IN THE HIGH COURT OF JUSTICE **CLAIM NO QB-2022-001098**
KING'S BENCH DIVISION

B E T W E E N:

(1) ESSO PETROLEUM COMPANY, LIMITED
(2) EXXONMOBILE 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 FOR IDENTIFICATION EDGED RED AND GREEN BUT EXCLUDING THOSE AREAS EDGED BLUE ON THE 'FAWLEY PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)

(B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE 'HYTHE PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)

(C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE 'AVONMOUTH PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)

(D) BIRMINGHAM OIL TERMINAL, WOOD LANE, BIRMINGHAM B24 8DN (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE 'BIRMINGHAM PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)

(E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN FOR IDENTIFICATION EDGED RED AND GREEN BROWN ON THE 'PURFLEET PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)

(F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE 'WEST LONDON PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)

(G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE 'HARTLAND PARK PLAN' ATTACHED TO THE PARTICULARS OF CLAIM)

(H) ALTON COMPOUND, PUMPING STATION, A31, HOLYBOURNE (AS SHOWN EDGED FOR IDENTIFICATION RED ON THE "ALTON COMPOUND PLAN" ATTACHED TO THE PARTICULARS OF CLAIM

(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 FOR IDENTIFICATION 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 (WHERE "SITES" FOR THIS PURPOSE DOES NOT INCLUDE THE AREA EDGED BROWN ON THE PURFLEET PLAN)

(4) PAUL BARNES

(5) DIANA HEKT

Defendants

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10 JULY 2023

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HM Land Registry

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"

5 (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.

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A: Property Register continued

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

A: Property Register continued

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 .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.

7 (13.01.1997) A Conveyance of the land edged and numbered 21 in blue on

Title number HP528736

A: Property Register continued

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

A: Property Register continued

good and substantial repair and condition to the satisfaction in all respects of the 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

A: Property Register continued

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

(3) 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

A: Property Register continued

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 this Conveyance:

.....
..

"the Rights Granted" means the rights set out in the Second Schedule.

.....
..

"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

A: Property Register continued

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

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

Title number HP528736

A: Property Register continued

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

3. 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

A: Property Register continued

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:-

THE FOURTH SCHEDULE above referred to

Title number HP528736

C: Charges Register continued

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.

5 (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

C: Charges Register continued

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

C: Charges Register continued

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

C: Charges Register continued

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.

C: Charges Register continued

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

C: Charges Register continued

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.

C: Charges Register continued

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):-

"WHEREAS :

.....
..

The parties hereto have agreed that a sewer or drain of a nominal diameter not exceeding 675 millimetres shall be laid across or under (as the case may be) the said land the course of such sewer or drain being shown on the attached plan by a red line

.....
..

the Owner as Beneficial Owner hereby grants unto the Grantee

(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

C: Charges Register continued

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

(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

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C: Charges Register continued

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.

C: Charges Register continued

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.

45 (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

1 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.

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

Title number HP528736

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"

4 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"

6 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"

10 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."

11 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

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.

13 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

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	13.01.1997 Edged and numbered 2 and 3 in yellow	Cadland Park Estate and sewage disposal unit	15.03.1951 80 years from 1.1.1951	HP688726

NOTE: The lease dated 15 March 1951 referred to above has been determined as to the following properties:-

13 Cadland Park
42 Cadland Park
50 Cadland Park
41 Cadland Park
7 Cadland Park
9 Cadland Park

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee'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 11 Cadland Park 25 Cadland Park 12 Cadland Park 58 Cadland Park 22 Cadland Park 18 Cadland Park 8 Cadland Park 21 Cadland Park 39 Cadland Park 55 Cadland Park 52 Cadland Park 4 Cadland Park 53 Cadland Park 32 Cadland Park 28 Cadland Park 51 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	HP247057
3	13.01.1997 given edged and numbered 16 in yellow NOTE 1: By a Deed dated 17 July 1959 made between (1) Gemec Limited (2) Union Carbide Limited and (3) Esso Petroleum Company Limited the terms of the Lease were varied. *NOTE 2: Copy filed* NOTE 3: By a Deed dated 29 June 1992 made between (1) Esso Petroleum Company Limited and (2) Hythe Chemicals Limited the terms of the Lease were further varied. *NOTE 4: Copy filed*	Land works at Charlstown Road, Fawley	01.04.1958 999 years from 25.3.1958	none
4	13.01.1997 Edged and numbered 10 in yellow NOTE: The Lease includes a right of way over the roadway tinted blue between points AAA-BBB-CCC-DDD-EEE	Part of Electricity Substation site at the Oil Refinery, Fawley	17.07.1959 99 years from 1.1.1958	HP750429
5	13.01.1997 Edged and numbered 10 and 12 in yellow NOTE: The Lease is supplemental to the Lease dated 17 July 1959 referred to above	Part of an Electricity Substation site at the Oil Refinery, Fawley	19.07.1962 99 years from 1.1.1958	HP750429
6	13.01.1997 Edged and numbered 13 in yellow NOTE: The Lease is supplemental to the Lease dated 17 July 1959 referred to above.	Part of Electricity Substation site at the Oil Refinery, Fawley	17.05.1966 99 years from 1.1.1958	HP750429
7	13.01.1997	Part of Electricity	31.10.1967	HP750429

Title number HP528736

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	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.			
	NOTE 2: The Lease includes rights of way over the roadways tinted blue between points AAA-BBB-FFF-DDD, EEE and III-JJJ on the tile plan and a surrender of the right of way over the roadway tinted blue between BBB-CCC-DDD.			
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	HP750428
	NOTE: The Lease includes a right of way over the roadway tinted blue between points GGG-HHH on the title plan.			
9	13.01.1997 Edged and numbered 17 in yellow	Part of foreshore at Fawley	05.06.1968 999 years from 25.3.1958	
	NOTE: The Lease includes an option for the Lessee to determine the term as therein mentioned			
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 Lease is supplemental to the Lease dated 4 December 1951 referred to in item 3 above			
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	
	NOTE 1: The Lease includes the right to lay gas mains and ancillary apparatus in the land in this title and a right of way over Cadland Road and the road accesses to the compound on the filed plan.			
	NOTE 2: The Lease includes mutual options to determine the term as therein mentioned			
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	HP355057
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	HP429186
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	HP452789
	NOTE: This Lease is supplemental to the Lease dated 6 May 1988 referred to in item 13 above			
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	HP478394
	NOTE: This Lease is supplemental to the Lease dated 2 June 1900 referred to in item 1 above			
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	HP516698

Schedule of notices of leases continued

	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	HP613137
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	HP626910
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 31.3.2006 to 30.3.2016	HP677058
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 25.8.2006 to 24.8.2026	HP679181
22	30.06.2010 Edged and numbered 32 in yellow	Land on the west side of New Road, Hardley, Hythe.	22.06.2010 10 years from and including 1.1.2010	HP728373
	NOTE: NOTE: During the subsistence of this lease, the lease dated 6 September 2002 referred to above takes effect as an underlease.			
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	HP752459
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	HP781396
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

Title number HP528736

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	marked PP-QQ			
28	22.11.2017 Edged and numbered 34 in yellow	Land on the north east side of Charleston Road	10.11.2017 from 18 August 2016 and ending on 25 February 2029	HP813000

End of register

HM Land Registry

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.

3 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

Title number HP528740

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 (3) Esso Petroleum Company Limited
	Term	: 81 years expiring on 5 July 2049
	Rent	: £75
	Plan reference	: Tinted mauve
	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

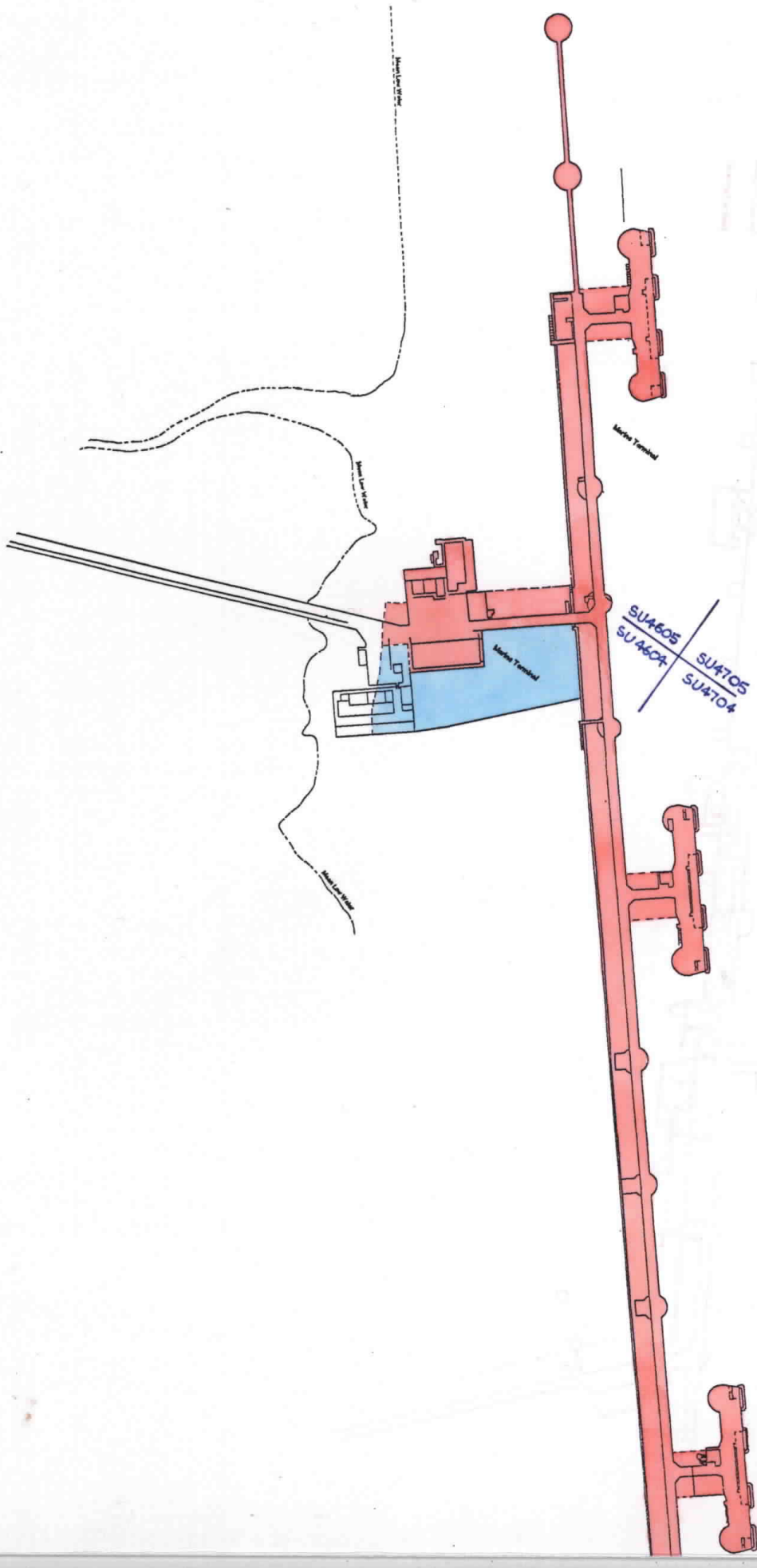
1 (13.01.1997) PROPRIETOR: ESSO PETROLEUM COMPANY, LIMITED (Co. Regn. No. 26538) of ExxonMobil House, Ermyn Way, Leatherhead, Surrey, KT22 8ux.

End of register

H.M. LAND REGISTRY

TITLE NUMBER	
HP 528740	

ORDNANCE SURVEY PLAN REFERENCE	SU4605 SU4705 SU4604 SU4704	Scale 1/2500
ADMINISTRATIVE AREA: HAMPSHIRE: NEW FOREST		©Crown Copyright



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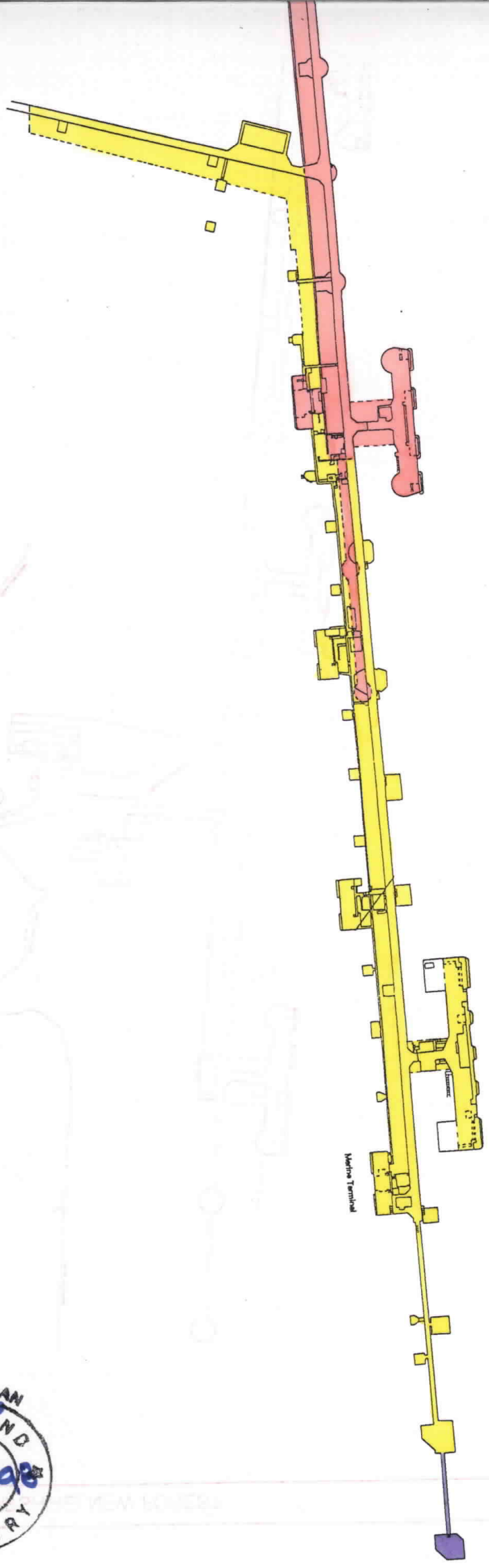

FILED PLAN
H.M. LAND
5.2.98
REGISTRY

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(1)

PRINCIPAL LEASE
28 August 1975

Dated: 28th August 1975

ESSO PETROLEUM COMPANY, LIMITED

to

ESSO CHEMICAL, LIMITED

LEASE

of

Land at Fawley, Hampshire

From: 1 January 1971

Term: 99 years

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

THIS LEASE is made the Twenty-eighth day of August 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.

(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

(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 sig

(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

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

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

same Area as the Lessees may designate.

(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:)

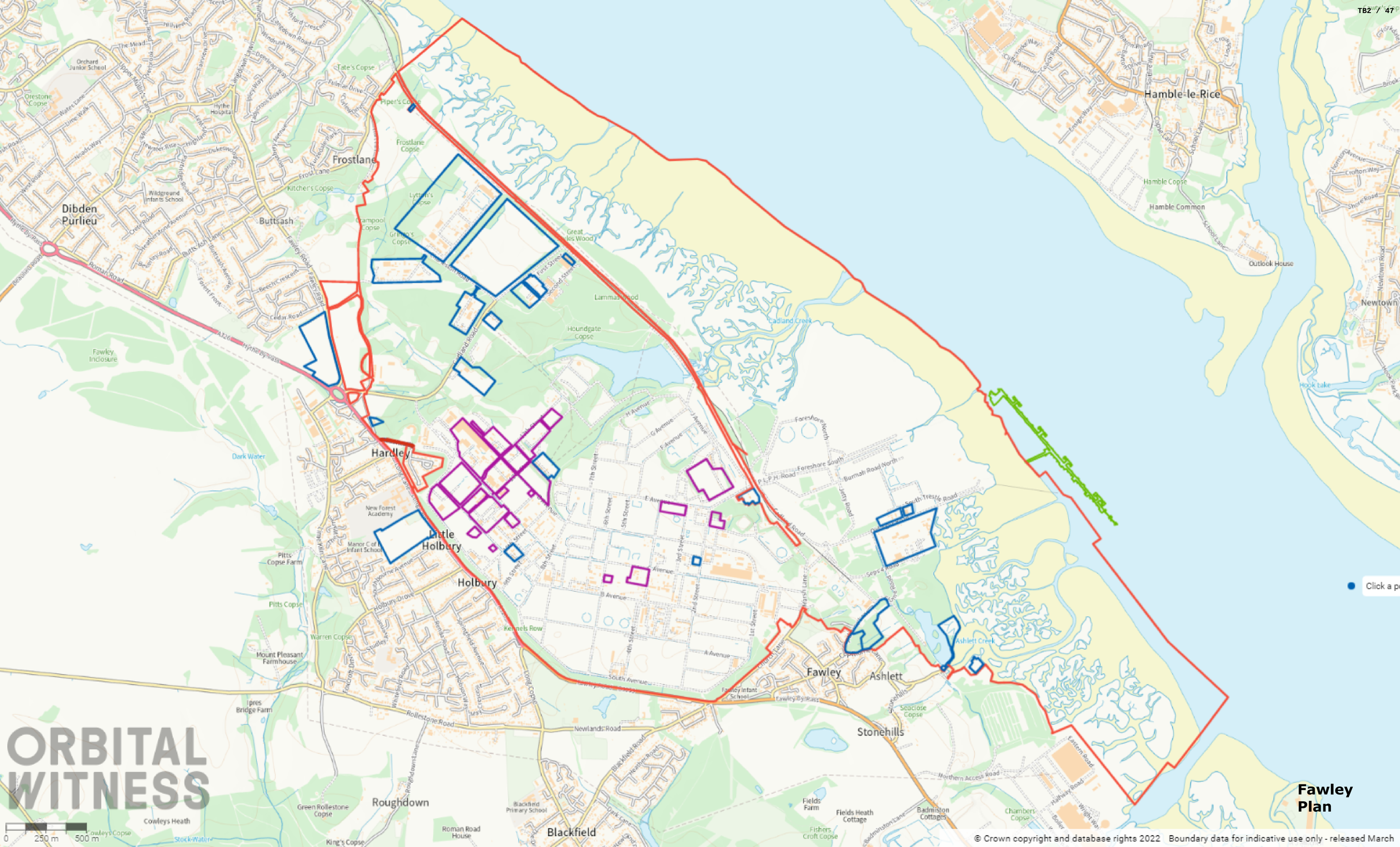
William Barnes Director

ASST Secretary

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

Director

Secretary


Hamble-le-Rice
Hamble Common
Outlook House
Newtown
Hook lake
Dibden Purlieu
Buttsash
Frostlane
Frostlane Copse
Tate's Copse
Piper's Copse
Kitcher's Copse
Lytton's Copse
Crampool Copse
Grimp's Copse
Great Ides Wood
Lammas Wood
Houndgate Copse
Cadland Creek
Fawley Inclosure
Hardley
Little Holbury
Holbury
Dark Water
Pitts Copse Farm
Pitts Copse
Warren Copse
Mount Pleasant Farmhouse
Ipres Bridge Farm
Rollestone Road
Newlands Road
Roughdown
Green Rollestone Copse
Cowleys Heath
King's Copse
Roman Road House
Blackfield
Blackfield Primary School
Fawley
Ashlett
Ashlett Creek
Stonehills
Seaclose Copse
Fields Farm
Fields Heath Cottage
Badminston Cottages
Fishers Croft Copse
Chambers Copse
Foreshore North
Foreshore South
Burmah Road North
South Trestle Road
Northern Access Road
Eastern Road
Halfway Road
Fawley Infant School
Manor C of E Infant School
New Forest Academy
Wildground Infants School
Orchard Junior School
Hythe Hospital
Orestone Copse
Tanglewood Way
Deerleap Way
Hillview Road
Frost Lane
Hythe Bypass
A326
Roman Road
Forest Front
Cadland Road
Dark Lane
Blackfield Road
Heather Road
Long Copse
Kennels Row
Marsh Lane
Church Lane
Fawley By-Pass
Sea Front
Shore Road
Newtown Road
Crofton Way
Hamble Copse
School Lane
Click a p
0
250 m
500 m
ORBITAL WITNESS
Fawley Plan
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Hardley Lane
Fawley Road
Hythe By-Pass
A326
Cadland Road
New Road
Forest Lane
Roman Road
Long Lane
Old School Close
Religious Grounds
Click a point
ORBITAL WITNESS
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Hythe Plan
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ORBITAL WITNESS

0 250 m 500 m

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0 25m 50m
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HM Land Registry

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.

Title number BL105954

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 £320 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 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.

5 (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

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.

E1 0569LGJ/007

9.4.2008

THE BRISTOL PORT COMPANY

DATED 22 January 2008

SEQ95

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

WE CERTIFY THIS TO BE A TRUE AND COMPLETE PHOTOGRAPHIC COPY OF THE ORIGINAL after removal of all the prejudicial information within the meaning of rule 131, Land Registration Rules 2003
Lawrence Graham LLP
LAWRENCE GRAHAM LLP SOLICITORS
4 MORE LONDON RIVERSIDE LONDON SE1 2AU
DATE 24 January 2008

LG

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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**	:	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	**Rights of acquisition etc**		
LR9.1	**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

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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);

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"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 other oils and fuels and their constituent parts shown coloured blue and pink on ~~the~~ Plans 1 and 3 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~~ Plan 2 or such of them as the context requires;
"Group Company"	:	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"	:	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 1" : the plan annexed and numbered 39201E L1;
"Plan 2" : the plan annexed and numbered 39201E L2;
"Plan 3" : the plan annexed and numbered 39201E L3;

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"~~	~~:~~	~~the plan annexed;~~ LGLLP
"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;
"Premises"	:	all the land and premises at Holesmouth, Avonmouth and shown ~~coloured red~~ edged red and coloured salmon pink on ~~the~~ Plan 2 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; LGLLP
"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

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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;

1.2 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;

1.4 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;

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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

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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~~ Plan Y and the ramped crossings and concrete platforms indicated on ~~the~~ Plan 2. 2

IGLLP

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**

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.

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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.

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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

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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 Lease 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, non-observance 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

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(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

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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

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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

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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

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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**

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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,

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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

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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:

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4.1 **Quiet enjoyment**

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.

4.2 **Headlease**

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**

5 PROVISOS, AGREEMENTS AND DECLARATIONS

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:

5.1.1 all or any part of the rents or other sums payable under this Lease are unpaid for twenty eight days after becoming payable (in the case of rent whether formally or legally demanded or not); or

5.1.2 the Tenant fails to perform or observe any of the covenants or conditions on its part in this Lease (notwithstanding waiver of any previous or other default); or

5.1.3 an encumbrancer takes possession or an administrative receiver or receiver is appointed of the Premises or the whole of the undertaking or property of the Tenant; or

5.1.4 an order is made by the court for the winding-up of the Tenant or a resolution 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

5.1.5 the Tenant becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or a proposal is made for a voluntary arrangement or for a scheme of arrangement; or

5.1.6 the Tenant permits any execution or distress to be levied on any goods for the time being in the Premises; or

5.1.7 the Tenant (not being a company) applies for an interim order or suffers a 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;

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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

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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.

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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.

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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:

1 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:

2.1 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~~ Plan 2;

2.2 the access road shown coloured green on ~~the~~ Plan 2 subject 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

2.3 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

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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);

4.3 to lay, use, inspect, maintain, repair and renew on the Port Land in such positions as 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;

4.4 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~~ Plan 3;

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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

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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;

5 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;

6 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;

7 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;

8 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:

8.1 on foot and with motor vehicles to and from the Gates marked 'Emergency Access 1', 'Emergency Access 2' and 'Emergency Access 3' on ~~the~~ Plan 1 and 2

8.2 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

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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;

9 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);

10 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

10.2 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);

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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.

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SCHEDULE 2

(Reservations and exceptions)

1 The rights reserved by the Disclosed Headlease and the right for the Landlord and all persons authorised by the Landlord:

1.1 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;

1.2 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:

1.2.1 inspecting, maintaining, repairing, cleansing, renewing or connecting to or 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 re-located 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);

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1.5 to use the roadway shown coloured green on the 2 Plan and 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

1.6 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

1.7 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.

2 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.

3 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.

2 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

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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.

3 None of the following shall release or in any way lessen or affect the liability of the Tenant [or the Surety]:

3.1 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;

3.2 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;

3.4 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;

3.5 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;

3.6 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

3.8 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).

4 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.

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

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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.130m^2 (built 1976).
A.5	1 x Hose Store, a single storey building of precast concrete modular construction with pitched roof. Area ca. 36m^2, (built 1990).
A.6	1 x Vehicle Wash Bay (redundant, to be demolished), a single storey canopy of bolter steel 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 241m total length, straddling 5 equal vertical steel towers with each leg bolted to individual 0.5m square) concrete foundation pads (built 1976)
A.9	1 x Entrance gate, to include tarmac area of ca.20m^2 and concrete area of ca. 10m^2 (built ca.1990)
A.10	Approximately 200 small concrete pads, each approximately 0.5m^2 to which the numerous 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 support plinths for numerous small pieces of ancillary equipment and many of which were installed after 1985.
B	**Above ground storage tanks** Above ground storage tanks used for the storing product. In terms of construction, all cone

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	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)

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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)
C	**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	8685 Marker Tank, Cubic, 3ft x 3ft x 3ft, (built 1994)
C.12	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

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	• 188m of 6" flanged steel pipework • 291m of 8 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 • 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

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	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)
F.8	PU049 Product Pump, Centrifugal, (installed 1958)

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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.

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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)
H	**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

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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:
I.1	Level alarms
I.2	Flow Monitoring and Control systems
I.3	Pressure Monitoring and Control systems
I.4	Product Measurement systems
I.5	Fire Detection systems
I.6	Oil Detection systems
I.7	Emergency Shutdown systems
I.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)

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J.4	14 Emergency Shutdown and Fire call points (built 1993).
J.5	1 x Foam deluge system (built 1998)
K	**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 is 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.
N.1	2 x Air compressors, and switchover system

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N.2	Smallbore air piping system to tank farms.
N.3	5 Air cylinders, each bolted to a concrete pad ca. $1m^2$
O	**Electrical system**
O.1	1 x transformer, within fenced compounds. Each transformer being mounted on a small concrete plinth, (built 1970).
O.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.$10m^2$
O.4	South Site Switch Gear installed 1994
O.5	Domestic boiler house switch gear installed 1980
O.6	North site switch gear installed 1988
O.7	Fuel Oil Switch gear installed 1974
O.8	Pipeline switch gear installed 1974
O.9	Fire pump house switch gear installed 1993
O.10	Compressor house switch gear installed 2006
O.11	TMC switch gear installed 1980
O.12	VRU switch gear installed 2005.
P	**Pipeline to Chittening Warth**
P.1	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.
P.2	1 block and plate with guide
P.3	3 steel pipe supports
P.4	75 T supports on concrete block in ground
P.5	5 welded anchors bolted to concrete surface blocks
P.6	3 expansion loops bolted to concrete base sunk in ground
P.7	121 bar and rebar on surface type 1
P.8	14 bar and rebar on surface type 2
P.9	1 girder rhine crossing resting on concrete bases
P.10	1 clamp to surface block ex Texaco pipe support
P.11	1 pipe bridge rhine crossing ex Texaco pipe bridge

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

Director

Director

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

Director

Director/Secretary

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N

Pipe crosses under railtrack.

Emergency Access 1

Pedestrian Gate 5

Emergency Access 2

Rev	Date	Details	Drawn
E	JAN 08	3x1:2500 layouts added	EJM

ESSO AVONMOUTH DOCK LEASE PLAN

THE BRISTOL PORT COMPANY
St.Andrew's House St.Andrew's Road Avonmouth
Bristol BS11 9DQ
Tel: 0117 982 0000 Fax: 0117 982 0698 Telex: 44240
E-Mail: enquiries@bristolport.co.uk

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Date	Scale	Drawn
JAN 08	1:2500	EJM

Drawing No. 39201E L3 A1

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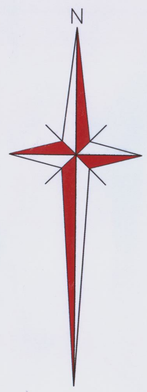

Emergency Access 1

Pedestrian Gate 5

Emergency Access 2

Pedestrian Gate 4

RAMP

Emergency Access 3

Holesmouth Gate

Rev	Date	Details	Drawn
E	JAN 08	3x1:2500 layouts added	EJM

ESSO AVONMOUTH DOCK LEASE PLAN

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Date	Scale	Drawn
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Drawing No. 39201E L2 | A1

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Holesmouth Gate

Emergency Access 3

RAMP

Pedestrian Gate 4

N

ESSO
AVONMOUTH DOCK
LEASE PLAN

Rev	Date	Details	Drawn
E	JAN 08	3x1:2500 layouts added	EJM

THE BRISTOL PORT COMPANY
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JAN 08	1:2500	EJM

Drawing No. 392016 L1 | A1

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ORBITAL WITNESS
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THE BRISTOL PORT COMPANY

DATED 10 August 2022

UNDERLEASE

TO

ESSO PETROLEUM COMPANY, LIMITED

OF

approximately 26.7 acres at Holesmouth, Avonmouth, Bristol

(A248)

We, Wedlake Bell LLP, certify that this is a copy of the underlease dated 10 August 2022 after removal of all the "prejudicial information" within the meaning of r.131 of the Land Registration Rules 2003 and (wherever appropriate) includes the words "excluded information" as required by r.136(2)(b), and that it is otherwise a true copy

Signature: Wedlake Bell LLP

Date: 23.08.22

Wedlake Bell

71 Queen Victoria Street
London
EC4V 4AY

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LAND REGISTRY PRESCRIBED PARTICULARS

LR1. Date of lease	10 August 2022
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 Level 8, 71 Queen Victoria Street, London EC4V 4AY **Tenant** **ESSO PETROLEUM COMPANY, LIMITED** (Company registration number 26538) whose registered office is at Ermyn House, Ermyn Way, Leatherhead, Surrey KT22 8UX **Surety** None
LR4. Property	land at Holesmouth, Avonmouth, Bristol as more particularly described in clause 1.1 at the definition of "Premises" (and 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	The term as specified in this lease at clause 1.1 at the definition "Term"
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc	LR9.1 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

THIS UNDERLEASE is made the 10th day of August 2022

BETWEEN:

1. **FIRST CORPORATE SHIPPING LIMITED** (trading as The Bristol Port Company) having its registered office at Level 8, 71 Queen Victoria Street, London EC4V 4AY 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 Ermyn 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"	:	an authorised guarantee agreement within section 16 of the 1995 Act and in the form set out in schedule 4;
"Authorised Use"	:	Excluded Information
"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 15 years starting on and including 10 August 2022 and ending on and including 9 August 2037;
"Disclosed Headlease"	:	Excluded Information
"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"	:	Excluded Information
"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;
"EPB Regulations"	:	Energy Performance of Buildings (England and Wales) Regulations 2012 (as amended, modified or re-enacted from time to time);
"EPC"	:	an energy performance certificate and recommendation report, as defined in the EPB Regulations;
"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 Plan 2;
"Group Company"	:	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"	:	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 Shipping Limited (2) wherever the context permits;
"Index"	:	Excluded Information

Plan 1

N

Pedestrian Gate 4

RAMP

Emergency Access 3

Holesmouth Gate

RAMP

ALL DIMENSIONS TO BE CONFIRMED ON SITE

Rev	Date	Details	Drawn

ESSO
AVONMOUTH DOCK
LEASE PLAN

THE BRISTOL PORT COMPANY
St.Andrew's House St.Andrew's Road Avonmouth
Bristol BS11 9DQ
Tel: 0117 982 0000 Fax: 0117 982 0698 Telex: 44240
E-Mail: enquiries@bristolport.co.uk
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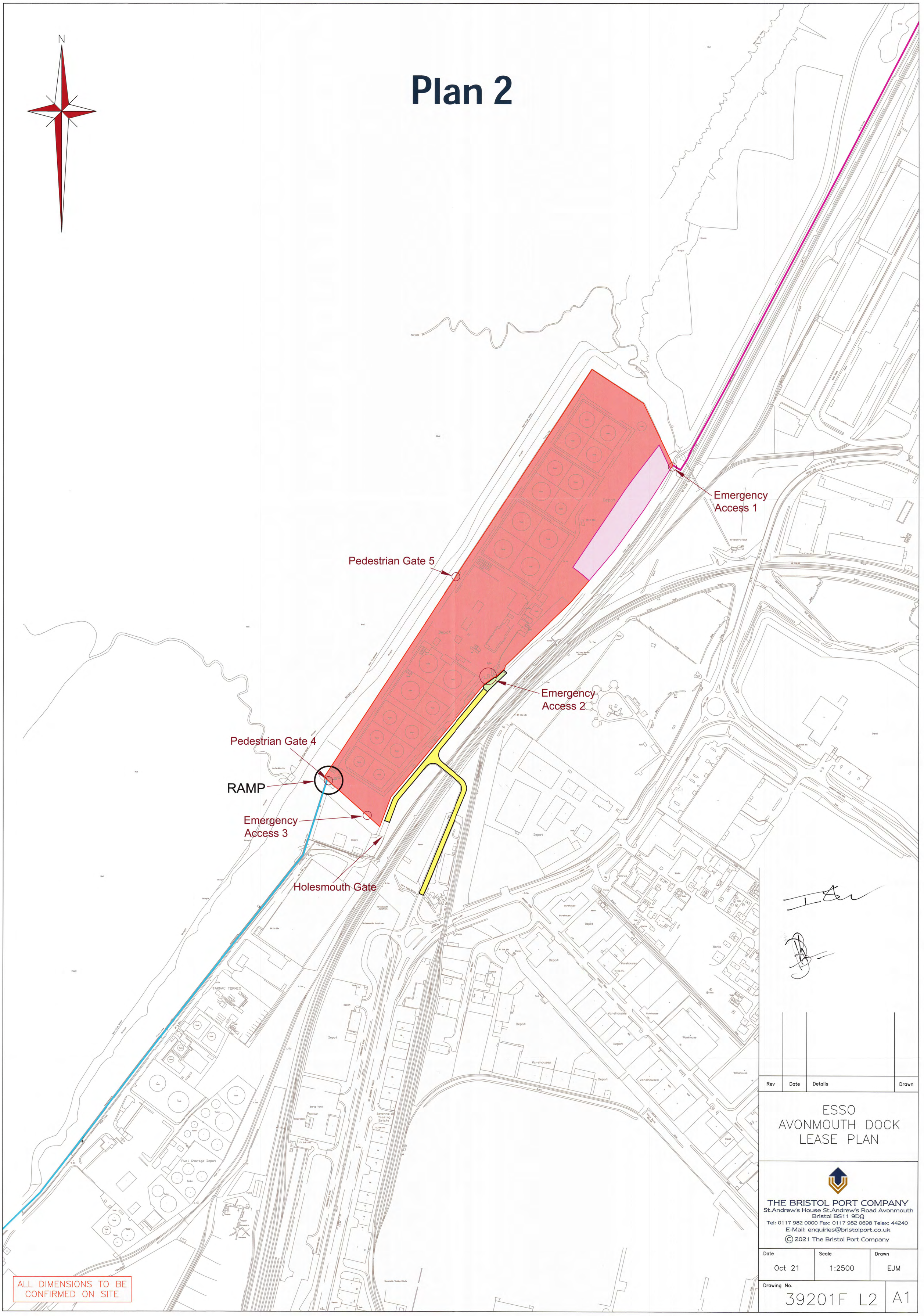
Date	Scale	Drawn
Oct 21	1:2500	EJM

Drawing No. 39201F L1 | A1

Plan 2



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Drawing No. 39201F L2 A1

Plan 3

N

ALL DIMENSIONS TO BE CONFIRMED ON SITE

Pipe crosses under railtrack.

Emergency Access 1

Emergency Access 2

Pedestrian Gate 5

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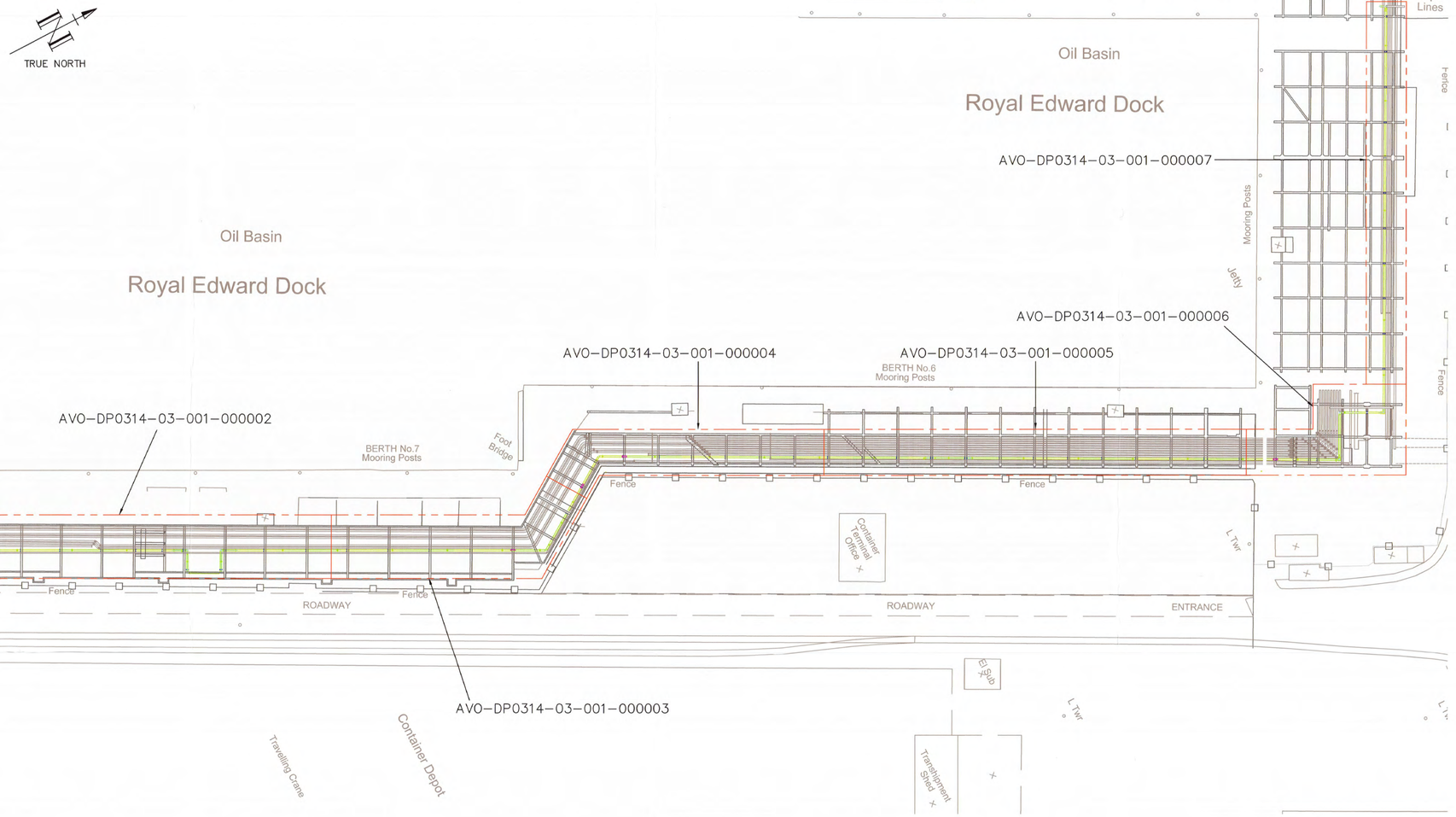
Drawing No. 39201F L3 A1

Plan 4



REF. DRAWINGS		
DO RECORD DRAWINGS REQUIRE MODIFICATION?	YES/NO:	NO

PLOT PLAN
UNDERGROUNDS
ENGINEERING FLOW PLAN
MATERIAL REQUISITION No.
OTHER

Rev.	Date	Description	By	Checked
C001	14/05/18	ISSUED FOR INFO ONLY.	CS	
A001	03/05/18	ISSUED FOR INFO ONLY.	CS	

GROUP	REVIEWED BY	SIGNATURE	DATE
PROJECT ENGINEER			
PROCESS ENGINEERING			
ELECTRICAL ENGINEER			
INSTRUMENT ENGINEER			
STRESS ENGINEER			
TERMINAL MANAGER			
DEPT. TERMINAL MANAGER			
CONSTRUCTABILITY			
INTEGRITY ENGINEER			
SSHE			
LEAD MAINTENANCE ENGINEER			
MARINE ENGINEERING MANAGER			
APPOINTED PROJECT ENGINEER			

CHANGES TO THE DESIGN ARE NOT PERMITTED BY SITE FORCES UNLESS FORMALLY APPROVED BY THE OWNER'S ENGINEER AND ORIGINATING DESIGN OFFICE.

Esso ExxonMobil

UK MIDSTREAM

ENGINEERING Dept. HYTHE TERMINAL
HANTS SO45 3NR

OIMS & CONTROLLED DRAWING FILES STORED AT FAWLEY

JOB TITLE	AVONMOUTH SHIPPING FSV PROJECT.
DRAWING TITLE	OVERVIEW OF BRISTOL PORT OIL BASIN. KEY PLAN.

Date	Drawn by	Job Number	Scale	Unit
21/03/18	C. Smith	B1.00502	1:100	BRISTOL PORT

Previous Drawing Number

DRAWING NUMBER

Block	PER	Discipline	Type	Sheet	Rev.
AVO	DP0314	03	001	000008	C001 A

DO NOT SCALE WORK TO DIMENSIONS ALL DIMENSIONS ARE IN MILLIMETRES UNDER NO CIRCUMSTANCES SHOULD THE INFORMATION GIVEN ON DRAWINGS MARKED DRAFT BE USED FOR FABRICATION OR FIELD ERECTION.

THIS DRAWING MUST ONLY BE UPDATED ON CAD. Autocad file: AVO–DP0314–03–001–000008.dwg. Last updated: 09/05/2018 by CSMITH3.

"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 National Westminster 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 reasonably specify having regard to then current interest rates;
"this Lease"	:	this underlease and (where the context admits) 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 either of them;
"Petroleum"	:	Excluded Information
"Pipelines"	:	Excluded Information
"Plan 1"	:	the plan annexed and labelled "Plan 1" and numbered 39201F L1;
"Plan 2"	:	the plan annexed and labelled "Plan 2" and numbered 39201F L2;
"Plan 3"	:	the plan annexed and labelled "Plan 3" and numbered 39201F L3;
"Plan 4"	:	the plan annexed and labelled "Plan 4" and numbered AVO DPO 314 03 001 00008 C001;
"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 as may be updated or amended;

"Port Land"	:	all the land and premises 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, and any land or premises belonging to the Landlord adjoining or neighbouring that land and premises;
"Premises"	:	approximately 26.7 acres of land and premises at Holesmouth, Avonmouth shown coloured red on Plan 2 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;
"President"	:	the president for the time being of the Institute of Chartered Accountants of England and Wales;
"Previous Lease"	:	an underlease dated 22 January 2008 and made between First Corporate Shipping Limited (1) and Esso Petroleum Company, Limited (2) of premises at Holesmouth, Avonmouth, Bristol and any document which was supplemental or collateral or which was been entered into pursuant to or in accordance with the terms of that underlease including the Deed of Variation dated 12 January 2021 and entered into between the same parties;
"Quarter Days"	:	25 March, 24 June, 29 September and 21 December in each year;
"Retained Land"	:	The Retained Land 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 Landlord's surveyor for any purpose under this Lease and who shall be a Member or Fellow of the Royal Institution of Chartered Surveyors 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; and
"1995 Act"	:	the Landlord and Tenant (Covenants) Act 1995;

1.2 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 and, in the case of an individual, his or her personal representatives; the expression "Surety" means and includes any person from time to time guaranteeing the obligations of the Tenant under this Lease and, in the case of an individual, includes his or her personal representatives;

1.3 the expression "Premises" includes any part or parts of the Premises;

1.4 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 or the Surety is more than one person, the covenants given by the Tenant or the Surety are joint and several covenants;

1.8 any words following the terms "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 term preceding those terms;

1.9 references to persons include bodies corporate, firms, industrial and provident societies and unincorporated associations;

1.10 the singular includes the plural and vice versa;

1.11 clause and schedule headings are included for the convenience of the Parties only and do not affect its interpretation;

1.12 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;

1.13 any negative covenant by the Tenant includes a covenant not to permit and Excluded Information not to suffer the act or thing in question and any positive covenant by the Tenant includes a covenant to use its reasonable endeavours to procure that the act or thing in question is done;

1.14 reference to any right exercisable by the Landlord or by the Tenant includes (where appropriate) the exercise of that right:

1.14.1 (in the first case) by the Superior Landlord and all persons authorised by the Superior Landlord; and

1.14.2 (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;

1.15 reference to any consent or approval of or required from the Landlord:

1.15.1 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 Excluded Information ; and

1.15.2 means the prior written consent or approval (as appropriate) of the Landlord;

1.16 Excluded Information

1.17 Excluded Information

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 ancillary rights set out in schedule 1 but **EXCEPTING AND RESERVING** to the Landlord the rights and matters set out in schedule 2 **SUBJECT** to Excluded Information , the Tenant **PAYING** to the Landlord yearly during the Term (and proportionately for any part of a year) a **YEARLY RENT** of Excluded Information 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 Excluded Information 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 10 August 2022 to 28 September 2022 (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 or any dealing with its reversionary interest Excluded Information t

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 to them.

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 Excluded Information

3.2.4 To notify the relevant rating authority forthwith that the Tenant is the tenant under this Lease and to use all reasonable endeavours to procure the Tenant is listed on the relevant ratings list and assist the Landlord with any enquiries that it receives from the Valuation Office (or any successor ministry or department) in this regard.

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 structures labelled "Ramp" on Plan 1.

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 Excluded Information

3.4 **Alterations**

3.4.1 Excluded Information , not to make any material structural or external alteration or addition in or to the Premises:

(a) Excluded Information) without the Landlord's consent (such consent not to be unreasonably withheld or delayed) and to be by way of deed; 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.

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 Excluded Information

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 Excluded Information

3.4.7 Without detracting from the provisions of this clause 3.4:

(a) not to make any alterations which would have an adverse impact on the EPC rating in respect of the Premises; and

(b) not to install any electronic communications cabling, apparatus or wireless data services unless they are for the exclusive use of the Tenant in connection with its business at the Premises and in then only such location and on such terms as shall first be approved by the Landlord (such approval not to be unreasonably withheld). If approval is given the Tenant must pay the Landlord's and any telecommunications operator's costs in connection with entry into any applicable wayleave agreement and the Tenant must indemnify and keep the Landlord indemnified against any loss, costs, expenses or proceedings arising as a consequence of the installation and any breach by the telecommunications operator or the Tenant under any wayleave agreement.

3.4.8 If required by the Landlord and pursuant to the EPB Regulations, promptly on completion of any alterations to the Premises to obtain a valid EPC for the Premises.

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) 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**

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 Excluded Information

3.7 **Statutory requirements**

3.7.1 Excluded Information 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 Enactment during the Term.

3.7.2 Excluded Information

(a) Excluded Information

(b) Excluded Information

Excluded Information

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 Excluded Information

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 Excluded Information

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.

3.8.5 Without prejudice to any other provision of this Lease, the Tenant shall take all steps necessary to assume liability for, pay and discharge all charges, liabilities, proceedings, costs, claims, demands and expenses incurred or arising out of the Community Infrastructure Levy introduced by sections 205-225 of the Planning Act 2008 (and any charge tax or levy substituted for it and including related interest, penalties and surcharges) in so far as the same are incurred or arise by reason of or relate to any works, operations or other activities carried on by or on behalf of the Tenant at the Premises during the Term and shall keep the Landlord indemnified against the same.

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 Excluded Information

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 the 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 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) Excluded Information 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 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 Excluded Information

3.10.6 Excluded Information

3.10.7 Excluded Information

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 Excluded Information

3.12 **Pollution**

3.12.1 Excluded Information

3.12.2 Excluded Information

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 Excluded Information 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 Excluded Information 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, Excluded Information

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 and to be by way of deed) 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) Excluded Information

(b) Excluded Information

an Authorised Guarantee Agreement has not been delivered to the Landlord duly completed and executed by the Tenant and any guarantor to the Tenant; 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 (not being a Surety and such covenants 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, non-observance 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 enable it 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 and any Authorised Guarantee Agreement required by the Landlord pursuant to clause 3.17.5(c) 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 Excluded Information (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) Excluded Information and

(c) similar agreements, covenants and stipulations (mutatis mutandis) to those contained in this Lease including 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 Excluded Information 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) Excluded Information) 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 Excluded Information , 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 and to be by way of deed) 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 Excluded Information

3.17.15 Excluded Information

3.17.16 Excluded Information

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 (being not less than £60) for its registration.

3.19 **Energy efficiency**

3.19.1 To co-operate with the Landlord and any persons authorised by the Landlord to enable the Landlord to prepare an EPC if necessary to comply with its obligations under, and any requirements of, the EPB Regulations and any other Enactment relating to energy efficiency.

3.19.2 Not to do anything or omit to do anything which would detrimentally affect the energy performance rating specified in the latest EPC required under the EPB Regulations or any other Enactment relating to energy efficiency which is from time to time provided by the Landlord or otherwise in force in respect of the Premises.

3.19.3 To pay the costs and expenses properly incurred by the Landlord in connection with preparing, obtaining, commissioning or procuring an EPC in respect of the Premises (whether alone or with other premises) Excluded Information

3.19.4 In any situation where the Tenant prepares, obtains, commissions or procures an EPC in respect of the Premises within five days of its receipt provide the Landlord (free of charge) with a copy of that EPC and related information and (if not apparent from that copy) details of the reference number of that EPC.

3.20 **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.

3.21 **To yield up**

3.21.1 Excluded Information

3.21.2 Excluded Information

3.21.3 Excluded Information

3.21.4 Excluded Information

3.21.5 Forthwith after the end of the Term (notwithstanding that the Term has ended):

(a) to lodge an application with the Land Registry to close any title created in relation to this Lease and/or to cancel the note of this Lease and the easements granted to the Tenant in this Lease on the Landlord's title;

(b) deal with any requisitions raised by the Land Registry in connection with an application made pursuant to clause 3.21.5(a) promptly and properly; and

(c) inform the Landlord's solicitors at each stage when an application pursuant to clause 3.21.5(a) has been (i) made and (ii) completed.

3.21.6 Excluded Information

3.22 **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:

3.22.1 the preparation and/or service of any notice or proceedings 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;

3.22.2 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

3.22.3 the preparation and service of any schedule of dilapidations, whether during or Excluded Information after the end of the Term, and the supervision of any works carried out pursuant to any such schedule.

3.23 **Indemnity**

3.23.1 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.

3.23.2 Excluded Information

3.23.3 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 structures labelled "Ramp" on Plan 1 and 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 Excluded Information

Excluded Information

3.24 **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 Excluded Information

3.25 **Regulations**

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

3.26 **Exempt information document**

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

3.27 **Commercial terms**

3.27.1 Excluded Information

3.27.2 Excluded Information

(a) Excluded Information

(b) Excluded Information

(c) Excluded Information

Excluded Information

3.27.3 Excluded Information

(a) Excluded Information

(b) Excluded Information

3.27.4 Excluded Information

3.27.5 Excluded Information

3.27.6 Excluded Information

3.27.7 Excluded Information

(a) Excluded Information

(b) Excluded Information

(c) Excluded Information

(d) Excluded Information

(e) Excluded Information

3.27.8 Excluded Information

3.27.9 Excluded Information

3.27.10 Excluded Information

(a) Excluded Information

(b) Excluded Information

(c) Excluded Information

Excluded Information

3.28 **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 Excluded Information 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, altering, repairing, cleansing or maintaining any Conducting Media (excluding gas pipelines) in or under the Premises for the accommodation of such property, Excluded Information

3.29 **Excavations**

Not without the consent of the Landlord:

3.29.1 to make any excavation on the Premises Excluded Information

3.29.2 Excluded Information

3.30 **Removal of fixtures**

Excluded Information

3.31 **Goods in transit**

Excluded Information

3.32 **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 and 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.

3.33 **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.

3.34 **Provision of services**

Excluded Information

3.35 **Works to pipelines, *etc***

Excluded Information

3.36 **Fencing**

3.36.1 Excluded Information

3.36.2 Excluded Information

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

4.1 **Quiet enjoyment**

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.

4.2 **Headlease**

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**

Excluded Information

5. PROVISOS, AGREEMENTS AND DECLARATIONS

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:

5.1.1 all or any part of the rents or other sums payable under this Lease are unpaid Excluded Information

5.1.2 The Tenant fails to perform or observe any of the covenants or conditions on its part in this Lease (notwithstanding waiver of any previous or other default); or

5.1.3 an encumbrancer takes possession or an administrative receiver or receiver is appointed of the Premises or the whole of the undertaking or property of the Tenant; or

5.1.4 an order is made by the court for the winding-up of the Tenant or a resolution is passed by the shareholders of the Tenant for its winding-up, Excluded Information

5.1.5 the Tenant becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or a proposal is made for a voluntary arrangement or for a scheme of arrangement; or

5.1.6 the Tenant permits any execution to be levied on any goods for the time being in the Premises; or

5.1.7 the Tenant (not being a company) applies for an interim order or suffers a 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 **Settlement 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 decided by the Surveyor whose decision 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 decides. Excluded Information

5.7 **Index**

5.7.1 Excluded Information

5.7.2 Excluded Information

5.7.3 Excluded Information

Excluded Information

5.7.4 Excluded Information

5.7.5 Excluded Information

5.7.6 Excluded Information

5.7.7 Excluded Information

5.7.8 Excluded Information

5.7.9 Excluded Information

(a) Excluded Information

(b) Excluded Information

5.7.10 Excluded Information

5.8 **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.

5.9 **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.

5.10 **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 pre-paid recorded or special delivery post to the Landlord addressed to Wedlake Bell LLP of 71 Queen Victoria Street, London EC4V 4AY (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'.

5.11 **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.

5.12 **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.

5.13 **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.

5.14 **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.

5.15 **Determination**

Excluded Information

5.16 **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.

5.17 **Termination**

5.17.1 Excluded Information

5.17.2 Excluded Information

(a) Excluded Information

(b) Excluded Information

(i) Excluded Information

(ii) Excluded Information

5.17.3 Excluded Information

5.17.4 Excluded Information

(a) Excluded Information

(b) Excluded Information

(c) Excluded Information

Excluded Information

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 (in common with the Landlord and all others having a like right):

1. 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 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:

2.1 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 Plan 2;

2.2 the access road shown coloured green on Plan 2 subject 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

2.3 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:

2.3.1 should the road and bridge coloured yellow and / or the access road coloured green on Plan 2 become unusable the Landlord will designate an alternative means of access connecting the Premises to the public highway;

2.3.2 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 during the Term 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 relocated 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:

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);

4.3 to lay, use, inspect, maintain, repair and renew on the Port Land in such positions as 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/or 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;

4.4 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 Plan 3;

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;

5. 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;

6. 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;

7. 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;

8. 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:

8.1 on foot and with motor vehicles to and from the Gates marked 'Emergency Access 1', 'Emergency Access 2' and 'Emergency Access 3' on Plan 2; and

8.2 on foot only to and from Gates marked 'Pedestrian Gate 4' and 'Pedestrian Gate 5' on Plan 2

and for the purpose of this paragraph 8, such directions of the Landlord shall not 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;

9. 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 fifteen (15) 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);

10. 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

10.2 installing within the period of fifteen (15) 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

1. The rights reserved by the Disclosed Headlease and the right for the Landlord and all persons authorised by the Landlord:

1.1 to the free and uninterrupted passage and running of water, soil, silt, effluent, gas, oil, electricity, telephone and other services through the Conducting Media now or at any time during the Term in, under or upon the Premises;

1.2 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:

1.2.1 inspecting, maintaining, repairing, cleansing, renewing or connecting to or 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 re-located 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 preparing any EPC for the Premises; and

1.2.4 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 Plan 2 and the structures labelled "Ramp" on Plan 1 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

1.5.1 the Landlord shall be responsible for the cost of maintaining the roadway coloured green; and

1.5.2 the Landlord shall make a contribution towards the cost of maintaining the structures labelled "Ramp" on Plan 1 in proportion to the extent to which such structures 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;

1.6 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

1.7 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.

2. 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.

3. 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

1. Excluded Information

1.1 Excluded Information

1.2 Excluded Information

1.3 Excluded Information

1.4 Excluded Information

1.4.1 Excluded Information

1.4.2 Excluded Information

1.5 Excluded Information

1.6 Excluded Information

1.7 Excluded Information

1.8 Excluded Information

1.8.1 Excluded Information

1.8.2 Excluded Information

2. Excluded Information

3. Excluded Information

4. Excluded Information

5. Excluded Information

SCHEDULE 4 - AUTHORISED GUARANTEE AGREEMENT

THIS AUTHORISED GUARANTEE AGREEMENT is made on the day of

BETWEEN:

1. [■] of [■] (the "Tenant"); and

2. [■[■] of [■] (the "Surety"); and]

3. [■[■] of [■] (the "Landlord", which expression includes the person for the time being entitled to the reversion immediately expectant on the termination of the Term).

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 any period of holding over, continuation or extension whether by statute or otherwise; 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.

2. 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 perform and observe all the tenant's covenants and obligations on the part of the tenant and conditions contained in the Lease and that if at any time the Assignee fails to do so the Tenant will do so and will indemnify the Landlord against all losses, damages, costs and expenses arising or incurred by the Landlord as a result of such failure; 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.

3. None of the following shall release or in any way lessen or affect the liability of the Tenant [or the Surety]:

3.1 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;

3.2 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;

3.4 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;

3.5 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;

3.6 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

3.8 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); or

3.9 that part of the Premises shall have been surrendered, in which event the liability of the Tenant under this deed shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under section 140 of the Law of Property Act 1925.

4. The Tenant further covenants with the Landlord that following 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 Assignee, the Tenant shall not exercise any right or remedy that it may have (whether against the Assignee or any other person) in respect of any amount paid or other obligation performed by the Tenant under this deed unless and until all the obligations of the Tenant under this deed have been fully performed.

General provisions

5. 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.

6. The parties to this deed do not intend that any of its provisions confer rights on or are enforceable by any third party.

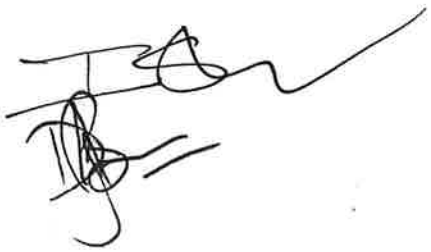
THIS AGREEMENT has been executed as a deed and is delivered on the date stated at the beginning of page 1.

SCHEDULE 5 – TENANT'S FIXTURES AND FITTINGS

The whole of this schedule (being 11 pages) is Excluded Information

EXECUTED as a **DEED** by)
FIRST CORPORATE SHIPPING LIMITED)
acting by two directors)

Signature of Director:



Signature of Director:

EXECUTED as a **DEED** by)
ESSO PETROLEUM COMPANY, LIMITED)
acting by a director and its secretary/two directors)

Signature of Director:

Signature of Secretary/Director:

HM Land Registry

Official copy of register of title

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.

3 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.

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 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.

1 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

396'0"

60.0

WM 180715

WK 156115

553'6"

Warehouse

Track

THE BOUNDARIES SHEWN BY DOTTED LINES HAVE BEEN PLOTTED FROM THE PLANS ON THE DEEDS AND ARE SUBJECT TO REVISION ON SURVEY.

Drain

284

+283

S Post

Boro Const & Ward Bdy

S Post

C R

Path

284

+285

Bromford Bridge Station

SB

Depot

T a m e

R i v e r

M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. WK33964

COUNTY OF WEST MIDLANDS

BIRMINGHAM DISTRICT

Scale 1/1250

County— ~~COUNTY BOROUGH OF~~ BIRMINGHAM

O.S. Sheet SP 1189 NE

J, T, & S./S

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H.M. LAND REGISTRY KW 7/66 PLANS BRANCH

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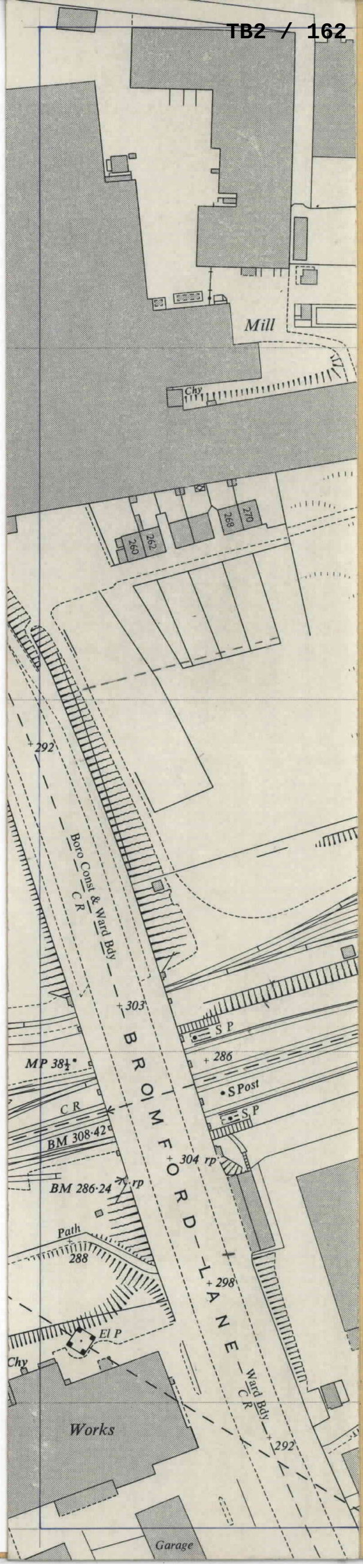

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HM Land Registry

Official copy of register of title

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.

