

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

B E T W E E N:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD,

**BIRKENHEAD SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL
CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND
EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD,
BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL'
CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD
CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT
NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD,
NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON
PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION CAMPAIGN' OR THE 'JUST STOP
OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES
OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES
MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED WITH
AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

HEARING BUNDLE INDEX

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Claim Form

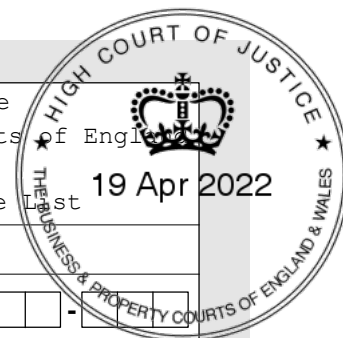
You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

In the High Court of Justice
Business and Property Courts of England and Wales
Property Trusts and Probate List

19 Apr 2022

Fee Account no. _____

Help with Fees -
Ref no. (if applicable) **H W F** - [] [] [] - [] [] []



For court use **PT-2022-000326**

Claim no. _____

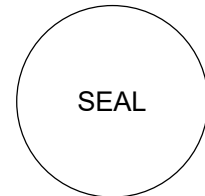
Issue date _____

Claimant(s) name(s) and address(es) including postcode

(1) Essar Oil (UK) Limited (Company No: 07071400) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB

(2) Stanlow Terminals Limited (Company No: 11456916) of Gate No. 1 Oil Sites Road, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4BD

(3) Infranorth Limited (Company No: 11253606) of 5th Floor, The Administration Building, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB



Defendant(s) name and address(es) including postcode

(1) Persons unknown who in connection with the 'Extinction Rebellion' campaign or the 'Just Stop Oil' campaign enter or remain, without the First Claimant's consent on the First Claimant's land at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB shown edged red (save for the areas hatched blue and orange) on the attached 'Stanlow Plan' (see continuation sheet)

Brief details of claim

(See continuation sheet)

Value

Non-monetary claim

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

Defendant's name and address for service including postcode

(see continuation sheet)

	£
Amount claimed	0.00
Court fee	569.00
Legal representative's costs	
Total amount	569.00

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

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

Claim No.	
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Does, or will, your claim include any issues under the Human Rights Act 1998? Yes No

Particulars of Claim (attached)(to follow)

Statement of Truth

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

- I believe that the facts stated in this particulars of claim are true.
- The Claimant** believes that the facts stated in this particulars of claim are true. **I am authorised** by the claimant to sign this statement.

Signature



- Claimant
- Litigation friend (where judgment creditor is a child or a patient)
- Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

19

Month

4

Year

2022

Full name

David Christopher Holland

Name of claimant's legal representative's firm

Squire Patton Boggs (UK) LLP

If signing on behalf of firm or company give position or office held

Partner

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

Building and street

6 Wellington Place

Second line of address

Town or city

Leeds

County (optional)

Postcode

L S 1 4 A P

If applicable

Phone number

0113 284 7000

Fax phone number

DX number

Your Ref.

DH4/ESS.036-0023

Email

David.Holland@squirepb.com

By reason of a real and substantial risk of acts of trespass and/or nuisance, at the sites, and accessways referred to below, the following Claimants seek the following pre-emptive relief against the following Defendants:

(1) The First Claimant seeks injunctions that: (i) the First Defendants shall not, without the consent of the First Claimant, enter or remain upon the First Claimant's land at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB shown edged red (save for the areas hatched blue and orange) on the 'Stanlow Plan' at Schedule 2 ("the Stanlow Terminal"), (ii) the Second Defendant shall not obstruct or otherwise interfere with the First Claimant's access over and along the road section shaded yellow on the 'Stanlow Plan' at Schedule 2, (iii) the Third Defendant shall not obstruct or otherwise interfere with the vehicular entrances and exits to the Stanlow Terminal which is shown marked "A", "B" and "C" on the 'Stanlow Plan' at Schedule 2.

(2) The Second Claimant seeks injunctions that: (i) the Fourth Defendant shall not, without the consent of the Second Claimant, enter or remain on the Second Claimant's land at (a) the parts of the Stanlow Terminal which are shown hatched blue on the 'Stanlow Plan' at Schedule 2; or (b) Tranmere Oil Terminal, St Paul's Road, Birkenhead CH42 1LQ shown edged blue on the 'Tranmere Plan' at Schedule 2 ("the Tranmere Terminal"), (ii) the Fifth Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Tranmere Terminal which is shown marked "A" on the 'Tranmere Plan' at Schedule 2.

(3) The Third Claimant seeks injunctions that: (i) the Sixth Defendant shall not, without the consent of the Third Claimant, enter or remain on the Third Claimant's land at Northampton Oil Terminal, 25 St James Mill Road, Northampton NN5 5JN shown edged red (save for the parts edged blue) on the 'Northampton Plan' at Schedule 2 ("the Northampton Terminal"), (ii) the Seventh Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Northampton Terminal which is shown marked with an "A" on the 'Northampton Plan' at Schedule 2.

IN THE HIGH COURT OF JUSTICE

Claim No:

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT’S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED ‘STANLOW PLAN’

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED “A”, “B” AND “C” ON THE ATTACHED ‘STANLOW PLAN’

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT’S CONSENT, ON THE SECOND CLAIMANT’S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED ‘STANLOW PLAN’ (B) TRANMERE OIL TERMINAL, ST PAUL’S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED ‘TRANMERE PLAN’

(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST

**PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR
REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT
THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

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

Name of court High Court of Justice Business and Property Court Property Trust and Probate		Claim no.
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)	
	HWF - [] [] [] - [] [] []	
Warrant no. (if applicable)		
Claimant's name (including ref.) (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited		
Defendant's name (including ref.) See Continuation Sheet		
Date	19 April 2022	

1. What is your name or, if you are a legal representative, the name of your firm?

Squire Patton Boggs (UK) LLP

2. Are you a Claimant Defendant Legal Representative
 Other (please specify) [] [] [] [] [] [] [] [] [] []

If you are a legal representative whom do you represent?

The Claimants

3. What order are you asking the court to make and why?

Interim injunctions to prevent persons unknown, in connection with the 'Extinction Rebellion' and 'Just Stop Oil' campaigns, from entering or remaining on various sites and from obstructing vehicular entrances and exits, in the form of the attached order, together with further directions.

Application for alternative and abridged service of proceedings, pursuant to CPR 6.15, 6.27 and 81.4(2)(c) and (d).

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with? at a hearing without a hearing
 at a telephone hearing

6. How long do you think the hearing will last? Hours Minutes
Is this time estimate agreed by all parties? Yes No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

Deputy Judge

9. Who should be served with this application?

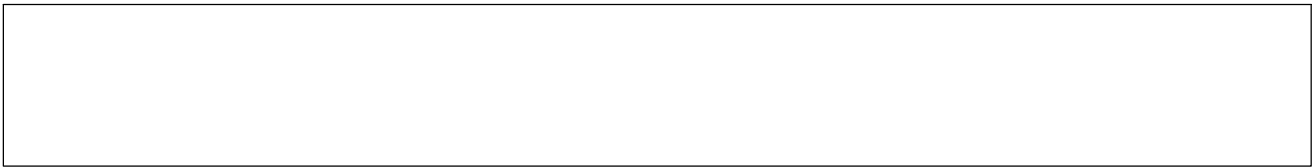
See draft order

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- the attached witness statement
- the statement of case
- the evidence set out in the box below

If necessary, please continue on a separate sheet.



Statement of Truth

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

- I believe that the facts stated in section 10 (and any continuation sheets) are true.
- The Applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature



- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day Month Year

19	4	2022
----	---	------

Full name

David Christopher Holland

Name of applicant's legal representative's firm

Squire Patton Boggs (UK) LLP

If signing on behalf of firm or company give position or office held

Partner

Applicant's address to which documents should be sent.

Building and street

6 Wellington Place

Second line of address

Town or city

Leeds

County (optional)

Postcode

L S 1 4 A P

If applicable

Phone number

0113 284 7000

Fax number

DX number

Your Ref.

DH4/ESS.036-0023

Email

David.Holland@squirepb.com

IN THE HIGH COURT OF JUSTICE

Claim No:

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH LIMITED**

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- and -

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REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR
REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT
THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET

IN THE HIGH COURT OF JUSTICE

Claim No

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

The Honourable Mr/Mrs Justice [...]

[... the day of April 2022]

B E T W E E N:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH LIMITED**

Claimants

-and-

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**BIRKENHEAD SHOWN EDGED BLUE ON THE
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OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND
EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD,
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CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT
NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD,
NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE
AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON
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'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP
OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES
OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES
MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED WITH
AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

Draft ORDER

**IF YOU THE WITHIN NAMED DEFENDANTS AND PERSONS UNKNOWN OR ANY
OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO
BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT
AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED**

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

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON the hearing of the Application Notice dated [...] (“the Application Notice”).

AND UPON reading the Witness Statement of John Barden dated [...].

AND UPON hearing Leading Counsel for the Claimants, Katharine Holland QC, and Junior Counsel for the Claimants, Yaaser Vanderman.

AND UPON the Court accepting the undertakings set out in Schedule 1 to this Order.

AND UPON the Claimant indicating that by seeking this Order it is not intended to prohibit lawful protest and acknowledging that this Order does not prohibit such prohibit lawful protest.

IT IS ORDERED THAT:

The Injunctions

1. Until trial or further order, the First Defendants shall not, without the consent of the First Claimant, enter or remain upon the First Claimant’s land at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB shown edged red (save for the areas hatched blue and orange) on the ‘Stanlow Plan’ at Schedule 2 to this Order (“the Stanlow Terminal”);
or
2. Until trial or further order, the Second Defendant shall not obstruct or otherwise interfere with the First Claimant’s access over and along the road section shown shaded yellow on the ‘Stanlow Plan’ at Schedule 2 to this Order.

3. Until trial or further order, the Third Defendant shall not obstruct or otherwise interfere with the vehicular entrances and exits to the Stanlow Terminal which are shown marked “A”, “B” and “C” on the ‘Stanlow Plan’ at Schedule 2 to this Order;
4. Until trial or further order, the Fourth Defendant shall not, without the consent of the Second Claimant, enter or remain on the Second Claimant’s land at:
 - (a) The parts of the Stanlow Terminal which are shown hatched blue on the ‘Stanlow Plan’ at Schedule 2 to this Order; or
 - (b) Tranmere Oil Terminal, St Paul’s Road, Birkenhead CH42 1LQ shown edged blue on the ‘Tranmere Plan’ at Schedule 2 to this Order (“the Tranmere Terminal”).
5. Until trial or further order, the Fifth Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Tranmere Terminal which is shown marked “A” on the ‘Tranmere Plan’ at Schedule 2 to this Order.
6. Until trial or further order, the Sixth Defendant shall not, without the consent of the Third Claimant, enter or remain on the Third Claimant’s land at Northampton Oil Terminal, 25 St James Mill Road, Northampton, NN5 5JN shown edged red (save for those parts edged blue) on the ‘Northampton Plan’ at Schedule 2 to this Order (“the Northampton Terminal”).
7. Until trial or further order, the Seventh Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.

Interpretation of this Order

8. A Defendant who is ordered not to do something must not do it himself/herself/themselves or in any other way. He/she/they must not do it through

another acting in his/her/their name or on his/her/their instructions or with his/her/their encouragement.

Variation of this Order

9. The Defendants or any other person affected by this Order or served or notified of this Order may apply to the Court at any time to vary or discharge it (or so much of it as affects that person) but if they wish to do so they must inform the Claimants' solicitors immediately (and in any event not less than 24 hours before the hearing of any such application). If any evidence is to be relied upon in support of such an application, the substance of it must be communicated in writing to the Claimants' solicitors at least 12 hours in advance of any hearing.
10. Any person applying to vary or discharge this Order must provide their full name and address, an address for service, and must also apply to be joined as a named defendant to the Claim at the same time.
11. The Claimants have permission to apply to extend or vary this Order or for further directions.

Return Date

12. There shall be a return date hearing to be listed on [...] ("the Return Date"), with a time estimate of 3 hours. Any party disagreeing with the time estimate should notify the Court as soon as possible.
13. Any Defendant who proposes to attend and oppose the order on the Return Date shall file a skeleton argument and any evidence to be relied upon by no later than 10 am on [...].

Service by an Alternative Method

14. Pursuant to CPR 6.15, 6.27 and 81.4.2(c) and (d), the Claimants are permitted, in addition to any personal service, to serve this Order, the Claim Form, the Response Pack,

the Application Notice, the Witness Statement of John Barden dated [...] (and exhibits thereto) and any other applications (and evidence in support) and orders in this Claim (“the Documents”) by:

(a) providing copies of the Documents (together with a notice which states that copies of the Documents may be viewed at the web link referred to in Paragraph 14(b) of this Order) in clear transparent sealed containers at:

- (i) each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, which are marked with an “A” on the ‘Stanlow Plan’, ‘the Tranmere Plan’ and ‘the Northampton Plan’ at Schedule 2 to this Order;
- (ii) 1 other prominent location at each of the said Terminals.

(b) posting copies of the Documents at the following web link: [...];

(c) fixing warning notices, in a size of not less than A2, which:

- (i) In the case of the Stanlow Terminal, shall be in the form set out in the ‘Stanlow Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exits to the Stanlow Terminal, which are shown marked with an “A” on the ‘Stanlow Plan’ at Schedule 2 to this Order;
- (ii) In the case of the Tranmere Terminal, shall be in the form set out in the ‘Tranmere Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exits to the Tranmere Terminal, which are shown marked with an “A” on the ‘Tranmere Plan’ at Schedule 2 to this Order;
- (iii) In the case of the Northampton Terminal, shall be in the form set out in the ‘Northampton Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.

(d) sending an email to the following email addresses with the information that copies

of the Documents may be viewed at the weblink referred to in Paragraph 14(b) of this Order:

[...]

[...]

15. Pursuant to CPR 6.15(3), 6.27 and 81.4(2)(c), service of this Order, the Claim Form, the Response Pack, the Application Notice, the Witness Statements (and exhibits thereto) and the Application Notice in respect of the Return Date shall be deemed to have been effected 1 day after they have been served by the methods identified in Paragraph 14 of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

16. Pursuant to CPR 6.15(3), 6.27 and 81.4(2)(c), service of any Documents other than those referred to in Paragraph 15 shall be deemed to have been effected 1 day after they have been served by the methods identified in sub-paragraphs 14(a), (b) and (d) of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

17. Pursuant to CPR 6.15(4), the period for service of any acknowledgement of service, admission or defence shall be 42 days.

18. This Order shall be served by the Claimants on the Defendants.

Costs

19. Costs reserved.

Communications with the Claimants

20. The Claimants' solicitors and their contact details are:

FAO David C. Holland

Squire Patton Boggs (UK) LLP

6 Wellington Place

Leeds LS1 4AP

E: david.holland@squirepb.com

T: 0113 284 7014

Reference: DH4/ESS.36-23

Communications with the Court

21. All communications about this Order shall be sent to

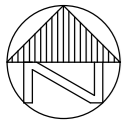
Court Manager
High Court of Justice
Chancery Division
Rolls Building
7 Rolls Building
Fetter Lane
London
EC4A 1NI

The telephone number is 020 7947 7501. The offices are open weekdays 10 am to 4.30pm.

DATED:

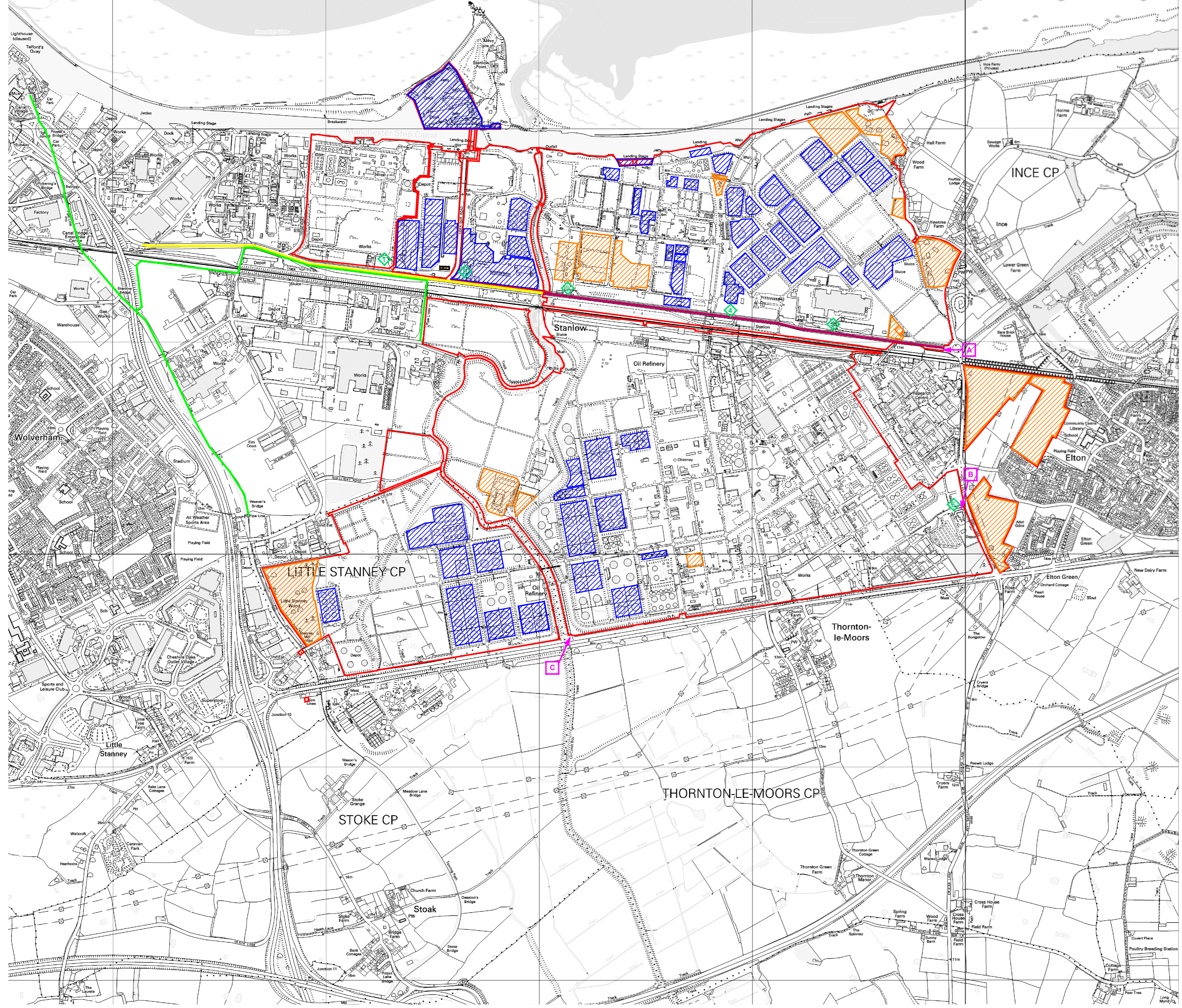
Service of the order

The court has provided a sealed copy of this order to the serving party: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP

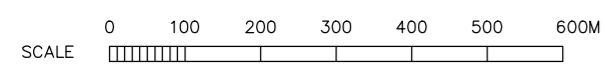


ELLESMERE PORT

ORDNANCE SURVEY MAPS WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICES, © CROWN COPYRIGHT. ORDNANCE SURVEY MAP SHEETS SJ47NW, NE, SE & SW HAVE BEEN USED TO CREATE THIS DRAWING



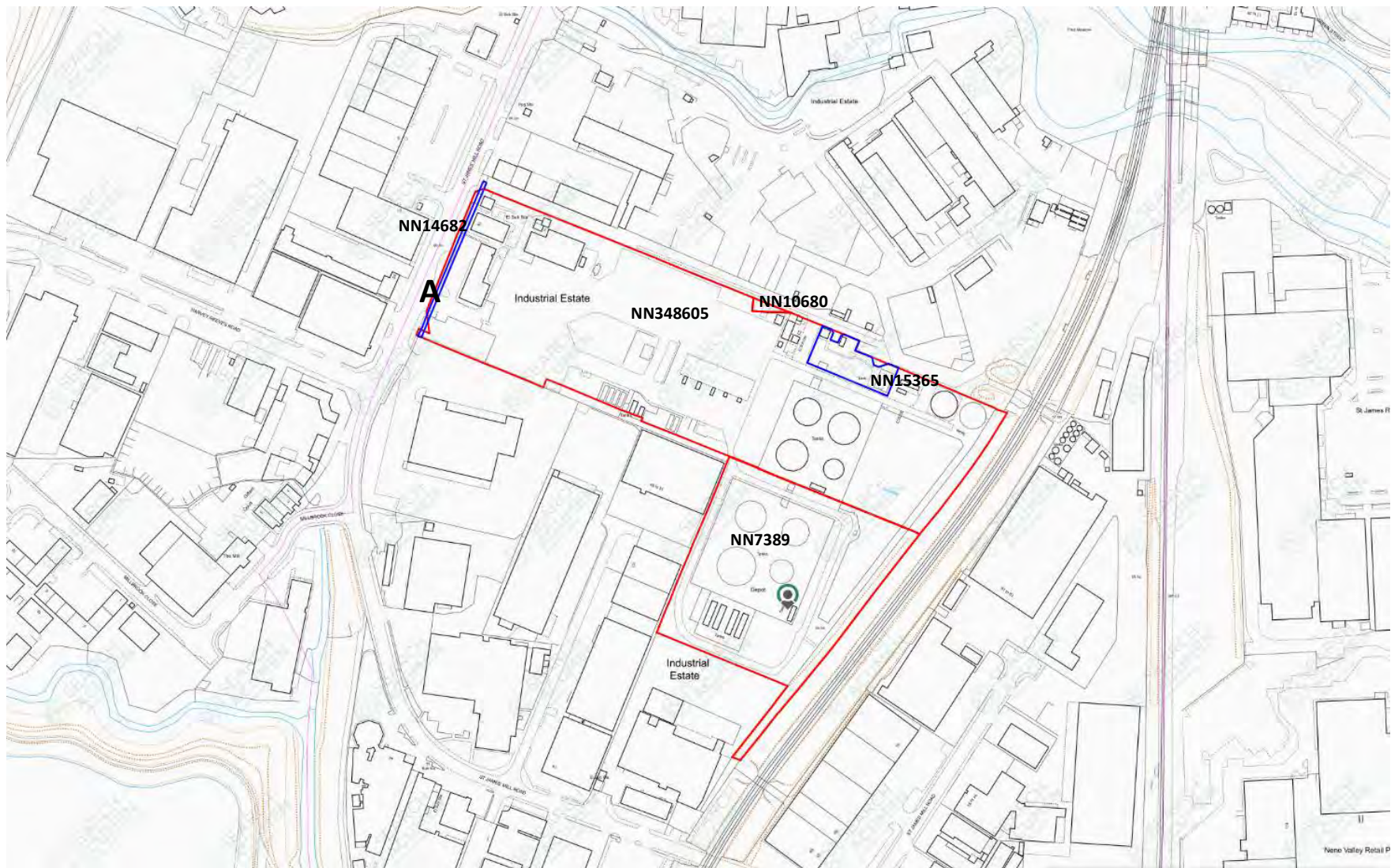
- KEY**
- Oil Sites Road - Essar Owned
 - Oil Sites Road - Peel Owned (Scale Approx)
 - Extent of Essar Freehold & Leasehold Interests
 - Public rights of way
 - Essar land leased to Stanlow Terminals Limited
 - Essar land leased to Third Parties
 - ◇ Stanlow Refinery Gates
 - ← A Stanlow Refinery Road Access Point



Title: STANLOW PLAN
Drawing No. 00878835 Revision 0
Issue Date: April 2022
Drawn: Allister Clark

**Sublease
Title Number: MS680708**





HIGH COURT INJUNCTION

HIGH COURT ORDER, DATED [] (Claim no. [])

On [], the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until [], when it will be considered at a further hearing.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the First, Second and Third Defendants in the Order.

This prevents, without consent:

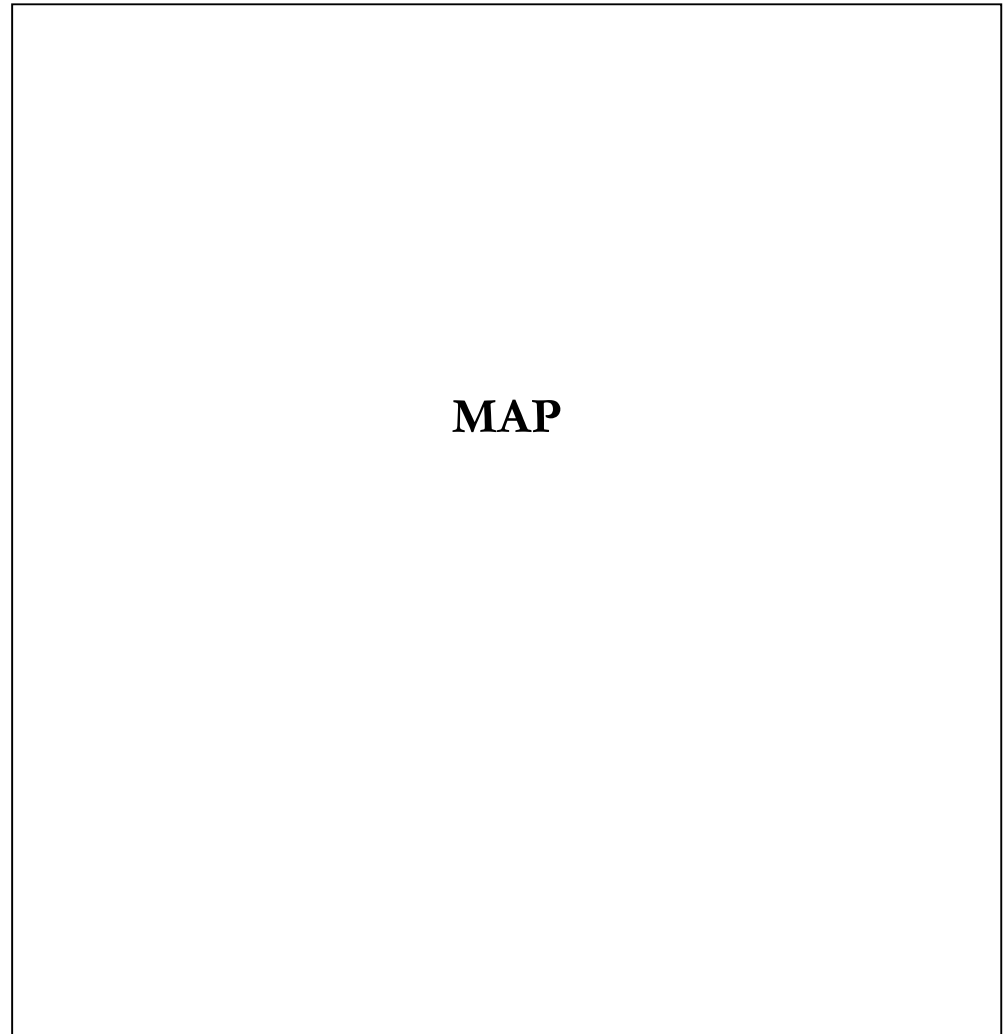
- Entering or remaining upon the land edged red (including those areas hatched blue but not those areas hatched orange)
- Obstructing or otherwise interfering with: access over and along the road shaded yellow; or, the entrances and exits marked “A”, “B” and “C”

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ROADS/ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed here:

Claimants’ solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: [], email address: [])



HIGH COURT INJUNCTION

HIGH COURT ORDER, DATED [] (Claim no. [])

On [], the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until [], when it will be considered at a further hearing.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Fourth and Fifth Defendants in the Order.

This prohibits, without consent:

- Entering or remaining upon the land edged blue
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed here: [\[insert link\]](#)

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: [], email address: [])

MAP

HIGH COURT INJUNCTION

HIGH COURT ORDER, DATED [] (Claim no. [])

On [], the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until [], when it will be considered at a further hearing.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Sixth and Seventh Defendants in the Order.

This prevents, without consent:

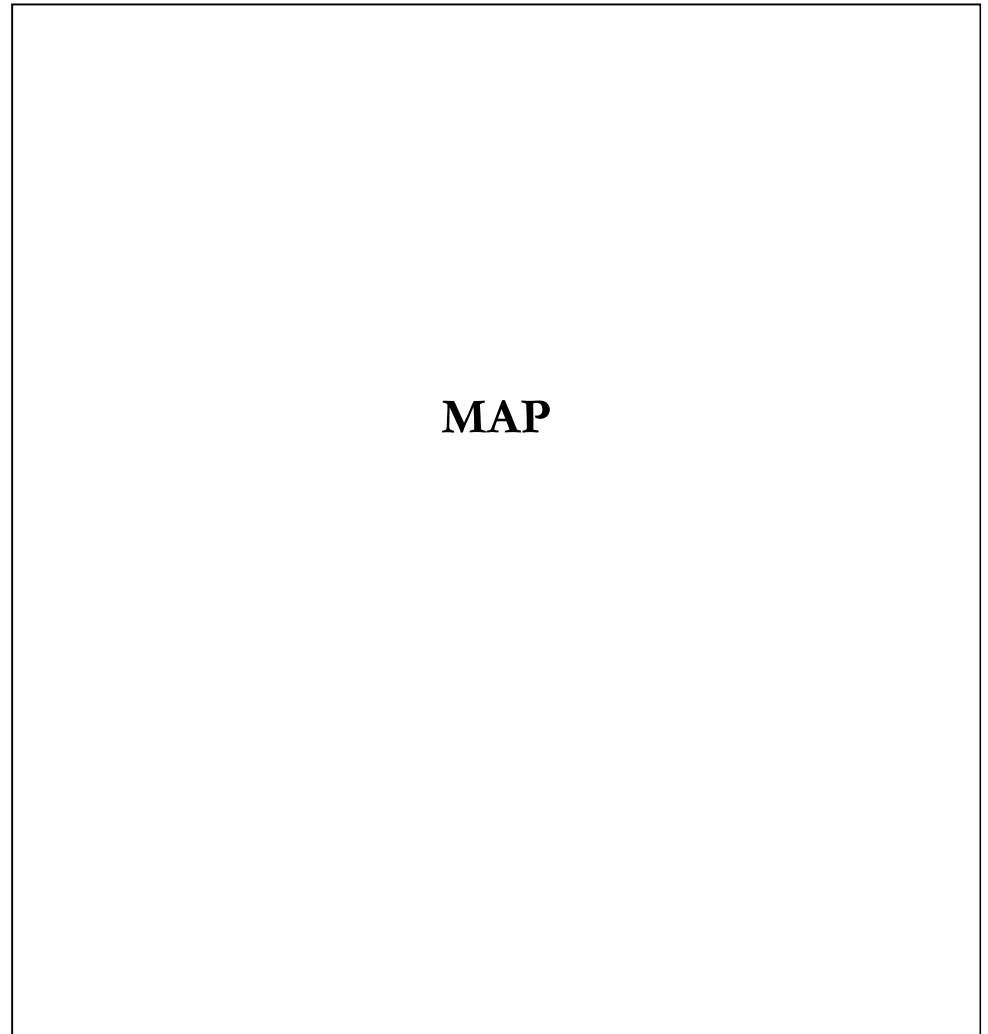
- Entering or remaining upon the land edged red (except those parts edged blue)
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed here:

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: [], email address: [])



On behalf of: the Claimants
Made by: Jonathan Peter Barden
Exhibit: JB1
Made on: 19 April 2022

IN THE HIGH COURT OF JUSTICE

Claim No

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'**
- (2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'**

- (3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'**
- (4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'**
- (5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**
- (6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**
- (7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON**

**NN5 5JN SHOWN MARKED WITH AN “A” ON THE
ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

WITNESS STATEMENT OF JONATHAN PETER BARDEN

I, **JONATHAN PETER BARDEN**, of Essar Oil (UK) Limited, The Administration Building 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, CH65 4HB will say:-

- 1 I am the Chief Operating Officer of Essar Oil (UK) Limited (“**Essar**”) and I confirm that I am duly authorised to make this Witness Statement on behalf of Essar and its subsidiaries in this claim.
- 2 I joined Essar in August 2019 and was appointed Chief Operating Officer in January 2020. I am a graduate chemical engineer and fellow of the UK Institution of Chemical Engineers. I have over 35 years of oil refining experience having multiple roles in Operations, Technical Services Commercial and Project working in 10 refineries across 6 countries.
- 3 Within Essar I am responsible for all aspects of the operations undertaken at Stanlow Oil Refinery and Tranmere Oil Terminal to ensure that the petrochemical refining processes and equipment operate efficiently and safely. My role gives me a broad overview of all aspects of Essar’s business, including those of its subsidiaries. I am aware of and qualified to comment on the potential impact on Essar’s business and its subsidiaries caused by operational interruptions.
- 4 I make this statement in support of the application for an interim injunction in the terms of the draft order that has been shown to me (the “**Application**”).

- 5 This statement has been prepared following discussions with the Essar's solicitor over the telephone.
- 6 The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 7 There is now produced and shown to me a paginated bundle of true copy documents marked "**JB1**". All references to documents in this statement are to **Exhibit JB1** unless otherwise stated.

Essar

- 8 Essar is part of the Essar Group, a global group of companies. Essar is a leading energy company in the UK, specialising in production, storage and distribution of refined petroleum products, including a major supplier of road transport and jet fuels within the UK economy.
- 9 Essar and its relevant subsidiary companies own a network of interconnected oil refinery and oil terminal facilities, including Stanlow Refinery located at Ellesmere Port in Liverpool and three other oil terminal facilities at Northampton, Tranmere and Kingsbury in Tamworth. I refer to a map showing the location of each of the sites at page 1 of Exhibit **JB1**.
- 10 I refer to the Essar corporate structure chart that provides an overview of Essar's UK operations and corporate arrangements at page 2 of Exhibit **JB1**.
- 11 I have summarised below details of the key strategic sites, including details of the legal proprietors of each site and copies of the registers of title and title plans¹ together with copies of the leases held by Essar and/or companies within the Essar Group are enclosed at pages 3-489 of Exhibit **JB1**:

¹ Please note some title plans have not been included where copies are awaited from HM Land Registry.

PROPERTY	ADDRESS	TITLE NUMBERS	REGISTERED PROPRIETORS
Stanlow Oil Refinery	Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB	<p><u>Freehold:</u></p> <p>CH483757 CH606018 CH524310 CH483759 CH293434 CH605996 CH483630 CH613111 CH105718 CH493838 (Note: current registered proprietor is Shell Chemicals U.K. Limited but title backdated to February 2020)</p> <p><u>Leasehold:</u></p> <p>CH606115 (granted out of part of freehold CH531237 owned by Chester Diocesan Board Of Finance)</p> <p>CH685790 (granted out of freehold CH533564 owned by The Manchester Ship Canal Company Limited)</p> <p>Lease dated 31 December 2019 made between (1) Essar Oil (UK)</p>	<p><u>Freehold:</u></p> <p>Essar Oil (UK) Limited</p> <p><u>Leasehold:</u></p> <p>Essar Oil (UK) Limited (CH685790 and CH606115)</p> <p>Stanlow Terminals Limited (unregistered lease/titles pending registration)</p>

		<p>Limited (2) Stanlow Oil Terminal Limited and (3) Essar Energy Limited</p> <p>Leases pending at the Land Registry:</p> <p>Lease of Oil Refinery Gantries dated 31 December 2019 made between (1) Essar Oil (UK) Limited and (2) Stanlow Oil Terminal Limited (granted out of freehold CH483757)</p> <p>Lease of Land at Stanlow Oil Refinery dated 31 December 2019 made between (1) Essar Oil (UK) Limited and (2) Stanlow Oil Terminal Limited (granted out of freehold CH483757, CH483759, CH606018)</p> <p>Lease of part of Office Building dated 31 December 2019 made between (1) Essar Oil (UK) Limited and (2) Stanlow Oil Terminal Limited (granted out of freehold CH493838)</p>	
Tranmere Oil Terminal	Birkenhead	<u>Freehold:</u>	<u>Freehold:</u>

		<p>MS522538</p> <p><u>Leasehold:</u></p> <p>MS562863 (granted out of freehold MS522538)</p> <p>MS656931 (granted out of freehold MS522538, reversionary lease from 1 January 2032 following expiry of leasehold MS562863)</p> <p>MS680708 (granted out of leasehold MS562863)</p> <p>Lease dated 31 December 2019 made between (1) Essar Oil (UK) Limited (2) Stanlow Oil Terminal Limited and (3) Essar Energy Limited (granted out of leasehold MS562863 and is reversionary lease from 1 January 2032 following expiry of leasehold MS680708)</p> <p><u>Access Road to Tranmere:</u></p> <p>MS178896</p>	<p>The Mersey Docks And Harbour Company Limited</p> <p><u>Leasehold:</u></p> <p>Essar Oil (UK) Limited (MS562863 and MS656931)</p> <p>Stanlow Terminals Limited (MS680708)</p> <p>Access Road:</p> <p>Merseyside County Council (MS178896)</p>
Kingsbury Terminal	Piccadilly Way, Kingsbury, Tamworth B78 2HA	<p><u>Freehold:</u></p> <p>WK355176</p> <p>WK457756</p>	<p><u>Freehold:</u></p> <p>Joint proprietors: Shell U.K. Limited & Essar Midlands</p>

		<p>WK459156</p> <p>WK490322</p> <p><u>Leasehold:</u></p> <p>None registered</p> <p>Please note: the oil terminal equipment itself falls within titles WK355176 and WK459156 jointly owned with Shell U.K. Limited</p>	<p>Limited (WK355176 and WK457756 and WK459156)</p> <p>Essar Midlands Limited (WK490322) (a 100% owned subsidiary of Essar)</p>
Northampton Fuel Terminal	25 St James Mill Road, Northampton NN5 5JN	<p><u>Freehold:</u></p> <p>NN7389</p> <p>NN10680</p> <p>NN348605</p> <p><u>Leasehold:</u></p> <p>NN15365</p> <p>NN14682</p>	<p><u>Freehold:</u></p> <p>Infranorth Limited (a 100% owned subsidiary Essar Midlands Limited)</p> <p><u>Leasehold:</u></p> <p>United Kingdom Oil Pipelines Limited (NN14682 and NN14682)</p>

- 12 For the purposes of my statement, where I refer to the “Sites” I reference all of the sites detailed above collectively.

Stanlow Refinery

- 13 The Stanlow Refinery is a key strategic, national and regional asset, part of critical infrastructure, producing over 16% of the total output of road transport fuels in the United Kingdom annually and a major strategic site in the national petrochemical industry focused on leading the process of transitioning to a low carbon energy sector.
- 14 The Stanlow Refinery is used for a variety of purposes including:
 - 14.1 Production of refined fuel products from crude oil;
 - 14.2 Storage of crude oil and refined fuel products in large storage tanks;
 - 14.3 Road terminal business, operated through STL;
 - 14.4 the output of refined petroleum products from the Stanlow Refinery leaves via a number of routes:
 - 14.4.1 pipelines – for example: via the Manchester Jet Line pipeline to Manchester Airport; to Carrington Manchester via the North West Ethylene Pipeline; and, to Kingsbury and Northampton Oil Terminals via UK Oil Pipeline Network for onwards distribution by truck within the Midlands;
 - 14.4.2 by road from the facilities known as the Stanlow Gantries described below; and
 - 14.4.3 by boat – via the Manchester Ship Canal which runs along the northern boundary of the site or via pipeline and the Tranmere Oil Terminal.
- 15 Essar is the freehold and leasehold proprietor of the land and buildings at Stanlow Refinery, Ellesmere Port comprised in the titles set out in the table above and exhibited at pages 3-93 of Exhibit JB1 (the “**Stanlow Refinery**”). I refer to a plan of the Stanlow Refinery at page 490 of Exhibit **JB1** (the “**Stanlow Plan**”). The Stanlow Refinery extends to approximately 1900

acres and was acquired by Essar in 2011 from Shell. Located within the Stanlow Refinery is the Main Administration Office that is the registered head office of Essar and used under licence by Stanlow Terminals Limited a wholly owned subsidiary of Essar (“**STL**”).

- 16 STL is the leasehold proprietor of those parts of the site shown hatched blue on the Stanlow Plan and is the owner and operator of the road terminal business operated from the site, involving the collection and transportation of refined petroleum products by road from 23 dedicated loading gantries located within the refinery as shown marked gate 2 on the Stanlow Plan at page 490 of Exhibit **JB1**.
- 17 Other parts of the Stanlow Refinery are leased to unrelated third parties and these areas are shown hatched orange on the Stanlow Plan, however I understand that these occupational interests do not form part of the application.
- 18 The main access and egress routes serving the Stanlow Refinery is by way of a private road, known as Oil Sites Road, shown by the purple and yellow line on the Stanlow Plan. The eastern section of Old Sites Road shown marked by the purple line on the Stanlow Plan is within the freehold ownership of Essar (registered under title CH483757) and comprises the eastern access to the Stanlow Refinery where it connects to the public highway onto Poole Lane at the point marked A on the Stanlow Plan. The western section of Old Sites Road shown marked by the yellow line on the Stanlow Plan forms part of the western access to the Stanlow Refinery. The access points and gates to Stanlow Refinery are also shown in the aerial photos at pages 491-510 of Exhibit **JB1**. The western section of Oil Sites Road is located immediately adjacent to that within Essar and STL’s relevant titles, and marked by the yellow line falls within Land Registry title CH551499 owned by Peel L&P (Ports) Limited (the “**Peel Road Section**”). A copy of the register of title and title plan for CH551499 is at pages 511-520 of Exhibit **JB1**.

19 I am aware that Essar enjoys rights of way over the Peel Road Section under the following conveyances of land:

19.1 Conveyance dated 22 September 1920 and made between (1) The Manchester Ship Canal Company (2) William Deacon's Bank Limited and (3) The British Mexican Petroleum Company Limited (the "1920 Conveyance"); and

19.2 Conveyance dated 6 July 1938 made between (1) The Manchester Ship Canal Company (2) William Deacon's Bank and (3) Shell Refineries Limited (the "1938 Conveyance").

19.3 This is also supported by the Deed dated 31 July 2011 made between (1) Shell U.K. Limited (2) Shell Chemicals U.K. Limited (3) Peel Land and Property (Ports) Limited and (4) The Manchester Ship Canal Company Limited (the "2011 Deed").

I refer to copies of the 1920 Conveyance, 1938 Conveyance and 2011 Deed at pages 521-572 of Exhibit **JB1**.

20 In addition to access point A leading to Oil Sites Road, there are two further access/egress points shown marked B and C on the Stanlow Plan. Access along the routes leading into the Stanlow Refinery from points B and C for certain types of vehicles is restricted and it is difficult to accommodate the volume of oil tankers and other large vehicles that attend the Stanlow Refinery on a daily basis. Further, neither access point B nor C would enable emergency service vehicles to access the whole of the Stanlow Refinery site, in particular the areas to the north of Oil Sites Road, in the event access to Oil Sites Road was restricted for any reason. There are approximately 300-400 road fuel tankers that visit the Stanlow Refinery each day for the purposes of collecting and transporting refined petroleum products, together with a range of other service providers that regularly attend site using Heavy Goods Vehicles. In addition, Essar employs approximately 740 employees with a further c. 500 contractor personnel. Each day approximately 500-700

cars attend the site and, overall, there are approximately 1000 people that attend the Stanlow Refinery each day.

- 21 Finally, I am aware from the information available from Cheshire West and Chester Council's register of public rights of way that there is a public footpath (Route Code: 334/FP37/3) which runs alongside Oil Sites Road from just west of the junction with Indigo Road until the footpath turns off from Oil Sites Road just west of the junction to Corridor Road and runs south until the footpath meets Bridges Road. The public footpath is shown by a green line on the Stanlow Plan at page 490 of Exhibit **JB1**. I understand however that no relief is sought in respect of the public right of way as part of the application made by Essar or STL.

Tranmere Oil Terminal

- 22 The Tranmere Terminal is situated on the River Mersey and is used exclusively for the import of crude oil and diesel/GTL that is transferred to the Stanlow Refinery by two pipelines (YP1251 (crude)) and YP3460 (diesel)) which run cross-country for approximately 15 miles from Tranmere to Stanlow.
- 23 Essar is the long leasehold proprietor of the oil facility located at land known as Tranmere Oil Terminal located at Birkenhead on the River Mersey under a lease dated 12 March 2009 made between (1) The Mersey Docks and Harbour Company and (2) Shell U.K. Limited comprised in leasehold title number MS562863 exhibited at pages 313-359 and 295-300 of Exhibit **JB1** (the "**Tranmere Terminal**") respectively. Essar also holds a reversionary lease of Tranmere Terminal dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited (2) Essar Oil (UK) comprised in leasehold title number MS656931 exhibited at pages 360-422 and 302-305 of Exhibit **JB1** respectively.
- 24 The Tranmere Terminal is underlet to Stanlow Terminals Limited ("**STL**") under an underlease dated 31 December 2019 made between (1) Essar Oil (UK) Limited (2) Stanlow Oil Terminal Limited and (3) Essar Energy Limited

comprised in leasehold title number MS680708 exhibited at pages 373-422 and 307-311 of Exhibit **JB1** respectively. STL also has a reversionary lease of even date between the same parties exhibited at pages 423-431 of Exhibit **JB1**. STL is responsible for day to day operation of the Tranmere Facility on behalf of Essar that is the operator for regulatory purposes. I refer to a plan showing the extent of STL's leasehold interest edged blue on the plan enclosed at page 573 of Exhibit **JB1** (the "**Tranmere Plan**"). For the purposes of this injunction application it is the area edged in blue on the Tranmere Plan that is included.

- 25 Access to the Tranmere Terminal is off the land on the north east side of Mersey Road, a public highway owned by Merseyside County Council within freehold title MS178896, up to the roundabout. The main access point is shown at position marked A on the Tranmere Plan. The access point and gates to Tranmere Terminal are also shown in the aerial photos at pages 574-580 of **Exhibit JB1**.

Northampton Terminal

- 26 Northampton Terminal is located in central Northampton, at 25 St James' Mill Road as shown on the plan enclosed at page 581 of Exhibit **JB1** (the "**Northampton Plan**").
- 27 The site is owned and operated by Infranorth Ltd, a wholly owned subsidiary of Essar Midlands Limited ("**EML**") (a wholly owned subsidiary of Essar), and the registered freehold proprietor of the site under Land Registry Title Numbers NN7389, NN10680, NN348605 (pages 462-477 of Exhibit **JB1**).
- 28 The Northampton Terminal is used for the purposes of storing gasoline, unleaded BOB, gasoline super unleaded and diesel products. There are eight employees at Northampton, supported by contractors, operating in six shifts and running a 24-hour, 7-day a week operation, and 52-weeks of the year.

- 29 Access to the Northampton Terminal is directly off the public highway on St James' Mill Road and the main access point is shown at position marked A on the Northampton Plan. The access points and gates to Northampton Terminal are also shown in the aerial photos at pages 582-585 of **Exhibit JB1**.

Kingsbury Terminal

- 30 Kingsbury Terminal is located at Piccadilly Way, Tamworth B78 2HA as shown on the photograph enclosed at page 586 of Exhibit **JB1**.
- 31 The site is owned and operated as a joint venture between EML and Shell UK Limited, who are the joint registered freehold proprietors of the site under Land Registry Title Numbers WK355176, WK457756 and WK459156 (pages 440-456 of Exhibit **JB1**). EML also wholly own the land within adjacent title WK490322 but none of the terminal equipment is situated within that parcel of land. There is a single access and egress point leading from the Kingsbury Terminal to and from the public highway at Piccadilly Way.
- 32 The Kingsbury Terminal, operated by Shell UK Limited, is used for the storage of gasoil, kerosene, diesel, jet, gasoline unleaded BOB, gasoline super unleaded and ethanol, as well as a number of additives and marker dyes. Products are stored on site in 14 tanks with a total storage capacity of 101m litres. The terminal is pipeline fed and there are eight vehicle loading gantries, which allows approximately 220 road loadings daily. The terminal is operated in six shifts running a 24-hour, 7-day a week operation, 52-weeks of the year.
- 33 I am advised that separate legal proceedings seeking injunctive relief in relation to the Kingsbury Terminal have been pursued by Shell UK Limited, with the full cooperation of EML. I am also aware that the local authority, Warwickshire County Council, has also obtained injunctive relief in respect of land including Kingsbury Terminal. For this reason alone no relief is sought in respect of the Kingsbury Terminal as part of these proceedings.

Regulation of Essar's Business

- 34 The business and operations undertaken by Essar and related companies from the Sites are subject to a strict regulatory regime, principally regulated by the Health and Safety Executive and Environment Agency. I have summarised below the main regulations that the business is required to comply with at all times in undertaking its operations.

Dangerous Substances and Explosive Atmospheres Regulations 2002 ("DSEAR")

- 35 Essar and its subsidiaries are subject to DSEAR which imposes duties upon to: identify dangerous substances in the workplace and the risks relating to these; put control measures in place to remove or reduce risks; put in place measures to reduce effects of any incidents involving dangerous substances; prepare plans and procedures to deal with incidents, accidents and emergencies involving dangerous substances; inform employees as to the risks and train them accordingly; and identify areas where explosive atmospheres may occur and avoid ignition sources in those areas.
- 36 We are also subject to the Control of Substances Hazardous to Health Regulations 2002 (as amended) ("**COSHH**").

COMAH Regulation

- 37 Each of the Sites is designated as a top tier site under the Control of Major Accident Hazards Regulations 2015 ("**COMAH**") and potentially dangerous due to the quantity of dangerous substances present on each site.
- 38 Essar and its subsidiaries are tightly regulated under the COMAH regime and is required to comply with a range of strict regulations overseen by the COMAH Competent Authority including the Health and Safety Executive and The Environment Agency, responsible for regulating onshore major hazards industry in the United Kingdom.

39 The standard COMAH requirements apply to all COMAH operators, with additional COMAH requirements applying where businesses increase their inventories of dangerous substances (above the relevant top-tier threshold) (“**Top-Tier COMAH Operators**”). It is a legal duty for Top-Tier COMAH Operators to:

39.1 Provide COMAH notifications: where the increased quantity of dangerous substances on site equals or exceeds COMAH thresholds, it is a legal requirement to inform the COMAH Competent Authority (“**CA**”) of the change;

39.2 Obtain a hazardous substances consent: planning control that enables a hazardous substances authority to consider whether the presence of a significant quantity of a hazardous substance is appropriate, having regard to the risk to the community;

39.3 Prepare and keep a major accident prevention policy, being a statement of general intent that should set out the policy on the prevention of major accidents;

39.4 Take all measures necessary to prevent major accidents and limit consequences to people and the environment;

39.5 Prepare a COMAH safety report which will need to be sent to the CA as part of a demonstration that all measures necessary have been taken to prevent major accidents and to limit the consequences to people and the environment of any that do occur;

39.6 Prepare and test an on-site emergency plan to ensure that the consequences of a major accident at a COMAH site are minimised through the provision of effective on-site emergency planning and response arrangements and, where necessary, dovetailing with the off-site emergency plans prepared by local authorities under COMAH or civil contingencies legislation;

- 39.7 Supply information to local authorities for off-site emergency planning purposes to enable them to prepare, review, revise and test off-site emergency plans for dealing with the off-site consequences of major accidents at top-tier sites; and
- 39.8 Provide certain information to the public: the CA determines the area around an establishment (i.e. the public information zone) ("PIZ") (different zones "inner zone" to "outer zone" representing different levels of risk to life) to which this duty applies and the operator will have to provide the information accordingly.
- 40 Essar has submitted a report and plans, as set out above, for each of its Sites, to the CA. The majority of the land comprised in the Stanlow Refinery, Tranmere Terminal, Kingsbury Terminal and Northampton Terminal are within the "inner zones", within close proximity to equipment that is classed as a Major Hazard Installation, where the risks and hazards are greatest.
- 41 The business is subject to an extensive visit schedule, across 200 days, some of which involve aspects under COMAH. I am aware that a site visit is due to take place, at Stanlow Refinery, on 27 April 2022. The Claimant(s) must regularly review and consider their submissions and plans submitted under COMAH and revise this if circumstances change.
- 42 It is important to mention that, whilst employees who are trained and wear PPE as appropriate, take an inherent accepted risk as part of their employment, members of the public, including those engaged in direct action, do not accept such risk and would therefore be endangered by trespassing and entering any of the Sites within the "inner zones" (and at risk pursuant to the COSHH regulations).
- 43 As part of undertaking our operation, we regularly engage with a Counter Terrorism Security Advisor ("CTSA") as each of the Sites and the operations undertaken form part of critical infrastructure, which carries the risk of being

targeted for terrorism at any one of the Sites. This is due to there being dangerous substances on site as well as being in close proximity to port facilities. There is historic evidence of refineries having been targeted by terrorists (e.g. Aramco's Jeddah oil depot was recently attacked). We have legitimate concern that an individual or terrorist group may conceivably use the means of direct action as a means to carry out dangerous activities to any of the Sites.

Just Stop Oil and Extinction Rebellion

- 44 In recent weeks, from approximately March 2022, a group known as 'Just Stop Oil' has organised direct action at a number of high profile public events campaigning against the future licensing and production of fossil fuels. I understand that the group was formed in January 2022. According to its website (www.juststopoil.org) the group is a "...coalition of groups working together to ensure the Government commits to halting fossil fuel licensing and production" demanding that "...the government immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK".
- 45 I am aware that there has been widespread publicity relating to the activities of Just Stop Oil and Extinction Rebellion including extensive media coverage and posts on social media sites, including Twitter, as detailed below. I refer to a series of relevant media articles and social media posts statements relating to the activities of Just Stop Oil' and Extinction Rebellion at pages 587-737 of Exhibit **JB1**.
- 46 In March 2022, I am aware that the group organised protests at the British Academy of Film and Television Awards in London and three Premier League football matches.
- 47 I am aware that since 31 March 2022 there have been multiple incidents of direct action that have been undertaken by individuals involved with the Just Stop Oil and Extinction Rebellion groups at oil refinery and terminal facilities in England in recent weeks. These incidents have continued throughout this

period, including most recently over the Easter Bank Holiday weekend, with further incidents of direct action taking place at oil facilities in Essex and Kingsbury, close to the Kingsbury Terminal.

- 48 Such action has been widely reported and I am aware has involved the blockading of various oil facilities and access ways, trespassing onto land both over ground and underground by means of tunnelling, and climbing and 'locking on' to oil storage tankers and other equipment, together with oil tankers and other vehicles attending such sites.
- 49 Extinction Rebellion have supported such action against major oil facilities and they have released a number of statements relating to their activities that have been reported through media and social media. I refer to press statements released by Extinction Rebellion in the period 9 March to 14 April 2022, at pages 738-769 of Exhibit **JB1**.
- 50 I have read the most recent public statements released by Extinction Rebellion and it is apparent that further protests involving direct action at oil facilities are planned. In particular, I refer to the recent public statement released by Extinction Rebellion on 12 April 2022 (enclosed at pages 745-748 of Exhibit **JB1**) that states:

"This is why Extinction Rebellion will continue to join the dots through our actions. Disruption is the only power ordinary people have left to change things, to break the law to stop a greater crime taking place. And our actions are working. By causing nonviolent economic disruption at oil facilities with the Just Stop Oil coalition while holding loving, peaceful and defiant resistance in London, we are becoming impossible to ignore and easy to join.... The plan is simple: We will continue to cause disruption until the government agrees to do what the IPCC, the International Energy Agency, the United Nations, its own Committee on Climate Change, and scientists everywhere are saying we absolutely must do now: to end all new fossil fuel investments immediately."

- 51 It is clear that both Extinction Rebellion and Just Stop Oil are intending to carry out further direct action to oil facilities imminently, which presents an obvious risk and major threat to our operations undertaken from each of the Sites. Since the above statement was released, further incidents of direct action have taken place at oil facilities in Essex and Kingsbury in the period 15 to 18 April 2022 as has been widely reported in the media, including the article enclosed at pages 587 to 588 of Exhibit **JB1**.
- 52 It is apparent that there is a very high likelihood that further protests will take place at oil facilities in the short term and that such action is very likely to involve direct action to interfere with the access or operations of those facilities. It is obviously a major concern for Essar that any one of its Sites may be targeted as part of any such action at any time.

Threat of Direct Action to Stanlow Refinery

- 53 On or around 21 March 2022, Essar became aware of the possibility that Just Stop Oil may be planning protest action at or in the vicinity of Stanlow Refinery. In response Essar responded to media enquiries with the following statement on 23 March 2022 as reported in a number of media outlets, including the article published by Fuel Oil News dated 23 March 2022 enclosed at pages 670-671 of Exhibit **JB1**:

“We have been advised of some potential disruption at Stanlow this week. We have been made aware of a campaigning group called ‘Just Stop Oil’ who have the intention of taking potentially disruptive action against participants in the oil sector. Our priority is the safety of our staff, our operations and our local communities. We have a robust and well-practised approach to incident planning and our teams on site have a clear understanding of how to respond well to such events. Management of public order incidents like this is the responsibility of the emergency planning authorities, and we are working closely with them to understand, prepare for and respond to this event. They are closely monitoring the situation and providing us with timely information and practical help and advice.”

- 54 In response, we took steps to increase security at the Stanlow Refinery, both through our own Emergency Response and Security personnel working overtime and by engaging external specialist security personnel, via contractors, Impact Security and County Enforcement Limited, who are experienced in handling direct action.
- 55 Essar has also taken the following additional steps:
- 55.1 Closure of the eastern access point to Oil Sites Road leading from Pool Lane shown marked A on the Stanlow Plan between 7.00pm and 5.00am each day, using installed fixed gates. During the hours of 5.00pm and 7.00pm each day, two security guards check visitors' access;
 - 55.2 The fixed gates both by "Gate 6" and on Oil Sites Road have been closed and manned by security staff each day;
 - 55.3 Two security guards manning the university entrance, shown marked at B on the Stanlow Plan, and, between the hours of 5.00am and 7.00pm each day, one guard is present to allow vehicles out of the site;
 - 55.4 Two security guards retained at all times at a temporary scaffolding barrier gate (which can be locked) at a layby area off Oil Sites Road at Gate 1.
 - 55.5 All vehicular traffic directed to go through Gate 2, which is the main access point to the Road Loading Terminal and also provides access for various other operations, including access to ship loading facilities, and visitors are subject to checks by staff between the hours of 7.00pm and 5.00am each day;
 - 55.6 County Enforcement Limited are engaged to be present on site at the Stanlow Refinery, Monday to Friday, including tactical command unit, dog units and marked vehicles, with authority to allow them to use reasonable force to remove individuals involved in direct action from the site;

- 55.7 Liaising with neighbouring landowner, Chester University, who have added additional security for their own property;
- 55.8 Engaging with our neighbouring landowner, Peel Ports, to keep them aware of the evolving situation;
- 55.9 We are also keeping in daily communication with Cheshire Police, as well as regular contact with CTSA, including as to this application for an injunction, and our communications team is regularly monitoring news outlets and social media platforms assess threat of direct action to both at Stanlow Refinery and the Sites;
- 55.10 Our standard security off-site patrol routes have been widened to allow for further surveillance of the site; and
- 55.11 There are areas at Stanlow Refinery that are able to be accessed by the public, including the public footpath shown coloured green on the Stanlow Plan and through the access points shown marked A to D on the plan, which are required to remain open to enable the day to day access and operation of the site. However, we have increased our security patrols and have but in place specific risk assessments, developed with insight of the County Enforcement, that are being kept up to date and expanded accordingly.
- 56 The company continues to monitor events, including liaising closely with the Police and monitoring media and social media channels connected with Just Stop Oil and Extinction Rebellion groups to assess the threat of potential action at any of the Sites.

Kingsbury Terminal

- 57 The Kingsbury Terminal is an oil terminal facility jointly owned by EML and Shell UK Limited. The site is located at Piccadilly Way in Tamworth and is operated by Shell under a joint venture agreement between Shell and EML.

58 The terminal is one of a number of oil terminal and similar facilities located in the area, which includes terminal facilities operated by Valero Energy Ltd (“**Valero**”), British Pipeline Agency Limited (“**BPA**”) and Warwickshire Oil (“**WOSL**”). For the purposes of my evidence, I will refer to the various oil facilities as the “**Kingsbury Complex**” for ease of reference. I have attached to this statement, at page 586 of Exhibit **JB1**, an image showing the approximate location of each of the operators. Each of these facilities have experienced incidents protests undertaken by Just Stop Oil or related groups, including multiple incidents of direct action being taken by individuals associated with those groups.

Incidents of Direct Action at the Kingsbury Terminal and/or Kingsbury Complex

59 I have summarised below my understanding of a number of incidents of direct action by individuals involved with Just Stop Oil and Extinction Rebellion at the Kingsbury Terminal and Kingsbury Complex that is based on information provided to Essar by Shell, our joint venture partner and the operator of Kingsbury Terminal.

60 I refer to copies of media articles and social media posts, including Twitter posts, relating to the actions described below at pages 587-737 of Exhibit **JB1**.

31 March and 1 April 2022

61 On 31 March/1 April 2022, we became aware that a large number protests were taking place at various oil refineries and similar sites in the UK. As explained above, I understand that the protests were organised by the Just Stop Oil and Extinction Rebellion protestor groups. I refer to various media articles and social media posts by the Just Stop Oil and Extinction Rebellion groups that confirm the extent of the protests that extended to ten key oil

refinery facilities, including the following strategic sites as detailed in Just Stop Oil press release dated 1 April 2022 (timed at 6.30am)²:

“[2] Locations

Just Stop Oil

- *Inter Terminals UK Ltd, London Rd, Grays RM17 6YU*
- *Navigator terminals Thames, Oliver Rd, West Thurrock, Grays, RM20 3ED*
- *Buncefield Oil Depot, Hemel Hempstead HP2 7HZ*
- *Esso Petroleum Co Ltd, Wood Lane, Birmingham B24 8DN*
- *Purfleet Fuels Terminal, London Rd, Purfleet RM19 1RS*
- *Kingsbury Oil Terminal, Tamworth, B78 2HA*
- *BP Oil Depot, Kingsbury, Tamworth B78 2EF*

Extinction Rebellion

- *Esso West Terminal near Heathrow Airport*
- *Hamble Terminals in Southampton.*
- *Hythe Terminal, Fawley“*

62 The sites targeted by the group have included our site at Kingsbury Terminal. Shell is the operator of the Kingsbury Terminal where, starting at approximately 7.00am, a number of individuals attended the site to undertake direct action, in particular blocking access to the main entrance to the premises at Piccadilly Way.

² [Breaking: Just Stop Oil Coalition blocks 10 critical oil facilities to demand an end to new oil and gas – Just Stop Oil](#)

- 63 I understand that on this occasion direct action was concentrated on the oil terminal facility at Trinity Way which is owned and operated by Valero. This site is located approximately 0.5 miles from the Kingsbury Terminal as shown on the Kingsbury Complex Plan. The Police attended and closed access to the Kingsbury Complex at both ends of Piccadilly Way, which meant that users of the Kingsbury Terminal were prevented from leaving the site at Piccadilly Way.
- 64 In response, I am aware that Shell introduced additional security on site and cancelled contractors who were due to undertake work at the site that day and any ethanol deliveries. Many drivers on site were not loading or leaving the Kingsbury Terminal and Shell liaised with haulage company Hoyer UK to confirm local plans that were in place.
- 65 On the morning of 1 April 2022, Shell closed the gates to Kingsbury Terminal and instructed its personnel together with others on site not to leave the site.
- 66 Essar was informed that approximately 40 individuals had been arrested although other individuals engaged in the direct action were continuing to stop tankers at both ends of Piccadilly Way. The Police later requested that any tankers arriving at Kingsbury Terminal be diverted away from Kingsbury, to M42 J10 services, to allow them to deal with the situation on site and to prevent the individuals from causing any further disruption to tankers on site.
- 67 Individuals engaged in the direct action continued to sit down in front of the locked main gates at the Kingsbury Terminal throughout the day.
- 68 In the afternoon of 1 April 2022, Shell was informed that eight individuals were released from tankers, arrested and were subject to injunction proceedings to prevent them from returning to the site. All individuals engaged in the direct action were finally dispersed and operations recommended in the evening of 1 April 2022.

5 April 2022

- 69 On 5 April 2022, a group of individuals gathered a further time at the nearby terminal facilities operated by WOSL and Valero, a number of whom glued themselves to the entrance of those sites. A specialist team was dispatched by the Police to remove those people glued to the entrance and a number of individuals involved in the direct action were arrested.
- 70 On this occasion, I understand that no direct action took place at the Kingsbury Terminal, although three individuals did come to view the entrance but were removed by Police.
- 71 The incidents of direct action at other nearby oil facilities did however cause disruption and delays to traffic, including vehicles accessing and egressing the Kingsbury Terminal, including vehicles exiting the Kingsbury Terminal being restricted.

6 and 7 April 2022

- 72 On 6 April 2022, I understand that further direct action took place involving a number of individuals laying down and blocking access to the entrance to the Kingsbury Terminal (as shown on the photograph enclosed at page 770 of Exhibit **JB1**). Police attended the scene and sought to move them along. A separate group of individuals, totalling approximately 30 people, also attended at the nearby oil terminal sites operated by Valero and WOSL respectively. I understand that these groups were involved in direct action, including breaching the perimeter of both sites and trespassing onto private land forming part of the terminal sites. A copy of a tweet from Extinction Rebellion in this regard is exhibited at page 732 of Exhibit **JB1**.
- 73 In response to the threat of direct action, Shell took the decision to keep the Kingsbury Terminal closed and continued to engage with the Police.
- 74 On 7 April 2022, I understand that the Police had made 13 arrests following the direct action that had taken place at other oil terminal facilities in proximity to Kingsbury Terminal, including the nearby Valero site at Trinity Way which

was closed, as individuals had again breached the boundary of the site. I understand that these incidents of direct action included:

74.1 one individual climbing on top of a tanker on loading racks;

74.2 five individuals climbing on a pipework loading bay at a height;

74.3 two individuals climbing on to a tanker in ethanol offload and one protester on a gas oil tank; and

74.4 Several tanker vehicles having tyres let down by individuals engaged in the direct action.

75 I am aware that restrictions were imposed by the Police, including restrictions on import or export of fuel products from the affected sites.

76 Shell, working with Essar, took immediate steps to increase security patrols of the perimeter fence of Kingsbury Terminal.

9 to 12 April 2022

77 On 9 April 2022, I understand that a Just Stop Oil caravan was discovered at Piccadilly Road, south of the Kingsbury Terminal, with twenty or so individuals found in close proximity and inside the caravan that was heavily re-enforced with corrugated iron and pallets. In addition, another individual was found trying to abseil down from the railway bridge onto the track in proximity to the Kingsbury Terminal.

78 The Police intervened to remove the individuals and upon doing so found that that there was evidence that there had been direct action taken in the form of digging underneath the caravan (to a level of approximately six foot) intended to go under the road on Piccadilly Way near to the Kingsbury Terminal. The Police attempted to dismantle the caravan but the individuals involved in the direct action were putting themselves in harm's way to prevent the caravan from being damaged.

