has seven bottom loading bays split into different setups - Four bays (retail mix) for Diesel, Super Unleaded and Unleaded, and three bays (industrial) for Diesel, Gasoil and Jet Fuel

West London Terminal (WLT) is strategically located near Heathrow Airport with close road access to M25. It serves a large tributary area from Milton Keynes to the north; as far as Brighton on the south coast, Swindon to the west, and much of London.

The terminal has 17 tanks in service with a combined overall capacity of approximately 100,000 m³



West London Terminal

Operating Details

 West London terminal is open with security on site and fully operational 24 hours per day, 7 days per week, throughout the year.

Facilities

- Truck parking
- Driver facilities include: locker room, toilets, showers, mess facilities, vending machines
- Conference space
- TV with news and traffic information

Product Availability

- Unleaded
- Super Unleaded
- Diesel
- Gasoil

Contact Information

Address

Esso West London Fuels Terminal Bedfont Road Stanwell Middlesex TW19 7LZ

Telephone

01784 422 455





ExxonMobil in the U.K. Fact sheet September 2021

OVERVIEW

- ExxonMobil's roots in the U.K. date back to 1885, when Mobil opened a sales office.
- The Esso, Mobil and ExxonMobil companies that operate in the U.K. are wholly owned subsidiaries of Exxon Mobil Corp.
- The principal companies are Esso Petroleum Co., Ltd., ExxonMobil Chemical Ltd., Esso Exploration and Production U.K. Ltd., and Advanced Elastomer Systems Ltd.
- Certain international operations are located in the U.K., including ExxonMobil Engineering Europe Limited, ExxonMobil International Ltd., ExxonMobil Gas Marketing Europe Ltd., and ExxonMobil Marine Ltd.
- ExxonMobil's main U.K. operating locations are:
 - o Fawley, near Southampton, England: refinery and chemicals manufacturing plant.
 - o Mossmorran in Fife, Scotland: ethylene manufacturing plant.
 - Newport, South Wales: thermoplastic elastomer products manufacturing plant.
- Offices in Leatherhead, England (U.K. headquarters); Fawley, England; Aberdeen, Scotland; and Basingstoke, England (ExxonMobil Mozambique Rovuma LNG project and Southampton to London Pipeline project office).
- Around 2,050 employees and 700 contractors work for ExxonMobil subsidiaries in the U.K.
- More than £485 million was invested in the U.K. in 2020:
 - Upstream: £216 million.
 - o Downstream: £243 million.
 - Chemicals: £26 million.
- ExxonMobil has been one of the largest investors in the U.K.'s offshore oil and gas industry, having invested more than £34 billion in today's prices since first exploration in 1964.
- ExxonMobil paid £5.4 billion in direct and indirect taxes and duties in 2019-2020, which amounts to about 0.7 percent of total U.K. government revenue.

ACTIVITIES

Upstream

- ExxonMobil has interests in around 30 producing offshore fields in the U.K. North Sea.
- ExxonMobil is responsible for approximately 5 percent of the U.K.'s total oil and gas production (oil-equivalent basis).
- ExxonMobil sold its U.K.-operated production business, Mobil North Sea Ltd., to Apache Corp. at the end of 2011.
- The U.K. is the base for ExxonMobil's European Gas Optimisation & Trading organisation. European sales account for about 16 percent of ExxonMobil's worldwide gas sales.
- The South Hook LNG receiving terminal at Milford Haven, Wales is a joint venture between Qatar Petroleum, ExxonMobil and Total. It opened in 2009, and can receive and regasify up to 15.6 million tons per annum of LNG. This is equivalent to around 20 percent of U.K. natural gas demand. Since it opened South Hook has handled in excess of 65 million tonnes of LNG; enough to meet the natural gas needs of the whole of London for a decade.

Downstream

- Our refinery at Fawley near Southampton, is the country's largest, with around 20 percent of the U.K.'s refining capacity. The refinery has the capacity to process over 270,000 barrels of crude oil per day. Supplies come from the North Sea, Russia, the U.S., South America, West Africa and the Middle East.
- We manufacture a full range of petroleum products, including liquefied petroleum gas (LPG), petrol, diesel, jet fuel, marine fuels, gas oil, kerosene, lubricant basestocks and fuel oil.
- Our fuels are transported by pipeline to terminals serving the whole of London and the South East of England, the West Country, South Wales and the Midlands.
- We operate the largest privately owned underground oil pipeline distribution network in the U.K. – around 700 kilometres of pipeline. The majority of refinery products are transported by pipeline to distribution terminals at Hythe, Avonmouth, Birmingham, west London and Purfleet. Connections to the pipeline network also feed aviation fuel (Jet A1) to Heathrow and Gatwick airports.
- We provide customers in the basestocks, specialties, marine, aviation, industrial and automotive industries with products to suit a wide range of lubricant applications, including an extensive range of engine oils.
- We market Esso- and Mobil-branded products and serve ~800,000 retail customers a day through a network of around 1,200 Esso-branded service stations in the U.K. – the highest number since 2012. The majority of these are branded wholesaler sites, which have increased to more than 1,000 sites in 2019. The remaining 200 retail sites in the U.K. are company-owned and managed via the Esso Tesco Alliance.

Chemical

- The Fawley chemical plant is highly integrated with the refinery and uses products from it to manufacture ~670,000 tons of petrochemicals annually.
- It is the major European manufacturer of halobutyl rubber, used to line car tyres, and is one
 of the few places in the world to produce pharmaceutical-grade rubber an essential
 component of much needed medical equipment.
- Fawley produces Higher Olefins which are used to manufacture plasticizers that in turn make adhesives used in the manufacture of masks and respirators. Fawley's Higher Olefins are also converted into specialist hospital cleaning products, particularly effective in washing down infected areas.
- Other products include methyl ethyl ketone, a fast-drying solvent used in paint, nail varnish
 and glue; higher olefins used to manufacture plasticizers and performance fuels; additives
 used to enhance the qualities of fuels and lubricants; and energy chemicals used in the
 production and refining of oil.
- About 80 percent of products produced are shipped to customers overseas or to other ExxonMobil Chemical plants in Europe for further processing. Products for U.K. customers are mainly transported by ship to storage terminals, with additives and energy chemicals distributed by road.
- The Fife ethylene plant (FEP) at Mossmorran is one of the largest in Europe with an annual production capacity of over 800,000 tons. Its main feedstock is sourced from the North Sea, with the adjacent Shell NGL plant separating the required ethane from the natural gas. The ethylene manufactured at FEP is sent by pipeline to Braefoot Bay marine terminal on the River Forth for export to Antwerp or elsewhere in Europe.
- Newport manufactures Santoprene-branded thermoplastic elastomers (TPEs), which are
 used mainly by the automotive and construction industries. The plant opened two new
 production lines in May 2019, which doubled its production capacity to around 100,000 tons
 of TPEs a year.

SAFETY, HEALTH, AND THE ENVIRONMENT

 Employees and contractors regularly receive external recognition for excellence in safety from the Royal Society for the Prevention of Accidents (RoSPA). In 2020 Esso Petroleum Co., Ltd. was awarded the Patron Award at the RoSPA Occupational Health and Safety Awards in recognition of its record 32 consecutive Gold Awards. In 2021, Esso Petroleum Co., Ltd. retained its Patron status and received its 33rd RoSPA Gold Award.

CORPORATE SOCIAL RESPONSIBILITY

 In 2019, ExxonMobil will provide nearly £280,000 in charitable contributions around its major employment locations. This includes a focus on supporting the teaching of science, technology, engineering and mathematics (STEM) in schools and colleges; in projects to improve local community facilities; and through our Volunteer Involvement Programme and School Governors Scheme.

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

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- and -

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Defendants

SSW2

This is the exhibit marked "SSW2" referred to in the First Witness Statement of Stuart Sherbrooke Wortley.



Official copy of register of title

Title number HP528736

Edition date 11.05.2017

- This official copy shows the entries on the register of title on 16 Aug 2018 at 13:20:07.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Aug 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : NEW FOREST

1 (13.01.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Esso Refinery, Fawley, Southampton (SO45 1TX).

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (13.01.1997) As to the land edged and numbered 8 and 17 in blue on the filed plan, the mines and minerals are excepted.
- 3 (13.01.1997) A Conveyance of the land edged and numbered 15, 16, 17, 18 and 19 in blue on the filed plan dated 17 December 1920 made between (1) Maldwin Drummond (2) Charles Drummond and Maldwin Drummond (3) William John Freshville Ramsden and Josslyn Vere Ramsden (4) Lilias Elizabeth Norman (5) Alfred Manners Drummond (6) George Frederick Hartfield and (7) The Agwi Petroleum Corporation Limited (Purchasers) contains the following provision:-

"Provided always and it is hereby agreed and declared by and between the said Maldwin Drummond his heirs successors in title and assigns on the one hand and the purchasers their successors and assigns on the other hand that the Purchasers their successors and assigns shall not be entitled to any easement right of light air or otherwise which would restrict or interfere with the free user hereafter of any part of the said Cadland Estate for building or any other purpose and the implication of any such grant is hereby expressly excluded"

4 (13.01.1997) The Conveyance dated 4 May 1923 referred to in the Charges Register contains the following provision:-

"AND IT IS hereby agreed and declared:

And that these presents shall not operate to create by implication any easement of light air or otherwise which would restrict or interfere with the free user of the Cadland Estate for building or other purposes"

(13.01.1997) There are excluded from the registration the mines and minerals excepted by the Deed of Exchange dated 23 January 1941 referred to in the Charges Register.

2 1 of 29

6 (13.01.1997) The land edged and numbered 20 in blue on the filed plan has the benefit of the following rights granted by a Deed dated 14 June 1941 made between (1) The Southern Railway Company (Company) and (2) The Secretary of State for Air (Grantee):-

"the Company as Beneficial Owners hereby grant unto the Grantee the right for the Grantee to construct lay down maintain use test inspect remove and relay in through or under the Company's property at Fawley Station in the County of Southampton the works more particularly described in the Schedule hereto EXCEPTING NEVERTHELESS AND RESERVING to the Company the right to construct any works that they may deem necessary over or under the site of the said works and/or to widen or alter their Railway or works but so that in so doing the Company shall take proper steps to prevent any interference with the exercise of the right hereby granted TO HOLD the right hereby granted unto the Grantee and his successors in title for ever for a legal estate in fee simple absolute in possession on behalf of His Majesty to the intent that such right may be annexed to the adjoining land of the Grantee within the brown verge shewn on the plan annexed hereto (hereinafter called "the said plan") and enure for the benefit of and be exercisable by the Grantee his successors in title and assigns owner or owners for the time being of such adjoining land or any part thereof

THE Grantee hereby covenants with the Company that he will observe and perform the following stipulations and conditions:-

- (a) That the Grantee will execute the said works in the manner and subject to the provisions herein and in the said Schedule mentioned and at his own cost and risk but under the supervision and to the satisfaction of the Company's Engineer (hereinafter called "the Engineer") and in accordance with the plans drawings and specifications to be previously submitted to and approved by the Engineer
- (b) That the Grantee shall maintain the said works to the satisfaction of the Engineer and shall bear the cost of any damage to the Company's premises either in constructing laying relaying fixing attaching or maintaining the said works and also the cost of any alteration diversion or strengthening of the said works in consequence of any works of the Company necessitating such alteration diversion or strengthening and in such event the provisions herein contained shall apply to such altered diverted or strengthened works and any such alteration diversion or strengthening shall be executed by the Grantee on the request of the Company at such times and in such manner as may be directed by the Engineer and to his satisfaction provided that the Company themselves at their option or in the event of any default by the Grantee may execute the same at the expense of the Grantee
- (c) That the Grantee will efficiently maintain and cleanse to the satisfaction of the Engineer all works on the Grantee's property used in connection with the discharge of drainage into the Company's drainage system by way of the works mentioned in paragraph 1 of the said Schedule and in particular but without prejudice to the generality of the foregoing stipulation the Grantee will in the discharge of effluent from the Septic Tank situate on the Grantee's property at the point B on the said plan take all necessary precautions to prevent such effluent becoming offensive or otherwise becoming a nuisance to the Company PROVIDED that if at any time hereafter the Company's said drainage system shall become overcharged or inadequate in consequence of such discharge the Grantee will pay to the Company on demand the cost of constructing on the Company's property and/or will execute at his expense on his own property such works as the Engineer may deem to be requisite for dealing with such discharge of drainage
- (d) That the Grantee shall pay on demand all costs reasonably incurred by the Company in connection with the construction maintenance renewal testing inspection removal and relaying of the said works specified in the Schedule hereto as certified by the Engineer including the costs of supervision watching lighting or protecting traffic or any speed restriction on such traffic
- (e) That the Grantee shall give to the Engineer twenty eight days notice in writing previous to the commencement of any works to be executed by the Grantee as aforesaid and shall carry out such works

during such times of the day or night as the Engineer may direct

- (f) That the Grantee shall also pay or indemnify the Company against all rates taxes and outgoings (if any) payable in respect of the right hereby granted
- (g) That the Grantee shall if at any time hereafter he abandons the said works or any of them forthwith give notice thereof to the Company and if so required by the Company shall at his own expense carefully remove the said works or the portion thereof mentioned in the said notice and make good any damage caused thereby to the property of the Company to the satisfaction of the Engineer and in default of his so doing it shall be lawful for the Company to perform the work and recover the cost thereof as certified by the Engineer by action or otherwise
- (h) That the Company shall not be liable for any damage or injury to the said works of any of them arising from accidents fire or any other cause whatever and shall be held indemnified by the Grantee against all accidents or damage to person (including the officers servants or agents of the Grantee) or property (including that of the Grantee and his officers servants and agents) and all claims demands losses and expenses arising out of during or in connection with the construction existence maintenance user testing inspecting removal and relaying or failure of the said works or any of the Grantee's works connected thereto or the right hereby given or in anywise relating thereto PROVIDED HOWEVER that notwithstanding anything contained in the foregoing paragraph of this clause the Company shall be liable for any damage or injury to the said works or any accidents or damage to person or property which the Grantee may prove was caused by the negligent act or default of the Company's servants or agents while acting within the scope of their employment PROVIDED ALSO that the Company shall immediately notify the Grantee of any claim and shall not (except in the case of claims made upon the Company by their employees) compound or settle the same without the written consent of the Grantee who may at his own expense defend the same in the same name and on behalf of the Company and the Company shall give to the Grantee at the latter's expense all assistance which they may require in connection with any such claim or defence in the case of claims made upon the Company by their employees the Company shall be at liberty to deal with the claim subject to any payment settlement or admission of liability being first approved in writing by the Grantee

THE SCHEDULE above referred to

- 1. For the purpose of discharging into the Company's drainage system drainage emanating from the Grantee's Refuelling Depot the connection:-
- (a) to the Company's ditch of two 15 inches diameter reinforced concrete pipes in the position indicated by yellow lines at the point marked A on the said plan, one of which said pipes indicated by the broken yellow line on the said plan is to convey effluent from the Septic Tank mentioned in clause 2 (c) of these presents
- (b) to the Company's existing drain of a six inch diameter cast-iron pipe in the position indicated by the mauve line on the said plan
- 2. For the conveyance of petroleum spirit a 10 inches diameter steel pipe line enclosed in a 14 inches diameter steel sleeve pipe in the position indicated by the brown line on the said plan. The pipe line shall not be kept fully charged or under pressure except when the same is in actual use.
- 3. A .3 x .3 x .15 square inch Paper insulated lead covered steel wire armoured 1,000 Volt electric cable in the position indicated by the Red line on the said plan
- 4. A 4 inches diameter cast-iron Water Main in the position indicated by the blue line on the said plan"

NOTE: Copy plan filed.

(13.01.1997) A Conveyance of the land edged and numbered 21 in blue on

the filed plan dated 12 December 1947 made between (1) Agwi Petroleum Corporation Limited (Company) (2) Charles Joseph Pereira (Liquidator) and (3) Anglo American Oil Company Limited (Contributories) contains the following provision:-

"PROVIDED ALWAYS AND IT IS HEREBY DECLARED that the Contributories its successors and assigns shall not be entitled to any easement or right of light or air or other right which would in any manner diminish or interfere with the free and unrestricted user of any adjoining property belonging to Maldwin Drummond either for building or any other purpose and the assurance hereinbefore contained shall not be deemed or construed to imply the grant of any such right"

8 (13.01.1997) The land edged and numbered 6, 7, 8, 9, 10 and 11 in blue on the filed plan and other land has the benefit of the following rights granted by a Conveyance dated 20 September 1949 made between (1) Southampton (Fawley) Investment Corporation Limited (Vendor) and (2) Anglo-American Oil Company Limited (Purchaser):-

"TOGETHER ALSO with the full right and liberty for the Purchaser and its successors in title owners for the time being of the property hereby conveyed their tenants servants and agents and all other persons authorised by them but in common with the Langdown Estate Company and its successors in title (owners for the time being of the property comprised in a Conveyance dated the twenty first day of July One thousand nine hundred and thirty four and made between the Vendor of the one part and the said Langdown Estate Company of the other part) its and their tenants and servants and persons authorised by it or them from time to time and at all times hereafter and for all purposes to pass and repass with or without horses cattle and other animals and vehicles (whether mechanically propelled or otherwise) of every description along and over the land delineated on the plan marked 'B' annexed hereto and thereon coloured red and pink"

NOTE: The land coloured red and pink on Plan "B" referred to is edged and numbered 1 in brown on Enlargement No. 1 on the filed plan.

9 (13.01.1997) A Conveyance of the land edged and numbered 24 in blue on the filed plan dated 10 September 1954 made between (1) The County Council of the County of Southampton (Vendors) and (2) Esso Petroleum Company Limited (Purchasers) contains the following provision:-

"THE Purchasers shall not be entitled to any right of light or air which would restrict or interfere with the free use of adjoining or neighbouring land for building or any other purpose and such rights are expressly excepted and reserved out of the Conveyance hereby made."

10 (13.01.1997) The land has the benefit of the following rights granted by a Deed of Grant dated 7 July 1955 made between (1) Her Majesty's Principal Secretary of State for the War Department (Grantor) and (2) Esso Petroleum Company Limited (Grantee):-

"THE Grantor as Trustee hereby grants unto the Grantee in fee simple the following rights namely the right for the Grantee its successors and assigns owner or owners for the time being of the adjoining land and its and their licensees to lay construct use and maintain a water pipe and electric cables across the said land along the lines and in the positions indicated on the said plan as to the said water pipe by a red line between the points marked "A" and "B" and as to the said electric cables by a blue line between the points marked "C" and "D" and by a black line between the points marked "C" and "Z" TOGETHER with the right of access to the said land at all times for the purpose of maintenance of the said water pipe and electric cables upon prior written notice duly given to the Grantor the Grantee making good or paying compensation to the Grantor in respect of damage which may be caused to the said land in exercise of such right and maintenance TO HOLD the said rights unto the Grantee in fee simple to the intent that said rights may be annexed to the adjoining land and enure for the benefit thereof

THE Grantee HEREBY COVENANTS with the Grantor as follows :-

(a) To maintain and keep the said water pipe and electric cables in

good and substantial repair and condition to the satisfaction in all respects of the $\operatorname{Grantor}$

- (b) To make good or pay compensation for any damage or injury (including injury resulting in death) to any person or property arising by reason of this deed or anything done or purported to be done thereunder and to keep the Crown and the Grantor fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any such damage or injury except such as may be caused by the neglect of the Grantor his agents servants or workmen and this indemnity shall extend and apply to all sums payable under any Statute Order Regulation Instructions Warrant or otherwise to any officer servant or agent of the Crown or the personal representatives or dependents of any such person in respect of any such damage or injury PROVIDED ALWAYS that the Grantor may in his discretion after notice in writing to the Grantee cause any such damage to be made good and the reasonable expenses incurred by him in so doing shall be recoverable from the Grantee on demand
- (c) Not to make any alterations or additions in or to the said water pipe and electric cables without the previous consent in writing of the Grantor
- (d) To install as and when required by the Grantor two tappings consisting of flanged tees in the said water pipe at points to be decided by the War Department and to allow the War Department to draw water from the said two tappings for the purposes of fire-fighting only
- (e) To provide a bridge over the said water pipe if the Grantor should so desire in the event of the extension of the Grantor's property
- (f) To transfer the electricity meter from the power house at the Grantee's Refinery to the point marked "C" on the said plan"

NOTE: Copy plan filed.

11 (13.01.1997) The land edged and numbered 1, 2, 3 and 4 on the Supplementary plan to the filed plan has the benefit of the following rights reserved by the Conveyance dated 7 December 1965 referred to in the Charges Register:-

"EXCEPTING AND RESERVING to the Vendor and its successors in title the rights easements and privileges particulars of which are set forth in the Second Schedule hereto

THE SECOND SCHEDULE referred to

Rights Easements and Privileges reserved to the Vendor

- 1. THE right in fee simple for the Vendor and its successors in title or owners for the time being of the retained land and its and their servants agents and licensees at all times hereafter and for all purposes as follows:-
- (1) To pass and repass and to gain access to and egress from the said Number 14 well with or without vehicles of every description over the strip of land forming the roadway between the points 'Y' and 'Z' and coloured orange on the plan and thence from point 'Z' to Number 14 well
- (2) To enter upon the land hereby conveyed to construct a roadway between the points 'Z' and 'B' on the plan up to a size equal to that of the road constructed by the Purchaser at point 'Z' on the plan on a route and to a standard to be approved by the Purchaser (such approval not to be unreasonably withheld) and to repair maintain test inspect and renew the said roadway and the right to pass and repass with or without vehicles of every description to gain access to the retained land PROVIDED ALWAYS that on the completion of the construction of the roadway between the points 'Z' and 'B' on the plan the Vendor will pay Seven thousand seven hundred and twenty five pounds to the Purchaser being one half of the costs incurred by the Purchaser of the construction of the said roadway between the points 'Y' and 'Z' on the plan the said sum of Seven thousand seven hundred and twenty five pounds to be depreciated at the rate of Ten per centum per annum from

the date hereof provided that no payment will arise in any event after twenty years from the date hereof.

- To go pass and repass in connection with the use and occupation of the retained land in common with the Purchaser and all other persons authorised by the Purchaser with or without vehicles of every description laden or unladen along over or upon the roadway between the points 'Y' and 'Z' and coloured orange on the plan the Vendor contributing a just and fair proportion of the expense of keeping the said roadway in a good state of repair and condition such proportion to be calculated according to the extent of the respective degrees of user (taking into account the weight volume and nature of the traffic) of the roadway between the points 'Y' and 'Z' on the plan by the Purchaser and persons authorised by the Purchaser and by the Vendor and persons authorised by the Vendor In the event of dispute between the parties hereto as to the amount of the Vendor's contribution towards such expense either party shall be entitled to have the matter determined by an independent Surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose fees shall be paid by the party requiring such nomination to be made such last mentioned Surveyor's determination shall be final and binding on the parties
- (4) To enter upon the land hereby contracted to be sold to construct lay repair maintain test inspect use renew and remove any water pipes or electricity supply cables to the said Number 14 well and to the Number 15 well shown on the plan along the route indicated by a blue dotted line or such other route as may be reasonably required by the Purchaser the Vendor making good all damage to the surface occasioned thereby"

NOTE: Points Y, Z and B have been reproduced in mauve on the Supplementary plan to the filed plan. The roadway coloured orange is edged and numbered 6 in mauve. The pipe and cable route shown by a blue dotted line is shown by the blue broken line AA-BB.

- 12 (13.01.1997) The Conveyance dated 7 December 1965 referred to above contains the following provision:-
 - "IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows :-
 - (1) This Conveyance shall not include or confer any right of light or air or any other easement liberty or privilege over or in respect of the retained land except as herein expressly provided
 - (2) Except as otherwise in the Conveyance hereinbefore contained the Vendor or other the owner or owners for the time being of the retained land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land in such manner as the Vendor may think fit notwithstanding that the access and use of light air and drainage now or at any time hereafter enjoyed by the Purchaser or its successors in title may be obstructed diminished or destroyed and such access and use of light air and drainage as aforesaid shall notwithstanding this Conveyance be henceforth enjoyed by the Purchaser and its successors in title subject to the provisions of this Clause and not otherwise"
- 13 (13.01.1997) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered 9 and 10 in mauve on this Supplementary plan to the filed plan dated 1 November 1982 made between (1) Esso Petroleum Company Limited and (2) The Central Electricity Generating Board:-

"EXCEPT AND RESERVING to the Transferor:

(a) The right within 80 years of the date hereof which shall be the perpetuity period applicable to these rights to enter upon the land hereby transferred and each and every part thereof with or without workmen and necessary equipment and apparatus to lay and instal therein sewers drains pipes wires cables and ancillary apparatus from the Transferor's retained land through the land hereby transferred and the

right to enter for the purpose of repairing renewing replacing inspecting emptying cleansing or otherwise carrying out all necessary works for the efficient operation of such sewers drains pipes wires cables and apparatus so laid and installed within the land hereby transferred PROVIDED ALWAYS that in the exercise of the foregoing rights the Transferor shall do as little damage as possible and will restore the surface thereof to its former condition

- (b) The free and uninterrupted right to use all sewers drains pipes and wires now laid or within the perpetuity period to be laid in under and upon the land hereby transferred for the purpose and with the right of passing and running water soil gas and electricity through the land hereby transferred with or without workmen and apparatus for the purpose of renewing repairing and maintaining any such drains pipes and wires doing as little damage as possible and restoring the said land to its former condition
- (c) The right to divert or alter the course of any of the said sewers or drains or pipes (whether connected to the land hereby transferred or not) without making any payment or compensation therefor but subject to the person exercising such right making good any damage which may be occasioned thereby to the property hereby transferred or any part thereof
- (d) Full right and liberty from time to time and at all times hereafter by day or night to pass and repass with or without vehicles of any description and with or without animals over and along the land coloured yellow on the plan"

NOTE: The land coloured yellow referred to is hatched blue on the Supplementary plan to the filed plan.

- 14 (13.01.1997) The land has the benefit of the following rights reserved by a Conveyance of the land edged and numbered 26 in blue on the filed plan dated 22 February 1984 made between (1) Esso Petroleum Company Limited (Vendor) and (2) Lightning Electrical Contractors Limited (Purchaser):-
 - "EXCEPTING AND RESERVING unto the Vendor and its successors in title the 8-inch Fawley to Marchwood pipeline and the 6-inch Fawley to Servernside pipeline running beneath the property hereby conveyed TOGETHER WITH the right in fee simple to enter onto the property hereby conveyed at all times with or without workmen for the purpose of inspecting repairing cleansing maintaining and renewing the said pipelines"
- 15 (13.01.1997) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of the land edged and numbered 27 in blue on the filed plan dated 21 December 1995 made between (1) Esso Petroleum Company Limited (Seller) and (2) Doreen Jacqueline Phelan-Gibbs (Buyer):-

'in t	his	Con	vey	anc	e:																	
the	Righ	ıts	Gra	nte	d"	me	ans	the	r	ight	s	set	out	in	the	Se	cor	ıd	Sch	ıedı	ıle	

"the New Exceptions and Reservations" means exceptions and reservations set out in the Third Schedule

Together with the Rights Granted and Excepting and Reserving to the Seller in fee simple for the benefit of such part of the Retained Land as are capable of taking such benefit and for each and every part thereof the New Exceptions and Reservations

THE SECOND SCHEDULE

The Rights Granted

The Property is sold together with a right until the Property is connected to mains sewers and drains whereupon this right shall absolutely cease and determine for the Buyer and her successors in title Together with the Seller and all other persons entitled to a like right to use for all proper purposes connected with the Property any sewers or drains now laid in or under the Retained Land or any part of it with a right to run and pass soil or water through and along the same Subject to the Buyer contributing Fifty Per Cent of the cost and expense of repairing renewing maintaining and inspecting and cleansing those sewers and drains which solely serve the Property and "London Lodge" of Main Road, Holbury, Southampton

THE THIRD SCHEDULE

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The New Exceptions and Reservations

This Conveyance shall reserve to the Seller the right at any time to build or permit to build any building or other structures and to alter any building or other structure now standing or to be built on the Retained Land in such a manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be built upon the Property so that all privileges of light and air now or in the future enjoyed over the Retained Land by the Property shall be deemed to be enjoyed by the Licence or consent of the Seller and not as of right

- (3) This Conveyance shall reserve to the Seller and its successors in title the right for the period of eighty years from the date hereof to enter upon the Property upon seven days previous written notice to the Buyer or its successors in title to enable the property to be connected to mains sewers and drains to include access as may be necessary for the purpose of laying new services adapting diverting and/or removing existing services to the cost of such being borne by the Seller and the Seller causing no unnecessary damage to the Property in exercising this right and Provided That if the Seller exercises this right then from completion of the said works the Buyer will forever thereafter be responsible for the services and service media serving the Property and will pay and discharge all rates or charges in respect thereof and will be responsible for contributing a fair proportion of the cost of repairing and renewing maintaining and inspecting and cleaning the sewers and drains which will be used in common with all others so entitled which remain in private ownership to the connection with the mains sewers and drains
- (4) This Conveyance shall reserve to the Seller and its successors in title a right to enter upon the Property for the purpose of inspecting maintaining renewing repairing altering or cleaning any existing services included but not limited to sewers drains watercourses cables pipes and wires which are now laid in under or pass through the Property which serve the Retained Land (if any)"

NOTE: The Retained Land is the land in this title excluding the foreshore.

16 (13.01.1997) A Deed of Release and Reinstatement dated 9 February 1996 made between (1) Esso Petroleum Company Limited and (2) Railtrack PLC is expressed to grant rights in respect of level crossings over the railway.

NOTE: Copy filed.

17 (13.01.1997) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered 28 in blue on the filed plan dated 29 March 1996 made between (1) Esso Petroleum Company Limited (Vendor) and (2) Sheila Phelps (Purchaser):-

"THE Property is transferred TOGETHER WITH the rights set out in the First Schedule

79 8 of 29

THERE are reserved out of the Property for the benefit of the Retained Land the rights set out in the Second Schedule

THE FIRST SCHEDULE

The Appurtenant Rights

A right until the Property is connected to mains sewers and drains whereupon this right shall absolutely cease and determine for the Purchaser and her successors in title together with the Vendor and all other persons entitled to a like right to use for all proper purposes connected with the Property any sewers or drains now laid in or under the Retained Land or any part of it with a right to run and pass soil or water through and along the same subject to the Purchaser contributing fifty per cent of the costs and expenses of repairing renewing maintaining inspecting and cleaning those sewers and drains which solely serve the Property and Hardley Lodge

SECOND SCHEDULE

The Reserved Rights

- 1. The minerals under the Property with the right to work them (subject to the payment of compensation for damage) those minerals not being included in this transfer
- 2. The right for the Vendor at any time to build or permit to build any buildings or other structures and to alter any building or other structure now standing or to be built on the Retained Land in such a manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be built on the Property so that all privileges of light and air now or in the future enjoyed over the Retained Land by the Property shall be deemed to be enjoyed by the licence or consent of the Vendor and not as of right
- The right for the period of eighty years from the date hereof to enter upon the Property upon seven days previous written notice to the Purchaser or her successors in title to enable the Property to be connected to mains sewers and drains to include access as may be necessary for the purpose of laying new services adapting diverting and/or removing existing services the cost of such being borne by the Vendor and the Vendor causing no unnecessary damage to the Property in exercising this right and PROVIDED THAT if the Vendor exercises this right then from completion of the said works the Purchaser will forever thereafter be responsible for the services and service media serving the Property and will pay and discharge all rates or charges in respect thereof and will be responsible for contributing a fair proportion of the costs and expenses of repairing renewing maintaining and inspecting and cleaning the sewers and drains which will be used in common with all others so entitled which remain in private ownership up to the connection with the mains sewers and drains
- 4. The right to enter upon the Property for the purpose of inspecting maintaining renewing repairing altering or cleaning any existing services including but not limited to sewers drains water courses cables pipes and wires which are now laid in under or passing through the Property which serve the Retained Land (if any)

NOTE: The Retained Land is the land in this title excluding the foreshore.

- 18 (02.02.1999) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 19 (06.07.2007) The land has the benefit of any easements reserved by transfers of Cadland Park shown land edged and numbered in green on the title plan.
- 20 (24.11.2016) The blue broken line between the points marked KK-LL-MM-NN on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this

reference has been cancelled.

- 21 (29.03.2017) The edged and numbered 25 in yellow on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 22 (31.03.2017) By a Deed dated 19 January 2017 made between (1) Esso Petroleum Company Limited and (2) Network Rail Infrastructure Limited referred to in the Charges Register the rights granted in the Deed of Release and Reinstatesment dated 9 February 1996 referred to above in respect of Level Crossing Development Co. No 8 have been extinguished.
- 23 (11.05.2017) The land has the benefit of the legal easements granted by a Deed dated 19 January 2017 made between (1) Network Rail Infrastructure Limited (2) Esso Petroleum Company Limited and (3) DB Cargo (UK) Limited for a term of 99 years from 19 January 2017.

NOTE: Copy filed under HP518808.

24 (30.07.2018) The edged and numbered 26 in yellow on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (13.01.1997) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (13.01.1997) A Deed of Covenant dated 17 December 1920 made between (1) The Agwi Petroleum Corporation Limited (Purchasers) (2) William John Freschville Ramsden and others (Mortgagees) and (3) Maldwin Drummond (Captain Drummond) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (13.01.1997) The land is subject to the following rights granted by the Deed of Covenant dated 17 December 1920 referred to above:-
 - "THE Purchasers (so far as they can lawfully can or may do so but not further or otherwise) hereby grant to Captain Drummond and his successors in title heirs and assigns the owner or owners for the time being of the Cadland Estate and all persons authorised by any of them in that behalf in common with the Purchasers and all other persons having the like right full and free right and liberty at convenient hours and subject to the exigencies of the Purchasers operations and business to use and enjoy any wharves and other landing stages and conveniences from time to time upon the Purchased property paying nevertheless all costs and charges for such user which may be payable to any person or authority other than the Purchasers"
- 3 (13.01.1997) A Conveyance dated 4 May 1923 made between (1) Maldwin Drummond (Vendor) (2) Cyril Augustus Drummond (3) Francis Algernon Fulford (4) Capel Augustus Drummond and Francis Algernon Fulford (5) The Vendor and Charles Drummond (Trustees) and (6) Sir Joseph Davies and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (13.01.1997) The land edged and numbered 6, 7, 8, 9, 10 and 11 in blue on the filed plan and other land is subject to the following rights reserved by the Conveyance dated 4 May 1923 referred to above:-

Exceptions and Reservations out of the Conveyance hereby made

- A. Full and free right and liberty for the Vendor his successors in title and assigns the owner or owners for the time being of the said Cadland Estate or any part thereof his or their undertenants servants and licensees
- (I) At all times and for all purposes and by all means to pass and repass over and along the shore road from Cadland House to Frost Lane between the points marked "C" ad "D" on the said plan annexed hereto or any road which may reasonably be substituted therefor
- (II) At all times and for all purposes and by all means to pass and repass over and upon the land coloured blue on the said plan between the points marked "A" and "B" thereon and the boat house and lower hard (also shewn on the said plan) and to make all such reasonable use of the said boat house and lower hard as has hitherto been made thereof respectively
- (III) At all times and for all purposes and by all means to pass and repass over the close of land Numbered 442 on the said plan between the points marked "E" and "F" thereon and to make all such reasonable use of the private quay upon the last mentioned close as has hitherto been made thereof

- (V) At all times and for all purposes to pass and repass with barges yachts boats and other craft over and along Cadland Creek and to moor or berth all such craft in the said Creek and to be alongside Cadland Quay and the Lower Hard and to make all such reasonable use of the same as has hitherto been made thereof respectively
- B. Full and free right and liberty for the Vendor his successors in title and assigns the owners or owner for the time being of the said Cadland Estate his and their servants agents and workmen but no other persons
- (I) At all times to enter upon and dig in and from the said hereditaments coloured blue on the said plan all such clay as may be required and used for the repairs of so much of the Sea Wall protecting the Cadland Estate as may remain unsold by the Vendor or his successors in title and for no other purpose
- (II) At all times to construct and maintain all necessary or property sluices and drains through any part or parts of the Sea Wall adjoining the said hereditaments coloured blue on the said plan for the purpose of efficiently draining the said Cadland Estate"
- NOTE: Points A, B, C, D, E and F have been reproduced in red on the filed plan. Cadland Creek, Cadland Quay and Lower Hard have been marked on the filed plan.
- (13.01.1997) The Conveyance dated 4 May 1923 referred to above contains the following provision:-
 - "AND IT IS hereby agreed and declared:

THAT if at any time within twenty one years from the death of the last survivor of the issue now being of His late Majesty King Edward the Seventh the Vendor or other the owner or owners for the time being of the Cadland Estate or of the greater part of what is now known as the Cadland Estate shall be desirous of repurchasing the fee simple or other the estate or interest which was immediately prior to the execution hereof vested in the Vendor or subject to his statutory powers of and in such part of the hereditaments hereby conveyed as is coloured blue on the plan hereto annexed at the price of Two hundred and thirty nine pounds and shall at any time with the period aforesaid give to the Purchasers or their assigns notice in writing of his or their desire aforesaid then and in such case such last mentioned

82 11 of 29

hereditaments shall within one calendar month of the date of such notice be assured to the use of or according to the direction of the person giving such notice upon payment of the said sum of Two hundred and thirty nine pounds and upon such person or other the persons to whom the premises shall be assured covenanting that such premises shall not be used or developed for the purposes of commerce or manufacture"

- 6 (13.01.1997) A Conveyance of the land edged and numbered 3 and 4 in blue on the filed plan dated 4 January 1924 made between (1) Maldwin Drummond (2) Charles Drummond and Maldwin Drummond and (3) Herbert Hooper contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 (13.01.1997) A Conveyance of the land edged and numbered 21 in blue on the filed plan dated 31 August 1927 made between (1) Maldwin Drummond (2) Charles Drummond and Maldwin Drummond and (3) Agwi Petroleum Corporation Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 8 (13.01.1997) A Conveyance of the land edged and numbered 3 and 4 in blue on the filed plan dated 15 October 1928 made between (1) William Thomas Hedgley and (2) Florence Jane Hobson contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 9 (13.01.1997) A Conveyance of the land edged and numbered 4 in blue on the filed plan dated 15 October 1928 made between (1) Hubert Hooper and (2) Florence Jane Hobson contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 10 (13.01.1997) A Conveyance of the land edged and numbered 25 in blue on the filed plan dated 31 December 1928 made between (1) Roger Cyril Hans Sloane-Stanley (Vendor) (2) Archibald Sutcliffe Knight (Purchaser) and (3) Herbert Richard Gater (Sub-Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 11 (13.01.1997) A Conveyance of the land edged and numbered 6, 12 and 13 in blue on the filed plan dated 21 January 1930 made between (1) The Kings Most Excellent Majesty (2) The Board of Trade (3) The Commissioners of Crown Lands (Commissioners) and (4) The Southampton (Fawley) Investment Corporation Limited (Grantees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 12 (13.01.1997) By the Conveyance dated 21 January 1930 referred to above the land edged and numbered 6, 12 and 13 in blue on the filed plan was conveyed subject as follows:-
 - "subject always to such public rights of navigation and fishing or other rights as may from time to time by law exist in over or affecting the said foreshore or any part thereof and subject to any rights and powers for the time being vested in the Board of Trade by Statute or otherwise for protecting the coast of the United Kingdom against erosion"
- 13 (13.01.1997) A Conveyance of the land edged and numbered 14 and 15 in blue on the filed plan dated 21 January 1930 made between (1) The King's Most Excellent Majesty (2) The Board of Trade (3) The Commissioners of Crown Lands (Commissioners) and (4) The Agwi Petroleum Corporation Limited (Grantees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 14 (13.01.1997) By the Conveyance dated 21 January 1930 referred to above the land edged and numbered 14 in blue was conveyed subject as follows:-
 - "subject always to such public rights of navigation and fishing or other rights as may from time to time by law exist in over or affecting the said foreshore or any part thereof and subject to any rights and powers for the time being vested in the Board of Trade by statute or otherwise for protecting the coast of the United Kingdom against erosion"
- 15 (13.01.1997) A Conveyance of the land edged and numbered 5 in blue on the filed plan dated 6 August 1930 made between (1) Cyril Augustus

83 12 of 29

Drummond (Vendor) (2) Charles Drummond and Frederick Harvey John Drummond (Trustees) and (3) Florence Jane Hobson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 16 (13.01.1997) A Subsidiary Vesting Deed relating to the land edged and numbered 1 in blue on the filed plan and othe dated 29 September 1936 made between (1) The Reverend Charles Cole-Hamilton (Vendor) (2) The Ecclesiastical Commissioners for England (Commissioners) (3) The Right Reverend Father in God Cyril Forster by Divine Permission Lord Bishop of Winchester (Patron) (4) Frederick Harvey John Drummond and others (Trustees) and (5) Cyril Augustus Drummond (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 17 (13.01.1997) A Subsidiary Vesting Deed relating to the land edged and numbered 2 in blue on the filed plan and othe dated 29 September 1936 made between (1) The Reverend Charles Cole-Hamilton (Incumbent) (2) The Governors of the Bounty of Queen Anne (Governors) (3) Frederick Harvey John Drummond and others (Trustees) and (4) Cyril Augustus Drummond (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 18 (13.01.1997) A Conveyance of the land edged and numbered 24 in blue on the filed plan dated 2 October 1939 made between (1) Cyril Augustus Drummond (2) Frederick Harvey John Drummond and others and (3) The County Council of Southampton contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 19 (13.01.1997) The land edged and numbered 2 in brown on Enlargement No. 2 on the filed plan is subject to the following rights granted by a Deed dated 18 June 1940 made between (1) Cyril Augustus Drummond (Grantor) (2) Frederick Harvey John Drummond and Henry Dixon and Algernon Cecil Heneage Drummond (Trustees) and (3) His Majesty's Principal Secretary of State for the War Department (Grantee):-

"the Grantor as beneficial owner hereby grants unto the Grantee in fee simple FULL AND FREE right and liberty to the intent that the said right and liberty may be annexed to the adjoining land of the Grantee and enure for the benefit of and be exerciseable by the Grantee his successors in title and assigns owner or owners for the time being of the adjoining land or any part thereof and his and their servants workmen and licensees from time to time and at all times hereafter to lay construct maintain and use one pipe line and one electric cable of such respective measurements and at such depths as are specified in the cross section drawing on the plan hereto annexed within and under the land coloured green on the said Plan which said land is in width Twelve feet or thereabouts and in length One hundred feet or thereabouts with power at any future time to lay down over the said land coloured green further pipe lines and electric cables of similar measurements and at similar depths as above specified TOGETHER with the the right from time to time to renew alter and remove all or any of the same and TOGETHER ALSO with the right at all times to enter upon the said land and to excavate the same for the purpose of exercising the rights hereinbefore granted

THE Grantee hereby covenants with the Grantor as follows:-

- (a) That he will do as little damage as possible to the property of the Grantor in the exercise of the said rights and will make good any such damage to the satisfaction of the Grantor and/or his Surveyors and after making any excavation will at his own expense and to the like satisfaction as soon as conveniently may be restored as far as possible the surface of the ground to the same state as it was before such excavation
- (b) That he will keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the laying down of the pipes lines and electric cables or of any works in connection therewith"

NOTE 1: The Grantee's land is edged and numbered 22 in blue on the filed plan

84 13 of 29

NOTE 2: Copy plan filed.

- 20 (13.01.1997) A Conveyance of the land edged and numbered 22 in blue on the filed plan dated 30 May 1940 made between (1) Southampton (Fawley) Investment Corporation Limited and (2) His Majesty's Principal Secretary of State for the War Department contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 21 (13.01.1997) The land edged and numbered 23 in blue on the filed plan is subject to a perpetual yearly rentcharge of £1 created by a Deed of Exchange dated 23 January 1941 made between (1) Agwi Petroleum Corporation Limited (2) The Minister of Shipping and (3) The King's Most Excellent Majesty.

NOTE: Original filed.

- 22 (13.01.1997) The Deed of Exchange dated 23 January 1941 referred to above contains covenants and reserves rights.
- 23 (13.01.1997) The Deed of Exchange dated 23 January 1941 referred to above contains an option to re-purchase as therein mentioned.
- 24 (13.01.1997) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 20 June 1956 made between (1) Esso Petroleum Company Limited (Grantor) and (2) Her Majesty's Principal Secretary of State for the War Department (Grantee):-

"THE Grantor as Beneficial Owner hereby grants unto the Grantee in fee simple the following rights to the end and intent that such rights shall be for ever appurtenant to the adjoining land for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter referred to as "the additional property") adjacent or near to the adjoining land which now are or shall be at any time hereafter owned or occupied by the Grantee his successors or assigns in whatever state the adjoining land or the additional property may be or adjoining use and purposes they or any part thereof respectively or any erection or building thereon may be put namely:-The right for the Grantee his successors and assigns owner or owners for the time being of the adjoining land and his and their licensees from time to time and at all times hereafter to discharge surface and storm water from a system of pipes and agricultural tile drains on the adjoining land shown by green lines on the said plan or such other system or systems of drains as may from time to time be substituted on the adjoining land through the drains shown by blue lines on the said plan into a drainage system on the said land comprising a ditch shown by a hard red line between points marked "F" and "G" and a fifteen inch concrete pipe shown by a broken red line between points marked "G" and "H" with the necessary inlet chamber tidal flap valve weed screen manhole screw down penstock catchpit concrete wing walls and concrete spillways entering the said land at points "B" "C" "D" "E" on the said plan (hereinafter collectively called "the said drainage system") and to discharge surfaces and storm water from agricultural tile drains in the adjoining land on the said land at the point marked "A"'

The Deed also contains the following covenants:-

"THE Grantor hereby covenants with the Grantee that the Grantor will from time to time and at all times keep in good repair the said drainage system (except that part of the said drainage system which is laid on the Grantee's land) comprising the drains shown on the said plan by red and blue lines and including the banks of the ditch the inlet chamber to a height of two feet above highest recorded tide locks on the penstock and on the valve chamber and will keep the pipe clean and the weed screen clear and all in good working order to the satisfaction of the Grantee and at the cost of the Grantor"

NOTE: Copy plan filed.

25 (13.01.1997) The land crossed by the gas main shown by the red broken line CC-DD on the filed plan is subject to the rights granted by a Deed dated 8 April 1959 made between (1) Esso Petroleum Company Limited and (2) Southern Gas Board.

85 14 of 29

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

26 (13.01.1997) An Agreement dated 10 October 1960 made between (1) Esso Petroleum Company Limited and (2) Southern Gas Board relates to a gas main in the position shown by the red broken line between points EE-FF-GG-HH-II on the filed plan.

NOTE: Copy filed.

27 (13.01.1997) The land crossed by the gas main shown by the blue broken line CC-DD on the filed plan is subject to the rights granted by a Deed dated 31 December 1963 made between (1) Esso Petroleum Company Limited and (2) Southern Gas Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

28 (13.01.1997) The land edged and numbered 1, 2, 3 and 4 in mauve on the Supplementary Plan to the filed plan is subject to the following rights granted by a Conveyance of the land edged and numbered 5, 6, 7 and 8 in mauve on the Supplementary Plan to the filed plan dated 7 December 1965 made between (1) Esso Petroleum Company Limited (Vendor) and (2) Central Electricity Generating Board (Purchaser):-

"the Vendor as beneficial owner hereby grants unto the Purchaser ALL AND SINGULAR the rights easements and privileges particulars of which are set forth in the Third Schedule hereto TO HOLD the same unto the Purchaser in fee simple as appurtenant to the property hereby conveyed

THE THIRD SCHEDULE referred to Easements granted to the Purchaser

FIRST the right for the Purchaser to construct maintain and use a tunnel of ten feet internal diameter for the passage of such number of electric cables as the Purchaser may desire between the points marked 'F' and 'G' on the plan under the strip of land fifty feet wide coloured mauve on the plan at depths as designated on the plan and the right for the Purchaser to enter upon the land coloured yellow and mauve on the plan for any of the said purposes

SECONDLY the right for the Purchaser to construct use maintain repair renew inspect and remove (a) a sewage pipe and outfall between the points marked 'C' and 'H' on the plan for the discharge of soil and water from the land hereby conveyed and any buildings thereon on to the land coloured yellow on the plan (b) storm water pipes and outfalls in the approximate positions indicated on the plan by the words "Outfall D" and "Outfall E" for the discharge of storm water from the land hereby conveyed and any buildings thereon on to the land coloured yellow on the plan and (c) pipes and outfalls in the approximate positions indicated on the plan by the words "Transmission Tunnel Cooling Water Outlet H" for the discharge of cooling water from the said cable tunnel in the position coloured mauve on the plan on to the land coloured mauve and yellow on the plan TOGETHER with the right for the Purchaser and persons authorised by it from time to time and at all times hereafter to enter upon the land coloured yellow and mauve on the plan for all or any of the purposes aforesaid PROVIDED that if at any time during the lives of the issue now living of His Late Majesty King George V and the last survivor of them and twenty one years after the death of such survivor the Vendor shall desire to reclaim and develop the land coloured yellow on the plan and if the continuance of the said sewage storm water pipes and cooling water pipes and outfalls in their then position would materially prejudice such reclamation and development then the Vendor shall give written notice thereof to the Purchaser and such notice shall be accompanied with such details of the intended reclamation and development and evidence of all necessary consents to the carrying out thereof as shall be reasonable The Purchaser shall thereupon with all reasonable despatch and at the Purchaser's expense extend or modify the said pipes and outfalls as shall be reasonably necessary to enable the Vendor to carry out such

86 15 of 29

reclamation or development whereupon the Vendor shall without further consideration grant to the Purchaser an easement in fee simple in respect of the said pipes and outfalls in their altered position in like form as these presents. If any dispute shall arise between the parties hereto under these provisions the same shall on the reference of either party be determined by arbitration in manner provided by the Arbitration Act 1950 or any statutory modification thereof for the time being in force

THIRDLY the right in perpetuity for the Purchaser and persons authorised by it from time to time and at all times hereafter to enter upon the land coloured yellow on the plan for the purposes of maintaining the bank along the seaward boundary of the grey land"

NOTE: Points C, F, G and H have been reproduced in mauve on the Supplementary Plan. The land coloured mauve is edged and numbered 4 in mauve. The land coloured yellow is edged and numbered 1 and 2 in mauve. "Outfall D", "Outfall E" and "Transmission Tunnel Cooling Water Outlet H" are marked on the plan. The grey land is edged and numbered 7 in mauve.

29 (13.01.1997) The Conveyance dated 7 December 1965 referred to above contains the following covenants:-

"THE Vendor for itself and its successors in title to the intent that the following covenants shall bind the retained land and every part thereof and the Vendor and all persons or bodies who become entitled to any estate or interest in all or any part or parts of the retained land hereby covenants with the Purchaser for the benefit of the Purchaser and its successors in title and for their undertaking and the property hereby conveyed and the easements hereby granted as follows:-

- (a) That the Vendor and those deriving title under the Vendor will not erect any buildings or other erections or structures on that part of the retained land as is coloured yellow and mauve on the plan over the route of the tunnel described in the Third Schedule hereto or within a distance of Fifty feet on either side of the centre of the route of the said tunnel without obtaining the written approval of the Purchaser to the proposed works (such approval not being unreasonably withheld) and submitting plans of the proposed works to the Purchaser and taking such measures as are reasonably necessary or which the Purchaser may reasonably require to protect the said tunnel from damage or interference during or as a result of the execution of the said works
- (b) That the Vendor and those deriving title under the Vendor will not take or abstract from each of the said wells designated Number 14 well and Number 15 well on the plan in any period of twenty four hours measured from midnight to midnight a greater quantity of water than One hundred thousand gallons
- (c) To place and maintain at or near the said wells and so as to be open at all times to the inspection of the Purchaser or its agent proper and sufficient meters or gauges which shall correctly measure the quantity of water taken or abstracted from the said wells in every twenty four hours
- (d) To keep the Purchaser indemnified against all actions claims and demands that may be lawfully brought or made against the Purchaser by reason of the taking or abstraction of water from the said wells and to keep the said wells and the water pipes and electricity supply cables described in Clause (4) of the Second Schedule hereto in good repair"

NOTE: Well No. 14 and Well No. 15 are marked on the Supplementary Plan.

30 (13.01.1997) The land crossed by the gas main shown by the red broken line EE-GG-HH-JJ on the filed plan is subject to the rights granted by a Deed dated 26 November 1974 made between (1) Esso Petroleum Company Limited and (2) British Gas Corporation.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

87 16 of 29

31	(13.01.1997) The parts of the land affected thereby are subject to the
	following rights granted by a Deed dated 1976 made between (1) Esso
	Petroleum Company Limited (Owner) and (2) Southern Water Authority
	(Grantee):-

.....

the Owner as Beneficial Owner hereby grants unto the Grantee

being shown on the attached plan by a red line

(i) Full right and liberty to enter onto the land with or without vehicles plant machinery and apparatus for the purpose of (a) making laying altering renewing and hereafter maintaining the said sewer (b) laying a cable duct upon the line of the main sewer (c) fixing maintaining inspecting and replacing surface boxes mark posts and pillars which sewer and ancillary works are hereinafter collectively called "the works" and providing not less than three feet depth of cover to this pond sewer where it is laid above the Mean High Water Mark indicated on the attached plan

(ii) Full right and liberty to use the said sewer for the pasasge or conveyance of sewage water and soil but not for any other purpose whatsoever TO HOLD all the said rights and liberties hereby granted unto the Grantee in fee simple

.....

The Grantee shall on completing the works make good all damage or injury which may be done or occasioned to the said land through or by reason or in consequence of the exercise by the Grantee its servants or agents of all or any of the easement rights powers and privileges hereinbefore granted"

The Deed also contains the following covenants:-

"The Owner hereby covenants with the Grantee that it will not at any time hereafter :-

- (a) do or suffer to be done upon the said land or upon any part thereof or of its adjoining or neighbouring property any act or thing which might cause damage to the works in accordance with the terms of this grant
- (b) plant or cause or permit to be planted any tree or shrub or erect or cause to be erected upon the said land any building or structure or any machinery goods vehicles or material of a heavy nature which may cause damage injury or disturbance to the works or interfere with the Grantees access thereto PROVIDED ALWAYS that nothing herein contained shall prevent the Grantee from carrying out such works (including the construction of buildings roads and other structures and the installation of services) over or under the said sewer with the prior approval of the Grantee such approval not to be unreasonably withheld
- (c) reduce the depth of soil above the works without the written consent of the Grantee provided that nothing contained in this deed shall prevent the owner or occupier of the said land from carrying out the practice of good husbandry on the said land"

NOTE: The sewer shown by a red line is shown by the red broken line AA-BB on the filed plan.

32 (13.01.1997) The land edged and numbered 29 in blue on the filed plan

is subject to such restrictive covenants and rights as may have been imposed thereon before 27 May 1981 and are still subsisting and capable of being enforced.

33 (13.01.1997) Agreement dated 28 September 1982 for sale of fixed equipment on the land edged and numbered 18 in yellow on the filed plan made between (1) Esso Petroleum Company Limited and (2) Lombard North Central Leasing Limited.

NOTE: Copy filed.

- 34 (13.01.1997) A Conveyance of the land edged and numbered 8 and 17 in blue on the filed plan dated 31 December 1984 made between (1) British Railways Board and (2) Esso Petroleum Company Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 35 (13.01.1997) The part of the land affected is subject to the following rights reserved by the Conveyance dated 31 December 1984 referred to above:-

"Except and Reserving unto the Board the exceptions and reservations set out in the First Schedule hereto

THE FIRST SCHEDULE

Part A

Exceptions

- A. (i) Any mines or minerals under the property or any right of support from any mines or minerals whatsoever ${}^{\circ}$
- (ii) Any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

Part B

Reservations

- B. (i) The right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right
- (ii) The right of support from the property for the adjoining property of the Board
- (iii) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board
- (iv) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of exercising this right subject to paragraph (vi) hereof
- (v) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railways banks abutment retained walls bridges and other works of the Board on their adjoining or neighbouring land subject to paragraph (vi) hereto
- (vi) The foregoing rights of entry are subject to the Board making

good damage occasioned to the property in the exercise thereof and are subject to the Board giving to the Purchaser reasonable notice of their intention to exercise such rights (except in the event of an emergency)

(vii) In fee simple as appurtenant to the ownership and occupation of the Board's adjoining land shown coloured yellow on the plan number 112753 annexed hereto the right at all times and for the purpose of inspection maintenance and renewal of railway track and equipment with and without vehicles to pass and repass over and along the part of the property which is shown coloured blue hatched brown on the plan numbered 112752 through the gate shown marked "X" on the plan numbered 112752 and the Purchaser shall provide to the Board keys to any locks from time to time to open the said gate

Provided that in the event of the roadway passing over the said route diverted over some other part of the property to a diverted route agreed between the Board and Purchaser the Board and/or the Purchaser may require that the existing right reserved above be amended in consideration of a regrant by the Purchaser to the Board of a right of way over the diverted route in substitution therefor and otherwise on the same terms and conditions as this present reservation

And Provided that in the event that the public highway existing at the date hereof over the land shown hatched green on the plan numbered 112752 is closed the Purchaser shall also grant or procure the grant to the Board of a right of way thereover on the same terms as the reservation above and for the benefit of the aforesaid land shown coloured yellow

Provided Further that the Purchaser may impose such restrictions on the exercise of the rights reserved and/or contemplated to be granted as shall be reasonable for the security of the Purchaser's land and works on or adjoining the property and in particular may require the production of identity cards or other authorities from persons exercising this right to show they are employees and/or persons authorised by the Board."

NOTE: No copy of the plans numbered 112752 and 112753 referred to are held by the Land Registry.

36 (13.01.1997) The land is subject to the rights granted by a Deed of Grant dated 29 March 1996 made between (1) Esso Petroleum Company Limited and (2) BP Exploration Operating Company Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 37 (13.01.1997) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

 The leases grant and reserve easements as therein mentioned.
- 38 (21.09.2001) A Deed dated 30 August 2001 made between (1) Esso Petroleum Company Limited and (2) BP Energy Limited relates to the grant of a Gas Pipeline Lease as therein mentioned.

NOTE: Copy Deed Filed.

39 (21.09.2001) Option Agreement relating to the granting of easements dated 30 August 2001 made between (1) Esso Petroleum Company Limited and (2) BP Energy Limited.

NOTE: Copy Deed Filed.

40 (21.09.2001) A Deed dated 30 August 2001 made between (1) Esso
Petroleum Company Limited, (2) Enichem UK Limited and (3) BP Energy
Limited contains provisions relating to leases as therein mentioned.

NOTE: Copy Deed Filed.

41 (14.03.2003) The land is subject to the rights granted by a Deed of Grant dated 19 February 2003 made between (1) Esso Petroleum Company Limited and (2) Transco PLC.

90 19 of 29

NOTE: Copy Deed, excluding the safe working provisions, filed.

42 (08.02.2007) The land is subject to the rights granted by a Deed dated 30 January 2007 made between (1) Esso Petroleum Company Limited and (2) BP CHP (UK) Limited.

NOTE: Copy filed.

- 43 (06.07.2007) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services granted by transfers of the parts edged and numbered green on the title plan.
- 44 (06.07.2007) The roads and communal footpaths are subject to rights way.
- (06.07.2007) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of entry for the purposes of renewing repairing cleansing maintaining and inspecting dwellings or structures, rights for foundations and other projections to overhang adjoining land and rights of support and protection for the properties so edged and numbered in green.
- 46 (10.05.2012) ENTRY CANCELLED on 30 July 2018.
- 47 (31.03.2017) The land is subject to any rights that are granted by a Deed dated 19 January 2017 made between (1) Esso Petroleum Company Limited and (2) Network Rail Infrastructure Limited and affect the registered land.

NOTE: Copy filed.

Schedule of restrictive covenants

The following are details of the covenants contained in the Deed of Covenant dated 17 December 1920 referred to in the Charges Register:-

"THE Purchasers for themselves and their successors and assigns hereby covenant with the Mortgagees their respective heirs executors administrators and assigns and with Captain Drummond his heirs executors administrators successors in title and assigns and other the person or persons in whom the Cadland estate or any part thereof is now or shall be vested for any freehold estate or interest and whether in remainder or reversion and each and every of such covenants respectively to the intent to benefit and protect the Cadland Estate and to bind (so far as practicable) the purchased property into whosoever hands the same may come but not so as to render the Purchasers liable in damages for any breach of covenant committed after they shall have parted with all interest in the purchased premises and it is accordingly hereby agreed and declared as follows:-

- 2. NO part of the purchased property shall at any time hereafter be used for the purpose of any offensive noisy or dangerous trade business or occupation or for any purpose which shall or may be or grow to be in any way a nuisance damage grievance or annoyance to Captain Drummond his heirs successors in title or assigns the owner or owners of the said Cadland Estate PROVIDED however that nothing herein contained shall be deemed to prevent or restrict the Purchasers or their assigns from carrying on upon the purchased property the business or businesses of Importers Refiners Distillers and Distributors of Oil Petroleum Gas and Liquid Fuel and any trade or business ancillary thereto or usually carried on in connection therewith but the Purchasers shall use every possible means to prevent the carrying on of the said business or any of them from becoming or being in any way a nuisance damage grievance or annoyance to Captain Drummond his heirs successors in title or assigns the owner or owners of the Cadland Estate.
- 3. ALL buildings and works to be erected or constructed by the Purchasers upon that part of the purchased property which lies to the north and west of Marsh Lane shall be built or constructed as far from Cadland House as may be conveniently possible.

91 20 of 29

Schedule of restrictive covenants continued

- 4. THE Purchasers shall at their own expense and to the reasonable satisfaction of Captain Drummonds' estate agent do and perform the following acts and things that is to say:-
- (a) within six calendar months after the receipt of a written notice in that behalf from the said estate agent they shall erect and complete between the points Z.Y.X. and W. between the points V.U.T.Z.R. and Q. and between the points P. and A. shown on the plan annexed hereto good and substantial unclimable fences of a design to be approved by the said agent and shall thereafter maintain the same in a proper state of maintenance and repair.
- (b) If the traffic to and from the purchasers works shall injure any part of the road called Marsh Lane shown on the said plan between the points U. and X. put the same into a state of repair at least equal to its present state and shall maintain the said road in a like state of repair until the same is taken over by the local Authority.
- (c) Until the said road is taken over by the said Local Authority as last aforesaid the Purchasers shall maintain repair and cleanse all sewers and drains from time to time in and under the said road.
- (d) In the event of the South Hants Water Company's main (which at present terminates at the point K. on the said plan) being at any time extended to any part of the purchased property (including any road abutting thereon) the Purchasers shall procure the extension of the same to the point L. on the said plan the same being adjacent to the buildings of Church Farm.
- (e) THE Purchasers shall at all times maintain in a proper state of repair adequate defences against the sea throughout the whole of the distance between the points N. and O. on the said plan and shall not do or permit to be done anything which shall or may impede the existing drainage of the Cadland Estate or in any way render the same less effluent than at present and they shall maintain in a proper state of repair sufficient sluices and drains at all times effectually to deal with all water from the surrounding land which at present discharges through the existing sluices and drains and shall from time to time release a sufficient quantity of water at suitable tides from Ashlett Mill Pond to properly scour out the Channel from Ashlett Quay and shall at all times hereafter do all such things as may be necessary for keeping Ashlett Lake in a navigable condition."

NOTE: The purchased property is the land edged and numbered 16, 17, 18 and 19 in blue on the filed plan. The boundaries Z-Y-X and T-S-Q-R and P-A are internal. Points N, O, W, X, V, L, U and T have been reproduced in blue on the filed plan. Point K referred to is not shown on the deed plan.

2 The following are details of the covenants contained in the Conveyance dated 4 May 1923 referred to in the Charges Register:-

"AND the Purchasers for themselves and their respective heirs and assigns hereby jointly and severally covenant with the Vendor his successors in title and assigns the owner or owners for the time being of the Cadland Estate or any part thereof and so that this covenant shall so far as practicable be enforceable by such owner or owners as aforesaid that the Purchasers and all persons deriving title under them will henceforth at all times hereafter observe and perform all and singular the restrictions and stipulations contained in the Fifth Schedule hereto

THE SIXTH SCHEDULE above referred to

Covenants by the Purchasers

1. NO buildings or erections or works of any kind shall be constructed or placed or carried on upon any part of the foreshore coloured blue on the said plan but the whole of the same premises shall at all times be kept open and unobstructed to the intent that barges yachts boats and other craft may have free and unimpeded passage over Cadland Creek and every part thereof to and from Cadland Quay and the Lower Hard

92 21 of 29

Schedule of restrictive covenants continued

- 2. THE Purchasers shall not erect any buildings or carry on any works respectively required to be erected or carried on by them upon the hereditaments shewn on the said plan and thereon coloured green except on such a manner as to interfere as little as is reasonably possible with the amenities of Cadland House and shall not use or permit to be used the said land coloured green for the purpose of any offensive or noisy trade or business.
- 3. THE Purchasers at their own expense and to the reasonable satisfaction of the Vendors Estate Agent shall at all times maintain in a proper state of repair adequate defences against the sea throughout the whole of the distance between the points marked O.P..... on the said plan and shall not do nor permit to be done anything which shall or may impede the existing drainage of the Cadland Estate or render less efficient the present drainage of the said estate and shall maintain in a proper state of repair sufficient sluices and drains at all times effectually to deal with all water from the surrounding or adjacent land which at present discharges through the existing sluices and drains and shall if necessary construct additional sluices and drains for the purposes aforesaid"

NOTE: The land coloured blue is edged and numbered 6 in blue on the filed plan. The land coloured green is edged and numbered 7 and 8 in blue. Points O-P have been reproduced in red.

- 3 The following are details of the covenants contained in the Conveyance of the land edged and numbered 3 and 4 in blue on the filed plan dated 4 January 1924 referred to in the Charges Register:-
 - "AND the said Herbert Hooper hereby covenants with the said Maldwin Drummond that he the said Herbert Hooper will not do any act or thing on the said land or in or upon any building now or hereafter to be erected thereon which shall or may be or become a nuisance annoyance or disturbance to the said Maldwin Drummond or his successors or his or their Tenants or to the neighbourhood"
- The following are details of the covenants contained in the Conveyance of the land edged and numbered 3 and 4 in blue on the filed plan dated 15 October 1928 referred to in the Charges Register:-
 - "AND the said Florence Jane Hobson hereby covenants with the said William Thomas Hedgley that she the said Florence Jane Hobson will not do any act or thing on the said land or in or upon any buildings now or hereafter to be erected thereon which shall or may be or become a nuisance annoyance or disturbance to the said William Thomas Hedgley or his successors or his or their tenants or to the neighbourhood"
- 5 The following are details of the covenants contained in the Conveyance of the land edged and numbered 4 in blue on the filed plan dated 15 October 1928 referred to in the Charges Register:-
 - "AND the said Florence Jane Hobson hereby covenants with the said Herbert Hooper that she will not do any act or thing on the said land or in or upon any buildings now or hereafter to be erected thereon which shall or may be or become a nuisance or disturbance to the said Herbert Hooper or his successors or his or their tenants or to the neighbourhood"
- The following are details of the covenants contained in the Conveyance dated 31 December 1928 referred to in the Charges Register:-
 - "The Sub-purchaser with the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments and land hereby assured but upon the Sub-purchaser only so long as he is the owner of the same hereditaments and land hereby covenants with the Vendor that :-
 - (1) The Sub-purchaser will before the Twenty fifth day of March one thousand nine hundred and twenty nine erect and for ever after maintain on the North and West boundaries of the property hereby assured marked with a "T" on the said plan a good and substantial post and wire fence
 - (2) No tin iron or wood bungalow dwelling will be erected or any railway carriage or caravan used as a permanent dwelling on the

Schedule of restrictive covenants continued

property hereby assured

- (3) No building shall be erected on the property hereby assured nearer than fifty feet to the centre of the metalled portion of the Public Highway on which the said property abuts"
- 7 The following are details of the covenants contained in the Conveyance of the land edged and numbered 6, 12 and 13 in blue on the filed plan dated 21 January 1930 referred to in the Charges Register:-

"THE Grantees do hereby covenant with the King's Majesty His Heirs and Successors in manner following (that is to say)

- 1. That the Grantees will not at any time hereafter by dredging or removing materials from the premises the rights or claims whereto of the Crown are hereby relinquished or otherwise howsoever do or continue or cause or permit to be done or continued any act matter or thing whereby or by reason whereof the Channel of Southampton Water or the arms of creeks thereof or the flow of the water therein may be diminished obstructed or rendered less convenient or which may in the reasonable opinion of the Board of Trade be injurious to the banks or shores of Southampton Water arms or creeks or to navigation or the public interest.
- 2. That the Grantees will not without the consent in writing of the Board of Trade in the interests of navigation first obtained which consent shall not be with held unless the proposed building or work shall constitute an obstruction or be a danger to navigation construct on the premises hereby granted any quay pier wharf jetty groyne or other building or work."
- 8 The following are details of the covenants contained in the Conveyance of the land edged and numbered 14 and 15 in blue on the filed plan dated 21 January 1930 referred to in the Charges Register:-

"THE Grantees do hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:

- 1. That the Grantees will not at any time hereafter by dredging or removing materials from the premises the rights or claims whereto of the Crown are hereby relinquished or otherwise howsoever do or continue or cause or permit to be done or contained any act matter or thing whereby or by reason whereof the Channel of Southampton Water or the arms or creeks thereof or the flow of the water therein may be diminished obstructed or rendered less convenient or which may in the reasonable opinion of the Board of Trade be injurious to the banks or shores of Southampton Water arms or creeks or to navigation or the public interest
- 2. That the Grantees will not without the consent in writing of the Board of Trade in the interest of navigation first obtained which consent shall not be with held unless the proposed building or work shall constitute an obstruction or be a danger to navigation construct on the premises hereby granted any quay pier wharf jetty groyne or other building or work."
- 9 The following are details of the covenants contained in the Conveyance dated 6 August 1930 referred to in the Charges Register:-
 - "The Purchaser hereby covenants with the Vendor that she the Purchaser will not do or permit to be done upon the said land or in any building erected or to be erected thereon anything which may be or become a nuisance or annoyance to the Vendor or the neighbourhood"
- The following are details of the covenants contained in the Subsidiary Vesting Deed relating to the land edged and numbered 1 in blue on the filed plan dated 29 September 1936 referred to in the Charges Register:-

"THE Purchaser to the intent and so as to bind as far as practicable the said hereditaments hereinbefore expressed to be hereby conveyed into whosesoever hands the same may come and so as to enure for the benefit and protection of the neighbouring property now forming part of the glebe lands belonging to the said Rectory but not so as to render

Schedule of restrictive covenants continued

the purchaser personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the said hereditaments in respect of which such breach shall occur doth hereby covenant with the Vendor and also by way of separate covenant with the Commissioners in the manner following that is to say

- (1) The Purchaser will not erect or permit to be erected on the land hereby conveyed any buildings other than private dwellinghouse or private dwellinghouses and shops with suitable outbuildings each of the minimum prime cost of Four hundred pounds and will not use or permit to be used any building erected thereon except for the purposes of private dwellinghouses or private dwellinghouses or shops or as a residence of a doctor or a member of one of the other learned professions or as a bona fide social club to which the general public shall not be admitted
- (2) The Purchaser will not do or permit to be done on the said land or in any building to be erected thereon as aforesaid anything which shall or may or may be or grow to be a nuisance damage annoyance or disturbance to the Vendor his tenants or to the neighbourhood and will not permit the sale of wine beer or spirits or other intoxicating liquors on the said land hereby conveyed or in any building for the time being thereon Provided always that in the event of any house or building erected on any part of the said land being used for a club as aforesaid and the necessary licence being obtained from the licensing or other authorities nothing in these presents contained shall be deemed to prohibit the sale of intoxicating liquors to members thereof for consumption in the said club."
- The following are details of the covenants contained in the Subsidiary Vesting Deed relating to the land edged and numbered 2 in blue on the filed plan dated 29 September 1936 referred to in the Charges Register:-

"THE Purchaser to the intent and so as to bind as far as practicable the said hereditaments hereinbefore expressed to be hereby conveyed into whosoever hands the same may come and so as to enure for the benefit and protection of the neighbouring property now forming part of the glebe lands belonging to the said Rectory but not so as to render the Purchaser personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the said hereditaments in respect of which such breach shall occur doth hereby covenant with the Incumbent in manner following that is to say

- (1) The Purchaser will not erect or permit to be erected on the land hereby conveyed any buildings other than private dwellinghouse or private dwellinghouses and shops with suitable outbuildings each of the minimum prime cost of Four hundred pounds and will not use or permit to be used any building erected thereon except for the purposes aforesaid or as a residence of a doctor or a member of one of the other learned professions or as a bona fide social club to which the general public shall not be admitted
- (2) The Purchaser will not do or permit to be done on the said land or in any building to be erected thereon as aforesaid anything which shall or may be or grow to be a nuisance damage annoyance or disturbance to the Incumbent or his tenants or any occupier for the time being of the land coloured pink on the plan drawn hereon or to the neighbourhood and will not permit the sale of wine beer or spirits or other intoxicating liquors on the said land hereby conveyed or in any building for the time being therein Provided always that in the event of any house or building erected on any part of the said land being used for a club as aforesaid and the necessary licence being obtained from the licensing or other authorities nothing in these presents contained shall be deemed to prohibit the sale of intoxicating liquors to members thereof for consumption in the said club."
- 12 The following are details of the covenants contained in the Conveyance dated 30 May 1940 referred to in the Charges Register:-

The Vendor for itself and its successors in title owner or owners for the time being of the said strip of land coloured blue on the said plan or any part thereof and with intent to bind the said strip of land into whosesoever hands the same may come hereby covenants with the Purchaser

95 24 of 29

Schedule of restrictive covenants continued

and his successors in title owner or owners for the time being of the pieces of land hereby conveyed or any part thereof and with intent to benefit such pieces of land and every part thereof that no building or erection shall at any time hereafter be erected upon the said strip of land coloured blue on the said plan Provided that except to the foregoing extent the Vendor and its successors in title shall not be entitled to use the said strip of land in such manner as it or they shall from time to time think fit including (if thought fit) the use thereof as a roadway subject nevertheless and without prejudice to the rights granted to the Purchaser by Clause 1 hereof

NOTE: The land coloured blue referred to is tinted brown on Enlargement Plan No. 2 to this filed plan.

The following are details of the covenants contained in the Conveyance dated 31 December 1984 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefitted or protected and with intent to bind and so far as legally may be itself and its successors in title for the time being of the property or any part thereof into whosesoever hands the same may come the Purchaser hereby covenants with the Board as follows:-

- 2. (i) That there shall not at any time be carried out on any part of the property within a distance of fifty feet of the Board's land and works the creation of or any addition to any buildings or structures or the execution of any works without there previously been submitted detailed plans and sections thereof in triplicate to the Board and the Board's approval thereto having been obtained and without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose
- 2. (ii) The Purchaser shall forthwith erect to the satisfaction of the Board fences of a design to be approved by the Board upon those parts of the boundary between the points shown A-B-C on plan No. 112752 which are not presently fenced to the satisfaction of the Board
- 2. (iii) After completion of the erection of the said fences the Purchaser shall at all times thereafter maintain and repair them and all other fences on the boundary between the property and the Board's adjoining land (including the gate at the points shown marked X on the plan number 112752) (and if necessary renew them) to the satisfaction of the Board
- 2. (iv) The Purchaser shall pay to the Board the reasonable costs of the Board in supervising any of the aforesaid works so far as the Board considers it necessary to do so such costs to be certified to the Purchaser by the Board's Engineer
- 2. (v) Not to install any new drainage works on the property except with a fall away from the Board's adjoining land."