1 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

ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	TITLE NUMBER	
	~~WARWICKSHIRE~~		WK 118802	
			NATIONAL GRID	SECTION
			SP 1190	

Scale: 1/1250

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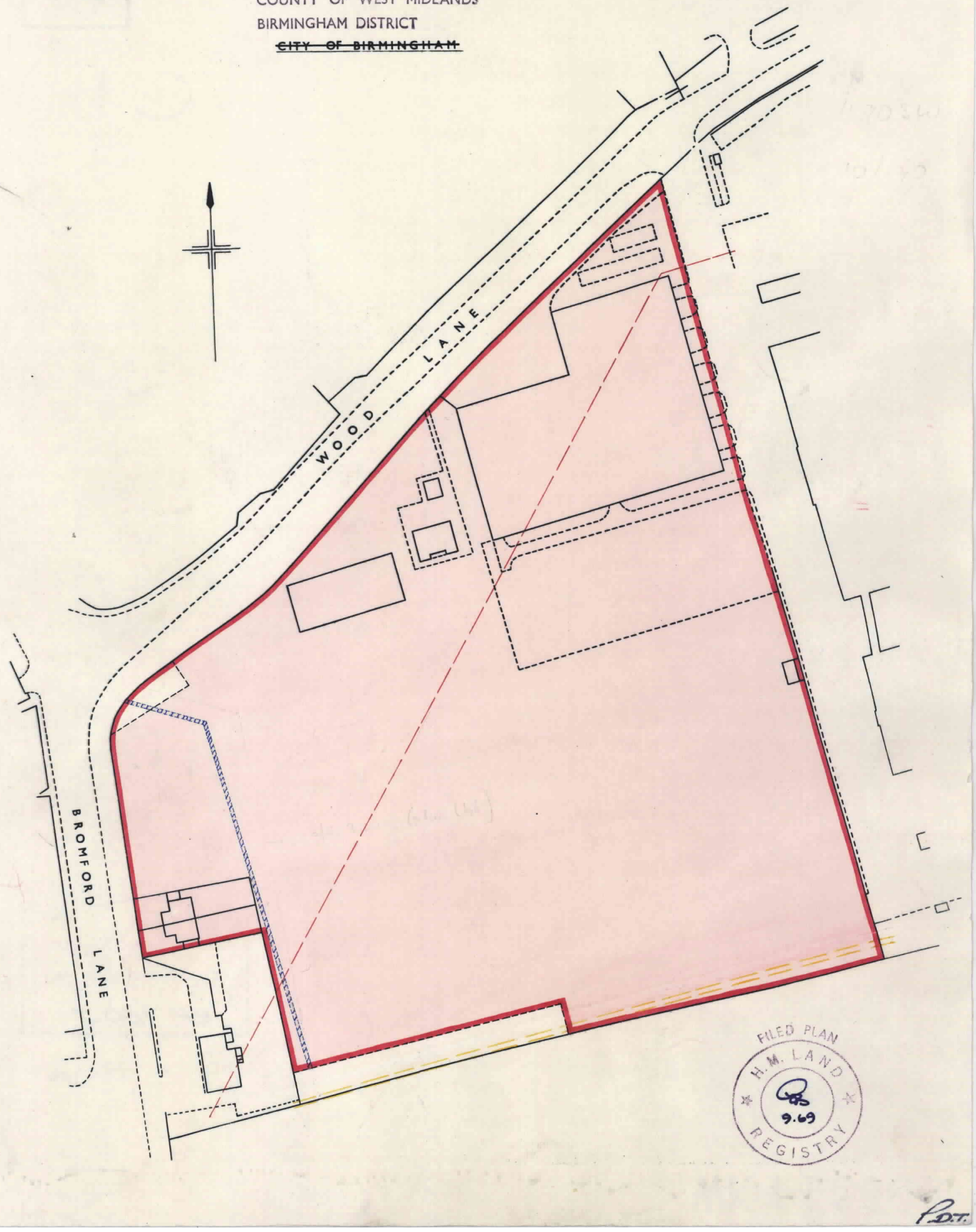
COUNTY OF WEST MIDLANDS
BIRMINGHAM DISTRICT
~~CITY OF BIRMINGHAM~~



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HM Land Registry

Official copy of register of title

Title number WK66930 | Edition date 14.02.2011

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- 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.

1 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

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

NATIONAL GRID PLAN SP1190 SECTION J

~~WARWICKSHIRE~~

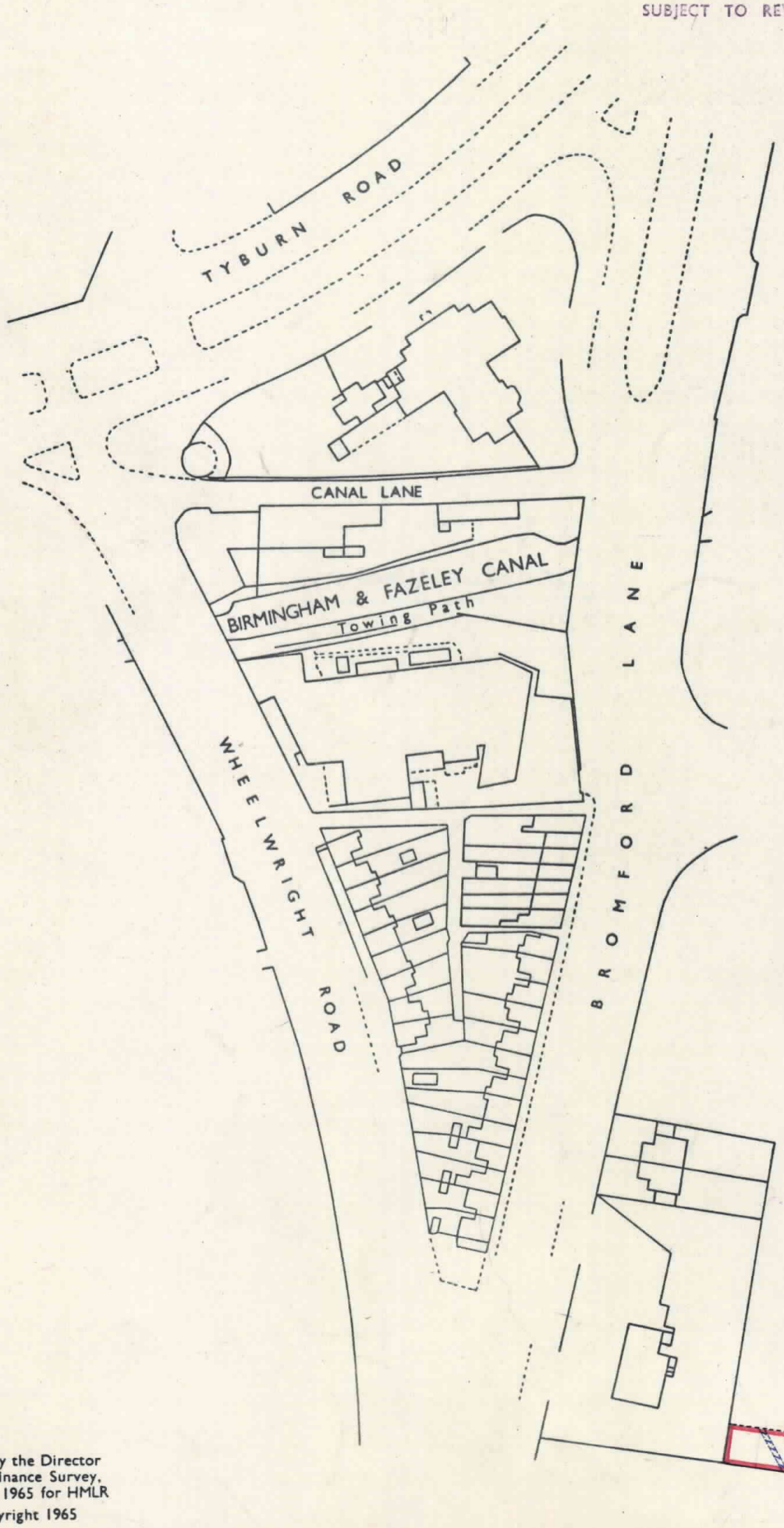
Scale 1/1250

COUNTY OF WEST MIDLANDS

BIRMINGHAM DISTRICT

~~CITY of BIRMINGHAM~~

THE BOUNDARIES SHEWN BY DOTTED LINES HAVE BEEN PLOTTED FROM THE PLANS ON THE DEEDS AND ARE SUBJECT TO REVISION ON SURVEY.



H.M. LAND REGISTRY
31.8.67.
PLANS BRANCH

Made and printed by the Director General of the Ordnance Survey, Chessington, Surrey. 1965 for HMLR

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Filed Plan of Title No. WK66930

This official copy is incomplete without the preceding notes page.

WK118802

WK66930

Depot

Depot

Depot

Depot

Oil Storage Depot

Hasthingwood Industrial Park

Works

Wood Lane

Montpelier Road

Montague Road

Tonbridge Road

Bloomford I

Canal Lane

Wheelwright Road

Birmingham and Fazeley Canal

Fort Parkway

M6

River Tame

Wroxton Way

Click a poi

Birmingham Plan

ORBITAL WITNESS

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WK118802

WK66930

Depot

Depot

Depot

Depot

Hastingwood Industrial Park

Works

Oil Storage Depot

Wood Lane

Montpelier Road

Tonbridge Road

Bromford

Canal Lane

Alleyne Road

Montague Road

Tyburn Road

Wheelwright Road

Birmingham and Fazeley Canal

Birmingham

Fort Parkway

M6

River Tame

97.1m

95.3m

93.2m

92.5m

92.2m

93.5m

92.9m

92.4m

92.3m

94.6m

94.8m

92.3m

95.5m

90.9m

90.5m

90.7m

90.4m

90.2m

90.5m

89.9m

88.7m

88.1m

89.0m

ORBITAL WITNESS

0 25 m 50 m

Birmingham
Plan B

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WK118802
WK66930
ORBITAL WITNESS
0 25m 50m
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Photograph 1

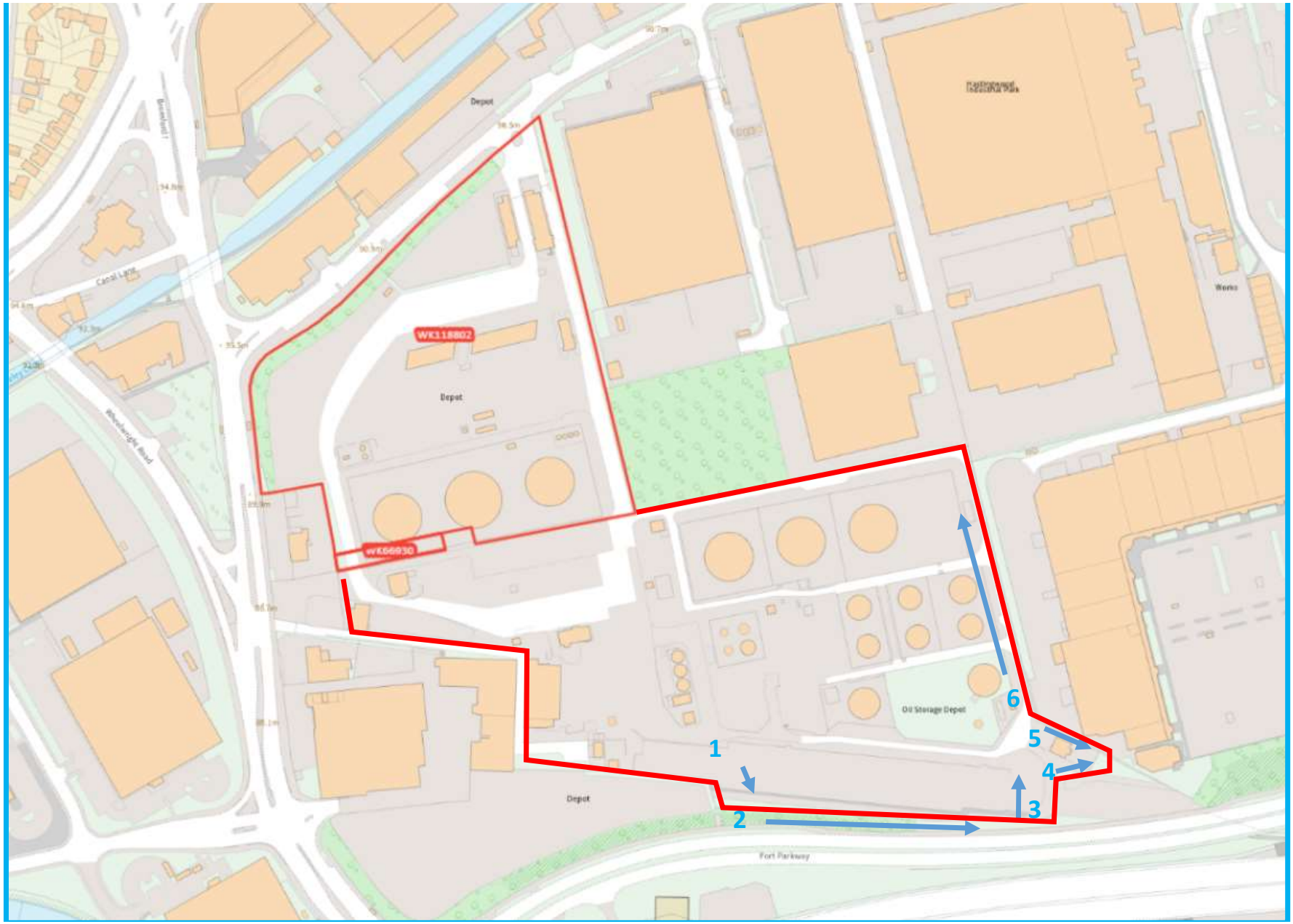
Photograph 2

*Photograph **3***

*Photograph **4***

*Photograph **5***

*Photograph **6***


WK118802
WK66930
Depot
Depot
Depot
Old Storage Depot
Works
Fort Parkway
1
2
3
4
5
6

Layout plan

These are the notes referred to on the following official copy

Title Number WM987233

The electronic official copy of the document follows this message.

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

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

9095

TB2 / 180

This Conveyance

THE SOLICITORS' STATIONERY SOCIETY LTD

INLAND REVENUE PRODUCED UNDER THE FINANCE ACT 1958

is made the thirty-first day of December One thousand nine hundred and fifty seven BETWEEN THE VALOR COMPANY LIMITED whose registered office is at Wood Lane Bromford Erdington in the City of Birmingham (hereinafter called "the Vendor") of the one part and ESSO PETROLEUM COMPANY LIMITED whose registered office is at 36 Queen Anne's Gate in the City of Westminster (hereinafter called "the Purchaser") of the other part

WHEREAS the Vendor is seised in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances of the property hereinafter described and has agreed with the Purchaser for the sale to it of the said property for a like estate at the price of One hundred and twenty seven thousand five hundred pounds

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the said sum of One hundred and twenty seven thousand five hundred pounds paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveyes unto the Purchaser ALL THOSE pieces of land situate at Bromford Erdington in the City of Birmingham bounded on the east by property belonging to the Dunlop Rubber Company Limited on the south by the Birmingham to Derby Line of British Railways (London Midland Region) and by property of the Birmingham Tame and Rea District Drainage Board on the South-West by property of the Rollason Wire Company Limited on the West by Bromford Lane and on the North by other property of the Vendors containing by admeasurement eighteen acres or thereabouts which said pieces of land are for the purpose of identification only more particularly delineated in the plan annexed hereto and thereon coloured brown and yellow Together with full right and liberty for the Purchaser and all persons companies and licensees authorised by it in common with others entitled to the like right for all purposes whatever connected with the use and enjoyment of the said land to pass and repass over and along the road marked "Right of road" coloured blue..... on the said plan from Bromford Lane to the point marked Y on the said plan the Purchaser keeping the said road in repair as an ashed roadway EXCEPTING AND RESERVING to the Vendor and its successors in title in fee simple of the right of free and uninterrupted passage and running of sub-soil and surface water only into and through the surface water drains and pipes coloured green on the

5'76

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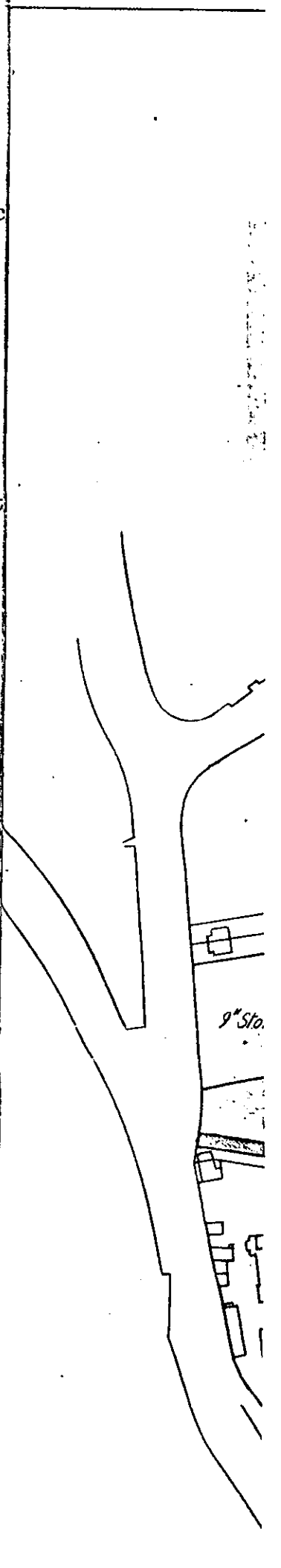
said plan with all easements rights and privileges proper for inspecting repairing and re-instating the same at such times and in such manner as the Purchaser may reasonably require PROVIDED that the Vendor be responsible for and make good any damage to the Purchaser's property whic may arise by reason of the exercise by it of such rights and PROVIDED ALSO that the Purchaser may at its own expense at any time on giving reasonable notice to the Vendor alter or vary the course or position of ay of the said water drains and pipes but not so as to impede the free passage and running of sub-soil and surface water as aforesaid TO HOLD the same unto the Purchaser in fee simple subject to but with the benefit of the various rights privileges easements covenants stipulations and reservations contained or referred to in the documents set out in the First Schedule hereto so far as the same are now subsisting and capable of taking effect and subject to the covenant by the Purchaser contained in clause 3 hereof -

2. THE Purchaser (with the object of affording to the Vendor a full indemnity in respect of any breach of any of the said rights privileges easements covenants stipulations and reservations but not further or otherwise) hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the same and keep the Vendor and its estate and effects indemnified against all actions claims demands and liability in respect thereof so far as the same are to be observed and performed and so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced

3. FOR the benefit and protection of the land on the northern boundary of the property hereby conveyed and so as to bind as far as may be the property hereby conveyed into whosesoever hands the same may come the Purchaser hereby covenants with the Vendor (but so that the Purchaser shall not be liable for a breach of this covenant occurring on or in respect of the property hereby conveyed or any part thereof after the Purchaser shall have parted with all interest therein) (a) to erect and maintain on the property hereby conveyed and on the northerly boundary thereof marked "T" on the said plan a good and sufficient boundary fence and (b) not while the Vendor is the owner of the property adjoining the property hereby conveyed to use or permit or suffer the use of the property hereby conveyed or any part thereof for the purpose of the manufacture of oil heaters or similar products or for any other purpose detrimental to the business of the Vendor -

4. THE Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Second Schedule hereto and



TRACED FR

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to delivery of copies thereof and undertakes with the Purchaser for the safe custody thereof

IN WITNESS whereof the Vendor and the Purchaser have caused their respective Common Seals to be hereunto affixed the day and year first above written

THE FIRST SCHEDULE above referred to

Date	Description	Parties
13th May 1920	CONVEYANCE (with Deed of Release dated 27th June 1927 endorsed thereon)	The Birmingham Tame and Rea District Drainage Board (1) the Valor Company Limited (2) Frank Henry Cufande Wiltshire (3)
31st December 1925	RELEASE	The Birmingham Tame and Rea District Drainage Board (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham (2) the Valor Company Limited (3)
19th March 1935	DEED	The Valor Company Limited (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham (2)
10th April 1942	DEED OF GRANT	The Valor Company Limited (1) Westminster Bank Limited (2) The Lord Mayor Aldermen and Citizens of the City of Birmingham (3)

THE SECOND SCHEDULE above referred to

Date	Description	Parties
13th May 1920	CONVEYANCE	The Birmingham Tame and Rea District Drainage Board (1) the Valor Company Limited (2) Frank Henry Cufande Wiltshire (3)
31st December 1925	RELEASE	The Birmingham Tame and Rea District Drainage Board (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham (2) The Valor Company Limited (3)
19th March 1935	DEED	The Valor Company Limited (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham (2)
11th February 1936	CONVEYANCE	The Valor Company Limited (1) Rolav Limited (2)
12th February 1936	DEBENTURE TRUST Deed (with Receipt dated 26th March 1947 endorsed)	Rolav Limited (1) Westminster Bank Limited (2)
28th February 1938	AGREEMENT	The Vendor (1) Westminster Bank Ltd.(2) The Lord Mayor Aldermen and Citizens of the City of Birmingham (3)

THE COMMON SEAL of the VALOR COMPANY LIMITED was hereunto affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of ESSO PETROLEUM COMPANY LIMITED was hereunto affixed in the presence of:-

Director

Secretary

This official copy is incomplete without the preceding notes page.

TB2 / 183

PHOTOGRAPHED

(1)

DATED 31st. December 1957.

(1)

4095

THE VALOR COMPANY, LIMITED

-to-

ESSO PETROLEUM COMPANY, LIMITED.

Conveyance

-of-

freehold land and premises at Bromford in the City of Birmingham.

COLOUR

MEMORANDUM that by two Deeds of Grant dated 2nd January 1945 and made between (1) the within named Esso Petroleum Company Limited and (2) Mainline Pipelines Limited a strip of land and a receiving terminal were respectively demised to Mainline Pipelines limited for terms of 99 years from 1st November 1971 together with certain rights but subject as therein mentioned

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TB2 / 184

EXHIBIT 'LW2'

DECLARED by the said LEONARD CHARLES WINNING

at

William Sturges LLP
Lanwood House
14-16 Coxton Street
London SW1H 0QY

this 11th day of July 2011

before me, SAMANTHA BLAKEY

Solicitor/~~Commissioner for Oaths~~

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of the property adjoining the
or suffer the use of the

BIRMINGHAM TERMINAL Area traced 160sq.ins.

Crown Copyright Reserved

(1)

PLAN

Main Entrance

Valor Works

1 Sports field

(7) Former Boundary Stones Station Sold

9" Stoneware Pipe.

2

Stoneware Pipes.

Gateway for Emergency Access

15" Stoneware Pipe.

18" Stoneware Pipe.

3

4

E.P.Co.Ltd

Wire Mills

Bromford Lane

Stoneware Pipe.

15" Stoneware Pipe.

Open Ground
(Property of Dunlop Rubber Co.Ltd.)

LAND TAKEN FOR HEARTLANDS SPINE ROAD

LAND TAKEN FOR M6 MOTORWAY

6

5

Previously sold?
Open Ground
(Property of Rollasons Wire Mills Ltd)

Warehouse

River Tame

B.R. Birmingham to Derby

TB2 / 186

EXHIBIT 'LW3'

DECLARED by the said LEONARD CHARLES WINNING

at Williams Sturges LLP
Burwood House
14-16 Caxton Street
London SW1H 0QY

this 11th day of July 2011

before me, Samantha Blakey
SAMANTHA BLAKEY

Solicitor/~~Commissioner for Oaths~~

This official copy is incomplete without the preceding notes page.

This official copy is incomplete without the preceding notes page.

CPO PLAN

DRAWING No. 3798/64

NOTES

TAKEN FROM CITY ENGINEERS DEPARTMENT PLAN No. CRD/7251/83

DIRECTOR

SECRETARY

BASED UPON THE ORDNANCE SURVEY 1:1250 MAP WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. © CROWN COPYRIGHT. LICENCE No. LA076104

Birmingham City Council
Economic Development Department

SCHEME

HEARTLANDS SPINE ROAD PHASE 3

DRAWING No.

COMPULSORY PURCHASE ORDER 1991

SCALE 1:1250

DRAWN	TRACED	APPROVED	SIZE A3 420 x297
	S.M.G		

Richard Green, B.A.,M.R.T.P.I.,
Director of Economic Development
Baskerville House, Broad Street,
Birmingham. B1 2NF

SP NO. 1037 DATE June 1994

Esso Promford Terminal

Oil Storage Depot

Esso Sidings

Former Test Track Site

M6 Motorway

River Tame

64 65 66 67 68 69

AREA COL. PINK 13347 SQ. YDS. APPROX

1160

HM Land Registry

Official copy of register of title

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 .

HM Land Registry
Official copy of title plan

Title number **EX869151**
Ordnance Survey map reference **TQ5677SW**
Scale **1:2500**
Administrative area **Thurrock**

TB2 / 192

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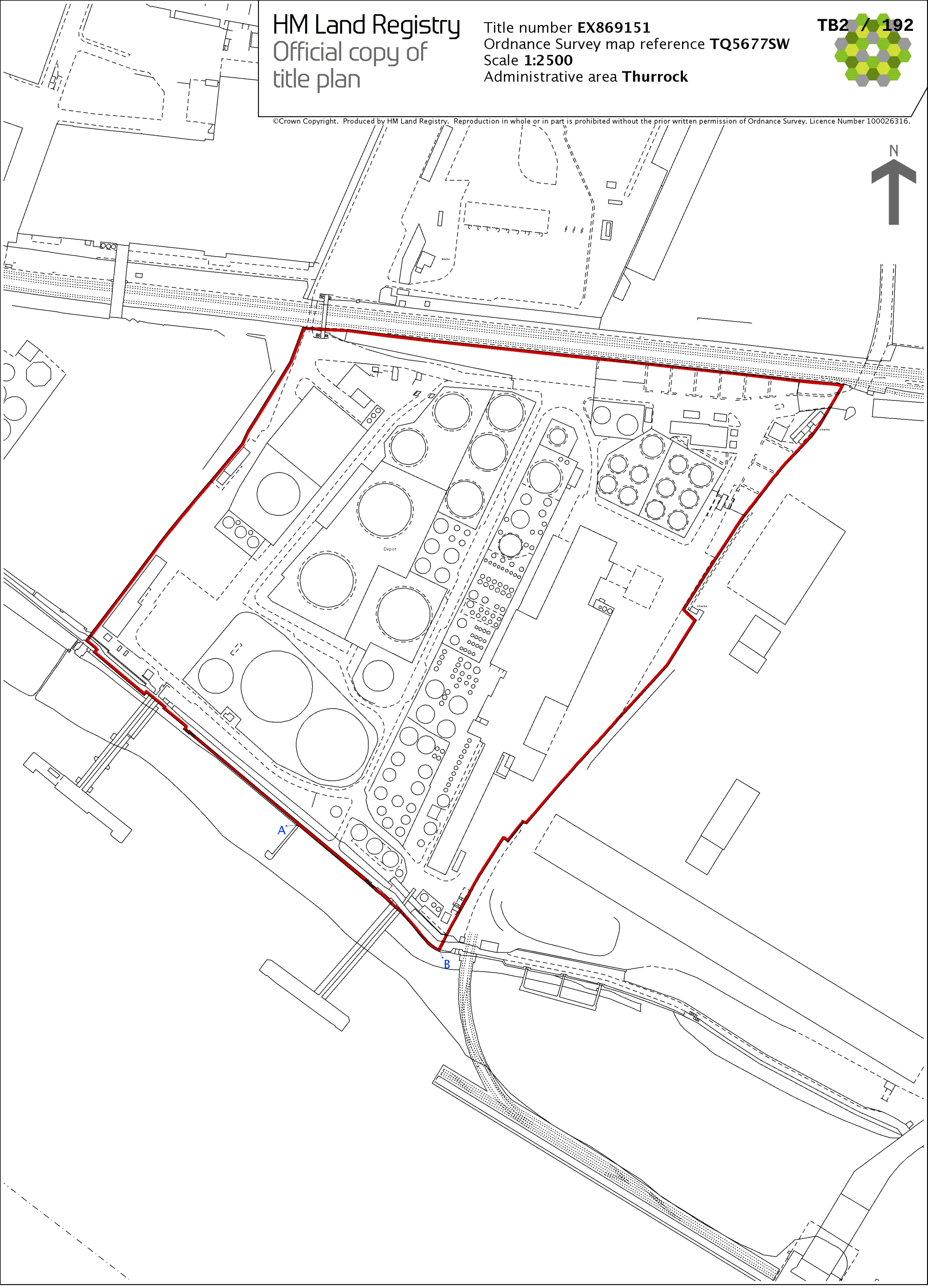

This official copy is incomplete without the preceding notes page.

HM Land Registry

Official copy of register of title

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.

Title number EX869958

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.

¬NOTE: Copy filed.

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.

¬NOTE: Copy filed.

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

HM Land Registry
Official copy of title plan

Title number **EX869958**
Ordnance Survey map reference **TQ5677NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Thurrock**

TB2 / 195

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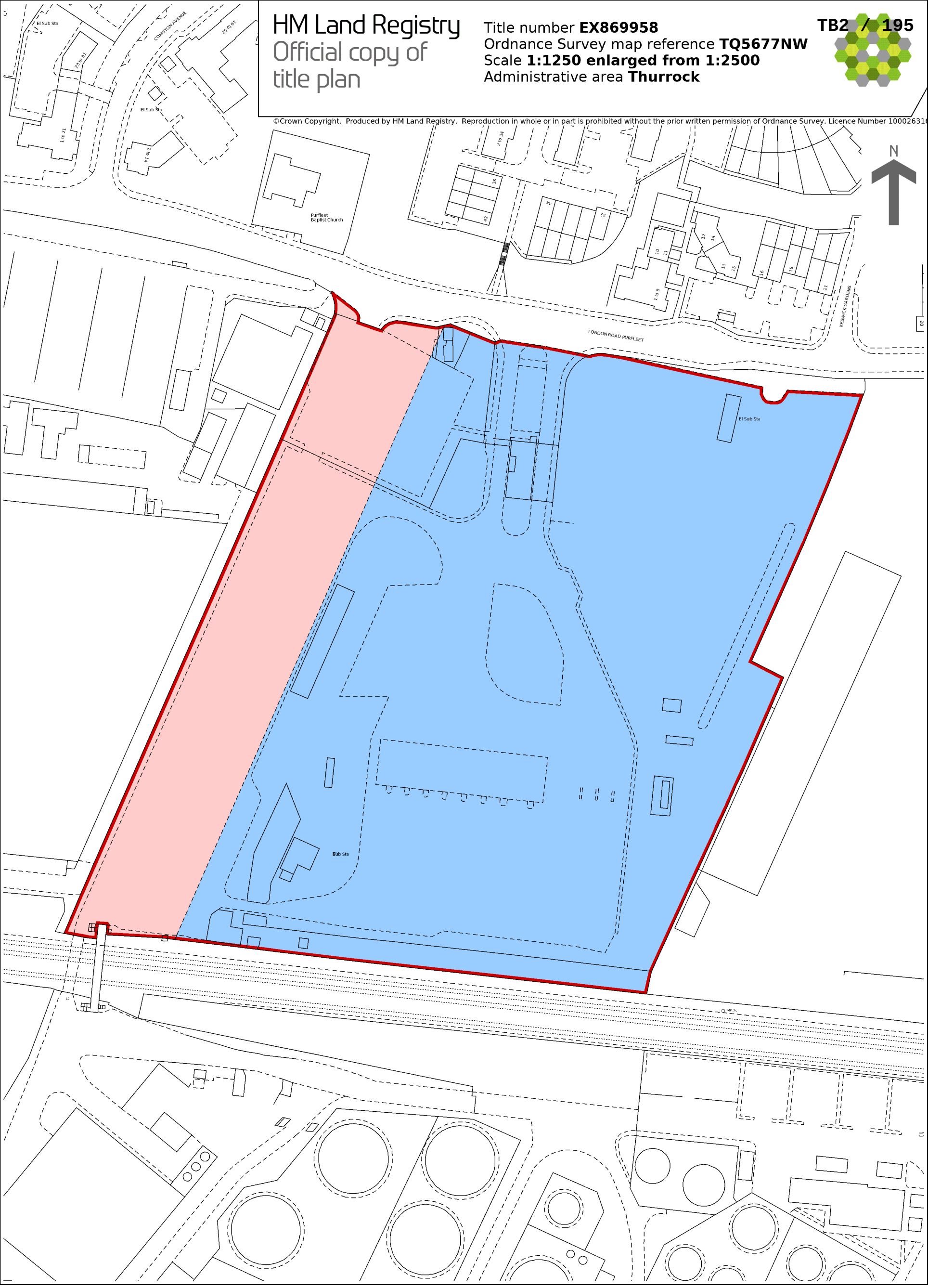

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Land Registry
Transfer of part of registered title(s)

TP1

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 postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

3 Property:

Land at the Former Lube Oil Blending Plant, Purfleet, Essex

The property is identified

☒ on the attached plan and shown: edged red

☐ on the title plan(s) of the above titles and shown:

4 Date:

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

5 Transferor:

Esso Petroleum Company, Limited

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

00026538

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution

6 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:

02657863

For overseas companies
(a) Territory of incorporation:

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.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ 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 than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

☐ 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

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 *Joint property ownership* and practice guide *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.

☐ they are to hold the property on trust:

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:

12.1.1 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

(c) 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).

12.8 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;

12.9.2 the right to retain maintain and complete the installation of a 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) 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 sub-station 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 are:

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

Include words of covenant.

Restrictive covenants by the transferor

See Box 12

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

Other

See Box 12

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.

13 Execution

Executed as a **Deed** by
ESSO PETROLEUM COMPANY, LIMITED

acting by
[ANDREW JOHNSON], a director and [FIONA HARVEY] its company secretary

.....
Signature of director

.....
Signature of company secretary

Executed as a **Deed** by
PURFLEET REAL ESTATE LIMITED

by one director

_____

in the presence of –

.....
Signature of Witness

.....
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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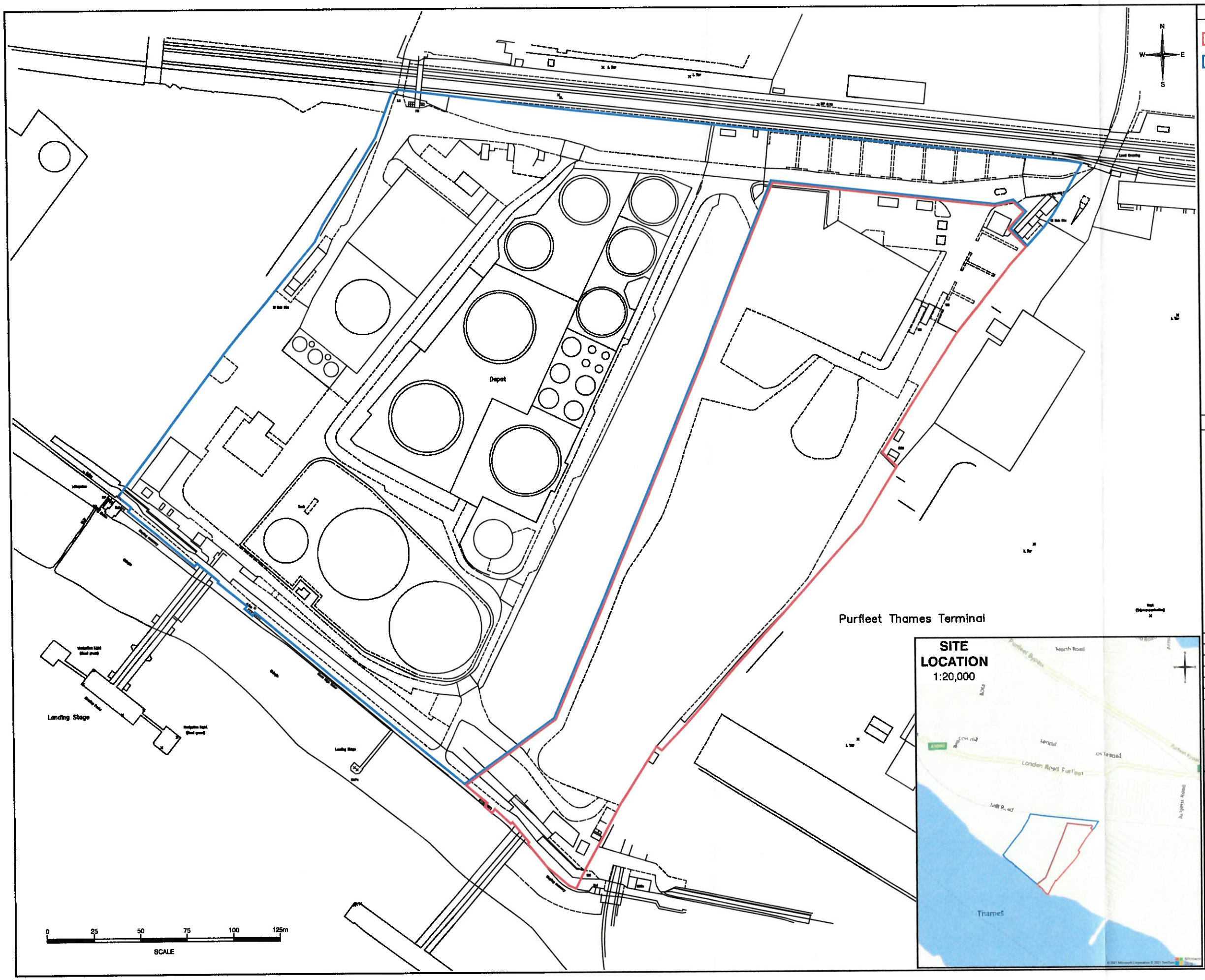
TB2 / 212



KEY

SITE BOUNDARY

RETAINED LAND BOUNDARY

NOTES

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F.H. HARDESS
SECRETARY

A.M. JOHNSON
DIRECTOR

SITE LOCATION
1:20,000

REV	DATE	COMMENT	CAD
1	27/08/21	BOUNDARY AMENDMENT	BNB

TITLE: SITE LOCATION AND LAYOUT PLAN

SITE: FORMER PURFLEET LUBRICANTS TERMINAL

CLIENT: ESSO PETROLEUM COMPANY, LIMITED

PROJECT: 10040409

DATE: 20/05/21 | DRAWN: BNB | REV: 1

DRG.No.: 10040409-PURFLEET | PRINT: A3

ARCADIS Design & Consultancy for natural and built assets

Harris Academy Riverside

Purfleet Baptist Church

London Road Purfleet

Linden Close

Lockyer Rd

EX869958

Purfleet Thames Terminal

Purfleet Plan

ORBITAL WITNESS

0 25 m 50 m

© Crown copyright and database rights 2022 Boundary data for indicative use only - released March

Purfleet
Plan B

© Crown copyright and database rights 2022 Boundary data for indicative use only - released February

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Petroleum spirit, Highly flammable
No smoking, No naked lights

HM Land Registry

Official copy of register of title

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

A: Property Register continued

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" the remainder of the Transferor's 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.

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.

1 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.

2 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.

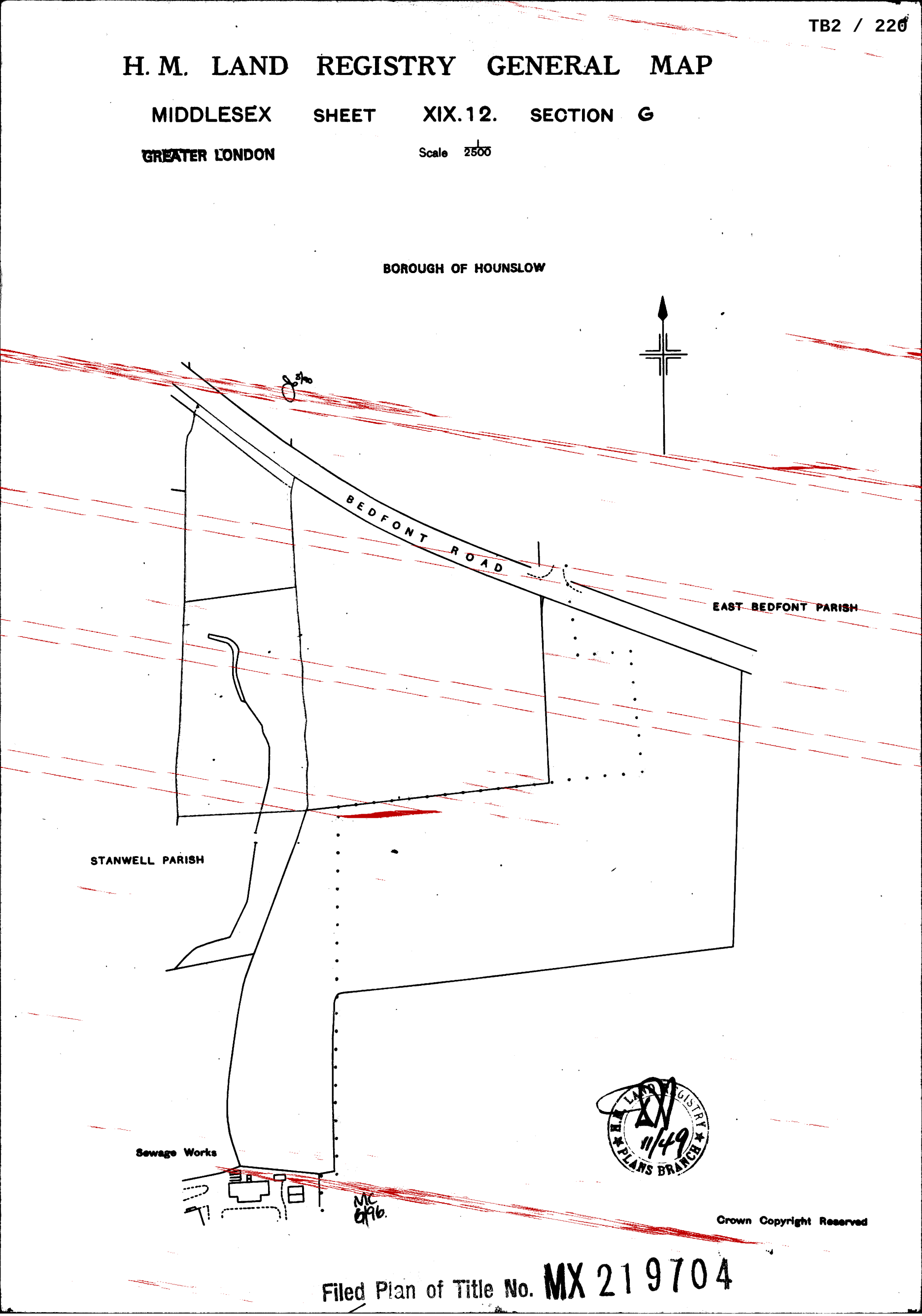
End of register

H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET XIX.12. SECTION G

GREATER LONDON Scale 1/2500

BOROUGH OF HOUNSLOW



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Filed Plan of Title No. MX 219704

This official copy is incomplete without the preceding notes page.

HM Land Registry

Official copy of register of title

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.

2 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

A: Property Register continued

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" the remainder of the Transferor's 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 (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.

1 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 Pipeline 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

M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. SY346160

Scale 1/1250.

County— SURREY

O.S. Sheet TQ0673 NE.&SE., TQ0773 NW.&SW.

J. T. & S./S

Crown Copyright Reserved

Powells Cottages

Westview Cottages

School House

St Annes Primary School

Playing Field

Sinks

BM 56·09

55

54

TQ0673 N.E.
TQ0673 S.E.

SHORTLANDS

Track

CT

This official copy is incomplete without the preceding notes page.

Petroleum Storage Depot

GREATER LONDON

BOROUGH OF HOUNSLOW

BOUNDARY CANCELLED H.M. LAND REGISTRY MC 7.4.66

BOUNDARY OF TITLE NO. MX442259

BOUNDARY OF TITLE NO. MX 442259

BOUNDARY OF TITLE NO. MX440505

Tanks

L Twr

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Track

TQ0773.NW.

TQ0773.SW.

H.M. LAND REGISTRY 20/5/66 PLANS BRANCH

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HM Land Registry

Official copy of register of title

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.

3 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.

A: Property Register continued

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" the remainder of the Transferor's 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 (25.05.1962) 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.

1 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

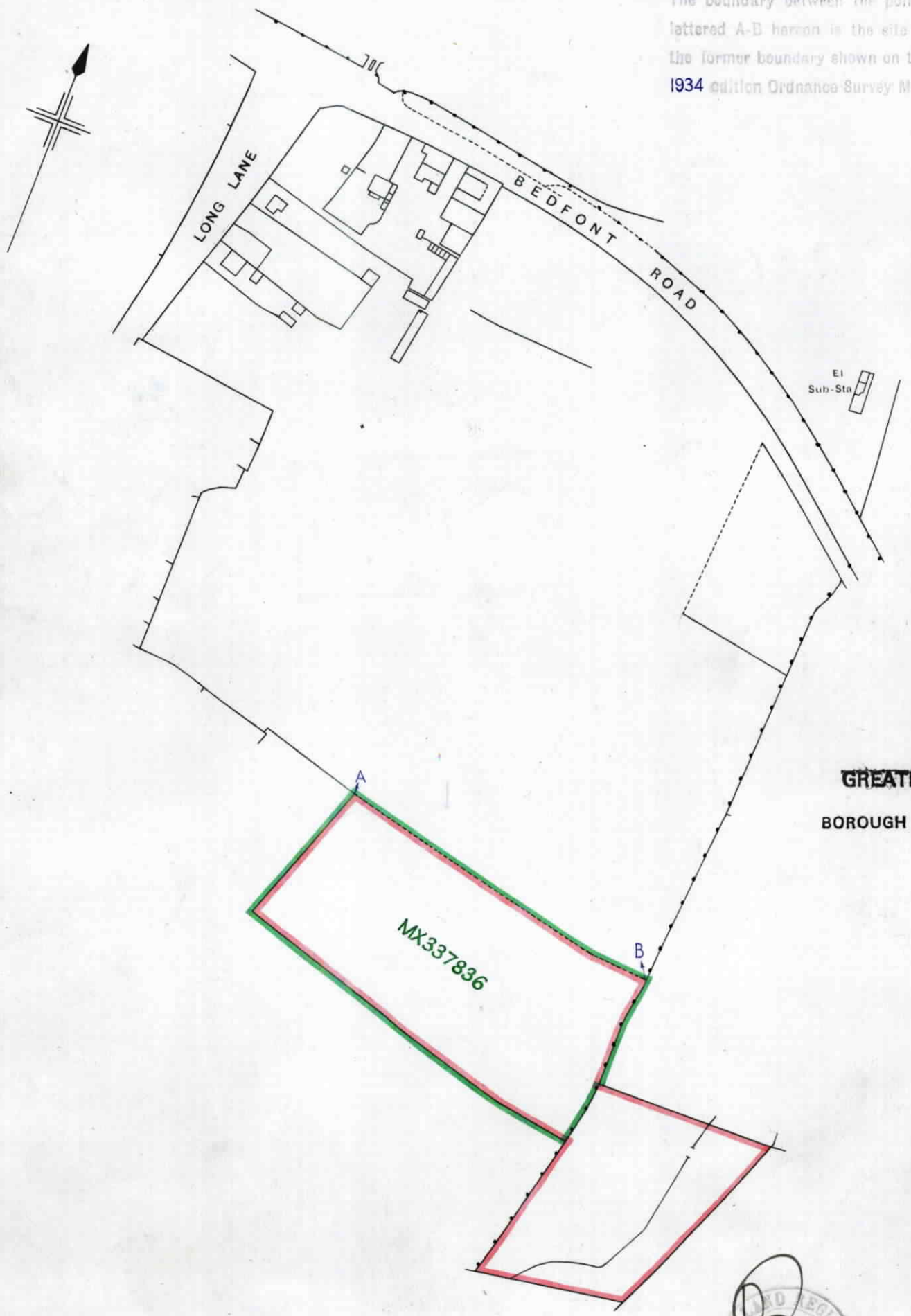
H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET XIX. 12. SECTION

Scale 1/2500

STANWELL PARISH

The boundary between the points lettered A-B hereon is the site of the former boundary shown on the 1934 edition Ordnance Survey Map



GREATER LONDON

BOROUGH OF HOUNSLOW

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H.M. LAND REGISTRY PLANS BRANCH 17/10/50

Filed Plan of Title No. MX232530

This official copy is incomplete without the preceding notes page.

HM Land Registry

Official copy of register of title

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

A: Property Register continued

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" the remainder of the Transferor's 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 (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 Co-operative 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.

3 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

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

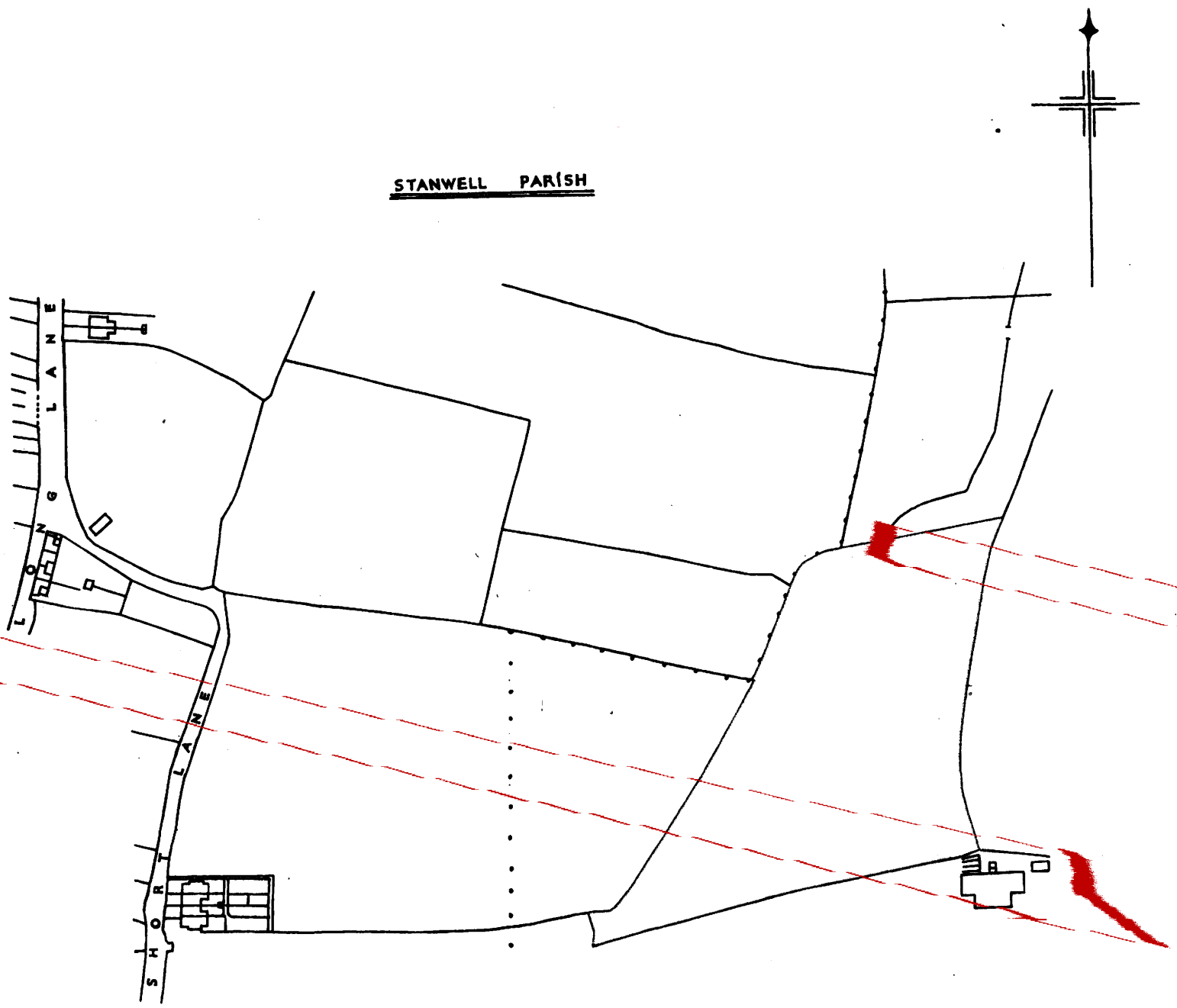
Esso Petroleum Company Limited so as to bind the land hereby transferred and to benefit the remainder of the land comprised in Title No. MX201115. hereby covenants with Staines and District Co-operative Society Limited to erect forthwith and thereupon to maintain a substantial wall or fence on the boundary 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

H.M. LAND REGISTRY

Scale 1/2500



GREATER LONDON

BOROUGH OF HOUNSLOW

Parish..STANWELL.
O.S.Sheet..MIDDLESEX XIX.12.

H.M. LAND REGISTRY 10/62 PLANS BRANCH

G.M. REF. MIDDLESEX XIX.12.6.&A.

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Filed Plan of Title No. MX 442259

This official copy is incomplete without the preceding notes page.

HM Land Registry

Official copy of register of title

Title number MX440505 | Edition date 14.02.2011

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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 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

A: Property Register continued

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" the remainder of the Transferor's 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"

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 necesary 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.

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 or Articles of Association of the said proprietor.

C: Charges Register

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

1 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

H. M. LAND REGISTRY

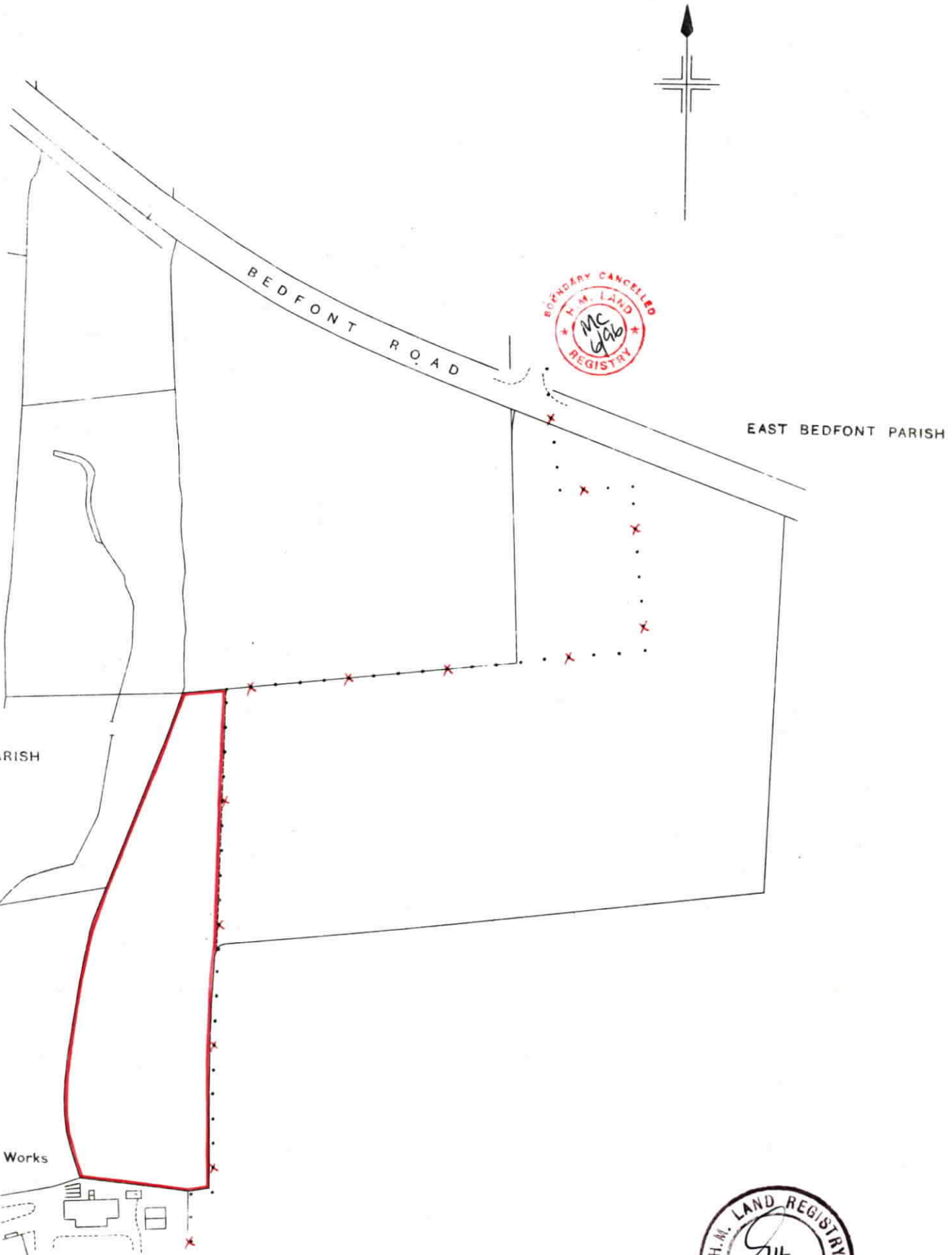
MIDDLESEX SHEET XIX 12

Scale 1/2500

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.



H.M. LAND REGISTRY
5.62
PLANS BRANCH

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Filed Plan of Title No. MX440505

This official copy is incomplete without the preceding notes page.

MX219704

MX232530

MX440505

MX442259

SY346160

West Bedfont

Northumberland

Dudley Place

Crane Road

Sanctuary Road

Beacon Road

Clay Lane

Brook Close

Church of
y School

Play Space

Play Space

Other Sports
Facility

Playing Field

Poole Lane

Long Lane

Cranford Avenue

Caledonia Road

Hillingdon Avenue

Osborne Avenue

Ravensbourne Avenue

Longford Avenue

Longford Way

Laburnum Way

Genesis Close

Masefield Walk

The Nit

Play Space

Short Lane

0 50 m 100 m

ORBITAL WITNESS

© Crown copyright and database rights 2022 Boundary data for indicative use only - released February

0
50 m
100 m
© 2022 DigitalGlobe, Microsoft
Boundary data for indicative use only - released February 2022

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

Email: dbird@vwv.co.uk
Reference: db/104118/0392

VWV

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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.