- 79 There was no direct disruption caused to the Kingsbury Terminal at this time I understand, but there was an imminent threat of direct action to the terminal that the Police, supported by the terminal operators, cooperated on to address.
- 80 In response, the Police closed Piccadilly Road on the section leading north from Kingsbury Terminal between Trinity Road and Coventry Road due to safety concerns, and tankers were instead directed to access and egress from Kingsbury Road southwards along Piccadilly Way to junction 10 of the M42. Provided access to the M42 is maintained, supply from the Kingsbury Terminal will be unaffected, however, both access routes are required to be kept clear to maintain site operations.
- 81 I understand, that 22 individuals participating in the direct action had been arrested overnight, two were still down a hole and two were still on top of the caravan. The police were awaiting specialist removal teams on site and Piccadilly Way remained closed, throughout the day, between Trinity Road and Coventry Road. Later in the afternoon, only one individual was still in the tunnel. The police awaited a specialist removal team from Wales to assist. The Council confirmed that it would review the tunnel and the effect on the road and viability as to when the road could re-open. There had been a total of 180 arrests to date (some being arrested on more than one occasion).
- 82 In light of these incidents Shell has continued to maintain a high level of security at the Kingsbury Terminal and is continuing to work closely with Essar, other terminal operators within the Kingsbury Complex and the Police to monitor and respond to any further direct action. Further incidents of direct action took place over the Easter Bank Holiday weekend at sites within the Kingsbury Complex, including the site operated by Valero at Trinity Way. I am aware from media reports that further arrests were made and convictions for aggravated trespass relating to previous incidents taking place have now been made. I refer to relevant media report relating to such action at pages 587-588 of Exhibit **JB1**.

Northampton

83 In light of the ongoing threat of direct action to oil facilities, we have increased security measures at the Northampton Terminal amidst concerns that the site may be subject to direct action in the short term. Accordingly, Infranorth is putting in place further site security measures, including fencing of parts of the fence line and additional security personal, to support an increased Police presence in the area.

Tranmere

84 Similarly, we are concerned regarding the threat of direct action taking place at our Tranmere Terminal and have increased security measures in response to the ongoing threat. We maintain a security presence on site at all times 24 hours a day, 365 days per year, including a member of Essar's Emergency Response Team. In line with our revised protocols at each of the Sites, we have implemented enhanced risk assessments and increased security monitoring at the Tranmere Terminal in response to the threat.

85 We retain a fixed firefighting response capability on site, however in the event of an incident taking place on site, we are reliant on the local emergency services to provide mobile fire and ambulance emergency response. It is critical that access to the Tranmere Terminal is maintained, and that there is unrestricted access to the main gate, at all times.

86 If individuals were to undertake direct action, including trespassing onto the site and/or blocking access, this would directly impact our ability to operate the site safely and give rise to significant hazards, health and safety issues and put us at immediate risk of breaching regulatory requirements. Equally, in the event that the entrances were blockaded at the Tranmere Terminal, personnel would be prevented from entering or leaving the site and there would be issues accessing emergency services.

87 Having regard to the statements made by members of Just Stop Oil and Extinction Rebellion on its websites and on mainstream and social media

channels, further direct action is clearly planned at UK oil facilities in the coming days.

- 88 On 11 April 2022, the Secretary of State for Business, Energy and Industrial Strategy, Right Honourable Kwasi Kwarteng MP, wrote to oil industry companies specifically to direct that steps are taken to increase security measures in response to the threat of direct action by Just Stop Oil and to manage protests. A copy of that letter is enclosed at page 771 Exhibit **JB1**.
- 89 The situation is of very serious concern to Essar and we are taking all reasonable steps to increase site security across the Sites, however I firmly believe that we require the additional protection afforded by injunctive relief to enable us to assist the extensive Police effort to protect the Stanlow Refinery, Northampton Terminal and Tranmere Terminal sites from the very real and imminent risk of direct action by individuals in connection with the Just Stop Oil and/or Extinction Rebellion campaigns.

Impact on Operations of Direct Action

- 90 The potential risk of disruption caused by protestor action trespassing onto, or obstructing access/egress, to any one of the Sites would be wide ranging, causing immediate impact on our ability to supply regional and national markets and causing disruption to local highway networks as vehicles unable to access cause tailbacks and resulting delays.
- 91 In the first instance, in the event that individuals trespassed and accessed any of the Sites as part of any direct action, the Claimant would need to consider whether to force an unplanned shut down to ensure the safety and wellbeing of any individuals, including its own personnel, visitors to any of the Sites and, indeed, the individuals engaged in the direct action themselves. An unplanned or forced shut down of refinery or terminal operations carries significant risk, as it can lead to failure of apparatus (as opposed to a planned shutdown, which takes time but will ensure an efficient start up). Each of the sites contains sensitive equipment that in normal operation runs at specified temperatures and pressure. During any change,

such as shutdown or start up, these conditions have to be moved to / from ambient. In doing this there is an increased potential for unintended consequences to occur (such as material overflow) which in turn requires manual intervention and further change.

- 92 I have set out below the potential impact that even a temporary closure of each of the Sites would have on our ability to operate and wider impacts on the market and supply to our customers and end users, including the general public experiencing shortages of transport fuels.

Stanlow Refinery

- 93 Stanlow Refinery is the key supplier of road fuels and other petroleum products to the regional market in the North West as well as being a major contributor to the national supply, providing over 16% of the total UK road transport fuels market annually. Stanlow produces:

93.1 4.4 billion litres of diesel every year - enough to drive a car doing 40 mpg 4,000 times around the equator every day;

93.2 3 billion litres of petrol a year – enough to drive a car 20 million times around the world; and

93.3 2 billion litres of jet fuel a year – enough to fuel 17,000 jumbo jets flying from Manchester to Los Angeles

- 94 In addition, Essar is the main supplier of jet fuel products to Manchester Airport supplied by private pipeline connection together with Liverpool Airport, Cardiff Airport and Leeds Bradford Airport supplied by road deliveries.

- 95 We also manufacture chemicals at Stanlow used to produce propylene and turn ethylene, benzene, hydrocarbons and other feed stocks into a wide range of polymer and other products. Products manufactured by chemicals produced at Stanlow are used in the manufacture of foams for furniture and bedding, artificial sports tracks, ski suits and waterproof leisure wear. We

distribute our chemical products, primarily by road transport, to both regional markets in the North West and wider national markets.

- 96 As referred to above, Stanlow is a top tier COMAH site and Essar is required to comply with very strict health and safety regulations. It is imperative that clear access to Stanlow is maintained at all times. The primary access to Stanlow is via Old Sites Road, accessed from the local highway network from the eastern access point located at point A or the western access point at point D of the M53 motorway. An inability to access Stanlow from either the eastern access point or western access point would dramatically reduce the number of vehicles that could access the site. Any obstruction or restriction of access to either, or both, of these main access points would immediately require Essar to consider whether it is able to maintain operations from Stanlow and it may also be required to carry out an unplanned emergency shut down of all or part of the refinery operations, which in itself carries health and safety risks.
- 97 Whilst we have alternative direct access points into the Stanlow Refinery shown at points B and C on the Stanlow Plan, these are unsuitable to accommodate the full extent of vehicle movements to enable normal operations at Stanlow on a daily basis. Further, in the event the main access routes into the site along Oil Sites Road were blocked or restricted, emergency vehicles would not be able to use access points B and C to access all parts of the site, in particular the land to the north of Oil Sites Road, as those accesses only enable direct access to the land south of Oil Sites Road.
- 98 If there should be any incidents on site, for example medical emergencies, the impact that protests could have on being able to access off site emergency services etc. could be significant. The safest position on is when the equipment is in safe operation, as opposed to being put into transition (i.e. shutdown). There is a concern, for example, that if there was disruption around Gate 2, emergency services may be unable to access the site through access points B and C. Essar's ability to operate or deal with an

emergency may be compromised depending where on Oil Sites Road there was a blockage.

- 99 Our priority at all times is to ensure the health and safety of all people that work or visit Stanlow, together with our neighbours, and to comply fully with our extensive regulatory requirements at all times. It is essential that we are able to maintain clear and unrestricted access to Stanlow, through Oil Sites Road, for operational purposes and to maintain access for fire and other safety services at all time.
- 100 Clearly, the threat of direct action causing obstruction to any of the access points to Stanlow, in particular the eastern and western access points off Old Sites Road, would compromise our ability to comply with our regulatory requirements and to maintain the health and safety of all users of Stanlow. It is possible that such risk and disruption would require the Stanlow site to be closed until any such direct action is dispersed enabling the site to be reopened without restriction.
- 101 There are also obvious health and safety concerns, for example, that if any individuals climbed onto one of the oil storage tanks, and remained there for a prolonged period, they would be exposed to materials (and, in the event that the tanks contained flammable materials, there would be an ignition risk, particularly if the protester had a mobile phone on their person or was not equipped with suitable anti-static devices). When the Claimant carries out maintenance to the tanks, including those Buncefield tank situated behind Gate 2, it stops operation of the tanks to limit the materials venting from the tanks' rooves.
- 102 From a safety perspective, it is imperative that, as there is 24/7 working on site, that a shift change can take place as and when required. The Claimant does have systems in place to shut down and start up safely during periods of change, although these carry additional risk as set out above (and as recognised under COMAH). Employee fatigue is a genuine concern as errors could be made which lead to a COMAH major accident event taking place.

- 103 Specifically at the Stanlow Refinery, there are two sides to the facility, which are connected by the Oil Sites Road. Safe operation of the machinery requires routine access between both sides of the site and operations without interference. This is also the case for regulatory visits, such as from the Environment Agency on 5 April 2022.
- 104 The Claimant does have systems in place for emergency response but not all of these can be operated remotely. For example, the primary mobile emergency response for the Stanlow Refinery, which also supports adjacent landowners and occupiers is based on the south side of the site, and would require access through the site and road terminal. In respect of the Tranmere Terminal, the primary mobile emergency response is provided by local council emergency services, who would require access to the site.
- 105 Many of the areas on site contain flammable and/or toxic materials and the Claimant ensures that only intrinsically safe items are taken onto these areas, given the likely spark potential. As mentioned above, there is a real risk that protesters on site could be endangered even from using, for example, their mobile phone. Many of the substances on site are classified under the Control of Substances Hazardous to Health. If, for example, protesters were on top of tankers, those tankers would need to stop being used for the duration to reduce the likelihood of fugitive vapours being released. Some tank tops have restricted access due to the material they carry, for example, sour water tanks can release hydrogen sulphide. Areas containing hydrogen sulphide or hydrogen fluoride require specific PPE to be worn.
- 106 In the event that Stanlow Refinery was forced to close temporarily, even for a short period, there would be an immediate impact on our ability to maintain supplies of products and resulting adverse impacts on the local transport network in particular.
- 107 Road deliveries are made from Stanlow's distribution terminal, one of the busiest in Europe. A fleet of road tankers delivers to the whole of the North-

West – typically as far as Anglesey, Derby, York and Carlisle, but some products are delivered even further afield.

- 108 The distribution terminal is operational 24 hrs per day, 364 days a year and only closes on Christmas Day, with an average loading time of approximately 17 minutes per vehicle.
- 109 In respect of the eastern access point (marked A on the Stanlow Plan), if as a result of direct action the entrance to the site was blocked, it would prevent traffic accessing or egressing from the main access route for the site along Oil Sites Road. This would require traffic, including large tankers and other heavy goods vehicles, to use alternative access points B and C marked on the Stanlow Plan. However, those accesses (B and C) are narrower and not intended to be used as main routes of access into and away from the site. Further, as set out above, if access to Oil Sites Road is blocked, emergency vehicles would not be able to gain access to the whole of the site, in particular the parcels north of Oil Sites Road on which refinery equipment is located. This presents a serious risk to Essar as in circumstances where Oil Sites Road is not accessible, or access to any of the parcels of land to the north of Oil Sites Road, is restricted, it presents a risk that emergency services could not respond to any incident involving any refinery equipment. From both an operational and regulatory perspective, this scenario is untenable and may require precautionary measures to be taken to perform an unplanned shutdown of equipment that in itself carries risks as explained. It is therefore imperative that access to Oil Sites Road along both sections of road coloured purple and yellow is maintained without restriction to allow for the operation of the refinery and to ensure emergency vehicle access can be maintained at all times.
- 110 Furthermore, any obstruction of access to vehicles would very likely rapidly lead to disruption to the public highway network, including the M53 motorway adjacent to the western access and the public highway at Poole Lane leading directly from the eastern access to the site, due to build up vehicles unable to load from the road terminal facility (located at Gate 2 as shown on the Stanlow Plan). It is inevitable that any such delays would lead to shortage of

supply of fuel products by road to regional fuel stations and the delivery of jet fuel products to both Leeds Bradford airport and Liverpool airport all of which are exclusively supplied from Stanlow by road. For example, the recent protests at Kingsbury caused shortages of aviation fuel at East Midlands and Birmingham Airports resulting in notice being issued to airlines, requesting that they refuel at destination airports.

- 111 Similarly, any direct action that caused interruption to our operations or restrictions on access to either the Northampton Terminal or the Tranmere Terminal would impact our ability to supply our products to market.
- 112 In a worst case scenario, even a short period of closure of up to one day of any of our sites would likely result in outages in supply of fuel and petroleum products, including across the North of England that we serve directly from Stanlow and the wider national fuel market that requires operations to be maintained at all of the Sites, including Northampton Terminal and Tranmere Terminal.

Financial Impact

- 113 In the event of direct action at one or more of the Sites requiring closure of one or more of the Sites, I would estimate the impact on revenues and additional costs to be substantial. In a worst case scenario, direct action at all of the Sites could therefore impact Essar and the wider business group by multi-million pounds of revenue per full day.
- 114 In these circumstances, there would of course be a knock-on financial impact to Essar and its customers and end users. For example, I have estimated that a temporary closure of the Stanlow Refinery would also result in the following direct costs per day:
- 114.1 Logistical cost per tank unable to load is approx. £750 per day; and
- 114.2 Wider impact to the region of lost revenue if no access to fuel products from Stanlow.

- 115 Any protests at Essar's sites present a real risk of interfere with and disruption to Essar's business operations and our ability to supply products to market required in the public interest.
- 116 I am concerned at the possibility of disruption to Essar's business if the anticipated direct action is carried out at one or more of the Sites in the same manner as previous direct action arising from protests undertaken by Just Stop Oil and Extinction Rebellion at Kingsbury Terminal and a number of other oil facilities in recent weeks.
- 117 Given that each of the Sites is a top-tier COMAH site there is clear risk to the safety of individuals and those working or visiting each of the Sites, such as drivers. This risk also extends to any individuals engaged in direct action.
- 118 The operations undertaken at each of the Sites concerns handling hazardous materials, which must be managed and controlled appropriately. Should direct action at any of the Sites go ahead, there is real risk that significant impact on our operations being carried out or affecting those in transit, which may have environmental and health and safety implications not only at the Sites but further afield.
- 119 Essar do not wish to prevent any persons from protesting in a lawful and peaceful manner. However, the way in which the direct action has been carried out at Kingsbury Terminal and multiple other oil facilities in recent weeks, including blockading of access and direct interferences with oil equipment, presents a real and imminent risk of significant harm to Essar's business operations at each of its Sites. This is evidenced by the action taken by individuals associated with 'Just Stop Oil' taking direct action to block the entrance to the Kingsbury Terminal and so preventing vehicles from entering or leaving the site and also by trespassing on site. As explained, Essar, together with its joint venture partner, Shell, have attempted to address these incursions through public statements and putting in place enhanced security arrangements, working closely with the Police, local and national authorities and other oil operators.

120 Essar have reached the conclusion that they now require the assistance of the Court in order to prevent unlawful trespass and interference with (and prevention of) their business operations, particularly in light of the real and imminent threat of direct action taking place at one or more of the Sites.

Attempts to identify known individuals involved in possible direct action

121 It has been impossible for the Claimants to identify and name individuals who may be involved in direct action at the Sites. There are no specific individuals that we are aware that are intending to be involved in direct action to the Sites.

122 The application has been made without notice on the basis that there is a real and imminent threat of direct action taking place at one or more of the Sites and the immediate injunctive relief in respect of the Stanlow Refinery, Northampton Terminal and Tranmere Terminal is reasonably required to deter and prevent any such direct action and to enable Essar to support the efforts of the Police and other public authorities in this regard.

Service of proceedings

123 I have been informed by the Claimants' solicitors that, if granted, the injunction will need to be publicised and served as follows:

123.1 providing copies of the Documents (together with a notice which states that copies of the Documents may be viewed at the web link provided) in clear transparent sealed containers at:

123.1.1 each of the vehicular entrances and exits to the Stanlow Refinery, the Tranmere Terminal and the Northampton Terminal, which are marked with an "A" on the 'Stanlow Plan', 'the Tranmere Plan' and 'the Northampton Plan' at Schedule 2 to this Order;

123.1.2 other prominent location at each of the said Terminals.

123.1.3 posting copies of the Documents at the designated web link on the Essar website.

123.1.4 fixing warning notices in the approved form at each of the relevant sites;

123.1.5 sending an email to the following email addresses juststopoil@protonmail.com and Extinction Rebellion at the e-mail addresses enquiries@extinctionrebellion.uk , xr-legal@riseup.net, XRMidlands@protonmail.com and support@xrnorth.org of the Documents may be viewed at the designated web link on the Essar website.

124 I reasonably believe that by taking the above steps notice of these proceedings will come to the attention of those people that may intend to be engaged in direct action. By displaying appropriate warning notices at the access points to the sites and in other prominent locations at each site, any person intending to undertake direct action that physically attends any of the sites will be made aware of the order of the court. By notifying both the Just Stop Oil and Extinction Rebellion groups by email it is reasonably expected that it will be brought to the attention of any persons engaged with either group that intends to undertake direct action. Finally, by posting a copy of the order and related documents on the dedicated web page the information will be freely available in the public domain to any person seeking to undertake direct action at any of the sites.

Full and Frank Disclosure

125 I understand that the Claimants are under an obligation to give full and frank disclosure, requiring them to disclose all matters which are material to the Court so that the Court may make a determination as to whether the injunction should be granted.

Cross-undertaking in Damages

126 I confirm, on behalf of Essar, STL and Infranorth that each company undertakes to pay, and can pay, the Defendants compensation, as ordered by the Court, if it is later held that an interim injunction was wrongly granted.

Conclusion

127 While Essar recognise that people have a right to protest lawfully, the threat of further protests being undertaken by Just Stop Oil and Extinction Rebellion at strategic oil facilities nationwide, including the Sites, presents a real risk of interference with and disruption to Essar' business operations from one or more of the Sites. The threat of such direct action is requiring commitment of significant security resource by Essar and large Police resource.

128 As explained, direct action obstructing access or operations from any of the Sites would inevitably impact our ability to continue supply of products, which are required in the public interest. There would also be considerable impact on Essar' business operations and ability to serve its customers.

129 There is also a real risk of persons trespassing onto and entering any of the Sites being endangered or exposed to dangerous substances.

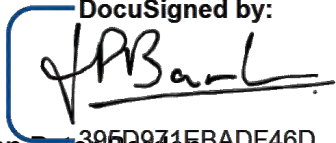
130 I believe that the grant of injunctive relief in respect of the Sites is necessary to enable Essar to respond appropriately to any threat of direct action by Just Stop Oil or similar groups to protect its own operations, for benefit of the public interest and in support of the ongoing and extensive police efforts to respond to the multiple incidents of direct action that have taken place to date and are anticipated to continue.

131 Essar fully respect the rights of individuals to protest peacefully. However, no one should have the right to intimidate staff or managers, prevent our workforce from carrying out their jobs or attempt to hinder or close down our business. Essar operates under strict regulatory and legal guidelines that are enforceable by law. We reasonably expect those who seek to disrupt its operation to respect the right of our staff, customers and anyone who visits

our Sites to be able to do so peacefully and without interference. As a further necessary step to protect the rights of our business and to fulfil our obligations towards our staff, we are issuing these proceedings to ensure that Essar can fully support the police in ensuring that any direct action to any of the Sites can be stopped and that any future protests remain within the law.

Statement of Truth

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

Signed:  **DocuSigned by:**
Jonathan Peter Barden 395D971EBADF46D...

Dated: 19 April 2022

On behalf of: the Claimants

Made by: Jonathan Peter Barden

Exhibit: JB1

Made on: 19 April 2022

CLAIM NO []

**IN THE HIGH COURT OF JUSTICE Claim No
BUSINESS AND PROPERTY COURTS OF ENGLAND
AND WALES
PROPERTY TRUSTS AND PROBATE LIST
BETWEEN:**

(1) ESSAR OIL (UK) LIMITED

**(2) STANLOW TERMINALS
LIMITED**

(3) INFRANORTH 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
FIRST CLAIMANT'S CONSENT,
ON THE FIRST CLAIMANT'S
LAND AT STANLOW
MANUFACTURING COMPLEX,
ELLESMERE PORT, CH65 4HB
SHOWN EDGED RED (SAVE
FOR THE AREAS HATCHED
BLUE AND ORANGE) ON THE
ATTACHED 'STANLOW PLAN'**

**(2) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN
OBSTRUCT OR OTHERWISE
INTERFERE WITH THE FIRST
CLAIMANT'S ACCESS OVER
AND ALONG THE ROAD
SECTION SHOWN SHADED**

1

**YELLOW ON THE ATTACHED
'STANLOW PLAN'**

**(3) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB, WHICH ARE SHOWN
MARKED "A", "B" and "C" ON
THE ATTACHED 'STANLOW
PLAN'**

**(4) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER
OR REMAIN, WITHOUT THE
SECOND CLAIMANT'S
CONSENT, ON THE SECOND
CLAIMANT'S LAND AT (A)
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB SHOWN HATCHED
BLUE ON THE ATTACHED
'STANLOW PLAN' (B)
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
WHICH IS SHOWN MARKED "A"
ON THE 'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER**

**OR REMAIN, WITHOUT THE
THIRD CLAIMANT'S CONSENT,
ON THE THIRD CLAIMANT'S
LAND AT NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN EDGED RED (SAVE
FOR THE AREAS EDGED BLUE)
ON THE ATTACHED
'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCES OR EXITS TO
NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN MARKED WITH AN
"A" ON THE ATTACHED
'NORTHAMPTON PLAN'**

Defendants

**WITNESS STATEMENT OF JONATHAN PETER
BARDEN**

**Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
Tel: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001
Ref: DH4/ESS.36-23**

Solicitors for the Claimants

On behalf of: the Claimants
Made by: Jonathan Peter Barden
Exhibit: JB1
Made on: 19 April 2022

IN THE HIGH COURT OF JUSTICE

Claim No

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'

(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'

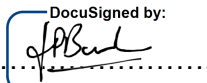
(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'

(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'

Defendants





EXHIBIT JB1

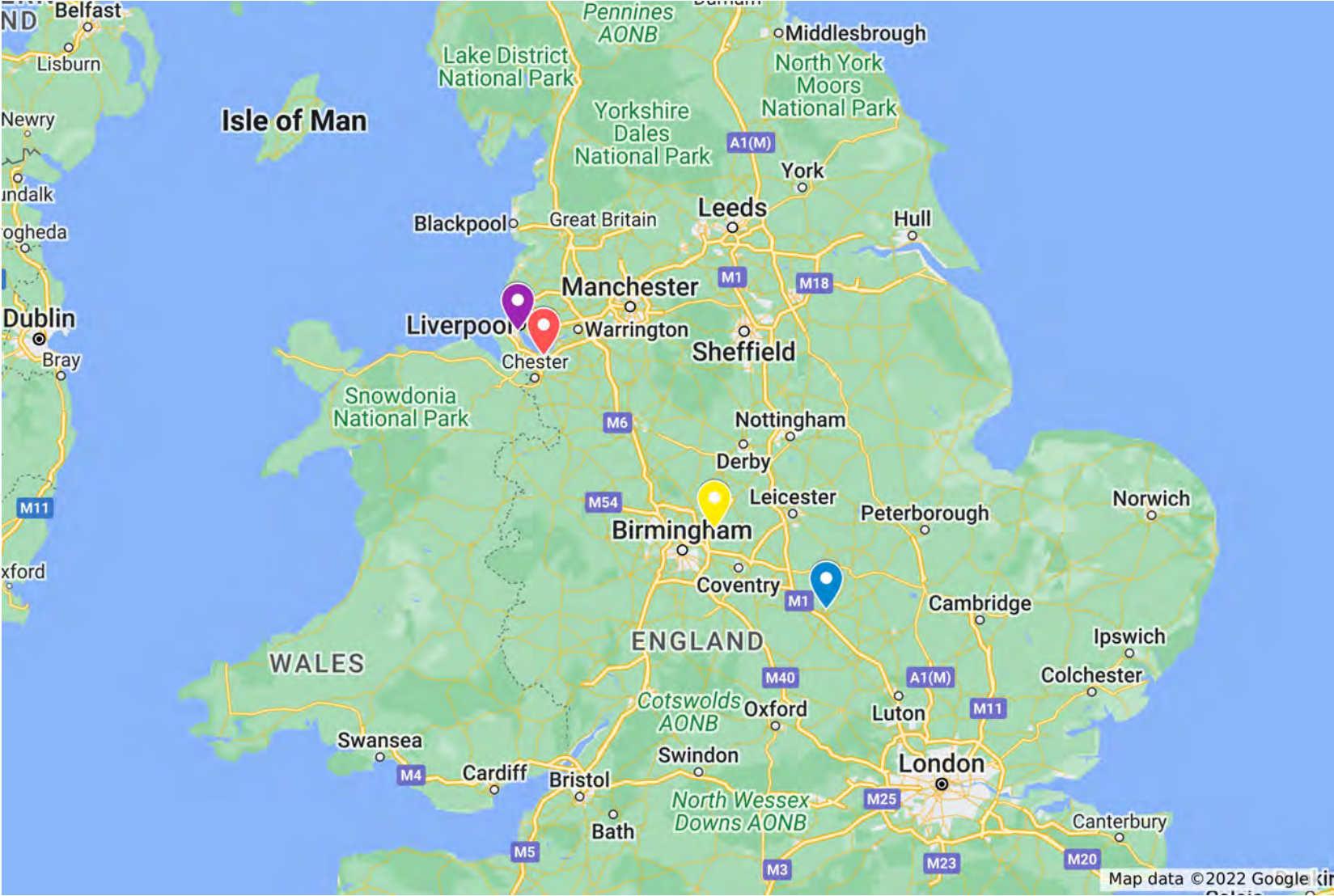
This is the exhibit marked "JB1" referred to in the First Witness Statement of Jonathan Peter Barden dated 19 April 2022.

Signed:  DocuSigned by:
395D971EBADF46D...
Jonathan Peter Barden

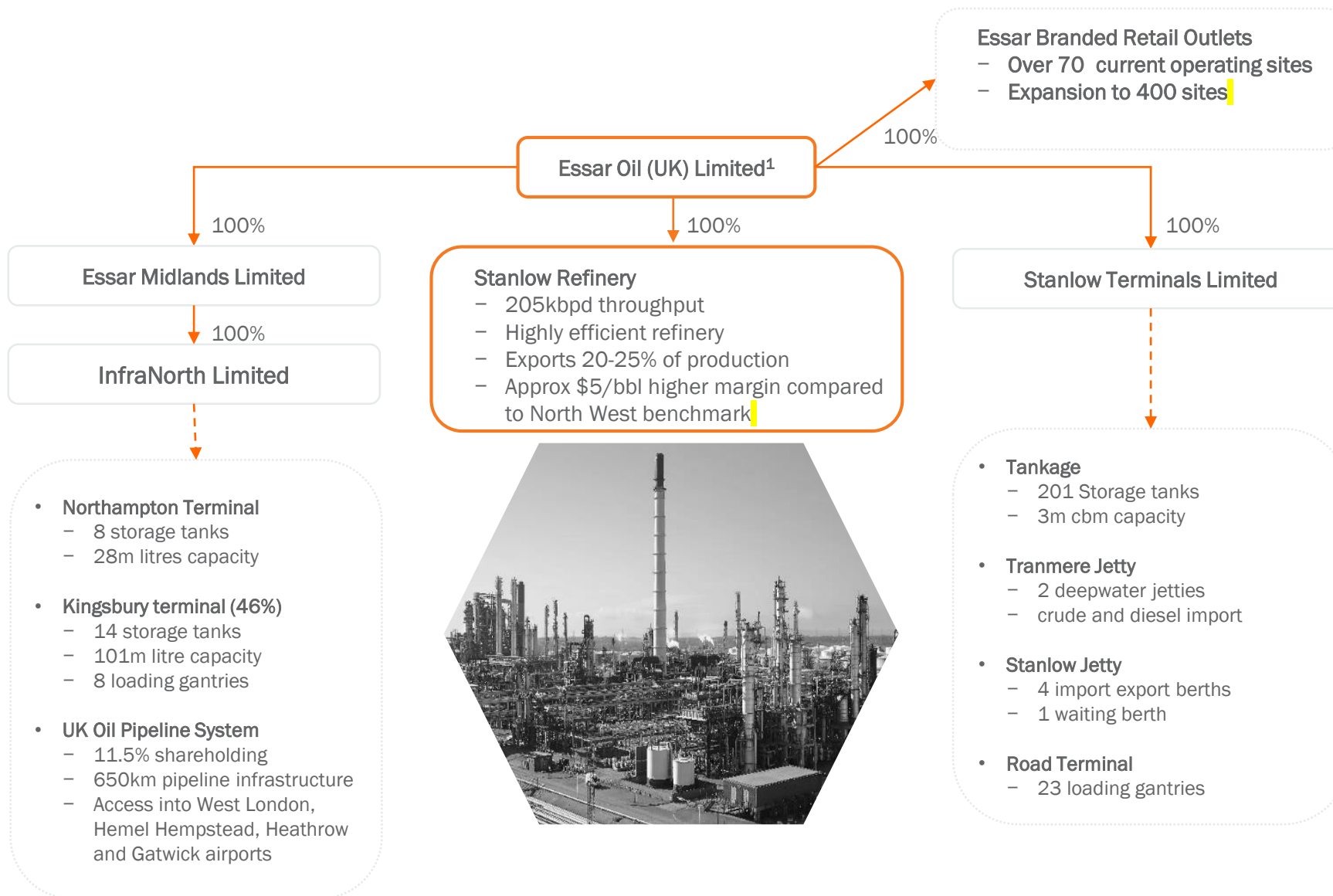
Essar UK Site Map

Untitled layer

-  Stanlow Terminals Limited -
Tranmere Oil Terminal
-  Essar Oil UK Limited - Stanlow
Refinery
-  Shell / Essar Midlands Limited -
Kingsbury Oil Terminal
-  Infranorth Northampton Oil
Terminal



EOUK corporate structure



1) See appendix for Group ownership of EOUK

The electronic official copy of the register follows this message.

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

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number CH483757

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 17 FEB 2020 at 17:53:10.
- 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 21 Mar 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (26.03.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Oil Sites Road, Ellesmere Port.

NOTE 1: As to the part edged and numbered 22 in blue on the title plan only the land occupied by the pillars and supports of the bridge erected thereover are included in the title.

NOTE 2: As to the part edged and numbered 3 in blue on the title plan only the land occupied by the pillars and supports of the reinforced concrete bridge erected thereover are included in the title.

NOTE 3: As to the part cross hatched blue on the title plan only the wharf together with the piles and structures supporting the same are included in the title.

NOTE 4: The boundary of the land where it abuts on the River Gowy is the Mean High Water Mark from time to time.

NOTE 5: The land tinted green on the title plan is not included in the title.

- 2 (26.03.2002) As to the lands edged and numbered 8 to 14 (inc), 16 to 20 (inc), 21 and 23 to 26 (inc) and 28 in blue on the title plan the mines and minerals together with ancillary powers of working are excepted.

- 3 (26.03.2002) The land edged and numbered 9 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance thereof dated 22 November 1918 referred to in the Charges Register.

NOTE: By the Conveyance dated 31 December 1924 referred to below the rights granted by the Conveyance dated 22 November 1918 referred to above were released as therein mentioned.

- 4 (26.03.2002) The land edged and numbered 13 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 22 September 1920 referred to in the Charges Register.

A: Property Register continued

By a Conveyance dated 31 December 1924 made between (1) Shell Mex Limited and (2) The Manchester Ship Canal Company the rights granted by clause (6) of the Second Schedule of the above Conveyance were released.

NOTE: Copy filed.

5 (26.03.2002) The Conveyance dated 22 September 1920 referred to above contains provisions as to as to diversion of works.

6 (26.03.2002) The land has the benefit of the rights reserved by a Conveyance of adjoining land edged and numbered 27 in blue on the title plan dated 31 December 1924 made between (1) British Petroleum Company Limited and (2) The Manchester Ship Canal Company.

NOTE: Copy Filed.

7 (26.03.2002) An Agreement dated 10 June 1929 Made between (1) The Manchester Ship Canal Company and (2) Shell-Mex Limited relates to the construction of six lines of oil pipes.

NOTE: Copy filed.

8 (26.03.2002) An Agreement dated 23 September 1929 made between (1) The Manchester Ship Canal Company and (2) Shell-Mex Limited relates to the construction of a valve pit and oil pipe connection.

NOTE: Copy filed.

9 (26.03.2002) An Agreement dated 8 November 1933 made between (1) The Manchester Ship Canal Company and (2) Shell-Mex and B.P. Limited relates to easements in the vicinity of Corridor Road.

NOTE: Copy filed.

10 (26.03.2002) The land edged and numbered 10, 11 and 28 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance thereof dated 19 November 1937 referred to in the Charges Register.

11 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains provisions as to the diversion of works as therein mentioned.

12 (26.03.2002) The land edged and numbered 12 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance thereof dated 19 November 1937 referred to in the Charges Register.

NOTE: By the Conveyance dated 31 March 1967 referred to below the rights reserved were released as therein mentioned.

13 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains provisions as to the diversion of works as therein mentioned.

14 (26.03.2002) The land edged and numbered 3 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 7 February 1938 referred to in the Charges Register.

15 (26.03.2002) The land edged and numbered 14 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance thereof dated 6 July 1938 referred to in the Charges Register.

16 (26.03.2002) The Conveyance dated 6 July 1938 referred to above contains provisions as to the diversion of works as therein mentioned.

17 (26.03.2002) The Conveyance dated 19 July 1941 referred to in the Charges Register contains provisions relating to light and air.

18 (26.03.2002) The land edged and numbered 1 and 2 in blue 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 July 1947 made between (1) Edward Gilbert Edmund Griffiths and others and (2) "Shell" Refining and Marketing Company Limited.

A: Property Register continued

NOTE: Copy filed.

19 (26.03.2002) The Conveyance dated 23 July 1947 referred to above contains a provision as to boundary structures.

20 (26.03.2002) The land has the benefit of the rights granted by a Deed of Grant dated 31 December 1949 made between (1) The British Transport Commission and (2) Shell Refining and Marketing Company Limited.

NOTE: Copy filed.

21 (26.03.2002) The land has the benefit of the rights granted by a Deed of Grant dated 28 August 1950 made between (1) The British Transport Commission and (2) "Shell" Refining and Marketing Company Limited.

NOTE: Copy filed.

22 (26.03.2002) The land has the benefit of the following rights reserved by a Conveyance of the land edged and numbered 7 in blue on the title plan dated 28 January 1958 made between (1) Shell Refining Company Limited (The Refining Company) (2) The Shell Petroleum Company Limited (Shell Petroleum) and (3) The Manchester Ship Canal Company:-

"Except and reserving unto the Refining Company and Shell Petroleum by way of easement appurtenant to the land marked 'John Harker' on the said plan 'B' and each and every part thereof the right and liberty to enter upon the said plot of land hereby conveyed for all purposes in connection with the maintenance of the building now or hereafter standing upon the land marked 'John Harker'."

NOTE: Copy plan filed.

23 (26.03.2002) The land edged and numbered 15 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance thereof dated 9 March 1960 made between (1) The Manchester Ship Canal Company Limited and (2) The Shell Petroleum Company Limited.

NOTE: Copy filed.

24 (26.03.2002) The land has the benefit for a term of 60 years from 1 January 1965 to the rights granted in a Deed dated 21 April 1965 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) The Shell Company of the United Kingdom Limited.

NOTE: Copy filed.

25 (26.03.2002) The land has the benefit of the rights granted by the Deed dated 13 September 1966 referred to in the Charges Register.

26 (26.03.2002) The land has the benefit of the rights granted in but is subject to the rights granted in a Conveyance of a coaster berth adjoining the wharf cross hatched blue on the title plan dated 31 March 1967 made between (1) The Shell Company of the United Kingdom Limited and (2) The Manchester Ship Canal Company.

NOTE: Copy Duplicate Conveyance filed.

27 (16.11.2009) The land edged and numbered 32 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 28 December 1923 referred to in the Charges Register.

28 (16.11.2009) The land edged and numbered 33 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 1 December 1926 referred to in the Charges Register.

29 (16.11.2009) The land edged and numbered 34 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 11 June 1928 referred to in the Charges Register.

30 (04.08.2011) The land edged and numbered in green on the title plan has

A: Property Register continued

been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 31 (04.08.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered CH605438 in green on the title plan dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

NOTE: Copy filed under CH605438.

- 32 (05.08.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered CH605439 in green on the title plan and other land dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH605439.

- 33 (05.09.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 July 2011 referred to in the Charges Register.

- 34 (05.09.2011) The Transfer dated 31 July 2011 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

- 35 (05.09.2011) The land has the benefit of the rights granted by a Deed of Grant dated 31 July 2011 made between (1) The Manchester Ship Canal Company Limited (2) Peel Water Services Limited and (3) Shell U.K. Limited, Shell Chemicals U.K. Limited and Shell Research Limited for a term of 21 years and 106 days until 31 December 2031.

NOTE 1: A Deed of Covenant dated 31 July 2011 made between (1) Essar Oil (UK) Limited (2) The Manchester Ship Canal Company Limited and (3) Peel Water Services Limited is supplemental to the Deed of Grant dated 31 July 2011 referred to above.

NOTE 2: Copy Deeds filed under CH531237.

- 36 (16.08.2012) The land has the benefit of the rights granted by a Deed dated 16 July 2012 made between (1) Church Commissioners For England and (2) Essar Oil (UK) Limited.

NOTE:-Copy filed under CH590626.

- 37 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docs and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (05.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.
- 2 (05.08.2011) RESTRICTION: No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietor or the conveyancer that the provisions of clause 9(b) of the Transfer dated 18 July 2011 referred to in the Property Register have been complied with.
- 3 (05.09.2011) The price stated to have been paid on 31 July 2011 for the land in this title and other land was £32,633,192.

B: Proprietorship Register continued

- 4 (05.09.2011) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of clause 5(a) of the Transfer dated 31 July 2011 referred to in the Charges Register have been complied with.
- 5 (05.09.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of the registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Peel Water Services Limited (Co. Regn. No 06680323) of Peel Dome, The Trafford Centre, Manchester M17 8PL or their conveyancer that the provisions of clause 5.2 of the Deed of Grant dated 31 July 2011 referred to in the Property Register have been complied with or they do not apply to the disposition.
- 6 (06.09.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of the registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Peel Water Services Limited (Co. Regn. No 06680323) of Peel Dome, The Trafford Centre, Manchester M17 8PL or their conveyancer that the provisions of clause 3 of a Deed of Covenant dated 31 July 2011 made between (1) Essar Oil (UK) Limited, (2) The Manchester Ship Canal Company Limited, (3) Peel Environmental Limited and (4) Peel Land and Property (Ports) Limited have been complied with or that they do not apply to the disposition.
- NOTE:- Copy Deed of Covenant filed under CH483759.*
- 7 (29.08.2014) RESTRICTION: No transfer or lease of more than seven years from the date of the commencement of the term of the lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of paragraph 4 of schedule 2 of a Deed of Grant dated 18 July 2011 made between (1) Shell UK Limited and (2) Shell Research Limited have been complied with.

C: Charges Register

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

- 1 (26.03.2002) Such parts of the land in this title as are affected thereby are subject to the exceptions reservations covenants conditions and provisions referred to in an Indenture dated 31 October 1888 made between (1) The Dean and Chapter of Chester (2) The Ecclesiastical Commissioners for England and (3) The Manchester Ship Canal Company. No further particulars of the said Indenture were supplied on first registration.
- 2 (26.03.2002) A Conveyance of the land edged and numbered 9 in blue on the title plan and other land dated 22 November 1918 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) British Petroleum Company Limited contains restrictive covenants.
- NOTE: Copy filed.*
- 3 (26.03.2002) A Conveyance of the land edged and numbered 13 in blue on the title plan dated 22 September 1920 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) The British Mexican Petroleum Company Limited contains restrictive covenants.

By an Agreement dated 17 June 1929 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) Shell-Mex Limited the terms of the Conveyance were amended.

NOTE 1: Copy Conveyance and copy Agreement filed.

C: Charges Register continued

By an Agreement and Release dated 28 December 1923 made between (1) The Manchester Ship Canal Company Limited and (2) Shell-Mex Limited the terms of the Conveyance were further amended.

NOTE 2: Copy filed.

- 4 (26.03.2002) The land is subject for a term of 90 years from 24 June 1918 to the rights granted in a Deed of Grant of Easements dated 30 September 1920 made between (1) The Manchester Ship Canal Company (2) The Salt Union Limited and (3) The Mersey Power Company Limited.

NOTE 1: No copy of the plan referred to in the Deed was produced on first registration

NOTE 2: Copy Deed filed.

- 5 (26.03.2002) A Conveyance of the land edged and numbered 8 in blue on the title plan and other land dated 15 September 1926 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Anglo-American Oil Company Limited contains restrictive covenants.

NOTE: Copy filed under CH493838.

- 6 (26.03.2002) The land edged and numbered 10,11,12(part of),14,15, 18, 28,29 and 30 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 31 December 1928 made between (1) Clementina Churchill Park-Yates (Vendor) and (2) The Manchester Ship Canal Company:-

Except and Reserving out of the Conveyance hereby made unto the Vendor (which expression in this Clause includes her successors in title the owner or owners for the time being of the mansion house of Ince Hall aforesaid)

(A) SUBJECT to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906 all game woodcock snipe quails landrails wild fowl rabbits and fish with the exclusive right for the Vendor and all persons authorised by the Vendor at all times of preserving the same and of hunting shooting fishing coursing and sporting over and on the red land or so much thereof as shall not for the time being have been (a) sold by the Canal Company or (b) leased by them for any purpose other than agricultural purposes or (c) laid out or developed for industrial or building purposes

(B) FULL power and authority for the Vendor to instal a pump engine and accessories and to lay down a pipe or pipes for the purpose of drawing and carrying away water in an easterly or north-easterly direction from the borehole the approximate position of which is shewn by the letters B H on the said plan near to Grove Farm the Vendor doing no unnecessary damage and restoring the surface and making good all damage as soon as possible

(C) FULL power and authority for the Vendor and the surveyors workmen and agents of the Vendor with or without carts and horses from time to time to enter upon the red land

(1) IN the line as nearly as may be of the pipe by means of which water is supplied from the Thornton Mill situate on the Thornton Brook shewn on the said plan hereto annexed to the mansion house of Ince Hall aforesaid (the exact situation of which pipe is not known)

(2) IN the line as nearly as may be of the pipe to be laid in connection with the said borehole for the purpose of inspecting repairing maintaining and renewing the said pipes and borehole pump engine and accessories and all necessary works in connection therewith the Vendor doing no unnecessary damage and restoring the surface and making good all damage as soon as possible

PROVIDED ALWAYS THAT THE CANAL COMPANY may if and whenever they think fit at their own expense from time to time divert alter or change the position of the said pipes or construct a new borehole in lieu of the said borehole but so that the diverted altered or changed positions of

C: Charges Register continued

the said pipes or borehole shall not affect the enjoyment thereof by the Vendor

(D) THE free and uninterrupted passage and running of water and soil from the other lands of the Vendor adjoining or near to the red land through the drains watercourses dykes and ditches which now are or at any time hereafter may be in or under the red land.

(E) ALL rights and privileges of the Vendor as Lady of the Manor of Ince

(F) ALL rights and privileges of the Vendor as Lay Rector of the Parish of Ince including (but without prejudice to the generality of the foregoing) all tithes or tithe rent charge And for all the purposes of this Conveyance the tithe or tithe rent charge payable in respect of the red land shall be deemed to be the sum of one pound one shilling a year.

- 7 (26.03.2002) A Conveyance of the land edged and numbered 12 in blue on the title plan dated 19 November 1937 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) Shell Refineries Limited contains restrictive covenants.

NOTE: Copy filed.

- 8 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains an option to repurchase on the terms therein mentioned.

- 9 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains provisions relating to the sale of the land as therein mentioned.

- 10 (26.03.2002) A Conveyance of the land edged and numbered 10, 11 and 28 in blue on the title plan dated 19 November 1937 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) Shell-Mex and B.P. Limited contains restrictive covenants.

NOTE: Copy filed.

- 11 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains an option to repurchase on the terms therein mentioned.

- 12 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains provisions relating to the sale of the land as therein mentioned.

- 13 (26.03.2002) The land edged and numbered 3 in blue on the title plan is subject to a yearly rentcharge of one shilling created by a Conveyance thereof dated 7 February 1938 made between (1) The King's Most Excellent Majesty (2) The Board of Trade and (3) The Manchester Ship Canal Company.

The said Conveyance also contains covenants.

NOTE: Copy filed.

- 14 (16.02.2006) The land is subject to the rights reserved by the Conveyance dated 7 February 1938 referred to above.

- 15 (26.03.2002) A Conveyance of the land edged and numbered 14 in blue on the title plan dated 6 July 1938 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) Shell Refineries Limited contains restrictive covenants.

NOTE: Copy filed.

By a Transfer dated 6 October 1982 made between (1) The Manchester Ship Canal Company Limited and (2) Shell UK Limited the covenants by the transferor contained in clause 6(a)(5) of the said Conveyance were released and a new covenant was created.

NOTE: Copy filed.

- 16 (26.03.2002) The Conveyance dated 6 July 1938 referred to above contains an option to repurchase on the terms therein mentioned.

C: Charges Register continued

- 17 (26.03.2002) The Conveyance dated 6 July 1938 referred to above contains provisions relating to the sale of the land as therein mentioned.
- 18 (26.03.2002) A Conveyance of the land edged and numbered 4 in blue on the title plan dated 16 August 1940 made between (1) Edward Gilbert Edmund Griffith and others and (2) 'Shell' Refining and Marketing Company Limited contains restrictive covenants.
- NOTE: Copy filed.*
- 19 (26.03.2002) The land edged and numbered 4 in blue on the title plan is subject to the rights reserved in the Conveyance dated 16 August 1940 referred to above.
- 20 (26.03.2002) A Conveyance of the land edged and numbered 5 and 6 in blue on the title plan and other land dated 19 July 1941 made between (1) the London Midland and Scottish Railway Company and the Great Western Railway Company and (2) 'Shell' Refining and Marketing Company Limited contains restrictive covenants.
- NOTE: Copy filed.*
- 21 (26.03.2002) An Agreement dated 21 November 1942 made between (1) The Manchester Ship Canal Company and (2) Shell Refining and Marketing Company Limited relates to the user of Oil Sites Road.
- NOTE 1: Copy filed under CH202789.*
- NOTE 2: The terms of the Agreement were varied by the Transfer dated 6 October 1982 referred to above.*
- NOTE 3:- By a Deed of Release and Confirmation dated 31 July 2011 made between (1) Shell U.K. Limited (2) Shell Chemicals U.K. Limited (3) Peel Land and Property (Ports) Limited and (4) The Manchester Ship Canal Company Limited the terms and conditions of the Agreement dated 21 November 1942 referred to above were altered as therein mentioned.*
- NOTE 4: Copy Deed of Release and Confirmation filed under CH551499.*
- 22 (26.03.2002) The land is subject to the rights granted in a Deed of Agreement and Grant dated 30 July 1948 made between (1) The British Transport Commission and (2) "Shell" Refining and Marketing Company Limited.
- By the Deed dated 13 September 1966 referred to below certain of the rights granted therein were released as therein mentioned.
- NOTE: Copy Deed of Agreement and Grant filed.*
- 23 (26.03.2002) A Coveyance of the land edged and numbered 16,17,18,19, 20 and 21 in blue on the title plan and other land dated 30 November 1959 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) The Shell Petroleum Company Limited contains restrictive covenants.
- NOTE: Copy filed.*
- 24 (26.03.2002) The land edged and numbered 16,17,18,19, 20 and 21 in blue on the title plan is subject to the rights reserved in the Conveyance dated 30 November 1959 referred to above.
- 25 (26.03.2002) The land edged and numbered 23, 24, 25, 26 and 31 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof dated 31 March 1960 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estates Commissioners and (3) The Shell Petroleum Company Limited:-
- "Excepted and reserved to the Queen's Majesty and her Successors
.....all rights of way and access to or over the premises now existing by means of any public road footpath bridge or other means"
- 26 (26.03.2002) The land is subject to the rights granted in a Deed dated 13 September 1966 made between (1) British Railways Board and (2) The Shell Company of the United Kingdom Limited.

C: Charges Register continued

NOTE: Copy filed.

- 27 (26.03.2002) An Agreement dated 20 November 1992 made between (1) The Manchester Ship Canal Company and (2) Shell U.K. Limited relates to the maintenance of Oil Sites Road.

NOTE: Copy filed.

- 28 (26.03.2002) 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.

- 29 (26.10.2009) An Agreement dated 25 July 1940 made between (1) The Manchester Ship Canal Company and (2) Shell Refining and Marketing Company Limited relates to the construction of a wharf and layby at Ince.

NOTE: Copy filed.

- 30 (16.11.2009) A Conveyance of the land edged and numbered 32 in blue on the title plan dated 28 December 1923 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Shell-Mex Limited contains restrictive covenants.

NOTE: Copy filed.

- 31 (16.11.2009) A Conveyance of the land edged and numbered 33 in blue on the title plan dated 1 December 1926 made between (1) The Manchester Ship Canal Company Limited (2) Williams Deacon's Bank Limited and (3) Shell-Mex Limited contains restrictive covenants.

NOTE: Copy filed.

- 32 (16.11.2009) A Conveyance of the land edged and numbered 34 in blue on the title plan dated 11 June 1928 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Shell-Mex Limited contains restrictive covenants.

NOTE: Copy filed.

- 33 (02.08.2011) The land is subject to the rights granted by a Deed dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH531237.

- 34 (03.08.2011) The land is subject to the rights reserved by a Deed dated 15 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed.

- 35 (04.08.2011) The lease of The Lubes Blending Plant dated 17 July 2011 made between (1) Shell U.K. Limited and (2) Shell Property Company Limited referred to in the schedule of leases hereto contains restrictive covenants by the landlord.

- 36 (04.08.2011) The lease of The Polymer Modified Bitumen Plant dated 17 July 2011 made between (1) Shell U.K. Limited and (2) Shell Property Company Limited referred to in the schedule of leases hereto contains restrictive covenants by the landlord.

- 37 (05.08.2011) A lease dated 15 July 2011 of North Site Tankage for 51 years and 10 days from 15 July 2011 made between (1) Shell Property Company Limited and (2) Shell Holdings (U.K.) Limited contains covenants by the landlord.

NOTE: Tenants title registered under CH605405.

- 38 (05.09.2011) A Transfer of the land in this title and other land dated 31 July 2011 made between (1) Shell U.K. Limited and (2) Essar Oil (UK) Limited contains restrictive covenants.

C: Charges Register continued

NOTE:-Copy filed under MAN153102.

- 39 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Shell Chemicals UK Limited (4) Shell Research Limited (5) Shell UK Limited and (6) Essar Oil (UK) Limited contains provisions supplemental to a Deed of Cross Rights Dated 15 July 2011 and Transfer dated 18 July 2011.

NOTE:-Copy filed under CH605438.

- 40 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Essar Oil (UK) Limited (4) Shell Research Limited (5) Shell Chemicals U.K. Limited and (6) Shell UK Limited contains provisions supplemental to a deed dated 18 July 2011.

NOTE:-Copy filed under CH531237.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	04.08.2011 tinted yellow	The Polymer Modified Bitumen Plant	17.07.2011 51 years and 10 days from 17.7.2011	CH605397

NOTE: See entry in the Charges Register relating to landlords restrictive covenants

End of register

The electronic official copy of the register follows this message.

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

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy
of register of
title

Title number CH606018

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 17 FEB 2020 at 17:53:08.
- 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 21 Mar 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north and the south sides of Oil Sites Road, Ellesmere Port.

NOTE 1: The land tinted green on the title plan is not included in the title.

NOTE 2: The boundary of the land where it abuts on the River Gowy is the Mean High Water Mark from time to time.

2 As to the parts edged and numbered 1, 2, 3, 7 to 12 (inclusive), 14 and 17 in blue on the title plan the mines and minerals together with ancillary powers of working are excepted.

3 (26.03.2002) An Agreement dated 10 June 1929 made between (1) The Manchester Ship Canal Company and (2) Shell-Mex Limited relates to the construction of six lines of oil pipes.

NOTE: Copy filed under CH483757.

4 (26.03.2002) An Agreement dated 8 November 1933 made between (1) The Manchester Ship Canal Company and (2) Shell-Mex and B.P. Limited relates to easements in the vicinity of Corridor Road.

NOTE: Copy filed under CH483757.

5 (26.03.2002) The land edged and numbered 7 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance thereof dated 19 November 1937 referred to in the Charges Register.

6 (26.03.2002) The land edged and numbered 8 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance thereof dated 19 November 1937 referred to in the Charges Register.

NOTE: By the Conveyance dated 31 March 1967 referred to below the rights reserved were released as therein mentioned.

7 (26.03.2002) The Conveyance dated 19 November 1937 of the land edged

A: Property Register continued

and numbered 7 in blue on the title plan referred to in the Charges Register contains provisions as to the diversion of works as therein mentioned.

8 (26.03.2002) The Conveyance dated 19 November 1937 of the land edged and numbered 8 in blue on the title plan referred to in the Charges Register contains provisions as to the diversion of works as therein mentioned.

9 (26.03.2002) The land edged and numbered 9 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 6 July 1938 referred to in the Charges Register

10 (26.03.2002) The Conveyance dated 6 July 1938 referred to in the Charges Register contains provisions as to the diversion of works as therein mentioned.

11 (26.03.2002) The parts of the land affected thereby has the benefit of the rights granted in but is subject to the rights granted in a Conveyance of a coaster berth adjoining the wharf hatched blue on the title plan dated 31 March 1967 made between (1) The Shell Company of the United Kingdom Limited and (2) The Manchester Ship Canal Company.

NOTE: Copy Duplicate Conveyance filed under CH483757.

12 The Transfer dated 8 March 1988 referred to in the Charges Register contains provisions as therein mentioned.

13 The land edged and numbered 2, 3 and 4 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 29 April 1988 referred to in the Charges Register.

14 (26.03.2002) The parts of the land affected thereby has the benefit of the rights reserved by but is subject to the rights granted in a Transfer of the land edged and numbered 1 in blue on the title plan dated 10 October 1995 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

By a Deed dated 10 May 1996 made between (1) Shell U.K. Limited and (2) Shell Research Limited the Transfer was varied by the substitution of a new plan therein.

NOTE: Copy duplicate Transfer and Deed filed under CH483759.

15 (05.08.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title and other land dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH605439.

16 (05.08.2011) The Transfer dated 18 July 2011 referred to above contains a provision relating to the creation of easements as therein mentioned.

17 (05.09.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 31 July 2011 made between (1) Shell Chemicals U.K. Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed.

18 (05.09.2011) The Transfer dated 31 July 2011 referred to above contains a provision relating to the creation of easements as therein mentioned.

19 (16.08.2012) The land has the benefit of the rights granted by a Deed dated 16 July 2012 made between (1) Church Commissioners For England and (2) Essar Oil (UK) Limited.

NOTE:-Copy filed under CH590626.

20 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

A: Property Register continued

NOTE: Copy filed under MS562863.

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 (05.09.2011) PROPRIETOR: Essar Oil (UK) Limited (Co. Regn. No. 07071400) of 3rd Floor, Lansdowne House, 57 Berkeley Square, London W1J 6RB.
- 2 (05.09.2011) The price stated to have been paid on 31 July 2011 was £27,841,238.
- 3 (05.08.2011) RESTRICTION: No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietors or their conveyancer that the provisions of clause 9(b) of the Transfer dated 18 July 2011 referred to the Property Register have been complied with.
- 4 (05.09.2011) RESTRICTION: No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor of the registered estate or its conveyancer that the provisions of clause 7(a) of the Transfer dated 31 July 2011 referred to in the Property Register have been complied with.
- 5 (29.08.2014) RESTRICTION: No transfer or lease of more than seven years from the date of the commencement of the term of the lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of paragraph 4 of Schedule 2 of a deed of grant dated 18 July 2011 made between (1) Shell UK Limited and (2) Shell Research Limited have been complied with.
- 6 (15.10.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Peel Water Services Limited of Peel Dome The Trafford Centre Manchester M17 8PL or their conveyancer that the provisions of clause 5.2 of the Deed of Grant dated 31 July 2011 made between (1) The Manchester Ship Canal Company Limited (2) Peel Water Services Limited (3) Shell U.K. Limited, Shell Chemicals U.K. Limited and Shell Research Limited have been complied with or that they do not apply to the disposition.

C: Charges Register

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

- 1 (26.03.2002) Such parts of the land in this title as are affected thereby are subject to the exceptions reservations covenants conditions and provisions referred to in an Indenture dated 31 October 1888 made between (1) The Dean and Chapter of Chester (2) The Ecclesiastical Commissioners for England and (3) The Manchester Ship Canal Company. No further particulars of the said Indenture were supplied on first registration.
- 2 (26.03.2002) A Conveyance of the land edged and numbered 17 in blue on the title plan and other land dated 22 November 1918 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) British Petroleum Company Limited contains restrictive covenants.

NOTE: Copy filed under CH483757.

C: Charges Register continued

- 3 (05.09.2011) The land edged and numbered 17 in blue on the title plan is subject to the rights reserved by the Conveyance dated 22 November 1918 referred to above.
- 4 A Conveyance of the land edged and numbered 2, 3 and 4 in blue on the title plan and other land dated 17 July 1919 made between (1) The Dean and Chapter of the Cathedral Church of Christ and the Blessed Virgin Mary in Chester (Dean and Chapter) (2) The Ecclesiastical Commissioners for England (Commissioners) and (3) The Manchester Ship Canal Company (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 A Conveyance of the land edged and numbered 2 and 3 in blue on the title plan and other land dated 22 September 1920 made between (1) The Manchester Ship Canal Company and (2) The British Mexican Petroleum Company Limited contains restrictive covenants and reservations.
- NOTE: Copy filed under CH293434.*
- 6 (26.03.2002) The parts of the land affected thereby are subject for a term of 90 years from 24 June 1918 to the rights granted in a Deed of Grant of Easements dated 30 September 1920 made between (1) The Manchester Ship Canal Company (2) The Salt Union Limited and (3) The Mersey Power Company Limited.
- NOTE 1: No copy of the plan referred to in the Deed was produced on first registration
- NOTE 2: Copy Deed filed under CH483757.*
- 7 (26.03.2002) The land edged and numbered 7, 8(part of) and 9 in blue on the title plan is subject to the rights reserved by a Conveyance thereof and other land dated 31 December 1928 made between (1) Clementina Churchill Park-Yates (Vendor) and (2) The Manchester Ship Canal Company.
- NOTE:- Copy filed under CH483757.*
- 8 (26.03.2002) A Conveyance of the land edged and numbered 7 in blue on the title plan and other land dated 19 November 1937 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) Shell-Mex and B.P. Limited contains restrictive covenants.
- NOTE: Copy filed under CH483757.*
- 9 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains provisions relating to the sale of the land as therein mentioned.
- 10 (05.08.2011) The Conveyance dated 19 November 1937 referred to above contains an option to repurchase on the terms therein mentioned.
- 11 (26.03.2002) A Conveyance of the land edged and numbered 8 in blue on the title plan and other land dated 19 November 1937 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) Shell Refineries Limited contains restrictive covenants.
- NOTE: Copy filed under CH483757.*
- 12 (26.03.2002) The Conveyance dated 19 November 1937 referred to above contains provisions relating to the sale of the land as therein mentioned.
- 13 (05.08.2011) The Conveyance dated 19 November 1937 referred to above contains an option to repurchase on the terms therein mentioned.
- 14 (26.03.2002) A Conveyance of the land edged and numbered 9 in blue on the title plan and other land dated 6 July 1938 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) Shell Refineries Limited contains restrictive covenants.
- NOTE: Copy filed under CH483757.*

By a Transfer dated 6 October 1982 made between (1) The Manchester Ship Canal Company Limited and (2) Shell UK Limited the covenants by the

C: Charges Register continued

transferor contained in clause 6(a)(5) of the said Conveyance were released and a new covenant was created.

NOTE: Copy filed under CH483757.

15 (26.03.2002) The Conveyance dated 6 July 1938 referred to above contains provisions relating to the sale of the land as therein mentioned.

16 The land edged and numbered 3 in blue on the title plan is subject to the rights reserved by a Deed of Exchange dated 21 August 1940 made between (1) Manchester Ship Canal Company and (2) Cheshire Rivers Catchment Board.

NOTE: Copy Deed filed under CH293434.

17 (26.03.2002) A Conveyance of the land edged and numbered 10, 11 and 12 in blue on the title plan and other land dated 30 November 1959 made between (1) The Manchester Ship Canal Company (2) Williams Deacons Bank Limited and (3) The Shell Petroleum Company Limited contains restrictive covenants.

NOTE: Copy filed under CH483757.

18 (26.03.2002) The land edged and numbered 10, 11 and 12 in blue on the title plan is subject to the rights reserved in the Conveyance dated 30 November 1959 referred to above.

19 (26.03.2002) The land edged and numbered 13 and 14 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof dated 31 March 1960 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estates Commissioners and (3) The Shell Petroleum Company Limited:-

"Excepted and reserved to the Queen's Majesty and her Successors
.....all rights of way and access to or over the premises now
existing by means of any public road footpath bridge or other means"

20 The land edged and numbered 2 in blue on the title plan is subject to the rights reserved by a Conveyance dated 11 April 1968 made between (1) Esso Petroleum Company Limited and (2) Burmah Oil Trading Limited.

NOTE: Copy filed under CH293434.

21 (26.03.2002) The parts of the land affected thereby are subject for a term of 999 years from 1 January 1965 to the rights granted in a Deed dated 24 June 1968 made between (1) Shell U.K. Limited and (2) United Kingdom Oil Pipelines Limited.

22 (26.03.2002) 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.

23 By a Deed of Variation dated 1 July 1985 made between (1) The Manchester Ship Canal Company and (2) Burmah Oil Trading Limited the terms of the Conveyance dated 22 September 1920 referred to above were varied as therein mentioned.

NOTE: Duplicate filed under CH293434.

24 A Transfer of the land edged and numbered 2, 3 and 4 in blue on the title plan and other land dated 8 March 1988 made by (1) Burmah Oil Trading Limited to (2) Ellesmere Port and Neston Borough Council contains covenants.

NOTE: Original filed under CH290654.

25 A Transfer of the land edged and numbered 2, 3 and 4 in blue on the title plan and other land dated 29 April 1988 made by (1) Ellesmere Port and Neston Borough Council to (2) Shell UK Limited contains covenants.

NOTE: Copy filed under CH293434.

26 (15.11.1993) An Agreement dated 27 July 1990 made between (1) Shell UK

C: Charges Register continued

Limited and (2) Cleanaway Limited relates to the obtaining of river water and discharging of aqueous effluent.

NOTE: Copy filed under CH367038.

- 27 (03.08.2011) The land is subject to the rights reserved by a Deed dated 15 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH483757.

- 28 (04.08.2011) The lease of The Alcohols Unit dated 15 July 2011 made between (1) Shell Property Company Limited and (2) Shell Holdings (U.K.) Limited referred to in the schedule of leases hereto contains covenants by the landlord.

- 29 (04.08.2011) The lease of The Chemicals Traffic Office dated 15 July 2011 made between (1) Shell Property Company Limited and (2) Shell Holdings (U.K.) Limited referred to in the schedule of leases hereto contains covenants by the landlord.

- 30 (04.08.2011) The lease of North Site Tankage dated 15 July 2011 made between (1) Shell Property Company Limited and (2) Shell Holdings (U.K.) Limited referred to in the schedule of leases hereto contains covenants by the landlord.

- 31 (02.08.2011) The land is subject to the rights granted by a Deed dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH531237.

- 32 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Essar Oil (UK) Limited (4) Shell Research Limited (5) Shell Chemicals UK Limited and (6) Shell UK Limited contains provisions supplemental to a Deed dated 18 July 2011.

NOTE:-Copy filed under CH531237.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 July 1919 referred to in the Charges Register:-

"AND the Company on behalf of themselves their successors in title and assigns DO HEREBY COVENANT with the Dean and Chapter their successors and assigns and also with the Commissioners and their successors to the intent and so that such covenants shall be binding on the Company their successors and assigns and so far as may be on the said hereditaments hereinbefore described and expressed to be hereby conveyed into whosoever hands the same may come and that the benefit of such covenants shall run with the remainder of the estate of the Dean and Chapter known as the Stanney Estate situate in Great Stanney Little Stanney and Stoke in the said County of Chester in manner following that is to say

(a) Not to heighten or lower the sluice flood-gates in the said River Gowy at the said Folly Bridge and to maintain and keep in good and proper repair and condition and working order the sluice and floodgates and to maintain and keep in like repair and condition the bank on the said hereditaments hereinbefore described and expressed to be hereby conveyed

(b) To regularly clean out and keep open free from obstruction the said River Gowy co-terminous with the said hereditaments hereinbefore described and expressed to be hereby conveyed and all streams watercourses and ditches running through the said hereditaments hereinbefore described and expressed to be hereby conveyed

(c) To keep the Dean and Chapter their successors in title and assigns

Schedule of restrictive covenants continued

indemnified against all actions claims and demands for or on account of any loss or damage which the owners lessees tenants or occupiers of any lands or other property of whatsoever nature or kind may sustain by or by reason of the non-observance or non-performance of the covenants or by reason on the non-observance hereinbefore contained and

(d) That neither the said hereditaments hereinbefore described and expressed to be hereby conveyed nor any building or buildings erection or erections to be erected thereon shall be used as a hotel public house or tavern or for the sale of beer wine or spirits (which shall include the sale or consumption of wine beer or spirits in such buildings or erections if used as a club)"

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	04.08.2011 Tinted pink	The Alcohols Unit	15.07.2011 51 years and 10 days from 15.7.2011	CH605404
	NOTE: See entry in the Charges Register relating to landlords restrictive covenants			
2	04.08.2011 Tinted mauve	The Chemicals Traffic Office	15.07.2011 51 years and 10 days from 15.7.2011	CH605402
	NOTE: See entry in the Charges Register relating to landlords restrictive covenants			
3	04.08.2011 tinted yellow	North Site Tankage	15.07.2011 51 years and 10 days from 15.7.2011	CH605405
	NOTE: See entry in the Charges Register relating to landlords restrictive covenants			

End of register

The electronic official copy of the register follows this message.

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

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number CH524310

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 30 OCT 2020 at 12:02:01.
- 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 Apr 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (10.08.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north east of Corridor Road, Ellesmere Port.
- 2 (10.08.2004) The mines and minerals together with ancillary powers of working are excepted.
- 3 (10.08.2004) The land in this title has the benefit of the rights granted by a Transfer of the land in this title dated 6 July 2004 made between (1) The Manchester Ship Canal Company Limited and (2) Shell U.K. Limited.
NOTE: Copy filed.
- 4 (05.09.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 July 2011 referred to in the Charges Register.
- 5 (05.09.2011) The Transfer dated 31 July 2011 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 6 (16.08.2012) The land has the benefit of the rights granted by a Deed dated 16 July 2012 made between (1) Church Commissioners For England and (2) Essar Oil (UK) Limited.
NOTE:-Copy filed under CH590626.
- 7 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.
NOTE: Copy filed under MS562863.