Schedule of notices of leases

COLIC	dale of flotioe	0 01 100000		
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	-	Cadland Park Estate and sewage disposal unit e dated 15 March 1951 refers to the following properties		
	13 Cadland Pari			

- 42 Cadland Park
- 50 Cadland Park
- 41 Cadland Park
- 7 Cadland Park
- 9 Cadland Park

96 25 of 29

Schedule of notices of leases continued

Sched		s of leases continued		
	Registration date and plan ref.	Property description	Date of lease Leand term	essee's title
	46 Cadland Park 15 Cadland Park 14 Cadland Park 17 Cadland Park 23 Cadland Park 4 Cadland Park 16 Cadland Park 24 Cadland Park 21 Cadland Park 25 Cadland Park 26 Cadland Park 27 Cadland Park 28 Cadland Park 29 Cadland Park 20 Cadland Park 21 Cadland Park 22 Cadland Park 23 Cadland Park 24 Cadland Park 25 Cadland Park 26 Cadland Park 27 Cadland Park 28 Cadland Park 29 Cadland Park			
2	13.01.1997 Edged and numbered 4 in yellow	Part of Fawley South Electricity Substation	04.12.1951 99 years from 29.9.1951	НР247057
3	13.01.1997 given	Land works at Charlstown	01.04.1958	none
	edged and numbered 16 in yellow NOTE 1: By a De	Road, Fawley ed dated 17 July 1959 made k imited and (3) Esso Petroleu re varied.	999 years from 25.3.1958 Detween (1) Gemec I Im Company Limited	Limited (2) the terms
	NOTE 2: Copy fi	led		
		ed dated 29 June 1992 made k and (2) Hythe Chemicals Lim ried.		
	NOTE 4: Copy fi	led		
4	13.01.1997 Edged and numbered 10 in yellow	Part of Electricity Substation site at the Oil Refinery, Fawley	17.07.1959 99 years from 1.1.1958	НР750429
	NOTE: The Lease	includes a right of way ove AAA-BBB-CCC-DDD-EEE	er the roadway tint	ted blue
5	13.01.1997 Edged and numbered 10 and 12 in yellow	Part of an Electricity Substation site at the Oil Refinery, Fawley	19.07.1962 99 years from 1.1.1958	нР750429
		is supplemental to the Leas ve	se dated 17 July 19	959
6	13.01.1997 Edged and numbered 13 in yellow	Part of Electricity Substation site at the Oil Refinery, Fawley	17.05.1966 99 years from 1.1.1958	НР750429
	NOTE: The Lease referred to abo	is supplemental to the Leas ve.	se dated 17 July 19	959
7	13.01.1997	Part of Electricity 97	31.10.1967	HP750429

97 26 of 29

Schedule of notices of leases continued Registration date Property description

	and plan ref.		and term	.65566.5 !!!!6			
	Edged and numbered 14 in yellow	Substation site at the Oil Refinery, Fawley	99 years from 1.1.1958				
	NOTE 1: The Lease is supplemental to the Lease dated 17 July 1959 referred to above.						
	between points	se includes rights of way ove: AAA-BBB-FFF-DDD, EEE and III- e right of way over the roadw	JJJ on the tile	plan and a			
8	13.01.1997 Edged and numbered 11 in yellow	Electricity Substation site at Cadland Road, Fawley	17.07.1959 99 years from 1.1.1958	НР750428			
		includes a right of way over GGG-HHH on the title plan.	the roadway tin	ted blue			
9	13.01.1997 Edged and numbered 17 in yellow	Part of foreshore at Fawley	05.06.1968 999 years from 25.3.1958				
		includes an option for the Lioned	essee to determi	ne the term			
10	13.01.1997 Edged and numbered 5 in yellow	Part of Fawley South Electricity Substation	12.09.1983 FROM 12.9.1983 TO 28.9.2050				
	NOTE: This Leas referred to in	e is supplemental to the Leas item 3 above	e dated 4 Decemb	er 1951			
11	13.01.1997 Edged and numbered 15 in yellow	Gas Metering Compound, Cadland Road, Fawley	12.05.1987 100 years from 1.3.1987				
	apparatus in th	se includes the right to lay of the land in this title and a right additional accesses to the compound of	ght of way over	Cadland			
	NOTE 2: The Lea therein mention	se includes mutual options to ed	determine the t	erm as			
12	13.01.1997 Edged and numbered 6 in yellow	Land on North side of New Road, Hardley	06.05.1988 99 years from 24.12.1974	НР355057			
13	13.01.1997 Edged and numbered 7 in yellow	Land on East side of Cadland Road, Fawley,	21.05.1990 50 years from 21.5.1990	нр429186			
14	13.01.1997 Edged and numbered 8 in yellow	Land on North side of New Road, Hardley	12.05.1992 99 years from 24.12.1974	НР452789			
		e is supplemental to the Leas bove	e dated 6 May 19	88 referred			
15	13.01.1997 Edged and numbered 1 in yellow	Ghuznee House, Hart Hill, Frostlane	03.03.1994 50 years from 25.3.1999 to 24.3.2049	нр478394			
	referred to in	e is supplemental to the Leas item 1 above		9 00			
16	13.01.1997 Edged and numbered 9 in	Electricity Substation site to the East of Hart Hill, Frostlane	29.12.1995 99 years from 29.12.1995	НР516698			

Date of lease

Lessee's title

98 27 of 29

Schedule of notices of leases continued

Corro	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	yellow			
17	10.04.2002 edged and numbered 19 in yellow	Gas Valve Compound, Hardley Lane	30.08.2001 99 years from 30.8.2001	НР613137
18	26.09.2002 Edged and numbered 20 (part of) 21 (part of) 22 (part of) and 23 (part of) in yellow	pipeline at the Esso Refinery, Fawley	06.09.2002 99 years from 30.8.2001	HP619911
19	14.03.2003 Edged and numbered 24 in yellow	Land on the south west side of North Avenue	19.02.2003 99 years from 31.12.1999	НР626910
20	01.09.2006 Edged and numbered 30 in yellow	Land and building lying to the south east of Cadland Road	26.06.2006 From 31.3.200 to 30.3.2016	HP677058 6
21	20.10.2006 Edged and numbered 31 in yellow	Land and buildings on the south east side of Cadland Road	25.08.2006 From 25.8.200 to 24.8.2026	HP679181 6
22		Land on the west side of New Road, Hardley, Hythe. ing the subsistence of this lareferred to above takes effective.		dated 6
23	ITEM CANCELLED	on 30 July 2018.		
24	13.08.2012 Edged and numbered 33 in yellow	Land And Buildings At Charleston Road	19.07.2012 From And Including 19.7.2012 to and including 30.9.2028	нр752459
25	16.04.2015 Red broken line between the points marked A-B-C-D-E-F-G- H-J-K-L on Supplementary Plan No. 2	Water pipeline at Cadland Road and Charleston Road	06.03.2014 99 years from 6.3.2014	HP781408
26	16.04.2015 Red broken line between the points marked A-B-C-D-E-F-G- H-J-K-L-M-N-P- Q on Suplementary Plan No. 3	Water pipeline at Cadland Road and Charleston Road	06.03.2014 99 years from 6.3.2014	нр781396
27	16.04.2015 Blue broken line between the points	Water pipeline at South Avenue	06.03.2014 99 years from 6.3.2014	HP781401

99 28 of 29

Schedule of notices of leases continued

	Registration date and plan ref. marked PP-QQ	Property description	Date of lease and term	Lessee's title
28	22.11.2017 Edged and numbered 34 in yellow	Land on the north east side of Charleston Road	10.11.2017 from 18 Augus 2016 and ending on 25 February 2029	

End of register

100 29 of 29



Official copy of register of title

Title number HP528740

Edition date 28.09.2015

- This official copy shows the entries on the register of title on 17 FEB 2022 at 14:22:56.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Feb 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

HAMPSHIRE : NEW FOREST

- 1 (13.01.1997) The Leasehold land shown tinted pink, yellow, blue and mauve on the plan of the above Title filed at the Registry. Short particulars of the land and of the leases under which the land is held are contained in the Property Register Schedule hereto.
- 2 (13.01.1997) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the leases referred to in the Property Register Schedule hereto.
- Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Schedule of short particulars of the land and of the leases under which the land is held

1 Property description: Seabed and structures thereover at the

RefineryTerminal Fawley

Date of lease : 14 March 1951

Parties : (1) The King's Most Excellent Majesty

(2) The Commissioners of Crown Lands(3) Anglo-American Oil Company Limited

Term : 99 years from 5 July 1950

Rent : £390

Plan reference : Tinted pink

NOTE: No copy of the Lease referred to is held by Land Registry.

2 Property description: Seabed and structures thereover at the

RefineryTerminal Fawley

Date of lease : 17 January 1961

101 1 of 2

Schedule of short particulars of the land and of the leases under which the land is held continued

Parties : (1) The Queens Most Excellent Majesty

(2) The Crown Estate Commissioners(3) Esso Petroleum Company Limited

Term : 90 years from 5 July 1959

Rent : £740

Plan reference : Tinted yellow

3 Property description: Seabed and structures thereover at the

RefineryTerminal Fawley

Date of lease : 16 April 1956

Parties : (1) The Queens Most Excellent Majesty (2) The Commissioner of Crown Lands

(3) Esso Petroleum Company Limited

Term : 94 years from 5 July 1955

Rent : £60

Plan reference : Tinted blue

NOTE: No copy of the Lease referred to is held by Land Registry.

4 Property description: Dolphin at the Refinery Terminal, Fawley

Date of lease : 2 December 1968

Parties : (1) The Queen's Most Excellent Majesty
(2) The Crown Estate Commissioners

(2) The Crown Estate Commissioners (3) Esso Petroleum Company Limited

Term : 81 years expiring on 5 July 2049

Rent : £75

Plan reference : Tinted mauve

 ${\tt NOTE:}$ The mines and minerals excepted by the Lease are excluded from

the registration

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (13.01.1997) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey, KT22 8ux.

End of register

102 2 of 2

H.M. LAND REGISTRY

TITLE NUMBER

HP 528740

ORDNANCE SURVEY
PLAN REFERENCE

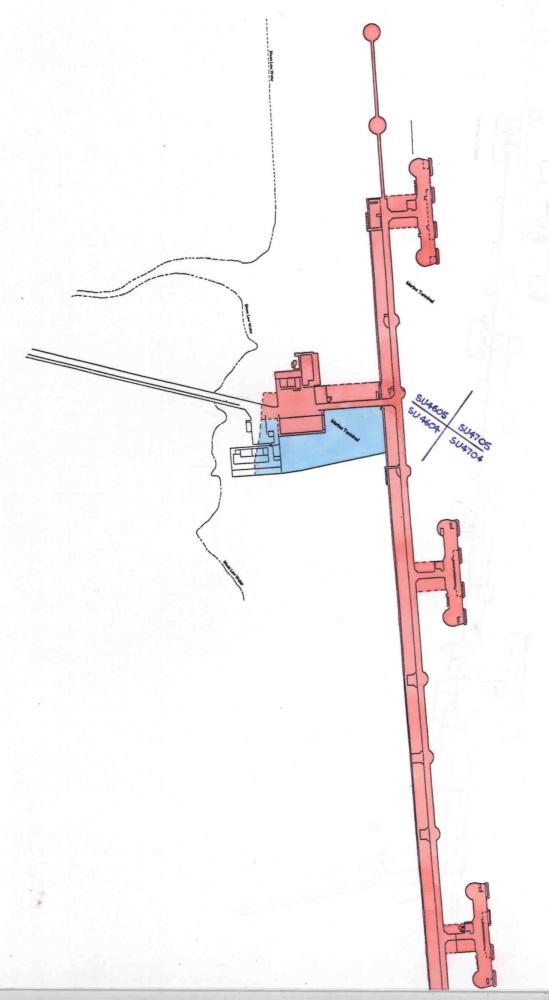
SU4605 SU4604 SU4705 SU4704

1/0500

1/2500

ADMINISTRATIVE AREA: HAMPSHIRE: NEW FOREST

Crown Copyright





Dated: 28 August 1975

ESSO PETROLEUM COMPANY, LIMITED

to

28 August 1975

ESSO CHEMICAL, LIMITED

IE SE

of

Land at Fawley, Hampshire

From: 1 January 1971

Term: 99 years

£130,000.00 per annum (for the first fourteen years) Rent:

THIS LEASE is made the twenty righth day of Assit 1975

BETWEEN ESSO PETROLEUM COMPANY, LIMITED of Victoria Street London S.W.1.

(hereinafter called "the Lessors" which expression shall where the context so admits include the persons deriving title under them) of the one part and ESSO CHEMICAL

LIMITED of Arundel Towers Portland Terrace Southampton (hereinafter called "the

Lessees" which expression shall where the context so admits include the persons

deriving title under them) of the other part

WHEREAS the Lessors are the owners of the Esso Fawley Refinery and adjoining land

(hereinafter collectively called "the Refinery") and have agreed to grant a

Lease of a portion thereof to the Lessees for the purposes of the manufacture of

chemicals and other products derived directly or indirectly therefrom but in

accordance with the provisions of Clause 2(5) set out below (hereinafter called

"the manufacture of chemicals")

NOW THIS DEED WITNESSETH as follows:-

- 1. In consideration of the rent hereinafter reserved and the covenants on the part of the Lessees hereinafter contained the Lessors hereby demise unto the Lessees ALL THOSE seven pieces or parcels of land comprising in the whole 144.715 acres or thereabouts and more particularly delineated on the plan attached hereto and numbered FX 1406 sheet 1 and thereon marked Areas A, B, C, D, E, F and G and coloured pink (hereinafter together called "the Premises") which Areas are delineated in more detail on the plans attached hereto and numbered FX 1406 sheets 2 to 4 and thereon outlined in red TOGETHER WITH full rights of ingress and egress to and from the Premises for the Lessees and all persons authorised by them with or without vehicles in common with the Lessors and all persons authorised by them over and along those roads within the Refinery giving access to the Premises the Lessees paying to the Lessors a fair proportion of the cost of maintenance thereof EXCEPT AND RESERVING to the Lessors and all persons authorised by them but subject to interfering as little as possible with the present and future operations of the Lessees' business on the Premises
 - (i) the free and uninterrupted passage and running of products materials and feedstocks of the Refinery water soil gas electricity and other services to and from the adjoining or neighbouring property of the Lessors over through and along the pipes sewers drains wires and cables which now are or may hereafter during the term hereby granted be in under or upon the Premises with the right for the Lessors to enter upon the Premises upon giving due notice to the Lessees at any time for the purpose of installing repairing cleansing maintaining or renewing the said pipes sewers drains wires and cables subject to the Lessors making

- good all damage caused by such entry except in so far as such entry may be necessitated by any act or default of the Lessees
- (ii) the free and uninterrupted right to install maintain operate renew and replace on the Premises minor items of equipment serving or ancillary to the Refinery including without prejudice to the generality of the foregoing all existing and future pipelines cables wires ducts and equipment connected therewith with the right for the Lessors to enter upon the Premises at any time upon giving due notice to the Lessees for these purposes subject to the Lessors making good all damage caused by such entry except in so far as such entry may be necessitated by any act or default of the Lessees PROVIDED THAT
 - (a) such equipment shall not include any equipment now or hereafter used by the Lessees in or in connection with their operations as manufacturer of chemicals on the Premises and
 - (b) with the exception of the equipment referred to in (a) above, all such equipment shall be and remain the property of the Lessors
- (iii) the right to pass with or without vehicles over and along the roads on the Premises for the purposes of obtaining access to other parts of the Refinery
- (iv) the right to prohibit the Lessees from using the Premises or from gaining access thereto in the event of an emergency within the Refinery which in the reasonable opinion of the Lessors necessitates such action on their part
- (v) the right to alter the means of access to the Premises in the event of constructional development or maintenance work being carried out so as to affect existing access roads to the Premises
- (vi) the right to build upon or otherwise use the land adjoining or near to the Premises or to make additions to or alterations in any building plant or other erections thereon notwithstanding that such buildings additions alterations or user may affect the light and air coming to the Premises or other rights or privileges theretofore enjoyed by or in respect of the same but not to the extent that the manufacture of chemicals by the Lessors on the Premises may thereby be restricted or impeded in any way
- (vii) the right of support and all other easements and rights now or hereafter belonging to or enjoyed by all adjoining or neighbouring land buildings or plant

TO HOLD the Premises unto the Lessees from the 1st day of January 1971 for the term of ninety-nine years paying therefor during the said term the yearly rents hereinafter set out:-

- (a) For the first fourteen years of the said term the rent of £130,000 per annum (hereinafter when specifically referred to called "the first reserved rent")
- (b) For each period of fourteen years following the first fourteen years of the said term a rent to be determined in accordance with the provision in that behalf contained in Clause 3 hereof (hereinafter when specifically referred to called "the reviewed rent")

and the first reserved rent and the reviewed rent shall in all cases be paid by equal quarterly payments in arrear on the usual quarter days in every year without any deduction whatsoever.

- 2. The Lessees hereby covenant for themselves their successors and assigns with the Lessors and their successors and assigns as follows:-
 - (1) To pay the rent at the times and in the manner in which the same is herein reserved and made payable without any deduction
 - (2) To pay and discharge all rates taxes assessments outgoings and impositions whatsoever (whether parliamentary parochial or otherwise) which are now or may at any time hereafter be assessed charged or imposed upon the Premises and all buildings and erections for the time being thereon or on the owner or occupier in respect thereof
 - (3) To pay all charges for services and utilities which may be supplied to
 the Premises with the agreement of the Lessors including but not limited
 to electricity fresh water salt water steam and compressed air
 - (4) (a) that the Lessees being their own insurers shall not be required to enter into any covenant to insure against any loss or damage by fire lightning or explosion
 - (b) that the Lessees being their own insurers shall in the case of the Premises or any part thereof being destroyed or damaged by fire lightning or explosion whilst the Lease remains vested in the Lessors then and so often as destruction or damage as aforesaid shall happen or occur rebuild and reinstate the Premises to the reasonable satisfaction of the Lessors provided that if the Lessees shall fail to rebuild and reinstate the Premises as aforesaid the Lessors may carry out rebuilding and reinstatement of the Premises and recover from the Lessees the actual cost thereof and incidental thereto as money paid for their use.

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- (5) To develop and use:-
 - (a) Areas A to F inclusive of the Premises for the purpose of the manufacture of chemicals and other products derived directly or indirectly therefrom and where any such chemicals are manufactured either in whole or in part from petroleum based feedstocks then (unless otherwise agreed in writing by the Lessors) such feedstocks are to be supplied by the Lessors from the Refinery

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- (b) Area G of the Premises as an administrative office building in connection with the user referred to in sub-clause (a) above
- (6) In the said manufacture of chemicals and for all ancillary purposes requiring the use of fuel products to use only fuel products supplied by the Lessors from the Refinery unless otherwise agreed in writing by the Lessors and on such conditions as may be specified by the Lessors, such agreement not to be unreasonably withheld
- (7) Only to erect on the Premises such installations buildings and other works or to make substantial alterations thereto as may from time to time be required for the purpose of the Lessees' business generally in accordance with the provisions of sub-clause (5) above and which would not restrict by fire hazard or otherwise the reasonable use of or development of the Refinery. For this purpose the Lessees will provide the Lessors with general lay-out plans of any such proposed construction or alteration before proceeding therewith.
- (8) To keep the Premises and all buildings and erections for the time being thereon in good and reasonable repair and condition and to maintain all boundary walls fences and roadways in good order and condition
- (9) If so required at any time by the Lessors to erect along the boundaries of the Premises (or such parts thereof as may be designated by the Lessors) good and substantial fences of a type and material approved by the Lessors
- (10) To obtain at their own expense all licences permissions and approvals necessary for the erection of all future installations buildings and works and for the use of the Premises as hereby authorised and for the installation and user of any equipment from time to time thereon
- (11) Not to assign sub-let or part with possession of the Premises or any part thereof except to a subsidiary company or to a company formed as a result of amalgamation or reconstruction of the Lessees
- (12) Not to erect or display on the Premises or on any buildings erected thereon any advertisements notices or signs without the prior consent of the Lessors except any usual safety directional or identification notices or signs.
- (13) Not to discharge any effluent from the Premises contrary to the regulations of any competent authority or into any effluent discharge facilities provided for the use of the Refinery without the consent of the Lessors such consent not to be unreasonably withheld
- (14) To comply in all respects with the provisions of all statutes and bye-laws from time to time in force and the requirements of any competent authority relating to the Premises or anything done thereon by the Lessees or any other person and to keep indemnified the Lessors against all actions suits and other proceedings claims or demands which may be brought or made by

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reason of such statutes bye-laws or requirements or any default or non-compliance therewith and in particular (but without prejudice to the generality of the foregoing) against all costs charges and expenses incurred by the Lessors in abating a nuisance and executing all such works as may be necessary for abating a nuisance in obedience to a notice served by a competent authority

- (15) To be responsible for and to indemnify the Lessors against all damage occasioned to the Premises or the Refinery or any adjoining property or to any person caused by any negligent act or default of the Lessees or the servants agents licensees or invitees of the Lessees
- (16) To observe and conform to all regulations and restrictions made by the
 Lessors in connection with their management and use of the Refinery
- (17) Not to grant any wayleave right of way or other easement or right over the

 Premises or any part thereof except as may be provided in the Lease and

 to take all practicable steps to prevent any encroachment upon the Premises

 or the acquisition of any new easement or right thereover
- (18) At the expiration or sooner determination of the term hereby granted quietly to yield up the Premises in such good order and condition as aforesaid together with all buildings and erections thereon provided however that should they so wish the Lessees shall be entitled to remove all buildings plant machinery and equipment the Lessees making good all damage caused by such removal
- 3. The reviewed rent (payable by the Lessees during the residue of the said term after the first fourteen years) shall be determined in manner following that is to say it shall be whichever shall be higher of the first reserved rent and the open market rental value of the Premises for each period of fourteen years following the first fourteen years of the said term PROVIDED THAT and it is hereby agreed as follows:-
 - (1) The expression "the open market rental value" means a sum in relation to the period of fourteen years in question determined in manner hereinafter provided as being at the time of such determination the annual rental value of the Premises in the open market on a lease for a term of years equal to the remainder of the term hereby demised with vacant possession at the commencement of the term such lease being on the same terms and conditions other than as to the amount of rent and the length of the term as are herein contained without the payment of any fine or premium and disregarding (if applicable) those matters set out in Paragraphs (a) (b) and (c) of Section 34 of the Landlord and Tenant Act 1954 and in particular all buildings and erections thereon.
 - (2) The said open market rental value shall be determined as follows:-
 - (a) it shall be such sum (to apply to the next following fourteen years)

as shall be specified in a notice in writing by the Lessors to the Lessees not less than six months before the end of any fourteen year period of the term hereby granted or if the Lessors fail to give such notice given not less than six months before the end of any succeeding year of the term hereby granted (in which event the sum specified shall apply to the balance of the next following fourteen years after the preceding fourteen year period) or

- (b) as shall within three months after such notice be agreed between the parties in writing in substitution for the said sum or
- (c) as shall be determined at the election of the Lessees by counter notice in writing to the Lessors not later than three months after the Lessors' said notice by an independent surveyor appointed for that purpose by the parties jointly in writing or on their failure to agree upon such appointment by an independent surveyor appointed for that purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be binding upon the parties.
- 4. The Lessors hereby covenant with the Lessees as follows:-
 - (1) That the Lessees paying the said rent and performing the covenants on their part herein contained shall peaceably hold and enjoy the Premises during the period of the Lease without interruption by the Lessors or any person lawfully claiming under them
 - (2) To permit the Lessees the free and uninterrupted passage and running of products materials and feedstocks water soil gas electricity and other services to and from the Premises over through and along the pipes sewers drains wires and cables which are now or may hereafter during the term hereby granted be in under or upon the Refinery with the right for the Lessees to enter upon the Refinery at any time upon due notice being given to the Lessors for the purposes of repairing cleansing maintaining or renewing the said pipes sewers drains wires and cables subject to the Lessees making good all damage caused by such entry except in so far as such entry may be necessitated by any act or default of the Lessors
 - (3) Subject to such conditions and restrictions as the Lessors may reasonably impose from time to time to permit the Lessees to use such facilities easements and rights as may be enjoyed by the Premises at the date hereof and which exist in over or across the Refinery provided that:-
 - (i) the Lessors may make such reasonable charges from time to time for the enjoyment of such facilities easements and rights in order to compensate them for the cost thereof and the Lessees shall forthwith make payment to the Lessors for any such charges so made unless the

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subject of payment under any separate agreement or arrangement between the parties

(ii) if the Lessors so require any of such facilities easements and rights may be varied or withdrawn at any time on reasonable notice being given to the Lessees and after consultation with the Lessees with a view to enable the Lessees to make any suitable alternative arrangements as may be necessary for their purposes

5. It is hereby agreed:-

- (i) The parties hereto shall provide and grant to each other such facilities services and easements for the proper development on the part of the Lessees of the Premises and on the part of the Lessors of the Refinery as may be agreed between them from time to time the party or parties receiving benefit paying the costs thereof proportionately
- (ii) If the rent hereby reserved or any part thereof shall be in arrear and unpaid for twenty-eight days after the same shall become due (whether formally or legally demanded or not) or if the Lessees shall at any time fail or neglect to perform and observe any of the covenants and conditions herein contained and on their part to be performed and observed and fail to remedy same within a reasonable time after having been given written notice thereof by the Lessors or if the Lessees shall be wound up whether voluntarily or compulsorily otherwise than for the purposes of amalgamation or reconstruction then and in such case the Lessors may at any time thereafter re-enter upon the Premises or any part thereof in the name of the whole and thenceforth hold and enjoy the same as if the Lease had not been granted but without prejudice to any right of action or remedy of the Lessors for any antecedent breach of covenant by the Lessees provided always that in the event of any change in the present legal or beneficial ownership of either party from that of Exxon Corporation or any associate or subsidiary company thereof then the party unaffected thereby shall have the right to terminate the Lease immediately but without prejudice to any right of action or remedy of either party then accrued for any antecedent breach of covenant
- (iii) Without prejudice to the provisions of sub-clause (ii) above and the generality thereof if the Lessees shall at any time fail to use any part of the Premises for the purposes as set out in Clause 2(5) hereof then and in such case the Lessors may at any time thereafter re-enter upon the part of the Premises not so used and thenceforth hold and enjoy the same as if (in respect of that part) the Lease had not been granted but without prejudice to any right of action or remedy of the Lessors for any antecedent breach of covenant by the Lessees whereon and in any such case

an appropriate reduction will be made to the rental then being paid for the remaining Premises such reduction of rental to be related to the proportion that the area of the Premises so re-entered bears to the total area of the Premises that were in the occupation of the Lessees immediately prior thereto PROVIDED ALWAYS that in the event of any of the Areas (other than Area G) or a substantial part thereof being the subject of the Lessors rights under this Clause then:-

- (a) The Lessees shall give the Lessors not less than six months' written notice of their intention to cease using for the purpose of the manufacture of chemicals the whole of any such Area or part thereof.
- (b) If so required by the Lessors after the Lessors have received the Lessees' notice and given to the Lessees such period of notice in writing as may be reasonable at that time in the interests of both parties the Lessees shall demolish the facilities to ground level in the whole of that Area or part thereof by the end of the period of notice in question. As and when the Lessors wish to use such Area or the said part thereof for further Refinery development then they shall give further notice in writing in reasonable time to the Lessees requiring clearance of any underground facilities then remaining in the said Area.
- (c) The Lessors shall within such period of receiving the Lessees' notice under paragraph (a) above as may be reasonable at that time to both parties have the option of notifying the Lessees of their desire to purchase any facilities on that Area or that part thereof which the Lessees propose to cease using for the manufacture of chemicals and thereupon the parties shall agree the price to be paid for such facilities and upon the exercise by the Lessors of their right of re-entry the agreed purchase price shall be paid and the property and the facilities shall pass to the Lessors.
- (d) If the Lessors wish to exercise their rights of re-entry under this sub-clause they shall give not less than one month's notice in writing to the Lessees of their intention so to do and prior to the expiration of such notice all the terms covenants and conditions of this Lease shall remain applicable to the whole of the Area or the part thereof concerned with the exception of the said covenant by the Lessees as to the user thereof.
- (e) In the event of the Lessors exercising their rights of re-entry under this sub-clause on part only of any such Area then any facilities belonging to the Lessees which in the opinion of the Lessees are necessary for the Lessees' operations may at any time thereafter be relocated by the Lessors at the Lessors' expense onto such part of the

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- (iv) Notwithstanding anything herein contained the Lessors shall not be liable to the Lessees nor shall the Lessees have any claim against the Lessors in respect of any interruption in any of the facilities services rights or easements hereinbefore mentioned by reasons of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof or by reason of mechanical or other defect or breakdown or shortage of fuel materials or labour howsoever caused other than by the neglect or default of the Lessors their servants agents licensees or invitees
- (v) The parties shall maintain good operating standards on their separate properties to minimise the risk of fire or damage to the Premises the Refinery or to adjoining property
- (vi) Neither party shall do nor allow to be done on the Premises or the Refinery (as the case may be) any act or thing which may by noise light odour smoke vibration fumes or otherwise cause damage annoyance or inconvenience to the Premises or the Refinery (as the case may be) or to neighbouring property.

IN WITNESS whereof the parties to these presents have caused their respective Common Seals to be hereunto affixed the day and year first above written.

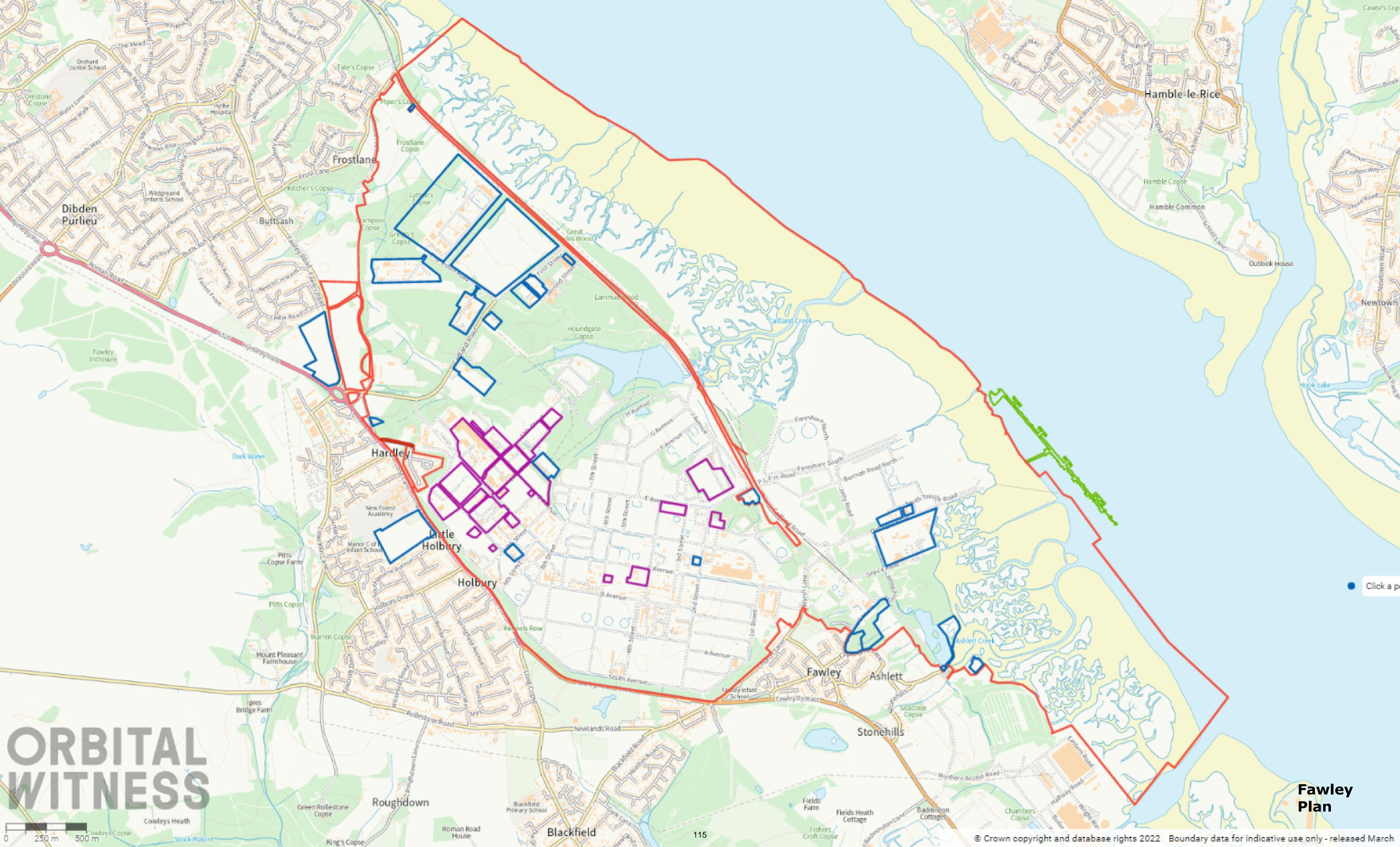
The COMMON SEAL of ESSO PETROLEUM COMPANY, LIMITED was hereunto affixed in the presence of:

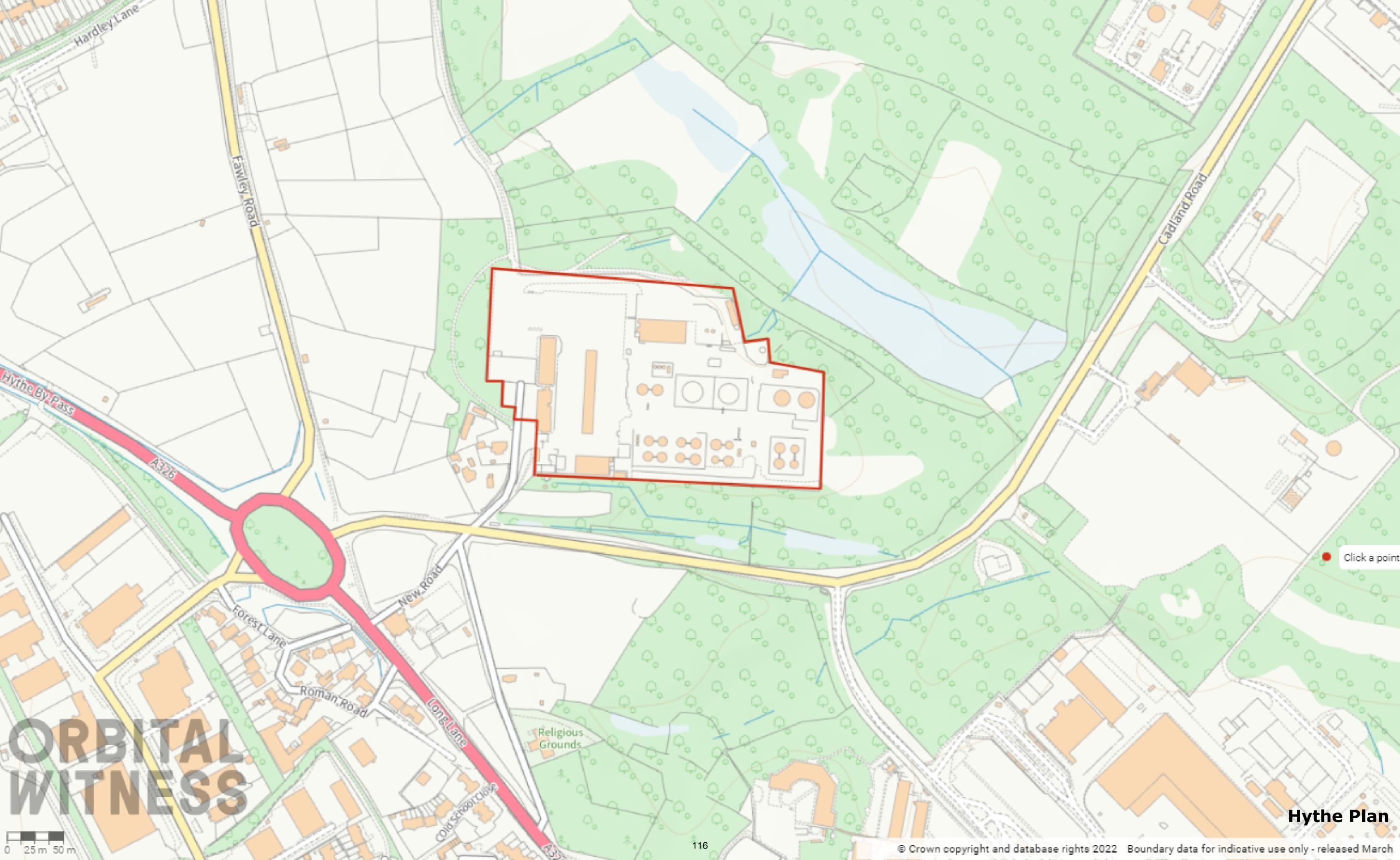
William Barnes Director

ASSI Secretary

The COMMON SEAL OF ESSO CHEMICAL LIMITED was hereunto affixed in the presence of:











IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

SSW3

This is the exhibit marked **"SSW3"** referred to in the First Witness Statement of Stuart Sherbrooke Wortley.



Official copy of register of title

Title number BL105954

Edition date 14.02.2011

This official copy shows the entries on the register of title on 10 JUN 2019 at 08:20:13.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 10 Jun 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

CITY OF BRISTOL

- 1 (09.04.2008) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land and buildings on the north west side of St Andrews Road, Avonmouth, Bristol.
- 2 (09.04.2008) The mines and minerals together with ancillary powers of working excepted by the lease are excluded from this registration.
- 3 (09.04.2008) Short particulars of the lease(s) (or under-lease(s))
 under which the land is held:

Date : 22 January 2008

Term : 15 years from and including 2 January 2007

Parties : (1) First Corporate Shipping Limited (2) Esso Petroleum Company Limited

- 4 (09.04.2008) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 (09.04.2008) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 6 (09.04.2008) The landlord's title is registered.
- 7 (09.04.2008) The title to the lease is, during the subsistence of the charge dated 23 December 1997 in favour of The Governor And Company Of The Bank Of Ireland affecting the landlord's title (and, to the extent permitted by law, any charge replacing or varying this charge or any further charge in respect of all or part of the sum secured by this charge), subject to any rights that may have arisen by reason of the absence of chargee's consent, unless the lease is authorised by section 99 of the Law of Property Act 1925.

120 1 of 2

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (09.04.2008) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (09.04.2008) Part of the land is affected by the right to maintain therein and use, in accordance with the provisions of section 12 of the Requisitioned Land and War Works Act 1948, a government oil pipeline and works accessory thereto.
- 2 (09.04.2008) The land is subject to a perpetual yearly rentcharge of f320 created by a Conveyance of the freehold estate therein and other land dated 9 March 1927 made between (1) Philip Napier Miles and (2) The Lord Mayor Aldermen and Burgesses of the City of Bristol.

The said Deed also contains covenants.

¬NOTE: Copy filed under AV213516.

3 (09.04.2008) The land is subject from 22 March 1950 to 1 January 2048 to the rights granted by a Deed dated 30 June 1951 made between (1) The Lord Mayor Aldermen and Burgesses of the City of Bristol and (2) Philblack Limited

NOTE 1: The terms of this Deed have been varied by an Agreement dated $24~\mathrm{July}~1980$ made between (1) The City Council of Bristol and (2) Sevalco Limited

¬NOTE 2: Copy filed under AV213511.

¬NOTE 3: Copy Agreement filed under AV213516.

4 (09.04.2008) The land is subject to the agreement provisions, declarations and covenants relating to the laying, maintaining, repairing, renewing inspecting and removing of six inch diameter pipes in the position indicated by a blue broken line between points C and D on the title plan for the supply of petroleum white products and such other commodities therein referred to contained in a Deed dated 15 May 1979 made between (1) The City Council of Bristol and (2) Esso Petroleum Company Limited.

¬NOTE: Copy filed under AV213515.

(09.04.2008) The land is subject to the agreements, provisions, declarations and covenants relating to the laying maintaining repairing renewing inspecting and removing of six inch diameter sites in the position indicated by a blue broken line between points C and D on the title plan for the supply of petroleum white products and such other commodities therein referred to contained in a Deed dated 27 July 2007 made between (1) The City Council of Bristol and (2) First Corporate Shipping Limited.

¬NOTE:-Copy filed.

End of register

121 2 of 2

These are the notes referred to on the following official copy

Title Number BL105954

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

This is an edited information document as defined in rule 131, Land Registration Rules 2003 (LRR 2003). Some of the information in the original document has been omitted, because it is considered to be prejudicial information. The original document has been designated as an exempt information document, following an application under r. 136 LRR 2003.

If this official copy of the edited information document is not sufficient for your purposes, you may apply under r.137, LRR 2003 for an official copy of the full document by completing form EX2 and sending it to the HM Land Registry office that deals with the title. Notice is usually served on the person who applied to designate the document as an exempt information document. Further information is contained in *Practice Guide 57 Exempting documents from the general right to inspect and copy*, which is available from any HM Land Registry office or website www.gov.uk/land-registry.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

THE BRISTOL PORT COMPANY

DATED 22 January 2008



UNDERLEASE

TO

ESSO PETROLEUM COMPANY, LIMITED

OF

approximately 28.9 acres at Holesmouth, Avonmouth, Bristol

Landlord's title numbers: AV211951, AV213515, AV213516, AV213517, AV213518, AV245877 and AV245878

prejudicize information intima the meaning of rule 131, land Registration Rules 2003



1 DEFINITIONS AND INTERPRETATION	1
2 LEASE	5
3 TENANT'S COVENANTS	5
3.1 Rent	5
	5
3.2 Outgoings	6
3.3 Maintenance and repair	6
3.4 Alterations	
3.5 Conducting Media	7
3.6 Signs	7
3.7 Statutory requirements	8
3.8 Planning	8
3.9 User	8
3.10 Insurance	9
3.11 Nuisance	9
3.12 Pollution	10
3.13 Encroachment	10
3.14 Support	10
3.15 Notices	10
3.16 Superior title	10
3.17 Assignment and underletting	11
3.18 Registration of dealings	13
3.19 Applications for consent	14
3.20 To yield up	14
3.21 Costs	15
3.22 Indemnity	15
3.23 Interest	16
	16
3.24 Regulations	16
3.25 Exempt information document	16
3.26 Dues and guaranteed due	
3.27 Landlord's entry on to Premises	18
3.28 Excavations	19
3.29 Removal of fixtures	19
3.30 Goods in transit	19
3.31 Embankments to prevent leakage	19
3.32 Fire extinguishing apparatus	20
3.33 Provision of services	20
3.34 Works to pipelines, etc	20
4 LANDLORD'S COVENANTS	20
4.1 Quiet enjoyment	21
4.2 Headlease	21
4.3 Sea wall	21
5 PROVISOS, AGREEMENTS AND DECLARATIONS	21
5.1 Re-entry	21
5.2 No implied rights	22
5.3 Exclusion of warranty as to permitted use	22
5.4 Fossils etc.	22
5.5 Value added tax	22
	22
5.6 Determination of disputes	23
5.7 Compensation	
5.8 No waiver	23
5.9 Notices	23
5.10 Variations	23
5.11 Severability	23
5.12 Third Party Rights	23
5.13 Capacity	23
5.14 Determination	24

5.15 Pipelines, etc	24
5.16 Tenant's break option	24
SCHEDULE 1 (Rights granted)	25
SCHEDULE 2 (Reservations and exceptions)	31
SCHEDULE 3 (Rent review)	32
SCHEDULE 4 (Authorised Guarantee Agreement)	34
SCHEDULE 5 (Tenant's Fixtures and Fittings)	36

LEASE PARTICULARS

Land Registry prescribed particulars					
LR1	Date of lease	:	22 January 2008		
LR2	Title number(s)				
LR2.1	Landlord's title number(s)	:	AV211951, AV213515, AV213516, AV213517, AV213518, AV245877, AV245878		
LR2.2	Other title numbers	:	BL61419		
LR3	Parties to this lease				
	Landlord	:	FIRST CORPORATE SHIPPING LIMITED (trading as The Bristol Port Company) (Company registration number 2542406) whose registered office is at 4 More London Riverside, London SE1 2AU		
	Tenant	:	ESSO PETROLEUM COMPANY, LIMITED (Company registration number 26538) whose registered office is at ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX		
	Surety	:	None		
LR4	Property	;	land at Holesmouth, Avonmouth, Bristol as more particularly described in the definition of "Premises" in clause 1.1 (referred to elsewhere in this lease as "Premises")		
			In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail		
LR5	Prescribed statements etc	:	Not applicable		
LR6	Term for which the property is leased	:	15 years from and including 2 January 2007		
LR7	Premium	Ξ	None		
LR8	Prohibitions or restrictions on disposing of this lease	:	This lease contains a provision that prohibits or restricts dispositions.		

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LR9 LR9.1	Rights of acquisition etc Tenant's contractual right to renew this lease, to acquire the reversion or another lease of the Property or to acquire an interest in other land		None
LR9.2	Tenant's covenant to (or offer to) surrender this lease	:	None
LR9.3	Landlord's contractual rights to acquire this lease	:	None
LR10	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	:	None
LR11	Easements		
LR11.1	Easements granted by this lease for the benefit of the Property	:	As set out in schedule 1
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	:	As set out in schedule 2
LR12	Estate rentcharge burdening the Property	:	None .

UNDERLEASE

Dated: 22 January 2008

BETWEEN:

(1) FIRST CORPORATE SHIPPING LIMITED (trading as The Bristol Port Company) having its registered office at 4 More London Riverside, London SE1 2AU and incorporated under the laws of England and Wales with registered number 2542406 (the "Landlord"); and

(2) ESSO PETROLEUM COMPANY, LIMITED having its registered office at ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX and incorporated under the laws of England and Wales with registered number 26538 (the "Tenant").

1 DEFINITIONS AND INTERPRETATION

In this Lease, unless inconsistent with the context or otherwise specified:

1.1 the following expressions have the following meanings:

"Authorised Guarantee

Agreement"

a deed in the form of schedule 4;

"Authorised Use"

use for the trade or business of merchants, importers, exporters, distributors, manufacturers, refiners, wharfingers, warehousemen and wholesale dealers in petroleum (as defined in section 23 of the Petroleum (Consolidation) Act 1928) petroleum spirit and other oils and fuels

and/or their constituent parts;

"Conducting Media"

all gas, oil and water pipes, water tanks, cisterns, drains, sewers, watercourses, pumps, electric and communication wires and cables, ducts, conduits, governors, transformers, meters and any other service media (whether for drainage, gas, oil, water, electricity, telephone, television, data and information transmission or any other service) now or at any time on or serving any part of the Port Land or the Retained Land including for the avoidance of doubt, the Pipelines;

"Contractual Demise"

the term of years stated in panel LR6 of the Land Registry prescribed particulars at the

head of this Lease;

"Disclosed Headlease"

recitals (1) and (2) in, clauses 1 to 5 (inclusive) of and the First, Second and Sixth Schedules to the Headlease only, as clarified by the deed dated 27 July 2007 made between Bristol City Council (1) and First

Corporate Shipping Limited (2);

"Emergency Plans"

such plans of the Premises and fixtures and fittings from time to time on the Premises as the Tenant shall from time to time be required by statute or regulation to provide for the emergency services at such of the Gates as is for the time being the primary access gate for vehicles:

"Existing Pipelines"

the underground and above ground pipes for passing petroleum and petroleum spirit and

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other oils and fuels and their constituent parts shown coloured blue and pink on the Plans [and] including on the Port Land, without limitation, pumps, instrumentation, surge tanks, filling along the foreshore of the Severn estuary and supports (including as they may be renewed

from time to time pursuant to the rights

granted in schedule 1);

"Enactment"

(1) any and every present or future Act of Parliament and (2) any and every present or future order, regulation and bye-law made under or in pursuance of any such Act or by a court and (3) any notices, permissions or directions given or served under or pursuant to any such Act, order,

regulation or bye-law;

"Gates"

the gates in the locations respectively marked

'Emergency Access 1', 'Emergency Access 2', 'Emergency Access 3', 'Pedestrian Gate 4' and 'Pedestrian Gate 5' on the Plantor such of

them as the context requires;

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a member of the same group of companies as

the Tenant (within the meaning of section 42

of the Landlord and Tenant Act 1954);

"Headlease"

"Group Company"

a lease of the Premises (and other land and premises) dated 27 August 1991 and made between the City Council of Bristol (1) and the Landlord (2) as clarified by the deed dated 27 July 2007 made between Bristol City Council

(1) and First Corporate Shiping Limited (2) wherever the context permits;

"Insured Risks"

fire, lightning, storm, tempest, explosion,

flood, impact, subsidence, earthquake and heave, aircraft and items dropped from

aircraft;

"Interest Rate"

three percent per annum above the base

lending rate of HSBC Bank plc from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Landlord may in writing

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"Plan 2": the plan arrexed and numbered 39201E L1;
"Plan 2": the plan arrexed and numbered 39201E L2;
"Plan 3": the plan arrexed and numbered 39201E L3;

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reasonably specify having regard to then

current interest rates:

"this Lease"

this underlease and (where the context permits) any document which is supplemental to it or which is expressed to be collateral with it or which is entered into pursuant to or in

accordance with its terms;

"Parties"

the Landlord and the Tenant; and "Party"

means any of them;

"Pipelines"

the Existing Pipelines and all further pipelines and ancillary works and equipment (including, without limitation, pumps, instrumentation and surge tanks and supports) installed pursuant

to the rights granted in schedule 1;

"Plan"

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the plan annexed;

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"Planning Acts"

the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the

Planning and Compensation Act 1991;

"Port Land"

all the land and premises which at the date of the Headlease were in the freehold ownership of the Superior Landlord and known as part of the Port of Bristol, comprising the Royal Portbury, Avonmouth and Royal Edward Docks and neighbouring industrial and storage sites, which are for identification only shown coloured red, blue and yellow on the

plans referred to in the Headlease; plans referred to in the Headlease; plans referred to in the Headlease;

"Premises"

all the land and premises at Holesmouth, Avonmouth and shown coloured red on the the Do Plan together with all Landlord's fixtures and fittings and all additions, alterations and improvements to that land and premises which may be carried out during the Term

excepting always Tenant's fixtures and fittings;

"Quarter Days"

25 March, 24 June, 29 September and 21

December in each year;

"Retained Land"

the Retained Land of the Superior Landlord

as defined in the Headlease:

"Superior Landlord"

the person(s) for the time being expectant in

reversion on the term created by the

Headlease;

"Surveyor"

any person (including an employee of the

Landlord) acting from time to time as the

Page

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Landlord's surveyor for any purpose under this Lease and who shall be a Member or Fellow of the Royal Institution of Chartered Surveyors or of the Incorporated Society of Valuers and Auctioneers with a minimum of five years experience in dealing with the type of matter which may be referred to him;

"Term"

the Contractual Demise and any period of holding over, continuation or extension whether by statute or otherwise;

"VAT" :

tax on the supply of goods or services in the United Kingdom (including anything treated as such a supply) and on the importation of goods into the United Kingdom (as referred to in the Value Added Tax Act 1994) or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time and any related penalties or fines:

- the expression "Landlord" includes the person for the time being entitled to the reversion immediately expectant on the end of the Term and the expression "Tenant" includes the Tenant's successors in title and assigns;
- 1.3 the expression "Premises" includes any part or parts of the Premises;
- references to the "end of the Term" include the expiration of the Term and its sooner termination (however occurring).
- 1.5 references to clauses and schedules are to clauses of and the schedules to this Lease;
- 1.6 words importing gender include any gender;
- 1.7 where the Tenant is more than one person, the covenants given by the Tenant are joint and several covenants;
- 1.8 references to persons include bodies corporate, firms, industrial and provident societies and unincorporated associations;
- 1.9 the singular includes the plural and vice versa;
- 1.10 clause and schedule headings are included for the convenience of the Parties only and do not affect its interpretation;
- 1.11 references to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it and any notice or direction given or served under or pursuant to that statute, statutory instrument or regulation;
- 1.12 any negative covenant by the Tenant includes (without limitation) a covenant not to permit and to use reasonable endeavours not to suffer the act or thing in question and any positive covenant by the Tenant includes (without limitation) a covenant to use its reasonable endeavours to procure that the act or thing in question is done;

- 1.13 reference to any right exercisable by the Landlord or by the Tenant includes (where appropriate) the exercise of that right:
 - 1.13.1 (in the first case) by the Superior Landlord and all persons authorised by the Superior Landlord; and
 - 1.13.2 (in both cases) in common with the Landlord, the Superior Landlord and all other persons having a like right or to whom that right may be granted; and
- 1.14 reference to any consent or approval of or required from the Landlord:
 - 1.14.1 includes the consent or approval of or from the Superior Landlord where that consent would be required under the Disclosed Headlease as at the date of this Lease, but nothing in this Lease imposes (or indicates that there is imposed) on the Superior Landlord any obligation not unreasonably to refuse any consent or approval except where this is stated to be the case under the Disclosed Headlease as at the date of this Lease; and
 - 1.14.2 means the prior written consent or approval (as appropriate) of the Landlord.
- 1.15 The Surveyor shall act reasonably in making any determination (including whether to grant or withhold any consent or approval) under this Lease
- 1.16 The expression "Tenant's fixtures and fittings" includes (without limitation) those items listed in Schedule 5 whether in the nature of fixtures fittings or chattels.

2 LEASE

In consideration of the rents reserved and the Tenant's covenants set out below the Landlord LETS the Premises to the Tenant for the Contractual Demise (subject to the provisions for termination appearing below) TOGETHER WITH the rights set out in schedule 1 but EXCEPTING AND RESERVING to the Landlord the rights and matters set out in schedule 2 SUBJECT to the matters (other than financial charges) in the charges register to title numbers AV245877, AV245878, AV211951, AV213515, AV213516, AV213517, AV213518 and BL61419 at the date of this Lease so far as they still subsist and affect the Premises the Tenant PAYING to the Landlord yearly during the Term (and proportionately for any part of a year) a YEARLY RENT of

or such other yearly rent as shall be determined in accordance with schedule 3. This rent shall be paid clear of all deductions, counterclaims or set-offs whatsoever (except as may be required by statute or arise from breach of Landlord's covenant contained in this Lease) by equal quarterly payments in advance on or before the Quarter Days in every year. The first payment of this rent for the period from 2 January 2007 to 24 March 2008 (both dates being inclusive) shall be made on the date of this Lease.

3 TENANT'S COVENANTS

The Tenant covenants with the Landlord throughout the Term as follows.

3.1 **Rent**

To pay the reserved rents at the times and in the manner set out in clause 2.

3.2 Outgoings

3.2.1 To pay and discharge to the relevant authorities or (if no direct assessment is made on the Premises) to pay to the Landlord on demand a due proportion (to

be determined by the Surveyor, whose decision shall bind the Tenant) of all rates, taxes, outgoings and impositions whatsoever of whatever kind payable in respect of the Premises by the owner or occupier other than any payable by the Landlord in respect of the grant of this Lease, the receipt of rents under this Lease, any dealing with its reversionary interest or any fines or other impositions imposed on the Landlord (including, without limitation, any fines or other impositions imposed pursuant to the Environmental Protection Act 1990) as a result of the act or default of the Landlord except to the extent the fine or imposition results from any act or default of the Tenant.

- 3.2.2 To indemnify and keep the Landlord indemnified against all liabilities for non-payment for drainage, water, gas, electricity, telephone communications and any other services or amenities of a like nature used by or available to the Premises (including all standing charges) or breach, non-observance or non-performance of present and future regulations and requirements of the statutory supply authorities relating thereto.
- 3.2.3 If water, gas, electricity or any other service is supplied to the Premises by the Landlord and/or through the Landlord's distribution system, to enter into and comply with supply agreements in the form required by the Landlord in respect of each such supply, but it is agreed that the Landlord shall not be under any obligation or liability whatsoever to provide all or any of these supplies or services to the Premises or otherwise for the use of the Tenant and the Tenant shall not be under any obligation or liability whatsoever to accept or contract for such a supply it does not require.

3.3 Maintenance and repair

- 3.3.1 To keep the Premises and the Pipelines (and their appurtenances and all fixtures and fittings) in good and substantial repair and condition and in a clean, tidy and safe condition.
- 3.3.2 To the reasonable satisfaction of the Landlord to repair and maintain the roadway shown coloured green on the Plantand the ramped crossings and concrete platforms indicated on the Planta. 2
- 3.3.3 To permit the Landlord and all those authorised by it at reasonable hours in the daytime on reasonable notice to view the condition of the Premises and following such inspection to repair and make good at its own expense any defects or breaches of covenant which the Landlord has identified and notified in writing to the Tenant within three calendar months of its receipt (or as soon as reasonably practicable in case of emergency).

3.4 Alterations

- 3.4.1 Not to make any material structural or external alteration or addition in or to the Premises:
 - (a) (other than by the placing, affixing or removal of the Tenant's fixtures and fittings or pursuant to clause 3.20) without the Landlord's consent (such consent not to be unreasonably withheld or delayed); and
 - (b) in any such case and except in case of emergency, without first having provided to the Landlord and received the Landlord's approval (such approval not to be unreasonably withheld or delayed) of the Tenant's proposed methodology for the carrying out of such works.

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- 3.4.2 To submit to the Landlord for the purpose of obtaining any consent required under clause 3.4.1 such plans, elevations and/or sections as the Landlord may reasonably require.
- 3.4.3 To provide the Landlord with copies of all Emergency Plans from time to time applicable (which obligation shall include, for the avoidance of doubt, the prompt provision to the Landlord of any updates or revisions to such Emergency Plans).
- 3.4.4 Except to the extent already provided, to provide the Landlord with as built plans, elevations and/or sections within 56 days of completion of all material alterations or additions to the Premises.
- 3.4.5 Not to make an application to the local planning authority as defined by the Planning Acts for any necessary permission to make an alteration or addition for which consent is required under clause 3.4.1 without the Landlord's consent under clause 3.4.1 and to give the Landlord written notice of such permission (if granted) within seven days of the receipt from the local planning authority and also at all times to indemnify and keep indemnified the Landlord against all proceedings, costs, expenses, claims and demands whatsoever in respect of any such application and if the Tenant proceeds with that alteration or addition to carry out any such alteration or addition in accordance with that permission and to the reasonable satisfaction in all respects of the Landlord.
- 3.4.6 For the avoidance of doubt references in this clause 3.4 to additions or alterations to the Premises do not include additions, alterations or removal of Tenant's fixtures or fittings.

3.5 Conducting Media

- 3.5.1 Not to use the Premises for any purpose nor do any act or thing (whether on the Premises or in the exercise of any rights granted by this Lease in a manner which may endanger, damage, obstruct or (where applicable) interfere with the free passage of services through or impede or hinder in any way whatsoever the reasonable use by any person of any Conducting Media having regard to the rights granted by this Lease.
- 3.5.2 Without prejudice to the generality of clause 3.5.1, not to stop up, dam or divert any of the sewers or drains of the Landlord or the rhines or watercourses on Avonmouth Docks or the Landlord's land at Chittening and not to permit any oil, grease, solid or semi-solid matter (whether in suspension liquid or otherwise) or any inflammable or explosive substance or any matter likely to cause obstruction to enter such drains, sewers, rhines or watercourses and to employ such plant for treating any deleterious effluent emanating from the Premises before permitting its entry into such drains, rhines, watercourses or sewers as may be reasonably required by the Landlord from time to time in accordance with the best modern practice.

3.6 Signs

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Not to erect or install any hanging or projecting sign, or any other sign, advertisement, bill poster, or other form of advertising on the Premises so as to be visible from outside the Premises except for the purpose of displaying in a manner to be approved by the Landlord (such consent not to be unreasonably withheld or delayed) the name and business of the Tenant Provided that erection or installation of safety directional and other operational signs related to the Authorised Use of the Premises or the exercise of rights granted by this Lease shall not be prohibited by this clause or require approval by the Landlord.

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3.7 Statutory requirements

- 3.7.1 (Subject to clause 3.7.2) to comply in all respects with the provisions and requirements of every Enactment so far as it relates to or affects the Premises or their use, any works additions or improvements to the Premises or the employment at the Premises of any person and to execute all works and provide and maintain all arrangements and make all payments which may be required of the Tenant pursuant to any such Enactment during the Term
- 3.7.2 The Tenant shall not be required by virtue of clause 3.7.1(a) to make any payment in respect of any fines or other impositions imposed on the Landlord (including, without limitation, any fines or other impositions imposed pursuant to the Environmental Protection Act 1990) as a result of the act or default of the Landlord or (b) to comply with any obligation imposed upon the Landlord pursuant to the Environmental Protection Act 1990 unless the Landlord undertakes to reimburse the reasonable and proper costs of compliance but in both cases this clause 3.7.2 shall not apply to the extent the fine, imposition or obligation results from any act or default of the Tenant.

3.8 Planning

- 3.8.1 Not to make any application for planning permission relating to the Premises or their use except in accordance with clause 3.4.5 or without first having given to the Landlord at least 7 days prior written notice of that application accompanied by a copy of the application.
- 3.8.2 Unless the Landlord otherwise directs in writing, to carry out before the end of the Term any works which are, as a condition of any planning permission relating to the Premises which has been implemented in whole or in part, stipulated to be carried out to the Premises by a date subsequent to the end of the Term.
- 3.8.3 Not to make any objection to any planning application or other application for consent for development connected with the operation of the Port of Bristol made by or on behalf the Landlord or to which the Landlord may consent unless the Tenant (acting reasonably) considers such development would adversely affect the Tenant's ability to comply with applicable statutory or regulatory requirements in relation to the Premises, the Authorised Use of the Premises or the exercise of rights granted by this Lease.
- 3.8.4 Not to do or permit and to use reasonable endeavours not to suffer to be done in, on or in respect of the Premises any act matter or thing required by the Planning Acts to be omitted nor to omit or permit and to use reasonable endeavours not to suffer to be omitted any act matter or thing required by the Planning Acts to be done on or in respect of the Premises and not to contravene the provisions of the Planning Acts or any of them in respect of the Premises and at all times after the date of this Lease to indemnify and keep indemnified the Landlord from and against all actions, proceedings, costs, expenses, claims and demands in respect of or arising directly or indirectly in any way out of any such act matter or thing contravening the provisions of the Planning Acts during the Term.

3.9 User

- 3.9.1 Not to use the Premises for any illegal purpose.
- 3.9.2 Not to use the Premises otherwise than for the Authorised Use without the consent of the Landlord.

3.9.3 Not to hold or permit and to use reasonable endeavours not to suffer to be held any sale by auction on the Premises.

3.10 Insurance

- 3.10.1 To comply with all requirements and recommendations of insurers and the fire authority in relation to the Premises and keep the Premises supplied with such fire fighting equipment as insurers and the fire authority may require and maintain the same to their satisfaction.
- 3.10.2 To insure and keep insured the Premises and the Pipelines on the Port Land with insurers or underwriters of repute against loss or damage by the Insured Risks for such amount as may reasonably represent the full reinstatement cost from time to time (including the costs of demolition and site clearance, VAT, architects', engineers', surveyors' and other professional fees) and for not less than seventy-five (75) million pounds against public and occupiers liability.
- 3.10.3 To pay all premiums necessary to effect and maintain such insurance and to procure that the interests of the Landlord and the Superior Landlord are noted on the policy and to produce to the Landlord within seven days of demand (but not more than once in any year) a copy of the insurance policy and the receipt for the premium for the current year.
- 3.10.4 If the Tenant shall at any time fail to keep the Premises and/or the Pipelines on the Port Land insured in accordance with the provisions of this Lease the Landlord may (but for the avoidance of doubt shall not be obliged to do so) do all things necessary to effect or maintain such insurance and any monies expended by the Landlord for that purpose shall be repayable by the Tenant on demand and be recoverable forthwith by them.
- 3.10.5 If the Tenant (meaning for the purpose of this clause 3.10.5 Esso Petroleum Company, Limited (as original tenant) or a Group Company of Esso Petroleum Company, Limited only) shall self-insure then clauses 3.10.2 to 3.10.4 (inclusive) shall not apply.
- 3.10.6 The Tenant (which for the purpose of this clause 3.10.6 does not include Esso Petroleum Company, Limited (as original tenant) or a Group Company of Esso Petroleum Company, Limited) shall not self-insure without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) Provided that if such consent is given by the Landlord clause 3.10.5 shall apply.
- 3.10.7 In the case of the Premises and/or the Pipelines or a substantial part of them being destroyed by an Insured Risk then (as an alternative to reinstating the Premises and/or the Pipelines) the Tenant may elect to comply with clause 3.20.1 notwithstanding that there remain more than 12 months of the Term unexpired.

3.11 Nuisance

Not to do anything in or on the Premises or on any property over which the Tenant exercises rights which may be or become a nuisance, annoyance or cause damage or interference to the Landlord, the Superior Landlord or the tenants, owners or occupiers of any other property in the neighbourhood provided that the carrying on in a reasonable manner of the Authorised Use and/or exercise of the rights granted by this Lease in reasonable manner shall not constitute a breach of this clause 3.11.

5550025.8/FMR Page 9

3.12 Pollution

- 3.12.1 To use all reasonable endeavours to avoid doing or omitting to do any act or thing on the Premises or during the exercise of the rights granted by this Lease whereby any land, premises, air, water or Conducting Media may be polluted and to indemnify and keep indemnified and held harmless the Landlord from and against all proceedings, costs, expenses, claims and demands incurred by the Landlord in consequence of any pollution of any land, premises, air, water or Conducting Media resulting from anything done or omitted to be done during the Term on the Premises or in the exercise of the rights granted by this Lease provided that such indemnity shall not extend to any proceedings, costs, expenses, claims or demands incurred by the Landlord to the extent that they are attributable to the act or negligent omission of the Landlord or persons acting on behalf of or with the authority of the Landlord.
- 3.12.2 Without prejudice to the generality of clause 3.12.1 not to do or permit to be done anything which will subject the Premises to hazardous risks (provided that the carrying on in a reasonable manner of the Authorised Use and/or exercise of the rights granted by this Lease in reasonable manner shall not constitute a breach of this clause) and in particular not to allow any accumulation of sludge, tank cleanings or waste, bitumen or oily waste matter on the Premises other than in receptacles designed and provided for that purpose.

3.13 Encroachment

Not to permit any trespass or encroachment on or against the Premises or the acquisition of any new right or easement on, over, under or against the Premises for the benefit of other property; if any attempted trespass, encroachment, right or easement is made, acquired or threatened forthwith to give written notice to the Landlord and at the Landlord's expense to take all reasonable steps to prevent the making of the encroachment or the acquisition of the easement or right.

3.14 Support

Not to do anything on the Premises which would remove support from any adjoining premises or endanger those premises in any way.

3.15 Notices

- 3.15.1 Within seven days to give to the Landlord the original or a full and accurate copy of any notice, order or proposal for a notice or order and of any copy or details of a notice concerning the Premises which may be received by the Tenant or which shall come to the knowledge of the Tenant.
- 3.15.2 Forthwith upon becoming aware of the same, to notify the Landlord of any defect or need of repair or renewal arising to the Premises which might result in the Landlord becoming liable to third parties by reason of the provisions of the Defective Premises Act 1972.

3.16 Superior title

Not to do, suffer or permit in relation to the Premises or the exercise of the Tenant's rights under this Lease any act or thing which would or might cause the Landlord to be in breach of the covenants, conditions, agreements, declarations, stipulations and provisions, rights, easements and all other matters contained or referred to in the Disclosed Headlease as at the date of this Lease (so far as they relate to the

Premises and/or the Pipelines) or affecting the Landlord's title to the Premises and to keep the Landlord indemnified against all actions, proceedings, costs, claims and demands arising from any breach, non-performance or non-observance of this clause, provided that the reference to the Landlord's title to the Premises in this clause excludes the matters not contained in or referred to in the Disclosed Headlease.

3.17 Assignment and underletting

- 3.17.1 Not to assign any part or parts (as distinct from the whole) of the Premises.
- 3.17.2 Not to underlet, part with or share the possession or occupation of the whole or any part of the Premises (except as set out in the remainder of this clause 3.17).
- 3.17.3 Not to hold the whole or any part of the Premises on trust for another.
- 3.17.4 Not without the Landlord's consent (such consent not to be unreasonably withheld or delayed) to assign the whole of the Premises.
- 3.17.5 Notwithstanding anything contained in this Lease, the Landlord may in its absolute discretion withhold consent to any proposed assignment of the Premises in any one or more of the following circumstances:-
 - (a) the rents due under this Lease or (unless the same are the subject of a bona fide dispute) any sums due under clause 3.26 (dues and guaranteed due) of this Lease are in arrears; or
 - (b) where the market value of the Premises subject to and with the benefit of this Léase for the residue of the Term (ascertained in accordance with the 2003 edition of the Royal Institution of Chartered Surveyors' publication entitled "Red Book – Appraisal and Valuation Standards" would be adversely affected by such assignment to a material degree (any dispute as to the effect on such market value being referred for determination in accordance with clause 5.14 of this Lease) an Authorised Guarantee Agreement, duly executed and completed by the Tenant and any guarantor to the Tenant, has not been delivered to the Landlord; or
 - (c) there has not been delivered unconditionally to the Landlord a duly executed licence to assign containing (inter alia) a covenant by the proposed assignee with the Landlord to observe and perform the Tenant's covenants and conditions contained in this Lease and (if the Landlord reasonably so requires) covenants by a guarantor or guarantors reasonably acceptable to the Landlord (being where there is more than one guarantor joint and several covenants):
 - (i) to observe and perform the Tenant's covenants and conditions contained in this Lease and to indemnify and keep indemnified the Landlord against all actions, proceedings, costs, expenses, loss and damage arising from any breach, nonobservance or non-performance of the same; and
 - (ii) to enter into any overriding lease requested by the Tenant pursuant to section 19 of the Landlord and Tenant (Covenants) Act 1995 to give direct covenants to the Landlord in the same terms as in this clause 3.17.5(c); and

- (iii) to enter into any Authorised Guarantee Agreement required by the Landlord pursuant to clause 3.17.5 to give direct covenants to the Landlord in the same terms (mutatis mutandis) as those given by the Tenant; or
- (d) where in the reasonable opinion of the Landlord the proposed assignee is not of sufficient financial standing to perform the Tenant's obligations under this Lease; or
- (e) the Tenant has not paid to or reimbursed the Landlord the reasonable and proper costs and disbursements (including VAT unless recoverable by the Landlord) of the Landlord, the Superior Landlord and any mortgagee and their respective surveyors and solicitors in connection with the preparation, negotiation and completion of the licence to assign whether or not it proceeds to completion.
- 3.17.6 In this clause 3.17 the expression "Permitted Undertenant" shall mean a respectable and responsible person of good financial standing and who (if the Landlord at its reasonable discretion so requires) has obtained a guarantor or guarantors reasonably satisfactory to the Landlord to enter into covenants with the Landlord in the terms (mutatis mutandis) of clause 3.17.5(c).
- 3.17.7 Not to create any underlease of the whole or any part of the Premises on payment of a fine or premium nor at a rent of less than the full yearly market rent obtainable without taking a fine or premium (to be approved in writing by the Landlord acting reasonably prior to the underlease).
- 3.17.8 Not to create any underlease except by instrument in writing containing the following covenants, agreements and stipulations (a "Permitted Underlease"), namely:
 - (a) unqualified covenants by the undertenant not to assign, mortgage or charge part only of the premises underlet, not to hold on trust for another the whole or any part of those premises and not to underlet or part with or share the possession or occupation of the whole or any part of those premises otherwise than by underletting approved pursuant to the covenant referred to in clause 3.17.8(b) (in each case by way of absolute prohibition); and
 - (b) a covenant by the undertenant not to assign the whole or underlet the whole or part of the premises underlet in each case without the consent of the Landlord under this Lease (such consent not to be unreasonably withheld or delayed) and a covenant to procure within any sub-underlease covenants by the sub-undertenant (i) not to assign, mortgage or charge part of the sub-underlet premises (ii) not to assign, mortgage, charge, part with or share the possession of the sub-underlet premises without the consent of the Landlord under this Lease (such consent not to be unreasonably withheld or delayed) and (iii) not to further underlet the sub-underlet premises in whole or in part; and
 - (c) similar agreements, covenants and stipulations (mutatis mutandis) to those contained in this Lease including, without limitation, provisions for payment of all payments due to be made by the Tenant and to give to the Tenant full reimbursement for the cost of all services provided by the Tenant to the undertenant and provisions for rent reviews either (i) on the same basis (mutatis mutandis) and as as

5550025.8/FMR

139

- often as those contained in this Lease on the dates on which the rent reserved by this Lease is to be reviewed or (ii) not less frequently than 5 yearly to the full yearly market rent obtainable without taking a fine or premium; and
- (d) a condition of re-entry on breach of any covenant or condition by the undertenant; and
- (e) (in the case of an underletting of part of the Premises) a valid and effective agreement excluding the Permitted Underlease from the provisions of sections 24-28 (inclusive) of the Landlord and Tenant Act 1954.
- 3.17.9 In the case of an underletting of part of the Premises not to enter into any Permitted Underlease unless the procedures required by section 38A(3) of the Landlord and Tenant Act 1954 have first been complied with.
- 3.17.10 Not to underlet the whole or any part of the Premises to any person who is not a Permitted Undertenant.
- 3.17.11 Not without the Landlord's consent (such consent not to be unreasonably withheld or delayed) to underlet the whole or any part or parts of the Premises to a Permitted Undertenant.
- 3.17.12 To procure that in any Permitted Underlease the rent is reviewed in accordance with the provisions of the Permitted Underlease and to procure that the Landlord's representations as to the rent payable are made to the relevant person (if any) determining the rent.
- 3.17.13 To procure that the rents reserved by any Permitted Underlease are not commuted or payable more than one quarter in advance and not to permit the reduction of any rents reserved by any Permitted Underlease.
- 3.17.14 Nothing in clause 3.17.2 shall prevent the Tenant from sharing occupation of the Premises with another company if and for so long as no relation of landlord and tenant exists between the Tenant and that other company.
- 3.17.15 Within 14 days of written request (not made more frequently than 3 monthly) to provide to the Landlord a list of companies sharing occupation of the Premises or part of the Premises with the Tenant accompanied by a written description of the nature of the relationship between the Tenant and such companies provided that (for the avoidance of doubt) the Tenant shall not be obliged by this clause to disclose information the Tenant considers to be commercially confidential so long as the written description provided contains sufficient information on which the Landlord may come to a view as to the Tenant's compliance or non-compliance with this clause.
- 3.17.16 To indemnify and keep indemnified the Landlord against the costs properly incurred by the Landlord in issuing and conducting proceedings to recover possession of all or any part or parts of the Premises after the end of the Term in consequence of any failure by a company sharing occupation of all or part of the Premises pursuant to clause 3.17.13 to vacate all or any part or parts of the Premises on or before the end of the Term.

3.18 Registration of dealings

Within one month after any assignment or underletting or any assignment of any underlease or after any devolution by will or otherwise or after any mortgage or

charge affecting the Premises to produce to the Landlord's solicitors a certified copy of the relevant deed or instrument and pay their reasonable fee for its registration.

3.19 Applications for consent

To pay the reasonable legal costs, surveyors' or architects' fees and any other reasonable costs and expenses properly incurred by the Landlord resulting from applications for consent under this Lease.

3.20 To yield up

3.20.1 During the twelve months immediately preceding the end of the Term the Tenant shall remove all tanks and their bases, buildings and their foundations, fire walls and their foundations and other above ground structures and their foundations, drains, pipes, plant, machinery and other equipment already placed, erected or laid by the Tenant or after the date of this Lease to be placed, erected or laid by the Tenant under the provisions of this Lease whether within or without the Premises (with the exception of the filling and supports referred to in paragraph 4 of schedule 1 and over which the Landlord has exercised the right reserved in paragraph 1.7 of schedule 2) and at the entire cost of the Tenant shall restore the sites of all such tanks, buildings, fire walls and their foundations and of any other things to be removed under this clause to a bare, clean, tidy, level and even condition to the reasonable satisfaction of the Landlord and in case the Tenant shall fail or neglect to carry out such restoration and reinstatement then the Landlord may carry out the work and recover from the Tenant the actual cost of restoration and reinstatement.

3.20.2

3.20.3

3.20.4

5550025.8/FMR Page 14

- 3.20.5 Forthwith after the end of the Term (notwithstanding that the Term has ended)
 - (a) to lodge an application with HM Land Registry to close the title created in relation to this Lease and the easements granted to the Tenant in this Lease on the Landlord's title;
 - (b) deal with any requisitions raised by HM Land Registry in connection with an application made pursuant to clause 3.20.5(a) promptly and properly; and
 - (c) inform the Landlord's solicitors at each stage both when an application pursuant to clause 3.20.5(a) (i) has been made and (ii) has been completed.
- 3.20.6 References in this clause 3.20 to "foundations" do not include piled foundations.