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;

(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;

(l) 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;

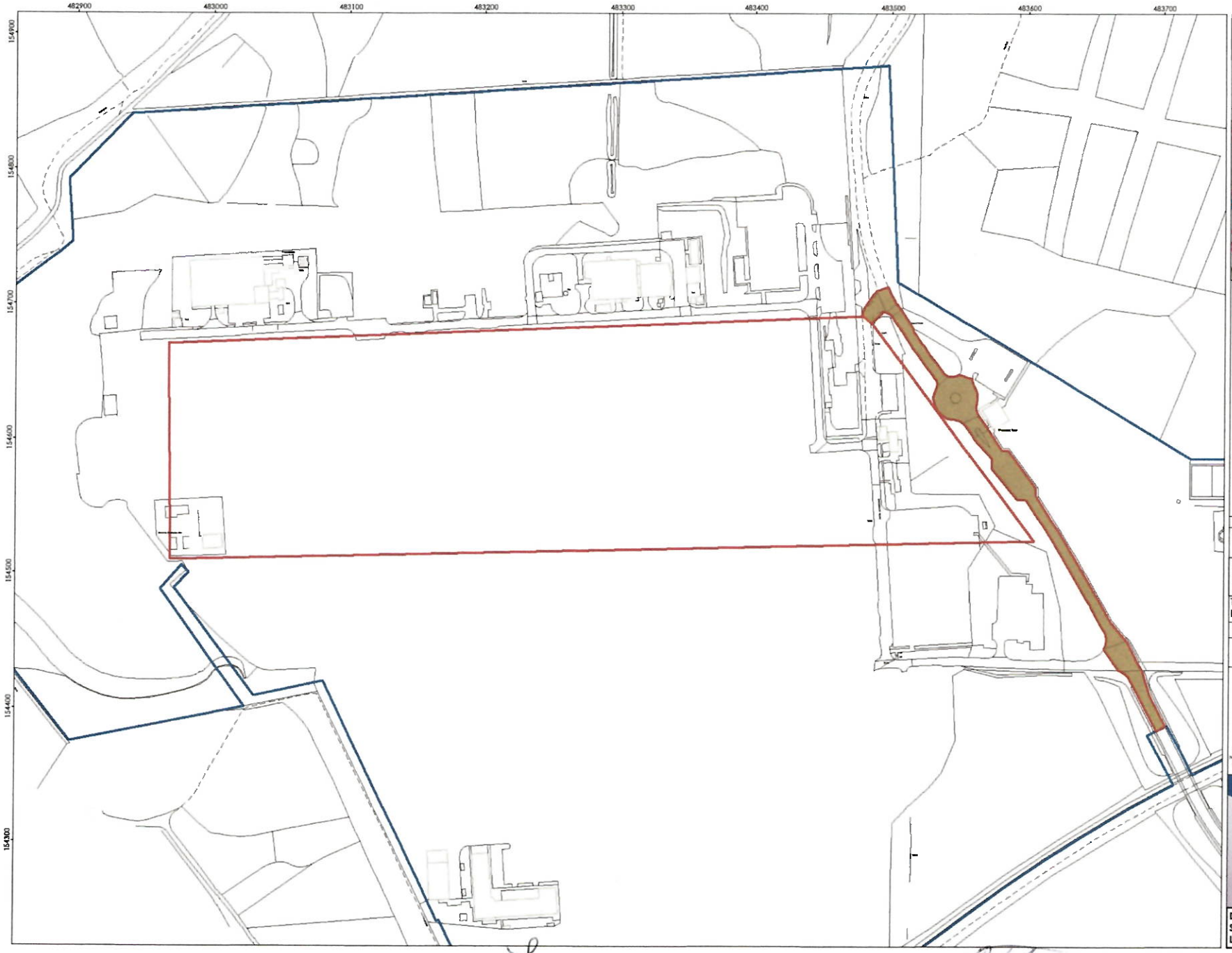
(E) architects', surveyors' and other fees incurred by the Landlord in relation to the reinstatement;

(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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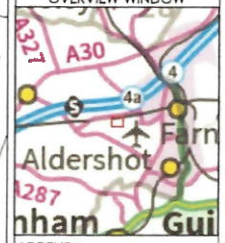
OVERVIEW WINDOW



LEGEND:

Previously Proposed Premises

Land of Interest

Shared Access

Grantor:
SHE Manager Limited, SHE Nominee Limited

REVISION: FINAL

CLIENT: Esso

SCHEME:
SOUTHAMPTON TO LONDON PIPELINE PROJECT

TITLE:
LEASE PLAN

FP: 105124-001

SCALE: 1:2,500 @ A3

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Map data

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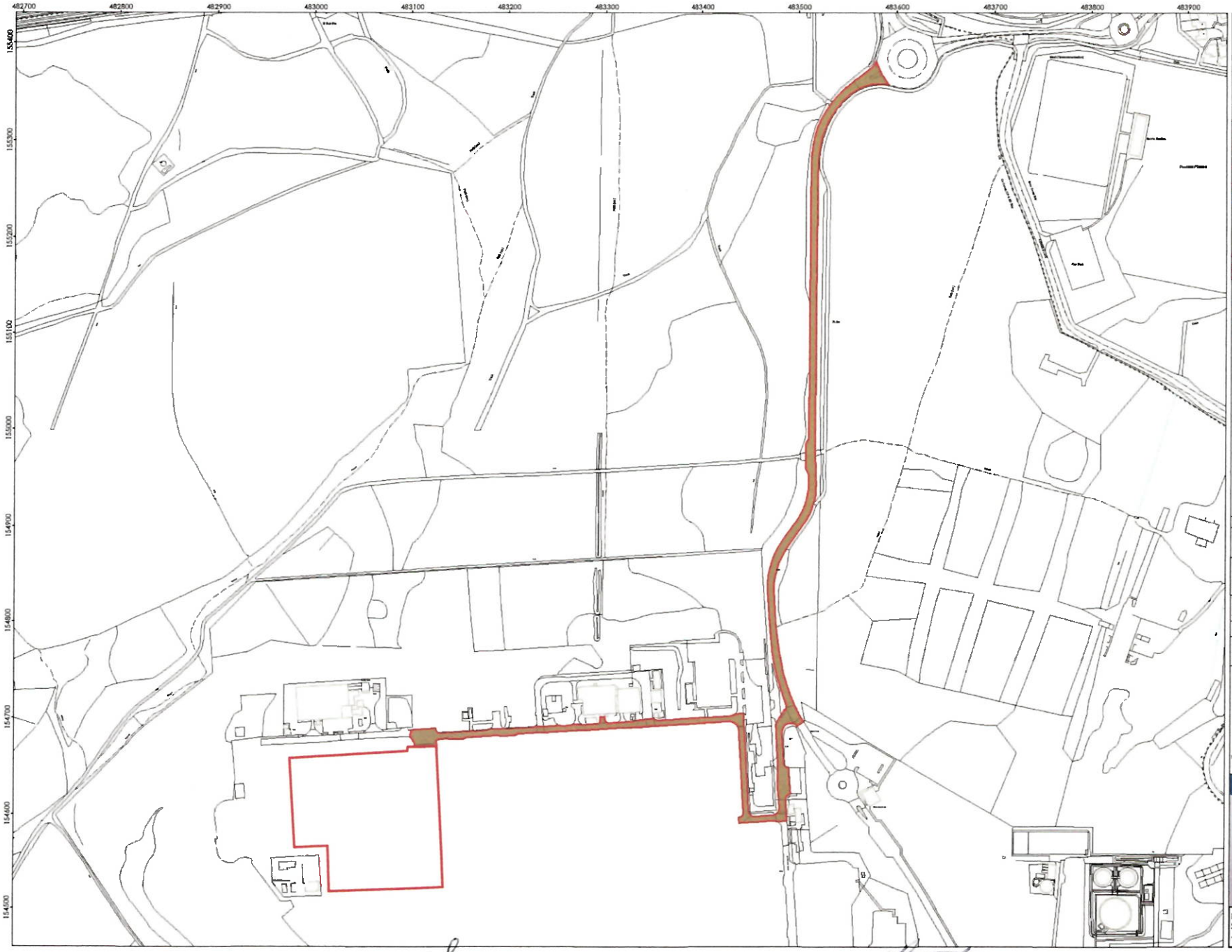
SLP-2019-02-MT-LP-HA_LH_700

F. H. HARNESS
SECRETARY

A. N. JOHNSON
DIRECTOR



OVERVIEW WINDOW

LEGEND:

Property

Shared Access

Grantor:
SHE Manager Limited, SHE Nominee Limited

REVISION: FINAL

CLIENT: Esso

SCHEME:
SOUTHAMPTON TO LONDON PIPELINE PROJECT

TITLE:
AGREEMENT FOR LEASE

FP: 105124-001

SCALE: 1:3,500 @ A3

DATE: 26/11/2019

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DRAWING REF:
SLP-2019-02-MT-OP-HA_LH_700 -LOGISTIC HUB FINAL

R. H. HARNESS
SECRETARY

A. M. JOHNSON
DIRECTOR

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SLP Pre Entry - Hartland Park Logistics Hub

Overview Map:

Photo Locations:

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SLP Pre Entry - Hartland Park Logistics Hub - 20210812

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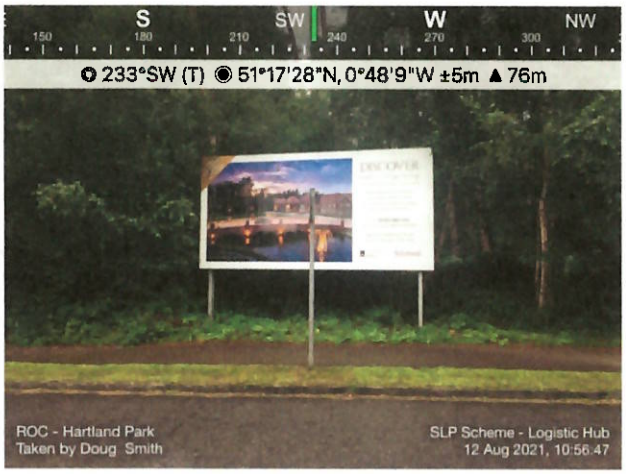

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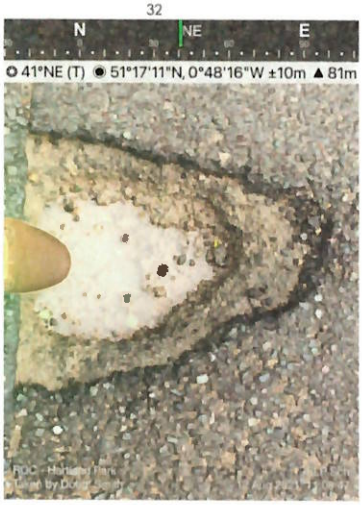

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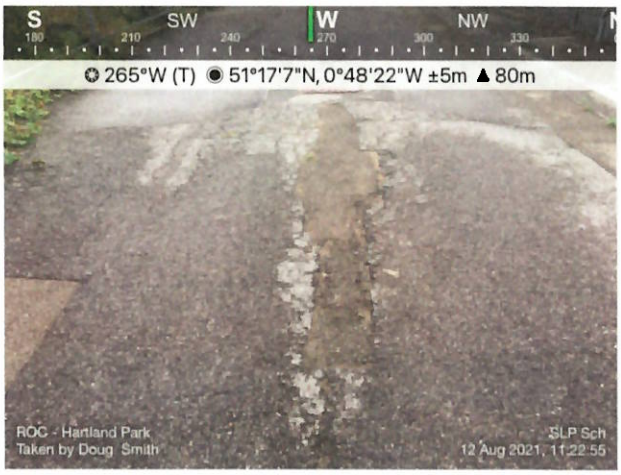

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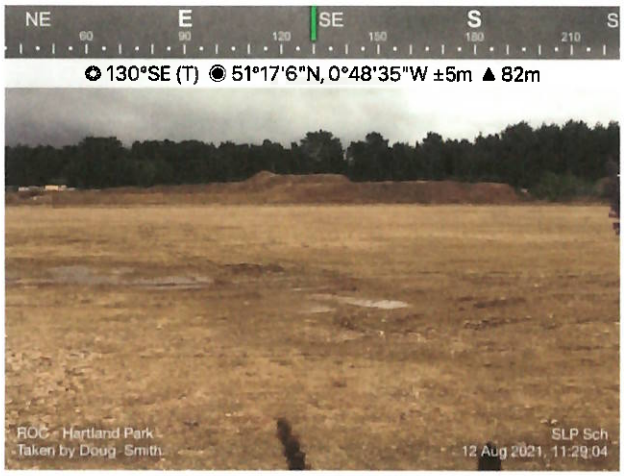

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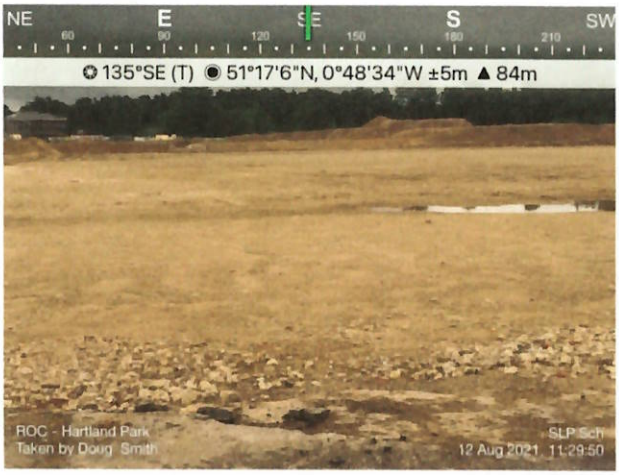

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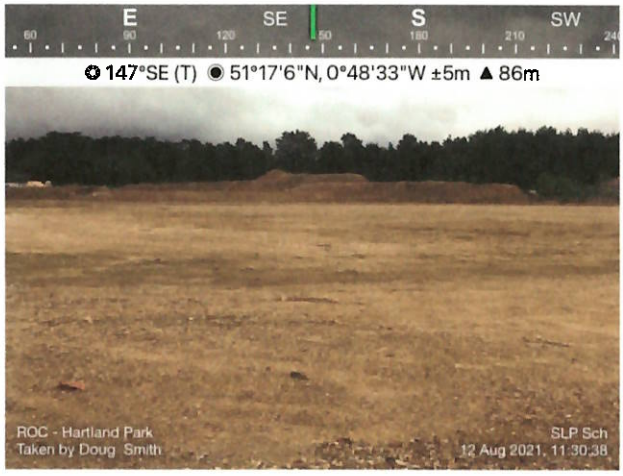

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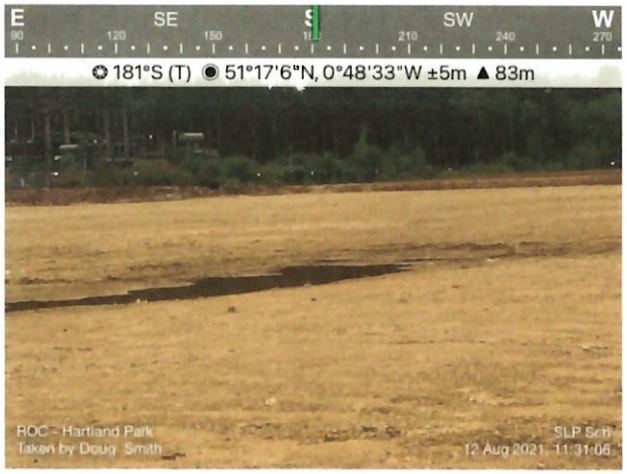

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Secretary of State: the Secretary of State for Business, Energy and Industrial Strategy or a successor Secretary of State given the function to determine the DCO

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.

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.

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 discretion), 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.

3.5 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

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:

6.6.1 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;

6.6.3 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.

6.8 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:-

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).

7.3 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

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.

7.4 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.

8.2 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;

9.2.8 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.

9.3 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.

9.5 To make good all defects affecting the Property for which the Tenant is responsible within 28 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.

9.8 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.

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;

10.2 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;

10.4 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;

10.5 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.

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.

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

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

entitled to any other rights affecting the whole or any part of the Landlord's Neighbouring Property.

22 Adjoining Property

22.1 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.

24.2 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

28.1 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).

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.

Schedule 1 Service Media Works

1 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

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]

.....

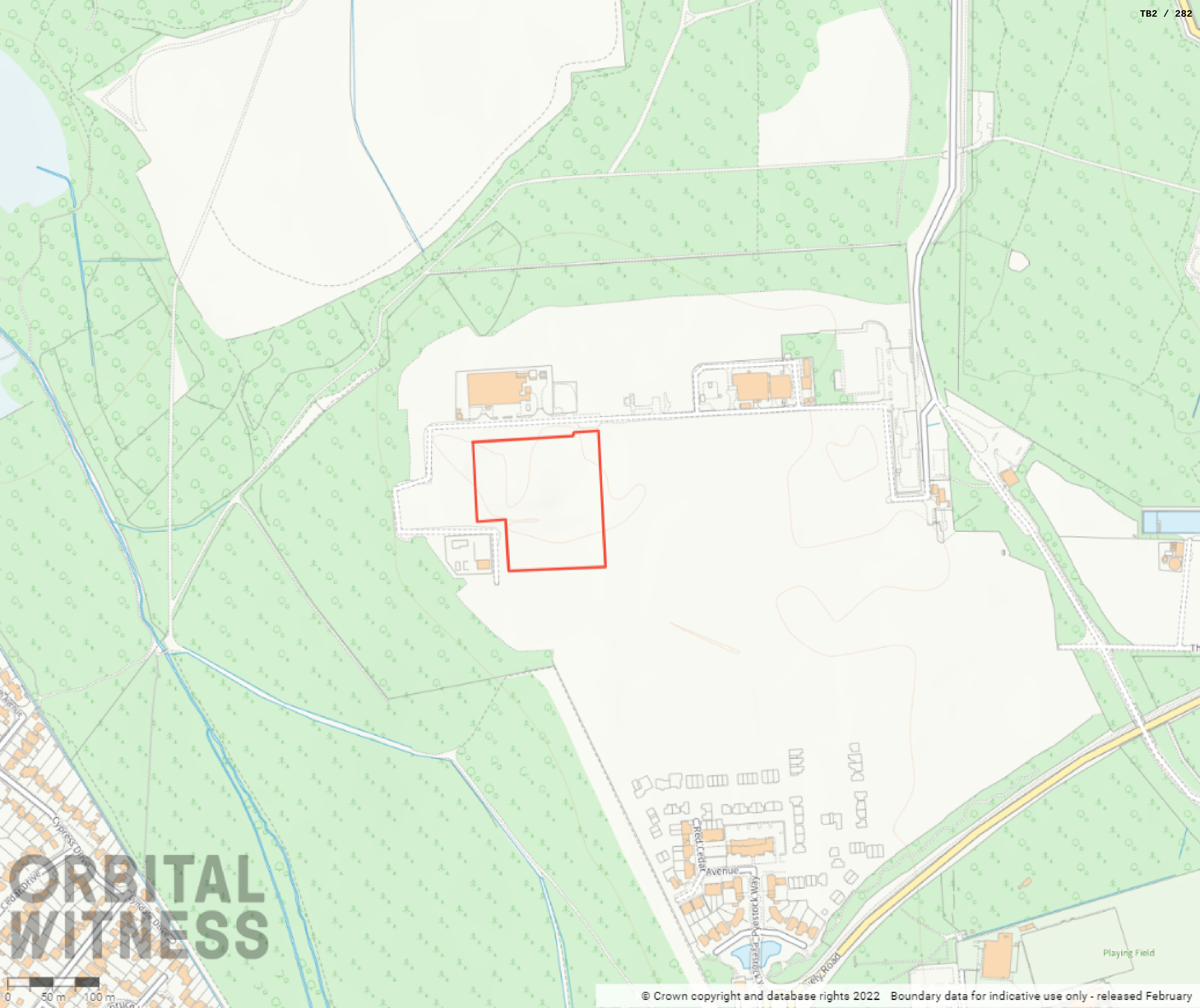
[SIGNATURE OF DIRECTOR]

Director

A.M. JOHNSON

[NAME OF DIRECTOR]

F. H. HARNESS
SECRETARY



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HM Land Registry

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.

Title number SH30798

End of register

HM Land Registry
Official copy of title plan

Title number **SH30798**
Ordnance Survey map reference **SU7441NE**
Scale **1:2500**
Administrative area **Hampshire : East Hampshire**

TB2 / 286

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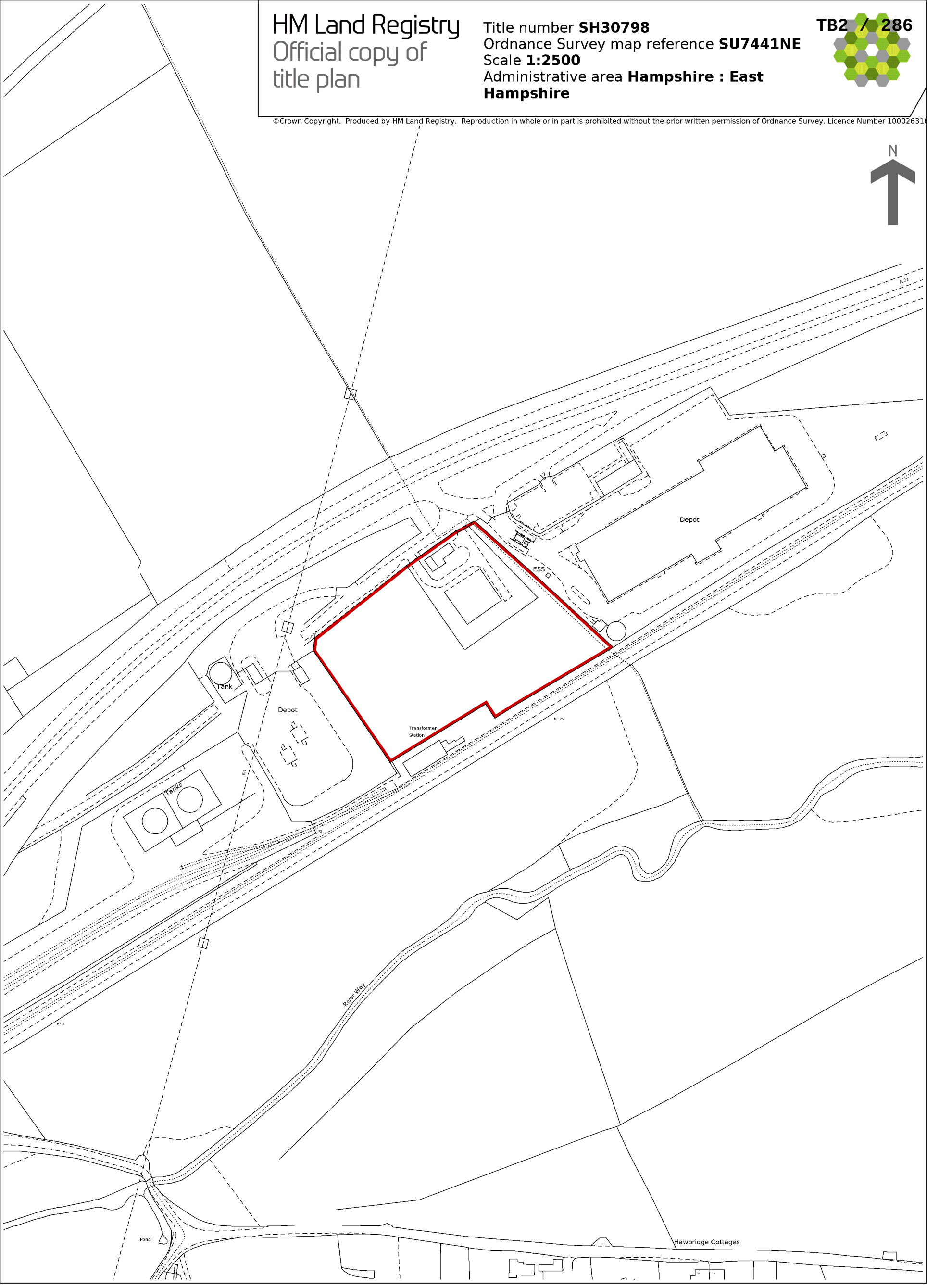

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Esso Wholesale Fuels

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.

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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

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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

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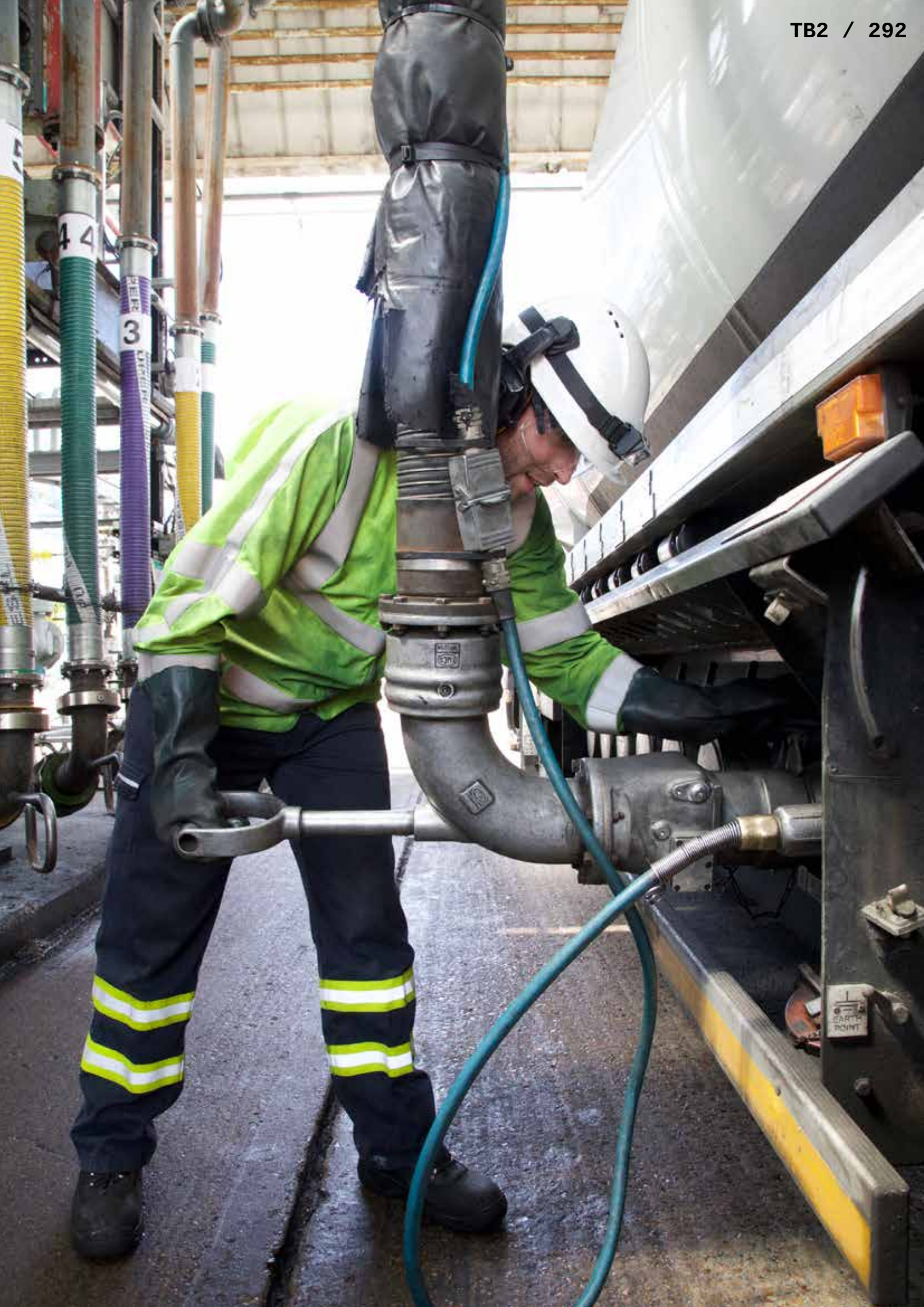
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3
EARTH POINT

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

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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.

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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

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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

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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 m^3

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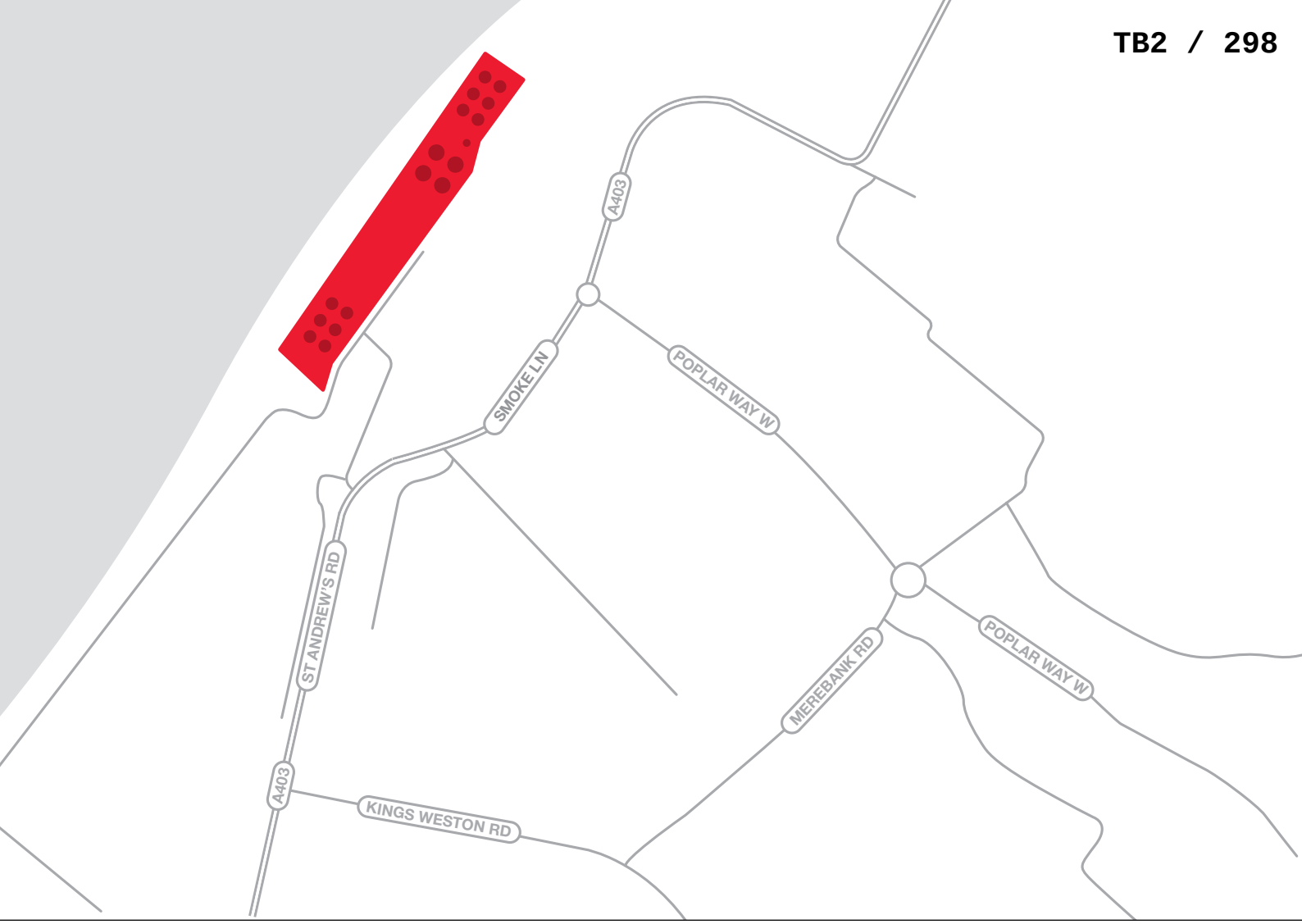

Avonmouth Terminal

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

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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 m^3

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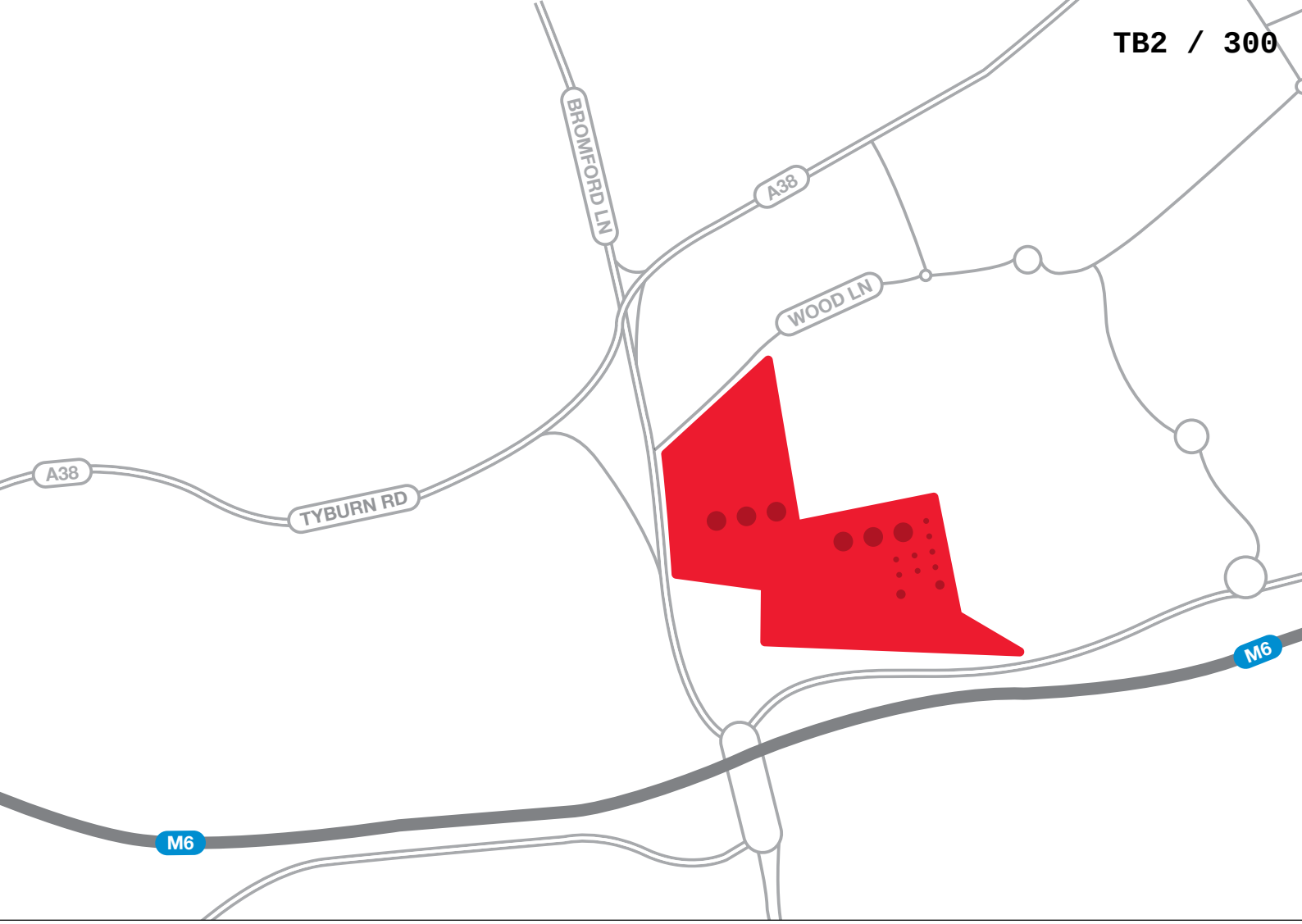

Birmingham Terminal

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

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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 m^3

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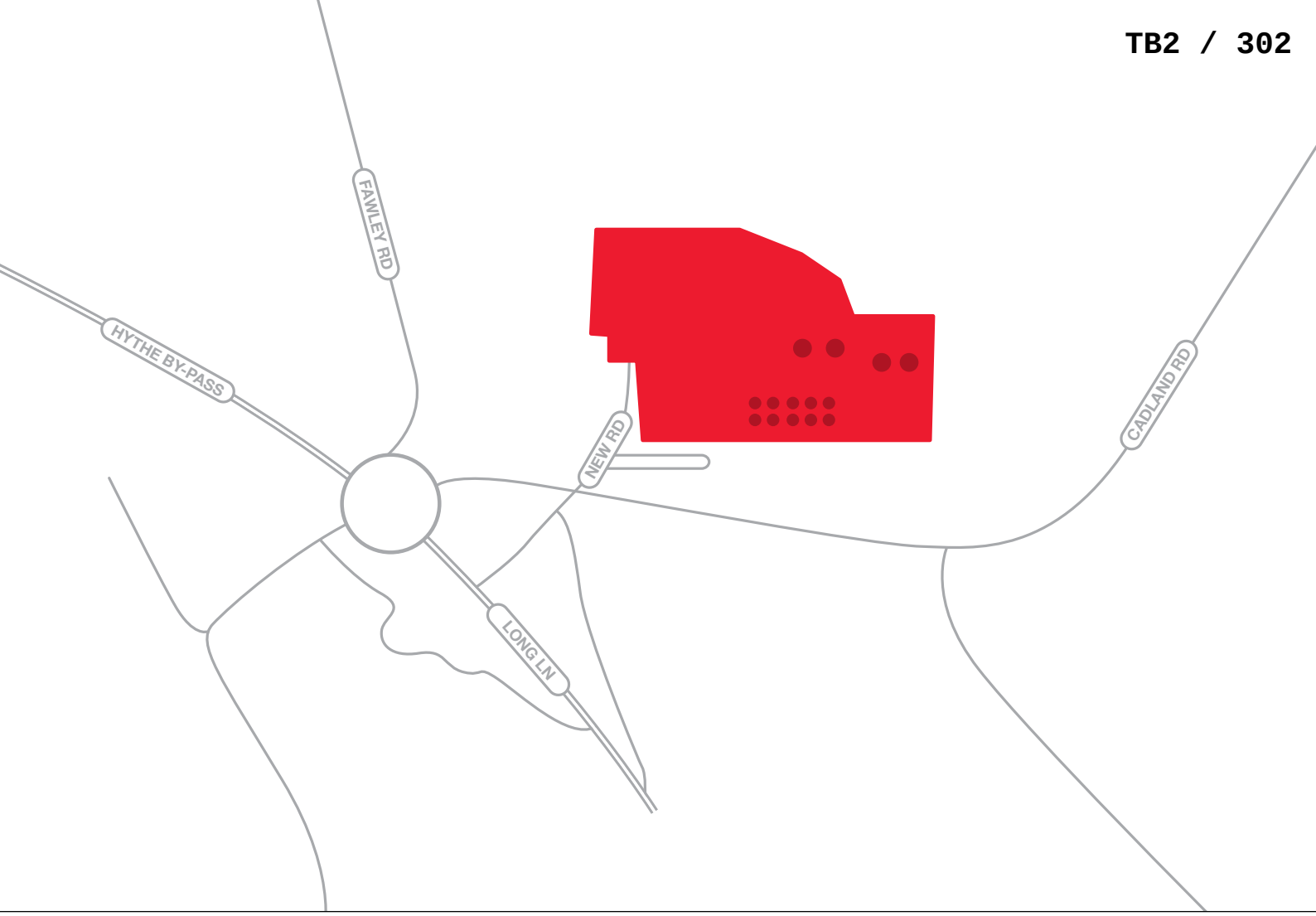

Hythe Terminal

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

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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 multi-product 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 m^3

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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

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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

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.

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
- The terminal has 17 tanks in service with a combined overall capacity of approximately 100,000 m^3

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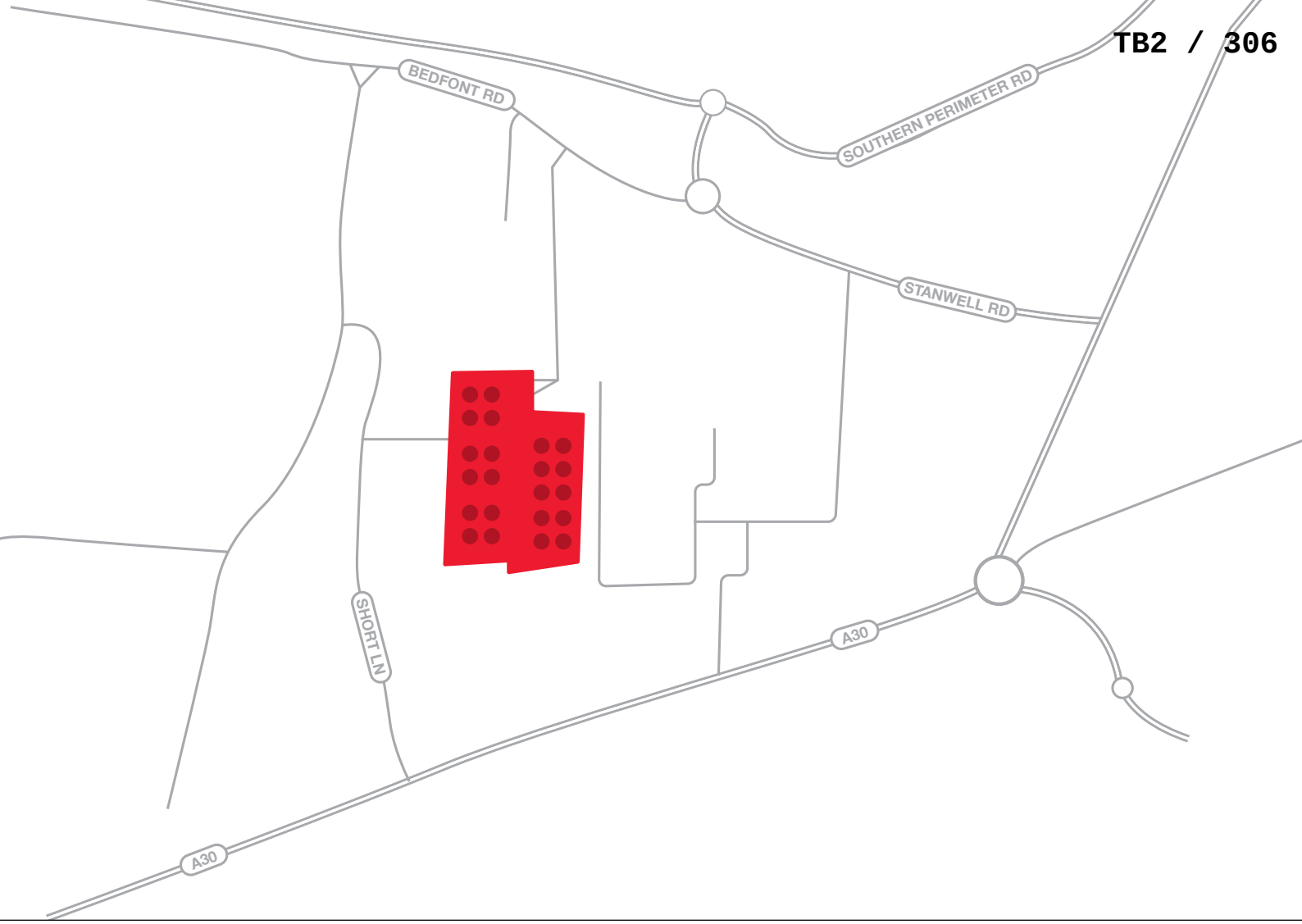

West London Terminal

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

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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:
  - Fawley, near Southampton, England: refinery and chemicals manufacturing plant.
  - 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.
  - 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.

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12 November 2021

[redacted]

Extinction Rebellion Protest Fawley 28 Oct 2021

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[redacted]

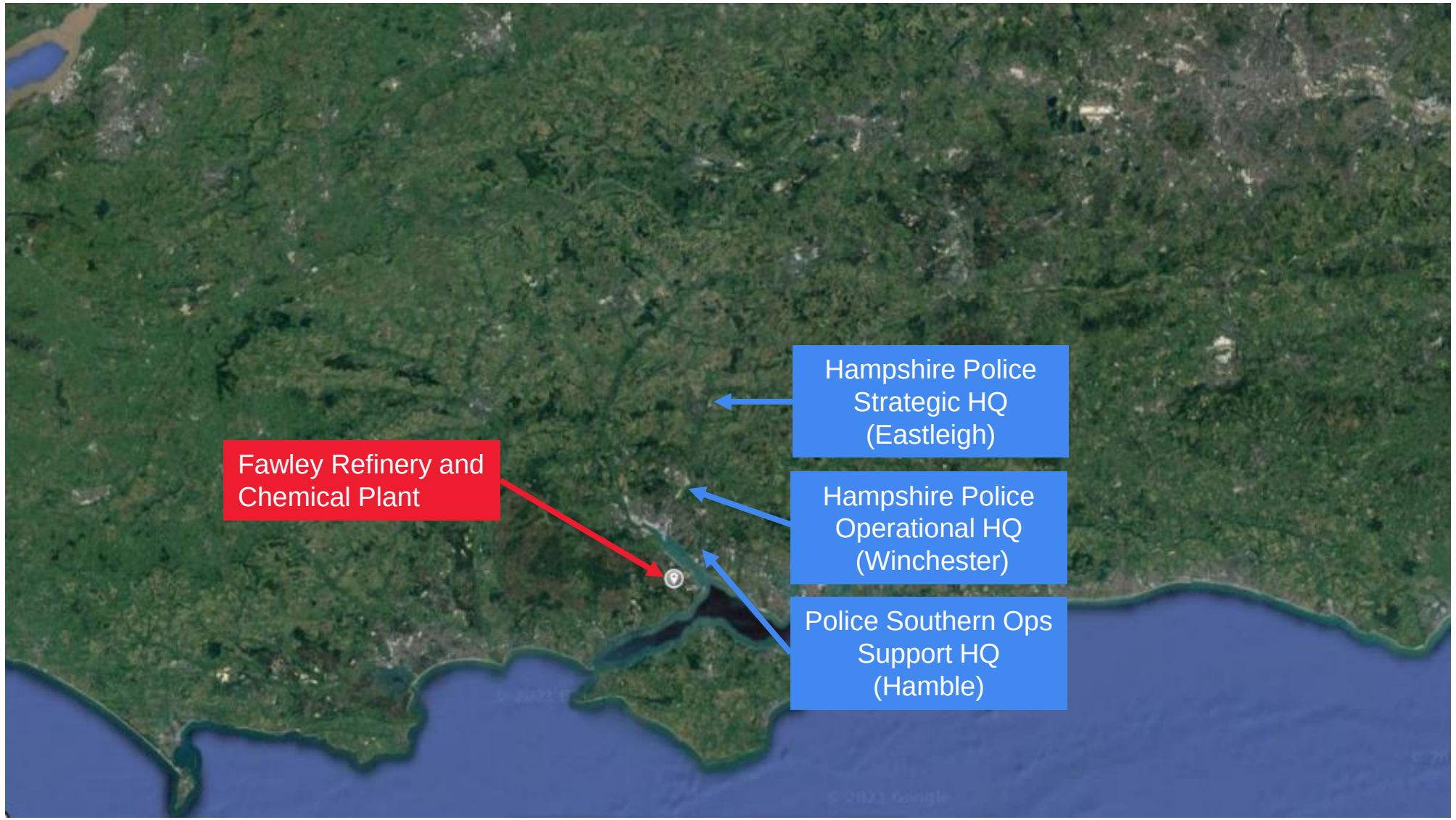
Fawley Protest – 28 Oct 2021

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



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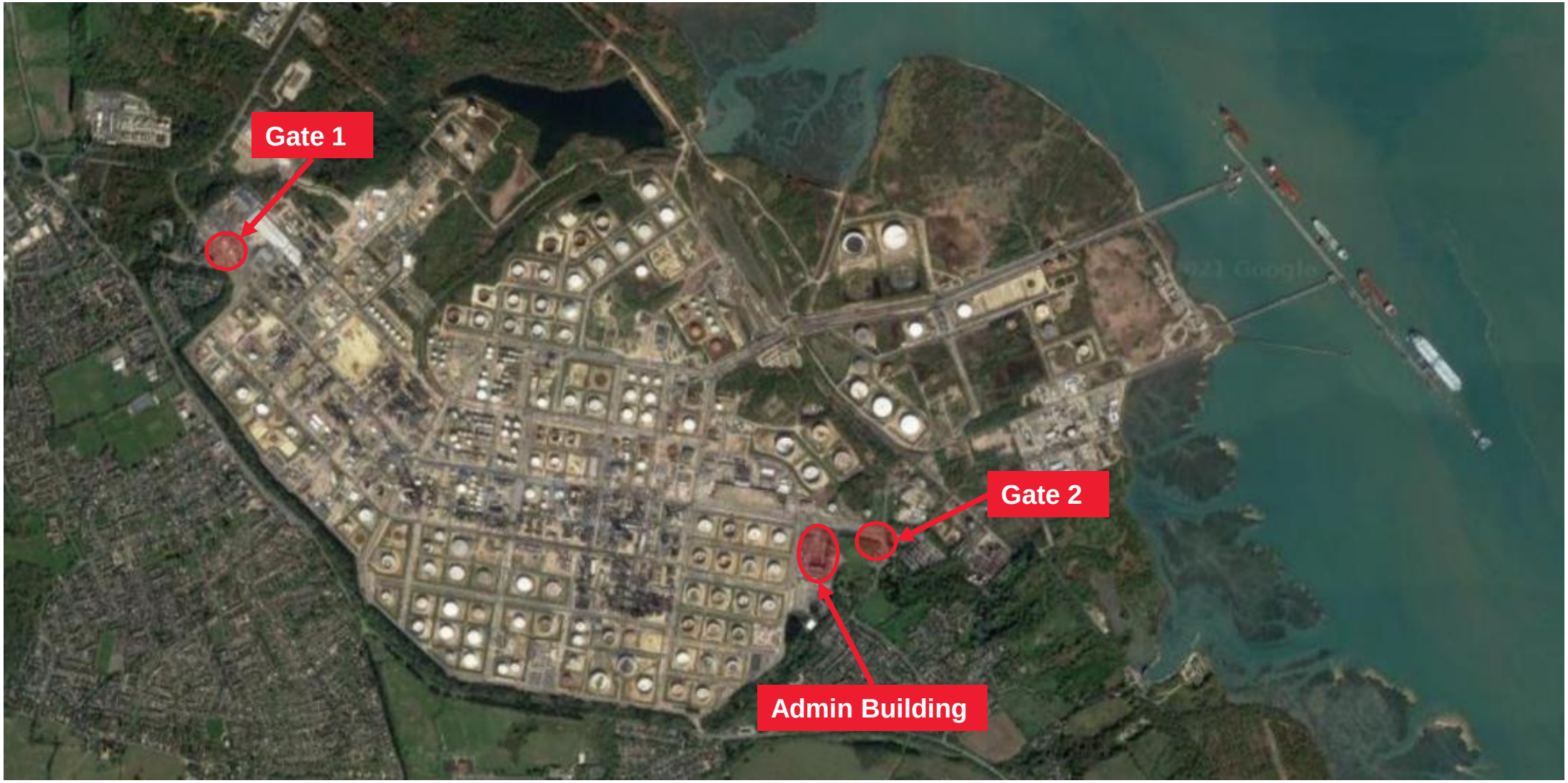
Fawley Protest – 28 Oct 2021 – Previous XR Protests

Fawley Protest 28 Oct 2021 – Fawley Key locations



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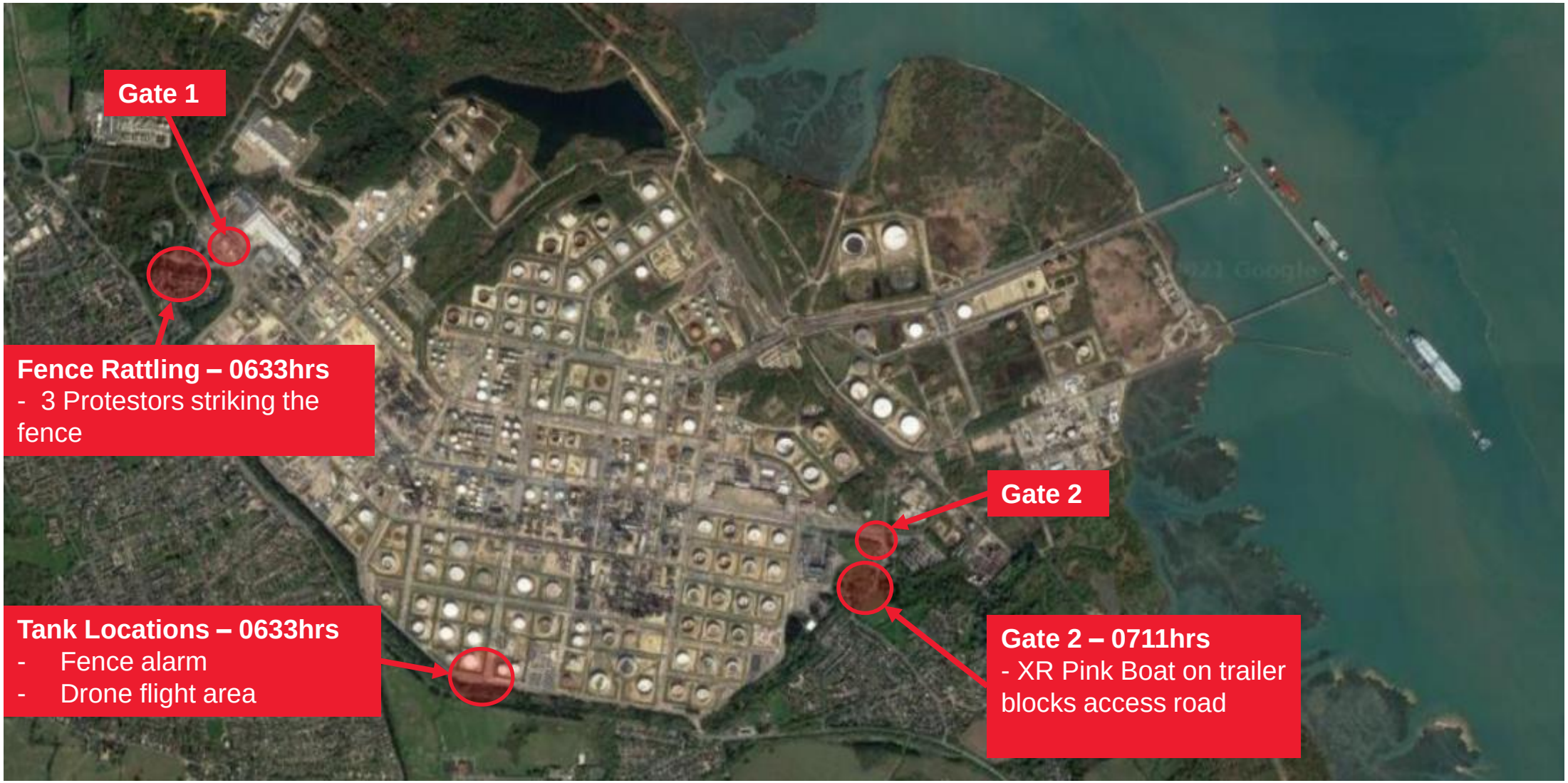
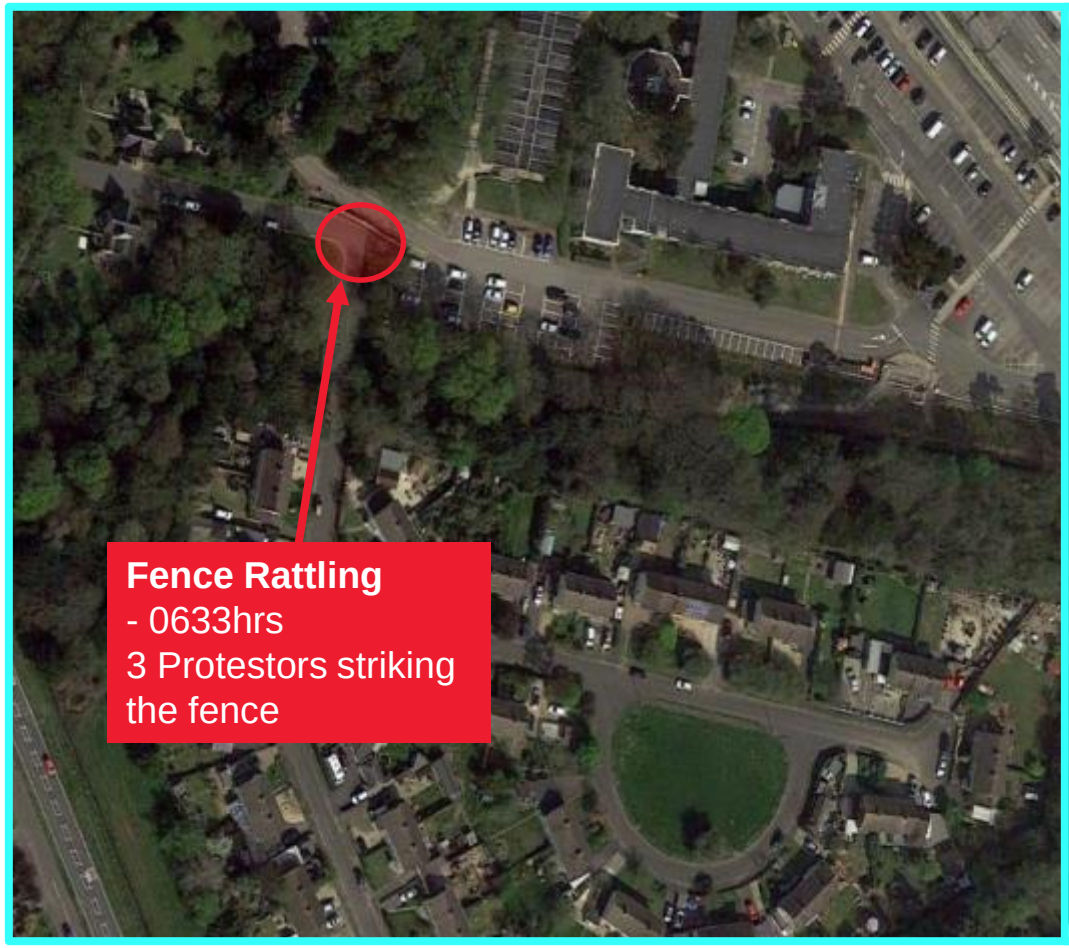
Fawley Protest – 28 Oct 2021 - Incidents



Fawley Protest – 28 Oct 2021 – Incident 1

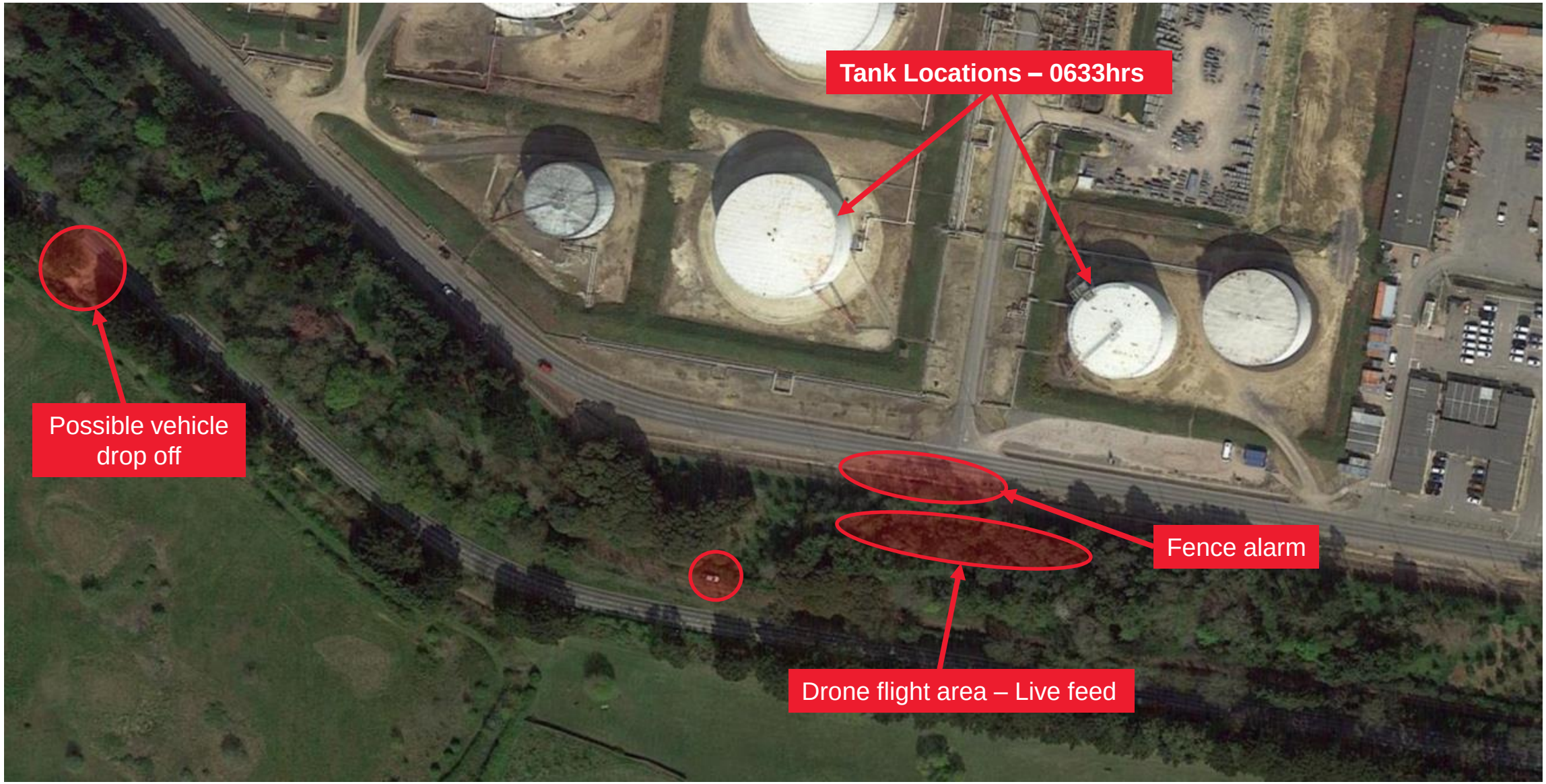
Fawley Protest – 28 Oct 2021 – Incident 1



Fawley Protest – 28 Oct 2021 – Incident 2

Tank Locations
0633hrs – Fence alarm
- 12 Protestors on 2 Tanks
- Drone activity & Live feed

Fawley Protest – 28 Oct 2021 – Incident 2



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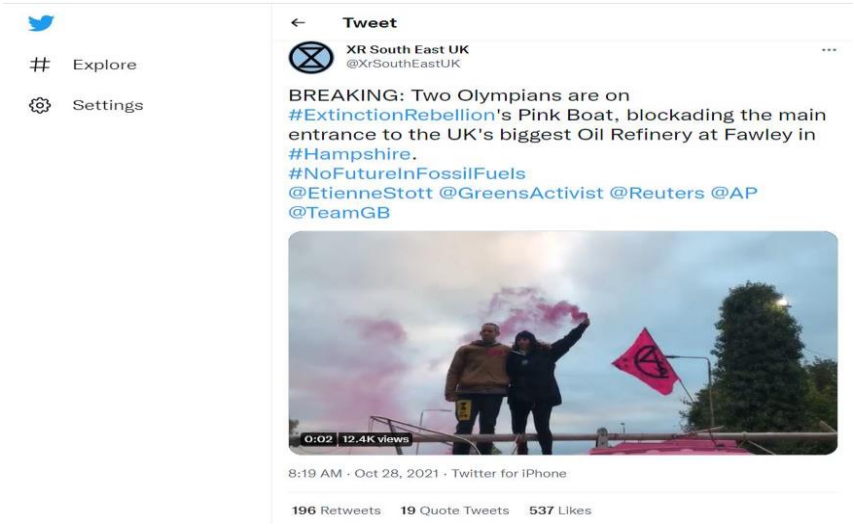
Fawley Protest – 28 Oct 2021 – Incident 2

LISTEN TO THE PEOPLE: EXTINCTION REBELLION ACTIVISTS BREAK INTO EXXONMOBIL OIL REFINERY IN HAMPSHIRE

3.52x

NO FUTURE IN FOSSIL FUELS
CLIMATE EMERGENCY

ACT NOW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@XrSouthEastUK
BREAKING: Two Olympians are on #ExtinctionRebellion's Pink Boat, blockading the main entrance to the UK's biggest Oil Refinery at Fawley in #Hampshire.
#NoFutureInFossilFuels
@EtienneStott @GreensActivist @Reuters @AP @TeamGB
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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.