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 number CH524310

Title absolute

- 1 (05.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.
- 2 (05.09.2011) The price stated to have been paid on 31 July 2011 for the land in this title and other land was £32,633,192.
- 3 (05.09.2011) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of clause 5(a) of the Transfer dated 31 July 2011 referred to in the Charges Register have been complied with.
- 4 (29.08.2014) RESTRICTION: No transfer or lease of more than seven years from the date of commencement of the term of the lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of paragraph 4 of schedule 2 of a deed of grant dated 18 July 2011 made between (1) Shell UK Limited and (2) Shell Research Limited have been complied with.

C: Charges Register

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

- 1 (03.08.2011) The land is subject to the rights reserved by a Deed dated 15 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.
NOTE: Copy filed under CH483757.
- 2 (03.08.2011) The land is subject to the rights granted by a Deed dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.
The said Deed also contains restrictive covenants by the grantor.
NOTE: Copy filed under CH531237.
- 3 (05.09.2011) A Transfer of the land in this title and other land dated 31 July 2011 made between (1) Shell U.K. Limited and (2) Essar Oil (UK) Limited contains restrictive covenants.
NOTE:-Copy filed under MAN153102.
- 4 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Essar Oil (UK) Limited (4) Shell Research Limited (5) Shell Chemicals UK Limited and (6) Shell UK Limited contains provisions supplemental to a Deed dated 18 July 2011.
NOTE:-Copy filed under CH531237.
- 5 (29.08.2014) A deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Shell Chemicals UK Limited (4) Shell Research UK Limited (5) Shell UK Limited and (6) Essar Oil (UK) Limited contains provisions supplemental to a Deed of Cross Rights dated 15 July 2011 and a Transfer dated 18 July 2011.
NOTE:-Copy filed under CH605438.

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 HM Land Registry.

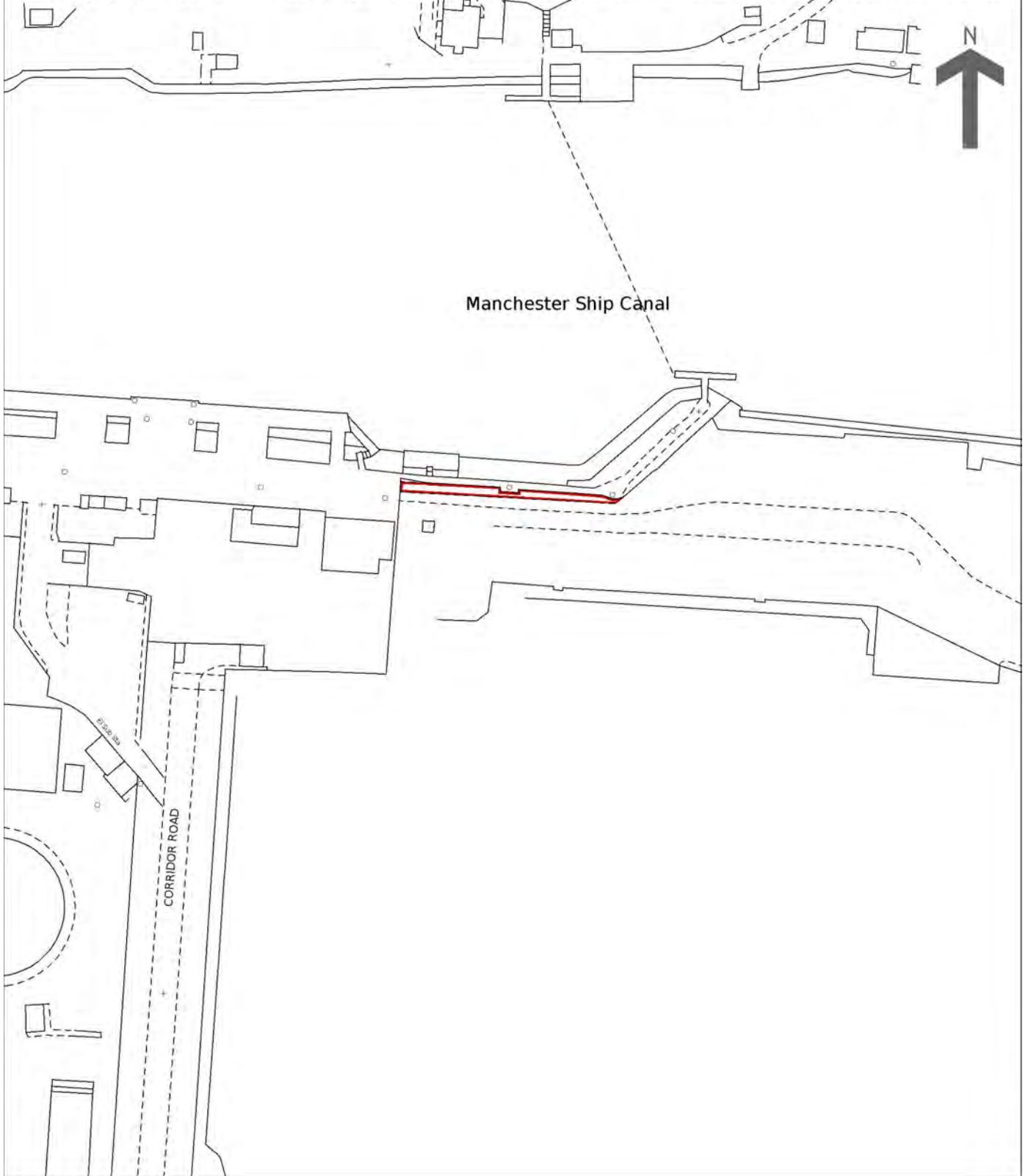
There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 04 April 2022 shows the state of this title plan on 30 October 2020 at 12:02:01. 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, Birkenhead Office .



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The electronic official copy of the register follows this message.

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

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number CH483759

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 17 FEB 2020 at 17:53:10.
- 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 21 Mar 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (26.03.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings lying to the south of Oil Sites Road, Ellesmere Port.

NOTE 1: The boundary of the land where it abuts on the River Gowy is the Mean High Water Mark from time to time.

NOTE 2: As to the part edged and numbered 20 in blue on the title plan only the bridge over the canal is included in the title.

- 2 (26.03.2002) As to the land edged and numbered 10 in blue on the title plan the mines and minerals together with the ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (26.03.2002) There are excepted from the land edged and numbered 9 in blue on the title plan the mines and minerals lying below 200 feet from the surface together with the ancillary powers of working excepted by the Conveyance dated 1 October 1936 referred to in the Charges Register.
- 4 (26.03.2002) There are excepted from the land edged and numbered 8 in blue on the title plan the mines and minerals below 200 feet from the surface together with ancillary powers of working with provision for compensation in the event of damage caused thereby as excepted by the Conveyance dated 28 July 1938 referred to in the Charges Register.
- 5 (26.03.2002) As to the land edged and numbered 13, 14, 15, 16, 17 and 18 in blue on the title plan the mines and minerals together with ancillary powers of working are excepted.
- 6 (26.03.2002) As to the part edged and numbered 5 and 6 in blue on the title plan the mines and minerals lying below 200 feet of the surface together with ancillary powers of working are excepted with the provision for compensation in the event of damage caused thereby.
- 7 (26.03.2002) The land has the benefit of the rights reserved by a Conveyance of adjoining land edged and numbered 4 in blue on the title plan dated 1 April 1955 made between (1) Shell Refining and Marketing Company Limited and (2) Shell Research Limited.

A: Property Register continued

NOTE: Copy Duplicate Conveyance filed.

8 (26.03.2002) The Conveyance dated 14 July 1966 referred to in the Charges Register contains provisions as to light or air and other matters.

9 (15.03.2005) A Transfer and Agreement dated 28 January 1969 made between (1) British Waterways Board and (2) Shell U.K. Limited contains provisions relating to the bridge edged and numbered 20 in blue on the title plan.

NOTE: Copy filed.

10 (26.03.2002) The land has the benefit of the rights reserved by but is subject to the rights granted in a Conveyance and Deed of Grant of adjoining land edged and numbered 12 in blue on the title plan dated 22 January 1973 made between (1) Shell U.K. Limited and (2) The Mayor Aldermen and Burgesses of the Borough of Ellesmere Port.

NOTE: Copy Duplicate Conveyance and Deed of Grant filed.

11 (26.03.2002) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered 11 in blue on the title plan dated 28 June 1994 made between (1) Shell U.K. Limited and (2) Robert Hedley Martin and Pauline Martin.

NOTE: Copy Transfer filed.

12 (26.03.2002) The land has the benefit of the rights reserved by but is subject to the rights granted in a Transfer of the land edged and numbered 7 in blue on the title plan dated 10 October 1995 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

By a Deed dated 10 May 1996 made between (1) Shell U.K. Limited and (2) Shell Research Limited the Transfer was varied by the substitution of a new plan therein.

NOTE: Copy duplicate Transfer and Deed filed.

13 (01.02.2005) The land edged and numbered 19 in blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer thereof dated 13 January 2005 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

NOTE: Copy filed under CH531237.

14 (17.02.2006) The land edged and numbered 20 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer and Agreement dated 28 January 1969 referred to in the Charges Register.

15 (28.04.2009) The land edged and numbered 21 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance thereof and other land dated 11 May 1940 made between (1) Walter Samuel Peet and Cecil Peet (2) Elizabeth Lanceley and and others and (3) Shell Refining and Marketing Company Limited .

NOTE: Copy filed.

16 (28.04.2009) The land has the benefit of the rights granted by a Deed of Grant dated 31 December 1949 made between (1) The British Transport Commission and (2) Shell Refining and Marketing Company Limited.

NOTE: Copy filed under CH483757.

17 (05.08.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land on the title plan and other land dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH605439.

18 (08.09.2011) The land has the benefit of the rights granted by a Deed of Grant dated 31 July 2011 made between (1) The Manchester Ship Canal

A: Property Register continued

Company Limited (2) Peel Water Services Limited and (3) Shell U.K. Limited, Shell Chemicals U.K. Limited and Shell Research Limited for a term of 21 years and 106 days until 31 December 2031.

NOTE 1: A Deed of Covenant dated 31 July 2011 made between (1) Essar Oil (UK) Limited (2) The Manchester Ship Canal Company Limited and (3) Peel Water Services Limited is supplemental to the Deed of Grant dated 31 July 2011 referred to above.

NOTE 2: Copy Deeds filed under CH531237.

- 19 (08.09.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 July 2011 referred to in the Charges Register.
- 20 (08.09.2011) The Transfer dated 31 July 2011 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 21 (16.08.2012) The land has the benefit of the rights granted by a Deed dated 16 July 2012 made between (1) Church Commissioners For England and (2) Essar Oil (UK) Limited.
- NOTE:-Copy filed under CH590626.
- 22 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (05.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.
- 2 A Deed of Exchange dated 6 November 1968 made between (1) The Mayor Aldermen and Burgesses of the Borough of Ellesmere Port (the Corporation) and (2) Shell U.K. Limited (the Company) contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.
- 3 A Conveyance of the land edged and numbered 23 and 24 in blue on the title plan and other land dated 28 December 1940 made between (1) Cecil James Hugo Morris (2) Richard Alfred Leicester Billson and Brooks Crompton Wood (3) Sarah Stock Morris, Marion Elizabeth Morris and Hilda May Morris (4) William Johnson Lee and Joseph Alfred Whitby and (5) The Shell Refining and Marketing Company Limited contains purchaser's personal covenants.
- The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof
- NOTE:-Copy filed.
- 4 A Conveyance dated 2 March 1964 made between (1) The Shell Petroleum Company Limited and (2) The Shell Company of the United Kingdom Limited contains a covenant of indemnity in respect of the covenants in the Conveyance dated 28 July 1938 referred to in the Charge Register.
- The Transfer to the present proprietor contains a covenant to observe

B: Proprietorship Register continued

and perform the aforesaid covenant(s) and of indemnity in respect thereof.

- 5 (08.09.2011) RESTRICTION: No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietor or their conveyancer that the provisions of clause 9(b) of the Transfer dated 18 July 2011 referred to in Property Register have been complied with.
- 6 (08.09.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of the registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Peel Water Services Limited (Co. Regn. No 06680323) of Peel Dome, The Trafford Centre, Manchester M17 8PL or their conveyancer that the provisions of clause 3 of a Deed of Covenant dated 31 July 2011 made between (1) Essar Oil (UK) Limited, (2) The Manchester Ship Canal Company Limited, (3) Peel Environmental Limited and (4) Peel Land and Property (Ports) Limited have been complied with or that they do not apply to the disposition.
- NOTE:- Copy Deed of Covenant filed.*
- 7 (08.09.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of the registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Peel Water Services Limited (Co. Regn. No 06680323) of Peel Dome, The Trafford Centre, Manchester M17 8PL or their conveyancer that the provisions of clause 5.2 of the Deed of Grant dated 31 July 2011 referred to in the Property Register have been complied with or they do not apply to the disposition.
- 8 (08.09.2011) The price stated to have been paid on 31 July 2011 for the land in this title and other land was £32,633,192.
- 9 (08.09.2011) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of clause 5(a) of the Transfer dated 31 July 2011 referred to in the Charges Register have been complied with.
- 10 (29.08.2014) RESTRICTION: No transfer or lease of more than seven years from the date of commencement of the term of the lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of paragraph 4 of Schedule 2 of a Deed of Grant dated 18 July 2011 made between (1) Shell UK Limited and (2) Shell Research Limited have been complied with.

Schedule of personal covenants

- 1 The following are details of the covenants contained in the Deed of Exchange dated 6 November 1968 referred to in the Proprietorship Register:

"The Company HEREBY COVENANTS with the Corporation that the Company will to the reasonable satisfaction of the Corporation:-

(i) erect within three months of the date hereof and thereafter maintain between the points 'A' 'B' and 'C' on the said plan a security fence in the Company's normal pattern

(ii) construct and maintain between the points 'B' and 'C' on the said plan partly on the land hereby conveyed to the Company and partly on the adjoining land of the Corporation a watertight earth retaining wall such wall to be twenty feet wide at its base ten feet in width at its top and of the same height as the existing walls or banks around the sludge beds on the adjoining land of the Corporation and to be so

Schedule of personal covenants continued

constructed that the centre line thereof shall lie on the boundary between the lands of the Corporation and the Company"

NOTE: Copy plan filed.

C: Charges Register

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

- 1 (26.03.2002) A Conveyance of the land edged and numbered 9 in blue on the title plan and other land dated 1 October 1936 and made between (1) The Dean and Chapter of the Cathedral Church of Christ and the Blessed Virgin Mary in Chester (2) The Ecclesiastical Commissioners for England and (3) The Ellesmere Port Urban District Council contains restrictive covenants.

NOTE: Copy filed.

- 2 (26.03.2002) The land edged and numbered 9 on the title plan is subject to the rights reserved by the Conveyance dated 1 October 1936 referred to above.

- 3 (26.03.2002) A Conveyance of the land edged and numbered 10 in blue on the title plan dated 8 October 1936 made between (1) Edward Waldegrave Griffin (Vendor) and (2) Bent's Brewery Company Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 4 (26.03.2002) The land edged and numbered 10 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 8 October 1936 referred to above:-

"EXCEPT AND RESERVING unto the Vendor the free and uninterrupted passage and running of water and soil from and to the adjoining and neighbouring lands and buildings of the Vendor and his tenants through through all sewers soughs pipes drains and watercourses which are now or may at any time hereafter be in under or through the said plot of land hereby assured."

- 5 (26.03.2002) A Conveyance of the land edged and numbered 8 in blue on the title plan and other land dated 28 July 1938 made between (1) The Dean and Chapter of the Cathedral Church of Christ and the Blessed Virgin Mary (2) The Ecclesiastical Commissioners for England and (3) Shell Refineries Limited contains restrictive covenants.

NOTE: Copy filed.

- 6 (26.03.2002) The land edged and numbered 8 in blue on the title plan is subject to the rights reserved by the Conveyance dated 28 July 1938 referred to above.

- 7 (26.03.2002) A Conveyance of the lands edged and numbered 13, 14, 15, 16, 17 and 18 in blue on the title plan and other land dated 27 April 1942 made between (1) Edward Gilbert Edmund Griffith and others (the Vendors) and (2) Lobitos Oilfields Limited (the Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 8 (26.03.2002) An Agreement dated 19 March 1946 made between (1) Shell Refining and Marketing Company Limited and (2) Ellesmere Port Urban District Council relates roads and footpaths.

NOTE: Copy filed.

- 9 (26.03.2002) An Agreement dated 12 May 1948 made between (1) The Cheshire Rivers Catchment Board and (2) The Shell Refining and Marketing Company Limited relates to a culvert along the length of the former Gale Brook.

NOTE: Copy filed.

- 10 (26.03.2002) An Agreement dated 2 November 1948 made between (1) The Cheshire Rivers Catchment Board and (2) The Shell Refining and

C: Charges Register continued

Marketing Company Limited relates to the diversion of Thornton Brook.

NOTE: Copy filed.

- 11 (26.03.2002) The land is subject to the rights granted in a Conveyance of Easements dated 5 March 1956 made between (1) Edward Gilbert Edmund Griffiths (2) Edward Gilbert Edmund Griffiths and others and (3) West Cheshire Water Board.

NOTE: Copy Duplicate Conveyance filed.

- 12 (26.03.2002) The land is subject to the rights granted and conveyed by a Conveyance dated 20 October 1959 made between (1) The Shell Petroleum Company Limited and (2) West Cheshire Water Board.

The conveyance contains covenants by the Grantor.

NOTE: Copy filed.

- 13 (26.03.2002) The land is subject for a period of 99 years from 25 March 1964 to the easements demised by a Lease dated 21 October 1965 made between (1) The Shell Company of the United Kingdom Limited and (2) Wirral Water Board.

NOTE: Copy filed.

- 14 (26.03.2002) A Conveyance of the lands edged and numbered 1, 2 and 3 in blue on the title plan dated 14 July 1966 made between (1) British Railways Board and (2) The Shell Company of the United Kingdom Limited contains restrictive covenants.

NOTE: Copy filed.

- 15 (26.03.2002) The land edged and numbered 1, 2 and 3 in blue on the title plan is subject to the rights reserved by the Conveyance dated 14 July 1966 referred to above.

- 16 (26.03.2002) The land is subject for a term of 999 years from 1 January 1965 to the rights granted in a Deed dated 24 June 1968 made between (1) Shell U.K. Limited and (2) United Kingdom Oil Pipelines Limited.

- 17 (26.03.2002) The land is subject to the rights granted by a Deed of Grant dated 26 March 1993 made between (1) Shell U.K. Limited and (2) North West Water Limited.

The said Deed contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 18 (17.02.2006) A Transfer and Agreement relating to the bridge over the land edged and numbered 20 in blue on the title plan dated 28 January 1969 made between (1) British Waterways Board and (2) Shell U.K. Limited contains restrictive covenants.

NOTE: Copy filed.

- 19 (28.04.2009) By a Conveyance dated 20 May 1955 made between (1) Thomas Wright and (2) Shell refining and Marketing Company Limited the land edged and numbered 25 in blue on the title plan was conveyed subject as therein mentioned.

NOTE 1: Copy filed.

NOTE 2: Neither the original Agreement dated 8 March 1935 referred to in the above deed nor a certified copy or examined abstract thereof was produced on first registration.

- 20 (28.04.2009) By a Conveyance dated 5 March 1956 made between (1) The Birkenhead Brewery Company Limited and (2) Shell Refining and Marketing Company Limited the land edged and numbered 22 in blue on the title plan was with other land conveyed subject as therein mentioned.

→ *NOTE 1: Copy filed.*

NOTE 2: Neither the original Conveyance dated 14 July 1934 referred to

C: Charges Register continued

in the above deed nor a certified copy or examined abstract thereof was produced on first registration.

- 21 (28.04.2009) The land is subject to the rights granted by a Deed dated 22 January 1973 made between (1) Shell UK Limited and (2) Johnson (Droitwich) Limited.

NOTE 1: The position of the easement strip referred to is shown in its approximate position on the title plan by a brown solid line.

NOTE 2:-Copy filed.

- 22 (02.08.2011) The land is subject to the rights granted by a Deed dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH531237.

- 23 (03.08.2011) The land is subject to the rights reserved by a Deed dated 15 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH483757.

- 24 (05.08.2011) A lease dated 15 July 2011 of the Alcohols Unit for 51 years and 10 days from 15 July 2011 made between (1) Shell Property Company Limited and (2) Shell Holdings (U.K.) Limited contains covenants by the landlord.

NOTE: Tenants title registered under CH605404.

- 25 (05.08.2011) A lease dated 15 July 2011 of the Chemicals Traffic Office for 51 years and 10 days from 15 July 2011 made between (1) Shell Property Company Limited and (2) Shell Holdings (U.K.) Limited contains covenants by the landlord.

NOTE: Tenants title registered under CH605402.

- 26 (08.09.2011) A Transfer of the land in this title and other land dated 31 July 2011 made between (1) Shell U.K. Limited and (2) Essar Oil (UK) Limited contains restrictive covenants.

NOTE:-Copy filed under MAN153102.

- 27 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Shell Chemicals UK Limited (4) Shell Research Limited (5) Shell UK Limited and (6) Essar Oil (UK) Limited contains provisions supplemental to a Deed of Cross Rights dated 15 July 2011 and Transfer dated 18 July 2011.

NOTE:-Copy filed under CH605438.

- 28 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Essar Oil (UK) Limited (4) Shell Research Limited (5) Shell Chemicals UK Limited and (6) Shell UK Limited contains provisions supplemental to a deed dated 18 July 2011.

NOTE:-Copy filed under CH531237.

- 29 (16.05.2016) Agreement for Lease dated 28 September 2015 in favour of Air Products (BR) Limited.

NOTE:-Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 8 October 1936 referred to in the Charges Register:-

Schedule of restrictive covenants continued

"THE Company to the intent and so as to bind (so far as practicable) the property hereby assured into whosoever hands the same may come and to benefit and protect the Ince and Thornton Estates of the said Clementina Churchill Park-Yates deceased but not so as to render the Company personally liable in damages for any breach of covenant committed after the Company shall have parted with all interest in the premises in respect of which such breach shall occur hereby covenants with the Vendor as follows:-

(1) Forthwith (if and so far as not already done) at its own expense and to the satisfaction of the Vendor or his Agent to fence off the said plot of land from the adjoining land of the Vendor with a good and substantial wall or fence high enough and strong enough to prevent trespass by cattle or horses and to the like satisfaction for ever hereafter to maintain such fence in good and substantial repair and high enough and strong enough for the purposes aforesaid

(ii) Not to erect any buildings on the said plot of land without first submitted plans shewing the general lay-out elevations and specifications thereof to the Vendor or his Agent for the time being and paying to the Vendor's Agent a reasonable fee not exceeding the sum of Two guineas and obtaining his approval in writing nor otherwise than in accordance with plans elevations and specifications so approved as aforesaid

(iii) Not to do or suffer to be done in or upon the said plot of land or any part thereof or any building thereon any act or thing which shall or may be or become a nuisance damage or annoyance to the Vendor or the owners or occupiers for the time being of any of the adjoining lands or neighbourhood or which may lessen the value of any of the said adjoining lands of the Vendor but nothing herein contained shall restrict any building erected by the Company on the land hereby assured being used as an Inn Hotel or Licensed premises for the sale of intoxicating liquors."

2 The following are details of the covenants contained in the Conveyance dated 27 April 1942 referred to in the Charges Register:-

"THE Purchasers hereby for themselves and their successors in title covenant with the Vendors and their successors in title being the owners of the remainder of the Ince Estate as shewn in red on the plan annexed hereto marked B adjoining the property hereby conveyed (the hatched parts having been sold or agreed to be sold by the Vendors) that the Purchasers and the persons deriving title under them will henceforth at all times hereafter observe and perform all and singular the restrictions and stipulations mentioned in the Fourth Schedule hereto so far as such restrictions and stipulations apply to the premises hereby conveyed or any part thereof

THE FOURTH SCHEDULE

Particulars of Restrictions and Stipulations
.....
..

(ii) That the Purchasers will not at any time use or permit to be used the property hereby conveyed or any part thereof so as to create constitute or perpetuate a nuisance to the owners or occupiers of any adjoining or neighbouring property

(iii) That no effluent shall at any time be discharged into any stream or fumes into the air which shall or may be in any way deleterious to any adjoining or neighbouring property or the purposes to which it may be put or any person or animals for the time being thereon

(iv) That the Purchasers will not at any time divert or otherwise interfere with any stream or drain in such manner as to cause any detriment to the water supply or drainage of any adjoining or neighbouring property and

(v) That no easement or right of light or otherwise (except such as may be specifically hereby conveyed) shall at any time be acquired over any adjoining or neighbouring land of the Vendors and so that any actual

Title number CH483759

Schedule of restrictive covenants continued

enjoyment of a type which might be or become the subject of an easement or right shall be deemed to be by the licence only of the Vendors and not so as to constitute any prescriptive right to such enjoyment

NOTE: The land shown in red on plan marked B lies to the east of the land in the Conveyance.

End of register

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number CH293434

Edition date 18.02.2020

- This official copy shows the entries on the register of title on 21 MAR 2022 at 13:18:14.
- 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 21 Mar 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (30.07.1985) 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 side of Oil Sites Road, Stanlow.
- 2 The mines and minerals together with ancillary powers of working are excepted.
- 3 The land edged brown on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 2 June 1978 referred to in the Charges Register.
- 4 The land has the benefit of the rights granted by paragraphs 3 and 4 of the First Schedule to the Transfer dated 8 March 1988 referred to in the Charges Register and is subject to the rights reserved by the said Transfer.
- 5 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 29 April 1988 referred to in the Charges Register.
- 6 The Transfer dated 8 March 1988 referred to in the Charges Register contains provisions as therein mentioned.
- 7 (15.11.1993) 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.
- 8 (15.11.1993) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH367038 in green on the filed plan dated 29 October 1993 made between (1) Shell UK Limited (the Transferor) and (2) Ellesmere Port and Neston Borough Council (the Transferee):-

"EXCEPTING AND RESERVING unto the Transferor and all other persons entitled thereto or authorised by the Transferor for the benefit of the remainder of the land comprised in the above Title and each and every part thereof a right of way with or without vehicles and for all purposes over the land coloured brown on the plan annexed hereto"

NOTE: Copy plan filed under CH367038.

A: Property Register continued

- 9 (25.05.2004) Land edged and lettered A in red on the title plan added.
- 10 (25.05.2004) The references affecting the lands edged and numbered 4 in blue, tinted yellow and tinted mauve on the title plan no longer have any significance as the entries relating thereto have been cancelled on the Register.
- 11 (04.08.2011) The edged and numbered 3 in brown 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.
- 12 (04.08.2011) The edged and numbered 4 in brown 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.
- 13 (05.08.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered CH605439 in green on the title plan and other land dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH605439.

- 14 (05.09.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 July 2011 referred to in the Charges Register.
- 15 (05.09.2011) The Transfer dated 31 July 2011 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 16 (15.11.2011) The land has the benefit of the rights granted by a Deed of Grant dated 31 July 2011 made between (1) The Manchester Ship Canal Company Limited (2) Peel Water Services Limited and (3) Shell U.K. Limited, Shell Chemicals U.K. Limited and Shell Research Limited for a term of 21 years and 106 days until 31 December 2031.

NOTE 1: A Deed of Covenant dated 31 July 2011 made between (1) Essar Oil (UK) Limited (2) The Manchester Ship Canal Company Limited and (3) Peel Water Services Limited is supplemental to the Deed of Grant dated 31 July 2011 referred to above.

NOTE 2: Copy Deeds filed under CH531237.

- 17 (16.08.2012) The land has the benefit of the rights granted by a Deed dated 16 July 2012 made between (1) Church Commissioners For England and (2) Essar Oil (UK) Limited.
- NOTE:-Copy filed under CH590626.*
- 18 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.
- NOTE: Copy filed under MS562863.*
- 19 (18.02.2020) The edged and numbered 7 in brown 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 (05.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.
- 2 (05.08.2011) RESTRICTION: No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be

B: Proprietorship Register continued

- registered without a certificate signed by registered proprietor or their conveyancer that the provisions of clause 9(b) of the Transfer dated 18 July 2011 referred to in the Property Register have been complied with.
- 3 (05.09.2011) The price stated to have been paid on 31 July 2011 for the land in this title and other land was £32,633,192.
- 4 (05.09.2011) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of clause 5(a) of the Transfer dated 31 July 2011 referred to in the Charges Register have been complied with.
- 5 (29.08.2014) RESTRICTION: No transfer or lease of more than seven years from the date of commencement of the term of the lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the registered proprietor, or its conveyancer that the provisions of paragraph 4 of Schedule 2 of a Deed of Grant dated 18 July 2011 made between (1) Shell UK Limited and (2) Shell Research Limited have been complied with.
- 6 (15.10.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Peel Water Services Limited of Peel Dome The Trafford Centre Manchester M17 8PL or their conveyancer that the provisions of clause 5.2 of the Deed of Grant dated 31 July 2011 made between (1) The Manchester Ship Canal Company Limited (2) Peel Water Services Limited (3) Shell U.K. Limited, Shell Chemicals U.K. Limited and Shell Research Limited have been complied with or that they do not apply to the disposition.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 17 July 1919 made between (1) The Dean and Chapter of the Cathedral Church of Christ and the Blessed Virgin Mary in Chester (Dean and Chapter) (2) The Ecclesiastical Commissioners for England (Commissioners) and (3) The Manchester Ship Canal Company (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land edged yellow on the title plan and other land dated 22 September 1920 made between (1) The Manchester Ship Canal Company and (2) The British Mexican Petroleum Company Limited contains restrictive covenants and reservations
- NOTE: Original filed.*
- 3 By a Deed of Exchange dated 29 October 1925 made between (1) The Manchester Ship Canal Company and (2) The British Mexican Petroleum Company United the land edged and numbered 3 in blue on the title plan was conveyed subject as therein mentioned.
- NOTE: Original filed.*
- 4 The land is subject to the rights excepted and reserved by a Deed of Exchange of the land tinted brown on the title plan dated 21 August 1940 made between (1) Manchester Ship Canal Company and (2) Cheshire Rivers Catchment Board.
- NOTE: Copy duplicate filed.*
- 5 The land edged and numbered 1 in blue on the title plan is subject for a term of 60 years from 15 May 1961 to the rights in respect of a gas main demised by a Deed of Grant dated 5 June 1961 made between (1) Esso Petroleum Company Limited and (2) North Western Gas Board.

C: Charges Register continued

NOTE: Original filed.

- 6 The land tinted pink on the title plan is subject to the rights reserved by a Conveyance dated 11 April 1968 made between (1) Esso Petroleum Company Limited and (2) Burmah Oil Trading Limited.

NOTE: Original filed.

- 7 The land is subject to the rights reserved by a Conveyance of the land edged and numbered 1 and 2 in blue on the title plan dated 20 January 1969 made between (1) The Manchester Ship Canal Company and (2) Burmah Oil Trading Limited.

NOTE: Copy filed.

- 8 A Conveyance of the land edged brown on the title plan dated 2 June 1978 made between (1) North West Water Authority and (2) Burmah Oil Trading Limited contains restrictive covenants.

NOTE: No further particulars were available on first registration.

- 9 By a Deed of Variation dated 1 July 1985 the terms of the Deed of Exchange dated 29 October 1925 and the Conveyances 22 September 1920 and 20 January 1969 all referred to above were varied as therein mentioned.

NOTE: Duplicate filed.

- 10 A Conveyance of the land tinted blue on the title plan and other land dated 1 July 1985 made between (1) The Manchester Ship Canal Company and (2) Burmah Oil Trading Limited contains restrictive covenants.

NOTE: Copy filed.

- 11 The land tinted blue on the title plan is subject to the rights reserved by the Conveyance dated 1 July 1985 referred to above.

- 12 A Transfer of the land in this title and other land dated 8 March 1988 made by (1) Burmah Oil Trading Limited to (2) Ellesmere Port and Neston Borough Council contains covenants.

NOTE: Original filed under CH290654.

- 13 A Transfer of the land in this title dated 29 April 1988 made by (1) Ellesmere Port and Neston Borough Council to (2) Shell UK Limited contains covenants.

NOTE: Original filed.

- 14 (29.06.1992) 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.

- 15 (15.11.1993) An Agreement dated 27 July 1990 made between (1) Shell UK Limited and (2) Cleanaway Limited relates to the obtaining of river water and discharging of aqueous effluent.

NOTE: Copy filed under CH367038.

- 16 (01.05.1997) The land edged and numbered 2 and 8 in brown on the title plan is subject to the rights demised for a term of 30 years from 4 December 1994 by a Lease of Easements dated 18 November 1996 made between (1) Shell UK Limited and (2) Air Products (BR) Limited.

NOTE: Copy filed.

- 17 (25.05.2004) A Transfer of the land edged and lettered A in red on the title plan dated 28 August 1986 made between (1) Burmah Oil Trading Limited and (2) Shell UK Limited contains restrictive covenants.

NOTE: Copy filed under CH265032.

- 18 (31.08.2010) On 31 August 2010 an application was made claiming that the Agreement dated 30 November 1967 referred to above has determined. The applicant claimed that the rights have merged under unity of sesin.

C: Charges Register continued

19 (02.08.2011) The land is subject to the rights granted by a Deed dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH531237.

20 (09.08.2011) By a Deed dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Gas Limited the terms of the lease dated 5 July 2006 of land and buildings on the south side of Oil Sites Road referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under CH588611.

21 (05.09.2011) A Transfer of the land in this title and other land dated 31 July 2011 made between (1) Shell U.K. Limited and (2) Essar Oil (UK) Limited contains restrictive covenants.

NOTE:-Copy filed under MAN153102.

22 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Essar Oil (Uk) Limited (4) Shell Research Limited (5) Shell Chemicals Uk Limited and (6) Shell Uk Limited contains provisions supplemental to a Deed of Grant dated 18 July 2011.

NOTE:-Copy filed under CH531237.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 17 July 1919 referred to in the Charges Register:-

"AND the Company on behalf of themselves their successors in title and assigns DO HEREBY COVENANT with the Dean and Chapter their successors and assigns and also with the Commissioners and their successors to the intent and so that such covenants shall be binding on the Company their successors and assigns and so far as may be on the said hereditaments hereinbefore described and expressed to be hereby conveyed into whosoever hands the same may come and that the benefit of such covenants shall run with the remainder of the estate of the Dean and Chapter known as the Stanney Estate situate in Great Stanney Little Stanney and Stoke in the said County of Chester in manner following that is to say

(a) Not to heighten or lower the sluice flood-gates in the said River Gowy at the said Folly Bridge and to maintain and keep in good and proper repair and condition and working order the sluice and floodgates and to maintain and keep in like repair and condition the bank on the said hereditaments hereinbefore described and expressed to be hereby conveyed

(b) To regularly clean out and keep open free from obstruction the said River Gowy co-terminous with the said hereditaments hereinbefore described and expressed to be hereby conveyed and all streams watercourses and ditches running through the said hereditaments hereinbefore described and expressed to be hereby conveyed

(c) To keep the Dean and Chapter their successors in title and assigns indemnified against all actions claims and demands for or on account of any loss or damage which the owners lessees tenants or occupiers of any lands or other property of whatsoever nature or kind may sustain by or by reason of the non-observance or non-performance of the covenants or by reason on the non-observance hereinbefore contained and

(d) That neither the said hereditaments hereinbefore described and expressed to be hereby conveyed nor any building or buildings erection or erections to be erected thereon shall be used as a hotel public house or tavern or for the sale of beer wine or spirits (which shall include the sale or consumption of wine beer or spirits in such buildings or erections if used as a club)"

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	11.08.2009	land and buildings on the south side of Oil Sites	05.07.2006 25 years from 05.07.2006	CH588611
	numbered 1 in brown (part of); 5 and 6 in brown	Road		
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 18 July 2011			

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 HM Land Registry.

This official copy is issued on 21 March 2022 shows the state of this title plan on 21 March 2022 at 13:18:15. 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, Birkenhead Office .

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MB25

H.M. LAND REGISTRY

TITLE NUMBER

CH293434

ORDNANCE SURVEY
PLAN REFERENCE

SJ4276
SJ4275

SJ4376
SJ4375

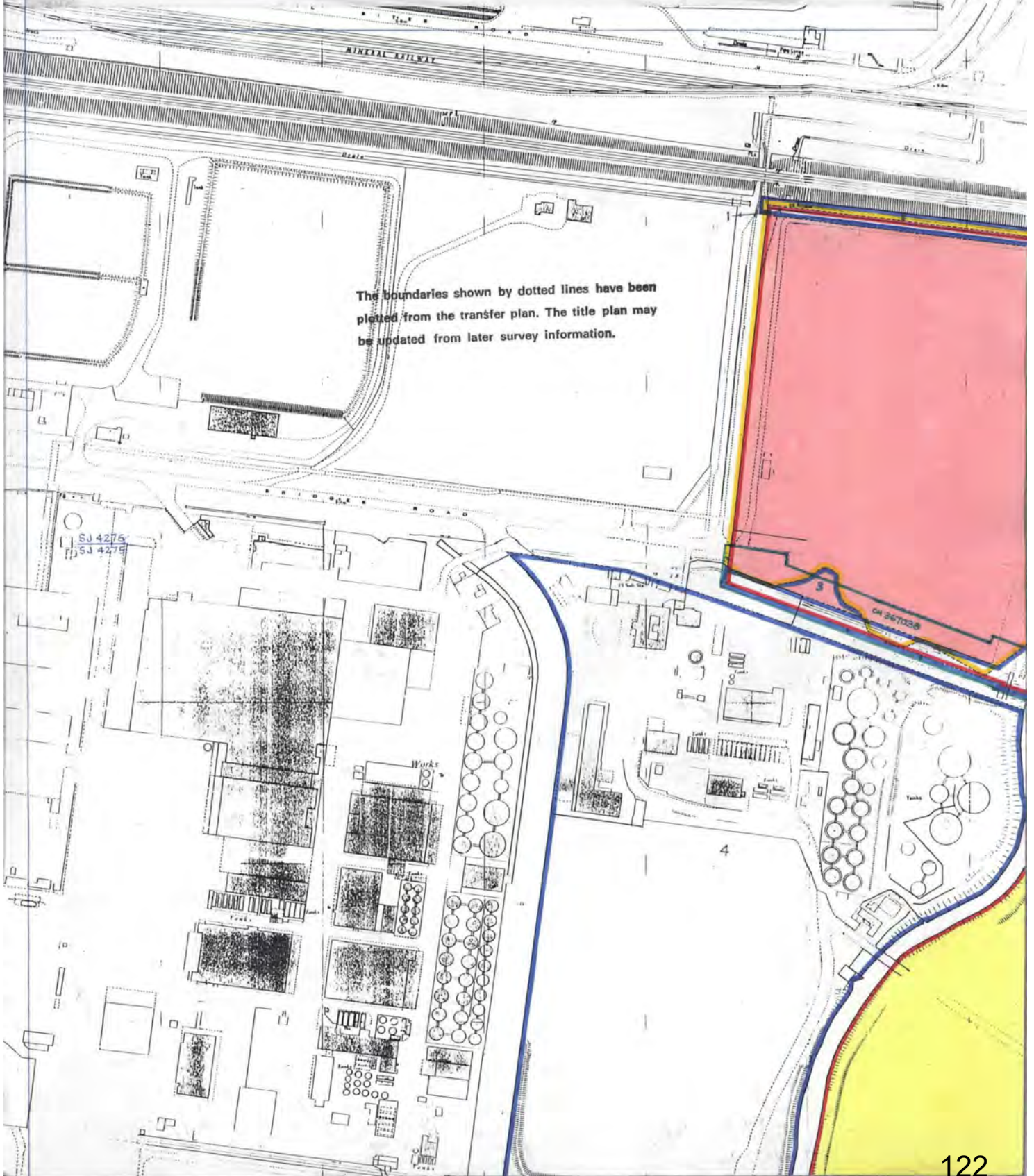
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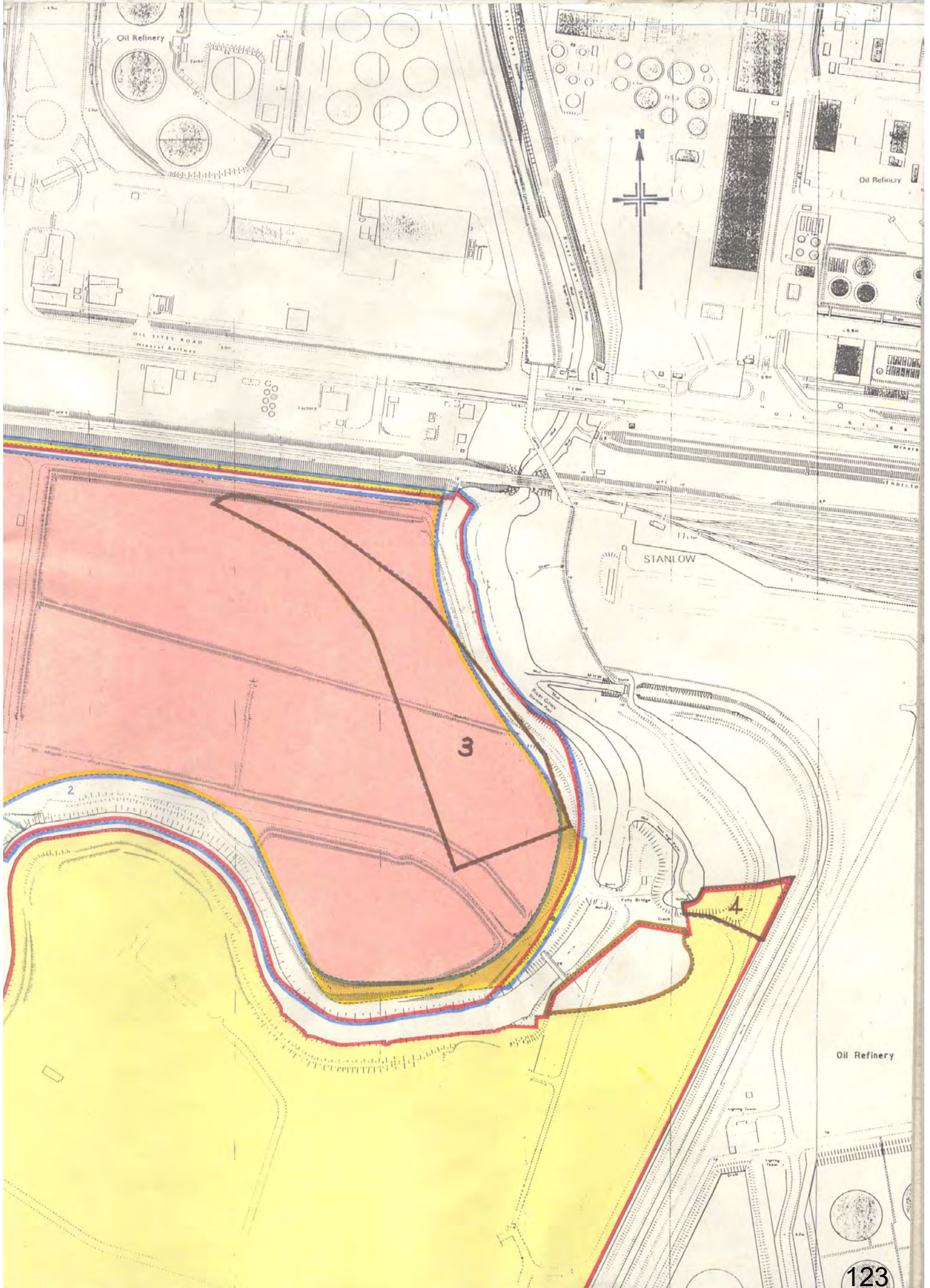
COUNTY CHESHIRE

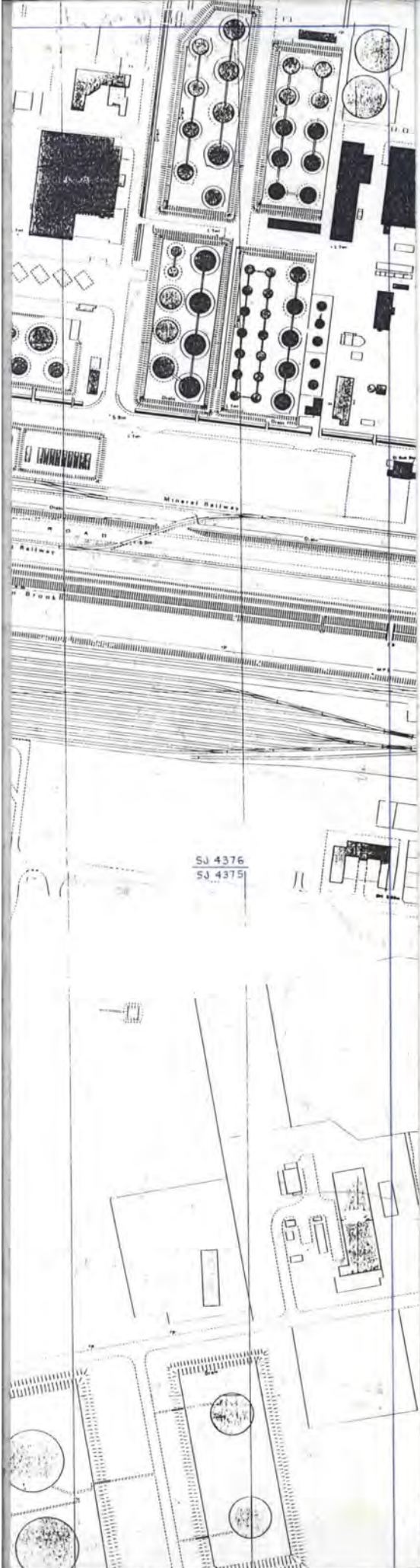
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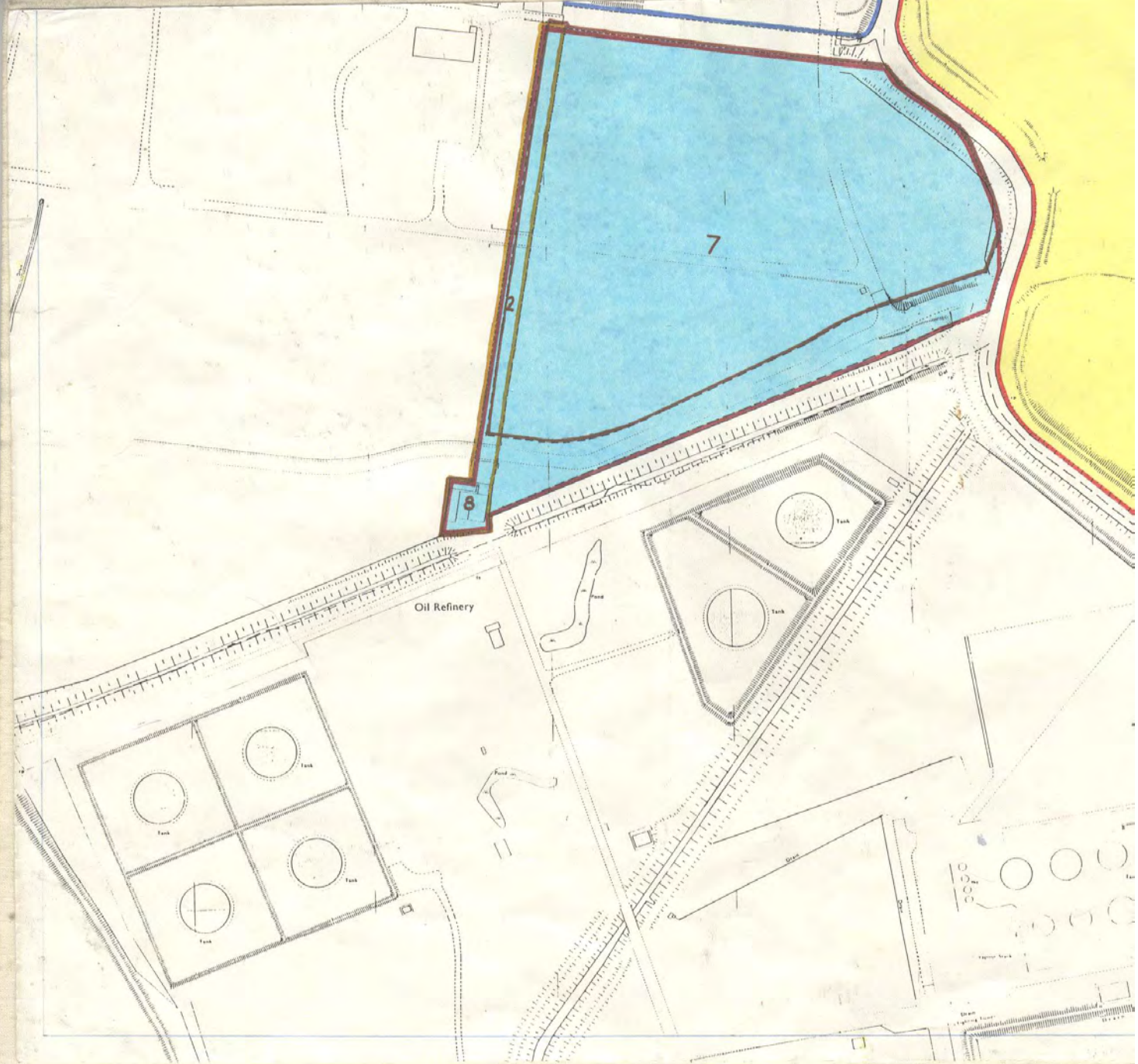
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The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.





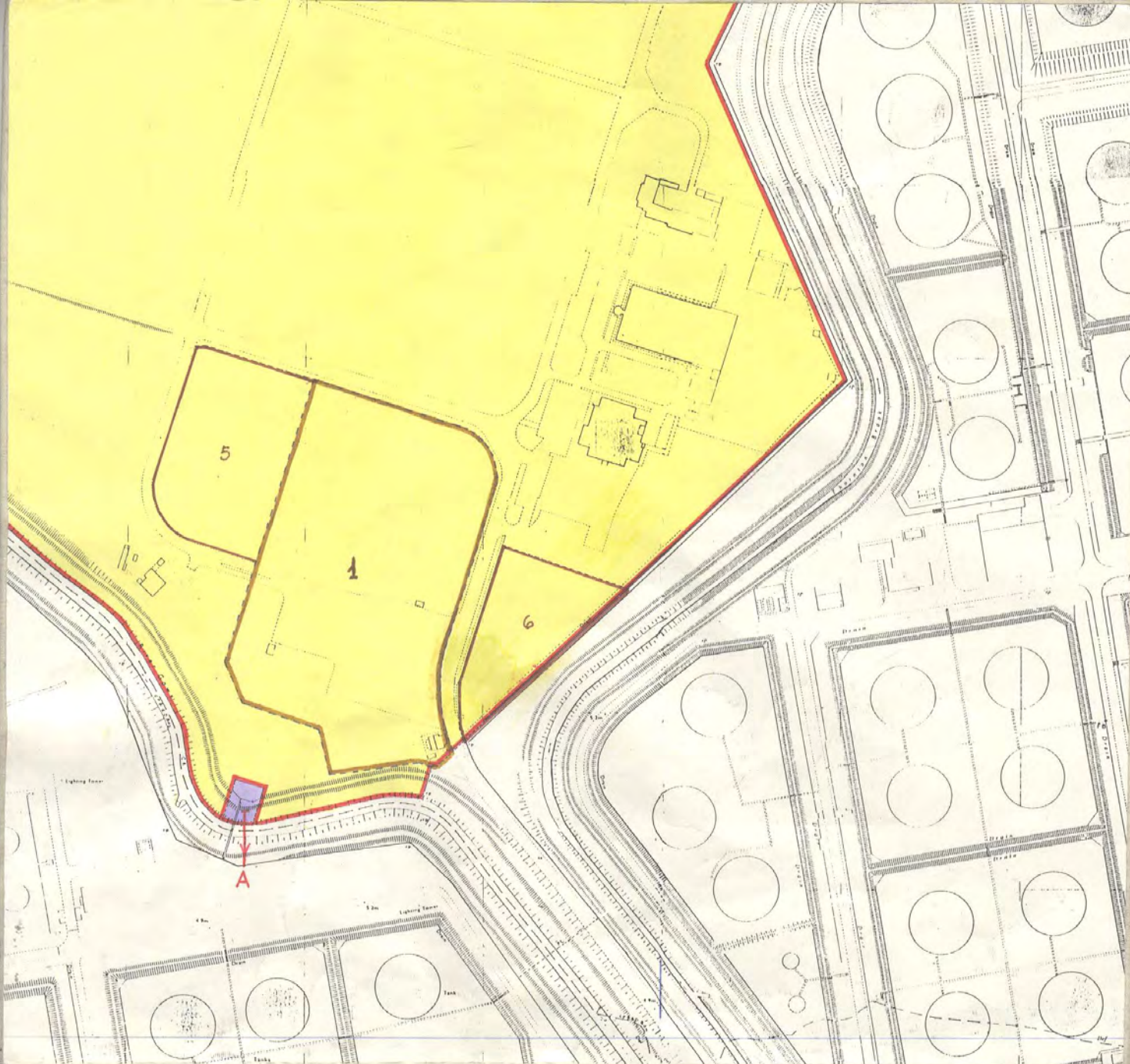




CH367038 5-11-93

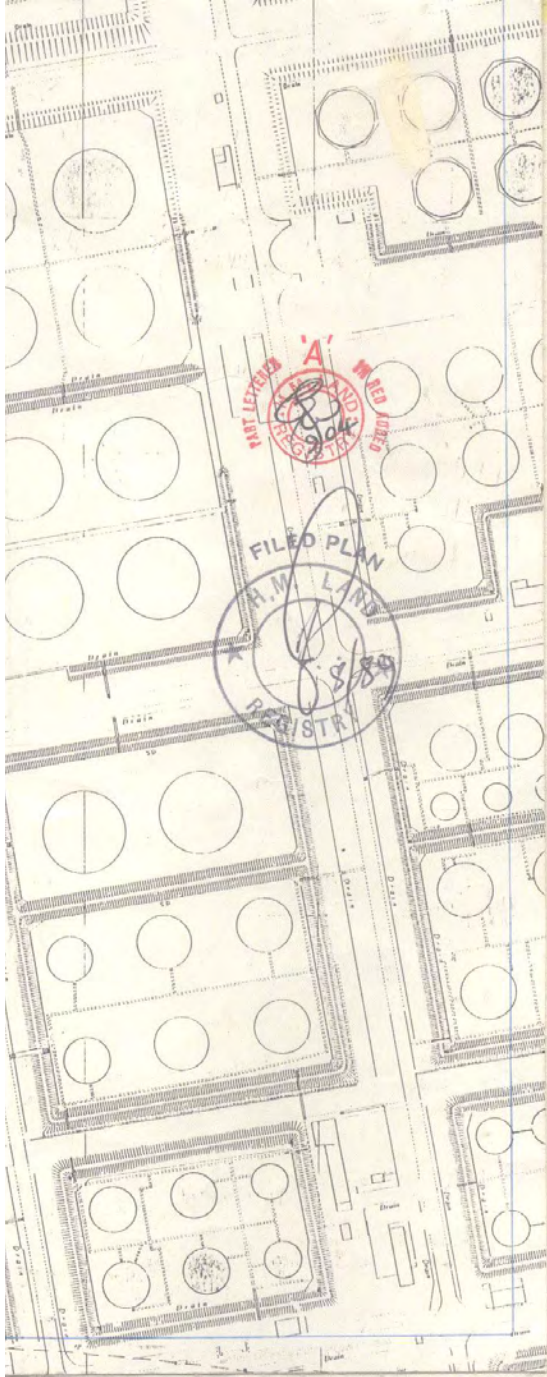
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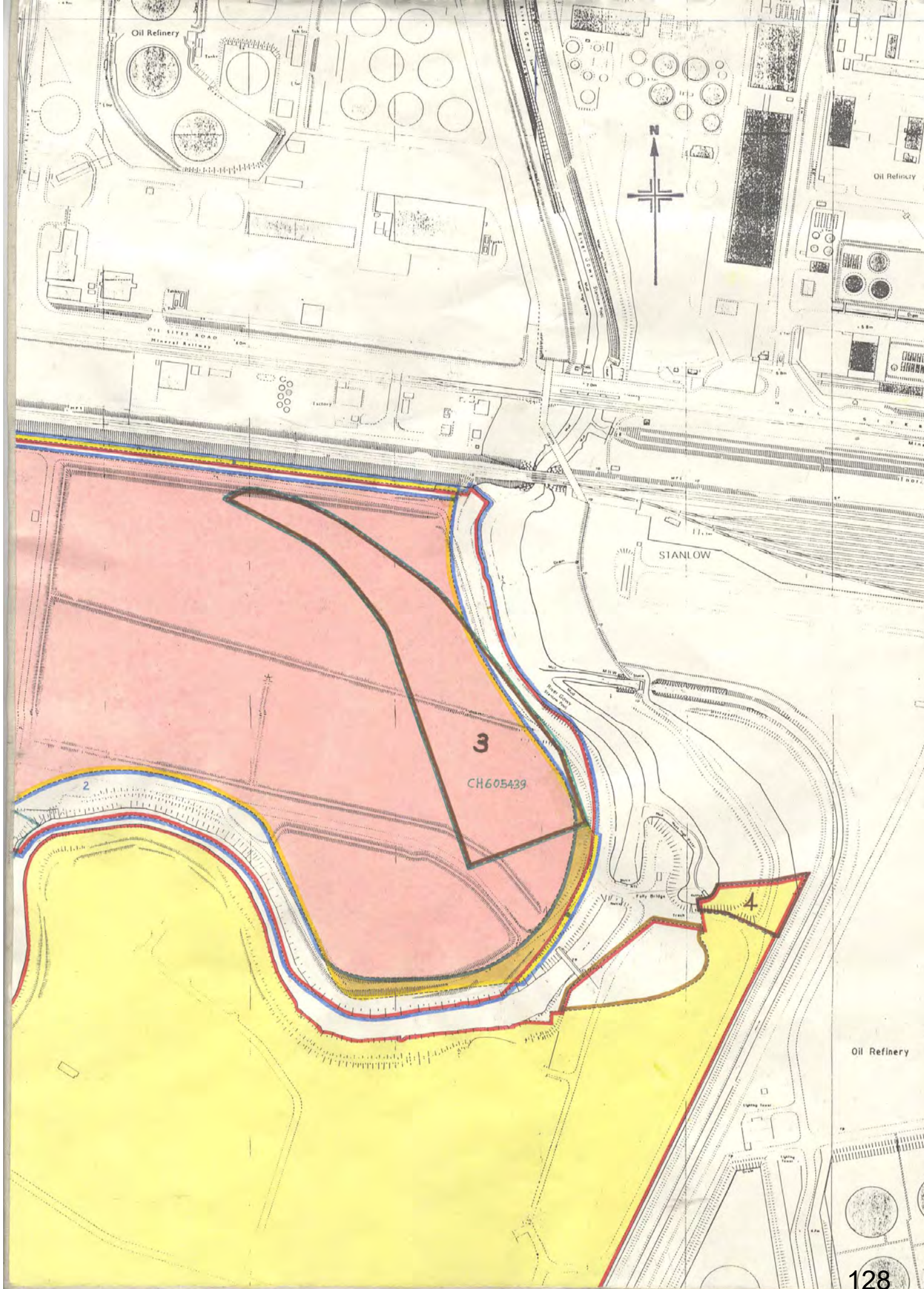
WANT LEASED
 'A'
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FILED PLAN
 H.M. LAND
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CH367638 5-11-43
 (Rectangular stamp with mirrored text)

69

CH293434



The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number CH605996

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 04 APR 2022 at 13:29:04.
- 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 Apr 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (05.03.2002) 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 Pool Lane, Ince, Chester.

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

- 2 (05.03.2002) 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 tinted mauve on the title plan dated 3 February 1960 made between (1) Kathleen Gold and others (Vendors) and (2) Raymond William Herbert Jenkins (Purchaser):

"TOGETHER WITH (in common with others entitled thereto) the right of way for all tenantly purposes over and along the private roadway shown on the said Plan so far as the same is co-extensive with the property hereby conveyed the Purchaser and the persons deriving title under him owners and occupiers for the time being of the said property paying a fair proportion of the cost of maintaining and repairing the said road

EXCEPTING AND RESERVING unto the Vendors as incident to the ownership or occupation of their adjoining land on the easterly southerly and south-westerly sides the right in common with the Purchaser to use all sewers drains and water courses now in or upon the said property hereby conveyed or any part thereof and freely to run and pass water and soil through and along the same or any of them and all such sewers drains and water courses shall be repaired and maintained at the joint and equal expense of the respective owners from time to time of the properties using the same"

NOTE: The private roadway referred to is Mount Pleasant.

- 3 (05.03.2002) The Conveyance of the land tinted mauve on the title plan dated 3 February 1960 referred to above contains the following provision:-

"PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the Purchaser shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere

A: Property Register continued

with the free use of the adjoining and neighbouring land of the Vendors or any persons deriving title under them for building or any other purpose"

- 4 (05.03.2002) The land tinted yellow on the title plan has the benefit of the following rights granted by the Transfer dated 12 September 1972 referred to in the Charges Register:-

"TOGETHER WITH the right for the Purchaser and its servants or agents (in common with the Vendors and their successors in title and all others authorised by them) to pass and repass over that portion of the roadway known as Mount Pleasant aforesaid as is not hereby transferred with or without vehicles for the purpose of gaining access to and egress from the land hereby agreed to be sold."

- 5 (05.03.2002) The land has the benefit of the rights granted by but is subject to the rights granted in a Deed dated 12 August 1974 made between (1) Peter Butler and Margaret Mary Butler and (2) J Kelly Homes (Stoke-on-trent) Limited.

NOTE: Copy Deed filed under CH483038.

- 6 (05.03.2002) The land has the benefit of the rights granted by but is subject to the rights granted by a Deed dated 4 March 1975 made between (1) Shell UK Limited and (2) Barratt Developments (Chester) Limited.

NOTE: Copy filed under CH483038.

- 7 (05.03.2002) The lands tinted blue, tinted brown and tinted yellow on the title plan have the benefit of the following rights granted by a Transfer thereof dated 28 March 1980 made between (1) Bovis Homes Midlands & Northern Limited (the Transferor) and (2) Shell UK Limited (the Transferee):-

"The Transferor as beneficial owner grants unto the Transferee and its successors in title a right of way in fee simple over and along the area 5 metres wide and coloured brown on the plan annexed hereto on foot and with vehicles at all times between the land hereby transferred and Station Road"

NOTE: The brown land referred to has been cross hatched brown on the title plan.

- 8 (05.03.2002) The Transfer dated 28 March 1980 referred to above contains the following provision:-

"It is hereby declared that the Transferee shall not by implication, prescription or otherwise become entitled to any rights of light or air which would restrict or interfere with the free user of the remainder of the land comprised in the aforementioned title for building or any other purpose"

NOTE: The registered title referred to is CH51813.

- 9 (05.03.2002) A Transfer of the land tinted pink on the title plan dated 7 November 1995 made between (1) Shell UK Limited and (2) Elton Parish Council contains the following provision:-

"AGREEMENTS AND DECLARATIONS

The parties declare that

5.1 BOUNDARIES

5.1.1 Any boundary marked with an inward "T" shall belong to the Property

5.2 LIGHT AND AIR

The Transferee shall not be entitled to any right of light or air over or affecting the Retained Land"

NOTE: Inward facing 'T' marks affect the Western boundary of the land tinted pink on the title plan.

A: Property Register continued

- 10 (05.09.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 July 2011 referred to in the Charges Register.
- 11 (05.09.2011) The Transfer dated 31 July 2011 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 12 (16.08.2012) The land has the benefit of the rights granted by a Deed dated 16 July 2012 made between (1) Church Commissioners For England and (2) Essar Oil (UK) Limited.
- NOTE:-Copy filed under CH590626.*
- 13 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (05.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Lansdowne House, 57 Berkeley Square, London W1J 6ER.
- 2 (05.09.2011) The price stated to have been paid on 31 July 2011 was £50,000.
- 3 (05.09.2011) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the register proprietor or its conveyancer that the provisions of clause 5 of the Transfer dated 31 July 2011 referred to in the Charges Register have been complied with.
- 4 (29.08.2014) RESTRICTION: No transfer or lease of more than seven years from the date of commencement of the term of the lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charged registered before the entry of this restriction is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of paragraph 4 of Schedule 2 of the deed of grant dated 18 July 2011 made between (1) Shell UK Limited and (2) Shell Research Limited have been complied with.

C: Charges Register

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

- 1 (05.03.2002) The land tinted blue, tinted brown and tinted yellow on the title plan is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 (05.03.2002) The parts of Mount Pleasant included in the title are subject to rights of way.
- 3 (05.03.2002) The land tinted yellow on the title plan is with other land subject to the following rights granted by a Conveyance of 1 Mount Pleasant dated 2 June 1911 made between (1) Arthur James Ashworth (Mortgagee) (2) Joseph Williams (Vendor) and (3) Jonathan White (Purchaser):-"AND TOGETHER with the full and free right and liberty for the Purchaser his heirs and assigns in common with the Vendor his heirs and assigns and any other person or persons duly authorised by him or them using the water from the pump on the adjacent property belonging

C: Charges Register continued

to the Vendor for supplying water to the said messuage and buildings for domestic or horticultural purposes only."

- 4 (05.03.2002) By a Conveyance dated 26 April 1951 made between (1) Cecil James Hugo Morris and (2) Hardman & Holden Limited the land tinted blue on the filed plan was conveyed subject to the following rights:-"A right of way for farming purposes in connection with the owners of the adjoining land as indicated between the points marked "E" to "F" on the said plan."

NOTE: The right of way referred to has been indicated by blue hatching and the points E and F have been reproduced on the title plan.

- 5 (05.03.2002) A Transfer of the land tinted yellow on the title plan and other land dated 12 September 1972 made between (1) Kathleen Gold and Winifred Bailey and (2) Johnson (Droitwich) Limited contains the following covenants:-

"The Purchaser for itself and its successors in title hereby covenants with the Vendors and their successors in title hereby covenants with the Vendors and their successors in title (a) At all times hereafter to leave open and unbuilt upon the portion of Mount Pleasant hereby transferred and will repair and maintain the same and any pipes sewers drains or cables now or hereafter laid thereunder and will if and when required by the local Authority make up pave light and sewer the whole of Mount Pleasant aforesaid to the standard required by the local Authority and will maintain the same until its adoption and will indemnify the Vendors and the other frontagers thereto against all costs claims and demands in respect thereof and (b) at no time hereafter to use the property hereby transferred for any purpose other than that of the erection of private dwellinghouses and outbuildings thereto and will not set up or carry on in or upon the said property any trade manufacture or business of any kind."

- 6 (05.03.2002) The land tinted yellow on the title plan is with other land subject to the following rights reserved by the Transfer dated 12 September 1972 referred to above:-

"RESERVING (a) to the Vendors and all persons deriving title under them (in common with all others entitled to the like right) full and right and liberty for all purposes connected with the use and enjoyment of the Vendor's adjoining land and premises to pass and repass over such portion of Mount Pleasant aforesaid and the passage way adjoining number one Mount Pleasant aforesaid as are hereby transferred and (b) the full and free right of running of water soil gas and electricity from all other buildings or land of the vendors through the gutters pipes sewers drains watercourses and electric cables now or at any time within eighty years hereafter erected upon or under the property hereby transferred and of making connections with such gutters pipes sewers drains watercourses and electric cables or any of them (and in particular any new surface water drain) for the purpose of ensuring that the said right of running of water soil gas and electricity and in particular also the running of water and soil to the septic tank in the property hereby conveyed transferred for the purpose of cleaning maintaining repairing and renewing the said septic tank and the pipes leading thereto and any inspection chambers thereof."