3.21 **Costs**

To pay all costs, charges and expenses, both direct and indirect (including legal costs and other professional fees and commission payable to a bailiff), properly incurred by the Landlord in connection with or incidental to:

- 3.21.1 the preparation and/or service of any notice under section 146 or 147 of the Law of Property Act 1925 even if forfeiture is avoided other than by relief granted by the court;
- 3.21.2 the enforcement of any of the Tenant's covenants and the conditions in this Lease, whether during or after the end of the Term; and
- 3.21.3 the preparation and service of any schedule of dilapidations, whether during or within 6 months after the end of the Term, and the supervision of any works carried out pursuant to any such schedule.

3.22 Indemnity

- 3.22.1 To keep the Landlord indemnified and held harmless from and against all actions, proceedings, costs, expenses, loss and damage whatsoever arising out of or in connection with the failure by the Tenant to perform its obligations under this Lease, the Tenant's use, operation or occupation of the Premises, or the exercise of any rights by the Tenant.
- 3.22.2 The indemnity on the part of the Tenant in clause 3.22.1 and the payments by the Tenant of compensation for damage or injury pursuant to clause 3.22.3 shall not extend to any claim or to charges, losses, damages or expenses to the extent that they are due to the negligence of the Landlord or its servants.
- 3.22.3 At all times to be responsible for all damage and injury whatsoever caused by or during the operation and use of the Premises or the exercise by the Tenant of any rights in connection with the Premises and in case the Tenant or the Landlord or any person, firm, company or other body shall sustain any damage or injury whatsoever in consequence of such operation, use or exercise of rights or of this Lease or by reason of the breach, non-performance or non-observance of any of the Tenant's obligations under this Lease (including but without prejudice to the generality of the foregoing damage to pipelines passing in, on, through, over or under the ramped crossings and concrete platforms referred to in paragraph 1.5 of schedule 2 the Tenant shall not make any claim or sue or institute proceedings of any

kind against the Landlord in respect of damage or injury so caused or sustained by them and the Tenant shall compensate the Landlord in respect of all damage or injury sustained save in each case the extent that such injury or damage is due to the act or omission negligence of the Landlord or its servants or those acting with the Landlord's authority or exercising rights reserved by schedule 2.

3.23 Interest

If the Tenant defaults in the payment of any rent or other sum due to the Landlord under this Lease (or the Landlord declines payment so as not to waive a breach of covenant) the Tenant shall pay (in the case of rent by way of additional rent) interest on such sum before as well as after any judgement or award from its due date until the Landlord receives payment at the Interest Rate or (if the Landlord has declined payment so as not to waive a breach of covenant) at the Interest Rate less three per cent.

3.24 Regulations

To observe and perform any byelaws, regulations and reasonable instructions made or given by the Landlord from time to time in respect of the Port Land.

3.25 Exempt information document

To procure that forms EX1 and EX1A duly approved by the Landlord are forwarded to HM Land Registry simultaneously with the Tenant's own application for registration of this Lease.

3.26 Dues and guaranteed due

3.27 Landlord's entry on to Premises

To permit the Landlord, its licensees, tenants and occupiers of adjoining or neighbouring property now or after the date of this Lease belonging to the Landlord with or without responsible and competent workmen and professional advisers authorised in writing by the Landlord and after reasonable notice to enter upon the Premises for the purpose of executing any works on or in connection with such property which in the reasonable opinion of the Landlord otherwise cannot be conveniently executed and for the purpose of constructing, laying down, connecting,

Page

18

5550025.8/FMR

altering, repairing, cleansing or maintaining any Conducting Media (excluding gas pipelines) in or under the Premises for the accommodation of such property the person or persons exercising such rights making good all damage occasioned to the Premises and by such works and complying in all respects with all requirements and precautions which the Tenant may consider necessary to safeguard the Premises and anything on them and any reasonable requirements of the Tenant relative to their existing and future use and development of the Premises.

3.28 Excavations

Not without the consent of the Landlord:

- 3.28.1 to make any excavation on the Premises otherwise than (i) pursuant to clause 3.20 or (ii) to comply with an obligation of the Tenant under this Lease or (iii) in order to undertake alterations or additions to the Premises authorised under this Lease; or
- 3.28.2 by building or otherwise to cause the access to any Conducting Media which now are or at any time after the date of this Lease may be in, under, over or through the Premises to be or become materially more difficult than it is now or shall be when they are laid or placed in, under, over or through the Premises.

3.29 Removal of fixtures

Not during the Term to remove or take or carry away from the Premises or dismantle or destroy any of the buildings, tanks, pipes, plant, apparatus, machinery, boundary fences, or other structures or erections and equipment from time to time in, upon, under or over the Premises or which have been erected or constructed by the Tenant outside the Premises with the consent of the Landlord (except as permitted or required by clause 3.4 or 3:20 or as provided in paragraph 6 of schedule 1) without first obtaining the consent of the Landlord (such consent not to be unreasonably withheld or delayed) Provided that this clause shall not extend to Tenant's fixtures, and fittings.

3.30 Goods in transit

In exercise of the rights granted by this Lease not to obstruct any roads, ways, wharves, quays or railway lines from time to time laid out upon the Port Land and not to delay and to use reasonable endeavours to avoid delay in the transit of goods and materials or anything connected with their trade or business to and from the Premises and the discharging, loading berths and upon the roads, ways, wharves, quays or railway lines but to use all reasonable endeavours to effect such transit and all loading, discharging and distribution of goods and materials expeditiously and efficiently Provided that (for the avoidance of doubt) this clause shall not oblige the Tenant to remove any structure or installation authorised by this Lease.

3.31 Embankments to prevent leakage

To maintain well and sufficiently at all times all embankments and fire walls constructed on the Premises, for the purpose of preventing leakage or escape of petroleum or petroleum products or other oils stored on the Premises in accordance with all statutory and regulatory requirements and with due regard to relevant industry codes of practice and (subject to the foregoing) as reasonably required by the Landlord to provide or construct and at all times maintain in accordance with all such requirements and with due regard to such codes of practice to the reasonable satisfaction in all respects of the Landlord such further embankments, fire walls or other works, apparatus, appliances and equipment as may be required by such

requirements and having regard to such codes of practice to prevent leakage of any petroleum or petroleum products or other fuels or oils at any time actually stored or capable of being stored on the Premises from the tanks, pipes or other receptacles, conducting or containing such substances on to any adjoining property of the Landlord, its lessees or tenants and to take all reasonable precautions to protect such adjoining property and the shipping resorting to Avonmouth Docks from loss or damage caused by such escape and at all times during the Term to keep all lines of pipes and the pumps and valves upon the Premises or upon the Port Land or upon the Retained Land pursuant to a right granted by this Lease in sound working condition and so that they shall not leak and at all times to provide efficient interceptors to all drains upon the Port Land and serving the Premises or the Pipelines to the reasonable satisfaction of the Landlord.

3.32 Fire extinguishing apparatus

To keep the Premises sufficiently supplied and equipped with fire fighting and extinguishing apparatus and appliances in accordance with all statutory and regulatory requirements and having due regard to relevant industry codes of practice which shall be open to the inspection and maintained in accordance with all such requirements and having due regard to such codes of practice and to the reasonable satisfaction of the Landlord (so far as not opposed to the legal obligations of the Tenant or such codes of practice) and also not to obstruct the access to or means of working such apparatus and appliances by their operations at or connected with the Premises.

3.33 Provision of services

To pay and bear the entire cost of expense of providing and laying any Conducting Media that may be required by the Tenant'to serve the Premises and in particular of obtaining providing and laying any electric cables and lines of pipes which may be necessary for supplying any electric current or water which may be required by the Tenant from such a point on the Landlord's system as may be or have been prescribed by the Landlord provided that such cost and expense shall be in addition to any other or further payment which may be demanded or payable to the Landlord or in any way incurred by the Tenant under any separate agreement for the supply of electricity or water to the Premises or as may be referred to in clause 3.2.3.

3.34 Works to pipelines, etc

Except where otherwise provided in this Lease to give not less than 14 days' notice to the Landlord of its intention to carry out repairs or other works to any of the matters or things in respect of which rights, privileges or easements have been or may after the date of this Lease be granted to the Tenant and for which the Tenant requires access to any of such matters and things as lie outside the Premises and to obtain the written permission of the Landlord (which the Landlord shall not unreasonably withhold) provided nevertheless that in the case of emergency the Tenant shall carry out repairs immediately necessary subject to the Tenant notifying the Landlord forthwith of any action that the Tenant has taken and such action shall be considered as a temporary measure only until the permission of the Landlord shall have been obtained.

4 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

Quiet enjoyment 4.1

That provided and for so long as the Tenant pays the rents reserved by this Lease and performs and observes all the covenants on its part and the conditions contained in this Lease, the Tenant may peaceably and quietly hold and enjoy the Premises during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through under or in trust for the Landlord.

Headlease 4.2

During the Term to pay the rent reserved by the Headlease and to indemnify the Tenant in respect of any failure by the Landlord to perform the lessee's covenants contained in the Headlease insofar as the Tenant is not liable for such performance under the covenants on its part contained in this Lease.

4.3 Sea wall

PROVISOS, AGREEMENTS AND DECLARATIONS 5

The following matters are expressly agreed by the Parties.

5.1 Re-entry

In addition to any other remedy or power contained in this Lease or available to the Landlord if:

- all or any part of the rents or other sums payable under this Lease are unpaid 5.1.1 for twenty eight days after becoming payable (in the case of rent whether formally or legally demanded or not); or
- the Tenant fails to perform or observe any of the covenants or conditions on 5.1.2 its part in this Lease (notwithstanding waiver of any previous or other default); or
- an encumbrancer takes possession or an administrative receiver or receiver is 5.1.3 appointed of the Premises or the whole of the undertaking or property of the Tenant; or
- an order is made by the court for the winding-up of the Tenant or a resolution 5.1.4 is passed by the shareholders of the Tenant for its winding-up, except for the purposes of amalgamation or reconstruction in such manner that the resulting company is bound by and assumes the obligations imposed on the Tenant by this Lease; or
- the Tenant becomes unable to pay its debts within the meaning of section 123 5.1.5 of the Insolvency Act 1986 or a proposal is made for a voluntary arrangement or for a scheme of arrangement; or
- the Tenant permits any execution or distress to be levied on any goods for the 5.1.6 time being in the Premises; or
- the Tenant (not being a company) applies for an interim order or suffers a 5.1.7 bankruptcy order to be made under the Insolvency Act 1986 or petitions the court for the Tenant's own bankruptcy or enters into a deed of arrangement;

then in each case the Landlord may lawfully at any time after that event re-enter the Premises (or any part in the name of the whole) upon which this Lease shall terminate, but without prejudice to any rights of the Landlord which have accrued on or before the date of termination.

5.2 No implied rights

Except as expressly set out, this Lease shall not include or operate as a grant of any privilege, easement, right or advantage whatsoever over or against any part of the Port Land, the Retained Land or any other land.

5.3 Exclusion of warranty as to permitted use

Nothing in this Lease shall constitute any warranty or representation by the Landlord that the Premises are authorised for use for any specific purpose or that any such use under the Planning Acts will remain authorised and the Tenant acknowledges that the Landlord has not given any such representation or warranty.

5.4 Fossils etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological, historical or archaeological interest discovered on the Premises shall, as between the Landlord and the Tenant, be deemed to be the absolute property of the Landlord and the Tenant shall take every reasonable precaution to prevent such article or thing being removed or damaged and shall immediately upon its discovery give written notice to the Landlord and carry out at the expense of the Landlord the Landlord's lawful directions as to the disposal of such article or thing.

5.5 Value added tax

- 5.5.1 To the extent that any Party is regarded as making any supply of goods or services for VAT purposes to any other Party, that supply shall be regarded as exclusive of VAT and the Party which has received the goods or services shall be liable to pay VAT at the rate for the time being and from time to time properly chargeable in respect of that supply on receipt of a VAT invoice.
- 5.5.2 The Tenant covenants to pay on demand (but subject to the issue of a VAT invoice) in addition to any monies due from the Tenant under this Lease all VAT or tax of a like nature (at the rate for the time being in force) which shall be properly chargeable in respect of the value of any supply made by the Landlord to the Tenant under the terms of or in connection with this Lease.
- 5.5.3 In every case where the Tenant has agreed to reimburse the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease, the Tenant shall also reimburse any VAT (in so far as such VAT is irrecoverable as input tax) paid by the Landlord on that payment.

5.6 **Determination of disputes**

Any dispute between the Tenant and the tenant or occupier of any other property of the Landlord as to any easement, right or privilege in connection with the use of the Premises and the other property or as to the walls separating the Premises from the other property or as to the amount of any contribution towards the expenses of works to services used in common with the other property shall be determined by the Surveyor whose determination shall bind all parties to the dispute (save on any question of law) and whose costs shall be paid by such of the parties to the dispute

and in such proportions as he determines. This clause 5.6 does not apply to a dispute referable to determination under clause 5.14.

5.7 Compensation

Subject to the provisions of section 38(2) of the Landlord and Tenant Act 1954 neither the Tenant nor any assignee or underlessee shall be entitled on quitting the Premises to any compensation under section 37 of that Act.

5.8 No waiver

No demand for or acceptance of rent by the Landlord or its agents with knowledge of a breach of any of the Tenant's covenants contained in this Lease shall be or be deemed to be a waiver wholly or partially of any breach, but any breach shall be deemed to be a continuing breach of covenant and the Tenant and any person taking any estate or interest under or through the Tenant shall not be entitled to set up any demand for or acceptance of rent by the Landlord or its agent as a defence in any action for forfeiture or otherwise.

5.9 Notices

Subject to the next following sentences, section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices to be served under the terms of or in connection with this Lease. Any notice or other communication to be given to First Corporate Shipping Limited as Landlord shall be effectively given only if given in writing and left at or sent by registered or recorded delivery post to the Landlord addressed to Lawrence Graham LLP of 4 More London Riverside, London SE1 2AU (marked for the attention of Christopher Tite) or such other person or address as may be notified for this purpose from time to time. Any notice or other communication to be given to Esso Petroleum Company, Limited or a Group Company of Esso Petroleum Company, Limited as Tenant shall be effectively given only if given in writing and left at or sent by registered or recorded delivery post to that company at its registered office from time to time addressed to 'The General Counsel'

5.10 Variations

For the avoidance of doubt, notwithstanding any provision in this Lease the Landlord shall not be obliged to consent or agree to any variation of the terms of this Lease which would result in any former tenant being released from liability.

5.11 Severability

If any part of this Lease is found by any court or other competent authority to be invalid, unlawful or unenforceable, then that part shall be severed from the remainder of this Lease which shall continue to be valid and enforceable to the fullest extent permitted by law.

5.12 Third party rights

The Parties do not intend that any of the provisions of this Lease confer rights on or are enforceable by any third party.

5.13 Capacity

Any approval, permission, licence or consent given or granted by First Corporate Shipping Limited as Landlord in pursuance of the provisions of this Lease shall not be deemed to be given or granted by it in any other capacity than as landlord.

5.14 Determination

If at any time after the date of this Lease any dispute or difference shall arise under clause 3.17.4(b), then such dispute or difference shall unless otherwise agreed in writing be determined by an independent valuer (acting as an expert) to be appointed by agreement between the Parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors, the valuer's costs being borne in such proportions as the valuer shall determine (and otherwise in equal shares) by the Landlord and the Tenant, and on terms that the valuer must afford the Landlord and Tenant a reasonable opportunity to make representations and cross-representations as to the subject matter of the dispute or difference.

5.15 Pipelines, etc

All works laid, constructed, erected or placed outside the Premises in accordance with the rights and liberties granted under this Lease shall be in all respects at the sole risk of the Tenant and shall not unnecessarily restrict the user of the surface of the land or oil discharging wharves under or over which they may be so laid, constructed, erected or placed.

5.16 Tenant's break option

5.16.1

5.16.2

This Lease has been executed as a deed and is delivered on the date stated at the beginning of page 1.

SCHEDULE 1

(Rights granted)

The right at all times during the Term for the Tenant and persons deriving title from the Tenant and their respective servants agents licensees and invitees in connection with the use and enjoyment of the Premises in accordance with this Lease:

- to the free and uninterrupted passage and running of water, soil, silt, effluent, oil, electricity and other services (other than gas) through the Conducting Media now or at any time during the Term on the Port Land and/or the Retained Land and serving the Premises, but so that this paragraph shall not operate to grant any such rights in respect of any part of the Pipelines, for which specific provision is made in paragraph 4 of this schedule;
- 2 to pass and repass (with or without vehicles, engines or rolling stock as appropriate) over:
 - the road and bridge connecting the Premises with the public highway at the north end of St Andrew's Road in the position shown coloured yellow on the Plan2;
 - 2.2 the access road shown coloured green on the Plantsubject to the management and control of the Port Police and the byelaws, rules, orders and regulations of the Landlord for the time being applicable to persons working at or vehicles being on the Port Land; and
 - estate roads and footpaths from time to time laid out upon the Port Land in connection with the exercise of the rights referred to in paragraphs 4, 5, 6, 7, 8, 9 and 10 of this Schedule

provided that the Landlord and its successors in title, the owners and occupiers from time to time of the whole or any part of the Port Land or the Retained Land, may at any time and from time to time within the period of twenty-one years after the date of the Headlease at the Landlord's own expense on reasonable prior notice vary the location, dimensions and specification of any Conducting Media or estate roads and footpaths from time to time laid out upon the Port Land or the Retained Land (as appropriate) serving or giving access to the Premises and any rights shall then be exercised over such re-located Conducting Media, estate roads and footpaths in substitution for the rights granted above provided further that no variation shall render such Conducting Media or estate roads and footpaths from time to time laid out upon the Port Land or the Retained Land materially less convenient, but the Landlord or any such successor in title may designate a route which is longer than a former route Provided that where any such variation is made other than pursuant to any provision of the Disclosed Headlease:

- (i) no such variation shall render the Conducting Media materially less convenient (taking into account the location of any connecting Conducting Media);
- (ii) no such variation shall result in increased risk of pollution or contamination or be more hazardous (including increased risk of impact, malicious damage, explosion, flood subsidence, heave, terrorism and/or fire);
- (iii) the variation to the route of the Conducting Media is not materially longer than reasonably necessary (taking into account (i) and (ii) above);
- (iv) such variation shall cause as little interruption to the business of the Tenant as reasonably practicable;
- 3 to support and shelter from any other part of the Port Land and/or the Retained Land for any adjoining building;
- 4 the following rights in respect of the Pipelines:

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- 4.1 to use and to the free and uninterrupted passage and running of oil through the Existing Pipelines to the extent that they are on, over or under the Port Land or the Retained Land;
- 4.2 to inspect, maintain, repair and renew the Existing Pipelines to the extent that they are on, over or under the Port Land or the Retained Land and to enter such parts of the Port Land and/or the Retained Land as are reasonably necessary on reasonable prior notice (except in case of emergency) with or without workmen, materials and/or equipment for that purpose provided always that the person exercising such rights shall cause as little inconvenience as reasonably practicable and make good any physical damage caused to the reasonable satisfaction of the Landlord or the Superior Landlord (as appropriate);
- to lay, use, inspect, maintain, repair and renew on the Port Land in such positions as 4.3 may be approved by the Landlord (such approval not to be unreasonably withheld or delayed) and in accordance with plans and specifications approved by the Landlord (such approval not to be unreasonably withheld or delayed) further underground and/or above ground lines of pipes for passing petroleum and petroleum spirit and other oils and fuels and their constituent parts for which the such lines of pipes are suitable (having regard to relevant statutes regulations and industry codes of practice) and all such ancillary works and equipment (including without limitation pumps, instrumentation and surge tanks) as may be necessary for the Authorised Use (including but without prejudice to the generality of the foregoing all necessary filling along the foreshore of the Severn Estuary and all supports) provided that no part of such ancillary works or equipment shall be placed more than 3 metres to one side or other of such lines of pipes and provided further that such pipes and/or ancillary works shall be constructed and after which maintained by the Tenant in accordance with all relevant statutes regulations and industry codes of practice and (subject to such regulations and codes of practice) to the reasonable satisfaction of the Landlord;
- but so that in exercising its rights in paragraphs 4.1, 4.2 and 4.3 of this schedule 1, the Tenant shall comply with the following conditions:
 - 4.4.1 all Pipelines upon the Port Land shall be constructed to the reasonable satisfaction of the Landlord;
 - 4.4.2 the Tenant shall:
 - (a) cause the Pipeline(s) to be completely inspected for leaks and other defaults by responsible and competent persons immediately before the commencement of the pumping of petroleum products through them and be constantly patrolled and otherwise kept under constant supervision by competent persons whilst petroleum products are being pumped through them;
 - (b) cause the Pipeline(s) to be inspected by responsible and competent persons for leaks and other defaults at the end of three weeks from the cessation of pumping operations and from then on at three weekly intervals;
 - (c) provide promptly to the Landlord certificates to the effect that the inspections, patrol and supervision referred to in paragraphs (a) and (b) have been diligently carried out in conformity with the conditions of this Lease

provided that this paragraph 4.4.2 shall not apply to that part of the Existing > Pipelines shown coloured pink on the Plan3;

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- 4.4.3 the Tenant shall not carry out any works of alteration or make any alteration or additions to the Pipeline(s) upon the Port Land without the consent of the Landlord (such consent not to be unreasonably withheld or delayed);
- 4.4.4 the Pipeline(s) shall be so constructed, used and maintained as to prevent the leakage of petroleum products provided that in the case of Pipeline(s) upon the Port Land no fire, flame, naked light, heat or artificial light (including self-contained lamps) capable of igniting inflammable vapour, electrical apparatus or method of construction, repair or use producing or likely to produce an exposed spark shall be used except with the approval of the Landlord and subject to such reasonable conditions as it may impose;
- 4.4.5 the Tenant shall take due precautions in accordance with relevant statutory and regulatory requirements and industry codes of practice and (subject thereto) in the case of Pipeline(s) upon the Port Land to the reasonable satisfaction of the Landlord to prevent the escape of petroleum products from the Pipelines into any conducting media;
- 4.4.6 the Tenant shall forthwith send or cause to be sent to the Landlord notice of any leakage or suspected leakage of petroleum products from the Pipeline(s) upon the Port Land and of any accident involving petroleum products in or leaking from the Pipeline(s) upon the Port Land and shall without delay take all practicable steps necessary to remedy any such leakage or suspected leakage or any condition likely to cause any leakage, accident, explosion or fire and shall carry out such works of construction in accordance with relevant statutory and regulatory requirements and industry codes of practice and (subject thereto) as may be reasonably required by the Landlord to effect such remedy;
- 4.4.7 measures complying with the current electrical code of the Energy Institute shall be taken by the Tenant to minimise danger to the Pipelines upon the Port Land from lightning or static electricity;
- 4.4.8 the Tenant and all persons employed by it shall take all due precautions for the prevention of accidents by fire or explosion and for the protection of the Pipeline(s) upon the Port Land;
- 4.4.9 if explosion or fire should occur in any portion of the Pipeline(s) upon the Port Land the Tenant must give immediate notice to the Chief Police Officer of the Port Police (telephone number Avonmouth 0117 982 0000). Confirmation of such notice must be posted by the Tenant at the earlier possible moment to the Landlord and to the Landlord's Chief Executive, in the case of the Landlord's Chief Executive to the Landlord's head office at St Andrew's House, St Andrew's Road, Avonmouth, Bristol BS11 9DQ or such other person or address as may be notified for this purpose from time to time;
- 4.4.10 the Landlord and/or the Superior Landlord or any responsible and competent person authorised by it or them shall at all reasonable times be allowed free access to the Pipeline(s) upon the Port Land for the purpose of ascertaining whether the Tenant is properly observing all the conditions of this Lease and the Tenant shall give any assistance which may be reasonably required;
- 4.4.11 any application made by the Tenant under these conditions shall indicate the Pipeline(s) upon the Port Land in which it is desired to keep petroleum, petroleum spirit, other oil, fuel or a constituent part of the same and the type or class of such substance it is desired to keep in such Pipeline(s) and any permission in respect of such Pipeline(s) shall be subject to such Pipeline(s) being used for the class or type of substance specified in any permission

only and no other class or type of substance shall be pumped through them or kept in such Pipeline(s) without the consent of the Landlord provided further that nothing in this paragraph contained nor any permission granted pursuant to these conditions shall be deemed to relieve the Tenant of any of its obligations under any other provision of this Lease;

- 4.4.12 if in the reasonable opinion of the Landlord it shall be necessary because of emergency at any time or times for all or any of the Pipeline(s) upon the Port Land to be cleared of its contents the Tenant shall immediately upon request from the Landlord withdraw all such contents from such Pipeline or Pipelines; and
- 4.4.13 the Landlord shall not unreasonably exercise its right to withhold delay or withdraw any permission or consent requested or granted under the provisions of this paragraph 4;
- to construct and afterwards maintain, drains or sewers (provided with efficient interceptors if the Landlord shall reasonably so require to prevent the escape of petroleum or oily refuse) for the purpose of draining any buildings or works to be erected on the Premises and lines of pipes and cables for enabling the Premises to be supplied with water and electricity the position of such cables, drains, sewer and lines of pipes to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) and all such works shall be carried out to the Landlord's reasonable satisfaction in all respects;
- to replace any tanks, pumps, machinery or other equipment from time to time upon the Port Land pursuant to the foregoing rights for the purpose of improvement or reconstruction provided the Tenant gives to the Landlord not less than one calendar month's prior written notice to that effect provided always that such replacement shall be carried out expeditiously and to the satisfaction of the Landlord;
- to use, maintain, repair, renew, inspect and replace such of the underground fire water mains pipelines constructed outside the Premises pursuant to a deed a deed dated 30 April 1993 made between First Corporate Shipping Limited (1) and Esso Petroleum Company, Limited (2) (the "Fire Water Mains") provided that if the Landlord should at any time wish to use or develop the land in which the Fire Water Mains are situated as to require the removal of the Fire Water Mains from their present location to a reasonable alternative route and gives notice in writing to the Tenant specifying the new route for the Fire Water Mains then the Tenant will at its own expense (in the first instance of relocation and otherwise at the Landlord's expense) within six months of receipt of such notice commence and diligently proceed to relocate the Fire Water Mains to the new route and if the Tenant shall fail to comply with the provisions of this clause then on expiration of the said six months the Landlord may effect such diversion and the reasonable costs of the same shall (in the first instance of relocation only) be payable by the Tenant to the Landlord on demand;
- in case of emergency and/or for the purpose of conducting emergency escape drills, the right to pass and re-pass without obstruction or interference over the parts of the Port Land as are at the time unbuilt upon and available and reasonably required for that use in accordance with such reasonable written directions of the Landlord from time to time given to the Tenant:
 - on foot and with motor vehicles to and from the Gates marked 'Emergency Access 1', 'Emergency Access 2' and 'Emergency Access 3' on the Plant, and 2
 - on foot only to and from Gates marked 'Pedestrian Gate 4' and 'Pedestrian Gate 5' on the Plan 2

and for the purpose of this paragraph 8, such directions of the Landlord shall noyt be reasonable if the Tenant and all persons entitled to exercise such right are not as a result able

to pass and re-pass to and from the Premises from and to the public highway in a manner that satisfies all relevant regulatory requirements;

- the right to enter on to such parts of the Port Land as are reasonably necessary on reasonable prior notice (except in case of emergency) with or without workmen, materials and/or equipment, for the purpose of:
 - 9.1 inspecting, maintaining, repairing, cleansing, renewing or connecting to or altering any of the Conducting Media and/or any of the estate roads and footpaths from time to time laid out on the Port Land over which the Tenant has been granted rights under this Lease now or at any time during the Term exclusively serving the Premises;
 - 9.2 subject to the Tenant save in case of emergency giving at least twenty eight (28) days prior notice to the Landlord, inspecting, maintaining, repairing, cleansing, renewing or connecting to or altering any of the Conducting Media and/or any of the estate roads and footpaths from time to time laid out on the Port Land over which the Tenant has been granted rights under this Lease now or at any time during the Term not exclusively serving the Premises, unless (in the case of maintenance, repair, cleansing or renewal) such activities shall have been undertaken and completed by another person prior to the expiry of such notice;
 - 9.3 installing within the period of twenty one (21) years from the date of this Lease any new Conducting Media required in connection with the Authorised Use of the Premises in positions approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed);
 - 9.4 exercising any rights granted by this Lease; and/or
 - 9.5 performing any duty imposed on the Tenant by this Lease or by an Enactment

provided always that:

- (i) paragraphs 9.1, 9.2 and 9.3 above shall not operate so as to grant any rights in relation to any part of the Pipelines or additional or other oil pipelines (for which specific provision is made in paragraph 4 of this schedule 1);and
- (ii) the person exercising any rights granted in paragraph 9 shall cause as little inconvenience as reasonably practicable and make good any physical damage caused to the reasonable satisfaction of the Landlord and except in the case of emergency shall provide the Landlord with the methodology for all material works of connection, renewal, maintenance, alteration or repair requiring entry pursuant to paragraph 9.2 above and shall not commence any such works until the Landlord's approval has been obtained to the methodology (such approval not to be unreasonably withheld or delayed);
- The right to enter on to such parts of the Retained Land as are reasonably necessary on reasonable prior notice (except in case of emergency) with or without workmen, materials and/or equipment, for the purpose of:
 - 10.1 inspecting, maintaining, repairing or renewing any of the Conducting Media thereon serving the Premises over which the Tenant has been granted rights under this Lease; and
 - installing within the period of twenty one (21) years from the date of this Lease any new Conducting Media required in connection with the Authorised Use of the Premises in positions approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed);

provided always that the person exercising such rights shall cause as little inconvenience as reasonably practicable and make good any physical damage caused to the reasonable satisfaction of the Superior Landlord.

SCHEDULE 2

(Reservations and exceptions)

- The rights reserved by the Disclosed Headlease and the right for the Landlord and all persons authorised by the Landlord:
- to the free and uninterrupted passage and running of water, soil, silt, effluent, electricity, telephone and other services through the Conducting Media now or at any time during the Term in, under or upon the Premises;
- on reasonable prior notice (except in case of emergency) to enter the Premises with or without responsible and competent workmen, materials or equipment, for the purpose of:
 - inspecting, maintaining, repairing, cleansing, renewing or connecting to or 1.2.1 altering any of the Conducting Media now or at any time during the Term on the Premises and within the Term installing within the Premises in locations first approved in writing by the Tenant (such approval not to be unreasonably withheld or delayed) any new Conducting Media to serve the Port Land and/or Retained Land (excluding gas pipelines) provided that the Tenant may from time to time at the Tenant's own expense on reasonable prior notice and subject to obtaining any other requisite consents vary the location of any such Conducting Media within the Premises and serving the Port Land or the Retained Land and any such rights shall then be exercised over such relocated Conducting Media in substitution for the rights granted provided further that no variation shall render such Conducting Media materially less convenient and the person effecting such variation shall cause as little interruption to the business of the persons exercising such right as reasonably practicable; and "
 - 1.2.2 carrying out any repairs, renewals, maintenance, necessary inspections or alterations to any other part of the Port Land or any Retained Land or any land or premises adjoining or neighbouring the Retained Land which (in the case of the Landlord and persons authorised by the Landlord) cannot reasonably practicably be undertaken without such entry; and
 - 1.2.3 performing any duty imposed on the Landlord by or under any statute which cannot otherwise be complied with

provided that the person exercising these rights shall cause as little inconvenience and interruption to the Authorised Use of the Premises as possible and make good any physical damage so caused except if entry is necessitated by any act or default of the Tenant or any of the Tenant's servants, agents, invitees or licensees or any occupier of or trespasser on the Premises;

- 1.3 (without prejudice always to the rights granted by this Lease) to deal with and to let, use and manage in any manner whatsoever in its absolute discretion any part of the Port Land (other than the Premises) or any Retained Land and to erect, maintain, rebuild or alter or permit or suffer to be erected, maintained, rebuilt or altered any buildings or structures whatsoever whether or not such buildings or structures affect or diminish the light or air which may now or at any time be enjoyed for or in respect of the Premises;
- 1.4 to support and shelter by and from the Premises for any adjoining buildings (whether now in existence or erected during the Term);

1.5

to use the roadway shown coloured green on the Plantand such ramped crossings and concrete platforms for the purposes of access, egress and regress to and from any land now or after the date of this Lease belonging to the Landlord provided that the Landlord shall make a contribution towards the cost of maintaining the roadway and the ramped crossings and concrete platforms in proportion to the extent to which the roadway and the ramped crossings and concrete platforms are used by the Landlord and persons authorised by them the decision of the Landlord as to the contribution to be made by it from time to time shall be final and binding; and

- at any time or times during the Term on giving three calendar months' previous notice in writing to the Tenant and at its own cost to remove any of the works outside the Premises for which rights and privileges have been or may after the date of this Lease be granted by the Landlord under this Lease to some other reasonably convenient site or sites and in carrying out such removal shall cause as little interruption as possible to the Tenant's business having regard to all the circumstances and in the event of any such removal the provisions of this Lease shall apply to such substituted work in all respects provided that this paragraph shall not apply insofar that provisions of schedule 1 regulate or make provision for the removal or relocation of any such works; and
- subject to prior consultation with the Tenant to lay pipelines over and along the filling and supports erected or to be erected by the Tenant in accordance with the provisions of paragraph 4 of schedule 1 subject to such financial adjustment as may be agreed by the Parties.
- The rights granted to the Landlord in paragraphs 1.1 to 1.4 (inclusive) shall be subject to compliance by the Landlord with any reasonable requirements of the Tenant relative to the existing and future use and development of the Premises.
- There shall be excepted out of the land demised by this Lease and reserved to the Landlord all soil, mines, minerals and substances lying beneath the surface of the Premises with the unrestricted right of winning work and carrying away any of such minerals and substances during the Term and without prejudice always to the right granted by paragraph 3 of schedule 1.

SCHEDULE 3

(Rent review)

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SCHEDULE 4

(Authorised Guarantee Agreement)

AUTHORISED GUARANTEE AGREEMENT

Dated:

BETWEEN:

(1)	[] of [] (the "Tenant"); and
[(2)	[] of [] (the "Surety"); and]
[(3)]	[] of [] (the "Landlord")

This Authorised Guarantee Agreement is supplemental to an underlease (the "Lease") dated [] made between First Corporate Shipping Limited (1) and Esso Petroleum Company Limited (2) of land at Holesmouth, Avonmouth, Bristol (the "Premises") and is entered into pursuant to section 16 of the Landlord and Tenant (Covenants) Act 1995 (the "1995 Act").

- 1 In this deed, unless inconsistent with the context or otherwise specified:
- 1.1 the following expressions shall have the following meanings:

"Assignment" : the assignment authorised by the Licence to Assign;

"Assignee" : the assignee under the Assignment;

"collateral agreement" : any agreement collateral to the Lease whether made

before or after its creation;

"covenant" : includes term, condition and obligation, and

references to a covenant (or any description of covenant) of the Lease include a covenant (or a covenant of that description) contained in a collateral

agreement;

"Licence to Assign" : the consent referred to in clause 3.17.4 of the Lease;

"tenant covenant" : a covenant falling to be complied with by the tenant

of premises demised by the Lease;

"Term" : the term of years granted by the Lease; and

- 1.2 "landlord" and "tenant" mean the person for the time being entitled to the reversion expectant on the Term and the person so entitled to the Term respectively.
- The Tenant [and the Surety] [jointly and severally] covenant[s] and guarantee[s] to the Landlord as sole or principal debtor[s] that as from the date of the Assignment until the Assignee is released from the tenant covenants contained in the Lease pursuant to the 1995 Act:
- 2.1 the Assignee will pay all rents (including all increases in the rents) and all other sums payable under the Lease at the times and in the manner described by the Lease and

5550025 8/FMB Page 34

- perform and observe all the tenant's covenants and obligations on the part of the tenant and conditions contained in the Lease; and
- 2.2 if the Lease shall be disclaimed then, if the Landlord so requires by written notice to the Tenant [and/or the Surety] at any time after that disclaimer, the Tenant [or the Surety] will forthwith accept, execute and deliver to the Landlord [and/or the Surety will enter into] a counterpart of a new lease of the Premises for a term commencing on the date of that disclaimer and continuing for the residue of the Term then unexpired at the same rents or increased rents (pursuant to rent reviews) and subject to the same covenants, conditions and provisions as are contained in the Lease.
- None of the following shall release or in any way lessen or affect the liability of the Tenant [or the Surety]:
- any neglect, delay or forbearance of the Landlord in endeavouring to obtain payment of the rents or the amounts required to be paid by the Assignee or in enforcing the performance or observance of any of the obligations of the Assignee;
- any refusal by the Landlord to accept rent at a time when the Landlord believes that it is entitled (or will after the service of a notice under section 146 of the Law of Property Act 1925 be entitled) to re-enter the Premises;
- 3.3 any extension of time or other indulgence given by the Landlord to the Assignee;
- any licences, consents, approvals, agreements or arrangements given by the Landlord to the Assignee or agreed between them or any variation of the terms of the Lease (including any reviews of the rent payable under the Lease) or any transfer of the Landlord's reversion expectant on the Term or any part;
- any change in the constitution, structure or powers of the Assignee, the Tenant [the Surety] or the Landlord or the liquidation, receivership, administration, bankruptcy or insolvency (as the case may be) of the Tenant [or the Surety] or the Assignee;
- any limitation, immunity, disability or incapacity of the Assignee (whether or not known to the Landlord) or the fact that any dealings with the Landlord by the Assignee may be outside or in excess of the powers of the Assignee;
- 3.7 the avoidance under any Enactment relating to bankruptcy or liquidation of any assurance, security or payment or any release, settlement or discharge which may have been given or made upon any such assurance, security or payment; or
- any other act, omission, matter or thing whatsoever whereby, but for this provision, the Tenant [or Surety] would be exonerated either wholly or in part from its obligations (other than a release by deed given by the Landlord or the provisions of the 1995 Act).
- If any part of this deed is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this deed, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- This authorised guarantee agreement has been executed as a deed and is delivered on the date stated at the beginning of page 1.

SCHEDULE 5

(Tenant's Fixtures and Fittings)

	Description
A	Concrete slabs, crash barriers, buildings, pipebridges, lighting towers, lamp posts, fences and gates.
	Areas of the site have had buildings constructed over the years, together with areas of ground paved for vehicle movements and concrete foundation pads installed for operating equipment and the like.
A.1	Yard area perimeter vehicle protection barrier, bolted to concrete hard standing ca. 316m length, (built 1986).
A.2	6 x High mast lighting towers, each bolted to concrete foundation pads (measuring ca.3m x 3m), (built 1999).
A.3	3 x High mast lighting towers, each bolted to concrete foundation pads (measuring ca.3m x 3m), (built 1990).
A.4	1 x Workshop building, a two storey building of bolted steel construction (fully removable) clad with cement / asbestos sheeting. Area ca.130m² (built 1976).
A.5	1 x Hose Store, a single storey building of precast concrete modular construction with pitched roof. Area ca. 36m², (built 1990).
A.6	1 x Vehicle Wash Bay (redundant, to be demolished), a single storey canopy of bolter stee framework construction (fully removable) with cement / asbestos cladding and pitched roof Area ca. 208m ² , (built 1976)
A.7	7 x Steel pipebridges, generally 12m span x 5m heights, each bolted to 2 concrete foundation pads (ea.2m x 0.5m), (built 1995).
A.8	1 x Steel box sectional pipebridge in yard area of bolted construction, 5m square and 241n total length, straddling 5 equal vertical steel towers with each leg bolted to individual 0.5n square) concrete foundation pads (built 1976)
A.9	1 x Entrance gate, to include tarmac area of ca.20m² and concrete area of ca. 10m² (bui ca.1990)
A.10	Approximately 200 small concrete pads, each approximately 0.5m ² to which the numerou steel staircases around the site are bolted to and many of which were installed after 1985.
A.11	Approximately 250 small concrete pads, each approximately 0.25m ² which act as suppoplinths for numerous small pieces of ancillary equipment and many of which were installe after 1985.
В	Above ground storage tanks
_	Above ground storage tanks used for the storing product. In terms of construction, all cor

	roof tanks are built on the ground, with crushed stone being the only foundation (this is called a "soft foundation" as there is no piling or concrete raft employed). All floating roof tanks are constructed on a thin concrete raft, again with no piling being employed. An intermediate layer of bit-sand (i.e. sand laden with bitumen) acts as a bedding layer. In all cases, tanks are held in position on their foundation by means of their weight alone. There are a range of techniques available to lift each tank in the event that repairs to the foundations are required. This can be through the use of hydraulic jacks, water floatation or air driven lifting devices. Each tank has a concrete perimeter path around its circumference measuring approximately 1.4m width.
B.1	6490 Product Tank, Cone Roof, 56ft x 30ft, (built 1958)
B.2	6491 Product Tank, Cone Roof, 56ft x 30ft, (built 1958)
B.3	6492 Product Tank, Cone Roof, 72ft x 30ft, (built 1958)
B.4	6493 Product Tank, Cone Roof, 72ft x 30ft, (built 1958)
B.5	6494 Product Tank, Cone Roof, 72ft x 30ft, (built 1958)
B.6	6495 Product Tank, Cone Roof, 72ft x 30ft, (built 1958)
B.7	6496 Product Tank, Cone Roof, 96ft x 30ft, (built 1958)
B.8	6497 Water Tank, Cone Roof, 72ft x 30ft, (built 1958)
B.9	6500 Product Tank, Cone Roof, 96ft x 30ft, (built 1958)
B.10	6501 Product Tank, Cone Roof, 96ft x 30ft, (built 1958)
B.11	6502 Product Tank, Float Roof, 96ft x 30ft, (built 1958)
B.12	6503 Product Tank, Float Roof, 96ft x 30ft, (built 1958)
B.13	6505 Product Tank, Float Roof, 56ft x 30ft, (built 1958)
B.14	6506 Product Tank, Cone Roof, 80ft x 30ft, (built 1958)
B.15	6507 Product Tank, Cone Roof, 80ft x 30ft, (built 1958)
B.16	6508 Product Tank, Cone Roof, 80ft x 30ft, (built 1958)
B.17	6509 Product Tank, Cone Roof, 80ft x 30ft, (built 1958)

B.18	6510 Product Tank, Cone Roof, 80ft x 30ft, (built 1958)
B.19	6511 Product Tank, Cone Roof, 80ft x 30ft, (built 1958)
B.20	7790 Interface Tank, Cone Roof, 15ft x 20ft, (built 1973)
B.21	7791 Interface Tank, Cone Roof, 15ft x 20ft, (built 1973)
B.22	7792 Interface Tank, Cone Roof, 9ft x 20ft, (built 1997)
С	Above ground small tanks Above ground storage tanks are designated for a number of service uses, such as slop collection etc. Tanks 6659, 6660, 6661, 6662, 6663 rest horizontally upon concrete saddles. They are not in any other way fixed in position, retaining stability by means of their own weight alone. Tanks 7960, 8549, 8496, 8674, 8085 rest horizontally but have steel saddles which are bolted to concrete foundations. Tanks 8685, 8685 have steel support legs bolted to the hard standing.
C.1	6659 Additive Tank, Cylindrical, 30ft x 9ft, (built 1959)
C.2	6660 Slop Tank, Cylindrical, 30ft x 9ft, (built 1959)
C.3	6661 Slop Tank, Cylindrical, 30ft x 9ft, (built 1959)
C.4	6662 Additive Tank, Cylindrical, 30ft x 9ft, (built 1959)
C.5	6663 Heating Tank, Cylindrical, 30ft x 9ft, (built 1958)
C.6	7960 COC Tank, Cylindrical, 30ft x 9ft, (built 1990)
C.7	8085 WDO Tank, Cylindrical, 10ft x 7ft, (built 1979)
C.8_	8496 Additive Tank, Cylindrical, 20ft x 9ft (built 1958)
C.9	8549 Marker Tank, Cylindrical, 15ft x 5ft, (built 1989)
C.10	8674 Additive Tank, Cylindrical 15ft x 8ft, (built 1993)
C.11 C.12	8685 Marker Tank, Cubic, 3ft x 3ft x 3ft, (built 1994) 8763 Additive Tank, Cubic, 5ft x 4ft x 8ft, (built 1994)
D	Pipework and valves within terminal Pipework within the terminal perimeter is of flanged construction, above ground (unless otherwise specified) and rests upon fixed pipe supports and rubbing bars. A flange is the bolted joint at the end of each pipe length. The pipework is free to longitudinally slide / move, allowing for thermal expansion and contraction during ambient temperature changes.
D.1	Kerosene System • 27m of 4" flanged steel pipework

	188m of 6" flanged steel pipework
	291m of 8 flanged steel pipework 185 m of 187 flanged steel pipework
	185m of 12" flanged steel pipework
D.2	Avtur System (soon to be ULSD)
	11m of 4" flanged steel pipework
	186m of 6" flanged steel pipework
]	39m of 8" flanged steel pipework
	241m of 10" flanged steel pipework
	214m of 12" flanged steel pipework
D.3	Gasoil System
	95m of 4" flanged steel pipework
	121m of 6" flanged steel pipework
	262m of 8" flanged steel pipework
	218m of 10" flanged steel pipework
	474m of 12" flanged steel pipework
D.4	SU50 System
	52m of 4" flanged steel pipework
	403m of 6" flanged steel pipework
	446m of 8" flanged steel pipework
	250m of 10" flanged steel pipework
	945m of 12" flanged steel pipework
D.5	PU50 System
	117m of 4" flanged steel pipework
	47m of 6" flanged steel pipework
	1086m of 8" flanged steel pipework
	216m of 10" flanged steel pipework
	1039m of 12" flanged steel pipework
D.6	ULSD System
	292m of 4" flanged steel pipework
	278m of 6" flanged steel pipework
	56m of 8" flanged steel pipework
j	225m of 10" flanged steel pipework
	1380m of 12" flanged steel pipework
D.7	Interface System
	57m of 4" flanged steel pipework (built 1974)
	389m of 6" flanged steel pipework (built 1974)
	72m of 12" flanged steel pipework (built 1974)
D.8	Fawley / Avonmouth Pipeline
	1100m of 6" pipework representing the section of the Fawley to Avonmouth Pipeline within
	terminal boundary fence. This pipework is not flanged, (built 1974)
D.9	Concrete Pipe Supports
	Pipework is generally supported / rested upon short precast concrete beams which rest on
	(or are shallowly buried ca.10cm depth) in the ground. Each support's footprint area is

L	
	typically no greater than 0.5m^2 . There are estimated to be in the region of 500 such supports many of which were installed after 1985.
E	Foreshore lines to oil basin
E.1	3901m of 12" flanged pipework representing the 2 active foreshore lines between terminal and Port oil basin (and outside of the terminal boundary fence), (built 1958).
E.2	1900m of 12" flanged pipework representing the mothballed fuel oil foreshore line between terminal and Port oil basin (and outside of the boundary fence), (built 1958).
E.3	832m of redundant 8" flanged pipework along the foreshore, (built 1975).
E.4	24 steel support trestles within the Port area supporting the foreshore lines, (built 1958).
E.5	2 pipebridges within the Port area supporting the foreshore lines, (built 1958).
E.6	170 unpiled Pipe supports / guides.
F	Product pumps Product pumps supply product from storage to the loading bays, upon demand. The pumps are arranged in a series or cascade depending upon the levels of demand from the loading bays. Each set of pumps is bolted to a concrete raft. Each set of pumps is protected by a UV flame detector, bolted to a stanchion.
F.1	PU001 Product Pump, Centrifugal, (installed 1958)
F.2	PU002 Product Pump, Centrifugal, (installed 1958)
F.3	PU063 Product Pump, Centrifugal, (installed 1958)
F.4	PU003 Product Pump, Centrifugal, (installed 1958)
F.5	PU004 Product Pump, Centrifugal, (installed 1958)
F.6	PU005 Product Pump, Centrifugal, (installed 1958)
F.7	PU006 Product Pump, Centrifugal, (installed 1958)
	PU049 Product Pump, Centrifugal, (installed 1958)

F.9	PU007 Product Pump, Centrifugal, (installed 1958)
F.10	PU008 Product Pump, Centrifugal, (installed 1958)
F.11	PU050 Product Pump, Centrifugal, (installed 1988)
F.12	PU010 Product Pump, Centrifugal, (installed 1958)
F.13	PU011 Product Pump, Centrifugal, (installed 1958)
F.14	PU051 Product Pump, Centrifugal, (installed 1958)
F.15	PU064 Product Pump, Centrifugal, (installed 1988)
F.16	PU065 Product Pump, Centrifugal, (installed 1988)
F.17	PU014 Product Pump, Centrifugal, (installed 1958)
F.18	PU015 Product Pump, Centrifugal, (installed 1958)
F.19	PU018 Product Pump, Centrifugal, (installed 1958)
F.20	PU019 Product Pump, Centrifugal, (installed 1958)
F.21	PU020 Product Pump, Centrifugal, (installed 1958)
F.22	PU021 Product Pump, Centrifugal, (installed 1958)
G	Service pumps Service pumps perform a number of service uses around the site from additive injection, to water pumping etc. The pumps are located sporadically across the site, but in each case are bolted to either a concrete raft or a concrete foundation.

G.1	PU016 Interface Discharge Centrifugal, (installed 1958)
G.2	PU035 Interface Reinjection, Centrifugal, (installed 1976)
G.3	PU036 Interface Reinjection, Centrifugal, (installed 1976)
G.4	PU038 Bay Foam Pump, Pelton Wheel, (installed 1994)
G.5	PU045 Rack Slop Tank, Centrifugal, (installed 1976)
G.6	PU046 Tank 6492/3 WDO, Centrifugal, within product tank bund (installed 1985)
G.7	PU043 Pipeline Yard Submersible Pump, within drainage system (installed 1974)
G.8	PU056 Switch Room Submersible Pump, (installed 1990)
G.9	PU061 Switch Room Submersible Pump, (installed 1990)
G.10	PU062 Switch Room Submersible Pump, (installed 1990)
G.11	PU068 Additive Offload Pump, (installed 1993)
G.12	PU069 Additive Offload Pump, PD, (installed 1993)
G.13	PU066 WDO Return, Centrifugal, (installed 1993).
G.14	PU067 Return to Storage, Centrifugal, (installed 1993)
G.15	PU095 WDO Diaphragm Pump (installed 1993)
G.16	PU096 WDO Diaphragm Pump (installed 1993)
G.17	PU097 WDO Diaphragm Pump (installed 1993)
G.18	PU098 WDO Diaphragm Pump (installed 1993)
G.19	PU099 WDO Diaphragm Pump (installed 1993)
G.20	PU090 Electric Fire Pump, Centrifugal (installed 1991)
G.21	PU091 Diesel Fire Pump, Centrifugal (installed 1991)
G.22	PU074 Skid Mount Additive Injection Pump (installed 1993)
G.23	PU075 Skid Mount Additive Injection Pump (installed 1996)
G.24	PU076 Skid Mount Additive Injection Pump (installed 1996)
G.25	PU077 Skid Mount Additive Injection Pump (installed 1996)
G.26	PU102 Skid Mount Additive Injection Pump (installed 1993)
G.27	PU103 Skid Mount Additive Injection Pump (installed 1993)
G.28	PU104 Skid Mount Additive Injection Pump (installed 1993)
G.29	PU105 Skid Mount Additive Injection Pump (installed 1993)
G.30	PU070 Water Heater Pump, PD, (installed 1958)
G.31	PU 071 Office Heat Pump, PD, (installed 1958)
G.32	PU073 Sewage Pump, PD, (installed 1988)
G.33	PU078 Marker Injection Pump, PD (installed 1993)
Н	Vapour recovery unit
	John Zink VRU comprising (all 2005 build).
H.1	1 x Blower Unit (BL1)
H.2	2 x Absorber Vessels (V1 & V2)
H.3	1 x Inlet Header Skid
H.4	1 x Vacuum Pump Skid (C1 & C2)
H.5	1 x Regeneration Skid
H.6	1 x Cylindrical Vessel (V3)
H.7	1 x Vertical Tower Vessel (V4)
H.8	2 x Gasoline Pumps (P1 & P2)
H.9	1 x Glycol Pump (P3)
H.10	Various Interlinking Pipework

H.11	Various Control Instrumentation
H.12	1 x VRU Vapour Header from Bay 7 to end of North Tank Farm and spurring off to VRU.
H.13	492m of 16" flanged pipework.
H.14	VRU Recirculation System to and from PU50 tanks (above ground flanged pipework resting upon rubbing bars and pipe supports);
H.15	 k765m of 6" flanged pipework 251m of 8" flanged pipework
H.16	2 x Steel pipebridges, generally 12m span x 5m heights, each bolted to 2 concrete foundation pads (ea.2m x 0.5m)
I	Instrumentation and control systems The site is designed to offer a wide range of information, control and emergency shutdown systems. Such systems are provided by a range of process instrumentation fitted to the main equipment which feed data back to the Terminal Supervisory System (TSS) by means of above ground cabling. The vast majority of such instrumentation has been installed since 1990. At a simplistic level, the systems can be summarised as follows:
l.1	Level alarms
1.2	Flow Monitoring and Control systems
1.3	Pressure Monitoring and Control systems
1.4	Product Measurement systems
1.5	Fire Detection systems
1.6	Oil Detection systems
1.7	Emergency Shutdown systems
1,8	Security systems
J	Loading racks The loading racks are divided into loading bays beneath a single canopy. Customer vehicles pull onto the bay to load via connectable loading arms for the various product grades on offer. Product ex tankage is then pumped to each loading rack and flows through a number of valves, meters and filters. Product volumes delivered are controlled by a computer system. All equipment is bolted in position.
J.1	1 x Canopy, a structure build around a bolted steel framework with steel cladding roof and end panels. Canopy supports are bolted to 7 concrete islands (which form the subdivision of the area into separate loading bays) Area ca. 900 m ² . (built 1958 and modified since)
J.2	7 x Loading Bays, each comprising of 5 loading arms, flanged product supply pipework (local to the bay), meters, filters & control valves. Driver interface unit for each loading arm (complete rebuild 1986 to 1988)
J.3	1 x UV / flame detection system (built 1993)
ŀ	1

J.4	14 Emergency Shutdown and Fire call points (built 1993).
J.5	1 x Foam deluge system (built 1998)
К	Vehicle bunkering facility The terminal provides a limited facility for customers to fill their vehicles with Diesel fuel. Facility exists on a corner section of the main yard.
K.1	1 x Canopy, 6m x 8m, (built 1986)
K.2	2 x Concrete Islands, 1m x 6m, (built 1986)
K.3	2 x Tokheim fuel dispensers, (built 1995)
L	Surface water drainage system Surface Water Drainage comprises pipework and interceptors. All site surface water drainage is routed to a system of interceptors. There are three concrete chambers, two of which contain equipment.
L.1	rotating mop gross oil collection system bolted into position within collection chamber
L.2	Tilting plate separator bolted into position within collection chamber
L.3	PU041 Lift Pump, Screw, (installed 1976)
L.4	PU042 Lift Pump, Screw, (installed 1976)
L.5	PU031 Slop Return Pump, Centrifugal, (installed 1976)
M	Foul water drainage system Foul water drainage comprises pipework and interceptor. All site foul water drainage routed to a "Biopack" interceptor.
M.1	 250m of 4" pipework (built 1958) 124m of 6" pipework (built 1958)
M.2	Biopack interceptor, essentially a biological waste destruction unit (built 1988).
N	Air system A new compressor system was installed in 2006.
	2 x Air compressors, and switchover system

N.2	Smallbore air piping system to tank farms.	
N.3	5 Air cylinders, each bolted to a concrete pad ca. 1m ²	
0	Electrical system	
O.1	1 x transformer, within fenced compounds. Each transformer being mounted on a small concrete plinth, (built 1970).	
0.2	3 x transformers, within fenced compounds. Each transformer being mounted on a small concrete plinth, (one built 1970, two built 1996, one built 2005).	
O.3	7 x switch racks located within the tank farms each bolted on a concrete plinth of area ca.10m ²	
0.4	South Site Switch Gear installed 1994	
O.5	Domestic boiler house switch gear installed 1980	
O.6	North site switch gear installed 1988	
0.7	Fuel Oil Switch gear installed 1974	
0.8	Pipeline switch gear installed 1974	
0.9	Fire pump house switch gear installed 1993	
O.10	Compressor house switch gear installed 2006	
0.11	TMC switch gear installed 1980	
0.12	VRU switch gear installed 2005.	
O.12	VRU switch gear installed 2005. Pipeline to Chittening Warth	
P	Pipeline to Chittening Warth Approx 2000m of 6" pipework representing the section of the Fawley to Avonmouth Pipeline beyond terminal boundary fence but on the Port Land. This pipework is not flanged, (built 1974). The first 1500 metres from the Terminal is above ground. The last	
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P.1 P.2 P.3 P.4	Pipeline to Chittening Warth Approx 2000m of 6" pipework representing the section of the Fawley to Avonmouth Pipeline beyond terminal boundary fence but on the Port Land. This pipework is not flanged, (built 1974). The first 1500 metres from the Terminal is above ground. The last (most northern) 500 metres is laid underground but is removable. 1 block and plate with guide 3 steel pipe supports 75 T supports on concrete block in ground	
P.1 P.2 P.3 P.4 P.5	Pipeline to Chittening Warth Approx 2000m of 6" pipework representing the section of the Fawley to Avonmouth Pipeline beyond terminal boundary fence but on the Port Land. This pipework is not flanged, (built 1974). The first 1500 metres from the Terminal is above ground. The last (most northern) 500 metres is laid underground but is removable. 1 block and plate with guide 3 steel pipe supports 75 T supports on concrete block in ground 5 welded anchors bolted to concrete surface blocks	
P.1 P.2 P.3 P.4 P.5 P.6	Pipeline to Chittening Warth Approx 2000m of 6" pipework representing the section of the Fawley to Avonmouth Pipeline beyond terminal boundary fence but on the Port Land. This pipework is not flanged, (built 1974). The first 1500 metres from the Terminal is above ground. The last (most northern) 500 metres is laid underground but is removable. 1 block and plate with guide 3 steel pipe supports 75 T supports on concrete block in ground 5 welded anchors bolted to concrete surface blocks 3 expansion loops bolted to concrete base sunk in ground	
P.1 P.1 P.2 P.3 P.4 P.5 P.6 P.7	Pipeline to Chittening Warth Approx 2000m of 6" pipework representing the section of the Fawley to Avonmouth Pipeline beyond terminal boundary fence but on the Port Land. This pipework is not flanged, (built 1974). The first 1500 metres from the Terminal is above ground. The last (most northern) 500 metres is laid underground but is removable. 1 block and plate with guide 3 steel pipe supports 75 T supports on concrete block in ground 5 welded anchors bolted to concrete surface blocks 3 expansion loops bolted to concrete base sunk in ground 121 bar and rebar on surface type 1	
P.1 P.1 P.2 P.3 P.4 P.5 P.6 P.7 P.8	Pipeline to Chittening Warth Approx 2000m of 6" pipework representing the section of the Fawley to Avonmouth Pipeline beyond terminal boundary fence but on the Port Land. This pipework is not flanged, (built 1974). The first 1500 metres from the Terminal is above ground. The last (most northern) 500 metres is laid underground but is removable. 1 block and plate with guide 3 steel pipe supports 75 T supports on concrete block in ground 5 welded anchors bolted to concrete surface blocks 3 expansion loops bolted to concrete base sunk in ground 121 bar and rebar on surface type 1 14 bar and rebar on surface type 2	

SIGNED and DELIVERED as a deed by FIRST CORPORATE SHIPPING LIMITED acting by two directors

Director

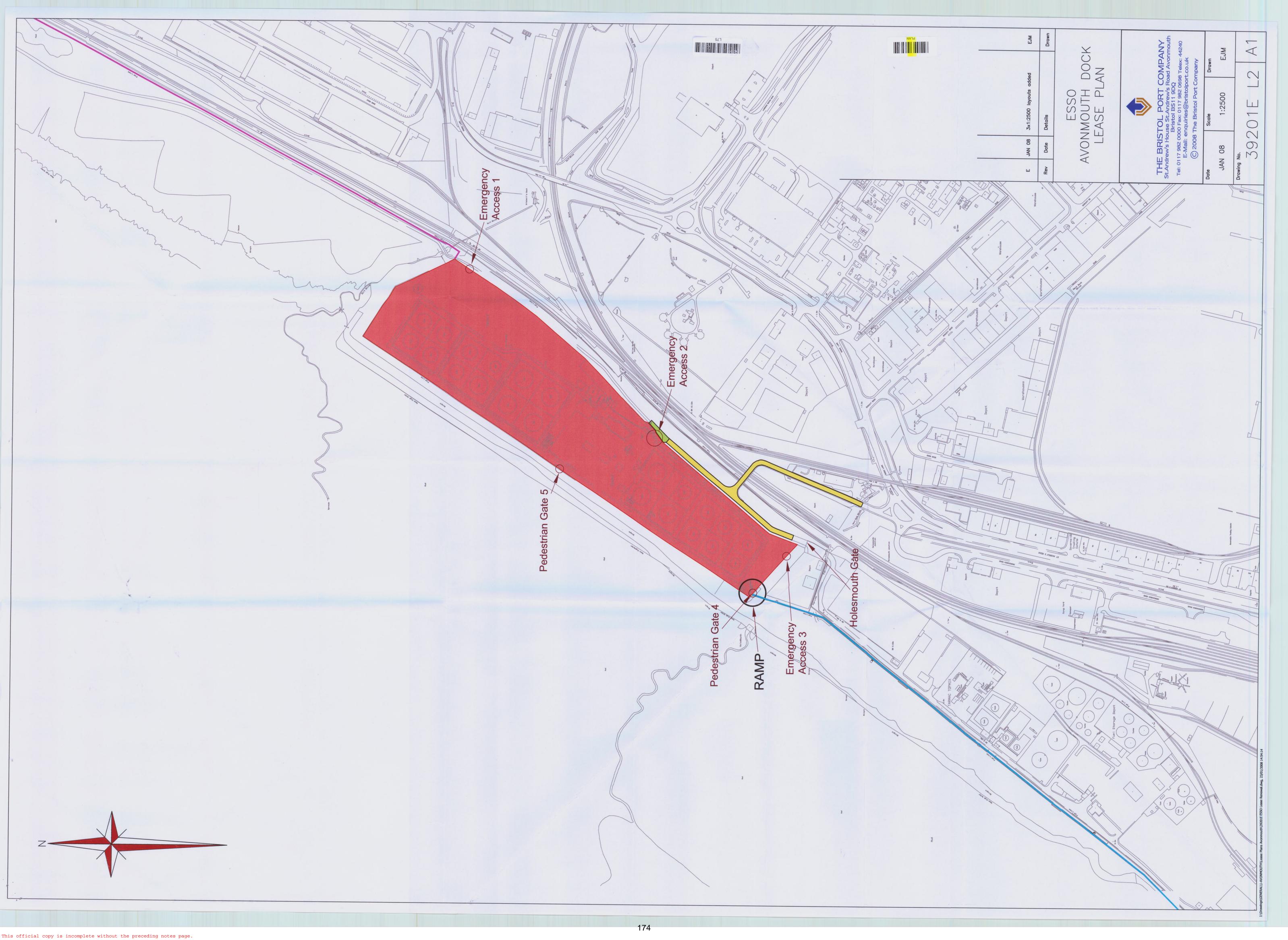
Executed as a deed by affixing the COMMON SEAL of ESSO PETROLEUM COMPANY, LIMITED in the presence of:-

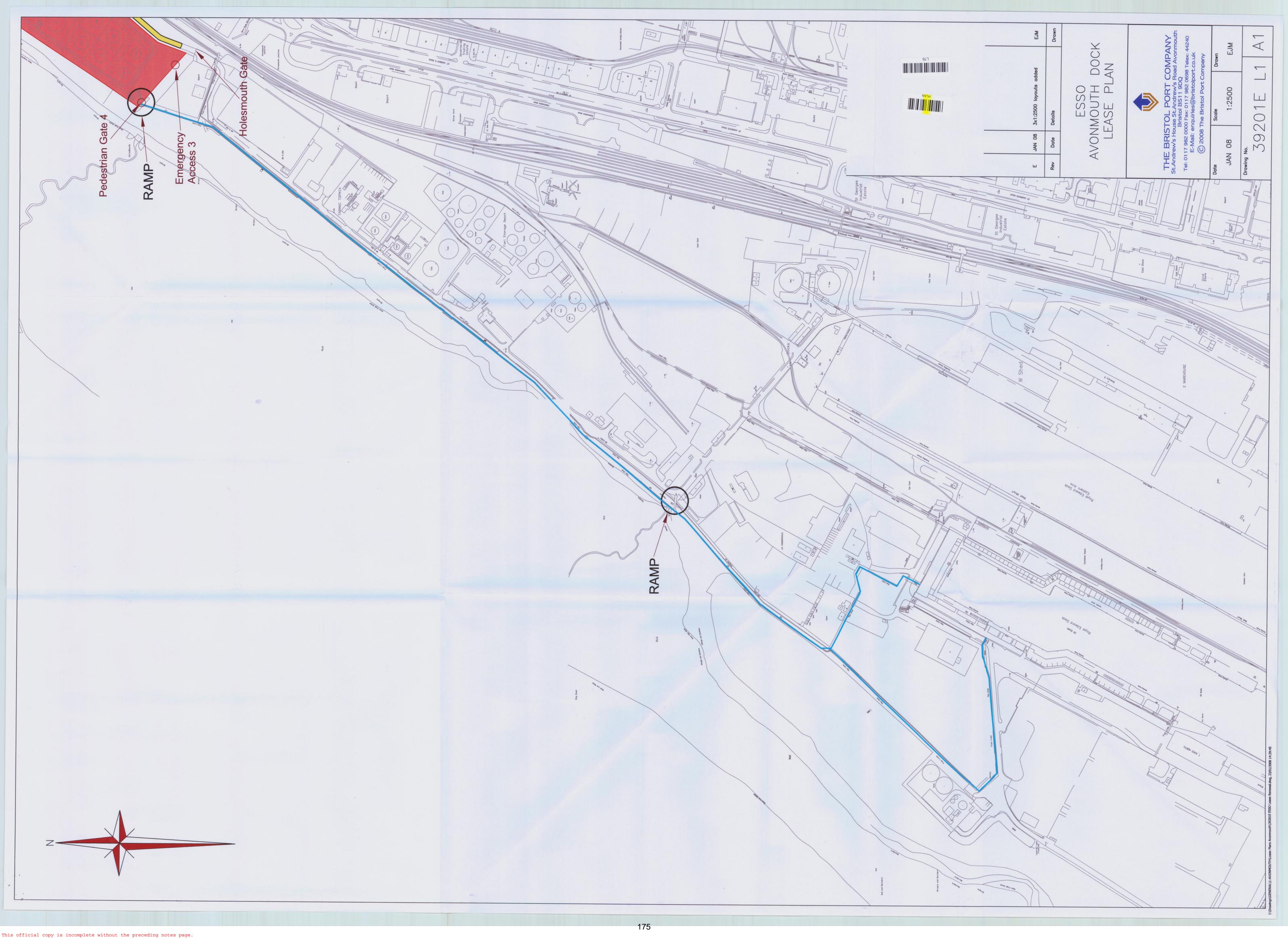
5550025.8/FMR Page 46

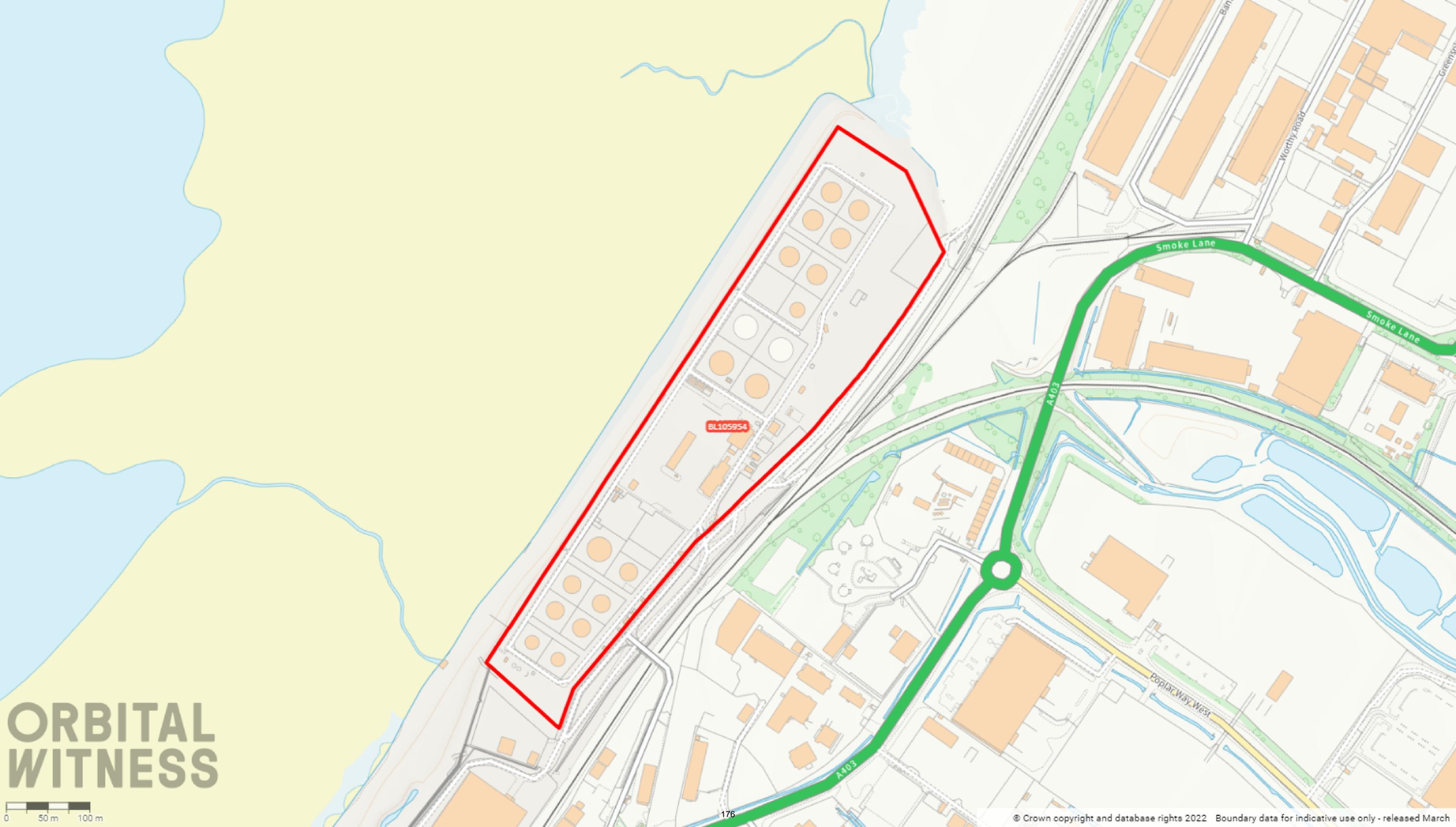
172

Director/Secretary











IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

SSW4

This is the exhibit marked **"SSW4"** referred to in the First Witness Statement of Stuart Sherbrooke Wortley.



Title number WK33964

Edition date 14.02.2011

This official copy shows the entries on the register of title on 10 JUN 2019 at 08:22:12.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 10 Jun 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Coventry Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST MIDLANDS : BIRMINGHAM

- 1 (09.06.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the East of Bromford Lane, Erdington.
- 2 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- There are appurtenant to the land remaining in this title the following rights reserved by a Transfer of the land edged and numbered WM180715 in green on the filed plan dated 14 November 1979 made between (1) Esso Petroleum Company Limited (Transferor) and (2) Midland British Road Services Limited:-

"There are excepted and reserved out of this Transfer for the benefit of the adjoining and neighbouring land of the Transferor and each and every part thereof the right to use any drain pipes wires or cables now on over or under the land hereby transferred with the right to enter the land hereby transferred from time to time for the purpose of inspecting cleaning repairing and reinstating the same the Transferor and its successors in title making good any damage thereby occasioned to the surface of the land hereby transferred.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (09.06.1966) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- RESTRICTION:-Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the Secretary, the Solicitor or a Director thereof has been furnished that such charge does not contravene any of the provisions of the Memorandum or Articles of Association of the said proprietor.

Title number WK33964

C: Charges Register

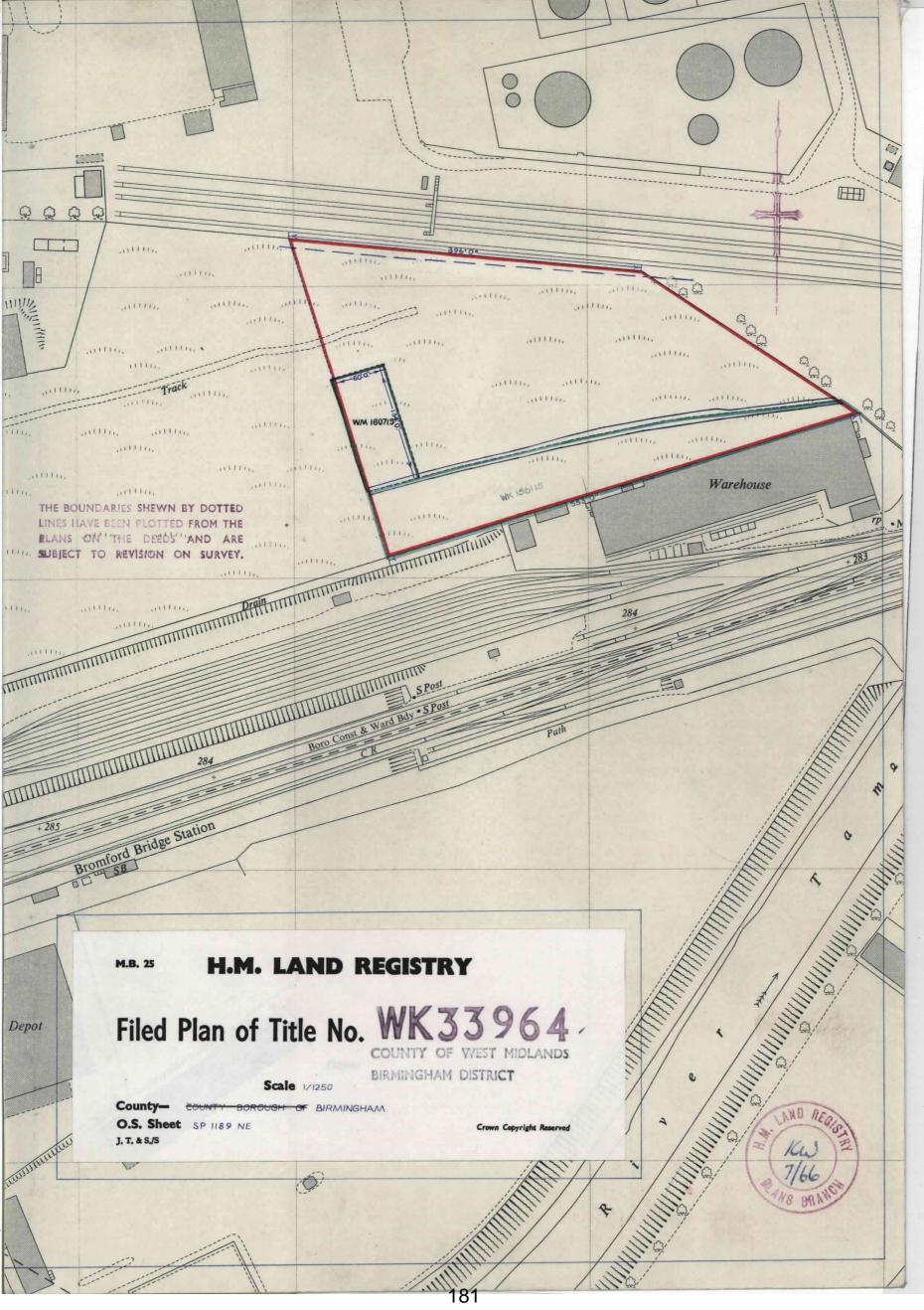
This register contains any charges and other matters that affect the land.