Today 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.

XR South East UK @XrSouthEastUK

BREAKING: Two Olympians are on #ExtinctionRebellion's Pink Boat, blockading the main entrance to the UK's biggest Oil Refinery at Fawley in #Hampshire.
#NoFutureInFossilFuels
@EtienneStott @GreensActivist @Reuters @AP @TeamGB

9:35 AM · Oct 28, 2021

Read the full conversation on Twitter

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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.

fossil fuel 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."

XR South East UK
@XrSouthEastUK

NOW!! At first light #ExtinctionRebellion activists break into #ExxonMobil's Oil Refinery in Fawley SE England, just three days before #COP26 demanding the UK Government listens to the people and stops all fossil fuel investments @bbcsoutheast @bbcsouth @itvmeridian

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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."

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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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by Bethany Rielly

CLIMATE 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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right to a future on a living planet."

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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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Extinction Rebellion: Olympians among protesters blocking oil refinery in Hampshire

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Evening Standard

By Elly Blake | 7 hours ago

Extinction Rebellion activists, including two British Olympians, have blocked the entrance to an oil refinery in Hampshire, 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 COP26 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 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’.

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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 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."

MORE ABOUT EXTINCTION REBELLION COP26 ACTIVISTS HAMPSHIRE

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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

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 @exxonmobil.

The refinery at Fawley is already the UK's largest, producing 270,000 barrels a day crude oil.

But despite the warnings, the #ParisAgreement, #COP26... the UK is letting #Exxon expand to increase by 40%.#StopTheHarm #ActNow #ExtinctionRebellion pic.twitter.com/T0MSEw7krX
— Extinction Rebellion UK 🌍 (@XRebellionUK) 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.

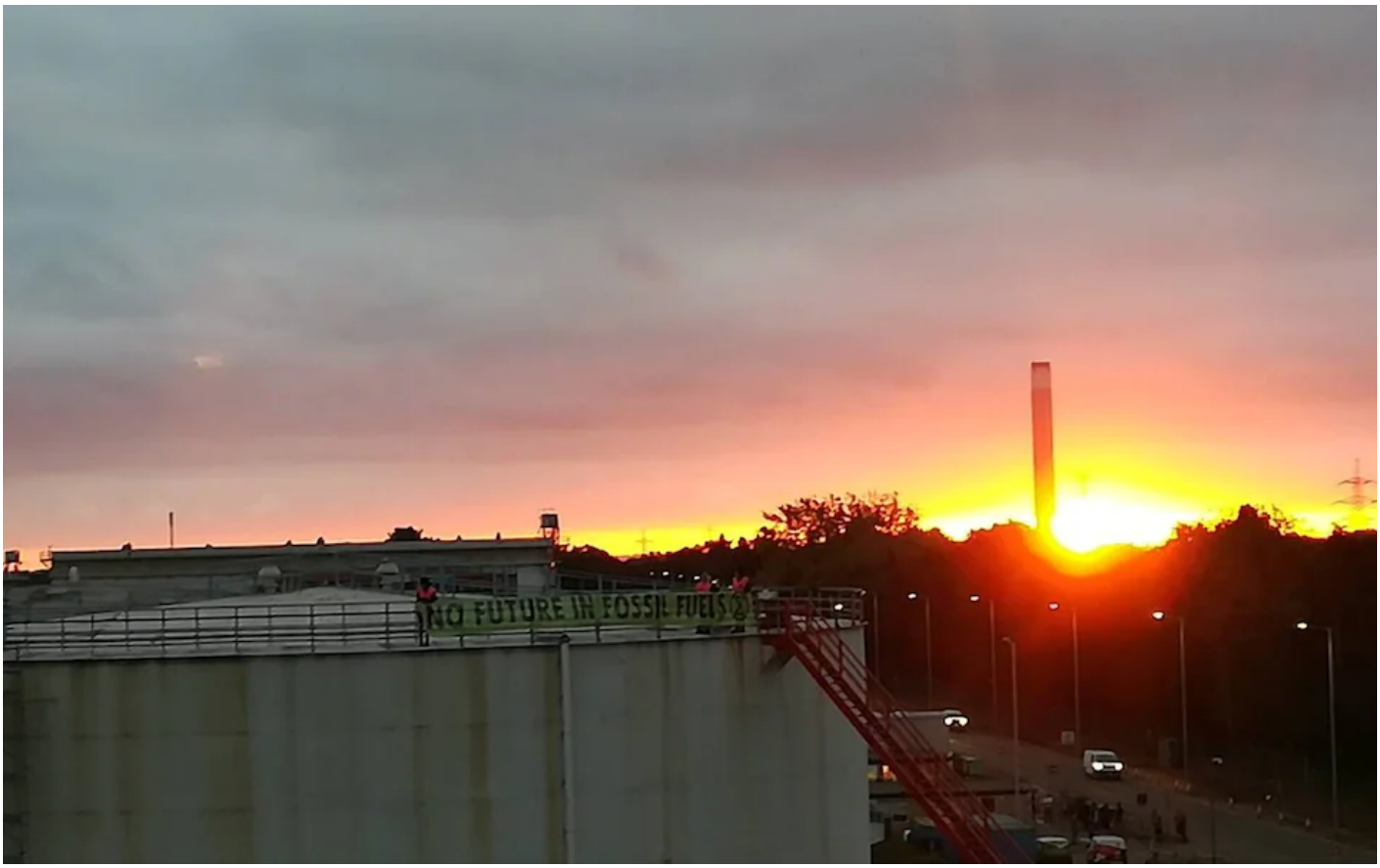
Mr Stott added: "I think it's totally wrong that oil companies continue to put their profits ahead of everyone's right to a future on a living planet.

"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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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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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

By Chris March - chris.march@advertiserandtimes.co.uk

Published: 09:39, 28 October 2021 **| Updated:** 12:59, 28 October 2021

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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.

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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.

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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.

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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.’’

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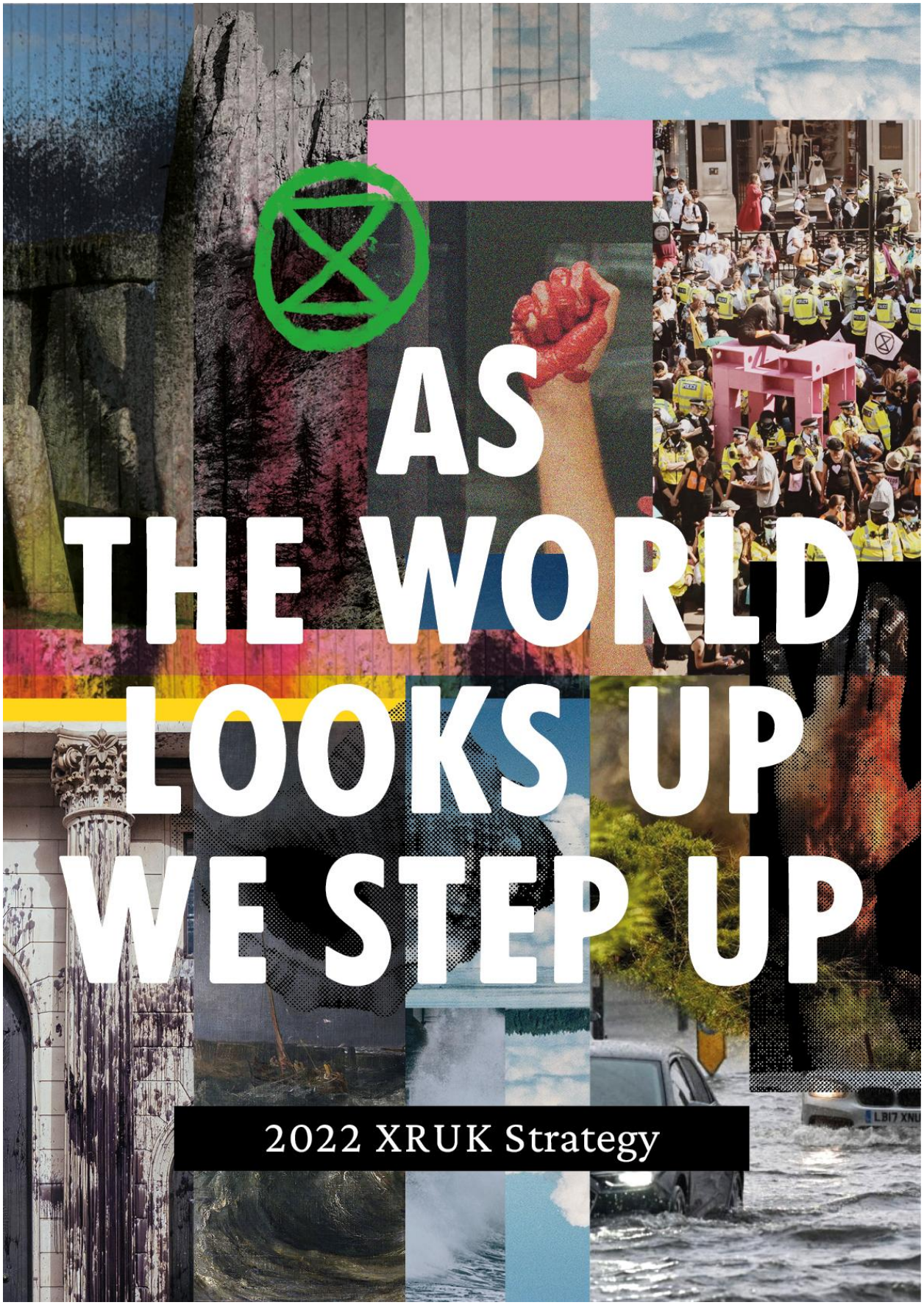
AS
THE WORLD
LOOKS UP
WE STEP UP
2022 XRUK Strategy

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 Declaration of Rebellion 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

1. **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.
2. **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.**
6. **Building new routes to change:** focussing on cultural influence and defections.

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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 draconianism and racism 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 Food & Land Sovereignty, Clean Air, Water & Oceans 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 referendum on net zero 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:

1. **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

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In order to **grow the movement** in a big way over 2022, we must also set our intentions on our mobilisation strategy!

1. **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.

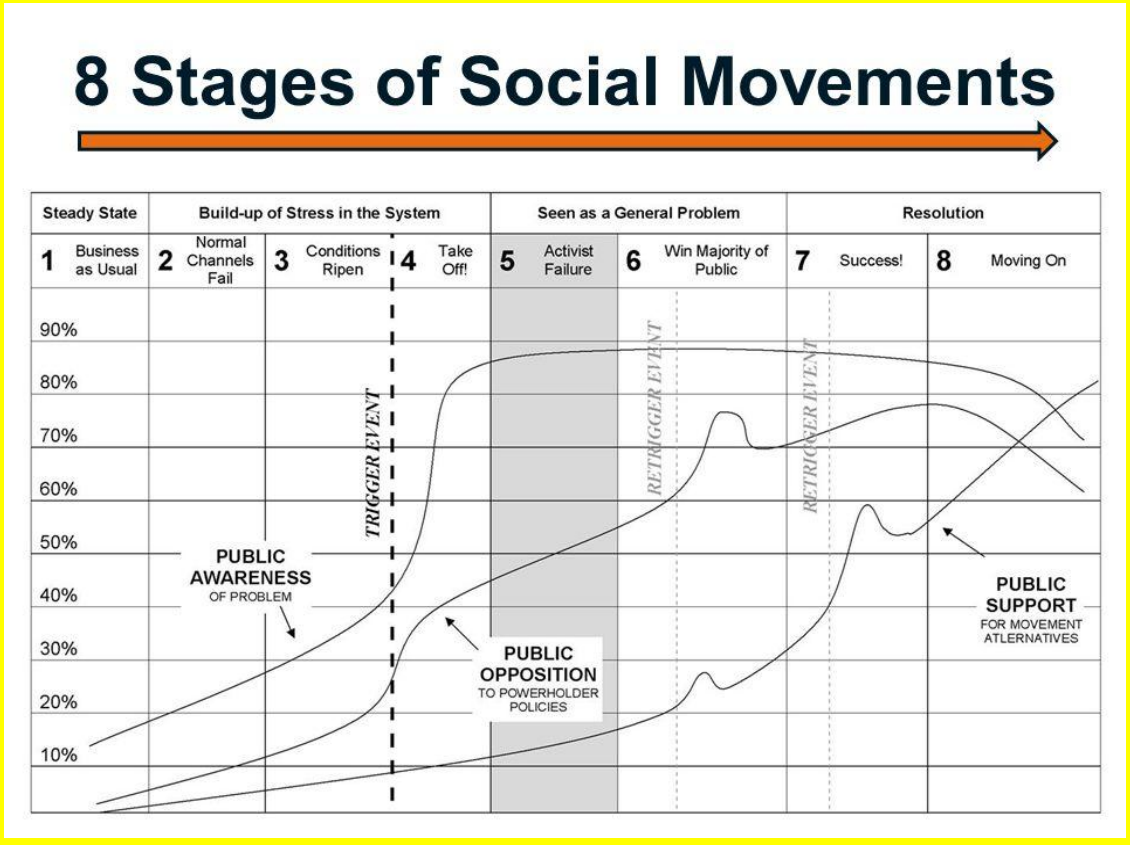
Diversity, openness and ease of participation are key.

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. Bill Moyer's 1980s research 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: How to start a local group

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 lots of ways of mobilising 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** **Door-knocking** **Rebel Ringing**
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 Rebel Academy and Rebel Toolkit.

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, Animal Rebellion, HS2 Rebellion and Money Rebellion, 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 relationshipsxruk@protonmail.com

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 Affinity Youth Network which is a new umbrella coordination group founded by XR Youth Solidarity, Radical Restart, and Global Majority Vs focusing on youth climate action based on solidarity and justice. They are engaging and growing relationships with XR Youth Support and XR Universities. 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, reach out on Instagram.

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 US

Military Veterans 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 Public Order Act 1986 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 this work. 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 Civil Resistance 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.

Please commit to taking disruptive action or supporting those that are during April here. 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

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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 Systems Realignment 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 sociocracy and holacracy. There have also been updates to the XRUK Constitution.

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 XR Constitution. (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:

1. Give feedback directly to each other or communicate directly with the Internal Coordinator of the circle involved. (See the Hub 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 speak to the SOS team for further advice and guidance.

If it's an individual problem and neither IC was able to help you resolve it then a conflict resolution process 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 Transition Network and ask if they would be up for collaborating to host xr events, talks, and workshops etc. Inspiration: The Remakery, Civic Square, Brixton Pound, Community Pub.

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 ferocious love of these lands in our hearts.

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:

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.

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 *Just Stop Oil* , the sponsor of this form.

Edit Subscription Preferences

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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

What is Just Stop Oil? Here's the plan:
https://docs.google.com/document/d/1Li5xHHCRg52Cg8AxunWOHDWvGt_qrYiA1GqO4Nq0l2w/edit?usp=sharing

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

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- 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.

Edit Subscription Preferences

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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.

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[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..

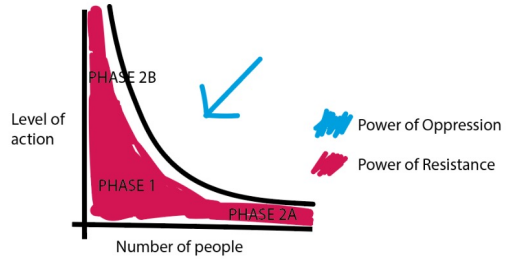
Mobilisation: The new 'Recruitment & Community' team will help us to grow our movement. The team will hold 20-30 public meetings per week online and in person across the UK. They will use leaflets, online ads and local networks to promote talks that will be held in community spaces and homes. There is 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.”*

4 Tweets

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

JustStopOil @JustStop_Oil · Feb 4

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.

1 15 33

Just Stop Oil

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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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Help support the Just Stop Oil campaign

This payment will appear on your statement to:
'Climate and Ecology Marketing Ltd'

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National Open Zoom Sessions

Join the Just Stop Oil Campaign to force the government to halt investment in new fossil fuels.

Sundays at 4pm

Register Here

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Our Responsibilities At This Time – Lewisham

February 7, 2022, 7:00 pm - 9:00 pm

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Our Responsibilities At This Time – Nantwich

February 8, 2022, 7:00 pm - 9:00 pm

...Read More »

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Our Responsibilities At This Time – Woolwich

February 8, 2022, 7:00 pm - 9:00 pm

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Our Responsibilities At This Time – Chesterfield

Our Responsibilities At This Time – Lancaster

February 9, 2022, 7:00 pm - 9:00 pm

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Our Responsibilities At This Time – Liverpool

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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

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Our Responsibilities At This Time – Kingsthorpe

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Our Responsibilities At This Time – Sandiacre, Nottingham

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Our Responsibilities At This Time – Southsea, Portsmouth

February 10, 2022, 8:00 pm - 10:00 pm

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Our Responsibilities At This Time – Bristol, Southville

February 11, 2022, 6:30 pm - 8:30 pm

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Responsibilities At This Time – Cotteridge

February 13, 2022, 12:30 pm - 3:00 pm

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Our Responsibilities At This Time – Manchester

February 15, 2022, 6:00 pm - 8:00 pm

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Our Responsibilities At This Time – Middlesbrough

February 12, 2022, 1:30 pm - 3:30 pm

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Our Responsibilities At This Time – Newcastle Upon Tyne

February 13, 2022, 2:00 pm - 4:00 pm

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Our Responsibilities At This Time – St Helens

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Our Responsibilities At This Time – York

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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

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Our Responsibilities At This Time – Burnley

February 20, 2022, 2:00 pm - 4:00 pm

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Our Responsibilities At This Time – PLYMOUTH

February 21, 2022, 7:00 pm - 9:00 pm

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Our Responsibilities At This Time – Kendal

February 22, 2022, 7:00 pm - 9:00 pm

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Our Responsibilities At This Time – Leeds

February 24, 2022, 6:30 pm - 8:30 pm

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Our Responsibilities At This Time – Northampton

February 26, 2022, 5:00 pm - 7:00 pm

...Read More »

Register »

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

JSO has changed their branding

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.

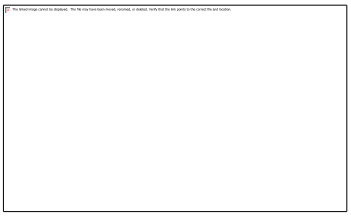
Phase 2A: Teams will block petrol stations . Many people will do sit-ins in the forecourt of the petrol stations. Other people may choose to do tanker-surfing and spray paint filling points.

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 **JSO** on Action Network. 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 Internal briefing document

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

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."
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.

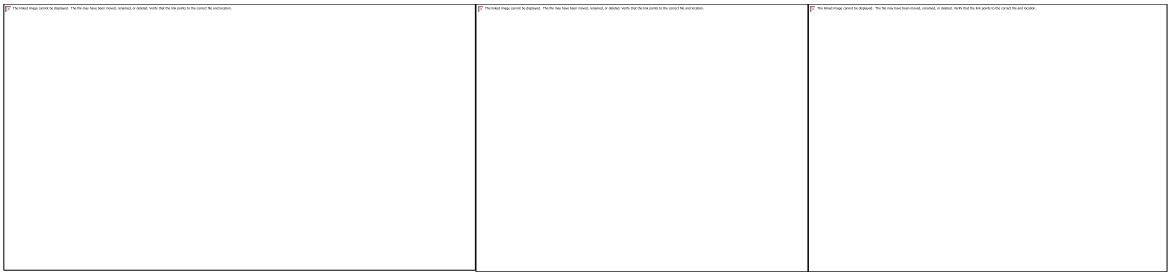
It's looking pretty fucking grim but it is possible to do something, to limit the damage. Indeed we have a moral duty to do so. Let's not pretend otherwise. It has been done many times in history – through disciplined protracted nonviolent civil disobedience. As developed by Martin Luther King and Gandhi. The question is do we have the courage?

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.

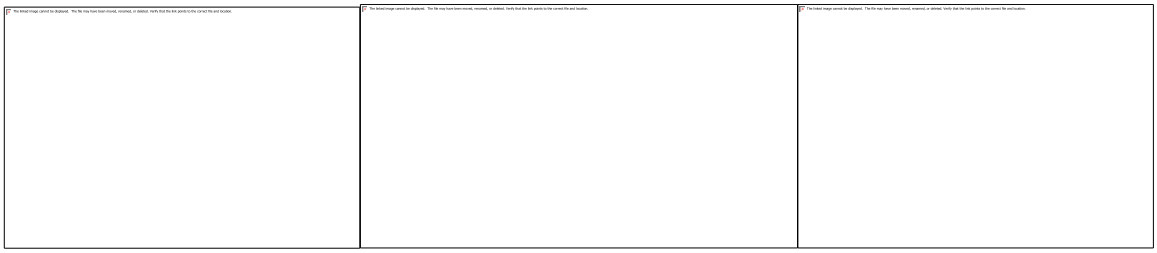
With a simple demand, to reduce carbon emissions by insulating UK homes, and a simple tactic, peacefully blocking the main roads and motorways day after day, week after week, Insulate Britain created a national conversation around what we need to do to get on with the job of decarbonising Britain. After 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.



NEW YORK, 25th OCTOBER 2021



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.

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: No New Oil : 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.

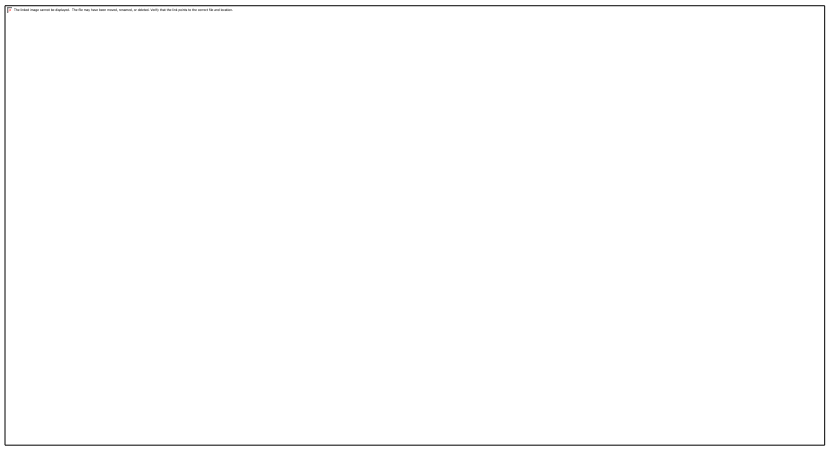
Why: The NGOs and various politicians are busy calling out specific oil fields. We want to aim higher, to know that our demand tallies with our vision so that we can act in full strength. That is why we are going for the brave and prophetic ask, the big win, to demand an end to all new oil..

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, 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 Extinction Rebellion spin-off Just Stop Oil 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 Insulate Britain, 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.

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 **Farnborough**'s Queen Elizabeth Park on Wednesday (February 2) on the same day **ExxonMobil works to prepare the land for an Esso pipeline** were due to begin.
The pipeline is being built to transport fuel from Southampton to Heathrow.

READ MORE: Esso pipeline: Oil company to start work after Farnborough Queen Elizabeth Park concerns
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 HERE.

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

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R protestors were in Queen Elizabeth Park, Farnborough (Image: XR)

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In YourAre

inction Rebellion (XR) members were in Farnborough, protesting against a new pipeline being built through a country park.

138212091369 138212091369

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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UNBOXED CREATIVITY IN THE UK Line-up of amazing FREE events begins! FIND OUT MORE

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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
rk planned ahead of the installation of the new aviation fuel pipeline.

mpshire 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.

d out how you can get more HampshireLive news straight to your inbox HERE

KEY EVENTS

The protest comes to an end 13:07

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A

ıe protest comes to an end

ıfirmed by Extinction Rebellion, today's protest in Farnborough has come to an end.

ɾe 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.*
>
> *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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76516486337

2:29

ROBERT EDWARI

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 th l 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

ESSO are building a new pipeline to carry fuel from Fawley oil refinery to Heathrow.

They are cutting down trees in Queen Elizabeth Park,

138212091369

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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 numb
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.

Comments

1:41

ROBERT EDWARI

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.

Comments

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1:38

ROBERT EDWARI

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ore details on the Esso pipeline

evelopment Consent Order for the Esso pipelir London, was granted by Business, Energy and ustrial Strategy Secretary Alok Sharma in Octob

76516486337

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 du 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:

Permission granted for huge 95km Esso Southampton to London pipeline through Hampshire

Comments

1:29

ROBERT EDWARI

lice on the scene

have approached Hampshire Constabulary for more details on the protest taking place in Farnborough this morning.

138212091369

138212091369

Comments

Privacy

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

@damiengayle

Mon 14 Feb 2022 15.30 GMT

Activists fronting a new campaign masterminded by Roger Hallam, the strategist behind Extinction Rebellion 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.

Article count **on**

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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.

extinction rebellion

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

extinction rebellion

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Just Stop Oil protests: Terminal operations suspended and arrests made

2 days ago

UK climate change protests

PA MEDIA

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.

ExxonMobil UK, one of the country's largest privately owned underground oil

ExxonMobil 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.

PA MEDIA

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

bring this to a conclusion."

EXTINCTION REBELLION

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**.

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.

PA MEDIA

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.

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."

SOUTH BEDS NEWS AGENCY

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.

EXTINCTION REBELLION

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."

More on this story

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Just Stop Oil: More than 200 arrested after oil terminal protests

15 hours ago

UK climate change protests

JUST STOP OIL/ PA MEDIA

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.

Activists from Just Stop Oil have obstructed access to terminals across

Activists from Just Stop Oil have 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.

JUST STOP OIL / PA MEDIA

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.

PA MEDIA

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.

PA MEDIA

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

Six arrested as protestors blockade oil terminals across the country

Protests began this morning and will spread across the country

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By Neil Shaw Network Content Editor

06:57, 1 APR 2022 | UPDATED 07:29, 1 APR 2022

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HOPSMORE CRAFT BEER CLUB WIN

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.

Loading

HOPSMORE CRAFT BEER CLUB WIN

"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.

It 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 on 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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Uk-news

Ten major oil facilities blocked by protesters as energy price cap rises

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We'll be bringing you the very latest updates, pictures and video on this breaking news story.

(

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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QUEEN'S BENCH DIVISION

B E T W E E N:

(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

AM3

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.

. said: 'Fed up with a government burning your future – Join us on the road.'

The activists are calling for the UK government to stop funding all new investments in oil, gas and coal (Picture: PA)

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.'

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

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.'

The 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.'

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 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**

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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

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Just Stop Oil activists during the blockade of Esso Birmingham Fuel Terminal (Image: PA)

"Scores of people sat in the road to block oil tankers from leaving each site, while others climbed on top of oil tankers, including over 30 young people at the Navigator Oil Terminal

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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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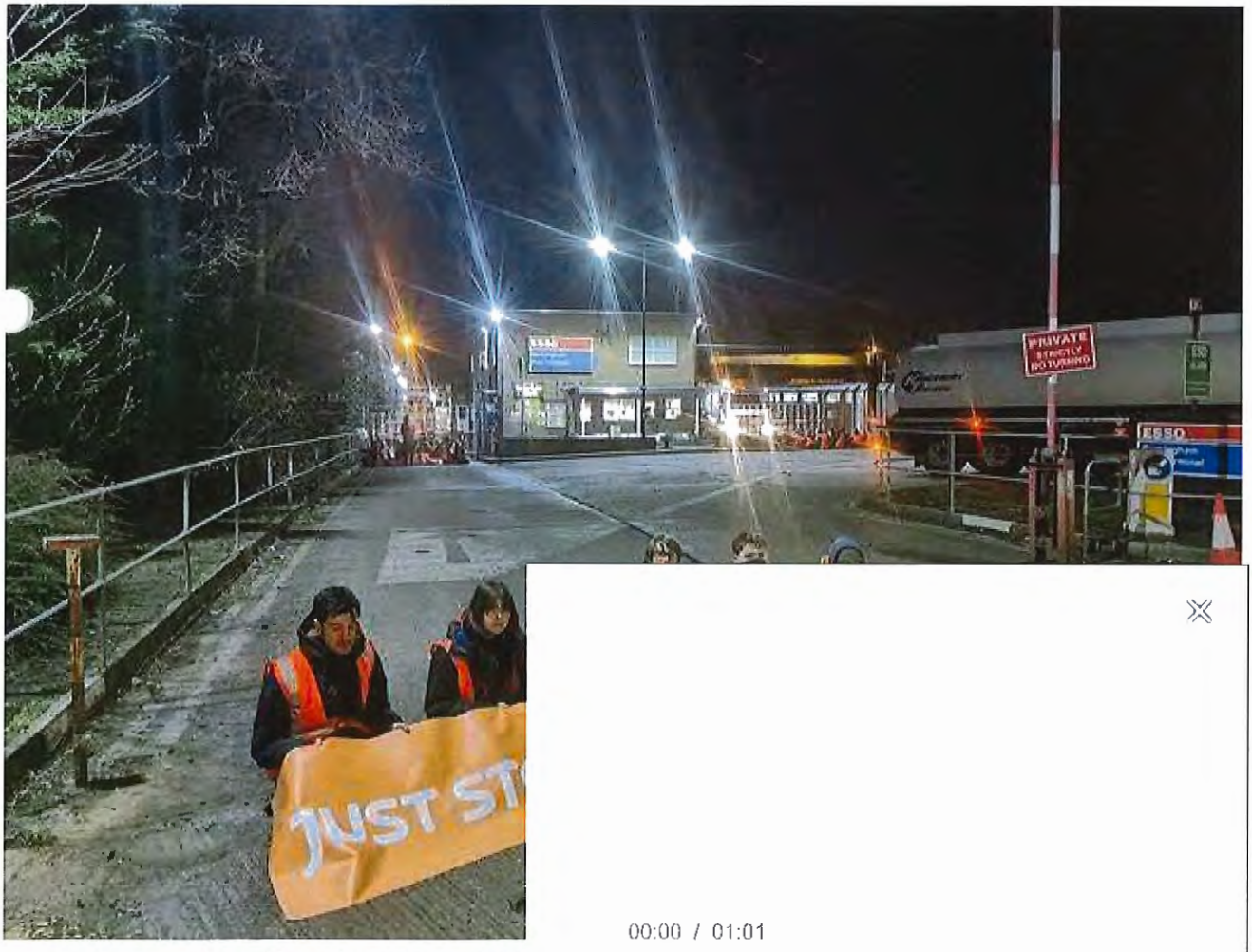

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at the site in Birmingham th...

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 choice

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PRIVACY

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 means millions dying of heat stress, losing their homes or

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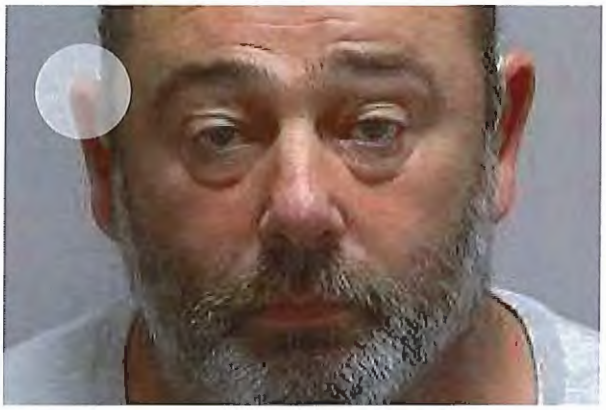

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Demonstrations are expected across the country in the coming days over the cost-of-living crisis.

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.

UPDATE: Six people have so far been arrested in Essex, according to the police.

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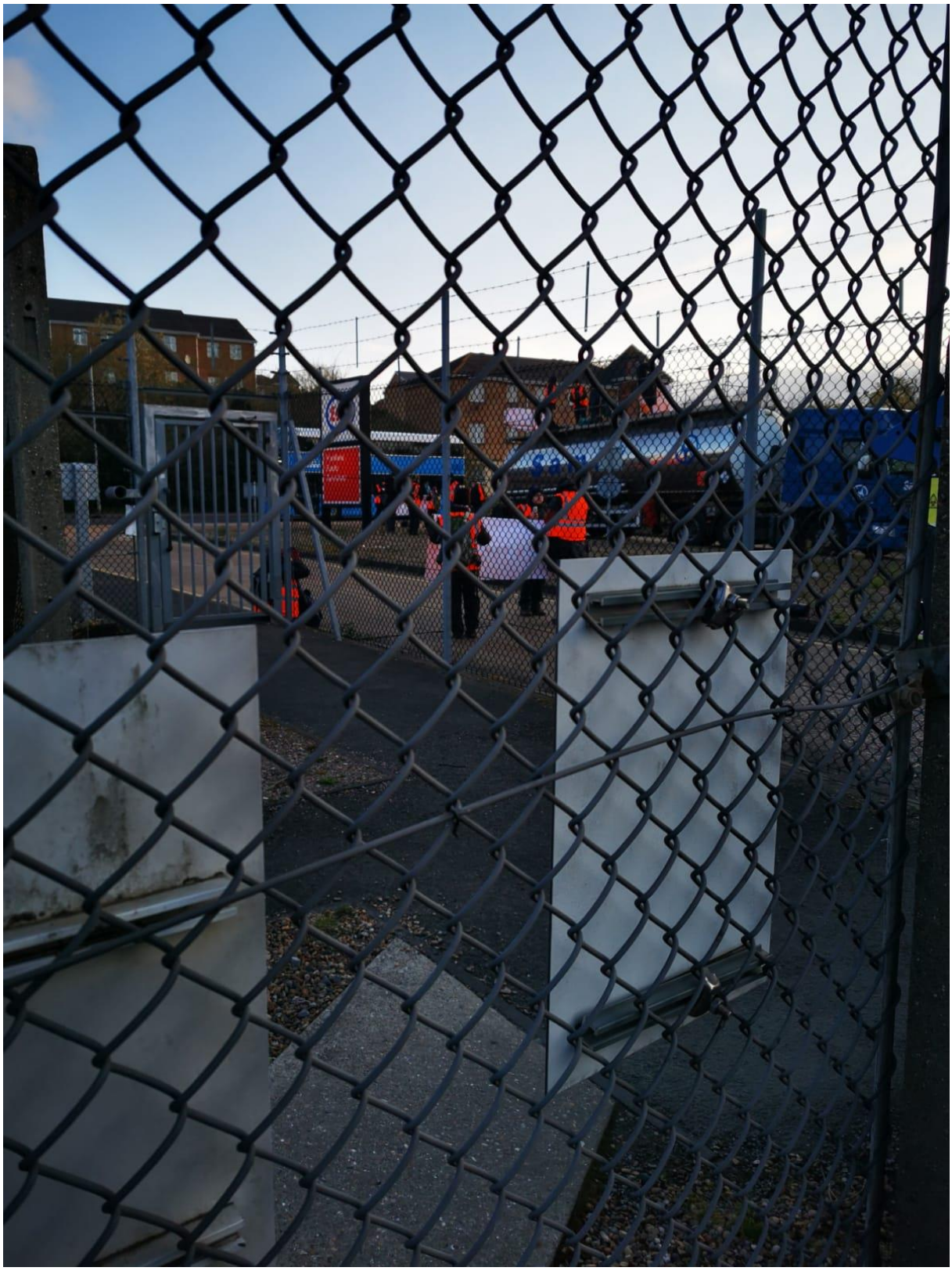

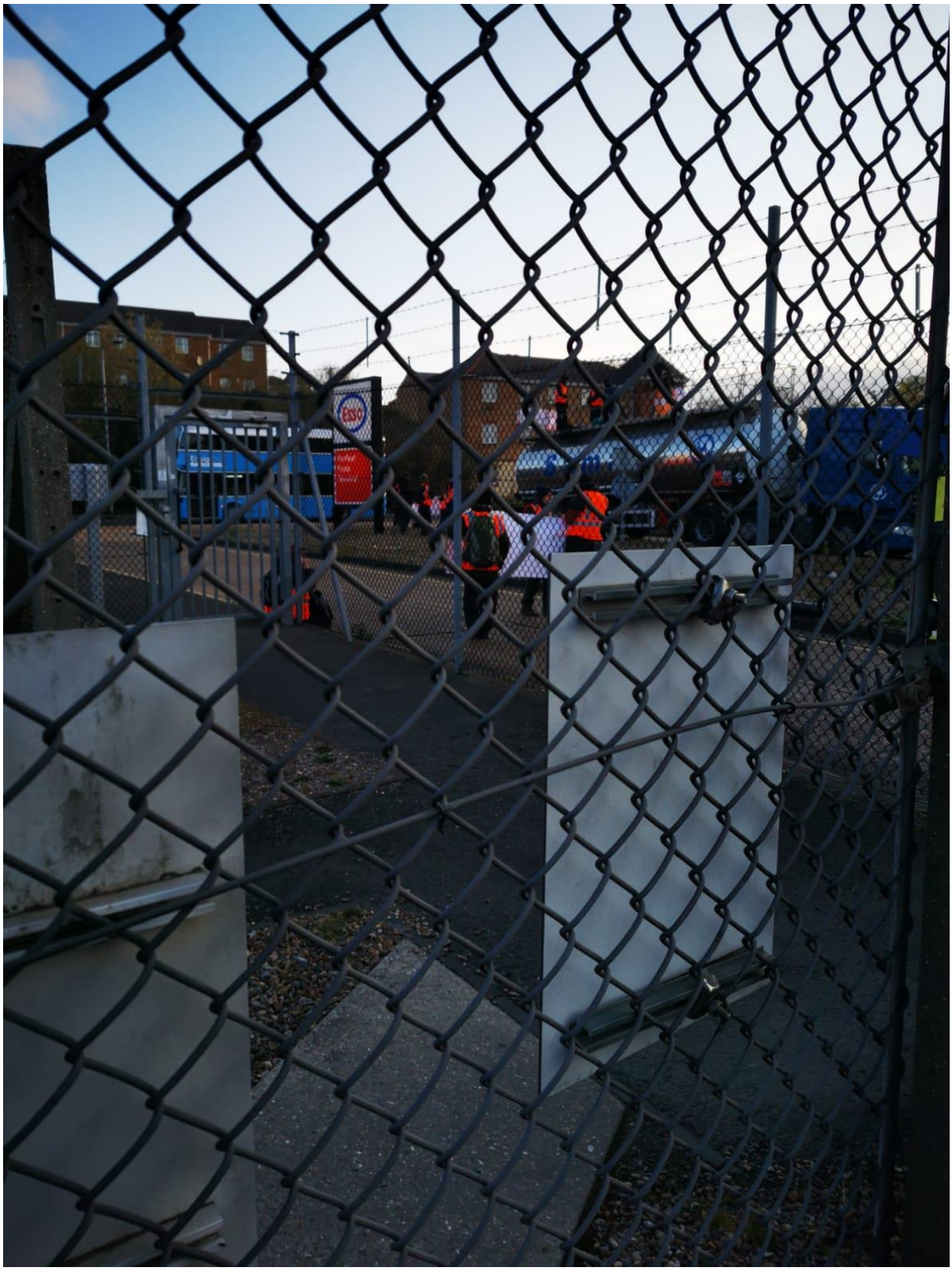

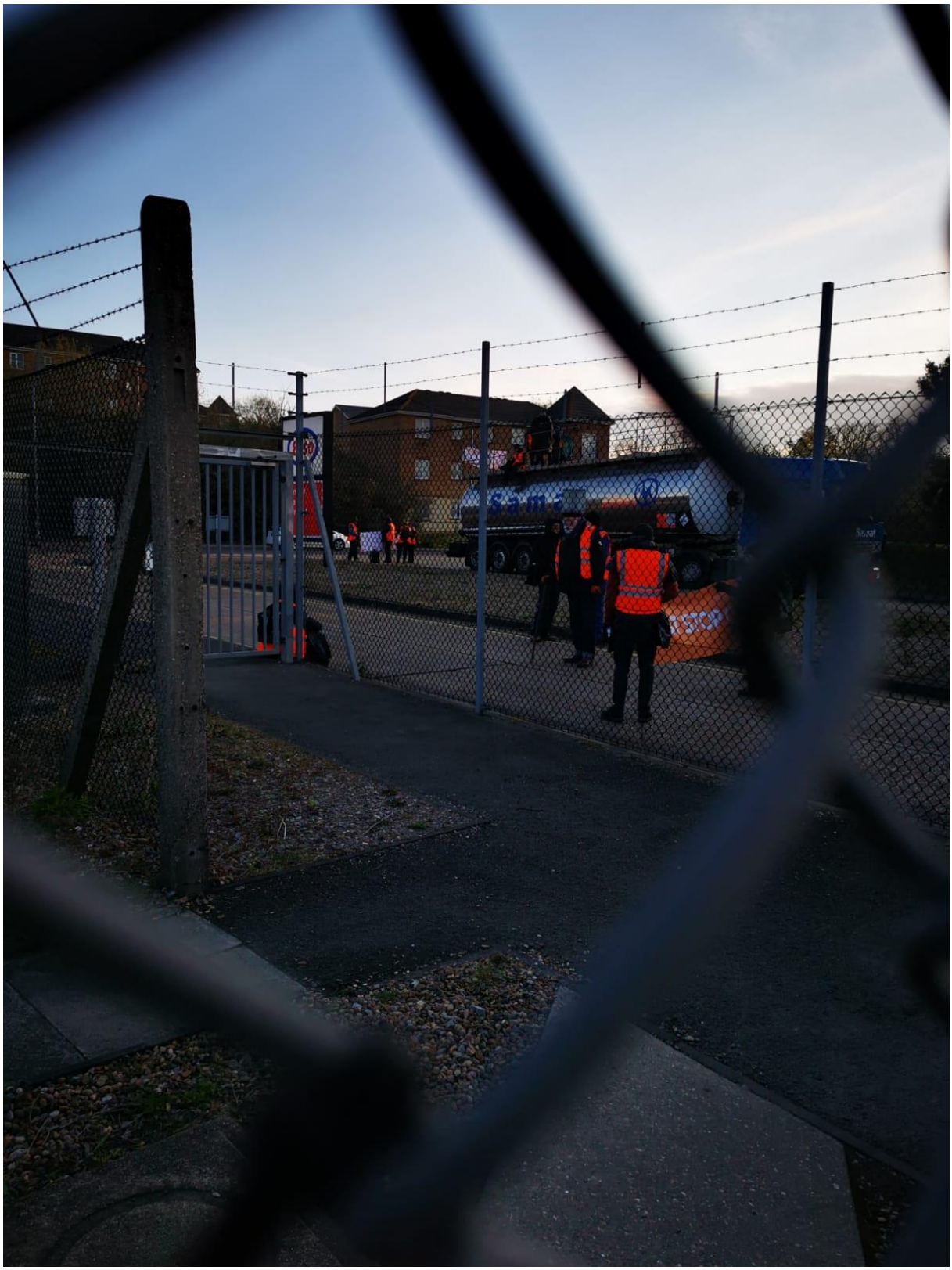

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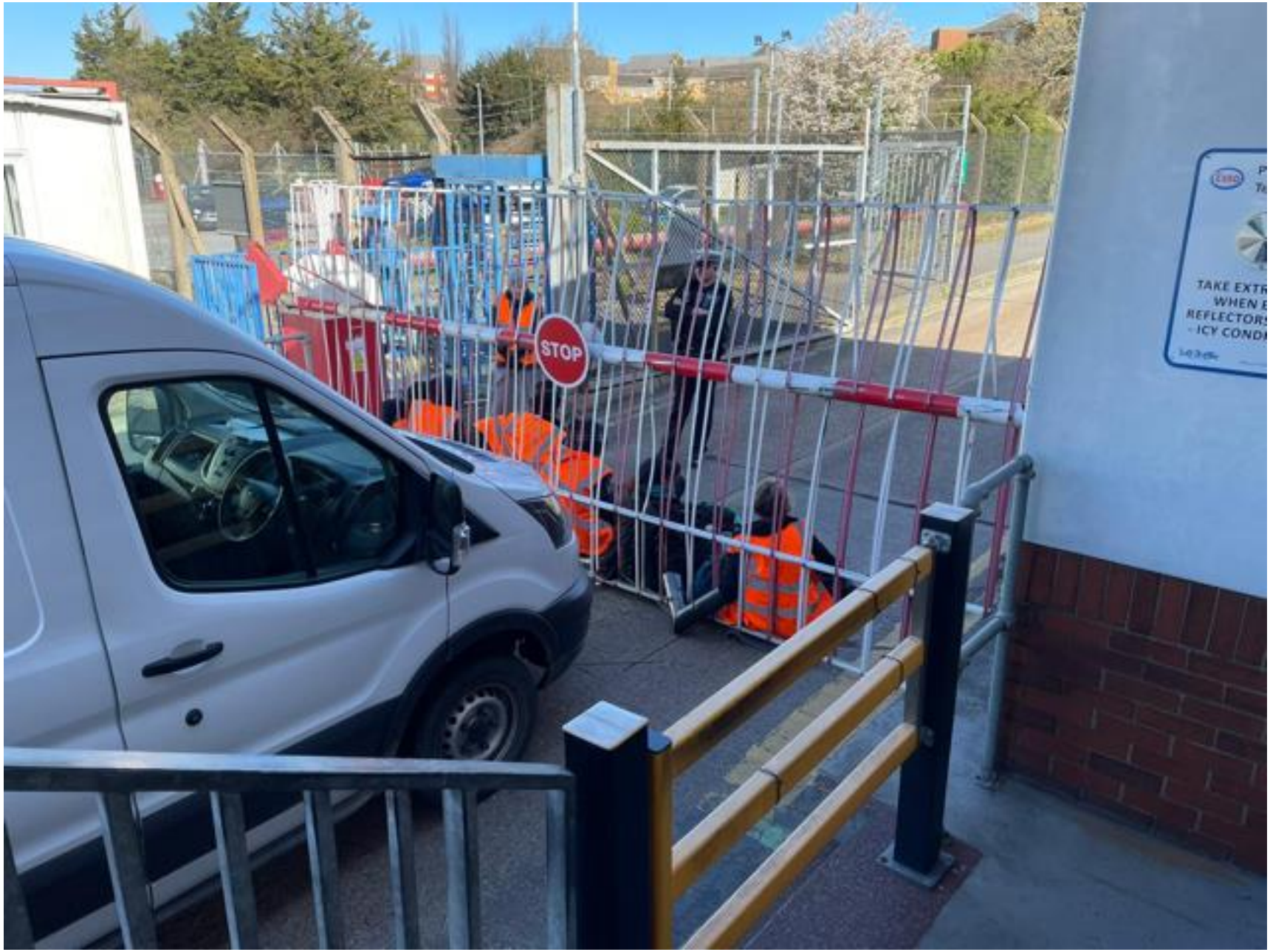
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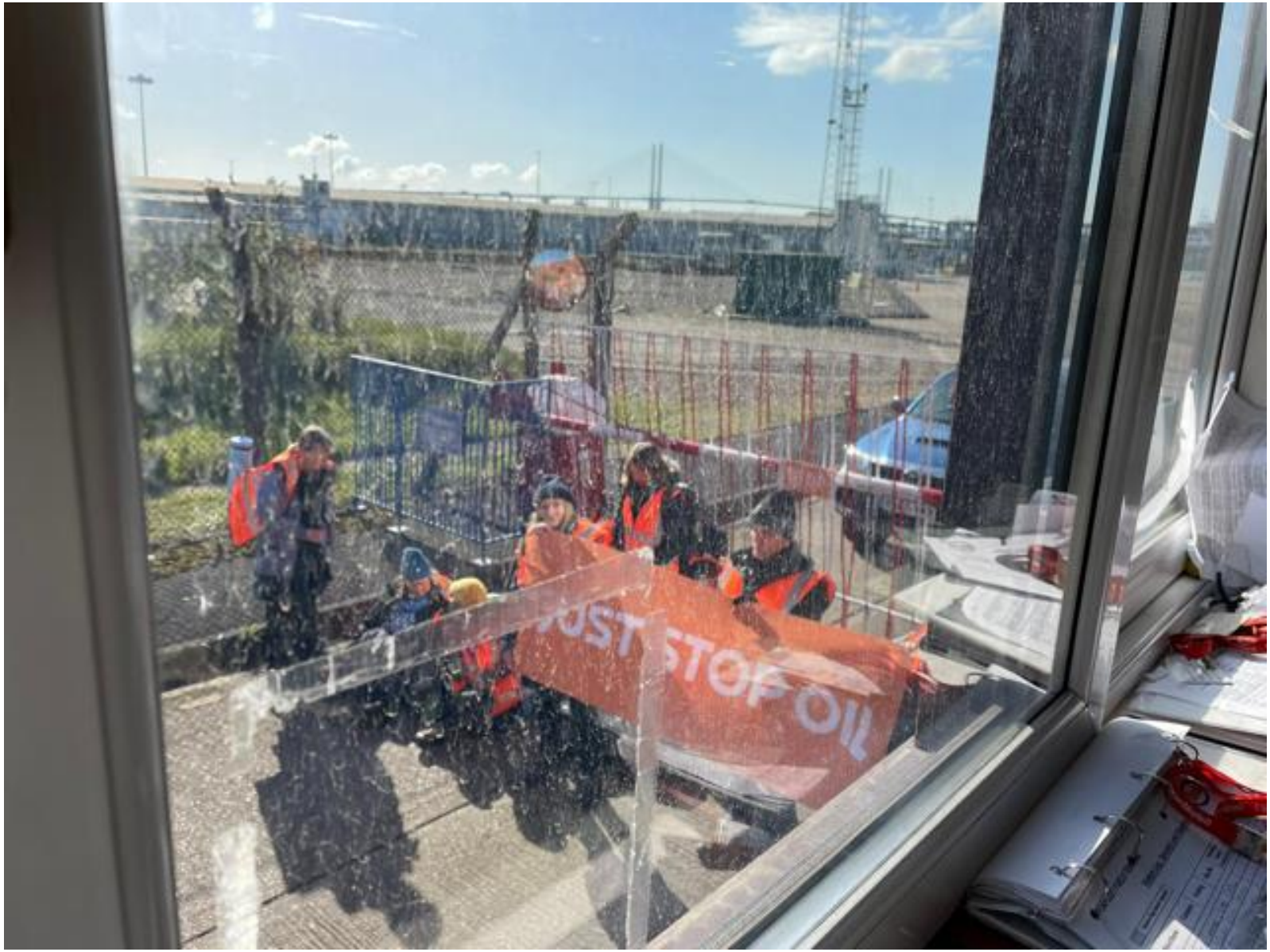
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Essex Police make 83 arrests as oil terminals blocked

1 day ago

UK climate change protests

ESSEX POLICE

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.

JustStopOil @JustStop_Oil · Apr 2, 2022
Replying to @JustStop_Oil
The tunnels now run under the tarmac - the road needs to be closed

JustStopOil
@JustStop_Oil

In the tunnel - these people are butting themselves in danger calling for #NoNewOil - calling on the Government to protect us all.

11:33 AM · Apr 2, 2022

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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**
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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 **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.

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.

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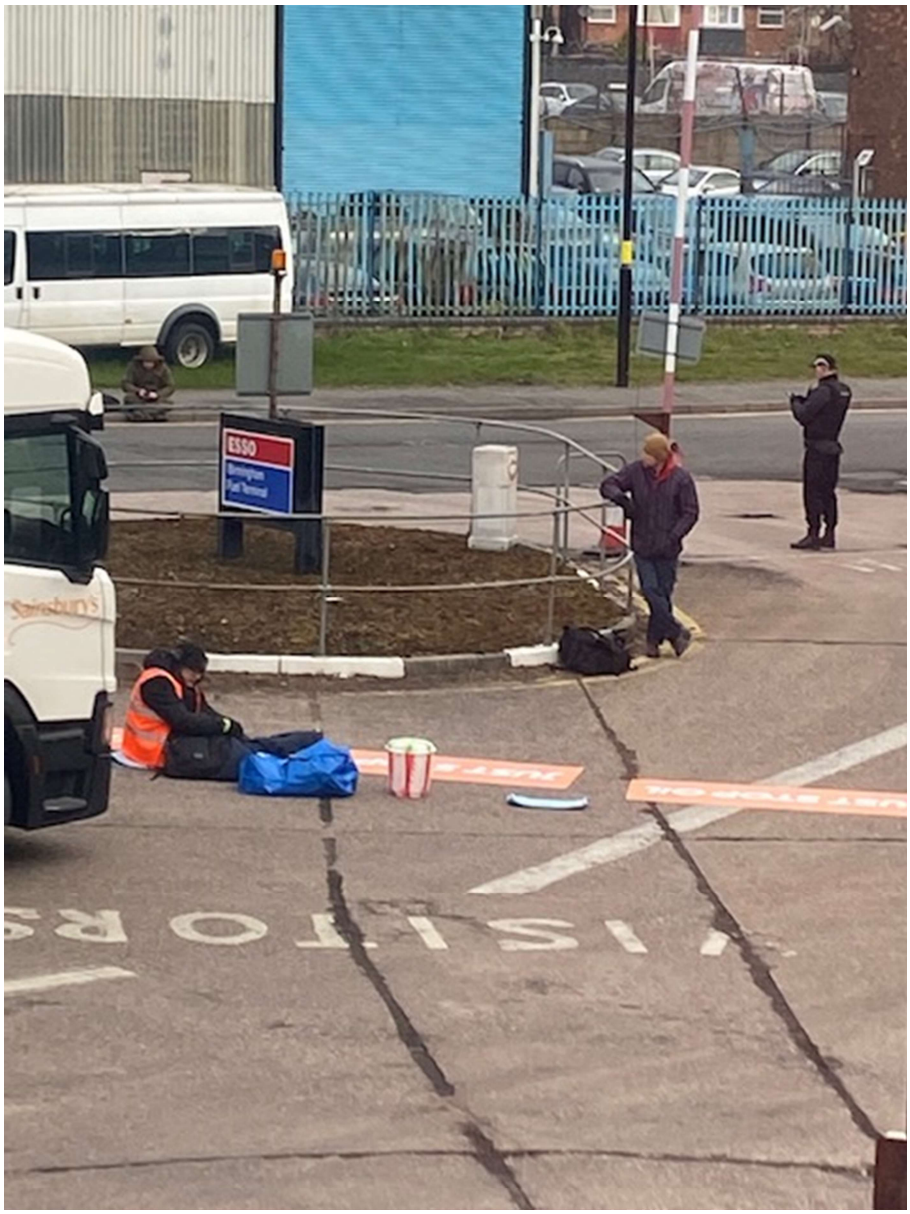
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Just Stop Oil protestors hiding in Essex underground tunnels with 'no food or water' for 4 days

The protestors are demonstrating against the production of oil barrels of North Sea oil and gas

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By Adam May Senior Reporter
14:01, 5 APR 2022

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Protesters block oil depot in Essex

Credit: Just Stop Oil

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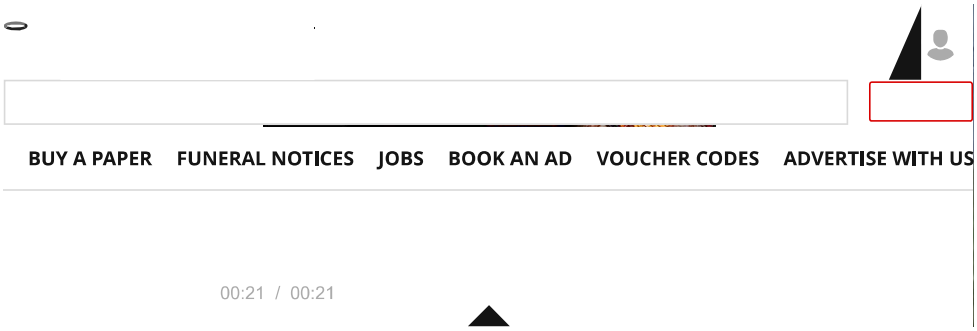

PROTESTERS BLOCK OIL DEPOT IN ESSEX

A number of climate change protestors have been hiding in underground tunnels in Essex for days, with many claiming to have had no food or water. Nearly 200 Just Stop Oil protestors have now been arrested in Essex with demonstrations taking place up and down the country over the last five days.

Here in Essex, protestors targeted Corringham's Thames Oil Port, Inter Terminals UK Ltd in **Grays** and Navigator terminals Thames, also in Grays, on Sunday. The protestors are demonstrating against the production of oil barrels of North Sea oil and gas.

Activists from Just Stop Oil and Extinction Rebellion groups obstructed 10 fuel sites in the Midlands and southern England in the early hours of Friday morning to stand up against "expanding UK oil and gas production".

Read more: Just Stop Oil activists target depot

Footage that's been widely shared on social media now shows a number of protesters hiding in underground tunnels. Essex fire crews have been on hand to help police officers in trying to remove them.

In a video shared by Just Stop Oil on April 4, Ben, 27, explained why he has been hiding in an underground tunnel near to the Navigator oil terminal in Essex for four days, and added that he'll leave the road once all new oil and gas projects are stopped. He said: "I'm p***** off that our government is still investing in new fossil fuel projects.

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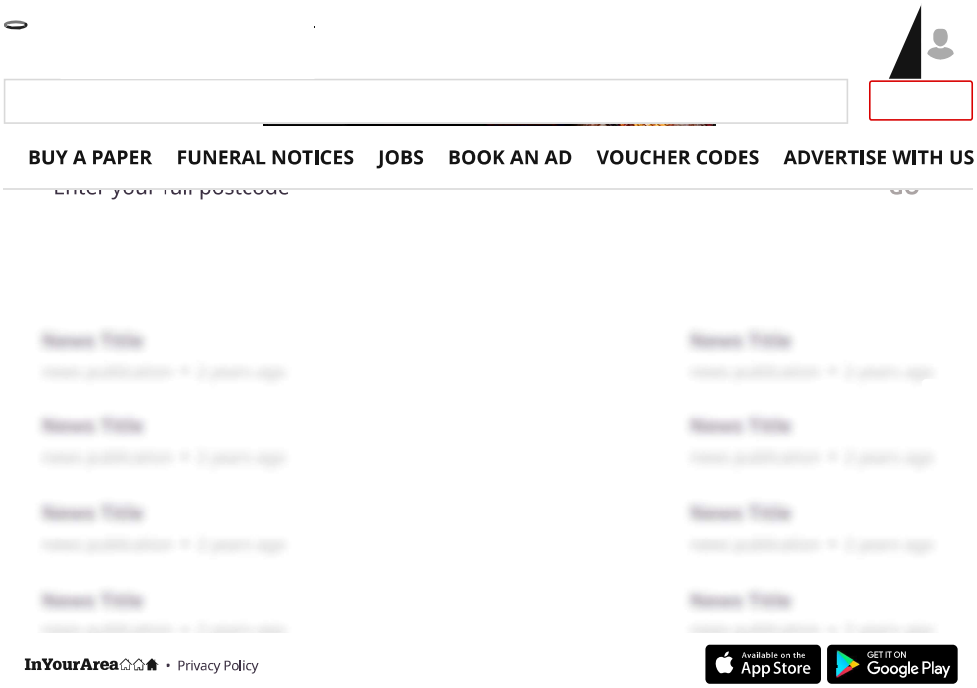
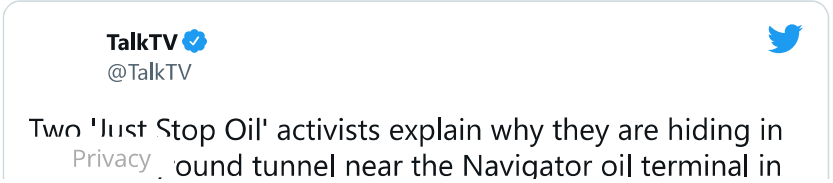


"So, I'm in a tunnel under the road next to an oil refinery. Why am I here? Well, oil is killing people and it's happening now, it's fueling war and it's destroying everyone's future. It's geocidal, basically, it's f***** up. So what I'm asking is that the government gets f****** grip. We need an emergency response to get off oil and gas now. This needs to be paid for by the fossil fuel companies and the rich, not ordinary people."