- 7 (02.08.2011) The land is subject to the rights granted by a Deed of Grant dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH531237.

- 8 (05.09.2011) A Transfer of the land in this title dated 31 July 2011 made between (1) Shell U.K. Limited and (2) Essar Oil (UK) Limited contains restrictive covenants.

NOTE:-Copy filed.

- 9 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Essar Oil (UK) Limited (4) Shell Research Limited (5) Shell

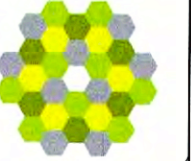
Title number CH605996

C: Charges Register continued

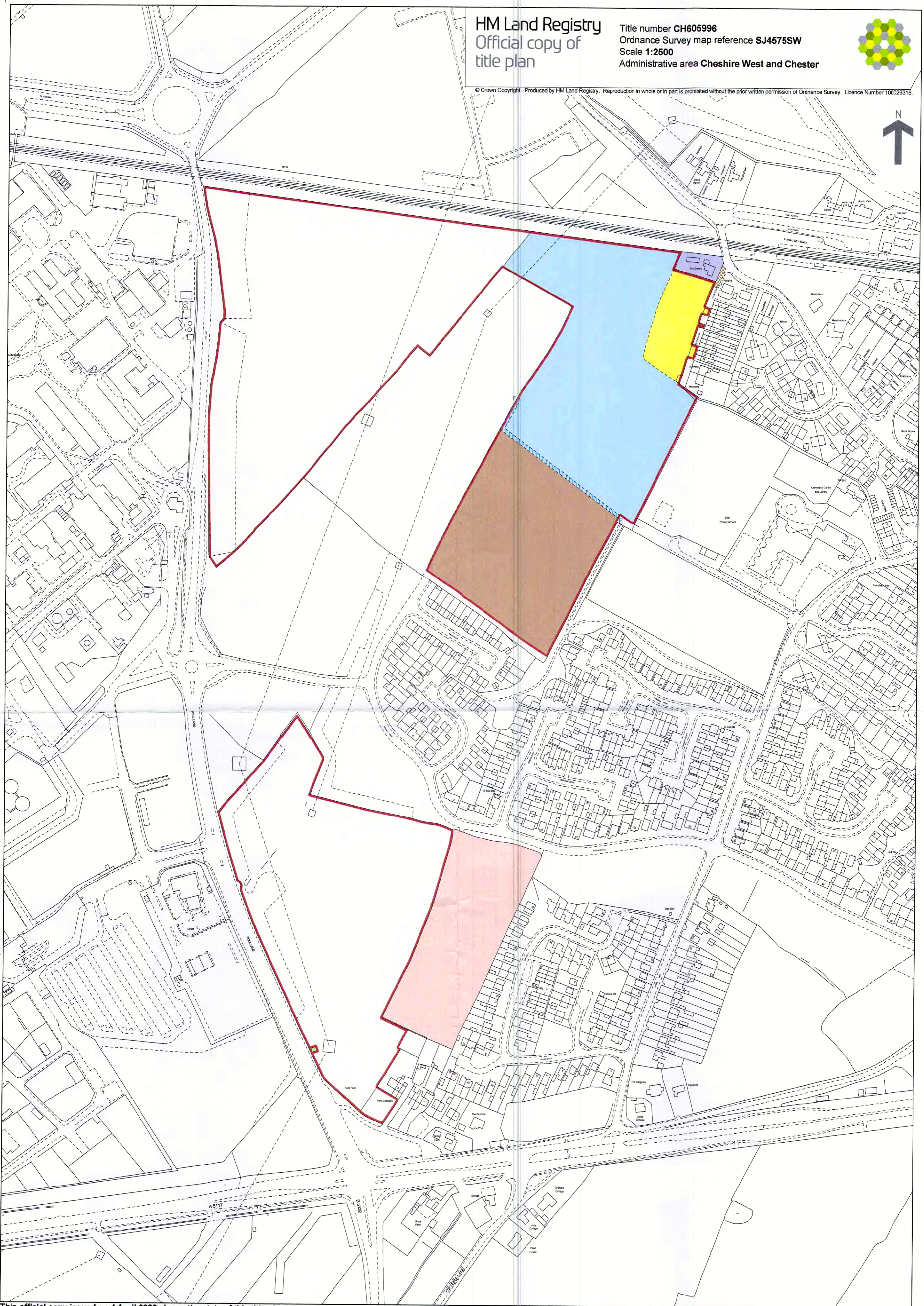
Chemicals UK Limited and (6) Shell UK Limited contains provisions supplemental to a Deed dated 18 July 2011.

NOTE:-Copy filed CH531237.

End of register



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

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Official copy
of register of
title

Title number CH483630

Edition date 18.02.2020

- This official copy shows the entries on the register of title on 04 APR 2022 at 13:31:52.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Apr 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (20.03.2002) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the west side of Thornton Green Lane, Thornton-le-Moors, Chester.
- 2 (20.03.2002) The land edged and numbered 1 in blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 25 August 1976 made between (1) William Field Glazebrook and others and (2) Shell U.K. Limited:-

"TOGETHER WITH all such rights of way drainage and other easements and privileges in the nature of easements used or enjoyed in relation to the said piece of land but excepting and reserving unto the persons entitled thereto the right to run water soil and sewage in and through all sewers drains channels and ditches in or under the said piece of land so far as the same now used and enjoyed."

3 (20.03.2002) The land has the benefit of the rights reserved by a Transfer of the land tinted mauve on the title plan dated 24 February 1997 made between (1) Shell UK Limited and (2) The Parish Council Of Thornton-le-Moors.

NOTE: Copy filed.

4 (20.03.2002) The Transfer dated 24 February 1997 referred to above contains a provision as to light or air.

5 (08.09.2011) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 July 2011 referred to in the Charges Register.

6 (08.09.2011) The Transfer dated 31 July 2011 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

7 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (08.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.
- 2 (08.09.2011) The price stated to have been paid on 31 July 2011 for the land in this title and other land was £32,633,192.
- 3 (08.09.2011) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of clause 5(a) of the Transfer dated 31 July 2011 referred to in the Charges Register have been complied with.
- 4 (29.08.2014) RESTRICTION: No transfer or lease of more than seven years from the date of commencement of the term of the lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the registered proprietor or its conveyancer that the provisions of paragraph 4 of Schedule 2 of a Deed of Grant dated 18 July 2011 made between (1) Shell UK Limited and (2) Shell Research Limited have been complied with.

C: Charges Register

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

- 1 (20.03.2002) The land tinted pink on the title plan is subject to the following rights reserved by a Conveyance thereof dated 29 July 1949 made between (1) The Reverend Canon John Arthur Walker (Vendor) (2) The Church Commissioners For England (The Commissioners) (3) The Right Reverend Douglas Henry Lord Bishop of Chester (The Patron) and (4) Shell Refining and Marketing Company Limited (Purchaser):-

" EXCEPT AND RESERVED unto the Vendor (a) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Vendor adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any building whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon and (b) the free flow of water and soil from any adjoining land belonging to the Vendor through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser"
- 2 (20.03.2002) An Agreement dated 14 November 1951 made between (1) Shell Refining and Marketing Company Limited and (2) The County Council of the Administrative County of Chester relates to rights to lay a drain between the points A and B on the title plan.

NOTE: Copy filed.
- 3 (20.03.2002) The land is subject to the following rights granted in a Conveyance of the land numbered 1 in blue on the title plan dated 28 June 1966 made between (1) The Shell Company Of The United Kingdom Limited (Vendor) and (2) The Rural District Council Of Chester (Purchaser):-

"TOGETHER WITH full right and liberty for the Council and its successors in title the owners from time to time of the land hereby conveyed to pass and repass over the land hatched green on the said

C: Charges Register continued

plan with or without vehicles for the purposes of ingress to and egress from the land hereby conveyed".

NOTE: Copy plan filed.

- 4 (20.03.2002) The land is subject to the rights granted by a Deed dated 4 June 1973 made between (1) Shell UK Limited and (2) The Wirral Water Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy Duplicate filed.

- 5 (20.03.2002) A Deed dated 28 September 1999 made between (1) North West Water Limited and (2) Shell UK Limited contains restrictive covenants.

NOTE: Copy filed.

- 6 (02.08.2011) The land is subject to the rights granted by a Deed dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Research Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH531237.

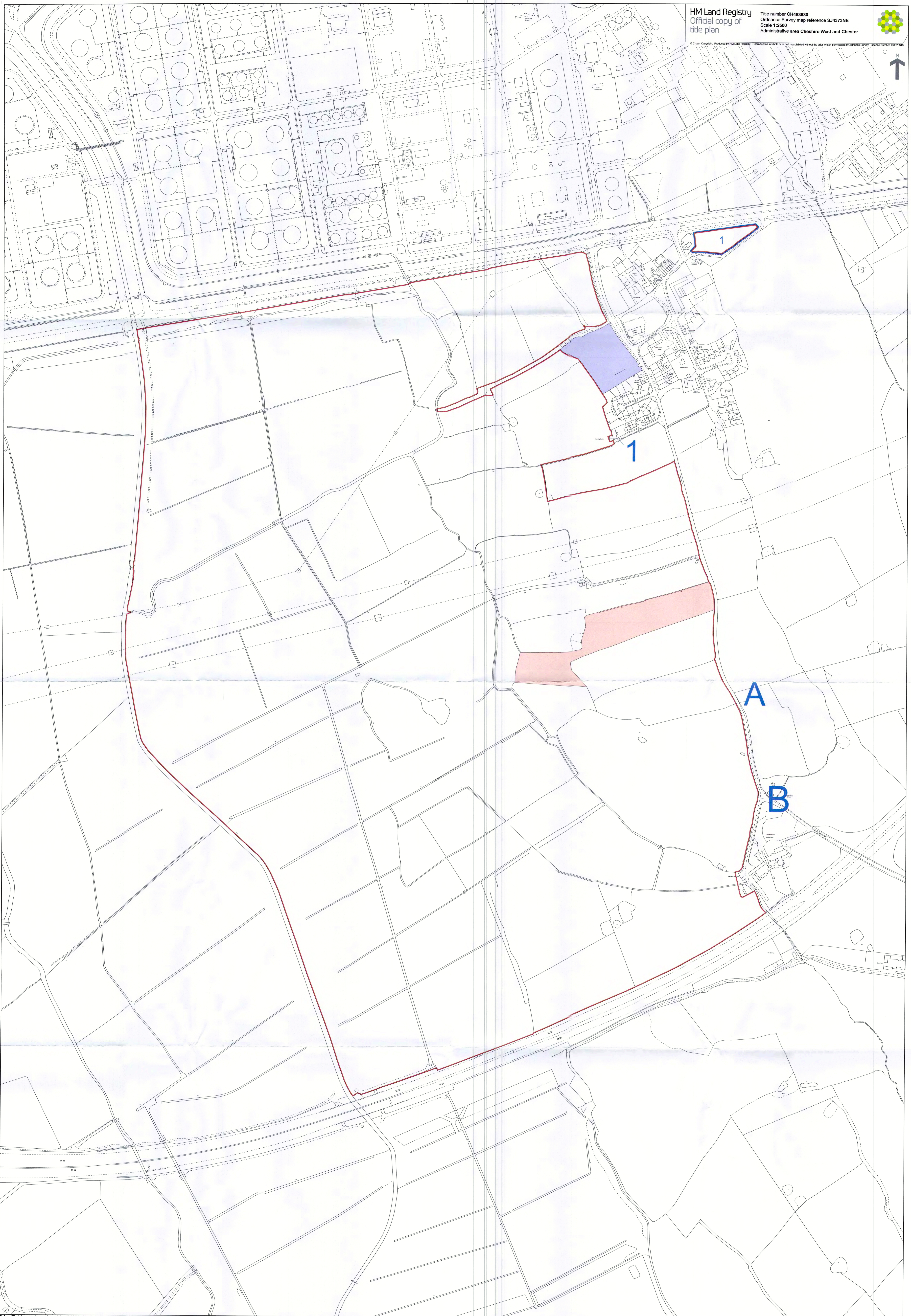
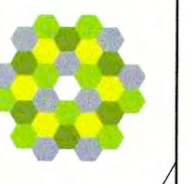
- 7 (08.09.2011) A Transfer of the land in this title and other land dated 31 July 2011 made between (1) Shell U.K. Limited and (2) Essar Oil (UK) Limited contains restrictive covenants.

NOTE:-Copy filed under MAN153102.

- 8 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Shell Chemicals Uk Limited (4) Shell Research Limited (5) Shell Uk Limited and (6) Essar Oil (Uk) Limited contains provisions supplemental to a Deed dated 18 July 2011.

NOTE:-Copy filed under CH531237.

End of register



This official copy issued on 4 April 2022 shows the state of this title plan on 4 April 2022 at 13:32:23.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
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Official copy
of register of
title

Title number CH613111

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 04 APR 2022 at 13:36:42.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 04 Apr 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

1 (12.11.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Stoak Grange Farm, Little Stanney Lane, Stoak, Chester.

2 (03.08.2012) The mines and minerals below a depth of 10 metres are excepted.

3 (12.11.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 22 July 1983 made between (1) Church Commissioners For England and (2) Cheshire County Council.

NOTE:-Copy filed under CH215410.

4 (03.08.2012) The Transfer dated 16 July 2012 referred to in the Charges Register contains a provision as to light or air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

5 (03.08.2012) The land has the benefit of the rights granted by a Deed dated 16 July 2012 made between (1) Church Commissioners For England and (2) Essar Oil (UK) Limited.

NOTE:-Copy filed under CH590626.

6 (04.04.2013) The land in this title has the benefit of the rights granted by a Deed dated 26 March 2013 made between (1) National Grid Gas Plc and (2) Essar Oil (UK) Limited.

NOTE 1: The rights granted are included in the registration only so far as they are granted over the land registered under title number CH589276.

NOTE 2: Copy filed undeer CH589276.

7 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (03.08.2012) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of Stanlow Manufacturing Complex, PO Box 3, Ellesmere Port, South Wirral CH65 4HB.
- 2 (03.08.2012) The price stated to have been paid on 16 July 2012 was £145,000 plus VAT.
- 3 (04.04.2013) The proprietor's address for service has been changed.

C: Charges Register

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

- 1 (12.11.2009) The land is subject to the rights granted by a Deed dated 31 March 1967 made between (1) The Church Commissioners For England and (2) The Shell Company Of The United Kingdom Limited .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH590588.
- 2 (12.11.2009) The land is subject to the rights in respect of a gas pipe granted by a Deed dated 28 April 1967 made between (1) The Church Commissioners For England and (2) North Western Gas Board

The said Deed also contains restrictive covenants.

NOTE: Copy filed under CH141672.
- 3 (12.11.2009) The land is subject to the rights granted by a Deed dated 30 May 1973 made between (1) The Church Commissioners For England and (2) British Gas Corporation .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH590588.
- 4 (12.11.2009) The land is subject to the rights granted by a Deed dated 6 August 1975 made between (1) The Church Commissioners For England and (2) British Gas Corporation .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH590038.
- 5 (03.08.2012) A Transfer of the land in this title dated 16 July 2012 made between (1) Church Commissioners for England and (2) Essar Oil (UK) Limited contains restrictive covenants.

NOTE: Copy filed.
- 6 (03.08.2012) The land is subject to the rights reserved by the Transfer dated 16 July 2012 referred to above.
- 7 (28.03.2013) The land is subject to the rights granted by a Deed of Easement dated 26 March 2013 made between (1) Essar Oil (UK) Limited and (2) National Grid Gas Plc .

NOTE: Copy filed.

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.

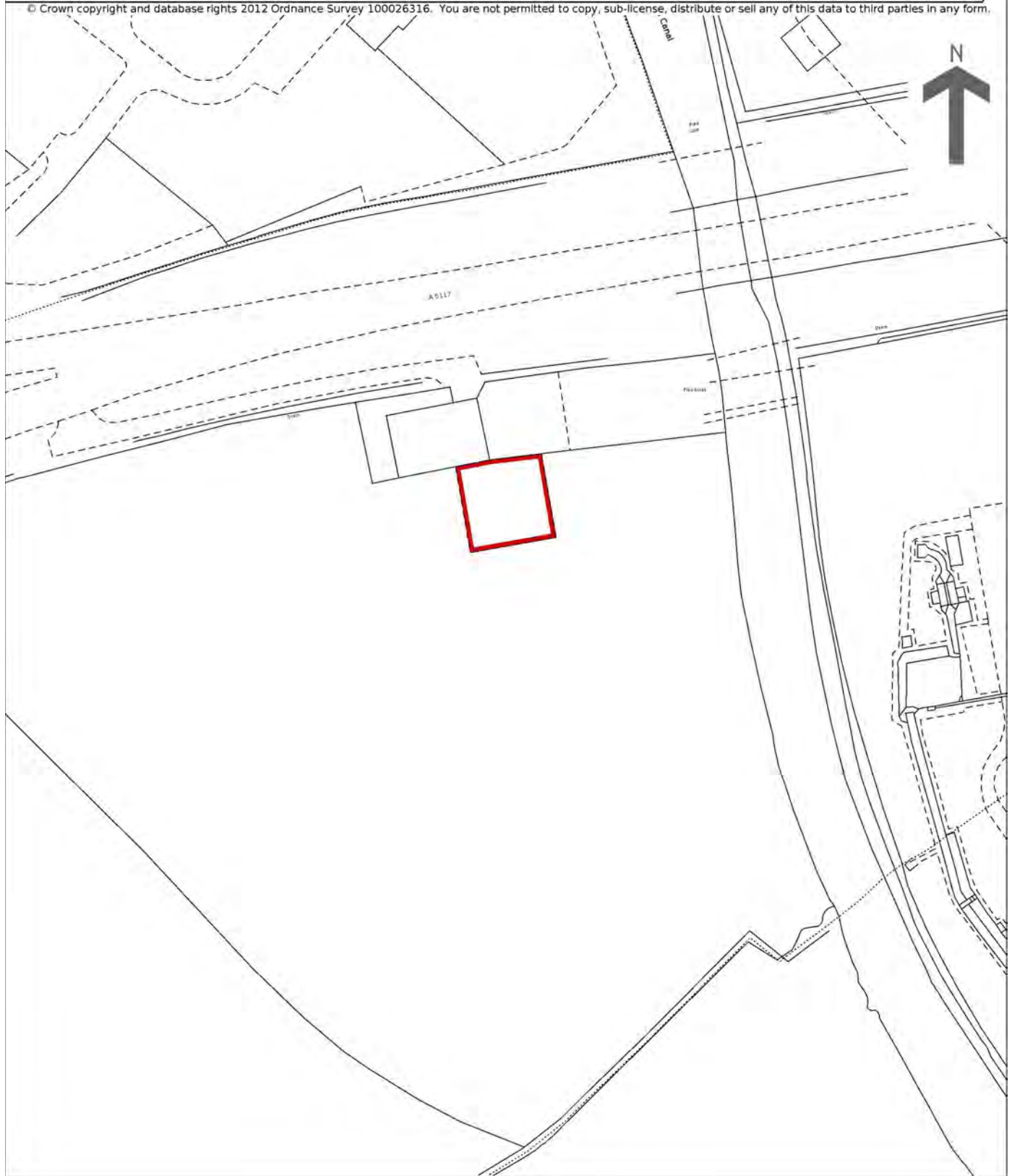
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This official copy is issued on 04 April 2022 shows the state of this title plan on 04 April 2022 at 13:36:42. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, 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, Birkenhead Office .



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Official copy of register of title

Title number CH105718

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 04 APR 2022 at 13:39:33.
- 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 Apr 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (05.07.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Holly Bank, Pool Lane, Thornton Le Moors, Chester (CH2 4JF).
- 2 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (10.12.2014) PROPRIETOR: Essar Oil (UK) Limited (Co. Regn. No. 07071400) of Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.
- 2 (10.12.2014) The price stated to have been paid on 14 November 2014 was £280,000.

End of register

These are the notes referred to on the following official copy

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Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number CH493838

Edition date 02.04.2019

- This official copy shows the entries on the register of title on 17 FEB 2020 at 17:53:09.
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- Issued on 04 Apr 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 (13.09.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north side of Oil Sites Road, Ellesmere Port.
- 2 (13.09.2002) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (13.09.2002) The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 15 September 1926 referred to in the Charges Register.

An Agreement dated 30 November 1923 made between (1) The Manchester Ship Canal Company (the Canal Company) and (2) Anglo-American Oil Company Limited (the Oil Company) relates to the easements granted in paragraph 1(b) of the above Conveyance dated 15 September 1926 in the following terms:-

- "1. The Oil Company's pipes may save and except such portion thereof as lies between the point marked A and the point marked C on the plan hereto annexed be laid in an open trench
2. The said open trench shall be protected by means of a bank to be constructed at the risk and cost in all respects of the Oil Company and under the supervision and to the satisfaction of the Engineer for the purpose of preventing the escape of oil into the waterway of the Manchester Ship Canal or into any drain or watercourse or on to the lands and property of the Canal Company
3. The Oil Company will keep the Canal Company fully and effectually indemnified against all losses costs charges damage or expenses of every description and however occurring which may be sustained or incurred by reason of the laying construction maintenance and user of the Oil Company's pipes in accordance with the provisions of this Agreement
4. On the determination of this Agreement the Oil Company will at the request of the Canal Company forthwith take the necessary steps to substitute for the said open trench a covered trough as provided for in clause 1(b) of the Principal Agreement

A: Property Register continued

5. This Agreement may be determined at any time by either party giving to the other three calendar months' notice in writing".

NOTE 1: Clause 1(b) of the Principal Agreement referred to was in the same terms as paragraph 1(b) of the Conveyance dated 15 September 1926.

NOTE 2: Copy Agreement plan filed.

- 4 (13.09.2002) The land has the benefit of the rights granted by a Deed of Grant dated 17 November 1936 made between (1) The Manchester Ship Canal Company and (2) Anglo-American Oil Company Limited.

NOTE: Copy filed.

- 5 (13.09.2002) An Agreement dated 29 September 1938 made between (1) The West Cheshire Water Board and (2) The Anglo-American Oil Company Limited relates to the supply of water for fire extinction purposes.

NOTE: Copy filed.

- 6 (13.09.2002) An Agreement dated 4 October 1945 made between (1) Anglo-American Oil Company Limited and (2) Imperial Chemical Industries Limited relates to a 4 inch drain.

NOTE: Copy filed.

- 7 (13.09.2002) An Agreement dated 5 November 1959 made between (1) The Manchester Ship Canal Company and (2) Esso Petroleum Company Limited relates to four oil pipelines.

NOTE: Copy filed.

- 8 (06.01.2012) The land has the benefit of the rights granted by a Deed of Grant dated 31 July 2011 made between (1) The Manchester Ship Canal Company Limited (2) Peel Water Services Limited and (3) Shell U.K. Limited, Shell Chemicals U.K. Limited and Shell Research Limited for a term of 21 years and 106 days until 31 December 2031.

NOTE: Copy Deed filed under CH531237.

- 9 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between (1) Canal & River Trust and (2) Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

NOTE: Copy filed under CH549089.

- 10 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between (1) Canal & River Trust and (2) Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

NOTE: Copy filed under CH553154.

- 11 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between (1) Canal & River Trust and (2) Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

NOTE: Copy filed under CU248267.

- 12 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between (1) Canal & River Trust and (2) Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

NOTE: Copy filed under CU248267.

- 13 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between Canal & River Trust and Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

NOTE: Copy filed under LAN53261.

- 14 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between (1) Canal & River Trust and (2) Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

A: Property Register continued

NOTE: Copy filed under LAN77020.

- 15 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between (1) Canal & River Trust and (2) Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

NOTE: Copy filed under LAN79083.

- 16 (17.05.2013) The land has the benefit of the rights granted by a Deed dated 16 April 2013 made between (1) Canal & River Trust and (2) Shell Chemicals U.K. Limited for a term of 200 years from 1 June 1991.

NOTE: Copy filed under LAN84787.

- 17 (22.05.2013) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title and other land dated 18 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH605439.

- 18 (22.05.2013) The Transfer dated 18 July 2011 referred to above contains a provision relating to the creation of easements as therein mentioned.

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 (13.09.2002) PROPRIETOR: SHELL CHEMICALS U.K. LIMITED (Co. Regn. No. 00407234) of Shell Centre, London SE1 7NA.
- 2 (12.03.2009) The Conveyance to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (12.03.2009) The proprietor's address for service has been changed.
- 4 (07.09.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of the registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Peel Water Services Limited (Co. Regn. No 06680323) of Peel Dome, The Trafford Centre, Manchester M17 8PL or their conveyancer that the provisions of clause 3 of a Deed of Covenant dated 31 July 2011 made between (1) Shell Chemicals U.K. Limited, Shell U.K. Limited, Shell Research Limited, Shell Property Company Limited, Shell International Limited and Shell Gas Limited (2) The Manchester Ship Canal Company Limited and (3) Peel Water Services Limited have been complied with or that they do not apply to the disposition.

NOTE:- Copy Deed of Covenant filed.

- 5 (07.09.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 2.2 of a Deed of Covenant dated 31 July 2011 made between (1) Shell U.K. Limited, Shell Chemicals U.K. Limited, Shell Research Limited, Shell Gas Limited, Shell International Limited and Shell Property Company Limited and (2) Essar Oil (UK) Limited have been complied with or that they do not apply to the disposition.

NOTE:- Copy Deed of Covenant filed.

- 6 (22.05.2013) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number CH493838 or

B: Proprietorship Register continued

their conveyancer that the provisions of clause 9(a) of a Transfer dated 18 July 2011 made between (1) Shell U.K.Limited and (2) Shell Chemicals U.K. Limited have been complied with.

C: Charges Register

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

- 1 (13.09.2002) A Conveyance of the land in this title and other land dated 15 September 1926 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Anglo-American Oil Company Limited contains restrictive covenants.

By a Deed dated 17 June 1929 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Anglo-American Oil Company Limited the Conveyance was expressed to be varied.

By a Deed dated 6 July 1936 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Anglo-American Oil Company Limited the Conveyance was expressed to be varied.

By a Deed Dated 5 November 1959 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Esso Petroleum Company Limited the Conveyance was expressed to be varied.

By a Deed dated 15 May 1967 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Esso Petroleum Company Limited the Conveyance was expressed to be varied.

By a Deed dated 30 March 1976 made between (1) The Manchester Ship Canal Company and (2) Esso Petroleum Company Limited the Conveyance was expressed to be varied.

By a Deed dated 28 September 1989 made between (1) The Manchester Ship Canal Company and (2) Shell Chemicals UK Limited the Conveyance was expressed to be varied.

NOTE: Copy Conveyance and Deeds filed.
- 2 (13.09.2002) An Agreement dated 21 August 1934 made between (1) Anglo-American Oil Company Limited and (2) The Mersey Power Company Limited relates to underground electricity cables.

NOTE: Copy filed.
- 3 (13.09.2002) The land is subject for a term of 30 years from 25 March 1979 to a right to maintain in position repair renew and use a nitrogen vapour pipeline shown by a blue broken line between the points A and B on the filed plan granted in a Lease of Easements dated 17 February 1995 made between (1) Shell Chemicals U.K. Limited and (2) Air Products (UK) Limited.

NOTE: Copy filed.
- 4 (26.08.2011) The land is subject to the rights reserved by a Deed dated 15 July 2011 made between (1) Shell U.K. Limited and (2) Shell Chemicals U.K. Limited.

NOTE: Copy filed under CH483757.
- 5 (29.08.2014) A Deed dated 3 April 2014 made between (1) Chester Diocesan Board Of Finance (2) University Of Chester Managing Trustees (3) Shell Chemicals UK Limited (4) Shell Research Limited (5) Shell UK Limited and (6) Essar Oil (UK) Limited contains provisions supplemental to a Deed of Cross Rights dated 15 July 2011 and a Transfer dated 18 July 2011.

NOTE:-Copy filed under CH605438.
- 6 (02.04.2019) UNILATERAL NOTICE affecting the land shown by a blue broken line between the points A and B on the title plan in respect of

C: Charges Register continued

a Deed of Easement and option for a gas pipeline dated 27 March 2019 made between (1) Shell Chemicals U.K. Limited and (2) Air Products (BR) Limited.

- 7 (02.04.2019) BENEFICIARY: Air Products (BR) Limited (Co. Regn. No. 02532156) of Company Secretary and Corporate Real Estate, Hershams Place Technology Park, Moseley Road, Walton-on-Thames, Surrey KT12 4RZ and Care of Charles Russell Speechlys LLP, One London Square, Cross Lanes, Guildford, Surrey GU1 1UN (Ref: IS/CJT/209087.7).

End of register

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There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

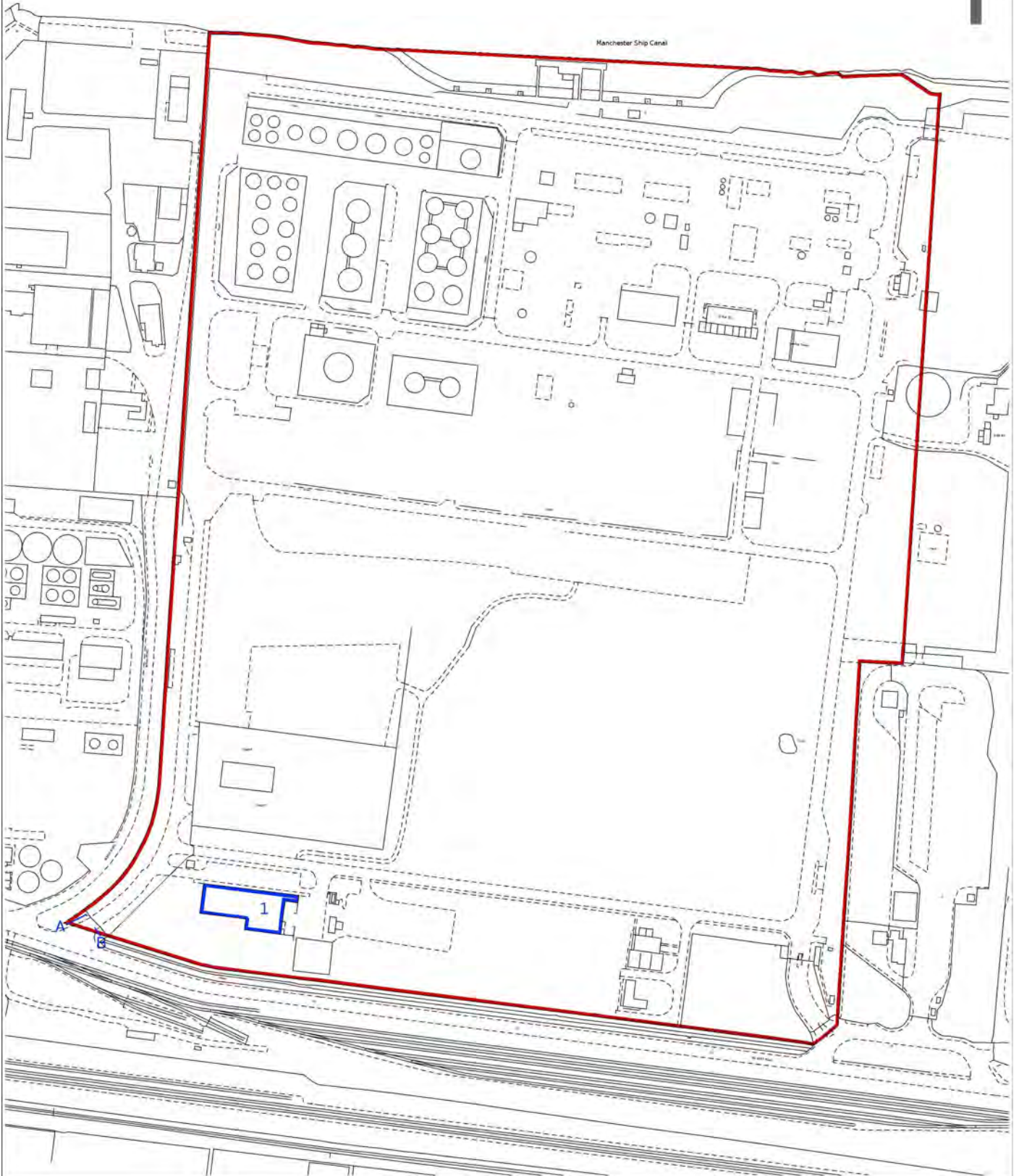
This official copy is issued on 04 April 2022 shows the state of this title plan on 17 February 2020 at 17:53:09. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may 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, Birkenhead Office .



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Manchester Ship Canal



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Official copy of register of title

Title number CH606115

Edition date 17.01.2020

- This official copy shows the entries on the register of title on 04 APR 2022 at 13:15:22.
- 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 Apr 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, Birkenhead 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.

CHESHIRE WEST AND CHESTER

- 1 (08.09.2011) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Substation site, Pool Lane, Ince, Chester.
- 2 (08.09.2011) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 31 July 2011
Term : 99 years from 31 July 2011
Parties : (1) Shell Research Limited
(2) Essar Oil (UK) Limited
- 3 (08.09.2011) The Lease prohibits or restricts alienation.
- 4 (08.09.2011) 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.
- 5 (08.09.2011) The landlord's title is registered.
- 6 (17.01.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (05.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No.

B: Proprietorship Register continued

07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.

C: Charges Register

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

- 1 (08.09.2011) A Conveyance of freehold estate affecting the land in this title and other land dated 31 July 1942 made between (1) Edward Gilbert Edmund Griffith and others (Vendors) and (2) Shell Refining and Marketing Company Limited (Purchasers) contains the following covenants:-

"The Purchasers hereby covenant with the Vendors (with the object and intent that the covenant hereinafter contained shall so far as possible enure for the benefit of the Vendors and their successors in title in respect of the adjoining and neighbouring property retained by the Vendors) that no easement or right of light or otherwise (except such as may be specifically granted by this Conveyance) shall at any time be acquired over any adjoining or neighbouring land of the Vendors and so that any actual enjoyment of a type which might be or become the subject of an easement or right shall be deemed to be by the licence only of the Vendors and not so as to constitute any prescriptive right to such enjoyment."

- 2 (08.09.2011) The land is subject to the following rights reserved by a Conveyance of the freehold estate affecting the land in this title and other land dated 1 April 1955 made between (1) Shell Refining And Marketing Company Limited (Vendor) and (2) Shell Research Limited (Purchaser) :-

"There are excepted and reserved to the Vendor in perpetuity out of the assurance hereby made;-

(A) full right and liberty (i) to use the works railway on the land hereby conveyed for all purposes connected with the Oil Refinery of the Vendor situate at Stanlow in the said County of Chester in as full and ample a manner as it is now used and (ii) to enter upon the land hereby conveyed with workmen and others and tools implements and materials so far as may be necessary for the purpose of repairing and maintaining the said railway

(B) the right to have the said Refinery served by the Telephone Exchange Electricity Sub-Station and Well now existing on the land hereby conveyed in the same manner as at present"

End of register

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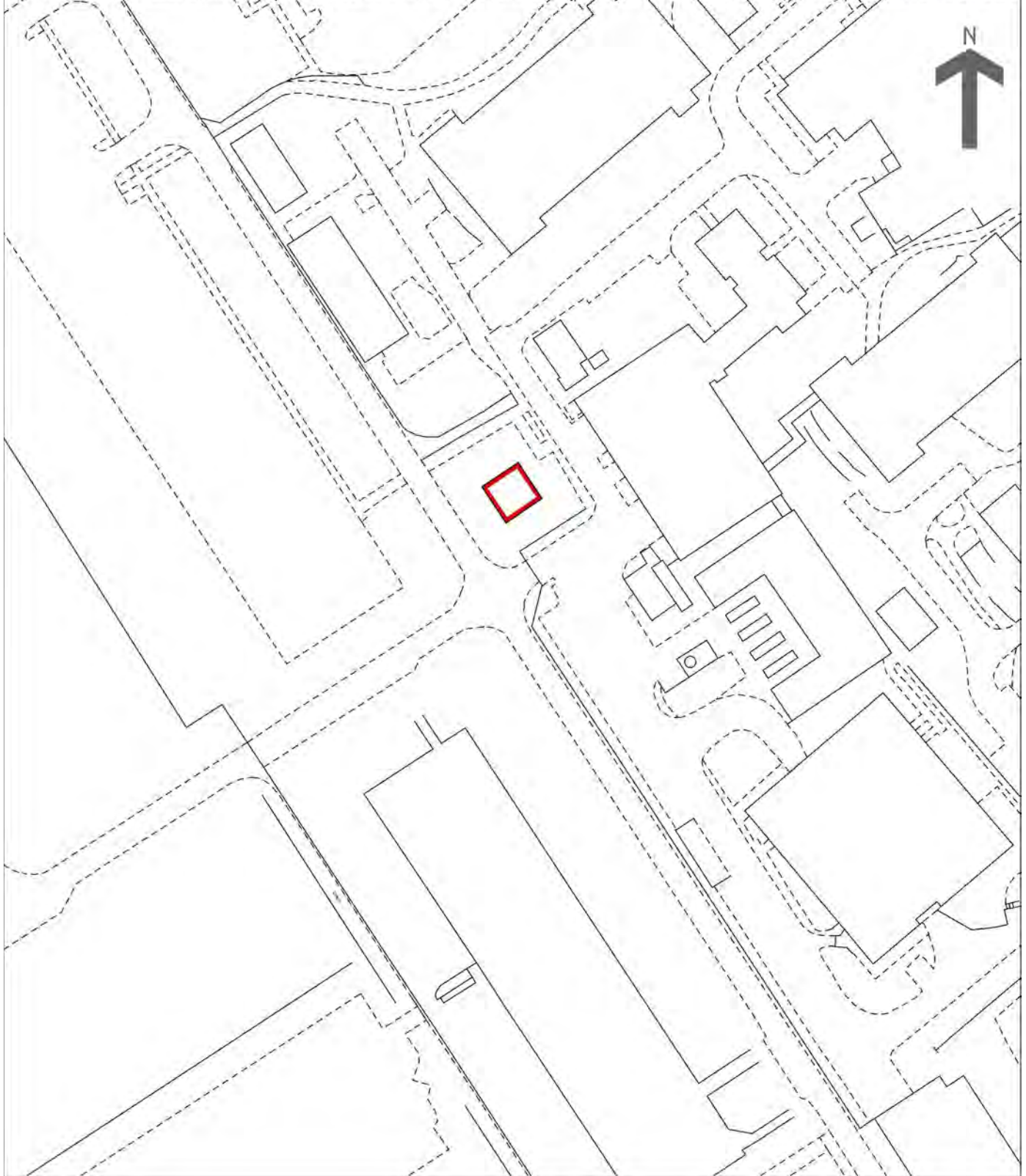
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Official copy of register of title

Title number CH685790

Edition date 07.09.2020

- This official copy shows the entries on the register of title on 21 MAR 2022 at 13:22:36.
- 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 21 Mar 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, Birkenhead 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.

CHESHIRE WEST AND CHESTER

- 1 (09.08.2019) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at White Oil Docks, Stanlow, Ellesmere Port.

NOTE: As to the part hatched blue on the title plan only the subway beneath the Manchester Ship Canal is included in the title.

- 2 (09.08.2019) The mines and minerals together with ancillary powers of working are excepted from the land tinted pink on the title plan.
- 3 (09.08.2019) 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.

NOTE: The easements granted in Clauses 2 and 3 of Schedule 1 of the registered lease are included in the title only so far as they are capable of subsisting at law and relate to the land comprised in the landlord's title CH533564 at the date of the grant of the lease.

- 4 (09.08.2019) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of land on the west side of Corridor Road dated 22 November 1918 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) British Petroleum Company Limited.

By an Agreement dated 17 June 1929 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) British Petroleum Company Limited, the provisions of the Conveyance were altered as therein mentioned.

NOTE 1: Copy Conveyance dated 22 November 1918 filed under CH483757.

-NOTE 2: Copy Agreement dated 17 June 1929 filed under CH533564.

A: Property Register continued

5 (09.08.2019) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of land on the east side of Corridor Road dated 22 September 1920 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)The British Mexican Petroleum Company Limited.

By an Agreement and Release dated 28 December 1923 made between (1)The Manchester Ship Canal Company and (2)Shell-Mex Limited, the provisions of the Conveyance were altered as therein mentioned.

By an Agreement dated 17 June 1929 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Shell-Mex Limited, the provisions of the Conveyance were further altered as therein mentioned.

NOTE 1: Copy Conveyance dated 22 September 1920 and copy Agreement dated 17 June 1929 filed under CH483757.

-NOTE 2: Copy Agreement and Release dated 28 December 1923 filed under CH533564.

6 (09.08.2019) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of land on the north side of Oil Sites Road dated 15 September 1926 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Anglo-American Oil Company Limited.

By an Agreement dated 17 June 1929 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Anglo-American Oil Company Limited, the provisions of the Conveyance were altered as therein mentioned.

By an Agreement dated 6 July 1936 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Anglo-American Oil Company Limited, the provisions of the Conveyance were further altered as therein mentioned.

By an Agreement dated 15 May 1967 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Esso Petroleum Company Limited, the provisions of the Conveyance were further altered as therein mentioned.

By a Deed of Variation dated 28 September 1989 made between (1)The Manchester Ship Canal Company and (2)Shell Chemicals UK Limited, the provisions of the Conveyance were further varied as therein mentioned.

NOTE 1: Copy Conveyance dated 15 September 1926 filed under CH493838.

-NOTE 2: Copies of Agreements dated 6 July 1936 and dated 15 May 1967 filed under CH533564.

-NOTE 3: Copy Deed of Variation dated 28 September 1989 filed under CH533564.

7 (09.08.2019) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of land on the west side of Bridges Road dated 23 June 1964 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Total Oil Products (G.B.) Limited.

NOTE: Copy filed under CH290564.

8 (09.08.2019) By a Deed of Variation dated 1 July 1985 made between (1)The Manchester Ship Canal Company and (2)Burmah Oil Trading Limited, the provisions of the several deeds referred to therein were varied as therein mentioned so far as they affect.

NOTE: Copy filed under CH533564.

9 (09.08.2019) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 25 May 2018
Term : From and including 25 May 2018 to and including 31 December

A: Property Register continued

2048
Parties : (1) The Manchester Ship Canal Company Limited
(2) Essar Oil (UK) Limited
(3) Essar Energy Limited

NOTE 1: The original lease dated 2 June 1998 referred to in the above lease was formerly registered under title number CH605619.

NOTE 2: A copy of the original lease is filed under CH605619.

- 10 (09.08.2019) The Lease prohibits or restricts alienation.
11 (09.08.2019) The landlord's title is registered.
12 (07.09.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

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 (09.08.2019) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 5th Floor, The Administration Building, Stanlow Complex, Ellesmere Port CH65 4HB.

C: Charges Register

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

- 1 (09.08.2019) A Conveyance of the freehold estate in the land tinted blue on the title plan and other land dated 31 December 1924 made between (1) British Petroleum Company Limited and (2) The Manchester Ship Canal Company contains restrictive covenants.
NOTE: Copy filed under CH533564.
- 2 (09.08.2019) The land tinted blue on the title plan is subject to the rights excepted and reserved by the Conveyance dated 31 December 1924 referred to above.
- 3 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Deed dated 12 February 1930 made between (1) The Manchester Ship Canal Company and (2) The British Mexican Petroleum Company Limited.
NOTE: Copy filed under CH533564.
- 4 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Deed dated 2 November 1931 made between (1) The Manchester Ship Canal Company and (2) The Mersey Power Company Limited.
NOTE: Copy filed under CH533564.
- 5 (09.08.2019) The land is subject to the rights granted by a Conveyance of land at the easterly end of Bridges Road dated 29 September 1933 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Lobitos Oilfields Limited.

By an Agreement dated 8 August 1961 made between (1) The Manchester Ship Canal Company (2) Williams Deacon's Bank Limited and (3) Lobitos Oilfields Limited, the provisions of the Conveyance were varied as therein mentioned.

By a Deed of Variation dated 30 January 1998 made between (1) The Manchester Ship Canal Company and (2) Burmah Castrol Trading Limited,

C: Charges Register continued

the provisions were further varied as therein mentioned.

NOTE 1: Copy Conveyance dated 29 September 1933 filed under CH533564.

-NOTE 2: Copy Agreement dated 8 August 1961 filed under CH533564.

-NOTE 3: Copy Deed dated 30 January 1998 filed under CH533564.

- 6 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 23 November 1933 made between (1)The Manchester Ship Canal Company and (2)Anglo-American Oil Company Limited.

NOTE: Copy filed under CH533564.

- 7 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Deed of Conveyance and Exchange dated 19 November 1937 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Shell-Mex and B.P. Limited.

NOTE: Copy filed under CH483757.

- 8 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Conveyance dated 19 November 1937 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Shell Refineries Limited.

NOTE: Copy filed under CH483757.

- 9 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Conveyance dated 6 July 1938 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Shell Refineries Limited.

NOTE: Copy filed under CH483757.

- 10 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Deed dated 30 September 1938 made between (1)The Manchester Ship Canal Company and (2)Anglo-American Oil Company Limited which is supplemental to the Deed dated 23 November 1933, made by the same parties, referred to above.

NOTE: Copy filed under CH533564.

- 11 (09.08.2019) The land is subject to the rights granted by a Conveyance of land on the south side of Bridges Road dated 7 November 1946 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)C.C. Wakefield & Company Limited.

By a Deed dated 30 January 1998 made between (1)The Manchester Ship Canal Company and (2)Burmah Castrol Trading Limited, the provisions were varied as therein mentioned.

NOTE 1: Copy Conveyance dated 7 November 1946 filed under CH393363.

-NOTE 2: Copy Deed dated 30 January 1998 filed under CH533564.

- 12 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 10 February 1948 made between (1)The Manchester Ship Canal Company and (2)Shell-Mex and B.P.Limited but neither the original deed nor a certified copy thereof was produced on first registration.

- 13 (09.08.2019) The land is subject to the rights granted by a Conveyance of land on the south-east side of Lees Lane dated 22 February 1951 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Cabot Carbon Limited.

By an Agreement dated 9 November 1956 made between (1)The Manchester Ship Canal Company and (2)Cabot Carbon Limited, the provisions of the Conveyance were altered as therein mentioned.

NOTE 1: Copy Conveyance dated 22 February 1951 filed under CH526942.

C: Charges Register continued

-NOTE 2: Copy Agreement dated 9 November 1956 filed under CH533564.

- 14 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Deed of Easement dated 6 August 1953 made between (1)The Manchester Ship Canal Company and (2)Lobitos Oilfields Limited.

NOTE: Copy filed under CH533564.

- 15 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 26 November 1956 made between (1)The Manchester Ship Canal Company and (2)Merseyside & North Wales Electricity Board.

NOTE: Copy filed under CH533564.

- 16 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 5 November 1959 made between (1)The Manchester Ship Canal Company and (2)Esso Petroleum Company Limited.

NOTE: Copy filed under CH533564.

- 17 (09.08.2019) An Omnibus Agreement dated 1 December 1966 made between (1)The Manchester Ship Canal Company and (2)The Shell Company of the United Kingdom Limited relates to the construction and maintenance of facilities as therein mentioned.

NOTE: Copy filed under CH533564.

- 18 (09.08.2019) The parts of the land affected thereby are subject for the term of 999 years from 25 December 1937 to the rights granted by a Lease dated 29 September 1967 made between (1)The Manchester Ship Canal Company and (2)Shell U.K. Limited.

NOTE: Copy filed under CH533564.

- 19 (09.08.2019) An omnibus Agreement dated 30 November 1967 made between (1) The Manchester Ship Canal Company and (2) Shell U.K. Limited relates to the construction and maintenance of pipelines as therein mentioned.

NOTE: Copy filed under CH533564.

- 20 (09.08.2019) The parts of the land affected thereby are subject to the rights contained in a Deed dated 30 September 1970 made between (1)The Manchester Ship Canal Company and (2)Wirral Water Board.

NOTE: Copy filed under CH533564.

- 21 (09.08.2019) The parts of the land affected thereby are subject for the term of 80 years from 1 January 1994 to the rights granted by a Lease dated 13 December 1993 made between (1)The Manchester Ship Canal company and (2)Shell U.K. Limited

NOTE: Copy filed under MS490503.

End of register

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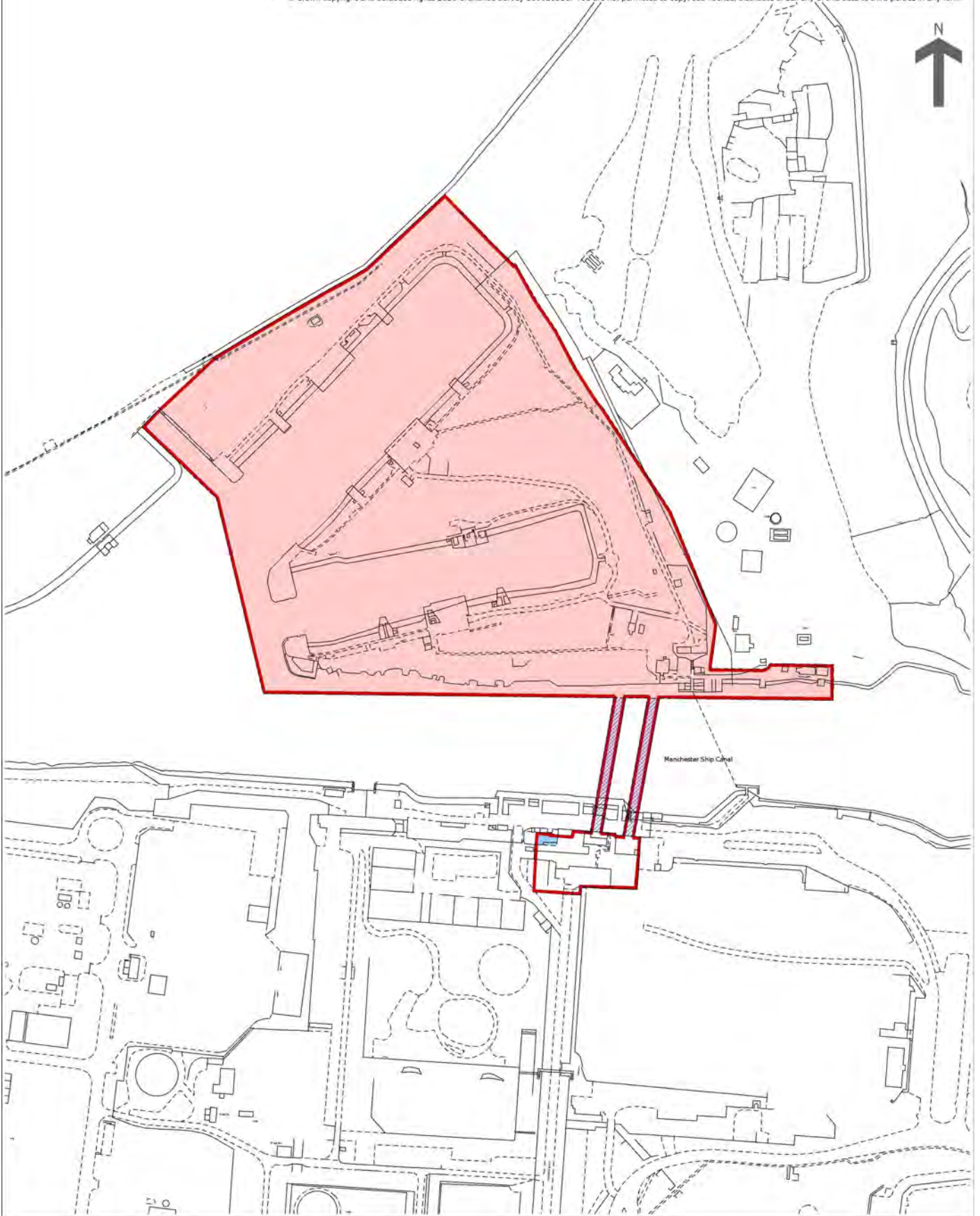
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DATED

25 May

2018

THE MANCHESTER SHIP CANAL COMPANY LIMITED

AND

ESSAR OIL (UK) LIMITED

AND

ESSAR ENERGY LIMITED

LEASE

RELATING TO

THE WHITE OIL DOCKS, STANLOW

Brabners

Horton House
Exchange Flags
Liverpool
L2 3YL

Ref: SCG/47841.170

Tel: 0151 600 3000

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Prescribed clauses

LR1. Date of lease

25 May 2018

LR2. Title number(s)

LR2.1 Landlord's title number(s): CH533564

LR2.2 Other title numbers

NONE

LR3. Parties to this lease

Landlord

THE MANCHESTER SHIP CANAL COMPANY LIMITED

Maritime Centre, Port of Liverpool L21 1LA

Company Registered Number 7438096

Tenant

ESSAR OIL (UK) LIMITED

5th Floor,

The Administration Building,

Stanlow Complex,

Ellesmere Port, Cheshire CH65 4HB

Company Registered Number 07071400

Guarantor

ESSAR ENERGY LIMITED

2nd Floor, Lansdowne House

57 Berkeley Square, London W1J 6ER

Company Registered Number 07108619

LR4. Property

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.

See the definition of "Demised Premises"

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

See the definition of "the 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 rights 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

The easements as specified in Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements specified in Schedule 2

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

THIS LEASE dated the 25 day of May 2018 is made BETWEEN

- (1) THE MANCHESTER SHIP CANAL COMPANY LIMITED incorporated and registered in England and Wales with company number 7438096 whose registered office is at Maritime Centre, Port of Liverpool, L21 1LA ("the Lessor")
- (2) ESSAR OIL (UK) LIMITED incorporated and registered in England and Wales with Company Number 07071400) whose registered office is at 5th Floor, The Administration Building, Stanlow Complex, Ellesmere Port, Cheshire CH65 4HB ("the Lessee")
- (3) ESSAR ENERGY LIMITED incorporated and registered in England and Wales with company number 07108619 whose registered office is at 2nd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER ("the Guarantor")

1. DEFINITIONS

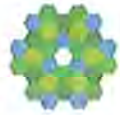
- 1.1 In this Lease the following expressions shall have the following meanings:
- 1.2 "**Application**" means application for licence to assign;
- 1.3 "**Assignee**" means the proposed assignee named in the Application;
- 1.4 "**the CDM Regulations**" means the Construction (Design and Management) Regulations 2015;
- 1.5 "**the Charging Agreement**" means the charging agreement made between (1) the Landlord (2) and Shell U.K. Limited dated 12 March 2009 as varied by a Deed of Variation dated 29 March 2018 and made between (1) the Landlord (2) Essar Oil (UK) Limited and (3) Essar Energy Limited;
- 1.6 "**the Conduits**" means all ducts pumps shafts pipelines cisterns tanks balancing facilities radiators sprinkler systems water gas electricity and telecommunications supply pipes wires and cables sewers drains tanks soil pipes waste water pipes gutters soakaways meters and any other conducting media serving the Demised Premises other than those belonging to the relevant public utilities;
- 1.7 "**the Demised Premises**" means the plots of land shown for the purpose of identification only edged red on the Plan together with (where the context so admits for the purposes of obligation as well as grant):
 - 1.7.1 the subway beneath the Manchester Ship Canal in the position shown hatched blue on the Plan and the structure forming the same;

- 1.7.2 each and every part of all buildings thereon including the walls roofs foundations structure frames floors timbers doors and windows thereof;
- 1.7.3 all Lessor's fixtures and fittings;
- 1.7.4 the Conduits that are within the Demised Premises; and
- 1.7.5 all boundary walls;
- 1.8 "**Development**" has the same meaning as in the Planning Acts;
- 1.9 "**the Environmental Protection Acts**" means the Environmental Protection Act 1990 and the Environment Act 1995;
- 1.10 "**Full Reinstatement Value**" means a sum equal to the cost of reinstatement of the Demised Premises at the time of reinstatement as specified by the Lessee to the Lessor together with an appropriate sum for:
 - 1.10.1 the cost of demolition of buildings and structures removal of debris and shoring up any land or buildings or structures following destruction or damage with provision for inflation to cover the period of re-building or reinstatement;
 - 1.10.2 architects' surveyors' and similar professional fees and incidental expenses attributable to reinstatement; and
 - 1.10.3 Value Added Tax (unless the Lessor is able to recover such tax);
- 1.11 "**Group Company**" means a company which is a member of the same group of companies as the Lessor within the meaning of Section 42(1) of the Landlord and Tenant Act 1954;
- 1.12 "**the Insured Risks**" means loss or damage arising from the following risks or such of the following risks against which the Lessor shall be able to obtain cover at commercially reasonable rates from time to time namely:
 - 1.12.1 fire;
 - 1.12.2 smoke (caused by fire);
 - 1.12.3 lightning;
 - 1.12.4 aircraft (other than hostile aircraft) and other aerial devices or articles including articles dropped therefrom;
 - 1.12.5 explosion;

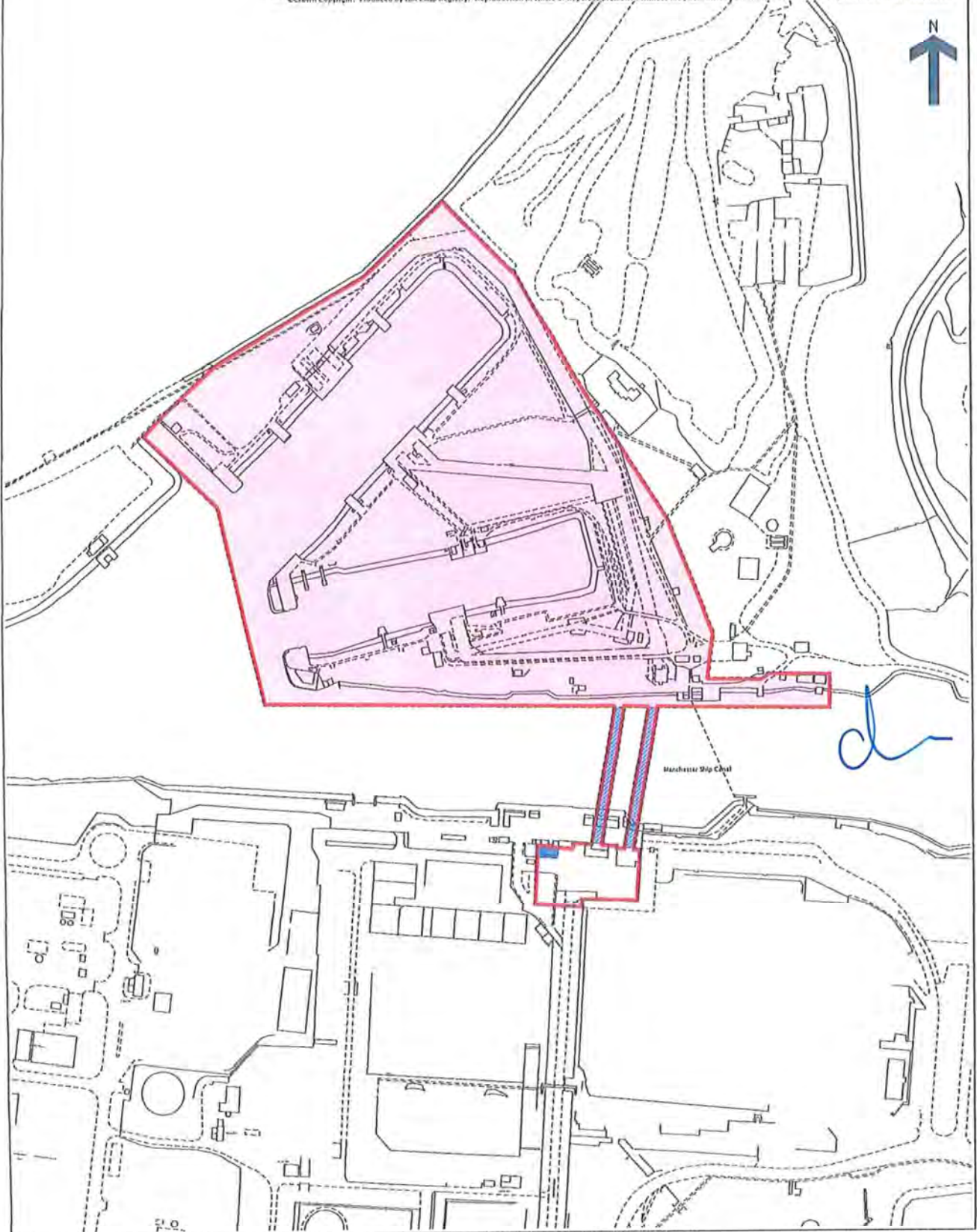
- 1.12.6 earthquake;
 - 1.12.7 riot and civil commotion;
 - 1.12.8 malicious damage;
 - 1.12.9 storm;
 - 1.12.10 flood;
 - 1.12.11 bursting or overflowing of water tanks water apparatus or pipes;
 - 1.12.12 impact (other than impact by vehicles owned by or in the custody or control of the Lessor);
 - 1.12.13 third party liability;
 - 1.12.14 such other risks as from time to time the Lessor shall reasonably deem it necessary to insure against; and
 - 1.12.15 such other risks as the Lessee shall reasonably require to be insured against from time to time;
- 1.13 **"the Lessee's Obligations"** means the obligations imposed on the Lessee by any covenant condition or provision of this Lease or any deed or document supplemental or collateral to this Lease;
- 1.14 **"Lessor's Representative"** means the person or persons appointed from time to time by the Lessor for the purposes so stated in this Lease
- 1.15 **"this Lease"** means this Lease and any document varying this Lease and any document made supplemental hereto or collateral herewith or which is entered into pursuant to or in accordance with the terms hereof including any licence granted by the Lessor;
- 1.16 **"the Permitted Use"** means use for or in connection with the importing or exporting of bulk liquids by way of the Manchester Ship Canal subject to the Lessor's byelaws and regulations for the time being in force;
- 1.17 **"the Plan"** means the plan annexed hereto;
- 1.18 **"the Planning Acts"** means the Town and Country Planning Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991;

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title plan

Title number CH605619
Ordnance Survey map reference SJ4277SE
Scale 1:2500 enlarged from 1:10000
Administrative area Cheshire West and Chester



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- 1.19 **"the Prescribed Rate"** means the yearly rate of four per centum (4%) above the base rate for the time being of The Royal Bank of Scotland plc or in the event that The Royal Bank of Scotland plc shall cease to publish a base rate such alternative rate of interest as the Lessor shall from time to time reasonably determine;
- 1.20 **"the Present Lessee"** means the person in whom the Lessee' s interest under this Lease is vested at the date of the Application;
- 1.21 **"the Previous Lease"** means a Lease of the Demised Premises dated 2 June 1998 and made between (1) the Lessor then known as the Manchester Ship Canal Company and (2) Shell U.K. Limited
- 1.22 **"the Rent"** means one peppercorn per annum if demanded;
- 1.23 **"the Rent Commencement Date"** means the date of this Lease;
- 1.24 **"the Rights Granted"** means the rights liberties and easements set out in Schedule 1;
- 1.25 **"the Rights Reserved"** means the rights liberties and easements set out in Schedule 2;
- 1.26 **"the Schedule of Condition"** means the document appended to the Previous Lease as appendix 2;
- 1.27 **"the Term"** means the term of years expiring on 31 December 2048 from and including the date of this Lease and the period of any holding over or continuation thereof whether by statute or common law;
- 1.28 **"the Title Matters"** means the matters referred to in Schedule 3;
- 1.29 **"Value Added Tax"** means either the tax payable in compliance with the provisions of the Value Added Tax Act 1994 on any relevant supply of goods or services made in the United Kingdom at the rate appropriate at the time of the relevant supply or any alternative or replacement tax whether payable as the result of an election or otherwise;

2. INTERPRETATION

Unless there is something in the subject or context of this Lease inconsistent therewith:

- 2.1 **"the Lessor"** includes the estate owner for the time being entitled to the reversion immediately expectant on the determination of the Term and **"the Lessee"** includes the Lessee's successors in title and permitted assignees.

- 2.2 Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender and vice versa.
- 2.3 Any reference to a statute or order in this Lease includes from time to time throughout the Term any statutory extension or modification or re-enactment of such statute or order and any regulation or order made thereunder.
- 2.4 Words importing persons include companies and corporations and vice versa.
- 2.5 Any covenant in this Lease by the Lessee not to do any act or thing is deemed to include an obligation not to cause agree or suffer any act or thing to be done and to use all reasonable endeavours to prevent such act or thing being done by another person.
- 2.6 Where the expressions "the Lessor" or "the Lessee" include either two or more persons or two or more companies or two or more corporations or any combination of person company or corporation then the covenants and obligations expressed to be entered into by the Lessor or the Lessee (as the case may be) are deemed to be both joint and several.
- 2.7 Any reference in this Lease to parting with possession is deemed to include sharing possession or parting with or sharing occupation or holding the Demised Premises on trust for another.
- 2.8 The titles headings and index appearing in this Lease and the front cover of this Lease are for reference and shall not affect its construction or its interpretation.
- 2.9 References in this Lease to any clause schedule or paragraph shall be construed as a reference to the clause schedule or paragraph of a schedule to this Lease so numbered.
- 2.10 All rights of entry exercisable by the Lessor shall extend to and include the Lessor's surveyors servants contractors agents licensees and work people with or without plant appliances and materials.
- 2.11 Any reference to any right or easement exercisable by the Lessor including the Rights Reserved shall be deemed to include the exercise of such right or easement by any mortgagee of the Lessor.
- 2.12 The expression "**the Demised Premises**" includes each and every part thereof.

3. DEMISE

In consideration of the rents hereinafter reserved and of the covenants on the part of the Lessee and the conditions hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee the Demised Premises **TOGETHER WITH** the Rights Granted (in common with the Lessor and the Lessor's tenants of any neighbouring or adjoining property and all others authorised by the Lessor or otherwise entitled thereto from time to time) **EXCEPT AND RESERVING** unto the Lessor (and the tenants of any neighbouring or adjoining property and all others entitled thereto where appropriate) the Rights Reserved **TO HOLD** the Demised Premises unto the Lessee for the Term **SUBJECT** to all rights easements privileges restrictions and stipulations of whatever kind or nature appertaining to or affecting the Demised Premises including without prejudice to the generality of the foregoing the Title Matters **YIELDING AND PAYING** therefor.

- 3.1 **FIRST** from the Rent Commencement Date the Rent on demand if demanded.
- 3.2 **SECONDLY** by way of further rent sums equal to the premiums payable by the Lessor for insuring the Demised Premises against loss or damage by the Insured Risks the payment in respect of the period commencing on the date hereof up to the next renewal date for such insurance to be paid on the date hereof and thereafter the Lessee shall pay such sums within twenty-one days of demand.
- 3.3 **THIRDLY** by way of further rent any Value Added Tax payable on any sums due to the Lessor in respect of the rents such further rent to be payable in the same manner as the rent in respect of which Value Added Tax is payable.
- 3.4 **FOURTHLY** by way of further rent any other expenses outgoings and payments recoverable from the Lessee by the Lessor pursuant to this Lease payable in the manner hereinafter specified.

4. LESSEE'S COVENANTS

THE LESSEE HEREBY COVENANTS with the Lessor:

4.1 Rent

To pay the rents payable under clause 3 throughout the Term at the times and in the manner mentioned above such payments to be made without any deductions and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.