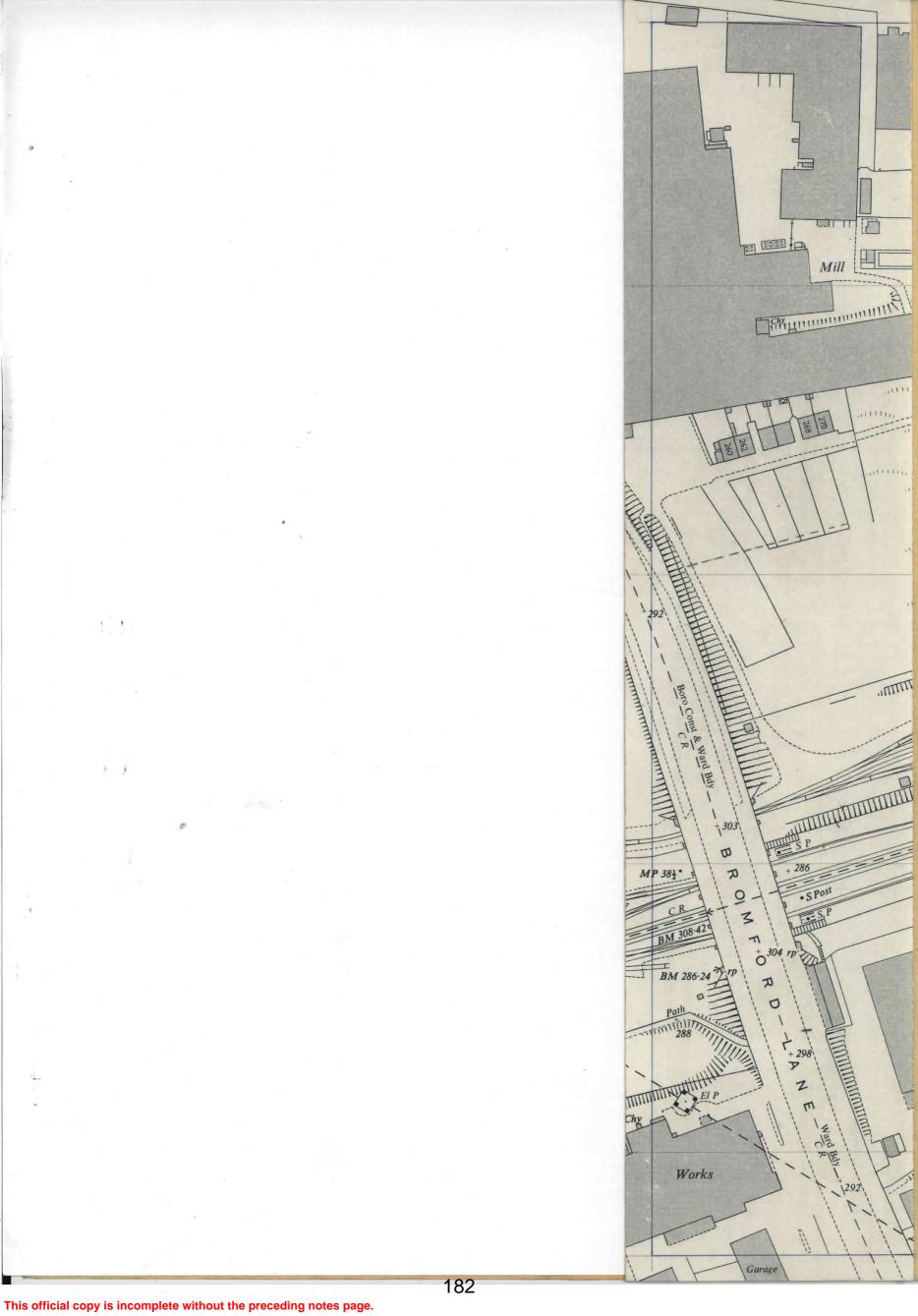
The land is subject to the rights granted to the Corporation by a Deed dated 4 August 1933 and made between (1) Abel Rollason & Sons Limited (Company) and (2) The Lord Mayor Aldermen and Citizens of the City of Birmingham (Corporation) to lay use and maintain a surface water sewer in the approximate position shewn by a blue broken line on the filed plan with ancillary rights of Entry.

The said Deed also contains the following provision:-

THE Company shall not erect or construct or permit or suffer to be erected or constructed within six feet on either side of the centre line of the new sewer any building erection or structure of any kind whatsoever.

End of register







Title number WK118802

Edition date 14.02.2011

- This official copy shows the entries on the register of title on 22 JUN 2017 at 10:46:24.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Jun 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Coventry Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST MIDLANDS : BIRMINGHAM

1 (06.08.1969) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the south east side of Wood Lane, Erdington.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (06.08.1969) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- 2 RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary, the solicitor or a director thereof has been furnished that such charge does not contravene any of the provisions of the memorandum and articles of association of the said proprietor.

C: Charges Register

This register contains any charges and other matters that affect the land.

The land is subject to the following rights reserved by a Conveyance of the land tinted pink on the filed plan and other land dated 13 May 1920 made between (1) The Birmingham Tame & Rea District Drainage Board (Drainage Board) (2) The Valor Company Limited (Company) and (3) Frank Henry Cufande Wiltshire (Town Clerk of the City of Birmingham):-

The hereditaments thereby assured were assured to the Company subject to the reservation or regrants as follows:

1. The right of the Drainage Board to maintain the two sludge mains indicated by green lines on the plan thereupon drawn and also to maintain the overhead electrical power transmission line shown on the

C: Charges Register continued

said plan together with liberty for the Drainage Board without payment of any compensation whatsoever at any time thereafter at all reasonable times on giving reasonable notice of their intention so to do or in case of emergency without notice to enter on the hereditaments thereby assured for the purposes of inspecting cleansing maintaining repairing enlarging and/or renewing the said sludge mains overhead electrical power transmission line and for such purposes or any or either of them by their officers servants workmen or contractors and with or without horses carts materials tools and implements to enter upon the said hereditaments at all times thereafter whenever necessary and to excavate and break open the ground doing as little damage as possible and reinstating and making good any damage done thereby.

NOTE: The sludge mains and the overhead electrical line are shown by yellow broken lines and a red broken line respectively on the filed plan.

2 The land is subject for the terms of 99 years from 1 November 1971 to the rights of way granted by a Lease dated 2 January 1975 of land to the south east of the land in this title made between (1) Esso Petroleum Company Limited and (2) Mainline Pipelines Limited.

NOTE: Copy filed under WM14173.

3 Lease dated 2 January 1975 of the land hatched blue on the filed plan being three feet in width and thirty feet in depth excluding the top two feet six inches thereof to Mainline Pipelines Limited for 99 years from 1 November 1971.

NOTE 1: The lease comprises also other land and contains provisions as to an upwards extension of the land demised and as to re-location

NOTE 2: Lessees title registered under WM14174.

End of register

H.M. LAND REGISTRY

TITLE NUMBER.

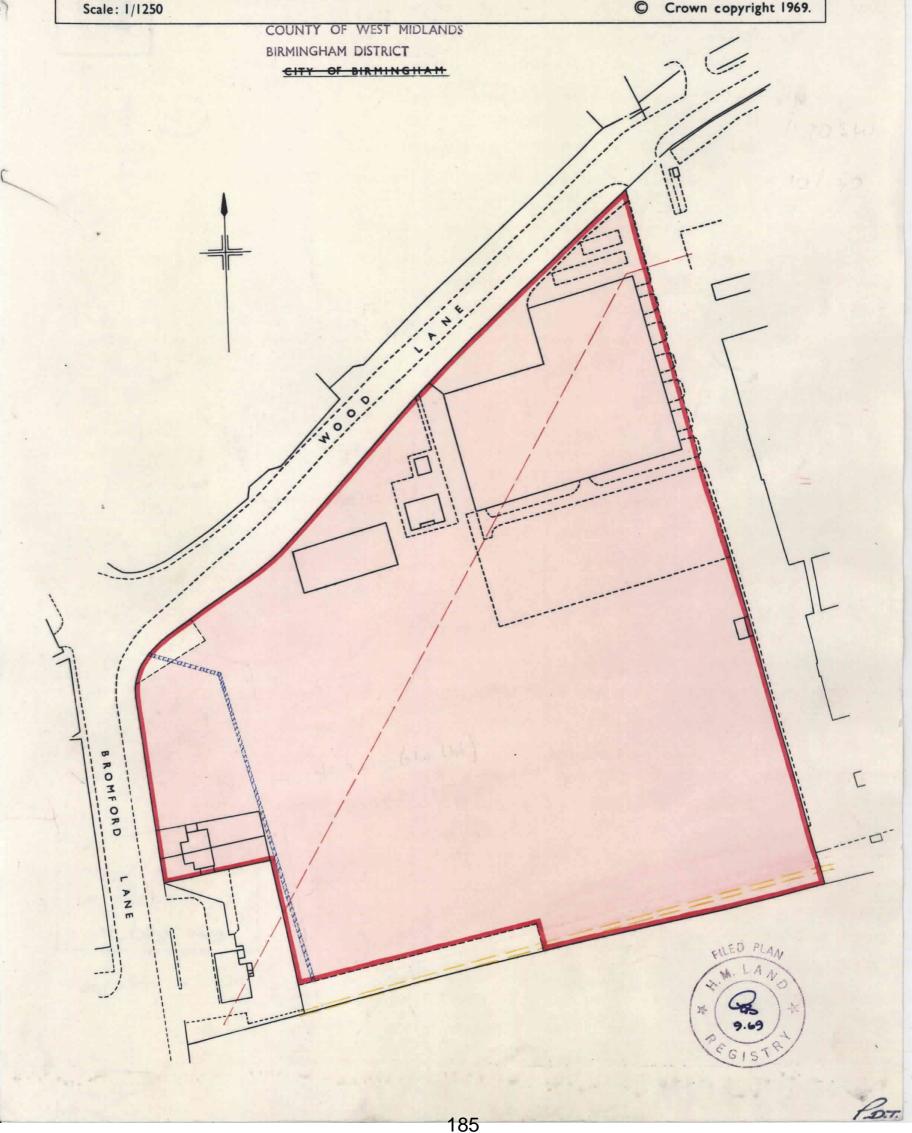
WK 118802

ORDNANCE SURVEY PLAN REFERENCE

COUNTY SHEET WARWICKSHIRE

NATIONAL GRID SECTION SP 1190

Crown copyright 1969.





Title number WK66930

Edition date 14.02.2011

- This official copy shows the entries on the register of title on 22 JUN 2017 at 12:04:11.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Jun 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Coventry Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST MIDLANDS : BIRMINGHAM

1 (29.08.1967) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the east of Bromford Lane, Erdington.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (29.08.1967) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- 2 RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary, the solicitor or a director thereof has been furnished that such charge does not contravene any of the provisions of the memorandum and articles of association of the said proprietor.

C: Charges Register

This register contains any charges and other matters that affect the land.

- The land is subject for the term of 99 years from 1 November 1971 to the rights of way granted by a Lease dated 2 January 1975 of land to the south east of the land in this title made between (1) Esso Petroleum Company Limited and (2) Mainline Pipelines Limited.
 - NOTE: Copy filed under WM14173.
- 2 Lease dated 2 January 1975 of the land hatched blue on the filed plan being three feet in width and thirty feet in depth excluding the top two feet six inches thereof to Mainline Pipelines Limited for 99 years from 1 November 1971.

Title number WK66930

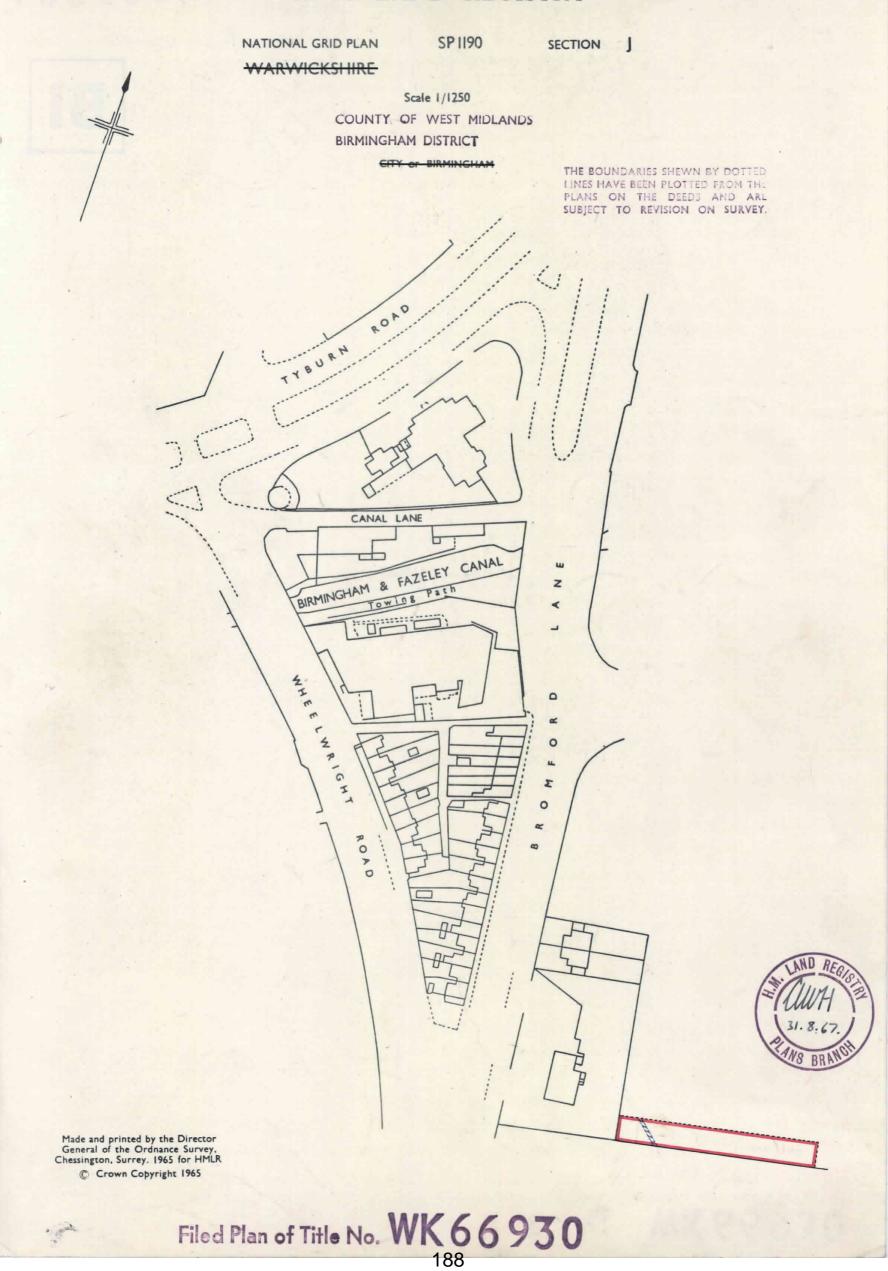
C: Charges Register continued

 ${\tt NOTE~1:}$ The lease comprises also other land and contains provisions as to an upwards extension of the land demised and as to re-location

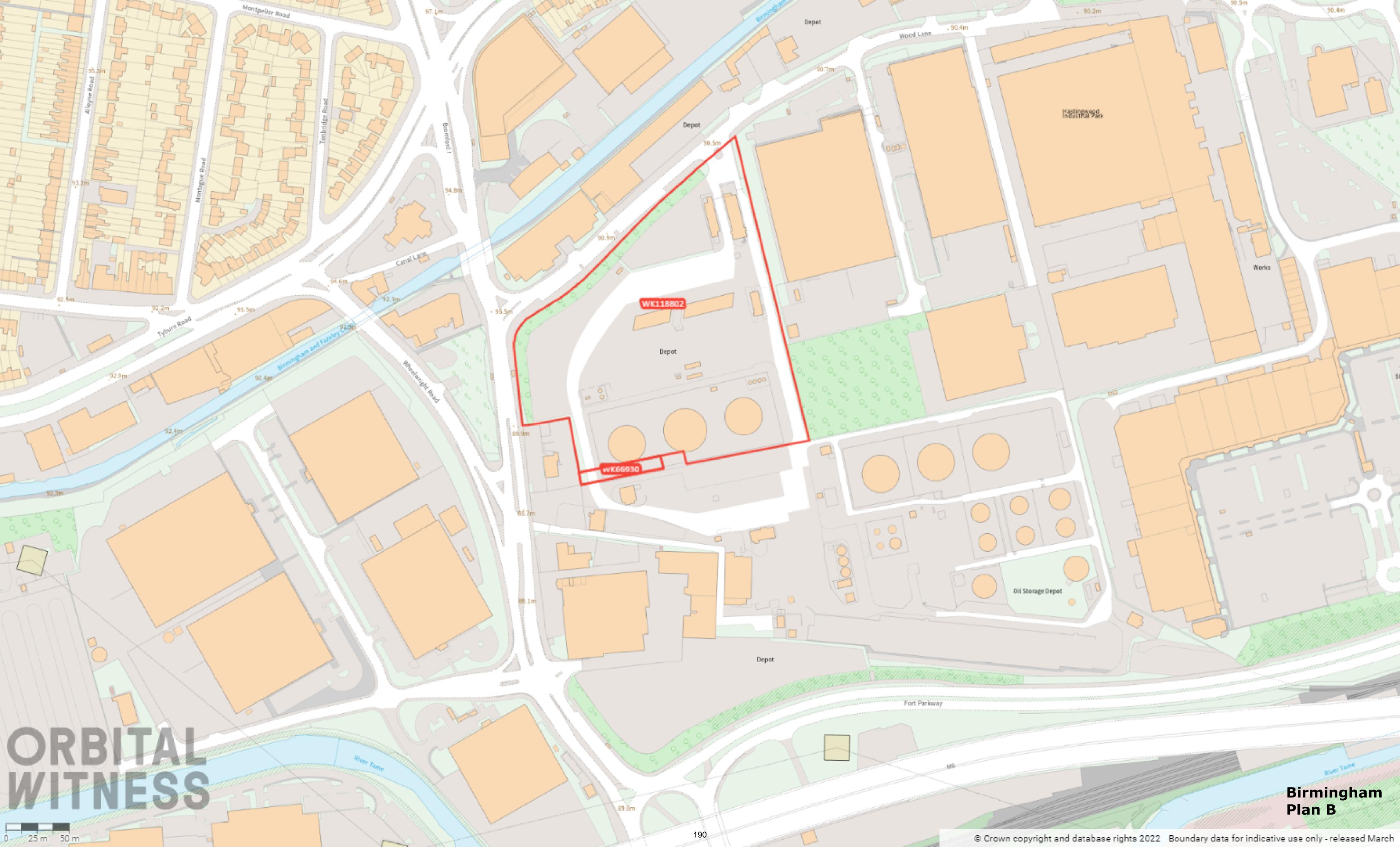
NOTE 2: The Lessee's title is registered.

End of register

H. M. LAND REGISTRY











Photograph 1

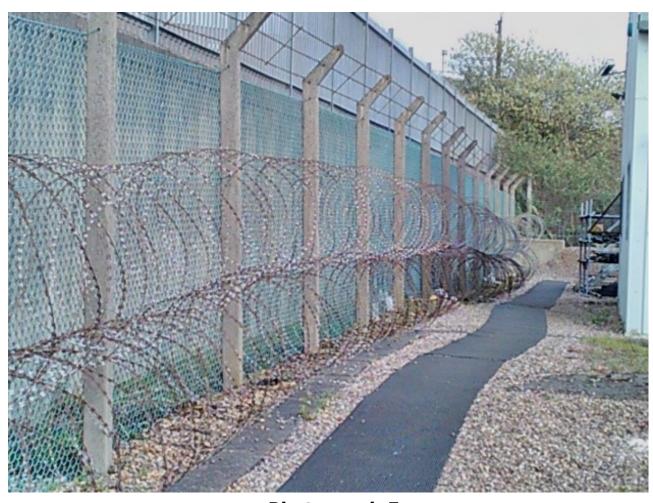




Photograph 3



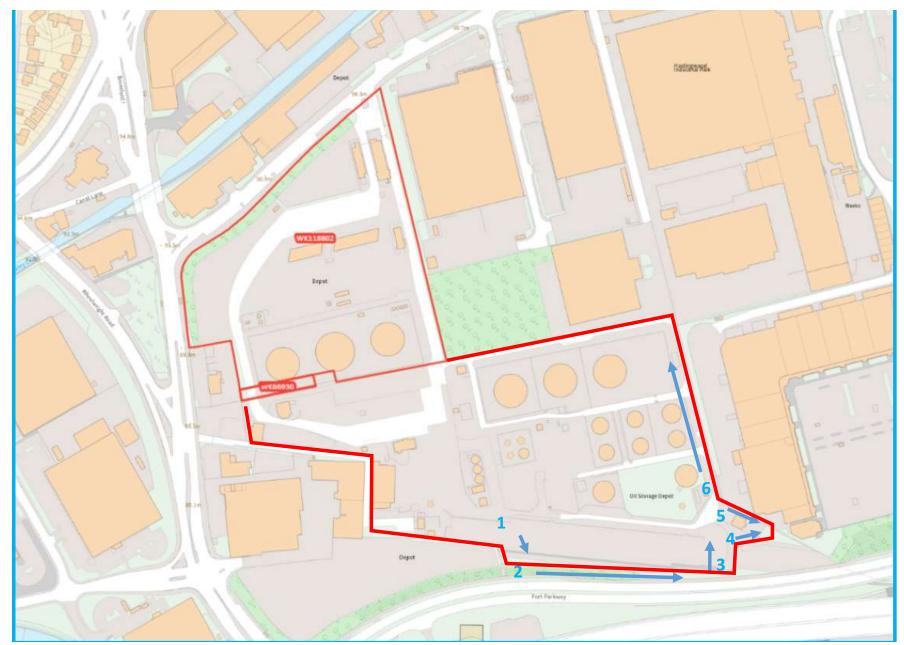
Photograph 4



Photograph 5



Photograph 6



Layout plan

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

SSW5

This is the exhibit marked "SSW5" referred to in the First Witness Statement of Stuart Sherbrooke Wortley.



Title number EX869151

Edition date 17.06.2014

- This official copy shows the entries on the register of title on 17 MAY 2017 at 11:26:40.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 May 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title.

THURROCK

1 (18.08.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Purfleet Fuels Terminal, London Road, Purfleet (RM19 1RS).

NOTE: The boundary between the points lettered A and B on the title plan is the mean high water mark from time to time and is subject to the effect of accretion and diluvion.

2 (18.08.2011) The land has the benefit of but is subject to the rights granted by a Deed of Grant dated 16 October 1961 made between (1) Esso Petroleum Company Limited ("the First Owner") and (2) Purfleet Deep Wharf And Storage Company Limited ("the Second Owner").

NOTE:-Copy Deed filed

3 (18.08.2011) The land has the benefit of the rights granted by a Deed of Mutual Grant dated 5 April 1995 made between (1) Esso Petroleum Company, Limited (2) Purfleet Real Estate Limited and (3) Kredietbank NV.

NOTE:-Copy Deed filed under EX537766.

4 (28.12.2011) By a Deed dated 15 December 2011 made between (1) Esso Petroleum Company Limited (2) Purfleet Real Estate Limited and (3) KBC Bank N.V. the terms of the Deed of Mutual Grant dated 5 April 1995 referred to above were varied as therein mentioned.

NOTE:-Copy Deed filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (18.08.2011) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No.

B: Proprietorship Register continued

00026538) of Exxonmobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (18.08.2011) An Agreement dated 21 May 1947 made between (1) Anglo-American Oil Company Limited and (2) Thames Board Mills Limited relates to the overhang of windows.

NOTE: Copy filed.

2 (18.08.2011) An Agreement dated 16 October 1961 made between (1) Esso Petroleum Company Limited and (2) Purfleet Deep Wharf and Storage Company Limited relates to the connection, use and maintenance of a pipeline.

NOTE: Copy filed.

3 (18.08.2011) The land is subject to the rights granted by a Deed dated 28 November 1961 made between (1) Esso Petroleum Company Limited and (2) The British Transport Commission.

NOTE: Copy filed.

4 (18.08.2011) The land is subject to the rights granted by a Transfer of land lying to the north of the land in this title dated 10 May 1995 made between (1) Esso Petroleum Company, Limited and (2) Purfleet Real Estate Limited.

NOTE: Copy filed.

5 (17.06.2014) The land is subject to the rights granted by a Deed dated 4 June 2014 made between (1) Esso Petroleum Company Limited and (2) Purfleet Real Estate Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under EX457878.

End of register

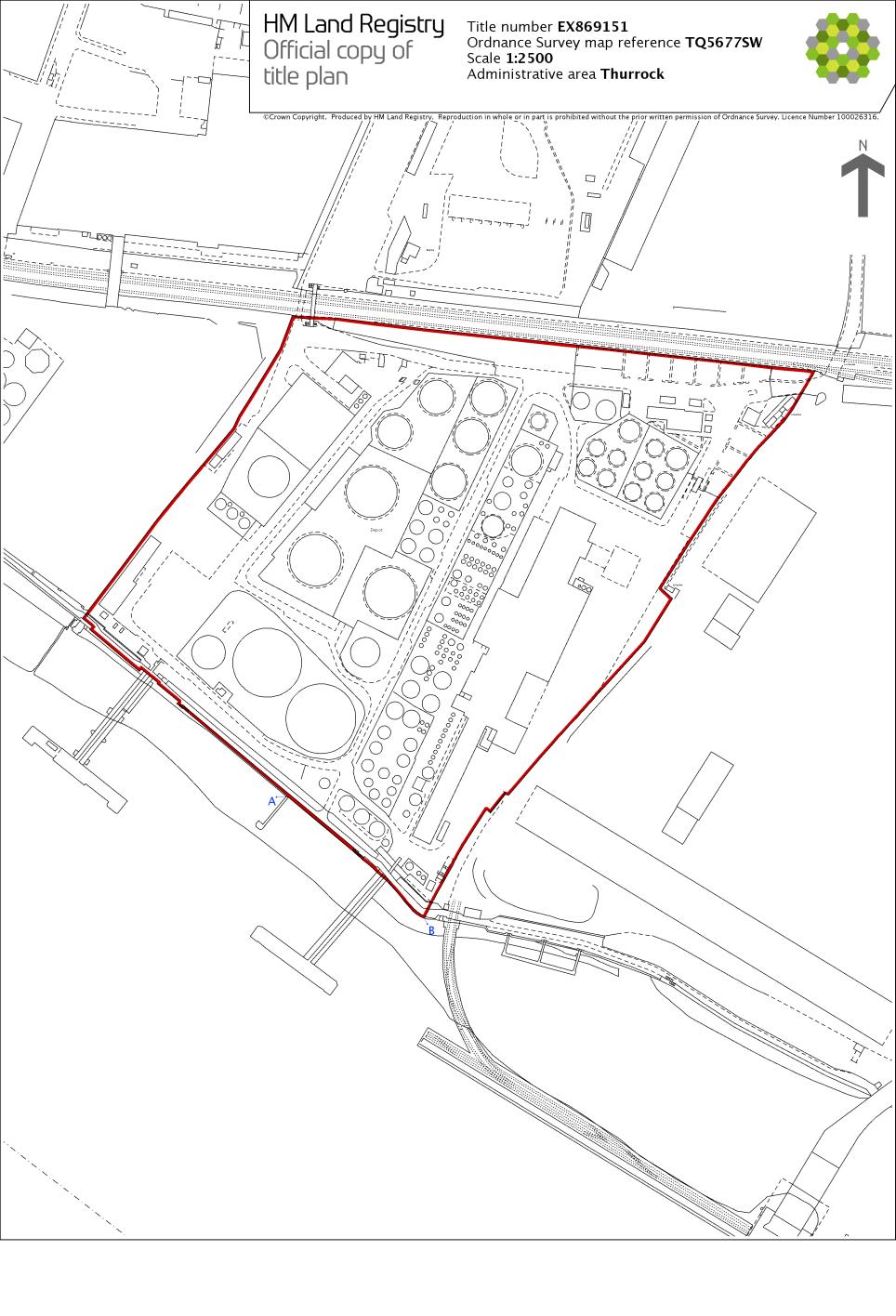
These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 17 May 2017 shows the state of this title plan on 17 May 2017 at 11:26:40. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Peterborough Office.





Title number EX869958

Edition date 17.06.2014

This official copy shows the entries on the register of title on 10 JUN 2019 at 08:25:39.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 10 Jun 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title.

THURROCK

- 1 (09.09.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being part of Purfleet Fuels Terminal, London Road, Purfleet.
- 2 (09.09.2011) The land tinted pink on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance thereof dated 23 October 1890 made between (1) John Edward Curtis and (2) The Anglo-American Oil Company Limited.

¬NOTE: Copy filed.

3 (09.09.2011) An Agreement dated 30 November 1959 made between (1) Urban District Council for the Urban District of Thurrock and (2) Esso Petroleum Company Limited relates to the use and maintenance of electric cables in London Road.

¬NOTE: Copy filed.

4 (09.09.2011) The land has the benefit of the rights granted by a Deed dated 4 July 1989 made between (1) British Railways Board (2) ESSO Petroleum Company Limited and (3) Purfleet Deep Wharf and Storage Limited for a term of 99 years from 21 June 1982.

¬NOTE:-Copy filed.

5 (09.09.2011) The land has the benefit of the rights granted by a Deed dated 5 April 1995 made between (1) ESSO Petroleum Company, Limited (2) Purfleet Real Estate Limited and (3) Kredietbank NV.

¬NOTE: Copy filed under EX537766.

6 (09.09.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining the eastern boundary of the land in this title dated 10 May 1995 made between (1) ESSO Petroleum Company, Limited and (2) Purfleet Real Estate Limited.

¬NOTE: Copy filed under EX869151.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (09.09.2011) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 00026538) of Exxonmobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (09.09.2011) The land tinted blue on the title plan is subject to the rights reserved by a Conveyance thereof dated 27 August 1915 made between (1) George Edward Curtis and others and (2) Anglo-American Oil Company Limited.

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¬NOTE: Copy filed.
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2 (09.09.2011) An Agreement dated 22 September 1936 made between (1)
Anglo-American Oil Company Limited and (2) The Urban District Council
of the Urban District of Thurrock relates to rights to drain into a
ditch.

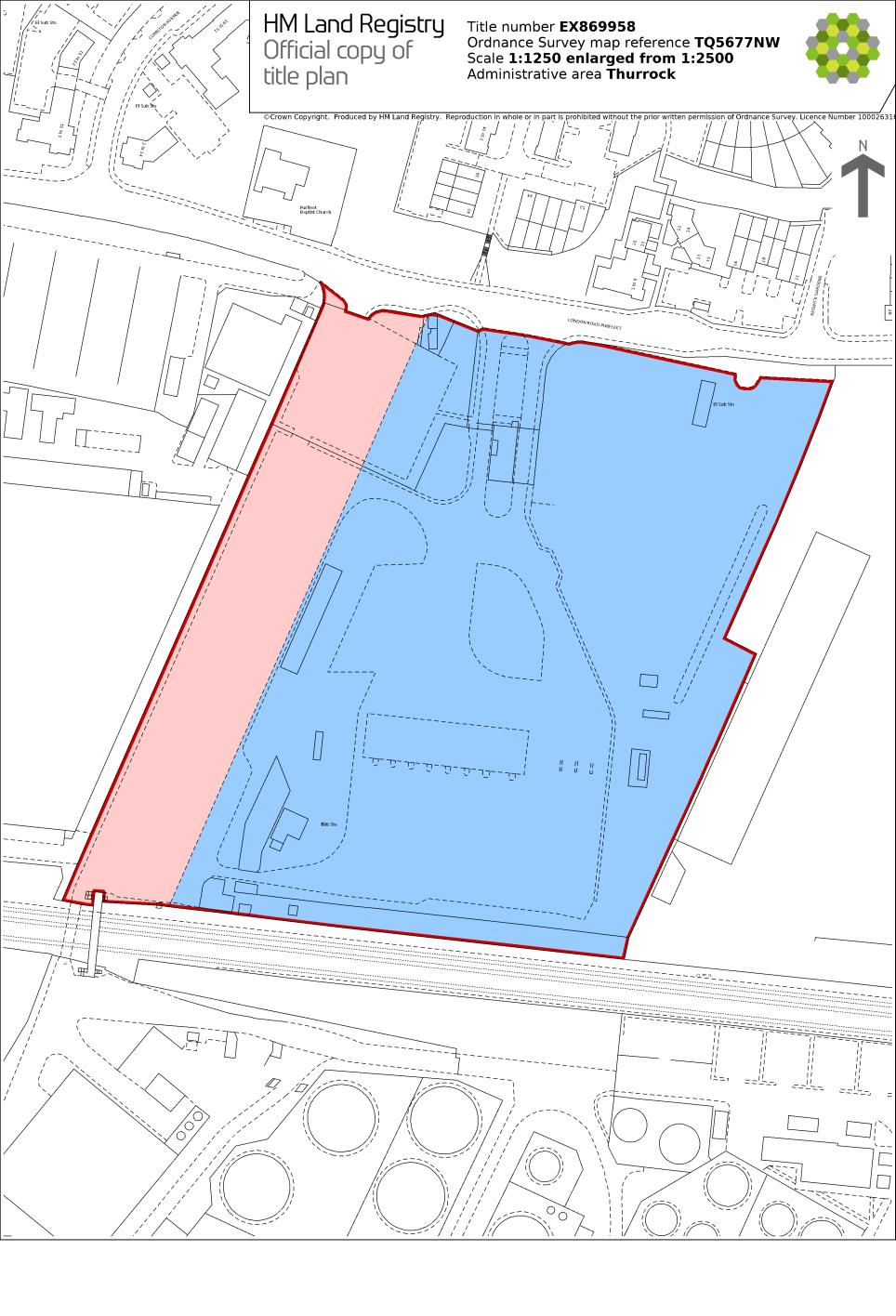
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¬NOTE: Copy filed.
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3 (17.06.2014) The land is subject to the rights granted by a Deed dated 4 June 2014 made between (1) Esso Petroleum Company Limited and (2) Purfleet Real Estate Limited.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE: Copy filed under EX457878.

End of register



Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred:				
-	 -	EX869151				
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:				
Insert address, including	3	Property:				
postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and		Land at the Former Lube Oil Blending Plant, Purfleet, Essex				
minerals, should be defined.		The property is identified				
Place 'X' in the appropriate box and complete the statement.		on the attached plan and shown: edged red				
For example 'edged red'.						
For example 'edged and numbered 1 in blue'.		on the title plan(s) of the above titles and shown:				
Any plan lodged must be signed by the transferor.						
	4	Date:				
Give full name(s) of all of the persons transferring the	5	Transferor:				
property.		Esso Petroleum Company, Limited				
Complete as appropriate where the transferor is a company.		For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:				
		00026538				
		For overseas companies (a) Territory of incorporation:				
	1					
		(b) Registered number in the United Kingdom including any prefix:				
Give full name(s) of all the	6	(b) Registered number in the United Kingdom including any prefix: Transferee for entry in the register:				
Give full name(s) of all the persons to be shown as registered proprietors.	6					
persons to be shown as registered proprietors.		Transferee for entry in the register:				
persons to be shown as registered proprietors. Complete as appropriate where the transferee is a company. Also, for an overseas company,		Transferee for entry in the register: PURFLEET REAL ESTATE LIMITED For UK incorporated companies/LLPs Registered number of company or limited liability partnership including				
persons to be shown as registered proprietors. Complete as appropriate where the transferee is a company.		Transferee for entry in the register: PURFLEET REAL ESTATE LIMITED For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:				

in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.	(b) Registered number in the United Kingdom including any prefix:						
Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.	7	Transferee's intended address(es) for service for entry in the register: 130 Shaftesbury Avenue, 2nd Floor, London, W1D 5EU					
	8	The transferor transfers the property to the transferee					
Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.	9	Consideration The transferor has received from the transferee for the property the following sum (in words and figures):					
		£9,015,500 (Nine million, fifteen thousand and five hundred pounds) plus VAT of £1,803,100 (One million eight hundred and three thousand and one hundred pounds)					
		☐ The transfer is not for money or anything that has a monetary value					
		☐ Insert other receipt as appropriate:					
Place 'X' in any box that applies.	10	The transferor transfers with					
		☐ full title guarantee					
Add any modifications.		☐ limited title guarantee					
		The covenants implied under the LPMPA 1994 are modified so that -					
		(a) the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to -					
		(i) make proper searches; or					
		(ii) raise requisitions on title or on the results of the Transferee's searches; and					
		(b) the covenant set out in section 3 of the LPMPA 1994 will extend only to charges or incumbrances created by the Transferor.					
Where the transferee is more	11	Declaration of trust. The transferee is more than one person and					
than one person, place 'X' in the appropriate box.		they are to hold the property on trust for themselves as joint tenants					
		they are to hold the property on trust for themselves as tenants in common in equal shares					
	L						

Complete as necessary.

The registrar will enter a Form A restriction in the register unless:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to <u>Joint property</u> ownership and <u>practice guide</u> 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

thev	are	to	hold	the	property	on	trust:	
	w. •	••			P. 0 P O. 1,	•••		

12 Additional provisions

Definitions

12.1 In this Transfer:

Affiliated Companies means Exxon Mobil Corporation and companies more than 50% of whose voting shares are owned or controlled directly or indirectly by Exxon Mobil Corporation and their predecessor and successor companies;

Charge means a charge of all or any part of the Property or of an interest in the same;

Conditions of Entry means:

- in compliance with all the Transferee's security requirements and measures as notified in writing from time to time;
- 12.1.2 following approval of a risk assessment where reasonably required by the Transferee (such approval not to be unreasonably withheld or delayed);
- 12.1.3 with written consent of the Transferee (such consent not to be unreasonably withheld or delayed) at times convenient to the Transferee and the Transferor (both parties acting reasonably);
- 12.1.4 accompanied by a representative of the Transferee at all times; and
- 12.1.5 complying with the reasonable regulations made by the Transferee with regard to access and notified to Transferor;

Contamination means the presence of Relevant Substances in, on or under the Property or which has migrated from the Property at any time excluding the presence of any Relevant Substances which have migrated from the Retained Land to the Property after the date of this Transfer which -

- (a) are causing harm to man or any other living organism supported by the Environment or material damage to the Environment, public health or welfare;
- (b) give rise to a possibility of such harm being caused;
- (c) are causing pollution of controlled waters; or
- (d) give rise to a likelihood of such pollution;

Development Property means property comprising or including all or part of the Property upon which a single building (or two or more buildings which are connected internally or share common service conduits or internal common parts) is developed;

Discharge Permit means Consent number WR1981 issued by the National Rivers Authority on 6 September 1995

Engineering Controls means (depending upon the nature of the development upon the Development Property) such controls as are required to effectively prevent the migration of vapours and/or liquids containing Relevant Substances into any buildings, underground utilities or storm water retention/detention ponds upon the Development Property including (without limitation) slab or at grade construction, vapour installation systems, vapour barriers, sealed sumps and storm pond liners;

Environment means the environment as defined in section 1(2) of the EPA 1990 and 'environmental' shall be construed accordingly;

EPA 1990 means the Environmental Protection Act 1990;

Exempt Lease means a rack rent lease of all or part of the Property for a term of less than 25 years granted without a fine or premium;

ExxonMobil Captive Insurers means Ancon Insurance Company Inc. and Bluefield International Insurance Inc., both being companies that are incorporated in the State of Vermont in the United States of America, and any other wholly-owned insurance company of Exxon Mobil Corporation and their respective predecessor and successor companies, being the insurers of Exxon Mobil Corporation and other Affiliated Companies including the Transferor;

ExxonMobil Policies means insurance policies issued -

- (a) to Exxon Mobil Corporation and its predecessors;
- (b) to any of the Affiliated Companies directly by any of the ExxonMobil Captive Insurers; or
- to any of the Affiliated Companies by locally admitted insurers which are reinsured by any of the ExxonMobil Captive Insurers;

Exxon Mobil Corporation means a company incorporated in the State of New Jersey in the United States of America and its predecessor and successor companies;

Group Company means in relation to a company, that company, any subsidiary or holding company from time to time of that company or any subsidiary from time to time of a holding company of that company, and for this purpose 'holding company' and 'subsidiary' mean a holding company and subsidiary as defined in section 1159 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159 (1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;

HSE Guidelines means the guidance produced by the Health & Safety Executive under reference number: SPC/Tech/General/43 entitled "Land use planning advice around large scale petrol storage sites" or any guidance replacing, updating or ancillary to the same.

LPMPA means the Law of Property (Miscellaneous Provisions) Act 1994;

Membrane and Fill Works means the laying of an appropriate membrane that prevents exposure of users of the relevant Recreation Area to contaminants that may be present, overlaid by a protective layer of uncontaminated fill of appropriate depth;

NRIL Agreement A deed dated 4 July 1989 made between British Railways Board (1) the Transferor (2) and Purfleet Deep Wharf Limited (3) as varied by a Deed of Variation dated 1 July 2020 and made between Network Rail Infrastructure Limited (1) The Transferor (2) and the Transferee (3)

Occupational Licence means the licence dated 2 July 2021 and made between Esso (1) and C.RO Ports London Limited (2)

Public Disposition means a lease or transfer of a substation site, gas governor site or other disposition in connection with the supply of public utilities or a disposition for the purpose of highway improvements;

Recreation Area means an outdoor area designed or laid out as a playground, play area, sports-field or sports facility;

Regulatory Authority means any competent authority having powers and duties in relation to the enforcement of any law, rule, regulation or obligation existing, adopted, made, commenced, introduced or otherwise brought into force prior to or after this Transfer concerning the protection of human health, the Environment or any Relevant Substance, and for the avoidance of doubt the expression 'Regulatory Authority' shall not include any court of law;

Relevant Substance means any substance whatsoever (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) or waste which is capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment, public health or welfare;

Remediation Works means works, operations or steps for the purpose of preventing, mitigating or remedying Contamination and cognate expressions shall be construed accordingly;

Reports means

Purfleet Lubes (UK) - ARCADIS - Soil Gas and Detailed Quantitative Risk Assessment Report 806900701_02 Jan 16"

10040409-AUK-XX-XX-RP-YY-0001-01-Purfleet Lubes HLR April 2021

10040409-AUK-XX-XX-RP-GE-0003-01-SI Factual Site Investigation Report

Purfleet Lubricants Terminal (UK) – ARCADIS – Environmental Site Assessment Report 806900507

Purfleet Lubricants Terminal (UK) - LNAPL Tracer Test Report - ARCADIS

Purfleet Lubes (UK) - ARCADIS - LNAPL Assessment Report - 806900802_01 Jan 15

Purfleet Lubricants (UK) - Arcadis - Q4 Groundwater Monitoring and 2015 Summary Report.

806900205 Purfleet Lubes Q2 July 2013 Groundwater Monitoring Report

806900213 Purfleet Lubes Q3 Sept 2013 Groundwater Monitoring Report

Purfleet (UK) - ARCADIS - LNAPL Dye Tracer Test Work Plan 806900901 Feb 15

Purfleet Lubes (UK) - ARCADIS - Q1 March 2015 Groundwater Monitoring - 806901005 May 15

Purfleet Lubricants (UK) - ARCADIS - Q3 Groundwater Monitoring Report 806901013 01 Oct 15

Purfleet Lubricants Terminal (UK) ARCADIS Q2 GW Monitoring Report June 2015 806901010

UK - Purfleet Terminal Lubes - ARCADIS - Groundwater Monitoring Report August 2012

UK - Purfleet Terminal Lubes - ARCADIS - Groundwater Monitoring Report December 2012

UK - Purfleet Terminal Lubes - ARCADIS - GW Monitoring and annual summary Mar 2013

UK Purfleet Lubes Q1 March 2013 Groundwater Monitoring Report 806900204

UK Purfleet Lubricants - ARCADIS - Q3 September 2014 Groundwater Monitoring Report 806900413

UK Purfleet Terminal Detailed UXO Risk Assessment 2013

UK - Purfleet Lubricants - Q1 March 2014 Groundwater Monitoring Report_806900404

UK Purfleet Lubricants - ARCADIS - Q2 June 2014 Groundwater Monitoring Report 806900407 01

UK - Purfleet Terminal Lubricants Area - ARCADIS - Quarter 4 Groundwater Monitoring Report-806900218_0

Purfleet Lubes 2005 Q3 Desk Study October 2005_V1

Purfleet Lubes 2007 Q1 Combined Phase II and Generic RA

Purfleet Lubes 2007 Q3 Additional Phase II Factual Report Final Draft

Purfleet Lubes 2009 Q2 Groundwater Monitoring Report Dec 2008

Purfleet Lubes 2009 Q3 GW Mon Rpt May 2009 v1

Purfleet Lubes 2009 Q4 GW Mon Report Sep 2009

Purfleet Lubes 2009 Q4 Groundwater Monitoring Report July 2009

Purfleet Lubes 2010 Q1 GW Monitoring Report Dec 2009

Purfleet Lubes 2010 Q3 2010 Phase II Report August 2010 V1

Purfleet Lubes 2010 Q3 Groundwater Monitoring Report June 2010 v1

Purfleet Lubes 2010 Q3 Monitoring Report April 2010 v1

Purfleet Lubes 2010 Q4 Groundwater Monitoring Annual Summary Feb 2011 Draft

Purfleet Lubes 2010 Q4 Groundwater Monitoring Report Sep 2010 v1.0

Purfleet Lubes 2011 Q1 Groundwater Monitoring July 2011

Purfleet Lubes 2011 Q2 Groundwater Monitoring Aug 2011

Purfleet Lubes 2011 Q3 Combined Risk Assessment April 2011 Draft

Purfleet Lubes 2011 Q3 Groundwater Monitoring Report Sept 2011 v1

Purfleet Lubes 2011 Q4 Groundwater Monitoring and Annual Summary Feb 2012 Draft

UK Purfleet Lubes May 2012 Groundwater Monitoring Report DRAFT v1.0

Retained Land means the Transferor's adjoining and neighbouring land shown edged blue on the Plan;

services (for the avoidance of doubt) does not include wells or boreholes for the abstraction of water;

Statutory Guidance means the guidance issued by the Department for Environment, Food and Rural Affairs in April 2012 in accordance with section 78YA of the EPA 1990 as amended or substituted from time to time;

transfer includes a disposal or a disposition other than a transfer (as the context permits) and '**transferee**' includes a disponee pursuant to such a disposition.

- 12.2 The Transferee acknowledges receipt of a copy of each of the Reports and that the Transferor gives no warranty as to the state and condition of the Property, its suitability for the present or any future use, the accuracy of the Reports or any conclusions that they may draw.
- 12.3 The Transferee acknowledges that any obligation to carry out Remediation Works at, on, in, or under the Property in respect of any Contamination or to any adjoining property to which any Contamination has or may have spread has been transferred to the Transferee to the complete exoneration of the Transferor with effect from the date of this Transfer. For the avoidance of doubt, this Clause does not transfer any responsibility to the Transferee in respect of any Remediation Works at, on, in or under the Property that arise as a result of, subject to clause 12.14, Relevant Substances migrating from the Retained Land after the date of this Transfer.
- 12.4 (Without prejudice to the obligations transferred to the Transferee pursuant to Clause 12.3) if after the date of this Transfer the Transferee should fail to carry out any Remediation Works to the Property that are required by any Regulatory Authority, then the Transferor may re-enter the Property on prior written notice of at least 5 Working Days and carry out such works and the Transferee shall reimburse the Transferor all costs and expenses thereby incurred by the Transferor.
- 12.5 The Transferee acknowledges and agrees:
 - 12.5.1 not to submit any claims related in any way to the state and/or condition of the Property (including groundwater) against the Transferor or any of its Affiliated Companies, including any of the ExxonMobil Captive Insurers and their respective officers, directors, employees and agents but for the avoidance of doubt the Transferee shall be entitled to submit a claim relating to any Relevant Substances which have migrated from the Retained Land to the Property after the date of this Transfer; and
 - 12.5.2 that no insurance cover is provided to the Transferee or any Group Company of the Transferee under any ExxonMobil Policies, and no claim will be made by or through the

Transferee or a Group Company of the Transferee under any ExxonMobil Policies and that any and all such policies shall be deemed terminated, commuted and cancelled ab initio, and no claim shall derive from any of the ExxonMobil Policies regardless of their date of issuance in respect of any event whether occurring before or after the date of this Transfer.

- 12.6 The Transferee undertakes with effect from the date of this Transfer to indemnify and hold harmless the Transferor (who shall for the purposes of this indemnity be deemed to be acting both for itself as principal and also as agent or trustee for and on behalf of the Affiliated Companies including any of the ExxonMobil Captive Insurers) and the Affiliated Companies including any of the ExxonMobil Captive Insurers and the Affiliated Companies and their respective officers, directors, employees and agents from and against all actions, proceedings, costs, claims, demands, damages and expenses (including but without limitation any legal fees) arising in respect of any of the following:
 - 12.6.1 any covenant, condition, agreement or declaration in respect of the Property made by the Transferor in respect of the Property whether in any registered title or other documents referred to in this Transfer or otherwise;
 - 12.6.2 Contamination:
 - 12.6.3 any obligations to carry out Remediation Works to the Property or otherwise -
 - (a) as referred to in Clause 12.3; or
 - (b) as imposed by any Regulatory Authority whether such obligation is imposed upon the Transferee or the Transferor (save to the extent relating to Relevant Substances which have migrated from the Retained Land to the Property after the Date of this Transfer);
 - 12.6.4 (with the exception only of any claims by any of the Transferor's employees or former employees or contractors arising from any period when they may have worked at the Property prior to the date of this Transfer) any claims made by any third party in relation to the Property or any adjoining property (other than the Retained Land) to which any Contamination has or may have spread, whether such obligation is imposed upon the Transferor or Transferee;
 - 12.6.5 any claim for compensation as a result of any access granted in order to undertake Remediation Works pursuant to any statutory, regulatory or judicial authority; and
 - 12.6.6 any claim made against any ExxonMobil Policies by or through the Transferee or any Group Company of the Transferee, or any person claiming to be subrogated to the Transferee's rights including any claim by an insurer for reinsurance, retrospective premium payments or prospective premium increases attributable to any such claim.
- 12.7 It is hereby agreed and declared that:

- 12.7.1 the Transferee and its successors in title shall not by virtue of this Transfer acquire any rights of light or air or otherwise which would prejudice the free use and enjoyment of the Retained Land for building or any other purpose, and that any enjoyment of light or air by the Transferee or its successors in title from and over the Retained Land or any part or parts thereof shall be deemed to be enjoyed with the consent of the Transferor, given for itself and its successors in title (such consent as the Transferee hereby acknowledges being determinable by the Transferor or its successors in title forthwith upon notice); and
- 12.7.2 the Transferor and its successors in title to the Retained Land shall not by virtue of this Transfer acquire any rights of light or air or otherwise which would prejudice the free use and enjoyment of the Property for building or any other purpose and that any enjoyment of light or air by the Transferor or its successors in title from and over the Property or any part or parts thereof shall be deemed to be enjoyed with the consent of the Transferee, given for itself and its successors in title (such consent as the Transferor hereby acknowledges being determinable by the Transferee or its successors in title forthwith upon notice).
- There is reserved to the Transferor and its successors in title for the benefit of the Retained Land and each and every part thereof the right of passage of all services through all service conduits in, upon or under the Property and serving the Retained Land at the date of this Transfer, and subject to the Conditions of Entry the right to enter upon the Property or so much thereof as is reasonably necessary with or without workmen and machinery for the purposes of maintaining or repairing the same, the person or persons exercising such right causing as little disturbance to the business for the time being carried on upon the Property as is reasonably possible and making good any damage occasioned in the exercise of such right to the Property or any buildings or other property of the Transferee or its successor in title on the Property as quickly as reasonably possible and to the reasonable satisfaction of the Transferee or its successor in title to the Property.
- 12.9 The Transferor grants to the Transferee for the benefit of the Property:
 - 12.9.1 the right of passage of all services through all service conduits in, upon or under the Retained Land and serving the Property at the date of this Transfer, and the right to enter upon the Retained Land or so much thereof as is reasonably necessary on prior written notice (having complied with the Conditions for Entry (as if references in the same to the Transferee and the Transferor were reversed)) with or without workmen and machinery for the purposes of maintaining or repairing the same, the person or persons exercising such right causing as little disturbance to the business for the time being carried on upon the Retained Land as is reasonably possible and making good any damage occasioned in the exercise of such right to the Retained Land or any buildings or other property of the Transferor or its successor in title on the Retained Land as quickly as reasonably possible and to the reasonable

satisfaction of the Transferor or its successor in title to the Retained Land:

- the right to retain maintain and complete the installation of a 12.9.2 fence on the boundary between the Property and the Retained Land on the basis that the Transferee is required to maintain such fence and the right to access the Retained Land on prior written notice (having complied with the Conditions for Entry (as if references in the same to the Transferee and the Transferor were reversed)) to maintain, repair and replace such fence causing as little disturbance to the business for the time being carried on upon the Retained Land as is reasonably possible, complying with all health and safety and regulatory guidelines, requirements and statutes and making good any damage occasioned in the exercise of such right to the Retained Land or any buildings or other property of the Transferor or its successor in title on the Retained Land as quickly as reasonably possible and to the reasonable satisfaction of the Transferor or its successor in title to the Retained Land.
- 12.10 The Transferee covenants with the Transferor for the personal benefit of the Transferor:
 - 12.10.1 not to use the Property or any part thereof as or for any of the following purposes:
 - a dwelling house, hotel, hostel or other building in which persons sleep or reside;
 - (b) a campsite or caravan park;
 - (c) a day centre for use by children, the sick, elderly or disabled;
 - (d) a place of worship, school or a playground; or
 - (e) growing any produce for the purpose of human consumption or consumption by any other living thing;
 - 12.10.2 not to construct, install or make use of any underground storage tank or related pipework (unless constructed, installed and used as part of a motor fuel service station or fuels storage or fuel handling facility) or any other sub-ground level accommodation, basement or facility in or under any part of the Property other than foundations, services, including surface water drainage and temporary boreholes for the testing of soil and/or groundwater;
 - 12.10.3 as part of the creation or laying out of any Recreation Area upon the Development Property, to undertake Membrane and Fill Works protective of human health in accordance with a design specification and method statement approved by an appropriately experienced environmental engineer and to the satisfaction of relevant Regulatory Authorities;
 - 12.10.4 not to remove, alter or compromise the integrity of any Membrane and Fill Works undertaken pursuant to Clause

12.10.3 unless consequent upon permanent closure of the relevant Recreation Area:

- 12.10.5 to install Engineering Controls during the course of construction of each building from time to time constructed upon the Development Property in accordance with a design specification and method statement approved by an appropriately experienced environmental engineer and to the satisfaction of all relevant Regulatory Authorities;
- 12.10.6 not to remove, alter or compromise the integrity of any Engineering Controls installed pursuant to Clause 12.10.5 unless as part of demolition of the relevant building or the relevant part of such building;
- 12.10.7 to install during the course of any development upon the Development Property such other building design, controls and safeguards (including protective of human health and the Environment) as an appropriately experienced environmental engineer recommends or may be required by relevant Regulatory Authorities;
- 12.10.8 not to open up, create or use any borehole or water abstraction point upon the Property, and upon discovery of any well or borehole upon the Property providing an actual or potential supply of water without unreasonable delay to permanently decommission and plug the same in accordance with a design specification and method statement of an appropriately experienced environmental engineer and to the satisfaction of all relevant Regulatory Authorities;
- 12.10.9 to carry out any Remediation Works in compliance with all laws (including but not limited to Planning Acts, any Environmental legislation and any relevant health and safety regulations and / or building regulations (as the case may be)) and any requirements or recommendations of the Regulatory Authority; and
- 12.10.10 notwithstanding the generality of the above the Transferee covenants for so long as the Retained Land is used as a large scale petrol storage site to which the HSE guidelines apply not to carry out any development on the Property which would not otherwise be permitted by the provisions of the HSE Guidelines for a site with a sensitivity level of Zero and in particular not to develop any of the Property other than as permitted for sites with a sensitivity level of Zero.
- 12.10.11 not to transfer all or any part of the Property (other than by Public Disposition or Charge) without first procuring in the transfer (pursuant to section 56(1) of the Law of Property Act 1925) covenants, acknowledgements and an indemnity by the transferee with the Transferor in terms equivalent (mutatis mutandis) to the covenants, acknowledgements, agreement and indemnity on the part of the Transferee contained within this Transfer and an acknowledgement that the provisions of the Contracts (Rights of Third Parties) Act 1999 apply to such

transfer provided that in the case of an Exempt Lease no indemnity in terms equivalent to Clauses 12.6.2 to 12.6.6 inclusive shall be required;

12.10.12 to procure within any Public Disposition:

- (a) acknowledgements by the relevant disponee in the terms set out in Clause 12.11;
- (b) a covenant by the relevant disponee not to use the property the subject of the Public Disposition for any use other than as a substation site, gas governor site, use for the supply of public utilities or for the purpose of highway improvements (whichever the case may be); and
- (c) a covenant by any future disponee of the property in terms equivalent to the covenant given by the Transferee in this Transfer pursuant to this Clause 12.10.12
- 12.11 The acknowledgements referred to in Clauses 12.10.11 and 12.10.12
 - 12.11.1 that the Property transferred stands upon property formerly used as part of a lube oil blending plant, and the soil and/or groundwater of the property transferred may have been impacted by oil products, but the Transferor has given no warranty as to the condition of the Property;
 - 12.11.2 that the terms of sale by the Transferor of the Property, including the property transferred, completely exonerate the Transferor from all liability in respect of any Contamination and any obligation to carry out remedial work to such property or any adjoining property to which any Contamination has or may have spread, and accordingly the Transferor has no such liability to the relevant transferee; and
 - 12.11.3 that the provisions of the Contracts (Rights of Third Parties)
 Act 1999 apply to the acknowledgements described in
 Clauses 12.11.1 and 12.11.2.
- 12.12 The Transferor and the Transferee hereby apply to the Chief Land Registrar for entry upon the proprietorship register of the Property of a restriction in the following terms:

"([Date]) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of a registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Esso Petroleum Company, Limited (Company Registration Number 00026538) of Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX or a solicitor that the provisions of each of Clauses 12.10.11 and 12.10.12 of the Transfer dated

2021 referred to in the register have been complied with or do not apply."

12.13 The Property is transferred subject to matters contained or referred to in:

- (a) the registers of the registered title EX869151 as at 14 April 2021 as at 10:49:44
- (b) the Occupational Lease;
- (c) the NRIL Agreement;
- (d) the Discharge Permit;

in each case insofar as the same are still subsisting, concern all or part of the Property and are capable of taking effect.

- 12.14 The parties agree that in determining whether or not a Relevant Substance in, on or under the Property has migrated from the Retained Land to the Property after the date of this Transfer it shall be assumed that the Relevant Substance was present at the Property as at the date of this Transfer unless the Transferee can provide evidence reasonably acceptable to the Transferor demonstrating that the Relevant Substances have migrated from the Retained Land to the Property following the date of this Transfer. The parties further agree that the Relevant Substances referred to in the Reports shall be evidence of their presence as at the date of this Transfer.
- 12.15 If a provision of this Transfer is found to be illegal, invalid or unenforceable then to the extent that it is illegal, invalid or unenforceable that provision shall be given no effect and shall be treated as though it were not included in this Transfer, but the validity and enforceability of the remaining provisions of this Transfer shall not be affected.
- 12.16 It is intended that a person that is not a party to this Transfer shall not be entitled to enforce its provisions by virtue of the Contracts (Rights of Third Parties) Act 1999, save that Affiliated Companies and ExxonMobil Captive Insurers are entitled to and may rely on any provisions in this Transfer stated to be for their benefit, including, but not limited to, Clauses 12.5 and 12.6.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2. Rights granted for the benefit of the property

See Box 12

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2. Rights reserved for the benefit of other land

See Box 12

Include words of covenant.

Restrictive covenants by the transferee

See Box 12

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Check See Box 12

Other See Box 12

The transferor must execute this transfer as a deed using the statements.

Execution

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Executed as a Deed by ESSO PETROLEUM COMPANY, LIMITED

acting by [ANDREW JOHNSON], a director and [FIOUA HARMESS its company secretary

Signature of director

Signature of company secretary

by one director		
by one director		
in the presence of –		
Signature of Witness	 5	
Name of Witness		
	••••	
Address		

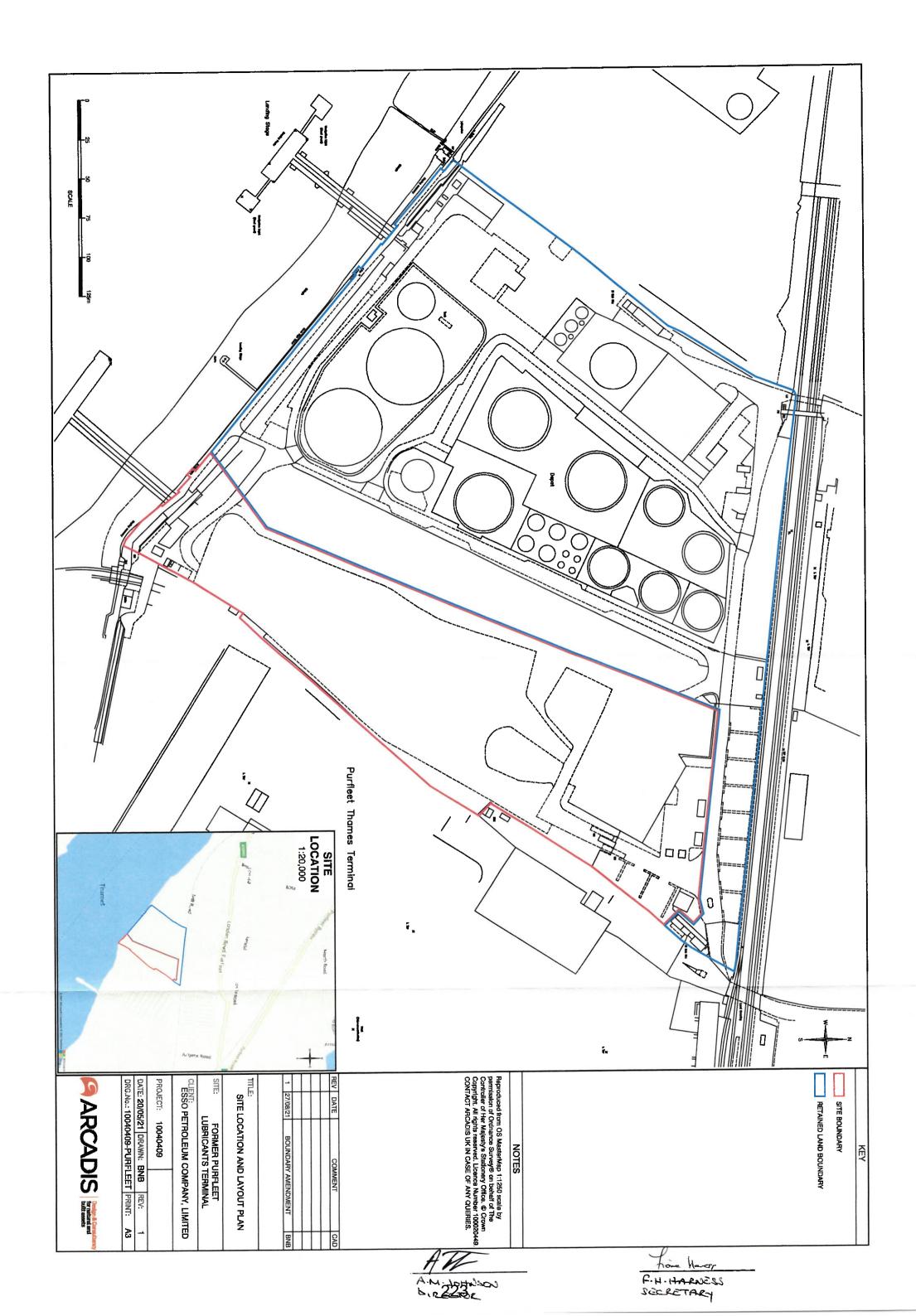
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

SSW6

This is the exhibit marked **"SSW6"** referred to in the First Witness Statement of Stuart Sherbrooke Wortley.



Title number MX219704

Edition date 26.01.2016

- This official copy shows the entries on the register of title on 27 MAR 2018 at 14:37:14.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Mar 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

HOUNSLOW

- 1 (03.11.1949) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Bedfont Road, Stanwell.
- 2 The land edged and lettered A on the filed plan added to the Title on 10 August 1990.
- 3 (21.12.1995) A Transfer of a Cargo Terminal lying to the east of the land in this title dated 14 November 1995 made between (1) Esso Petroleum Company Limited (Transferor) and (2) Cargo Service Centre (UK) Limited (Transferee) contains the following covenants which are expressed to be for the benefit of the land in this title:-

"The Transferee covenants with the Transferor to observe and perform the New Restrictive Covenants with the intention that:-

- 4.1 the burden of this covenant shall run with and bind the Property.
- $4.2\,$ the benefit of this covenant shall be annexed to and run with the Retained Land.

(The New Restrictive Covenants)

- 1. The Transferee and those deriving title under it will not at any time use the Property or any part thereof or permit the Property or any part thereof to be used for all or any of the following purposes:-
- 1.1 as a depot for the storage handling or distribution of any motor fuels diesel or aviation fuels or kerosene or any other refined or distilled product of crude oil.
- 1.2 as a plant or depot for distilling blending barrelling packaging storage handling or distribution of lubricants PROVIDED THAT this paragraph 1.2 is intended to prevent the establishment of a rival facility to that upon the Retained Land and not to prevent the Transferee or its successors in title from carrying on its or their normal trading as a cargo handler.
- $1.3\,$ as a petrol filling station or petrol service station for the sale storage handling or distribution of motor fuels diesel or gasolines or

any other refined or distilled products of crude oil.

PROVIDED THAT this covenant shall not prohibit the use of motor fuels diesel or gasoline and lubricating oils and greases or other lubricants in motor vehicles trailers or containers on the Property nor the storage of reasonable quantities of motor fuels diesel or gasoline for use in so as to power any commercial vehicle which uses the Property as its base nor the storage of reasonable amounts of heating oil for use in so as to power any heating appliances in any buildings upon the Property PROVIDED FURTHER that this covenant shall apply only during the period when there is an oil storage or distribution facility on the Retained Land or any part of it.

"the Retained Land"

land

and each and every part of it being

all

of the land which is registered with
Title Numbers MX219704, MX232530,
MX442259, MX440505, SY346160 and that
part of Title Number SY377947 which

is

not included in the Property"

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary, the solicitor or a director thereof has been furnished that such charge does not contravene any of the provisions of the memorandum and articles of association of the said proprietor.

C: Charges Register

This register contains any charges and other matters that affect the land.

Such part of the land as is affected thereby is subject to the right to lay and maintain a service pipe for a supply of water and ancillary right of entry granted by a Deed dated 11 May 1954 made between (1) Kenneth Henry Childerhouse and Elsie May Childerhouse and (2) Joan Kathleen Dulieu.

NOTE: Copy filed under MX219705.

The land is subject to the rights granted by a Deed dated 17 December 1990 made between (1) Esso Petroleum Company Limited and (2) Esso Pension Trust Limited.

NOTE: Original filed.

3 (26.01.2016) The land is subject to the easements granted by a lease relating to premises at Bedfont Road, Stanwell dated 7 January 2016 for a term of 5 years from 7 January 2016 to 6 January 2021.

NOTE: Copy filed.

End of register

231 2 of 2

H. M. LAND REGISTRY GENERAL MAP

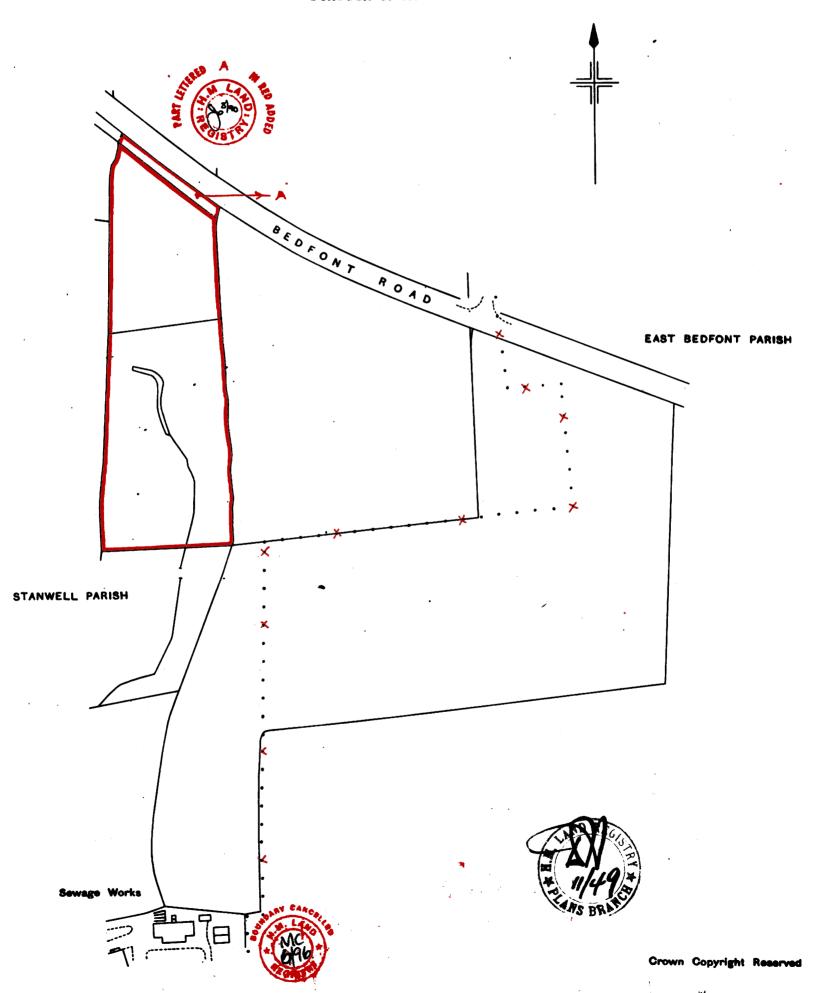
MIDDLESEX

SHEET XIX.12. SECTION G

GREATER LONDON

Scale 2500

BOROUGH OF HOUNSLOW



Filed Plan of Title No. MX 219704



Title number SY346160

Edition date 14.02.2011

- This official copy shows the entries on the register of title on 11 FEB 2022 at 15:16:59.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Feb 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

HOUNSLOW

- 1 (01.04.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the east side of Short Lane, Stanwell.
- A Conveyance of the land in this title dated 30 March 1966 made between (1) The Urban District Council of Staines and (2) Esso Petroleum Company Limited contains the following provision:-
 - "IT is hereby further agreed and declared that this Conveyance shall not be deemed to include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any land of the Council adjoining or near to the land hereby conveyed except as specifically herein mentioned."

NOTE: The said Conveyance contains no other reference to any of the above-mentioned rights.

- 3 (21.12.1995) A Transfer of a Cargo Terminal lying to the east of the land in this title dated 14 November 1995 made between (1) Esso Petroleum Company Limited (Transferor) and (2) Cargo Service Centre (UK) Limited (Transferee) contains the following covenants which are expressed to be for the benefit of the land in this title:-
 - "The Transferee covenants with the Transferor to observe and perform the New Restrictive Covenants with the intention that:-
 - 4.1 the burden of this covenant shall run with and bind the Property.
 - 4.2 the benefit of this covenant shall be annexed to and run with the Retained Land.

(The New Restrictive Covenants)

- 1. The Transferee and those deriving title under it will not at any time use the Property or any part thereof or permit the Property or any part thereof to be used for all or any of the following purposes:-
- $1.1\,$ as a depot for the storage handling or distribution of any motor fuels diesel or aviation fuels or kerosene or any other refined or

distilled product of crude oil.

- 1.2 as a plant or depot for distilling blending barrelling packaging storage handling or distribution of lubricants PROVIDED THAT this paragraph 1.2 is intended to prevent the establishment of a rival facility to that upon the Retained Land and not to prevent the Transferee or its successors in title from carrying on its or their normal trading as a cargo handler.
- 1.3 as a petrol filling station or petrol service station for the sale storage handling or distribution of motor fuels diesel or gasolines or any other refined or distilled products of crude oil.

PROVIDED THAT this covenant shall not prohibit the use of motor fuels diesel or gasoline and lubricating oils and greases or other lubricants in motor vehicles trailers or containers on the Property nor the storage of reasonable quantities of motor fuels diesel or gasoline for use in so as to power any commercial vehicle which uses the Property as its base nor the storage of reasonable amounts of heating oil for use in so as to power any heating appliances in any buildings upon the Property PROVIDED FURTHER that this covenant shall apply only during the period when there is an oil storage or distribution facility on the Retained Land or any part of it.

"the Retained Land" land being all registered with the remainder of the Transferor's and each and every part of it of the land which is

Title Numbers MX219704, MX232530, MX442259, MX440505, SY346160 and that part of Title Number SY377947 which not included in the Property"

is

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (01.04.1966) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- 2 (01.04.1966) RESTRICTION:-Except under an Order of the Registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the Secretary, the Solicitor or a Director thereof has been furnished that such charge does not contravene any of the provisions of the Memorandum or Articles of Association of the said proprietor.