Another woman says she's been in the tunnel for two-and-a-half days. She could be seen in a video with what appeared to be heavy black dust around her nose and added: "We've asked ourselves, 'Why are we here?' We're here because we're trying to stop the flow of oil, along with many hundreds of other people who are deeply concerned that there is no livable future on this trajectory that we're on.

"We're in a tunnel under the road and we've been here for two-and-a-half days. We haven't eaten anything in a long time, or slept much, but we're doing okay."



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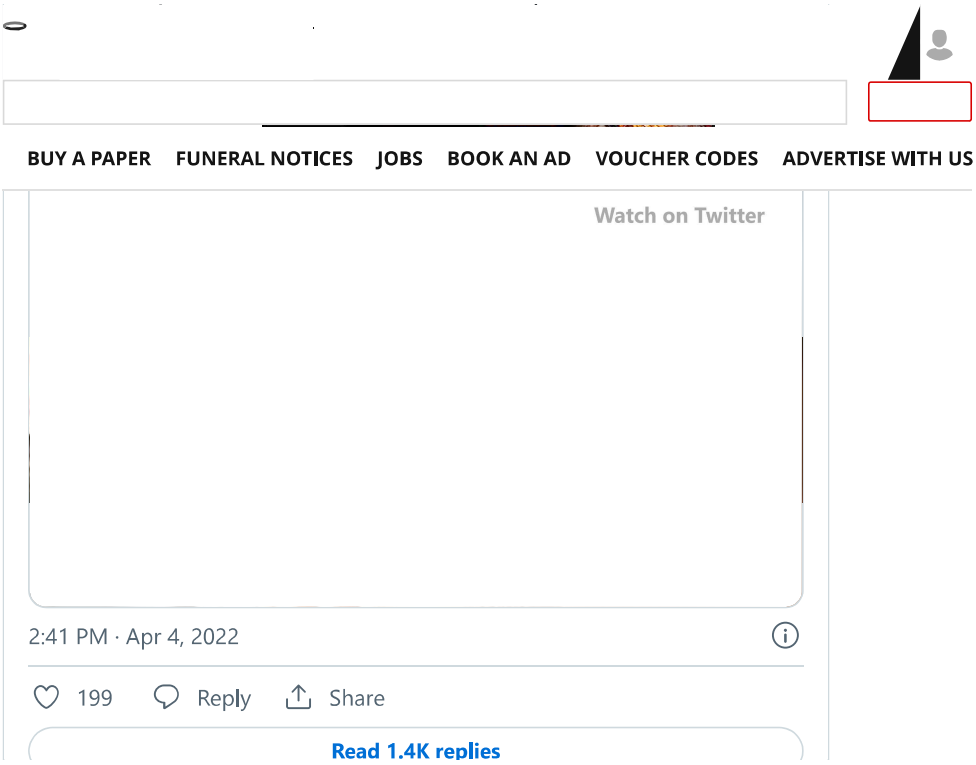

Essex Police confirmed that a further 20 people have been arrested as part of its response to protests taking place in Grays. The force says it's continuing to approach this incident using a variety of police tactics.

A group of 17 people were arrested shortly after 4.50pm yesterday (April 4) at the junction of Stoneness Road and London Road during a proactive stop by officers on patrol. During a search of the group, officers found a number of items which they believed could be used to cause criminal damage.

All 17 were arrested on suspicion of conspiracy to commit criminal damage. Two other people were arrested last night in connection with the protest during a proactive vehicle stop in Grays. One additional arrest was also made when a car was stopped proactively by officers in Grays.

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In total, Essex Police has now made 192 arrests in relation to this incident. Of that number, 24 people have been arrested more than once. Of all the sites originally affected, all but one are now reporting a complete business as usual function and we continue to engage with a small number of people who remain at one site. Police say they want to bring the current situation to a "swift and safe" conclusion.

Essex Police Assistant Chief Constable Rachel Nolan said: "Our response to these protests have now entered the fifth day. Thankfully, we have been able to keep the disruption caused to the affected businesses to a minimum and all but one are now reporting business as usual.

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continuing to work alongside our key partners on this issue and our priority has always been to bring this incident to a safe conclusion and to bring the areas affected back to normality as quickly as possible.

“A large element of that is our proactive response, which again has yielded results in the last 24 hours, with 20 arrests made. As a result, no new protests have been reported on any sites in the area.

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"I want to again emphasise that policing is not anti-protest; we will always endeavour to facilitate protest where we can. However, we must be robust when laws have been broken, that is what our community expects of us.

"That means making arrests when other options have been exhausted and, where we can, pursuing action against those who we believe have broken the law. We are in dialogue with the Crown Prosecution Service, as well as other forces, as we seek to achieve that.”

Meanwhile, in response to protestors occupying underground tunnels, a police spokesperson added: "A small number of people remain in situ at one site. Re[illegible] welfare checks are being carried out on them, both in terms of their health and the safety of them and the surrounding communities. We continue to liaise with them as we seek to bring the situation to a conclusion."

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Eco activist posts toe-curling video impersonating David Attenborough and slamming 'homo sapiens who want to kill themselves with oil' as he ties himself to tanker at oil depot

- **35 activists enter Kingsbury oil terminal in Warwickshire and climb on top of tankers and loading bay**
- **Just Stop Oil protesters lock themselves onto pipework amid demonstration which began at 0.40am**
- **More than 400 activists have now been arrested over the protests which began last Friday, they claim**
- **They are disrupting oil facilities amid demands that Government ends all new UK oil and gas projects**

By MARK DUELL and KATIE FEEHAN FOR MAILONLINE
PUBLISHED: 08:50, 7 April 2022 | **UPDATED:** 07:39, 8 April 2022

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An eco-fanatic who has tied himself to a tanker at an oil depot has shared a toe-curling video of himself impersonating British national treasure Sir David Attenborough slamming 'homo sapiens who want to kill themselves with the black stuff'.

Some 15 members of the Just Stop Oil group were arrested on Thursday morning over the protest at Kingsbury oil terminal in Warwickshire which began at 0.40am as they try to impact fuel availability at **petrol** pumps across England.

The group said more than 400 activists have now been arrested over the protests which began last week as they continue to disrupt oil facilities amid demands that the UK Government ends all new oil and gas projects in Britain.

Campaigners have since shared the awkward nature documentary-style video to their social media channels.

The video opens with the activist calling himself David Attenborough Junior Junior Junior and stating: 'Welcome to another episode of Black Planet.

'We're here looking at the devastation that the black stuff that the homo sapiens love so much but is ultimately going to kill them all.

'I've been around the planet and seen many species but never have I seen an animal that so vehemently wants to kill itself. So I've come to this Kingsbury Oil Depot to see a few homo sapiens fighting for their lives in an attempt to just stop oil.'

Just Stop Oil protester mimics David Attenborough in parody

Watch the full video

0:00 / 0:55

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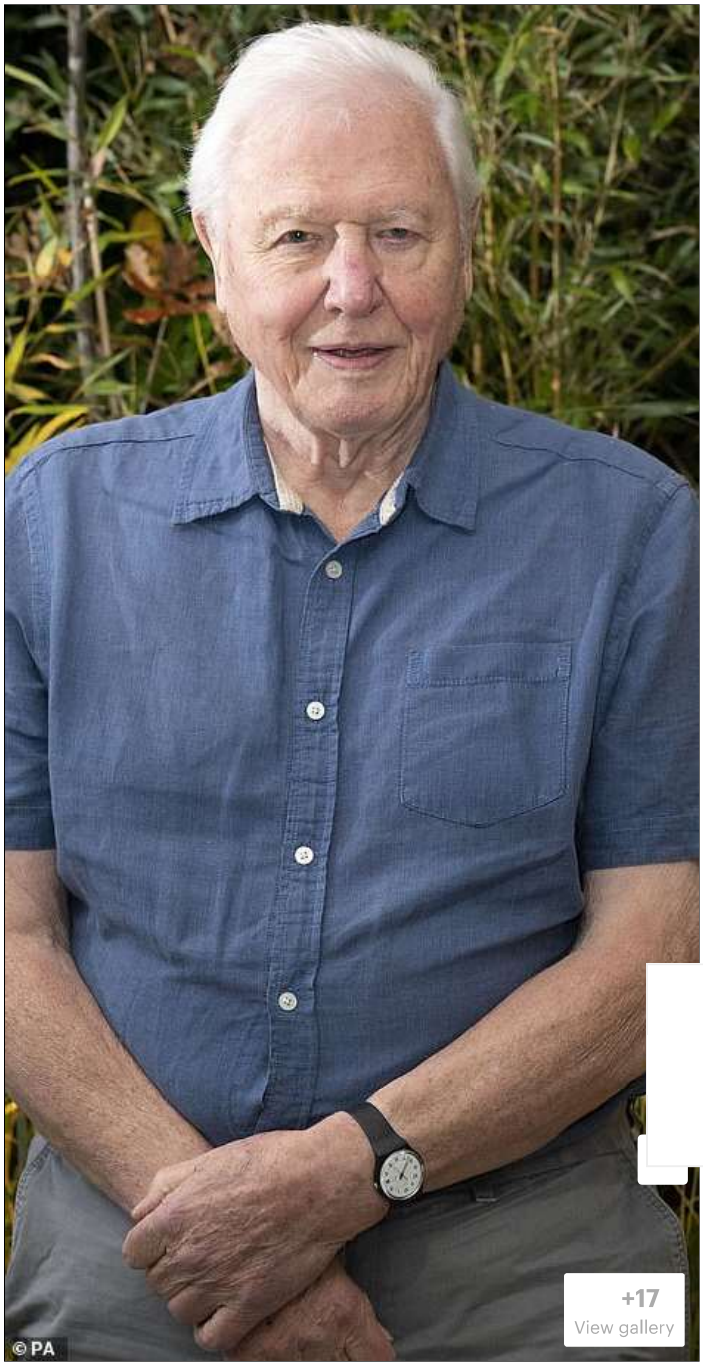


No relation: An anti-oil activist (left) who locked himself to a tanker at an oil depot has shared a toe-curling video of himself impersonating Sir David Attenborough (right) slamming 'homo sapiens who want to kill themselves with the black stuff'

It is unknown if the campaigner in the video is among those who were arrested but the group claims there are still some activists on site.

The group said more than 400 activists have now been arrested over the protests which began last Friday as they continue to disrupt oil facilities amid demands that the UK Government ends all new oil and gas projects in Britain.

Just Stop Oil - which is linked to the larger Extinction Rebellion group, whose demonstrators have also been taking part in the past week's protests - said it had also set up a roadblock today at an entrance to a nearby BP oil depot.

Who was arrested at the Kingsbury oil terminal?

Warwickshire Police said 15 arrests were made overnight into today at the Kingsbury oil terminal for offences including criminal damage and going equipped. Here is the force's list of who was arrested:

- 71-year-old woman from Cumbria – Criminal damage
- 62-year-old woman from Cambridge - Section 241 of the Trade Union and Labour Relations Act
- 51-year-old man from Northamptonshire – Criminal damage
- 51-year-old woman from Cumbria – Criminal damage
- 51-year-old man from Cambridge – Criminal damage

The group said operations at the Navigator oil terminal in Grays, Essex, were still suspended due to its occupation - and it comes ahead of the planned daily 'mass participation' protests from London's Hyde Park this Saturday.

Extinction Rebellion has warned that these protests will be 'more disruptive than ever' and they are 'expecting huge numbers', adding: 'We won't have pink boats, we won't have pink tables, we will just have people power.'

Also this morning, a group of protesters from the 'Doctors for XR' offshoot held a demonstration outside the Treasury building in Westminster in protest against fossil fuel finance and subsidies.

They wore labels on their blue and green scrubs saying 'Doctor - protesting for public health' and held banners saying: 'Clean energy, less war'.

Meanwhile, UK motorists continue to suffer at the pumps with petrol prices hitting record levels in recent weeks after Brent crude oil hit a high of $128 last month - up from lows of $19 seen at the peak of the pandemic.

Warwickshire Police said more than 100 arrests have been made over the past week amid the Kingsbury protests - with an additional 15 arrests made overnight for offences including criminal damage and going equipped.

- 25-year-old man from Germany – going equipped
- 64-year-old woman from Shropshire – Criminal damage
- 51-year-old man from Oxfordshire – Criminal damage
- 65-year-old woman from Hampshire – Criminal damage
- 49-year-old man from Ipswich – Criminal damage
- 67-year-old man from Cheshire – Criminal damage
- 35-year-old man from Barnsley – Criminal damage
- 71-year-old woman from West Yorkshire – Criminal damage
- 65-year-old woman from Shropshire – Criminal damage
- 64-year-old man from Norwich - Criminal damage

The force said a 'large policing presence' remained in the area today, and all 15 of those arrested were in custo
The oldest people arrested today were two women both aged 71, while the youngest was a 25-year-old man.

A police spokesman said: 'We will always respect people's right to peaceful protest but we are committed to taking action against those who break the law and significantly impact on the lives and livelihoods of others.

Chief Inspector Darren Webster from Warwickshire Police added: 'Officers remain at the site of the protests and are taking action where we identify offences have been committed.

'I would like to reassure local people the protests today have been contained to the area around Trinity Road and there is only minimal disruption to the local community and local road network.'

'Its message was clear: any further delay in implementing rapid and deep carbon cuts will result in the death of millions.'

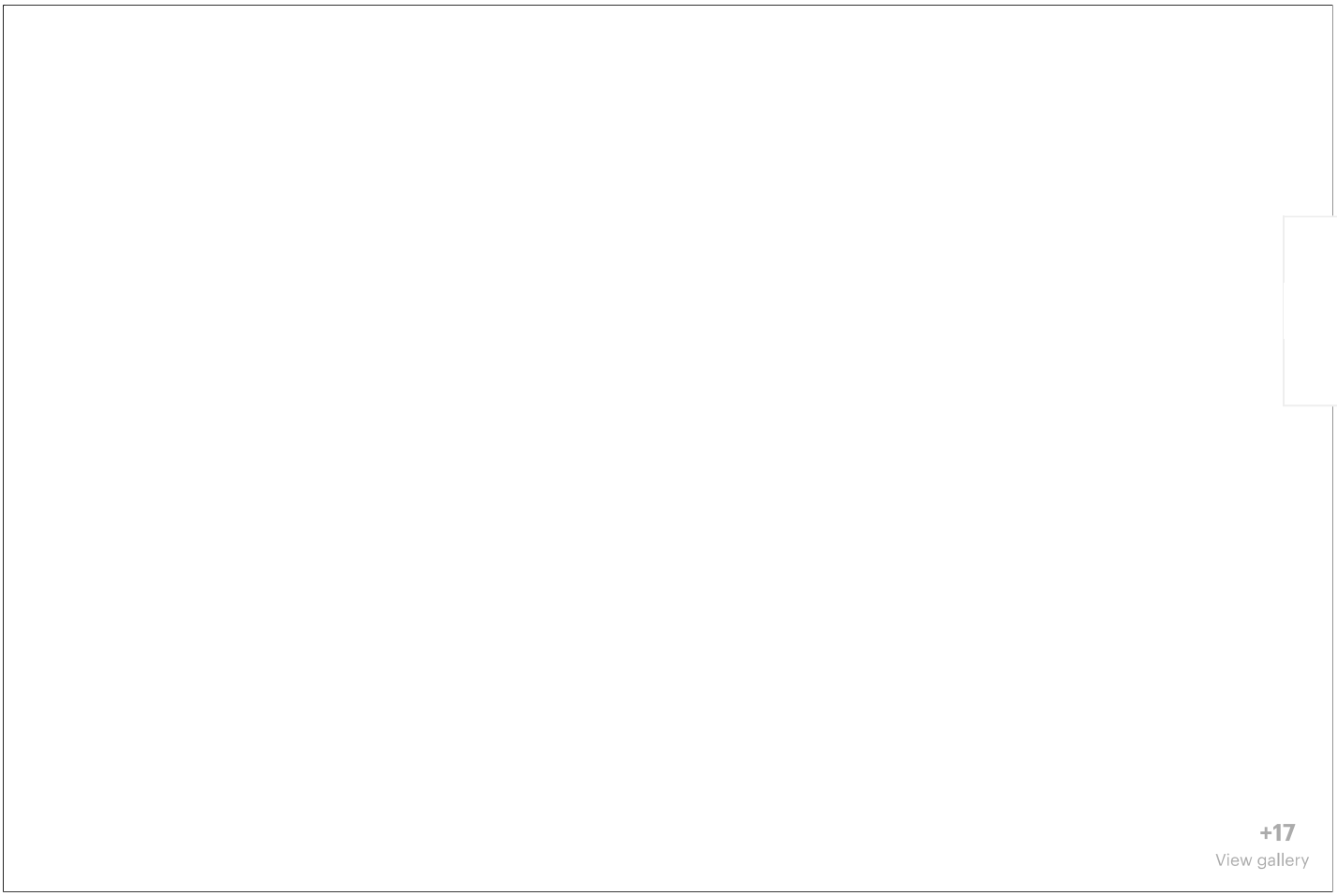
The group also quoted a tweet Antonio Guterres, the UN Secretary General, who said on Tuesday: 'Climate activists are sometimes depicted as dangerous radicals.

'But the truly dangerous radicals are the countries that are increasing the production of fossil fuels. Investing in new fossil fuels infrastructure is moral and economic madness.'

The Just Stop Oil statement continued: 'Fast forward not three days and the publication of the UK Government's Energy Security Strategy. What do they propose? Granting licences to new North Sea oil fields, another look at fracking and purchasing oil and gas from Saudi Arabia? These are the morally bankrupt plans of a criminal cartel protecting oil over life on earth.

'Reducing energy demand through insulating housing is among the most cost-effective measures to cut our carbon emissions and enjoys huge public support, yet it barely figures. The Government has fallen under the spell of shadowy lobbyists for the fossil fuel industry and is obsessed with huge infrastructure projects.

'Boris (Johnson) needs to get a grip, he has referred to the oil funded war in Ukraine as genocide, what then do you call the planned deaths of millions due to the on-going support of the carbon economy?'



The Extinction Rebellion offshoot Doctors for XR protest outside the Treasury building in Westminster this morning

The Government has promised to take back control of energy prices through boosts to nuclear, wind, solar and hydrogen in its long-awaited Energy Security Strategy.

Ministers are promising 'cleaner and more affordable energy' to be made in this country, aiming to make 95 per cent of electricity low carbon by 2030.

Prime Minister Boris Johnson said the strategy, including new nuclear and offshore wind plans, would reduce the UK's dependence on foreign sources of energy.

Yesterday, Essex Police said they had arrested more than 70 people, including two who 'voluntarily emerged from a tunnel'.

The force said the pair were arrested in Grays shortly after 5.30pm on Tuesday after they came out of a tunnel 'where they had remained in situ for several days'.

They were arrested on suspicion of criminal damage and causing danger to other road users. Police said regular welfare checks had been carried out on them for their own safety and that of others.

They said supporters of the group who had dug a secret network of tunnels at the Navigator oil terminal and Grays oil terminals had gone underground as part of the action.

Police said more than 70 arrests were made yesterday following the arrival of more protesters at several locations in Thurrock in the early hours. They were arrested on suspicion of a 'variety of offences', the force said.

On Tuesday, a group of seven people were arrested shortly after 4.45pm following a short protest, police said. They were held on suspicion of committing a public nuisance and obstructing a highway.

The force said a total of 250 arrests have been made to date in connection with the protests. Essex Police said 'a small number of people' remain at one site, with 'all other sites originally affected now clear'.

Essex Police Assistant Chief Constable Rachel Nolan said: 'Despite having a period on Tuesday when all sites were cleared, the protesters have returned in the early hours today, causing disruption to the business community.

'We continue to engage with a small number of people who continue to cause disruption and who remain on site.

PM promises to take back control of energy costs with nuclear expansion

The Government has promised to take back control of energy prices through boosts to nuclear, wind, solar and hydrogen in its long-awaited energy strategy.

Ministers are promising 'cleaner and more affordable energy' to be made in this country, aiming to make 95 per cent of electricity low carbon by 2030.

But Labour said the Prime Minister had 'caved to his own backbenchers' and that the plan would do nothing to help the rising energy costs faced by households.

Boris Johnson said the strategy, including new nuclear and offshore wind plans, would reduce the UK's dependence on foreign sources of energy.

There has been particular worldwide concern about the reliance on Russian oil and gas since the Kremlin's invasion of Ukraine.

Under the Government's fresh plans a new body, Great British Nuclear, will be launched to bolster the UK's nuclear capacity with the hope of up to 24 gigawatts (GW) of electricity by 2050 coming from the source of power, 25 per cent of the projected electricity demand.

It is hoped the focus on nuclear will deliver up to eight reactors, equivalent to one reactor a year instead of one a decade. The strategy also confirmed the intention to push ahead with a nuclear project at the Wylfa site on the island of Anglesey, off the north-west coast of Wales.

Mr Johnson said: 'We're setting out bold plans to scale up and accelerate affordable, clean and secure energy made in Britain, for Britain, from new nuclear to offshore wind, in the decade ahead. This will reduce our dependence on power sources exposed to volatile international prices we cannot control, so we can enjoy greater energy self-sufficiency with cheaper bills.'

The rocketing energy bills faced by families have been caused in part by a post-pandemic rise in demand for gas, with lower levels of production. This was only exacerbated by the war in Ukraine both due to energy supplies but also the production of wheat and some metals.

On offshore wind, the plan outlines the ambition of producing up to 50GW of energy by 2030, which the Department for Business, Energy and Industrial Strategy (Beis) said would be more than enough to power every home in the UK.

Some 5GW should come from floating offshore wind in deeper seas and planning reforms will slash approval times for new wind farms from four years to one year.

'We want to bring this situation to a safe conclusion for everyone concerned, allowing the Thurrock communities to resume their business activities.

'We want to resume normality as quickly as we can.'

James Palmer, head of prevention and protection at Essex County Fire and Rescue Service, said crews have been 'on-hand to maintain a safe environment and assist in the safe removal of protesters' at the site still occupied by protesters.

On Monday, Extinction Rebellion said around 30 protesters returned to the Esso oil facility, near Heathrow Airport in West London, at 4am, erecting a bamboo structure in front of its entrance.

A spokesman or the Metropolitan Police said four people had been arrested, bringing the total number of arrests following protests in London and Staines to 18.

West Midlands Police said 13 people had been arrested following a protest at a terminal in Tyburn, Birmingham last Sunday.

Hampshire Police said its figure stood at four arrests after demonstrations took place last Friday at Hythe Terminal in New Road in Hythe and at BP in Hamble Lane and Copse Lane.

A Government spokesman said earlier this week: 'Any criminal activity will not be tolerated, and swift action is being taken by the police, preventing significant disruption to the public and industry.

It is thought a major crunch point in the strategy, and one of the reasons its launch has been delayed, is wrangling over onshore wind farms.

Several ministers have aired views backing the development of new oil and gas, but not onshore wind, which is one of the cheapest forms of electricity, along with solar.

Brexit opportunities minister Jacob Rees-Mogg downplayed the earthquake risks from fracking and suggested 'every last drop' of oil should be extracted from the North Sea, while Transport Secretary Grant Shapps said he did not favour a vast increase in onshore wind farms as he said they 'can create something of an eyesore'.

The Government said it would be 'consulting on developing partnerships with a limited number of supportive communities who wish to host new onshore wind infrastructure in return for guaranteed lower energy bills'.

'While we are working to drive down our use of expensive fossil fuels, there will continue to be ongoing demand for oil and gas over the coming decades while we transition to cheaper low-carbon energy.

'As the Business Secretary has said, turning off our domestic source of gas overnight would put energy security, British jobs and industries at risk, leaving us more dependent on foreign imports.

Share or comment on this article: Extinction Rebellion and Just Stop Oil target oil depots and Whitehall on seventh day of chaos

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WITNESS STATEMENT

(Criminal Procedure Rules, r27.2; Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5B)

URN:

Statement of: Benjamin David Smith
Age if under 18: O/18 Occupation: T/Assistant Chief Constable

This statement (consisting of 5 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I may be required to attend court and that I shall be liable to prosecution if I have wilfully stated anything in it, which I know to be false, or do not believe to be true.

Signature: ACC 1618 Date: 10/04/22

I am the above named person and have worked as a police officer for Warwickshire Police for the last 18 years. I am currently Temporary Assistant Chief Constable with responsibility for Local Policing, but I am also Gold Commander, and the senior policing lead, for the response to protest activity linked to the Kingsbury Oil Terminal. Warwickshire Police, in terms of forces nationally, is a relatively small force. It has 1050 officers currently policing a population 570,000 people spread across and area just under 2,000 sq km.

Prior to 1st April 2022, I had received a number of briefings on Just Stop Oil, who are a protest group and describe themselves as a coalition of groups working together to ensure the Government commits to halting new fossil fuel licensing and production.

In responding to protest, the police have two main duties; to not prevent, hinder or restrict peaceful protest; and in certain circumstances, take reasonable steps to protect those who want to exercise their rights peacefully.

As Gold for the operation I wrote a strategy with the overall aim being:

to provide an impartial and proportionate policing response to protests in relation to the lawful activities at Kingsbury Oil Terminal, protecting life and minimising the risk of harm to all those connected to it.

Although plans were made to police potential protest activity linked to Just Stop Oil, the scale and frequency of the activity that has been experienced over the last 10 days has created a real challenge for the force and indeed UK policing. It addition it is important to make clear that although policing has a duty to protect the rights of those who wish to protest peacefully, the Just Stop Oil protest activity has not been peaceful or lawful. The group has engaged in direct unlawful action to prevent the lawful activity of the oil depot and its distribution partners.

At the time of writing there have been 180 arrests in Warwickshire alone.

I will now provide a summary of the protest activity the force has dealt with since 1st April.

Signature: ACC 1618 Signature witnessed by:

2017 Ben Smith/04/22

Statement of: Benjamin David Smith URN:

31st March – 1st April

Approximately 40 protestors attended the site at Kingsbury in possession of various devices to lock on to each other, vehicles or infrastructure. They were also in possession of glue to glue themselves to the carriageway. The protestors stopped and then climbed on oil tankers, glued themselves to the road and sat in the main entrance roadway. Distribution operations at the site were suspended and a significant police operation was instigated. 42 arrests were made and distribution operations at the site recommenced at 2030hrs.

2nd April – 3rd April

At approximately 1930hrs, 40 protestors attended the Kingsbury site, blocking the main entrance. They glued themselves to the carriageway and locked onto each other. A number also climbed on top of oil tankers. Protest activity continued throughout the night and into 3rd April. Distribution Operations at the site were suspended and only partially re-opened at 1730hrs. Protestors remained at the site till 0000hrs before dispersing. Total arrest numbers at 68.

5th April

At 0730 hrs, 20 protestors attended the site and blocked the main entrance, again locking onto each other and gluing themselves to the carriageway. Operations at the depot were suspended. 10 arrests were made and the site was operational by 1100hrs.

A second wave of protestors attended the site at 1130hrs and targetted Junction 9 and Junction 10 of the M42, climbing onto oil tankers as they moved slowly off the slip roads. Operations at the depot were suspended and some tailbacks encroached onto the M42, creating risk to other road users. The protestors were removed and roads reopened at 1430hrs, with operations recommencing at the site. Total arrest numbers at 78.

7th April

At 0030 hrs, a small group of protestors approached the main entrance to the site and attempted to glue themselves to the carriageway. While police resources were distracted, 40 protestors approached across the fields to the rear of the site. They sawed through an exterior gate and scaled the fences to gain access to the oil terminal. Once on site, the protestors dispersed to a number of different locations including: the tops of three large fuel storage tanks containing unleaded petrol, diesel and fuel additives; two insecure cabs of fuel tankers locking themselves in with keys; the tops of two fuel tankers; onto the floating roof of another large fuel storage tank; into a half constructed fuel storage tank. They also used various lock on devices to secure themselves to the structures.

Signature: ACC 1648 Signature witnessed by:

Statement of: Benjamin David Smith URN:

An extremely complex and challenging policing operation was initiated, utilising a variety of specialist teams, working alongside staff from the oil terminal and the fire service. The site was cleared of protestors by approximately 1700hrs . Total arrest numbers at 127.

9th April – 10th April

At 1050hrs, 4 protestors arrived at the main entrance and attempted to glue themselves to the carriageway. Three were arrested immediately. A short while later a male was arrested trying to abseil from a road bridge over Trinity Road to the north of the site, attempting to block the road. At 1530hrs, a caravan was deposited at the side of the road on Piccadilly Way, to the South of the site and 20 protestors glued themselves to the sides and top of the caravan. It was discovered that occupants within the caravan were attempting to dig, via a false floor, a tunnel under the road which would have blocked it for a considerable period. The caravan was forcibly entered at 0200hrs on the 10th April and 6 occupants arrested. An additional 22 were arrested from outside the caravan. Protestors continued to target the site on the 10th April, scaling tankers and gluing themselves to the carriageway. By the end of the day the total arrest numbers was at 180.

It is also important to note that Kingsbury has not experienced a constant level of peaceful or lawful protest. The protest activity has manifested as periods of high intensity, high volume and unlawful protest, followed by no protest over the next 24 hours. The activity has been highly coordinated, specifically targetted, and immediately unlawful in nature.

Policing Operation

The scale and duration of the policing operation has been one of the most significant that I have experienced in my career. Large numbers of officers, drawn from right across the force, have been deployed to Kingsbury day and night since the 1st April. This has meant that we have had to scale down some non-emergency policing services, including those that serve North Warwickshire. Although core policing services have been effectively maintained across the County during this period, the protests have undoubtedly impacted on the quality and level of the policing services that we are able to deliver. Officers who may have ordinarily been policing the communities of North Warwickshire, the road networks of North Warwickshire, or supporting victims of crime in North Warwickshire have had to be redeployed to support the policing operation linked to Kingsbury. It has also meant that we have had to bring in additional officers from other regional forces, in addition to more specialist teams such as working at heights teams and protest removal teams. All of these will come at significant additional cost to the force and ultimately the public of Warwickshire.

Community Impact

Signature: Acc 1618 Signature witnessed by:

Statement of: Benjamin David Smith URN:

The impact on the local community has been substantial. There have been almost daily road closures of the roads around the oil terminal which has created disruption and inconvenience. The M42 has also been disrupted on occasions as a result of the protest activity. There has been a significant policing presence since the 1st April which I am sure has created a level of fear and anxiety for the local community. The policing operation has also extended into unsociable hours, with regular essential use of the police helicopter overnight disrupting sleep. The reckless actions of the protestors has also created increased risk of potential fire or explosion at the site which would likely have catastrophic implications for the local community including the risk of widespread pollution of both the ground, waterways and air. Finally, the actions of the protestors has impacted the supply of fuel to petrol forecourts in the region leading to some shortages, impacting upon not only local residents but the broader West Midlands region.

Investigation

A significant police investigation is underway to deal with all those protestors who have been arrested as part of the operation. Although large numbers of arrests have been made, the offences for which they can be arrested (obstruction of the highway etc) are generally low level and summary only offences which means the criminal justice options can be limited. We have also utilised bail conditions to try and prevent protestors returning to the site but these have largely proved to be unsuccessful with many of the protestors already being arrested multiple times from the Kingsbury site. Even when protestors breach their bail conditions, unless arrested for a further substantive offence, that are merely dealt with for the original offence for which they were arrested prior to the bail conditions being set. As stated, these are low level summary offences and therefore charge and remand in custody is not an option open to us. We have considered other potential options, including attempting to seek a threshold test charge on conspiracy offences on the evening of the 10th April. This did not meet the CPS bar, and therefore the detainees were bailed again with conditions. Other potential police powers have been considered but none that we are aware of would give us the weight of severity that would allow us to seek a charge and remand in custody. An injunction would allow us to put the detainee immediately before a court to seek a remedy which may help to disrupt the enduring unlawful protest cycle that we currently find ourselves in.

Warwickshire Police would be fully supportive of this injunction as we consider that it would be expedient for the promotion or protection of the interests of the inhabitants of the local area. A power of arrest would allow my officers to deal with protestors effectively and robustly and then place them immediately before the court. We have considered all other options This may then provide some deterrent to the ongoing unlawful behaviour and may help to protect the local community from the tortuous ordeal that they are currently experiencing.

Signature: ACC 1618 Signature witnessed by:

MG11

RESTRICTED (when complete)

Statement of: Benjamin David Smith URN:

I have grave concerns for public safety should the behaviour of the protestors continue in its current form. The Kingsbury site is an extremely hazardous site where the very presence of certain items and clothing on site is restricted because of the potential dangers of explosion or fire. The protestors have had no regard for their own or others safety with actions including the use of mobile phones on site (strictly prohibited), the scaling and locking on to very volatile fuel storage tanks, the tunnelling activity in close proximity to high pressure fuel pipes, and the forced stopping, and then scaling, of fuel tankers on the public highway. Not only does this cause unacceptable levels of risk to themselves and the public, it also puts my officers in significant danger as they have to attempt to remove them from the places they have decided to put themselves.

To support this application I have provided exhibit BDS1, which is a selection of Section 9 statements from my officers who have been at Kingsbury Oil Terminal and witnessed the protest activity first hand. I also exhibit BDS2, which are a number of video clips which illustrate the unlawful activity that the protestors are engaging in.

ACC 1618

Signature: ACC 1618 Signature witnessed by:

2017 Ben Smith/04/22

Climate

Just Stop Oil protests: Dozen arrests as climate activists 'stop production' at two plants

Twelve climate activists arrested at Kingsbury terminal in Staffordshire as lorry driver clashes with campaigners in Grays, Essex

Chiara Giordano • Friday 15 April

Just Stop Oil climate protesters have been arrested after targeting three oil terminals in Staffordshire and Essex *(Henry Nicholls/Reuters)*

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A dozen climate campaigners have been arrested after targeting three oil terminals in their latest wave of protests.

Activists arrived at the Kingsbury terminal near Tamworth, Staffordshire, and the Navigator Oil terminal in Thurrock and Grays oil terminal, both in Essex, early on Friday morning.

Pictures from Just Stop Oil, a group of climate activists affiliated with Extinction Rebellion, showed people in orange hi-vis jackets on top of oil tankers and blockading roads while holding signs.

The group claimed production had been stopped at both the Kingsbury and Grays terminals.

Valero Energy was granted an injunction against a number of environmental groups and “persons unknown” earlier this week following protests at the Kingsbury terminal.

‘We’ve been trying warn you for so many decades’: Nasa climate scientist breaks down in tears at protest

Climate activists say Keir Starmer has ‘betrayed’ them

How your morning coffee could be driving species to extinction

It bans anyone from damaging any part of the land at each of the firm’s sites, from “affixing themselves to any other person or object” on the land or parts of access roads, and from building any structure.

A copy of the court order was reportedly placed at the entrance to the terminal, but campaigners appeared undeterred as images emerged of some gluing their hands to the road after moving back in overnight.

Other images also appeared to show a lorry driver clashing with protesters as he pulled one to the ground as they attempted to scale a tanker in Grays.

Warwickshire Police said 12 arrests had been made, while officers were also at the scene in Essex.

Valero also owns and operates sites in Manchester, Cardiff, Plymouth and Avonmouth.

Activists from Just Stop Oil and Extinction Rebellion have been blocking access to oil terminals, demanding that the government stops new oil and gas projects.

Activists from Just Stop Oil sit on top of a fuel tanker during a protest in Grays, Essex
(Henry Nicholls/Reuters)

A dozen activists are said to be at the scene in Tamworth and have locked themselves on to pipes, while roadblocks and "tanker-surfing" has taken place at the sites in Essex.

Warwickshire Police said: "Officers remain at Kingsbury Oil Terminal today and are currently dealing with protest activity after a number of protesters arrived overnight.

Recommended

Slowdown in onshore wind rollout 'could add £125 to bills'

Six arrested after climate protesters scale Marble Arch and oil tanker

Biden administration opens up public lands for more oil and gas drilling

"There is minimal impact to the wider community at this time."

Additional reporting by Press Association

More about: Climate Protests Oil Extinction Rebellion Thurrock Grays Tamworth

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Just Stop Oil suspends actions until 25th April

Press / By JSO Press

Two young supporters of Just Stop Oil will deliver a letter to 10 Downing Street this morning. Nathan McGovern, 22, from Coventry and Claudia Penna Rojas, 24, student, from Latin America will read out the letter to the Prime Minister, together with the following statement from Just Stop Oil.

The letter will announce that the Just Stop Oil coalition has taken the decision to suspend activities until 25 April, to give the Prime Minister the opportunity to make a statement on behalf of the Government that it will immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK. [1]

A statement from Just Stop Oil

There are times when faced with a grave injustice or a harmful government, citizens have a right, a duty to break laws to prevent a greater crime being committed. And we can see that harm happening, right now, across

the world and in the nations least responsible for the climate crisis.

We know that the course being charted by our government, by many governments, that of continuing to invest in new fossil fuels, has only one outcome, the mass loss of life and unimaginable horror visited on those who survive.

That this has not been well or widely communicated does not make it any less true, if you drop a glass it falls, if you burn carbon you heat the planet, if you destroy nature you lose the basic building blocks for life to flourish.

Right now, in 2022, those of us alive are witnessing the greatest crime ever committed, that of destroying the 'liveable planet' for profit. The scale and recklessness of this endeavor is hard to fathom. Scientist after scientist, report after report has concluded that we must escape the grip of oil, and the first step to finding our way is to stop new oil and gas.

It really is that simple, burn shit, heat the planet, lose all you love. So let's Just Stop Oil.

That's why across the globe, people are now engaging in civil resistance. That is why five Just Stop Oil supporters are currently on remand in prison. The era of protest, marches and petitions is drawing to a close – either we put our bodies in the way of the machine or we accept the loss of our only home.

ENDS

Press contact: 07762 987334

Email: juststopoilpress@protonmail.com

High quality photos and video footage available here:
https://drive.google.com/drive/folders/1Dgcuv5vJjzfdSrdpX6HJEaayoidc08xy?usp=sharing

Website: https://juststopoil.org/

Facebook: https://www.facebook.com/JustStopOil/

Instagram: https://www.instagram.com/just.stopoil/

Twitter: https://twitter.com/JustStop_Oil

Youtube: https://www.youtube.com/channel/UC-t4U1Azf8AOkCBJILSNBmw

Notes to Editors

[1] **Full text of letter from Just Stop Oil coalition to the Prime Minister**

19 April 2022

Dear Prime Minister

The actions taken since 1st April by the Just Stop Oil coalition, and recent polling, have demonstrated that the vast majority of the country back the coalition demand that there should be no new oil and gas. It is supported by scientists, academics, your own Climate Change Committee and the International Energy Agency.

It is also supported by Antonio Guterres, the UN Secretary General, who on 4th April, in launching the latest IPCC report, denounced those countries who continue to invest in new fossil fuel supply projects as “dangerous radicals”. Just three days later your Government published a new energy strategy that does exactly that: committing to maximising the production of North Sea oil and gas. That you have done so while the UK is still President of the COP process, has destroyed your credibility and is marching the world to catastrophe.

Your Government has admitted this will do nothing to help ordinary people pay their bills. The policies that would help people now – support for home insulation and onshore wind – have been axed. While ordinary people struggle with the cost of living crisis driven by high oil and gas prices, the profits and the share price of BP and Shell continue to rise.

The bill for oil and gas is already being paid by millions around the world, in the Global South, and can now also be seen in blood and suffering in Ukraine. The truth is that this is the price we are all going to pay for allowing the grip of oil to continue its hold on us. This cost, the horror of war in Europe, must not be used as a pretext to advance an even greater tragedy – that of continuing to invest in new fossil fuel extraction, for which there is no popular support.

We cannot allow our democracy to be subverted in this way. No one voted for more oil and gas, no one voted to burn their future, no one voted to lose our ‘liveable planet’ and the horror that this will bring. You know that increasing the production of oil and gas at this critical moment will cause mass loss of life and irreversible damage to our country and the wider world (that much is clear even from the Glasgow Climate Pact you signed only last November at the end of COP26). To persist in such an enterprise is not just reckless, it is a criminal war of aggression against humanity, with the younger generations and the Global South on the frontline.

The Just Stop Oil coalition has taken the decision to suspend activities until 25th April, to give you the opportunity to make a statement on behalf of the Government that it will immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK.

If you do not fulfil your duty to the people we will be left with no choice but to escalate our campaign of civil resistance.

We will not be bystanders.

Just Stop Oil

UK news

Just Stop Oil protesters fined and held after weekend protests

Five activists in Essex and Warwickshire face legal action over efforts to disrupt fossil fuel supplies

Damien Gayle

@damiengayle

Mon 18 Apr 2022 15.51 BST

Five environmental activists were held on remand over the Easter weekend over protests at oil terminals in Essex and Warwickshire.

Three members of the Just Stop Oil campaign held on remand by Warwickshire police were taken to Coventry magistrates court on Monday morning.

Katheryn Dowds, 28, Jake Handling, 27, and Josh Smith, 29, pleaded guilty to aggravated trespass at the Kingsbury oil terminal after their solicitor did not appear to advise them, according to a campaign source.

Dowds was fined £327, and Handling and Smith were fined £150 each. All were then released, only to be immediately rearrested and held again by police for breaching a high court injunction banning protests at the Kingsbury site, Just Stop Oil said.

“It is thought that they will appear tomorrow at Birmingham county court or Coventry in connection with this charge,” the campaign said.

In Essex, James Skeet, 34, and Stephanie Aylett, 27, were being held after denying charges of aggravated trespass and breach of bail conditions in an appearance at Chelmsford magistrates court on Saturday.

“Magistrates heard how both Skeet and Aylett had been arrested multiple times in Essex since the incidents of disruption began in the early hours of 1 April,” the force said in a statement.

Both had been transferred to prison from police custody on Monday, Just Stop Oil said. Their cases were due to be heard on Wednesday.

Just Stop Oil has been staging direct actions, including mass trespasses, tunnelling and blockades, at oil terminals and in locations around the Midlands and the south-east of England since 1 April in an effort to disrupt the supply of fossil fuels. They have vowed to continue until the government agrees to a moratorium on new fossil fuel projects.

On Saturday, Catherine Maclean, of Hurstpierpoint in West Sussex, became the first person to be convicted over involvement in the Just Stop Oil campaign after admitting aggravated trespass at Chelmsford magistrates court.

Just Stop Oil said there had been nearly 1,000 arrests in connection with the campaign so far. Nine more campaign supporters were released without bail after they appeared at Coventry magistrates court on Saturday. Six pleaded not guilty, one pleaded guilty and two entered no plea, according to the campaign.

Valero Energy, the Texas-headquartered company that owns Kingsbury, has obtained a high court injunction banning protest activity at any of its six UK sites. “The order gives a power of arrest outside the terminal and at the junctions of the roads leading into the zone,” Warwickshire police said.

A spokesperson for Just Stop Oil said: “The courts are complicit in supporting a government that is knowingly fuelling climate breakdown and will have the death of millions on its hands.

“Just Stop Oil supporters have acted in line with their consciences. Just as the suffragettes and the freedom riders did they have chosen not to be bystanders in the face of the catastrophic and ongoing injustice of climate breakdown.

“Some politicians and media pundits have called Just Stop Oil’s demand and its supporters naive. But what is truly naive is the ongoing belief by a political and media establishment that young people will just lie down and die without resisting.”

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Extinction Rebellion blockade ExxonMobil Hampshire refinery

By Henry Tomlinson @HenryTJournoReporter

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:** **Brighton bin strike: Union votes to hold ballot over 'unfair 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 in the UK yesterday in protest at the Fawley expansion plans.

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: Extinction Rebellion blockades ExxonMobil's Hythe Terminal entrance in protest against Fawley Refinery expansion - recap - HampshireLive

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: 15 worst GP surgeries in Basingstoke, Portsmouth, Southampton and Winchester based on patient surveys
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

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#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 Rebellion 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[7], 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 1st**

[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.

FOLKESTONE & HYTHE

Hampshire
BAN ALL NEW FOSSIL
FOSSIL FUEL INVESTMENT

FUEL

LIFE NOT
DEATH
NOT
MEAN

FOSSIL

PEACE

UK cost of living crisis

This article is more than **3 months old**

Just Stop Oil activists blockade four London bridges

Climate and cost of living campaigners converged in London protests

Damien Gayle *Environment correspondent*

@damiengayle

Sat 1 Oct 2022 17.36 BST

Thousands of supporters of Just Stop Oil have blocked four bridges across the Thames.

Protesters blocked Waterloo Bridge, Westminster Bridge, Lambeth Bridge and Vauxhall Bridge with sit-down protests after marching from 25 points around the centre of London.

Just Stop Oil's activists said protesters would converge on Westminster, where a crowd led by a samba band had already gathered in Parliament Square. Hundreds had earlier sat on Westminster Bridge, blocking traffic, and moved after police warned them they would be arrested if they stayed.

Among those sitting on Westminster Bridge was Esme Garlake, 26, from London. “I think we are at a real turning point now where the inequalities in our society are so obvious,” she said.

“Today is the day of the energy bills [price rise] coming out and so different groups and grassroots movements are starting to realise that we have to come together to demand social change and climate action.”

Garlake was sat next to her mother, Marilyn Garlake, 59, from Oxford, who said she saw synergies between activism for the climate and cost of living crises. “A tipping point is being reached now,” she said.

“If you look at what’s happening with the cost of living crisis and the climate crisis, everything is coming together, and we have a government that is refusing to take the action that’s needed and making the situation worse.”

The climate activists took to the streets in London as cost of living campaigners Enough Is Enough also held rallies.

The protests come as 200,000 union members walked out of work, with rail unions RMT, Aslef and TSSA, and postal workers’ union the CWU, striking over pay and conditions.

Enough Is Enough, which has been supported by senior figures in the RMT and CWU, as well as prominent leftwing MPs, claims 800,000 people have signed up to support its demands.

It has called for pay rises above inflation, cuts to energy bills, a massive drive to build new homes, support for people who cannot afford food, and more taxes on the richest. Its campaign comes as the government has slashed taxes on the highest earners, and has hinted about massive real-terms cuts to benefits.

Just Stop Oil protesters in London converged at Westminster Bridge. Photograph: Antonio Olmos/The Observer

On Saturday, the group held rallies in Birmingham, Bristol, Cardiff, Glasgow, Liverpool, Manchester and Norwich.

Just Stop Oil has come into the autumn after a spring and summer of non-violent civil disobedience protests against England's fuel distribution network.

As part of a coalition of groups, including Insulate Britain, Animal Rebellion, and Jeremy Corbyn's Peace and Justice Project, it has broadened its demands from an end to all new oil infrastructure to include more taxes on the rich and support with energy bills.

Corbyn, the former Labour leader, drew rapturous applause as he denounced the government's plans to cut taxes for the richest and benefits for the poorest.

"Our strength is our organisation, our strength is our unity," Corbyn said. "So let's stand up for what we believe in."

Dave Ward, the general secretary of the CWU, said the campaign would pressure the Labour party "into the right place to stand up for working people".

"Everybody's job who cares about people in this country to have a fair deal for everything, we have got to build collectivism," Ward said.

"Are you ready for that? Enough is enough. Let's get out there: let's protest, let's rally. We are going to make change."

Hundreds of Just Stop Oil supporters block Waterloo Bridge for a second day

Press / October 2, 2022

Hundreds of Just Stop Oil supporters marched through central London today, disrupting traffic and are currently occupying Waterloo Bridge to demand the government end the cost of living and climate crisis by stopping new oil and gas. [1] [2]

250 people in three separate marches departed from Euston, Paddington and Waterloo at around midday. There was a mass stop and search at Paddington resulting in two arrests as police tried to prevent Just Stop Oil supporters from marching in the road.

Oxford Street, Ludgate Hill and Southampton Row were disrupted, before the groups met at Covent Garden and then went on to block Waterloo Bridge by sitting in the road. Multiple arrests are expected to follow.

Today's disruption follows a day of action in which tens of thousands of people turned out across the country to protest the government's inaction on the cost of living crisis and the climate crisis and show solidarity with striking workers with the We All Want to Just Stop Oil coalition, Enough Is Enough and Don't Pay campaigns.

A spokesperson for Just Stop Oil said:

"We will continue in civil resistance until this government takes immediate steps to meet our demand to end the cost of living and climate crisis by stopping new oil and gas. We need to start a rapid transformation to a fairer society, decided by ordinary people and paid for by those who are profiting from humanity's destruction."

Jo Murphy, 57, a mum of three from Manchester said

"All my life I've worked, paid my taxes, been law-abiding , brought my children up to be good people. Meanwhile, our government has lied and cheated and is planning to destroy my children's future. I cannot sit back and let that happen. No new oil and gas!

"Our government is rewarding the very rich and fossil fuel companies whilst ordinary, working people are worried they won't be able to heat their homes and feed their children ! It's disgusting and immoral."

Gillian Kelly, 78, a former teacher and psychotherapist, from Cumbria said:

"I am taking action with Just Stop Oil because I know – and just about everybody knows now – that in order for our children and grandchildren to have a liveable future we have to stop extracting and burning fossil fuels. Yet the government is continuing to subsidise the fossil fuel industry and hand out scores of licenses for new oil and gas fields. This is not just irresponsible, it is murderously insane."

This is the moment to come together and resist the genocidal death project. We are not prepared to just watch while everything we love is destroyed. We're done with begging. We are going to stop new oil whether those in power agree or not. As citizens, as humans, as parents and children we have every right under British law to protect ourselves and those we love. This is the moment, we are the last generation that can solve this. Will you step up and join us?

ENDS

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Press email: juststopoilpress@protonmail.com

High quality images & video here**:** https://juststopoil.org/press-media

Website: https://juststopoil.org/

Facebook: https://www.facebook.com/JustStopOil/

Instagram: https://www.instagram.com/just.stopoil/

Twitter: https://twitter.com/JustStop_Oil

UK news

This article is more than **3 months old**

Just Stop Oil activists arrested after glueing themselves to road in Whitehall

Met police confirm arrest of 25 climate campaigners for blocking road in central London

Damien Gayle

@damiengayle

Thu 6 Oct 2022 16.46 BST

Twenty-five supporters of Just Stop Oil have been arrested after blocking traffic in central London, on the sixth consecutive day of protest by the group.

At about midday on Thursday, two groups of protesters with the climate activist campaign walked into the road and stopped traffic at the roundabout by Trafalgar Square.

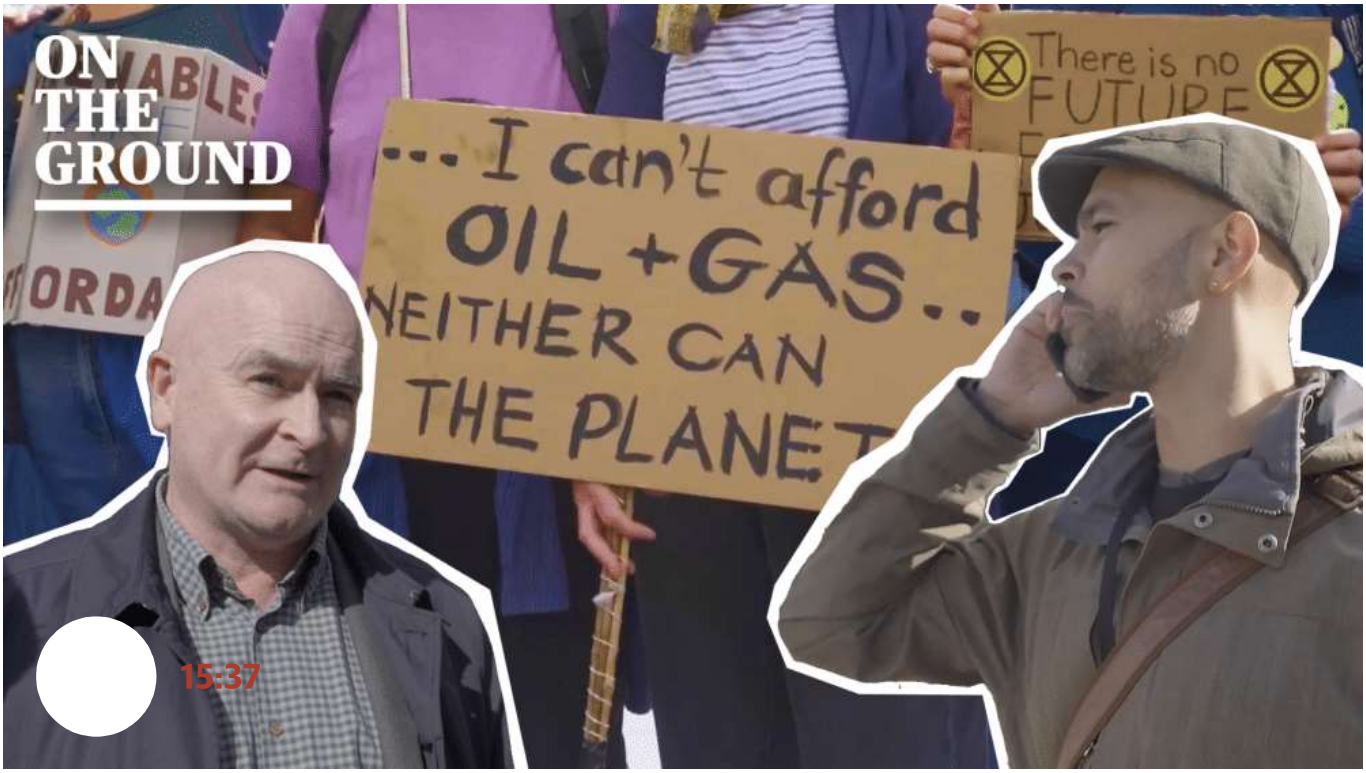
Some campaigners glued themselves to the asphalt, while others locked themselves together in metal tubes. They kept the road blocked for more than an hour, drawing large crowds of onlookers, and some abuse.

Supporters of Just Stop Oil have vowed to block the streets of Westminster every single day until the government agrees a halt to all new oil and gas projects. The latest arrests bring the number of arrests related to their protests to more than 100 since Sunday.

In a statement, the group said its actions in Westminster were timed to coincide with a new round of oil and gas project licensing, as well as an expected hike in energy bills that is expected to push millions of UK households into fuel poverty.

“We are in an economic and environmental crisis, with oil companies making obscene profits while climate breakdown spirals out of control, and ordinary people can’t afford to live,” said Cat Acheson, a sustainability research student at the University of East Anglia, who was part of the protests.

“Enough is enough. We need an end to all new fossil fuel extraction, a redistribution of wealth, and clean, affordable energy for all.”



Heating and eating: can cost of living and climate protesters join forces? - video

Among those protesting were members of Just Stop Oil's LGBTQ bloc, some of whom dressed in drag. Sean, 25, who declined to give his surname, said joining in with direct action struggles was part of a long tradition of LGBT activism.

"Direct action like this is what got us our rights in the past, it's what saved us from the Aids crisis. Coming together will hopefully save us from the climate crisis. We need to take action together," he said.

Oliver Clegg, 19, a student at Manchester, who had glued his hand to the road, said: "The climate crisis has a disproportionate effect on people who are already marginalised, including queer people.

"The climate crisis is a queer issue, and we are not going to stand by and let it happen. Civil resistance is a potent expression of queerness. We encourage queer people to join us in civil resistance."

The Metropolitan police said 25 people were arrested for wilful obstruction of the highway. A statement said: "We are aware of current protest action in central London. Protesters are blocking traffic, having glued and locked themselves to the road at the top of Whitehall, near Trafalgar Square. Officers are responding on scene to get protesters removed."

For several weeks in April, Just Stop Oil staged blockades and mass trespasses at oil terminals, in an effort to obstruct the fossil fuel supply chain in the Midlands and south of England.

The group, which is funded by donations, including from the Climate Emergency Foundation, a philanthropic fund that backs climate activism around the world, has since changed tactics several times.

Heidi, 31, who was part of Thursday's blockade, said part of the reason for blocking roads was to get more "public awareness" of the climate issue. "It's not that we have stopped blocking oil refineries," she said. "We need both: we need the public awareness as well as the material disruption."

This week's protests resembled those staged by Insulate Britain in autumn last year, and familiar faces from that campaign could be seen taking action on Thursday. Some motorists and passersby expressed their anger, with one shouting "faggot" in Sean's ear.

Others were more equanimous. Patrick Kasende, 50, who was in a van at the front of a line of traffic held up by the blockade, said he understood the urgency of the climate crisis.

“They have a right [to protest], because it’s people’s lives at risk,” he said. “We need a proper energy, renewable energy. At the same time, we have a right to get to work.”

A report on Thursday by the NGO Global Energy Monitor warned that planned further exploitation of oil and gas in the UK was “radically at odds” with the UK’s legally binding commitment to reach net zero emissions by 2050.

Just Stop Oil

This article is more than **3 months old**

Environmental protesters block central London for seventh day

Supporters of Just Stop Oil displayed banners and glued themselves to roads leading to Vauxhall Bridge

Damien Gayle

@damiengayle

Fri 7 Oct 2022 15.18 BST

Two dozen environmental protesters have blocked central London roads for a seventh day, continuing a week of disruptive action that has led to at least 150 arrests.

Just after 10am on Friday, several groups of supporters of the Just Stop Oil campaign blocked roads leading to Vauxhall Bridge. They glued themselves to the road and displayed banners.

Just Stop Oil, which earlier this year staged weeks of direct action against oil terminals, has vowed to "occupy Westminster" with daily roadblocks until the government agrees a moratorium on all new oil and gas projects.

But their latest direct action came as the government opened up a new licensing round to allow oil and gas companies to explore for fossil fuels in the North Sea. On Friday, the North Sea Transition Authority offered 898 blocks of the UK seabed for exploration.

Despite overwhelming, longstanding international concern about the impact that the continued burning of fossil fuels is having on the world's climate, Graham Stuart, the climate minister, on Friday morning said the development would be "actually good for the environment".

Last year the International Energy Agency said that if climate change was to be kept within 1.5C there could be no new investments in fossil fuels.

Among the protesters on Friday was Grace Lally, 43, a childcare worker and mother of two from Hastings. She said: "We all know the science and the facts, so our leaders who are doing nothing to transition away from fossil fuels are either fools or psychopaths.

"Either way, I'm not prepared to let them lead us over a cliff without putting up a fight. We are nonviolent but we must use every means in our power – protests, strikes, occupations – to try to stop the fossil fuel companies and their political defenders from destroying everything we love."

Friday's action is the seventh day in a row that supporters of Just Stop Oil have caused disruption on central London's streets. According to figures provided by the Metropolitan police, 35 people were arrested in connection with their protests on Sunday, 59 on Tuesday, 24 on Wednesday and 32 on Thursday.

No protesters were arrested on Saturday or Monday, despite disruptive actions also being taken on both those days. The Met said 13 people were arrested for wilful obstruction of the highway in connection with Friday's disruption.

Just Stop Oil has said it has teams lined up to take turns mounting human roadblocks in Westminster for weeks to come, and has claimed it is constantly training new supporters to take direct action. Activists inside the group told the Guardian they believe the strategy is more sustainable than the oil refinery protests in April, which petered out after several weeks due to exhaustion and increasingly stringent police and legal action.

A Just Stop Oil spokesperson said: "We will continue in civil resistance because it is the right thing to do when faced with a harmful government. The coming weeks will see the disruption in the capital increase until the government makes a statement to end new oil and gas.

"Beginning the process of winding down fossil fuel production in this country is not rocket science, it's not brain surgery."

In a statement on Friday evening, the Met said: "At approximately 10am, police received reports that a group of protesters glued themselves to road at the junction of Vauxhall Bridge & Gillingham Street. Officers were promptly on scene and dealt with the situation.

"All protesters who had glued themselves onto the road were been safely removed by specially trained officers."