4.2 Outgoings

From time to time and at all times to bear pay and discharge promptly all existing and future rates taxes dues duties assessments levies charges impositions and outgoings whatsoever and whether or not of a capital or non-recurring nature whether parliamentary parochial municipal local or of any other description which are taxed rated assessed charged levied or imposed upon or out of the Demised Premises or on the owner or occupier in respect thereof and all charges in respect of water electricity gas telecommunications and any other services used or consumed on the Demised Premises and to keep the Lessor indemnified in respect thereof.

4.3 **Lessor's costs**

To pay to the Lessor on demand and to indemnify the Lessor against its reasonable administrative charges and all costs statutory fees charges claims demands and expenses (including solicitors' counsels' and surveyors' and other professional costs and fees and bailiffs' or sheriffs' officers' commission) incurred or in any way expended by the Lessor:

- 4.3.1 in or in contemplation of any proceedings relating to the Demised Premises under Section 146 or Section 147 of the Law of Property Act 1925 or the preparation and service of a notice thereunder (whether or not any right of re-entry or forfeiture has been waived by the Lessor or a notice served under the said Section 146 is complied with by the Lessee or the Lessee has been relieved under the provisions of the said Act notwithstanding forfeiture is avoided other than by relief granted by the Court);
- 4.3.2 in connection with the collection of any arrears of any of the rents and any interest payable thereon;
- 4.3.3 in the preparation and service of a schedule of dilapidations at any time during or after the Term;
- 4.3.4 in respect of any application for consent required by this Lease whether or not such consent is granted or proffered subject to any lawful qualification or condition or whether the application is withdrawn;
- 4.3.5 in the abatement or attempted abatement of a nuisance and in the execution of all works as may be necessary for abating a nuisance in obedience to a notice served by a local or other competent authority; and
- 4.3.6 in the enforcement of any of the Lessee's covenants and conditions contained in this Lease whether during or after the Term.

4.4 **Value Added Tax**

4.4.1 That in every case where this Lease provides for the Lessee to pay an amount of money or to provide any other consideration in respect of any supply of goods or services to the Lessee such amount of money or such other consideration shall be regarded as being exclusive of all Value Added Tax which may be payable thereon and the Lessee shall in addition to such amount of money or to such other consideration pay to the supplier of such goods or services all Value Added Tax which may be payable thereon.

4.4.2 That in every case where this Lease provides for the Lessee to pay to or reimburse or indemnify the Lessor against any payments fees charges damages claims costs or expenses incurred by the Lessor the Lessee shall in addition pay any Value Added Tax which may be payable thereon except where the Lessor is able to recover such tax.

4.5 **Valuations and Assessments**

To notify the Lessor forthwith upon receiving notice of valuation or assessment of or in connection with any rate or other financial imposition by any competent authority affecting the Demised Premises and to provide the Lessor with full details of the same and at the request of the Lessor to make or join in making at the cost of the Lessee any appeal objection or representation which the Lessor may require with the aim of reducing the burden of such rate or financial imposition.

4.6 **Interest on outstanding Monies**

If any of the rents or any other payments due under this Lease or any part or parts thereof are in arrear and unpaid for twenty-one days (whether formally demanded or not) after the date upon which the same ought to have been paid to pay interest to the Lessor upon the sum of money owing calculated at the Prescribed Rate from the date upon which the same ought to have been paid until the date of payment.

4.7 **To Repair and Maintain**

At all times during the Term to repair renew rebuild and maintain the Demised Premises and keep the same in good and substantial repair and condition in every respect to the reasonable satisfaction of the Lessor (damage by any of the Insured Risks excepted save to the extent that the policy or policies of insurance effected by the Lessor have become void or vitiated or payment of any policy monies has been refused or withheld in whole or in part by reason of any act neglect omission or default of the Lessee or its underlessees or their respective agents or servants invitees or licensees) and in particular (and without prejudice to the generality of the foregoing covenants) at regular intervals during the Term being not less frequent than once in

any two-year period to monitor the level of contaminants and pollutants in the ground beneath the Demised Premises and as often as may be necessary to take such steps as are necessary to ensure that the condition of the ground does not deteriorate from its condition at the date of this Lease as evidenced by the Schedule of Condition.

4.8 Alterations

From time to time and at all times not to make any addition or alteration to or demolish any structure or fixture and fitting forming part of the Demised Premises at the date of this Lease without the previous consent in writing of the Lessor (such consent not to be unreasonably withheld).

4.9 To Permit Entry and to Repair on Notice

From time to time and at all times:

- 4.9.1 to permit the Lessor and all others authorised by the Lessor at all reasonable times with or without plant machinery and equipment to enter the Demised Premises:
 - 4.9.1.1 to view the state of repair and condition of the Demised Premises;
 - 4.9.1.2 to take a schedule or inventory of the fixtures and fittings then being thereon;
 - 4.9.1.3 to prepare a schedule of all defects decays and wants of reparation then and there found for which the Lessee may be liable under this Lease; and
 - 4.9.1.4 to prepare a schedule of fixtures and fittings removed by the Lessee (other than tenants' or trade fixtures);
- 4.9.2 to permit the Lessor and all others authorised by the Lessor to enter the Demised Premises to give or leave on the Demised Premises notice in writing to the Lessee of all such defects decays and wants of reparation and the Lessee will forthwith on receipt of a notice repair and make good the same or cause such fixtures and fittings to be reinstated or replaced according to such notice and the covenants contained in this Lease and if the Lessee shall not within four weeks (or sooner if requisite) after the date of such notice diligently complete the execution of such works in accordance with the terms of such notice the Lessor shall have the right to execute such works and the Lessee shall pay on demand to the Lessor the costs and expenses thereof including management and professional expenses.

4.10 Access of Lessor

To permit the Lessor and all others authorised by the Lessor at all reasonable times and upon reasonable prior notice to enter the Demised Premises:

- 4.10.1 to execute repairs alterations or other work to any adjoining or neighbouring property or for the purpose of building upon any adjoining or neighbouring property;
- 4.10.2 for the purpose of inspecting maintaining repairing renewing cleansing emptying altering or constructing Conduits in over upon or under the Demised Premises in connection with or serving any adjoining or neighbouring property; and
- 4.10.3 to exercise any of the Rights Reserved.

4.11 The Planning Acts

- 4.11.1 At all times during the Term to comply in all respects with the Planning Acts so far as the same relate to or affect the Demised Premises or any operations works acts or things already or hereafter to be carried out executed done or omitted thereon or the use thereof and to keep the Lessor indemnified in respect thereof; and
- 4.11.2 not without the prior written consent of the Lessor to enter into any planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990; and
- 4.11.3 if reasonably called upon so to do to produce to the Lessor all plans documents and other evidence proving that the provisions of this clause 4.11 have been complied with.

4.12 The Environmental Protection Acts

In relation to any act the commission or omission of which requires any consent licence or other authority under the Environmental Protection Acts not to do or permit or suffer to be done such act without obtaining such authority.

4.13 Alienation

- 4.13.1 Not to assign (at law or in equity) transfer mortgage charge or grant any other security interest over underlet hold on trust part with or share possession or occupation of the whole or any part or parts of the Demised Premises except by:
 - 4.13.1.1 an assignment at law of the whole or the Demised Premises; or
 - 4.13.1.2 an underletting of the whole of the Demised Premises;
 - 4.13.1.3 an underletting of part of the Demised Premises;
 - 4.13.1.4 a sharing of occupation with a Group Company;

when (and to the extent) permitted under the subsequent provisions of this Lease.

4.13.2 Assignment of the Whole

The Lessee shall not assign the whole of this Lease without consent of the Lessor such consent not to be unreasonably withheld or delayed.

4.13.3 The Lessor and the Lessee agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Lessor may give its consent to an assignment subject to a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement to contain the provision stipulated in Schedule 4 to which the Lessor also covenants to be a party on those terms.

4.13.4 The Lessor and the Lessee agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Lessor may refuse its consent to an assignment:

4.13.4.1 if any monies payable by the Lessee which have been due under this lease or the Charging Agreement are outstanding at the date of application for such consent provided such monies are due are undisputed and have been properly and formally ascertained under this Lease or as the case may be the Charging Agreement at least one month prior to the date of such application

4.13.4.2 if there is not contemporaneous with a lawful assignment to the same assignee of the Charging Agreement

4.13.4.3 the Lessor may withhold consent to an assignment if any of the following conditions are not satisfied in relation to an Application.

4.13.5 Underletting of the Whole

The Lessee may with the previous written consent of the Lessor (such consent not to be unreasonably withheld or delayed) underlet the whole of the Demised Premises subject to the following provisions:

4.13.5.1 the Lessee shall not underlet the whole of the Demised Premises in consideration of a premium or a fine; and

4.13.5.2 the Lessee shall procure that the underlease and/or the licence to underlet shall contain:

- (a) an unqualified covenant on the part of the underlessee with the Lessor that the underlessee will not assign transfer charge underlet part with or share possession of (or permit any person or company to occupy) the whole or any part of the Demised Premises;
- (b) an unqualified covenant on the part of the underlessee with the Lessor that the underlease will contain covenants identical to the covenants contained in this Lease save for the covenant to pay the rents hereby reserved;
- (c) such covenants by the underlessee with the Lessor which the Lessee hereby undertakes to enforce as shall be necessary to prohibit the underlessee from doing permitting or suffering to be done any acts or things upon or in relation to the Demised Premises which will contravene any of the Lessee's obligations in this Lease;
- (d) a condition for re-entry on a breach of any covenant on the part of the underlessee.

4.13.6 Underlettings of Part

The Lessee may with the previous written consent of the Lessor (such consent not to be unreasonably withheld or delayed) underlet part of the Demised Premises subject to the following provisions:

4.13.6.1 the Lessee shall not underlet part of the Demised Premises in consideration of a premium or fine; and

4.13.6.2 the Lessee shall procure that the underlease of part and/or the licence to underlet part shall contain:

- (a) an unqualified covenant on the part of the underlessee with the Lessor that the underlessee will not assign transfer charge underlet part with or share possession of (or permit any person or company to occupy) the whole or any part of the premises demised by the underlease;
- (b) an unqualified covenant on the part of the underlessee with the Lessor that the underlease will contain covenants identical to

the covenants contained in this Lease save for the covenant to pay the rents hereby reserved;

- (c) such covenants by the underlessee with the Lessor which the Lessee hereby undertakes to enforce as shall be necessary to prohibit the underlessee from doing permitting or suffering to be done any acts or things upon or in relation to the whole or any part of the premises demised by the underlease which will contravene any of the Lessee's obligations in this Lease;
- (d) a condition for re-entry on a breach of any covenant on the part of the underlessee.

4.13.7 **Sharing occupation**

The Lessee may share the use and occupation of the Demised Premises with a Group Company provided that the relationship of landlord and tenant is not created between the Lessee and the Group Company.

4.14 **Registration of Devolution of Lease**

Within twenty-one days after any assignment charge transfer or underlease or any transmission by reason of a death or otherwise affecting the Demised Premises to produce and to leave with the Lessor or its agents for the time being a certified copy of the deed instrument or other document evidencing or effecting such dealing or transmission and on each occasion to pay to the Lessor or such agents the registration fee required by the Lessor or such agents being a sum of not less than thirty pounds (£30.00) exclusive of Value Added Tax.

4.15 **User**

From time to time and at all times:

- 4.15.1 not to use or permit the Demised Premises to be used or occupied for any purpose other than the Permitted Use;
- 4.15.2 not to cause or permit any act matter or thing whatsoever to be done on the Demised Premises which may become an annoyance or nuisance or cause damage disturbance injury or danger of or to the Lessor or the owners tenants or occupiers of any premises in the neighbourhood of the Demised Premises;
- 4.15.3 not to commit any kind of waste on the Demised Premises;

4.15.4 not to use the Demised Premises or permit them to be used for any noisy vexatious offensive illegal or immoral purposes nor for any purpose at any time prohibited by any competent authority nor permit or suffer to be held upon the Demised Premises any sale by auction.

4.16 Insurance

From time to time and at all times:

4.16.1 not to do or omit or cause or suffer or permit to be done or omitted anything on the Demised Premises which may cause an increased or additional premium to be payable for the insurance of the Demised Premises or any neighbouring premises or which may cause any policy or policies of insurance of the Demised Premises or any neighbouring premises to vitiate or become void or voidable in whole or in part and to reimburse the Lessor forthwith on demand any increased or additional premium which may become payable by reason of any such thing and all expenses incurred by the Lessor in or about the renewal of any policy of insurance;

4.16.2 to pay to the Lessor on demand any sums by way of increase in the insurance premium on any adjoining or neighbouring property of the Lessor which may be above the normal or standard rate for the user of such adjoining or neighbouring property as a result of the Lessee's actual use of the Demised Premises;

4.16.3 to notify the Lessor in writing within seven days of the same occurring of any destruction or damage sustained by the Demised Premises which could give rise to a claim under the Lessor's policy or policies of insurance against the Insured Risks;

4.16.4 to inform the Lessor of any reason why in the Lessee's opinion the Lessor's insurable interest in the Demised Premises may be affected upon the Lessee becoming aware of any such reason;

4.16.5 not to effect any insurance which the Lessor is obliged to insure under the provisions of this Lease of the Demised Premises;

4.16.6 on demand to make up out of its own monies any deduction in any insurance monies paid by the Lessor's insurers made as a result of the faulty repair or maintenance of the Demised Premises;

4.16.7 on demand to make up out of its own monies any shortfall in the insurance monies paid by the Lessor's insurers as a result of the Lessee wrongly assessing the Full Reinstatement Value; and

4.16.8 in the event of the Demised Premises or any part or parts thereof or any adjoining or neighbouring premises of the Lessor being damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy or policies effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee its underlessees or their respective agents servants invitees or licensees then and in every such case the Lessee will forthwith pay to the Lessor the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the Demised Premises or such adjoining or neighbouring premises or such part or parts thereof as shall have been so damaged or destroyed and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 appointed in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors (or its successors) on the application of either party.

4.17 **Fire Precautions**

To keep the Demised Premises supplied and equipped with all fire fighting and extinguishing appliances as may from time to time be required by law or by the insurers of the Demised Premises or by the Lessor acting reasonably and also to keep in force regular maintenance contracts for such fire fighting and extinguishing appliances.

4.18 **Encroachments**

To take all steps necessary to prevent any encroachment upon the Demised Premises or the acquisition of any new right of light passage or drainage or any other easement over upon or through the Demised Premises and to give immediate notice to the Lessor of any threatened encroachment or attempts to acquire any such right or easement and to permit the Lessor at the Lessee's cost (if necessary) to take such action at law or otherwise as the Lessor may deem necessary either in the name of the Lessee alone or jointly with the Lessor in the names of the Lessor and the Lessee for the protection of their respective interests in the Demised Premises.

4.19 **Statutory Obligations**

From time to time and at all times:

4.19.1 to comply with the requirements of all statutes (existing now or at the relevant time) and the requirements of any government department local or other authority or court of competent jurisdiction in respect of the Demised Premises or the use thereof and at all times to indemnify the Lessor against any losses costs charges or expenses which may be incurred by the Lessor due to the breach by the Lessee of any of the provisions of this Lease;

4.19.2 to give notice to the Lessor of any notice order or proposal for a notice or order served on the Lessee under any statute or order affecting the interests of the Lessor or the Lessee and if so required by the Lessor to produce the same and at the request of the Lessor at the expense of the Lessee to make or join in making any objection or representation in respect of any proposal affecting the interest of the Lessor.

4.20 **To Indemnify Lessor Against Actions**

Save where the same arises due to the negligent act or omission of the Lessor or the Lessor's employees agents servants invitees or licensees to indemnify and keep indemnified the Lessor from and against liability in respect of all loss damage actions proceedings claims demands costs damages and expenses of whatsoever nature in respect of any injury to or the death of any person or damage to any property movable or immovable or in respect of the infringement disturbance or destruction of any right easement covenant or privilege or otherwise by reason of or arising in any way directly or indirectly out of:

- 4.20.1 the state of repair or condition of the Demised Premises; and/or
- 4.20.2 the act omission or default of the Lessee or any underlessee or their respective agents servants invitees or licensees; and/or
- 4.20.3 the construction or existence of any extensions of or alterations to the Demised Premises carried out by the Lessee or any underlessee or their respective servants agents licensees or invitees; and/or
- 4.20.4 the use of the Demised Premises or the exercise of the Rights Granted; and/or
- 4.20.5 anything now or hereafter attached to or on the Demised Premises which belongs to the Lessee or any underlessee or their respective servants agents licensees or invitees; and/or
- 4.20.6 any breach by the Lessee or any underlessee or their respective servants agents licensees or invitees or other occupier of the Demised Premises of any covenant on the part of the Lessee or any condition herein contained.

4.21 **Yield Up**

At the expiration or sooner determination of the Term to yield up the Demised Premises to the Lessor repaired and maintained in accordance with the covenants on the Lessee's part contained in this Lease subject to the provisions of clause 6.7.

4.22 To Observe Title Matters

To observe and perform the covenants and other matters mentioned and referred to in the Title Matters so far as they relate to and affect the Demised Premises or any other land or premises which the Lessee is entitled to use under this Lease and to keep the Lessor indemnified from and against any breach non-observance or non-performance thereof.

4.23 To comply with the CDM Regulations

In the event that the Lessee carries out any construction cleaning or other works at the Demised Premises to which the CDM Regulations apply:

- 4.23.1 to make a declaration to the Health and Safety Executive in accordance with the CDM Regulations that the Lessee is the only client in respect thereof;
- 4.23.2 to appoint a planning supervisor and a principal contractor in respect thereof;
- 4.23.3 to produce to the Lessor on demand such information as the Lessor shall reasonably require to demonstrate that the CDM Regulations have been complied with; and
- 4.23.4 ensure that those persons appointed by the Lessee to carry out such works comply in all respects with the provisions of the CDM Regulations,

and the expressions "planning supervisor" and "principal contractor" in this clause 4.23 shall be interpreted in accordance with the CDM Regulations.

5. LESSOR'S COVENANTS

THE LESSOR HEREBY COVENANTS with the Lessee as follows:

5.1 Quiet Possession

That the Lessee duly and punctually paying the rents hereinbefore reserved and performing and observing the covenants on its part and the conditions contained in this Lease may subject as aforesaid peaceably and quietly possess and enjoy the Demised Premises during the Term without any lawful interruption by the Lessor or any person lawfully claiming under it.

5.2 Insurance

- 5.2.1 To insure the Demised Premises subject to such limitations or exclusions as the Lessor's insurers may impose in some insurance office of repute or with underwriters and through such agency as the Lessor shall from time to time decide against loss or damage by the Insured Risks in such sum as the Lessee shall notify to the Lessor in

writing as being the Full Reinstatement Value **PROVIDED THAT** the Lessor is under no obligation to insure any fixtures and fittings installed by the Lessee which become part of the Demised Premises unless the Lessee first notifies the Lessor in writing of such installation and the Lessor agrees in writing to effect insurance thereof at the Lessee's expense.

5.2.2 On demand once in each year to produce or procure the production to the Lessee of evidence of such insurance and of the payment of the last premium therefor.

5.2.3 As often as the Demised Premises shall be destroyed or damaged by any of the Insured Risks then unless payment of the insurance monies or any part thereof shall be refused in whole or in part by reason solely or in part of any act or default of the Lessee its agents servants or any other person under its control and subject to the Lessor being able to obtain any necessary planning consents and all other necessary licences approvals and consents to lay out the net proceeds of such insurance in the repair and reinstatement of the Demised Premises as soon as reasonably possible.

6. PROVISOS

PROVIDED ALWAYS and it is hereby agreed that:

6.1 Re-entry

If and whenever the rents or any part thereof respectively shall be in arrear and unpaid for twenty-one days next after the same shall have become due whether any formal or legal demand therefor shall have been made or not or if and whenever there shall be any breach non-observance or non-performance by the Lessee of any of the covenants on its part herein contained:

then and in any such case it shall be lawful for the Lessor to enter into and upon all or any part of the Demised Premises in the name of the whole and thereupon the Term shall absolutely determine and this Lease shall become void but without prejudice nevertheless to any right of action or remedy of the Lessor in respect of any antecedent breach by the Lessee of any of the covenants on its part herein contained **PROVIDED ALWAYS THAT** notwithstanding the acceptance of or demand for rent by the Lessor or its agent or bank with knowledge of a breach of any of the covenants on the part of the Lessee herein contained the Lessor's right to forfeit this Lease on the ground of such breach shall remain in force and the Lessee shall not in any proceedings for forfeiture be entitled to rely upon any such acceptance or demand as aforesaid as a defence and **PROVIDED FURTHER THAT** this provision shall have effect in relation only to acceptance of or demand for rent made during the period (if any) as may in all the circumstances be reasonable for enabling the Lessor to conduct any negotiations with the

Lessee for remedying the breach which shall have been commenced by either party upon the Lessor becoming aware of the said breach.

6.2 Limitation on Lessor's Liabilities

6.2.1 Subject to Section 4 of the Defective Premises Act 1972 the Lessor shall not in any circumstances incur any liability in respect of damage to person or property or otherwise howsoever by reason of any act omission neglect default or misfeasance of the Lessee its servants employees agents or independent contractors or by reason of any accidental damage which may at any time be done to the Demised Premises or to any of the goods or property of the Lessee or any other person or to any person or persons caused by any act or default of any other tenant of the Lessor of any adjoining or neighbouring premises of the Lessor or of any servant employee or contractor as aforesaid in breach or neglect of his duty and any services rendered to or for the Lessee on the Lessee's request or instructions by a servant or agent of the Lessor shall be deemed to have been rendered by that person as a servant of the Lessee.

6.2.2 The Lessor shall be deemed to have fulfilled its responsibility under this Lease as to insurance notwithstanding that the insurance for the time being in force is subject to exclusions and conditions which are from time to time required by the insurers and which cannot be omitted on reasonable terms and (without prejudice to the generality of the foregoing) the Lessor shall not be responsible for effecting any insurance under the provisions hereinbefore contained against a peril which is for the time being uninsurable or which can only be insured other than at commercially reasonable rates.

6.3 Compensation

Except where any statutory provision prohibits the Lessee's right to compensation being reduced or excluded by agreement the Lessee shall not be entitled to claim from the Lessor on quitting the Demised Premises any compensation under the Landlord and Tenant Act 1954.

6.4 Right to Alter Adjoining Property

It shall be lawful for the Lessor and all others authorised by it at any time during the Term to alter build upon or extend in height and/or to pull down or rebuild or otherwise deal with or permit or suffer to be pulled down altered or rebuilt or otherwise dealt with any adjoining property or buildings to any extent and in any manner desired and to use any buildings or any land adjoining opposite or near to the Demised Premises for any purpose desired notwithstanding that the access of light and air to the Demised Premises may be thereby obstructed or interfered with or that the Lessee might but for this provision be entitled on any ground to object to such erection rebuilding alteration or user AND any light or air at any time

enjoyed in respect of the Demised Premises which might otherwise interfere with the rights of the Lessor or of any neighbouring owner or occupier under this provision shall be deemed to have been and to be enjoyed by consent and the Lessee shall not at any time during the Term or thereafter raise or make any complaint or institute or take any proceedings whatsoever whether by way of injunction or for damages or otherwise against the Lessor by reason or in consequence of any noise disturbance annoyance or inconvenience occasioned by any such erection rebuilding alteration or user as aforesaid.

6.5 No Restriction on use of Adjoining Property

Nothing herein contained or implied shall impose any restriction on the user of any part of or any land or buildings of the Lessor not comprised in this Lease or give the Lessee the benefit or the right to enforce or to have imposed or to prevent the release or modification of any covenant agreement condition or stipulation entered into by any tenant of the Lessor in respect of any property not comprised in this Lease.

6.6 Alterations Additions and Demolition

The Lessee shall be entitled without the consent of the Lessor to alter add to and demolish any structures or works erected or carried out on the Demised Premises during the Term provided that the Lessee shall provide details of any such alteration addition or demolition to the Lessor within fourteen days of the same being carried out.

6.7 Lessee's Fixtures Fittings and other Equipment and the Condition of the Demised Premises

6.7.1 At the expiration or determination of the Term the ground beneath the Demised Premises will be yielded up by the Lessee to the Lessor in no worse a state or condition than that which such ground was in at the date of the Previous Lease as evidenced by the Schedule of Condition.

6.7.2 At the expiration or determination of the Term those Lessor's fixtures and fittings that were on the Demised Premises at the date of this Lease will be yielded up by the Lessee to the Lessor in a state and condition commensurate with the due observance and performance of the Lessee's covenants contained in this Lease and commensurate with the condition of such items at the date of the Previous Lease as evidenced by the Schedule of Condition.

6.7.3 Not more than six or less than three months prior to the expiration or determination of the Term the Lessor and the Lessee shall agree the value of the fixtures and fittings and other equipment brought on to the Demised Premises by the Lessee during the

Term in the performance of the Lessee's obligations contained in clause 4.7 of the Previous Lease or otherwise and which may be at the expiration or determination of the Term Lessor's fixtures and fittings or Lessee's fixtures and fittings or in the absence of such agreement the value of such items shall be determined by a single arbitrator acting as an expert appointed by agreement between the parties or failing such agreement nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors. In the event that the Lessor considers the value of the said fixtures fittings and other equipment agreed or determined as aforesaid to be acceptable the Lessor may notify the Lessee in writing that the Lessor wishes to purchase such items from the Lessee on the expiration or determination of the Term and the Lessee shall accept such offer and on the expiration or determination of the Term the Lessor shall pay to the Lessee the value of such items either agreed or determined as aforesaid in which case the Lessee shall not remove such items from the Demised Premises and shall yield up such items to the Lessor on the expiration or determination of the Term. In the event that the Lessor considers the value of the Lessee's said fixtures fittings and other equipment agreed or determined as aforesaid to be unacceptable the Lessor shall notify the Lessee of such fact in writing and the Lessee shall be entitled to remove such items from the Demised Premises on the expiration or determination of the Term. In the event that the Lessor fails to notify the Lessee whether or not the Lessor considers the value of the said fixtures fittings and other equipment agreed or determined as aforesaid to be acceptable the Lessee shall be entitled to remove such items from the Demised Premises on the expiration or determination of the Term.

6.8 Indemnity in respect of Pollutants

If at any time any works are required to be carried out by the Lessee any underlessee and/or any permitted occupier for the time being by virtue of statute and/or common law in respect of any contaminants or pollutants present in the Demised Premises at the date of this Lease as evidenced by the Schedule of Condition then (save in respect of any such contaminants and pollutants the presence of which on the Demised Premises was due solely to the use and occupation thereof by the Lessee) the Lessor shall indemnify and keep indemnified the Lessee any underlessee and/or any permitted occupier for the time being from and against all costs and expenses incurred by the Lessee any underlessee and/or any permitted occupier (as the case may be) in carrying out such works **PROVIDED THAT** (without prejudice to the generality of the foregoing) the Lessor shall indemnify and keep indemnified the Lessee any underlessee and/or any permitted occupier for the time being as aforesaid in respect of any contaminants or pollutants present in the Demised Premises at the date of this Lease caused by any works carried out by the Lessor its servants agents or anyone authorised by it or them or otherwise

by the act or default of the Lessor its servants agents or anyone authorised by it or them prior to the date of this Lease.

6.9 Notices

Any demand or notice requiring to be made given to or served on the Lessee from time to time under this Lease shall be duly and validly made given or served if left or sent by the Lessor or its agents through the first-class post by pre-paid letter addressed to the Lessee (and if there shall be more than one of them then any one of them) at its registered office or its last known address or at the Demised Premises and any notice required to be given to the Lessor shall be well and sufficiently given if left or sent through the first-class post by pre-paid letter addressed to the Lessor at its principal office for the time being at the date of such notice and any demand or notice sent by post shall be conclusively treated as having been made given or served forty-eight hours after posting.

6.10 Commissions and Allowances

Any commission or allowances paid or made to the Lessor in respect of any insurance procured in respect of the Demised Premises by the Lessor may be retained by the Lessor for its own account.

6.11 Abandoned Property

If at such time as the Lessee has vacated the Demised Premises after the determination of the Term either by effluxion of time or otherwise any property of the Lessee shall remain in or on the Demised Premises and the Lessee shall fail to remove the same within twenty-one days after being requested by the Lessor so to do by a notice in that behalf then and in such case the Lessor may as the agent of the Lessee (and the Lessor is hereby appointed by the Lessee to act in that behalf) sell such property and shall then hold the proceeds of sale after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Lessee **PROVIDED THAT** the Lessee will indemnify the Lessor against any liability incurred by it to any third party whose property shall have been sold by the Lessor in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Lessee and was liable to be dealt with as such pursuant to this clause 6.11.

6.12 Lessee's Right to Break

The Lessee shall have the right to terminate the Term at any time **PROVIDED THAT:**

6.12.1 the Lessee shall give not less than three years' notice in writing of the intention to do so; and

6.12.2 both at the date of service of the notice and at the date of expiry of the notice there are neither any outstanding arrears of rents nor any subsisting breach of any of the Lessee's obligations under this Lease for which the Lessor would be entitled to recover damages of more than a minimal amount;

IN WITNESS whereof the parties have hereunto caused this Lease to be executed as a deed on the day and year first before written and hereby certify that there is no Agreement for Lease to which this Lease gives effect

**SCHEDULE 1:
RIGHTS GRANTED**

1. The right for the Lessee and all persons authorised by the Lessee to pass and repass to and from the Demised Premises at all times on foot and with or without vehicles for all purposes connected with the use and enjoyment of the Demised Premises (but not otherwise) over and along the road known as Corridor Road.
2. The free and uninterrupted passage of water soil gas electricity and telephone services in and through the Conduits and the free and uninterrupted use of all Conduits now or at any time during the Term serving the Demised Premises and passing in under through or over the Lessor's adjoining or neighbouring land.
3. Such rights of support and protection from the adjoining premises of the Lessor as are presently enjoyed by the Demised Premises.

**SCHEDULE 2:
RIGHTS RESERVED**

1. The free and uninterrupted passage and running of water soil gas electricity and telephone services in and through the Conduits made or to be made upon through or under the Demised Premises and the free and uninterrupted use of all Conduits upon through or under the same.
2. All rights of light air shelter support protection and all other easements or privileges in the nature of easements or quasi easements now or hereafter existing for the benefit of any adjoining or neighbouring property of the Lessor.
3. The right to enter the Demised Premises to exercise any of the rights possessed by the Lessor under the terms of this Lease causing as little damage or inconvenience as reasonably possible.
4. The right to lay repair maintain replace and renew pipelines water gas electricity and telecommunications supply pipes wires cables sewers drains and other service conducting media through the Demised Premises along a route to be agreed with the Lessee (such agreement not to be unreasonably withheld or delayed) and the free and uninterrupted use thereof.
5. Subject to the Lessee's reasonable requirements in relation to security and safety the right to the free use of ferries or any replacement therefor for the purpose of gaining access to and egress from Stanlow Island with or without machinery plant and equipment in order to repair and maintain the walls and banks of the Manchester Ship Canal and the adjoining and neighbouring property of the Lessor.
6. Subject to the Lessee's reasonable requirements in relation to security and safety the right to pass on foot or with vehicles over and along those parts of the Demised Premises that are unbuilt on for the purposes of gaining access to and egress from the adjoining land and premises retained by the Lessor.

**SCHEDULE 3:
TITLE MATTERS**

1. The right more particularly set out in paragraph (a) of the First Schedule of a Conveyance dated 29th September 1933 made between the Lessor (1) Williams Deacon's Bank Limited (2) and Lobitos Oilfields Limited (3) and the right more particularly set out in paragraph (b) of the First Schedule thereof in so far as the same relates to two lines of pipes between the points marked "A" and "B" on the plan attached thereto.

2. The right more particularly set out in paragraph (a) of the First Schedule of a Conveyance dated 7th November 1946 made between the Lessor (1) Williams Deacon's Bank Limited (2) and C.C. Wakefield & Company Limited (3) and the right more particularly set out in paragraph (b) of the First Schedule thereof in so far as the same relates to four lines of pipes between the points marked "A" and "B" on the plan attached thereto.

3. The rights more particularly set out in paragraphs 1(a) and 1(b) of a Lease dated 20th June 1977 made between the Lessor (1) and BP Oil Limited (2).

SCHEDULE 4:
THE PROVISIONS TO BE CONTAINED IN AN AUTHORISED FORM OF GUARANTEE•

1. Guarantee

- 1.1 The Present Lessee[s] [jointly and severally] guarantee[s] to the Lessor that the Assignee will pay the rents hereby reserved and perform and observe all the Lessee's Obligations and the Present Lessee[s] will pay and make good to the Lessor on demand any losses damages costs and expenses suffered or incurred by the Lessor by reason of any failure of the Assignee to do so.
- 1.2 This guarantee is to take effect immediately on the assignment of this Lease to the Assignee and is to remain in force for so long as and to the extent that the Assignee is not released by law from liability for the Lessee's Obligations.

2. No Waiver or Release of Liability

The Present Lessee[s] shall not be released from liability under these provisions by reason of:

- 2.1 any forbearance the granting of time or any other indulgence on the part of the Lessor;
- 2.2 any variation of this Lease whether or not made with the consent of the Present Lessee[s] and the guarantee of the Present Lessee[s] in paragraph 1 is to operate in relation to this Lease as it may be varied from time to time.

3. Present Lessee[s] to Accept New Lease upon Disclaimer

- 3.1 If this Lease is determined by re-entry by the Lessor or is effectively determined by disclaimer the Present Lessee[s] shall if the Lessor by notice within three months after the date of determination so requires take from the Lessor a lease of the Demised Premises.
- 3.2 The lease to be granted to the Present Lessee[s] under paragraph 3.1 is to be on the following terms:
- 3.2.1 the term is to commence on the date of termination of this Lease and to be equal to the residue of the Term which would have remained unexpired at that date if this Lease had not then been terminated;
- 3.2.2 the yearly rent is to be the same as would have been payable under this Lease if it had continued and if a rent review operative from a rent review date before the grant of the lease has not been completed the Present Lessee[s] will complete the rent review as if it had been the Lessee under this Lease;

3.2.3 the lease is otherwise to be on the same terms and conditions as would have applied under this Lease if it had continued undetermined;

3.2.4 the Present Lessee[s] [is] [are] to succeed to the rights and assume the liability of the Lessee under this Lease as if this Lease had continued undetermined.

4. **Subordination of Rights of the Present Lessee[s]**

4.1 With respect to any sums paid by the Present Lessee[s] under this schedule and to any other rights which may accrue to the Present Lessee[s] in respect of any sums so paid or liabilities incurred under this guarantee or in the observance performance or discharge of the obligations and covenants of the Assignee in this Lease the Present Lessee[s] shall rank and be entitled to enforce its rights only after all obligations and covenants under this guarantee have been fully observed and performed and if they have not the Present Lessee[s] shall not:

4.1.1 seek to recover from the Assignee or any third party whether directly or by way of set-off lien counterclaim or otherwise or accept any money or other property or security or exercise any rights in respect of any sum which may be or become due to the Present Lessee[s] on account of the failure by the Assignee to observe and perform or discharge such obligations or covenants in this Lease;

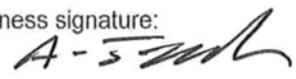
4.1.2 claim prove or accept any payment in composition by way of winding-up liquidation bankruptcy or other form of insolvency of the Assignee in competition with the Lessor for any amount whatsoever owing to the Present Lessee[s] by the Assignee;

4.1.3 exercise any right or remedy in respect of any amount paid by the Present Lessee[s] under this Lease or any liability incurred in observing performing or discharging the obligations and covenants of the Assignee.

4.2 The Present Lessee[s] warrant[s] that it has not taken and undertakes with the Lessor that it will not without the consent of the Lessor take any security from the Assignee in respect of this guarantee and if any such security is so taken notwithstanding it shall be held on trust for the Lessor as security for the respective liabilities of the Present Lessee[s] and the Assignee.

EXECUTED as a DEED
by THE MANCHESTER SHIP CANAL
COMPANY LIMITED
acting by a director in the presence of:

)
)
) 

Witness signature:


Director:

Witness name:
A-S. MARTIN

Witness address:
MARITIME CENTRE
PORT OF LIVERPOOL

Witness occupation: SURVEYOR

EXECUTED as a DEED)
by ESSAR OIL (UK) LIMITED)
acting by a director in the presence of:)

Witness signature:

Director:

Witness name:

Witness address:

Witness occupation:

EXECUTED as a DEED)
by ESSAR ENERGY LIMITED)
acting by a director in the presence of:)

Witness signature:

Director:

Witness name:

Witness address:

Witness occupation:

Dated: 3rd December 2019

- (1) Essar Oil (UK) Limited
- (2) Stanlow Oil Terminal Limited
- (3) Essar Energy Limited

Lease

relating to premises known as The White Oil Docks Stanlow

LAND REGISTRY PRESCRIBED CLAUSES

LR1.	Date of lease	31 st December	2019
LR2.	Title number(s)		
LR2.1	Landlord's title number(s)		
LR2.2	Other title numbers	None.	
LR3.	Parties to this lease		
	Landlord	ESSAR OIL (UK) LIMITED (registered number 07071400) whose registered office is at The Administration Building, 5 th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.	
	Tenant	STANLOW OIL TERMINAL LIMITED (registered number 11456916) the registered office of which is at Gate No. 1 Oil Sites Road Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.	
	Guarantor	ESSAR ENERGY LIMITED (incorporated and registered in England and Wales under company registration number 07108619), the registered office of which is at Lansdowne House, 2 nd Floor, 57 Berkeley Square, London W1J 6ER.	
LR4	Property	<p>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.</p> <p>The premises (referred to in this Lease as "the Premises") known as The White Oil Docks Stanlow more particularly defined in clause 1.1.</p>	
LR5.	Prescribed statements etc		
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	None.	
LR5.2	This lease is made under, or by reference to, provisions of:	None.	
LR6.	Term for which the Property is leased	The term is as follows: See the definition of "the Term".	

IN ALL CASES

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 rights 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	The rights specified in Schedule 1.
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in Schedule 2.
LR12.	Estate rentcharge burdening the Property	None.
LR13.	Application for standard form of restriction	None.
LR14.	Declaration of trust where there is more than one person comprising the Tenant	None.

THIS LEASE is made on the date set out in clause LR1 of the Land Registry Prescribed Clauses

BETWEEN

- (1) the Landlord named in clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**");
- (2) the Tenant named in clause LR3 and its successors in title (the "**Tenant**"); and
- (3) the Guarantor named in clause LR3 (the "**Guarantor**").

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease, the following words and expressions have the following meanings:

"Application"	application for licence to assign
"Asset Services Agreement"	the agreement of even date and made between the Tenant and the Landlord entitled Asset Services Agreement
"Assignee"	the proposed assignee named in the Application
"the CDM Regulations"	" means the Construction (Design and Management) Regulations 2015
"Company"	includes: <ol style="list-style-type: none">(a) any UK registered company (as defined in section 1158 of the Companies Act 2006);(b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006;(c) any unregistered company (to include any association); and(d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000;
"the Conduits"	all ducts, pumps, shafts, pipelines cisterns, tanks, balancing facilities, radiators, sprinkler systems, water, gas, electricity and telecommunications, supply pipes, wires and cables, sewers, drains, tanks, soil pipes, waste water pipes, gutters, soakaways, meters and any other conducting media serving the Premises other than those belonging to the relevant public utilities
"Control"	(a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such of the members of the board of directors or other governing body of a

person as are able to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person (and for this purpose references to the power to appoint or remove directors shall be interpreted in accordance with section 1159(3) and schedule 6 of the Companies Act 2006); or

(b) the holding or possession of the beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly) which confer in aggregate on the holders thereof 50% or more of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters (including acting as general partner, manager or responsible entity of any partnership);

"Controlling Entity"

any entity or person with Control (directly or indirectly) of the Counterparty

"Denied Person"

a person or entity that is:

- (a) listed on any Sanctions List or the Denied Persons List;
- (b) has been convicted of an offence under the Anti-Terrorism, Crime and Security Act 2001, the Bribery Act 2010 and/or the Proceeds of Crime Act 2002 (both as amended from time to time) and/or the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time;
- (c) the subject of Sanctions;
- (d) subject to restrictions in the Landlord's banking documents which prohibit the Landlord from trading or having contractual relations with such a person or entity.

"Denied Persons List"

the Denied Persons List maintained by the United States Bureau of Industry and Security from time to time;

"Development"

has the same meaning as in the Planning Acts

"Economic Entitlement"

the right to receive:

- (a) any distribution (directly or indirectly) from the relevant entity;
- (b) any return repayment or redemption of capital (either share or loan capital) or equivalent of the relevant entity;

(c) any other economic entitlements of an owner, member, limited partner, unit holder or other participant (in any form) of the relevant security

"the Environmental Protection Acts"

the Environmental Protection Act 1990 and the Environment Act 1995

"Full Reinstatement Value"

a sum equal to the cost of reinstatement of the Premises at the time of reinstatement as specified by the Landlord to the Superior Landlord (taking into account any representations made by the Tenant in this regard) together with an appropriate sum for:

- (a) the cost of demolition of buildings and structures removal of debris and shoring up any land or buildings or structures following destruction or damage with provision for inflation to cover the period of re-building or reinstatement;
- (b) architects', surveyors' and similar professional fees and incidental expenses attributable to reinstatement; and
- (c) Value Added Tax (unless the Landlord is able to recover such tax)

"Group Company"

a company which is a member of the same group of companies as the Tenant within the meaning of Section 42(1) of the Landlord and Tenant Act 1954

"the Insured Risks"

loss or damage arising from the following risks or such of the following risks against which the Superior Landlord shall be able to obtain cover at commercially reasonable rates from time to time namely:

- (a) fire;
- (b) smoke (caused by fire);
- (c) lightning;
- (d) aircraft (other than hostile aircraft) and other aerial devices or articles including articles dropped therefrom;
- (e) explosion;
- (f) earthquake;
- (g) riot and civil commotion;
- (h) malicious damage;
- (i) storm;
- (j) flood;
- (k) bursting or overflowing of water tanks water apparatus or pipes;

- (l) impact (other than impact by vehicles owned by or in the custody or control of the Landlord);
- (m) third party liability;
- (n) such other risks as from time to time the Superior Landlord shall reasonably deem it necessary to insure against; and
- (o) such other risks as the Landlord shall reasonably require to be insured against from time to time

"Interested Person"	in relation to an entity a person or entity who (directly or indirectly) has or exercises Control of that entity or is a Controlling Entity of that entity
"the Tenant's Obligations"	the obligations imposed on the Tenant by any covenant condition or provision of this Lease or any deed or document supplemental or collateral to this Lease
"Landlord's Representative"	the person or persons appointed from time to time by the Landlord for the purposes so stated in this Lease
"this Lease"	this Lease and any document varying this Lease and any document made supplemental hereto or collateral herewith or which is entered into pursuant to or in accordance with the terms hereof including any licence granted by the Landlord
"Oil Major/Competitor"	means one or all of the following companies, a Group Company of or a joint venture involving one of or a Group Company of such a joint venture of: Saudi Aramco, Sinopec, China National Petroleum Corporation, PetroChina, Exxon Mobil, Royal Dutch Shell, Kuwait Petroleum Corporation ,BP, Total SA, Lukoil, Eni, Valero Energy, Chevron Corporation, PDVSA, Pemex, National Iranian Oil Company, Gazprom, Petronas, China National Offshore Oil, Marathon Petroleum, PTT, Rosneft, JX Holdings, Engie, Petrobras, Statoil, Indian Oil Corporation, Sonatrach, Reliance Industries, Pertamina, Conoco Phillips or GS Caltex or a company operating in the midstream or downstream areas of the petroleum industry or a competitor of the Landlord
"Operation and Maintenance Agreement"	the agreement of even date and made between the Tenant and the Landlord entitled Operation and Maintenance Agreement
"the Permitted Use"	use for or in connection with the importing or exporting of bulk liquids by way of the Manchester Ship Canal subject to the Landlord's byelaws and regulations for the time being in force
"the Plan"	the plan annexed hereto
"the Planning Acts"	the Town and Country Planning Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990

the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991

"the Premises"

The land currently in the process of being registered at the Land Registry being the premises demised to the Landlord under the Superior Lease

"the Prescribed Rate"

the yearly rate of four per centum (4%) above the base rate for the time being of The Royal Bank of Scotland PLC or in the event that The Royal Bank of Scotland PLC shall cease to publish a base rate such alternative rate of interest as the Landlord shall from time to time reasonably determine

"the Present Tenant"

the person in whom the Tenant's interest under this Lease is vested at the date of the Application

"Prohibited Entity"

at the relevant time:

- (a) an entity or person who is a Denied Person;
- (b) an entity that has an Interested Person who is a Denied Person;
- (c) until such time as the refinery which forms part of the Estate ceases to be operated on a permanent basis, an Oil Major/Competitor;

"the Rent"

one peppercorn per annum if demanded

"the Rent Commencement Date"

the date of this Lease

"the Rights Granted"

the rights, liberties and easements set out in Schedule 1

"the Rights Reserved"

the rights, liberties and easements set out in Schedule 2

"Sanctions"

the economic sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the Office of Foreign Assets Control, the United States Department of State, any other U.S. government entity, the United Nations Security Council, any United National Security Council Sanctions Committee, the European Union or Her Majesty's Treasury of the United Kingdom

"Sanctions List"

- (a) The sanctions list maintained by the United Kingdom Foreign and Commonwealth Office (as amended from time to time);
- (b) the Consolidated List of persons, groups and entities subject to EU financial sanctions as maintained by the European External Action Service as at the date of this Lease (as amended from time to time);
- (c) the Consolidated Screening List as maintained by the United States

Government (as amended from time to time); or

- (d) the list maintained by the System for Award Management of the United States Government (as amended from time to time)

- "the Schedule of Condition"** the document appended to this Lease
- "Superior Landlord"** the Landlord of the Superior Lease and its successors in title
- "Superior Lease"** a lease of the Premises dated 25th May 2018 made between (1) The Manchester Ship Canal Company and (2) Essar Oil (UK) Limited (3) Essar Energy Limited;
- "Superior Lease Rent"** the annual rent payable by the tenant of the Superior Lease payable by the Landlord to the Superior Landlord in equal monthly instalments
- "the Term"** the term of years expiring on 29 December 2048 from and including 23:59hrs 31st December 2019 2019.
- "the Title Matters"** the matters referred to in Schedule 3
- "Value Added Tax"** either the tax payable in compliance with the provisions of the Value Added Tax Act 1994 on any relevant supply of goods or services made in the United Kingdom at the rate appropriate at the time of the relevant supply or any alternative or replacement tax whether payable as the result of an election or otherwise.
- 1.2 **"The Landlord"** includes the estate owner for the time being entitled to the reversion immediately expectant on the determination of the Term and **"the Tenant"** includes the Tenant's successors in title and permitted assignees.
- 1.3 Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender and vice versa.
- 1.4 Any reference to a statute or order in this Lease includes from time to time throughout the Term any statutory extension or modification or re-enactment of such statute or order and any regulation or order made thereunder.
- 1.5 Words importing persons include companies and corporations and vice versa.
- 1.6 Any covenant in this Lease by the Tenant not to do any act or thing is deemed to include an obligation not to cause agree or suffer any act or thing to be done and to use all reasonable endeavours to prevent such act or thing being done by another person.
- 1.7 Where the expressions **"the Landlord"** or **"the Tenant"** include either two or more persons or two or more companies or two or more corporations or any combination of person company or corporation then the covenants and obligations expressed to be entered into by the Landlord or the Tenant (as the case may be) are deemed to be both joint and several.

- 1.8 Any reference in this Lease to parting with possession is deemed to include sharing possession or parting with or sharing occupation or holding the Premises on trust for another.
- 1.9 The titles, headings and index appearing in this Lease and the front cover of this Lease are for reference and shall not affect its construction or its interpretation.
- 1.10 References in this Lease to any clause, schedule or paragraph shall be construed as a reference to the clause, schedule or paragraph of a schedule to this Lease so numbered.
- 1.11 All rights of entry exercisable by the Landlord shall extend to and include any superior landlord the Landlord's surveyors servants contractors agents licensees and work people with or without plant appliances and materials.
- 1.12 Any reference to any right or easement exercisable by the Landlord including the Rights Reserved shall be deemed to include the exercise of such right or easement by any mortgagee of the Landlord.
- 1.13 The expression "**the Premises**" includes each and every part thereof.

2. **DEMISE**

In consideration of the rents hereinafter reserved and of the covenants on the part of the Tenant and the conditions hereinafter contained the Landlord hereby demises unto the Tenant the Premises together with the Rights Granted (in common with the Landlord and the Landlord's tenants of any neighbouring or adjoining property and all others authorised by the Landlord or otherwise entitled thereto from time to time) except and reserving unto the Landlord (and the tenants of any neighbouring or adjoining property and all others entitled thereto where appropriate) the Rights Reserved to hold the Premises unto the Tenant for the Term subject to all rights easements privileges restrictions and stipulations of whatever kind or nature appertaining to or affecting the Premises including without prejudice to the generality of the foregoing the Title Matters yielding and paying therefor:

2.1 **First**

From the Rent Commencement Date the Rent on demand if demanded.

2.2 **Secondly**

By way of further rent sums equal to the premiums payable by the Superior Landlord for insuring the Premises against loss or damage by the Insured Risks the payment in respect of the period commencing on the date hereof up to the next renewal date for such insurance to be paid on the date hereof and thereafter the Tenant shall pay such sums within twenty-one days of demand.

2.3 **Thirdly**

By way of further rent any Value Added Tax payable on any sums due to the Landlord in respect of the rents such further rent to be payable in the same manner as the rent in respect of which Value Added Tax is payable.

2.4 **Fourthly**

By way of further rent any other expenses outgoings and payments recoverable from the Tenant by the Landlord pursuant to this Lease payable in the manner hereinafter specified.

3. **TENANT'S COVENANTS**

The Tenant hereby covenants with the Landlord:

3.1 Rent

To pay the rents payable under clause 2 throughout the Term at the times and in the manner mentioned above such payments to be made without any deductions and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.

3.2 Outgoings

From time to time and at all times to bear pay and discharge promptly all existing and future rates, taxes, dues, duties, assessments, levies, charges, impositions and outgoings whatsoever and whether or not of a capital or non-recurring nature whether parliamentary, parochial, municipal, local or of any other description which are taxed, rated, assessed, charged, levied or imposed upon or out of the Premises or on the owner or occupier in respect thereof and all charges in respect of water, electricity, gas, telecommunications and any other services used or consumed on the Premises and to keep the Landlord indemnified in respect thereof.

3.3 Landlord's costs

To pay to the Landlord on demand its reasonable administrative charges and all costs, statutory fees, charges, claims, demands and expenses (including solicitors' counsels' and surveyors' and other professional costs and fees and bailiffs' or sheriffs' officers' commission) incurred or in any way expended by the Landlord:

- 3.3.1 in or in contemplation of any proceedings relating to the Premises under Section 146 or Section 147 of the Law of Property Act 1925 or the preparation and service of a notice thereunder (whether or not any right of re-entry or forfeiture has been waived by the Landlord or a notice served under the said Section 146 is complied with by the Tenant or the Tenant has been relieved under the provisions of the said Act notwithstanding forfeiture is avoided other than by relief granted by the Court);
- 3.3.2 in connection with the collection of any arrears of any of the rents and any interest payable thereon;
- 3.3.3 in the preparation and service of a schedule of dilapidations served no later than 6 months after the expiry date of the Term;
- 3.3.4 in respect of any application for consent required by this Lease whether or not such consent is granted or proffered subject to any lawful qualification or condition or whether the application is withdrawn;
- 3.3.5 in the abatement or attempted abatement of a nuisance and in the execution of all works as may be necessary for abating a nuisance in obedience to a notice served by a local or other competent authority; and
- 3.3.6 in the enforcement of any of the Tenant's covenants and conditions contained in this Lease whether during or after the Term.

3.4 Value Added Tax

- 3.4.1 That in every case where this Lease provides for the Tenant to pay an amount of money or to provide any other consideration in respect of any supply of goods or services to the Tenant such amount of money or such other consideration shall be regarded as being exclusive of all Value Added Tax which may be payable thereon and the Tenant shall in addition to such amount of money or to such other consideration pay to the supplier of such goods or services all Value Added Tax which may be payable thereon.
- 3.4.2 That in every case where this Lease provides for the Tenant to pay to or reimburse or indemnify the Landlord against any payments, fees, charges,

damages, claims, costs or expenses incurred by the Landlord the Tenant shall in addition pay any Value Added Tax which may be payable thereon except where the Landlord is able to recover such tax.

3.5 Valuations and Assessments

To notify the Landlord forthwith upon receiving notice of valuation or assessment of or in connection with any rate or other financial imposition by any competent authority affecting the Premises and to provide the Landlord with full details of the same and at the request of the Landlord to make or join in making at the cost of the Tenant any appeal objection or representation which the Landlord may require with the aim of reducing the burden of such rate or financial imposition.

3.6 Interest on outstanding Monies

If any of the rents or any other payments due under this Lease or any part or parts thereof are in arrear (or, if no date is specified, are not paid within twenty one days after the date of demand) to pay interest to the Landlord upon the sum of money owing calculated at the Prescribed Rate from the date upon which the same ought to have been paid (or date of demand) until the date of payment.

3.7 To Repair and Maintain

At all times during the Term to repair, renew, rebuild and maintain the Premises and keep the same in good and substantial repair and condition in every respect to the reasonable satisfaction of the Landlord (damage by any of the Insured Risks excepted save to the extent that the policy or policies of insurance effected by the Landlord have become void or vitiated or payment of any policy monies has been refused or withheld in whole or in part by reason of any act neglect omission or default of the Tenant or its undertenants or their respective agents or servants, invitees or licensees) and in particular (and without prejudice to the generality of the foregoing covenants) at regular intervals during the Term being not less frequent than once in any two-year period to monitor the level of contaminants and pollutants in the ground beneath the Premises and as often as may be necessary to take such steps as are necessary to ensure that the condition of the ground does not deteriorate from its condition at the date of this Lease as evidenced by the Schedule of Condition.

3.8 Alterations

From time to time and at all times not to make any addition or alteration to or demolish any structure or fixture and fitting forming part of the Premises at the date of this Lease without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld).

3.9 To Permit Entry and to Repair on Notice

From time to time and at all times:

3.9.1 to permit the Landlord and all others authorised by the Landlord at all reasonable times with or without plant machinery and equipment to enter the Premises:

3.9.1.1 to view the state of repair and condition of the Premises;

3.9.1.2 to take a schedule or inventory of the fixtures and fittings then being thereon;

3.9.1.3 to prepare a schedule of all defects, decays and wants of reparation then and there found for which the Tenant may be liable under this Lease; and

3.9.1.4 to prepare a schedule of fixtures and fittings removed by the Tenant (other than tenants' or trade fixtures);

- 3.9.2 to permit the Landlord and all others authorised by the Landlord to enter the Premises to give or leave on the Premises notice in writing to the Tenant of all such defects, decays and wants of reparation and the Tenant will within a reasonable period after receipt of a notice (or immediately in the case of an emergency) repair and make good the same or cause such fixtures and fittings to be reinstated or replaced according to such notice and the covenants contained in this Lease and if the Tenant shall not within four weeks (or sooner if requisite) after the date of such notice diligently complete the execution of such works in accordance with the terms of such notice the Landlord shall have the right to execute such works and the Tenant shall pay on demand to the Landlord the costs and expenses thereof including management and professional expenses.

3.10 Access of Landlord

To permit the Landlord and all others authorised by the Landlord at all reasonable times and upon reasonable prior notice to enter the Premises:

- 3.10.1 to execute repairs, alterations or other work to any adjoining or neighbouring property or for the purpose of building upon any adjoining or neighbouring property;
- 3.10.2 for the purpose of inspecting, maintaining, repairing, renewing, cleansing, emptying, altering or constructing Conduits in, over, upon or under the Premises in connection with or serving any adjoining or neighbouring property; and
- 3.10.3 to exercise any of the Rights Reserved.

3.11 The Planning Acts

- 3.11.1 At all times during the Term to comply in all respects with the Planning Acts so far as the same relate to or affect the Premises or any operations works, acts or things already or hereafter to be carried out executed done or omitted thereon or the use thereof and to keep the Landlord indemnified in respect thereof; and
- 3.11.2 not without the prior written consent of the Landlord to enter into any planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990; and
- 3.11.3 if reasonably called upon so to do to produce to the Landlord all plans documents and other evidence proving that the provisions of this clause 3.11 have been complied with.

3.12 The Environmental Protection Acts

- 3.12.1 In relation to any act the commission or omission of which requires any consent licence or other authority under the Environmental Protection Acts not to do or permit or suffer to be done such act without obtaining such authority.
- 3.12.2 The parties will comply with their obligations set out in Schedule 5.

3.13 Alienation

- 3.13.1 Not to assign (at law or in equity) transfer mortgage charge or grant any other security interest over underlet hold on trust part with or share possession or occupation of the whole or any part or parts of the Premises except by:
- 3.13.1.1 an assignment at law of the whole or the Premises; or
- 3.13.1.2 an underletting of the whole of the Premises;
- 3.13.1.3 an underletting of part of the Premises;

3.13.1.4 a sharing of occupation with a Group Company

3.13.1.5 a charging of the whole

when (and to the extent) permitted under the subsequent provisions of this Lease.

3.13.2 Assignment of the Whole

3.13.2.1 The Tenant shall not assign the whole of this Lease without consent of the Landlord such consent not to be unreasonably withheld or delayed.

3.13.2.2 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement to contain the provision stipulated in Schedule 4 to which the Landlord also covenants to be a party on those terms.

3.13.2.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment:

- (a) the accounts of the proposed assignee or its guarantor have not been audited or, if they have been audited, relate to a period or periods the most recent of which expired more than eleven months before the date of the application for consent to assignment;
- (b) the proposed assignee or its guarantor is a company incorporated in or an individual resident in a country outside the United Kingdom and there is no treaty for the mutual enforcement of judgments between the United Kingdom and that country unless, in relation to a company, it carries on and maintains a business in the United Kingdom and, in the opinion of the Landlord, it has sufficient assets in the United Kingdom to enable it to meet its liabilities under this Lease;
- (c) the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government;
- (d) the proposed assignee is a Group Company of the Tenant;
- (e) the proposed assignee is a Current Guarantor;
- (f) the proposed assignee is a Prohibited Entity; or
- (g) the assignee will not at the same time as the assignment of the Lease also take an assignment of the Asset Service Agreement and the Operation and Maintenance Agreement (while those agreements remain in force);

3.13.3 Sharing occupation

The Tenant may share the use and occupation of the Premises with a Group Company provided that the relationship of landlord and tenant is not created

between the Tenant and the Group Company and the Tenant promptly notifies the Landlord when such occupation ends.

3.13.4 **Charging**

The Tenant may charge the whole of the Premises with Superior Landlord consent (such consent not to be unreasonably withheld or delayed).

3.14 **CHANGE OF CONTROL**

3.14.1 In the event that a Prohibited Entity acquires Control of the Tenant or any undertenant, irrespective of whether any person previously had Control of the Tenant or undertenant the undertenant, or in the event that any person who has Control of the Tenant or the undertenant should become a Prohibited Entity, then the Landlord shall be entitled to terminate this Lease on notice to the Tenant.

3.14.2 For the purposes of this clause 3.14, a Prohibited Entity shall be deemed to acquire "**Control**" of the Tenant, if a Prohibited Entity (whether acting alone or together with persons with who he is Acting in Concert):

3.14.2.1 acquires the majority of the voting rights in the share capital in the Tenant;

3.14.2.2 acquires the ability to control or exercise the control of the majority of the votes of the board of the Tenant;

3.14.2.3 acquires the ability to control the actions of the Tenant by virtue of powers conferred by the articles of association or any other document regarding the Tenant or;

3.14.2.4 in the case of a merger pursuant to which (a) the issued shares in the Tenant and the Prohibited Party are replaced with new shares in the merged business or (b) the shares of the Tenant or the Prohibited are swapped for shares in the other, acquires the majority of the voting rights in the share capital in such new entity.

and for the purposes of this **clause** 3.14, "Acting in Concert" shall have the same meaning as defined in the City Code on Takeovers and Mergers.

3.15 **Registration of Devolution of Lease**

Within twenty one days after any assignment charge transfer or underlease or any transmission by reason of a death or otherwise affecting the Premises to produce and to leave with the Landlord or its agents for the time being a certified copy of the deed instrument or other document evidencing or effecting such dealing or transmission and on each occasion to pay to the Landlord or such agents the registration fee required by the Landlord or such agents being a sum of not less than thirty pounds (£30.00) exclusive of Value Added Tax.

3.16 **User**

From time to time and at all times:

3.16.1 not to use or permit the Premises to be used or occupied for any purpose other than the Permitted Use;

3.16.2 not to cause or permit any act matter or thing whatsoever to be done on the Premises which may become an annoyance or nuisance or cause damage disturbance injury or danger of or to the Landlord or the owners tenants or occupiers of any premises in the neighbourhood of the Premises;

- 3.16.3 not to commit any kind of waste on the Premises;
- 3.16.4 not to use the Premises or permit them to be used for any noisy vexatious offensive illegal or immoral purposes nor for any purpose at any time prohibited by any competent authority nor permit or suffer to be held upon the Premises any sale by auction.

3.17 **Insurance**

From time to time and at all times:

- 3.17.1 not to do or omit or cause or suffer or permit to be done or omitted anything on the Premises which may cause an increased or additional premium to be payable for the insurance of the Premises or any neighbouring premises or which may cause any policy or policies of insurance of the Premises or any neighbouring premises to vitiate or become void or voidable in whole or in part and to reimburse the Landlord forthwith on demand any increased or additional premium which may become payable by reason of any such thing and all expenses incurred by the Landlord in or about the renewal of any policy of insurance;
- 3.17.2 to pay to the Landlord on demand any sums by way of increase in the insurance premium on any adjoining or neighbouring property of the Landlord which may be above the normal or standard rate for the user of such adjoining or neighbouring property as a result of the Tenant's actual use of the Premises;
- 3.17.3 to notify the Landlord in writing within seven days of the same occurring of any destruction or damage sustained by the Premises which could give rise to a claim under the Landlord's policy or policies of insurance against the Insured Risks;
- 3.17.4 to inform the Landlord of any reason why in the Tenant's opinion the Landlord's insurable interest in the Premises may be affected upon the Tenant becoming aware of any such reason;
- 3.17.5 not to effect any insurance which the Landlord is obliged to insure under the provisions of this Lease of the Premises;
- 3.17.6 on demand to make up out of its own monies any deduction in any insurance monies paid by the Landlord's insurers made as a result of the faulty repair or maintenance of the Premises;
- 3.17.7 on demand to make up out of its own monies any shortfall in the insurance monies paid by the Landlord's insurers as a result of the Tenant wrongly assessing the Full Reinstatement Value; and
- 3.17.8 in the event of the Premises or any part or parts thereof or any adjoining or neighbouring premises of the Landlord or the Superior Landlord being damaged or destroyed by any of the Insured Risks and the insurance money under the insurance policy or policies effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant its undertenants or their respective agents, servants, invitees or licensees then and in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the Premises or such adjoining or neighbouring premises or such part or parts thereof as shall have been so damaged or destroyed and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 appointed in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors (or its successors) on the application of either party.

3.18 Fire Precautions

To keep the Premises supplied and equipped with all fire fighting and extinguishing appliances as may from time to time be required by law or by the insurers of the Premises or by the Landlord acting reasonably and also to keep in force regular maintenance contracts for such fire fighting and extinguishing appliances.

3.19 Encroachments

To take all steps necessary to prevent any encroachment upon the Premises or the acquisition of any new right of light passage or drainage or any other easement over upon or through the Premises and to give immediate notice to the Landlord of any threatened encroachment or attempts to acquire any such right or easement and to permit the Landlord at the Tenant's cost (if necessary) to take such action at law or otherwise as the Landlord may deem necessary either in the name of the Tenant alone or jointly with the Landlord in the names of the Landlord and the Tenant for the protection of their respective interests in the Premises.

3.20 Statutory Obligations

From time to time and at all times:

3.20.1 to comply with the requirements of all statutes (existing now or at the relevant time) and the requirements of any government department local or other authority or court of competent jurisdiction in respect of the Premises or the use thereof and at all times to indemnify the Landlord against any losses costs charges or expenses which may be incurred by the Landlord due to the breach by the Tenant of any of the provisions of this Lease;

3.20.2 to give notice to the Landlord of any notice order or proposal for a notice or order served on the Tenant under any statute or order affecting the interests of the Landlord or the Tenant and if so required by the Landlord to produce the same and at the request of the Landlord at the expense of the Tenant to make or join in making any objection or representation in respect of any proposal affecting the interest of the Landlord.

3.21 To Indemnify Landlord Against Actions

Save where the same arises due to the negligent act or omission of the Landlord or the Landlord's employees, agents, servants, invitees or licensees to indemnify and keep indemnified the Landlord from and against liability in respect of all loss, damage, actions, proceedings, claims, demands, costs, damages and expenses of whatsoever nature in respect of any injury to or the death of any person or damage to any property movable or immovable or in respect of the infringement disturbance or destruction of any right, easement, covenant or privilege or otherwise by reason of or arising in any way directly or indirectly out of:

3.21.1 the state of repair or condition of the Premises; and/or

3.21.2 the act omission or default of the Tenant or any undertenant or their respective agents, servants, invitees or licensees; and/or

3.21.3 the construction or existence of any extensions of or alterations to the Premises carried out by the Tenant or any undertenant or their respective servants agents licensees or invitees; and/or

3.21.4 the use of the Premises or the exercise of the Rights Granted; and/or

3.21.5 anything now or hereafter attached to or on the Premises which belongs to the Tenant or any undertenant or their respective servants, agents, licensees or invitees; and/or

3.21.6 any breach by the Tenant or any undertenant or their respective servants agents licensees or invitees or other occupier of the Premises of any covenant on the part of the Tenant or any condition herein contained.

3.22 **Yield Up**

At the expiration or sooner determination of the Term to yield up the Premises to the Landlord repaired and maintained in accordance with the covenants on the Tenant's part contained in this Lease subject to the provisions of clause 5.7.

3.23 **To Observe Title Matters**

To observe and perform the covenants and other matters mentioned and referred to in the Title Matters so far as they relate to and affect the Premises or any other land or premises which the Tenant is entitled to use under this Lease and to keep the Landlord indemnified from and against any breach non-observance or non-performance thereof.

3.24 **To comply with the CDM Regulations**

In the event that the Tenant carries out any construction cleaning or other works at the Premises to which the CDM Regulations apply:

3.24.1 to make a declaration to the Health and Safety Executive in accordance with the CDM Regulations that the Tenant is the only client in respect thereof;

3.24.2 to appoint a planning supervisor and a principal contractor in respect thereof;

3.24.3 to produce to the Landlord on demand such information as the Landlord shall reasonably require to demonstrate that the CDM Regulations have been complied with; and

3.24.4 ensure that those persons appointed by the Tenant to carry out such works comply in all respects with the provisions of the CDM Regulations

and the expressions "planning supervisor" and "principal contractor" in this clause 3.24 shall be interpreted in accordance with the CDM Regulations.

4. **LANDLORD'S COVENANTS**

The Landlord hereby covenants with the Tenant as follows:

4.1 **Quiet Possession**

The Tenant may peaceably and quietly possess and enjoy the Premises during the Term without any lawful interruption by the Landlord or any person lawfully claiming under it.