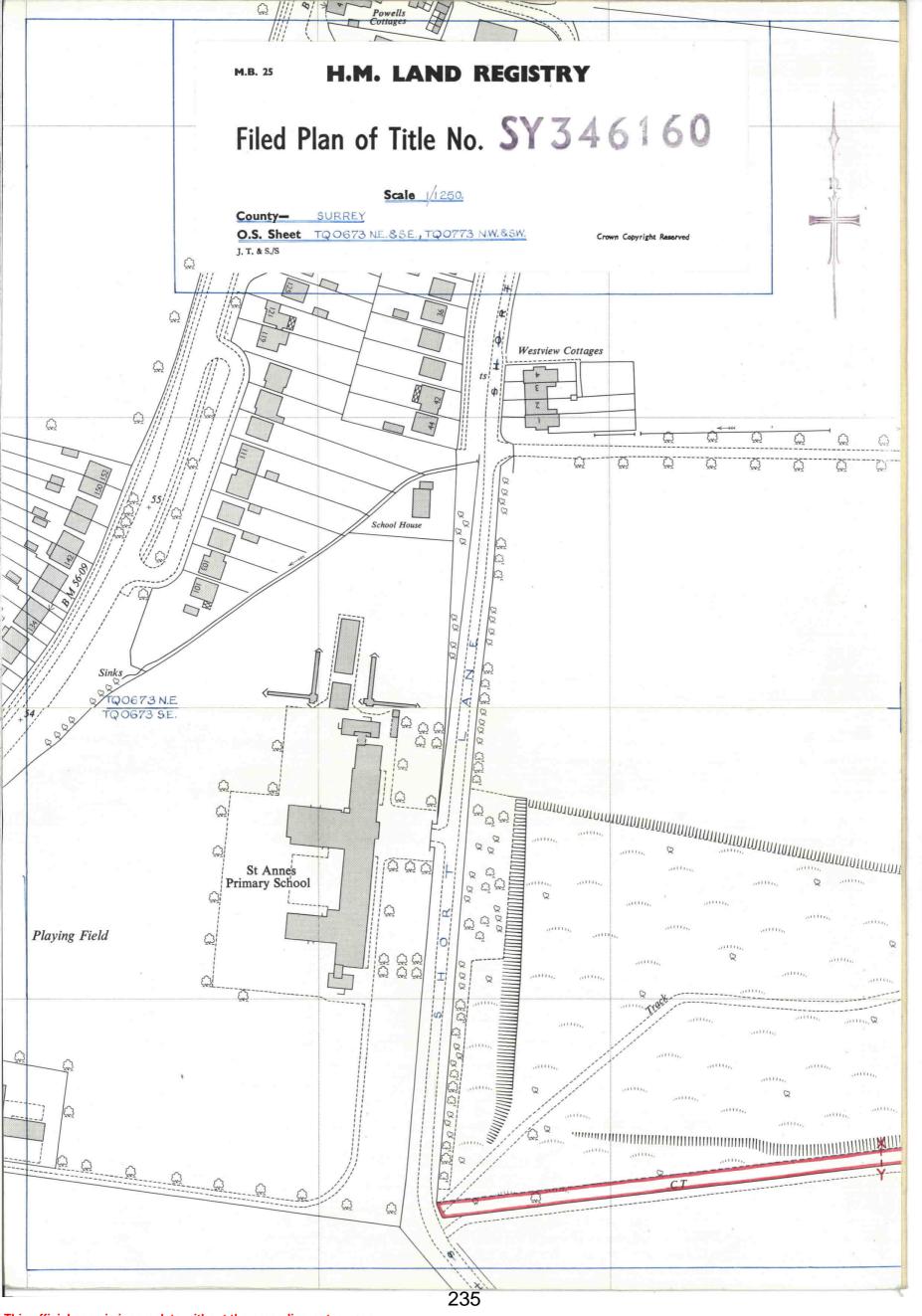
C: Charges Register

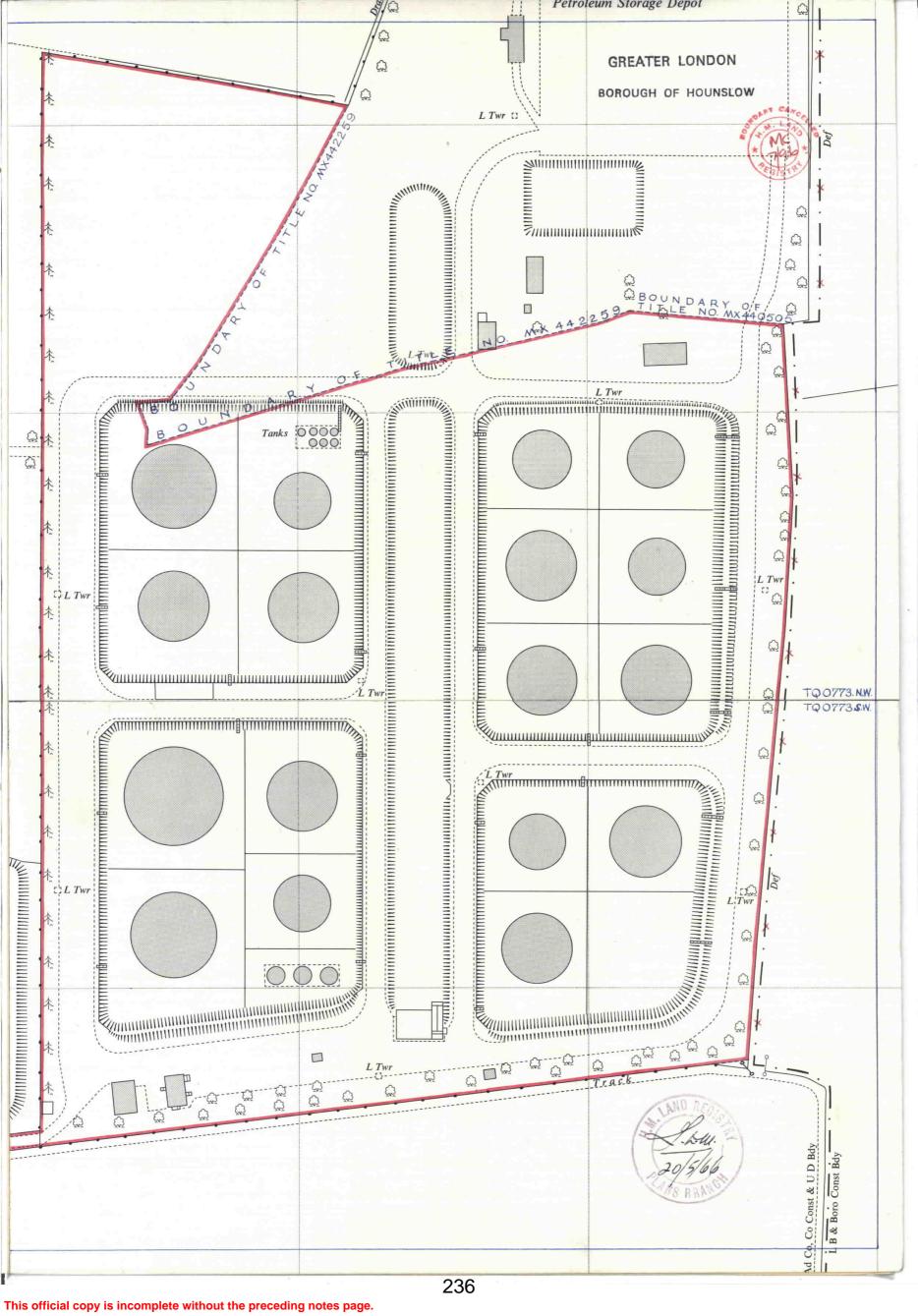
This register contains any charges and other matters that affect the land.

- Lease dated 14 October 1983 of the strip of land indicated by a red broken line between the points X and Y on the filed plan 0.457 metres in width and 8.536 metres in depth excluding the top 0.610 metres thereof to United Kingdom Oil Pipleline Limited for 99 years from 1 January 1982 rent free.
 - NOTE 1: The Lease grants and reserves rights and contains covenants affecting land within 100 yards
 - NOTE 2: Lessee's title registered under SY534616.

End of register

234 2 of 2







Title number MX232530

Edition date 14.02.2011

- This official copy shows the entries on the register of title on 27 MAR 2018 at 14:41:26.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Mar 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

HOUNSLOW

- 1 (11.08.1949) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the East of Long Lane, West Bedfont.
- 2 The Land Tax has been redeemed.
- The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (21.12.1995) A Transfer of a Cargo Terminal lying to the east of the land in this title dated 14 November 1995 made between (1) Esso Petroleum Company Limited (Transferor) and (2) Cargo Service Centre (UK) Limited (Transferee) contains the following covenants which are expressed to be for the benefit of the land in this title:-

"The Transferee covenants with the Transferor to observe and perform the New Restrictive Covenants with the intention that:-

- 4.1 the burden of this covenant shall run with and bind the Property.
- 4.2 the benefit of this covenant shall be annexed to and run with the Retained Land.

(The New Restrictive Covenants)

- 1. The Transferee and those deriving title under it will not at any time use the Property or any part thereof or permit the Property or any part thereof to be used for all or any of the following purposes:-
- 1.1 as a depot for the storage handling or distribution of any motor fuels diesel or aviation fuels or kerosene or any other refined or distilled product of crude oil.
- 1.2 as a plant or depot for distilling blending barrelling packaging storage handling or distribution of lubricants PROVIDED THAT this paragraph 1.2 is intended to prevent the establishment of a rival facility to that upon the Retained Land and not to prevent the Transferee or its successors in title from carrying on its or their normal trading as a cargo handler.

1.3 as a petrol filling station or petrol service station for the sale storage handling or distribution of motor fuels diesel or gasolines or any other refined or distilled products of crude oil.

PROVIDED THAT this covenant shall not prohibit the use of motor fuels diesel or gasoline and lubricating oils and greases or other lubricants in motor vehicles trailers or containers on the Property nor the storage of reasonable quantities of motor fuels diesel or gasoline for use in so as to power any commercial vehicle which uses the Property as its base nor the storage of reasonable amounts of heating oil for use in so as to power any heating appliances in any buildings upon the Property PROVIDED FURTHER that this covenant shall apply only during the period when there is an oil storage or distribution facility on the Retained Land or any part of it.

"the Retained Land" land being all registered with the remainder of the Transferor's and each and every part of it of the land which is

Title Numbers MX219704, MX232530, MX442259, MX440505, SY346160 and that part of Title Number SY377947 which not included in the Property"

is

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (25.05.1962) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary, the solicitor or a director thereof has been furnished that such charge does not contravene any of the provisions of the memorandum and articles of association of the said proprietor.

C: Charges Register

This register contains any charges and other matters that affect the land.

The land is subject to the rights granted by a Deed dated 17 December 1990 made between (1) Esso Petroleum Company Limited and (2) Esso Pension Trust Limited.

NOTE: Original filed under MX219704.

End of register

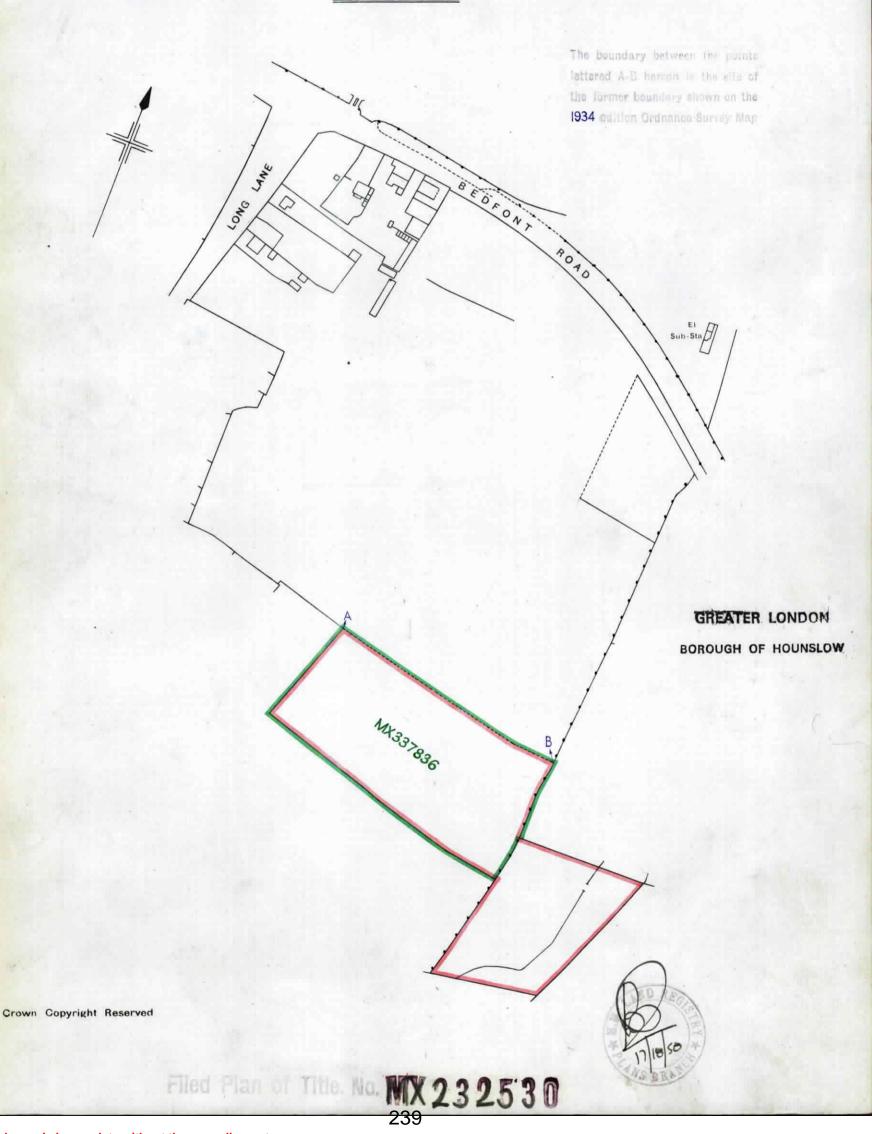
238 2 of 2

H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET XIX. 12. SECTION

Scale 2500

STANWELL PARISH





Title number MX442259

Edition date 14.02.2011

This official copy shows the entries on the register of title on 18 JAN 2019 at 12:43:34.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 18 Jan 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

HOUNSLOW

- 1 (04.08.1948) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the east of Short Lane, West Bedfont, Stanwell.
- 2 (21.12.1995) A Transfer of a Cargo Terminal lying to the east of the land in this title dated 14 November 1995 made between (1) Esso Petroleum Company Limited (Transferor) and (2) Cargo Service Centre (UK) Limited (Transferee) contains the following covenants which are expressed to be for the benefit of the land in this title:-

"The Transferee covenants with the Transferor to observe and perform the New Restrictive Covenants with the intention that:-

- 4.1 the burden of this covenant shall run with and bind the Property.
- 4.2 the benefit of this covenant shall be annexed to and run with the Retained Land.

(The New Restrictive Covenants)

- 1. The Transferee and those deriving title under it will not at any time use the Property or any part thereof or permit the Property or any part thereof to be used for all or any of the following purposes:-
- 1.1 as a depot for the storage handling or distribution of any motor fuels diesel or aviation fuels or kerosene or any other refined or distilled product of crude oil.
- 1.2 as a plant or depot for distilling blending barrelling packaging storage handling or distribution of lubricants PROVIDED THAT this paragraph 1.2 is intended to prevent the establishment of a rival facility to that upon the Retained Land and not to prevent the Transferee or its successors in title from carrying on its or their normal trading as a cargo handler.
- 1.3 as a petrol filling station or petrol service station for the sale storage handling or distribution of motor fuels diesel or gasolines or any other refined or distilled products of crude oil.

PROVIDED THAT this covenant shall not prohibit the use of motor fuels

diesel or gasoline and lubricating oils and greases or other lubricants in motor vehicles trailers or containers on the Property nor the storage of reasonable quantities of motor fuels diesel or gasoline for use in so as to power any commercial vehicle which uses the Property as its base nor the storage of reasonable amounts of heating oil for use in so as to power any heating appliances in any buildings upon the Property PROVIDED FURTHER that this covenant shall apply only during the period when there is an oil storage or distribution facility on the Retained Land or any part of it.

"the Retained Land" land being all registered with the remainder of the Transferor's and each and every part of it of the land which is

Title Numbers MX219704, MX232530, MX442259, MX440505, SY346160 and that part of Title Number SY377947 which not included in the Property"

is

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (18.06.1962) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- 2 A Transfer dated 31 May 1962 made between (1) Staines and District Cooperative Society Limited and (2) Esso Petroleum Company Limited contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary, the solicitor or a director thereof has been furnished that such charge does not contravene any of the provisions of the memorandum and articles of association of the said proprietor.

Schedule of personal covenants

The following are details of the personal covenants contained in the Transfer dated 31 May 1962 referred to in the Proprietorship Register:-

Esso Petroleum Company Limited so as to bind the land hereby transferred and to benefit the remainder of the land comprised in Title No. MX201115. hereby covenants with Staines and District Co-operative Society Limited to erect forthwith and thereupon to maintain a substantial wall or fence on the boundary of the land hereby transferred marked 'T' on the said plan.

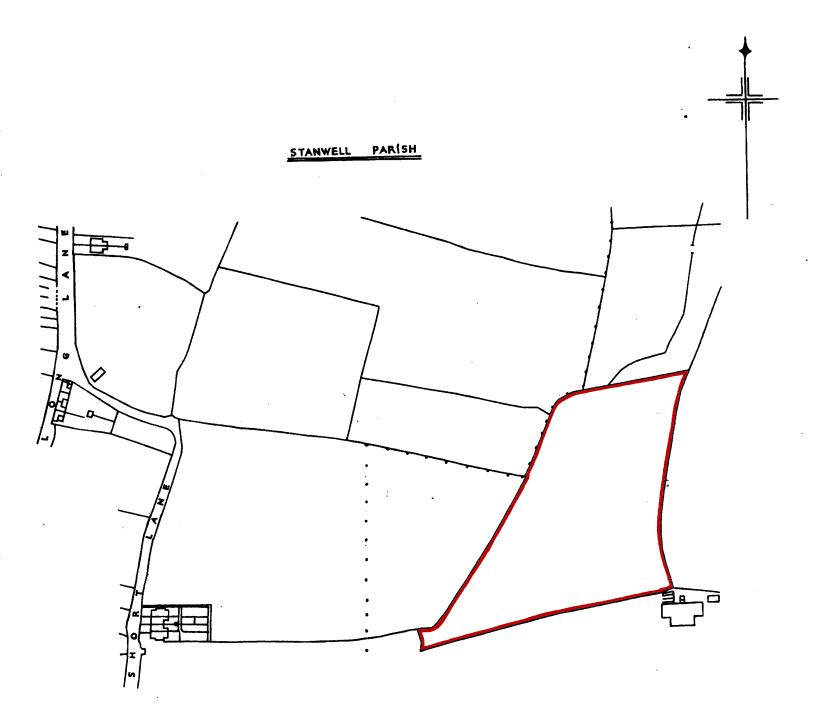
NOTE: The 'T' mark affects the North-western boundary of the land in this title.

End of register

241 2 of 2

H.M. LAND REGISTRY

Scale 1/2500



GREATER LONDON

BOROUGH OF HOUNSLOW

Parish_STANWELL.

O.S.Sheet_MIDDLESEX XIX.12.



G.M. REF. MIDDLESEX XIX.12. G.SA.

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Filed Plan of Title No.

MX 442259



Title number MX440505

Edition date 14.02.2011

This official copy shows the entries on the register of title on 18 JAN 2019 at 12:46:52.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 18 Jan 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title.

HOUNSLOW

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the south of Bedfont Road.
- 2 (21.12.1995) A Transfer of a Cargo Terminal lying to the east of the land in this title dated 14 November 1995 made between (1) Esso Petroleum Company Limited (Transferor) and (2) Cargo Service Centre (UK) Limited (Transferee) contains the following covenants which are expressed to be for the benefit of the land in this title:-

"The Transferee covenants with the Transferor to observe and perform the New Restrictive Covenants with the intention that:-

- 4.1 the burden of this covenant shall run with and bind the Property.
- 4.2 the benefit of this covenant shall be annexed to and run with the Retained Land.

(The New Restrictive Covenants)

- 1. The Transferee and those deriving title under it will not at any time use the Property or any part thereof or permit the Property or any part thereof to be used for all or any of the following purposes:-
- 1.1 as a depot for the storage handling or distribution of any motor fuels diesel or aviation fuels or kerosene or any other refined or distilled product of crude oil.
- 1.2 as a plant or depot for distilling blending barrelling packaging storage handling or distribution of lubricants PROVIDED THAT this paragraph 1.2 is intended to prevent the establishment of a rival facility to that upon the Retained Land and not to prevent the Transferee or its successors in title from carrying on its or their normal trading as a cargo handler.
- 1.3 as a petrol filling station or petrol service station for the sale storage handling or distribution of motor fuels diesel or gasolines or any other refined or distilled products of crude oil.

PROVIDED THAT this covenant shall not prohibit the use of motor fuels

diesel or gasoline and lubricating oils and greases or other lubricants in motor vehicles trailers or containers on the Property nor the storage of reasonable quantities of motor fuels diesel or gasoline for use in so as to power any commercial vehicle which uses the Property as its base nor the storage of reasonable amounts of heating oil for use in so as to power any heating appliances in any buildings upon the Property PROVIDED FURTHER that this covenant shall apply only during the period when there is an oil storage or distribution facility on the Retained Land or any part of it.

"the Retained Land" land being all registered with the remainder of the Transferor's and each and every part of it of the land which is

Title Numbers MX219704, MX232530, MX442259, MX440505, SY346160 and that part of Title Number SY377947 which not included in the Property"

is

3

(21.12.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by the Transfer dated 14 November 1995 referred to above:-

"together with the Rights but excepting and reserving out of the Property the Exceptions and Reservations for the benefit of the Retained Land

SCHEDULE 1

(The Rights)

- 1. The right of support for the Property and all buildings on it from the Retained Land.
- 2. The full and unrestricted right at any time to erect or to permit to be erected any buildings or other erections and to alter any building or other erection erected after the date of this Transfer on any part of the Property in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected on any part of the Retained Land.

SCHEDULE 2

(The Exceptions and Reservations)

- 1. The right for the Transferor and its successors in title to the Retained Land at all times upon giving reasonable prior notice (except in an emergency) to enter onto the Property to erect maintain and repair the fence between the Property and the Retained Land.
- 2. The right of support for the Retained Land and all buildings on it from the Property.
- 3. The full and unrestricted right at any time to erect or to permit to be erected any buildings or other erections and to alter any building or other erection erected after the date of this Transfer on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected on any part of the Property.
- 4. If it is likely to be necessary to satisfy any regulatory or other relevant authority the right for the Transferor to re-enter upon the property on giving reasonable advance notice in writing at any time within two years from the date of this Transfer to test the soil of the Property and/or carry out any further works it may deem necessary (at the Transferor's cost) provided that disturbance to the Transferee is kept to a minimum and/or damage or disturbance to surfaces of the Property or structures thereon and made good by the Transferor to the reasonable satisfaction of the Transferee"

Title number MX440505

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (02.05.1962) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX.
- RESTRICTION:-Except under an Order of the Registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the Secretary, the Solicitor or a Director thereof has been furnished that such charge does not contravene any of the provisions of the Memorandum or Articles of Association of the said proprietor.

C: Charges Register

This register contains any charges and other matters that affect the land.

The land is subject to such restrictive covenants (if any) as may have been imposed before 13 July 1922 and are still subsisting or capable of being enforced.

End of register

245 3 of 3

H. M. LAND REGISTRY

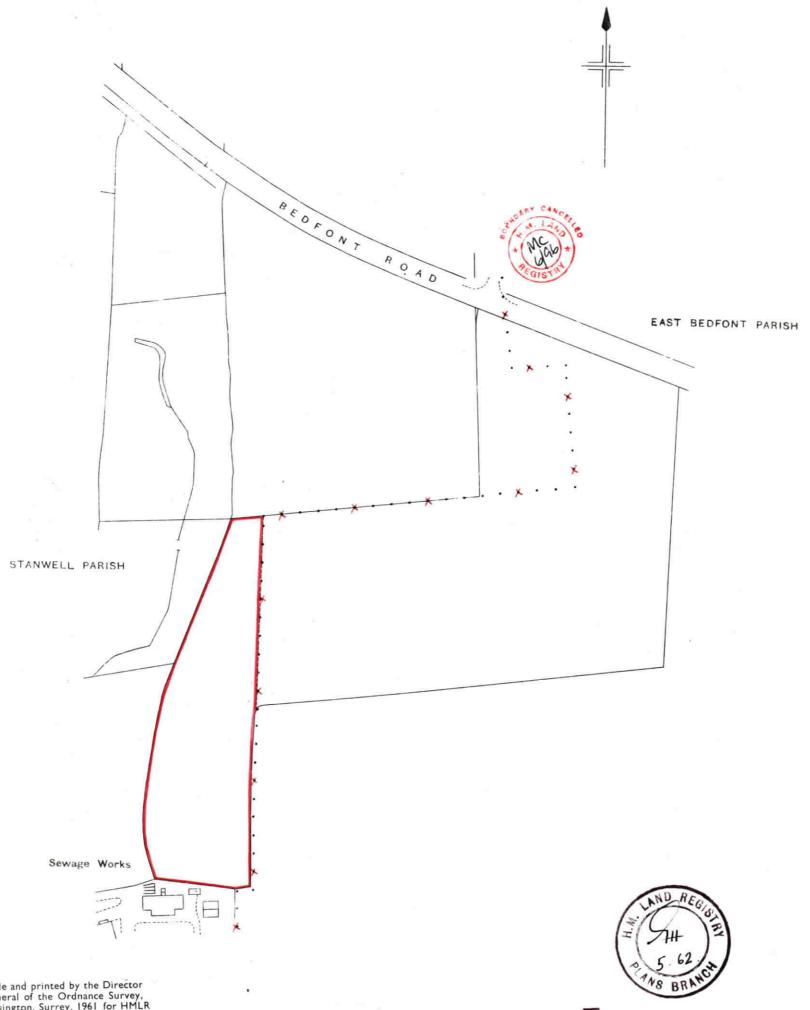
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GREATER LONDON

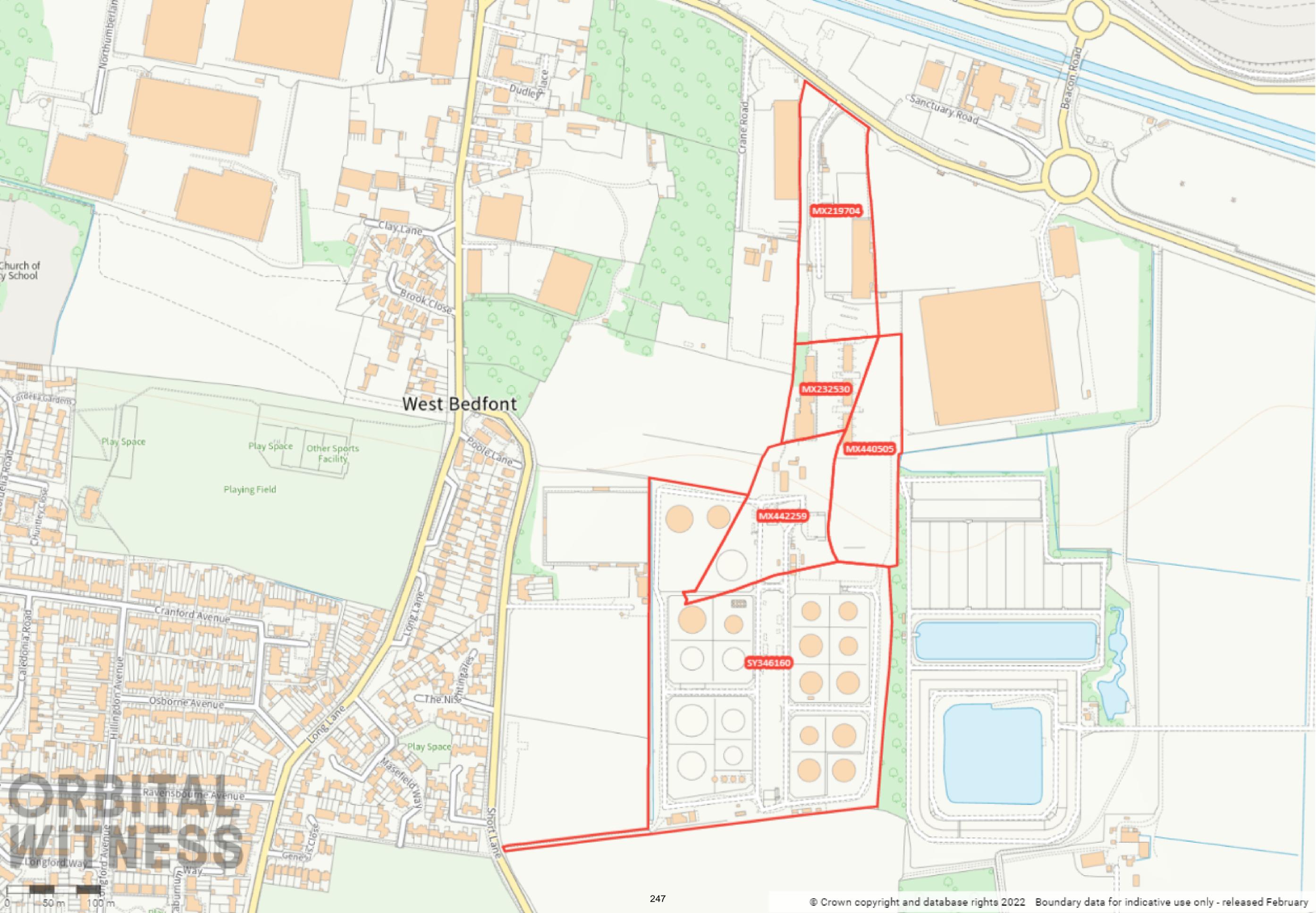
BOROUGH OF HOUNSLOW

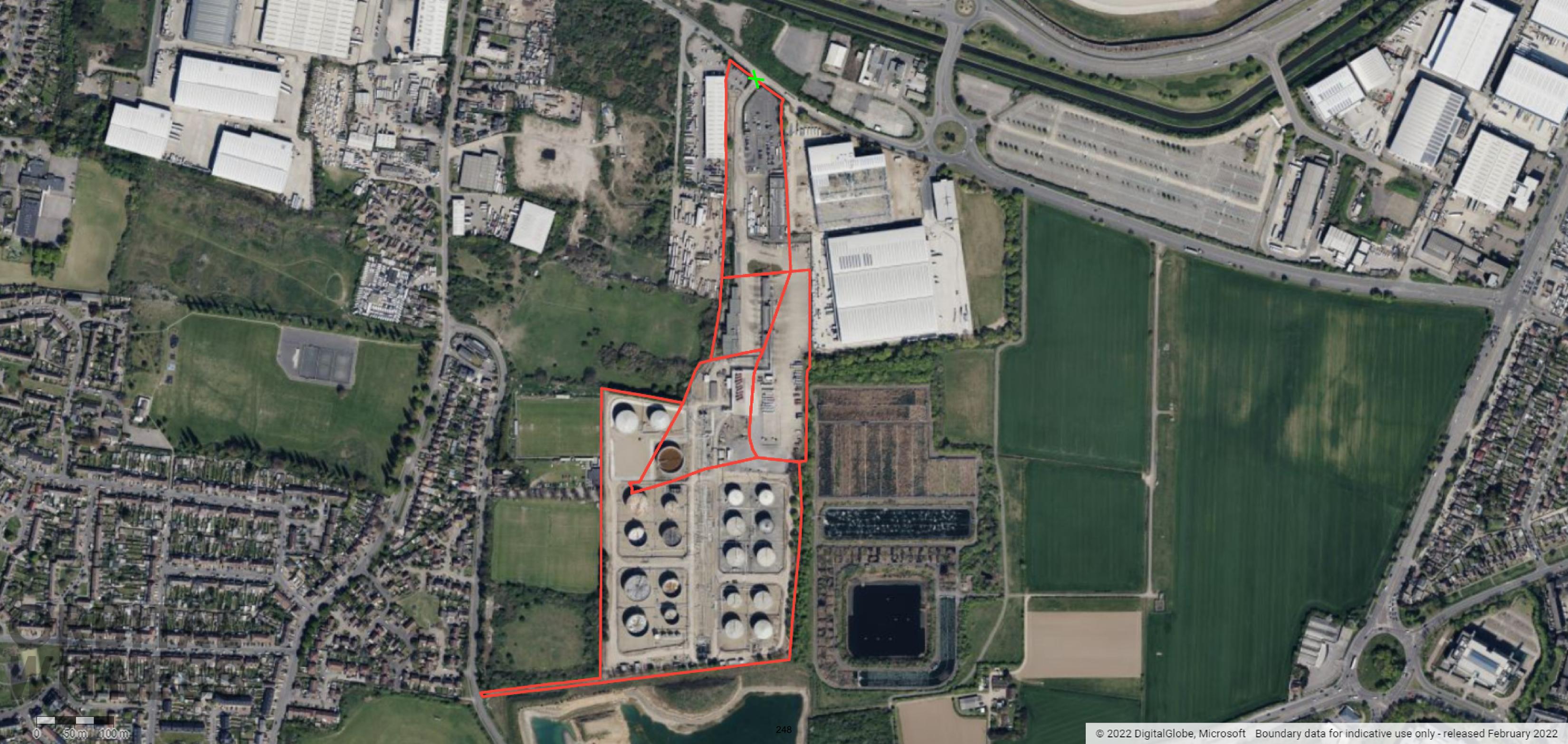
The boundaries shewn by dotted lines have been plotted from the transfer plan and are subject to revision on survey.



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Filed Plan of Title No. MX 440505





IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

SSW7

This is the exhibit marked "SSW7" referred to in the First Witness Statement of Stuart Sherbrooke Wortley.

Dated

2021

Lease

relating to

Land at Hartland Park on the north side of Ively Road, Farnborough

between

SEH Manager Limited and SEH Nominee Limited

(Landlord)

and

Esso Petroleum Company, Limited

(Tenant)

- Plan A = Plan of the Property
- Plan B = Services Corridor plan



Contents

Clause

1	Interpretation	3
2	Grant	6
3	Ancillary rights	6
4	Rights excepted and reserved	7
5	Third Party Rights	8
6	Annual Rent and other payments	8
7	Common items	9
8	Insurance	9
9	VAT	9
10	Use, repairs and alterations	.10
11	Access of Landlord	.12
12	Compensation on vacating	.12
13	Compliance with laws	.12
14	Prohibition of dealings	.13
15	Returning the Property to the Landlord	.13
16	Indemnity	.13
17	Landlord's covenant for quiet enjoyment	.14
18	Re-entry and forfeiture	.14
19	Tenant's break clause: rolling break	
20	Entire agreement, exclusion of representations and warranties	.15
21	Rights and easements	.16
22	Adjoining Property	.16
23	Disputes with Adjoining Occupiers	.16
24	Notices, consents and approvals	.16
25	Landlord's Liability	.16
26	Rights of third parties	.17
27	Governing law	.17
28	Jurisdiction	.17
29	Exclusion of sections 24 to 28 of the LTA 1954	.17
Schedule		
Schedule 1	Property	.18

HM Land Registry

Title numbers: HP645902 and HP752489

Administrative area: Hampshire

Parties

- (1) SEH Manager Limited incorporated and registered in England and Wales with company number 06939560 and SEH Nominee Limited incorporated and registered in England and Wales with company number 06939574 whose registered offices are at Berkeley House, 19 Portsmouth, Cobham, KT11 1JG (Landlord).
- (2) Esso Petroleum Company, Limited incorporated and registered in England and Wales with company number 26538 whose registered office is at Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX (Tenant).

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Accessway: such accessway forming part of the Landlord's Neighbouring Property as is necessary to give access to and egress from the Property to the adopted highway as stipulated by the Landlord from time to time.

Agreement for Lease: the agreement for lease relating to the grant of this Lease entered into between the Landlord and the Tenant on 20 December 2019 (as varied from time to time)

Annual Rent: rent at the rate of £240,000 per annum.

Bank Account: the Landlord's bank account as follows: St Edward Homes Partnership, sort code 20-92-96, account number 43376672 or such other bank account as specified by the Landlord in writing from time to time.

DCO: the Southampton to London Pipeline Development Consent Order in the form that it is made by the Secretary of State

Default Interest Rate: 4% per annum above the Interest Rate.

Enabling Works: has the meaning as defined in the Agreement for Lease

Enabling Works Completion Certificate: the Sign-Off Report (as the same is defined in the Agreement for Lease) issued by RSK in accordance with the terms of the Agreement for Lease

Environment: means all and any of the following media, being land, water and air (wherever situate) including without limitation those media within buildings or other natural or man made structures above or below ground and man, his property, flora, fauna and the ecosystems on which they depend.

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Hazardous Substances: means any natural or artificial substance material or organism or substances material or organism (whether in solid, liquid, gaseous form or vapour and whether alone or in combination) which are capable of causing harm to human health or to the Environment.

Historic Contamination: means the presence of Hazardous Substances in, on, at or under the Property or any part(s) thereof before the date of this Lease except to the extent that such Hazardous Substances are mobilised, exacerbated, made worse or caused to migrate by the Tenant (or any of the Tenant's contractors, sub-contractors or others authorised by or acting on behalf of the Tenant) during the Term.

Information: the detailed design of how the Tenant intends to use the Property for the Permitted Use and information as to how it shall operate, including, but not limited to, a single point of contact, its proposals for how it intends to deal with engagement with the residents of the Landlord's Adjoining Property and complaints, the working hours, dust, noise and water mitigation measures that are to be put in place, estimated traffic movements to and from the site on a daily basis and over the Term and the access route to the Property that will be provided to the Landlord prior to this Lease.

Insured Risks: means fire, lightning, explosion, earthquake, storm, tempest, flood, impact, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped from them, riot and civil commotion, labour disturbance and malicious damage and any other risks reasonably required by the Landlord

Interest Rate: the base rate from time to time of Barclays Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest being Land on the north side of Ively Road, Farnborough and Land and buildings on the north side of Ively Road, Farnborough registered at HM Land Registry with title numbers HP745002, HP645902 and HP752489

LTA 1954: the Landlord and Tenant Act 1954.

Permitted Use: use of the Property as a temporary logistics hub including:

- (a) the use of portacabins on the Property no more than 3.5 metres in height;
- (b) temporary structures as necessary for such use a temporary logistics hub as of no more than six metres in height;
- (c) storage containers of no more than 3.5 metres in height;
- (d) lighting columns of up to four metres in height;
- (e) close circuit television cameras on the Property situated on columns of up to four metres in height;
- (f) security monitoring systems;
- (g) storage of construction equipment for trenchless crossings;
- (h) welfare facilities for the Tenant's staff and authorised persons;

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- (i) temporary vehicle parking;
- (j) temporary storage of vehicles, plant and machinery;
- (k) an open-space, uncovered fabrication area occupying no more than 20% of the floor area of the Property;
- (I) a plant wheel wash area of no more than 3.5 metres in height;
- (m) a waste processing and management area of no more than 3.5 metres in height;
- (n) installation of fencing and gating on the Property to a maximum height of three metres

and such other ancillary uses as are reasonably required for the operation of a temporary logistics hub as are approved by the Landlord (such approval not to be unreasonably withheld or delayed).

Pipeline: the proposed new pipeline serving the Tenant's facility in Fawley, Southampton running from Fawley to the Tenant's site in Alton and on to the Tenant's terminal in West London and associated valve compounds and temporary construction areas, to be authorised by the DCO.

Plan A: the plan attached to this lease marked "Plan A".

Plan B: the plan attached to this lease marked "Plan B".

Property: the land at Hartland Park, north of Ively Road, Farnborough shown edged red on Plan A.

Reinstatement Value: means the full cost of reinstating the Premises including:-

- (A) temporarily making the Property safe and protecting any adjoining structures;
- (B) debris removal, demolition and site clearance;
- (C) obtaining planning and any other requisite consents or approvals;
- (D) complying with the requirements of any statute, order, instrument or regulation made under statute or by a government department or minister or by any local public regulatory or other authority;
- (E) architects', surveyors' and other fees incurred by the Landlord in relation to the reinstatement;
- (F) all construction costs
- (G) any VAT chargeable on any of the reinstatement costs

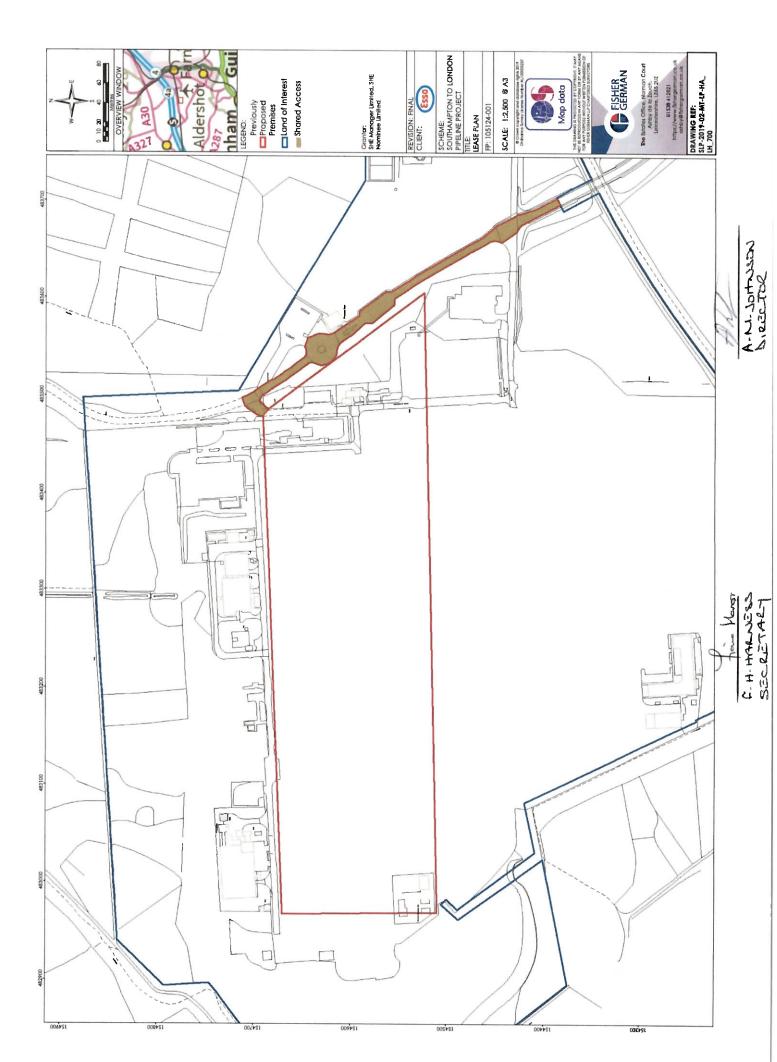
Rent Payment Dates: 25 March, 24 June, 29 September and 25 December

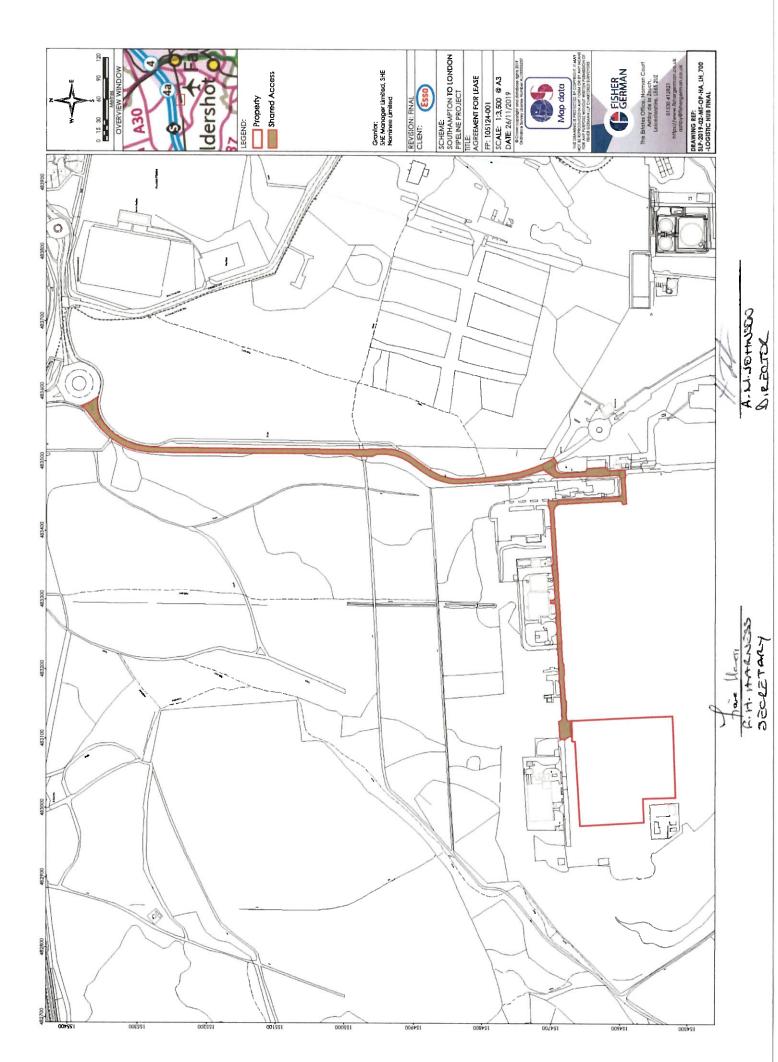
Schedule of Condition: the photographic schedule of condition of the Accessway as at the date hereof signed by the parties annexed to this lease and marked "Schedule of Condition".

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SLP Pre Entry - Hartland Park Logistics Hub

Overview Map:



Photo Locations:















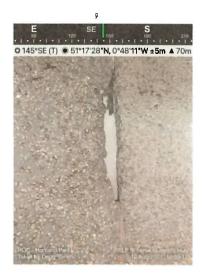


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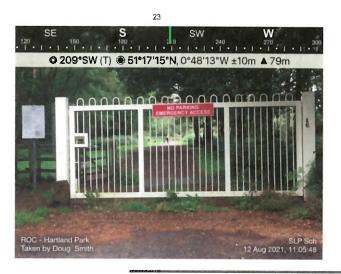














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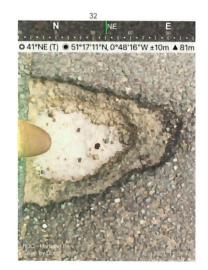
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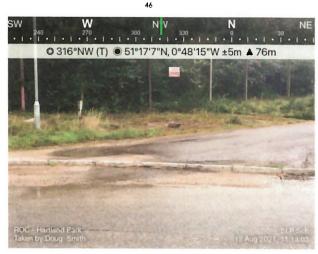
















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SLP Pre Entry - Hartland Park Logistics Hub - 20210812



Secretary of State: the Secretary of State for Business, Energy and Industrial Strategy or a successor Secretary of State given the function to determine the DCO

Services Corridor: the part of the Landlord's Neighbouring Property shown coloured brown on Plan B or such other route as the parties acting reasonably shall agree.

Service Media: all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities.

Tenant Contamination:

- (a) contamination or pollution due to Hazardous Substances brought on to and/or released in or on to the Property by the Tenant, its employees contractors, or others acting on behalf of the Tenant or any other third parties and/or
- (b) the release or mobilisation by the Tenant, its employees contractors, or others acting on behalf of the Tenant or any other third parties of Historic Contamination in, on, at, under or migrating from the Property or any part or parts thereof before the date of this Lease of which the Tenant is aware (which Historic Contamination is clearly identified in the Enabling Works Completion Certificate is deemed to be known to the Tenant)

Term: a term of years beginning on, and including the 6 September 2021 and ending on, and including 30 September 2024.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and charges register of title numbers HP745002, HP645902 and HP752489.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title.
- 1.4 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **end of the term** is to the end of the term however it ends.
- 1.7 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England OR Wales.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.

TBA 14/11/2014 23:48:30 6

- 1.9 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 Unless the context otherwise requires, any words following the term including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.12 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 A reference to writing and written excludes fax and email.
- 1.14 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.18 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 1.19 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 2 Grant
- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord throughout the Term without any deduction, counterclaim or set off at the times and in the manner specified in this Lease:
 - 2.3.1 the Annual Rent and all VAT in respect of it;
 - 2.3.2 all interest payable under this lease; and
 - 2.3.3 all other sums due under this lease.

TBA 14/11/2014 23:48:30

7

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3 Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the Rights):
 - 3.1.1 the right, subject to temporary interruption for repair, alteration or replacement which the Landlord will give the Tenant not less than 14 days' notice (save in the case of emergency when no notice shall be required), in common with the Landlord and all other persons having a like right, to the free passage and running of services through the Service Media in, on, over or under the Landlord's Neighbouring Property and not exclusively serving the Property;
 - 3.1.2 the right to lay Service Media in, over or under the Services Corridor in accordance with the terms and conditions stipulated in Schedule 1;
 - 3.1.3 the right, subject to temporary interruption for repair, alteration, rebuilding or replacement provided that an alternative means of access which is acceptable to the Tenant (acting reasonably) shall be provided by the Landlord to ensure that there is a means of accessing the Property at all times, to pass and repass over and along the Accessway with or without vehicles, plant and machinery for all purposes permitted under and in connection with the use and enjoyment of the Property provided always that the Tenant shall use reasonable endeavours not to cause any damage to the Accessway and if it does so the Tenant shall pay the Landlord's costs properly incurred in connection with the Landlord making good any such damage caused by the Tenant's use of the Accessway (fair wear and tear excepted) and the parties hereby acknowledge that the state and condition of Bramshott Lane as at today's date is evidenced by the Schedule of Condition;
 - 3.1.4 the right of support and protection for the benefit of the Property that is now enjoyed from all other parts of the Landlord's Neighbouring Property; and
 - 3.1.5 subject always to the Landlord first providing its written consent to the same (which consent may be withheld in its absolute discrection), the right to carry out survey and ground investigation works (including the digging of boreholes) at the Property
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.
- 3.4 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations and requirements in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.
- Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

4 Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease to the Landlord (including but not limited to the Landlord's employees, agents, appointees and representatives) and by

 anyone authorised by the Landlord and if entry to the Property is required this shall be on giving not less than 48 hours' prior written notice to the Tenant (save in the case of emergency where no notice shall be required) (the **Reservations**) subject to clause 4.2:

- 4.1.1 the right to use and to connect into any Service Media on the Property which are in existence at the date of this lease, or which are installed or constructed during the Term, for the benefit of the Landlord's Neighbouring Property;
- 4.1.2 at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord think fit even if doing so may obstruct, affect, or interfere with the amenity of or access to the Property or the passage of light and air to the Property, but provided they do not materially affect, restrict or prevent the Tenant or any third parties acting on behalf of or authorised by the Tenant from using the Property for the Permitted Use and gaining access to and egress from the Property; and
- 4.1.3 the rights of light, air, support, shelter, protection at the date of this Lease belonging to or enjoyed by other parts of the Landlord's Neighbouring Property;
- 4.1.4 the rights of entry on the Property as referred to in this Lease; and
- 4.1.5 the exclusive right to all treasure or archaeological artefacts discovered on the Property.
- 4.2 In exercising the Reservations, the Landlord shall comply with the Tenant's reasonable health and safety and security requirements and make good any damage to the Property caused by the exercise of these rights.

5 Third Party Rights

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Rights.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

6 Annual Rent and other payments

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by equal instalments in advance on or before the Rent Payment Dates and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including 6 September 2021 until the day before the next Rent Payment Date.
- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made from an account at a bank registered with and regulated by the Financial Conduct Authority or the Prudential Regulation Authority (or any successor bodies responsible for the regulation of banks in the United Kingdom) and if required by the Landlord by electronic transfer or otherwise as the Landlord reasonably requires by giving notice to the Tenant.
- 6.3 The Tenant shall pay all costs in connection with the supply and removal of all refuse, electricity, gas, water, sewage, telecommunications, data and other services and utilities to

TBA 14/11/2014 23:48:30 9

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- or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 6.4 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, its use and any works carried out there, except:
 - 6.4.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - 6.4.2 any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.5 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 6.6 The Tenant shall pay within 10 working days of demand the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of:
 - the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - 6.6.2 the preparation and service of a notice (including a schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or after the Termination Date;
 - an application by the Tenant for any approval or consent required by this Lease (if any) including where the application is withdrawn or the approval or consent is lawfully refused;
 - 6.6.4 claiming or recovering any arrears of Annual Rent or other sums due under this Lease or in connection with the enforcement or remedying of any breach of the Tenant's covenants in this Lease.
- 6.7 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, or are tendered but the Landlord reasonably refuses to accept them so as to preserve its rights, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.
- The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 insurance

7.1 The Tenant covenants with the Landlord:-

TBA 14/11/2014 23:48:30 10

Veale Wasbrough Vizards

- 7.1.1 to insure the Property (and to maintain such insurance) against loss or damage by the Insured Risks in such sum as from time to time the Tenant is advised represents the Reinstatement Value;
- 7.1.2 to insure against (and to maintain such insurance) all third party liability risks in relation to the Property with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than £10 million or such higher sum as the Landlord may from time to time direct in writing
- 7.1.3 to effect such insurance with insurers or underwriters of repute upon the usual conditions of such insurers (but so that the Tenant's obligation to maintain a particular insurance shall be subject to insurance cover being obtainable on reasonable terms from a reputable insurance company on the insurance market in the United Kingdom);
- 7.1.4 to procure that the interest of the Landlord is noted on the policy;
- 7.1.5 to produce to the Landlord on request reasonable evidence of the terms of the relevant policy and of payment of the last premium paid;
- 7.1.6 not to do or omit to do anything which would or might invalidate or prejudice the insurance of the Property;
- 7.1.7 to notify the Landlord immediately upon becoming aware of any damage to or destruction of the Property or any part of them or any event that might affect any insurance policy relating to the Property.
- 7.2 If the Property is damaged or destroyed by a risk against which the Tenant is obliged to insure then:-
 - 7.2.1 the Tenant shall use reasonable endeavours to obtain all necessary consents to enable the Tenant to rebuild or reinstate the Property; and
 - 7.2.2 as soon as all necessary consents have been obtained or as soon as reasonably practicable where no consents are required, the Tenant shall use all insurance proceeds received by the Tenant in rebuilding or reinstating the Property, making good any shortfall in the insurance proceeds from its own monies (and in relation to any buildings at the Property, this covenant shall be satisfied if the Tenant provides so rebuilt or reinstated accommodation which is as convenient and commodious as is reasonably practicable but not necessarily identical in appearance or size to those buildings which existed prior to such damage or destruction).
- If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:-
 - 7.3.1 the Tenant's obligation to reinstate the Property contained in Clause 7.2 shall no longer apply;
 - 7.3.2 the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant; and

TBA 14/11/2014 23:48:30 11

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- 7.3.3 the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds to the Landlord within five working days of the date of receipt of the proceeds.
- If the Tenant shall at any time fail to insure or keep insured the Property the Landlord may do all things necessary to effect or maintain such insurance and all monies expended by the Landlord for this purpose shall be repaid by the Tenant to the Landlord on demand and the Tenant shall indemnify the Landlord against the whole of such costs.

8 VAT

- 8.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

9 Use, repairs and alterations

- 9.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 9.2 The Tenant shall not:
 - 9.2.1 use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, actionable annoyance or nuisance to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property including the Landlord's Neighbouring Property;
 - 9.2.2 use the Property as sleeping accommodation or for residential purposes;
 - 9.2.3 use the Property to hold an auction, exhibition, public show or meeting, or gambling activity;
 - 9.2.4 leave the Property continuously unoccupied for more than 21 days without first notifying the Landlord and providing such caretaking and security arrangements as the Landlord reasonably requires;
 - 9.2.5 not to commence proceedings or make any claim on account of any injury or damage to the Property arising directly or indirectly from the erection of any structure or the alteration of any structure on any other part of the Landlord's Neighbouring Property by the Landlord or for which the Landlord has given its permission or in respect of any easement, wayleave or privilege granted or to be granted by the Landlord for the benefit of any land or structure erected or to be erected on any other part of the Landlord's Neighbouring Property PROVIDED THAT any such injury or damage does not prevent or impede the Tenant from using the Property for the Permitted Use and at its own expense (if required) to consent to such permission given by the Landlord it being acknowledged by the Tenant that the Landlord has the power at all times without obtaining any consent from or paying

- any compensation to the Tenant to deal as the Landlord may think fit with any property not comprised in the Lease;
- 9.2.6 permit any trespass on the Property;
- 9.2.7 obstruct any public road, footpath, right of way, the Accessway or any means of access to the Property;
- 2.2.8 cause any obstruction to any other land or items or Service Media used in common the Landlord and/or others;
- 9.2.9 remove any topsoil, turf, stone or gravel from the Property;
- 9.2.10 without the Landlord's prior written approval (such approval not to be unreasonably withheld), cut, lop, fell or remove any trees or hedges on the Property; or
- 9.2.11 do anything or permit anything to be done that shall cause a nuisance, actionable annoyance or damage to the Landlord's Neighbouring Property and/or the Landlord's redevelopment of it or to any users, occupiers or other owners of the Landlord's Neighbouring Property.
- 2.3 The Tenant shall ensure that at all times the Landlord has written notice of the name, home address and home telephone number of at least two keyholders of the Property.
- 9.4 The Tenant shall keep the Property clean, tidy and clear of rubbish and in good and substantial repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Property.
- 2.5 To make good all defects affecting the Property for which the Tenant is responsible within28 days after the Landlord serves a schedule of dilapidations on the Tenant.
- 9.6 If the Tenant fails satisfactorily to comply with such schedule the Landlord and all persons authorised by the Landlord may (without prejudice to the Landlord's right of re-entry) enter the Property to execute the relevant works and the cost (together with legal and surveyors' fees) will be repaid by the Tenant to the Landlord upon demand as a contractual debt.
- 9.7 Not to overload or permit any deleterious, dangerous or harmful matter or substance or which may cause an obstruction or damage to be discharged into the Service Media within the Landlord's Neighbouring Property or serving the Property and, in the event of such obstruction or damage, immediately to remove and make good the damage caused to the reasonable satisfaction of the Landlord.
- The Landlord may enter the Property on no less than 48 hours prior written notice (save in case of emergency) and complying with the Tenant's reasonable heath and safety and security requirements to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 9.8 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 9.8 shall be without prejudice to the Landlord's other rights, including those under clause 17.

TBA 14/11/2014 23:48:30 13

Veale Washrough Vizards

9.9 The Tenant shall:

- 9.9.1 inform the Landlord with no less than 30 days notice if the Information is to change.
- 9.9.2 inform the Landlord if any complaint has been made to the Tenant in respect of the Tenant's use of the Property and/or the Accessway and/or in respect of the Tenant causing nuisance or actionable annoyance within 30 days of such a complaint being made and at the same time set out how that complaint has been/is to be dealt with.
- 9.9.3 discuss, and where agreement is reached on how to do so, resolve, any concerns raised by the Landlord in respect of the Tenant's use of the Property or the Accessway.

9.10 The Tenant shall not:

- 9.10.1 install or re-route any Service Media on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld; or
- 9.10.2 subject to clause 9.10.2, make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed and the Tenant shall, at the Tenant's cost, remove the Tenant's alterations, additions, installations and erections at the end of the term and make good any damage caused to the Property.
- 9.11 The Tenant shall, at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal (including all alterations permitted pursuant to the Agreement for Lease.
- 9.12 Not without the Landlord's consent (not to be unreasonably withheld or delayed) to affix to or display so as to be visible from outside the Property any sign, signboard, advertisement, hoarding, fascia, poster, placard, bill, notice or other notification (except such notification as is required by law), pole, aerial or satellite dish with the exception of all necessary road and CDM regulation signs.

10 Access of Landlord

The Tenant covenants with the Landlord to permit the Landlord and all persons authorised by the Landlord (with or without equipment) at reasonable times and on reasonable notice (save in emergency) to enter the Property:-

- 10.1 to inspect the state of repair and condition of the Property;
- to determine whether the Tenant has complied with its obligations in this Lease and to remedy any breach of the Tenant's obligations;
- 10.3 to inspect the Property for all purposes connected with any proposed action under the LTA 1954;
- to fix and retain without interference upon a suitable part of the Property one or more notice boards for reletting (but only within six months before the end of the Term) or selling the Landlord's reversionary interest in the Property and/or the Landlord's Neighbouring Property;

TBA 14/11/2014 23:48:50

14

Veale Wasbrough Vizards

- to view the Property in connection with any dealing (by way of sale, mortgage or otherwise) with the Landlord's reversionary interest in the Property or the reletting of the Property (but in the case of reletting only within six months before the end of the Term); and
- 10.6 to exercise the rights reserved by this Lease and to comply with the obligations of the Landlord under this Lease

provided that the Landlord complies with the Tenant's reasonable health and safety and security requirements, causes as little damage as reasonably practicable and makes good any damage to the Property caused by the exercise of these rights;

11 Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

12 Compliance with laws

- 12.1 The Tenant shall comply with all laws relating to:
 - 12.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 12.1.2 the use of all Service Media and machinery and equipment at or serving the Property;
 - 12.1.3 any works carried out at the Property; and
 - 12.1.4 all materials kept at or disposed of from the Property.
- 12.2 Promptly after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:
 - 12.2.1 inform the Landlord and allow the Landlord to copy the relevant document; and
 - 12.2.2 take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.
- 12.3 The Tenant shall not apply for any planning permission for the Property, other than for the Permitted Use, or make any change to the DCO that would affect the Property either prior to or after its determination by the Secretary of State, without the Landlord's consent, not to be unreasonably withheld.

13 Prohibition of dealings

13.1 The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

TBA 14/11/2014 23:48:30

15

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14 Returning the Property to the Landlord

14.1 At the end of the term:

- 14.1.1 to yield up the Property with vacant possession and repaired (to the same as or no lesser state of repair and condition as evidenced by the Enabling Works Completion Certificate) and otherwise in accordance with the Tenant's covenants contained in this Lease;
- 14.1.2 to remove all refuse, tenant's fixtures and fittings and chattels and signs from the Property, making good any damage caused by their removal;
- 14.1.3 to deliver to the Landlord any records relating to the Property as are required by any law.
- 14.2 The Tenant shall remove all alterations and additions made to the Property before and during the Term and shall make good any damage caused by their removal prior to the end of the Term.
- 14.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than 8 weeks after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

15 Environmental Liability

- 15.1 The parties agree that, notwithstanding any other provisions in this lease the Tenant in respect of any Tenant Contamination for which the Tenant shall be responsible, any responsibility and/or liability for remediating or otherwise dealing with the presence of any Hazardous Substances at, on, in, under or migrating from the Property shall be borne solely by the Landlord.
- 15.2 Clause 15.1 is an agreement for the purposes of paragraph 7.29 of the DEFRA Contaminated Land Statutory Guidance for the Environmental Protection Act 1990 Part 2A dated April 2012 (an "Agreement for Liabilities"). The parties consent to the provisions of this clause 15.2 being disclosed to an environmental regulatory authority and agree not to challenge the validity, existing or application of the Agreement for Liabilities.

16 Indemnity

- 16.1 The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:
 - 16.1.1 the Tenant's use of the Property;
 - 16.1.2 any breach of any tenant covenants in this lease; or
 - 16.1.3 any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

TBA 14/11/2014 23:48:30 16

17 Landlord's covenant for quiet enjoyment

17.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

18 Re-entry and forfeiture

- 18.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
 - 18.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - 18.1.2 any breach of any condition or tenant covenant of this lease;

or

- 18.1.3 an Act of Insolvency.
- 18.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.
- 18.3 In this clause, Act of Insolvency means:
 - 18.3.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
 - 18.3.2 the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
 - 18.3.3 the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
 - 18.3.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
 - 18.3.5 the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
 - 18.3.6 the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
 - 18.3.7 the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
 - 18.3.8 the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

ТВА 14/11/2014 23:48:30 17

18.3.9 the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

19 Tenant's break clause: rolling break

- 19.1 The Tenant may terminate this lease at any time by serving not less than one month's written notice on the Landlord to that effect and then this Lease will end on the date specified in such notice (the "Break Date"), but without prejudice to any rights or remedies that may have accrued, but such notice will only be effective if:
 - 19.1.1 the DCO is not made by the Secretary of State even if previous Planning has been approved; and
 - 19.1.2 the Tenant has paid the Annual Rent formally demanded due to the Landlord under this Lease on or before the Break Date; and
 - 19.1.3 the Tenant has paid to the Landlord the sum of £120,000 (one hundred and twenty thousand pounds) to the Landlord's Bank Account before the Break Date.
- 19.2 If this Lease terminates in accordance with Clause 19.1, the Landlord will refund any rents paid in advance by the Tenant in relation to the period falling after the Break Date within 20 working days after the Break Date.
- 19.3 The Break Notice shall be in writing, and for the purposes of this clause writing does not include facsimile transmission or email.
- 19.4 Determination of this lease under this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease, including any covenants expressed to be complied with before the end of the term.

20 Entire agreement, exclusion of representations and warranties

- 20.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 20.2 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease or made by the Landlord's solicitors in written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.
- 20.3 The Landlord does not warrant that the Permitted Use is lawfully permitted under the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Localism Act 2011 and any other Legislation of a similar nature in force at any time during the Term.

21 Rights and easements

21.1 The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease, the only rights granted to the Tenant are those set out in this Lease and the Tenant is not

TBA 14/11/2014 23:48:30

18

entitled to any other rights affecting the whole or any part of the Landlord's Neighbouring Property.

22 Adjoining Property

Nothing contained in this Lease or implied shall impose or be deemed to impose any restrictions on the use of any land or buildings not comprised in this Lease and the Tenant is not entitled to the benefit of or the right to enforce or have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any purchaser from or tenant of the Landlord in respect of any adjoining or nearby property of the Landlord including for the avoidance of doubt any other part of the Landlord's Neighbouring Property.

23 Disputes with Adjoining Occupiers

23.1 If any dispute arises between the Tenant and the tenants or occupiers of any adjoining or nearby property of the Landlord including for the avoidance of doubt any other part of the Landlord's Neighbouring Property in connection with the Property and any of that adjoining or nearby property, it is to be decided by the Landlord or in such manner as the Landlord directs.

24 Notices, consents and approvals

- 24.1 Section 196 of the Law of Property Act 1925 shall apply to notices given under this lease.
- Where the consent or approval of a party is required under this lease, a consent or approval shall only be valid if it is given in writing and signed by the party or a person duly authorised on its behalf. If a waiver is given, it shall not affect the requirement for any other consent.
- 24.3 If a party gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

25 Landlord's Liability

25.1 The Landlord ceases to be liable in respect of its covenants contained in this Lease after it has disposed of its interest in the reversion immediately expectant on the determination of the Term.

26 Rights of third parties

26.1 A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

27 Governing law

27.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

14/11/2014 23:48:30

19

29 Exclusion of sections 24 to 28 of the LTA 1954

- 29.1 The parties confirm that:
 - 29.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before the Agreement for Lease was entered into;
 - 29.1.2 Peristera Stefanou who was duly authorised by the Tenant to do so made a statutory declaration dated 20 December 2019 in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 29.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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Schedule 1 Service Media Works

- Laying Service Media
- 1.1 When laying Service Media in or under the Services Corridor (the "Works") the Tenant must do so:
 - 1.1.1 using good quality, new materials which are fit for the purpose for which they will be used;
 - 1.1.2 in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
 - 1.1.3 to the reasonable satisfaction of the Landlord.
- 1.2 In carrying out the Works the Tenant must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Landlord's Neighbouring Property.
- 1.3 The Tenant must take all proper steps to ensure that they do not make any of the following unsafe: the structure of the Landlord's Neighbouring Property, any plant or machinery at the Landlord's Neighbouring Property, any neighbouring land or building.
- 1.4 The Tenant must cause as little inconvenience as reasonably possible to the Landlord and the owners and occupiers of the Landlord's Neighbouring Property. The Tenant must not infringe any of their rights nor the rights of any other person in relation to the Landlord's Neighbouring Property.
- 1.5 The Tenant must make good, to the reasonable satisfaction of the Landlord, any damage (including decorative damage) to any land or building or any plant and machinery to the Landlord's Neighbouring Property which is caused by the Works.
- 1.6 The Tenant will give the Landlord the information it reasonably requests to establish that the laying of any Service Media is being carried out in accordance with this schedule.
- 1.7 The Tenant must notify the Landlord once the Works have been completed.

2 Reinstatement

- 2.1 The Tenant must remove the Works and reinstate the Landlord's Neighbouring Property at the end of the Term.
- 2.2 The removal and reinstatement of the Works must be done at the Tenant's cost and to the reasonable satisfaction of the Landlord.
- 2.3 The terms of this Schedule will apply to such removal and reinstatement of the Works.
- 2.4 The Tenant must also make good any damage (including decorative damage) to the Landlord's Neighbouring Property caused by the removal and reinstatement of the Works.

3 No warranty by the Landlord

- 3.1 No representation or warranty is given or is to be implied by the Landlord or by any step taken by or on behalf of the Landlord, in connection with it as to:
 - 3.1.1 the suitability of the Landlord's Neighbouring Property for the Works; and/or

TBA 14/11/2014 23:48:30 21

- 3.1.2 whether the carrying out of the Works or any removal or reinstatement of them may be lawfully carried out.
- 3.2 The Tenant acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Landlord before the date of this Lease as to any of the matters mentioned in paragraph 3.1 of this Schedule.
- 3.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 4 Indemnity
- 4.1 The Tenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this Schedule and/or the exercise of the Tenant's rights hereby granted.

Executed as a deed by SEH MANAGER
LIMITED in its capacity as managing partner of the St Edward Homes
Partnership acting by a director and secretary/two directors

[SIGNATURE OF FIRST DIRECTOR]

Director

.......

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]

Executed as a deed by **SEH NOMINEE LIMITED**

in its capacity as managing partner of the St Edward Homes Partnership acting by a director and secretary/two directors [SIGNATURE OF FIRST DIRECTOR]

Director

......

......

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]

Executed as a deed by Esso Petroleum Company, Limited

acting by a director, in the presence of:

[SIGNATURE OF WITNESS]

......

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

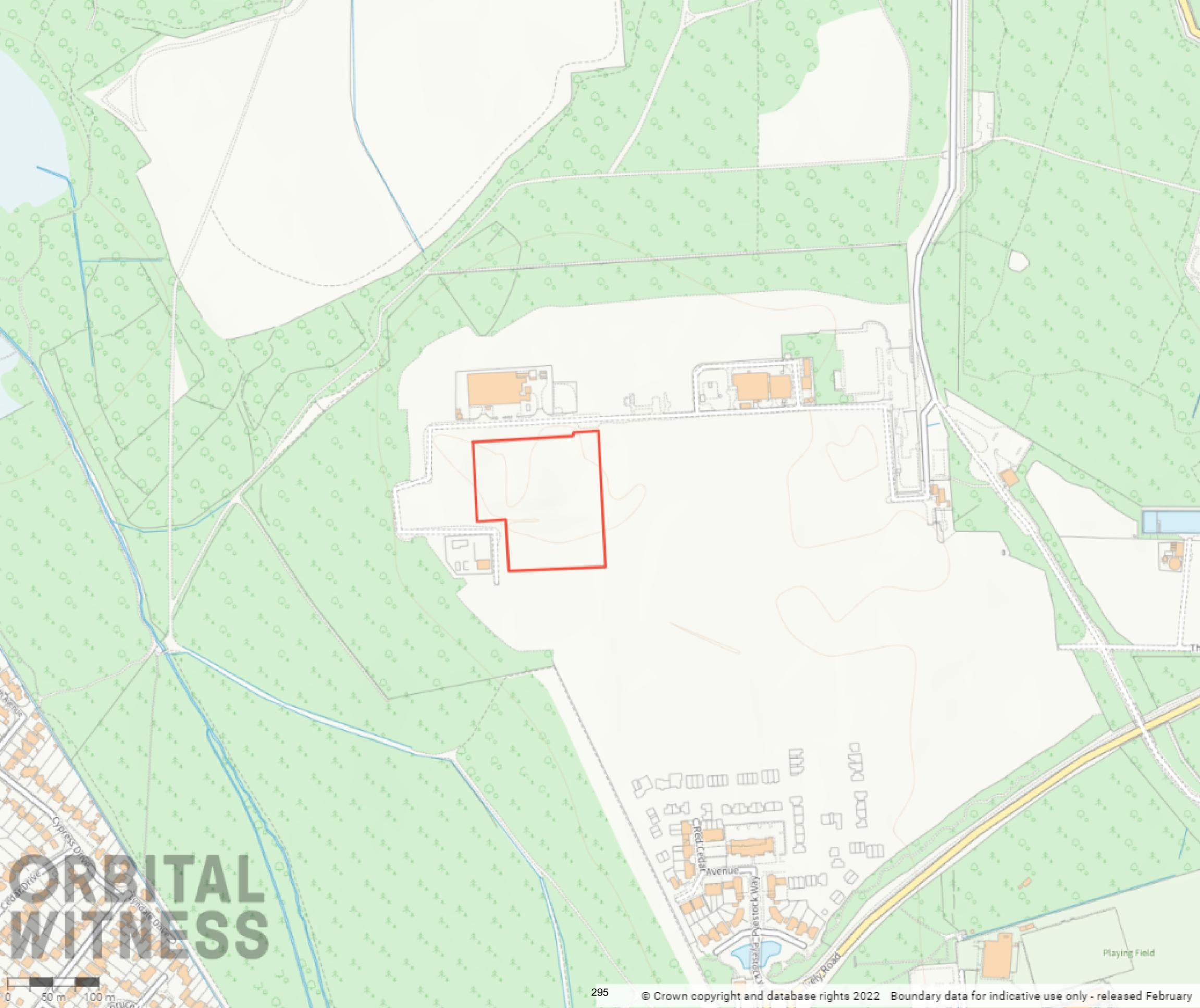
[SIGNATURE OF DIRECTOR]

Director

MOZINHOL: M.A.

[NAME OF DIRECTOR]

F.H.HARNESS SECRETARY





IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")

- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

SSW8

This is the exhibit marked "SSW8" referred to in the First Witness Statement of Stuart Sherbrooke Wortley.



Official copy of register of title

Title number SH30798

Edition date 26.03.2010

This official copy shows the entries on the register of title on 04 JUN 2019 at 11:26:35.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 04 Jun 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : EAST HAMPSHIRE

- 1 (02.03.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being a Pumping Station, A31, Holybourne, Alton.
- 2 (02.03.2010) The land has the benefit of the rights granted by a Conveyance of the land in this title dated 21 November 1980 made between (1) Lloyds Bank Limited and (2) Esso Petroleum Company, Limited.

¬NOTE: Copy filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (02.03.2010) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of Legal Department, ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX (Reference:F2L.DS8222).

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (02.03.2010) The land is subject to the rights granted by a Deed dated 13 May 1987 made between (1) Esso Petroleum Company, Limited and (2) The Southern Electricity Board.

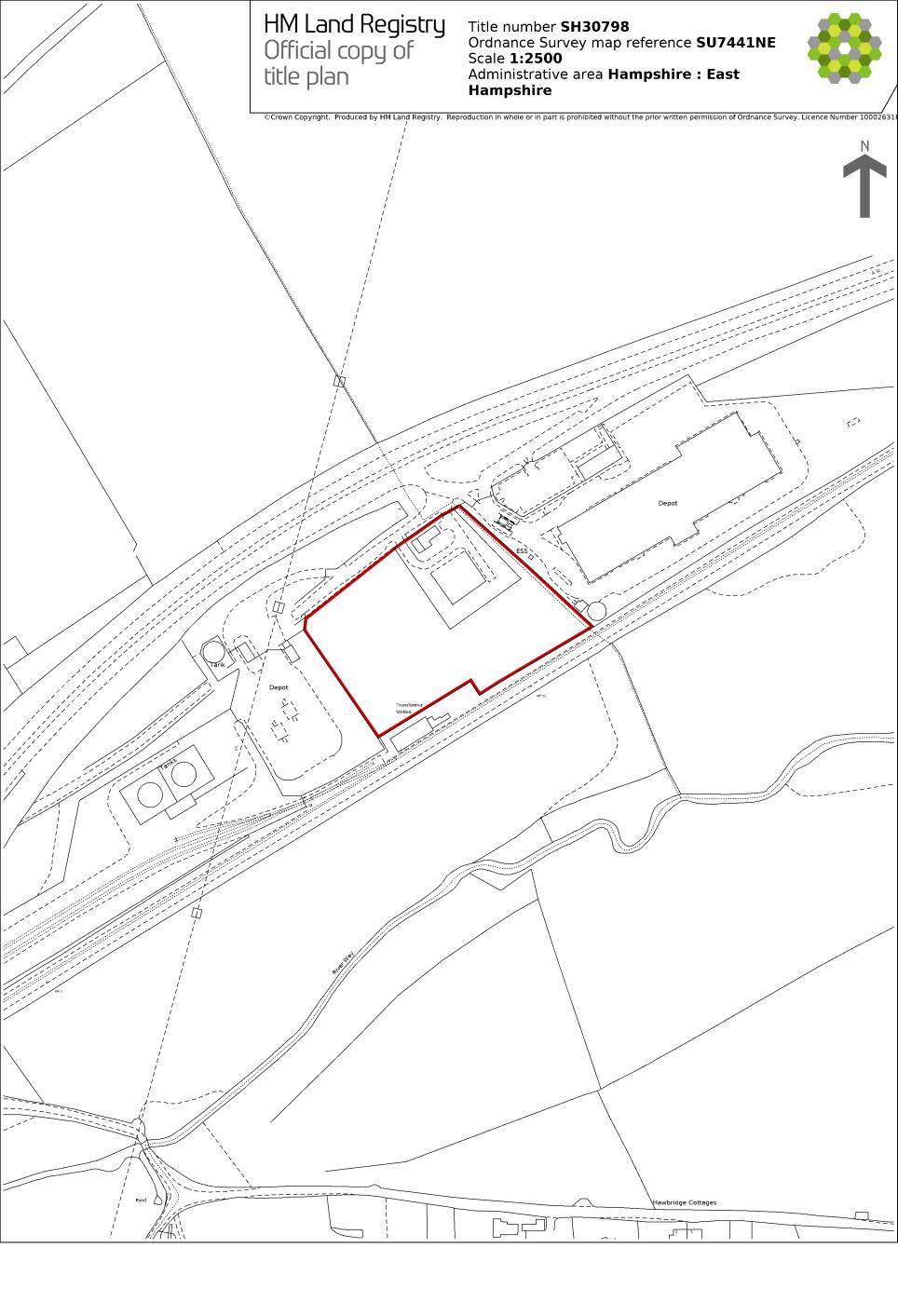
The Deed also contains restrictive covenants by the Grantor.

¬NOTE:-Copy filed.