JUST STOP OIL SUPPORTERS TARGET KNIGHTSBRIDGE ON 11TH DAY OF DISRUPTION IN LONDON

October 11, 2022 | 10:12 am

Just Stop Oil supporters have blocked roads in Knightsbridge, London today causing delays and disruption for the eleventh day running. They are demanding that the

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JUST STOP OIL SUPPORTERS BLOCK THE MALL ON 10TH DAY OF DISRUPTION IN LONDON

October 10, 2022 | 8:53 am

Just Stop Oil supporters have blocked The Mall near Buckingham Palace in London today causing delays and disruption for the tenth day running. They are

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JUST STOP OIL SUPPORTERS BLOCK PICCADILLY CIRCUS ON 9TH DAY OF DISRUPTION IN LONDON

October 9, 2022 | 1:47 pm

Just Stop Oil supporters are slow marching and blocking roads in Central London today causing delays and disruption for the ninth day running. They are

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JUST STOP OIL SUPPORTERS JOINED BY ANIMAL REBELLION ON 8TH DAY OF DISRUPTION IN LONDON

October 8, 2022 | 11:24 am

Just Stop Oil supporters blocked three major roads in central London this morning causing severe traffic disruption for the eighth day running as they demand

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CIVIL RESISTANCE AT HMP ALTCOURSE AS JUST STOP OIL SUPPORTER FACES MORE THAN 6 MONTHS IN PRISON WITHOUT TRIAL

October 7, 2022 | 5:59 pm

A coalition of groups opposed to new oil and gas gathered outside HMP Altcourse in Liverpool this afternoon to show support for prisoners being held

READ MORE »

"WE WILL NOT BE SILENCED!" JUST STOP OIL SUPPORTER WALKS FREE WITH SUSPENDED SENTENCE AFTER M25 GANTRY ACTION

October 7, 2022 | 1:29 pm

A Just Stop Oil supporter who climbed a motorway gantry earlier this year in response to the news that UK temperatures rose above 40C for

JUST STOP OIL SUPPORTERS BLOCK ROADS AROUND WESTMINSTER FOR 7TH DAY TO DEMAND NO NEW OIL AND GAS

October 7, 2022 | 9:19 am

Around 25 supporters of Just Stop Oil have disrupted traffic on two roads leading to Vauxhall Bridge, in London today. It is the seventh day

READ MORE »

JUST STOP OIL SUPPORTERS BLOCK ROADS AROUND TRAFALGAR SQUARE IN SIXTH DAY OF RESISTANCE

October 6, 2022 | 11:20 am

** Correction – release previously incorrectly stated that queer supporters of Just Stop Oil had climbed police cars. We have now confirmed that this did

JUST STOP OIL SUPPORTERS BLOCK APPROACH TO LAMBETH BRIDGE ON FIFTH DAY OF ACTION TO DEMAND NO NEW OIL AND GAS

October 5, 2022 | 11:03 am

Around 30 supporters of Just Stop Oil have disrupted traffic in Westminster today for the fifth day in a row to demand an end to

JUST STOP OIL SUPPORTERS BLOCK PARLIAMENT SQUARE ON FOURTH DAY OF ACTION TO DEMAND NO NEW OIL AND GAS

October 4, 2022 | 11:35 am

Around 60 supporters of Just Stop Oil have disrupted traffic in Westminster today for the fourth day in a row to demand an end to

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DAY 23: JUST STOP OIL BLOCK ROAD AT FAMOUS ABBEY ROAD CROSSING

October 23, 2022 | 1:25 pm

Watch the roadblock live here Four Just Stop Oil supporters are blocking Abbey Road, London. They are demanding that the government halts all new oil

READ MORE »

DAY 22: JUST STOP OIL BLOCKS ROADS IN ISLINGTON TO DEMAND "NO NEW OIL AND GAS"

October 22, 2022 | 12:15 pm

Just Stop Oil supporters have stopped traffic at a key road junction at Islington Green to demand that the government halts all new oil and

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DAY 21: JUST STOP OIL BLOCKS KEY ROAD JUNCTION AT HOLBORN TO DEMAND "NO NEW OIL AND GAS"

October 21, 2022 | 10:53 am

Just Stop Oil supporters have stopped traffic at a key road junction near Holborn tube station to demand that the government halts all new oil

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JUST STOP OIL BLOCKS KNIGHTSBRIDGE AND SPRAY PAINTS HARRODS ON 20TH DAY OF ACTION IN THE CAPITAL

October 20, 2022 | 10:43 am

Just Stop Oil supporters have stopped traffic on Knightsbridge in London and sprayed paint on the outside of Harrods to demand that the government halts

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DAY 19: JUST STOP OIL BLOCKS A4 CROMWELL ROAD BRINGING TRAFFIC TO A STANDSTILL

October 19, 2022 | 9:53 am

25 supporters of Just Stop Oil have stopped traffic on the A4 Cromwell Road at the junction with Exhibition Road, in central London. They are

READ MORE »

DAY 18: JUST STOP OIL BLOCKS THE A4 TALGARTH ROAD TO DEMAND AN END TO NEW OIL AND GAS

October 18, 2022 | 7:40 am

30 supporters of Just Stop Oil have blocked the A4 Talgarth Road near Barons Court tube station in central London. They are demanding that the

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DAY 17: JUST STOP OIL SUPPORTERS THROW SOUP OVER GOVERNMENT BUILDING WHILE INVITING HOME SECRETARY TO TALK

October 17, 2022 | 11:48 am

Just Stop Oil supporters have stopped traffic on Victoria Road in Westminster and sprayed soup over the Department for Business, Energy and Industrial Strategy (BEIS),

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DAY 17: JUST STOP OIL SUPPORTERS DEFY GRAVITY BY CLIMBING THE QE2 BRIDGE FORCING POLICE TO CLOSE THE BRIDGE

October 17, 2022 | 7:09 am

Two Just Stop Oil supporters have climbed to the top of the Queen Elizabeth II Bridge forcing police to close the bridge to demand that

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DAY 16: JUST STOP OIL SUPPORTERS DEFY HOME SECRETARY BY BLOCKING PARK LANE AND SPRAY PAINTING AN UPMARKET CAR SHOWROOM

October 16, 2022 | 11:32 am

Just Stop Oil supporters have blocked Park Lane and sprayed paint over a car showroom to demand that the government halts all new oil and gas

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A RESPONSE TO HOME SECRETARY SUELLA BRAVERMAN

October 16, 2022 | 11:09 am

We will not be intimidated by changes to the law, we will not be stopped by injunctions sought to silence nonviolent people. These are irrelevant

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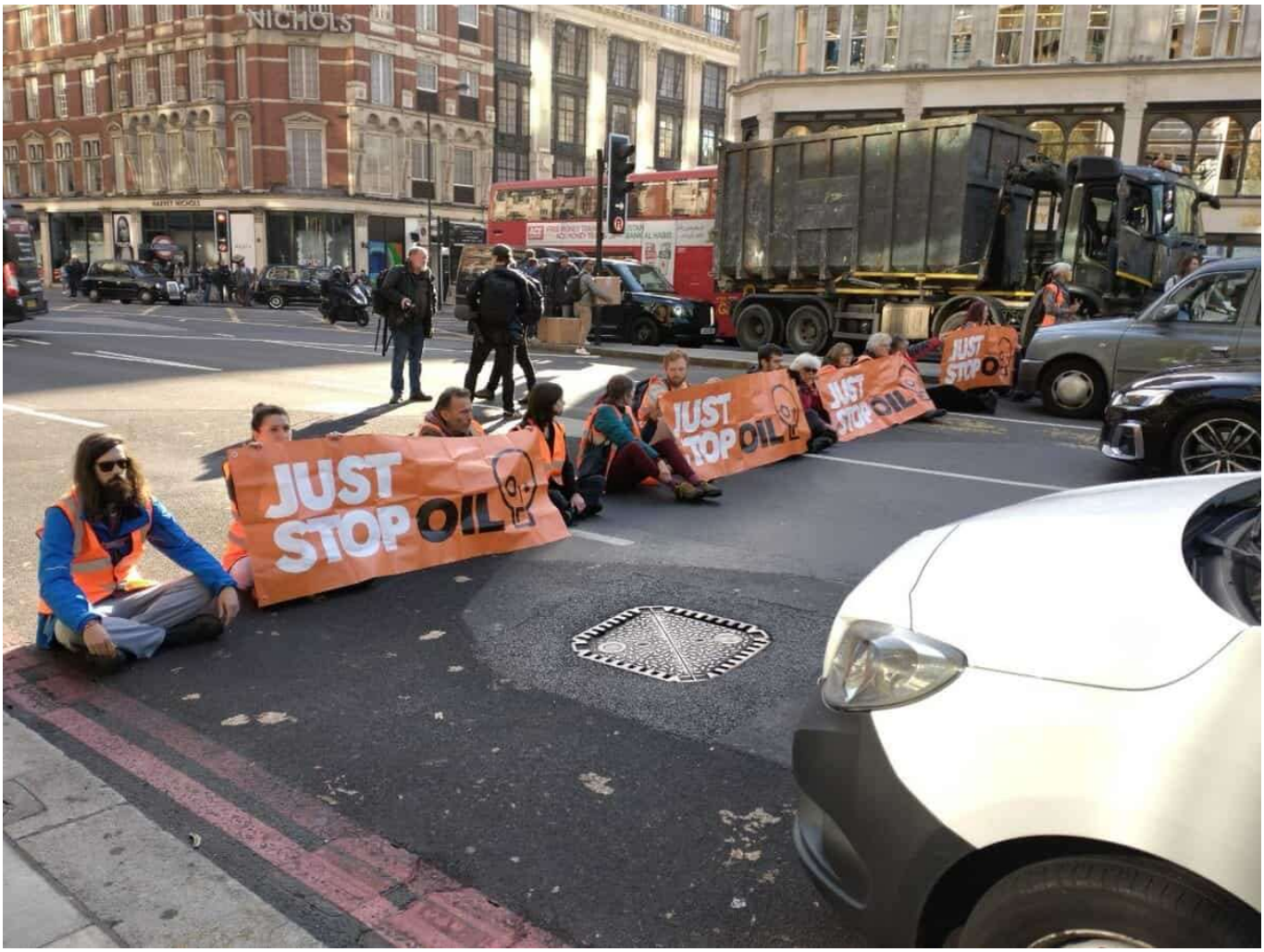

Just Stop Oil supporters target Knightsbridge on 11th day of disruption in London

Press / October 11, 2022

Just Stop Oil supporters have blocked roads in Knightsbridge, London today causing delays and disruption for the eleventh day running. They are demanding that the government halts all new oil and gas licences and consents. [1]

At 10am, 32 Just Stop Oil supporters established 3 roadblocks on Knightsbridge and Brompton Road stopping traffic in either direction. They are sitting in the road, and some have glued themselves to the tarmac, making it more difficult for police officers to remove them.

Holly Exley, 34, a freelance illustrator from Bristol said:

"The reality is that there can be no new oil and gas if we want a safe future, but the UK government wants to extract and sell "every last drop" from the North Sea. Their plans will make climate breakdown, mass

suffering and loss of life inevitable unless good people rise up and resist. Right now a very small group of people are making huge sacrifices, risking their wellbeing and their liberty to resist new oil and gas. It's time for everyone to stand up and pick a side. "

Naomi Goddard, 58, a Parish Clerk from Hebden Bridge said:

"I work in a conservative, law-abiding profession so the decision to take direct action with Just Stop Oil was not an easy one. The reality is that we have less than 3 years to avoid climate catastrophe, but our government is failing to act and now Liz Truss is planning to grant over 100 new fossil fuel licences rather than encouraging renewable energy.

"I just couldn't keep my eyes tight shut against what was happening any longer. I know that I risk losing my freedom, my job and my friends by doing this but I also know deep in my heart that taking action at this time is absolutely the right thing to do."

Graham Lowe, 68, an artist and art tutor from Lancaster said:

"I have no choice but to resist, this government is once again putting profit before people. After a summer of global drought, record temperatures and millions made homeless by unprecedented floods in Pakistan, we have to stand up to the government and say no to new fossil fuels. There is no greater threat to the wellbeing of billions of people than complacency at this time. "

Kathy Dolan, 48, a council worker from Trafford, Greater Manchester said

"I can't stand by while our government chooses destructive self-interest over a liveable future, and, for the global south, a liveable present. We're out of time. I will resist, my conscience won't let me do anything else."

Today's actions follow ten days of continuous disruption by supporters of Just Stop Oil in which a total of 309 arrests have been made. On Monday, 31 arrests were made, including 23 on The Mall after a group established a roadblock and 7 outside Downing Street after they marched in the road with banners. Since the campaign began on April 1st, there have been over 1,500 arrests of Just Stop Oil supporters.[2]

This is not a one day event, this is an act of resistance against a criminal government and their genocidal death project. Our supporters will be returning – today, tomorrow and the next day – and the next day after that – and every day until our demand is met: no new oil and gas in the UK.

We will not be intimidated by changes to the law, we will not be stopped by private injunctions sought to silence peaceful people. Our supporters understand that these are irrelevant when set against mass starvation, slaughter, the loss of our rights, freedoms and communities.

Day 17: Just Stop Oil supporters defy gravity by climbing the QE2 Bridge forcing police to close the bridge

Press / October 17, 2022

Two Just Stop Oil supporters have climbed to the top of the Queen Elizabeth II Bridge forcing police to close the bridge to demand that the government halts all new oil and gas licences and consents. [1]

At approximately 5 am two climbers ascended the two 84m masts on the North side of the Queen Elizabeth II Bridge forcing the police to stop traffic from entering the bridge. It is expected that the bridge will remain shut for at least 24 hours. [2]

Morgan Trowland, 39, a bridge design engineer from London, said

"As a professional civil engineer, each year as I renew my registration, I commit to acting within our code of ethics, which requires me to safeguard human life and welfare and the environment. Our government has enacted suicidal laws to accelerate oil production: killing human life and destroying our environment. I can't challenge this madness in my desk job, designing bridges, so I'm taking direct action, occupying the QE2 bridge until the government stops all new oil."

Marcus, 33, a teacher from London said:

"Too many people in this country simply don't know the scale and intensity of climate breakdown as the scientists describe it. The authorities are criminally failing to get this grim science communicated. During Covid the science was conveyed on a daily basis. Why isn't the most existential threat that humanity has ever faced on the news every day?

"Our political system is betraying the people of this country. More fossil fuel licenses means global genocide. Only direct action will now help to reach the social tipping point we so urgently need."

Today's actions follow over two weeks of continuous disruption by supporters of Just Stop Oil in which they have experienced over 450 arrests. On Sunday, there were 14 arrests of Just Stop Oil supporters, who blocked Park Lane and sprayed an Aston Martin dealership with orange paint. Since the campaign began on April 1st, Just Stop Oil supporters have been arrested over 1,700 times, with 5 currently in prison. [3]

This is not a one day event, expect us every day and anywhere. This is an act of resistance against a criminal government and their genocidal death project. Our supporters will be returning – today, tomorrow and the next day – and the next day after that – and every day until our demand is met: no new oil and gas in the UK.

We will not be intimidated by changes to the law, we will not be stopped by private injunctions sought to silence peaceful people. Our supporters understand that these are irrelevant when set against mass starvation, slaughter, the loss of our rights, freedoms and communities.

Stand with our supporters in prison, with the 1,700 murdered across the global south, for protecting our futures. We will not die silently, it will be ordinary people, like you, your friends, colleagues and neighbours who do what our government cannot. It will take all of us. [4]

ENDS

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Press email: juststopoilpress@protonmail.com

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Facebook: https://www.facebook.com/JustStopOil/

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Bridge climbers get 3 years in longest ever sentence for peaceful climate action

Two Just Stop Oil supporters have been given draconian custodial sentences after occupying the Queen Elizabeth II Bridge at Dartford in London. The Just Stop Oil supporters were demanding that the government halt licensing and consents for the development of any new fossil-fuel projects in the UK. [1]

The pair appeared before Judge Collery at Southend Crown Court. Morgan Trowland has been sentenced to three years and Marcus Decker has been sentenced to two years and seven months. These are the longest sentences for peaceful climate action in UK history.

The pair scaled the QE2 bridge on October 17th 2022 and remained at height for 37 hours, disrupting oil supplies to Kent and the South East. Both men have been held on remand since the incident. [2]

Speaking prior to sentencing, Morgan Trowland, 40, a bridge design engineer from London, said:

"Marcus and I demonstrated what any two ordinary people will do, when the death screams of the world become unbearable. I cannot enjoy liberty in a society when our government makes plans to kill people on a massive scale. Drilling new oil and gas wells in 2023 means death for many of the most vulnerable on earth. I will not be complicit in that."

Speaking outside the courtroom Stephanie Golder, a Just Stop Oil spokesperson, said:

"What Morgan and Marcus did was extraordinary, risky and extremely disruptive. But what should you do when your government refuses to protect the people? When it ignores the repeated warnings of the world's climate scientists. When you know that new oil and gas extraction will eventually result in the deaths of billions of people?"

"Nonviolent civil resistance is the answer. It's what the Suffragettes did, it's what the Civil Rights movements did. It's our best chance of getting the scale of change we need, in the time we need it."

“Just Stop Oil will not be deterred by these draconian sentences. Where they imprison one of us, ten more will take their place. When they imprison ten of us, one hundred will stand to take their place. We must unite against this genocidal government and be brave.”

“For now, that means slowly marching around the streets of London. It is an act of self respect, an act of solidarity, an act of love and necessity. We urge you to join us, because together we can stop the harm that is new oil and gas. Our campaign resumes on April 24th. Sign up at juststopoil dot org.”

Since the Just Stop Oil campaign began on April 1st 2022, there have been over 2,000 arrests and 138 people have spent time in prison, many without trial. There are currently two Just Stop Oil and five Insulate Britain supporters in prison, serving sentences for actions taken with the campaign.

We stand with these political prisoners, with the 1,800 victims of our broken criminal justice system imprisoned for over a year without trial and with the 1,700 murdered across the global south, for protecting all our lives. This is the moment for us to come together and resist the destruction of everything we love, something that is being imposed on us by a few, who only seek to enrich themselves. [3] [4]

In moments of emergency, we must be brave, we must stand for good over evil, life over death, right over wrong. We cannot stand by and watch while our rights and freedoms and everything we love is being destroyed. It’s time to pick a side. Either you are actively supporting civil resistance, fighting for life, or you are complicit with genocide.

Join us in civil resistance on a slow march around the streets of London from April 24th. [5]

ENDS

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Twitter: https://twitter.com/JustStop_Oil

Youtube: https://juststopoil.org/youtube

Donate: https://juststopoil.org/donate/

Notes to Editors

[1] Just Stop Oil is a coalition of groups working together to demand that the government immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK. Just Stop Oil is a member of the A22 Network of civil resistance projects. Climate Emergency Fund is Just Stop Oil’s primary funder for recruitment, training, and capacity building.

[2] Press release from 17th October 2022: https://juststopoil.org/2022/10/17/day-17-just-stop-oil-supporters-defy-gravity-by-climbing-the-qe2-bridge-forcing-police-to-close-the-bridge/

[3] Fair Trials reports that the number of people being held in prison without trial in England and Wales is at its highest for over 50 years, with 1,800 people in prison without trial for at least a year.

[4] A recent report from Global Witness says that more than 1,700 people have died while trying to prevent mining, oil drilling or logging on their lands.

[5] Sign up to join Just Stop Oil supporters on a slow march this Spring: https://juststopoil.org/

Just Stop Oil

This article is more than **3 months old**

Just Stop Oil protesters arrested after Harrods sprayed with orange paint

More than dozen activists in custody after protest at department store in London that also stopped traffic

PA Media

Thu 20 Oct 2022 14.58 BST

Just Stop Oil protesters have sprayed orange paint on the front of Harrods in central London as they continue to call on the government to end all "new oil and gas".

About 20 demonstrators gathered outside the department store in Knightsbridge at about 9am on Thursday for a 20th consecutive day of disruption to the capital.

A video shared on Just Stop Oil's Twitter account showed two protesters spraying paint on the windows of Harrods. A second clip appeared to show the pair being taken inside the store by security guards.

Other protesters stopped traffic in Brompton Road, where the store is located, with some gluing themselves on to the asphalt.

The Metropolitan police said the protesters were being removed by specialist officers. It confirmed two people had been arrested on suspicion of criminal damage.

A Just Stop Oil spokesperson said: "Our government is criminally incompetent and morally bankrupt. They are actively seeking to accelerate fossil fuel production, which will kill millions of people, while failing to address the worst cost of living crisis this country has ever seen.

"Vulnerable people will be freezing to death in their homes this winter while the government refuses to tax the rich and the big energy companies that are profiting from our misery."

Later on Thursday, the Met confirmed 18 people had been arrested for the alleged wilful obstruction of the highway in Brompton Road and taken into custody.

Just Stop Oil

This article is more than **2 months old**

Just Stop Oil protest stops traffic in north London

Police arrest 17 protesters after activists glued themselves to the road in Upper Street, Islington

Sarah Haque

Sat 22 Oct 2022 15.47 BST

Just Stop Oil activists have glued themselves to a road in north London on the 22nd day of the group's campaign of civil unrest.

About 20 protesters stopped traffic in Upper Street in Islington, north London, on Saturday.

The Metropolitan police said: "Met officers are at the scene at Upper Street N1, where there are 16 Just Stop Oil protesters who have sat down on the road, four of whom are locked on to each other and six are glued to the road."

It went on: "Traffic in both directions is blocked. Police are in the process of arresting those who are not glued or locked on for wilful obstruction of the highway.

"A specialist team is now on the scene and dealing with those who are glued and locked on, and they will be arrested when freed."

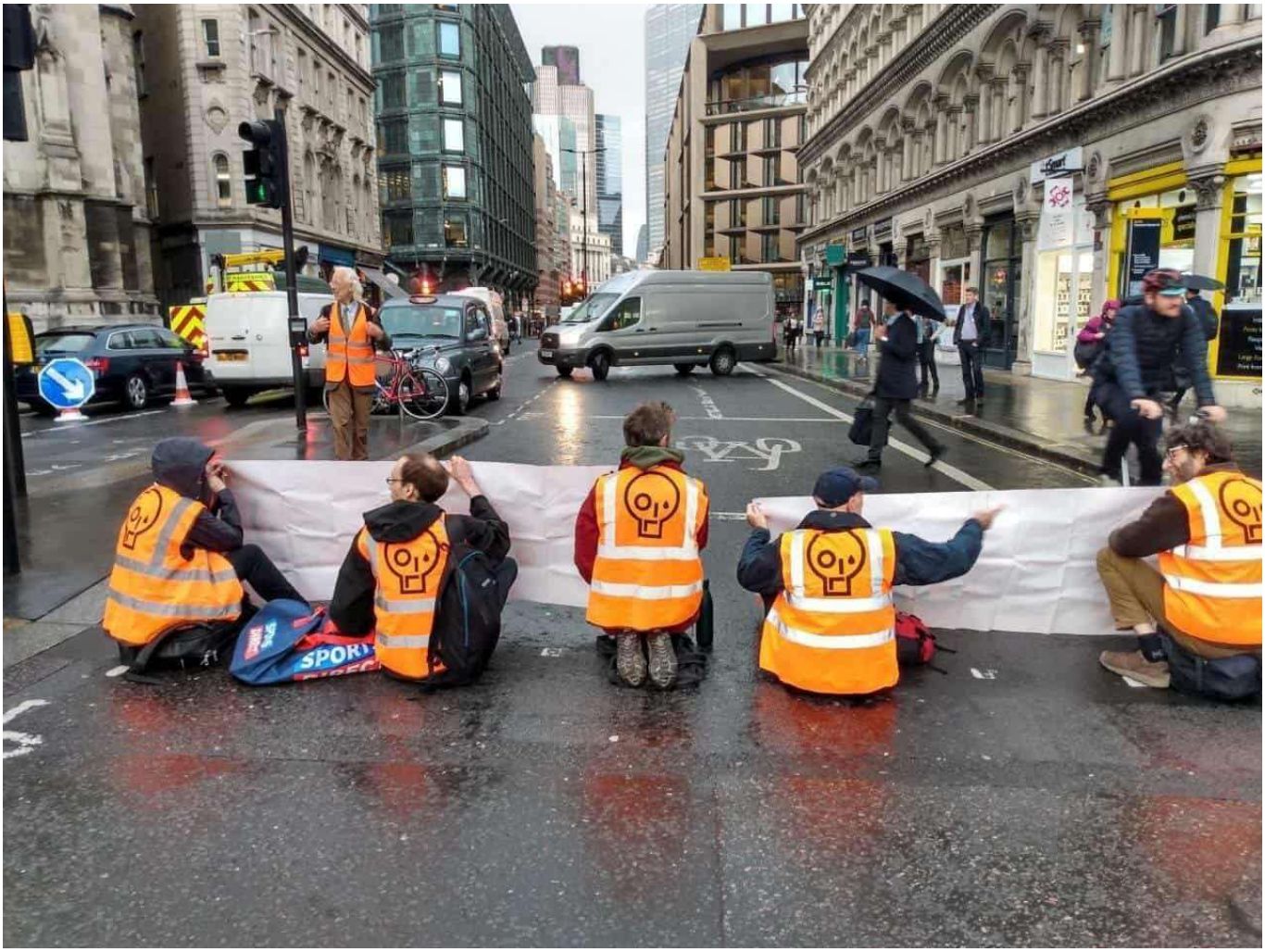
It was the latest development in a two-week-long string of protests organised by Just Stop Oil, which is demanding that the government halt new fossil fuel licensing and production.

The Met later said the road had been cleared, and traffic was flowing in both directions.

It added: "Police have arrested 17 protesters for wilful obstruction of the highway. They have been taken into custody at a central London police station."

Last week, activists from Just Stop Oil threw tomato soup over Vincent van Gogh's Sunflowers, which was protected by glass, at the National Gallery in London.

The gallery has since confirmed the painting was not damaged, saying in a statement that "there is some minor damage to the frame but the painting is unharmed".



Day 27: Just Stop Oil blocks Mansion House in London

Press / October 27, 2022

Just Stop Oil supporters have blocked a key junction at Mansion House in London. They are demanding that the government halts all new oil and gas licences and consents. [1]

At 9 am this morning, 31 Just Stop Oil supporters walked onto Cannon St, Queen Victoria St and Garlick Hill near Mansion House tube station, and disrupted traffic by sitting in the road with banners. Some supporters have glued onto the tarmac and eight supporters have locked on to each other.

Tommy Burnett, 30, a taxi driver from Kendal said:

I'm taking action because the status quo needs to change; we cannot continue using fossil fuels when we know it is causing increasingly severe weather and making areas of the world uninhabitable. I'm in civil

resistance because I believe people's health, and the health of our planet, is more important than the wealth of a few.

The action follows the spraying of several car showrooms with orange paint and a roadblock in Piccadilly by Just Stop Oil supporters yesterday. [2]

Just Stop Oil continues to peacefully resist the government's plans to licence over 100 new oil and gas projects by 2025, and its failure to fulfil its promise to help people with their skyrocketing energy bills. Policy failures that will force millions into poverty and facing a choice between heating, eating, or providing the basic essentials for themselves and their families.

Today's roadblock follows three weeks of continuous civil resistance by supporters of Just Stop Oil during which the police have made over 600 arrests. Since the campaign began on April 1st, Just Stop Oil supporters have been arrested 1,900 times, with 7 supporters currently in prison.[3]

This is not a one day event, expect us every day and anywhere. This is an act of resistance against a criminal government and their genocidal death project. Our supporters will be returning – today, tomorrow and the next day – and the next day after that – and every day until our demand is met: no new oil and gas in the UK.

We will not be intimidated by changes to the law, we will not be stopped by private injunctions sought to silence peaceful people. Our supporters understand that these are irrelevant when set against mass starvation, slaughter, the loss of our rights, freedoms and communities.

Stand with our supporters in prison, with the 1,700 murdered across the global south, for protecting all our lives. We will not die silently, it will be ordinary people, like you, your friends, colleagues and neighbours who do what our government cannot. It will take all of us. [4]

ENDS

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Twitter: https://twitter.com/JustStop_Oil

Just Stop Oil @JustStop_Oil · 28 Oct 2022

🔥 Join us and the People's Assembly coalition on Sat 5 Nov:
bit.ly/JSO5nov

📝 Sign up for arrestable direct action at bit.ly/JSOaction

🪛 Learn more about the campaign at bit.ly/JSOevents

💷 Support us at bit.ly/JSOdonate2

19 23 60

Just Stop Oil @JustStop_Oil · 28 Oct 2022

🏛️ We will not be intimidated by changes to the law and we will not be stopped by private injunctions sought to silence peaceful people. We understand that these are irrelevant when set against the collapse of society as we know it.

#CivilDisobedience

49 61 225

NEWS SOUTHWARK WESTMINSTER

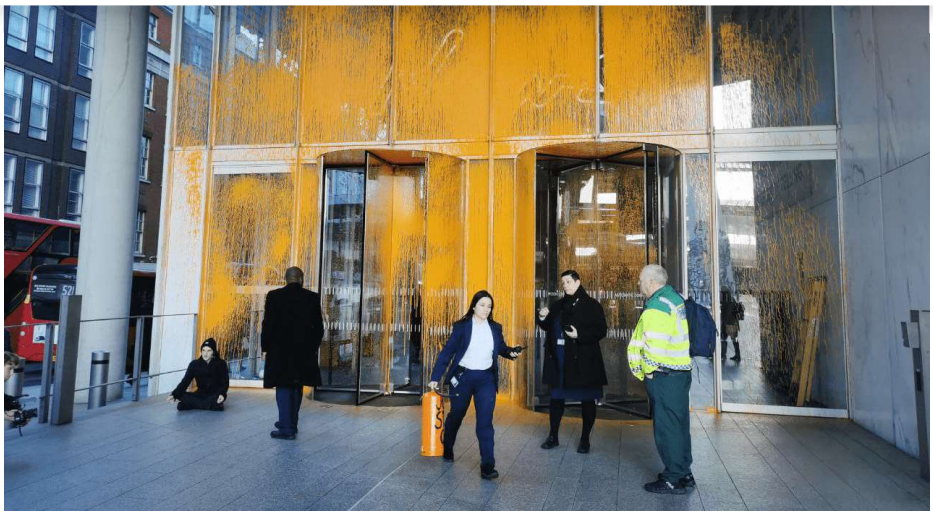
Just Stop Oil protesters spray paint on News Corp's London Bridge building

31 October 2022 James Twomey 0 Comments

Just Stop Oil supporters have sprayed orange paint on News Corp's headquarters in London Bridge as it blames the media organisation for "supporting" the fossil fuel economy.

The building was one of four targeted across London today, with the Home Office building, the MI5 building and the Bank of England also sprayed with paint.

The group says it is demanding that the Government halts all new oil and gas licences.



News UK building sprayed with orange paint (Picture: Just Stop Oil)

At around 8.30am today, protesters sprayed orange paint from fire extinguishers on all four buildings. The Met said six people were arrested on suspicion of criminal damage.

The group said the buildings were chosen as they "represent the pillars that support and maintain the power of the fossil fuel economy – government, security, finance and media".

News Corp is part of the Rupert Murdoch media empire which runs a variety of of publications including *The Sun* and *The Times.*

A Just Stop Oil spokesman said: "We are not prepared to stand by and watch while everything we love is destroyed, while vulnerable people go hungry and fossil fuel companies and the rich profit from our misery.

"The era of fossil fuels should be long gone, but the creeping tentacles of fossil fuel interests continue to corrupt our politics, government and the media as they have for decades.

"How else do you explain a Government ignoring sensible no-brainer policies like renewables, insulation and public transport, which would cut our energy bills and our

“Well we’re done with begging. We are acting to stop new oil and gas because it is the right thing to do.

“As citizens, as parents, we have every right under British law to protect ourselves and those we love. The Government has the power to end the disruption today by agreeing to stop new oil and gas licences and consents.”

The Met said at around 8.20am, Thames House in Millbank was sprayed with paint. Officers responded and made one arrest for criminal damage at around 8.45am.

At around 8.30am, the News UK building in London Bridge Street was sprayed with paint. Officers responded and made one arrest for criminal damage.

At around 8.40am, two people sprayed the Home Office in Marsham Street with paint. They were arrested on suspicion of criminal damage by Met officers.

All those arrested have been taken into custody at a central London police station.

City of London Police officers arrested a further two people who sprayed the Bank of England in Threadneedle Street at around 8.30am.

News UK has been contacted for comment.

Pictured top: News UK building sprayed with orange paint by Just Stop Oil protesters (Picture: Just Stop Oil)

Just Stop Oil @JustStop_Oil · 1 Nov 2022

If, as we sadly expect, we receive no response from ministers to our demand by the end of Friday 4 Nov, we will escalate our legal disruption against this treasonous Govt. Our action will be proportionate to the task of stopping the crime against humanity which is new oil & gas.

189 231 1,124

Show this thread

XR South East UK
@XrSouthEastUK

Eversheds Sutherland, are used by ecocidal companies like @ExxonMobil and @HS2ltd
They're using the courts to criminalise and silence peaceful protestors. We're here to tell @ESgloballaw to #CutTheTies to the #FossilFuel industry.

HS2 Rebellion and Extinction Rebellion UK

3:46 pm · 21 Nov 2022

67 Retweets 6 Quote Tweets 114 Likes

HS2 Rebellion at Eversheds Sutherland, Wood Street

HS2 Rebellion sprayed the offices of multinational law firm Eversheds Sutherland with [illegible]. As solicitors for HS2 and Esso, Eversheds Sutherland have been forerunners in criminalising nonviolent environmental protest through the use of injunctions. [11] [12]

TB2 / 608

Just Stop Oil supporters disrupt traffic calling for U-turn on coal decision

Press / December 8, 2022

Just Stop Oil supporters have stopped traffic on key routes in Central London today to demand that the government halts all new oil and gas licences and consents and reverses yesterday's decision on a new coal mine. [1]

At 9:15am, around 15 Just Stop Oil supporters wearing hi-vis vests walked onto Whitechapel Road, East London and proceeded to march slowly east and then west causing delays to rush hour traffic. The march continued on Commercial Road.

A further action is planned later this morning.

Sophie Holland, 51, a mum of three and NHS speech therapist from Bristol said:

"My concern for the future of everything has reached the point it seems reasonable, responsible even, to be in the streets demanding change. Why is our government not listening to Sir David King, Sir David Attenborough, the many 1000's of scientists and the UN Secretary General who can't make it any clearer: either we change, or we perish. Still the government plans for more oil, gas and now coal. They are killing us, our natural world, our children's futures.

"I work with people with severe asthma and long Covid, who struggle to breathe. Air pollution will get worse, as will fires, floods, hunger. It is beyond contention. A liveable future is possible, but only if we stop new oil and gas. I'm terrified. I want my children to die of old age. What I can't understand is why isn't everyone on the streets, shouting for change?

Teresa Garlake, 59, a former teacher and mother of 2 young adults from Oxford said:

"As a teacher I worked to help children believe in themselves and their power to be good citizens. What future do they have now? Our government knows full well that allowing the extraction of new oil and gas resources in the UK will destroy everything we hold dear. Yet it continues to subsidise the fossil fuel industries with billions of pounds every year.

"I don't want to be here causing disruption, but the fact is that the real disruption is being caused by a government that continues to support a fossil fuel industry that is bringing about an unliveable future. Morally, who are the criminals? We are here to do all we can to bring about a future for all children. We can't have that unless we stop all new oil and gas"

The action follows yesterday's announcement by the government that it has given the greenlight to the UK's first new coalmine in 30 years at Whitehaven in Cumbria.[2]

A Just Stop Oil spokesperson said:

"The government has just ripped up any pretence of global climate leadership and signed the death warrant for millions of people and for what? Coal that no British company wants or needs, whose credentials rest on dangerous lies about jobs and carbon capture and storage.

"Their toxic plans will lead to social collapse and the destruction of everything we hold dear. This cannot stand. We need everyone out on the streets now to take back what is rightfully ours: the chance of a liveable future."

This week sees the continuation of court hearings for the Just Stop Oil supporters arrested as part of the four days of action on the M25 during November. A total of 6 supporters including 1 currently on remand are due to appear at Guidford and Maidstone Crown Courts today [3]

Six weeks of continuous disruption and civil resistance by supporters of Just Stop Oil during October and November resulted in over 700 arrests. Since the campaign began on April 1st, Just Stop Oil supporters have been arrested over 2,000 times, with 24 supporters currently in prison. [4]

Just Stop Oil continues to peacefully resist the government's plans to licence over 100 new oil and gas projects by 2025, and its failure to fulfil its promise to help people with their skyrocketing energy bills. By continuing to encourage new oil and gas they are complicit in the death of millions and are facilitating the collapse of the ordered society that allows democracy to function.

Solidarity Event: Join us this Saturday (10th December), in Parliament Square from 12pm as we march and rally in solidarity with our 25 supporters in prison, with the 2,000 victims of our broken criminal justice system imprisoned for over a year without trial and with the 1,700 murdered across the global south, for protecting all our lives. We are not prepared to just watch while they destroy everything we love. As citizens, as humans, as parents and children we have every right under British law to protect ourselves and those we love. This is the moment, we are the last generation that can solve this. Will you step up and join us? If we all come together we can do this. We can Just Stop Oil. [5][6]

ENDS

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Youtube: https://juststopoil.org/youtube

Donate: https://juststopoil.org/donate/

Notes to Editors

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[2] https://www.theguardian.com/environment/2022/dec/07/uk-first-new-coalmine-for-30-years-gets-go-ahead-in-cumbria

[3] A total of 6 supporters including 1 currently on remand are due to appear at Guidford and Maidstone Crown Courts today:

10am Guildford: Isabel Rock, Niculina Tirpoca, Rachel Payne, Jesse Prince,

Not in the UK? Visit the Extinction Rebellion Global Website.

Extinction Rebellion UK's New Year's Resolution: WE QUIT

January 01, 2023 by Extinction Rebellion

When XR burst onto the scene four years ago, few could have imagined the seismic shift it would bring about in the climate movement, the climate conversation, and the world at large.

But despite the blaring alarm on the climate and ecological emergency ringing loud and clear, very little has changed. Emissions continue to rise and our planet is dying at an accelerated rate.

The root causes? A financial system prioritising profits over life, a media failing to inform the public and hold power to account, and a reckless government entrenched in corruption and suppressing the right to protest injustice.

As we ring in the new year, we make a controversial resolution to temporarily shift away from public disruption as a primary tactic. We recognise and celebrate the power of disruption to raise the alarm and believe that constantly evolving tactics is a necessary approach. What's needed now most is to disrupt the abuse of power and imbalance, to bring about a transition to a fair society that works together to end the fossil fuel era. Our politicians, addicted to greed and bloated on profits won't do it without pressure.

We must be radical in our response to this crisis and determined in our efforts to address the climate and ecological emergency, even if it means taking a different approach than before. In a time when speaking out and taking action are criminalised, building collective power, strengthening in number and thriving through bridge-building is a radical act. XR is committed to including everyone in this work and leaving no one behind, because everyone has a role to play. This year, we prioritise attendance over arrest and relationships over roadblocks, as we stand together and become impossible to ignore.

The conditions for change in the UK have never been more favourable – it's time to seize the moment. The confluence of multiple crises presents us with a unique opportunity to mobilise and move beyond traditional divides. No one can do this alone, and it's the responsibility of all of us, not just one group. It may be uncomfortable or difficult, but the strength of all social, environmental, and justice movements lies in working together. As our rights are stripped away and those speaking out and most at risk are silenced, we must find common ground and unite to survive.

It's no secret that those in power are hoarding wealth and power at the expense of ordinary people, while ignoring the consequences of their greed. Emissions continue to rise, but they couldn't care less. But people do care, and changes to democracy that free and empower the voices of the people through Citizens Assemblies could balance the tables and bring about the positive societal tipping point we all need.

Choose Your Future – 21st April and beyond – The Big One – Houses of Parliament – 100,000 people.

Read more here.

Email: press@extinctionrebellion.uk
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#ExtinctionRebellion

Just Stop Oil

Insulate Britain and Just Stop Oil vow to continue disruptive action

Commitment to 'civil resistance' comes after Extinction Rebellion said it would prioritise 'relationships over roadblocks'

Damien Gayle

@damiengayle

Mon 2 Jan 2023 17.23 GMT

Insulate Britain and Just Stop Oil have doubled down on their commitment to disruptive climate "civil resistance" after Extinction Rebellion announced new tactics prioritising "relationships over roadblocks".

"It's 2023 and XR has quit," Just Stop Oil said in a statement. "But it's 2023, and we are barrelling down the highway to the loss of ordered civil society, as extreme weather impacts tens of millions, as our country becomes unrecognisable … there is now a need to face reality.

"We must move from disobedience into civil resistance – this is what the nurses and paramedics are doing. They are on the frontline of the harm being wreaked on us and have said no more."

Insulate Britain said its supporters remained prepared to go to prison. "Insulate Britain supporters remain committed to civil resistance as the only appropriate and effective response to the reality of our situation in 2023," its statement said.

"In the UK right now, nurses, ambulance drivers and railway workers are on strike because they understand that public disruption is vital to demand changes that governments are not willing or are too scared to address."

In recent years, XR has led its supporters into blockading London streets and bridges for days, smashing bank headquarters' windows and spraying fake blood on the Treasury. But on Sunday, the group announced "we quit" in a new year resolution to "prioritise attendance over arrest and relationships over roadblocks".

Since its radical start, XR has become comparatively more moderate. It has called for 100,000 people to take to the streets of Westminster in April, but cancelled its last series of protests in London after the queen's death. Recent demonstrations at private airfields led to no arrests. Trials continue of XR supporters involved in direct actions over previous years.

On the other hand, over the past year, supporters of the Just Stop Oil campaign have smashed petrol pumps, blockaded oil terminals, glued themselves to the streets of London, zip-tied their necks to goalposts at Premier League football matches and thrown tomato soup over one of the world's most famous oil paintings.

More than 2,000 arrests were made during JSO actions, and 138 of its activists have been held behind bars either awaiting trial or while serving a sentence this year. According to the group, 12 are currently in jail.

In a column for the anarchist news website Freedom, Jan Goodey, a university lecturer serving a six-month sentence for climbing a gantry over the M25, said the household energy crisis had vindicated Insulate Britain's use of disruptive tactics to demand home insulation. "Words of hope and encouragement are ineffective and irrelevant; it is action, resistance, and solidarity that work," he wrote.

One activist who has campaigned with both XR and Just Stop Oil said he was conflicted about XR's announcement, which may attract more supporters but at the risk of effectiveness. "My concern is our lack of time," he said. "If we don't actively, noisily push for change now, later may prove way too late to save anything.

Another said it appeared XR was repositioning itself as a more moderate group, as flank groups such as Just Stop Oil monopolised and radicalised more extreme direct actions.

James Ozden, the director of Social Change Lab, said XR's repositioning could allow it to take advantage of awareness raised by radical protests, without being implicated in their unpopularity. "As Just Stop Oil continues to organise more disruptive protests, it's likely we'll see a radical flank effect, whereby radical tactics increase support for more moderate groups, such as Extinction Rebellion.

"This synergistic relationship is likely to benefit the overall climate movement, as people can join groups that appeal most to them."

More on this story

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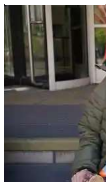
16 Jun 2022



Insulate B disrupt tr hands to

26 Apr 202

West Bridgford Wire

Nottingham offices of law firm targeted by Extinction Rebellion

1:33 pm 28 Feb 2023

By Wire

At noon on Tuesday 28 February, 60 activists from Extinction Rebellion and HS2 Rebellion began disrupting the offices of law firm Eversheds Sutherland in Nottingham, Birmingham, Cardiff and London.

In Nottingham, protesters in hazmat suits used fire extinguishers to spray the Eversheds Sutherland building on Canal Street building with fake oil, unfurled banners and let off smoke flares.

They are protesting against what they suggest is the law firm's contribution to global heating and environmental destruction.

Eversheds Sutherland has put injunctions in place for companies like Esso (ExxonMobil) and HS2. These injunctions protect polluters, criminalise nonviolent environmental protest and suppress protest rights, according to XR.

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“I’m taking this action today because I’m so frightened by the climate crisis that I feel this is a necessary and appropriate response. Eversheds need to cut ties with the fossil fuel industry.

“Spraying non-toxic, washable fake oil on the offices of a firm that seeks to protect that destructive industry is trivial compared with the damage they’re doing to our planet. They need calling out.” said Eddie Francis, 74, Lincoln, retired joiner and father.

When Extinction Rebellion announced ‘We Quit’ in January, it didn’t say it was quitting non-violent direct action.

The statement promised to temporarily halt actions targeting public disruption.

These peaceful direct actions do not disrupt the public; instead, they aim to highlight companies like Eversheds Sutherland to increased scrutiny and public accountability for its legal services to the fossil fuel industry.

Today’s protests are part of a series of ‘Cut the Ties’ protests which launched in November 2022 simultaneously at 13 sites across London. The campaign targets organisations that prop up the fossil fuel economy.

XR say that all the protesters who took part today are prepared to take responsibility for their actions.

Extinction Rebellion is inviting everyone to Westminster between 21-24 April 2023 to demand a fair society and a citizen-led end to the fossil fuel era. Find out more about The Big One.

Extinction Rebellion Protesters Target Law Firm for 'Defending Climate Criminals'

"We are taking this action against injunctions put in place by law firms like Eversheds which prevent peaceful protest," said a 70-year-old who joined the protest in London.

Jessica Corbett | Feb 28, 2023

Dozens of protesters on Tuesday gathered at Eversheds Sutherland offices in four U.K. cities—Birmingham, Cardiff, London, and Nottingham—to call out the corporate law firm's work for major polluters fueling the climate emergency.

The activists "are protesting against the law firm's complicity in the destruction of the planet by facilitating injunctions for companies like Esso (ExxonMobil) and High Speed 2 (HS2)," Extinction Rebellion (XR) and HS2 Rebellion explained in a statement.

"I can't stand by while civil liberties are eroded and we drift towards a police state," declared Dorothea Hackma, a 70-year-old grandmother from Camden who participated in the London protest, where activists coated their hands in fake blood and held up inflatable Earths.

"We are taking this action against injunctions put in place by law firms like Eversheds which prevent peaceful protest," Hackma said. "Injunctions enable big oil companies like Exxon and developers like HS2 to continue their destruction of the planet and ecology through the reckless exploitation of fossil fuels."

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(Photo: Extinction Rebellion)

The demonstrators' statement pointed out that "these injunctions have been used on the activists protesting against the destruction of precious woodlands, meadows, and other crucial habitats by HS2 contractors for access to construction sites. The law firm also helped ban protesters from disrupting a new Esso oil pipeline transporting aviation fuel from Southampton to West London through the use of injunctions."

While XR is no longer using "public disruption as a primary tactic," Tuesday's actions were part of a "Cut the Ties" protest series launched in November targeting the "web of organizations propping up the fossil fuel economy." The series is leading up to "The Big One," a demonstration intended to bring together 100,000 people outside the U.K. Parliament in late April.

Climate campaigners in the English city of Birmingham on Tuesday left a message in spray paint: "Cut the Ties To Fossil Fuels."

In Cardiff, the capital of Wales, they poured fake oil outside the firm's Callaghan Square office, blocked an entrance, and wrote "Denfeding Climate Criminals" on the glass.

According to*WalesOnline*:

> Earlier, the group delivered a coffin to the Welsh Parliament. Wearing hazmat suits and black masks, the protesters were making a stand against what they say have been a "glut of applications" to extend coal mining licences in Wales and the "Welsh government's failure to protect future generations."
>
> South Wales Police confirmed one person has been arrested following the demonstration at Callaghan Square. A 68-year-old man from Caerphilly had been arrested on suspicion of criminal damage and remains in police custody.

"We live in a time when multinational corporations are ignoring the science and continuing to extract fossil fuels and cause widespread ecological damage contrary to everything that we are being told about the precarious state of nature and metrological systems," said Mel Price, a certified accountant from Swansea who joined the Cardiff action.

"It seems that the only way to resist the policies of these corporations is to take direct action, not just against them but against the firms that assist them and feed off their profits to suppress movements that seek to bring about the changes that are needed to protect people all over the world," added the 55-year-old. "We need to make the firms see that only by cutting the ties to fossil fuels will we maintain a sustainable future for our children and grandchildren."

In Nottingham, England, demonstrators donned hazmat suits while unfurling "Cut the Ties to Fossil Fuels" banners, setting off smoke flares, and spraying the firm's Canal Street building

in fake oil.

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(Photo: Extinction Rebellion)

"I'm taking this action today because I'm so frightened by the climate crisis that I feel this is a necessary and appropriate response. Eversheds need to cut ties with the fossil fuel industry," said Eddie Francis, a 74-year-old retiree and father.

"Spraying nontoxic, washable fake oil on the offices of a firm that seeks to protect that destructive industry is trivial compared with the damage they're doing to our planet," Francis told the *West Bridgford Wire*. "They need calling out."

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Extinction Rebellion Fossil Fuels United Kingdom Cut The Ties England

Eversheds Sutherland Exxonmobil High Speed 2 London Wales

Extinction Rebellion

PRESS RELEASES

LAST WEEK IN COURT

March 20, 2023 | 1:24 pm

Five Just Stop Oil Supporters have been found guilty of aggravated trespass, after causing disruption to one of largest oil terminals in Europe in 2022.

READ MORE »

100 JUST STOP OIL SUPPORTERS MARCH SLOWLY THROUGH 3 CITY CENTRES CAUSING SEVERE TRAFFIC DELAYS

March 18, 2023 | 2:47 pm

Supporters of Just Stop Oil are staging 'go slow' marches in Bristol, Lancaster and Ipswich today to demand that the government stops all new UK

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NINE JUST STOP OIL SUPPORTERS FOUND GUILTY AFTER DISRUPTING THE UK'S LARGEST OIL TERMINAL

March 8, 2023 | 4:10 pm

Nine Just Stop Oil Supporters have been found guilty after causing disruption to the flow of oil out of the largest fuel terminal in the

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FIVE JUST STOP OIL SUPPORTERS FOUND GUILTY OF DISRUPTING LONDON'S ROADS WHILE FOUR ACQUITTED

March 8, 2023 | 4:04 pm

Five Just Stop Oil Supporters have been found guilty of disrupting key roads within central London, while four others have been acquitted of wilful obstruction

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FOUR JUST STOP OIL SUPPORTERS ACQUITTED AS PROSECUTION FAIL TO PROVIDE EVIDENCE.

March 3, 2023 | 1:23 pm

Four Just Stop Oil Supporters have been acquitted of obstruction of the highway today, after the Crown Prosecution Service failed to provide any evidence against

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THREE JUST STOP OIL SUPPORTERS FOUND GUILTY OF DISRUPTION WHILE BEING FORBIDDEN FROM MENTIONING CLIMATE BREAKDOWN IN THEIR DEFENCE.

March 1, 2023 | 1:36 pm

Three Just Stop Oil Supporters have been found guilty of disrupting key roads within central London. The Just Stop Oil supporters were demanding that the

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JUST STOP OIL STATEMENT ON THE DEATH OF XAVIER GONZALEZ-TRIMMER

February 23, 2023 | 11:00 am

We are mourning the death of an extraordinary young man who was part of our Community of Resistance. He was loved for his bright spirit, his strength, his humour and wit. Those who had the joy of knowing Xavi and sharing his life will be devastated and our heart goes out to them. We are all deeply shocked.

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THREE JUST STOP OIL SUPPORTERS RELEASED AFTER 109 DAYS IN PRISON WITHOUT TRIAL

February 22, 2023 | 4:41 pm

Three Just Stop Oil supporters who have been imprisoned without trial since November were granted bail at Southwark Crown Court today. They were among 18

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Not in the UK? Visit the Extinction Rebellion Global Website.

Eversheds Sutherland: Cut the ties to planet-wrecking companies, demand XR and HS2 Rebellion across England and Wales

February 28, 2023 by Extinction Rebellion

Email: press@extinctionrebellion.uk
Phone: +44(0)7561098449 / +44(0)7756136396
Facebook | Instagram | Twitter | Media Assets | Donate
#21April #UniteToSurvive #CutTheTies

At noon today, 60 people from Extinction Rebellion and HS2 Rebellion began disrupting the offices of law firm Eversheds Sutherland in Birmingham, Cardiff, London and Nottingham. They are protesting against the law firm's complicity in the destruction of the planet by facilitating injunctions for companies like Esso (ExxonMobil) [1] and High

Speed 2 (HS2) [2]. These injunctions criminalise nonviolent environmental protest and suppress protest rights.

In Nottingham, activists in hazmat suits used fire extinguishers to spray Eversheds Sutherland's Canal Street building in fake oil. At Eversheds Sutherland's City of London headquarters in Wood Street, EC2, activists in city suits and white masks with fake blood on their hands held inflatable globes of the Earth, accompanied by Red Rebels and drummers. In Birmingham, people spray painted 'Cut the Ties To Fossil Fuels' on the Colmore Row building and in Callahan Square, Cardiff, rebels sprayed fake oil and glued themselves to the front door of the office.

The protestors also unfurled banners and let off smoke flares.

As solicitors for HS2 and Esso, multinational law firm Eversheds Sutherland have been forerunners in criminalising nonviolent environmental protest through the use of injunctions. Injunctions are civil court orders that can be used to stop someone (or a group of people) from doing a specific act or being in a specific area. Most notably these injunctions have been used on the activists protesting against the destruction of precious woodlands, meadows, and other crucial habitats by HS2 contractors for access to construction sites. [3] The law firm also helped ban protesters from disrupting a new Esso Oil pipeline transporting aviation fuel from Southampton to west London through the use of injunctions. [4]

The injunctions are used as a method of intimidation by the courts to put activists off taking part in any further protest. This method is notorious for singling out activists, naming them and making public their addresses, and causing significant stress each time an injunction is delivered to someone's home.

Eversheds Sutherland who claim to be 'helping our clients, our people and our communities to thrive' [5] are enabling companies to continue destroying communities, the environment, and the right to protest.

Dorothea Hackman (70), a grandmother from Camden, who took action in London, said: "*I can't stand by while civil liberties are eroded and we drift towards a police state. We are taking this action against injunctions put in place by law firms like Eversheds which prevent peaceful protest. Injunctions enable big oil companies like Exxon and developers like HS2 to continue their destruction of the planet and ecology through the reckless exploitation of fossil fuels.*"

Mel Price (55), a Certified Accountant from Swansea, who took part in the Cardiff action, said: "*We live in a time when multinational corporations are ignoring the science and*

continuing to extract fossil fuels and cause widespread ecological damage contrary to everything that we are being told about the precarious state of nature and metrological systems. It seems that the only way to resist the policies of these corporations is to take direct action, not just against them but against the firms that assist them and feed off their profits to suppress movements that seek to bring about the changes that are needed to protect people all over the world. We need to make the firms see that only by cutting the ties to fossil fuels will we maintain a sustainable future for our children and grandchildren."

Today's protests are part of a series of 'Cut the Ties' actions" which launched in November 2022 simultaneously at 13 sites across London. The campaign targets a web of organisations propping up the fossil fuel economy, highlighting how many companies have direct ties to the fossil fuel industry.

This phase of Cut The Ties is part of a series of actions counting down to a mass protest starting 21 April 2023. Everyone who cares about the future is asked to 'Unite to Survive' and make their stand to let the UK government know that inaction is no longer acceptable. Thousands of people will be demanding a fair society and a citizen-led end to the fossil fuel era. Find out more about Unite To Survive.

—Ends—

Notes to editor

[1] https://www.law360.com/articles/1542379/activists-banned-from-disrupting-new-esso-oil-pipeline

[2] https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/919573/Order_dated_4_September_2020__sealed_on_18_September_.pdf

[3] High Court Order regarding Harvil Road: https://www.gov.uk/government/publications/high-court-order-regarding-harvil-road

[4] Activists banned From Disrupting New Esso Oil Pipeline: https://www.law360.com/articles/1542379/activists-banned-from-disrupting-new-esso-oil-pipeline

[5] Eversheds Sutherland Twitter account – 'Helping our clients, our people and our communities to thrive'

ABOUT EXTINCTION REBELLION

- The Big One April 21st 2023 | Find out about our biggest protest yet and to take part!
- Donate to April 21st | Support the Rebellion
- What Emergency? | Read about the true scale of the climate crisis
- XR UK Local Groups | View a map of all local groups
- XR UK website | Find out more about XRUK
- XR Global website | Discover what's going on in XR around the globe!

Time has almost entirely run out to address the climate and 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, leading to societal collapse and mass loss of life. 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.

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07/03/23
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06/03/23
Op-ed: Skills for the future

06/03/23

Thanks for trying out Immersive Reader. Share your feedback with us.

Extinction Rebellion chain themselves to entrance of building during day of disturbance in Cardiff

Climate action group Extinction Rebellion delivered a coffin to the Senedd this morning

Members of protest group Extinction Rebellion (XR) chained themselves to the entrance of a law firm in Cardiff.

The group, who campaign against the lack of action by policy makers to tackle the unfolding climate crisis, set up a blockade outside law firm Eversheds Sutherland at One Callaghan Square in Cardiff on Tuesday afternoon. Demonstrators wrote "defending climate criminals" in graffiti on the glass at the front of the building. A black liquid, seemingly used to represent oil, was poured on the front steps of the law firm, and other banners have been placed alongside.

Earlier, the group delivered a coffin to the Welsh Parliament. Wearing hazmat suits and black masks, the protesters were making a stand against what they say have been a "glut of applications" to extend coal mining licences in Wales and the "Welsh Government's failure to protect future generations".

South Wales Police confirmed one person has been arrested following the demonstration at Callaghan Square. A 68-year-old man from Caerphilly had been arrested on suspicion of criminal damage and remains in police custody.

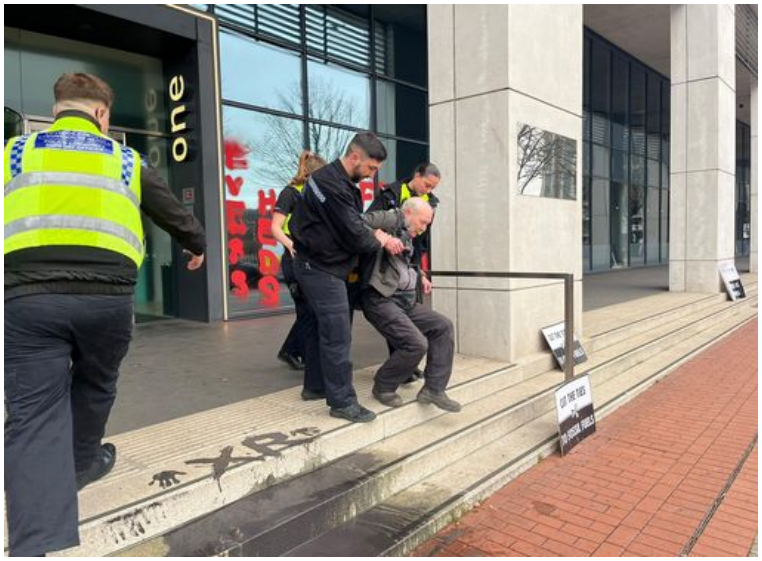
Demonstrators stood on the steps of the Senedd bearing the sign "Rage against the dying of the light" and "No jobs on a dead planet". The Coffin was draped in a Welsh flag and had the sign "Betrayed by my government" in front of it. This is the first of several protests planned in the Welsh capital and wider UK today.

Extinction Rebellion Cymru spokesperson David France, 25, a carer from Welshpool, said: "Fossil fuel companies and their super-rich owners are primarily responsible for both the climate and cost-of-living crises. They're making countless billions in excess profits, while regular people are made to go hungry, and while the Earth's climate passes multiple tipping points.

"Public opinion is against them, but they're using the vast amounts of money at their disposal to shore up their position and profit from their planet-wrecking practises as long as they can. Firms like Eversheds Sutherland take this dirty money and use the legal system to silence the voices of those who would speak out."

CLIMATE

HEDDLU
POLICE

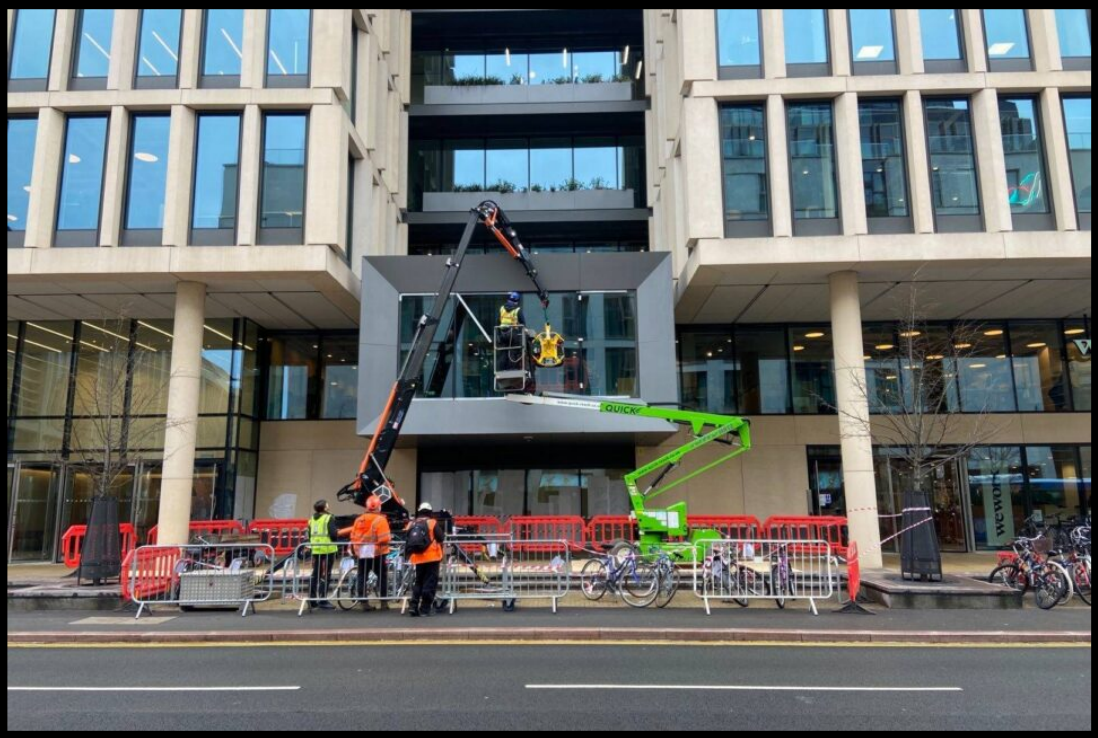

one

EVERSHEDS

THIS IS NOT A DRILL.
Fossil Fuel Companies Must Be Disarmed

17/03/2023: WINDOWS SMASHED AT ECOCIDE OFFICE BUILDING 50 – 60 STATIO ROAD

March 17, 2023



HIT REPORT. *This morning, a group of activists in Cambridge broke the windows and spray painted the office building at 50 – 60 Station Road near the rail station. They sent us this explanation.*

Why did we choose this anonymous-looking building? Because as soon as it was built, it was occupied by several of the worst enablers of fossil fuels and ecocide. So who are we talking?