4.2 **Insurance**

At the request and costs of the Tenant the Landlord will enforce the obligations of the Superior Landlord in the Superior Lease to insure the Premises which are summarised as follows:

4.2.1 To insure the Premises subject to such limitations or exclusions as the Superior Landlord's insurers may impose in some insurance office of repute or with underwriters and through such agency as the Superior Landlord shall from time to time decide against loss or damage by the Insured Risks in such sum as the Landlord shall notify to the Superior Landlord in writing as being the Full Reinstatement Value provided that the Superior Landlord is under no obligation to insure any fixtures and fittings installed by the Landlord or the Tenant which become part of the Premises unless the Landlord first notifies the Superior Landlord in writing of such installation and the Superior Landlord agrees in writing to effect insurance thereof at the Landlord's expense.

- 4.2.2 On demand once in each year to produce or procure the production to the Landlord of evidence of such insurance and of the payment of the last premium therefor.
- 4.2.3 As often as the Premises shall be destroyed or damaged by any of the Insured Risks then unless payment of the insurance monies or any part thereof shall be refused in whole or in part by reason solely or in part of any act or default of the Landlord or the Tenant its agents servants or any other person under its control and subject to the Superior Landlord being able to obtain any necessary planning consents and all other necessary licences approvals and consents to lay out the net proceeds of such insurance in the repair and reinstatement of the Premises as soon as reasonably possible.

5. **PROVISOS**

Provided always and it is hereby agreed that:

5.1 **Re-entry**

- 5.1.1 If and whenever the rents or any part thereof respectively shall be in arrear and unpaid for twenty-one days next after the same shall have become due whether any formal or legal demand therefor shall have been made or not or if and whenever there shall be any breach non-observance or non-performance by the Tenant of any of the covenants on its part herein contained then and in any such case it shall be lawful for the Landlord to enter into and upon all or any part of the Premises in the name of the whole and thereupon the Term shall absolutely determine and this Lease shall become void but without prejudice nevertheless to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any of the covenants on its part herein contained provided always that notwithstanding the acceptance of or demand for rent by the Landlord or its agent or bank with knowledge of a breach of any of the covenants on the part of the Tenant herein contained the Landlord's right to forfeit this Lease on the ground of such breach shall remain in force and the Tenant shall not in any proceedings for forfeiture be entitled to rely upon any such acceptance or demand as aforesaid as a defence and provided further that this provision shall have effect in relation only to acceptance of or demand for rent made during the period (if any) as may in all the circumstances be reasonable for enabling the Landlord to conduct any negotiations with the Tenant for remedying the breach which shall have been commenced by either party upon the Landlord becoming aware of the said breach.
- 5.1.2 If the Landlord has received notice of any charge debenture mortgage or any other security granted over the Premises by the Tenant, the Landlord must not exercise its rights under clause 5.1.1 unless and until it has:
- 5.1.2.1 given notice to the holder of that security of any breach by the Tenant of the relevant obligation in terms of this Lease; and
- 5.1.2.2 given the holder of that security a reasonable period of time in which to remedy the breach.

5.2 **Limitation on Landlord's Liabilities**

- 5.2.1 Subject to Section 4 of the Defective Premises Act 1972 the Landlord and the Superior Landlord shall not in any circumstances incur any liability in respect of damage to person or property or otherwise howsoever by reason of any act omission neglect default or misfeasance of the Tenant its servants, employees, agents or independent contractors or by reason of any accidental damage which may at any time be done to the Premises or to any of the goods or property of the Tenant or any other person or to any person or persons caused by any act or default of any other tenant of the Landlord or the Superior Landlord of any adjoining or neighbouring premises of the Landlord or the Superior Landlord or of any servant, employee or contractor as aforesaid in breach or neglect of his

duty and any services rendered to or for the Tenant on the Tenant's request or instructions by a servant or agent of the Landlord or the Superior Landlord shall be deemed to have been rendered by that person as a servant of the Tenant.

- 5.2.2 The Landlord shall be deemed to have fulfilled its responsibility under this Lease as to insurance notwithstanding that the insurance for the time being in force is subject to exclusions and conditions which are from time to time required by the insurers and which cannot be omitted on reasonable terms and (without prejudice to the generality of the foregoing) the Landlord shall not be responsible for effecting any insurance under the provisions hereinbefore contained against a peril which is for the time being uninsurable or which can only be insured other than at commercially reasonable rates.

5.3 **Compensation**

Except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement the Tenant shall not be entitled to claim from the Landlord on quitting the Premises any compensation under the Landlord and Tenant Act 1954.

5.4 **Right to Alter Adjoining Property**

It shall be lawful for the Landlord and all others authorised by it at any time during the Term to alter build upon or extend in height and/or to pull down or rebuild or otherwise deal with or permit or suffer to be pulled down, altered or rebuilt or otherwise dealt with any adjoining property or buildings to any extent and in any manner desired and to use any buildings or any land adjoining opposite or near to the Premises for any purpose desired notwithstanding that the access of light and air to the Premises may be thereby obstructed or interfered with or that the Tenant might but for this provision be entitled on any ground to object to such erection, rebuilding, alteration or user and any light or air at any time enjoyed in respect of the Premises which might otherwise interfere with the rights of the Landlord or of any neighbouring owner or occupier under this provision shall be deemed to have been and to be enjoyed by consent and the Tenant shall not at any time during the Term or thereafter raise or make any complaint or institute or take any proceedings whatsoever whether by way of injunction or for damages or otherwise against the Landlord by reason or in consequence of any noise, disturbance, annoyance or inconvenience occasioned by any such erection, rebuilding, alteration or user as aforesaid.

5.5 **No Restriction on use of Adjoining Property**

Nothing herein contained or implied shall impose any restriction on the user of any part of or any land or buildings of the Landlord or the Superior Landlord not comprised in this Lease or give the Tenant the benefit or the right to enforce or to have imposed or to prevent the release or modification of any covenant, agreement, condition or stipulation entered into by any tenant of the Landlord in respect of any property not comprised in this Lease.

5.6 **Alterations Additions and Demolition**

The Tenant shall be entitled without the consent of the Landlord to alter, add to and demolish any structures or works erected or carried out on the Premises during the Term provided that the Tenant shall provide details of any such alteration, addition or demolition to the Landlord within fourteen days of the same being carried out.

5.7 **Tenant's Fixtures Fittings and other Equipment and the Condition of the Premises**

- 5.7.1 At the expiration or determination of the Term the ground beneath the Premises will be yielded up by the Tenant to the Landlord in no worse a state or condition than that which such ground was in at the date of the previous lease of the property dated 2.6.1998 and made between (1) the Manchester Ship Canal Company and (2) Shell U.K. Limited as evidenced by the Schedule of Condition.

5.7.2 At the expiration or determination of the Term those Landlord's fixtures and fittings that were on the Premises at the date of this Lease will be yielded up by the Tenant to the Landlord in a state and condition commensurate with the due observance and performance of the Tenant's covenants contained in this Lease and commensurate with the condition of such items at the date of the Previous Lease as evidenced by the Schedule of Condition.

5.8 Notices

Any demand or notice requiring to be made given to or served on the Tenant from time to time under this Lease shall be duly and validly made given or served if left or sent by the Landlord or its agents through the first-class post by pre-paid letter addressed to the Tenant (and if there shall be more than one of them then any one of them) at its registered office or its last known address or at the Premises and any notice required to be given to the Landlord shall be well and sufficiently given if left or sent through the first-class post by pre-paid letter addressed to the Landlord at its principal office for the time being at the date of such notice and any demand or notice sent by post shall be conclusively treated as having been made given or served forty-eight hours after posting.

5.9 Commissions and Allowances

Any commission or allowances paid or made to the Landlord in respect of any insurance procured in respect of the Premises by the Landlord may be retained by the Landlord for its own account.

5.10 Abandoned Property

If at such time as the Tenant has vacated the Premises after the determination of the Term either by effluxion of time or otherwise any property of the Tenant shall remain in or on the Premises and the Tenant shall fail to remove the same within twenty-one days after being requested by the Landlord so to do by a notice in that behalf then and in such case the Landlord may as the agent of the Tenant (and the Landlord is hereby appointed by the Tenant to act in that behalf) sell such property and shall then hold the proceeds of sale after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant provided that the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause 5.10.

5.11 Break Clause

5.11.1 The Tenant may end the Term at any time after either (a) the date which is 20 years after the Term Start Date (b) the expiry of the term of the Asset Services Agreement (without renewal) or the termination of the Asset Services Agreement due to insolvency or default of the Landlord by giving the Landlord not less than 6 months' notice following which the Term will end on that date ("**Break Date**") if on the Break Date all money owed by the Tenant to the Landlord due up to and including the Break Date (but for the avoidance of doubt not for any period beyond the Break Date) has been paid in full save where there is a legitimate dispute about payment.

5.11.2 The Landlord may waive any of the pre-conditions in clause 5.12.1 at any time before the Break Date by notifying the Tenant.

5.11.3 If this Lease ends under this clause 5.12 this will not affect the rights of any party for any prior breach of an obligation in this Lease.

5.12 Contracting-out

5.12.1 The Landlord and the Tenant confirm that before the date of this Lease:

- 5.12.1.1 a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on 23-12-2019 ; and
- 5.12.1.2 a statutory declaration dated 23-12-2019 complying with paragraph 8 of Schedule 2 to that Order was made by *Sinad McGrath*, who the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf.
- 5.12.2 The Landlord and the Tenant agree and declare that the provisions of sections 24-28 (inclusive) of the Landlord and Tenant Act 1954 do not apply to the tenancy created by this deed.
- 5.12.3 The Landlord and the Tenant confirm there is no agreement for this lease.

6. SUPERIOR LEASE

6.1 The Landlord must:

- 6.1.1 pay the Superior Lease Rent and, so far as they do not form part of the obligations on the Tenant under this Lease, comply with the obligations, conditions and covenants to be complied with by a tenant of the Superior Lease; and
- 6.1.2 at the request and cost of the Tenant on a full indemnity basis, including security for costs paid in advance, use reasonable endeavours to ensure that the Superior Landlord complies with the obligations, conditions and covenants to be complied with by a Landlord of the Superior Lease.

6.2 The Tenant must not do or omit to do any act or thing that would place the Landlord in breach of the obligations, conditions and covenants to be complied with by a Tenant of the Superior Lease.

6.3 Without prejudice to the terms of this Lease, where the consent or approval of the Landlord is required to any act or thing:

- 6.3.1 it will be a condition precedent to the grant of that consent or approval that, if required under the Superior Lease, the consent or approval of the Superior Landlord is first obtained; and
- 6.3.2 where the Landlord is under an obligation under this Lease not unreasonably to withhold or delay its consent or approval, the Landlord must, at the cost of the Tenant on a full indemnity basis, including reasonable security for costs paid in advance, apply for and use reasonable endeavours to obtain the consent or approval of the Superior Landlord where this is required under the Superior Lease.

6.4 References, however expressed, in this Lease to:

- 6.4.1 any matter that is required to be carried out to the satisfaction or with the approval of the Landlord are to be read as including a requirement that the matter is also to be carried out to the satisfaction or with the approval of the Superior Landlord where this is required under the Superior Lease;
- 6.4.2 an obligation on the Tenant to pay any costs, fees and expenses incurred by the Landlord in relation to any matter are to be read as including an obligation also to pay all costs, fees and expenses incurred in respect of that matter by the Superior Landlord; and

- 6.4.3 an indemnity given to the Landlord are to be read as including an obligation to indemnify the Superior Landlord in respect of the subject matter of that indemnity.
- 6.5 Rights reserved to the Landlord under this Lease may also be exercised by the Superior Landlord and any persons authorised by the Superior Landlord under the Superior Lease.
- 6.6 Any covenant in this Lease by the Tenant not to do any act matter or thing to the prejudice of or adversely to affect the Landlord will be read as including an obligation not to do any such act matter or thing to the prejudice of or adversely to affect any Superior Landlord.
- 6.7 Nothing in this Lease imposes any obligation on the Superior Landlord to act reasonably in granting any consent or approval or expressing its opinion as to whether any act of the Tenant has been carried out to its satisfaction.
- 6.8 Where this Lease continues in effect following the ending of the Superior Lease:
 - 6.8.1 where the rent or other sums payable under this Lease are calculated by reference to the rents or other sums payable under the Superior Lease, then the rent or other sums payable under this Lease will continue to be payable as if:
 - 6.8.1.1 the Superior Lease continues in effect and the rents or other sums payable under the Superior Lease continue to be payable; and
 - 6.8.1.2 any terms in the Superior Lease for the agreement, calculation or determination of the rents or other sums payable under the Superior Lease, including any rent reviews under Superior Lease, continued to be applied; and
 - 6.8.2 any changes to the terms of this Lease necessary to enable the terms of this Lease to continue in effect have been made between the Landlord and the Tenant.

7. **GUARANTOR'S OBLIGATIONS**

- 7.1 The Guarantor, as primary obligor, guarantees to the Landlord that:
 - 7.1.1 the Tenant will comply with all the Tenant's obligations in this Lease. If the Tenant defaults, the Guarantor will itself comply with those obligations and will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by that default; and
 - 7.1.2 it will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company voluntary arrangement, scheme of arrangement or other scheme having or purporting to have the effect of impairing, compromising or releasing any or all of the obligations of the Guarantor in this clause 7.
- 7.2 If the Landlord in its absolute discretion notifies the Guarantor within six months after the date of any disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten Business Days, at the Landlord's option either:
 - 7.2.1 at the Guarantor's own cost (including payment of the Landlord's costs) accept the grant of a lease of the Premises:
 - 7.2.1.1 for a term starting and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies;
 - 7.2.1.2 ending on the date when this Lease would have ended if the disclaimer, forfeiture or Striking-off had not happened;

- 7.2.1.3 at the same rent and other sums payable;
 - 7.2.1.4 containing a rent review date on the term commencement date of the new lease if there is a rent review under this Lease that falls before that term commencement date that has not been concluded (but with the rent being reviewed as at the date of the uncompleted rent review);
 - 7.2.1.5 containing rent review dates on each Rent Review Date under this Lease that falls on or after the term commencement date of the new lease; and
 - 7.2.1.6 otherwise on the same terms and conditions as this Lease; or
- 7.2.2 pay the Landlord any arrears of the Rents, the Outgoings and all other sums due under this Lease plus the amount equivalent to the total of the Rents, the Outgoings and all other sums due under this Lease that would be payable for the period of six months following the disclaimer, forfeiture or striking-off had there been no such event.
- 7.3 If clause 7.2.2 applies then, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 7 (but that will not affect the Landlord's rights in relation to any prior breaches).
- 7.4 The Guarantor's liability will not be reduced or discharged by:
- 7.4.1 any failure for any reason to enforce in full, or any delay in enforcement of, any right against, or any concession allowed to the Tenant or any third party;
 - 7.4.2 any variation of this Lease (except that a surrender of part will end the Guarantor's future liability in respect of the surrendered part);
 - 7.4.3 any right to set-off or counterclaim that the Tenant or the Guarantor may have;
 - 7.4.4 any death, incapacity, disability or change in the constitution or status of the Tenant, the Guarantor or of any other person who is liable, or of the Landlord; or
 - 7.4.5 anything else other than a release by the Landlord by deed.
- 7.5 The Guarantor must not claim in competition with the Landlord in the insolvency of the Tenant and must not take any security, indemnity or guarantee from the Tenant in respect of the Tenant's obligations under this Lease.

This document is executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

Rights Granted

1. The right for the Tenant and all persons authorised by the Tenant to pass and repass to and from the Premises at all times on foot and with or without vehicles for all purposes connected with the use and enjoyment of the Premises (but not otherwise) over and along the road known as Corridor Road.
2. The free and uninterrupted passage of water, soil, gas, electricity and telephone services in and through the Conduits and the free and uninterrupted use of all Conduits now or at any time during the Term serving the Premises and passing in under through or over the Landlord's adjoining or neighbouring land.
3. Such rights of support and protection from the adjoining premises of the Landlord as are presently enjoyed by the Premises.

SCHEDULE 2

Rights Reserved

1. The free and uninterrupted passage and running of water, soil, gas, electricity and telephone services in and through the Conduits made or to be made upon through or under the Premises and the free and uninterrupted use of all Conduits upon through or under the same.
2. All rights of light, air, shelter, support, protection and all other easements or privileges in the nature of easements or quasi easements now or hereafter existing for the benefit of any adjoining or neighbouring property of the Landlord.
3. The right to enter the Premises to exercise any of the rights possessed by the Landlord under the terms of this Lease causing as little damage or inconvenience as reasonably possible.
4. The right to lay, repair, maintain, replace and renew pipelines water, gas, electricity and telecommunications, supply pipes, wires, cables, sewers, drains and other service conducting media through the Premises along a route to be agreed with the Tenant (such agreement not to be unreasonably withheld or delayed) and the free and uninterrupted use thereof.
5. Subject to the Tenant's reasonable requirements in relation to security and safety the right for the Superior Landlord to the free use of ferries or any replacement therefor for the purpose of gaining access to and egress from Stanlow Island with or without machinery plant and equipment in order to repair and maintain the walls and banks of the Manchester Ship Canal and the adjoining and neighbouring property of the Landlord.
6. Subject to the Tenant's reasonable requirements in relation to security and safety the right to pass on foot or with vehicles over and along those parts of the Premises that are unbuilt on for the purposes of gaining access to and egress from the adjoining land and premises retained by the Landlord.
7. The right for the Landlord to enter the Premises in order to comply with those obligations of the tenant in the Headlease which are not passed on to the Tenant by virtue of this Lease.

SCHEDULE 3

Title Matters

1. The right more particularly set out in paragraph (a) of the First Schedule of a Conveyance dated 29 September 1933 made between the Landlord (1) Williams Deacon's Bank Limited (2) and Lobitos Oilfields Limited (3) and the right more particularly set out in paragraph (b) of the First Schedule thereof in so far as the same relates to two lines of pipes between the points marked "A" and "B" on the plan attached thereto.
2. The right more particularly set out in paragraph (a) of the First Schedule of a Conveyance dated 7 November 1946 made between the Landlord (1) Williams Deacon's Bank Limited (2) and C.C. Wakefield & Company Limited (3) and the right more particularly set out in paragraph (b) of the First Schedule thereof in so far as the same relates to four lines of pipes between the points marked "A" and "B" on the plan attached thereto.
3. The rights more particularly set out in paragraphs 1(a) and 1(b) of a Lease dated 20 June 1977 made between the Landlord (1) and BP Oil Limited (2).

SCHEDULE 4

The Provisions to be Contained in an Authorised Form of Guarantee

1. Guarantee

- 1.1 The Present Tenant[s] [jointly and severally] guarantee[s] to the Landlord that the Assignee will pay the rents hereby reserved and perform and observe all the Tenant's Obligations and the Present Tenant[s] will pay and make good to the Landlord on demand any losses damages costs and expenses suffered or incurred by the Landlord by reason of any failure of the Assignee to do so.
- 1.2 This guarantee is to take effect immediately on the assignment of this Lease to the Assignee and is to remain in force for so long as and to the extent that the Assignee is not released by law from liability for the Tenant's Obligations.

2. No Waiver or Release of Liability

The Present Tenant[s] shall not be released from liability under these provisions by reason of:

- 2.1 any forbearance the granting of time or any other indulgence on the part of the Landlord;
- 2.2 any variation of this Lease whether or not made with the consent of the Present Tenant[s] and the guarantee of the Present Tenant[s] in paragraph 1 is to operate in relation to this Lease as it may be varied from time to time.

3. Present Tenant[s] to Accept New Lease upon Disclaimer

- 3.1 If this Lease is determined by re-entry by the Landlord or is effectively determined by disclaimer the Present Tenant[s] shall if the Landlord by notice within three months after the date of determination so requires take from the Landlord a lease of the Premises.
- 3.2 The lease to be granted to the Present Tenant[s] under paragraph 3.1 is to be on the following terms:
- 3.2.1 the term is to commence on the date of termination of this Lease and to be equal to the residue of the Term which would have remained unexpired at that date if this Lease had not then been terminated;
- 3.2.2 the yearly rent is to be the same as would have been payable under this Lease if it had continued and if a rent review operative from a rent review date before the grant of the lease has not been completed the Present Tenant[s] will complete the rent review as if it had been the Tenant under this Lease;
- 3.2.3 the lease is otherwise to be on the same terms and conditions as would have applied under this Lease if it had continued undetermined;
- 3.2.4 the Present Tenant[s] [is] [are] to succeed to the rights and assume the liability of the Tenant under this Lease as if this Lease had continued undetermined.

4. Subordination of Rights of the Present Tenant[s]

- 4.1 With respect to any sums paid by the Present Tenant[s] under this schedule and to any other rights which may accrue to the Present Tenant[s] in respect of any sums so paid or liabilities incurred under this guarantee or in the observance performance or discharge of the obligations and covenants of the Assignee in this Lease the Present Tenant[s] shall rank and be entitled to enforce its rights only after all obligations and covenants under this guarantee have been fully observed and performed and if they have not the Present Tenant[s] shall not:

- 4.1.1 seek to recover from the Assignee or any third party whether directly or by way of set-off lien counterclaim or otherwise or accept any money or other property or security or exercise any rights in respect of any sum which may be or become due to the Present Tenant[s] on account of the failure by the Assignee to observe and perform or discharge such obligations or covenants in this Lease;
 - 4.1.2 claim, prove or accept any payment in composition by way of winding-up liquidation bankruptcy or other form of insolvency of the Assignee in competition with the Landlord for any amount whatsoever owing to the Present Tenant[s] by the Assignee;
 - 4.1.3 exercise any right or remedy in respect of any amount paid by the Present Tenant[s] under this Lease or any liability incurred in observing performing or discharging the obligations and covenants of the Assignee.
- 4.2 The Present Tenant[s] warrant[s] that it has not taken and undertakes with the Landlord that it will not without the consent of the Landlord take any security from the Assignee in respect of this guarantee and if any such security is so taken notwithstanding it shall be held on trust for the Landlord as security for the respective liabilities of the Present Tenant[s] and the Assignee.

SCHEDULE 5

Environmental protection

1. Defined terms

This **Schedule 5** uses the following defined terms:

"1990 Act"

the Environmental Protection Act 1990;

"Contamination"

all or any of the following arising from Tenant's use of the Premises:

the presence in soil or in groundwater in, on, under or over the Premises or the Estate of any Hazardous Material or Waste; and

the migration or other escape of any such Hazardous Materials or Waste from the Premises or the Estate;

"Environment"

air, including without limitation the air within buildings and within other natural or man-made structures, water and land and any living organisms or eco-systems supported by them;

"Environmental Authority"

any governmental or regulatory body, agency or authority having responsibility for the enforcement of Environmental Law;

"Environmental Law"

each applicable law (including statute, secondary legislation, directives, regulations, resolutions, statutory guidance and codes of practice having the force of law, civil, criminal or administrative law, common law, a notice, order, judgment, ruling or other requirement from any governmental, administrative or regulatory agency or body or a court, tribunal or other assembly conducting judicial business) relating to pollution or protection of the Environment, or human health and safety;

"Environmental Liabilities"

all claims, costs, damages, expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding whether such claim or proceeding is successfully defended or not), losses and liabilities (including without limitation the costs of Remediation and Environmental Costs), fines and penalties;

"Environmental Notice"

any statutory notice or formal requirement of any court or any Environmental Authority relating to protection or pollution of the Environment;

"Environmental Permits"

any permit, licence, consent, registration, authorisation or exemption required under Environmental Law in relation to the use or occupation of the Premises by the Tenant including for the manufacture, use, storage, disposal, handling or presence of any Hazardous Materials or Waste on the Premises by the Tenant;

“Existing Contamination”

all or any of the following:

the presence in soil or in groundwater at, on, under or over the Premises of any Existing Materials; and

the migration or other escape of any Existing Materials from the Premises at any time whether before, on or after the date of this Lease

“Existing Materials”

any Hazardous Materials or Waste as present in soil or groundwater, on, in or under the Premises at or prior to the date of this Lease;

“Hazardous Material”

any substance, whether in solid, liquid or gaseous form, that is (in the quantity in which it is manufactured, used, stored, handled or disposed of) capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance;

“Waste”

any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value.

2. Environmental compliance

2.1 The Tenant must comply with all requirements of Environmental Law applicable to its use and occupation of the Premises and shall require that each licensee or other person to whom it sublets or gives access to the Premises shall comply with requirements on Environmental Law applicable to its use of the premises.

2.2 The Tenant must at its own cost:

2.2.1 supply the Landlord with copies of all Environmental Notices; and

2.2.2 take and complete promptly and diligently take all actions or precautions required by those Environmental Notices.

2.3 The Tenant must give notice of and provide copies to the Landlord as soon as reasonably practicable of any:

2.3.1 undertakings given and conditions agreed in respect of the environmental condition of Premises; and

2.3.2 complaints or warnings received by the Tenant from the Environmental Authorities or any other person or body in respect of any Contamination of other matter concerning the Environment at or affected by the Premises or the Permitted Use; and

2.3.3 any notice or proceedings against the Tenant relating to any matter affecting the Premises concerning the Environment or the health or safety of human beings.

2.4 The Tenant must not do or omit to do anything on the Premises that would have an adverse effect on the Environmental Permits, their renewal or the use of the Premises for the Permitted Use.

2.5 The Tenant must not do or omit to do anything on the Premises that would have an adverse effect on any permit, licence, consent, registration, authorisation or exemption required under Environmental Law in relation to the use or occupation of the Estate by the Landlord and its tenants and occupiers of the Estate including for the manufacture, use, storage, disposal, handling or presence of any Hazardous Materials or Waste on the Estate by the Landlord.

- 2.6 The Tenant must not do or omit to do anything that would or may:
- 2.6.1 cause any Hazardous Material or Waste to escape, leak or be spilled or deposited on the Premises, discharged from the Premises or migrate to or from the Premises;
 - 2.6.2 cause, increase, exacerbate or accelerate any Existing Contamination.
- 2.7 The Tenant must not undertake any intrusive investigations at the Premises.

3. Variations to Hazardous Substances Consents

- 3.1 The Tenant must not without the consent of the Landlord:
- 3.1.1 apply to the Environmental Authorities for the surrender, grant, variation, or renewal of a Hazardous Substances Consent; or
 - 3.1.2 give any undertakings or assurances or agree to the addition of conditions in connection with any Hazardous Substances Consent.

4. Prohibited Materials

The Tenant must not or cause or knowingly permit others to manufacture, use, store, handle or dispose of materials at the Premises where those acts are prohibited by law.

5. Contamination

- 5.1 The Tenant must do, or cause or knowingly permit others to do anything that would or may cause any Hazardous Material or Waste to escape, leak or be spilled, be illegally deposited on the Premises or the Estate, or to be discharged from the Premises into the Environment or migrate to or from the Premises or the Estate.
- 5.2 It is acknowledged and agreed between the Landlord and the Tenant that except and to the extent that liability for Existing Contamination is caused, increased, exacerbated or accelerated directly or indirectly as a result of any breach by the Tenant of **paragraph 5.1**:
- 5.2.1 the Tenant will have no liability under the terms of this Lease (including **paragraph 2.9**) or otherwise as a result of or in relation to Existing Contamination;
 - 5.2.2 the Tenant will not be required by any of the Tenant's Covenants to carry out any Remediation Works to make good, rectify, remove, treat or make harmless any Existing Contamination; and
 - 5.2.3 this acknowledgment is made in accordance with Statutory Guidance to exclude the Tenant from liability as an appropriate person to bear responsibility for Environmental Costs.
- 5.3 The Tenant must indemnify the Landlord against all Environmental Liabilities incurred by the Landlord arising directly or indirectly from any breach by the Tenant of any of the covenants in **paragraph 5.1**.
- 5.4 The Tenant must permit the Landlord to carry out at or in relation to the Premises any works that the Landlord considers necessary (and for which the Tenant is not responsible under **paragraph 2.9**) to avoid or minimise the risk of any Hazardous Material or Waste in, on or under the Premises polluting the Environment or the Estate, causing harm to human health or any other living organism or damaging property.

6. Environmental costs

Where Environmental Costs become a charge on the Premises under section 81A of the 1990 Act, and those costs are recovered from the Tenant under section 81B of the 1990 Act, the Tenant waives its statutory right to deduct those Environmental Costs from the Rents.

Executed as a deed by the Landlord acting by *S. THANGARANDIAN*
a director acting in the presence of)



Signature of Director



Signature Witness

Name: *RAJESH CHAUDA*

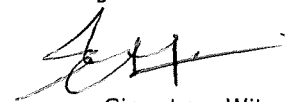
Address *83 UPTON DRIVE CHESTER CH21 1B7*

Occupation: *LAWYER*

Executed as a deed by the Tenant acting by *MICHAEL GAYNON*
a director acting in the presence of)



Signature of Director



Signature Witness

Name: *TARIQ GHANI*

Address *30 CHEKLEY RD, STAFFIN.*

Occupation: *TREASURY ANALYST*

Executed as a deed by the Guarantor acting by)
a single director in the presence of:)

Signature of Director

Witness Signature

Witness Name

Witness Address

**APPENDIX
SCHEDULE OF CONDITION**

Dated: 31st December 2019

- (1) ESSAR OIL UK LIMITED
- (2) STANLOW OIL TERMINAL LIMITED

LEASE OF LAND AT STANLOW OIL REFINERY (GANTRIES)

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	31 st December 2019
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	CH483757
LR2.2 Other title numbers	None
LR3. Parties to this lease	
Landlord	ESSAR OIL UK LIMITED (incorporated and registered in England and Wales under company registration number 07071400), the registered office of which is at The Administration Building, 5 th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
Tenant	STANLOW OIL TERMINAL LIMITED (incorporated and registered in England and Wales under company registration number 11456916), the registered office of which is at Gate No. 1 Oil Sites Road Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
LR4. Property	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.
	The property described as the "Premises" in clause 1 of this Lease.
LR5. Prescribed statements etc.	None.
LR6. Term for which the Property is leased	The term as specified in clause 3.1 of this Lease.
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 rights 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 specified in this Lease at Part 1 of Schedule 1.
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	As specified in this Lease at Part 2 of Schedule 1
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	None.
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

LEASE

PARTIES

- (1) the Landlord named in clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**"); and
- (2) the Tenant named in clause LR3 and its successors in title (the "**Tenant**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Lease uses the following definitions:

"1925 Act"

Law of Property Act 1925;

"1954 Act"

Landlord and Tenant Act 1954;

"1986 Act"

Insolvency Act 1986;

"1995 Act"

Landlord and Tenant (Covenants) Act 1995;

"1996 Act"

Arbitration Act 1996;

"Act"

any act of Parliament and any delegated law made under it;

"AGA"

an authorised guarantee agreement (as defined in section 16 of the 1995 Act);

"Ancillary Rent Commencement Date"

the date of this Lease;

"Applicable Law"

the laws of, or having application in, England, including any applicable supra-national, national, provincial, municipal or governmental statute, ordinance or other law, secondary legislation, directives, regulations, resolutions, statutory guidance and codes of practice having the force of law, civil, criminal or administrative law, common law, a notice, order, judgment, decision, licence, consent, permit, authorisation or other approval (including any conditions attached thereto) or any rule, code, direction, ruling or other requirement from any governmental, administrative or regulatory agency or body or a court, tribunal or other assembly conducting judicial business, including Environment Law;

"Asset Services Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Asset Services Agreement;

"Asset List"

the list of assets acquired by the Tenant for the Landlord on or around the date of this Lease and annexed hereto at **Schedule 6**;

"Business Day"

any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

"Car Park"

any car park or car parks forming part of the Estate at any time during the Term;

"Common Parts"

such areas of the Estate as the Landlord (acting reasonably) shall from time to time determine and which will provide reasonable access for the Tenant to the Estate;

"Company"

includes:

- (a) any UK registered company (as defined in section 1158 of the Companies Act 2006);
- (b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006;
- (c) any unregistered company (to include any association); and
- (d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000;

"Conducting Media"

any media for the transmission of Utilities;

"Control"

- (a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such of the members of the board of directors or other governing body of a person as are able to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person (and for this purpose references to the power to appoint or remove directors shall be interpreted in accordance with section 1159(3) and schedule 6 of the Companies Act 2006); or
- (b) the holding or possession of the beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly) which confer in aggregate on the holders thereof 50% or more of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters (including acting as general partner, manager or responsible entity of any partnership);

"Controlling Entity"

any entity or person with Control (directly or indirectly) of the Counterparty

"Current Guarantor"

someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA;

"Denied Person"

a person or entity that is:

- (a) listed on any Sanctions List or the Denied Persons List;
- (b) has been convicted of an offence under the Anti-Terrorism, Crime and Security Act 2001, the Bribery Act 2010 and/or the Proceeds of Crime Act 2002 (both as amended from time to time) and/or the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time;
- (c) the subject of Sanctions;
- (d) subject to restrictions in the Landlord's banking documents which prohibit the Landlord from trading or having contractual relations with such a person or entity

"Denied Persons List"

the Denied Persons List maintained by the United States Bureau of Industry and Security from time to time;

"Economic Entitlement"

the right to receive:

- (a) any distribution (directly or indirectly) from the relevant entity;
- (b) any return repayment or redemption of capital (either share or loan capital) or equivalent of the relevant entity;
- (c) any other economic entitlements of an owner, member, limited partner, unit holder or other participant (in any form) of the relevant security;

"Electronic Communications Apparatus"

"electronic communications apparatus" as defined in section 151 of the Communications Act 2003;

"End Date"

the last day of the Term (however it arises);

"Estate"

- (a) for the purposes of the rights granted and reserved by this Lease and their registration at HM Land Registry, the Stanlow Manufacturing Complex shown edged blue on the plan entitled Essar Oil (UK) Ltd Stanlow Extent; and
- (b) for all other purposes connected with this Lease, that estate:
 - (i) including all alterations, additions and improvements and all landlord's fixtures forming part of it at any time during the Term;
 - (ii) including any adjoining land and buildings that the Landlord adds to it; and
 - (iii) excluding any land or buildings that the Landlord removes from it;

"Gantries"

the road tanker loading gantries which are located on the Premises;

"Good Industry Practice"

the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of

undertaking under the same or similar circumstances and conditions and seeking, in good faith, to perform its legal (including contractual) obligations;

"Group Company"

in relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act;

"Index Review Date"

1st April 2020 and each anniversary thereof and references to "the Index Review Date" mean the relevant Index Review Date;

"Insured Risks"

the risks required to be insured pursuant to **paragraph 2 of Schedule 2**;

"Interested Person"

in relation to an entity a person or entity who (directly or indirectly) has or exercises Control of that entity or is a Controlling Entity of that entity

"Interest Rate"

four per cent above

1. the one (1) month London interbank offered rate for Pounds Sterling as published by Reuters at page "LIBOR 01" (or such other page as may replace that page on that service) at 11.00 am on the second Business Day prior to the first day of such month or, if no such rate is then quoted, on the immediately preceding day on which such rate is so quoted; or
2. if such quote is not available, the average rate at which one (1) month deposits in Pounds Sterling are offered by the Reference Banks in the London interbank market;

"Lease"

this lease, which is a "new tenancy" for the purposes of section 1 of the 1995 Act, and any document supplemental to it;

"Main Rent"

the rent payable under **clause 3.2**;

"Notice"

any notice, notification or request given or made under this Lease;

"Oil Major/Competitor"

means one or all of the following companies, a Group Company of or a joint venture involving one of or a Group Company of such a joint venture of: Saudi Aramco, Sinopec, China National Petroleum Corporation, PetroChina, Exxon Mobil, Royal Dutch Shell, Kuwait Petroleum Corporation, BP, Total SA, Lukoil, Eni, Valero Energy, Chevron Corporation, PDVSA, Pemex, National Iranian Oil Company, Gazprom, Petronas, China National Offshore Oil, Marathon Petroleum, PTT, Rosneft, JX Holdings, Engie, Petrobras, Statoil, Indian Oil Corporation, Sonatrach, Reliance Industries, Pertamina, Conoco Phillips or GS Caltex or a company operating in the midstream or downstream areas of the petroleum industry or a competitor of the Landlord;

"Operation and Maintenance Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Operation and Maintenance Agreement;

"Outgoings"

all or any of:

- (a) all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises except for:
 - (i) tax (other than VAT) on the Rents payable; and
 - (ii) any tax arising from the Landlord's dealing with its own interests;
- (b) a fair and reasonable proportion of the Outgoings referred to in **paragraphs (a)** charged in respect of the Premises and any other parts of the Estate;

"Permitted Use"

the use of the Premises as a road tanker loading facility together with all ancillary or related uses or, following such time as the refinery which forms part of the Estate ceases to be operated on a permanent basis, such other use as the Tenant shall require subject to obtaining the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed);

"Permitted Works"

any works or installations to which the Landlord has consented or for which, under **clause 4.9**, the Landlord's consent is not required;

"Planning Acts"

every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings;

"Planning Permission"

any permission, consent or approval given under the Planning Acts;

"Plans"

any of the plans contained in this Lease;

"Premises"

the premises known as land at Stanlow forming part of the Estate and shown coloured pink on the Plans:

- (a) including Conducting Media which exclusively serve the Gantries which are located on the Premises; but
- (b) excluding the Conducting Media on the Premises which do not exclusively serve the Gantries within the Premises;

"Prohibited Entity"

at the relevant time:

- (a) an entity or person who is a Denied Person;
- (b) an entity that has an Interested Person who is a Denied Person;
- (c) until such time as the refinery which forms part of the Estate ceases to be operated on a permanent basis, an Oil Major/Competitor;

"Reasonable and Prudent Operator"

a person seeking in good faith to perform its contractual obligations under this Agreement, and in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator, complying with all Applicable Laws engaged in the same type of undertaking under the same or similar circumstances and conditions;

"Reference Banks"

Barclays Bank PLC, Lloyds Bank Plc and The Royal Bank of Scotland plc, or such other banks as may be selected by the Parties from time to time;

"Rent Commencement Date"

the Term Start Date;

"Rent Days"

25th March, 24th June, 29th September and 25th December;

"Rent Review Date"

the 1st of April 2020 and in each year of the Term thereafter and references to "the Rent Review Date" mean the relevant Rent Review Date;

"Rents"

the Main Rent any VAT payable on the Main Rent and any interest payable under **clause 4.4**;

"Sanctions"

the economic sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the Office of Foreign Assets Control, the United States Department of State, any other U.S. government entity, the United Nations Security Council, any United National Security Council Sanctions Committee, the European Union or Her Majesty's Treasury of the United Kingdom

"Sanctions List"

- (a) The sanctions list maintained by the United Kingdom Foreign and Commonwealth Office (as amended from time to time);
- (b) the Consolidated List of persons, groups and entities subject to EU financial sanctions as maintained by the European External Action Service as at the date of this Lease (as amended from time to time);
- (c) the Consolidated Screening List as maintained by the United States Government (as amended from time to time); or
- (d) the list maintained by the System for Award Management of the United States Government (as amended from time to time)

"Supply Costs"

the costs of Utilities including procurement costs, meter rents and standing charges;

"Tenant's Supply Cost"

the costs pursuant to **clause 4.2.5**;

"Term"

the period of this Lease;

"Term End Date"

23:58hrs 31 August 2069;

"Term Start Date"

23:59hrs 31 August 2019;

"Utilities"

water, gas, air, steam, nitrogen, foul and surface water drainage, electricity and similar supplies or utilities

"VAT"

value added tax or any similar tax from time to time replacing it or performing a similar function;

"VAT Supply"

a "supply" for the purpose of the Value Added Tax Act 1994;

2. INTERPRETATION

In this Lease:

- 2.1 "notify", "notifies" or "notifying" means notify, notifies or notifying in writing in accordance with **clause 6.3**;
- 2.2 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 2.3 all headings are for ease of reference only and will not affect the construction or interpretation of this Lease;
- 2.4 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.5 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 2.6 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 2.7 excepting any liability that the Landlord may incur under either the Asset Services Agreement or the Operation and Maintenance Agreement the Tenant will be liable for any breaches of its obligations in this Lease committed by:
 - 2.7.1 any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
 - 2.7.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
- 2.8 reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion;
- 2.9 where the Landlord has the right to impose regulations or to approve, decide, designate, nominate, request, require, specify, stipulate or express an opinion on any matter or thing under this Lease, that right will be subject to a condition that the Landlord will act reasonably and properly when exercising that right except where this Lease specifies that the Landlord has absolute discretion;
- 2.10 references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to the purpose for which they are provided and the nature of the

information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program;

- 2.11 references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them;
- 2.12 apart from in **clause 4.5.1**, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
- 2.13 references to any sums being payable on demand or when demanded mean being payable when demanded in writing;
- 2.14 the Landlord's rights under **clause 4.8.2** and Part 2 of **Schedule 1** may also be exercised by those authorised by the Landlord;
- 2.15 reference to "the Estate", "the Common Parts" or "the Premises" means the whole or an individual part or parts unless inappropriate in the context used;
- 2.16 reference to "adjoining premises" means any land or buildings adjoining or nearby the Estate, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises);
- 2.17 references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
- 2.18 "includes", "including" and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 2.19 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected; and
- 2.20 if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person's absolute discretion.

3. **DEMISE, TERM AND RENT**

- 3.1 The Landlord leases the Premises to the Tenant with full title guarantee:
 - 3.1.1 for a term starting on the Term Start Date and ending on the Term End Date;
 - 3.1.2 together with the rights listed in **Part 1 of Schedule 1** provided that the Landlord will not be responsible for any interruption to the rights granted due to any circumstances outside the Landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing, but must take reasonable steps to restore the rights as soon as reasonably practicable;
 - 3.1.3 excepting and reserving to the Landlord the rights listed in Part 2 of **Schedule 1**;
 - 3.1.4 subject to the matters contained or referred to in title number CH483757 as shown on the attached official copy entries ; and
 - 3.1.5 subject to any easements, rights and privileges currently existing and affecting the Premises.
- 3.2 The Tenant must pay as rent:
 - 3.2.1 for the period starting on the Rent Commencement Date and ending on the day before the first Rent Review Date eighteen thousand three hundred and ten American dollars fifty cents(US\$18,310.50) yearly; and
 - 3.2.2 during the remainder of the Term, the rent set out in **clause 3.2.1** as increased under **Schedule 2**.

- 3.3 Main Rent is not payable for any period before the Rent Commencement Date.
- 3.4 The Tenant must pay as rent VAT under **clause 4.3**.
- 3.5 The Main Rent is payable by equal quarterly payments in advance on the Rent Days in every year. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that quarter.
- 3.6 The Rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant.
- 3.7 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.

4. **TENANT'S OBLIGATIONS**

4.1 **Main Rent**

The Tenant must pay the Main Rent when due.

4.2 **Outgoings**

- 4.2.1 The Tenant must pay all Outgoings when demanded.
- 4.2.2 If any rates, taxes or other impositions are payable in respect of the Premises together with other property (including with the remainder of the Estate), the Tenant shall pay a fair proportion of the amount payable.
- 4.2.3 The Tenant will not agree any amendment to the business rates payable in relation to the Premises without the consent of the Landlord following and as a result of completion of this Lease and the Tenant agrees that the Landlord shall take the lead in any discussions with the local authority in any discussions regarding rerating the Estate and the Premises when this Lease has been completed and the Landlord agrees that it will consult with the Tenant prior to and during any such discussions and will take account of any representations made by the Tenant the intention of both parties being to minimise the business rates payable in relation to the Estate and the Premises.
- 4.2.4 The Tenant will not enter into any discussions or negotiations on the rating value of the Premises and/or the Estate without keeping the Landlord informed of all such discussions and copied to all correspondence and allowing the Landlord to make such representations to the parties engaged in such discussions or negotiations as the Landlord shall think fit (acting reasonably).
- 4.2.5 The Tenant will pay to the Landlord a fixed cost of US\$65,000 (sixty five thousand American dollars) payable by equal quarterly payments in advance on the Rent Days in every year for the cost of Utilities to the Premises. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that quarter and provided that this figure shall increase annually on the 1st of April each year in line with the formula set out in **Schedule 7**. The Tenant's obligation to make payment under clause 4.2.5 of this Lease will terminate when the Asset Services Agreement is no longer in place.

4.3 **VAT**

- 4.3.1 The Tenant must pay:
- (a) VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and
 - (b) on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue & Customs.

- 4.3.2 The Tenant must not do anything that would result in the disapplication of the option to tax in respect of the Landlord's interest in the Estate.

4.4 Interest on overdue payments

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within 10 Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

4.5 Reimburse fees incurred by the Landlord

The Tenant must pay on demand the Landlord's costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

- 4.5.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act, whether or not forfeiture is avoided by an order of the court;
- 4.5.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent;
- 4.5.3 the preparation and service of any notice by the Landlord under section 17 of the 1995 Act or section 81 Tribunals, Courts and Enforcement Act 2007; and
- 4.5.4 the preparation and service of a schedule of dilapidations served no later than the End Date.

4.6 Third party indemnity

4.6.1 Excepting any liability that may arise as a result of the breach by the Landlord of either the Asset Services Agreement or the Operation and Maintenance Agreement the Tenant must indemnify the Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or demand in respect of any personal injury or death, damage to any property and any infringement of any right arising from:

- (a) the state and condition of the Premises or the Tenant's use of them;
- (b) the exercise of the Tenant's rights; or
- (c) the carrying out of any Permitted Works.

4.6.2 In respect of any claim covered by the indemnity in **clause 4.6.1**, the Landlord must:

- (a) give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;
- (b) provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
- (c) mitigate its loss (at the Tenant's cost) where it is reasonable for the Landlord to do so.

4.7 Repair and Maintenance

The Tenant must:

- 4.7.1 keep the Premises in no worse state of repair and condition than at the date of this Lease and clean and tidy as evidenced by the photographic schedule of condition annexed to this Lease and initialled by the parties;

- 4.7.2 keep all Conducting Media, plant, equipment or fixtures forming part of the Premises (or that exclusively serve them) maintained in accordance with:
- (a) Good Industry Practice;
 - (b) Applicable Laws; and
 - (c) all regulatory requirements in relation to the Permitted Use (including the report for control of health, safety and environment at a COMAH site required to be prepared by the COMAH site operator and submitted to the competent authority in accordance with regulation 8 of the Control of Major Accident Hazards Regulations 2015 (SI2015/483));

4.8 Access

- 4.8.1 The Tenant must allow the Landlord to enter and inspect the Premises on reasonable prior notice.
- 4.8.2 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within a reasonable period after being notified of them and diligently complete any works required.
- 4.8.3 If the Tenant does not comply with **clause 4.8.2**, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under **clause 6.1** will be unaffected.

4.9 Alterations

- 4.9.1 The Tenant must not build any new structure on, or alter the external appearance of, the Premises or cut into any structural part of the Premises if it has any adverse effect on the Landlord or the Estate and further the Tenant shall not do anything to damage or affect any Conducting Media which serve the Estate.
- 4.9.2 Landlord's consent is not required for the installation or removal of tenant's fixtures or for internal non-structural works to the Premises, but the Tenant must notify the Landlord within a reasonable period after completing those works.
- 4.9.3 The Tenant must comply with its obligations in **Schedule 3** when carrying out or installing any Permitted Works, whether or not the Landlord's consent is required for them.
- 4.9.4 Where the Landlord's consent is expressly required under this **clause 4.9**, the Landlord may impose requirements on the Tenant in addition to those contained in **Schedule 3** when giving its consent.
- 4.9.5 The Tenant shall not require Landlord's consent nor be obliged to comply with the obligations of **Schedule 3** when undertaking projects as required by the Landlord from time to time pursuant to the Asset Services Agreement.

4.10 Obligations at the End Date

- 4.10.1 By the End Date the Tenant must have removed at its own cost:
- (a) all tenant's and trade fixtures and loose contents from the Premises (except the Gantries unless the Tenant elects to remove the same);
 - (b) all signage installed by the Tenant or any undertenant at the Premises or elsewhere on the Estate; and
 - (c) without affecting any other Landlord's rights, any works that have been carried out by the Tenant in breach of any obligation in this Lease.

- 4.10.2 The Tenant may but shall not be obliged to remove all or any of the Gantries by the End Date.
- 4.10.3 The Tenant must make good all damage to the Premises or the Estate caused when complying with **clause 4.11.1 and 4.11.2** and restore them to the same state and condition as they were in before the items removed were originally installed.
- 4.10.4 At the End Date the Tenant must:
- (a) give back the Premises in good order consistent with the Tenant's obligations in this Lease;
 - (b) give back the Premises with vacant possession (provided that the Tenant may leave the Gantries in situ if it elects to do so); and
 - (c) hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file and asbestos survey.
- 4.10.5 If the Tenant has not removed all of its property from the Premises by the End Date and the Landlord gives the Tenant not less than sixty Business Days' notice of its intention to do so:
- (a) the Landlord may elect to treat the property as its own;
 - (b) the Landlord may sell that property as the agent of the Tenant;
 - (c) the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been sold in the genuine but mistaken belief that it belonged to the Tenant; and
 - (d) the Landlord must pay to the Tenant the sale proceeds (unless the Landlord elects in accordance with 4.10.5(a)) after deducting the costs of transportation, storage and sale incurred by the Landlord.

4.11 User

- 4.11.1 The Tenant must not use the Premises other than for the Permitted Use.
- 4.11.2 The Tenant must not:
- (a) load or unload any vehicle unless it is in a loading area provided for that purpose;
 - (b) cause any nuisance or damage to the Landlord or the other tenants or occupiers of the Estate or to the owners, tenants or occupiers of any adjoining premises;
 - (c) overload any part of the Premises or any plant, machinery, equipment or Conducting Media;
 - (d) do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant;
 - (e) operate any apparatus so as to be hazardous to the business carried out on the Estate, interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services elsewhere on the Estate or on any adjoining premises;
 - (f) cause any land, roads or pavements near to the Premises to be untidy or dirty, or deposit anything on them;
 - (g) in relation to any parts of the Premises that are not built on store, keep or stack any materials, plant, equipment, bins, crates, boxes, refuse, waste or rubbish or any

receptacle for waste, refuse or rubbish or any other item otherwise than in accordance with any requirements of the Landlord's insurers and any regulations made by the Landlord;

- (h) burn rubbish or waste materials, paper, wood or other combustible matter on the Premises; or
- (i) emit any smoke, fumes or smells from the Premises.

4.11.3 When exercising any right granted to it for entry to any other part of the Estate the Tenant must:

- (a) cause as little damage and interference as is reasonably practicable to the remainder of the Estate and the business of its tenants and occupiers and make good any physical damage caused; and
- (b) comply with the Landlord's requirements and those of any other tenants and occupiers of the Estate who are affected.

4.11.4 The Tenant must not use any parking spaces in respect of which the Tenant is granted rights under **paragraph 7 of Part 1 of Schedule 1** except for the parking of vehicles belonging to persons working at the Premises or any authorised visitors to the Premises. The Tenant must not use them for the repair, refuelling or maintenance of any vehicles.

4.12 Dealings with the Premises

4.12.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Premises in whole or in part or enter into any agreement to do so, except as authorised under this **clause 4.12** or **Schedule 4**.

4.12.2 The Tenant may, with the Landlord's consent, assign the whole of the Premises.

4.12.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:

- (a) any consent to assign will be subject to a condition that:
 - (i) the assigning tenant (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) gives the Landlord an AGA; and
 - (ii) any guarantor of the assigning tenant gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA
 - (iii) the assignee enters into a deed covenanting with the Landlord to comply with the terms of the environmental deed entered into between the Landlord and the Tenant on or about the date of this Lease

in each case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

- (b) any consent to assign may (to the extent reasonably required by the Landlord) be subject to either or both of the following conditions:

- (i) that a guarantor (approved by the Landlord) that is not a Current Guarantor guarantees the assignee's performance of the Tenant's obligations in this Lease; and
- (ii) the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not less than six months' Main Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants in this Lease with a charge over the deposit;

in either case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

- (c) if required by the Landlord in its absolute discretion, any consent to assign may be subject to a condition that any Environmental Permits held by the assigning tenant that are required for the use and enjoyment of the Premises by the assignee are (where capable of transfer) transferred to the assignee;
- (d) the Landlord may refuse consent to assign if:
 - (i) the Tenant has not paid in full all Rents and other sums due to the Landlord under this Lease that are not the subject of a legitimate dispute about their payment;
 - (ii) if the proposed assignee is not a person who in the Landlord's reasonable opinion is likely to be able to comply with the tenant covenants in this lease;
 - (iii) the accounts of the proposed assignee or its guarantor have not been audited or, if they have been audited, relate to a period or periods the most recent of which expired more than eleven months before the date of the application for consent to assignment;
 - (iv) the proposed assignee or its guarantor is a company incorporated in or an individual resident in a country outside the United Kingdom and there is no treaty for the mutual enforcement of judgments between the United Kingdom and that country unless, in relation to a company, it carries on and maintains a business in the United Kingdom and, in the opinion of the Landlord, it has sufficient assets in the United Kingdom to enable it to meet its liabilities under this Lease;
 - (v) the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government;
 - (vi) the proposed assignee is a Group Company of the Tenant;
 - (vii) the proposed assignee is a Current Guarantor;
 - (viii) the proposed assignee is a Prohibited Entity; or
 - (ix) the assignee will not at the same time as the assignment of the Lease also take an assignment of the Asset Services Agreement and the Operation and Maintenance Agreement (while those agreements remain in force);
- (e) the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so; and
- (f) the Landlord may require any other condition to the Landlord's consent if it is reasonable to do so.

4.12.4 The provisions of **Schedule 4** apply to underlettings of the Premises and the Tenant must comply with its obligations in that Schedule.

4.12.5 The Tenant may charge the whole of the Premises to a genuine lending institution without the Landlord's consent but the Tenant must promptly notify the Landlord under **clause 4.13** of any charge created.

4.12.6 In addition to the provisions of this **clause 4.12**, the Tenant may share occupation of the Premises with a Group Company of the Tenant on condition that:

- (a) the Tenant notifies the Landlord promptly of the identity of the occupier and the part of the Premises to be occupied;
- (b) no relationship of landlord and tenant is created or is allowed to arise;
- (c) the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant; and

- (d) the Tenant notifies the Landlord when the occupation ends.

4.13 Registration of dealings

- 4.13.1 The Tenant must provide the Landlord with a certified copy of every document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest.
- 4.13.2 The Tenant must, on reasonable request, supply details to the Landlord of the names and addresses of anyone in occupation of the Premises, whether they are in occupation for the purpose of carrying on a business, the areas they occupy, the rents paid and the terms upon which they are in occupation.

4.14 Notifying the Landlord of notices or claims

The Tenant must notify the Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.

4.15 Comply with Acts

- 4.15.1 The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.
- 4.15.2 The Tenant must not do or fail to do anything in respect of the Premises or the Estate the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act.
- 4.15.3 The Tenant must promptly notify the Landlord of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

4.16 Planning Acts

- 4.16.1 The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.
- 4.16.2 The Tenant must seek the Landlord's prior written approval prior to applying for any Planning Permission in the event that the proposals contained within the Planning Permission may adversely impact the Landlord or any occupier of the Estate.
- 4.16.3 The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) carrying out any Permitted Works or changing the use of the Premises. The Tenant will not be responsible under this Lease for any corresponding sums that become due as a result of any permitted development to or change of use of the Estate carried out by the Landlord or any other occupier of the Estate.

4.17 Rights and easements

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:

- 4.17.1 the Tenant must notify the Landlord; and
- 4.17.2 the Tenant must, at its own cost, help the Landlord in any way that the Landlord reasonably requests to prevent that acquisition.

4.18 Management of the Estate

- 4.18.1 The Tenant must not park vehicles in the Common Parts except in any areas that it is permitted to use for that purpose by **paragraph** Error! Reference source not found. **of Part 1 of Schedule 1.**

- 4.18.2 The Tenant must not obstruct the Common Parts in any way or leave any goods on them.
- 4.18.3 The Tenant must not deposit rubbish anywhere on the Estate except in skips or bins provided for that purpose which the Tenant itself provides on the Premises and, if the Tenant brings skips or bins onto the Premises, it must arrange for them to be removed or emptied regularly.
- 4.18.4 The Tenant must not use the Common Parts other than for the purposes designated under **clause 5.5**.
- 4.18.5 The Tenant must comply with all reasonable regulations notified to it or contained within any relevant tenant guide or handbook for the Estate published by the Landlord from time to time. No regulations may impose obligations on the Tenant that are inconsistent with the Tenant's rights and obligations under this Lease.

4.19 **Superior interest**

The Tenant must not knowingly breach any obligations affecting the freehold interest in the Estate at the date of this Lease.

4.20 **Registration at the Land Registry**

4.20.1 The Tenant must:

- (a) within two months of the date of this Lease, apply to register and then take all reasonable steps to complete the registration of this Lease and the Tenant's rights at the Land Registry; and
- (b) provide the Landlord with an official copy of the registered title promptly after receipt.

4.20.2 The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take all reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title(s) to the Estate any reference to this Lease and the Tenant's rights.

4.21 **Applications for consent or approval**

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide the Landlord with a complete and accurate copy of the heads of terms for any proposed dealing (if applicable) and all plans, drawings, specifications, documents and any other information required by the Landlord.

5. **LANDLORD'S OBLIGATIONS**

5.1 **Quiet enjoyment**

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

5.2 **Repayment of rent**

5.2.1 The Landlord must refund any Main Rent and Insurance Rent paid in advance by the Tenant in relation to the period falling after the End Date within 10 Business Days after the End Date.

5.2.2 **Clause 5.2.1** will not apply if the Landlord ends this Lease under **clause 6.1** or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

5.3 **Entry Safeguards**

The Landlord must, when entering the Premises to exercise any Landlord's rights:

- 5.3.1 give the Tenant at least three Business Days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
- 5.3.2 comply with the Tenants reasonable requirements relating to health and safety which are notified to it in writing;
- 5.3.3 where required by the Tenant, be accompanied by the Tenant's representative but the Tenant must make that representative available; and
- 5.3.4 repair any physical damage that the Landlord causes as soon as reasonably practicable.

5.4 **Change in the extent of the Estate**

The Landlord may change the extent of the Estate but any changes must not materially prejudice the Tenant's use and occupation of the Premises or the rights, facilities and amenities granted to the Tenant under this Lease.

5.5 **Designation of Common Parts and use of rights and repair**

- 5.5.1 The Common Parts designated by the Landlord for the Tenant's use under **Part 1 of Schedule 1** must include those Common Parts that are from time to time necessary for the use and enjoyment of the Premises for their intended use.
- 5.5.2 If the Landlord does not designate specific Common Parts for the Tenant's use, the Tenant will be entitled to use all Common Parts that are from time to time necessary for the reasonable and proper enjoyment of the Premises for their intended use but the Tenant will not have the right to use any Common Parts used solely by the Landlord for the provision of the Services.
- 5.5.3 The Landlord covenants with the Tenant to keep the Common Parts in no worse state of repair and condition than at the date of this Lease and clean and tidy (but consistent with the use of the Premises and the Estate).

5.6 **Supply of Utilities**

The Landlord:

- 5.6.1 will provide the Utilities, acting as a Reasonable and Prudent Operator, to the Premises and maintain the Conduits which supply such Utilities provided that such obligation will terminate when the Asset Services Agreement is no longer in force;
- 5.6.2 will not be responsible for any interruption in the supply of the Utilities or maintenance of the Conduits due to any circumstances outside the Landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing, but must take reasonable steps to minimise any such interruption and to restore the supply as soon as reasonably practicable

6. **AGREEMENTS**

6.1 **Landlord's right to end this Lease**

- 6.1.1 If any event listed in **clause 6.1.2** occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.
- 6.1.2 The events referred to in **clause 6.1.1** are as follows:
 - (a) any of the Rents are unpaid for 21 days after becoming due whether or not formally demanded; or
 - (b) the Tenant breaches this Lease;
- 6.1.3 If the Landlord has received notice of any charge, debenture, mortgage or any other security granted over the Premises by the Tenant, the Landlord must not exercise its rights under **clause 6.1.1** unless and until it has:

- (a) given notice to the holder of that security of any breach by the Tenant of the relevant obligation or term of this Lease; and
- (b) given the holder of that security a reasonable period of time in which to remedy the breach.

6.1.4 Neither the existence nor the exercise of the Landlord's right under **clause 6.1.1** will affect any other right or remedy available to the Landlord.

6.1.5 In this **clause 6.1** references to "the Tenant", where the Tenant is more than one person, include any one of them.

6.2 No acquisition of easements or rights

6.2.1 Unless they are expressly included in **Part 1 of Schedule 1**, the grant of this Lease:

- (a) does not include any liberties, privileges, easements, rights or advantages over the Estate or any adjoining premises; and
- (b) excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.

6.2.2 The Tenant has no rights that would restrict building or carrying out of works to the Estate or any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.

6.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must permit the exercise of these reserved rights without interference or objection.

6.2.4 The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises or the Estate.

6.2.5 The Tenant has no rights to enforce, or to prevent the release or modification of, the benefit of any covenants, rights or conditions to which any other property within the Estate or any adjoining premises is or are subject.

6.3 Service of Notices

6.3.1 Any Notice must be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to or left at the registered office or, if they do not have a registered office, to the last known address in the United Kingdom of the recipient or to any other address in the United Kingdom that the recipient has specified as its address for service by giving not less than ten Business Days' notice under this **clause 6.3**. Any notice to be served on the Tenant may be sent by pre-paid first class or special delivery to or otherwise delivered to or left at the Premises.

6.3.2 Any Notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at the time the Notice is delivered to or left at the recipient's address if delivered to or left at that address. If a Notice is treated as served on a day that is not a Business Day or after 5.00pm on a Business Day it will be treated as served at 9.00am on the immediately following Business Day.

6.3.3 Service of a Notice by fax or e-mail is not a valid form of service under this Lease.

6.4 Contracts (Rights of Third Parties) Act 1999

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

6.5 Contracting-out

6.5.1 The Landlord and the Tenant confirm that before the date of this Lease:

- (a) a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on 23 December 2019 and
- (b) a statutory declaration dated 23.12.2019 complying with paragraph 8 of Schedule 2 to that Order was made by Sinead McGrath, who the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf.

6.5.2 The Landlord and the Tenant agree and declare that the provisions of sections 24–28 (inclusive) of the 1954 Act do not apply to the tenancy created by this Lease.

7. CHANGE OF CONTROL

In the event that a Prohibited Entity acquires Control of the Tenant or any undertenant, irrespective of whether any person previously had Control of the Tenant or any undertenant, or in the event that any person who has Control of the Tenant or any undertenant should become a Prohibited Entity, then the Landlord shall be entitled to terminate this Lease on notice to the Tenant.

8. JURISDICTION

- 8.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 8.2 Subject to **clause 8.3** and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 8.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

9. LEGAL EFFECT

This Lease takes effect and binds the parties from and including the date at clause LR1.

10. BREAK CLAUSE

- 10.1 The Tenant may end the Term at any time after either (a) the date which is 20 years after the Term Start Date or (b) the expiry of the term of the Asset Services Agreement (without renewal) or the termination of the Asset Services Agreement due to insolvency or default of the Landlord by giving the Landlord not less than 6 months' notice following which the Term will end on that date ("Break Date") if on the Break Date all money owed by the Tenant to Landlord due up to and including the Break Date (but for the avoidance of doubt not for any period beyond the Break Date) has been paid in full save where there is a legitimate dispute about payment.
- 10.2 The Landlord may waive any of the pre-conditions in **clause 10.1** at any time before the break date by notifying the Tenant.
- 10.3 If this Lease ends under this **clause 10** this will not affect the rights of any party for any prior breach of an obligation in this Lease.

1 SCHEDULE 1

Rights

Part 1 Tenant's Rights

The following rights are granted to the Tenant at all times during the term of the Lease in common with the Landlord, any person authorised by the Landlord and all other tenants and occupiers of the Estate but subject to the Landlord's rights:

1. Running of services

- 1.1 To use (and with the consent of the Landlord) and to connect to the existing Conducting Media at the Estate for the passage of Utilities from and to the Premises providing that in doing so the Conducting Media is not overloaded.

2. Access and servicing

- 2.1 Access to and from the Premises with or without vehicles over the Common Parts from time to time designated by the Landlord for the Tenant's use and connecting to a highway or highways maintainable at public expense.

- 2.2 At all times (and subject to **clause 4.18**) to use each of the following within the Common Parts from time to time designated by the Landlord for the Tenant's use:

2.2.1 any service area for loading and unloading and otherwise servicing the Premises; and

2.2.2 the service roads with or without vehicles to come and go to and from the Premises and any service area specified in **paragraph 2.2.1**.

3. Entry onto the Common Parts

- 3.1 If any work to the Property cannot otherwise be reasonably carried out, to enter the Common Parts to comply with the Tenant's obligations in this Lease. When exercising this right, the Tenant must:

3.1.1 give the Landlord at least three Business Days' prior notice (except in the case of emergency, when the Tenant must give as much notice as may be reasonably practicable);

3.1.2 observe the Landlord's requirements (but where that includes being accompanied by the Landlord's representative the Landlord must make that representative available);

3.1.3 cause as little interference to the operation and use of the Estate as reasonably practicable;

3.1.4 cause as little physical damage as is reasonably practicable;

3.1.5 repair any physical damage that the Tenant causes as soon as reasonably practicable;

3.1.6 where entering to carry out works, obtain the Landlord's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;

3.1.7 remain upon the Common Parts for no longer than is reasonably necessary; and

3.1.8 where practicable, exercise this right outside the normal business hours of the Estate.

4. Directory board

To exhibit the Tenant's name in such form, shape and size as the Landlord approves on any appropriate Estate directory board at the entrance to the Estate.

5. **Support and shelter**

Support and shelter for the Premises from the Estate.

6. **Asset List**

The right at all reasonable times (or at any time in the case of emergency) and using plant and equipment where necessary to access such parts of the Estate as may be required for the purposes of using, accessing, repairing, maintaining and replacing any or all of the items listed on the Asset List provided that the Tenant shall cause as little inconvenience to the Landlord and the tenants and occupiers of the Estate as is reasonably practicable and shall make good any damage caused in the exercise of such right.

Part 2 Landlord's Rights

The following rights are excepted and reserved to the Landlord:

1. **Support, shelter, light and air**

- 1.1 Support and shelter for the remainder of the Estate from the Premises.
- 1.2 All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.

2. **Running of services**

- 2.1 The passage and running of Utilities from and to the remainder of the Estate through existing Conducting Media (if any) within the Premises.
- 2.2 The right to install new Conducting Media within the Premises and connect to them for the passage and running of Utilities to and from the remainder of the Estate and any adjoining premises in such location as the Tenant shall approve (such approval not to be unreasonably withheld or delayed).

3. **Entry on to the Premises**

- 3.1 To enter the Premises on reasonable prior notice (or at any time in the case of an emergency) to:
 - 3.1.1 ascertain whether the Tenant has complied with its obligations under this Lease;
 - 3.1.2 inspect and measure the Premises for any purpose connected with the review of the Main Rent or the renewal of this Lease;
 - 3.1.3 inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
 - 3.1.4 inspect, clean, maintain, replace or repair any existing Conducting Media within the Premises but serving the Estate;
 - 3.1.5 carry out any repairs, remove and make good any unauthorised alterations or carry out any works that the Tenant should have carried out under this Lease;
 - 3.1.6 take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
 - 3.1.7 show the Premises to prospective buyers of the Estate or, during the last six months of the Term, to prospective tenants of the Premises;
 - 3.1.8 carry out or permit the repair, maintenance, decoration, replacement, renewal and cleaning of any adjoining premises or any building or engineering works upon them; and
 - 3.1.9 review or measure the Environmental Performance of the Premises including to install, inspect, clean, maintain, replace and to take readings from metering equipment within or relating to the Premises.

and in exercising its right under this clause 3 the Landlord must cause as little damage and interference as is reasonably practicable to the Premises and the business of the Tenant and its tenants and occupiers and must make good any physical damage caused.