298 1 of 2

Title number SH30798 End of register

299 2 of 2







IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

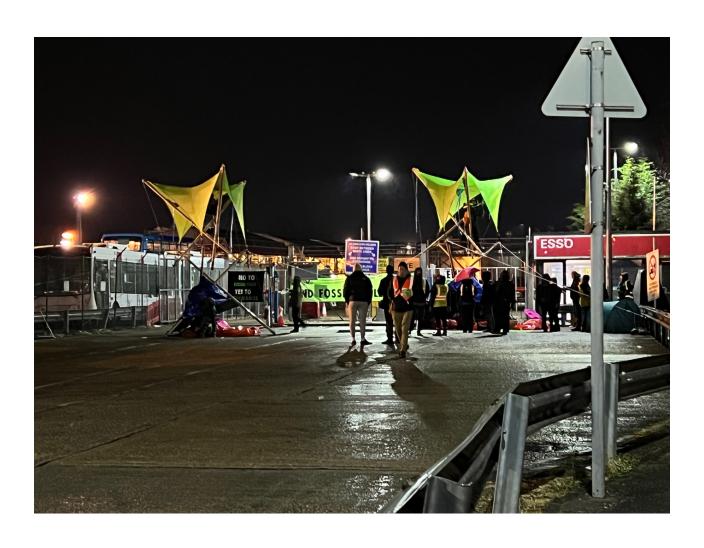
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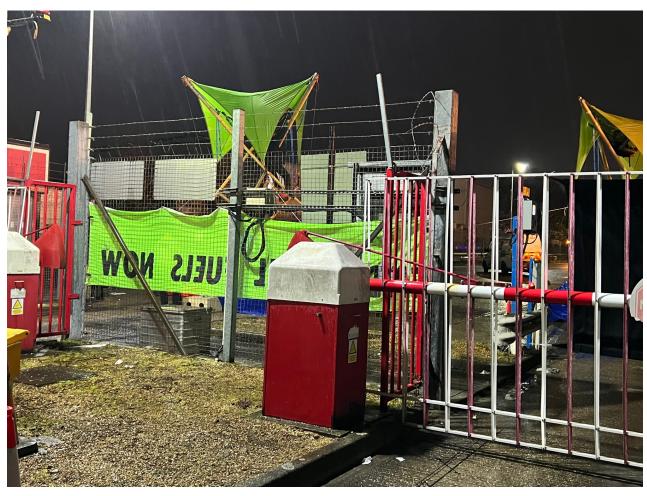
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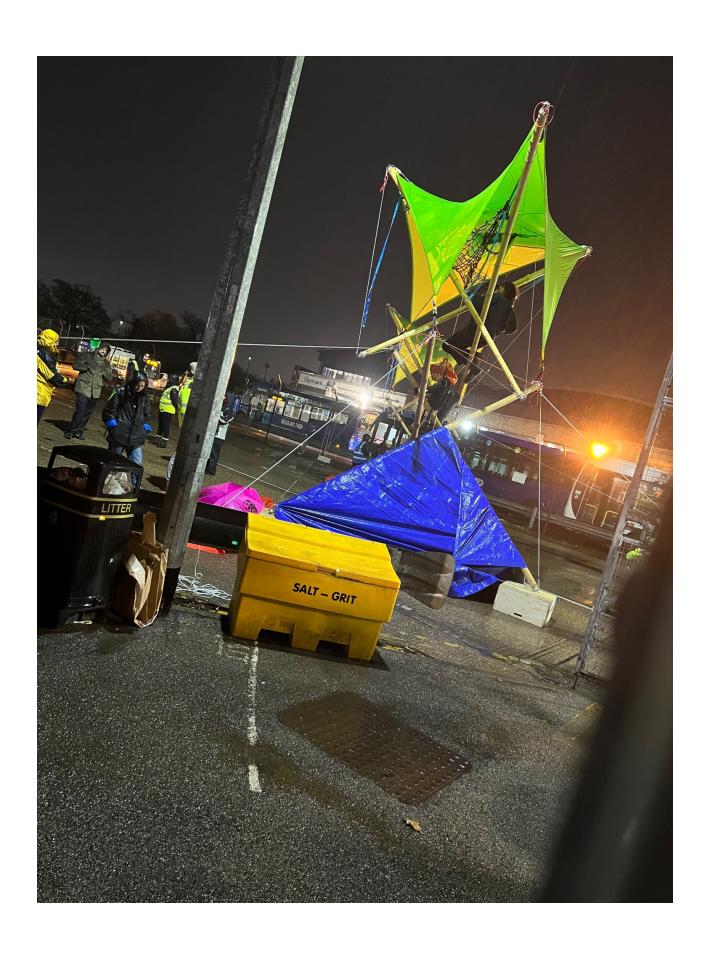
Defendants

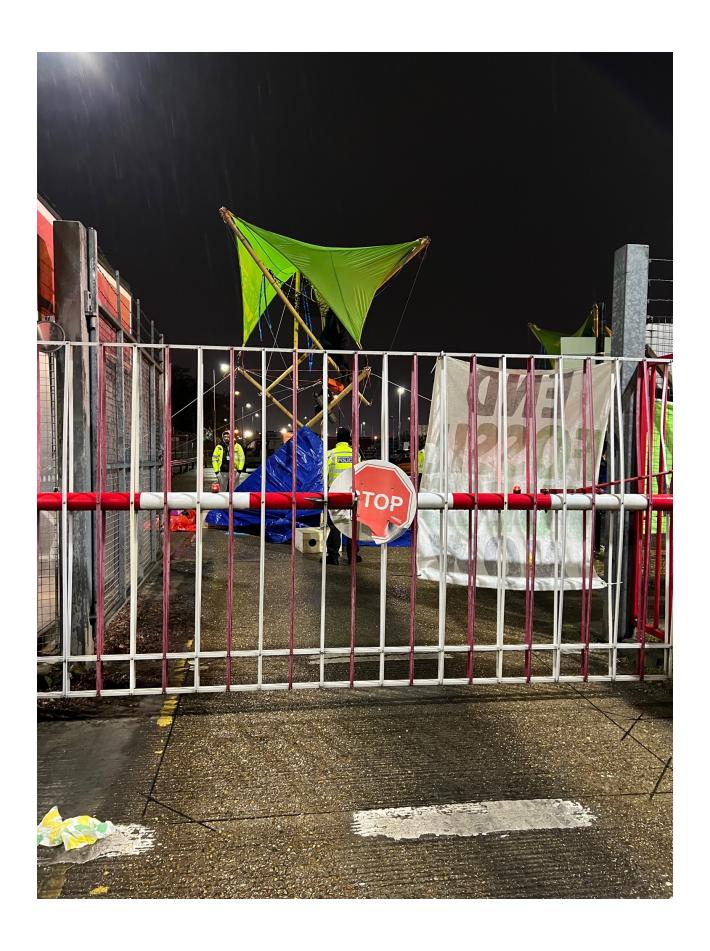
SSW9

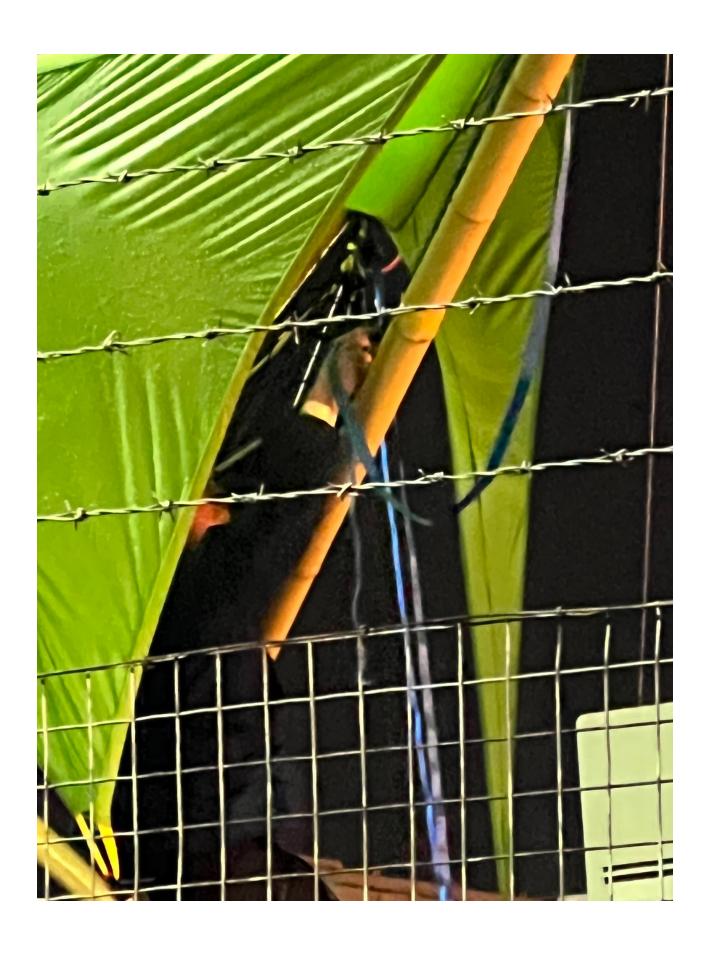
This is the exhibit marked "SSW9" referred to in the First Witness Statement of Stuart Sherbrooke Wortley.











Party: Claimants
Name: A Milne
Number: First

Exhibits: "AM1" - "AM11"

Date: 3.04.22

CLAIM NO QB-2022-

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
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Defendants

WITNESS STATEMENT

OF

ANTHONY MILNE

- I, **ANTHONY MILNE** of Ermyn House, Ermyn Way, Leatherhead, Surrey KT22 8UX WILL SAY as follows:-
- I am employed by the First Claimant, Esso Petroleum Company, Limited ("Esso") as Global Security Advisor.
- Where the facts contained in this witness statement are within my own knowledge, they are true; where the facts contained in this witness statement are not within my own knowledge I have provided the source of my information and those facts are true to the best of my knowledge and belief.
- 3. I have read a copy of the witness statement of Stuart Wortley which explains the Claimants' property interests in the Petrochemical Complex, the fuel terminals (at Avonmouth, Birmingham, Hythe, Purfleet and West London), the Hartland Park Logistics Hub and the Alton Compound and I adopt what he says therein.
- 4. I write this witness statement in support of the Claimants' claim for an injunction to restrain the direct action being committed by the Defendants, in particular following the co-ordinated campaign that took place on 1-3 April 2022.
- 5. In this witness statement, I explain:-
 - 5.1 the security measures at the Claimants' sites;
 - 5.2 some background to Extinction Rebellion ("XR"), Just Stop Oil and Youth Climate Swarm;
 - 5.3 the direct action that took place on 1 -3 April 2022;
 - 5.4 other indications that direct action will continue to occur at the Claimants' sites;
 - 5.5 The reasons for seeking an injunction;
 - 5.6 The urgency of the claim;

- 5.7 The balance of convenience;
- 5.8 Cross-undertaking in damages;
- 5.9 Persons Unknown; and,
- 5.10 Alternative service.

6. The Claimants' Security Measures

- 6.1 The Petrochemical Complex and each of the oil Terminals are regulated under Control of Major Accident Hazards Regulations 2015 (COMAH) by the Health and Safety Executive. As one would expect, access to each of these sites is strictly controlled.
- 6.2 The Fawley refinery itself is classed as tier 1 Critical National Infrastructure (providing around 20% of UK refinery capacity).
- 6.3 All of the oil Terminals referred to in paragraph 3 of Mr Wortley's Statement and the Petrochemical Complex benefit from:-
 - fully licensed security personnel;
 - security barriers at the point of vehicular access;
 - closed circuit television infrastructure linked to an Access Control system (with on-site monitoring suites); and
 - fenced areas where active operations are undertaken.
- 6.4 The operational area of the Petrochemical Complex is protected by 2 fences (one of which is electrified). The area within this security fence is around 1,174 acres.
- 6.5 Notwithstanding these security measures, and as demonstrated by the incidents described in more detail below, an individual determined to carry out direct action (or group of such individuals) can gain unlawful access to these sites. In these incidents, members of Extinction Rebellion ("XR") have used bolt cutters to cut through:-
 - 6.5.1 both security fences at the Petrochemical Complex;
 - 6.5.2 the security fence at the First Claimant's compound in Alton; and
 - 6.5.3 the security fences at the West London and Birmingham Terminals.

7. Extinction Rebellion, Just Stop Oil and Youth Climate Swarm

- 7.1 XR was formed in around 2018. XR is a campaign group which promotes the use of civil disobedience (including obstruction of the highway) with a view to influencing government policy in relation to climate change.
- 7.2 A copy of XR's 2002 strategy document (as published on XR's website on 27 February 2022) is attached to this statement marked "AM1". I would draw attention to the following paragraphs:-
 - 7.2.1 paragraph 3.5 refers to XR's strategy of challenging the courts and the legal system in England and Wales. It includes links to legal guidance on how to deal with arrest, prosecution and prison sentences and explains the support which XR will provide "rebels" facing prosecution in the criminal courts and contempt of court proceedings in the High Court and other legal resources. It also includes the following:-

"Trials scheduled for 2022 include those for actions that targeted the Department of Transport, the Treasury, the Home Office, the Brazilian Embassy, HSBC, Barclays, and Morgan Stanley. We will develop complementary actions, press and support strategies around these trials (with consent), which we will share with the movement once dates are confirmed.

...

"Disobey in the Dock: Contempt of court actions have a place in our Magistrates Court strategy, in the form of livestreams, glue ons and other creative actions. Disobey could also be a refusal to engage at all with the process by ignoring charge notices, failing to appear in court, and refusing to pay court costs or fines. Disobey actions extend the non-cooperation strategy used on the streets (e.g. going floppy); they escalate disruption in the courts; and they provide preparation in the way of short prison sentences for those considering more high-risk actions. We will create a team to provide rebels with action design, messaging, practical and prison support."

7.2.2 paragraph 3.11 refers to XR's next campaign of mass resistance in April 2022 commencing with a rally in Hyde Park on 9 April 2022. The target for this campaign will be the UK Government and "polluters" and encourages the following action:-

"Overwhelm the state/police through mass resistance and attrition tactics."

7.3 In or around January 2022, a new campaign group called "Just Stop Oil" was formed alongside (for activists under the age of 30) "Youth Climate Swarm".

The target of these groups is to end the use of fossil fuels in the UK. Both groups are actively recruiting activists with a view to disrupting the oil industry in March 2022.

- 7.4 Copies of the pages on the website are attached to this statement marked "AM2".
- 7.5 The first page of the Just Stop Oil website encourages individuals to provide their name and contact details and to sign up to the following pledge:-

"I formally pledge to take part in action which will lead to my arrest, at least once, in late March.

In preparation for this action I will join my regional group to which I am allocated, and take part in a 1-day Nonviolence training.

I understand the importance of this action in the context of the unimaginable horror that will occur if the climate and ecological crisis is not dealt with.

Only a dramatic life event, such as a loss of a close loved one or illness, will prevent me from taking part in this action."

8. Direct Action on 1-3 April 2022

8.1 On 1 April 2022, four of the First Claimant's Terminals (West London, Hythe, Purfleet and Birmingham) were subject to direct action as part of a wider campaign disrupting various oil terminals in the UK. A copy of various press articles outlining the extent of the activity in the UK is attached marked "AM3". Both XR and Just Stop Oil claimed involvement in this direct action on social media and their logos / banners were displayed during the incident. The direct action at the impacted Terminals included the following:

Birmingham Terminal

8.2 At around 4:00am, approximately 20 individuals blocked the entrance to the site, blocking vehicular access to the site and preventing the First Claimant's customers from collecting fuel in vehicle tankers from the site. A tanker was stopped at the entrance to the site, two individuals climbed onto the truck and others sat in front of it. A photograph of the activity is attached to this statement marked "AM4". One individual also glued themselves to the path outside the terminal. Police attended the site and, around 6 arrests were made. By approximately 5.30pm the Police had dispersed the protest and the site was re-opened to the First Claimant's customers. Those carrying out direct action wore orange jackets, some of which depicted the Just Stop Oil logo.

West London Terminal

8.3 At around 4:00am, approximately 24 individuals blocked the entrance to the site by attaching barrels to the vehicular entrance gates (to weigh the gates down and prevent them lifting). The First Claimant's customers were prevented from collecting fuel from the site. Various individuals also erected tripods immediately outside the First Claimant's access gate further blocking the access. At approximately 6:45am, 4 individuals cut a hold in the access fence to the site and scaled one of the fuel storage tanks. Those individuals were subsequently arrested (in addition to around 8 other individuals) a few hours later by the Police. By around 3pm, and as a result of the arrests made by the Police, those responsible for the direct action had left the site and it was reopened to the First Claimant's customers. As a consequence of the trespass activity on the site, the First Claimant initiatied its emergency site procedures, which included the temporary shut-down of the pumping of aviation and ground fuel from the Petrochemical Complex to the Terminal.

Hythe Terminal

8.4 At around 5:00am, 7 individuals blocked the access to the Hythe terminal using the Extinction Rebellion "pink boat". Photographs of the boat blocking the access to the Hythe terminal are exhibited at "AM5". The First Claimant's customers were unable to access the site. Police attended the site and at around 11:45am the boat was removed and those responsible for the direct action moved away. The site re-opened to the First Claimant's customers at around 12:45pm.

Purfleet Terminal

8.5 At around 6:30am, 20 individuals blocked the access road to the Purfleet Terminal and prevented the First Claimant's customers from accessing the site. 6 individuals climbed onto a truck delivering additives in a "Samat" vehicle to the site, a photograph of which is exhibited at "AM6". The Police attended the site. By 3pm, individuals remained on the truck, but others in attendance at the site had either been arrested or dissipated. The site opened to customers at around 5pm.

2 April 2022

8.6 At around 9.45am on 2 April 2022 approxiamtely 20 protestors blocked the entrance and exit to the Purfleet Terminal by a number of protestors locking themselves onto the access gates and others sitting in the access road. The Police attended the site, removed the protestors and a number of arrests were made. The site opened to customers at around 5.30pm. In addition to the

protest at the First Claimant's site, additional protests were conducted at other terminals in the UK, with the press reporting that around 80 arrests were made by the Police.

3 April 2022

- 8.7 At around 5am on 3 April 2022 approximately 20 protestors blocked the access to the Birmingham Terminal by sitting in the road. Some of the protestors also climbed onto a Sainsbury's fuel truck. One protestor cut through the security fence to the terminal, scaled one of the fuel storage tanks and displayed a Just Stop Oil banner. Photographs of the of the protest are exhibited at "AM6a." As a consequence of the trespass activity on the site, the First Claimant initiatied its emergency site procedures, which included the temporary shutdown of the pumping of ground fuel from the Petrochemical Complex to the Terminal. The Police attended the site, a number of arrests were made and the site re-opened to customers at around 4pm. Additional protests also occurred at other terminals owned by third parties on the same day.
- 8.8 The impact of the above activity has ceased operations and customer access at 4 of the First Claimant's Terminals and temporarily suspended the pipeline transportation of fuel from the Petrochemical Complex to West London Terminal for safety reasons on 1 April. On 2 April customer access was prevented to the Purfleet Terminal. On 3 April customer access was prevented to the Birmingham Terminal and the pipeline transporation of fuel from the Petrochemical Complex to Birmingham Terminal was temporarily suspended for safety reasons.

Other indications that direct action will continue to occur at the Claimants' sites

9.1 As well as the direct action that occurred on 1-3 April 2022, the Claimants have good reasons to believe that direct action will continue to be carried out by the Defendants at the Claimants' sites. This belief is based on the following incidents and information.

August 2020 - Ermyn House (Esso's UK Head Office)

- 9.2 On 28 August 2020, members of XR gathered at Ermyn House.
- 9.3 Approximately 15 individuals gathered outside the only access gates to the site and attached banners displaying the Extinction Rebellion logo to the gate and posted detail of their activity on social media.

9.4 After approximately 1 hour they left under threat of arrest from the Police.

August 2021 - Hythe Terminal

- 9.5 On 19 August 2021, XR organised direct action at the Hythe Terminal.
- 9.6 A group of around 10 individuals erected 2 tripods on New Road preventing access to and from the terminal (including for fuel trucks) for around 8 hours.
- 9.7 Although police attended, those carrying out the direct action dissipated before any arrests were made.
- 9.8 Photographs of this incident and some media coverage of it are attached to this statement marked "AM7".

October 2021 - Petrochemical Complex

- 9.9 On 28 October 2021, XR organised direct action at the Petrochemical Complex:-
 - 9.9.1 at around 6:30am, a group of around 12 individuals gained access to this site by cutting through two layers of perimeter fencing (one of which was electrified) with bolt cutters and rubber matting;
 - 9.9.2 at around the same time a second group of 3 individuals created a distraction by activating the alarms on the security fencing close to Gate 1;
 - 9.9.3 some of the individuals from the first group climbed to the top of 2 petrol storage tanks and displayed XR banners. Images of this were uploaded to social media and via a live YouTube feed from a drone;
 - 9.9.4 a third group of approximately 15 individuals blocked Gate 2 by standing in front of the gate and blocking the access with the "pink boat" belonging to XR mounted on a trailer. Again images were uploaded to social media;
 - 9.9.5 at around 2:00pm, 6 of the individuals within the security fence left voluntarily;
 - 9.9.6 at around 3:00pm, the other 6 individuals within the security fence left after the Police threatened to arrest them and those outside the front gate dissipated;
- 9.10 photographs of this incident and some media coverage of it are attached to this statement marked "AM8".

December 2021 - Alton Compound

- 9.10 Overnight on 19 December 2021, 4 members of XR cut through the fence at the First Claimant's compound in Alton where plant and equipment (required for the construction of the Southampton to London Pipeline) is stored.
- 9.11 These individuals caused extensive damage which included attempted destruction of the Perimeter Intrusion Detection security devices, smashing plant machinery windows, mirrors and lights on various vehicles. Those responsible left a poster on one of the vehicles which included the XR logo and stated:-

"WARNING SABOTAGED! DO NOT USE"

9.12 Photographs recording this damage are attached to this statement marked "AM9".

February 2022 - Queen Elizabeth Park

- 9.13 On 2 February 2022, a group of individuals attended the Queen Elizabeth Park (QEP) in Surrey and staged a protest. This is one of the construction sites in relation to the Southampton to London Pipeline Project ("SLP"). This action was timed to coincide with the first day of ground clearing works. These individuals displayed XR banners and stood in the access to a car park area where the SLP contractor's vehicles were parked.
- 9.14 I am informed by Ian Game in Esso's Security Team that the SLP contractor suspended works for the day as they were concerned about the safety of their workers.
- 9.15 An XR spokesperson provided the following comment to the newspaper, Hampshire Live "Let's stop the Southampton to London Pipeline. More action coming soon!" XR also adopted the social media campaign slogan "#ResistSLP #StopExxon".
- 9.16 On 15 February 2022, a group of individuals attended QEP and staged another protest. They displayed XR banners and assembled close to the area where ground clearing works were underway. The police attended the scene. XR Fleet and XR South East UK posted the following comment on social media: "this action is part of our #XRSouthEast ongoing campaign to #ResistSLP #StopExxon. More to follow."
- 9.17 Photographs of these 2 incidents and some media coverage of them are attached to this statement marked "AM10".

February 2022 - Hartland Park Logistics Hub

- 9.18 I am informed by Ian Game in Esso's security team that:-
 - 9.18.4 on 22 February 2022 an individual visited the Hartland Park Logistics Hub in an Audi A6 car and appeared to be undertaking surveillance;
 - 9.18.5 when challenged by the security team, the individual denied taking photographs and said that he could do whatever he liked;
 - 9.18.6 when told that the police would be informed the individual left;
 - 9.18.7 there had been 3 or 4 similar incidents prior to this one.
- 9.19 Photographs of the individual involved in the incident on 22 February 2022 are attached to this statement marked **"AM11"**.

Just Stop Oil - Planned Direct Action in March 2022

- 9.20 I understand from Tristan Lovering in Esso's security team that:-
 - 9.20.1 the Just Stop Oil website originally included a live "counter" which recorded the number of individuals who had signed up to the pledge;
 - 9.20.2 by 3 March 2022, this showed that that 744 individuals had signed up;
 - 9.20.2 on or around 8 March 2022, the live "counter" was removed and so the current number of individuals who have signed up is unknown.
- 9.21 The Just Stop Oil website also includes the following information:-

"In March and April 2022, 100s of people all round the country will be taking action to force the Government to take action against the fossil fuel industry. Hundreds of meetings are happening and the whole thing is taking off"

and refers to the following phases of activity:-

"March onwards:

- Phase 1: In March 2022 teams will block the oil networks to demand that the government Just Stop Oil. They will block oil refineries, storage units, and adjacent motorways.
- Phase 2A: Teams will block petrol stations in the South-East. Many people will do sit-ins, sitting on the ground in the forecourt. Others will do tanker-surfing and spray paint filling points.
- Phase 2B: High stakes resistance against oil."

9.22 The link below is to a recording of a presentation which Dr Maxey gave to a Just Stop Oil in Falmouth in January 2022:-

<u>Dr Larch Maxey | Civil Resistance in 2022 | Falmouth | Just Stop Oil - Bing video</u>

- 9.22.1 around 53 minutes into the recording, Dr Maxey explains that Just Stop Oil would be training activists in civil resistance during February 2022;
- 9.22.2 around 58 minutes into the recording, Dr Maxey explains that Just Stop Oil will be encouraging disruption to the oil economy – using as their example the protests conducted by the haulage industry (against high fuel prices) in September and November 2000;
- 9.22.3 around 57 minutes into the recording, Dr Maxey explains that Just Stop Oil will be engaging in disruptive activity in March 2022 before handing over to XR which will continue the disruption in April 2022. Specifically he says:-

"So we're creating this broad coalition and all we're asking for people to join that coalition is that they - and other organisations - is that they support the commitment to non-violence and training up into that, that they share the same demand of no new licences. That's all we're asking - it's very simple and we've got elements of this coalition, I've just mentioned the youth element. We've got Extinction Rebellion are also going to be causing disruption with a similar focus on the oil industry in April. We're going in late March; they're going in April We're working together. As far as I'm concerned this is all part of the same thing. We're all in this together."

- 9.23 I note from the mainstream media that on 14 February 2022, 2 representatives of Just Stop Oil (Louis McKechnie and Hannah Hunt) delivered an "ultimatum" in person to the UK Government stating that unless the UK Government ceases the licensing of oil projects by 14 March 2022, action would commence shortly thereafter.
- 9.24 Media reports relating to this incident are attached to this statement marked "AM12".

XR - Planned Direct Action in April 2022

9.25 Dr Maxey's statement in the video referred to above that Just Stop Oil will commence its campaign of civil disobedience in March 2022 and that XR will take the campaign forward in April 2022 is consistent with the following page which appears on the XR website:-

"NEXT UK REBELLION

As our planet passes multiple tipping points and the UK sleepwalks into authoritarianism, what XR does this year affects everything.

With a simple unstoppable rebellion design we will make space for thousands of new people to join us in April and tip the scales once again towards radical change on the climate and ecological emergency.

JOIN THE REBELLION IN LONDON

10AM ON 9TH APRIL @ HYDE PARK

In April, we call on everyone to **take action and demand an end to the fossil economy**, for the UK Government to immediately stop the harm that is happening right now and end fossil fuel investments. We will facilitate a mass flood of people to grind the capital to a halt, causing maximum material disruption and making meeting the immediate demand politically unavoidable.

Our disruption will not stop until the fossil fuel economy comes to an end.

THE PLAN

As said in the <u>XR UK 2022 strategy</u>, we will streamline our action plan under a clear united message, inviting everyone to come together under one aligned action plan, rather than having a scattergun approach across several different targets, in order to have the most impact.

Focused Economic Disruption

Laser focused action will take place at a single fossil fuel target – more info to come soon! Standing in solidarity with all people around the world who are defending their lives, land, wildlife and cultures in the face of the crisis, we will cause maximum material disruption and tell the story of the fossil fuelled corruption at the heart of our democracy.

Mass Rebellion in London

Longstanding rebels will step up into mentorship, guiding tactically smart, highly disruptive mass participation action designed to **disrupt**, **engage** and **recruit** new rebels in Central London, with built-in options for level of risk. We'll be easy to find, easy to join, disruptive and impossible to ignore. We will create the most roadblocks we ever have with a new action design.

A simple, agile, participation design enacted through new and revitalised affinity groups will allow us to stand together in all our diversity as people of all backgrounds and ages; as doctors, nurses, grandparents, students, lawyers. We are the public and we refuse to be bystanders.

Food, Accommodation & Transport

XR UK will provide food, accommodation & transport subsidies for rebels joining us on the streets during Rebellion. However, donations for all are welcomed and will be needed.

Further information

Further information on talks and trainings will be coming soon, make sure you are following the <u>Rebellion Broadcast telegram</u> channel.

WHAT NOW?

Book time off work from April 9th to 17th and be ready to continue in civil resistance in London on at least the following three weekends:

- Sat/Sun 23rd-24th April
- Sat/Sun 30th-1st May
- Sat/Sun 7th-8th May"
- 9.26 On 8 March 2022, XR delivered a letter to the Prime Minister demanding that the UK government "... end to the fossil fuel economy before April, ...".
- 9.27 The letter also includes the following:-

"This is why Extinction Rebellion is returning to the streets on 9 April 2022, with an immediate demand to end the fossil fuel economy. Either you do what the entire scientific community and International Energy Agency is telling us we need to do to save humanity, and stop all new fossil fuel investments immediately, or we are going to do what you refuse to do. We are going to stop the UK oil flow, and bring the country with us."

- 9.28 A copy of the XR letter dated 8 March 2022 is attached to this statement marked "AM13".
- 9.29 On 9 March 2022, XR issued a press release in which they reinforced their message about plans to block major UK oil refineries in April 2022. An article appearing in the Daily Mail dated 9 March reported that:-

"[XR] looks set to heap yet more misery on the British public by today announcing plans to block major UK oil refineries and attempt to bring London to a standstill once again"

...

"From April 9, it will then flood the capital with activists and create the most roadblocks we ever have ..."

...

"[XR] first revealed its plan for protests this April in a press release last year, vowing to mobilise two million protestors to launch what it says will be "the largest act of civil resistance in UK history".

9.30 A copy of the Daily Mail article dated 9 March 2022 is attached to this statement marked **"AM14"**

10. The reasons for seeking an Injunction

- 10.1 The Claimants recognise the fundamental importance in this country of the basic rights protected by law by the Human Rights Act 1988 including freedom of speech and freedom of assembly. The Defendants are free to express themselves in many different ways and by taking this action, the Claimants do not seek to stifle criticism or debate. However, in expressing their views it is not necessary for them to trespass on the Claimants' land, prevent normal operations from being conducted at the Claimants sites and / or engage in any unlawful activity.
- 10.2 After giving careful consideration to the matter, the Claimants have concluded that it is right to apply for an injunction for the following reasons:-
 - 10.2.1 the Claimants' sites are used for the production and storage of highly flammable and otherwise hazardous substances. This is why access is so strictly controlled (and why the Petrochemical Complex has a double security fence). All of the Claimants' employees and contractors understand the hazards which they might encounter they are trained and, where appropriate, provided with protective clothing and equipment. Those carrying out direct action on the other hand do not understand the hazards, are untrained and unlikely to have any protective clothing or equipment;
 - 10.2.2 the Claimants wish to avoid any repeat of the direct action in August, October and December 2021 (at the Hythe Terminal, the Petrochemical Complex and the Alton compound respectively). Each of those incidents involved unlawful trespass on the First Claimant's property. The incidents in October and December 2021 also involved damage to property;
 - 10.2.3 the First Claimant has important contractual obligations to customers which have to be fulfilled to keep the country moving including road, rail and air travel;
- 10.3 the material provided in this witness statement demonstrates that those organising the Just Stop Oil and XR direct action are entirely open about the fact that they:-
 - 10.3.1 intend to replicate the 2000 fuel protests (when the haulage industry set out to bring the country to a standstill);
 - 10.3.2 are specifically threatening (as part of Phase 1 of their activities) to blockade oil refineries and storage units;

10.3.3 are recruiting activists who are prepared to commit criminal offences (on signing up, individuals must pledge to be willing to be arrested "at least once").

11 Urgency

- 11.2 The Claimants seek this injunction as a matter of urgency because of the significant consequences that further direct action would entail.
- 11.3 In particular, any attempt to trespass on the Claimants' sites or otherwise impede access to them with a view to disrupting the Petrochemical Complex or the oil Terminals would result in significant and unacceptable risks of serious:-
 - 11.3.1 personal injury;
 - 11.3.2 disruption to the Claimants' operations and subsequent impact on UK downstream fuel resilience.
- 11.4 The nature of those risks is substantial:
 - 11.4.1 If the First Claimant is unable to access and fully operate or transport fuels from the refinery at Fawley and the Terminals the implications for the UK economy could be:-
 - 11.4.1.1 Disruption to the production, transportation and storage of refined transport fuels (including road, heating, rail and aviation fuel).
 - 11.4.1.2 Inability to supply wholesale customers which include national supermarkets, major aviation companies at Heathrow and Gatwick airport, Esso branded retail filling stations, other oil companies and rail companies.
 - 11.4.1.3 Supply disruption and risk of local outages at retail filling stations.
- 11.5 The Second Claimant would be unable to manufacture and transport products from the chemical plant at Fawley, which may also have a consequential impact on refinery operations given the integrated nature of the Petrochemical Complex.
- 11.6 If the First Claimant is unable to access the Hartland Park Logistics Hub or the Alton Compound, the SLP construction programme could be delayed.

12 The Balance of Convenience

- 12.2 In light of the co-ordinated campaign of direct action that took place on 1-3 April 2022, and having regard to what Just Stop Oil and XR themselves have said about their intentions in March and April 2022, each of the Claimants' sites in respect of which an injunction is being sought is an obvious target. It follows, in my respectful submission that:-
 - 12.2.1 without an injunction, there is a genuine risk of activists trespassing on the Claimants' land or otherwise impeding access to it for which there is no effective deterrent. It is telling that no charges have been brought against any of the individuals involved in the incidents which took place in August, October and December 2021 (despite the first incident involving obstruction of the highway and the other 2 incidents involving criminal damage); and
 - 12.2.2 the grant of an injunction to restrain trespass on the Claimants' land or otherwise impede access to it would provide an effective deterrent for activists who might otherwise be contemplating carrying out direct action (given that breach of the Order would carry the risk of imprisonment for contempt of court).
- 12.3 Damages would not be an adequate remedy because of the significant consequences of the direct action, as set out in section 11 above. For example, it could lead to an inability to supply wholesale customers such as Heathrow and Gatwick airport. Damages would also not be an adequate remedy because the Claimants have no reason to believe that the Defendants would be in a financial position to pay these damages (even if they could be identified).
- 12.4 Conversely, since the Order which the Claimants seek is only to prevent unlawful activity, there is no question of any of the Defendants suffering any actionable loss or needing compensation in damages.

13 Cross-Undertaking in Damages

- 13.2 Although I cannot foresee any way in which anyone affected by the injunction could suffer loss or damage, I am authorised on behalf of the Claimants to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate the Defendants for any loss if it is subsequently determined that the Claimants are not entitled to the Order which they seek.
- 13.3 I am informed by Stuart Wortley of the Claimants' solicitors that for the year ending 31 December 2020:-

- 13.3.1 the First Claimant's accounts filed at Companies House show a balance sheet value of £1.779 billion;
- 13.3.2 the Second Claimant's accounts filed at Companies House show a balance sheet value of £355 million.

14 Persons Unknown

14.2 The Claimants do not know the names of any individuals who intend to trespass on the sites which are the subject of these proceedings. For any injunction to be effective it would need to be granted against each of the classes of Defendant named in the proceedings.

15 Alternative service

- 15.2 An individual within any one of those classes would only become a defendant to the proceedings if they knowingly breached the injunction. However, to ensure that there is no argument that regular service of the proceedings has occurred I ask the court to order substituted service of the Order and the documents comprising the Claim Form, the Particulars of Claim, Response Pack, the Application Notice dated 3 April 2022, the Witness Statement of Stuart Sherbrooke Wortley dated 3 April 2022, the Witness Statement of Anthony Milne dated 3 April 2022, an Application Notice in respect of the return date hearing (the "Court Documents") in the terms set out in the draft Order, pursuant to CPR 6.15 and 6.27.
- 15.3 As the Claimants have not been able to identify any individuals, they are unable to serve the claim documents and injunction on them in the usual way.
- 15.4 As such, the Claimants propose to serve the Court Documents and Order as follows:
 - 15.4.1 fixing copies in clear transparent sealed envelopes at a minimum number of 2 locations on the perimeter of each of the Sites together with a notice which states that copies of the Order and the Court documents may be (a) obtained from the Claimants' solicitors, Eversheds Sutherland (International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley tel: 020 7919 0969) email: exxonmobil.service@eversheds-sutherland.com and (b) viewed at the website referred to below;

15.4.2 uploading a complete copy of the Order and Court Documents to the following website:

https://www.exxonmobil.co.uk/Company/Overview/UK-operations

- 15.4.3 fixing copies of large warning notices around the perimeter of each of the Claimants' sites explaining:-
 - the existence and nature of the Order;
 - the existence of the proceedings;
 - the potential consequences of breaching the Order;
 - the address at which copies of the proceedings can be obtained;
 and
 - details of the website at which the injunction can be viewed.
- 15.4.4 sending an email to each of the following email addresses with the information that copies of the Order and the Court documents may be viewed at the website referred to in Paragraph 15.3.2 above:
 - (a) <u>xr-legal@riseup.net</u>
 - (b) juststopoil@protonmail.co.uk
- 15.5 I attach to this statement a suggested form of warning notice marked "AM15".
- 15.6 I believe that alternative service by these methods can reasonably be expected to bring the proceedings to the attention of the Defendants for the following reasons:
 - 15.6.1 The warning notices will be prominently displayed such that the Defendants will be in close proximity to them in order to carry out the direct action. Any individual who attempts to carry out direct action in the manner prohibited by the injunction will, therefore, be very likely to see those notices and be alerted to where they can access the documents.
 - 15.6.2 XR and Just Stop Oil should draw the attention of their membership to the injunction.

I believe that the facts stated in this Witness Statement and Exhibits are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to make this statement on behalf of the Claimants.

DocuSigned by:

Anthony Milne

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Anthony Milne

3 April 2022

Certificate Of Completion

Envelope Id: 44F38EDABBDF40178B41B9C81EDA4D64

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Signer Events

Anthony Milne

anthony.milne@exxonmobil.com

Security Level: Email, Account Authentication

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Signature Inthony Milne
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In Person Signer Events

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Katrina Mulligan

katrina.mulligan@exxonmobil.com Regional Coordinating Counsel

Esso Petroleum Company Limited

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Electronic Record and Signature Disclosure:

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ID: 5a74af23-66df-4020-a96a-142f1b312e69 Company Name: Exxon Mobil Corporation

Witness Events

Signature

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Notary Events

Signature

Timestamp Timestamps

Envelope Summary Events

Status

4/3/2022 1:49:58 PM

Envelope Sent Certified Delivered Hashed/Encrypted Security Checked

4/3/2022 3:14:39 PM

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Completed	Security Checked	4/3/2022 3:15:36 PM			
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

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IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

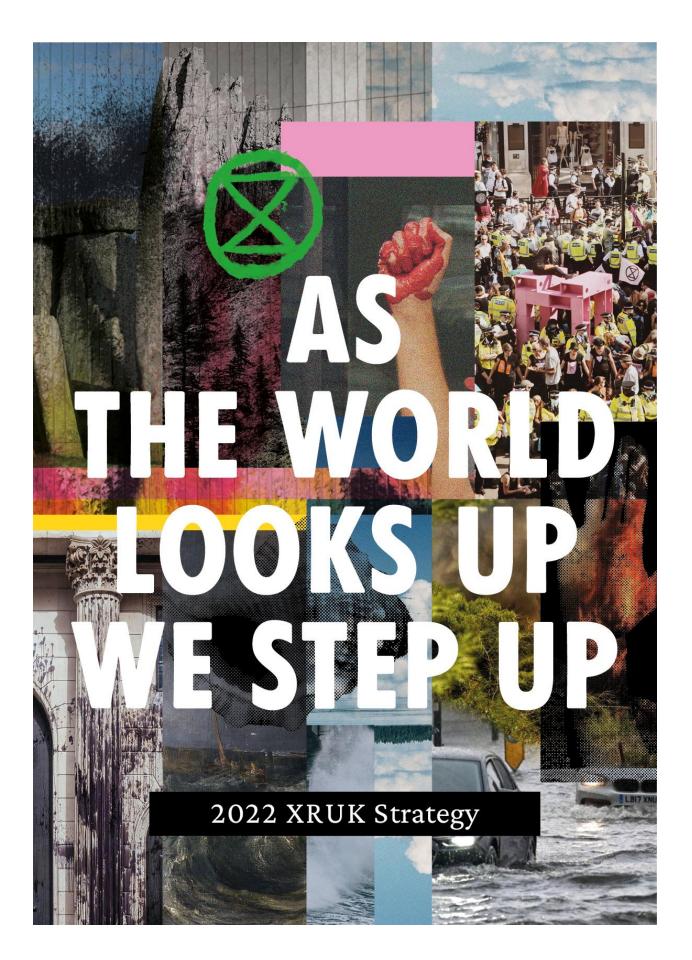
- and -

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants	D	efe	en	da	an	ts
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AM1

This is the exhibit marked "AM1" referred to in the First Witness Statement of Anthony Milne.



Extinction Rebellion UK Strategy 2022

If it was not obvious before, COP26 confirmed it. 1.5 degrees is dead. The Paris Agreement is dead. Those in power are neither willing nor capable of acting on the climate and ecological crisis. They lack the courage, conviction and creativity to do what is required. As the planet passes multiple tipping points, and our people sleepwalk into authoritarianism, what XR does this year affects everything.

We will not be bystanders. Our <u>Declaration of Rebellion</u> said: "We refuse to bequeath a dying planet to future generations."

This year Extinction Rebellion will reignite our original Theory of Change, mass mobilising towards 3.5% of the population. We will gather the movement together in Rebellion using focused and ambitiously creative civil resistance and material disruption. Our strategy identifies multiple strands of activity that must be coordinated. Extinction Rebellion has always been greater than the sum of its parts. This year those parts have a fundamental duty to collaborate, to act together.

Goals

- Grow the movement, mobilising a critical mass, aiming at 3.5% of the
 population in active support of mass civil resistance over a sustained period
 of time. Understanding the need for a spectrum of resistance, recognising
 the place XR holds in the movement landscape and ensuring we rise to the
 challenge.
- Support a minimum of 3000 Rebels risking arrest in the UK in April, and growing from there.

- 3. **Tell a new story about ourselves** and the reasons for our work. Paying particular attention to the relationship we have with the public; creating genuine conversation alongside our actions.
- 4. **Demand the end of fossil fuels.** Harm is being done NOW. Leveraging the advantages of a more specific and shorter horizon objective.
- 5. Support all rebels throughout the year including post-actions, facing courts and prison sentences.
- Building new routes to change: focussing on cultural influence and defections.

Contents

Story

- 1.1 THIS MOMENT CALLS US TO ACT
- **1.2. VISION**
- 1.3. OUR DEMANDS
- 1.4. AN IMMEDIATE DEMAND: END THE FOSSIL ECONOMY
- 1.5. A DEMAND OF OURSELVES
- 1.6. CULTURAL INFLUENCE

Growth

- 2.1. MOBILISING
- 2.2. ORGANISING LOCAL GROUP HEALTH
- 2.3. HAVE A MOBILISING CONVERSATION WITH THE PUBLIC
- 2.4. MOBILISING TECHNIQUES
- 2.5. SISTER MOVEMENTS
- 2.6. RELATIONSHIPS WITH EXTERNAL GROUPS
- 2.7. YOUTH AND STUDENTS
- 2.8. INTERNATIONALIST SOLIDARITY AND ANTI-RACISM
- 2.9. DEFECTIONS AND WHISTLEBLOWING

Action

- 3.1. LOCALISED MOBILISING ACTIONS
- 3.2. AFFINITY GROUPS
- 3.3. PARTICIPATION IN ACTION
- 3.4. THE POLITICAL CONTEXT
- 3.5. LEGAL STRATEGY
- 3.6. ACCOUNTABILITY
- 3.7. TACTICS
- 3.8. OPEN ORGANISING / SECURITY CULTURE
- 3.9. ACTION DESIGN TRAINING / BUDGETING
- 3.10. AUTONOMY WITHIN A STRATEGIC PLAN
- 3.11. MASS RESISTANCE PLAN: APRIL 2022
- 3.12. REGIONAL SUMMER UPRISING
- 3.13. XR DIARY FOR 2022 2023!

Strength

- 4.1. PRINCIPLES FOR BUILDING STRENGTH:
- 4.2. STRUCTURAL CHANGE
- 4.3. SUCCESSION
- 4.4. RESOLVING XR TENSIONS
- 4.5. BUILDING COMMUNITY RESILIENCE & RESISTANCE
- **4.6. STRATEGIC FINANCE**
- 4.7. MOTHERSHIP
- 4.8. SUPPORT STRUCTURES & REGENERATIVE CULTURES

Story

1.1 - THIS MOMENT CALLS US TO ACT

It's happening now, we are living in an age of loss. As the 1.5 degree target is deserted by the world's leaders, we are at a watershed moment for humanity.

An extinction event is unfolding, but it's not just the extinction of species and the natural systems that sustain life – it is also an extinction of values. The erosion of our shared sense of humanity and care for each other.

We know that it's not enough to simply protect yourself and what you have. Our humanity tells us we must care about everyone, and that apathy in the face of suffering is unacceptable. We are standing up for human rights.

We are living in an age of increasing <u>draconianism and racism</u> in response to the Climate and Ecological Emergency. In the UK we face an avalanche of new legislation, a relentless effort to erode the values we once thought universal. The revised Human Rights Bill, the Nationality and Borders Bill, the Police Crime Sentencing and Courts Bill, the reduction of Foreign Aid, the Covert Human Intelligence Bill, and much more. These are all attacks not only on civil rights and democracy, but on our common belief in decency and humanity.

We are also still living through a global pandemic, which can have unpredictable impacts on our work and has kept a lot of us apart and organising on screens for almost two years. We all want more human contact and we recommend that where safe we try to see each other face to face and rebuild the personal connections that make our movement so powerful.

The harshest loss of all? The loss of 1.5 degrees, and with it the Paris Agreement.

Our proposition is a challenge to step forward, to be active in holding ourselves and the whole of our social fabric accountable. XR was right to reject the greenwashing agenda that points to individual blame for high carbon emissions, but citizens do have a responsibility to act to guard our democracy by participating in civic and community life.

The conversation isn't where we thought it was. We think people get it now, but they don't. They simply don't see how big a threat climate and ecological breakdown is: the tipping points and cascade impacts. The risk is extreme and it is here now. And the majority hasn't seen how big a threat the avalanche of ugly legislation is. We must stay focussed on what is happening now.

We have experienced the overblown claims of COP26 and the stark reality of its complete failure to rise to the scale of the challenge. Greenwashing claims of 'technology will save us' trump stepping into our stewardship of the earth to protect our ecosystems. We see ever more dire cries of urgency from the scientific community, ignored under cover of political and fiscal excuses.

We must speak truth to power, but also to ourselves.

Our crisis of governance – of democracy – that has seen no meaningful reform or renovation in over a century arises from divide and rule, separation and a passive public. Of the pillars that constitute the foundation of an institutional framework, one is missing entirely: real democracy and people power. Reinstating that pillar would enable balance, the ultimate bulwark against concentration, against power easily grabbed and used opportunistically by vested interests.

What concentration of power means in practice:

- Media able to filter information through invisible agendas
- **Corporates and finance** able to incentivise government to redirect resources to them, and drive harm under protection of the state
- **Government able to facilitate harm** and drive through new laws to restrict equal access to power
- Public: XR is not interested in supporting concentration of power, not by
 markets, corporations or the state. We will only recognise a balance of power.
 And true balance means all people are empowered to participate and are
 represented equally.

We target the state because it is our duty as citizens, and no other body in society ultimately has power to change the laws and uphold them.

We are at a point in our struggle where ever-more sophisticated, funded and well-practised strategies are going to be deployed against us. We must be cognisant of that. But aware too that wider public support for action on the emergency is growing rapidly.

This is also a criminal matter. We are united with those everywhere who charge those in power with ecocide, crimes against humanity and crimes which will knowingly lead to mass death, displacement and destruction of people and property worldwide.

Now is the moment to step up, reinhabit the vacancy in the foundation of a healthy society. Enter into personal commitment to participate, reject the passivity of life under the cosy blanket of the silent majority.

Step up, participate. Refuse to be a bystander.

1.2. - VISION

We imagine a world that protects and prioritises all life. A world where regeneration, health and happiness are central to our cultures and communities.

We imagine a world where love, care, freedom and justice are truly centred. A world free from hate, division and discrimination.

We imagine a world where human rights meet Mother Earth rights.

We imagine a real democratic system that gives power to the people; listens to the collective wisdom of our society, ensuring individuals have agency over their own lives.

We imagine an economy for the benefit of the whole, not one that prioritises the corrupt and the rich.

We imagine a world with <u>Food & Land Sovereignty</u>, Clean Air, <u>Water & Oceans</u> and Clean Community Energy for all. We imagine the triumph of The Commons.

We imagine a world where together we embody the change we crave.

This strategy lays out the blueprint for how we will begin to achieve this vision as a movement over the course of 2022 and beyond.

1.3. - OUR DEMANDS

We have revised the demands, and recognise the many long discussions and passion around changes to XR's demands and previous process that we have gone through on UK and local levels. We recognise the importance of embedding justice in what we call for in our demands and how they are essential to sharing a vision of the future.

Our demands are rooted in love, care and a fundamental commitment to climate justice. The effects of the emergency are being felt now, and will continue to be disproportionately suffered by those who have done least to cause the crises. In the UK, we bear a particular responsibility to the Global Majority, and acknowledge and support the incredible work of the many organisations specialising in the specific issues related to justice.

TELL THE TRUTH

All institutions must communicate the danger we are in. We must be clear about the extreme cascading risks humanity now faces, the injustice this represents, its historic roots, and the urgent need for rapid political, social and economic change.

ACT NOW

Every part of society must act now to reduce greenhouse gas emissions to net zero by 2025 and begin protecting and repairing nature immediately. The whole of society must move into a new precautionary paradigm, where life is sacred and all are in service to ensuring its future.

BE THE CHANGE

We demand a culture of participation, fairness and transparency. The government must create and be led by a Citizens' Assembly on climate and ecological justice. Only the common sense of ordinary people will help us navigate the challenging decisions ahead.

1.4. - AN IMMEDIATE DEMAND:

END THE FOSSIL ECONOMY

In 2021 we launched an Immediate demand ('No new investment in fossil fuels') for our rebellion where we focused on the City of London.

That demand should now be expanded to:

NO NEW FOSSIL FUEL INVESTMENT NO NEW FOSSIL FUEL LICENCES END FOSSIL FUEL SUBSIDIES NOW **Investment**: Since the Paris Agreement, fossil fuel lending has increased every year and could surpass \$1trn by 2030. The financial sector, along with governments, is the key enabler of an economic model built on causing harm.

Licences: The government commits to end new concessions, licensing or leasing rounds for oil and gas production and exploration and to set a Paris-aligned date for ending oil and gas production and exploration on all territory over which they have jurisdiction.

Subsidies, the UK is one of the worst of the OECD-member nations, calculating that it gave on average £16 billion a year to support fossil fuels in 2017–19.

That's £43,835,616 per day – over £300 million a week – taken from our tax, and given to murderers.

Fossil fuel extraction in coal, oil and gas is an industry and wealth creation mechanism built on exploitation and on globalised racism. The harm is offshored from wealthy countries to poorer ones while the demand is driven by the wealthy.

The resources, gains and riches are extracted, funnelled out of poorer nations through British or multinational corporations and banks. The scale of natural destruction and devastation that is inflicted is such that it would never be tolerable to communities with more wealth and power. It is an arrangement of convenience for powerful states and corporations, enabling unimaginable suffering away from the view of British citizens. **And yet there is resistance**. Honouring the courage of majority world resistors should mean we all **act now to stop the harm**. Making oil and gas exploration and expansion non viable for investment by ratcheting up the financial risk is an achievable medium term objective for the climate movement.

It is also crucial to remember that those who seek to obstruct the attempts to legislate for net zero are well funded and creative. The Global Warming Policy

Foundation (UK's most notorious climate denying think tank) has had a rebrand and the new focus is all about the cost of net zero. Claiming that they are a consumer watchdog outfit, keeping an eye on the ordinary working persons household bills. We will have to continue to counter the subversive narratives that are designed and shared through the press. We can also anticipate the ratcheting up of a campaign for a <u>referendum on net zero</u> which may include Nigel Farage and the hard Brexiteers from the Tufton Street network.

1.5. - A DEMAND OF OURSELVES

We find ourselves in challenging times, a world where COP26 has failed us in all manner of the word. Times when earth protectors and activists on the front line, and around the world are being water cannoned, pepper sprayed, imprisoned, tortured, and murdered for defending life and land.

In this dark hour we look to each other to find courage, bravery and inspiration to step up, (remembering that we all risk arrest when in open rebellion with the UK Government). Sacrificing your time to help support all those that can risk their freedom, and to help mobilising and recruiting a broad church of rebels into disruptive action is essential work.

We set our mission on what is necessary, and mass resistance is the route to climate justice.

Our strategy calls for a mass movement. We make no apologies for the radicality of our theory of change.

We commit to be dedicated, make ourselves uncomfortable if needed, and to align with these intentions:

- The climate and ecological emergency is happening NOW and I will step up NOW
- I will actively participate in strengthening the health of our democracy
- I will not allow crisis to mean self protection I am committed to protection for all
- I will not allow myself to remain silent when whole communities are treated as acceptable collateral damage
- I will not allow myself to remain silent when all lives are not valued equally
- I will not free ride on resistors and activists for human rights to be secured

To help us win please **show your commitment** to this action strategy by:

 Making a commitment to TAKE DISRUPTIVE ACTION, risking arrest at 'the April Rebellion'
 and/or

2. **Making a commitment to SUPPORT rebels taking action** during 'the April Rebellion' before, during and after actions

In order to **grow the movement** in a big way over 2022, we must also set our intentions on our mobilisation strategy!

Making a commitment to RECRUIT five new rebels or more to come to a
 HfE talk in the run-up to Rebellions.

and/or

2. **Making a commitment to HOST or ORGANISE** three Heading for Extinction (HfE) talks in the run-up to Rebellions.

and/or

3. **Making a commitment to MOBILISE** three new rebels or more to come to 'the April Rebellion'!

1.6. - CULTURAL INFLUENCE

Around the UK, there are individuals who are treated as pillars of communities large and small. The time has come for the influential to make commitments that see them standing with resistors.

Faith leaders, NGOs, councillors: genuine leadership is absent throughout society. We will not continue to accept a society that has no leadership.

This year we will challenge individuals: across the spectrum, all demographics, all politics, all spheres of influence. Prioritising individuals known for their social or professional skills and contributions, not their ideology or partisanship. Wider is better, a mixed bag is best.

Showing moral leadership and example-setting while opening a new public conversation: the need to de-legitimise the creeping normalisation of a lack of care.

Growth

XR was born of a brilliant combination of **BIG** organising and **MASS** participation, nonviolent civil disobedience. We have created the largest movement of civil disobedience in the UK since the Suffragettes, and yet, we have not realised our original aim - to mobilise 3.5% of the UK population into active participation in

rebellion. The original blueprint created a momentum building style of mobilisation. With self replicating systems and groups which can quickly expand and support each other to take action without the need for sticky consensus processes.

We are at an opportunistic point in movement growth. Of course, we are at risk of decline, co-option, becoming moderate or infighting. But we can choose to not follow those paths.

Our learning and reflection is crucial now to how we move forward. Reminding ourselves of why we are here, our principles and the bigger picture. (More on this in the Strength section!)

We have gone back to some first principles for this strategy, thinking about what we got right at the start (some of which may have been lost along the way), and also what needs to change. We know that people are much more likely to join XR in line with a sense of identity, alignment with those they know or can see taking action. A mass movement needs to show that there are a lot of different types of people working together.

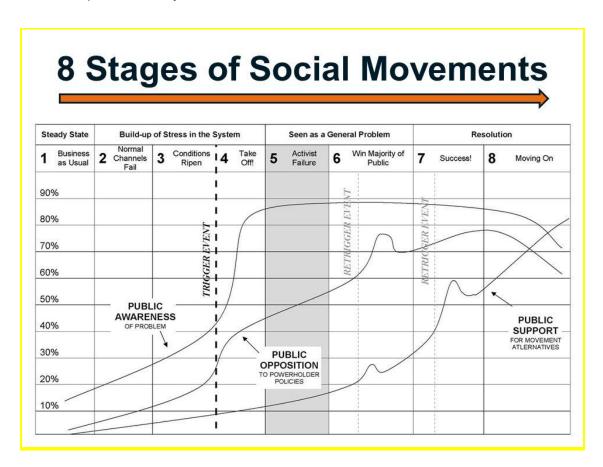
Diversity, openness and ease of participation are key.

2.1. - MOBILISING

We need a clear and simple plan on how to mobilise, and we know that personal connections matter a lot for this. A distributed model is best suited to this style of work which is why we have a team currently running trials for **Project 3.5**, supported by advice from the Bernie Sanders' team and other experts in BIG Organising methodologies.

The big organising concept suggests that a **streamlined national working space that can give a clear and coherent plan to a network to use for mobilising will succeed.** We retain a wider network that remains autonomous (and can report back to a core mobilising team on the results). This facilitates dynamic and experienced teams creating assets and plans to help everyone get on with the job of building the movement.

Also: we need our **experienced activists to become mentors for the new rebels** who will join us this year.



Bill Moyer's Movement Action Plan

XR is at a crucial point in our development. <u>Bill Moyer's 1980s research</u> is worth looking at. We are at that strange place in the diagram above where "Activist Failure" sits next to "Win Majority of Public" – both a precursor to "Success!".

3.5 is totally achievable.

2.2. - ORGANISING - LOCAL GROUP HEALTH

After three and a half years of movement building and a global pandemic we need to strengthen and nurture our networks. Local Group structure needs revitalising, empowering local coordinators to set up new local groups as they expand. Simple actions need to happen on a regular basis locally to keep people engaged. Weekly local group meetings need to welcome people, feed them, love them and train them up towards mass rebellion!

We must be aware that there is a **difference between mobilising and recruiting**: Mobilise people to take action first, recruit into a role once they've got the jist of what we do! We have made mistakes of throwing people into significant roles and watching them drown in our complex structure. Whilst we welcome everyone and we are a volunteer organisation, making sure new recruits find the best role that suits their skills is essential to our functionality and rebels' wellbeing.

As part of XR's focus on growing the movement this year, we are **re-launching the Local Group Development circle** to provide support and connection to our
amazing local groups. These groups are fundamental to our success in mobilising –
rebels join XR because of the climate and ecological crisis, but they stay because of
the community and connection they find. Local groups are XR's beating heart,
where rebels learn the skills needed to design and take part in NVDA, plan more
outreach to continue our growth, and begin building the world we want to live in.

Through the Local Group Development circle we want to create a "one-stop-shop" where local groups can find the resources they need to set up, grow and flourish. We will make clear guides available on how to do things, and we'll ensure they are all available in an easy-to-find place. We also want to provide advice and guidance through an email "hotline" where you can ask questions and learn where to find

training, advice, resources and support. As part of this we'll be offering Local Group Coordinator Training to help coordinators develop the skills needed to provide regenerative, "power with" leadership in local groups.

Email us at localgroupsupport@protonmail.com

Follow Through: Resources already available on Rebel Toolkit: <u>How to start a local group</u>

Recommendation: For Communities to work with the Hive to organise Local Group Coordinator drop in Zoom sessions to share learnings and offer ideas and support to each other. Inviting UK coordinators to empower and inspire local group coordinators.

2.3. - HAVE A MOBILISING CONVERSATION WITH THE PUBLIC

We need to be telling a story that **aligns us** with unity and strength across the UK movement, making the urgency of the crisis tangible for people

Follow Through: Coming soon: resources around how to talk about the CEE as a rebel - we all have our own way of telling the story. We will cover key points around mobilising conversations whether you have these down the pub, door-knocking, flyering, or with your own friends and family.

2.4. - MOBILISING TECHNIQUES

There are <u>lots of ways of mobilising</u> that you can do with your local group or community group: traditional speeches, door knocking, flyposting, stalls, leafleting, and we can get creative: flash mobs, picnics, concerts, whatever it takes!

Mass leafleting Mass flyposting <u>Door-knocking</u> <u>Rebel Ringing</u>
Talks House Meetings Stalls Parties!

Project 3.5: Door-knocking pilot: This project is offering to work with local groups to run door-knocking campaigns and will be iterative, developing tactics to mobilise 3.5% of the UK population based on what works as we go along!

Follow Through: Sign your Local Group up to Project 3.5!

Mobilising our existing database: This year we will grow our lists and make more personal contact through rebel ringing. We need to give all rebels the opportunity to mobilise around their lives, and create some diverse pathways for participation that aren't just into NVDA.

Follow Through: Sign up for Rebel Ringing!

Talks: The single most effective thing you could do to grow the movement is by hosting 'Heading for Extinction' Talks. This is the first step for potential new rebels to go to and really understand the gravity of the emergency and our theory of change. If hosting a talk in your home or locally and inviting the community via your local Mutual aid chat, recruit new rebels from it, with over 4000 groups alone in the UK – what are you waiting for!

Follow Through: Sign up to train to give the Heading for Extinction Talk

Recommendation: Strategy Team to work with Communities, the Gardeners and the Hive to develop outreach packs and scalable plans for the above tactics, developing a team of Super Trainers who will tour the country delivering Heading

for Extinction, DNA and NVDA Workshops and training up new trainers across the UK. Working to improve and keep freshly up to date the <u>Rebel Academy</u> and <u>Rebel Toolkit</u>.

2.5. - SISTER MOVEMENTS

We're inviting all sister groups from our network to collaborate towards a mass civil resistance campaign in April to end fossil fuels.

Sister Movements, such as, <u>Animal Rebellion</u>, <u>HS2 Rebellion</u> and <u>Money Rebellion</u>, are aligned with our demands and values, but have been created to focus upon particular aspects of the Climate and Ecological Emergency. Sister Movement strategy is about the growth of activism around the emergency. We honour our Sister Movements, in their courage, resilience and creativity.

Follow Through: If you're part of a sister movement and want to collaborate on the resistance campaign in April, contact <u>relationshipsxruk@protonmail.com</u>

2.6. - RELATIONSHIPS WITH EXTERNAL GROUPS

We must remember we are not the entire environmental movement. We play a specific role in the wider ecosystem, mobilising thousands of people to take part in nonviolent civil disobedience targeting the government. We need a broad range of organisations working on climate, as no one entity can cover everything essential to accelerate the economic, political and social change we need. Similarly we need to build on the relationships we have developed with organisations whose primary focus is outside the climate space – our collaboration as part of the Kill The Bill movement has shown how we can be greater than the

sum of our parts. This work continues in 2022. If you're an existing group or an individual who wants to start a group tackling the climate crisis in a way that is strategically or tactically different to XR, we would love to join forces. We want to make sure XR is connected to the many amazing organisations working to end fossil fuels (yep, even NGOs and Just Stop Oil), ensuring the climate movement is as aligned, strong and healthy as it can be.

Follow Through:

- We'll be allocating funding to work on crucial relationship-building, especially the work to engage **notables and community leaders** that can help us mobilise millions! If you feel like you have the connections and skills to do this and want to support the UK Relationships Team - email relationshipsxruk@protonmail.com
- If you're an external group working to end fossil fuels in the UK, please get in touch on how we can collaborate better.

2.7. - YOUTH AND STUDENTS

In the last year we have seen the development of the <u>Affinity Youth Network</u> which is a new umbrella coordination group founded by <u>XR Youth Solidarity</u>, <u>Radical Restart</u>, and <u>Global Majority Vs</u> focusing on youth climate action based on solidarity and justice. They are engaging and growing relationships with <u>XR Youth Support</u> and <u>XR Universities</u>. XR UK supports the growth of this youth network with funds and resources and connects with a link role in UK Operations, Relationships and the Integrated Budget Group. The Affinity Youth Network are currently working on a youth strategy harmonisation process.

Follow Through: If you'd like to find out more or are a young person and want to get involved, reach out:

@xryouthsolidarity // main campaign: www.wtfwwf.org

@globalmajorityvs // www.globalmajority.earth
@radicalrestart // radicalrestart.org

A message from XR Universities UK: "Throughout recent history, university students have been at the forefront of social change movements, being a radical demographic, pushing boundaries and demanding the level of change we know to be necessary for justice. XR Universities are taking a stance against those responsible for climate breakdown and the racist, classist genocide this entails. We are rising in nonviolent civil disobedience, proven by history to be what works and driven by our love for all life and rage at its destruction. We are not just demanding change, we are making it and we need you as a student, lecturer or other university staff to take on your responsibility at this time and join the rebellion for life while there is still time to save it and create the better world we all deserve!"

Follow Through: Are you a student, or university staff? Please contact XR Universities to get involved, especially if you are coordinating a uni group or want to set one up. Lots of resources and support available and we can guarantee there are lots of like-minded students at your uni. This is a time for bravery and courage! You are exactly who you have been waiting for! Insta/Facebook/Email Come to XR Universities Refreshers Event: Virtual and In-Person! Please keep an eye on social media for more info.

XR Youth UK Local Groups continue to create youth leadership in their cities. Youth groups in Bristol, Cambridge, Brighton, Sheffield and the Midlands are all active, with many more as well. If you're interested in joining or growing your youth local group, <u>reach out on Instagram</u>.

2.8. - INTERNATIONALIST SOLIDARITY AND ANTI-RACISM

We recognise that being in XR as a rebel of colour, a minority demographic or a non-UK resident takes greater courage. We thank you for staying with us and know we have to stand together better. As the UK Government becomes increasingly oppressive and we sleep-walk into authoritarianism, we recognise a need to strengthen our bonds across communities more than ever. For those living in the UK from diaspora communities, in contact with families and friends on the frontline in the Global South, thanks for your commitment, we see you and we love you.

We are proud of our continued relationship with XR's Internationalist Solidarity Network (ISN) that works with communities of resistance across the globe to build solidarity and share knowledge and support in a two-way relationship. We appreciate the communication we receive via ISN to help us understand, here in the UK, just how present the crisis is across the globe and that the harm is being done NOW. We are part of a global rebellion.

We recognise that there are communities in active resistance in many different ways across the globe, including shutting down ecocidal projects and building planet repairs. We hold our UK Government to account for its role in destruction and exploitation globally and will not be bystanders. People in the UK are conditioned and dragged into being accomplices in ecocide, because it is done in your name, with your taxes - so stand up, say you won't allow it, get active!

Recommendation: For all rebels planning actions: Commit to making sure the message of your action is internationalist: recognising the harm is being done NOW. Keep an eye on facebook events for when the next Oppressions workshop is being held.

2.9. - DEFECTIONS AND WHISTLEBLOWING

Defections of people in power are a well researched factor in many successful nonviolent resistance campaigns. A great example of this is when 2 thousand <u>US</u>

<u>Military Veterans</u> joined the campaign at Standing Rock with Sioux Native American Indian people to protest the Dakota Access Pipeline from being built, supporting the protection of indigenous land.

Doctors and nurses have a professional duty, the Hippocratic Oath says that they will protect life. We have a number of former city workers, media professionals and service people in our movement (among others). But we need to get more people to consider siding with the resistance. We must ensure that wherever relationships are held with especially visible leaders in communities that the request to openly support our work is made to them and we should be unafraid to persist! Many of them do want to be on the right side of history but some just haven't realised yet!

TRUTH TELLER: We are looking for whistleblowers to hold climate-damaging companies to account. If you work, or used to work, for a company that is committing, or covering up, harm to the planet, species and people. If your employer is saying the right thing in public, but failing the Earth in private. If you have insider knowledge of plans that will damage our common future. Then please let us know confidentially through the secure anonymous whistleblowing platform Truth Teller and we will find the safest way to get the truth into the public domain.

We'd especially love to hear from people working in:

- Fossil fuel intensive industries;
 - Energy, Transport/Aviation, Construction, Heating, Weapons,
 Agriculture, Fishing and Manufacturing.
- Fossil fuel industry investors/facilitators;
 - Finance/Investment Banking/Insurance
 - Law Firms
 - Media & Advertising

Action

It's time to get serious about our actions. Research has shown us that one of the barriers to trust in XR is a widespread mistrust of our motivation. We should avoid any activity that deepens the belief that we are not motivated by stopping harm: actions that are simply symbolic and not also disruptive do not always translate via the media filter, they can often give the impression we are doing this for our own enjoyment. This includes dancing actions and yoga: it is always best when we can be creative and disruptive.

Audacity and novelty in action design will be far more impactful in achieving objectives like mobilisation, and influencing without incurring this risk. We need to communicate the immediate risks of the CEE and the ways in which it will affect our lives right here in the UK, but we need to be careful not to make 'visionary' be unachievable 'utopian', our actions need to have relevance with lived experience.

3.1. - LOCALISED MOBILISING ACTIONS

Local group actions are an essential part of every rebel's journey and a good way to retain and grow your group's membership. That's why there needs to be regular actions happening! This strategy invites local mobilisation actions from January - March, in the run-up to Mass Resistance in April and May - August in the run-up to September's Mass resistance and thereafter.

These can be focused around the immediate demand and any local related issues, encouraging autonomy and decentralisation, XRUK Action Circle & Action Design

Space are working on aligned action plans that will help them hang together as a nationally coordinated effort.

The single most important point for local groups is to make actions relatable to where people are at in the HERE and NOW! Does your area suffer from flooding? Does your city have illegal levels of air pollution? The next time nature does it's thing, be ready with a related action to go for when that happens to build really clear links between climate change disrupting people's lives now. Consider storytelling via video before the action. Why do you intend to do the action as a way of growing an emotional relationship with the public, then share on socials on the day of the action.

What makes or breaks a good action is the message and how it's received, speaking in simple language for all to understand and avoiding using language that can be alienating.

Recommendation: We ask UK Media & Messaging Team to enhance the network of regional M&M coordinators, increasing skills across the UK to document and share actions with local press and social media, as well as aligning our message across the UK more effectively. Training to be available for local groups to have skilled-up media and messaging teams e.g. live streaming and press release writers working closely with design teams from conception stage.

Action Circle UK will be developing new action design ideas and related toolkits for all those that wish to use them. Coming soon!

Local Coup D'etat Action

On May 1st, 2019 the UK parliament declared a Climate and Ecological Emergency along with hundreds of councils around the country, indeed over 1,900 local governments in 34 countries. Three years on and our leaders still don't have a plan and are perpetuating mass crimes against humanity, which shows us that their words were sadly all lies. This year we must hold them all to account for lying to the

public on their commitments, for not acting fast enough or proportionally to the crisis. We the people need to take back our power – our DEMOCRACY. This starts by targeting your local council. It's also election time for some regions on May 5th, so it's a perfect time to target councils. **Find out how here.**

Paint the Symbol!

Flyposting and stickering is a popular (lower risk) action. In the month leading up to Mass Resistance periods we will be inviting rebels to get even more creative on the streets with Paint The Symbol! We want to see the XR symbol EVERYWHERE. Flyposting, spray painting, stencelling, subtervising, murals, graffiti and more. We're talking XR symbol takeover. Here's some inspiration to get you started.

3.2. - AFFINITY GROUPS

What happened to Affinity Groups!? Affinity groups are a practical structural tool for organising our mass rebellions and supporting each other. We learned about them from successful actions planning of the past, they are a tried and tested organisational design that creates a resilient network of groups ready to organise effectively on the ground. They are especially useful in changing circumstances where we may be unsure of the likely Police reaction/presence.

With a rebooted Affinity group Support Network, XR UK can better support rebels' journey from recruitment to action, from arrest, to post arrest, from stepping into higher risk actions, to self repping in court and facing legal consequences.

Seeing a high-risk action through all the way to court, considering how an AG is formed and who will be speaking on the dock with you - how about a scientist, a doctor, a mother? Especially in the coming Mass Resistance in April, we need everyone to help rebuild the XR UK Affinity Group network, upskilling and building confidence for rebels to take simple action.

Recommendation: Local Groups: Prioritise the forming of affinity groups in the action planning stage, rather than leaving this til the last minute: allowing friendship bonds to form!

Action Circle: Designing the next rebellion with multiple levels of risk for inclusivity and building confidence on rebels' journey as an activist.

Follow Through: Find out more about what an Affinity group and how to set one up here

3.3. - PARTICIPATION IN ACTION

Whilst our actions to date have had a significant impact, we are moving into changing times and we know that the embodiment of resistance is what true climate justice really means in action.

Earth protectors and activists on the front line of climate impacts around the world are being water cannoned, pepper sprayed, imprisoned, tortured, and murdered for defending life and land. In fact, cases hit an all time high in 2020. Therefore it's our responsibility to examine our privileges here in the UK and fully commit to this urgent work.

Behind each arrestee we need a huge network of supportive rebels doing all kinds of work from food to back office, police station support, legal teams, regen and more. There are very good reasons why some rebels may not intentionally risk arrest. They may be from a marginalised group that faces greater police repression, or they may have immigration risks, health challenges, care responsibilities, or other things that make arrest the wrong choice for them right now. If you are one of these rebels, we want you to know that you're very much loved and needed in the movement,

whilst acknowledging that we all risk some possibility of arrest when in open rebellion with the UK Government.

3.4. - THE POLITICAL CONTEXT

The suite of legislation the UK government is putting through right now, including the PCSC bill seeks to put an end to effective protests. Guess what, this ain't the first time they have done this to us. Last time they used the <u>Public Order Act 1986</u> which "provides the police with powers to place restrictions on protests and, in some cases, prohibit those which threaten to cause serious disruption to public order."

Are we going to let them intimidate us and win? No! But we must prepare for the state to continue to push our limits and expect further overreach.

3.5. - LEGAL STRATEGY

Extinction Rebellion challenges the courts and the legal system. We have a new UK Legal Strategy Team working to continue escalating <u>this work</u>. It should be noted that every thing we do, and every action we take has a risk.

The following applies to England and Wales. Please seek additional advice in Scotland.

Know Your Rights! For more detailed legal guidance please visit: Informed Dissent: Arrest, prosecution and on occasion prison sentences are consequences of civil disobedience. We will provide the information and support that rebels need before deciding to risk arrest and criminal conviction. We will also prepare and support those working in the circles who are at risk of preemptive police actions or conspiracy charges. The advice we give rebels being prosecuted through both the

Magistrates and Crown Courts will include moral, emotional and movement considerations as well as strictly legal ones.

Magistrates Court Trials: Every rebel facing prosecution in the Magistrates Courts will be given the support and information they need to decide whether to plead guilty or to plead not guilty and go to trial. For those who feel able to, there are strategic advantages in choosing the not guilty route: it reinforces the moral position that rebels are acting in the public interest; it advances the legal one that rebels were exercising their rights to protest when they were arrested and that their actions were proportionate and therefore lawful; it creates practical disruption by adding to the court's caseload; and it creates emotional disruption through connections with the judges. We will develop a comprehensive, accessible guide to direct rebels to sources of legal, practical, financial and emotional information and support to help them through the process. We will continue to collect, build and publish an archive of rebels' court stories and statements.

Crown Court Trials: Our success so far with juries supports the continuation of the strategy to design actions in order to reach the crown courts. Jury acquittals support our third demand for deliberative democracy and the empowerment of ordinary, informed citizens. Lessons from past crown court cases will be used to inform both the design of future actions and the strategic approach to upcoming jury trials. Trials scheduled for 2022 include those for actions that targeted the Department of Transport, the Treasury, the Home Office, the Brazilian Embassy, HSBC, Barclays, and Morgan Stanley. We will develop complementary actions, press and support strategies around these trials (with consent), which we will share with the movement once dates are confirmed.

Those being prosecuted through the Crown Courts, will have access to financial (limited), emotional, legal, practical and strategic support, including access to a network of former Crown Court defendants.

High Court: We will identify cases that we can appeal in the higher courts in order to set new precedents in protest laws that shift the balance in our favour (as the Ziegler judgement has done). We will also look for opportunities for Judicial Review where laws are being incorrectly implemented on the ground.

Disobey in the Dock: Contempt of court actions have a place in our Magistrates Court strategy, in the form of livestreams, glue ons and other creative actions. Disobey could also be a refusal to engage at all with the process by ignoring charge notices, failing to appear in court, and refusing to pay court costs or fines. Disobey actions extend the non-cooperation strategy used on the streets (e.g. going floppy); they escalate disruption in the courts; and they provide preparation in the way of short prison sentences for those considering more high-risk actions. We will create a team to provide rebels with action design, messaging, practical and prison support.