EVERSHEDS SUTHERLAND – a law firm that has represented Shell, Chevron and BP, among others [1]. They specialise in injunctions against protestors, including recently assisting Esso in suppressing climate activists [2]. They were recently targeted by activists from HS2 Rebellion for their work on HS2 [3].

CENTRICA – The owners of British Gas, Centrica recently reported record profits for 2022 – off the back of the cost of living crisis and the war in Ukraine [4]. They're also known for their fracking lobbying (alongside Cuadrilla) in Lancashire [5].

AMAZON – These guys need no introduction. Their carbon emissions are astronomical and their evil billionaire owner Bezos rakes it in off the backs of people living and working in shockingly bad conditions [6].

CHARLES RIVER ASSOCIATES – A dark horse, this lot are famous for creating biased economic forecasts to help their fossil fuel clients lobby against climate policies [7]. They've also worked on major oil company mergers – like BP/Statoil and Schlumberger/Cameron – and were hired by BP to defend them after their catastrophic Deepwater Horizon oil spill [8].

STANTEC – They boast about their work 'increasing the value of Canadian oil' through the Trans Mountain Expansion Project, which is notorious for the theft of Indigenous land and workers rights abuses [9]. They've also provided 'professional services' (whatever those are) to HS2.

SIMMONS – These guys have worked with BP on the Caspian pipeline, which is notorious for human rights abuses, and especially harm to the Kurdish people [10]. They are also involved in the East African Crude Oil Pipeline, a project that StopEACOP are working around the world to halt [11].

This isn't even every destructive company in the building! This building is a hub of planetary exploitation, and shows clearly how Cambridge's growth agenda is bound up with extractivism. We wish we'd managed to get a pic of the broken windows, but they've covered them – instead, you'll have to make do with this (sent in by a friend) which shows that our action apparently reached new heights (the first floor...)!

[1] https://www.eversheds-sutherland.com/documents/sectors/diversified-industrials/Oil-gas-flyer-V12-pr.pdf

[2] no link because no-one needs to know the details of injunctions xx

[3] https://www.nottinghampost.com/news/nottingham-news/environmental-campaigners-spray-fake-oil-8197554

[4] https://www.bbc.co.uk/news/business-64652142

[5] https://you.38degrees.org.uk/petitions/stop-centrica-investing-in-fracking-1; https://www.dailyrecord.co.uk/news/scottish-news/judge-who-jailed-fracking-three-13397943

[6] https://www.cnbc.com/2021/06/30/amazon-says-carbon-emissions-rose-19percent-in-2020.html; https://www.amazonlaborunion.org/

[7] https://www.tandfonline.com/doi/full/10.1080/09644016.2021.1947636

[8] https://www.crai.com/our-people/alan-overd/; https://www.crai.com/our-people/matthew-bennett/; https://www.crai.com/engagements/non-use-damage-claims/

[9] https://www.stantec.com/uk/projects/d/delivering-hs2-phase-one; https://www.stantec.com/uk/projects/h/high-speed-rail-phase2b; https://www.stantec.com/uk/projects/b/business-case-leeds-city-region-hs2-growth-strategy; https://www.stantec.com/uk/projects/t/trans-mountain-expansion-project-tmep; https://www.wildernesscommittee.org/NoTMX

[10] https://www.simmons-simmons.com/en/expertise/service/energy-natural-resources-and-infrastructure; https://khrp.org/khrp-news/news-archive/2003-news/109-campaigners-warn-uk-government-of-human-rights-threats-over-bps-caspian-oil-project.html

[11] https://www.simmons-simmons.com/en/expertise/service/oil-and-gas; https://www.stopeacop.net/

Categories:

uncategorized

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Just Stop Oil statement on Animal Rising Grand National disruption

Supporters of Just Stop Oil have joined Animal Rising in solidarity outside Aintree Racecourse in Liverpool, ahead of the Grand National later today.

At around 9:30 AM hundreds of supporters of Animal Rising gathered outside the gates of the event. The group are periodically 'swarming' Ormskirk Road to obstruct traffic at the site. Just Stop Oil supporters have joined in solidarity and are staging 'slow marches' in the area. [1]

Just Stop Oil issued the following statement:

"We stand in solidarity with all who risk their liberty by engaging in civil resistance against our broken system. Disruptive action is the only effective mechanism normal people have to enact social change. The junior doctors know it, our rail workers know it, and the nurses know it too.

We recognise that animal exploitation and fishing threatens our collective future, just as much as new oil and gas. Both are directly responsible for global heating, extreme weather events, food insecurity, and the mass loss of wildlife and nature.

Unless we find a way to repair our broken relationship with animals and nature, we cannot fix either the climate or nature emergencies.

It's time to pick a side, either we are on the side of life, supporting civil resistance and protecting our communities; or we are complicit with the criminals at the heart of government, who are knowingly pursuing policies that will kill hundreds of millions of people. Our politicians have been bought by big business and the fossil fuel lobby and we cannot be bystanders while they destroy everything we love." [2]

The time is now. Join us in civil resistance on a slow march around the streets of London from April 24th.

Visit our website to join us in civil resistance at Just Stop Oil. [3]

ENDS

Press contact: 07762 987334

Press email: juststopoilpress@protonmail.com

High quality images & video here:https://juststopoil.org/press-media

Website: https://juststopoil.org/

Facebook: https://www.facebook.com/JustStopOil/

Instagram: https://www.instagram.com/just.stopoil/

Twitter: https://twitter.com/JustStop_Oil

Youtube: https://juststopoil.org/youtube

Notes to Editors

[1] Just Stop Oil is a coalition of groups working together to demand that the government immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK. Just Stop Oil is a member of the A22 Network of civil resistance projects. Climate Emergency Fund is Just Stop Oil's primary funder for recruitment, training, and capacity building.

[2] https://www.desmog.com/2023/03/30/conservatives-received-3-5-million-from-polluters-fossil-fuel-interests-and-climate-deniers-in-2022/

[3] Sign up to join Just Stop Oil supporters on a slow march this Spring: https://juststopoil.org/

Thanks for trying out Immersive Reader. Share your feedback with us.

“New oil and gas will snooker us!” : Just Stop Oil supporters disrupt the World Snooker Championship

Two supporters of Just Stop Oil have disrupted the World Snooker Championship, climbing onto the snooker tables and throwing paint over one. They are demanding that the government stop all new UK fossil fuel projects and are calling on UK sporting institutions to join in civil resistance against the government’s genocidal policies. [1]

At around 7:20pm, two Just Stop Oil supporters stormed onto the snooker tables at the Crucible Theatre in Sheffield, interrupting play. The pair proceeded to cover one of the tables in orange powder paint, before being removed by security and arrested.

One of those taking action, Margaret Reid, 52, a former museum professional from Kendal, said:

“I did not take this action lightly, but I cannot remain a passive spectator while our government knowingly pushes us down a path to destruction. They are giving handouts of £236 million per week of our money, to the most profitable industry on earth, during a cost of living crisis. I can no longer justify watching from the side lines.”

“I am angry and heartbroken that I have found myself in a position where taking this sort of disruptive action is the only way to get heard.”

Another of those taking action Eddie Whittingham, 25, a student at Exeter university said:

“I don’t want to be disrupting something that people enjoy, but we’re facing an extremely grave situation. Europe is experiencing its worst drought in 500 years. We’re seeing mass crop failure right now. We’re facing mass starvation, billions of refugees and civilisational collapse if this continues.”

"We can't continue to sit back and act as if everything's OK. If you want to do something to prevent the greatest crisis we've ever faced, go to juststopoil.org and sign up for a slow march from April 24th in London."

In moments of emergency, we must stand up and be brave, we must stand up for good over evil, life over death, right over wrong. Just Stop Oil is calling on everyone to pick a side. Either you are actively supporting civil resistance, fighting for life, or you are complicit with genocide.

The time is now. Join us and slow march, while you still can. Our indefinite campaign of civil resistance begins on April 24th and will not end until our government ends new oil and gas.

Visit our website to join us in civil resistance at Just Stop Oil. [2]

ENDS

Press contact: 07762 987334

Press email: juststopoilpress@protonmail.com

High quality images & video here**:** https://juststopoil.org/press-media

Website: https://juststopoil.org/

Facebook: https://www.facebook.com/JustStopOil/

Instagram: https://www.instagram.com/just.stopoil/

Twitter: https://twitter.com/JustStop_Oil

Youtube: https://juststopoil.org/youtube

[1] Just Stop Oil is a coalition of groups working together to demand that the government immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK. Just Stop Oil is a member of the A22 Network of civil resistance projects. Climate Emergency Fund is Just Stop Oil's primary funder for recruitment, training, and capacity building.

[2] Sign up to join Just Stop Oil supporters on a slow march this Spring: https://juststopoil.org/

Extinction Rebellion

Climate protesters gather in Parliament Square as fossil fuel deadline passes

Four days of peaceful activism led by Extinction Rebellion fail to elicit pledge from government to ban new oil and gas projects

Sandra Laville

Mon 24 Apr 2023 18.08 BST

After four days of peaceful demonstrations, climate activists gathered in Parliament Square as a deadline for the government to act to end all new fossil fuel projects was reached.

The actions involved a wide range of groups, including Extinction Rebellion, Friends of the Earth and Greenpeace, as well as the Christian climate coalition, with thousands gathering for Earth Day in London on Saturday.

The former archbishop John Sentamu was refused access to the Shell headquarters in London as he tried to deliver a letter to its chief executive, Wael Sawan. Police were present as he tried to hand over his message.

Lord Sentamu said it was the most arrogant experience he had ever had. “Climate change is the greatest insidious and brutal indiscriminate force of our time. The people suffering the most have done the least to cause it,” he said in a message in support of the climate protests taking place over the weekend.

“That is why continuing to search for new sources of fossil fuels, despite explicit warnings against this from the International Energy Agency, is such an offence against humanity.”

The series of actions culminated on Monday with people gathering outside parliament as a deadline for the government to meet the climate demands approached.

XR was demanding that by 5pm ministers agree to stop new fossil fuel projects – including halting the more than 100 new oil exploration licences being offered to companies – the first set of licences offered since 2019-20.

They also want to see the setting up of emergency climate assemblies as part of a citizen-led democracy to put an end to the fossil fuel generation.

After the deadline passed, the XR co-founder Clare Farrell vowed the organisations involved would step up their campaigning.

“The government had a week to respond to our demands and they have failed to do so,” she said. “Next we will reach out to supporter organisations to start creating a plan for stepping up our campaigns across an ecosystem of tactics that includes everyone from first-time protesters to those willing to go to prison.”

An XR spokesperson said more than 200 organisations were involved in the coalition and the support would only grow. “We have to unite to survive like never before as this government pursues increasingly repressive tactics.”

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The naturalist and TV host Chris Packham addressed the crowds over the weekend to make a rallying call for every last person who cares about the planet to join the community of activists.

He spoke just hours after two men who scaled a bridge on Dartford Crossing as part of the Just Stop oil actions were jailed for three years and two years seven months in a sentence condemned by XR as a “slap in the face” to everyone in the UK and globally who was being affected by climate change.

Judge Collery KC, who handed down the sentence, said it was designed to deter copycat actions.

Morgan Trowland, 40, and Marcus Decker, 34, were convicted of public nuisance for scaling the Queen Elizabeth II Bridge, which links the M25 between Essex and Kent across the River Thames, in October.

Ministers had not responded to the XR demands by Monday afternoon, as demonstrators prepared to encircle parliament.

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The Big One's message to the government: 'You had your chance – now we're stepping it up'

April 24, 2023 by Extinction Rebellion

Email: press@extinctionrebellion.uk
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#TheBigOne #UniteToSurvive #ExtinctionRebellion

At 5pm today **(Monday)** a deadline set by the UK's biggest-ever single-location, collaborative climate protest expired. Now more than 200 leading environmental and social justice groups, including Extinction Rebellion, Greenpeace, War on Want, Avaaz and Global Justice Now, will step up their campaigns to force the government to immediately tackle the accelerating climate emergency and social injustice.

Seven days ago, the government was given a choice by 49 groups including Greenpeace and War on Want, representing millions of ordinary people: agree to enter negotiations on our two collective demands for an immediate halt to all new coal, oil and gas exploration and set up emergency citizens assemblies to oversee a fair and people-led transition, centred on reparatory justice – or face the consequences.[1]

As the clock ticked down to zero on the deadline, XR co-founder Clare Farrell said: *"The government had a week to respond to our demands and they have failed to do so. Next we will reach out to supporter organisations to start creating a plan for stepping up our campaigns across an ecosystem of tactics that includes everyone from first-time protesters to those willing to go to prison."*

The announcement comes after more than 60,000 people descended on the streets of Westminster across the weekend for The Big One, a four-day protest which created a safe, non-disruptive and collaborative space for many groups and movements to come together and build a more united approach to forcing government action.

Days of debate and deliberation by tens of thousands of people around three pathways for stepping up were captured by digital polling technology – and the result should send shockwaves through the Establishment.

Almost eight out of ten (79%) protestors opted for Pathway 3, Disobey [2], which includes a wide range of civil disobedience and nonviolent direct action. *"Effectively tens of thousands from different organisations have signalled that they are ready to move into a far more challenging and disruptive posture against a government that is gambling with our lives and futures,"* said Rob Callender, of Extinction Rebellion.

Nine out of ten (91%) of protestors will pursue Pathway 2, Organise Locally, returning to their local communities to mobilise many more people for climate action. "These people will be growing this movement fast over the months ahead creating a critical mass of the population that the government will be simply unable to ignore," said Callender.

Nearly half (47%) of protestors chose Pathway 1, Picket, and so agreed to add their support and physical presence to the wave of union strike actions, from NHS workers and teachers to railway staff and firefighters, that have been challenging the government's ability to govern over the last six months. "This will be a vital form of solidarity that will confront those in power with our understanding that the health, transport and cost of living crises are all strands of the climate emergency," said Callender.

Talks have already started between the groups and movements involved in The Big One about how to create a unified national campaign of stepping up from the powerful sense of community, shared purpose and determination not to be a bystander evident at the event and through on-the-ground polling.

"This time nearly 60,000 of us showed up at Parliament over the four days to demonstrate our growing unity and strength," says Callender, of XR. *"People gained a sense that together we are unstoppable and that we have the power to halt the Business As Usual mindset in its tracks before it destroys all of our futures.*

"Over the next three months, we will be translating the appetite for action amongst people at The Big One into a whole new range of campaigns and action across the country.

"Everything we do will be aimed at building and mobilising the huge climate movement that turned out over the last four days so that we can return to Parliament this year from every corner and community in the country in even greater numbers. And this time we won't leave until our demands to the government are met. We are all ready to do the important work of taking back our power and creating a better future for everyone."

Dominique Palmer of Fridays For Future said: *"Collectively, we can unite, and demand better. We have the power in all of us. As we have seen, we cannot wait for politicians to take action that prioritises people and planet over profit, and so we must demand it. By applying pressure, we can win. And create an equitable future. Together we can engage, educate and empower people to take action, which is what Climate Live does through creative methods, with a focus on COP28 this year. And uniting people is what Fridays for Future do to mobilise people globally."*

Daisy Pearson from Global Justice Now said: *"The last four days have been about broadening our movement, deepening its connections, and developing our understanding of the root causes of the climate crisis – from the big polluters not paying a penny towards the costs of climate disasters, to the international trade treaties which lock in the fossil fuel industry's dominance and power.*

"If the many and varied groups that came together over the course of this weekend continue to build outwards and coordinate inwards, this could be the beginning of a movement truly capable of bringing an end to the fossil fuel era."

Joe Davies from Don't Pay UK said: *"Don't Pay UK are looking forward to the next stages, we will be telling people how they are able to individually leverage their energy provider to pay attention to the already critical climate crisis. We will be showing people how they can claim back the credit owed to them by those providers, as well as moving on to other methods of individual energy disobedience."*

Lauren MacDonald of #StopRosebank said: *"We're building a huge coalition against Rosebank with over 200 organisations and groups already having taken action since September. If the government decides to approve Rosebank, we as a coalition will be ready to fight it with every tool we have."*

Over the four days of The Big One, protesters have been joined by household names such as top film actor Juliet Stevenson, *White Teeth* author Zadie Smith, legendary producer and composer, Brian Eno, human rights advocate, Bianca Jagger, and indie band She Drew The Gun.

Peoples Pickets have picketed every major government ministry in Whitehall, daily Peoples Assemblies have empowered thousands to debate and decide the next stage of the new movement of movement's strategy, and marches in the streets around Parliament have made the demands for action clear to everyone in a position of power.

The media were obsessed that participants at The Big One would disrupt the London Marathon. Unsurprisingly this was revealed as hysteria and hot air as the race went off without incident – despite runners being within metres of tens of thousands of protesters.

London Marathon director Hugh Brasher said on BBC One: "We have been speaking to Extinction Rebellion for months about their protests. Their cause is so important and we want our two parties to work together. We have had conversations with Just Stop Oil too, and again, the cause is important."

Notes to Editors

[1] https://extinctionrebellion.uk/the-big-one/collective-demand/

About Extinction Rebellion

Extinction Rebellion (XR) is a decentralised, international and politically non-partisan movement using non-violent direct action and civil disobedience to persuade governments to act justly on the Climate and Ecological Emergency.

The Big One: Unite To Survive, April 21-24 2023 | Find out about our biggest protest yet and to take part!
Donate to The Big One | Support the Rebellion
What Emergency? | Read about the true scale of the climate crisis
XR UK Local Groups | View a map of all local groups
XR UK website | Find out more about XRUK
XR Global website | Discover what's going on in XR around the globe!

Time has almost entirely run out to address the climate and 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, leading to societal collapse and mass loss of life. The younger generation, racially marginalised communities and the Global South are on the front-line. No-one will escape the devastating impacts.

1. **What are Citizens Assemblies?**

A growing number of groups are calling for the government to follow a carefully developed plan for a space in Parliament for ordinary people to have a say in politics through Citizens' Assemblies. The assemblies offer a form of direct democracy tried and tested in nearly 600 locations around the world leading to policies to genuinely benefit local populations.

[1] https://extinctionrebellion.uk/the-big-one/collective-demand/

[2] https://extinctionrebellion.uk/the-big-one/what-next/

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Just Stop Oil: “We won’t stop until our genocidal government ends new oil and gas”

Supporters of Just Stop Oil are causing disruption across central London this morning by marching slowly on major roads on the first day of an indefinite campaign of civil resistance to demand an end to new UK oil and gas projects. [1]

At 7am, over 160 Just Stop Oil supporters set off from seven different locations in the West End, Westminster and South London. They are marching in solidarity with the UK’s political prisoners including those wrongly imprisoned for resisting the government’s genocidal plans to licence over 100 new oil and gas projects by 2025. Slow marching remains legal despite government attempts to outlaw the tactic. [2]

At 1pm today, hundreds more will set off from parliament square, marching to the Shell building with supporters of Extinction Rebellion and other groups to demand an end to the fossil fuel era.

Last week Morgan Trowland and Marcus Decker received draconian 3 year jail sentences for climbing the QE2 Bridge as part of Just Stop Oil’s campaign of disruption in the capital during October and November 2022. In addition there are currently five Insulate Britain supporters serving jail sentences for public nuisance after vowing to continue in civil resistance. [3]

A Just Stop Oil spokesperson said:

“Asia is baking in extreme heat, threatening the lives of a third of the people on earth, but this government of criminals and bullies does not care. They are actively making it worse, licensing new oil and gas while silencing dissent and jailing those who resist.

"More oil and gas means more heatwaves, more crop failure and more death. It is the greatest criminal act in human history. The government has lost its legitimacy. They are knowingly planning the murder of hundreds of thousands of UK citizens.

"In the face of this obscenity, as an act of service and love, we have chosen to act. Civil resistance is our only hope. This is life or death, survival or collective suicide. It's time to pick a side. We won't stop until our genocidal government ends new oil and gas."

Pia Bastide, 29, from London and a full-time volunteer with Just stop Oil, who is on a march this morning said:

"I feel that civil resistance is my moral duty. I was brought up to know the difference between right and wrong, and what this murderous, corrupted government is doing is plain wrong."

"Putting my freedom on the line is the least I can do to ensure my loved ones and I have a liveable future. We need to stand up to a government that does not have our best interests at heart and that is determined to sell our futures, one new oil licence at a time."

Marcin Wawrzyn, 42, a construction worker from London who is on a march this morning said:

"I work in construction and I am here because the British government is messing with laws of physics. New oil and gas is genocide and they know it! I was 10 years old when I first heard of climate change. That was 30 years ago. I won't be sitting around and waiting for another three decades."

"I'm back to work in two weeks' time and I will get stuck in this traffic myself. And it's worth it. And I would tell these people: This is bigger than World War 2, the Miners' strike, and the Berlin Wall, bigger than the Poll Tax Riots. We need a human tipping point. It's time to pick a side. We can win this. Join Just Stop Oil on a slow march, every Saturday at midday from Parliament Square."

Resisting new oil and gas expansion has never been more urgent or more necessary. The resumption of Just Stop Oil's campaign comes after news that Thailand experienced heat index temperatures of 54C at the weekend prompting warnings from authorities for people to remain indoors to avoid death from heatstroke. The severe heatwave that has swept across much of Asia, causing deaths and school closures in India and record-breaking temperatures in China, has been described as the worst April heatwave in Asia history. It is reported to have affected one in three people on the planet. [4][5][6]

Since the Just Stop Oil campaign began on April 1st 2022, there have been over 2,100 arrests and 138 people have spent time in prison, many without trial. There are currently 2 Just Stop Oil supporters and 5 Insulate Britain supporters serving prison sentences for resisting new oil and gas.

In moments of emergency, we must stand up and be brave, we must stand up for good over evil, life over death, right over wrong. Just Stop all is calling on everyone to pick a side. Either you are actively supporting civil resistance fighting for life or you are complicit with genocide. The time is now. Join us and slow march while you still can. Our indefinite campaign of civil resistance begins today and will not end until our government ends new oil and gas.

Join Just Stop Oil on a slow march from midday every Saturday at Parliament Square until we win.

ENDS

Press contact: 07762 987334

Press email: juststopoilpress@protonmail.com

High quality images & video here:https://juststopoil.org/press-media

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Day 2: “This feels like the responsible thing for a parent to do right now” – Just Stop Oil supporters slow march against new oil, gas & coal

Supporters of Just Stop Oil are back on the streets causing disruption in Westminster, the heart of power, by marching slowly on major roads on the second day of an indefinite campaign of civil resistance, to demand an end to new UK oil and gas projects. [1]

At 7.30am, over 100 Just Stop Oil supporters began marching from five different locations around Central London. This is the second day of action after Just Stop Oil brought disruption to key roads in West End, Westminster and South London yesterday. The marches come after a weekend of action which saw Extinction Rebellion and 200+ other groups out on the streets of Westminster, demanding an end to new fossil fuel projects. [2]

A Just Stop Oil Spokesperson said:

“Let us take the energy we have built from this weekend and channel it into keeping the pressure on this criminally corrupt, genocidal government, day after day, until we all win.”

“We’re calling all those who understand the importance of this moment in history, to step it up. Either we are actively in resistance, on the side of life, or we are complicit with a government that is knowingly enacting policies that threaten the lives of hundreds of millions of people. Head to juststopoil.org and join a slow march from today. See you on the streets.”

One of those marching today, Kate Logan, 38, a solicitor and mum of two, from London said:

"Time is running out. Ordinary people know this, but our government keeps licensing new fossil fuels. They are writing a death sentence for millions. I spent years signing petitions and campaigning for change via the "usual" methods, to no avail, civil resistance is now our only option."

"I want my children – and all children – to grow up safe and fed. Taking nonviolent action towards this aim feels like the responsible thing for parents to do right now. The old system is being propped up by corrupt politicians and billionaire oil executives. They won't change unless disruptive pressure from ordinary people forces them to."

In addition to the slow marches today, 1300 offshore oil and gas workers began a major 48 hour strike yesterday, in what is being described as the 'biggest stoppage in a generation.' [3]

James Skeet, a Just Stop Oil spokesperson, said:

"We extend our solidarity to all workers in the oil and gas industry and indeed all striking workers fighting for fair pay and conditions. Normal people are recognising the only real leverage we have over this genocidal government and the fossil fuel companies that have bought them, is through disruptive action."

"We echo all workers demanding for a fair deal whilst shareholders make record profits. Just Stop Oil is demanding that the big polluters support workers in a fair transition to the clean, sustainable, well paying jobs of the future."

Since the Just Stop Oil campaign began on April 1st 2022, there have been over 2,100 arrests and 138 people have spent time in prison, many without trial. There are currently 2 Just Stop Oil supporters and 5 Insulate Britain supporters serving prison sentences for resisting new oil, gas and coal.

In moments of emergency, we must stand up and be brave, we must stand up for good over evil, life over death, right over wrong. Just Stop Oil is calling on everyone to pick a side. Either you are actively supporting civil resistance, fighting for life, or you are complicit with genocide. The time is now. Join us and slow march while you still can. Our indefinite campaign of civil resistance begins today and will not end until our government ends new oil and gas.

Join Just Stop Oil on a slow march from midday, every Saturday, at Parliament Square until we win.

ENDS

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Youtube: https://juststopoil.org/youtube

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Just Stop Oil supporters pledge to continue in wake of 23 arrests for peacefully marching from Downing Street to Parliament.

In central London, supporters of Just Stop Oil are peacefully marching in defiance of new anti-protest legislation that came into effect yesterday. The supporters state they will immediately halt their campaign when the government makes a meaningful statement to end licensing and consents for any new fossil fuel projects in the UK. [1]

From around 8:00 am, over 30 Just Stop Oil supporters began marching from Queen Victoria Street in the City of London. Just Stop Oil supporters have been slow marching in the capital every day since the 24th April.

Yesterday 23 Just Stop Oil supporters were arrested for peacefully marching from Downing Street to Parliament Square. The police were acting with new powers granted by the Home Office following the commencement of the 'public order' bill yesterday. This is the third piece of legislation in two years designed to silence legitimate dissent. The introduction of this bill has been described as 'alarming' by Amnesty International and 'deeply troubling' by the U.N High Commissioner for Human Rights. [2][3][4]

In addition to this, the home secretary has utilised a highly controversial 'statutory instrument' to grant extra powers to the police, in a bid to ban 'slow walking' demonstrations. In doing so, the home secretary has avoided due democratic process, as these measures were previously rejected from the 'public order' bill by the House of Lords.

A Just Stop Oil spokesperson said:

"Yesterday, 23 good people were arrested for peacefully marching between Downing Street and Parliament, in accordance with their fundamental human rights. Rights that are protected under international law. All legal avenues for dissent have now been banned by this illegitimate, criminal government. "

"In licensing new fossil fuels, they are overseeing the destruction of our homes, livelihoods and food supply. This will lead to the collapse of ordered society. This is treason. Regardless of our divergent political beliefs, it is imperative the citizens of this country wake up to what is happening, and get onto the streets to resist. It is what our children and the next 10,000 generations demand of us. Any less is a betrayal of our loved ones and the hundreds of millions currently experiencing climate collapse around the world."

One of those arrested yesterday Sam Johnson, 40, a construction worker from Norwich, spoke while in handcuffs:

"I've been arrested outside the Houses of Parliament. We have, under British law, the right of necessity to protect ourselves and the ones we love. We are here today on behalf of our sons, daughters, nieces and nephews. We have been detained and arrested, purely for peacefully demonstrating. We are simply demanding the British Government halt all new fossil fuel licences. This is the most basic, reasonable demand, upheld by the entirety of the world's experts."

"We are seeing extreme record heat waves rip across Europe and Asia right now, killing thousands and destroying crops. The UK government has gone rogue, they have been bought by the fossil fuel lobby, to the tune of £3.5 million in legalised bribes during 2022. People have to come onto the street, otherwise we are looking at mass death and societal collapse. This is happening right now. Sign up for a march at juststopoil.org"

It was recently reported that the Conservatives received £3.5 million from polluters, fossil fuel interests and climate deniers during 2022. [5]

Since the Just Stop Oil campaign began on April 1st 2022, there have been over 2,100 arrests and 138 people have spent time in prison, many without trial. There are currently two Just Stop Oil supporters and four Insulate Britain supporters serving prison sentences for resisting new oil, gas and coal.

We stand with these political prisoners, with the 1,800 victims of our broken criminal justice system, imprisoned for over a year without trial, and with the 1,700 murdered across the global south, for protecting all our lives. This is the moment for us to come together and resist the destruction of everything we care about, something that is being imposed on us by a few, who only seek to enrich themselves. [6][7]

In moments of emergency, we must stand up and be brave, we must stand up for good over evil, life over death, right over wrong. Just Stop Oil is calling on everyone to pick a side. We need everyone to get off the sidelines and join in civil resistance against new oil and gas.

The time is now. Join us and slow march while you still can. Our indefinite campaign of civil resistance is underway and will not end until our government ends new oil, gas and coal.

Join Just Stop Oil on a slow march from 7am every weekday and midday every Saturday, at Parliament Square until we win. [8]

ENDS

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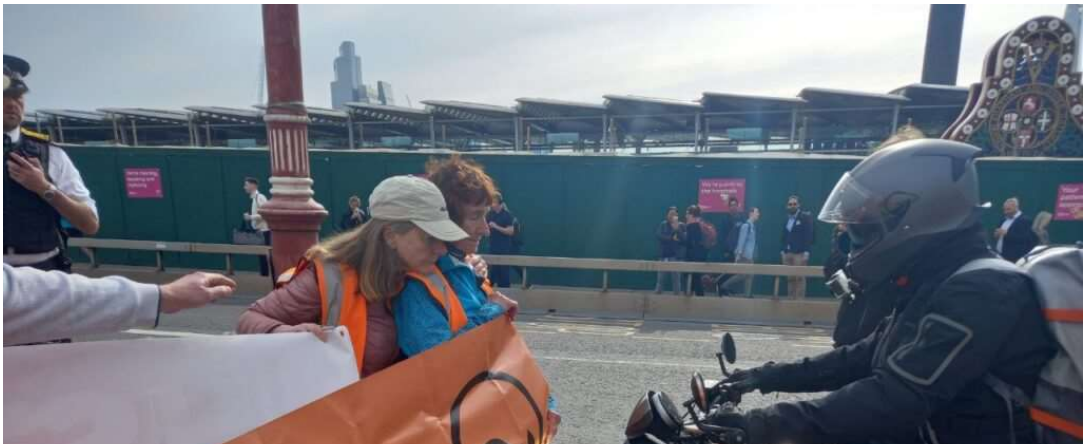
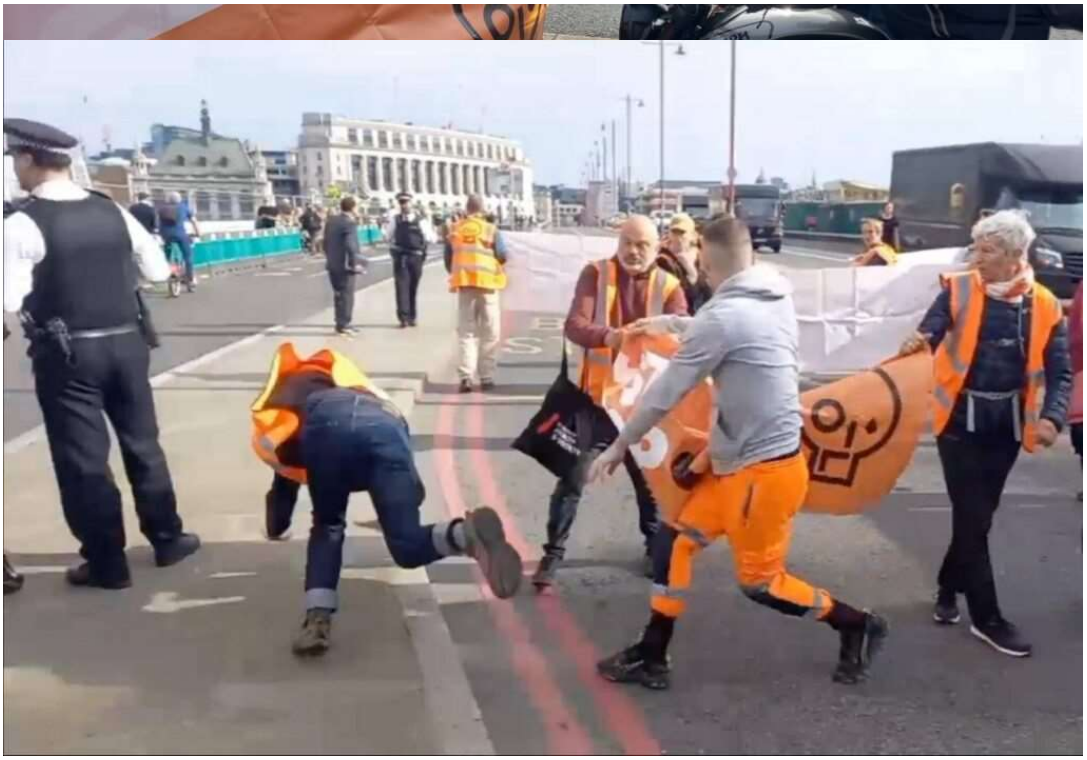
Just Stop Oil slow marches cause major disruption on three of London's bridges

Just Stop Oil supporters are continuing their fifth week marching in central London every day, to demand an end to all new oil, gas and coal projects in the UK. [1]

At 8am, 45 supporters in three groups started marching on three major routes taking them over Blackfriars Bridge, London Bridge and Tower Bridge. Tensions have been high this morning as the marches cause major delays for commuters. One man threw a supporter onto the ground and was subsequently arrested on Blackfriars bridge. A motorcyclist attempted to drive through the same procession, before police intervened. Elsewhere, there were a number of altercations as members of the public snatched banners and confronted Just Stop Oil supporters. Police issued Public Order Act (Section 12) notices on all three teams by 8:55am forcing them off the road. Three further marches are expected later this morning.





Just Stop Oil supporters have been marching every day since the 24th of April.

One of those taking action this morning, Barry Farrent, 66, a former football coach and referee from County Durham, who was involved with last year's UEFA women's football tournament, said:

"Society needs to wake up to the ongoing destruction of our home. These criminal politicians have us on the highway to climate hell with their foot on the accelerator. The UK has a proud history of civil resistance and bringing about world-wide change."

"Disruptive civil resistance brought us the vote, livable working conditions, helped bring an end to slavery, helped secure rights for LGBTQ+ people and helped improve public transport for disabled people in the 90's. The wish-bone will never replace the back-bone. Positive social change never came through asking nicely. We act now, not for ourselves, but for everyone suffering now from climate chaos and for future generations."

Another of those taking action this morning Julia Mercer, 72, a grandmother, from Todmorden, said:

"I see the life-sustaining systems of our home disintegrating and I cannot bear it any more. I see hundreds of thousands displaced by flooding in the UK, Italy and Somalia, right now. I see apocalyptic wildfires roaring in Canada. People are dropping dead in India due to a combination of the heat and humidity."

"We have a political elite in the UK entirely corrupted by money, licensing 100 new fossil fuel projects, against all advice, whilst we get constant lies from the billionaire-owned press. So I continue to take action with Just Stop Oil, because what else is there? How else am I to shout loud enough over the deadly drone of business-as-usual?"

Yesterday, another heat-wave warning was issued in Delhi, India. The City is currently experiencing temperatures of 46 degrees celsius coupled with high humidity. Exposure can be deadly, as the combination of high heat and humidity means sweat can't evaporate to cool body temperatures. The extreme weather is not only having a detrimental effect on crops, but also on the agricultural labourers that make up the backbone of the Indian economy, as the sector employs more than 50% of the country's total workforce. [2][3]

Since the Just Stop Oil campaign launched on 14th February 2022, there have been over 2,100 arrests and 138 people have spent time in prison, many without trial. There are currently two Just Stop Oil supporters serving three year prison sentences for resisting new oil, gas and coal.

We stand with these political prisoners, with the 1,800 victims of the UK's broken criminal justice system, imprisoned for over a year without trial, and with the 1,700 murdered across the global south, for protecting all our lives. Normal people must come together to resist this criminal government and hold them to account for their genocidal policies. [3][4]

Just Stop Oil is calling on everyone to get off the sidelines and join in civil resistance against new oil, gas and coal.

The time is now. Join us and slow march while you still can. Our indefinite campaign of civil resistance is underway and will not end until our government makes a meaningful statement halting new fossil fuel projects in the UK.

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[2]https://www.cbc.ca/news/world/india-heat-waves-extreme-labourers-1.6850498

[3] https://www.indiatimes.com/news/india/heat-wave-warning-in-delhi-603357.html?utm_source=twitter&utm_campaign=RSS_Feed&utm_medium=Referral

[4] Fair Trials reports that the number of people being held in prison without trial in England and Wales is at its highest for over 50 years, with 1,800 people in prison without trial for at least a year. https://www.fairtrials.org/articles/news/highest-number-of-people-on-remand-in-england-and-wales-for-over-50-years/

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Just Stop Oil supporters throw orange paint over Chelsea Flower Show garden

Three supporters of Just Stop Oil have thrown orange paint over the The RBC Brewin Dolphin Garden at Chelsea Flower Show, as actions in the capital continue in their fifth week. They are demanding that the UK government halts all new oil, gas and coal projects. [1]

At around 9:00am, the three women stepped over the rope barrier, walked into the middle of the show garden designed by Paul Hervey-Brookes, and threw the contents of several packets of orange powder paint across the flowers and hard landscaping. One of them said *"What use is a garden if you can't eat?"* Cries of dismay could be heard from the public, though this later changed to applause and cries of "*well done*". [2]

Today's action comes after five weeks of continued civil resistance by supporters of Just Stop Oil slowly marching around London's streets. The disruption is in response to the government's plans to licence over 100 new oil and gas projects by 2025. [3][4]

Naomi Goddard, 58, a retired landscape architect from Hebden Bridge said:

"What use is a garden when you can't grow food? I live in a small town that has flooded five times in the last eight years. Dirty sewage filled flood water, pouring into people's homes, classrooms and offices and destroying carefully tended gardens. Then the heat came, the parched eroded moorland was burning, a stray spark from a barbeque causing huge fires."

"We all know that we can't carry on like this. We can't tend the garden and ignore the world on fire. New oil and gas will destroy everything we love.

"I know that by carrying out this action, I risk losing my job, my livelihood and my reputation but it is what I have to do right now. We all need to do everything in our power to stop this madness continuing. There is a better, cleaner, safer future but only if we fight for it."

Stephanie Golder, 35, a charity project coordinator from Southend said:

"As a passionate gardener and food grower I am petrified of a future without pollinators and therefore without food. Farmers in the U.K. are already having to adapt to extreme weather and one fifth of the food we eat in this country is grown in countries at the highest risk of climate chaos. It would be lovely to be here enjoying these beautiful displays but climate friendly gardening won't save us from catastrophe.

"Today I disrupted the Chelsea Flower Show to ask the visitors, exhibitors and the RHS to pick a side; to stand for good over evil, life over death, right over wrong; to stand with the young and the billions of people in the global south whose lives are being cut short by climate collapse. If you love gardens or growing food, you must join in civil resistance against new oil and gas."

Rosa Hicks, 28, a disability support worker from London said

"Nothing in the garden is rosy. As of last week, scientists are predicting that we will pass the supposed safe limit of 1.5 degrees of global heating by 2027. We're heading for 2.7C and billions of people being forced from their homes by extreme heat. The thought of food shortages, war and death terrifies me, but it's our current trajectory.

"I have completely lost faith in our government to help solve this crisis – they are pouring fuel on the fire with 100 new oil and gas licences. Civil resistance is our best hope to secure a future for young people. You can't appreciate nature and flowers and not fight new oil and gas. It's time to pick a side."

This is not a one day event, this is an act of resistance against a criminal government and their genocidal death project. Our indefinite campaign of civil resistance is underway and will not end until our government makes a meaningful statement halting new fossil fuel projects in the UK.

We will not be intimidated by changes to the law, we will not be stopped by private injunctions sought to silence peaceful people. Our supporters understand that these are irrelevant when set against mass starvation, slaughter, the loss of our rights, freedoms and communities.

We stand with our supporters in prison, with the 1700 murdered across the globe, for protecting our futures. We will not die silently, it will be ordinary people, like you, your friends, colleagues and neighbours who do what our government cannot. It will take all of us.

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[2] https://www.rhs.org.uk/shows-events/rhs-chelsea-flower-show/Gardens/2023/rbc-brewin-dolphin-garden

[3] Grant Shapps presents embedded carbon red herrings to energy professionals asking the audience to focus on the 4% of UK emissions from production of oil and gas rather than the 76% of UK emissions which comes from burning the product. https://www.energymonitor.ai/sectors/industry/grant-shapps-assures-the-uks-oil-and-gas-industry-it-has-his-full-support-to-continue-drilling/

[4] The government's failure to take into account the climate impact of using oil and gas in its licensing decisions has been challenged in the courts and will now be subject to judicial review. https://www.greenpeace.org.uk/news/oil-licensing-legal-challenge-granted-permission/

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“We’ve got to tackle this now!” – Just Stop Oil disrupt rugby final

Two Just Stop Oil supporters have disrupted the Gallagher Premiership Rugby final. They are demanding a halt to any new licences for oil, gas and coal projects in the UK. [1]

At around 3:25pm two Just Stop Oil supporters stormed the pitch in a cloud of orange powder paint at Twickenham, where the Saracens are facing off against the Sale Sharks.

One of the men taking action this afternoon is Dr Patrick Hart, 37, a GP from Bristol, who said:

“I am doing this because it’s my duty as a doctor. The climate crisis is the greatest health crisis humanity has ever faced. People are dying now and more will die every day unless we stop new oil, gas and coal.”

“In the same way the tobacco companies lied to us that tobacco was safe, the scrum of fossil fuel companies and corrupt politicians have been lying to us. They are keeping us addicted to fossil fuels, even though they know it’s killing us. I am not prepared to let them get away with mass murder. We are ordinary people. We are the doctors and nurses who care for you when you are sick. I call on everyone to come and join us in the streets and be on the right side of history.”

Another of those taking action this afternoon, Sam Johnson, 40, a construction worker from Essex, said:

"I took action today simply because we have run out of time. We've got to tackle this now. We have known for longer than I've been alive what would happen if we kept burning fossils fuels and now we are seeing this catastrophe unfold in real time. The whole world knows that licensing new fossil fuel projects in 2023 will cause the deaths of millions of people."

"We are at the greatest crossroads humanity has ever faced and unless we act now we will lose everything we have ever cared about. I have a Nephew who is 7 years old, who I love to bits, and as long as I have breath in my lungs I will fight to protect his future."

Todays action occurs against a back-drop of more extreme weather events, as increasingly greater carbon concentrations in the atmosphere push us closer to irreversible tipping points, threatening to spin the balance of humanities' life supports systems out of control.

Record temperatures have been recorded today in Chad, hitting 48C. In Pakistan, a searing heatwave is destroying lives, with the temperature hitting 48.5C in places. [2][3]

In New Zealand, Auckland has had 91% of its annual average rainfall in just five months, whilst in Tunisia, an ongoing drought is seeing crops fail, resulting in bread rationing and long queues at bakeries. [4][5]

Meanwhile, in Afghanistan at least 13 people have been killed and dozens injured in torrential rains and flash floods that have struck a dozen provinces. [6]

Since the Just Stop Oil campaign launched on 14th February 2022, there have been over 2,100 arrests and 138 people have spent time in prison, many without trial. There are currently two Just Stop Oil supporters serving three year prison sentences for resisting new oil, gas and coal.

We stand with these political prisoners, with the 1,800 victims of the UK's broken criminal justice system, imprisoned for over a year without trial, and with the 1,700 murdered across the global south, for protecting all our lives. Normal people must come together to resist this criminal government and hold them to account for their genocidal policies. [7][8]

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[3] https://twitter.com/extremetemps/status/1661723289306411009
[4] https://www.stuff.co.nz/national/132154883/auckland-has-had-91-of-its-annual-rainfall–and-its-not-even-june
[5]https://www.reuters.com/world/africa/drought-withers-tunisian-fields-state-feels-financial-pinch-2023-05-25/
[6] https://www.rferl.org/a/afghanistan-flooding-humanitarian-aid/32429245.html
[7] Fair Trials reports that the number of people being held in prison without trial in England and Wales is at its highest for over 50 years, with 1,800 people in prison without trial for at least a year. https://www.fairtrials.org/articles/news/highest-number-of-people-on-remand-in-england-and-wales-for-over-50-years/
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Just Stop Oil supporters cause traffic chaos slow marching on Cromwell road

Just Stop Oil supporters are continuing into their sixth week of marching every day in central London. The supporters are demanding that the British Government halt all licences and consents for new oil, gas and coal projects. [1]

At 8:00am, around 66 Just Stop Oil supporters in three groups began marching on roads close to West Kensington station, including Cromwell Road, a major arterial route into London. Traffic was held up as long queues formed. Police were seen dragging supporters off the road at around 8:30am. One of the marches, near West Kensington station was composed of eight christians from Christian Climate Action, carrying placards saying “For God’s Sake, Just Stop Oil” and “Praying for a Future for Our Children”. Further marches are expected later this morning.

Just Stop Oil has been marching every day since April 24th.

One of those taking action this morning, Rev'd Hilary Bond, 58, a Church of England priest from Wareham, said:

"As a Christian, I believe that care of all of creation is an integral part of the expression of my faith. I believe in a God who throughout history has put great emphasis on the desire for justice for all, and that includes climate justice. We can be part of bringing about climate justice by stopping new oil and gas exploration now."

"Many of the poorer parts of the world are already enduring great suffering because of the effects of climate breakdown. I cannot with integrity stand by and watch this happen. We know what our continued use of fossil fuels is doing to our home and we also know that there are other, more sustainable energy options. It is time for this government to stop putting their desire for money above our desire for justice. They must stop issuing new oil, gas and coal licences now."

Stephanie Phoenix Smith, 35, a therapeutic care worker from Stroud, Gloucestershire, said

"Silence is compliance and I do not comply with this government's criminality. I can't watch everything that I love burn without saying that I tried to make a difference. It's getting hotter, the climate is changing and we are running out of time."

"We must act now or we risk losing everything. I don't want to be causing disruption, it's not a fun experience, but it's my duty as a citizen to bring attention to this unacceptable situation and to fight for a safe future for all."

Another of those taking action this morning Matthew Stone, 26, PHD student and music teacher, from Exeter, said:

"Like anyone else, I need food to eat, safe housing to live in, healthcare when I'm sick, public infrastructure to get around, security against poverty and violence and a flourishing environment in which to pursue my hopes and dreams."

"New oil, gas and coal, as the United Nations recently made starkly clear, puts all that at dire risk. The UK government is selling all of our futures for profit with these new licences. It is our duty to oppose this madness."

The marches this morning come as further extreme heat is recorded over Asia. China has been experiencing an extreme heatwave, with 130 stations across ten provinces recording their highest May temperatures, with areas hitting 43C. Shanghai recorded its hottest day in May in 100 years hitting 36.7C. Record May temperatures were also recorded in Japan and Thailand with temperatures of 37C also recorded in Russia. [2][3][4][5][6]

In Israel 176 fires swept across the country as a heatwave combined with strong winds swept the country, whilst in Gaza crop failure due to extreme weather has reduced wheat yields down by 1000 tons versus last year. [7]

On Sunday, the Peruvian government proclaimed a state of emergency in the country, for a period of 60 days across 131 districts in response to the potential arrival of the El Niño phenomenon, which it is deeming an "imminent danger". Whilst in Canada, out of control wildfires in Nova Scotia have forced 16,000 Canadians from their homes. [8][9]

Since the Just Stop Oil campaign launched on 14th February 2022, there have been 2,200 arrests and 138 people have spent time in prison, many without trial. There are currently two Just Stop Oil supporters serving three year prison sentences for resisting new oil, gas and coal.

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[2] https://www.aljazeera.com/news/2023/5/29/shanghai-records-hottest-day-in-may-in-100-years

[3] https://twitter.com/extremetemps/status/1663150943091806214

[4] https://twitter.com/extremetemps/status/1663332406709952512

[5] https://twitter.com/extremetemps/status/1662407787593322496

[6] https://twitter.com/extremetemps/status/1663220293282791426

[7]https://www.reuters.com/markets/commodities/disappointing-weather-takes-its-toll-gaza-wheat-crop-2023-05-29/

[8] https://www.telesurenglish.net/news/Peru-State-of-Emergency-in-131-Districts-El-Nino-Phenomenon-20230529-0002.html

[9] https://edition.cnn.com/2023/05/29/weather/nova-scotia-halifax-forest-wildfire/index.html

[10] Fair Trials reports that the number of people being held in prison without trial in England and Wales is at its highest for over 50 years, with 1,800 people in prison without trial for at least a year. https://www.fairtrials.org/articles/news/highest-number-of-people-on-remand-in-england-and-wales-for-over-50-years/

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Just Stop Oil disrupts four London bridges

Just Stop Oil supporters are into their sixth week of marching every day in central London. The supporters are demanding that the British Government halt all licences and consents for new oil, gas and coal projects. [1]

At 4:15pm, 68 Just Stop Oil supporters in four groups began marching on Waterloo, Blackfriars, London Bridge and Tower Bridges slowing traffic to a crawl. Police arrived and Section 12 notices were issued on all marches by 17:25. No arrests have been made.

Just Stop Oil has been marching every day since April 24th.

One of those taking action this afternoon, Adam Beard, 54, a gardner from Stroud, said:

"I've been supporting Just Stop Oil as the government is not following the clear advice of the climate scientists, the UN or the International Energy Agency, who all agree that to have any hope of avoiding the worst effects of the climate crisis we need to stop developing new oil and gas extraction projects. Their insistence on extracting every last drop of oil and puff of gas is putting countless lives at risk around the world and threatening everything we hold dear here in the UK."

"We're already feeling the impacts here in Europe, with record temperatures, droughts and floods – what will it take for our government to take its responsibility of protecting us citizens from harm? Causing disruption is painful, but I am doing this to do what I can to protect the future of my children, all young people living today and future generations that will face a hellish world unless we make change now."

Another of those taking action this afternoon Emma de Saram, 22, who is president of her student union, from Exeter, said:

"It is no longer a matter of 'if' Just Stop Oil will win, but 'when'. There is a broad political consensus emerging. Every major UK political party apart from the tories agrees we must have no new oil, gas or coal licences. The Scottish and Welsh parliament agree."

"This is an acknowledgment of the fact that the broad majority of the British population agrees with Just Stop Oil's demand. Many might take issue with disruptive tactics, but the fact is, the social science is as conclusive as the climate science. As uncomfortable as it may be, disruption is how change happens. We need only look at history to see this in action time after time."

Since the Just Stop Oil campaign launched on 14th February 2022, there have been 2,200 arrests and 138 people have spent time in prison, many without trial. There are currently two Just Stop Oil supporters serving three year prison sentences for resisting new oil, gas and coal.

We stand with these political prisoners, with the 1,800 victims of the UK's broken criminal justice system, imprisoned for over a year without trial, and with the 1,700 murdered across the global south, for protecting all our lives. Normal people must come together to resist this criminal government and hold them to account for their genocidal policies. [2][3]

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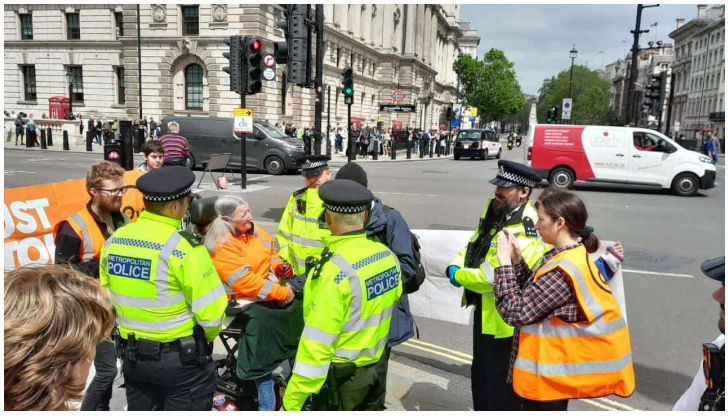
Arrests in Parliament Square as Dale Vince promises to match-fund Just Stop Oil

Ten Just Stop Oil supporters were arrested in Parliament Square today after refusing to leave the road in line with Police orders. They were slow marching with around 56 others to demand an end to new oil and gas. Meanwhile, Ecotricity founder Dale Vince has pledged to double any donations made to Just Stop Oil in the next 48 hours.

After causing chaos on the A4 and surrounding roads in West London this morning, 66 Just Stop Oil supporters gathered in Parliament Square from 10:45am to march in the road. Police issued a Public Order Act (S.12) notice by 11:20am and began to clear the road. Ten supporters resisted and were subsequently arrested. They included supporters from Christian Climate Action and a wheelchair user.

One of those arrested today, Ari Rox, is a grandmother and retired cook & knotter from Exeter, who once made a beard for Mick Jagger. Ari has post-polio syndrome and has been wheelchair dependent for 15 years, she said:

"I've come to London to join the Just Stop Oil march for my children and grandchildren. They are the ones who are going to have to face the mess that is being imposed on us in Britain, by our illegitimate government. We're not asking that all oil is immediately stopped. We are simply asking the government to stop issuing new licences for oil, gas and coal. We have enough to make the transition to renewables, which are nine times cheaper. We have the technology to make this happen, it is the lack of political will that is the problem."



Meanwhile, Dale Vince, founder of Ecotricity, has pledged to match-fund any donations made to Just Stop Oil in the next 48 hours.

He said:

"I was on the front page of Monday's Daily Mail and on Radio Four this morning for supporting Just Stop Oil, like that's a crime or something. Along with thousands of others, I am proud to donate vital funds to the cause. Right-wing tabloids can say what they like, I won't be intimidated. Nothing is more important than stopping new oil and gas in 2023."

"I'm inviting you to join me in supporting the brave people who are currently slow marching, causing disruption and risking their freedom to save us from the climate crisis. ***If you give a donation in the next 48 hours I will match it, pound for pound****. There is no better time to make a financial contribution."*

If you would like to donate to Just Stop Oil and have your contribution doubled by Dale Vince, please donate here: https://chuffed.org/project/juststopoil

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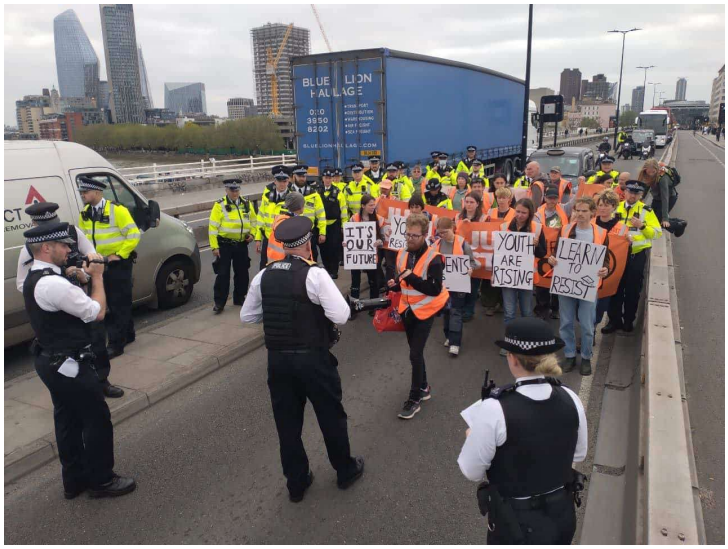
Just Stop Oil supporters disrupt England cricket team

Just Stop Oil supporters are out marching again in central London. They are demanding that the British Government halt all licences and consents for new oil, gas and coal projects. [1]

At 8:00am, around 50 Just Stop Oil supporters, in five groups, began marching on roads around Hyde Park and Battersea Park. At around 8:37 a mini march of four people walking on Kensington Gore was seen delaying the England Cricket Team, who were travelling by coach. Police arrived on scene within minutes and placed a Public Order Act (Section 12) notice on the march, ending it by 8:43. All teams were off the road by 10am. Further marches are currently underway and three have now been arrested on Waterloo Bridge. Just Stop Oil has been marching six days a week since April 24th.

A Just Stop Oil spokesperson said:

No-one is safe from climate collapse, it will destroy everything we care about. All we will have left is ashes. Oil and gas has had a good innings, but it's time to declare – Just Stop Oil.



One of those arrested on Waterloo bridge this morning, Phil Green, 22, a BA student from Cornwall, said:

"In my lifetime, the UK Government has never stood up for the people- not once. As a young person, I have no faith in those in power to make the change we need to keep us safe. We need big changes and that now has to come from us, the people. Throughout history, we have seen disruptive dissent, like this, make big changes in society. I don't want to be causing this disruption but I have to do something when the Government isn't doing its job."

"I don't want to live in a world where floods, wildfires, and crop failures are a common occurrence. We're not asking for much, just a world where we can feed our families and thrive in our communities. Stopping new fossil fuel licences is an absolute no-brainer to ensure energy security, lower bills and cut emissions. I want to call on young people everywhere to step up and join a march, every Saturday at midday in Parliament Square."

Another of those taking action this morning Alice Tulissio, 21, a student from Falmouth, said:

"I am marching with Just Stop Oil today because I want a future. We are heading towards climate catastrophe and the UK government is knowingly speeding this up by licensing over 100 new oil, gas and coal projects. This will ultimately be a death sentence to us all."

"I understand it's frustrating to those on the road who are disrupted by marches, but it has gotten to the point where this is the only way the government will listen to us. Writing letters and non-disruptive protests do not work and we do not have time to sit around and do nothing. Throughout history we have seen that disruptive protest is how change is won."

"It is heartbreaking and terrifying that millions of people around the world are already experiencing the grave effects of the climate crisis and the people in charge are still not acting appropriately. This is why ordinary people like me, and you, have to act now to save ourselves and the future generations to come."

A report published last week by the European Central Bank has found that higher than average temperatures are accelerating inflation in dozens of countries around the world, and the trend is expected to continue as the world heats up. They found rising temperatures are driving up the cost of food and other goods and services resulting in an uptick in prices that ripples across the global economy. While it's a worldwide phenomenon, the largest impacts likely will be felt in the Global South, specifically Africa and South America, the researchers said. [2]

Since the Just Stop Oil campaign launched on 14th February 2022, there have been 2,200 arrests and 138 people have spent time in prison, many without trial. There are currently two Just Stop Oil supporters serving three year prison sentences for resisting new oil, gas and coal.

We stand with these political prisoners, with the 1,800 victims of the UK's broken criminal justice system, imprisoned for over a year without trial, and with the 1,700 murdered across the global south, for protecting all our lives. Ordinary people must come together to resist this criminal government and hold them to account for their genocidal policies. [10][11]

Just Stop Oil is calling on everyone to get off the sidelines and join in civil resistance against new oil, gas and coal.

The time is now. Join us and slow march while you still can. Our indefinite campaign of civil resistance is underway and will not end until our government makes a meaningful statement halting new fossil fuel projects in the UK.

Join Just Stop Oil on a slow march at midday every Saturday, at Parliament Square until we win.

ENDS

Press contact: 07762 987334

Press email: juststopoilpress@protonmail.com

High quality images & video here:https://juststopoil.org/press-media

Website: https://juststopoil.org/

Facebook: https://www.facebook.com/JustStopOil/

Instagram: https://www.instagram.com/just.stopoil/

Twitter: https://twitter.com/JustStop_Oil

Youtube: https://juststopoil.org/youtube

Notes to Editors

[1] Just Stop Oil is a coalition of groups working together to demand that the government immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK. Just Stop Oil is a member of the A22 Network of civil resistance projects. Climate

Emergency Fund is Just Stop Oil's primary funder for recruitment, training, and capacity building.

Just Stop Oil 'Blue Lights' policy: our policy is, and has always been, to move out of the way for emergency vehicles with siren sounding and 'blue lights' on.

[2] https://www.scientificamerican.com/article/climate-change-is-exacerbating-inflation-worldwide/

[3] Fair Trials reports that the number of people being held in prison without trial in England and Wales is at its highest for over 50 years, with 1,800 people in prison without trial for at least a year. https://www.fairtrials.org/articles/news/highest-number-of-people-on-remand-in-england-and-wales-for-over-50-years/

[4] A recent report from Global Witness says that more than 1,700 people have died while trying to prevent mining, oil drilling or logging on their lands. https://www.globalwitness.org/en/press-releases/deadly-decade-land-and-environmental-activists-killing-every-two-days/

Allybokus, Nawaaz

From: PBHPXR <PBHPXR@protonmail.com>
Sent: 27 March 2023 13:14
To: Allybokus, Nawaaz
Subject: Fw: CLAIM NUMBER- QB-2022-001098 - ESSO AND ANOTHER VS PERSONS UNKNOWN

Good afternoon,

I hope this email finds you well,

Please see urgent email below. Apologies, I have just been advised to email you also.