- 3.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:
 - 3.2.1 build on or into any boundary or party walls on or adjacent to the Premises;
 - 3.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon the Estate; or
 - 3.2.3 for any other reasonable management purpose.
- 3.3 To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purpose in connection with this Lease.

4. Common Parts and Conducting Media

- 4.1 In an emergency, or when works are being carried out to them, to close off or restrict access to the Common Parts, so long as (except in an emergency) alternative facilities are provided that are not materially less convenient.
- 4.2 To change, end the use of or reduce the extent of any Common Parts or Conducting Media so long as:
 - 4.2.1 alternative facilities are provided that are not materially less convenient; or
 - 4.2.2 if no alternative is provided, the use and enjoyment of the Premises is not materially adversely affected.
- 4.3 From time to time to designate areas within the Common Parts for particular purposes including as service areas, Car Parks, service roads and footpaths and from time to time to reduce the size of any designated areas, so long as the remaining areas are reasonably adequate for their intended purposes.

5. Adjoining premises

To carry out works of construction, demolition, alteration or redevelopment on the Estate and any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

6. Plant, equipment and scaffolding

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any structures on the Premises in exercising the Landlord's rights under this Lease.

7. Adjoining Refinery

Any rights which are required for the ongoing operation of the refinery or other operations on the Estate and any operations associated with them which shall include but without prejudice to the generality of the foregoing:

- 7.1 rights of access to comply with any regulatory requirements which the Landlord or the Estate is subject to;
- 7.2 rights of access to use the distribution control system which is located on the Premises.

2 SCHEDULE 2

Rent review

1. Defined terms

This **Schedule** uses the following definitions:

"Base Figure"

- (e) on the first Rent Review Date, 289.2 (being the Index figure for the month three months preceding the date of the Lease);
- (f) on each succeeding Rent Review Date, the Current Figure for the preceding Rent Review Date;

"Current Figure"

the Index figure for the month three months preceding the Rent Review Date; and

"Index"

the "all items" figure of the Index of Consumer Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

2. Rent Review

2.1 On each Rent Review Date, the Main Rent is to be reviewed to the higher of:

- 2.1.1 the Main Rent reserved by this Lease immediately before that Rent Review Date; and
- 2.1.2 the revised Main Rent (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Main Rent;

A is the Main Rent reserved immediately before the relevant review date;

C is the Current Figure; and

B is the Base Figure.

3. Notice of Main Rent

If the Main Rent is increased, the Landlord must notify the Tenant as soon as possible after the Rent Review Date.

4. Effect of delay in notifying the revised rent

4.1 Following any Rent Review Date until the Landlord has notified the Tenant of the revised Main Rent:

- 4.1.1 the Main Rent payable under this Lease immediately before that Rent Review Date will continue to be payable until the revised Main Rent has been notified to the Tenant;
- 4.1.2 following the notification of the revised Main Rent, the Landlord must demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the revised Main Rent been notified before the Rent Review Date; and

4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrears.

5. Changes in the Index

5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Main Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.

5.2 If the parties are unable to agree a basis for the Revised Indexation then either of them may at any time request that the President of the Institute of Chartered Accountants in England and Wales appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996.

6. Time not of the essence

For the purpose of this **Schedule** time is not of the essence.

3 SCHEDULE 3

Works

1. Defined terms

This **Schedule 3** uses the following definitions:

"CDM Regulations"

the Construction (Design and Management) Regulations 2015.

"Consents"

all necessary permissions, licences and approvals for the Permitted Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises or the Estate and as otherwise required from owners, tenants or occupiers of any part of the Estate or any adjoining premises.

2. Tenant's obligations in relation to Permitted Works

2.1 Before starting any Permitted Works the Tenant must:

- 2.1.1 obtain and provide the Landlord with copies of any Consents that are required before they are begun;
- 2.1.2 fulfil any conditions in the Consents required to be fulfilled before they are begun;
- 2.1.3 comply with its obligations in **clause 4.16.3**;
- 2.1.4 notify the Landlord of the date on which the Tenant intends to start the Permitted Works;
- 2.1.5 if required under the terms of its insurance policy, notify its insurer of the Permitted Works commencing;
- 2.1.6 provide the Landlord with any information relating to the Permitted Works as may be reasonably required by the Landlord; and
- 2.1.7 ensure that it or its building contractor has put in place public liability and employers' liability insurance of at least £10 million in respect of each claim and provided the Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid.

2.2 The Tenant must make good immediately any physical damage caused by carrying out the Permitted Works.

2.3 The Tenant must permit the Landlord to enter the Premises to inspect the progress of the Permitted Works.

2.4 If the CDM Regulations apply to the Permitted Works, the Tenant must:

- 2.4.1 comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;
- 2.4.2 if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and
- 2.4.3 on completion of the Permitted Works provide the Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the End Date.

2.5 If any Consents for the Permitted Works require any works to be carried out by a date that falls after the End Date, the Tenant must, if notified by the Landlord at least three months before the End Date, carry out and complete those works before the End Date.

3. No warranty relating to Permitted Works

3.1 The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):

3.1.1 as to the suitability, safety, adequacy or quality of the design or method of construction of any Permitted Works;

3.1.2 that any Permitted Works may lawfully be carried out;

3.1.3 that the structure or fabric of the Premises or the Estate is able to accommodate any Permitted Works; or

3.1.4 that any of the services supplying the Premises or the Estate will either have sufficient capacity for or otherwise not be adversely affected by any Permitted Works.

4 SCHEDULE 4

Underletting

1. Defined terms

This **Schedule 4** uses the following definitions:

"Approved Underlease"

an underlease approved by the Landlord (acting reasonably) and, subject to any variations agreed by the Landlord in its reasonable discretion:

- (a) lawfully excluded from the security of tenure provisions of the 1954 Act if it creates an underletting of a Permitted Part;
- (b) granted without any premium being received by the Tenant;
- (c) reserving a market rent, taking into account the terms of the underletting;
- (d) containing provisions for rent review on the same terms as in **Schedule 2**;
- (e) containing provisions for change of use and alterations corresponding to those in this Lease;
- (f) prohibiting the assignment of part only of the Underlet Premises;
- (g) allowing assignment of the whole of the Underlet Premises with the prior consent of the Landlord on terms corresponding to those in this Lease;
- (h) containing a covenant by the Undertenant not to create any sub-underlease of the whole or any part of the Underlet Premises;
- (i) containing covenants requiring the Sub-Undertenant not to assign the whole of the Sub-Underlet Premises without the prior written consent of the Landlord, the Tenant and the Undertenant and not to assign part of the Sub-Underlet Premises; and
- (j) containing other provisions corresponding with those in this Lease.

"Approved Undertenant"

a person approved by the Landlord (acting reasonably) and who has entered into a direct deed with the Landlord agreeing to:

- (a) comply with the terms of the Approved Underlease; and
- (b) procure that any proposed assignee of the Underlet Premises enters into a direct deed in the same terms as set out in this definition of Approved Undertenant;

"Permitted Part"

any part of the Premises that the Landlord approves (acting reasonably);

"Sub-Underlease"

any sub-underlease created out of an Underlease;

"Sub-Undertenant"

any tenant under a Sub-Underlease;

"Underlease"

the underlease granted following the approval of the Approved Underlease;

"Underlet Premises"

the premises let by an Underlease; and

"Undertenant"

the Approved Undertenant to whom the Tenant grants an Underlease.

2. Right to underlet

- 2.1 The Tenant may, with the Landlord's consent, underlet the whole of the Premises or the whole of a Permitted Part by an Approved Underlease to an Approved Undertenant.
- 2.2 The Tenant shall not underlet to a Prohibited Entity.

3. Obligations in relation to underleases

- 3.1 The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease.
- 3.2 The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.
- 3.3 On any review of the rent payable under any Underlease, the Tenant must:
 - 3.3.1 review the rent of the Underlease in compliance with its terms;
 - 3.3.2 not agree the reviewed rent (or the appointment of any third party to decide it) without the Landlord's approval;
 - 3.3.3 include in the Tenant's representations to any third party any representations that the Landlord may require; and
 - 3.3.4 notify the Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.
- 3.4 The Tenant must not vary the terms or accept any surrender of any Underlease without the Landlord's approval.

SCHEDULE 5

Index review

1. Defined terms

This **Schedule** uses the following definitions:

"Base Figure"

- (c) on the first Index Review Date, 289.2 (being the Index figure for the month three months preceding the date of the Lease);
- (d) on each succeeding Index Review Date, the Current Figure for the preceding Rent Review Date;

"Current Figure"

the Index figure for the month three months preceding the Index Review Date; and

"Index"

the "all items" figure of the Index of Consumer Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

2. Index Review

2.1 On each Index Review Date, the Tenant's Supply Cost is to be reviewed to the higher of:

- 2.1.1 the Tenant's Supply Cost reserved by this Lease immediately before that Index Review Date; and
- 2.1.2 the revised Tenant's Supply Cost (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Tenant's Supply Cost;

A is the Tenant's Supply Cost reserved immediately before the relevant review date;

C is the Current Figure; and

B is the Base Figure.

3. Notice of Tenant's Supply Cost

If the Tenant's Supply Cost is increased, the Landlord must notify the Tenant as soon as possible after the Index Review Date.

4. Effect of delay in notifying the revised rent

4.1 Following any Index Review Date until the Landlord has notified the Tenant of the revised Tenant's Supply Cost:

- 4.1.1 the Tenant's Supply Cost payable under this Lease immediately before that Index Review Date will continue to be payable until the revised Tenant's Supply Cost has been notified to the Tenant;

4.1.2 following the notification of the revised Tenant's Supply Cost, the Landlord must demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the revised Tenant's Supply Cost been notified before the Index Review Date; and

4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrears.

5. **Changes in the Index**

5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Tenant's Supply Cost to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.

5.2 If the parties are unable to agree a basis for the Revised Indexation then either of them may at any time request that the President of the Institute of Chartered Accountants in England and Wales appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996.

6. **Time not of the essence**

For the purpose of this **Schedule** time is not of the essence.

SCHEDULE 6

ASSET LIST

Executed as a deed by the Landlord acting by S. THANGABANDIAN
a director acting in the presence of)



Signature of Director



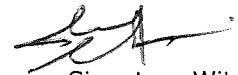
Signature Witness

Name: RAJESH CHAVDA
Address 83 UPTON DRIVE CHESTER CH21 1BY
Occupation: LAWYER

Executed as a deed by the Tenant acting by MICHAEL GAYNON)
a director acting in the presence of)

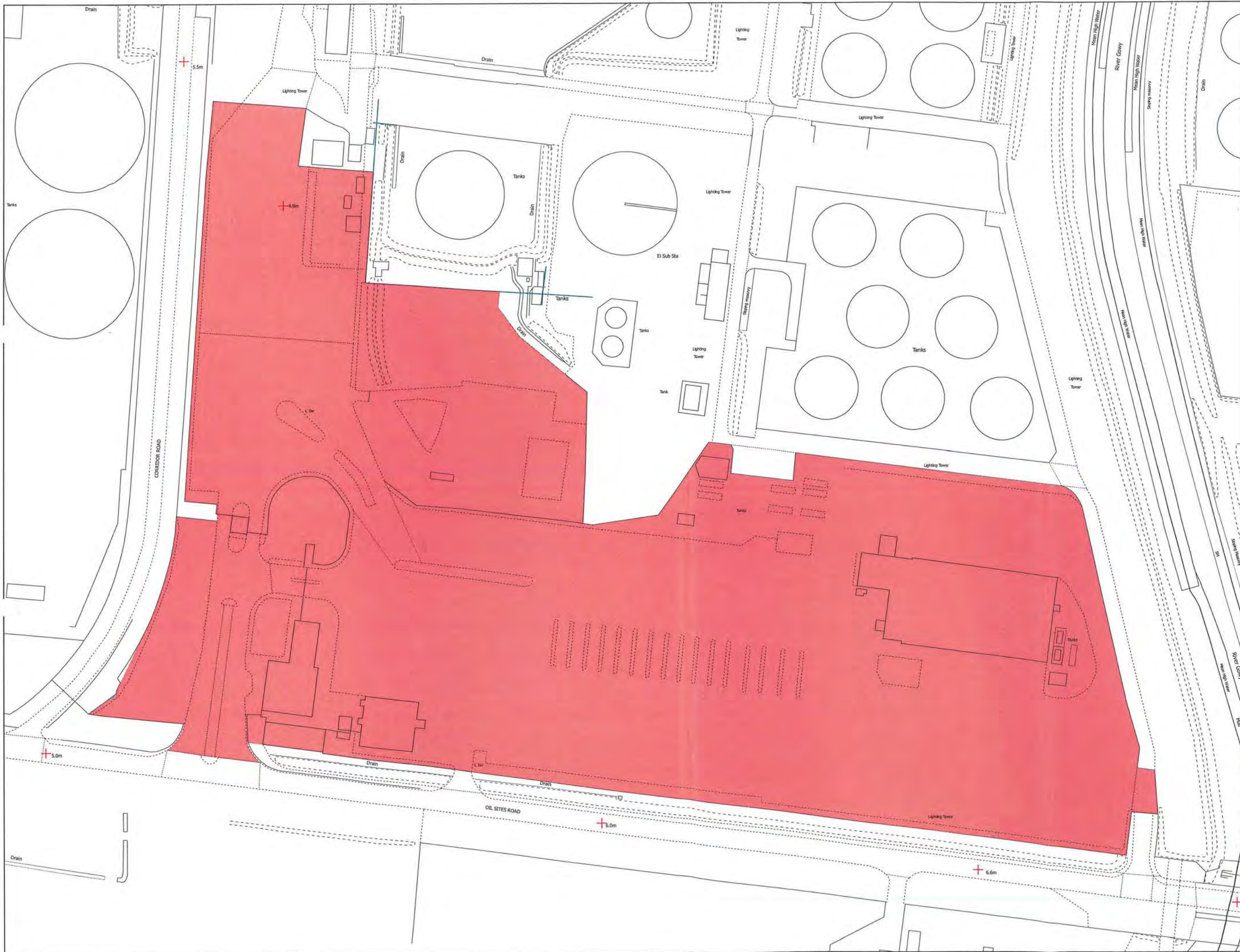


Signature of Director



Signature Witness

Name: TARIQ GHANU
Address 30. CHEEKBY RD, STS 7TH.
Occupation: TREASURY ANALYST



Essar Oil (UK) Ltd
 Stanlow
 Manufacturing
 Facility
 Terminal

Extent of site

Area:
 57001 sq. Metres

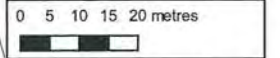
CJD

MS

Scale at A3
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 Drawn by: CJD
 Date prepared:
 02/08/2018



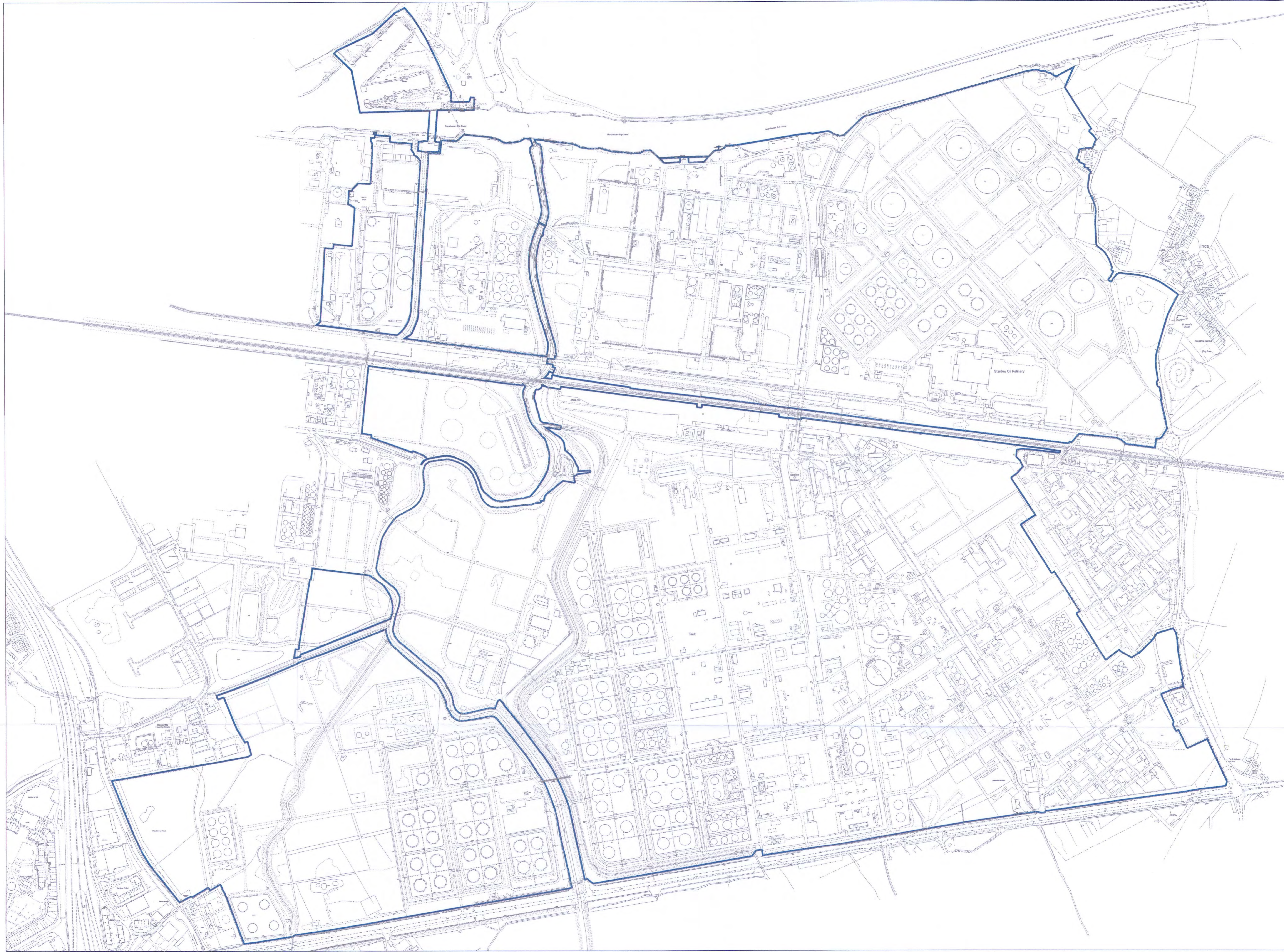
Ref: E4979-0102M-SMF-Terminal
 Revision 0



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 between the same points on the
 ground.
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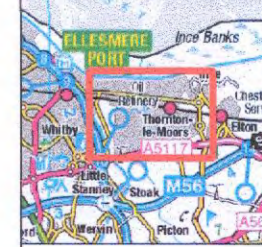


Handwritten signatures:
CJD
msl

Essex Oil (UK) Ltd
Stanlow Extent

Scale at A1
1:5000
Drawn by: CJD
Date prepared:
27/05/2019
Grid Ref. at
centre:
SJ434 755
Bl Ref: E8778-0102M-SE1 - Rev 0

0 25 50 75 metres
Distances scaled from this plan
may not match the distances
between the same points on the
ground.
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Don. Hill Road, Peth, PE2 7HF
01738 62121
bellingham.co.uk
enquiries@bellin

Dated: 31st December 2019

- (1) ESSAR OIL UK LIMITED
- (2) STANLOW OIL TERMINAL LIMITED

LEASE OF LAND AT STANLOW OIL REFINERY

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	31 st December 2019
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	CH483757, CH483759, CH606018
LR2.2 Other title numbers	CH483757, CH483759, CH606018, CH524310, CH605619, CH293434
LR3. Parties to this lease	
Landlord	ESSAR OIL UK LIMITED (incorporated and registered in England and Wales under company registration number 07071400), the registered office of which is at The Administration Building, 5 th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
Tenant	STANLOW OIL TERMINAL LIMITED (incorporated and registered in England and Wales under company registration number 11456916), the registered office of which is at Gate No. 1 Oil Sites Road Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
LR4. Property	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.
	The property described as the "Premises" in clause 1 of this Lease.
LR5. Prescribed statements etc.	None.
LR6. Term for which the Property is leased	The term as specified in clause 3.1 of this Lease.
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 rights 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 specified in this Lease at Part 1 of Schedule 1.
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	As specified in this Lease at Part 2 of Schedule 1
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	None.
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

LEASE

PARTIES

- (1) the Landlord named in clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**"); and
- (2) the Tenant named in clause LR3 and its successors in title (the "**Tenant**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Lease uses the following definitions:

"1925 Act"

Law of Property Act 1925;

"1954 Act"

Landlord and Tenant Act 1954;

"1986 Act"

Insolvency Act 1986;

"1995 Act"

Landlord and Tenant (Covenants) Act 1995;

"1996 Act"

Arbitration Act 1996;

"Act"

any act of Parliament and any delegated law made under it;

"AGA"

an authorised guarantee agreement (as defined in section 16 of the 1995 Act);

"Ancillary Rent Commencement Date"

the date of this Lease;

"Applicable Law"

the laws of, or having application in, England, including any applicable supra-national, national, provincial, municipal or governmental statute, ordinance or other law, secondary legislation, directives, regulations, resolutions, statutory guidance and codes of practice having the force of law, civil, criminal or administrative law, common law, a notice, order, judgment, decision, licence, consent, permit, authorisation or other approval (including any conditions attached thereto) or any rule, code, direction, ruling or other requirement from any governmental, administrative or regulatory agency or body or a court, tribunal or other assembly conducting judicial business.

"Asset Services Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Asset Services Agreement;

"Asset List"

means the list of assets acquired by the Tenant from the Landlord on or around the date of this lease and annexed hereto at **Schedule 7**;

"Business Day"

any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

"Car Park"

any car park or car parks forming part of the Estate at any time during the Term;

"Common Parts"

such areas of the Estate as the Landlord (acting reasonably) shall from time to time determine and which will provide reasonable access for the Tenant to the Estate;

"Company"

includes:

- (a) any UK registered company (as defined in section 1158 of the Companies Act 2006);
- (b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006;
- (c) any unregistered company (to include any association); and
- (d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000;

"Conducting Media"

any media for the transmission of Utilities;

"Control"

- (a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such of the members of the board of directors or other governing body of a person as are able to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person (and for this purpose references to the power to appoint or remove directors shall be interpreted in accordance with section 1159(3) and schedule 6 of the Companies Act 2006); or
- (b) the holding or possession of the beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly) which confer in aggregate on the holders thereof 50% or more of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters (including acting as general partner, manager or responsible entity of any partnership);

"Controlling Entity"

any entity or person with Control (directly or indirectly) of the Counterparty

"Current Guarantor"

someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA;

"Denied Person"

a person or entity that is:

- (a) listed on any Sanctions List or the Denied Persons List;
- (b) has been convicted of an offence under the Anti-Terrorism, Crime and Security Act 2001, the Bribery Act 2010 and/or the Proceeds of Crime Act 2002 (both as amended from time to time) and/or the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time;
- (c) the subject of Sanctions;
- (d) subject to restrictions in the Landlord's banking documents which prohibit the Landlord from trading or having contractual relations with such a person or entity;

"Denied Persons List"

the Denied Persons List maintained by the United States Bureau of Industry and Security from time to time;

"Easement Deeds"

the deeds and documents set out in **Schedule 6** which demise easements and other rights which are still subsisting and vested in Essar (together with any renewal or replacement of any of them);

"Easement Rights"

the easements and rights granted by the Easement Deeds which are now vested in the Landlord;

"Economic Entitlement"

the right to receive:

- (a) any distribution (directly or indirectly) from the relevant entity;
- (b) any return repayment or redemption of capital (either share or loan capital) or equivalent of the relevant entity;
- (c) any other economic entitlements of an owner, member, limited partner, unit holder or other participant (in any form) of the relevant security

"Electronic Communications Apparatus"

"electronic communications apparatus" as defined in section 151 of the Communications Act 2003;

"End Date"

the last day of the Term (however it arises);

"Estate"

- (a) for the purposes of the rights granted and reserved by this Lease and their registration at HM Land Registry, the Stanlow Manufacturing Complex shown edged blue on the Plan entitled Estate Plan; and
- (b) for all other purposes connected with this Lease, that estate:
 - (i) including all alterations, additions and improvements and all landlord's fixtures forming part of it at any time during the Term;
 - (ii) including any adjoining land and buildings that the Landlord adds to it; and

- (iii) excluding any land or buildings that the Landlord removes from it;

"Good Industry Practice"

the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions and seeking, in good faith, to perform its legal (including contractual) obligations;

"Group Company"

in relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act;

"Index Review Date"

1st April 2020 and each anniversary thereof and references to "the Index Review Date" mean the relevant Index Review Date;

"Interested Person"

in relation to an entity a person or entity who (directly or indirectly) has or exercises Control of that entity or is a Controlling Entity of that entity;

"Interest Rate"

four per cent above

1. the one (1) month London interbank offered rate for Pounds Sterling as published by Reuters at page "LIBOR 01" (or such other page as may replace that page on that service) at 11.00 am on the second Business Day prior to the first day of such month or, if no such rate is then quoted, on the immediately preceding day on which such rate is so quoted; or
2. if such quote is not available, the average rate at which one (1) month deposits in Pounds Sterling are offered by the Reference Banks in the London interbank market;

"Lease"

this lease, which is a "new tenancy" for the purposes of section 1 of the 1995 Act, and any document supplemental to it;

"Main Rent"

the rent payable under clause 3.2;

"Notice"

any notice, notification or request given or made under this Lease;

"Oil Major/Competitor"

means one or all of the following companies, a Group Company of or a joint venture involving one of or a Group Company of such a joint venture of: Saudi Aramco, Sinopec, China National Petroleum Corporation, PetroChina, Exxon Mobil, Royal Dutch Shell, Kuwait Petroleum Corporation, BP, Total SA, Lukoil, Eni, Valero Energy, Chevron Corporation, PDVSA, Pemex, National Iranian Oil Company, Gazprom, Petronas, China National Offshore Oil, Marathon Petroleum, PTT, Rosneft, JX Holdings, Engie, Petrobras, Statoil, Indian Oil Corporation, Sonatrach, Reliance Industries, Pertamina, Conoco Phillips or GS Caltex or a company operating in the midstream or downstream areas of the petroleum industry or a competitor of the Landlord;

"Operation and Maintenance Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Operation and Maintenance Agreement;

“Outgoings”

all or any of:

- (a) all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises except for:
 - (i) tax (other than VAT) on the Rents payable; and
 - (ii) any tax arising from the Landlord’s dealing with its own interests;
- (b) a fair and reasonable proportion of the Outgoings referred to in paragraphs (a) charged in respect of the Premises and any other parts of the Estate;

“Permitted Use”

the use of the Premises for the storage and handling of crude oil, refinery products, chemicals and ancillary or related uses or, following such time as the refinery which forms part of the Estate ceases to be operated on a permanent basis, such other use as the Tenant shall require subject to obtaining the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed);

“Permitted Works”

any works or installations to which the Landlord has consented or for which, under clause 4.9, the Landlord’s consent is not required;

“Pipelines”

the pipelines which are covered by the documents set out in **Schedule 6** (together with any renewal or replacement of any of them) and which are briefly summarised as follows:

Pipeline	Product	Pipeline Length (km)
24" YP1251 section 1	Crude Oil	7.20
28" YP1251 section 2	Crude Oil	14.30
16" YP3460	Gas Oil	24.50

“Planning Acts”

every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings;

“Planning Permission”

any permission, consent or approval given under the Planning Acts;

“Plans”

any of the plans contained in this Lease;

“Premises”

the premises known as land at Stanlow forming part of the Estate and coloured pink on the Plans:

- (a) including:
 - (i) the bunds within the red edging;

- (ii) Conducting Media which exclusively serve the Tanks which are located on the Premises; but
- (b) excluding the Conducting Media on the Premises and within the bunds which do not exclusively serve the Tanks within the Premises; and
- (c) excluding all Tanks (and the Reserved Tanks).

"Prohibited Entity"

at the relevant time:

- (a) an entity or person who is a Denied Person;
- (b) an entity that has an Interested Person who is a Denied Person;
- (c) until such time as the Asset Services Agreement has expired (and not been renewed) or the Asset Services Agreement is terminated due to the insolvency or default of the Landlord (but not thereafter) an Oil Major/Competitor;

"Reasonable and Prudent Operator"

a person seeking in good faith to perform its contractual obligations under this Agreement, and in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator, complying with all Applicable Laws engaged in the same type of undertaking under the same or similar circumstances and conditions;

"Reference Banks"

Barclays Bank PLC, Lloyds Bank Plc and The Royal Bank of Scotland plc, or such other banks as may be selected by the Parties from time to time;

"Rent Commencement Date"

the Term Start Date;

"Rent Days"

25th March, 24th June, 29th September and 25th December;

"Rent Review Date"

the 1st of April 2020 and in each year of the Term thereafter and references to "the Rent Review Date" mean the relevant Rent Review Date;

"Rents"

the Main Rent and any VAT payable on them and any interest payable under clause 4.4;

"Reserved Tanks"

the tanks which are shown edged red on the attached plans 869693 and 869694;

"Sanctions"

the economic sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the Office of Foreign Assets Control, the United States Department of State, any other U.S. government entity, the United Nations Security Council, any United National Security Council Sanctions Committee, the European Union or Her Majesty's Treasury of the United Kingdom

"Sanctions List"

- (a) The sanctions list maintained by the United Kingdom Foreign and Commonwealth Office (as amended from time to time);
- (b) the Consolidated List of persons, groups and entities subject to EU financial sanctions as maintained by the European External Action Service as at the date of this Lease (as amended from time to time);
- (c) the Consolidated Screening List as maintained by the United States Government (as amended from time to time); or
- (d) the list maintained by the System for Award Management of the United States Government (as amended from time to time)

"Supply Costs"

the costs of Utilities including procurement costs, meter rents and standing charges;

"Tanks"

the storage tanks which are located on (but which do not form part of) the Premises and shown on the Plans;

"Tenant's Supply Cost"

the costs pursuant to **clause 4.2.5**;

"Term"

the period of this Lease;

"Term End Date"

23:58hrs 31 August 2069;

"Term Start Date"

23:59hrs 31 August 2019;

"Tranmere Underlease"

means an underlease completed on the same date as this Lease of premises known as Tranmere Oil Terminal Wirral Merseyside and made between (1) the Landlord (2) the Tenant and (3) Essar Energy Limited for a term until 30 December 2031 together with a further underlease of the same date of the same premises and between the same parties for a term from 31 December 2031 until 29 December 2048;

"Utilities"

water, gas, air, steam, nitrogen, foul and surface water drainage, electricity and similar supplies or utilities;

"VAT"

value added tax or any similar tax from time to time replacing it or performing a similar function;

"VAT Supply"

a "supply" for the purpose of the Value Added Tax Act 1994;

"White Oil Docks Underlease"

means an underlease completed on the same date as this Lease of premises known as The White Oil Docks Stanlow and made between (1) the Landlord (2) the Tenant and (3) Essar Energy Limited for a term expiring on 29 December 2048;

2. INTERPRETATION

In this Lease:

- 2.1 "notify", "notifies" or "notifying" means notify, notifies or notifying in writing in accordance with clause **6.3**;
- 2.2 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 2.3 all headings are for ease of reference only and will not affect the construction or interpretation of this Lease;
- 2.4 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.5 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 2.6 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 2.7 excepting any liability that the Landlord may incur under either the Asset Services Agreement or the Operation and Maintenance Agreement the Tenant will be liable for any breaches of its obligations in this Lease committed by:
 - 2.7.1 any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
 - 2.7.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
- 2.8 reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion;
- 2.9 where the Landlord has the right to impose regulations or to approve, decide, designate, nominate, request, require, specify, stipulate or express an opinion on any matter or thing under this Lease, that right will be subject to a condition that the Landlord will act reasonably and properly when exercising that right except where this Lease specifies that the Landlord has absolute discretion;
- 2.10 references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to the purpose for which they are provided and the nature of the Information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program;
- 2.11 references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them;
- 2.12 apart from in clause **4.5.1**, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
- 2.13 references to any sums being payable on demand or when demanded mean being payable when demanded in writing;
- 2.14 the Landlord's rights under Part 2 of Schedule **1** may also be exercised by those authorised by the Landlord;
- 2.15 reference to "the Estate", "the Common Parts" or "the Premises" means the whole or an individual part or parts unless inappropriate in the context used;

- 2.16 reference to "adjoining premises" means any land or buildings adjoining or nearby the Estate, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises);
- 2.17 references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
- 2.18 "includes", "including" and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 2.19 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected; and
- 2.20 if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person's absolute discretion.

3. DEMISE, TERM AND RENT

- 3.1 The Landlord leases the Premises to the Tenant with full title guarantee:
 - 3.1.1 for a term starting on the Term Start Date and ending on the Term End Date;
 - 3.1.2 together with the rights listed in Part 1 of Schedule 1 provided that the Landlord will not be responsible for any interruption to the rights granted due to any circumstances outside the Landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing, but must take reasonable steps to restore the rights as soon as reasonably practicable;
 - 3.1.3 excepting and reserving to the Landlord the rights listed in **Part 2** of Schedule 1;
 - 3.1.4 subject to the matters contained or referred to in title numbers CH483757, CH483759, CH606018 as disclosed in a Certificate of Title addressed to the Tenant from Eversheds Sutherland (International) LLP and dated on or about the date of this Lease; and
 - 3.1.5 subject to any easements, rights and privileges currently existing and affecting the Premises.
- 3.2 The Tenant must pay as rent:
 - 3.2.1 for the period starting on the Rent Commencement Date and ending on the day before the first Rent Review Date two hundred and twenty five thousand eight hundred and thirty six American dollars and one cent (US\$225,836.01) yearly; and
 - 3.2.2 during the remainder of the Term, the rent set out in **clause 3.2.1** as increased under Schedule 1.
- 3.3 Main Rent is not payable for any period before the Rent Commencement Date.
- 3.4 The Tenant must pay as rent VAT under **clause 4.3**.
- 3.5 The Main Rent is payable by equal quarterly payments in advance on the Rent Days in every year. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that quarter.
- 3.6 The Rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant.
- 3.7 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.

4. TENANT'S OBLIGATIONS

4.1 Main Rent

The Tenant must pay the Main Rent when due.

4.2 Outgoings

4.2.1 The Tenant must pay all Outgoings when demanded.

4.2.2 If any rates, taxes or other impositions are payable in respect of the Premises together with other property (including with the remainder of the Estate), the Tenant shall pay a fair proportion of the amount payable.

4.2.3 The Tenant will not agree any amendment to the business rates payable in relation to the Premises without the consent of the Landlord following and as a result of completion of this Lease and the Tenant agrees that the Landlord shall take the lead in any discussions with the local authority in any discussions regarding rerating the Estate and the Premises when this Lease has been completed and the Landlord agrees that it will consult with the Tenant prior to and during any such discussions and will take account of any representations made by the Tenant the intention of both parties being to minimise the business rates payable in relation to the Estate and the Premises.

4.2.4 The Tenant will not enter into any discussions or negotiations on the rating value of the Premises and/or the Estate without keeping the Landlord informed of all such discussions and copied to all correspondence and allowing the Landlord to make such representations to the parties engaged in such discussions or negotiations as the Landlord shall think fit (acting reasonably).

4.2.5 The Tenant will pay to the Landlord a fixed cost of US\$1,250,000.00 (one million two hundred and fifty thousand dollars) payable by equal quarterly payments in advance on the Rent Days in every year for the cost of Utilities to the Premises. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that quarter and provided that this figure shall increase annually on the 1st of April each year in line with the formula set out in **Schedule 7** The Tenant's obligation to make payment under clause 4.2.5 of this lease will terminate when the Asset Services Agreement is no longer in force.

4.3 VAT

4.3.1 The Tenant must pay:

- (a) VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and
- (b) on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue & Customs.

4.3.2 The Tenant must not do anything that would result in the disapplication of the option to tax in respect of the Landlord's interest in the Estate.

4.4 Interest on overdue payments

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within 10 Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

4.5 Reimburse fees incurred by the Landlord

The Tenant must pay on demand the Landlord's costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

- 4.5.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act, whether or not forfeiture is avoided by an order of the court;
- 4.5.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent;
- 4.5.3 the preparation and service of any notice by the Landlord under section 17 of the 1995 Act or section 81 Tribunals, Courts and Enforcement Act 2007; and
- 4.5.4 the preparation and service of a schedule of dilapidations served no later than the End Date.

4.6 Third party indemnity

- 4.6.1 Excepting any liability that may arise as a result of the breach by the Landlord of either the Asset Services Agreement or the Operation and Maintenance Agreement the Tenant must indemnify the Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or demand in respect of any personal injury or death, damage to any property and any infringement of any right arising from:
 - (a) the state and condition of the Premises or the Tenant's use of them;
 - (b) the exercise of the Tenant's rights; or
 - (c) the carrying out of any Permitted Works.
- 4.6.2 In respect of any claim covered by the indemnity in **clause 4.6.1**, the Landlord must:
 - (a) give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;
 - (b) provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
 - (c) mitigate its loss (at the Tenant's cost) where it is reasonable for the Landlord to do so.

4.7 Repair and Maintenance

The Tenant must:

- 4.7.1 keep the Premises in no worse state of repair and condition than at the date of this Lease and clean and tidy as evidenced by the photographic schedule of condition annexed to this lease and initialled by the parties;
- 4.7.2 keep all Conducting Media, Tanks, Pipelines, plant, equipment or fixtures forming part of the Premises (or that exclusively serve them) maintained in accordance with:
 - (a) Good Industry Practice;
 - (b) Applicable Laws; and
 - (c) all regulatory requirements in relation to the Permitted Use (including the report for control of health, safety and environment at a COMAH site required to be prepared by the COMAH site operator and submitted to the competent authority in accordance

with regulation 8 of the Control of Major Accident Hazards Regulations 2015 (SI2015/483));

4.8 Access

- 4.8.1 The Tenant must allow the Landlord to enter and inspect the Premises on reasonable prior notice.
- 4.8.2 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within a reasonable period after being notified of them and diligently complete any works required.
- 4.8.3 If the Tenant does not comply with **clause 4.8.2**, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under clause 6.1 will be unaffected.

4.9 Alterations

- 4.9.1 The Tenant must not build any new structure on, or alter the external appearance of, the Premises or cut into any structural part of the Premises if it has any adverse effect on the Landlord or the Estate and further the Tenant shall not do anything to damage or affect any Conducting Media which serve the Estate.
- 4.9.2 Landlord's consent is not required for the installation or removal of tenant's fixtures or for internal non-structural works to the Premises, but the Tenant must notify the Landlord within a reasonable period after completing those works.
- 4.9.3 The Tenant must comply with its obligations in Schedule 3 when carrying out or installing any Permitted Works, whether or not the Landlord's consent is required for them.
- 4.9.4 Where the Landlord's consent is expressly required under this clause 4.9, the Landlord may impose requirements on the Tenant in addition to those contained in Schedule 3 when giving its consent.
- 4.9.5 The Tenant shall not require Landlord's consent nor be obliged to comply with the obligations of Schedule 3 when undertaking projects as required by the Landlord from time to time pursuant to the Asset Services Agreement.

4.10 Obligations at the End Date

- 4.10.1 By the End Date the Tenant must have removed at its own cost:
 - (a) all tenant's and trade fixtures and loose contents from the Premises (except the Tanks unless the Tenant elects to remove the same);
 - (b) all signage installed by the Tenant or any undertenant at the Premises or elsewhere on the Estate; and
 - (c) without affecting any other Landlord's rights, any works that have been carried out by the Tenant in breach of any obligation in this Lease.
- 4.10.2 The Tenant may but shall not be obliged to remove all or any of the Tanks by the End Date.
- 4.10.3 The Tenant must make good all damage to the Premises or the Estate caused when complying with clause 4.10.1 **and** 4.10.2.
- 4.10.4 At the End Date the Tenant must:
 - (a) give back the Premises in good order consistent with the Tenant's obligations in this Lease;

- (b) give back the Premises with vacant possession (provided that the Tenant may leave the Tanks in situ it elects to do so); and
- (c) hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file and asbestos survey.

4.10.5 If the Tenant has not removed all of its property from the Premises by the End Date and the Landlord gives the Tenant not less than sixty Business Days' notice of its intention to do so:

- (a) the Landlord may elect to treat the property as its own;
- (b) the Landlord may sell that property as the agent of the Tenant;
- (c) the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been sold in the genuine but mistaken belief that it belonged to the Tenant; and
- (d) the Landlord must pay to the Tenant the sale proceeds (unless the Landlord elects in accordance with 4.11.5.(a)) after deducting the costs of transportation, storage and sale incurred by the Landlord.

4.11 User

4.11.1 The Tenant must not use the Premises other than for the Permitted Use.

4.11.2 The Tenant must not:

- (a) load or unload any vehicle unless it is in a loading area provided for that purpose;
- (b) cause any nuisance or damage to the Landlord or the other tenants or occupiers of the Estate or to the owners, tenants or occupiers of any adjoining premises;
- (c) overload any part of the Premises or any plant, machinery, equipment or Conducting Media;
- (d) do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant;
- (e) operate any apparatus so as to be hazardous to the business carried out on the Estate, interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services elsewhere on the Estate or on any adjoining premises;
- (f) cause any land, roads or pavements near to the Premises to be untidy or dirty, or deposit anything on them;
- (g) in relation to any parts of the Premises that are not built on store, keep or stack any materials, plant, equipment, bins, crates, boxes, refuse, waste or rubbish or any receptacle for waste, refuse or rubbish or any other item otherwise than in accordance with any requirements of the Landlord's insurers and any regulations made by the Landlord;
- (h) burn rubbish or waste materials, paper, wood or other combustible matter on the Premises; or
- (i) emit any smoke, fumes or smells from the Premises.

4.11.3 When exercising any right granted to it for entry to any other part of the Estate the Tenant must:

- (a) cause as little damage and interference as is reasonably practicable to the remainder of the Estate and the business of its tenants and occupiers and make good any physical damage caused; and
- (b) comply with the Landlord's requirements and those of any other tenants and occupiers of the Estate who are affected.

4.11.4 The Tenant must not use any parking spaces in respect of which the Tenant is granted rights under paragraph 6 of Part 1 of Schedule 1 except for the parking of vehicles belonging to persons working at the Premises or any authorised visitors to the Premises. The Tenant must not use them for the repair, refuelling or maintenance of any vehicles.

4.12 Dealings with the Premises

4.12.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Premises in whole or in part or enter into any agreement to do so, except as authorised under this clause 4.12 or Schedule 4.

4.12.2 The Tenant may, with the Landlord's consent, assign the whole of the Premises.

4.12.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:

- (a) any consent to assign will be subject to a condition that:
 - (i) the assigning tenant (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) gives the Landlord an AGA; and
 - (i) any guarantor of the assigning tenant gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA; and
 - (ii) the assignee enters into a deed covenanting with the Landlord to comply with the terms of the environmental deed entered into between the Landlord and the Tenant on or about the date of this Lease

in each case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

- (b) any consent to assign may (to the extent reasonably required by the Landlord) be subject to either or both of the following conditions:
 - (i) that a guarantor (approved by the Landlord) that is not a Current Guarantor guarantees the assignee's performance of the Tenant's obligations in this Lease; and
 - (ii) the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not less than six months' Main Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants in this Lease with a charge over the deposit;

in either case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

- (c) the Landlord may refuse consent to assign if:
 - (i) the Tenant has not paid in full all Rents and other sums due to the Landlord under this Lease that are not the subject of a legitimate dispute about their payment;
 - (ii) if the proposed assignee is not a person who in the Landlord's reasonable opinion is likely to be able to comply with the tenant covenants in this lease;
 - (iii) the accounts of the proposed assignee or its guarantor have not been audited or, if they have been audited, relate to a period or periods the most recent of

which expired more than eleven months before the date of the application for consent to assignment;

- (iv) the proposed assignee or its guarantor is a company incorporated in or an individual resident in a country outside the United Kingdom and there is no treaty for the mutual enforcement of judgments between the United Kingdom and that country unless, in relation to a company, it carries on and maintains a business in the United Kingdom and, in the opinion of the Landlord, it has sufficient assets in the United Kingdom to enable it to meet its liabilities under this Lease;
 - (v) the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government;
 - (vi) the proposed assignee is a Group Company of the Tenant;
 - (vii) the proposed assignee is a Current Guarantor;
 - (viii) the proposed assignee is a Prohibited Entity; or
 - (ix) the assignee will not at the same time as the assignment of the Lease also take an assignment of the Asset Services Agreement and the Operation and Maintenance Agreement (while those agreements remain in force);
- (d) the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so; and
- (e) the Landlord may require any other condition to the Landlord's consent if it is reasonable to do so.

4.12.4 The provisions of Schedule 4 apply to underlettings of the Premises and the Tenant must comply with its obligations in that Schedule.

4.12.5 The Tenant may charge the whole of the Premises to a genuine lending institution without the Landlord's consent but the Tenant must promptly notify the Landlord under **clause 4.13** of any charge created.

4.12.6 In addition to the provisions of this clause **4.12**, the Tenant may share occupation of the Premises with a Group Company of the Tenant on condition that:

- (a) the Tenant notifies the Landlord of the identity of the occupier and the part of the Premises to be occupied;
- (b) no relationship of landlord and tenant is created or is allowed to arise;
- (c) the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant; and
- (d) the Tenant notifies the Landlord promptly when the occupation ends.

4.13 Registration of dealings

4.13.1 The Tenant must provide the Landlord with a certified copy of every document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest.

4.13.2 The Tenant must, on reasonable request, supply details to the Landlord of the names and addresses of anyone in occupation of the Premises, whether they are in occupation for the purpose of carrying on a business, the areas they occupy, the rents paid and the terms upon which they are in occupation.

4.14 Notifying the Landlord of notices or claims

The Tenant must notify the Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.

4.15 Comply with Acts

4.15.1 The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.

4.15.2 The Tenant must not do or fail to do anything in respect of the Premises or the Estate the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act.

4.15.3 The Tenant must promptly notify the Landlord of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

4.16 Planning Acts

4.16.1 The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.

4.16.2 The Tenant must seek the Landlords prior written approval prior to applying for any Planning Permission in the event that the proposals contained within the Planning Permission may adversely impact the Landlord or any occupier of the Estate.

4.16.3 The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) carrying out any Permitted Works or changing the use of the Premises. The Tenant will not be responsible under this Lease for any corresponding sums that become due as a result of any permitted development to or change of use of the Estate carried out by the Landlord or any other occupier of the Estate.

4.17 Rights and easements

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:

4.17.1 the Tenant must notify the Landlord; and

4.17.2 the Tenant must, at its own cost, help the Landlord in any way that the Landlord reasonably requests to prevent that acquisition.

4.18 Management of the Estate

4.18.1 The Tenant must not obstruct the Common Parts.

4.18.2 The Tenant must not deposit rubbish anywhere on the Estate except in skips or bins provided for that purpose which the Tenant itself provides on the Premises and, if the Tenant brings skips or bins onto the Premises, it must arrange for them to be removed or emptied regularly.

4.18.3 The Tenant must not use the Common Parts other than for the purposes designated under **clause 5.5**.

4.18.4 The Tenant must comply with all reasonable regulations notified to it or contained within any relevant tenant guide or handbook for the Estate published by the Landlord from time to time. No regulations may impose obligations on the Tenant that are inconsistent with the Tenant's rights and obligations under this Lease.

4.19 Superior interest

The Tenant must not knowingly breach any obligations affecting the freehold interest in the Estate at the date of this Lease.

4.20 Registration at the Land Registry

4.20.1 The Tenant must:

- (a) within two months of the date of this Lease, apply to register and then take all reasonable steps to complete the registration of this Lease and the Tenant's rights at the Land Registry; and
- (b) provide the Landlord with an official copy of the registered title promptly after receipt.

4.20.2 The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take all reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title(s) to the Estate any reference to this Lease and the Tenant's rights.

4.21 Applications for consent or approval

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide the Landlord with a complete and accurate copy of the heads of terms for any proposed dealing (if applicable) and all plans, drawings, specifications, documents and any other information required by the Landlord.

4.22 Indemnity in relation to Reserved Tanks

The Tenant indemnifies the Landlord against all proper costs, fees, charges, disbursements, claims, demands, damages, liabilities, losses and expenses that the Landlord may incur in relation or incidental to any damage or destruction of any of the Reserved Tanks by reason of the exercise by the Tenant of the rights granted under this Lease

4.23 Pipelines

The Tenant shall when Essar Oil (UK) Limited is not the provider under the Operation and Maintenance Agreement;

4.23.1 not knowingly do or omit to do any act or thing which would put Essar in breach of the grantee obligations in the Easement Deeds;

4.23.2 maintain the Pipelines:

- (a) Good Industry Practice;
- (b) Applicable Laws; and
- (c) All regulatory requirements in relation to the Permitted Use (including the report for control of health, safety and environment at a COMAH site required to be prepared by the COMAH site operator and submitted to the competent authority in accordance with regulation 8 of the Control of Major Accident Hazards Regulations 2015 (SI12015/483)).

5. LANDLORD'S OBLIGATIONS

5.1 Quiet enjoyment

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

5.2 Repayment of rent

- 5.2.1 The Landlord must refund any Main Rent and Insurance Rent paid in advance by the Tenant in relation to the period falling after the End Date within 10 Business Days after the End Date.
- 5.2.2 Clause 5.2.1 will not apply if the Landlord ends this Lease under clause 6.1 or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

5.3 Entry Safeguards

The Landlord must, when entering the Premises to exercise any Landlord's rights:

- 5.3.1 give the Tenant at least three Business Days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
- 5.3.2 comply with the Tenants reasonable requirements relating to health and safety which are notified to it in writing;
- 5.3.3 where required by the Tenant, be accompanied by the Tenant's representative but the Tenant must make that representative available; and
- 5.3.4 repair any physical damage that the Landlord causes as soon as reasonably practicable.

5.4 Change in the extent of the Estate

The Landlord may change the extent of the Estate but any changes must not materially prejudice the Tenant's use and occupation of the Premises or the rights, facilities and amenities granted to the Tenant under this Lease.

5.5 Designation of Common Parts and use of rights and repair

- 5.5.1 The Common Parts designated by the Landlord for the Tenant's use under Part 1 of **Schedule 1** must include those Common Parts that are from time to time necessary for the use and enjoyment of the Premises for their intended use.
- 5.5.2 If the Landlord does not designate specific Common Parts for the Tenant's use, the Tenant will be entitled to use all Common Parts that are from time to time necessary for the reasonable and proper enjoyment of the Premises for their intended use but the Tenant will not have the right to use any Common Parts used solely by the Landlord for the provision of the Services.
- 5.5.3 The Landlord covenants with the Tenant to keep the Common Parts in no worse state of repair and condition than at the date of this Lease and clean and tidy (but consistent with the use of the Premises and the Estate).

5.6 Supply of Utilities

The Landlord:

- 5.6.1 will provide the Utilities, acting as a Reasonable and Prudent Operator, to the Premises and maintain the Conduits which supply such Utilities provided that such obligation will terminate when the Asset Services Agreement is no longer in force;
- 5.6.2 will not be responsible for any interruption in the supply of the Utilities or maintenance of the Conduits due to any circumstances outside the Landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing, but must take reasonable steps to minimise any such interruption and to restore the supply as soon as reasonably practicable

5.7 Landlord's Covenants in Relation to the Easement Deeds

- 5.7.1 The Landlord covenants with the Tenant throughout the Term that Landlord shall:

- (a) comply with the grantee obligations in the Easement Deeds;
- (b) not do or omit to do any act which could or would result in the termination of the Easement Rights;
- (c) use reasonable endeavours to procure, at its own cost, the renewal or replacement and registration of any Easement Rights which have either already expired or which will expire by effluxion of time during the Term (including if required, by way of compulsory purchase order) and to keep the Tenant informed of the progress of all negotiations and compulsory purchase order proceedings for the renewal or replacement of any such Easement Rights; and
- (d) at the request of Tenant but at the Landlord's own cost use reasonable endeavours to procure that the owner of any property (whether freehold or leasehold) subject to the Easement Rights complies with the grantor obligations in the applicable Easement Deed.

5.8 Repair and Maintenance of Reserved Tanks

- 5.8.1 The Landlord covenants with the Tenant throughout the Term that the Landlord shall keep the Reserved Tanks and all plant equipment or fixtures exclusively serving them maintained in accordance with:
- (a) Good Industry Practice;
 - (b) Applicable Laws; and
 - (c) All regulatory requirements in relation to the Permitted Use (including the report for control of health, safety and environment at a COMAH site required to be prepared by the COMAH site operator and submitted to the competent authority in accordance with regulation 8 of the Control of Major Accident Hazards Regulations 2015 (SI12015/483)).

6. AGREEMENTS

6.1 Landlord's right to end this Lease

- 6.1.1 If any event listed in clause **6.1.2** occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.
- 6.1.2 The events referred to in clause **6.1.1** are as follows:
- (a) any of the Rents are unpaid for 21 days after becoming due whether or not formally demanded; and
 - (b) the Tenant breaches this Lease.
- 6.1.3 If the Landlord has received notice of any charge, debenture, mortgage or any other security granted over the Premises by the Tenant, the Landlord must not exercise its rights under **clause** 6.1.1 unless and until it has:
- (a) given notice to the holder of that security of any breach by the Tenant of the relevant obligation or term of this Lease; and
 - (b) given the holder of that security a reasonable period of time in which to remedy the breach.
- 6.1.4 Neither the existence nor the exercise of the Landlord's right under clause **6.1.1** will affect any other right or remedy available to the Landlord.
- 6.1.5 In this clause 6.1 references to "the Tenant", where the Tenant is more than one person, include any one of them.

6.2 No acquisition of easements or rights

- 6.2.1 Unless they are expressly included in **Part 1 of Schedule 1**, the grant of this Lease:
- (a) does not include any liberties, privileges, easements, rights or advantages over the Estate or any adjoining premises; and
 - (b) excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.
- 6.2.2 The Tenant has no rights that would restrict building or carrying out of works to the Estate or any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.
- 6.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must permit the exercise of these reserved rights without interference or objection.
- 6.2.4 The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises or the Estate.
- 6.2.5 The Tenant has no rights to enforce, or to prevent the release or modification of, the benefit of any covenants, rights or conditions to which any other property within the Estate or any adjoining premises is or are subject.

6.3 Service of Notices

- 6.3.1 Any Notice must be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to or left at the registered office or, if they do not have a registered office, to the last known address in the United Kingdom of the recipient or to any other address in the United Kingdom that the recipient has specified as its address for service by giving not less than ten Business Days' notice under this clause **6.3**. Any notice to be served on the Tenant may be sent by pre-paid first class or special delivery to or otherwise delivered to or left at the Premises.
- 6.3.2 Any Notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at the time the Notice is delivered to or left at the recipient's address if delivered to or left at that address. If a Notice is treated as served on a day that is not a Business Day or after 5.00pm on a Business Day it will be treated as served at 9.00am on the immediately following Business Day.
- 6.3.3 Service of a Notice by fax or e-mail is not a valid form of service under this Lease.

6.4 Contracts (Rights of Third Parties) Act 1999

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

6.5 Contracting-out

- 6.5.1 The Landlord and the Tenant confirm that before the date of this Lease :
- (a) a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on 23rd December 2019; and
 - (b) a statutory declaration dated 23rd December 2019, complying with paragraph 8 of Schedule 2 to that Order was made by Sinead McGrath, who the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf].

6.5.2 The Landlord and the Tenant agree and declare that the provisions of sections 24–28 (inclusive) of the 1954 Act do not apply to the tenancy created by this Lease.

7. CHANGE OF CONTROL

In the event that a Prohibited Entity acquires Control of the Tenant or any undertenant, irrespective of whether any person previously had Control of the Tenant or any undertenant, or in the event that any person who has Control of the Tenant or any undertenant should become a Prohibited Entity, then the Landlord shall be entitled to terminate this Lease on notice to the Tenant.

8. JURISDICTION

8.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

8.2 Subject to **clause 8.3** and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

8.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

9. LEGAL EFFECT

This Lease takes effect and binds the parties from and including the date at clause LR1.

10. BREAK CLAUSE

10.1 The Tenant may end the Term at any time after either (a) the date which is 20 years after the Term Start Date or (b) the expiry of the term of the Asset Services Agreement (without renewal) or the termination of the Asset Services Agreement due to insolvency or default of the Landlord or (c) if at any time on or after the date being twelve months prior to the termination of the Tranmere Underlease and/or the White Oil Docks Underlease either the Tranmere Underlease or the White Oil Docks Underlease have not been renewed so that the terms continue until the Term End Date by giving the Landlord not less than 6 months' notice following which the Term will end on that dated ("Break Date") if on the Break Date all money owed by the Tenant to the Landlord due up to and including the Break Date (but for the avoidance of doubt not for any period beyond the Break Date) has been paid in full save where there is a legitimate dispute about payment.

10.2 The Landlord may waive any of the pre-conditions in clause 10.1 at any time before the break date by notifying the Tenant.

10.3 If this Lease ends under this clause 10 this will not affect the rights of any party for any prior breach of an obligation in this Lease.

SCHEDULE 1

Rights

Part 1 Tenant's Rights

The following rights are granted to the Tenant at all times during the term of the Lease in common with the Landlord, any person authorised by the Landlord and all other tenants and occupiers of the Estate but subject to the Landlord's rights:

1. Running of services

- 1.1 To use (and with the consent of the Landlord) and to connect to the existing Conducting Media at the Estate for the passage of Utilities from and to the Premises providing that in doing so the Conducting Media is not overloaded.

2. Access and servicing

- 2.1 Access to and from the Premises with or without vehicles over the Common Parts from time to time designated by the Landlord for the Tenant's use and connecting to a highway or a highways maintainable at public expense.
- 2.2 At all times (and subject to clause **4.18**) to use each of the following within the Common Parts from time to time designated by the Landlord for the Tenant's use:
 - 2.2.1 any service area for loading and unloading and otherwise servicing the Premises; and
 - 2.2.2 the service roads with or without vehicles to come and go to and from the Premises and any service area specified in paragraph 2.2.1.

3. Entry onto the Common Parts

- 3.1 If any work to the Property cannot otherwise be reasonably carried out, to enter the Common Parts to comply with the Tenant's obligations in this Lease. When exercising this right, the Tenant must:
 - 3.1.1 give the Landlord at least three Business Days' prior notice (except in the case of emergency, when the Tenant must give as much notice as may be reasonably practicable);
 - 3.1.2 observe the Landlord's requirements (but where that includes being accompanied by the Landlord's representative the Landlord must make that representative available);
 - 3.1.3 cause as little interference to the operation and use of the Estate as reasonably practicable;
 - 3.1.4 cause as little physical damage as is reasonably practicable;
 - 3.1.5 repair any physical damage that the Tenant causes as soon as reasonably practicable;
 - 3.1.6 where entering to carry out works, obtain the Landlord's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;
 - 3.1.7 remain upon the Common Parts for no longer than is reasonably necessary; and
 - 3.1.8 where practicable, exercise this right outside the normal business hours of the Estate.

4. Directory board

To exhibit the Tenant's name in such form, shape and size as the Landlord approves on any appropriate Estate directory board at the entrance to the Estate.

5. Support and shelter

Support and shelter for the Premises from the Estate.

6. **Additional Right**

Such rights of way as the Landlord (acting reasonably) shall approve over the Estate for the purpose of laying maintaining and repairing of additional pipelines within the Estate to carry out activities covered within the Permitted Use.

7. **Pipeline Rights**

The right to use the Pipelines throughout the term of this Lease without interruption.

7.1 for the exclusive right to flow Oil through the Pipelines; and

7.2 such of the Easement Rights as are necessary or expedient to enable the Tenant to exercise the right granted in paragraph 8.1 above and to comply with the Tenant's Covenants (including for the avoidance of doubt such rights as are required to operate and maintain the Pipelines).

8. **Asset List**

The right at all reasonable times (or at any time in the case of emergency) and using plant and equipment where necessary to access such parts of the Estate as may be required for the purposes of using, accessing, repairing, maintaining and replacing any or all of the items listed on the Asset List provided that the Tenant shall cause as little inconvenience to the Landlord and the tenants and occupiers of the Estate as is reasonably practicable and shall make good any damage caused in the exercise of such right.

Part 2 Landlord's Rights

The following rights are excepted and reserved to the Landlord:

1. **Support, shelter, light and air**

1.1 Support and shelter for the remainder of the Estate from the Premises.

1.2 All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.

2. **Running of services**

2.1 The passage and running of Utilities from and to the remainder of the Estate through existing Conducting Media (if any) within the Premises.

2.2 The right to install new Conducting Media within the Premises and connect to them for the passage and running of Utilities to and from the remainder of the Estate and any adjoining premises in such location as the Tenant shall approve (such approval not to be unreasonably withheld or delayed).

3. **Entry on to the Premises**

3.1 To enter the Premises on reasonable prior notice to:

3.1.1 ascertain whether the Tenant has complied with its obligations under this Lease;

3.1.2 inspect and measure the Premises for any purpose connected with the review of the Main Rent or the renewal of this Lease;

3.1.3 inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;

3.1.4 inspect, clean, maintain, replace or repair any existing Conducting Media within the Premises but serving the Estate;

3.1.5 carry out any repairs, remove and make good any unauthorised alterations or carry out any works that the Tenant should have carried out under this Lease;

- 3.1.6 take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
 - 3.1.7 show the Premises to prospective buyers of the Estate or, during the last six months of the Term, to prospective tenants of the Premises;
 - 3.1.8 carry out or permit the repair, maintenance, decoration, replacement, renewal and cleaning of any adjoining premises or any building or engineering works upon them; and
 - 3.1.9 review or measure the Environmental Performance of the Premises including to install, inspect, clean, maintain, replace and to take readings from metering equipment within or relating to the Premises.
 - 3.1.10 inspect, clean, maintain, replace or repair the Reserved Tanks and any conduits which serve the Reserved Tanks
- and in exercising its rights under this clause 3 the Landlord must cause as little damage and interference as is reasonably practicable to the Premises and its tenant's and occupiers and must make good any physical damage caused.
- 3.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:
 - 3.2.1 build on or into any boundary or party walls on or adjacent to the Premises;
 - 3.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon the Estate; or
 - 3.2.3 for any other reasonable management purpose.
 - 3.3 To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purpose in connection with this Lease.

4. Common Parts and Conducting Media

- 4.1 In an emergency, or when works are being carried out to them, to close off or restrict access to the Common Parts, so long as (except in an emergency) alternative facilities are provided that are not materially less convenient.
- 4.2 To change, end the use of or reduce the extent of any Common Parts or Conducting Media so long as:
 - 4.2.1 alternative facilities are provided that are not materially less convenient; or
 - 4.2.2 if no alternative is provided, the use and enjoyment of the Premises is not materially adversely affected.
- 4.3 From time to time to designate areas within the Common Parts for particular purposes including as service areas, Car Parks, service roads and footpaths and from time to time to reduce the size of any designated areas, so long as the remaining areas are reasonably adequate for their intended purposes.

5. Adjoining premises

To carry out works of construction, demolition, alteration or redevelopment on the Estate and any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

6. Plant, equipment and scaffolding

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any structures on the Premises in exercising the Landlord's rights under this Lease.

7. **Adjoining Refinery**

Any rights which are required for the ongoing operation of the refinery or other operations on the Estate and any operations associated with them which shall include but without prejudice to the generality of the foregoing:

- 7.1 rights of access to comply with any regulatory requirements which the Landlord or the Estate is subject to;
- 7.2 rights of access to use the distribution control system which is located on the Premises.

8. **Reserved Tanks**

The exclusive right to use the Reserved Tanks and any Conduits which serve the Reserved Tanks.

SCHEDULE 2

Rent review

1. Defined terms

This **Schedule 2** uses the following definitions:

"Base Figure"

- (a) on the first Rent Review Date, 289.2 (being the Index figure for the month three months preceding the date of the Lease);
- (b) on each succeeding Rent Review Date, the Current Figure for the preceding Rent Review Date;

"Current Figure"

the Index figure for the month three months preceding the Rent Review Date; and

"Index"

the "all items" figure of the Index of Consumer Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

2. Rent Review

2.1 On each Rent Review Date, the Main Rent is to be reviewed to the higher of:

- 2.1.1 the Main Rent reserved by this Lease immediately before that Rent Review Date; and
- 2.1.2 the revised Main Rent (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Main Rent;

A is the Main Rent reserved immediately before the relevant review date;

C is the Current Figure; and

B is the Base Figure.

3. Notice of Main Rent

If the Main Rent is increased, the Landlord must notify the Tenant as soon as possible after the Rent Review Date.

4. Effect of delay in notifying the revised rent

4.1 Following any Rent Review Date until the Landlord has notified the Tenant of the revised Main Rent:

- 4.1.1 the Main Rent payable under this Lease immediately before that Rent Review Date will continue to be payable until the revised Main Rent has been notified to the Tenant;

- 4.1.2 following the notification of the revised Main Rent, the Landlord must demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the revised Main Rent been notified before the Rent Review Date; and
- 4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at four per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrears.

5. Changes in the Index

- 5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Main Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.
- 5.2 If the parties are unable to agree a basis for the Revised Indexation then either of them may at any time request that the President of the Institute of Chartered Accountants in England and Wales appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996.

6. Time not of the essence

For the purpose of this **Schedule 2** time is not of the essence.

SCHEDULE 3

Works

1. Defined terms

This Schedule 3 uses the following definitions:

“CDM Regulations”

the Construction (Design and Management) Regulations 2015.

“Consents”

all necessary permissions, licences and approvals for the Permitted Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises or the Estate and as otherwise required from owners, tenants or occupiers of any part of the Estate or any adjoining premises.

2. Tenant's obligations in relation to Permitted Works

2.1 Before starting any Permitted Works the Tenant must:

- 2.1.1 obtain and provide the Landlord with copies of any Consents that are required before they are begun;
- 2.1.2 fulfil any conditions in the Consents required to be fulfilled before they are begun;
- 2.1.3 comply with its obligations in **clause 4.16.3**;
- 2.1.4 notify the Landlord of the date on which the Tenant intends to start the Permitted Works;
- 2.1.5 if required under the terms of its insurance policy, notify its insurer of the Permitted Works commencing;
- 2.1.6 provide the Landlord with any information relating to the Permitted Works as may be reasonably required by the Landlord; and
- 2.1.7 ensure that it or its building contractor has put in place public liability and employers' liability insurance of at least £10 million in respect of each claim and provided the Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid.

2.2 The Tenant must make good immediately any physical damage caused by carrying out the Permitted Works.

2.3 The Tenant must permit the Landlord to enter the Premises to inspect the progress of the Permitted Works.

2.4 If the CDM Regulations apply to the Permitted Works, the Tenant must:

- 2.4.1 comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;
- 2.4.2 if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and
- 2.4.3 on completion of the Permitted Works provide the Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the End Date.

2.5 If any Consents for the Permitted Works require any works to be carried out by a date that falls after the End Date, the Tenant must, if notified by the Landlord at least three months before the End Date, carry out and complete those works before the End Date.

3. No warranty relating to Permitted Works

3.1 The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):

3.1.1 as to the suitability, safety, adequacy or quality of the design or method of construction of any Permitted Works;

3.1.2 that any Permitted Works may lawfully be carried out;

3.1.3 that the structure or fabric of the Premises or the Estate is able to accommodate any Permitted Works; or

3.1.4 that any of the services supplying the Premises or the Estate will either have sufficient capacity for or otherwise not be adversely affected by any Permitted Works.