Our support for contempt of court will not include contempt in the crown courts, as this would undermine our primary strategy of communicating directly to ordinary people, in support of the third demand.

Raids: No building or vehicle associated with XR or action is considered 'safe' from raids or arrest by association as we are in open rebellion with the UK government. That's why we encourage every rebel to do Know Your Rights training when they join us. Further training and communication on raids will be developed, so that everyone is fully briefed on the risks related to everything we do.

The government's new policing bill, currently going through Parliament, is likely to strengthen existing laws, introduce a number of new offences, and increase sentences for those convicted. This strategy will need to respond to those changes once the bill is finalised and brought into law.

Follow Through: Find here Legal Resources including: Legal briefing / Bustcards / Stop and search cards / Raids leaflet / How to witness arrest / Security and phones info.

Remember the 5 key messages when facing arrest: No comment! No personal details! Under what power? No duty solicitor. No caution.

3.6. - ACCOUNTABILITY

Extinction Rebellion is completely nonviolent, all XR actions are done in full public view and we take responsibility for them. Being accountable for our actions is a strategic decision XR made at the very start, it is Principle number 4 and part of our Action Agreement. Read the rationale here.

As the climate and ecological crises escalate in 2022, and we face increased state repression, we ask that all rebels continue to take responsibility. Much of our power in nonviolence comes from our openness, that we show respect, and are honest. See here for an exploration of property damage as a concept from our embedding nonviolence team.

Accountable action really pisses on the establishment's chips and inspires people worldwide!

We remain in solidarity with movements who take covert action to protect themselves and nature, for example by disabling a fracking rig or putting a detention centre out of action. We ask all rebels considering disabling actions under the XR banner to do so accountably, in full view to the public and media. XRUK can still be in solidarity with groups that use different tactics whilst upholding our foundational, long standing agreements which thousands of rebels have committed to.

Follow Through: "Advantages of Accountability for nonviolent direct action" by Embedding Nonviolence Circle.

3.7. - TACTICS

Nonviolent Direct Action (NVDA) is the main bread and butter tactic we use to bring about system change. We are often using the terms non violent civil disobedience, or nonviolent civil resistance. Nonviolent <u>Civil Resistance</u> is a form of peaceful conflict or confrontation, often associated with the advancement of democracy. It means proactively challenging the government's harmful behaviour, using a variety of tactics, to create the best chance of getting rapid political and social change. It means intentionally breaking the law as an act of protest.

Rebels will urge juries and judges to uphold the citizen's rights to prevent government wrongdoing by acquitting resisters. Civil resistance upholds the principle that citizens have responsibilities to their societies/democracy, and to resist government crimes or aggression. We act out of necessity to prevent a much more serious crime. Civil disobedience can lead to prison sentences. Rebels don't resist arrest or sentencing, and, as a result, the legal consequences become part of the protest.

3.8. - OPEN ORGANISING / SECURITY CULTURE

Open organising mass actions is understood as one of the key reasons for why XR was so successful in growing exponentially in 2019. Our transparency is the greatest tool we have against counter-insurgency.

Because it created:

- Mass participation
- Decentralised but working on the same big plan
- "We are all crew" culture
- Everyone knew the plan
- Accountability
- Welcoming, not exclusive, aiming to be as accessible as possible.
- Creates dilemma for state
- Builds interest in press
- Less paranoia without a secrecy culture.

However, the state quickly learnt what to expect from us and it became much harder to hold space in 2021. That doesn't mean we should stop open organising, but it does mean we need to evolve our tactics, be more agile and take basic steps to minimise pre-action arrests.

Basics Action Planning: Action Circle recommend you use;

- XR cloud or Cryptpad, NOT google docs/forms
- Remove google from android devices.
- Use Signal for chat/calls if not on mattermost.
- Email accounts with riseup
- Zoom (but not the chat), Jitsi or Big Blue Button on Mattermost
- Travelling to a reccie: use cash, don't use bank cards, turn off gps
- Buy everything in cash as much as possible
- Keep electronics, notepads, phones somewhere secure before and during an action.

Basics During Actions

- Use a Burner Phone
- Leave ID at home
- Don't take anything on an action you can't afford to lose

3.9. - ACTION DESIGN TRAINING / BUDGETING

In 2022 Action Circle will be developing training and space for peer2peer skill sharing around actions, design, planning and implementing. Stay tuned for more info, and get in touch with your regional or national action circle to find out more!

Action Circle will make sure that action designers and related trainings consider accessibility/inclusivity needs to further make actions as accessible where possible and will continue to work closely with the Disabled Rebel Network on this. Action Circle will continue to collaborate with the Digital Rebellion team to make sure that there is an aligned offering of actions both in person and remotely for all. All action planners are encouraged to do the same.

Criteria for local and regional actions:

- Economic disruption (could be via engaging state resources such as the police)
- Engages public / creates space for public to join in: attractive
- Building alliances:
- positive vision: opens space for other groups to showcase approaches to transformative behaviour change & solutions
- Strengthens the movement; networks, upskills, has a variety of levels of participation designed in.
- inspires creativity, autonomy and confidence of LGs and AGs within it.

3.10. - AUTONOMY WITHIN A STRATEGIC PLAN

We need a radically simple action plan during rebellion periods. One that is clear, has a coherent message, creates space for everyone to take direct action together and one that creates a rebel pathway.

Over the last year or two the movement has contracted and during mass rebellions, we have tried to do more and more actions with fewer people to accommodate everyone's wishes. The media can't follow loads of different messages/actions which means the public & government definitely can't either, and it's not easy for new rebels to join in so not easy for us to grow.

But isn't this a bit too centralised or breaking Principles & Values? Nope. Every group is empowered to take action any day of the week in their local area and beyond, and should continue to. **This is simply an open invite to take collective action in mass resistance together**, to have the greatest possible chance of us winning our demands. It's also a kind request not to plan autonomous/divergent actions during mass resistance periods.

Teams are working hard to design the details for April and to ensure that they are easy to work with, leave space for rebels to input on but offer enough definition and clarity that we can get the movement all singing in harmony.

3.11. - MASS RESISTANCE PLAN: APRIL 2022

10am, Saturday 9th April 2022, Hyde Park, London

Every rebel is **invited** to take part in mass resistance together in **London on April 9th onwards.**

Rebels are invited to participate in a very simple action plan with varying risk levels. This would mean no more scattergun actions but to **come together in unity with a**

single message, demand and a flexible action design. The moments of mass participation will be designed to be simple to join, openly organised, and with the ability to continue for weeks at a time. The model will be developed by a small experienced team and organised/implemented using a distributed model, like all of XR's most iconic and impactful actions.

TARGET:

WHO? UK Government, & related polluters investing in global extinction of all life.

WHAT?

- **Grow the movement** exponentially
- Get our **immediate demand** met
- Help **rebels take the next step** on their journey of resistance.
- Create **proportional disruption** to the crisis and response required,
- Move the **overton window, on the immediacy of the CEE** and the direct impacts on everyone's life and personal health in the HERE and NOW.
- Overwhelm the state/police through mass resistance and attrition tactics.

<u>Please commit to taking disruptive action or supporting those that are during April here</u>. More info coming very soon!

3.12. - REGIONAL SUMMER UPRISING

When: Late July 2022

What: Decentralised UK-wide aligned disruptive actions, trainings and workshops.

Why: Get our IMMEDIATE DEMAND met

Aim: Material/functional disruption and mobilisation.

3.13. - XR DIARY FOR 2022 - 2023!

KEY: Planning/Mobilising Action Social

Late Jan - Mid Feb Strategy Tour/Movement Gatherings - UK

Jan - March: Local Group/Affinity Group Actions - Autonomous

Planning, Training & Mobilisation

March: Paint the Symbol! UK Campaign - Decentralised

Mar 27th Earth Ball - London

April: Mass Resistance - London

May: Celebration, Rest, Onboarding/Training, & Strategy update

May - July: Local Group/Affinity Group Actions - Autonomous

June - July: Planning, Training & Mobilisation

Late July: Regional/National Summer Uprisings Nation-wide -

Decentralised

Onboarding

August: Local Group/Affinity Group Actions - Autonomous

August - Sept: Planning, Training & Mobilisation

August: Paint the Streets UK Campaign - Decentralised

Sept: Mass Resistance

Nov: Celebration, Rest, Onboarding/Training, & Strategy update

Nov - March 2023: Local Group/Affinity Group Actions - Autonomous

Dec - March 2023: Planning, Training & Mobilization

March: Paint the Streets UK Campaign - Decentralised

April: Mass Resistance

May: Celebration, Rest, Onboarding/Training, & Strategy update

Strength

4.1. PRINCIPLES FOR BUILDING STRENGTH INSIDE OUR MOVEMENT

Honesty and Accountability: We want our Government and institutions to be accountable. We need to hold this principle inside XR too, we remain accountable to each other.

Agility and Efficiency: Our structure has been resilient over the last few years but it has also been bogged down with process. We need to be able to move faster in a changing operational environment. This means prioritisation of work and remembering our SOS seeks not to be consensus focussed but consent focussed.

Clarity: we must prioritise improving communication channels.

Respect: We know each other now, tensions have built between individuals and teams. We need to reconnect and move ahead with kindness and respect. We can only do this work well if we stick together and have each other's backs. This does not require us to agree on everything all the time!

Unity: We are a broad movement and commit to alignment in our key messages and tactics, recognising the need to balance strategic planning with autonomy.

A note on XR meeting culture - XR was set up with a specific approach to meetings and the way we treat one another in our work. This strives to be a culture where everyone is heard, check-ins break the ice and help us to build trust together. Our regenerative cultures meeting statement is here.

Follow Through: There are support systems available in our structure: TESN, Rebel Listeners (link) etc. New Regen mandate proposal.

4.2. - STRUCTURAL CHANGE

XR UK needs some streamlining in its structure, as per the advice from <u>Systems</u> <u>Realignment</u> Project. Our Self-Organising System (SOS) allowed for fast growth but has led to a complex structure lacking in clarity over who's doing what in some areas. There are difficulties balancing our principles with our hybrid model of <u>sociocracy</u> and <u>holacracy</u>. There have also been updates to the <u>XRUK Constitution</u>.

Movements need leadership! This does not mean individuals hoarding power or dictating to others what to do, but it does mean sub-group or parent circles working to a set of priorities that achieve alignment in our purpose. This will prove to be more regenerative as rebels will feel empowered they are doing useful work and we

are achieving more as a whole. We all know that there are rebels who want to organise more autonomously, but we also know there are many who want guidance or plans they can plug into because they can't work on rebellion all the time. This strategy seeks to provide a framework that offers an aligned way of mobilising and then taking collective action.

To grow in our strength as a movement we need to feel empowered that we are working towards aligned goals and able to move in an agile way and make decisions fast. This strategy recommends we streamline our core teams in XR UK, combining those that have similar mandates but are working at low capacity and often have a crossover of membership. Empowering teams to prioritise and focus.

Our Self-Organising System that is used constitutionally by XR UK teams has within it a hierarchy of purpose. This can appear to clash with our principle of autonomy, which in turn is confused with the concept of decentralisation. We must be aligned in our core purpose or decentralisation becomes a complete mess of hundreds of different messages and no alignment, therefore less power as a whole movement. It also puts more pressure on the national working groups as they try to support masses of decentralised actions, then clashing with our principle of regenerative culture and making it hard to create a culture of accountability.

Recommendation: The strategy team, following this, will work with the Hive, Operations and a 'Tour Team' to make sure that we succeed in Momentum-Driven organising. We will encourage a distributed authority model, as our SOS is intended to create at the UK-level. Local and Regional Groups have autonomy and can opt in to following a coherent UK-wide plan.

4.3. - SUCCESSION

Many key coordinators in XRUK teams are facing the real possibility of prison this year and we are all at some risk of burnout in our stressful work. We will make sure to hand over the depth of knowledge gathered over time and empower distributed leadership. The complexity of our structure can make it difficult to step into roles, putting more continuous pressure on current coordinators who end up holding too much.

Throughout our networks 2022 is the year that those of us who have been here for some time become mentors. To achieve the growth we need we need to build good relationships and share the responsibilities as much as possible. Rather than delegation in an SOS system we seek to distribute responsibility. This may mean we need to look carefully at how we support each other to do that, it's not always easy to hand over work which you feel responsible for, and it can be difficult to onboard new folks at the same time as keeping up with your workload. Contact the SOS team if you want help and support to think about how you are coordinating teams.

Follow Through: Explore the new Hub!

Recommendation: For key coordinators in teams in XR UK to become mentors to rebels willing to step up more into key roles.

4.4. - RESOLVING XR TENSIONS

It has come to the strategy team's attention that rebels are not clear on what to do when they feel unheard; an issue raised was not resolved; when they identify a structural problem or when a coordinator or circle is breaking the <u>XR Constitution</u>. (XR UK teams are bound by the constitution, it does not apply to all regional or local groups.)

When these issues are miscommunicated as with any form of public naming and shaming of an individual or circle, and without taking accountability it can result in

unnecessary harm, upset and division to the movement, it also breaks our core Principles & Values!

Let's start by putting it into perspective, remembering we are not the bad guys, we are a mass movement, we **are all volunteers**, doing our very best under extreme pressure. We are from all walks of life, with different skill sets, personal responsibilities, and with different levels of time/commitment. **However, we share one thing in common - our commitment to nonviolent civil resistance.**

The strategy team recommend the below steps to resolve tensions:

- Give feedback directly to each other or communicate directly with the Internal Coordinator of the circle involved. (See the <u>Hub</u> for XR UK's structure and contacts.)
- 2. Ask the regen team to help convene a meeting of concerned parties including IC's.
- 3. If a resolution cannot be met with the IC's and facilitators help, the next step is to speak with the IC of the wider "mother" circle of said circle for further assistance.

Other avenues to consider:

If it's related to the XR structure then <u>speak to the SOS team</u> for further <u>advice</u> and guidance.

If it's an individual problem and neither IC was able to help you resolve it then a <u>conflict resolution process</u> is the final stop.

4.5. - BUILDING COMMUNITY RESILIENCE & RESISTANCE

Since COVID, XRUK has closed all office spaces and local groups stopped meeting in person regularly. Luckily XR was already using online video meetings, which kept the movement alive. However, two years on and:

- People have video-call and meeting fatigue.
- Working groups can become siloed. As a result mis-communication can breed distrust.
- We crave in person face-2-face emotional support, and many of us have faced long periods of isolation, a hostile political and media landscape, plus climate grief and anxiety.
- We can easily get stuck in our own bubble we need to make it easy for new people to find and join us outside of actions.

We recommend taking an enterprising approach in your local area and creating XR community hubs as a; not-for-profit community interest company where rebels can;

- grow the movement
- connect with their local xr community over coffee
- offer emotional support for climate anxiety
- learn more about the CEE, our ToC and how to get involved
- see related film screenings/HfE talks
- read/borrow/buy nvda related literature.
- host workshops such as art blockers
- join xr planning meetings and actions
- accommodate visiting rebels
- vision through taking prefigurative local action

These spaces could be XR's "shop front", open daily/weekly depending upon capacity! This could be a 'Climate Canteen', or 'EmergenTEA break cafe', a community owned pub, or a mini art factory, whatever your local group wants it to be! This wouldn't have to be a big money making enterprise, but could have the potential to self-sustain the expense of renting an otherwise unused space, maybe even help supplement some local fundraising?

How is this idea different from a Climate Emergency Centre (CEC)? CECs are awesome - we love them. However, they are separate from XR and have different goals. They are an alliance-building project designed to bring the community together to develop solutions to adapt locally to the social and environmental crises facing us. XR members are welcome to be involved in CECs as members of their community, and can use the spaces as local community groups but CECs cannot be associated with any illegal activity.

We highly recommend that your XR group set ups its own Hub, so that you can focus on XR activities and have autonomy. It is best to make sure the space is self-funded, registered as a non-profit enterprise, and independently-owned (not council owned), so you are free to have an XR community presence of your choice. Another funding option could be to have a membership fee and/or volunteer scheme - a hybrid cooperative model.

Where? There are literally thousands of empty buildings of all kinds on the highstreet right now due to covid that could be better used at a discounted rate or free! Ideally with a shop front to be as accessible to the public as possible.

If you're low on capacity then find someone doing something similar like this already via the <u>Transition Network</u> and ask if they would be up for collaborating to host xr events, talks, and workshops etc. Inspiration: <u>The Remakery</u>, <u>Civic Square</u>, <u>Brixton Pound</u>, <u>Community Pub</u>.

Alternatively, why not test run the idea by hosting a **pop-up store/cafe** for a month or two for doing local outreach in your town or city centre, where rebels can "sell" the public their future back through donations in a number of creative ways!

4.6. STRATEGIC FINANCE

Strategy informs the movement budgeting, making sure we spend our precious funds in the best way to achieve our goals! We will review spending from the last few years in order to assess the spend and the impacts and this will help the team to go forwards from here.

We need to spend on critical core functions that support the whole and create a movement budget that focuses on growth, action and enabling maximum participation.

Strategic Finance Priority list:

- Prioritising UK-wide action plans that create sustained material disruption and dialogue, not purely symbolic or one-off actions.
- Prioritising funds for growing the movement, including outreach resources and supporting a fundraising plan including growing our audiences online and our mailing lists.
- UK Volunteer Living Expenses (VLE) Policy: This needs to be reviewed and make sure that we are offering VLE to those that are doing strategic essential work and most need financial support to do the work.
- Supporting participation in rebellion for rebels

4.7. - MOTHERSHIP

XR acting as an incubator has been one of our key successes. If specific projects are able to carry out strands of work that are necessary, but XR is not best placed to actualise them, we don't have to hold all of the innovation in the environmental movement. Our research suggests that experimentation and filling strategic gaps is needed but we can't be all things to all people. It's important to create focus in our own work whilst showing support and solidarity to people and groups with a diversity of approaches.

The key for successful outcomes in this area has been shown to be a matter of effective **communication**, **coordination and collaboration**. XRUK will take the primary responsibility for organising the periods of collective mass action.

4.8. - SUPPORT STRUCTURES & REGENERATIVE CULTURES

In these times of crisis, we must support each other. Our work is emotionally, physically and mentally draining. We have suffered burn out and talk about 'regenerative culture' as insisting rebels take a day off now and then, but it is much more than that. Nurturing regenerative cultures in our movement is part of our vision of a better society. We will be more effective if we are nourished, rested and feeling strong in our connections and support of each other.

We need to encourage one another to take on work with reasonable boundaries that protect our wellbeing, we are responsible for our own workloads so we need to make sure we share honestly when we are struggling to cope with the demands on our time or on our emotional resilience.

We must support those who risk prison sentences. This involves practical support structures, but also how we talk to and about each other, and how we

must centre **love** and **compassion** in all we do. After all, we are here because we have extraordinary love and care for our planet and all the living beings.

Although the situation is terrifying, love is the strongest motivator and ultimately the source of all our work. This year we will recommit to hold each other, and to be our best courageous and resilient selves, with <u>ferocious love of these lands in our hearts</u>.

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

AM2

This is the exhibit marked "AM2" referred to in the First Witness Statement of Anthony Milne.

ACTIONS PEOPLE SUPPORT

Just Stop Oil - Civil Resistance 2022



In signing this form, I pledge that I am prepared to engage in civil disobedience at the end of March 2022 and that I am willing to be arrested for my actions. **Commitment for Action:**

formally pledge to take part in action which will lead to my arrest, at least once, in late March.

In preparation for this action I will join my regional group to which I am allocated, and take part in a 1-day Nonviolence training.

I understand the importance of this action in the context of the unimaginable horror that will occur if the climate and ecological crisis is not dealt with.

Only a dramatic life event, such as a loss of a close loved one or illness, will prevent me from taking part in this action.

459 Actions Taken

Only 541 more until our goal of 1,000

CIVIL RESISTANCE 2022

First Name *

Last Name *

City *

Email *

Mobile Number *, 07400 123456



I am... *

- prepared to engage in civil disobedience at the end of March 2022 and I am willing to be arrested for my
- Under 25 and prepared to engage in civil disobedience at the end of March 2022 and I am willing to be arrested for my actions.

Not in GB?

ADD YOUR NAME

You may receive email updates from Just Stop Oil, the sponsor of this form.

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Just Stop Oil - Civil Resistance 2022



In signing this form, I pledge that I am prepared to engage in civil disobedience at the end of March 2022 and that I am willing to be arrested for my actions.

Commitment for Action:

formally pledge to take part in action which will lead to my arrest, at least once, in late March.

In preparation for this action I will join my regional group to which I am allocated, and take part in a 1day Nonviolence training.

I understand the importance of this action in the context of the unimaginable horror that will occur if the climate and ecological crisis is not dealt with.

Only a dramatic life event, such as a loss of a close loved one or illness, will prevent me from taking part in this action.

Just Stop Oil needs 1000 people to take action with us this spring. In the meantime, please speak to people you know who might make this commitment themselves and invite them to the weekly Sunday zooms (see below). Thank you.

Not ready to sign the form yet?

Want to find out more about Just Stop Oil? Join a zoom call on Sundays 4pm - 6pm: https://us02web.zoom.us/meeting/register/tZ0rdeigqDwjGtCr04Gh-czvLF3gUMVSzgkD

Want to find out more about Youth Climate Swarm (under 25's)? Join a call on Sundays 2pm - 4pm: https://bit.ly/3HtPzxH

usp=sharing

 $\begin{tabular}{ll} What is Just Stop Oil? Here's the plan: \\ https://docs.google.com/document/d/1Li5xHHCRg52Cg8AxunWOHDWvGt_qrYiA1GqO4Nq0l2w/edit? \\ \end{tabular}$

459 Actions Taken
Only 541 more until our goal of 1,000
CIVIL RESISTANCE 2022
First Name *
Last Name *
City *
Email *
Mobile Number *, 07400 123456
I am* prepared to engage in civil disobedience at the end of March 2022 and I am willing to be arrested for my actions. Under 25 and prepared to engage in civil disobedience at the end of March 2022 and I am willing to be arrested for my actions. Not in GB?
ADD YOUR NAME
You may receive email updates from <i>Just Stop Oil</i> , the sponsor of this form. Edit Subscription Preferences

Flag As Spam

START ACTING LIKE LIFE DEPENDS ON IT: CIVIL RESISTANCE IN 2022



JUST STOP OIL!

The Situation:

"We will see desertification, drought, crop failure, and mass movements of humanity on a scale not seen before, not because of some unforeseen natural event or disaster but because of us, because of what we are doing now."

Boris Johnson, Sept 2021

"We're talking about the apocalypse, I don't know how to describe it."

Sotiris Danikas, a coast guard official on the island of Evia, Greece during the August wildfires, 2021

"We have to move quickly. What we do over the next three to four years, I believe, is going to determine the future of humanity." ¹

Sir David King, former chief scientific advisor to the UK government.

Translation: We are facing the greatest episode of human suffering and injustice in history.

It's looking pretty fucking grim but it is possible to do something, to limit the damage. Indeed we have a moral duty to do so. Let's not pretend otherwise. It has been done many times in history – through disciplined protracted nonviolent civil disobedience. As developed by Martin Luther King and Gandhi. The question is do we have the courage?

Just Stop Oil is bringing together groups across society who are outraged that in 2022 the Government is still allowing the extraction of more oil. People everywhere are mad as hell about it and they want to act. A coalition is starting to form around the super basic demand: Just Stop Oil.

In March and April 2022, 1000s of people all round the country will be taking action to force the Government to take action against the fossil fuel industry. Hundreds of meetings are happening and the whole thing is taking off.

¹ Forget 2050, experts say it's 2030 or bust for net zero emissions - The Citizen

So this is how we are going to win – by people putting aside their differences and working together with a single achievable goal. And when we win, we know we will galvanise thousands of people into action.

It's together that we can win this – so let's get on with it!

Extinction Rebellion and Insulate Britain demonstrate that Civil Resistance works. They also show that we need to do significantly more to stop the greatest crime in humanity.

With a simple demand, to reduce carbon emissions by insulating UK homes, and a simple tactic, peacefully blocking the main roads and motorways day after day, week after week, Insulate Britain created a national conversation around what we need to do to get on with the job of decarbonising Britain. After four weeks of civil disobedience 72% of the UK population* supported Insulate Britain's demand to insulate UK homes and 65% of the UK population* support a national retrofitting taskforce with only 7% opposing. Insulate Britain went from zero to 90% name recognition* within three weeks of the campaign (faster than any other campaign in recent UK history). The campaign created headlines on the front pages of national papers, dozens of TV interviews and 267 UK press articles in 7 weeks.

* YOUGOV

During the campaign there were 857 arrests. On 17th November 9 people were sent to prison and the following weekend over 1000 people came out in protest and 124 more people were arrested.

Since the campaign began there have been motorway blocks in Florida, New York, Washington, Canada and Rome.



NEW YORK, 25th OCTOBER 2021



ROME, 6th & 7th DECEMBER 2021

Insulate Britain was 174 people over 7 weeks.

Think what 1000 people will achieve...!

COP26 has failed us: there are no meaningful commitments to halt fossil fuel production, our future now a reckless gamble on the unproven unicorns of carbon capture and storage. Carry on emitting now and at some future date huge carbon sucking technology will solve the problem, look we've done the maths. Carbon is killing us, and global emissions are still rising. We are being betrayed by our Government, they value oil more than they value our bodies and our lives.

We will be fearless. We will forge a network of community and trust. We will be powerful.

We are disgusted, sickened and angry. There is no more time for reformist blahblahblah. We have to face up to the magnitude of the crisis and choice: will we be bystanders complicit in the greatest ever genocide or will we resist so we can look future generations in the eye, what ever happens and say I did all that I could.

WHAT'S THE PLAN FOR 2022?

The new campaign **JUST STOP OIL** will mobilise 500+ people from all walks of life to take part in Civil Resistance in March 2022.

Demand: Just Stop Oil: We demand that the UK government makes a statement that it will immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK.

Why: The NGOs and various politicians are busy calling out specific oil fields. We want to aim higher, to know that our demand tallies with our vision so that we can act in full strength. That is why we are going for the brave and prophetic ask, the big win, to demand an end to all new oil.

Mobilisation: The new 'Recruitment & Community' team will help us to grow our movement. The team will hold 20-30 public meetings per week online and in person across the UK. They will use leaflets, online ads and local networks to promote talks that will be held in community spaces and homes. There is a Youth mobilisation group (Youth Climate Swarm) who are recruiting in Universities and colleges across the UK.

The teams will direct people to the Action Network Commitment Form and from there they will be invited to nonviolence training to induct them into the campaign. Regional Civil Resistance Groups will form built on the foundations established by Insulate Britain. Each regional group will meet regularly over the coming months to enable us to deepen the trust within groups, build our resilience and strengthen our communities.

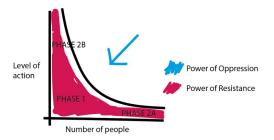
Action: Our actions will pose a dilemma to the state: mass nonviolent economic and political disruption or mass imprisonment. We will build irresistible pressure for change by continuing with the attrition strategy of returning again and again week after week. This campaign will take action that prefigures our demand, by disrupting oil infrastructure to demand a stop to oil. We will use oil as shorthand for fossil fuels. Our actions will be scalable and unstoppable, to ensure this, there will be a pivot point when we switch tactics. The design contains a range of actions meaning that people with different levels of

commitment can join. We will direct our focus to creating significant economic disruption whether or not this leads to arrests.

Phase 1: Groups will block the oil networks to demand that the government Just Stop Oil. Groups will block oil refineries.

Phase 2A: Blocking adjacent roads and motorways.

Phase 2B: High stakes resistance against oil.



Spokes: We will continue to challenge and disrupt the media. We will front youth voices.

Messaging: Allowing the extraction of new oil and gas resources is an obscene policy that will kill our children. It has to stop. No ifs, no buts. Just do it! There can be no new oil anywhere If we want a future for humanity, for all living beings. If we continue down our current path families, communities and the country will be destroyed. We will face starvation, slaughter, and civil war across the world, billions of the poor will starve and die, as our leaders betray our children. As the government betrays this country.

There are some key things we can do to overcome our addiction to oil NOW. We can upgrade our housing by Insulating Britain and we can upgrade our transport system by providing free public transport.

Does our government get this? Do they fuck! They are actively encouraging extraction by granting the eye-watering level of subsidies and tax breaks for new fossil fuel extraction. No-one is going to save us.. We resist or we die..

Rise up while we can.

Learning from a tradition of Civil Resistance:

The Hammer Blow: How 10 women disarmed a warplane bound for genocide in East Timor.

https://wagingnonviolence.org/2015/10/seeds-of-hope-east-timor-ploughares-book/
Silence = Death: How ACT UP Revolutionised access to HIV/AIDS drugs.
https://www.nyclgbtsites.org/site/act-up-demonstration-at-the-new-york-stock-exchange/

Timeline:

December: Regional Civil Resistance Groups will form, creating supportive communities to train up nonviolence and truth telling together.

December to March: The Recruitment & Community team will hold 20 plus public meetings per week online and across the UK. They will use leaflets, online ads, home meetings and local networks to set up and promote the meeting. They will direct people towards the Action Network Form.

A team of new nonviolence trainers will give the 8 hour training to induct people into the action and principles of the civil resistance movement.

Feb: Young people will demand that the Government makes a meaningful statement to Just Stop Oil. If no statement is given they will announce that a campaign of civil resistance will begin.

March onwards: Phase 1: In March 2022 teams will block the oil networks to demand that the government Just Stop Oil. They will block oil refineries, storage units, and adjacent motorways.

Phase 2A: Teams will block petrol stations in the South-East. Many people will do sit-ins, sitting on the ground in the forecourt. Others will do tanker-surfing and spray paint filling points. Phase 2B: High stakes resistance against oil.

When you are ready - sign up here.

Please read the form carefully before you sign.

https://actionnetwork.org/forms/civil-resistance-2022/

If you have comments, input or capacity to help please email ring2021@protonmail.com

"The thing about climate is that you can either be overwhelmed by the complexity of the problem or fall in love with the creativity of the solutions." Mary Annaïse Heglar, 2020

"And our grandchildren will know that we are the culprits and... that we missed our cue and they will ask themselves what kind of people we were to be so selfish and so short sighted." Boris Johnson, 2021

Or as Larry Kramer said "GET IN THE STREETS OR YOU'RE GOING TO FUCKING DIE."

JUST ST@P OIL







Following

JustStopOil

@JustStop_Oil

linktr.ee/JustStopOil

Joined December 2021

1 Following 163 Followers



Followed by Beyond Politics Bristol, XR South East UK, and 2 others you follow

.

Just Stop @shell
Just Stop @bp_plc
Just Stop @exxonmobil
Just Stop Oil.

We are in a Climate Emergency.
We must start acting like life depends on it.
Starting with #JustStopOil

Join us to Stop Oil. Link in Bio to join the campaign, every Sunday @ 4pm.



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Just Stop Oil



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Events

Youth



donate

"If governments are serious about the climate crisis, there can be no new investments in oil, gas and coal, from now – from this year."

> Fatih Birol, Executive Director International Energy Agency, May 2021 Net Zero by 2050: a Roadmap for the Global Energy Sector

COP26 has failed: there are no meaningful commitments to halt fossil fuel production, our future now a reckless gamble.

Carry on emitting today and hope at some future date huge carbon sucking technology will solve the problem.

Yet we know carbon is killing today, and global emissions are still rising.

Oil is more valuable than our culture, our heritage, our bodies.

More valuable than the beautiful web of life on earth, more valuable than home.

What Next?

We have to face up to the magnitude of the crisis and choose: will we be bystanders complicit in the greatest ever genocide or will we resist so we can look future generations in the eye, what ever happens and say "I did all that I could".

The new campaign JUST STOP OIL will mobilise 1000+ people from all walks of life to oppose the plans for new UK Oil fields during 2022.

Demand: That the UK government makes a statement that it will immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK.

Why: The NGOs and various politicians are busy calling out specific oil fields. We want to aim higher, to know that our demand tallies with what is needed. That is why we are going for the brave and prophetic ask, the big win, to demand an end to all new oil.

Mobilisation: We are growing a movement, holding 20-30 public meetings per week, online and in person, across the UK.

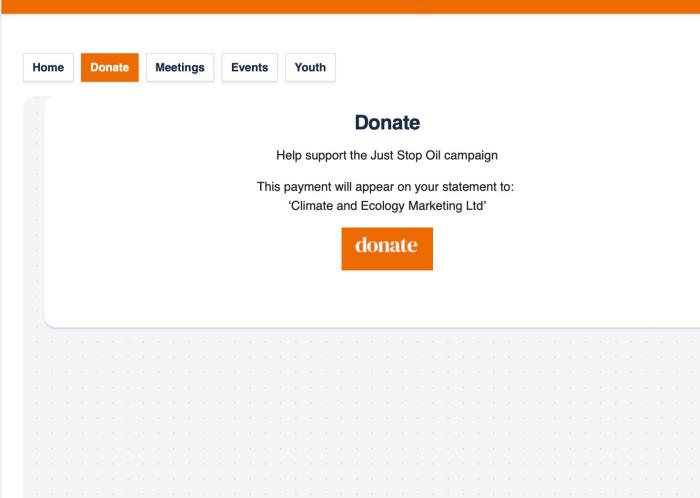
Find a Local Event Here

Just Stop Oil









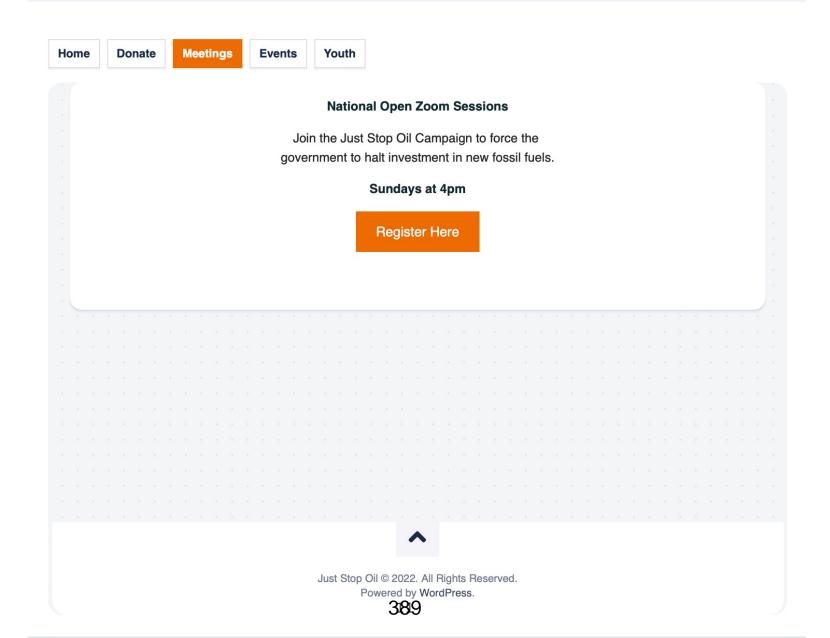


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Meetings

Youth



Our Responsibilities At This Time - Lewisham

February 7, 2022, 7:00 pm - 9:00 pm

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Register »



Our Responsibilities At This Time - Nantwich

February 8, 2022, 7:00 pm - 9:00 pm

..Read More »

Register »



Our Responsibilities At This Time - Woolwich

February 8, 2022, 7:00 pm - 9:00 pm

..Read More »

Register »



Our Responsibilities At This Time - Chesterfield

Just Stop Oil



Our Responsibilities At This Time - Lancaster

February 9, 2022, 7:00 pm - 9:00 pm

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Register »

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Our Responsibilities At This Time - Liverpool

February 9, 2022, 7:00 pm - 9:00 pm

..Read More

Register »



Our Responsibilities At This Time - Hackney

February 9, 2022, 7:00 pm - 9:00 pm

...Read More »

Register »



Just Stop Oil



Our Responsibilities At This Time - Warwick

February 9, 2022, 7:00 pm - 9:00 pm

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Our Responsibilities At This Time - Northampton

February 10, 2022, 7:00 pm - 9:00 pm

..Read More »

Register »



Our Responsibilities At This Time - Kingsthorpe

February 10, 2022, 7:00 pm - 9:00 pm

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Register »



Our Responsibilities At This Time - Sandiacre, Nottingham

February 10, 2022, 7:00 pm - 9:00 pm

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Register »



Our Responsibilities At This Time - Southsea, Portsmouth

February 10, 2022, 8:00 pm - 10:00 pm

Read More »

Register »

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Our Responsibilities At This Time - Bristol, Southville

February 11, 2022, 6:30 pm - 8:30 pm

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Just Stop Oil OUR RESPONSIBILITIES AT THIS TIME

Responsibilities At This Time - Cotteridge

February 13, 2022, 12:30 pm - 3:00 pm

Just Stop Oil

..Read More »



Our Responsibilities At This Time - Manchester

February 15, 2022, 6:00 pm - 8:00 pm

..Read More »

Register »

Just Stop Oil

Our Responsibilities At This Time - Middlesbrough

February 12, 2022, 1:30 pm - 3:30 pm

..Read More »

OUR RESPONSIBILITIES AT THIS TIME

Our Responsibilities At This Time - Newcastle Upon Tyne

February 13, 2022, 2:00 pm - 4:00 pm

..Read More »



Our Responsibilities At This Time - St Helens

February 15, 2022, 7:00 pm - 9:00 pm

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Our Responsibilities At This Time - Durham

February 12, 2022, 5:30 pm - 7:30 pm

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Just Stop Oil



Our Responsibilities At This Time - Sheffield

February 13, 2022, 2:00 pm - 4:00 pm

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Just Stop Oil OUR RESPONSIBILITIES AT THIS TIME

Our Responsibilities At This Time - Wigan

February 16, 2022, 7:00 pm - 9:00 pm

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Responsibilities At This Time - Balsall Heath

February 12, 2022, 6:30 pm - 9:00 pm

..Read More »

Just Stop Oil



Our Responsibilities At This Time - Newcastle Upon Tyne

February 13, 2022, 5:00 pm - 7:00 pm

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398

Just Stop Oil OUR RESPONSIBILITIES AT THIS TIME

Our Responsibilities At This Time - Wallingford

February 16, 2022, 7:30 pm - 9:30 pm

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Our Responsibilities At This Time - York

February 17, 2022, 7:00 pm - 9:00 pm

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Copy of Our Responsibilities At This Time - Gloucester

February 19, 2022, 2:00 pm - 4:00 pm

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Our Responsibilities At This Time - PLYMOUTH

February 19, 2022, 2:00 pm - 4:00 pm

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Just Stop Oil

Our Responsibilities At This Time - Burnley

February 20, 2022, 2:00 pm - 4:00 pm

..Read More »





Our Responsibilities At This Time - PLYMOUTH

February 21, 2022, 7:00 pm - 9:00 pm

.Read More »



Our Responsibilities At This Time - Kendal

February 22, 2022, 7:00 pm - 9:00 pm

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Just Stop Oil



Our Responsibilities At This Time - Leeds

February 24, 2022, 6:30 pm - 8:30 pm

.Read More »

Register »

Just Stop Oil



Our Responsibilities At This Time - Northampton

February 26, 2022, 5:00 pm - 7:00 pm

.Read More »

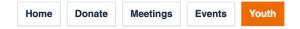
392

Just Stop Oil









Youth Climate Swarm

Under 30?

We are the youth movement mobilising for Just Stop Oil. Join us

We are mobilising 100s of young people for civil resistance in March with over 100 youth talks

Come to a talk to get involved!!

Find a local talk here

OR

Join a National Youth Zoom Meeting

Find out more:

Visit Our Website

Join our Welcome Chat



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Just Stop Oil Briefing - Edition One

Version Date: 24 January 2022

Assessment

From March 2022 a campaign entitled, **Just Stop Oil** (**JSO**) plans blockades to be carried out in the same manner as the 2021 motorway actions by **Insulate Britain** (**IB**) at any oil related asset from petrol filling stations to refineries. They are likely to be nonviolent, sit downs/die ins at premises entrances, tri-pods, lock-ons and gluing to the road surface. It is suggested that these are more likely in the South-East.



Current information is that this will take place over a period of approximately 10 days in March. It will start with a day of many concerted actions of different types followed by smaller actions in the regions.

Prior to this they say: "In February Young people will demand that the Government makes a meaningful statement to **Just Stop Oil**. If no statement is given, they will announce that a campaign of civil resistance will begin." This is the group, 'Youth Climate Swarm' who has actions in Cambridge, Bristol, London and Manchester on 12 February 2022 and held swarms in January.

JSO is holding recruiting briefings in January and February. They say: "We are growing a movement, holding 20-30 public meetings per week, online and in person, across the UK." They nearly all appear to be in England, some hosted by **XR** but most by **IB**.

From this they will be recruiting people to take a number of roles:

- Keyboard warriors social media
- Supporters for local protests (non-arrestable) petrol filling stations for example
- Supporters for local protests (arrestable) blockading petrol stations, lock-on's to petrol pumps, disabling petrol pumps
- Supporters for blockades, low risk action- refinery entrance
- Supporters for high-risk action- sit downs on the highway prepared to risk arrest and imprisonment

Following the recent acquittals of the individuals who were glued to a train roof and the people who damaged statues, the lack of successful Police prosecutions for the this will only embolden the people that take part who will have little concern for being arrested. The **JSO** briefing mentions motorways and adjacent roads, which may cause the Police to be more proactive.

It would be wrong to describe this as a XR branded action. To quote one **XR** source: "I think is important to keep clarifying that **JSO** is NOT just a wing or branch or 'sister' of XR."

Company security and property managers need to be aware of the boundaries of their property and the distinction between private land and the highway as this will be a factor in whether the police will intervene to remove protesters or say it is a company or local authority issue. The 3 areas are private property, verges - who owns? and the highway.

Shale Must Fall has announced an action on 4 February 2022, *Global Coastline Rebellion*, mainly directed at companies fracking in the Vaca Muerta. Shell is named as well as Equinor, bp and Wintershall Dea. Nothing specific as yet, but probably more of the Europe mainland focus than in the UK.

The **XR Spring Rebellion** in April has a fossil fuel focus. A number of these actions are likely to be promoted in advance whereas the **JSO** actions are not as was the case with **IB**.

These are three distinct events.

Information

It is clear from text of the Insulate Britain branded meetings that they are promoting the **JSO** campaign. This is the latest iteration of Roger Hallam who has moved from daubing graffiti on London buildings, to road blocks, to forming XR with others and then **Insulate Britain**, the recent activities of which are well documented.

A second key speaker for this campaign is Larch Maxey, a HS2 protester who gained notoriety in the Euston tunnel occupation when he spent almost a month underground and a prominent figure in the early years of **XR**.

The text for the **JSO** meetings is:

"As COP has failed, the world must see the UK Government forced to take immediate concrete action to reduce emissions through dramatic non-violent confrontation. The Government will break its own laws if it does not take emergency action to deliver on it's Paris Agreement commitments. **Just Stop Oil**, the new campaign from the people behind Insulate Britain exists to uphold the law. We need to change history, nothing less will do."

They say they will commence taking actions from March. At the foot is a copy paste of the briefing document they have circulated.

One activist describes this action as:

"There is going to be another campaign, called Just Stop Oil, and this is something that Roger Hallam is involved with. It will have similarities to Insulate Britain but will leave behind the nationalistic colour scheme and messaging. The focus is on stopping new oil gas and coal, through disruptive civil disobedience. It is a very Roger-y project with the focus on causing maximum disruption with the hope of the government needing to cede to its demands. There is considerable overlap with existing groups such as this one, but in keeping with the somewhat single minded approach that Roger can have, I doubt if he's tried to reach out to other groups who have already been acting in this area."

Action phases

Phase 1: Groups will block the oil networks to demand that the government Just Stop Oil. Groups will block oil refineries, storage units, and adjacent roads and motorways.

Phase 2A: Teams will block petrol stations. Many people will do sit-ins in the forecourt of the petrol stations. Other people may choose to do tanker-surfing and spray paint filling points.

Phase 2B: High stakes resistance against oil.

Youth Climate Swarm is supporting **JSO**, for this element: February: "Young people will demand that the Government makes a meaningful statement to Just Stop Oil. If no statement is given they will announce that a campaign of civil resistance will begin."

Members and friends of Christian Climate Action have been invited to help **Just Stop Oil** mobilise the UK's Churches, asking for some basic admin skills, such as help to send some emails, put data on a spreadsheet, and have some time to spare in the next few weeks. The job is to put together a mailing list and send an invite email to lots and lots of UK churches inviting them to a Zoom meeting with Roger Hallam, co-founder of **Extinction Rebellion**. At that meeting we will also hear from CCA members who have been involved in civil disobedience in the recent past or who have decided to get involved in the new campaign. We have a small team of CCA members coming together to do this.

JSO is fund raising. They estimate it costs approximately £1,000 for each action - to
cover accommodation, transport and other expenses. They clearly have funds
already. The source for this image is no longer available >>>>
As of 24 January 2022, 347 people have subscribed up to ISO on Action Network

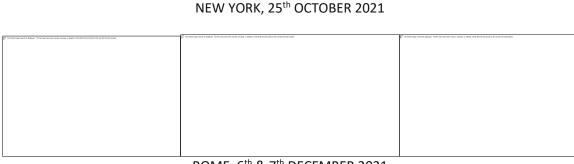
Whilst this implies a commitment to take part in training conditionally to protes

Whilst this implies a commitment to take part in training, conditionally to protest or join a Climate Swarm. Not all of these will be involved in actions. The goal is 500. **JSO** has web site which gives the campaign some web visibility but provides now new information.

Just Stop	Oil Into	rnal brid	fina d	ocumont
Just Stob	OII Inte	rnai brie	iling a	ocument

This was circulated in a tweet by an Australian XR group, probably because the online sessions have an Australian speaker. It has not been seen circulated by a UK XR group.

START ACTING LIKE LIFE DEPENDS ON IT: CIVIL RESISTANCE IN 2022
WEST STOP OU I
JUST STOP OIL!
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"We're talking about the apocalypse, I don't know how to describe it." Sotiris Danikas, a coast guard official on the island of Evia, Greece during the August wildfires, 2021
"We have to move quickly. What we do over the next three to four years, i believe, is going to determine the future of humanity." Sir David King, former chief scientific advisor to the UK government.
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Extinction Rebellion and Insulate Britain demonstrate that Civil Resistance works. They also show that we need to do significantly more to stop the greatest crime in humanity.
With a simple demand, to reduce carbon emissions by insulating UK homes, and a simple tactic, peacefully blocking the main roads and motorways day after day, week after week, Insulate Britain created a national conversation around what we need to do to get on with the job of decarbonising Britain. After four weeks of civil disobedience 72% of the UK population* supported Insulate Britain's demand to insulate UK homes and 65% of the UK population* support a national retrofitting taskforce with only 7% opposing. Insulate Britain went from zero to 90% name recognition* within three weeks of the campaign (faster than any other campaign in recent UK history). The campaign created headlines on the front pages of national papers, dozens of TV interviews and 267 UK press articles in 7 weeks. * YOUGOV
During the campaign there were 857 arrests. On 17th November 9 people were sent to prison and the following weekend over 1000 people came out in protest and 124 more people were arrested. 24 others have also taken action in defiance of the High Court Order and expect to be imprisoned as a result of their actions over the coming months.
Since the campaign began there have been motorway blocks in Florida, New York, Washington, and Rome.
005



ROME, 6th & 7th DECEMBER 2021

Insulate Britain was 174 people over 7 weeks.

Think what 500-1000 people will achieve...!

COP26 has failed us: there are no meaningful commitments to halt fossil fuel production, our future now a reckless gamble on the unproven unicorns of carbon capture and storage. Carry on emitting now and at some future date huge carbon sucking technology will solve the problem, look we've done the maths. Carbon is killing us, and global emissions are still rising. We are being betrayed by our Government, they value oil more than they value our bodies and our lives.

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Mobilisation: The new 'Recruitment & Community' team will help us to grow our movement. The team will hold 20-30 public meetings per week online and in person across the UK. They will use leaflets, online ads and local networks to promote talks that will be held in community spaces and homes. There is a Youth mobilisation group (Youth Climate Swarm) who are recruiting in universities and colleges across the UK.

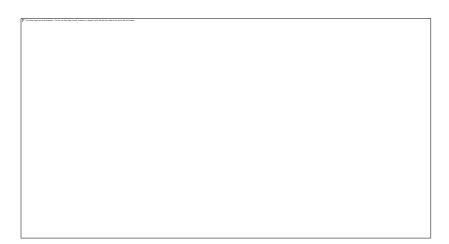
The teams will direct people to the Action Network Commitment Form and from there they will be invited to nonviolence training to induct them into the campaign. Regional Civil Resistance Groups will form built on the foundations established by Insulate Britain. Each regional group will meet regularly over the coming months to enable us to deepen the trust within groups, build our resilience and strengthen our communities.

Action: Our actions will pose a dilemma to the state: mass nonviolent economic and political disruption or mass imprisonment. We will build irresistible pressure for change by continuing with the attrition strategy of returning again and again week after week. This campaign will take action that prefigures our demand, by disrupting oil infrastructure to demand a stop to oil. We will use oil as shorthand for fossil fuels. Our actions will be scalable and unstoppable, to ensure this, there will be a pivot point when we switch tactics. The design contains a range of actions meaning that people with different levels of commitment can join. We will direct our focus to creating significant economic disruption whether or not this leads to arrests.

Phase 1: Groups will block the oil networks to demand that the government Just Stop Oil. Groups will block oil refineries, storage units, and adjacent roads and motorways.

Phase 2A: Teams will block petrol stations. Many people will do sit-ins in the forecourt of the petrol stations. Other people may choose to do tanker-surfing and spray paint filling points.

Phase 2B: High stakes resistance against oil.



Spokes: We will continue to challenge and disrupt the media. We will front youth voices.

Messaging: Allowing the extraction of new oil and gas resources is an obscene policy that will kill our children. It has to stop. No ifs, no buts. Just do it! There can be no new oil anywhere If we want a future for humanity, for all living beings. If we continue down our current path families, communities and the country will be destroyed. We will face starvation, slaughter, and civil war across the world, billions of the poor will starve and die, as our leaders betray our children. As the government betrays this country.

Does our government get this? Do they f**k! They are actively encouraging extraction by granting the eye-watering level of subsidies and tax breaks for new fossil fuel extraction. No-one is going to save us.. We resist or we die..

Rise up while we can.

Learning from a tradition of Civil Resistance:

The Hammer Blow: How 10 women disarmed a warplane bound for genocide in East Timor.

https://wagingnonviolence.org/2015/10/seeds-of-hope-east-timor-ploughares-book/

Silence = Death: How ACT UP Revolutionised access to HIV/AIDS drugs.

https://www.nyclgbtsites.org/site/act-up-demonstration-at-the-new-york-stock-exchange/

Timeline:

December: Regional Civil Resistance Groups will form, creating supportive communities to train up nonviolence and truth telling together.

December to March: The Recruitment & Community team will hold 20 plus public meetings per week online and across the UK. They will use leaflets, online ads, home meetings and local networks to set up and promote the meeting. They will direct people towards the Action Network Form.

A team of new nonviolence trainers will give the 8 hour training to induct people into the action and principles of the civil resistance movement.

Feb: Young people will demand that the Government makes a meaningful statement to Just Stop Oil. If no statement is given they will announce that a campaign of civil resistance will begin.

March onwards: Phase 1: In March 2022 teams will block the oil networks to demand that the government Just Stop Oil. They will block oil refineries, storage units, and adjacent motorways.

Phase 2A: Teams will block petrol stations in the South-East. Many people will do sit-ins, sitting on the ground in the forecourt. Others will do tanker-surfing and spray paint filling points. Phase 2B: High stakes resistance against oil.

Link - Note if you open this document when logged into a Google account your identity is exposed

https://docs.google.com/document/d/1Li5xHHCRg52Cg8AxunWOHDWvGt_qrYiA1GqO4Nq0l2w/edit

Just Stop Oil' to blockade refineries, fuel trucks and petrol stations

Updated: 6 Feb 2022 04:19

The <u>Extinction Rebellion</u> spin-off <u>Just Stop Oil</u> has revealed its plans to blockade oil refineries, fuel trucks and petrol stations during March 2022.

Roger Hallam, a co-founder of Extinction Rebellion and <u>Insulate Britain</u>, has predicted that up to 3,000 activists could be arrested over two weekends in March for closing down the country's oil network. As well as paralysing oil refineries and nearby motorways, activists intend to occupy petrol station forecourts, 'tanker surf' on fuel lorries and spray-paint filling points. Campaigners want the

Government to immediately halt all future exploration, development and production of fossil fuels in the UK.

Hallam and other activists have been touring the UK meeting with local Extinction Rebellion groups in order to recruit participants in what he believes is a necessary escalation of tactics.

The group's strategy includes forming regional groups and recruitment teams to hold more than 20 meetings a week. It will demand that the

Government make a 'meaningful statement to Just Stop Oil'. If no such undertaking is made, a campaign of civil resistance will be announced.

The first phase would include blocking oil refineries, storage units and nearby motorways. The next move – Phase 2A – would see activists sitting in petrol forecourts as well as "tanker-surfing and spray-paint(ing) filling points". Phase 2B, an escalation of the protest, is simply described as "high stakes resistance against oil".

The organisers of these more extreme climate change actions have been concerned that the threat of being arrested and convicted has deterred many activists over concerns that it could affect their job prospects. Hallam has attempted to address this weakness and has been telling Extinction Rebellion groups: "No one is going to lose their job for campaigning on the climate, whatever it says in your contract. If anything, it's going to promote your career because it shows you've got guts. This is quite a tangent, but I think it's quite amusing – my partner, a co-founder of XR, put it on her CV and she's in middle-management of a non-governmental organisation. She's 24."

Forecast: All those key organisers involved in Extinction Rebellion, Insulate Britain and now Just Stop Oil, have always been of the opinion that they are somehow acting on the better instincts of the public and are therefore morally justified in breaking the law; they are further convinced that climate change is such a fundamental issue there will come a point when large numbers of people feel motivated to follow their lead. Although the occasionally disjointed response by police forces has often failed to prevent disruptive actions taking place, the threat of injunctions and the possibility of going to prison has made it difficult for Hallam and his supporters to recruit anyone who has anything to lose – essentially a few younger and a lot of retired people. Hallam knows that in order to be successful, protests require hard work to identify and motivate supporters which is why he has been touring the UK. The initial weekend of action will see several hundred activists risking arrest but, as these actions continue, there is no reason to believe that they are likely to escalate and Just Stop Oil will follow a similar pattern to Insulate Britain so long as the police maintains a robust attitude towards breaking the law.

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants

АМЗ

This is the exhibit marked "AM3" referred to in the First Witness Statement of Anthony Milne.



A group, calling themselves Just Stop Oil, says it blocked 'key oil' terminals from around 4am this morning. (Picture: PA)

Climate activists have blocked the entrance of ten oil terminals in the UK to stop the government 'burning the future'.

Campaign group Just Stop Oil says it blocked several 'key oil' terminals from around 4am this morning, at locations including in London, Birmingham and Southampton.

In a series of tweets it gave a number of other locations it will be targeting later in the day in Essex and Hertfordshire.

. Jaid: 'Fed up with a government burning your future – Join us on the road.'

.

W.



The activists are calling for the UK government to stop funding all new investments in oil, gas and coal (Picture: PA)

401

W



They blocked oil tankers from leaving their depots (Picture: PA)

Exxon Mobil UK, one of the country's largest privately-owned underground oil pipeline distribution networks, confirmed demonstrations were under way at some of its sites on Friday morning.

In recent weeks, members have tied their necks to goalposts at Premier League games to demand the government ends fossil fuel supply projects.

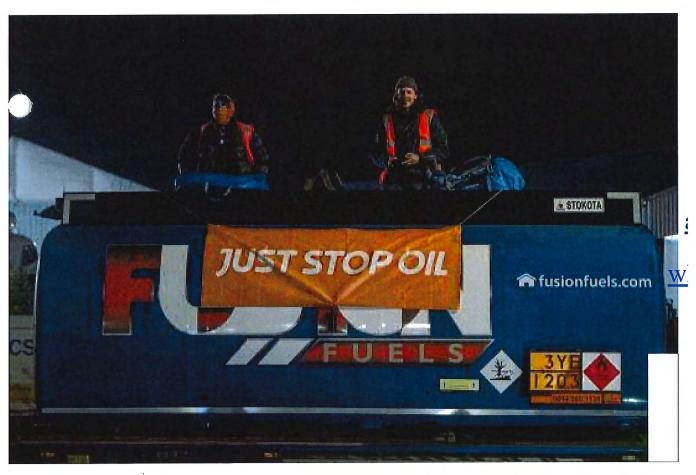
A statement on their website said: 'The Just Stop Oil coalition is demanding an end to the government's genocidal policy of expanding UK oil and gas production and is calling on all those outraged at the prospect of climate collapse and suffering from the cost of living crisis to stand with us.

'Ordinary people can no longer afford oil and gas, it's time to Just Stop Oil. It's funding war and killing people in the global south, while destroying the future for young people everywhere.'

W



The group targeted 10 sitesacross the country (Picture: PA)



Activists from 'Just Stop Oil' close down the Gray"s Inter Terminals by boarding fuel haulage vehicles in Grays, England (Picture: Getty)



The group claimed that more than 30 young people climbed on top of tankers at Navigator Terminals Thames, Grays, Essex (Picture: Essex)

It listed seven of the locations they targeted today as:

- Inter Terminals UK, Grays, Essex
- Navigator Terminals Thames, Grays, Essex
- Buncefield oil depot, Hemel Hempstead, Hertfordshire
- Esso Birmingham Fuel Terminal, Birmingham, West Midlands
- Esso West London Terminal near Heathrow Airport, west London
- BP's Hamble Oil Terminal, Southampton, Hampshire
- ExxonMobil's Hythe Terminal, Southampton, Hampshire

W.

Essex Police said six people have been arrested at Just Stop Oil protests at three locations in Thurrock.

The force tweeted: 'We are currently dealing with three incidents in Thurrock, where a group of people are reportedly blocking the roads.

'Six people have been arrested so far.

'It is impacting Navigator Fuel Centre, Esso in £Purfleet, and Askew Farm Lane.

'Drivers are asked to avoid the area.'

West Midlands Police also tweeted: 'We are working to deal with this as quickly as possible.'

Lie force added that delays were expected on Wood Lane, Bromford Lane and Tyburn Road.

Extinction Rebellion supporters joined the protests.

ExxonMobil UK wrote on Twitter: 'Small protests are currently underway outside our Hythe, Birmingham and West London fuel terminals.

'While we respect the right to peaceful protest, our priority is the safety of our people, our neighbours, the protestors and our operations.

'We are working with the police to ensure that safety is maintained.'

its other terminals at Purfleet and Avonmouth were not affected.

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Ten major oil facilities bl energy price cap rises

Protesters from Just Stop Oil and Extin fuel terminals across the UK in a numb today

By Antony Thrower, News Reporter 07:01, 1 Apr 2022 | UPDATED 08:42, 1 Apr 2022

00:00 / 01:01

PRIVACY

Activists have blocked the **entrance of 10 oil terminals in the UK**, including in London and Birmingham, to stop the government "burning the future".

Protesters from **Just Stop Oil** and **Extinction Rebellion** said they have blocked "key oil" terminals from around 4am this morning.

In a series of tweets, Just Stop Oil gave a number of other locations it will be targeting later in the day in Essex and Hertfordshire.

Police forces have scrambled officers to the protests already underway, with people in high vis jackets pictured sat in front of lorries trying the leave the affected sites, while others climbed on top of tankers.



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Activists from Just Stop Oil and Extinction Rebellion have joined forces for the protests (Image: PA)

In a statement Just Stop Oil said: "Early this morning hundreds of supporters of the Just Stop Oil coalition blocked ten critical oil terminals near London, Birmingham and Southampton to demand that the UK government stops new oil and gas projects in the UK.

"The actions are being carried out by the action of the action



Just Stop Oil activists during the blockade of Esso Birmingham Fuel Terminal (Image: PA)

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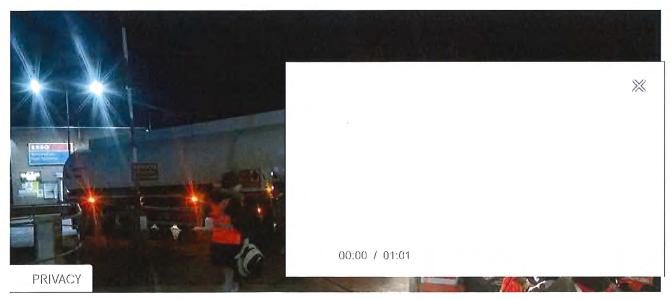
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"Ordinary people can no longer afford oil and gas, it's time to Just Stop Oil."

Extinction Rebellion added: "The action is taking place at a crucial time: The UK public is waking up this morning to a 54% rise in the energy price cap, which charities say will leave millions of people unable to pay their bills.





A lorry is prevented from leaving the site by activists in high vis jackets (Image: PA)

"The government is making a choice to continue its addiction to fossil fuels as war wages in **Ukraine**, instead of accelerating the transition to a renewable led future.

"Just a few months on from the "last chance" of COP26, **Boris Johnson** now claims the current crisis demands a "climate change pass."

"All of this is taking place despite recent polling showing that the UK public wants climate action now in face of the energy crisis.

"Extinction Rebellion is here to say: Not in our name."



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Protesters arriving at the fuel terminal

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West Midlands Police warned people nearby the affected site in Birmingham to expect delays as a result of the protests.

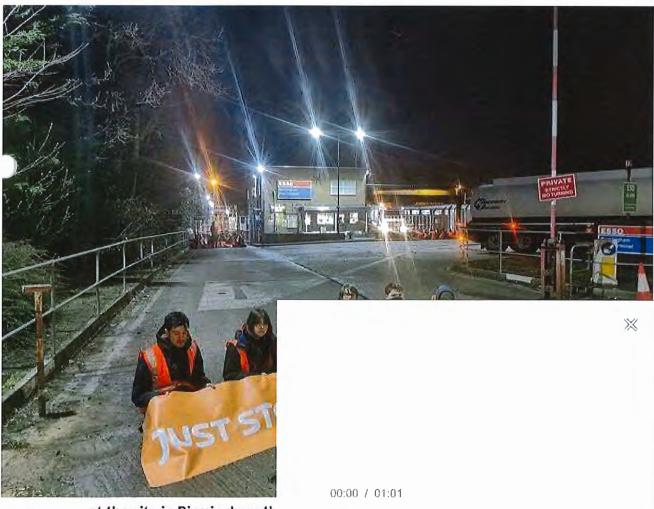
It tweeted: "We're currently responding to activists at a site in **#Tyburn**.

"We are working to deal with this as quickly as possible. Delays are expected this morning on the following roads: Wood Lane, Bromford Lane & Tyburn Road."

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Last month protesters from the group tied themselves to goalposts at Premier League games, stopping play for several minutes.

The first happened at Goodison Park during the match between **Everton** and **Newcastle** when a man wore an orange t-shirt that read "Just Stop Oil" and had a cable tie around his neck.

A different man protesting for the same cause tied himself to one of the goalpost at the Emirates during the game between Arsenal and Liverpool, as well as Tottenham v West Ham and Wolves v Leeds.

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Campaigners from Just Stop Oil also held a noisy protest near the red carpet at the Baftas.

Protester Louis McKecknie, 21, from Weymouth said: "I don't want to be doing this but our genocidal government gives me no chair



00:00 / 01:01

X



Last month's game between Everton and Newcastle was stopped by a Just Stop Oil protester (Image: Getty Images)

"They know oil is funding Putin's war and pushing millions of people into fuel poverty while energy companies reap billions in profits.

"They know that to allow more oil and gas extraction in the UK is suicidal and will accelerate global heating. It moons millions dving of heat stress, losing their homes or Get email updates with the day's biggest stories

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Demonstrations are expected across the country in the coming days over the cost-ofliving crisis.

The People's Assembly said it expects thousands of protesters will take to the streets on Saturday at locations throughout the UK to highlight those suffering "real hardships" due to the combination of rising fuel and food prices, inflation, and low pay.

UPDATE: Six people have so far been arrested in Essex, according to the police.

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Six arrested as protestors blockade oil terminals across the country

Protests began this morning and will spread across the country







COMMENTS

By <u>Neil Shaw</u> Network Content Editor

06:57, 1 APR 2022 | UPDATED 07:29, 1 APR 2022

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The protest this morning (Just Stop Oil)

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Fuel protesters are blockading oil terminals in a protest against the continuing use of fossil fuels. Six people have been arrested at Just Stop Oil protests at three locations in Thurrock, Essex Police said.

The force tweeted: "We are currently dealing with three incidents in #Thurrock, where a group of people are reportedly blocking the roads.

"Six people have been arrested so far.

"It is impacting Navigator Fuel Centre, Esso in #Purfleet, and Askew Farm Lane.

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"Drivers are asked to avoid the area."

West Midlands Police are responding to activists at a site in Tyburn, Birmingham, after fuel protesters blockaded an oil terminal, with a warning of more protests across the country. The force said: "We are working to deal with this as quickly as possible."

It added that delays were expected on Wood Lane, Bromford Lane and Tyburn Road as a group called Just Stop Oil said it had blocked "key oil" terminals early on Friday.

The group also provided locations for further action in Essex and Hertfordshire later in the day. "Fed up with a government burning your future – join us on the road," the group tweeted.

then mentioned locations including Navigator and Grays in Essex, Buncefield in Hemel Hempstead and Birmingham's Esso terminal.

West Midlands Fire Service said its crews were also in attendance at the incident on Tyburn Road.

It said its staff were "available to support our colleagues at West Midlands Police, if needed". One of the companies targeted by activists have confirmed "small protests" are currently underway at their Hythe, Birmingham and West London fuel terminals.

Exxon Mobil UK, one of the country's largest privately owned underground oil pipeline distribution networks, confirmed demonstrations were underway at some of their sites of Friday morning, causing operations to be temporarily suspended.

The oil and gas company said on Twitter: "Small protests are currently underway outside our Hythe, Birmingham and West London fuel terminals."



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"While we respect the right to peaceful protest, our priority is the safety of our people, our neighbours, the protestors and our operations.

"We are working with the police to ensure that safety is maintained."

The firm said it had temporarily suspended operations at the locations mentioned, but its other terminals at Purfleet and Avonmouth were not affected.





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Ten major oil facilities blocked by protesters as energy price cap rises



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Image: PA)

Activists have blocked the entrance of seven oil terminals in the UK, including London and Birmingham, to stop the government "burning the future".

Protesters from Just Stop Oil and Extinction Rebellion say they will block "key oil" terminals from around 4am this morning.

In a series of tweets Just Stop Oil gave a number of other locations it will be targeting later in the day in Essex and Hertfordshire.

Police forces have scrambled officers to the protests already underway, with people in high vis jackets pictured sat in front of lorries trying the leave the affected sites.

It said: "Fed up with a government burning your future – Join us on the road."

It earlier said: "Every drop of oil we burn is fuelling climate breakdown which means more and hotter heatwaves, more drought, more starvation, more war and more death.

"Young people know this and they are rightly terrified, it's their future going up in smoke."

West Midlands Police warned people nearby to expect delays as a result of the protests.

It tweeted: "We're currently responding to activists at a site in **#Tyburn**.

"We are working to deal with this as quickly as possible. Delays are expected this morning on the following roads: Wood Lane, Bromford Lane & Tyburn Road."

West Midlands Fire Service added: "We have crews in attendance at this incident on Tyburn Road, Birmingham, available to support our colleagues at @WMPolice, if needed.

"Please avoid the area where possible, due to traffic delays, and follow @wmpolice for any updates."

Last month protesters from the group tied themselves to goalposts at Premier League games, stopping play for several minutes.

The first happened at Goodison Park during the match between **Everton** and **Newcastle**

when a man wore an orange t-shirt that read "Just Stop Oil" and had a cable tie around his neck.

A different man protesting for the same cause tied himself to one of the goalpost at the Emirates during the game between Arsenal and Liverpool, as well as Tottenham v West Ham and Wolves v Leeds.

Demonstrations are expected across the country in the coming days over the cost-of-living crisis.

The People's Assembly said it expects thousands of protesters will take to the streets on Saturday at locations throughout the UK to highlight those suffering "real hardships" due to the combination of rising fuel and food prices, inflation, and low pay.

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Essex Police make 83 arrests as oil terminals blocked

(1) 1 day ago

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UK climate change protests



Essex Police said it was working to bring the protests to a swift and safe conclusion

More than 80 people have been arrested as climate change protesters continued to block oil terminals.

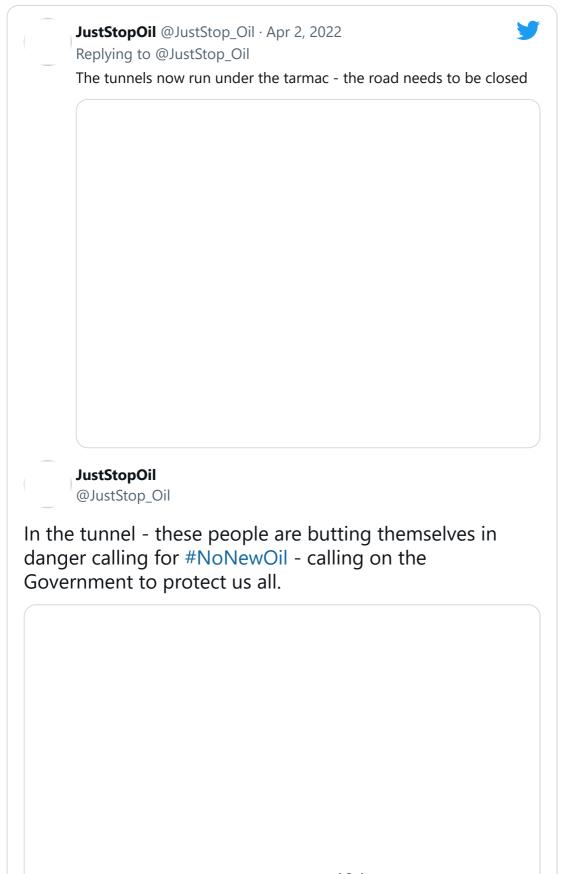
Activists from Just Stop Oil said they had obstructed access to a tanker park and revealed an underground network of tunnels at two oil terminals in Essex.

The protesters are demanding the UK government stops new oil and gas projects.

Essex Police said 83 people were arrested for a variety of offences after protests in the Thurrock area.

The force said 63 were held on Friday following protests in Oliver Road, Grays, London Road, Purfleet, and Askew Farm Lane, Grays.

Twenty people were arrested on Saturday at Oliver Road and Stoneness Road, Grays, with officers "continuing to engage" with protesters at both sites, and at Purfleet.



11:33 AM	1 · Apr 2, 2022	(i

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Assistant Chief Constable Rachel Nolan said: "Our officers are continuing to work in exceptionally challenging circumstances with a view to bringing these protests to a safe and swift conclusion.

"I would like to thank businesses, local drivers and workers for their continued patience whilst we carry out our work."

- Just Stop Oil: Why protestors are tying themselves to goalposts
- Report warns of 'irreversible' impacts of climate change
- A really simple guide to climate change

The Just Stop Oil activists said Saturday morning's tunnel activity at Grays and Purfleet meant the main and emergency access roads to the oil terminals were closed.

The activists said Titan Truck Park in Grays contained more than 100 oil tankers which service the three major oil terminals in the area.

It comes after <u>activists from Just Stop Oil and Extinction Rebellion</u>
<u>obstructed 10 fuel sites in the Midlands and southern England</u> in the early hours of Friday, to stand against "expanding UK oil and gas production".

Protesters glued themselves on to roads and locked on to oil drums and each other.

ExxonMobil UK, one of the country's largest privately-owned underground oil pipeline distribution networks, said it shut down three of its terminals as a result, and police from at least five forces were deployed to tackle the demonstrations.

The Met arrested 14 activists who broke into a facility at Bedfont Road in Staines, Surrey, and West Midlands Police arrested six people at a terminal in Tyburn. Birmingham.

425

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Just Stop Oil protests: Terminal operations suspended and arrests made

() 2 days ago

UK climate change protests



An activist is led away from the blockade of the Tyburn fuel depot in Birmingham

An oil company has temporarily stopped operations at four fuel terminals amid a series of co-ordinated protests.

426

ExxonModil UK, one of the country's largest privately-owned underground oil pipeline distribution networks, said it had shut down four of its sites.

Campaign groups Just Stop Oil and Extinction Rebellion said they had blocked 10 "critical" sites including Birmingham, London and Southampton.

Essex Police said it had arrested 13 people at three sites.

Seven activists were also arrested at a site in Tyburn, Birmingham, and taken into custody, said West Midlands Police.

While at Buncefield Oil Depot in Hemel Hempstead, Hertfordshire Police said it had arrested 17 people and expected to arrest a further 10 once they had been safely removed.

Others have been led away by police officers from protest sites in Purfleet in Essex and Hamble near Southampton.



West Midlands Police advised drivers to avoid the area near the Birmingham depot

Earlier, the Essex force said it remained at the sites of several protests in Thurrock where officers were trying to bring the protests to a "swift and safe conclusion".

Assistant Chief Constable Rachel Nolan said: "We are working to minimise the disruption at Navigator Fuel Distribution Centre, Askew Farm Lane [both in Grays], and at a depot in London Road, Purfleet."

The 13 had been arrested on suspicion of disruption, she said.

"This is an extremely dangerous situation for the protesters to be in. We are being clear on the risks, and are continuing to engage with them to try and

1 1 1 1 1



Protesters were led away from BP's Hamble oil terminal near Southampton

Football matches have recently been disrupted by Just Stop Oil activists, who ran on to a pitch and tied themselves to goalposts in recent weeks.

Extinction Rebellion spokesman Andy Smith said the group had "held" three locations of strategic importance to the UK's energy network:

- Esso West, near Heathrow Airport
- Esso Hythe, Southampton
- BP Hamble, also near Southampton

Campaigners from the Just Stop Oil group said they were protesting at six other sites:

- Inter Terminals UK, Grays, Essex
- Navigator Terminals Thames, Grays, Essex
- Esso Birmingham
- Purfleet Fuels Terminal, Essex
- Kingsbury Oil Terminal, Warwickshire
- BP Depot, Tamworth

Operations had been halted at Hythe, Birmingham, Purfleet and West London terminals, said ExxonMobil. 428

At about 15:20 BST, the firm said it was "grateful" for the police's assistance as it had "now restored normal operations at the majority of our fuel supply terminals, and we anticipate that all terminals will be open later today".

The company said its terminal at Avonmouth, Bristol, was not affected by the demonstrations.

It apologised for any inconvenience.

The entrance to BP's Hamble terminal has been cleared by police.



Protesters locked themselves to a tanker outside Esso's Purfleet terminal in Essex

The climate change protest groups claimed more than 30 people had climbed on top of tankers at Navigator Oil Terminal, Thurrock.

A specialist West Midlands Police team led away some of those taking part in the Birmingham protest shortly before 11:00 BST.

Among those taken away were two people who had climbed on to the roof of a tanker.





A specialist police team removed climate change protesters from the roof of a tanker

- Just Stop Oil: Why protesters are tying themselves to goalposts
- A really simple guide to climate change
- Seven ways to curb climate change



Access was blocked to the London Road terminal in Purfleet

BBC Essex reporter Richard Smith, at the scene in Purfleet, said teams of police officers had removed several protesters who had been obstructing access to and from Esso's fuel terminal on London Road.

Demonstrators who had locked themselves to a gate had been led away, but five were locked to the roof of a fuel tanker, he said.

Four fuel tankers earlier waited on London Road as if to enter the site, but left after a short while, he added.

430



Campaigners Christine and Steve said they were trying to protect the planet for future generations

At the Purfleet site, one campaigner, Christine, said she was demonstrating against the "government's continuing opening of new oil fields," which she described as "criminal negligence".

She added she was prepared to be arrested because her 18-year-old son deserved a future.

Also at the terminal, Steve, from south London, said: "I feel like I've got to do everything I can, it's a moral issue really at this point. I'd rather be doing other things but I've got two grandchildren and I'm really frightened about what kind of world they are going to actually grow up in."