Many thanks,

Paul Barnes.

Sent with Proton Mail secure email.

------- Forwarded Message -------
From: PBHPXR <PBHPXR@protonmail.com>
Date: On Monday, March 27th, 2023 at 12:59
Subject: CLAIM NUMBER- QB-2022-001098 - ESSO AND ANOTHER VS PERSONS UNKNOWN
To: stuartwortley@eversheds-sutherland.com <stuartwortley@eversheds-sutherland.com>
CC: gbjudgeslistingoffice@justice.gov.uk <gbjudgeslistingoffice@justice.gov.uk>, exxonmobil.service@eversheds-sutherland.com <exxonmobil.service@eversheds-sutherland.com>

CLAIM NUMBER- QB-2022-001098 - ESSO AND ANOTHER VS PERSONS UNKNOWN

Good afternoon,

I am emailing with upmost urgency as I am aware this needs to be heard by 2pm today.

My name is **Paul Barnes** and I am contacting you regarding having my name removed from this injunction as I do not believe it is in the publics best interest as I do not intend to return to the Esso site in BIRMINGHAM.

I also only received the paperwork on Friday the 24th of March, which has not given me any time to obtain legal advise.

Solicitors Ref: ALLYBOM/066758-010081

Thank you, Paul Barnes.

Sent with Proton Mail secure email.

Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 28 March 2023 11:53
To: PBHPXR@protonmail.com
Cc: stuartwortley@eversheds-sutherland.com
Subject: CLAIM NUMBER- QB-2022-001098 - ESSO AND ANOTHER VS PERSONS UNKNOWN [ES-CLOUD_UK.FID8053152]

Importance: High

Paul,

I am a colleague of Stuart Wortley.

So that I may take instructions from my client, please can you confirm that you do not intend to breach the injunction in relation to all Sites covered by the injunction.

Your email on 27.03.23 refers to Birmingham only, which is not sufficient for my client to agree for you to be removed from the injunction.

I look forward to hearing from you as a matter of urgency, as we need to file a draft Order shortly.

Kind regards,
Nawaaz

Nawaaz Allybokus | Associate | Real Estate Dispute Resolution | Eversheds Sutherland (International) LLP

M: +44 7920 590 944
www.eversheds-sutherland.com

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---

From: Wortley, Stuart
Sent: 27 March 2023 22:11
To: 'PBHPXR' <PBHPXR@protonmail.com>
Subject: RE: CLAIM NUMBER- QB-2022-001098 - ESSO AND ANOTHER VS PERSONS UNKNOWN

Paul

Thank you for your email message.

Please note that at today's hearing you were not joined as a named Defendant to the proceedings.

Regards

Stuart

Stuart Wortley | Partner – Real Estate Dispute Resolution | Eversheds Sutherland

M: + 44 771 288 1393

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DX 154280 Cheapside 8

eversheds-sutherland.com

Paul Barnes
41 Hillside View
New Mills
High Peak
SK22 3DF

Date:	3 April 2023
Your Ref:	
Our Ref:	ALLYBOM\066758-010081
Direct:	+44 7920 590944
Email:	NawaazAllybokus@eversheds-sutherland.com

By First Class Post

Dear Sir,

ESSO AND ANOTHER v PERSONS UNKNOWN
Claim Number QB-2022-001098

A trial took place before Mrs Justice Collins Rice sitting in the High Court on 27 March 2023, following which an order was made to effect the continuation of the Order dated 27 April 2022 made by His Honour Judge Bennathan, until trial or further order.

You were added as a Defendant to the claim as a consequence of your involvement in the protests at the Claimants' Birmingham Terminal.

Accordingly, we enclose herewith upon you by way of service:-

1. Order dated 27 March 2023 (sealed 30 March 2023);
2. Re-Re-Amended Claim Form; and
3. Re-Re-Amended Particulars of Claim.

Copies of the documents listed above numbered 1-3 may be viewed at the following website:-

https://www.exxonmobil.co.uk/company/overview/uk-operations

We repeat our recommendation that you seek independent legal advice.

Yours faithfully

Eversheds Sutherland

Eversheds Sutherland (International) LLP

Eversheds Sutherland (International) LLP is a limited liability partnership, registered in England and Wales (number OC304065), registered office One Wood Street, London EC2V 7WS. Authorised and regulated by the Solicitors Regulation Authority (SRA number 383181). A list of the members' names and their professional qualifications is available for inspection at the above office.

Eversheds Sutherland (International) LLP is part of a global legal practice, operating through various separate and distinct legal entities under Eversheds Sutherland. For a full description of the structure and a list of offices, please visit www.eversheds-sutherland.com.

Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 21 May 2023 09:53
To: 'PBHPXR@protonmail.com'
Cc: stuartwortley@eversheds-sutherland.com
Subject: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]
Attachments: Notice of Trial date 10.07.23(213816763.1).pdf

Dear Sir

Further to our letter to you dated 3 April 2023 the trial has now been listed to be heard on either Monday 10 or Tuesday 11 July 2023, with a time estimate of 1 day (see attached notice of trial).

As we said in our letter dated 3 April, you were added as a Defendant to the claim as a consequence of your involvement in the protests at the Birmingham Terminal. In Nawaaz Allybokus' email dated 28 March 2023 @ 11:53, we invited you to agree not to enter any of the Sites which are the subject of these proceedings. Whilst you had previously sent an email agreeing not to enter the Birmingham Terminal, our client would require an undertaking not to enter any of the Sites.

If you are willing to give such an undertaking, we will invite the Court to remove you from the scope of the injunction.

If you are unwilling to give such an undertaking, please note that the date / time, court room number and the name of the Judge will be confirmed by the listing office at around 2.00 pm on the working day before the hearing.

We are preparing a trial bundle and will serve this on all named Defendants closer to the trial window.

To avoid the need for us to send you printed copies of these documents by first class post, please confirm that you will accept service of documents relating to these proceedings by email to this address.

We repeat our recommendation that you seek independent legal advice.

Yours faithfully

Eversheds Sutherland (International) LLP

Nawaaz Allybokus **|** Associate **|** Real Estate Dispute Resolution **|** Eversheds Sutherland (International) LLP

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Allybokus, Nawaaz

From: Diana Hekt <hekt@outlook.com>
Sent: 30 March 2023 11:06
To: ExxonMobil.Service
Cc: Allybokus, Nawaaz
Subject: Wrongly named on Exxon Injunction

https://www.exxonmobil.co.uk/Company/Overview/UK-operations

https://www.exxonmobil.co.uk/-/media/unitedkingdom/files/witness-statement-of-martin-pullman-dated-27-february-2023-with-exhibits.pdf

Dear Administrator

I write in response to this injunction in which you have seen fit to name me as a defendant and to publish my name and address online.

I have been found guilty of Aggravated Trespass for my part in a protest on 3rd April 2022, and duly charged with Court costs etc (no fine because the judge sympathised with our protest). This action predated the injunction you have instigated.

I have made my point during that action on 3rd April and have no intention of returning to an Exxon site, therefore I see absolutely no reason why my name should be included as a defendant, especially as I understand you have removed the other people who were present on that date.

Therefore please remove my name. I would appreciate confirmation that you have done so as soon as possible.

With thanks

Diana Hekt

Sent from Mail for Windows

Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 30 March 2023 13:03
To: Diana Hekt; ExxonMobil.Service
Cc: stuartwortley@eversheds-sutherland.com
Subject: RE: Wrongly named on Exxon Injunction [ES-CLOUD_UK.FID8053152]
Attachments: Sealed Order dated 27.03.23 (redacted).pdf

Dear Diana,

Thank you for your email.

At the hearing on 27.03.23, the injunction was extended and you and Paul Barnes were added as named Defendants.

The reason your and Paul Barnes' names were added was because of your involvement in the Birmingham Terminal protest.

The Judge didn't consider it necessary to add other named Defendants who were the subject of our application because each of them provided a written assurance not to breach the injunction before the hearing.

As the Order has now been made (see attached) you have been added to the claim. Our clients would, with the agreement of the Court, be willing to remove you as a Defendant following your written confirmation that you do not intend to breach the injunction. However, that will not occur until the preparation for the next hearing, which has not yet been listed. You will receive notice of the next hearing in due course and can raise this again at that stage.

We repeat our recommendation that you seek independent legal advice.

Yours sincerely,

Nawaaz Allybokus **|** Associate **|** Real Estate Dispute Resolution **|** Eversheds Sutherland (International) LLP

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From: Diana Hekt <hekt@outlook.com>
Sent: 30 March 2023 11:06
To: ExxonMobil.Service <ExxonMobil.Service@eversheds-sutherland.com>
Cc: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
Subject: Wrongly named on Exxon Injunction

https://www.exxonmobil.co.uk/Company/Overview/UK-operations

https://www.exxonmobil.co.uk/-/media/unitedkingdom/files/witness-statement-of-martin-pullman-dated-27-february-2023-with-exhibits.pdf

Dear Administrator

EVERSHEDS SUTHERLAND

Eversheds Sutherland (International) LLP
One Wood Street
London
EC2V 7WS
United Kingdom

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F: +44 20 7919 4919
DX 154280 Cheapside 8

eversheds-sutherland.com

Diana Hekt
12 Victoria Road
Meltham
Holmfirth
West Yorkshire
HD9 5NL

Date: 3 April 2023
Your Ref:
Our Ref: ALLYBOM\066758-010081
Direct: +44 7920 590944
Email: NawaazAllybokus@eversheds-sutherland.com

First Class Post

Dear Madam,

ESSO AND ANOTHER v PERSONS UNKNOWN
Claim Number QB-2022-001098

A trial took place before Mrs Justice Collins Rice sitting in the High Court on 27 March 2023, following which an order was made to effect the continuation of the Order dated 27 April 2022 made by His Honour Judge Bennathan, until trial or further order.

You were added as a Defendant to the claim as a consequence of your involvement in the protests at the Claimants' Birmingham Terminal.

Accordingly, we enclose herewith upon you by way of service:-

1. Order dated 27 March 2023 (sealed 30 March 2023);
2. Re-Re-Amended Claim Form; and
3. Re-Re-Amended Particulars of Claim.

Copies of the documents listed above numbered 1-3 may be viewed at the following website:-

https://www.exxonmobil.co.uk/company/overview/uk-operations

We repeat our recommendation that you seek independent legal advice.

Yours faithfully

Eversheds Sutherland

Eversheds Sutherland (International) LLP

Encl.

Eversheds Sutherland (International) LLP is a limited liability partnership, registered in England and Wales (number OC304065), registered office One Wood Street, London EC2V 7WS. Authorised and regulated by the Solicitors Regulation Authority (SRA number 383181). A list of the members' names and their professional qualifications is available for inspection at the above office.

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Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 21 May 2023 09:55
To: 'hekt@outlook.com'
Cc: stuartwortley@eversheds-sutherland.com
Subject: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]
Attachments: Notice of Trial date 10.07.23(213816763.1).pdf

Dear Madam

Further to our letter to you dated 3 April 2023 the trial has now been listed to be heard on either 10 or 11 July 2023, with a time estimate of 1 day (see attached notice of trial).

As we explained in our email to you dated 30 March @ 13:03, if you are willing to provide written confirmation that you do not intend to breach the injunction, we will ask the court to remove you from the scope of the injunction.

If you are unwilling to provide this confirmation, please note that the date / time, court room number and the name of the Judge will be confirmed by the listing office at around 2.00 pm on the working day before the hearing.

We are preparing a trial bundle and will serve this on all named Defendants closer to the trial window.

To avoid the need for us to send you printed copies of these documents by first class post, please confirm that you will accept service of all documents relating to these proceedings by email using this address.

We repeat our recommendation that you seek independent legal advice.

Yours faithfully,

Eversheds Sutherland (International) LLP

Nawaaz Allybokus **|** Associate **|** Real Estate Dispute Resolution **|** Eversheds Sutherland (International) LLP

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Driscoll, Jade

From: PBHPXR <PBHPXR@protonmail.com>
Sent: 25 May 2023 19:52
To: Allybokus, Nawaaz
Cc: Wortley, Stuart
Subject: Re: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]

I am willing to give an undertaking.

I do this because you threaten me, and my family. You threaten my way of life both in the short term and longer term. You threaten all life on earth and force me to not defend my children's lives so you and the company you represent can continue profiting from killing people around the world.

You should think carefully about what you are doing and your part in all this.

The science is clear. I am sure you and fossil fuel company's will see their day in court in the near future for crimes against humanity.

The death and loss of everything is hard to top.

Please confirm officially in writing that I will not be liable for ANY costs

Sent with Proton Mail secure email.

Driscoll, Jade

From: Wortley, Stuart
Sent: 01 June 2023 12:23
To: PBHPXR
Cc: Allybokus, Nawaaz
Subject: QB-2022-001098 Esso v Persons Unknown

Dear Sir

Thank you for your email message.

We will provide you with a draft Order (incorporating a draft undertaking) shortly.

The undertaking will mirror the terms of the current injunction (which prevents entry onto the claimants' land without consent).

Provided the terms of the Order are agreed, we confirm that you will not be liable for any costs.

It would be helpful to know whether or not you intend to seek independent legal advice.

Yours faithfully

Stuart Wortley | Partner – Real Estate Dispute Resolution | Eversheds Sutherland

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(TB2/653-664 NOT INCLUDED IN "MP3")

Allybokus, Nawaaz

From: Wortley, Stuart
Sent: 06 June 2023 12:39
To: PBHPXR
Cc: Allybokus, Nawaaz
Subject: QB-2022-001098 Esso v Persons Unknown
Attachments: Esso - undertakings v2.doc

Dear Sir

Further to our email dated 1 June 2023, we attach a draft Order which incorporates undertakings which mirror the terms of the existing order against Persons Unknown.

Provided you give these undertakings and confirm that service may be effected on you using this email address, we confirm that our client will not seek an injunction or an order for costs against you. This is recorded in paragraph 1 of the draft Order.

Our client is willing to agree the same terms with Diane Hekt but we have not yet heard from her.

Please let us know whether you intend to seek independent legal advice.

Yours faithfully

Stuart Wortley | Partner – Real Estate Dispute Resolution | Eversheds Sutherland

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Allybokus, Nawaaz

From: Wortley, Stuart
Sent: 06 June 2023 13:31
To: Diana Hekt
Cc: Allybokus, Nawaaz
Subject: QB-2022-001098 Esso v Persons Unknown
Attachments: Esso - undertakings v2.doc; RE: Wrongly named on Exxon Injunction [ES-CLOUD_UK.FID8053152]

Dear Madam

We note that we have not heard from you since our email message to you dated 31 March 2023 (in which we explained why you had been added as a Fifth Defendant to these proceedings).

We attach a draft Order which incorporates undertakings which mirror the terms of the existing order against Persons Unknown.

Provided you give these undertakings and confirm that service may be effected on you using this email address, we confirm that our client will not seek an injunction or an order for costs against you. This is recorded in paragraph 1 of the draft Order.

Our client has offered precisely the same terms to Paul Barnes the Fourth Defendant.

Please let us know whether you intend to seek independent legal advice.

Yours faithfully

Stuart Wortley **|** Partner – Real Estate Dispute Resolution **|** Eversheds Sutherland

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Allybokus, Nawaaz

From: Diana Hekt <hekt@outlook.com>
Sent: 08 June 2023 17:57
To: Wortley, Stuart
Cc: Allybokus, Nawaaz
Subject: Re: QB-2022-001098 Esso v Persons Unknown
Attachments: Esso injunction undertaking signed.doc

Dear Stuart Wortley

Thank you for your emails keeping me informed and for sending me the Undertaking, which I have signed and attached.

I hope this is all in order and my name will be removed from the injunction. Can you please confirm when this has been done?

Best wishes

Diana Hekt

Get Outlook for Android

From: Wortley, Stuart <StuartWortley@eversheds-sutherland.com>
Sent: Tuesday, June 6, 2023 1:31:00 PM
To: Diana Hekt <hekt@outlook.com>
Cc: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
Subject: QB-2022-001098 Esso v Persons Unknown

Dear Madam

We note that we have not heard from you since our email message to you dated 31 March 2023 (in which we explained why you had been added as a Fifth Defendant to these proceedings).

We attach a draft Order which incorporates undertakings which mirror the terms of the existing order against Persons Unknown.

Provided you give these undertakings and confirm that service may be effected on you using this email address, we confirm that our client will not seek an injunction or an order for costs against you. This is recorded in paragraph 1 of the draft Order.

Our client has offered precisely the same terms to Paul Barnes the Fourth Defendant.

Please let us know whether you intend to seek independent legal advice.

Yours faithfully

Stuart Wortley | Partner – Real Estate Dispute Resolution | Eversheds Sutherland

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Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 08 June 2023 18:19
To: 'Diana Hekt'; Wortley, Stuart
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]
Attachments: Esso injunction undertaking signed.doc

Dear Madam,

Thank you for returned the Undertaking duly signed.

Unfortunately, it was not dated. Please confirm that I have your authority to date the Undertaking as at today's date.

Yours faithfully,

Eversheds Sutherland (International) LLP

Nawaaz Allybokus | Associate | Real Estate Dispute Resolution | Eversheds Sutherland (International) LLP

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From: Diana Hekt <hekt@outlook.com>
Sent: 08 June 2023 17:57
To: Wortley, Stuart <StuartWortley@eversheds-sutherland.com>
Cc: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
Subject: Re: QB-2022-001098 Esso v Persons Unknown

Dear Stuart Wortley

Thank you for your emails keeping me informed and for sending me the Undertaking, which I have signed and attached.

I hope this is all in order and my name will be removed from the injunction. Can you please confirm when this has been done?

Best wishes

Diana Hekt

Get Outlook for Android

From: Wortley, Stuart <StuartWortley@eversheds-sutherland.com>
Sent: Tuesday, June 6, 2023 1:31:00 PM
To: Diana Hekt <hekt@outlook.com>

Allybokus, Nawaaz

From: Wortley, Stuart
Sent: 08 June 2023 21:11
To: PBHPXR
Cc: Allybokus, Nawaaz
Subject: RE: QB-2022-001098 Esso v Persons Unknown
Attachments: Esso - undertakings v2.doc

Dear Sir

Subject to whether or not you are taking / intend to take legal advice, it would be very helpful if you could sign and return the draft Order attached to our email dated 6 June 2023.

We obviously can't advise you but if you have any questions about the draft Order we may well be able to assist.

Diana Hekt has returned the signed draft Order to us today.

Yours faithfully

Stuart Wortley | Partner – Real Estate Dispute Resolution | Eversheds Sutherland

M: + 44 771 288 1393

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From: Wortley, Stuart
Sent: 06 June 2023 12:36
To: 'PBHPXR' <PBHPXR@protonmail.com>
Cc: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
Subject: QB-2022-001098 Esso v Persons Unknown

Dear Sir

Further to our email dated 1 June 2023, we attach a draft Order which incorporates undertakings which mirror the terms of the existing order against Persons Unknown.

Provided you give these undertakings and confirm that service may be effected on you using this email address, we confirm that our client will not seek an injunction or an order for costs against you. This is recorded in paragraph 1 of the draft Order.

Our client is willing to agree the same terms with Diane Hekt but we have not yet heard from her.

Please let us know whether you intend to seek independent legal advice.

Yours faithfully

Stuart Wortley | Partner – Real Estate Dispute Resolution | Eversheds Sutherland

M: + 44 771 288 1393

www.eversheds-sutherland.com

Eversheds Sutherland
Helping our clients, our people and our communities to thrive

Allybokus, Nawaaz

From: Diana Hekt <hekt@outlook.com>
Sent: 09 June 2023 10:33
To: Allybokus, Nawaaz
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]

Dear Nawaaz Allybokus

Thank you for your email.

Yes, please do add yesterday's date to my signed undertaking. I'm sorry I omitted to add it myself.

Best wishes

Diana

Sent from Mail for Windows

From: Allybokus, Nawaaz
Sent: 08 June 2023 18:20
To: Diana Hekt; Wortley, Stuart
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]

Dear Madam,

Thank you for returned the Undertaking duly signed.

Unfortunately, it was not dated. Please confirm that I have your authority to date the Undertaking as at today's date.

Yours faithfully,

Eversheds Sutherland (International) LLP

Nawaaz Allybokus **|** Associate **|** Real Estate Dispute Resolution **|** Eversheds Sutherland (International) LLP

M: +44 7920 590 944
www.eversheds-sutherland.com

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---

From: Diana Hekt <hekt@outlook.com>
Sent: 08 June 2023 17:57
To: Wortley, Stuart <StuartWortley@eversheds-sutherland.com>
Cc: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
Subject: Re: QB-2022-001098 Esso v Persons Unknown

Dear Stuart Wortley

Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 09 June 2023 12:15
To: 'Diana Hekt'
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]

Dear Madam,

Thank you for confirming.

We shall date the undertaking on your behalf and update you following the trial in w/c 10 July.

Yours faithfully,

Eversheds Sutherland (International) LLP

Nawaaz Allybokus **|** Associate **|** Real Estate Dispute Resolution **|** Eversheds Sutherland (International) LLP

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From: Diana Hekt <hekt@outlook.com>
Sent: 09 June 2023 10:33
To: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
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Dear Madam,

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Allybokus, Nawaaz

From: PBHPXR <PBHPXR@protonmail.com>
Sent: 12 June 2023 08:22
To: Wortley, Stuart; pbhpxr@protonmail.com
Cc: Allybokus, Nawaaz
Subject: RE: QB-2022-001098 Esso v Persons Unknown
Attachments: 20230612080814870.pdf

Stuart,

See attached signed document.

Please confirm you have received it, and confirm you will not intimidate and threaten me again.

Paul Barnes

------- Original Message -------
On Thursday, June 8th, 2023 at 21:10, Wortley, Stuart <StuartWortley@eversheds-sutherland.com> wrote:

> Dear Sir
>
> Subject to whether or not you are taking / intend to take legal advice, it would be very helpful if you could sign and return the draft Order attached to our email dated 6 June 2023.
>
> We obviously can't advise you but if you have any questions about the draft Order we may well be able to assist.
>
> Diana Hekt has returned the signed draft Order to us today.
>
> Yours faithfully
>
> Stuart Wortley **|** Partner – Real Estate Dispute Resolution **|** Eversheds Sutherland
>
> M: + 44 771 288 1393
>
> www.eversheds-sutherland.com
>
> **Eversheds Sutherland**

Allybokus, Nawaaz

From: PBHPXR <PBHPXR@protonmail.com>
Sent: 12 June 2023 08:37
To: Reeman, Rachael; Wortley, Stuart; Allybokus, Nawaaz
Subject: Fw: RE: QB-2022-001098 Esso v Persons Unknown
Attachments: 20230612080814870.pdf

Rachael,

Please see email response in Stuarts absence.

Can you confirm the end of this matter,

Paul Barnes

------- Forwarded Message -------
From: PBHPXR <PBHPXR@protonmail.com>
Date: On Monday, June 12th, 2023 at 08:21
Subject: RE: QB-2022-001098 Esso v Persons Unknown
To: Wortley, Stuart <StuartWortley@eversheds-sutherland.com>, pbhpxr@protonmail.com <pbhpxr@protonmail.com>
CC: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>

Stuart,

See attached signed document.

Please confirm you have received it, and confirm you will not intimidate and threaten me again.

Paul Barnes

------- Original Message -------
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We obviously can't advise you but if you have any questions about the draft Order we may well be able to assist.

Diana Hekt has returned the signed draft Order to us today.

Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 12 June 2023 09:12
To: 'PBHPXR'
Cc: Reeman, Rachael; Wortley, Stuart
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]

Dear Mr Barnes,

I am assisting Stuart in this matter.

Please confirm that I can date the undertaking as at today's date as it was not dated.

Kind regards,
Nawaaz

Nawaaz Allybokus | Associate | Real Estate Dispute Resolution | Eversheds Sutherland (International) LLP

M: +44 7920 590 944
www.eversheds-sutherland.com

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---

From: PBHPXR <PBHPXR@protonmail.com>
Sent: 12 June 2023 08:37
To: Reeman, Rachael <RachaelReeman@eversheds-sutherland.com>; Wortley, Stuart <StuartWortley@eversheds-sutherland.com>; Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
Subject: Fw: RE: QB-2022-001098 Esso v Persons Unknown

Rachael,

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Can you confirm the end of this matter,

Paul Barnes

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To: Wortley, Stuart <StuartWortley@eversheds-sutherland.com>, pbhpxr@protonmail.com <pbhpxr@protonmail.com>
CC: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>

Stuart,

See attached signed document.

Please confirm you have received it, and confirm you will not intimidate and threaten me again.

Allybokus, Nawaaz

From: PBHPXR <PBHPXR@protonmail.com>
Sent: 12 June 2023 09:14
To: Allybokus, Nawaaz
Cc: Reeman, Rachael; Wortley, Stuart
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]

I confirm

Sent from Proton Mail for iOS

On Mon, Jun 12, 2023 at 09:12, Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com> wrote:

> Dear Mr Barnes,
>
> I am assisting Stuart in this matter.
>
> Please confirm that I can date the undertaking as at today's date as it was not dated.
>
> Kind regards,
>
> Nawaaz
>
> Nawaaz Allybokus **|** Associate **|** Real Estate Dispute Resolution **|** Eversheds Sutherland (International) LLP
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> www.eversheds-sutherland.com
>
> **Eversheds Sutherland**
>
> Helping our clients, our people and our communities to thrive

Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 12 June 2023 09:16
To: 'PBHPXR'
Cc: Reeman, Rachael; Wortley, Stuart
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]

Thank you.

We will bring the Undertaking to the Court's attention at trial next month.

regards,
Nawaaz

Nawaaz Allybokus | Associate | Real Estate Dispute Resolution | Eversheds Sutherland (International) LLP

M: +44 7920 590 944
www.eversheds-sutherland.com

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From: PBHPXR <PBHPXR@protonmail.com>
Sent: 12 June 2023 09:14
To: Allybokus, Nawaaz <NawaazAllybokus@eversheds-sutherland.com>
Cc: Reeman, Rachael <RachaelReeman@eversheds-sutherland.com>; Wortley, Stuart <StuartWortley@eversheds-sutherland.com>
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>
> Kind regards,
>
> Nawaaz

IN THE HIGH COURT OF JUSTICE **CLAIM NO. QB-2022-001098**

KING'S BENCH DIVISION

B E T W E E N:

(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 FOR IDENTIFICATION EDGED RED AND GREEN BUT EXCLUDING THOSE AREAS EDGED BLUE ON THE ATTACHED 'FAWLEY PLAN')**
- **(B) HYTHE OIL TERMINAL, NEW ROAD, HARDLEY SO45 3NR (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED 'HYTHE PLAN')**
- **(C) AVONMOUTH OIL TERMINAL, ST ANDREWS ROAD, BRISTOL BS11 9BN (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED 'AVONMOUTH PLAN')**
- **(D) BIRMINGHAM OIL TERMINAL, WOOD LANE, BIRMINGHAM B24 8DN (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED 'BIRMINGHAM PLAN')**
- **(E) PURFLEET OIL TERMINAL, LONDON ROAD, PURFLEET, ESSEX RM19 1RS (AS SHOWN FOR IDENTIFICATION EDGED RED AND BROWN ON THE ATTACHED 'PURFLEET PLAN')**
- **(F) WEST LONDON OIL TERMINAL, BEDFONT ROAD, STANWELL, MIDDLESEX TW19 7LZ (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED 'WEST LONDON PLAN')**
- **(G) HARTLAND PARK LOGISTICS HUB, IVELY ROAD, FARNBOROUGH (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED 'HARTLAND PARK PLAN')**
- **(H) ALTON COMPOUND, PUMPING STATION, A31, HOLLYBOURNE (AS SHOWN FOR IDENTIFICATION 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 FOR IDENTIFICATION EDGED PURPLE ON THE ATTACHED 'FAWLEY PLAN')

(3) PERSONS UNKNOWN WHO, IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN, ENTER ONTO ANY OF THE CLAIMANTS' PROPERTY AND OBSTRUCT ANY OF THE VEHICULAR ENTRANCES OR EXITS TO ANY OF THE SITES (WHERE "SITES" FOR THIS PURPOSE DOES NOT INCLUDE THE AREA EDGED BROWN ON THE PURFLEET PLAN)

(4) PAUL BARNES

(5) DIANA HEKT

Defendants

ORDER

PENAL NOTICE

If you the within named Fourth and Fifth Defendants disobey the undertakings set out in this order or instruct (which includes training, coaching, teaching or educating) others to do the acts which you have undertaken not to do, 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 to breach the undertakings set out in this order may also be held in contempt of court and may be imprisoned, fined or have their assets seized.

IMPORTANT NOTICE TO THE FOURTH AND FIFTH DEFENDANTS

This order prohibits you from doing the acts set out in paragraphs 4, 5 and 6 below.

You should read it very carefully.

UPON the **Fourth and Fifth Defendants** having agreed to an order in the terms set out below

AND UPON the **Fourth and Fifth Defendants** giving undertakings to the Court as set out below; and

IT IS ORDERED THAT:

1. There be no order for costs.

2. Service of this Order and any subsequent court documents in these proceedings may be effected by alternative means by email to the Fourth Defendant at PBHPXR@protonmail.com and such service shall be deemed to be good and sufficient service on the Fourth Defendant.

3. Service of this Order and any subsequent court documents in these proceedings may be effected by alternative means by email to the Fifth Defendant at hekt@outlook.com and such service shall be deemed to be good and sufficient service on the Fifth Defendant.

UNDERTAKINGS TO THE COURT

The **Fourth and Fifth Defendants** undertake to the Court promising as follows:-

4. not to:-

   a. enter or remain on any part of the First Claimant's properties ("the Sites") without the consent of the First Claimant at:-

      i. the Oil Refinery and Jetty at the Petrochemical Complex, Marsh Lane, Southampton SO45 1TH (as shown for identification edged red and green but excluding those areas edged blue on the attached 'Fawley Plan');

      ii. Hythe Terminal, New Road, Handley, SO45 3NR (as shown for identification edged red on the attached 'Hythe Plan');

      iii. Avonmouth Terminal, St Andrews Road, Bristol BS11 9BN (as shown for identification edged red on the attached 'Avonmouth Plan');

      iv. Birmingham Terminal, Wood Lane, Birmingham B24 8DN (as shown for identification edged red on the attached 'Birmingham Plan');

      v. Purfleet Terminal, London Road, Purfleet, Essex RM19 1RS (as shown for identification edged red and brown on the attached 'Purfleet Plan');

      vi. West London Terminal, Bedfont Road, Stanwell, Middlesex TW19 7LZ (as shown for identification edged red on the attached 'West London Plan');

      vii. Hartland Park Logistics Hub, Ively Road, Farnborough (as shown for identification edged red on the attached 'Hartland Park Plan');

      viii. Alton Compound, Pumping Station, A31, Hollybourne (as shown for identification edged red on the attached 'Alton Compound Plan');

   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.

5. not to:-

   a. 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 for identification edged purple on the attached 'Fawley Plan');

   b. damage any part of the Chemical Plant;

   c. affix themselves or any person or object at the Chemical Plant;

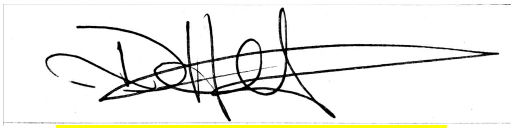
   d. erect any structures on any part of the Chemical Plant.

6. not to enter onto the Claimants' property and obstruct any of the vehicular entrances or exits to any of the Sites (where "Sites" for this purpose does not include the area edged brown on the Purfleet Plan) 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 TO BE BOUND BY THESE PROMISES UNTIL [30 JUNE 2024]

STATEMENT

I understand the undertakings that I have given, and that if I break any of my promises to the Court I may be fined, my assets may be seized or I may be sent to prison for contempt of court.



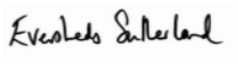
_____

Paul Barnes
Fourth Defendant
June 2023

_____

Diane Hekt
Fifth Defendant
08 June 2023

We consent to an order in these terms



_____

Eversheds Sutherland (International) LLP
Solicitors for the Claimants

12 June 2023

IN THE HIGH COURT OF JUSTICE **CLAIM NO. QB-2022-001098**

KING'S BENCH DIVISION

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(2) EXXONMOBIL CHEMICAL LIMITED

Claimants

and

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(5) DIANA HEKT

Defendants

ORDER

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      viii. Alton Compound, Pumping Station, A31, Hollybourne (as shown for identification edged red on the attached 'Alton Compound Plan');

   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.

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   c. affix themselves or any person or object at the Chemical Plant;

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AND TO BE BOUND BY THESE PROMISES UNTIL [30 JUNE 2024]

STATEMENT

I understand the undertakings that I have given, and that if I break any of my promises to the Court I may be fined, my assets may be seized or I may be sent to prison for contempt of court.

Paul Barnes
Fourth Defendant
June 2023

Diane Hekt
Fifth Defendant
12 June 2023

We consent to an order in these terms

Eversheds Sutherland (International) LLP
Solicitors for the Claimants

12 June 2023

COMPANY

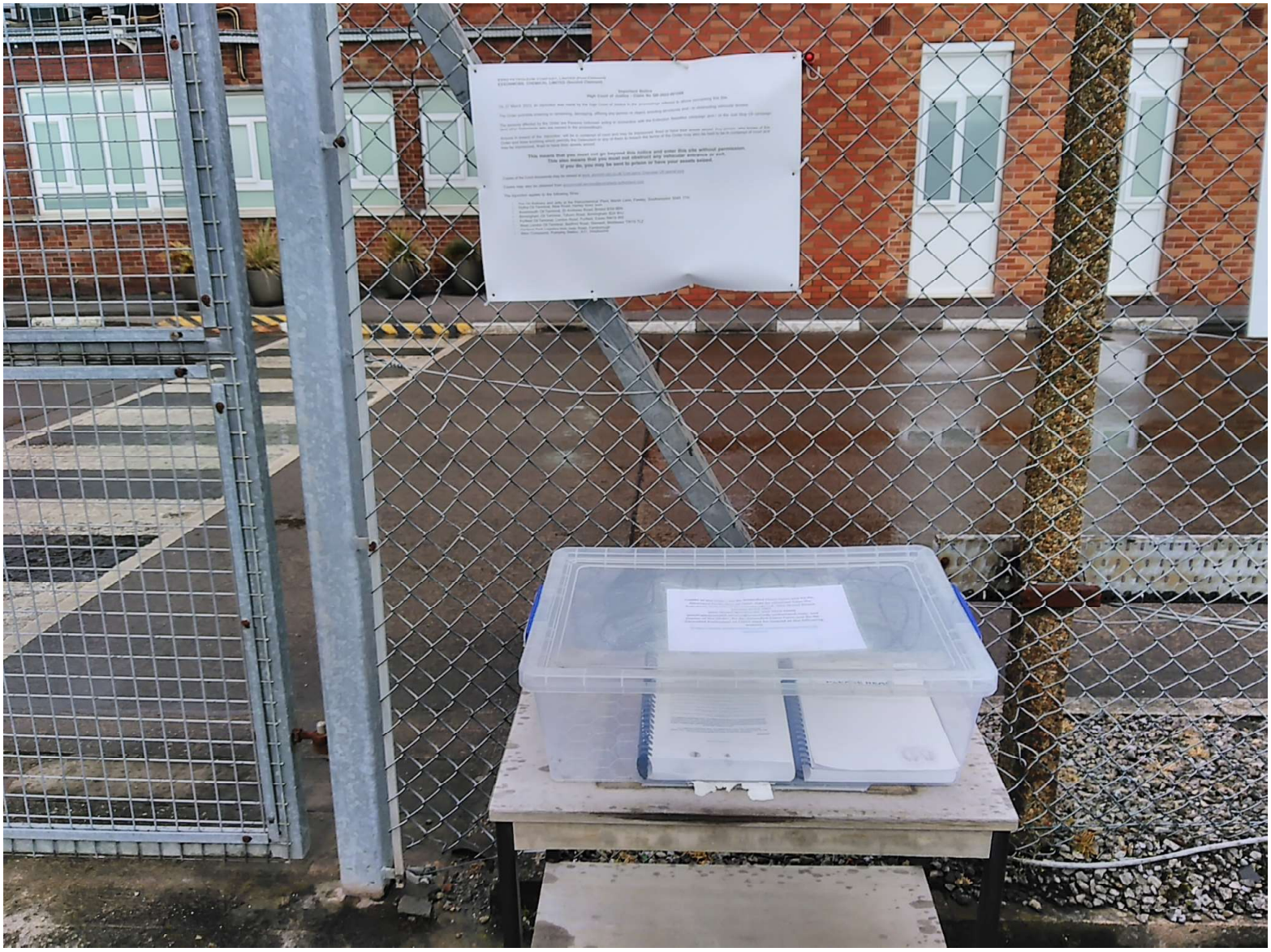
UK operations

Exxon Mobil Corporation is the world's leading publicly-owned energy company and it, or its affiliated companies, operates facilities or markets products in most of the world's countries. It is the parent company of the Esso, Mobil and ExxonMobil companies that operate in the United Kingdom.

Injunction

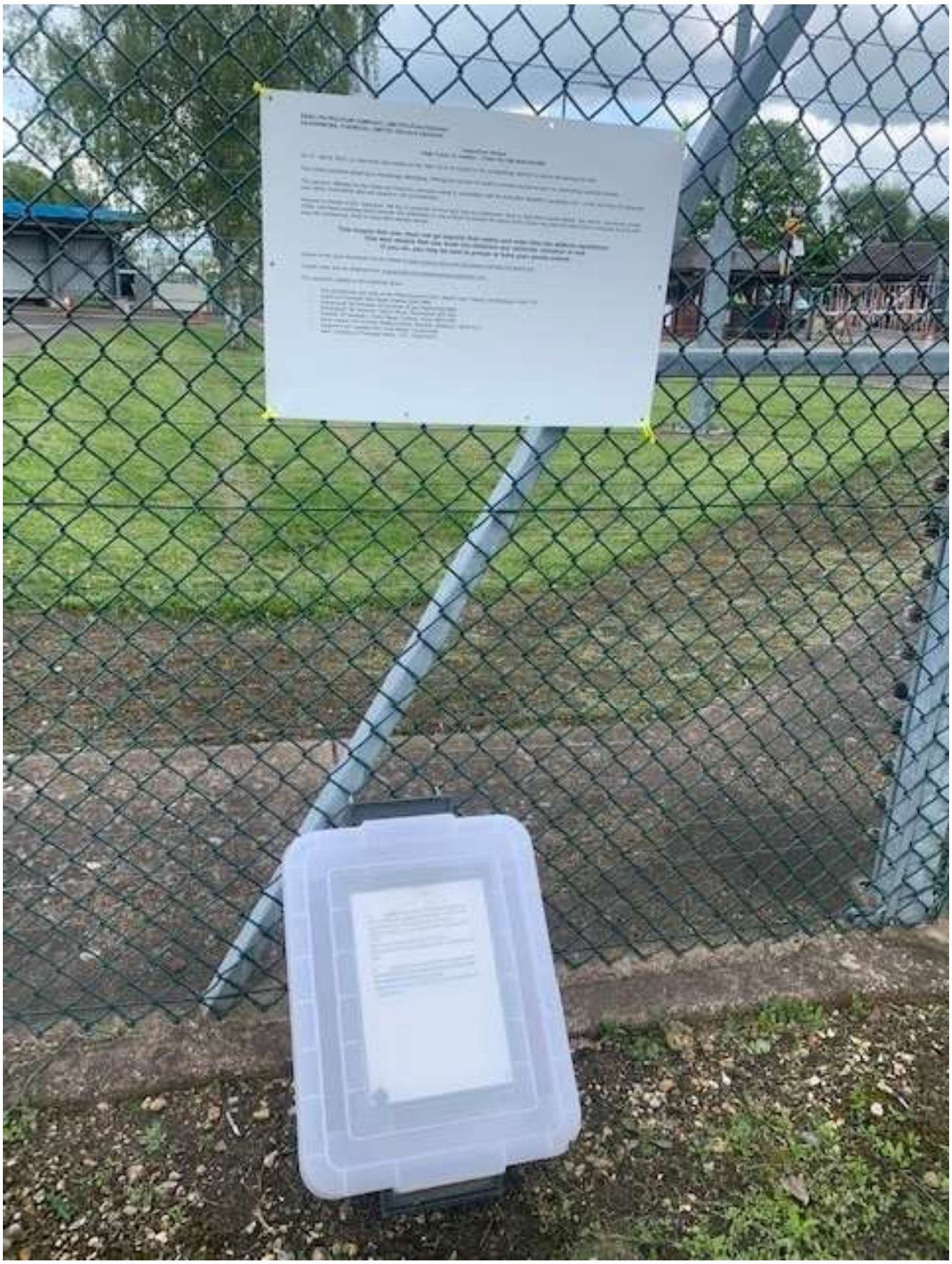
- Hearing Bundle 1
- Claimant's Authorities Bundle (Hearing 27 March 2023)
- Sealed Order dated 27 March 2023
- Hearing Bundle 2 - v3
- Claim form
- Esso – Notice of trial
- Claimant's Skeleton Argument (Hearing 27 March 2023)
- Particulars

Alton Compound



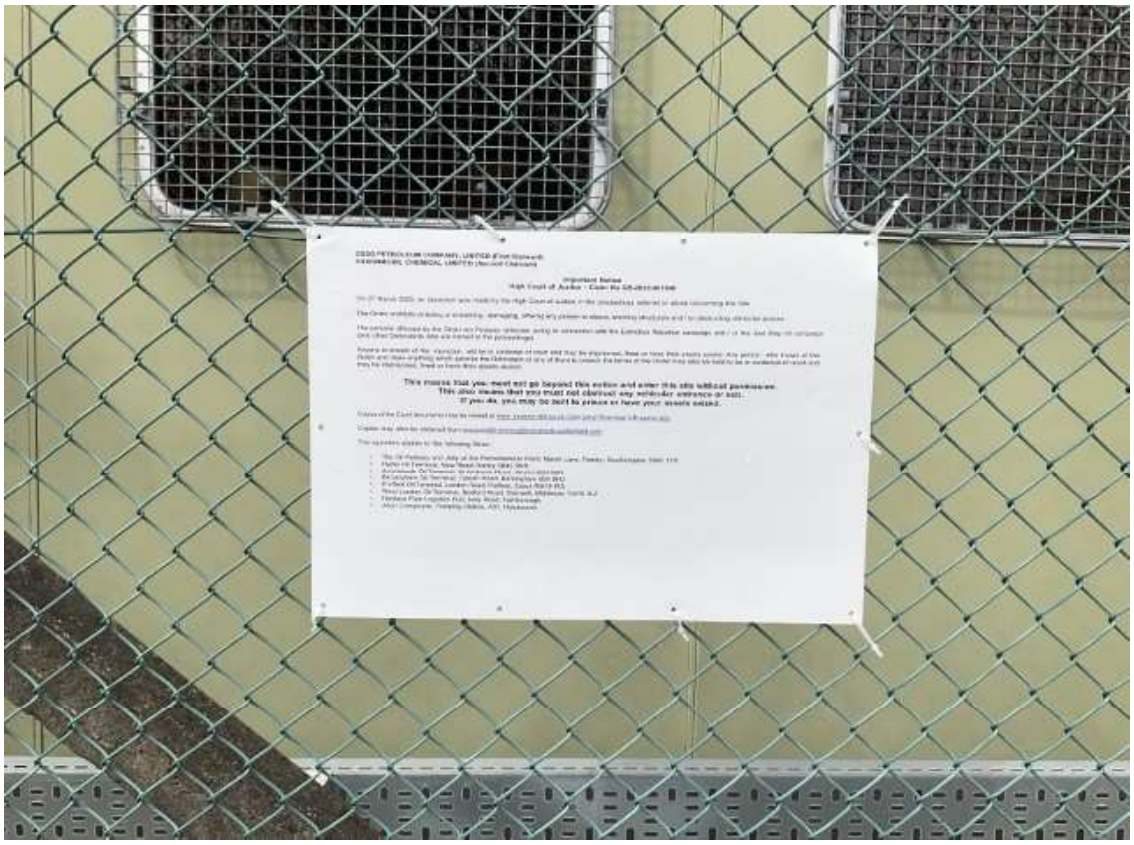
Avonmouth Oil Terminal

Birmingham Oil Terminal



Fawley Oil Refinery

Hartland Park Logistic Hub

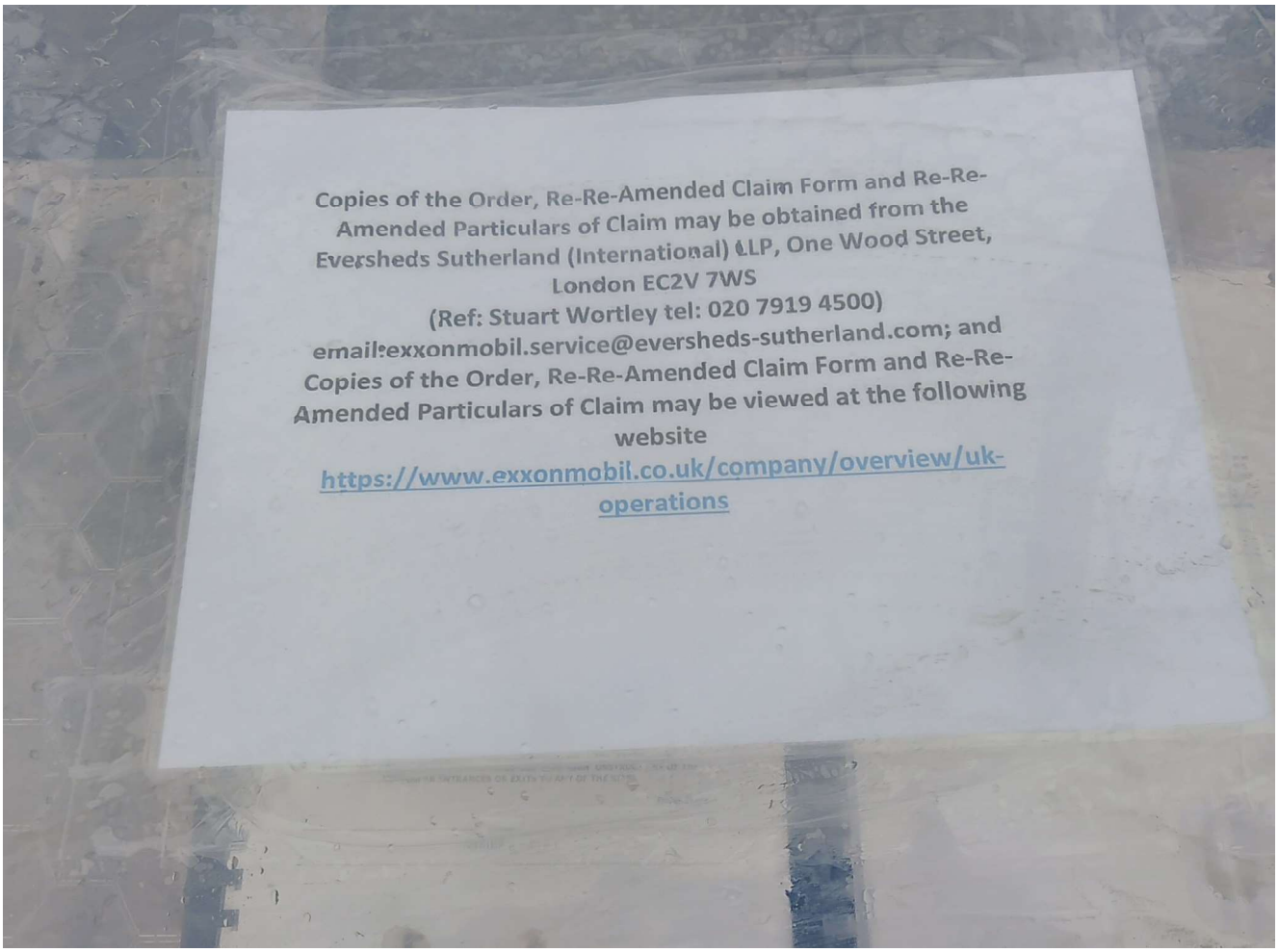


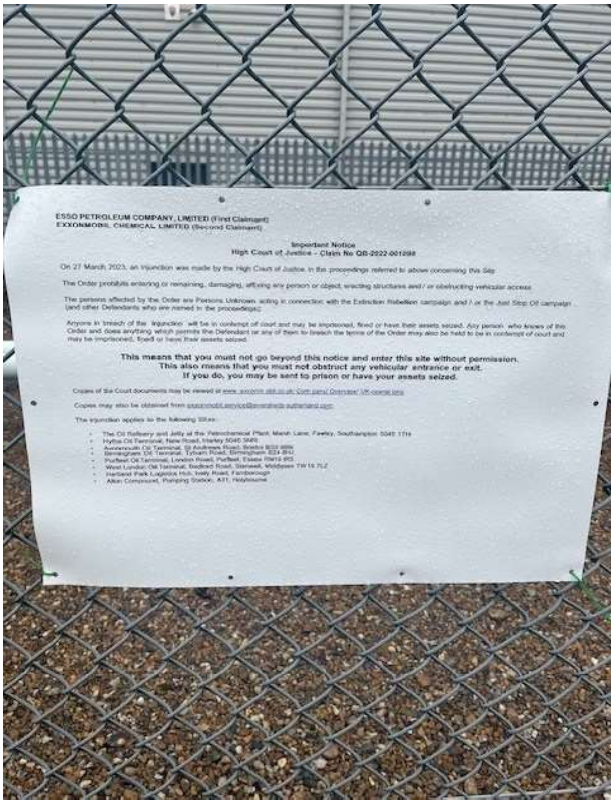
Important Notice
High Court of Justice – Claim No QB-2020-001166

This means that you must not go beyond this notice and enter its site without permission.
This also means that you must not obstruct any vehicular entrance or exit.
If you do, you may be sent to prison or have your assets seized.

Hythe Oil Terminal

Purfleet Oil Terminal





West London Oil Terminal

QB-2022-001098 Esso and Anor v Persons Unknown [ES-CLOUD_UK.FID8053152]

Reply | Reply All | Forward | ...

AN

Allybokus, Nawaaz

To xr-legal@riseup.net; enquiries@extinctionrebellion.uk; 'juststopoilpress@protonmail.com' Thu 30/03/2023 14:37

Cc Wortley, Stuart

Bcc 066758_010081 _ Injunction to restrain trespass by protestors Emails

This item will expire in 15 days. To keep this item longer apply a different Retention Policy.

Sealed Order dated 27.03.23 (redacted).pdf
2 MB

Claim Form (re-re-amended) .pdf
1 MB

Particulars (re-re-amended).pdf
648 KB

Dear Sir/Madam,

A trial took place before Mrs Justice Collins Rice sitting in the High Court on 27 March 2023, following which an order was made to effect a continuation of the Order dated 27 April 2022 made by His Honour Judge Bennathan, until trial or further order.

We enclose herewith upon you by way of service :-

1. Order dated 27 March 2023 (sealed 30 March 2023);
2. Re-Re-Amended Claim Form; and
3. Re-Re-Amended Particulars of Claim.

Copies of the documents listed above numbered 1-3 may be viewed at the following website :-

https://www.exxonmobil.co.uk/company/overview/uk-operations

Yours faithfully,

Eversheds Sutherland (International) LLP

Nawaaz Allybokus | Associate | Real Estate Dispute Resolution | Eversheds Sutherland (International) LLP

M: +44 7920 590 944
www.eversheds-sutherland.com

Eversheds Sutherland
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Allybokus, Nawaaz

From: Allybokus, Nawaaz
Sent: 21 May 2023 09:48
To: 'xr-legal@riseup.net'; 'enquiries@extinctionrebellion.uk'; 'juststopoilpress@protonmail.com'
Cc: Wortley, Stuart
Subject: RE: QB-2022-001098 Esso v Persons Unknown [ES-CLOUD_UK.FID8053152]
Attachments: Notice of Trial date 10.07.23(213816763.1).pdf

Dear Sir/Madam,

Further to our email below the trial has now been listed to be heard on either 10 or 11 July 2023, with a time estimate of 1 day (see attached Notice of Trial).

The date / time, court room number and the name of the Judge will be confirmed by the listing office at around 2.00 pm on the working day before the hearing.

We are preparing a trial bundle and will serve this on all Defendants closer to the trial window.

Yours faithfully,

Eversheds Sutherland (International) LLP

Nawaaz Allybokus | Associate | Real Estate Dispute Resolution | Eversheds Sutherland (International) LLP

M: +44 7920 590 944
www.eversheds-sutherland.com

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From: Allybokus, Nawaaz
Sent: 30 March 2023 14:37
To: xr-legal@riseup.net; enquiries@extinctionrebellion.uk; 'juststopoilpress@protonmail.com' <juststopoilpress@protonmail.com>
Cc: Wortley, Stuart <StuartWortley@eversheds-sutherland.com>
Subject: QB-2022-001098 Esso and Anor v Persons Unknown [ES-CLOUD_UK.FID8053152]

Dear Sir/Madam,

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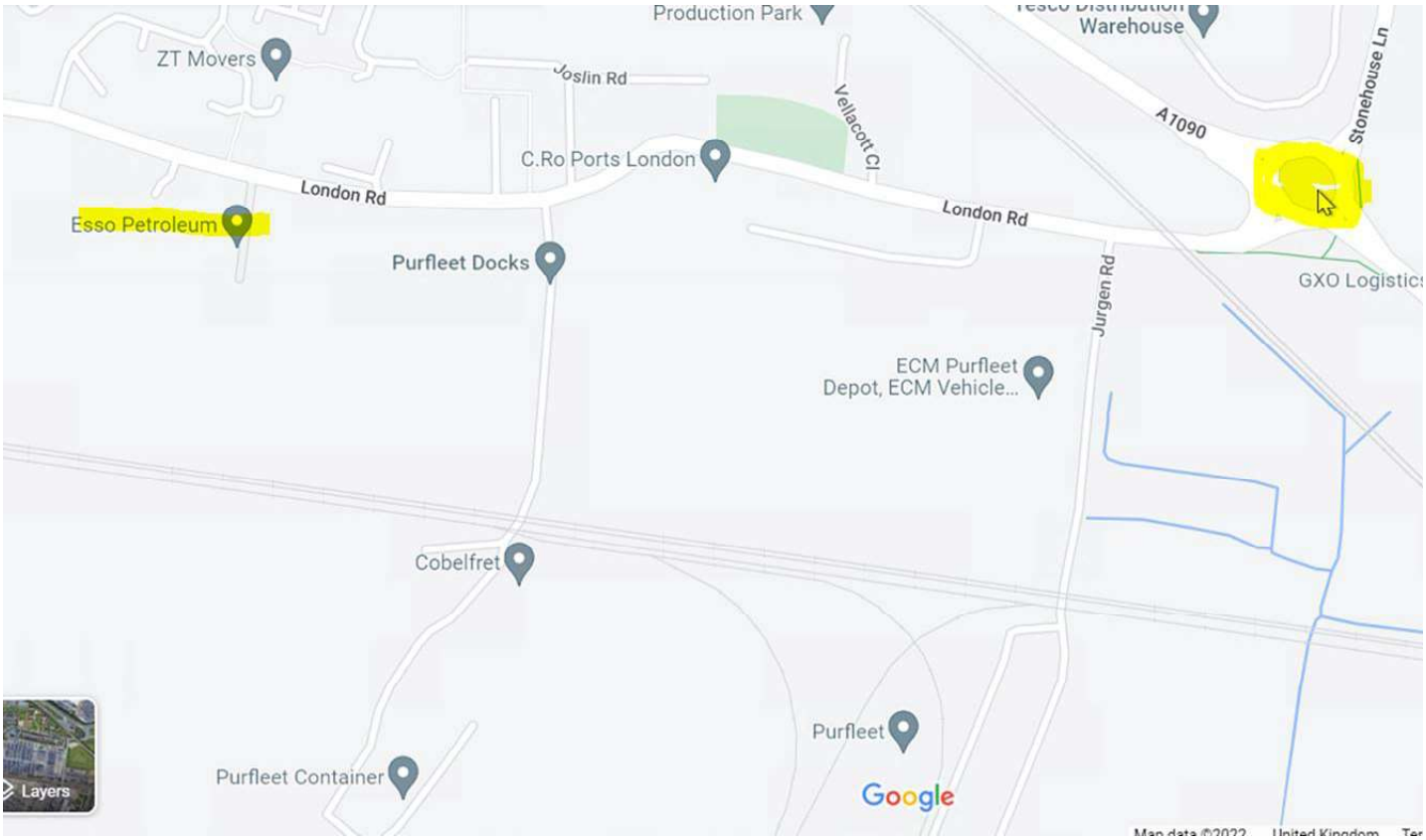
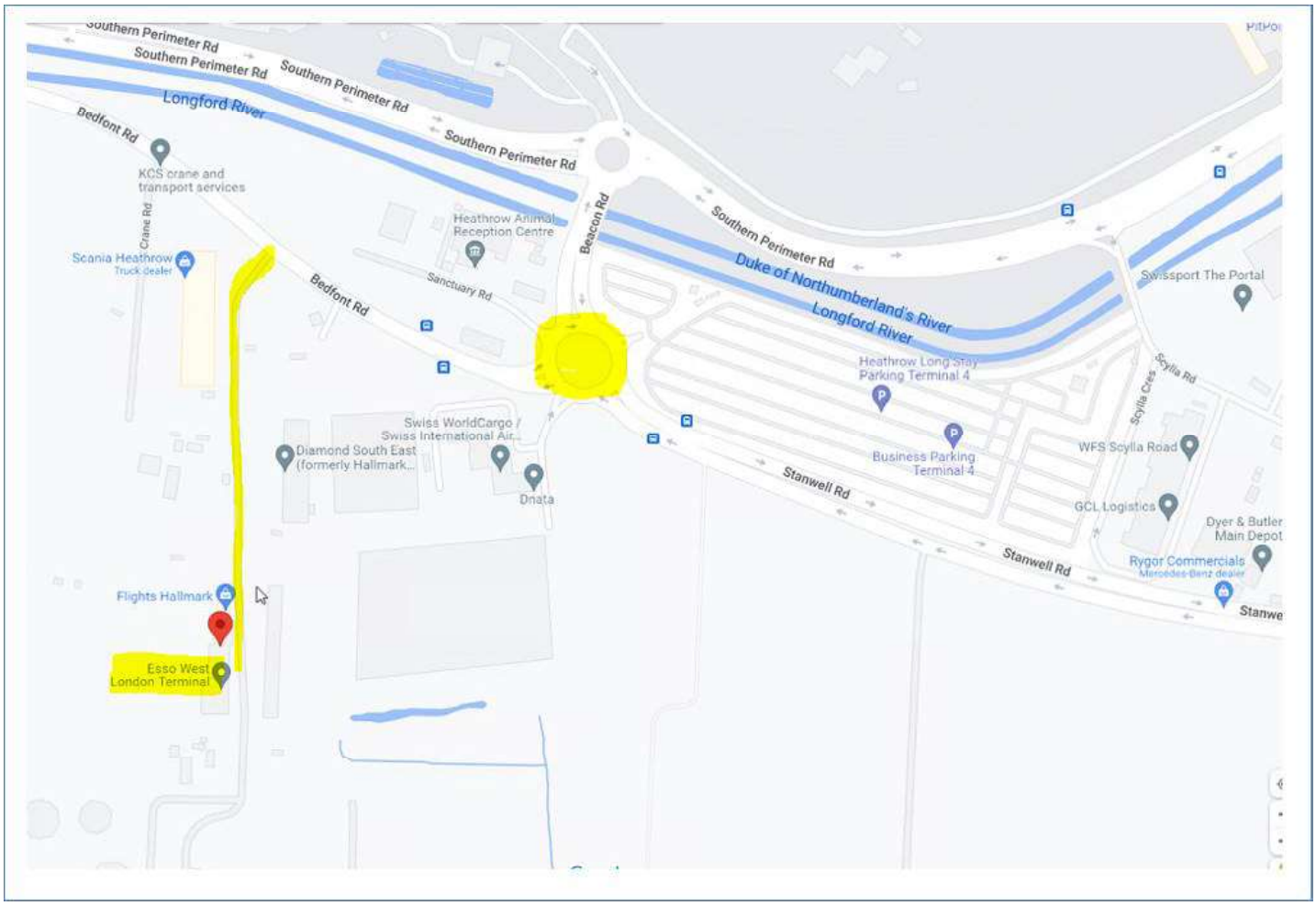
Copies of the documents listed above numbered 1-3 may be viewed at the following website :-

https://www.exxonmobil.co.uk/company/overview/uk-operations

Yours faithfully,

From: Allybokus, Nawaaz
Sent: 20 April 2022 15:38
To: Allybokus, Nawaaz
Subject: FW: INJUNCTION NOTICE



From: Allybokus, Nawaaz
Sent: 20 April 2022 15:43
To: Allybokus, Nawaaz
Subject: FW: Esso injunction - Purfleet Terminal obstruction