Protesters were blocking the entrance to the Buncefield Oil Depot in Hemel Hempstead

At a demonstration at the Buncefield Oil Depot in Hemel Hempstead, campaigners blocked the entrance to the site on Green Lane.

Hertfordshire Police urged people to avoid the area while it dealt with the situation.



Demonstrators had used a pink boat to block the entrance to the Hythe terminal near Southampton

Just Stop Oil said in a statement: "The Just Stop Oil coalition is demanding an end to the government's genocidal policy of expanding UK oil and gas production and is calling on all those outraged at the prospect of climate collapse and suffering from the cost-of-living crisis to stand with us.

"Ordinary people can no longer afford oil and gas, it's time to just stop oil."

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Just Stop Oil: More than 200 arrested after oil terminal protests

(15 hours ago

UK climate change protests



Protestors from Just Stop Oil have been demonstrating in Kingsbury since Friday

More than 200 people have been arrested since Friday as protests at oil terminals enter a third day.

433

Activists from Just Stop Oil nave obstructed access to terminals across England since Friday, demanding an end to new oil and gas projects.

In Essex, a total of 155 have been detained following demonstrations in the Thurrock area.

Meanwhile Warwickshire Police arrested 54 people on suspicion of a number of offences at the Kingsbury terminal.

The police force said people had been arrested on suspicion of offences including criminal damage, obstructing the highway and public order offences.



Police said officers remained at the scene after making dozens of arrests

"We fully acknowledge every person's right to engage in lawful protest, however, when that protest becomes unlawful and disproportionate in nature, we will act to protect the rights of others," Assistant Chief Constable Ben Smith, from Warwickshire Police, said.

"Due to the nature and scale of the policing operation, a large number of officers have been deployed over the last two days... I am hopeful the situation can be brought to a swift conclusion so my officers can return to protecting the communities of Warwickshire."

He said a "significant operation remains ongoing" at the scene.





A significant police presence remains at the scene in Warwickshire

In Essex, two tunnels are still being occupied at Navigator and Gray's Terminal. On Saturday, the county's police force said **83 people had arrested after protests in the Thurrock area**.

Essex Police arrested 35 people on Sunday in addition to the 57 people held on Saturday and 63 on Friday.

Seven other facilities also continue to be disrupted near London and in the West Midlands.



Police in Essex have arrested 155 people

The arrests come after activists from Just Stop Oil and Extinction Rebellion

obstructed 10 fuel sites in the Midlands and southern England in the early hours of Friday to stand against "expanding UK oil and gas production".

Protesters glued themselves on to roads and locked on to oil drums and each other.

• Why are protesters tying themselves to goalposts?

ExxonMobil UK, one of the country's largest privately-owned underground oil pipeline distribution networks, said it shut down three of its terminals as a result, and police from at least five forces were deployed to tackle the demonstrations.

The Met arrested 14 activists who broke into a facility at Bedfont Road in Staines, Surrey, and West Midlands Police arrested six people at a terminal in Tyburn, Birmingham.

Hampshire Police also made four arrests on Friday following demonstrations at Hythe Terminal and at BP in Hamble Lane and Copse Lane. It has since stood down its presence after protestors left the area.

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More on this story



Police make 83 arrests as oil terminals blocked

1 day ago



Oil terminal operations suspended amid protests

2 days ago



Why protesters are tying themselves to goalposts



Seven ways to curb climate change 436

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

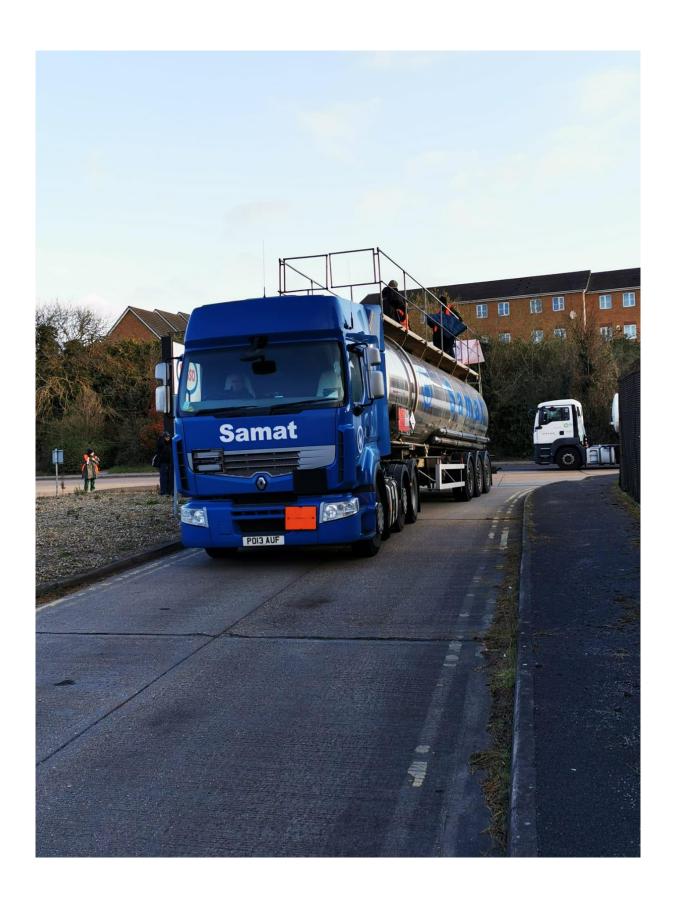
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Defendants

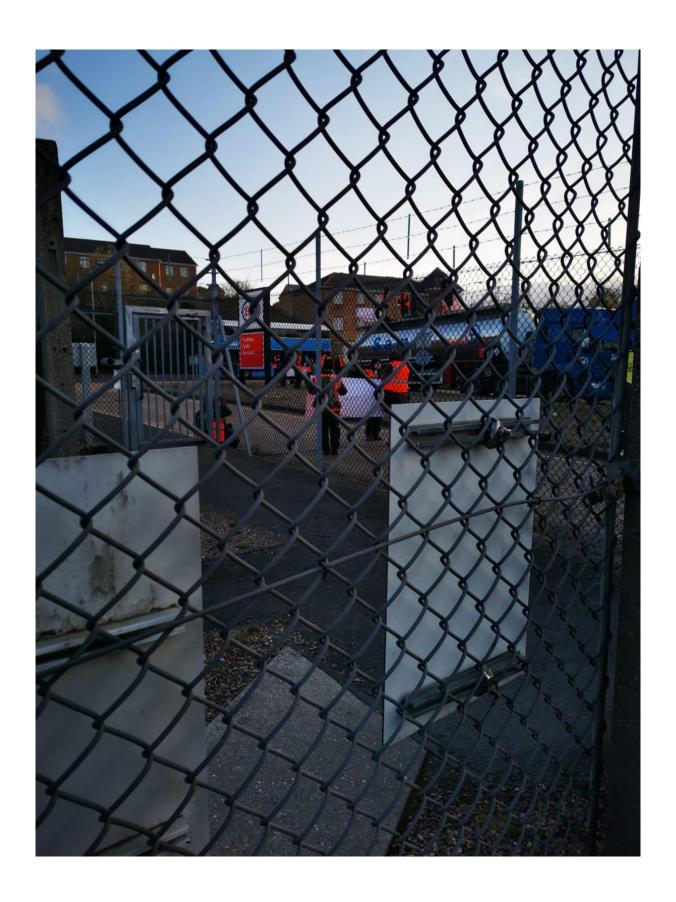
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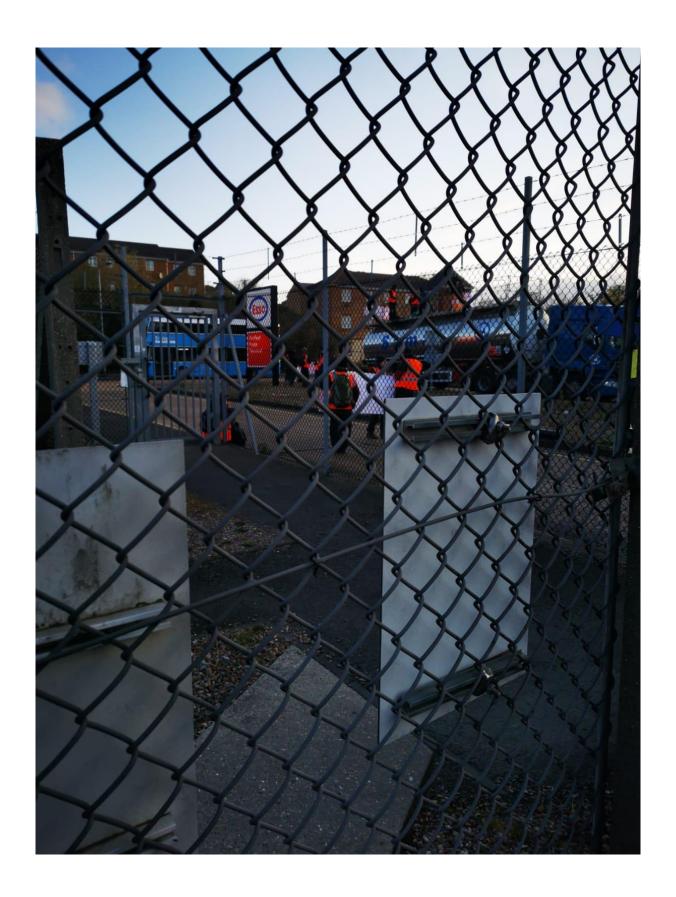
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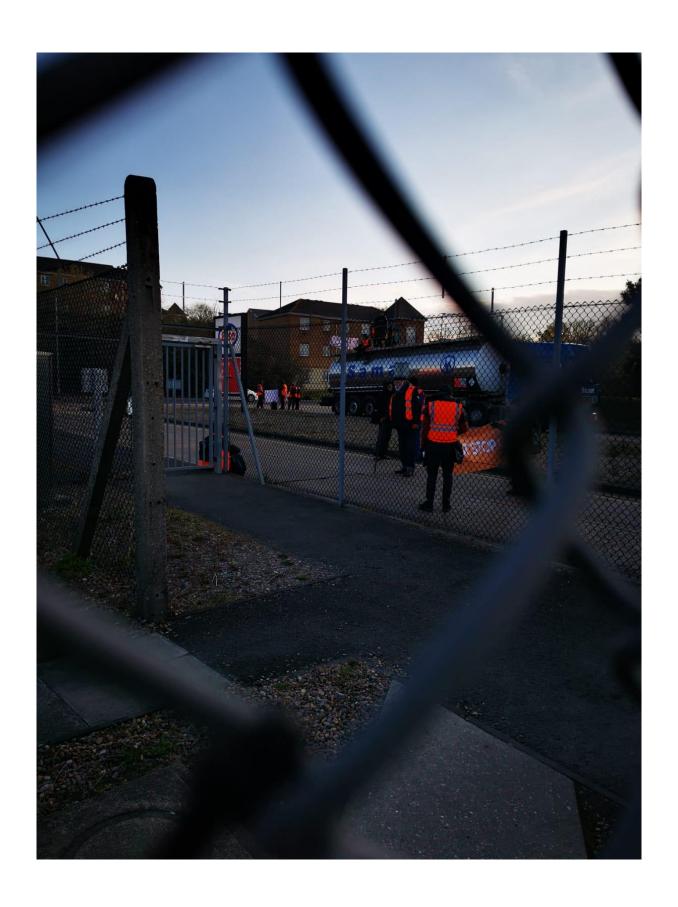












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Defendants

AM4A

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AM5

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AM6

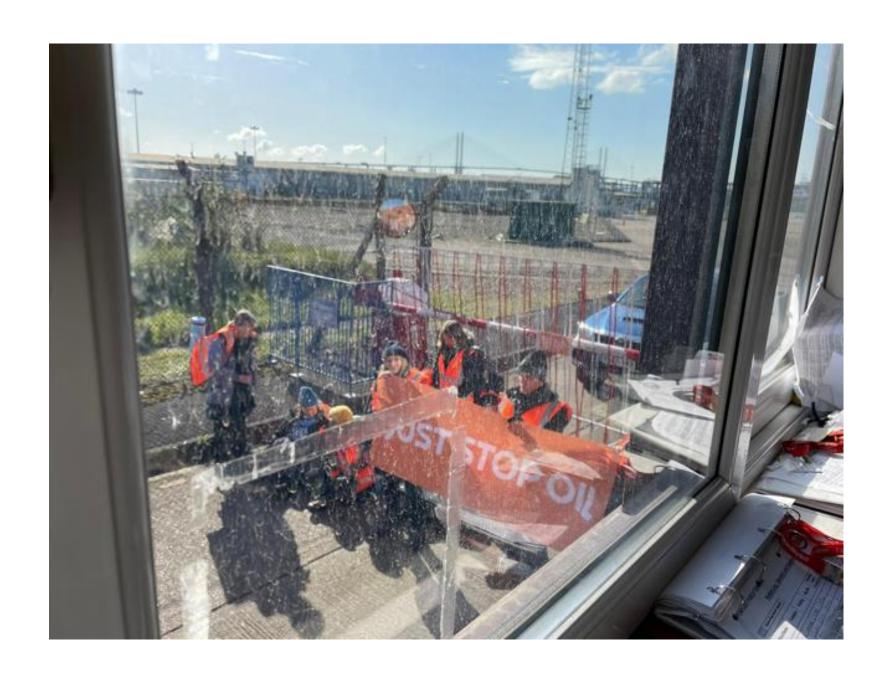
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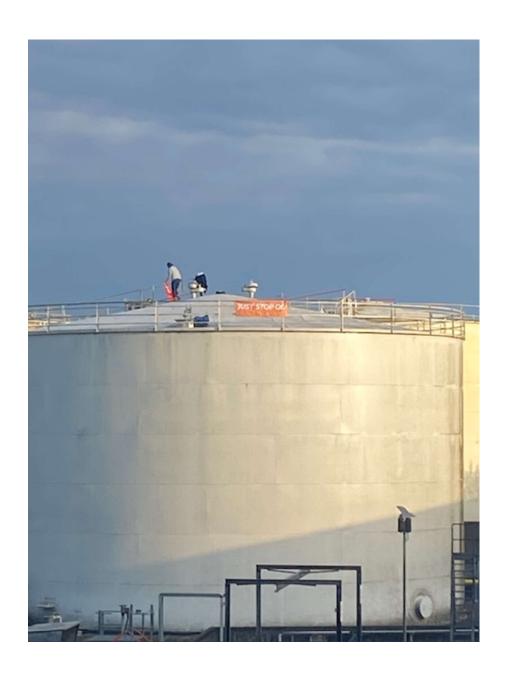
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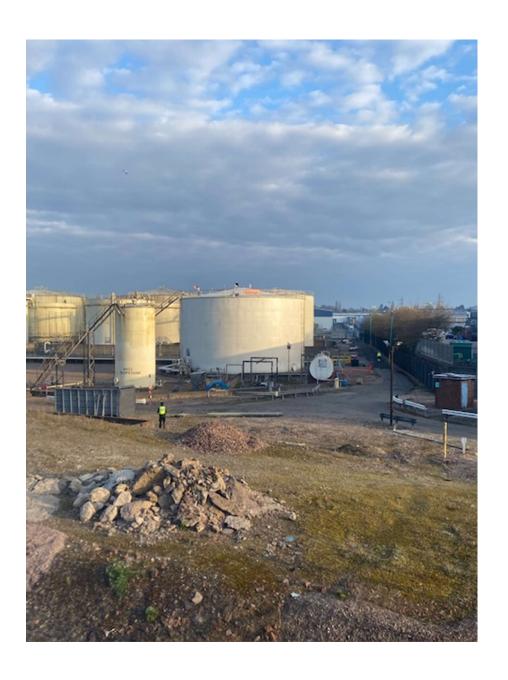
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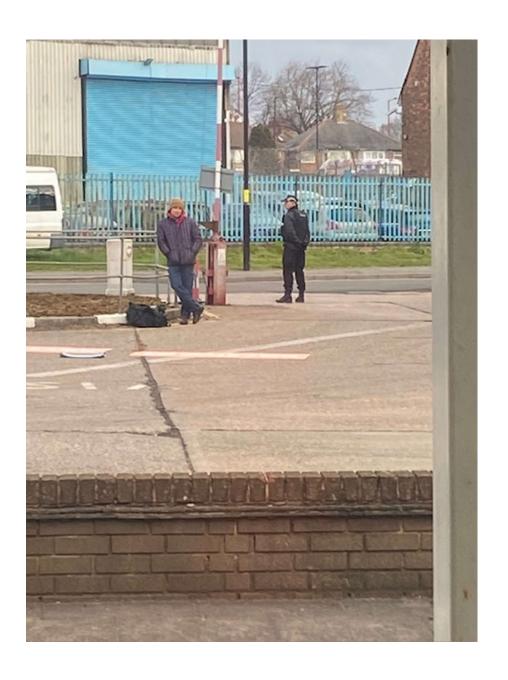
Defendants

AM6A

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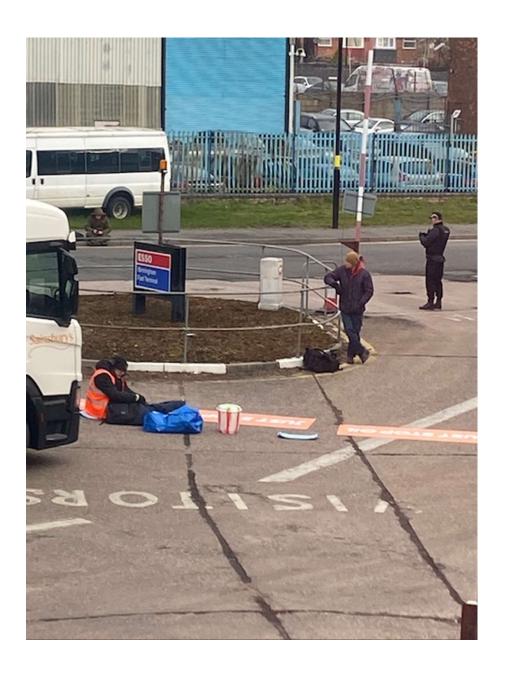






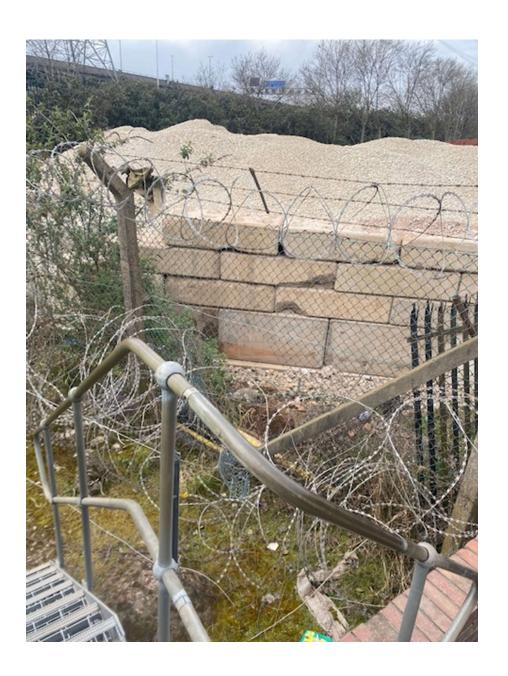
















IN THE HIGH COURT OF JUSTICE

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AM7

This is the exhibit marked "AM7" referred to in the First Witness Statement of Anthony Milne.

Extinction Rebellion blockade ExxonMobil Hampshire refinery



By Henry Tomlinson @Henry TJourno Reporter



Extinction Rebellion at ExxonMobile oil Terminal in Hampshire

10 comments

AN ENVIRONMENTAL activist group dressed as Grim Reapers blockaded an entrance to the biggest oil refinery in the UK.

Extinction Rebellion members from **Brighton** joined a protest that included mounting two-metre-high steel tripods stopping entry into ExxonMobil's Hythe fuel storage terminal next to Fawley Refinery in Hampshire.

The climate campaigners pumped fake blood from an oil barrel while other campaigners enacted a die-in, a form of protest in which participants simulate being dead.

Jon Kennedy, 42, a mechanical design engineer from Brighton, said: "The impacts of just 1.1 degrees increased heat is all around us - from the droughts that bring massive forest fires to the increased evaporation that's resulting in fatal flooding.

• READ MORE: <u>Brighton bin strike</u>: <u>Union votes to hold ballot over 'unfair</u> treatment'

"These impacts are coming faster than predicted, yet worse is to come and soon it could be beyond human control to set limits on heating as more climate feedback loops are triggered."

Venetia Carter, 57, a tutor from Brighton, said: "Our governments have been complicit in their failure to transition to renewables.

"They blame demand for fossil fuels, as if this isn't a result of their own energy and transport policies."

Protesters have said that they are protesting against ExxonMobil because of the "devastating effects" that the production of fossil fuel has had on the environment over the last 40 years.



Extinction Rebellion at ExxonMobile oil Terminal in Hampshire

The protestors have pledged to continue their blockade until Fawley management come to the gates to answer their concerns, however, The Argus has learnt the protest has ended.

A spokesman for ExxonMobil said: "ExxonMobil respects the right of people to protest peacefully and to express their opinions.

"Our primary concern is for the safety of our staff and property, our neighbours and the protestors themselves.

"We are working closely with the police to monitor the situation and minimise the inconvenience to our staff and our neighbouring communities."

Extinction Rebellion blockades ExxonMobil terminal

Climate campaigners known as 'Extinction Rebellion' blocked a terminal entrance near to the largest oil refinery



Activists dressed as Grim Reapers and erected 12-foot-high steel tripods before perching on them to block the entrance to ExxonMobil's Hythe Terminal near Fawley Refinery in Hampshire.

A protestor dressed as an 'ExxonMobil executive' in a faceless mask pumped fake blood from an oil barrel, whilst others campaigners enacted a 'die-in' to the beat of a lone drum.

The protesters were demanding that the Government stop all fossil fuel investment with a large banner reading: "Ban all new fossil fuel investment".

Refinery unaffected by climate protests

The Hythe terminal is used to store fuel for distribution, but the company explained that the Fawley Refinery was unaffected.

An ExxonMobil spokesperson said: "ExxonMobil respects the right of people to protest peacefully and to express their opinions. Our primary concern is for the safety of our staff and property, our neighbours and the protestors themselves.

"A small number of protesters are at the entrance to the site. We are working closely with the police to monitor the situation and minimise the inconvenience to our staff and our neighbouring communities and return to normal operations as soon as possible."

"Please note that the protest is taking place outside our Hythe Terminal, which stores fuel for distribution. Our Fawley Refinery is not affected."

Extinction Rebellion blockades ExxonMobil's Hythe Terminal entrance in protest against Fawley Refinery expansion - recap

Eco-activists were protesting against expansion plans

Video: <u>Extinction Rebellion blockades ExxonMobil's Hythe Terminal entrance in protest against Fawley Refinery expansion - recap - HampshireLive</u>

LONGEXXONMOBIL PROTEST FOR ARTICLE-611E48B809EF525A5219B202 AUG 19 2021 13 38 24

Climate campaigners blocked the entrance to ExxonMobil's Hythe Terminal near Fawley Refinery in Hampshire in a protest against Fawley expansion plans.

On Thursday (August 19), people dressed as Grim Reapers and perched on 12 foot high steel tripods at the **New Forest** site.

A protestor dressed as an 'ExxonMobil executive' in a faceless mask was also pumping fake blood from an oil barrel, whilst others campaigners are enacting a die-in to the beat of a lone drum.

READ MORE: <u>15 worst GP surgeries in Basingstoke</u>, <u>Portsmouth</u>, <u>Southampton and Winchester based on patient surveys</u>

Protesters were demanding that the Government stop all fossil fuel investment with a large banner reading: "Ban all new fossil fuel investment".

A live YouTube video from the scene showed lorries queuing to get into the site and a number of police cars in attendance.

HampshireLive provided you with live updates as and when we got them in this blog below.

An Extinction Rebellion spokesperson said that the protest was "successful" with no arrests being made.

Extinction Rebellion blocks ExxonMobil Hythe terminal entrance



By Timothy EdgleyCommunity Reporter



Protesters block the entrance to ExxonMobil's Hythe terminal. Photo by: Extinction Rebellion.

CLIMATE campaigners have blocked the entrance to an ExxonMobil terminal.

Dressed in masks and as grim reapers, members of environmental group, Extinction Rebellion have set up outside the terminal in Hythe.

The group posted on Twitter saying the demonstration is aimed at "pressuring the government to end all new fossil fuel investment and take serious climate action".

It is said that the protest at the terminal, close by to Fawley Refinery, is in response to Fawley expansion plans.

Extinction Rebellion South East said on Twitter: "Today #ExtinctionRebellion UK launches our Immediate Demand "Stop all new fossil fuel investment immediately" Government must #ActNow to #StopTheHarm, all investment of public money in #ExxonMobil & the ecocidal #FossilFuel industry must cease. #ImpossibleRebellion #RebelForLife"

An ExxonMobil spokesperson said: "ExxonMobil respects the right of people to protest peacefully and to express their opinions. Our primary concern is for the safety of our staff and property, our neighbours and the protestors themselves.

"We are working closely with the police to monitor the situation and minimise the inconvenience to our staff and our neighbouring communities."

The Hythe terminal is used to store fuel for distribution but the company claimed the Fawley Refinery was unaffected.

A police spokesperson said: "We are aware of a protest currently taking place on New Road, Hythe (19 August).

"Officers are on scene to facilitate the protestors' right to peaceful protest, to ensure the **health** and safety of those involved and to minimise the impact on the local community and businesses.

"No arrests have been made at this stage."

Today rebels have taken direct action @exxonmobil - from Monday come together in mass civil disobedience to pressure @GOVUK to end all new fossil fuel investment and take serious #ClimateAction https://t.co/q1AZtnOXqi

— Extinction Rebellion UK @ (@XRebellionUK) August 19, 2021

Extinction Rebellion locks down ExxonMobil oil terminal with demand to stop funding fossil fuels



Extinction Rebellion activists block the entrance to ExxonMobil's Hythe Terminal near Southampton

EXTINCTION Rebellion (XR) activists blockaded an ExxonMobil oil terminal today in protest against plans to expand the nearby Fawley refinery.

Activists dressed in grim reaper costumes erected steel tripods to block the entrance to the Hythe Terminal near Southampton.

A protestor dressed as an ExxonMobil executive pumped fake blood from an oil barrel while others enacted a die-in protest.

The group will launch a new "rebellion" in London on Monday with the demand: "Stop all new fossil fuel investment now."

XR said in a statement: "ExxonMobil has begun a massive expansion of its diesel production facilities at Fawley, as well as laying a new, larger bore pipeline to supply Heathrow and other airports with ever greater quantities of fossil fuel, despite the unequivocal science that states we need to drastically reduce emissions.

"Irrefutable evidence shows that ExxonMobil has known about the devastating effects of fossil fuel production on the environment for over 40 years, concluding in 1979 that it 'will cause dramatic environmental effects' in the coming decades and saying 'the potential problem is great and urgent.'

"However, instead of acting responsibly on that knowledge they've spent tens of millions funding climate denial and misinformation and obstructing a transition to cleaner energy sources."

James Knapp, a photographer from Dorking who took part in the action, said: "The Intergovernmental Panel on Climate Change report released on August 9 is a code red for planet Earth.

"As UN secretary-general Antonio Guterres said: 'The evidence is irrefutable: greenhouse gas emissions are choking our planet and placing billions of people in danger'."

Jon Kennedy, a mechanical-design engineer from Brighton, said: "The impacts of just 1.1°C increased heat are all around us, from the droughts that bring massive forest fires to the increased evaporation that's resulting in fatal flooding.

"These impacts are coming faster than predicted, yet worse is to come and soon it could be beyond human control to set limits on heating as more climate feedback loops are triggered." Hampshire Constabulary confirmed that officers were at the scene, but no arrests had been made as of the early afternoon.

ExxonMobil claimed it supports the goals of the Paris Agreement on climate change and that its emission-reduction plans through 2025 are projected to be consistent with the agreement's goals.



Extinction Rebellion locks down ExxonMobil oil terminal with demand to stop funding fossil fuels

August 19, 2021 by Extinction Rebellion

Email: press@extinctionrebellion.uk

Phone: +447791 737093

<u>Facebook</u> | <u>Instagram</u> | <u>Twitter</u> | <u>Media Assets</u> | <u>Donate</u> #StopTheHarm #ExtinctionRebellion

Extinction Rebellion are protesting against major expansion plans at Fawley Refinery in Hampshire, the biggest oil refinery in the UK. Protestors are also making a new immediate demand ahead of the next major <u>Rebellion</u> beginning in London on Monday: Stop all new fossil fuel investment now.

Beginning around 9am this morning climate campaigners dressed as Grim Reapers and mounted on two metre high steel tripods blocked the entrance to ExxonMobil's Hythe Terminal at Fawley Refinery in Hampshire, the UK's biggest oil refinery.

Below them a protestor dressed as an ExxonMobil executive, in a faceless mask, pumped fake blood from an oil barrel, whilst others enacted a die-in to the beat of a lone drum.

ExxonMobil has begun a massive expansion of its diesel production facilities at Fawley, as well as laying a new, larger bore pipeline to supply Heathrow and other airports with ever greater quantities of fossil fuel, despite the unequivocal science that states we need to drastically reduce emissions.

Irrefutable evidence shows that ExxonMobil has known about the devastating effects of fossil fuel production on the environment for over 40 years, concluding in 1979 that it "will cause dramatic environmental effects" in the coming decades and saying "the potential problem is great and urgent". [1]

However, instead of acting responsibly on that knowledge, they've spent tens of millions funding climate denial and misinformation and obstructing a transition to cleaner energy sources. [2] A senior ExxonMobil lobbyist recently admitted that the company was aggressively fighting against some of the science. [3]

The protestors have pledged to continue their blockade until the Fawley management come to the gates to answer their concerns.

James Knapp, 55, a photographer from Dorking who took part in the action, said: "The IPCC report released on 9 August is a Code Red for Planet Earth. As UN Secretary General António Guterres said: 'The evidence is irrefutable: greenhouse gas emissions are choking our planet and placing billions of people in danger. ExxonMobil's expansion of production at Fawley is another nail in our coffin, we call on the Government to act now to stop all new investment in fossil fuels." [4] [5]

Jon Kennedy, 42, a mechanical design engineer from Brighton, said: "The impacts of just 1.1 degrees increased heat are all around us – from the droughts that bring massive forest fires to the increased evaporation that's resulting in fatal flooding.

"These impacts are coming faster than predicted, yet worse is to come and soon it could be beyond human control to set limits on heating as more climate feedback loops are triggered." [6]

Venetia Carter, 57, a tutor from Brighton, added: "Our governments have been complicit in their failure to transition to renewables. They blame 'demand' for fossil fuels', as if this isn't a result of their own energy and transport policies."

Only protective decarbonisation of our economies can even begin to set limits on the scale of death, destruction and mass extinction that climate change brings. At the very least there must be no new investment in fossil fuel infrastructure. **This is Extinction Rebellion's new IMMEDIATE DEMAND: Stop all new fossil fuel investment NOW.**

Notes to editors

Livestream to the action here: https://www.facebook.com/XRebellionUK/

Picture link (pictures available from 11am): https://show.pics.io/xr-global-media-breaking-news-content-

600ed2733c68d80019a19bc7/search?tagId=611ba26221ffea0013a16ee2

Ban New Fossil Fuel Investment – as part of this action Extinction Rebellion teamed up with Ocean Rebellion to project the Immediate Demand on a fossil fuel tanker moored at ExxonMobil Fawley's mile long jetty.

Hi-res image available

here; https://drive.google.com/drive/folders/1VwHCEwVrfowHAPpWTKpAKSHiU3ONS2ai?usp=sharing

- [1] https://www.desmog.com/exxonmobil-funding-climate-science-denial/
- [2] https://unearthed.greenpeace.org/2021/06/30/exxon-climate-change-undercover/
- [3] https://news.un.org/en/story/2021/08/1097362
- [4] https://twitter.com/antonioguterres/status/1424649118312435714?s=20
- [5] "We share the passion of many in ending our contribution to climate change and protecting our planet...We are working hard to drive down demand for fossil fuels, but...there will continue to be ongoing demand for oil and gas." **The Dept of Business Energy & Industrial Strategy in response to the XR blockade of BP Hamble on June 1**st
- [6] We are expected to hit 1.5 degrees with the next 5 years. At 2°C of global warming, heat extremes are more likely to reach critical tolerance thresholds for agriculture and health. (IPCC 2021)
- [7] https://iopscience.iop.org/article/10.1088/1748-9326/aa815f#erlaa815ft3

ABOUT EXTINCTION REBELLION

Time has almost entirely run out to address the ecological crisis which is upon us, including the 6th mass species extinction, global pollution, and increasingly rapid climate change. If urgent and radical action isn't taken, we're heading towards 4°C warming, and the societal collapse and mass loss of life that that implies. The younger generation, racially marginalised communities and the Global South are on the front-line. No-one will escape the devastating impacts.

Extinction Rebellion believes it is a citizen's duty to rebel, using peaceful civil disobedience, when faced with criminal inactivity by their Government.

Extinction Rebellion's key demands are:

- 1. Government must tell the truth by declaring a climate and ecological emergency, working with other institutions to communicate the urgency for change.
- 2. Government must act now to halt biodiversity loss and reduce greenhouse gas emissions to net zero by 2025.
- 3. Government must create and be led by the decisions of a Citizens' Assembly on climate and ecological justice.









IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
- (2) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT OR THE SECOND CLAIMANT) UPON THE CHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')
- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defen	da	nts
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AM8

This is the exhibit marked "AM8" referred to in the First Witness Statement of Anthony Milne.

12 November 2021

Extinction Rebellion Protest Fawley 28 Oct 2021

Energy lives here

Fawley Protest – 28 Oct 2021

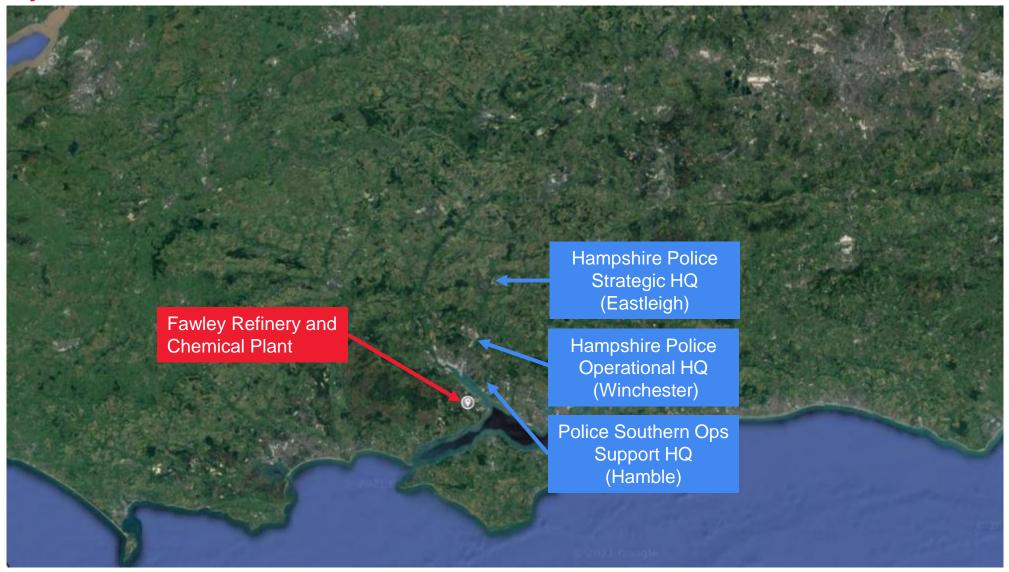
we are ExxonMobil

Summary:

- XR Hamble/South East and XR Southwest involved
- Other protests recently seen at BP Hamble and EM Hythe Terminal
- Approx 30 activists involved in Fawley event
- Targeted 3 locations
 - Distraction event at fence near Gate 1 (Possible entry attempt)
 - Fence cutting and entry into site and onto 2 fixed top tanks containing heavy hydrocarbons
 - Blockading at Gate 2 site entry point
- Both fence alarms identified at the Security Control room Fawley immediate mobile response was to Gate 1 area fence line
- Criminal damage to fences and aggravated Trespass near at entry point nearest Gate 2
- Protestors also seen by workers in the area who informed security
- Police called & responded quickly
- Site Management Control Centre activated within the hour
- Protest lasted approx. 9hrs minimal disruption to operations
- No arrests
- Lessons Learned and Sharing



Fawley Protest – 28 Oct 2021 - Orientation





Fawley Protest – 28 Oct 2021 – Previous XR Protests



Fawley Protest 28 Oct 2021 – Fawley Key locations



Fawley Protest – 28 Oct 2021 - Incidents





Fawley Protest – 28 Oct 2021 – Incident 1





Fawley Protest – 28 Oct 2021 – Incident 1



Fawley Protest – 28 Oct 2021 – Incident 2





Fawley Protest – 28 Oct 2021 – Incident 2



Fawley Protest – 28 Oct 2021 – Incident 2







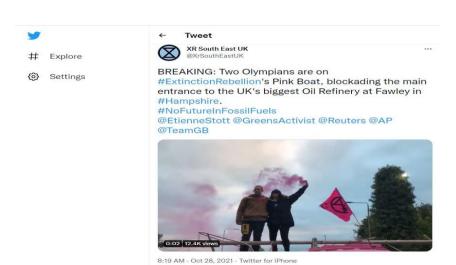


LISTEN TO THE PEOPLE: EXTINCTION REBELLION ACTIVISTS BREAK INTO EXXONMOBIL OIL REFINERY IN HAMPSHIRE









196 Retweets 19 Quote Tweets 537 Likes







Southampton 28 October 08:03





















Southampton 28 October 08:03



















Olympians among Extinction Rebellion protestors at Fawley Refinery

 MERIDIAN
 ENVIRONMENT
 FAWLEY
 EXXONMOBIL
 © Thursday 28 October 2021, 6:06pm



Watch: ITV News Meridian's Kerry Swain visited Fawley Refinery earlier.

Two Olympic athletes are among protestors blockading Fawley Refinery this morning, after activists cut through fences and scaled silos.

Around 15 Extinction Rebellion members entered the site just before 7AM this morning (Thursday 28th October), they then left shortly before 4PM.

Among them are sailor Laura Baldwin and canoeist Etienne Stott.

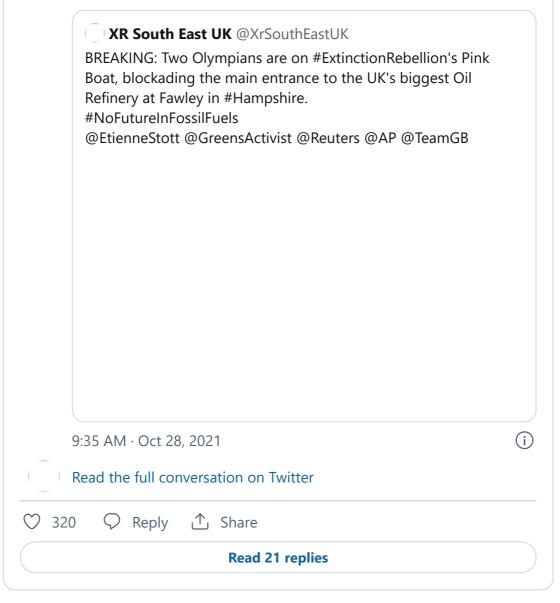
Hampshire Police said it has officers on scene and will take 'necessary action' against those who act outside the law.



Sign In



loday I'm protesting to expose how #ExxonMobil are investing heavily to expand #FossilFuel extraction when we need to be doing the opposite. And their expert #Greenwash machine is in full swing to convince us that they aren't actually maximising profit whilst out planet burns.



Seven of the protestors have scaled two 50 foot oil silos and unfurled two banners which proclaim: "Climate Emergency" and "No Future in Fossil Fuels".

Another group of activists, including British Olympians Laura Baldwin and Etienne Stott, are chained to a pink boat, *The Beverly Geronimo*, on a trailer which is blockading the main entrance to the site.



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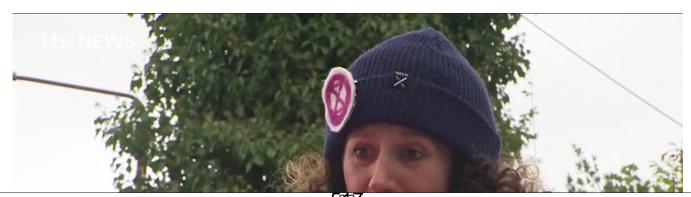
lossic ruet investment



Protestors scaled two of the 5 foot silos. Credit: XR

Laura Baldwin, Olympic sailor, coach and environmental protector, from Portland, said: "I am a deeply protective mother, moved to take direct action in a desperate bid to force this suicidal system to change in time to limit the climate crisis worsening and slipping past the point of no return."

Etienne Stott, 42, Olympic Gold Medallist at London 2012,who lives in Nottingham, added: "I think it's totally wrong that oil companies continue to put their profits ahead of everyone's right to a future on a living planet. We need our government to rein in these rogue companies as a matter of urgency and show to the world ahead of COP26 that the U.K. is prepared to take a genuine leadership position."





Watch: Former Olympic sailor, Laura Baldwin, explains why she is protesting at Fawley.

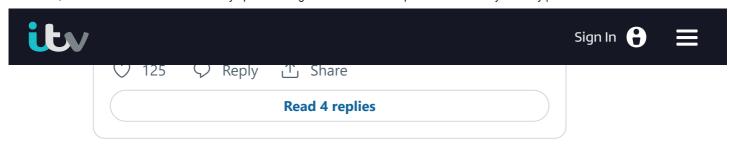
In a statement Hampshire Police said:

"We can confirm that officers are on scene at Fawley Refinery, Fawley, and surrounding areas where a protest is taking place.

"Everyone has the right to free speech and protest. However, officers will take necessary action against the few who deliberately choose to act outside the law.

"Police will work to ensure the health and safety of people at these locations, and to minimise the impact on the local community."





In response to the protest An ExxonMobil spokesperson said: "ExxonMobil believes that climate change risks warrant action and it's going to take all of us — business, governments and consumers — to make meaningful progress.

"Our focus includes reducing our emissions, helping consumers reduce their emissions, and developing lower-emission energy solutions, including energy efficiency initiatives, biofuels, flare reduction and carbon capture and storage (CCS).

"At Fawley, we are also directly helping motorists and farmers to reduce their emissions through the manufacturing of lower carbon fuels, and we are also producing the lubricants and chemicals that support lower emissions by use across a range of applications such as wind turbines and electric vehicles. Furthermore, our chemicals play a vital role in our daily lives from medical equipment, to clothing, cleaning materials and healthcare products.

"We respect the right to peaceful protest, but our priority is the safety of our people, our neighbours and our operations and we are working with Hampshire Police to ensure this is maintained.

"ExxonMobil Fawley continues to operate safely and is not experiencing any impact on production."

MERIDIAN ENVIRONMENT FAWLEY EXXONMOBIL

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BETHANY RIELLY

THURSDAY, OCTOBER 28, 2021

Activists block entrance to Britain's largest oil refinery

Olympic sailor Laura Baldwin and gold-winning canoeist Etienne Stott join Extinction Rebellion's to demand government stop new fossil fuel investments



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LIMATE activists blocked the entrance to Britain's largest oil refinery today to demand the government to stop new fossil fuel investments.

Olympic sailor Laura Baldwin and gold-winning canoeist Etienne Stott were among the 15 activists to break into Exxon Mobil's Fawley refinery in Hampshire.

Entering the site at 6.30am, seven members of Extinction Rebellion scaled two 50-foot silos and unfurled banners which read: "Climate emergency" and "No future in fossil fuels."

Others chained themselves to a pink boat at the refinery's entrance.

Protesters are calling for Exxon Mobil, which supplies a fifth of Britain's fossil fuels through its subsidiary Esso Petroleum, to halt its expansion plans at Fawley refinery.

It comes as PM Boris Johnson prepares to welcome world leaders to Glasgow on Sunday for the Cop26 climate conference.

Ms Baldwin said that she decided to take direct action in a "desperate bid to force this suicidal system to change in time to limit the climate crisis worsening and slipping past the point of no return.

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Exxon Mobil Fawley said that production at the plant was not affected by the protest today.

An Exxon Mobil spokesman said: "Exxon Mobil believes that climate change risks warrant action and it's going to take all of us — business, governments and consumers — to make meaningful progress.

"Our focus includes reducing our emissions, helping consumers reduce their emissions, and developing lower-emission energy solutions, including energy efficiency initiatives, biofuels, flare reduction and carbon capture and storage."

But campaigners accused the firm of funding climate denial and misinformation and preventing a transition to greener energy.

They also condemned Exxon Mobil's expansion of diesel production facilities at Fawley and its role in laying down a pipeline to supply Heathrow airport with oil.

A spokesperson for Hampshire Constabulary said: "Everyone has the right to free speech and protest. However, officers will take necessary action against the few who deliberately choose to act outside the law."

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BREAKING ① 5h ① 25m

① 5h

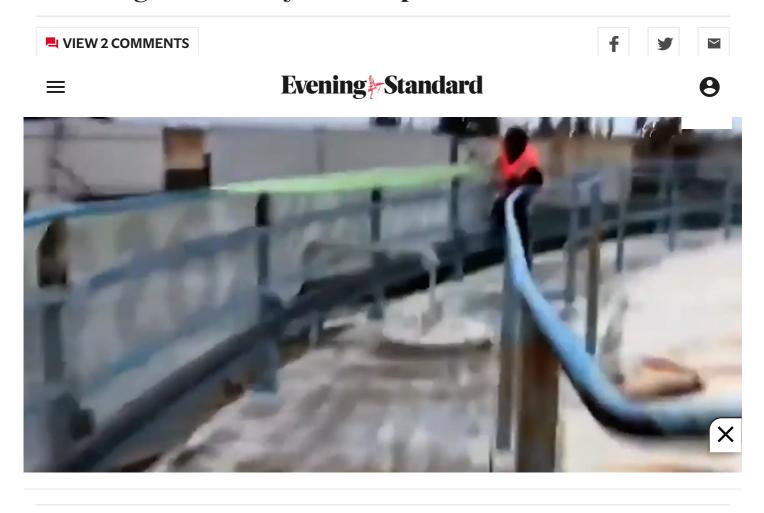
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Extinction Rebellion: Olympians among protesters blocking oil refinery in Hampshire



By Elly Blake | 7 hours ago

xtinction Rebellion activists, including two British Olympians, have blocked the entrance to an oil refinery in <u>Hampshire</u>, the group has said.

Campaigners used their infamous pink boat - the Beverly Geronimo - to blockade the main entrance to the Fawley ExxonMobil refinery ahead of the <u>COP26</u> climate summit in Glasgow.

The group said around 15 people gained access to the site early on Thursday morning by cutting electrified perimeter fences surrounding the terminal.

Pictures from the group show Olympic sailor Laura Baldwin and gold medal-winning ${\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color{mygray}{|}}{\color$ canoeist Etienne Stott at the entrance to the refinery.



Seven protestors scaled two 50ft oil silos and unfurled two banners which read: "Climate emergency" and 'No future in fossil fuels'.

READ MORE



Four charged after Animal Rebellion protesters scale London building



Protester dressed as Boris Johnson sets fire to prop boat in Cop26 stunt





★BRANDPOST | PAID CONTENTCharting The Macallan Double Cask journey

The protesters are demanding the government stops its fossil fuel investments and are also calling for Exxon Mobil to stop its expansion plans for the Fawley refinery.



Extinction Rebellion

ExxonMobil is a subsidiary of oil giant Esso and its Fawley site is the largest in the UK, supplying 20 per cent of UK fossil fuels, according to XR.

A spokesperson for Hampshire Police said officers were at the scene.

"Everyone has the right to free speech and protest. However, officers will take n sary

"Police will work to ensure the health and safety of people at these locations, and to minimise the impact on the local community."

MORE ABOUT EXTINCTION REBELLION COP26 **ACTIVISTS HAMPSHIRE** Have your say... Get involved in exciting, inspiring conversations with other readers. **VIEW 2 COMMENTS** ↓ Follow us: ES. Code of conduct and complaints Newsletters **All Topics Advertisers** All Authors **Promotion Rules** Archive Contributors Terms of use Jobs Contact Us **London Live**

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Extinction Rebellion protesters break into UK's biggest oil refinery and lock themselves to 50ft silos

Activists, including two Team GB Olympians, cut site's electric fences and chained themselves to various structures at the Hampshire base

By Gareth Davies, BREAKING NEWS EDITOR

28 October 2021 • 3:56pm











Q 896

Two Team GB Olympians were part of an Extinction Rebellion protest which saw activists break into the UK's largest oil refinery to rise up against "suicidal" fossil fuels.

Under the cover of darkness in the early hours of yesterday morning, 15 demonstrators cut the site's electric perimeter fences and chained themselves to various structures at the ExxonMobil base in Hampshire.

Some scaled giant 50ft silos in Fawley and unfurled two banners that proclaim: "Climate Emergency" and "No Future in Fossil Fuels".

Among the protesters were British Olympians Laura Baldwin and Etienne Stott, who chained themselves to a pink boat - The Beverley Geronimo - which blocked the main entrance to the site for around eight hours.

The environmental group claimed to have "shut down" the plant, but ExxonMobil - the plant's operator - told The Telegraph it had "continued to operate safely and did not experiencing any impact on production".

We have shut down <u>@exxonmobil</u>.

The refinery at Fawley is already the UK's largest, producing 270,000 barrels a day crude oil.

But despite the warnings, the <u>#ParisAgreement</u>, <u>#COP26</u>... the UK is letting <u>#Exxon</u> expand to increase by 40%. <u>#StopTheHarm</u> <u>#ActNow</u> <u>#ExtinctionRebellion</u> <u>pic.twitter.com/TOMSEw7krX</u>

— Extinction Rebellion UK ((@XRebellion UK) October 28, 2021

Two British Olympians stood side-by-side with the Extinction Rebellion protesters.



Ettienne Stott and Laura Baldwin on top of the pink boat | CREDIT: Stuart Martin

Sailor Laura Baldwin represented Team GB in the 2004 Athens Olympics before going on to coach in the 2012 London and 2016 Rio Games.



Laura Baldwin competing for Team GB in the 2004 Athens Games | CREDIT: Menahem Kahana/AFP

Ms Baldwin said: "I am a deeply protective mother, moved to take direct action in a desperate bid to force this suicidal system to change in time to limit the climate crisis worsening and slipping past the point of no return.

"Watching the news this summer was horrifying and heartbreaking, witnessing catastrophic climate impacts killing people on every continent of the globe."

Slalom canoeist Etienne Stott, 42, was an Olympic gold medallist at London 2012.



Timothy Baillie and Etienne Stott (right) of Great Britain picking up a silver medal in the 2013 Canoe Slalom World Cup, a year after Stott won gold at London 2012 | CREDIT: Thomas Lohnes/Getty

He was appointed Member of the Order of the British Empire (MBE) in the 2013 New Year Honours for services to canoeing.

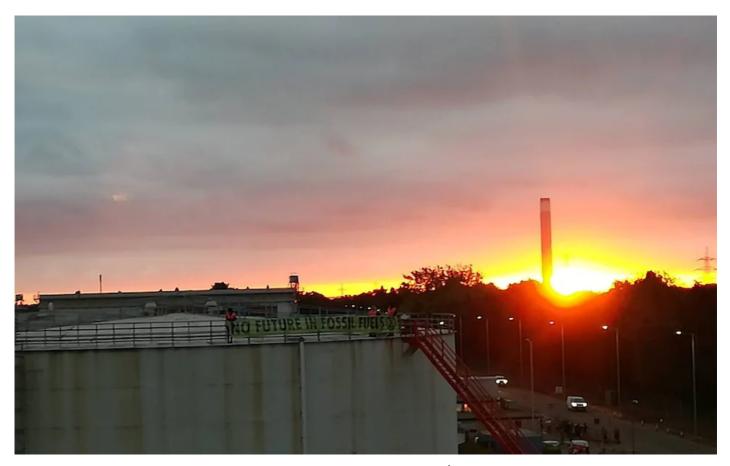
Mr Stott added: "I think it's totally wrong that oil companies continue to put their profits ahead of everyone's right to a future on a living planet.

"We need our government to rein in these rogue companies as a matter of urgency and show to the world ahead of COP26 that the UK is prepared to take a genuine leadership position."

The environmental group - responsible for shutting down roads and bridges in London last year - said that ahead of COP26 it was "demanding that the UK Government listens to the people and stops all fossil fuel investments now".

A spokesman said that campaigners "condemned the massive expansion of diesel production facilities at Fawley", adding: "ExxonMobil has known the devastating effects of fossil fuel production on the environment for over 40 years, but instead of acting responsibly on that knowledge, they've spent tens of millions funding climate denial and misinformation and obstructing a transition to cleaner energy sources."

The protest, in pictures



The activists say they broke in by cutting electric fences whilst it was still dark | CREDIT: Extinction Rebellion



Activists climbing the ladders of the silo at the oil refinery | CREDIT: Extinction Rebellion



Protesters on top of the oil silo | CREDIT: Extinction Rebellion

ExxonMobil agrees that climate change risk warrants action

An ExxonMobil spokesman said: "ExxonMobil believes that climate change risks warrant action and it's going to take all of us — business, governments and consumers — to make meaningful progress.

"Our focus includes reducing our emissions, helping consumers reduce their emissions, and developing lower-emission energy solutions, including energy efficiency initiatives, biofuels, flare reduction and carbon capture and storage (CCS).

"At Fawley, we are also directly helping motorists and farmers to reduce their emissions through the manufacturing of lower carbon fuels, and we are also producing the lubricants and chemicals that support lower emissions by use across a range of applications such as wind turbines and electric vehicles.

"Furthermore, our chemicals play a vital role in our daily lives from medical equipment, to clothing, cleaning materials and healthcare products.

"We respect the right to peaceful protest, but our priority is the safety of our people, our neighbours and our operations and we are working with Hampshire Police to ensure this is maintained.

"ExxonMobil Fawley continues to operate safely and is not experiencing any impact on production.

"We apologise to anyone from the local community or beyond experiencing any inconvenience resulting from the actions at Fawley today of this group."

A Hampshire Police spokesman said: "Officers attended Fawley Refinery after reports of a protest, which were received just before 7am today.

"Everyone has the right to free speech and protest. However, officers will take necessary action against the few who deliberately choose to act outside the law.

"Police will work to ensure the health and safety of people at these locations, and to minimise the impact on the local community.

"The protesters left just after 3pm."

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Extinction Rebellion











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In pictures as Fawley Extinction Rebellion protestors climb onto large 50ft oil silos during demonstration

Among the protestors in and around the site are British Olympians Laura Baldwin and Etienne Stott

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1 COMMENT

By Robert Edwards Reporter

11:53, 28 OCT 2021



Protestors this morning on top of an oil silo (Image: XR Media)

Aerial photographs have shown daring Extinction Rebellion protestors sat on top of a large 50ft oil silo at the Fawley oil refinery.

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READ MORE: Extinction Rebellion launch protest at Fawley Refinery - live updates

The protestors, who include British Olympians Laura Baldwin and Etienne Stott, are also calling for ExxonMobil to stop its major expansion plans at Fawley Oil Refinery.

Around 15 Extinction Rebellion activists gained entry to the site early this morning, under the cover of darkness, cutting the electrified perimeter fences surrounding the terminal and spreading across the site in small groups to lock on to structures across the site.

Seven of the protestors scaled two 50 foot oil silos and unfurled two banners that proclaim: "Climate Emergency" and "No Future in Fossil Fuels".

Another group of activists has formed a blockade outside the main entrance to the site.

ExxonMobil has responded to the protest apologising to anyone experiencing any inconvenience resulting from the actions at Fawley.

Find out how you can get more HampshireLive news straight to your inbox HERE.



1 of 6

Privacy ers hang banners on top of a silo at Fawley Oil refinery



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British Olympians Laura Baldwin and Etienne Stott are among those protesting (Image: XR Media)



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Activists gained entry to the site early this morning (Image: XR Media)

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Extinction Rebellion protesters take fossil fuels fight to Fawley Refinery

EXTINCTION Rebellion protesters descended on Fawley Refinery this morning (Thursday) as part of their ongoing campaign against the use of fossil fuels.

Traffic delays were reported along the A326 Hythe bypass as the activists broke into the ExxonMobil site around 6.30am, waving banners and towing a pink boat emblazoned with the words "Act now".

Hampshire police are at the scene and in its surrounding area, with the force vowing to take action against those who "choose to act outside the law".



The activists' latest demonstration – which included British Olympians Laura Baldwin and Etienne Stott – was publicised with images posted on the Extinction Rebellion South East UK Twitter page.

LEARN MORE



Sailor Laura Baldwin and gold medal-winning canoeist Etienne Stott (photo: @XrSouthEastUK)

One tweet said: "At first light Extinction Rebellion activists break into ExxonMobil's oil refinery in Fawley, just three days before COP26 demanding the UK government listens to the people and stops all fossil fuel investments."

The COP26 UN summit is taking place in Glasgow from Sunday to 12th November, with world leaders coming together to discuss how they can address climate change.



Photo: @XrSouthEastUK

Protesters blocked the refinery's main gate with the boat named Beverly Geronimo in honour of a 27-year-old activist who was shot dead in the Philippines in 2018.

LEARN MORE



In a statement, an ExxonMobil spokesperson said its team was working with police to ensure everyone's safety during the demonstration.

"ExxonMobil believes that climate change risks warrant action and it's going to take all of us – business, governments and consumers – to make meaningful progress," the spokesperson said.

LEARN MORE



Photo: @XrSouthEastUK

"Our focus includes reducing our emissions, helping consumers reduce their emissions, and developing lower-emission energy solutions, including energy efficiency initiatives, biofuels, flare reduction and carbon capture and storage (CCS)."

The spokesperson explained the firm was helping motorists and farmers reduce emissions by manufacturing lower carbon fuels, while it also produced lubricants and chemicals to support lower emissions.

"Furthermore, our chemicals play a vital role in our daily lives from medical equipment, to clothing, cleaning materials and healthcare products," the spokesperson continued.



Photo: @XrSouthEastUK

"We respect the right to peaceful protest, but our priority is the safety of our people, our neighbours and our operations and we are working with Hampshire police to ensure this is maintained.

"ExxonMobil Fawley continues to operate safely and is not experiencing any impact on production."



QUEEN'S BENCH DIVISION

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- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

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AM9

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Defendants

AM10

This is the exhibit marked "AM10" referred to in the First Witness Statement of Anthony Milne.



- 1. Home
- 2. News
- 3. Hampshire News
- 4. Farnborough

Extinction Rebellion protestors blockade Farnborough's Queen Elizabeth Park ahead of Esso pipeline work - recap

Vegetation clearance work was due to begin today for the Southampton to Heathrow pipeline

hampshirelive



Protestors blockade the entrance to Queen Elizabeth Park (Image: XR South East UK)

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Protestors from Extinction Rebellion blockaded the entrance to a Hampshire park on Wednesday (February 2) on the day work was set to begin in preparation for a new aviation fuel pipeline.

Members of the South East branch of the group descended on <u>Farnborough</u>'s Queen Elizabeth Park on Wednesday (February 2) on the same day <u>ExxonMobil works to prepare the land for an Esso pipeline</u> were due to begin.

The pipeline is being built to transport fuel from Southampton to Heathrow.

READ MORE: <u>Esso pipeline</u>: <u>Oil company to start work after Farnborough Queen</u> <u>Elizabeth Park concerns</u>

Protestors could be seen blockading the entrance to the site as they protest against the plans and the much-wider issue of fossil fuels.

Hampshire Constabulary also attended however protestors left shortly after they arrived.

A spokesperson for Esso said: "We (Esso) respect the right to peaceful protest and our priority is the safety of all concerned, so we ceased all work temporarily. Once we have established the safety of all concerned we will re-start the works – which includes removing invasive rhododendron. In Queen Elizabeth Park, we are installing the replacement pipeline next to the existing one.

"This requires the removal of 30 non mature trees, all of which will be replaced with native species and looked after for 5 years. This project will keep 100 tankers off the road each day."

HampshireLive provided information in the live blog below.

Find out how you can get more HampshireLive news straight to your inbox <u>HERE.</u> **KEY EVENTS**

- Esso 'respect the right to peaceful protest' and 'ceased all work temporarily' for 'safety of all concerned'14:09
- Trucks 'drove off' after seeing Extinction Rebellion protestors12:38
- Video shows protestors at scene as workers arrive12:25
- Protestors blockade Farnborough's Queen Elizabeth Park12:22

14:17







₹ protestors were in Queen Elizabeth Park, Farnborough (Image: XR)

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138212091369

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Go

inction Rebellion (XR) members were in Farnborough, protesting against a new pipeline being built through a country park.

The group is accusing Esso of causing damage to Queen Elizabeth Park in Farnborough, with work on a **90-kilometre fuel pipeline running directly through Hampshire** underway.

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Friends of Queen Elizabeth Park, set up in 2019, previously told HampshireLive that it is "concerned" over certain aspects of the clearance

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k planned ahead of the installation of the new aviation fuel pipeline.

npshire Police attended the scene confirming a "peaceful protest" was carried out. Esso has been contacted for a statement following protest.

provided updates via the blog below.

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KEY EVENTS



The protest comes to an end

13:07

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e protest comes to an end

nfirmed by Extinction Rebellion, today's protest in Farnborough has come to an end.

re is a statement provided by Hampshire Constabulary:

We can confirm that officers attended Queen Elizabeth Park in Farnborough, where a peaceful protest was taking place this morning.

138212091369

Everyone has the right to free speech and protest and officers were at the scene to monitor the situation. We have a long history of facilitating peaceful protests and upholding the right to protest, while balancing it with the rights of others, keeping the public safe, preventing crime and disorder and seeking to minimise disruption.

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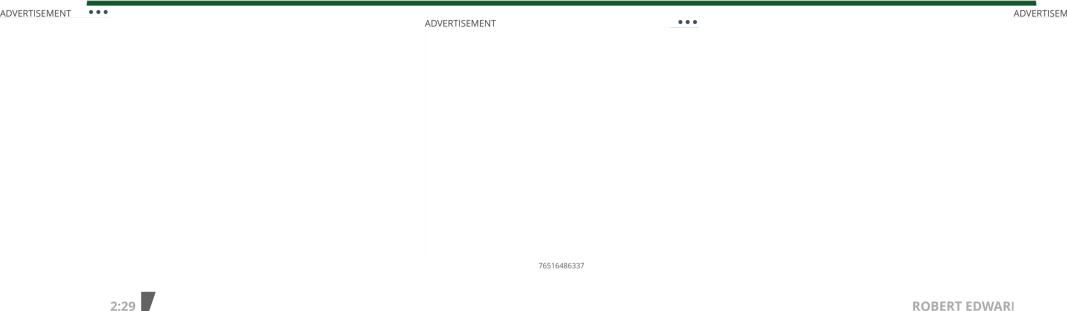
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Line-up of amazing FREE events begins!

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ur consultations held on route of pipeline

o previously said more than 1,400 people, including local organisations and landowners, took place in four consultations in deciding the route of the pipeline.

dded that its pipelines are "a safe, secure and low impact method of transporting fuel" to the UK's busiest airports and, once installed, be "a quiet neighbour".

XR Fleet, Farnborough, Camberley & Aldershot. @XR FFC

y

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ESSO are building a new pipeline to carry fuel from Fawley oil refinery to Heathrow.

They are cutting down trees in Queen Elizabeth Park,

565

4





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, we might have been partially successful in that but not to the level we wanted to be because they are still going to be moving a number rees and clearing quite a large space all with the purpose of digging their trench through the park.

understand the group is not part of protests today.

f ¥ Comments

1:41

uch a horrible sound in such a beautiful place'

focus of the protest today is the decision to remove trees in Queen Elizabeth Park.

o has been contacted regarding the fierce opposition this morning.

f ♥ Comments

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ore details on the Esso pipeline

evelopment Consent Order for the Esso pipelir ustrial Strategy Secretary Alok Sharma in Octob London, was granted by Business, Energy and

project will see 90km of a 105km pipeline that runs from Esso's refinery in Fawley up to a storage facility in Hounslow replaced.

plans have been a particularly contentious issue for North Hampshire residents and local MPs since being finalised in 2017, mainly due to plans have been a particularly contentious issue for North Hampshire residents and local MPs since being finalised in 2017, mainly due to plans have been a particularly contentious issue for North Hampshire residents and local MPs since being finalised in 2017, mainly due to plans have been a particularly contentious issue for North Hampshire residents and local MPs since being finalised in 2017, mainly due to plans have been approximate to the plans have been approximate to the plans have been approximated to the plant have been app he route of the pipeline running through Queen Elizabeth Park in **Farnborough** and the impact of a loss of trees.

can read the full story below:

<u>Permission granted for huge 95km Esso Southampton to London pipeline through Hampshire</u>

Comments

lice on the scene

have approached Hampshire Constabulary for more details on the protest taking place in Farnborough this morning.





ROBERT EDWARI

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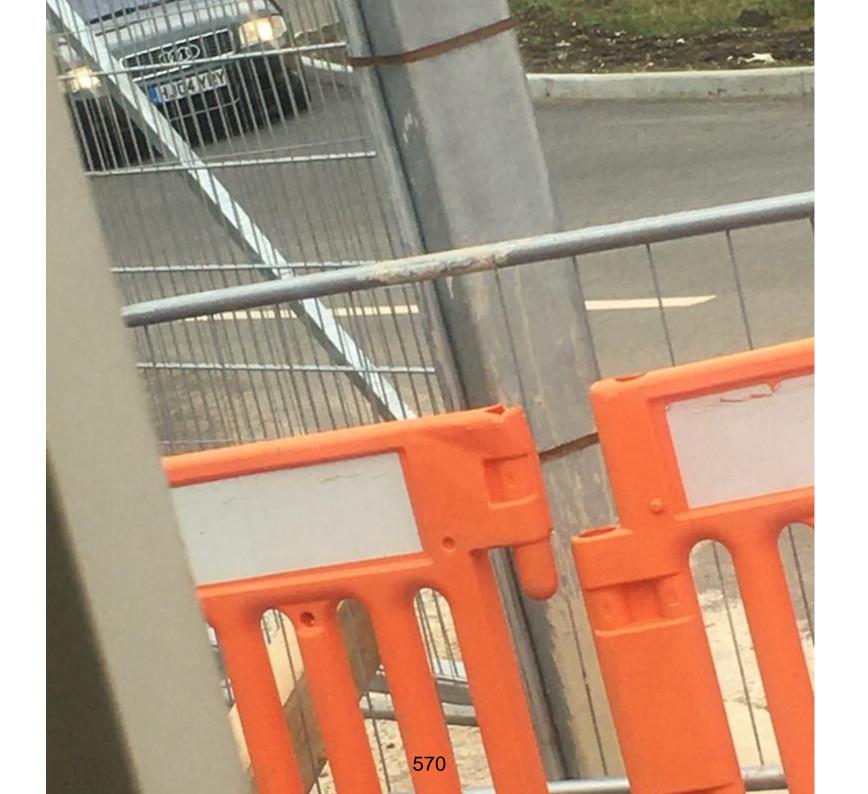
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Defendants

AM11

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Defendants

AM12

This is the exhibit marked "AM12" referred to in the First Witness Statement of Anthony Milne.



Environmental activism

Climate activists plan direct action against UK oil infrastructure

Just Stop Oil campaign to target petrol stations, fuel depots and refineries to demand end to fossil fuel investment

Damien Gayle

y @damiengayle

Mon 14 Feb 2022 15.30 GMT

Activists fronting a new campaign masterminded by Roger Hallam, the strategist behind <u>Extinction Rebellion</u> and Insulate Britain, have said they are now preparing to move beyond protest and "into civil resistance".

Two young supporters of Just Stop Oil went to Downing Street on Monday morning, where they delivered an ultimatum to ministers calling for an immediate end to new fossil fuel investments.

"If you do not provide such assurance by 14 March 2022 it will be our duty to intervene - to prevent the ultimate crime against our country, humanity and life on earth," said the letter, read out at the gates and delivered by hand.

The Guardian understands that the intention is to take direct action against Britain's oil infrastructure - from petrol stations to fuel depots and refineries.

In a brief speech to reporters, Louis McKechnie, 21, who was recently released from jail for taking part in court injunction-breaking road blockades with Insulate Britain, said: "We know what needs to be done, it's simple, just stop oil. Right now they are doing the opposite."

For weeks Hallam and other supporters of the campaign, seen as a successor to Insulate Britain, have been touring universities calling on students to sign up. Unlike Insulate Britain, which was predominantly composed of older activists, including several over 70, Just Stop Oil is intended as a youth-led campaign.



Roger Hallam, the strategist behind Extinction Rebellion and Insulate Britain, has masterminded the Just Stop Oil campaign. Photograph: Guy Bell/Rex/Shutterstock

Hallam told students at Glasgow University last month they "had to become revolutionaries" to avert climate disaster. The Guardian understands that hundreds of activists have signed up and said they were willing to be arrested as part of the campaign.

Jess Causby, 25, a supporter of the campaign, said it would involve an escalation of tactics compared with recent environmental protests.

"Just Stop Oil has seen that if we want to really protect ourselves and everything around us then we need to move beyond this protest stuff which people have been doing with Extinction Rebellion and Insulate Britain, and then we need to move forward into civil resistance," Causby said. "What that actually means is stopping pointing out what the government should or shouldn't be doing [and instead] actively stopping government doing what they shouldn't be."

Causby said the campaign had taken inspiration from fuel protests 22 years ago, when hauliers used lorries to blockade oil refineries and fuel depots. She said: "We have been demanding [action on climate change] for years now and we're continuously disappointed with their empty promises and lack of action. So now we're taking it into our own hands and we're going to stop them because we have no choice."

Activists from the campaign were giving about 20 to 30 talks a week, Causby said.

The Guardian has contacted the Department for Business, Energy and Industrial Strategy for comment.

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As 2022 begins, there's a new year resolution we'd like you to consider. Tens of millions have placed their trust in the Guardian's fearless journalism since we started publishing 200 years ago, turning to us in moments of crisis, uncertainty, solidarity and hope. We'd like to invite you to join more than 1.5 million supporters, from 180 countries, who now power us financially - keeping us open to all, and fiercely independent.

Unlike many others, the Guardian has no shareholders and no billionaire owner. Just the determination and passion to deliver high-impact global reporting, always free from commercial or political influence. Reporting like this is vital for democracy, for fairness and to demand better from the powerful.

And we provide all this for free, for everyone to read. We do this because we believe in information equality. Greater numbers of people can keep track of the global events shaping our world, understand their impact on people and communities, and become inspired to take meaningful action. Millions can benefit from open access to quality, truthful news, regardless of their ability to pay for it.

If there were ever a time to join us, it is now. Every contribution, however big or small, powers our journalism and sustains our future. Support the Guardian from as little as £1 - it only takes a minute. If you can, please consider supporting us with a regular amount each month. Thank you.

QUEEN'S BENCH DIVISION

BETWEEN:

- (1) ESSO PETROLEUM COMPANY, LIMITED
- (2) EXXONMOBIL CHEMICAL LIMITED

Claimants

- and -

- (1) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER OR REMAIN (WITHOUT THE CONSENT OF THE FIRST CLAIMANT) UPON ANY OF THE FOLLOWING SITES ("THE SITES")
- (A) THE OIL REFINERY AND JETTY AT THE PETROCHEMICAL PLANT, MARSH LANE, SOUTHAMPTON SO45 1TH (AS SHOWN EDGED RED ON THE ATTACHED 'FAWLEY PLAN')
 - (B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN EDGED RED ON THE ATTACHED 'HYTHE PLAN')
- (C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')
- (D) BIRMINGHAM OIL TERMINAL, TYBURN ROAD, BIRMINGHAM B24 8HJ (AS SHOWN EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')
- (E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN EDGED RED ON THE ATATCHED 'PURFLEET PLAN')
- (F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')
 - (G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')
- (H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED RED ON THE ATTACHED "ALTON COMPOUND PLAN"
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- (3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES

Defendants	D	ef	е	n	d	a	n	ts
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AM13

This is the exhibit marked "AM13" referred to in the First Witness Statement of Anthony Milne.



The Rt Hon Boris Johnson MP Prime Minister 10 Downing Street London SW1A 2AA

8 March 2022

Dear Prime Minister,

We write with one simple question. As humanity faces its greatest challenge in the climate and ecological emergency, will you step up and be the leader your country and the world needs, or will you stand by and watch all we hold dear be lost?

Last week's report from the Intergovernmental Panel on Climate Change makes the situation we face crystal clear: "Any further delay in concerted anticipatory global action on adaptation and mitigation will miss a brief and rapidly closing window of opportunity to secure a liveable and sustainable future for all."

Every day the UK government fails to act makes our common future more bleak, our prospects more terrifying. And you know this. You have understood implicitly the path our planet is on since Sir Patrick Vallance, Government Chief Scientific Adviser presented the facts to you on 28 January 2020.

As Prime Minister of the United Kingdom of Great Britain and Northern Ireland you have a solemn responsibility to protect the people you represent.

As one of the largest and longest-industrialised economies in the world, with an unsurpassed history of colonial extraction, Britain has a solemn responsibility to move first, faster, and further than is currently thought possible. The age of telling ourselves that industry and Empire make Britain great is long gone. In 2022 our only hope of greatness lies in what we now decide to do.



The initial step is as obvious as it is crucial: to stop all new fossil fuel investments and licences immediately, and to stop subsidising fossil fuels NOW. The fossil fuel era is over and the first step to recovery and adaptation is to admit this fact.

Many in your government understand the severity and urgency of the situation. The Environment Agency put it bluntly in its October 2021 report: *Adapt or Die.* What will your decision be Prime Minister?

The ordinary people of this country have risen to the challenge of national crises before, and we are going to do it again. We are not afraid to do our bit, but we are tired of paying for the decisions of those in positions of power. We have had enough of your inability to take responsibility.

We must take that responsibility. We must stop the harm being caused today by fossil fuels: the environmental destruction, the conflict they underpin. We must stop the harm that is disproportionately affecting the Global South. We must stop the harm before we have any hope of beginning the repair.

This is why Extinction Rebellion is returning to the streets on 9 April 2022, with an immediate demand to end the fossil fuel economy. Either you do what the entire scientific community and International Energy Agency is telling us we need to do to save humanity, and stop all new fossil fuel investments immediately, or we are going to do what you refuse to do. We're going to stop the UK oil flow, and bring the country with us.

We do not want to take this course of action, we have much nicer things we'd rather be getting on with. We are just ordinary people from all walks of life – from schoolchildren to scientists, doctors to van drivers, united by one thing: we are terrified. Should you agree to the above, and end the fossil fuel economy before April, we will happily stay home with our loved ones.

We both know that everything is going to change. But also that everyone is capable of change. Even you, Prime Minister.

So be the change. Tell the truth. Act now.

Most respectfully, Extinction Rebellion UK



QUEEN'S BENCH DIVISION

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Defendants

AM14

This is the exhibit marked "AM14" referred to in the First Witness Statement of Anthony Milne.



The Rt Hon Boris Johnson MP Prime Minister 10 Downing Street London SW1A 2AA

8 March 2022

Dear Prime Minister,

We write with one simple question. As humanity faces its greatest challenge in the climate and ecological emergency, will you step up and be the leader your country and the world needs, or will you stand by and watch all we hold dear be lost?

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QUEEN'S BENCH DIVISION

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Defendants

AM15

This is the exhibit marked "AM15" referred to in the First Witness Statement of Anthony Milne.

ESSO PETROLEUM COMPANY, LIMITED

Witness Statement of Stuart Wortley dated [
Witness Statement of George Milne dated [

Important Notice High Court of Justice - Claim No QB-2020-002702

On [], an injunction was made by the High Court of Justice prohibiting anyone from entering on or remaining at any part of [] without the owners' permission. Anyone in breach of the injunction will be in contempt of court and may be imprisoned, fined or have their assets seized.
This means that you must not go beyond this notice and enter this construction site without permission. If you do, you may be sent to prison or have your assets seized.
Copies of the documents listed below may be viewed at:- https://www.esso.co.uk/injunction
Copies may also be obtained from [] or by contacting Stuart Wortley of Eversheds Sutherland LL on 07712 881393 or by email stuartwortley@eversheds-sutherland.com
 Court Order dated [] Claim Form + Particulars of Claim. Application notice dated []