SCHEDULE 4

Underletting

1. Defined terms

This Schedule 4 uses the following definitions:

"Approved Underlease"

an underlease approved by the Landlord (acting reasonably) and, subject to any variations agreed by the Landlord in its reasonable discretion:

- (a) lawfully excluded from the security of tenure provisions of the 1954 Act if it creates an underletting of a Permitted Part;
- (b) granted without any premium being received by the Tenant;
- (c) reserving a market rent, taking into account the terms of the underletting;
- (d) containing provisions for rent review on the same terms as in Schedule 2;
- (e) containing provisions for change of use and alterations corresponding to those in this Lease;
- (f) prohibiting the assignment of part only of the Underlet Premises;
- (g) allowing assignment of the whole of the Underlet Premises with the prior consent of the Landlord on terms corresponding to those in this Lease;
- (h) containing a covenant by the Undertenant not to create any sub-underlease of the whole or any part of the Underlet Premises;
- (i) containing covenants requiring the Sub-Undertenant not to assign the whole of the Sub-Underlet Premises without the prior written consent of the Landlord, the Tenant and the Undertenant and not to assign part of the Sub-Underlet Premises; and
- (j) containing other provisions corresponding with those in this Lease.

"Approved Undertenant"

a person approved by the Landlord (acting reasonably) and who has entered into a direct deed with the Landlord agreeing to:

- (a) comply with the terms of the Approved Underlease; and
- (b) procure that any proposed assignee of the Underlet Premises enters into a direct deed in the same terms as set out in this definition of Approved Undertenant;

"Permitted Part"

any part of the Premises that the Landlord approves (acting reasonably);

"Sub-Underlease"

any sub-underlease created out of an Underlease;

"Sub-Undertenant"

any tenant under a Sub-Underlease;

"Underlease"

the underlease granted following the approval of the Approved Underlease;

"Underlet Premises"

the premises let by an Underlease; and

"Undertenant"

the Approved Undertenant to whom the Tenant grants an Underlease.

2. Right to underlet

- 2.1 The Tenant may, with the Landlord's consent, underlet the whole of the Premises or the whole of a Permitted Part by an Approved Underlease to an Approved Undertenant.
- 2.2 The Tenant shall not underlet to a Prohibited Entity.

3. Obligations in relation to underleases

- 3.1 The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease.
- 3.2 The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.
- 3.3 On any review of the rent payable under any Underlease, the Tenant must:
 - 3.3.1 review the rent of the Underlease in compliance with its terms;
 - 3.3.2 not agree the reviewed rent (or the appointment of any third party to decide it) without the Landlord's approval;
 - 3.3.3 include in the Tenant's representations to any third party any representations that the Landlord may require; and
 - 3.3.4 notify the Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.
- 3.4 The Tenant must not vary the terms or accept any surrender of any Underlease without the Landlord's approval.

SCHEDULE 5

Index review

1. Defined terms

This **Schedule 5** uses the following definitions:

"Base Figure"

- (c) on the first Index Review Date, 289.2 (being the Index figure for the month three months preceding the date of the Lease);
- (d) on each succeeding Index Review Date, the Current Figure for the preceding Rent Review Date;

"Current Figure"

the Index figure for the month three months preceding the Index Review Date; and

"Index"

the "all items" figure of the Index of Consumer Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

2. Index Review

2.1 On each Index Review Date, the Tenant's Supply Cost is to be reviewed to the higher of:

- 2.1.1 the Tenant's Supply Cost reserved by this Lease immediately before that Index Review Date; and
- 2.1.2 the revised Tenant's Supply Cost (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Tenant's Supply Cost;

A is the Tenant's Supply Cost reserved immediately before the relevant review date;

C is the Current Figure; and

B is the Base Figure.

3. Notice of Tenant's Supply Cost

If the Tenant's Supply Cost is increased, the Landlord must notify the Tenant as soon as possible after the Index Review Date.

4. Effect of delay in notifying the revised rent

4.1 Following any Index Review Date until the Landlord has notified the Tenant of the revised Tenant's Supply Cost:

- 4.1.1 the Tenant's Supply Cost payable under this Lease immediately before that Index Review Date will continue to be payable until the revised Tenant's Supply Cost has been notified to the Tenant;

- 4.1.2 following the notification of the revised Tenant's Supply Cost, the Landlord must demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the revised Tenant's Supply Cost been notified before the Index Review Date; and
- 4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrear.

5. **Changes in the Index**

- 5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Tenant's Supply Cost to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.
- 5.2 If the parties are unable to agree a basis for the Revised Indexation then either of them may at any time request that the President of the Institute of Chartered Accountants in England and Wales appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996.

6. **Time not of the essence**

For the purpose of this **Schedule 5** time is not of the essence.

SCHEDULE 6

DETAILS OF PIPELINE EASEMENT DEEDS

YP1251-1: 24" Crude Oil Pipeline - Section between Tranmere and Eastham

No.	Document	Date	Grantor
1.	Deed of Grant*	17/03/1959	Cammell Laird and Company (Shipbuilders & Engineers) Limited
2.	Deed of Grant*	17/03/1959	PJ Perry and IFVH Walker
3.	Deed of Grant*	17/03/1959	The Crown Estate Commissioner
4.	Deed of Grant*	09/04/1959	The Minister of Health
5.	Demise Deed of Rectification	15/12/1994 12/03/1997	UML Limited and van Den Bergh Foods Limited
6.	Deed of Grant (Supp) Licence for Cathodic Protection*	20/10/1959 07/03/1969	Unilever Ltd, Lever Brothers Port Sunlight Limited Joseph Lucas (Industries) Limited
7.	Licence*	17/11/1959	Central Electricity Generating Board and Unilever Limited
8.	Deed of Grant* Deed of Grant for Cathodic Protection*	14/10/1959 03/10/1962	The Borough of Bebington
9.	Notice of Approval to Realignment south of Bromborough Dock	28/08/1958	The Borough of Bebington
10.	Copy Conveyance	02/03/1964	Shell Petroleum Company Limited (1) Shell Petroleum Company of the United Kingdom Limited (2)
11.	Bundle of obsolete Unilever documents		Cammell Laird and Company (Shipbuilders & Engineers) Limited
12.	Bundle of miscellaneous documents		PJ Perry and IFVH Walker

YP1251-2: 28" Crude Oil Pipeline - Section between Eastham and Stanlow

No.	Document	Date	Grantor
1.	Deed of Grant	31/03/1967	Bebington Borough Council
2.	Deed of Grant	09/02/1967	Chester County Council
3.	Deed of Grant Deed of Grant (connection to valve pit)	07/03/1968 07/03/1968	The Secretary of State for Defence
4.	Deed of Grant	04/04/1967	Unilever Merseyside Limited
5.	Deed of Grant	31/01/1969	Caldwell
6.	Deed of Grant	06/12/1966	CA Edwards
7.	Deed of Grant	24/01/1966	Dr EL Hamm
8.	Tenant's Consent	30/11/1965	Eastham Cricket Club
9.	Deed of Grant	05/11/1966	GL Bragg
10.	Deed of Grant	03/02/1967	TH Molyneux
11.	Deed of Grant	05/04/1967	RC Naylor (Executors)
12.	Deed of Grant	01/02/1967	Birkenhead County Borough Council
13.	Deed of Grant	26/01/1967	Bowaters UK Pulp and Papermills Limited
14.	Deed of Grant	03/04/1967	Burleydam Nurseries (Chester) Limited
15.	Deed of Grant	03/04/1967	S Peers
16.	Deed of Grant	03/04/1967	R Poole and Others
17.	Deed of Grant	23/02/1967	JA Saunders and E Saunders
18.	Deed of Grant	22/11/1966	P Owen (Trustees)
19.	Register entries title number CH349204 Register entries title number CH352751 Register entries title number CH353542 Deed of Grant	29/04/1996	Redrow Homes (Northern) Limited
20.	Deed of Grant Supplemental Deed of Grant Deed of Variation	03/04/1967 03/04/1967 06/08/1990	JS Hourd JS Hourd Redrow Homes (Northern) Limited and Barclays Bank Plc

No.	Document	Date	Grantor
21.	Deed of Grant	26/09/1966	G Percy Trentham Limited
22.	Deed of Grant	14/12/1966	LWL Collie
23.	Deed of Grant	26/06/1967	HD Morgan
	Supplemental Deed of Grant	26/06/1967	HD Morgan
24.	Deed of Grant	16/06/1967	WJ Littler
25.	Deed of Grant	31/03/1967	The Church Commissioners for England
26.	Deed of Grant	22/02/1967	HL Dixon
27.	Deed of Grant	15/12/1969	British Waterways Board
28.	Deed of Grant	22/04/1966	British Railways Board
29.	Deed of Grant	02/03/1967	Ellesmere Port Borough Council
30.	Street Works Consent		Ellesmere Port Borough Council
31.	Street Works Consent		Cheshire Count Council
32.	Street Works Consent		Ministry of Transport

YP3460: Gas Oil Pipeline between Tranmere and Stanlow

No	Document	Date	Grantor
1.	Deed of Grant	14/08/1974	The Trustees of the Royal Mersey Yacht Club
2.	Register Entries Freehold Title Number CH74756 to Royal Rock Hotel		The title for this land is with Essar Oil UK
3.	Deed of Grant	30/09/1974	Executors of Mrs LK Chiocchi, Dec'd
4.	Deed of Grant	16/11/1973	The Crown Estate Commissioners
5.	Deed of Grant	10/12/1974	Trustees of the Rock Park Estate
6.	Demise *	15/12/1994	UML Limited & Van den Burgh
	Deed of Rectification *	12/03/1997	Foods Limited
7.	Licence	20/12/1972	Unilever UML Limited Van den Burgh and Jurgens Limited and Austin Group Packaging Limited
8.	Deed of Grant	25/07/1975	Lucas Industries Limited

No	Document	Date	Grantor
9.	Demise	13/12/1993	Manchester Ship Canal Company
10.	Deed of Grant	27/08/1974	Trustees of the RC Naylor Settlement
	Supplemental Deed of Grant	27/08/1974	
11.	Deed of Grant	07/06/1974	Cheshire County Council
12.	Deed of Grant	21/05/1974	Bowaters United Kingdom Paper Company Limited
13.	Deed of Grant	19/07/1974	Burleydam Nurseries (Chester) Limited
14.	Deed of Grant	28/07/1975	Mr and Mrs S Peers
15.	Deed of Grant	05/03/1974	R Poole
16.	Deed of Grant	07/12/1973	Mrs EL Southey and Mrs BM Cliffe
17.	Deed of Grant	15/10/1979	British Railways Board
18.	Deed of Grant	10/11/1975	Central Electricity Generating Board
19.	Deed of Grant	05/03/1974	H Baker, Esq. and Lloyds Bank Limited
20.	Deed of Grant	24.11/1977	Mrs SM Leigh
21.	Deed of Grant	23/04/1975	IFL Duncan and Mortgagees
	Supplemental Deed of Grant	23/04/1975	
22.	Deed of Grant	08/05/1975	JR Littler and Morgagees
	Supplemental Deed of Grant	08/05/1975	
23.	Deed of Grant	08/10/1975	The Church Commissioners for England
	Supplemental Deed of Grant	08/10/1975	
	Further Deed	17/01/1990	
24.	Deed of Grant	07/12/1973	Trustees of HL Dickson, Dec'd
25.	Deed of Grant	05/03/1976	British Waterways Board
26.	Deed of Grant	26/05/1983	Ellesmere Port and Neston Borough Council
	Deed of Covenant	26/05/1983	
27.	Copy Deed of Grant	28/08/1986	Burmah Oil Trading Limited (1) Shell U.K. Limited (2)
28.	Conveyance and Assignment	28/08/1986	Burmah Oil Trading Limited

* See Tranmere Stanlow Crude Line deeds

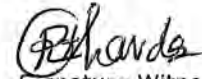
SCHEDULE 7

ASSET LIST

Executed as a deed by the Landlord acting by S. THANGA PANDIAN
a director acting in the presence of)



Signature of Director



Signature Witness

Name: RAJESH CHAUDA

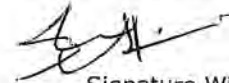
Address 83 UPTON DRIVE CHESTER CH21B7

Occupation: LAWYER

Executed as a deed by the Tenant acting by MICHAEL GAYNOR
a director acting in the presence of)



Signature of Director



Signature Witness

Name: TARIQ GHANI

Address 30 CHELSEA RD. SIS 7TH.

Occupation: TREASURY ANALYST

Dated: 31st December 2019

- (1) Essar Oil (UK) Limited
- (2) Stanlow Oil Terminal Limited

LEASE OF PART OF A BUILDING (OFFICE)

relating to premises known as offices at Gate No. 1 Oil Sites Road, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, England, CH65 4BD

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LAND REGISTRY PRESCRIBED CLAUSES

LR1.	Date of lease	31 st December	2019
LR2.	Title number(s)		
LR2.1	Landlord's title number(s)	CH493838.	
LR2.2	Other title numbers	None.	
LR3.	Parties to this lease		
	Landlord	ESSAR OIL (UK) LIMITED (incorporated and registered in England and Wales under company registration number 07071400), the registered office of which is at The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.	
	Tenant	STANLOW OIL TERMINAL LIMITED (incorporated and registered in England and Wales under company registration number 11456916), the registered office of which is at Gate No. 1 Oil Sites Road, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, England, CH65 4BD.	
LR4	Property	<p>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.</p> <p>The property described as the "Premises" in clause 1 of this Lease.</p>	
LR5.	Prescribed statements etc	None.	
LR6.	Term for which the Property is leased	The term as specified in clause 3.1 of this Lease.	
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 rights 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 specified in this Lease at Part 1 of Schedule 1.
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	As specified in this Lease at Part 2 of Schedule 1.
LR12.	Estate rentcharge burdening the Property	None.
LR13.	Application for standard form of restriction	None.
LR14.	Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

LEASE

PARTIES

- (1) the Landlord named in clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**"); and
- (2) the Tenant named in clause LR3 and its successors in title (the "**Tenant**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Lease uses the following definitions:

"1925 Act"

Law of Property Act 1925;

"1954 Act"

Landlord and Tenant Act 1954;

"1986 Act"

Insolvency Act 1986;

"1995 Act"

Landlord and Tenant (Covenants) Act 1995;

"1996 Act"

Arbitration Act 1996;

"Accounting Period"

the annual period ending on 30 September in each year or any other date as the Landlord may decide and notify to the Tenant;

"Act"

any act of Parliament and any delegated law made under it;

"AGA"

an authorised guarantee agreement (as defined in section 16 of the Landlord and Tenant (Covenants) Act 1995);

"Applicable Law"

the laws of, or having application in, England, including any applicable supra-national, national, provincial, municipal or governmental statute, ordinance or other law, secondary legislation, directives, regulations, resolutions, statutory guidance and codes of practice having the force of law, civil, criminal or administrative law, common law, a notice, order, judgment, decision, licence, consent, permit, authorisation or other approval (including any conditions attached thereto) or any rule, code, direction, ruling or other requirement from any governmental, administrative or regulatory agency or body or a court, tribunal or other assembly conducting judicial business.

"Asset Services Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Asset Services Agreement;

"Building"

the building known as offices at Gate No. 1 Oil Sites Road, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, England, CH65 4BD shown edged red on Plan 1 including all alterations, additions and improvements and all landlord's fixtures forming part of it at any time during the Term;

"Building Management Systems"

all or any of the following used within or serving the Building that do not exclusively serve any Lettable Unit:

- (a) lighting systems;
- (b) security, CCTV and alarm systems;
- (c) access control systems;
- (d) traffic control systems;
- (e) audio and audio-visual systems;
- (f) wireless, phone, data transmission and other telecommunications systems;
- (g) air ventilation and filtration;
- (h) air-conditioning, heating and climate control systems;
- (i) water heating, filtering and chilling systems;
- (j) fire detection, alarm and sprinkler systems;

and all control systems, plant, machinery, equipment, Supplies and Conducting Media used in connection with them;

"Business Day"

any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

"Common Parts"

any part of, or anything in, the Building that does not form part of a Lettable Unit and that is, in accordance with clause 5.7, used or available for use by:

- (a) the Tenant in common with others;
- (b) the Landlord in connection with the provision of the Services; or
- (c) visitors to the Building;

"Company"

includes:

- (a) any UK registered company (as defined in section 1158 of the Companies Act 2006);

- (b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006;
- (c) any unregistered company (to include any association); and
- (d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000;

"Conducting Media"

any media for the transmission of Supplies but not including any service risers or any other airspace through which the media run;

"Control"

(a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such of the members of the board of directors or other governing body of a person as are able to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person (and for this purpose references to the power to appoint or remove directors shall be interpreted in accordance with section 1159(3) and schedule 6 of the Companies Act 2006); or

(b) the holding or possession of the beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly) which confer in aggregate on the holders thereof 50% or more of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters (including acting as general partner, manager or responsible entity of any partnership);

"Controlling Entity"

any entity or person with Control (directly or indirectly) of the Counterparty;

"Current Guarantor"

someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA;

"Denied Person"

a person or entity that is:

- (a) listed on any Sanctions List or the Denied Persons List;
- (b) has been convicted of an offence under the Anti-Terrorism, Crime and Security Act 2001, the Bribery Act 2010 and/or the Proceeds of Crime Act 2002 (both as amended from time to time) and/or the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time;
- (c) the subject of Sanctions;
- (d) subject to restrictions in the Landlord's banking documents which prohibit the Landlord from trading or having contractual relations with such a person or entity;

"Denied Persons List"

the Denied Persons List maintained by the United States Bureau of Industry and Security from time to time;

"Economic Entitlement"

the right to receive:

- (a) any distribution (directly or indirectly) from the relevant entity;
- (b) any return repayment or redemption of capital (either share or loan capital) or equivalent of the relevant entity;
- (c) any other economic entitlements of an owner, member, limited partner, unit holder or other participant (in any form) of the relevant security

"Electronic Communications Apparatus"

"electronic communications apparatus" as defined in section 151 of the Communications Act 2003;

"End Date"

the last day of the Term (however it arises);

"Environmental Performance"

all or any of the following:

- (a) the consumption of energy and associated generation of greenhouse gas emissions;
- (b) the consumption of water;
- (c) waste generation and management; and
- (d) any other environmental impact arising from the use or operation of the Premises or the Building;

"EPC"

an Energy Performance Certificate and Recommendation Report (as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012);

"Group Company"

in relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act;

"Insured Risks"

the risks of fire (including subterranean fire), lightning, explosion, storm, flood, subsidence, landslip, heave, earthquake, burst or overflowing water pipes, tanks or apparatus, impact by aircraft or other aerial devices and any articles dropped from them, impact by vehicles, terrorism, riot, civil commotion and malicious damage to the extent, in each case, that cover is generally available on normal commercial terms in the UK insurance market at the time the insurance is taken out, and any other risks against which the Landlord reasonably insures from time to time, subject in all cases to any excesses, limitations and exclusions imposed by the insurers;

"Interest Rate"

four per cent above:

1. the one (1) month London interbank offered rate for Pounds Sterling as published by Reuters at page "LIBOR 01" (or such other page as may replace that page on that

service) at 11.00 am on the second Business Day prior to the first day of such month or, if no such rate is then quoted, on the immediately preceding day on which such rate is so quoted; or

2. if such quote is not available, the average rate at which one (1) month deposits in Pounds Sterling are offered by the Reference Banks in the London interbank market;

"Interested Person"

in relation to an entity a person or entity who (directly or indirectly) has or exercises Control of that entity or is a Controlling Entity of that entity;

"Lease"

this lease, which is a "new tenancy" for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995, and any document supplemental to it;

"Lettable Unit"

accommodation within the Building from time to time let or occupied or intended for letting or occupation, but excluding accommodation let or occupied for the purposes of providing any of the Services;

"Main Rent"

US\$50,000.00 (fifty thousand American dollars) per annum;

"Notice"

any notice, notification or request given or made under this Lease;

"Oil Major/Competitor"

means one or all of the following companies, a Group Company of or a joint venture involving one of or a Group Company of such a joint venture of: Saudi Aramco, Sinopec, China National Petroleum Corporation, PetroChina, Exxon Mobil, Royal Dutch Shell, Kuwait Petroleum Corporation, BP, Total SA, Lukoil, Eni, Valero Energy, Chevron Corporation, PDVSA, Pemex, National Iranian Oil Company, Gazprom, Petronas, China National Offshore Oil, Marathon Petroleum, PTT, Rosneft, JX Holdings, Engie, Petrobras, Statoil, Indian Oil Corporation, Sonatrach, Reliance Industries, Pertamina, Conoco Phillips or GS Caltex or a company operating in the midstream or downstream areas of the petroleum industry or a competitor of the Landlord;

"Operation and Maintenance Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Operation and Maintenance Agreement;

"Outgoings"

all or any of:

- (a) all existing and future rates (excluding business rates), taxes, duties, charges, and financial impositions charged on the Premises or any owner or occupier of them except for:
 - (i) tax (other than VAT) on the Rents payable; and
 - (ii) any tax arising from the Landlord's dealing with its own interests;
- (b) Supply Costs for the Premises; and

- (c) a fair and reasonable proportion of the Outgoings referred to in paragraphs (a) and (b) charged in respect of the Premises and any other parts of the Building to the extent that those amounts do not form part of the Service Costs;

"Permitted Use"

the use of the Premises as offices within Class B1(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987;

"Prohibited Entity"

at the relevant time:

- (a) an entity or person who is a Denied Person;
- (b) an entity that has an Interested Person who is a Denied Person;
- (c) until such time as the Asset Services Agreement has expired (and not been renewed) or the Asset Services Agreement is terminated due to the insolvency or default of the Landlord (but not thereafter) an Oil Major/Competitor;

"Planning Acts"

every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings;

"Planning Permission"

any permission, consent or approval given under the Planning Acts;

"Plans"

any of the plans contained in this Lease;

"Premises"

the premises known as first floor offices Gate No. 1 Oil Sites Road, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, England, CH65 4BD at forming part of the Building and shown edged red on the Plan 2:

- (a) Including:
 - (i) all plaster and other internal surfacing materials and finishes on the structural walls, floors and ceilings of the Premises and on the other structural parts of the Building within or bounding the Premises;
 - (ii) windows and window frames but excluding the external decorative finishes of any windows on the external walls of the Building or dividing the Premises from the Common Parts;
 - (iii) doors and door frames but excluding the external decorative finishes and frames of any that divide the Premises from the Common Parts;
 - (iv) the plaster and other internal surfacing and finishes on any non-structural walls separating the Premises from any Common Parts;
 - (v) one half severed vertically of any non-structural walls separating the Premises from any adjoining Lettable Units;
 - (vi) the entirety of any non-structural walls wholly within the Premises;

- (vii) the raised floor systems and finishes to the upper surfaces of the raised floor systems;
 - (viii) all Conducting Media and landlord's plant, equipment and fixtures within and exclusively serving the Premises including the Tenant's fire detection, alarm and sprinkler systems (if any) up to the point of connection with the Landlord's fire detection, alarm and sprinkler systems;
 - (ix) all tenant's fixtures; but
- (b) excluding:
- (i) all load bearing and exterior walls and the floors and ceilings of the Premises (other than those included above);
 - (ii) all structural parts of the Building;
 - (iii) the entirety (subject to paragraph (a)(iv) of this definition) of any non-structural walls separating the Premises from any Common Parts;
 - (iv) the airspace within any service risers that run through the Premises;
 - (v) the Landlord's fire detection, alarm and sprinkler systems (if any) up to the point of connection with the Tenant's fire detection, alarm and sprinkler systems; and
 - (vi) the Building Management Systems (if any) within the Premises;

"Prohibited Entity"

at the relevant time an entity or person who is a Prohibited Entity under the Leases;

"Reference Banks"

Barclays Bank PLC, Lloyds Bank Plc and The Royal Bank of Scotland plc, or such other banks as may be selected by the Parties from time to time;

"Rent Commencement Date"

The Term Start Date;

"Rent Days"

25th March, 24th June, 29th September and 25th December;

"Rent Review Date"

the 1st of April 2020 and the 1st April in each year of the Term thereafter and references to "the Rent Review Date" mean the relevant Rent Review Date;

"Rents"

the Main Rent, the Service Charge, any VAT payable on them and any interest payable under clause 4.5;

"Sanctions"

the economic sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the Office of Foreign Assets Control, the United States Department

of State, any other U.S. government entity, the United Nations Security Council, any United National Security Council Sanctions Committee, the European Union or Her Majesty's Treasury of the United Kingdom;

"Sanctions List"

- (a) the sanctions list maintained by the United Kingdom Foreign and Commonwealth Office (as amended from time to time);
- (b) the Consolidated List of persons, groups and entities subject to EU financial sanctions as maintained by the European External Action Service as at the date of this Lease (as amended from time to time);
- (c) the Consolidated Screening List as maintained by the United States Government (as amended from time to time); or
- (d) the list maintained by the System for Award Management of the United States Government (as amended from time to time);

"Service Charge"

US\$15,000.00 (fifteen thousand dollars) per annum;

"Services"

the services provided by the Landlord listed in Part 2 of Schedule 2;

"Stanlow Estate"

the Landlord's site at Stanlow which is shown edged blue on the attached plan entitled Essar Oil (UK) Ltd Stanlow extent;

"Supplies"

water, gas, foul and surface water drainage, electricity, heating;

"Supply Costs"

the costs of Supplies including procurement costs, meter rents and standing charges;

"Term"

the period of this Lease and (unless the Landlord and the Tenant have included provisions in this Lease intended to exclude sections 24 to 28 of the 1954 Act from this Lease) any statutory continuation of that period under the 1954 Act;

"Term End Date"

23:58 hrs *31st December* 2029;

"Term Start Date"

23:59hrs on *31st December* 2019;

"VAT"

value added tax or any similar tax from time to time replacing it or performing a similar function;

"VAT Supply"

a "supply" for the purpose of the Value Added Tax Act 1994;

"Wireless Data Services"

the provision of wireless data, voice or video connectivity or wireless services permitting or offering access to the Internet or any wireless network, mobile network or telecommunications system that involves a wireless or mobile device;

2. INTERPRETATION

In this Lease:

- 2.1 "notify", "notifies" or "notifying" means notify, notifies or notifying in writing in accordance with clause **6.3**;
- 2.2 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 2.3 all headings are for ease of reference only and will not affect the construction or interpretation of this Lease;
- 2.4 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.5 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 2.6 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 2.7 excepting any liability that the Landlord may incur under either the Asset Services Agreement or the Operation and Maintenance Agreement the Tenant will be liable for any breaches of its obligations in this Lease committed by:
 - 2.7.1 any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
 - 2.7.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
- 2.8 reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion;
- 2.9 where the Landlord has the right to impose regulations or to approve, decide, designate, nominate, request, require, specify, stipulate or express an opinion on any matter or thing under this Lease, that right will be subject to a condition that the Landlord will act reasonably and properly when exercising that right except where this Lease specifies that the Landlord has absolute discretion;
- 2.10 references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program;
- 2.11 references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them;

- 2.12 apart from in clause **4.6.1**, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
- 2.13 references to any sums being payable on demand or when demanded mean being payable when demanded in writing;
- 2.14 the Landlord's rights under **Part 2** of Schedule **1** may also be exercised by those authorised by the Landlord;
- 2.15 reference to "the Estate", "the Common Parts" or "the Premises" means the whole or an individual part or parts unless inappropriate in the context used;
- 2.16 reference to "adjoining premises" means any land or buildings adjoining or nearby the Estate, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises);
- 2.17 references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
- 2.18 "includes", "including" and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 2.19 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected; and
- 2.20 if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person's absolute discretion.

3. **DEMISE, TERM AND RENT**

- 3.1 The Landlord leases the Premises to the Tenant with full title:
 - 3.1.1 for a term starting on the Term Start Date and ending on the Term End Date;
 - 3.1.2 together with the rights listed in Part 1 of Schedule 1;
 - 3.1.3 excepting and reserving to the Landlord the rights listed in Part 2 of Schedule 1;
 - 3.1.4 subject to the provisions of any documents or matters specified or referred to in title number CH493838;
 - 3.1.5 subject to any easements, rights and privileges currently existing and affecting the Premises.
- 3.2 The Tenant must pay as rent:
 - 3.2.1 the Main Rent and all VAT in respect of it;
 - 3.2.2 the Service Charge;
 - 3.2.3 all interest payable under this Lease and
 - 3.2.4 all other sums due under this Lease.
- 3.3 Main Rent is not payable for any period before the Rent Commencement Date.
- 3.4 The Main Rent is payable by equal quarterly payments in advance on the Rent Days in every year. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that quarter.

- 3.5 The Rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant.
- 3.6 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.
- 3.7 The Main rent shall be increased in accordance with **Schedule 5** on the Review Date.
- 3.8 The Service Charge shall be increased by the same percentage by which the Main Rent is increased by on each Rent Review Date.

4. **TENANT'S OBLIGATIONS**

4.1 **Main Rent**

The Tenant must pay the Main Rent when due.

4.2 **Outgoings**

- 4.2.1 The Tenant must pay all Outgoings when demanded.
- 4.2.2 If any rates, taxes or other impositions are payable in respect of the Premises together with other property (including with the remainder of the Estate), the Tenant shall pay a fair proportion of the amount payable.
- 4.2.3 The Tenant will not agree any amendment to the business rates payable in relation to the Premises without the consent of the Landlord following and as a result of completion of this Lease and the Tenant agrees that the Landlord shall take the lead in any discussions with the local authority in any discussions regarding rating the Estate and the Premises when this Lease has been completed and the Landlord agrees that it will consult with the Tenant prior to and during any such discussions and will take account of any representations made by the Tenant the intention of both parties being to minimise the business rates payable in relation to the Estate and the Premises.
- 4.2.4 The Tenant will not enter into any discussions or negotiations on the rating value of the Premises and/or the Estate without keeping the Landlord informed of all such discussions and copied to all correspondence and allowing the Landlord to make such representations to the parties engaged in such discussions or negotiations as the Landlord shall think fit (acting reasonably).

4.3 **Service Charge**

The Tenant must pay the Service Charge in accordance with **Error! Reference source not found.** of Schedule 2.

4.4 **VAT**

- 4.4.1 The Tenant must pay:
- (a) VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and
- (b) on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue & Customs.
- 4.4.2 The Tenant must not do anything that would result in the disapplication of the option to tax in respect of the Landlord's interest in the Building.

4.5 **Interest on overdue payments**

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within 10 Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

4.6 **Reimburse fees incurred by the Landlord**

The Tenant must pay on demand the Landlord's costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

- 4.6.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act whether or not forfeiture is avoided by an order of the court;
- 4.6.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent;
- 4.6.3 carrying out works to the Premises to improve their Environmental Performance where the Tenant, in its absolute discretion, has consented to the Landlord doing so;
- 4.6.4 the preparation and service of any notice by the Landlord under section 17 of the Landlord and Tenant (Covenants) Act 1995 or section 81 Tribunals, Courts and Enforcement Act 2007; and
- 4.6.5 the preparation and service of a schedule of dilapidations served no later than six months after the End Date.

4.7 **Third party indemnity**

4.7.1 The Tenant must indemnify the Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or demand in respect of any personal injury or death, damage to any property and any infringement of any right arising from:

- (a) the state and condition of the Premises or the Tenant's use of them;
- (b) the exercise of the Tenant's rights.

4.7.2 In respect of any claim covered by the indemnity in clause 4.7.1, the Landlord must:

- (a) give formal notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;
- (b) provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
- (c) mitigate its loss (at the Tenant's cost) where it is reasonable for the Landlord to do so.

4.8 **Insurance**

The Tenant must comply with its obligations in Schedule 3.

4.9 **Repair and decoration**

4.9.1 The Tenant must:

- (a) keep the Premises in good and substantial repair and condition and clean and tidy;
- (b) keep all Conducting Media, plant, equipment or fixtures forming part of the Premises properly maintained and in good working order in accordance with good industry practice, the requirements of any Acts and any requirements of the Landlord's insurers; and
- (c) replace (where beyond economic repair) any Conducting Media and plant, equipment or fixtures forming part of the Premises with items of equivalent or better quality.

4.9.2 The Tenant must promptly replace any damaged glass forming part of the Premises with glass of equivalent appearance and of the same or better quality.

4.9.3 The Tenant must clean and repair all floor coverings in the Premises as often as reasonably necessary and, in the final three months of the Term, renew and replace them with floor coverings of a colour and quality first approved by the Landlord.

4.9.4 The Tenant must decorate the Premises as and when necessary and in the final six months of the Term. The colour scheme for the final internal redecoration must first be approved by the Landlord.

4.9.5 The obligations under this clause 4.9 exclude:

- (a) damage by any Insured Risk, except to the extent that payment of any insurance money is refused because of anything the Tenant does or fails to do and the Tenant has not complied with paragraph **Error! Reference source not found.** of Schedule 3; and
- (b) damage by any Uninsured Risk.

4.10 **Allow entry**

4.10.1 The Tenant must allow the Landlord to enter and inspect the Premises on reasonable notice.

4.10.2 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within a reasonable period after being notified of them and diligently complete any works required.

4.10.3 If the Tenant does not comply with clause 4.10.2, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under clause 6.1 will be unaffected.

4.11 **Alterations**

4.11.1 The Tenant must not carry out any alterations, works or installations to the Premises or outside the Premises unless it is expressly permitted to do so under this clause 4.11.

4.11.2 The Tenant may, with the Landlord's consent, carry out internal non-structural works to the Premises that will not have an adverse impact on the Environmental Performance of the Building or the Building Management Systems.

4.11.3 The Tenant may install, alter and remove tenant's fixtures and internal demountable partitioning that will not have an adverse impact on the Environmental Performance of the Building or the Building Management Systems without the Landlord's consent, but the Tenant must notify the Landlord promptly after completing those works. To enable those works to be carried out, the Tenant may drill fixing holes into the floors, ceilings, columns or walls within or bounding the Premises.

4.12 Signs and advertisements

The Tenant must not display any signs or advertisements on the Premises that are visible from outside the Building or any atrium or other Common Parts except, in either case, for business signs that indicate the Tenant's trading name in the style of and consistent with the Tenant's standard business signage that are visible only through the main entrance to the Premises.

4.13 Obligations at the End Date

4.13.1 By the End Date the Tenant must have removed at its own cost:

- (a) all tenant's and trade fixtures and loose contents from the Premises;
- (b) all Electronic Communications Apparatus and apparatus relating to Wireless Data Services installed by the Tenant or any undertenant at the Premises;
- (c) all signage installed by the Tenant or any undertenant at the Premises or elsewhere on the Building;
- (d) unless and to the extent that the Landlord notifies the Tenant not to do so not more than nine months and not less than two months before the End Date; and
- (e) without affecting any other Landlord's rights, any works that have been carried out by the Tenant in breach of any obligation in this Lease.

4.13.2 The Tenant must make good all damage to the Premises or the Building caused when complying with clause 4.13.1 and restore them to the same configuration, state and condition as they were in before the items removed were originally installed.

4.13.3 At the End Date the Tenant must:

- (a) give back the Premises (and the fixtures, plant and equipment in them) in good decorative order and in a state, condition and working order consistent with the Tenant's obligations in this Lease;
- (b) give back the Premises with vacant possession; and
- (c) hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file, EPC and asbestos survey.

4.13.4 If the Tenant has not removed all of its property from the Premises by the End Date and the Landlord gives the Tenant not less than five Business Days' notice of its intention to do so:

- (a) the Landlord may dispose of that property as the agent of the Tenant;
- (b) the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been disposed of in the genuine but mistaken belief that it belonged to the Tenant; and

- (c) the Landlord must pay to the Tenant the proceeds of the disposal after deducting the costs of transportation, storage and disposal incurred by the Landlord.

4.14 User

4.14.1 The Tenant must not use the Premises other than for the Permitted Use.

4.14.2 The Tenant must not use the Premises:

- (a) for any illegal or immoral activity;
- (b) as a betting office, an amusement arcade or in connection with gaming;
- (c) as offices to which members of the public are admitted, for any political or campaigning purposes or for any sale by auction; or
- (d) for the sale of alcohol for consumption on or off the Premises or for the preparation or cooking of food other than, in either case, in connection with staff and client catering facilities ancillary to the Permitted Use.

4.14.3 The Tenant must not:

- (a) keep in the Premises any plant, machinery or equipment (except that properly required for the Permitted Use) or any petrol or other explosive or specially flammable substance;
- (b) cause any nuisance or damage to the Landlord or the other tenants or occupiers of the Building or to the owners, tenants or occupiers of any adjoining premises;
- (c) overload any part of the Premises or the Building or any plant, machinery, equipment or Conducting Media;
- (d) do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant; or
- (e) operate any apparatus so as to interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services elsewhere in the Building or on any adjoining premises.

4.14.4 The Tenant must not install or use Electronic Communications Apparatus or apparatus relating to Wireless Data Services within the Premises unless solely for use in connection with the lawful occupier's business at the Premises. Landlord's consent must be obtained prior to installation.

4.14.5 When exercising any right granted to it for entry to any other part of the Building the Tenant must:

- (a) cause as little damage and interference as is reasonably practicable to the remainder of the Building and the business of its tenants and occupiers and make good any physical damage caused; and
- (b) comply with the Landlord's requirements and those of any other tenants and occupiers of the Building who are affected.

4.14.6 The Tenant must provide the Landlord with the names, addresses and telephone numbers of not fewer than two people who from time to time hold keys and any security access codes to the Premises and who may be contacted in an emergency if the Landlord needs access to the Premises outside the Tenant's normal business hours.

- 4.14.7 The Tenant must not use any parking spaces in respect of which the Tenant is granted rights under paragraph 6 of Part 1 of Schedule 1:
- (a) except for the parking of vehicles belonging to persons working at the Premises or any authorised visitors to the Premises; or
 - (b) for the repair, refuelling or maintenance of any vehicles.

4.14.8 The Landlord gives no warranty to the Tenant that the Permitted Use is or will remain a lawful or permitted use for the Premises under planning legislation.

4.15 Dealings with the Premises

4.15.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Premises in whole or in part, or enter into any agreement to do so, except as authorised under this clause 4.15.

4.15.2 The Tenant may, with the Landlord's consent, assign the whole of the Premises.

4.15.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:

- (a) the Tenant may not assign to a Current Guarantor;
- (b) any consent to assign will be subject to a condition that:

- (i) the assigning tenant (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) gives the Landlord an AGA; and

- (ii) any guarantor of the assigning tenant gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA;

in each case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment

- (c) any consent to assign may (to the extent reasonably required by the Landlord) be subject to either or both of the following conditions:

- (i) that a guarantor (approved by the Landlord) that is not a Current Guarantor guarantees the assignee's performance of the Tenant's obligations in this Lease; and

- (ii) the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not less than six months' Main Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's obligations in this Lease with a charge over the deposit;

in either case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment

- (d) the Landlord may refuse consent to assign if:

- (i) the Tenant has not paid in full all Rents and other sums due to the Landlord under this Lease that are not the subject of a legitimate dispute about their payment;

- (ii) if the proposed assignee is not a person who in the Landlord's reasonable opinion is likely to be able to comply with the tenant covenants in this lease;

- (iii) the accounts of the proposed assignee or its guarantor have not been audited or, if they have been audited, relate to a period or periods the most recent of which expired more than eleven months before the date of the application for consent to assignment;
 - (iv) the proposed assignee or its guarantor is a company incorporated in or an individual resident in a country outside the United Kingdom and there is no treaty for the mutual enforcement of judgments between the United Kingdom and that country unless, in relation to a company, it carries on and maintains a business in the United Kingdom and, in the opinion of the Landlord, it has sufficient assets in the United Kingdom to enable it to meet its liabilities under this Lease;
 - (v) the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government;
 - (vi) the proposed assignee is a Group Company of the Tenant;
 - (vii) the proposed assignee is a Current Guarantor;
 - (viii) the proposed assignee is a Prohibited Entity;
 - (ix) the assignee will not at the same time as the assignment of the Lease also take an assignment of the Asset Services Agreement and the Operation and Maintenance Agreement (while those agreements remain in force);
- (e) the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so; and
 - (f) the Landlord may require any other condition to the Landlord's consent if it is reasonable to do so.

4.15.4 The provisions of Schedule 4 apply to underlettings of the Premises and the Tenant must comply with its obligations in that Schedule

4.15.5 The Tenant may charge the whole of the Premises to a genuine lending institution without the Landlord's consent but the Tenant must notify the Landlord under clause 4.16 of any charge created.

4.15.6 In addition to the provisions of this clause 4.15, the Tenant may share occupation of the Premises with a Group Company of the Tenant on condition that:

- (a) the Tenant notifies the Landlord of the identity of the occupier and the part of the Premises to be occupied;
- (b) no relationship of landlord and tenant is created or is allowed to arise;
- (c) the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant; and
- (d) the Tenant notifies the Landlord promptly when the occupation ends.

4.16 Registration of dealings

4.16.1 The Tenant must provide the Landlord with a certified copy of every document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the

grant of any interest) within two weeks after the transfer or grant of that interest.

- 4.16.2 The Tenant must, on reasonable request, supply details to the Landlord of the names and addresses of anyone in occupation of the Premises, whether they are in occupation for the purpose of carrying on a business, the areas they occupy, the rents paid and the terms upon which they are in occupation.

4.17 **Notifying the Landlord of notices or claims**

The Tenant must notify the Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.

4.18 **Comply with Acts**

- 4.18.1 The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.
- 4.18.2 The Tenant must not do or fail to do anything in respect of the Premises or the Building or their use and occupation the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act.
- 4.18.3 The Tenant must promptly notify the Landlord of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

4.19 **Planning Acts**

- 4.19.1 The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.
- 4.19.2 The Tenant must not apply for any Planning Permission except where any approval or consent required under any other provisions in this Lease for development or change of use has already been given and the Landlord has approved the terms of the application for Planning Permission.
- 4.19.3 The Tenant may only implement a Planning Permission that the Landlord has approved.
- 4.19.4 The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) or changing the use of the Premises. The Tenant will not be responsible under this Lease for any corresponding sums that become due as a result of any permitted development to or change of use of the Building carried out by the Landlord or any other occupier of the Building.

4.20 **Rights and easements**

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:

- 4.20.1 the Tenant must notify the Landlord; and
- 4.20.2 the Tenant must, at its own cost, help the Landlord in any way that the Landlord reasonably requests to prevent that acquisition.

4.21 **Management of the Building**

- 4.21.1 The Tenant must not load or unload vehicles except on the parts of the Building that it is permitted to use for that purpose by paragraph 2 of Part 1 of Schedule 1.
- 4.21.2 The Tenant must not park vehicles in the Common Parts except in any areas that it is permitted to use for that purpose by paragraph 5 of Part 1 of Schedule 1.
- 4.21.3 The Tenant must not obstruct the Common Parts in any way or leave any goods on them.
- 4.21.4 The Tenant must not deposit rubbish anywhere on the Building except in skips or bins provided for that purpose which the Tenant itself provides on the Premises and, if the Tenant brings skips or bins onto the Premises, it must arrange for them to be removed or emptied regularly.
- 4.21.5 The Tenant must not use the Common Parts other than for the purposes designated under clause 5.7.
- 4.21.6 The Tenant must comply with all reasonable regulations notified to it or contained within any relevant tenant guide or handbook for the Building published by the Landlord from time to time. No regulations may impose obligations on the Tenant that are inconsistent with the Tenant's rights and obligations under this Lease.

4.22 **Registration at the Land Registry**

- 4.22.1 The Tenant must:
 - (a) within two months of the date of this Lease, apply to register and then take reasonable steps to complete the registration of this Lease and the Tenant's rights at HM Land Registry; and
 - (b) provide the Landlord with an official copy of the registered title promptly after receipt.
- 4.22.2 The Tenant must within four weeks after the End Date, apply to HM Land Registry to close and then take reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title(s) to the Building any reference to this Lease and the Tenant's rights.

4.23 **Applications for consent or approval**

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide the Landlord with a complete and accurate copy of the heads of terms for any proposed dealing (if applicable) and all plans, drawings, specifications, documents and any other information required by the Landlord.

5. **LANDLORD'S OBLIGATIONS**

5.1 **Quiet enjoyment**

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

5.2 **Insurance**

The Landlord must comply with the Landlord's obligations in Schedule 3.

5.3 **Services**

The Landlord must comply with its obligations in Part 1 of Schedule 2.

5.4 **Repayment of rent**

5.4.1 The Landlord must refund any Main Rent paid in advance by the Tenant in relation to the period falling after the End Date within 10 Business Days after the End Date.

5.4.2 Clause 5.4.1 will not apply if the Landlord ends this Lease under clause 6.1 or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

5.5 **Entry Safeguards**

The Landlord must, when entering the Premises to exercise any Landlord's rights:

5.5.1 give the Tenant at least three Business Days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);

5.5.2 comply with the Tenants reasonable requirements relating to health and safety which are notified to it in writing;

5.5.3 where required by the Tenant, be accompanied by the Tenant's representative but the Tenant must make that representative available; and

5.5.4 repair any physical damage that the Landlord causes as soon as reasonably practicable.

5.6 **Scaffolding**

5.6.1 The Landlord must ensure that in relation to any scaffolding erected outside the Premises in exercise of the Landlord's rights under this Lease:

(a) it is removed as soon as reasonably practicable, with any damage caused to the exterior of the Premises made good;

(b) it causes as little obstruction as is reasonably practicable to the entrance to the Premises.

5.6.2 If the Tenant's business signage is obstructed or interfered with by the scaffolding, the Landlord will permit the Tenant to display a sign (approved by the Landlord) on the exterior of the scaffolding in front of the Premises so that it is visible to the public.

5.7 **Designation of Common Parts and use of rights**

5.7.1 The Common Parts and the Estate Common Parts designated by the Landlord for the Tenant's use under Part 1 of Schedule 1 must include those Common Parts that are from time to time necessary for the use and enjoyment of the Premises for their intended use.

5.7.2 If the Landlord does not designate specific Common Parts for the Tenant's use, the Tenant will be entitled to use all Common Parts that are from time to time necessary for the reasonable and proper enjoyment of the Premises for their intended use but the Tenant will not have the right to use any Common Parts used solely by the Landlord for the provision of the Services.

6. **AGREEMENTS**

6.1 **Landlord's right to end this Lease**

- 6.1.1 If any event listed in clause **6.1.2** occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.
- 6.1.2 The events referred to in clause **6.1.1** are as follows:
- 6.1.2.1 any of the Rents are unpaid for 21 days after becoming due whether or not formally demanded; and
- 6.1.2.2 the Tenant breaches this Lease.
- 6.1.3 If the Landlord has received notice of any charge, debenture, mortgage or any other security granted over the Premises by the Tenant, the Landlord must not exercise its rights under **clause 6.1.1** unless and until it has:
- 6.1.3.1 given notice to the holder of that security of any breach by the Tenant of the relevant obligation or term of this Lease; and
- 6.1.3.2 given the holder of that security a reasonable period of time in which to remedy the breach.
- 6.1.4 Neither the existence nor the exercise of the Landlord's right under clause **6.1.1** will affect any other right or remedy available to the Landlord.
- 6.1.5 In this clause 6 references to "the Tenant", where the Tenant is more than one person, include any one of them

6.2 **No acquisition of easements or rights**

- 6.2.1 Unless they are expressly included in Part 1 of Schedule 1, the grant of this Lease:
- (a) does not include any liberties, privileges, easements, rights or advantages over the Building or any adjoining premises; and
- (b) excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.
- 6.2.2 The Tenant has no rights that would restrict building or carrying out of works to the Building or any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.
- 6.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must permit the exercise of these reserved rights without interference or objection.
- 6.2.4 The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises or the Building.
- 6.2.5 The Tenant has no rights to enforce, release or modify or to prevent the release, enforcement or modification of the benefit of any obligations, rights or conditions to which any other property within the Building or any adjoining premises is or are subject.

6.3 Service of Notices

- 6.3.1 Any notice must be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to or left at the registered office or, if they do not have a registered office, to the last known address in the United Kingdom of the recipient or to any other address in the United Kingdom, that the recipient, has specified as its address for service by giving not less than ten Business Days' notice under this clause 6.3. Any notice to be served on the Tenant may be sent by pre-paid first class or special delivery to or otherwise delivered to or left at the Premises.
- 6.3.2 A notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at the time the notice is delivered to or left at the recipient's address if delivered to or left at that address.
- 6.3.3 If a notice is treated as served on a day that is not a Business Day or after 5.00pm on a Business Day it will be treated as served at 9.00am on the immediately following Business Day.
- 6.3.4 Service of a formal notice by fax or e-mail is not a valid form of service under this Lease.

6.4 Contracts (Rights of Third Parties) Act 1999

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

6.5 Contracting-out

- 6.5.1 The Landlord and the Tenant confirm that before the date of this Lease:
- (a) a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on 23.12.2019; and
- (b) a statutory declaration dated 23.12.2019 complying with paragraph 8 of Schedule 2 to that Order was made by *Sinead McGrath* who the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf.
- 6.5.2 The Landlord and the Tenant agree and declare that the provisions of sections 24-28 (inclusive) of the 1954 Act do not apply to the tenancy created by this Lease.
- 6.5.3 The Landlord and the Tenant confirm that there is no agreement for this Lease.

6.6 Energy Performance Certificates

- 6.6.1 The Tenant must not obtain or commission an EPC in respect of the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012. If the Tenant is required to obtain an EPC, the Tenant must (at the Landlord's option) obtain an EPC from an assessor approved by the Landlord or pay the Landlord's costs of obtaining an EPC for the Premises.
- 6.6.2 The Tenant must cooperate with the Landlord, so far as is reasonably necessary, to allow the Landlord to obtain any EPC for the Premises or the Building and:
- (a) provide the Landlord (at the Landlord's cost) with copies of any plans or other information held by the Tenant that would assist in obtaining that EPC; and

(b) allow such access to the Premises to any energy assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.

6.6.3 The Tenant must give the Landlord written details on request of the unique reference number of any EPC the Tenant obtains or commissions in respect of the Premises.

6.6.4 The Landlord must give the Tenant written details on request of the unique reference number of any EPC the Landlord obtains or commissions in respect of the Premises or the Building.

7. CHANGE OF CONTROL

In the event that a Prohibited Entity acquires Control of the Tenant or any undertenant, irrespective of whether any person previously had Control of the Tenant or any undertenant, or in the event that any person who has Control of the Tenant or any undertenant should become a Prohibited Entity, then the Landlord shall be entitled to terminate this Lease on notice to the Tenant.

8. BREAK CLAUSE

9. The Tenant may end the Term at any time by giving the Landlord not less than 12 months' notice following which the Term will end on that date ("Break Date").

10. If this Lease ends under this clause 10 this will not affect the rights of any party for any prior breach of an obligation in this Lease.

11. OPTION TO RENEW

11.1 This **clause 11** uses the following definitions:

"Advance Notice"

a notice by which the Tenant notifies the Landlord that it intends to exercise the Option;

"Advance Notice Period"

the period starting on the date two months before the start of the Option Notice Period and ending on the date two months before the end of the Option Notice Period;

"New Lease"

- a lease of the Premises;
- for a term of 10 years starting on the day following the Term End Date;
- reserving a Main Rent equal to the amount of the Main Rent reserved under this Lease on the Term End Date;
- containing rent reviews on the 1st April 2030 and the 1st April in each year of the Term thereafter;
- omitting the option to renew in this **clause 11**;
- guaranteed by any person who, on the Term End Date, is a guarantor of the Tenant under this Lease (not being a guarantor under an authorised guarantee agreement); and
- if the Landlord has served a Warning Notice under **clause 11.2.2**, including an agreement to exclude the provisions of sections 24 to 28 of the 1954 Act in relation to the tenancy created by the New Lease in accordance with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and
- otherwise on the same terms as this Lease.

"Option"

the option to renew in **clause 11.3**;

"Option Notice"

a notice by which the Tenant notifies the Landlord that it is exercising the Option;

"Option Notice Period"

the period of six months starting on the date 12 months before the Term End Date;

"Statutory Declaration"

a statutory declaration made by the Tenant in accordance with paragraph 4 of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;

"Warning Notice"

a notice in relation to the tenancy to be granted by the New Lease given in accordance with section 38A(3)(a) of the 1954 Act; and

11.2 Precondition to the exercise of the option

11.2.1 The Tenant must not exercise the Option unless and until it has given the Landlord an Advance Notice during the Advance Notice Period. Giving an Advance Notice will not oblige the Tenant to exercise the Option.

11.2.2 If the Tenant gives the Landlord an Advance Notice, the Landlord may serve a Warning Notice on the Tenant within the period of one week starting on the date on which the terms of the New Lease have been agreed or decided. If the Landlord does so, the Tenant must not exercise the Option unless and until it has given the Landlord a Statutory Declaration.

11.3 Option to renew

Subject to the provisions of **clause 11.2**, the Tenant may renew this Lease by giving the Landlord an Option Notice during the Option Notice Period.

11.4 Grant of the new lease

11.4.1 If the Tenant exercises the Option:

11.4.1.1 the Landlord must grant and the Tenant must accept the grant of a New Lease as soon as reasonably practicable after the Tenant has exercised the Option; and

11.4.1.2 as soon as reasonably practicable after the Tenant has served the Advance Notice, the Landlord must prepare the draft of the New Lease and submit it to the Tenant. The Landlord and the Tenant must then take reasonable steps to agree the terms of the New Lease. The Landlord must provide an engrossment of the New Lease to the Tenant once those terms have been agreed.

11.5 Resolution of disputes

If the Landlord and the Tenant cannot agree the terms of the New Lease, either the Landlord or the Tenant may require the terms of the New Lease to be decided by an independent arbitrator who must be a solicitor having extensive experience in drafting leases of premises similar to the Premises. If the Landlord and the Tenant cannot agree on the identity of the arbitrator, the arbitrator will be appointed by the President of the Law Society on the

application of either the Landlord or the Tenant. The arbitration must be conducted in accordance with the Arbitration Act 1996.

11.6 Registration of the option

11.6.1 The option to renew in this **clause 11** will be of no effect unless the Tenant protects it by the registration of a Unilateral Notice at the Land Registry against the Landlord's Title within one month after the date of this Lease.

11.6.2 The Landlord agrees not to object to the registration of a Unilateral Notice.

11.7 Time of the essence

Time is of the essence in respect of the obligations in **clause 11.2, clause 11.3 and clause 11.6.**

12. JURISDICTION

12.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

12.2 Subject to clause 12.3 and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

12.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

13. LEGAL EFFECT

This Lease takes effect and binds the parties from and including the date at clause LR1.

SCHEDULE 1

Rights

Part 1 Tenant's rights

The following rights are granted to the Tenant in common with the Landlord, any person authorised by the Landlord and all other tenants and occupiers of the Building but subject to the Landlord's rights:

1. Running of services

- 1.1 To connect to and use the existing Conducting Media at the Building intended to serve the Premises for the passage of Supplies from and to the Premises.

2. Access and servicing

- 2.1 Access to and from the Premises on foot only over the Common Parts from time to time designated by the Landlord for the Tenant's use.

- 2.2 Subject to clause 4.21 to use each of the following within the Common Parts from time to time designated by the Landlord for the Tenant's use:

- 2.2.1 any service area for loading and unloading and otherwise servicing the Premises;
- 2.2.2 the service roads with or without vehicles to come and go to and from any service area specified in paragraph 2.2.1; and
- 2.2.3 the service corridors and any goods lifts with or without trolleys to come and go between the Premises and any service area specified in paragraph 2.2.1.

3. Entry onto the Common Parts

- 3.1 If the relevant work cannot otherwise be reasonably carried out, to enter the Common Parts to comply with the Tenant's obligations in this Lease. When exercising this right, the Tenant must:

- 3.1.1 give the Landlord at least three Business Days' prior notice (except in the case of emergency, when the Tenant must give as much notice as may be reasonably practicable);
- 3.1.2 observe the Landlord's requirements (but where that includes being accompanied by the Landlord's representative the Landlord must make that representative available);
- 3.1.3 cause as little interference to the operation and use of the Building as reasonably practicable;
- 3.1.4 cause as little physical damage as is reasonably practicable;
- 3.1.5 repair any physical damage that the Tenant causes as soon as reasonably practicable;
- 3.1.6 where entering to carry out works, obtain the Landlord's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;
- 3.1.7 remain upon the Common Parts for no longer than is reasonably necessary; and

3.1.8 where practicable, exercise this right outside the normal business hours of the Building.

4. **Signage**

4.1 To exhibit the Tenant's name in such form, shape and size as the Landlord approves in writing:

4.1.1 on any display board provided by the Landlord in the entrance lobby of the Building and on the exterior of the Building adjacent to the main entrance; and

4.1.2 in the Common Parts adjacent to the main entrance to the Premises.

5. **Support and shelter**

Support and shelter for the Premises from the Building.

6. **Staff parking**

The right to park up to 12 vehicles belonging to persons working or authorised visitors to the Premises in such location adjoining or nearby the Building as shall be designated by the Landlord from time to time.

7. **Escape**

On foot only, in emergencies and for fire escape drills, to use all fire escape routes in the Building designated by the Landlord for the use of the Tenant whether or not forming part of the Common Parts.

8. **Right of Way**

A right of way in common with others entitled to the same at all times and for all purposes over the roads on the Landlord's Stanlow Estate which the Landlord (acting reasonably) designates as being available for use by the Tenant from time to time and which are required for access to the Building.

Part 2 Landlord's Rights

The following rights are excepted and reserved to the Landlord:

1. **Support, shelter, light and air**

1.1 Support and shelter for the remainder of the Building from the Premises.

1.2 All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.

2. **Running of services**

2.1 The passage and running of Supplies from and to the remainder of the Building through existing Conducting Media (if any) within the Premises.

2.2 The right to install new Conducting Media within the Premises and connect to them for the passage and running of Supplies to and from the remainder of the Building and any adjoining premises.

3. **Entry on to the Premises**

3.1 To enter the Premises to:

3.1.1 ascertain whether the Tenant has complied with its obligations under this Lease;

- 3.1.2 provide the Services;
 - 3.1.3 estimate the current value or rebuilding cost of the Premises and the Building for insurance or any other purposes;
 - 3.1.4 inspect and measure the Premises for any purpose connected with the review of the Main Rent or the renewal of this Lease;
 - 3.1.5 inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
 - 3.1.6 inspect, clean, maintain, replace or repair any existing Conducting Media within the Premises but serving the Building;
 - 3.1.7 carry out any repairs, remove and make good any unauthorised alterations or carry out any works that the Tenant should have carried out under this Lease;
 - 3.1.8 take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
 - 3.1.9 show the Premises to prospective buyers of the Building or, during the last six months of the Term, to prospective tenants of the Premises;
 - 3.1.10 carry out or permit the repair, maintenance, decoration, replacement, renewal and cleaning of any adjoining premises or any building or engineering works upon them;
 - 3.1.11 enable the production of an EPC for the Premises or the Building whether or not the Landlord is under a statutory duty to produce an EPC; and
 - 3.1.12 review or measure the Environmental Performance of the Premises, including to install, inspect, clean, maintain, replace and to take readings from metering equipment, heat cost allocators and thermostatic radiator valves within or relating to the Premises.
- 3.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:
- 3.2.1 build on or into any boundary or party walls on or adjacent to the Premises;
 - 3.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon the Building; or
 - 3.2.3 for any other reasonable management purpose.
- 3.3 Where the Tenant (acting reasonably) consents, to enter the Premises to carry out any works to the Premises to improve their Environmental Performance.
- 3.4 To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purpose in connection with this Lease.
- 4. Common Parts and Conducting Media**
- 4.1 In an emergency, or when works are being carried out to them, to close off or restrict access to the Common Parts, so long as (except in an emergency) alternative facilities are provided that are not materially less convenient.
- 4.2 To change, end the use of or reduce the extent of any Common Parts or Conducting Media so long as:
- 4.2.1 alternative facilities are provided that are not materially less convenient; or

4.2.2 if no alternative is provided, the use and enjoyment of the Premises is not materially adversely affected.

4.3 From time to time to designate areas within the Common Parts for particular purposes including as service areas, car parks, service roads and footpaths and from time to time to reduce the size of any designated areas, so long as the remaining areas are reasonably adequate for their intended purposes.

4.4 To run Conducting Media over, under or along those areas allocated for the use of the Tenant under paragraph 1 of Part 1 of Schedule 1 (or allow others to do so) so long as they do not materially adversely affect the Tenant's use of those areas.

5. **Adjoining premises**

To carry out works of construction, demolition, alteration or redevelopment on the Building and any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

6. **Adjoining Refinery**

Any rights which are required for the ongoing operation of the refinery or other operations on the Estate and any operations associated with them which shall include but without prejudice to the generality of the foregoing rights of access to comply with any regulatory requirements which the Landlord or the Estate is subject to.

7. **Plant, equipment and scaffolding**

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of the Premises in exercising the Landlord's rights under this Lease.

SCHEDULE 2

Services

Part 1 Landlord's obligations

1. Provision of services

- 1.1 The Landlord, acting reasonably and in the Interests of good estate management:
- 1.1.1 must supply the Services in an efficient manner at all appropriate times; and
 - 1.1.2 may vary, reduce or extend those Services.

2. Landlord's rights and responsibilities

- 2.1 The Landlord:
- 2.1.1 may from time to time employ such agents, contractors or others as the Landlord decides;
 - 2.1.2 will not be responsible for any interruption in the supply of the Services due to any circumstances outside the Landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing, but must take reasonable steps to restore the supply as soon as reasonably practicable.

Part 2 Services and charges

1. Repairing (and by way of repair, renewing, rebuilding and replacing), decorating, maintaining and cleaning the foundations, roof, structure and exterior of the Building and all Common Parts and Conducting Media and all areas over which the Tenant has access under the terms of this Lease.
2. Repairing (and, by way of repair, renewing, rebuilding, and replacing), decorating, maintaining and cleaning any facilities (including means of access, Conducting Media, party walls and other boundary structures) used in common between the Building and any adjoining premises.
3. The costs of cleaning the surfaces of any atrium facing onto the Common Parts and the external surfaces of the window and window frames in the Building and providing and maintaining plant, facilities and equipment for these purposes.
4. Lighting the Common Parts.
5. Heating, and ventilating Building.
6. Lighting the exterior of the Building and any facilities used in common between the Building and any adjoining premises.
7. Providing hot and cold water to, and maintaining operational supplies in, the toilets in the Common Parts.
8. Supply Costs incurred in providing the Services.
9. All existing and future rates, taxes, duties, charges and financial impositions charged on the Common Parts or the Building as a whole (and a fair proportion of those levied on the Building along with any adjoining premises).

10. Providing, inspecting, maintaining (including by maintenance contracts and insurance against sudden and unforeseen breakdown), repairing, renewing, replacing, upgrading and operating:
 - all plant, machinery, apparatus and vehicles used in providing the Services and all signage in the Common Parts; and
 - security, fire-fighting and fire detection equipment (excluding portable fire extinguishers in the Premises), fire alarm systems, public address systems, telecommunications systems, closed circuit television systems and traffic control and all other Building Management Systems.
11. Employing or procuring all staff (including remuneration, incidental benefits and all associated costs and overheads) for the management and security of the Building and otherwise in connection with the Services.
12. Providing accommodation for staff, plant, furniture, equipment and vehicles used in providing the Services, and all outgoings on them.
13. Employing or procuring agents, contractors or others as the Landlord decides in connection with the Services.
14. Storing, compacting, recycling and disposing of refuse.
15. Planting, replanting and maintaining landscape features in the Common Parts.
16. Providing, cleaning and renewing carpeting in the Common Parts.
17. Providing facilities for visitors to the Building including guest Wi-Fi services.
18. Pest and infection control.
19. Gritting, and clearing snow from, the Common Parts.
20. Providing seasonal decorations within the Building.
21. Carrying out any works and providing and maintaining all facilities that are required under any Act or by insurers in relation to the Building.
22. Providing any further services for maintaining and securing the amenities of the Building.
23. Managing and administering service charge accounts for the Services and the Building including, where relevant, certifying, examining or auditing those accounts.
24. Auditing health and safety requirements for the Building and, where required by law or reasonable and cost-effective to do so, implementing the recommendations of that audit.
25. Auditing disabled access requirements for the Building and, where required by law or reasonable and cost-effective to do so, implementing the recommendations of that audit.
26. Auditing the Environmental Performance of the Building and, where reasonable and cost-effective to do so, implementing the recommendations of any environmental management plan the Landlord has for the Building from time to time.
27. Interest costs reasonably incurred by the Landlord on borrowing from a UK clearing bank or, if the Landlord uses its own moneys, an amount equal to the interest costs that would have been incurred if the Landlord had borrowed from a UK clearing bank at reasonable commercial rates. Interest costs will be reasonably incurred under this paragraph if:
 - (a) the Landlord has to meet an immediate liability where the service charge funds held by the Landlord are insufficient for that purpose and the shortfall does not result from

any caps on the amount of service charge recoverable, any non-payment of service charges by other tenants or any unlet Lettable Unit; or

- (b) the Landlord decides at its absolute discretion to incur service charge expenditure in one Accounting Period and recover that expenditure over two or more Accounting Periods.

SCHEDULE 3

Insurance and Damage Provisions

1. Tenant's insurance obligations

- 1.1 The Tenant must pay on demand a sum equal to the amount that the insurers refuse to pay following damage or destruction by an Insured Risk to the Premises because of the Tenant's act or failure to act.
 - 1.2 The Tenant must comply with the requirements of the insurers and must not do anything that may invalidate any insurance.
 - 1.3 The Tenant must not use the Premises for any purpose or carry out or retain any works to the Premises that may make any additional premium payable for the insurance of the Premises, unless it has first agreed to pay the whole of that additional premium.
 - 1.4 The Tenant must notify the Landlord as soon as practicable after it becomes aware of any damage to or destruction of the Premises by any of the Insured Risks.
2. The Tenant must keep insured, in a sufficient sum and with a reputable insurer, public liability risks relating to and the contents of the Premises.

3. **Landlord's insurance obligations**

3.1 The Landlord must insure (with a reputable insurer):

3.1.1 the Building against the Insured Risks in its full reinstatement cost (including all professional fees and incidental expenses, debris removal, site clearance and irrecoverable VAT);

3.1.2 against public liability relating to the Building; and

3.1.3 loss of the Main Rent and Service Charge for the Risk Period,

subject to all excesses, limitations and exclusions as the insurers may impose and otherwise on the insurer's usual terms.

3.2 In relation to the insurance, the Landlord must:

3.2.1 procure the Tenant's interest in the Premises is noted either specifically or generally on the policy;

3.2.2 take reasonable steps to procure that the insurers waive any rights of subrogation they might have against the Tenant (either specifically or generally); and

3.2.3 provide the Tenant with a summary of its main terms upon the Tenant's written request.

3.3 The Landlord must take reasonable steps to obtain any consents necessary for the reinstatement of the Building following destruction or damage by an Insured Risk.

3.4 Where it is lawful to do so, the Landlord must reinstate the Building following destruction or damage by an Insured Risk as soon as reasonably practicable after the date of that damage or destruction. Reinstatement need not be identical if the replacement is similar in size, quality and layout.

3.5 Nothing in this paragraph 1.1 imposes any obligation on the Landlord to insure or to reinstate tenant's fixtures forming part of the Premises, the Building.

3.6 Nothing in paragraph 3.4 will require the Landlord to reinstate any Lettable Units other than the Premises.

3.7 The Landlord's obligations under paragraphs 3.3 and 3.4 will not apply:

3.7.1 unless and until the Tenant has paid the amounts referred to in paragraph 1.1 ; or

3.7.2 if the Landlord notifies the Tenant under paragraph 5.1 that it ends the Lease.

3.8 If there is destruction or damage to the Building by an Uninsured Risk that leaves the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible and the Landlord notifies the Tenant within 12 months afterwards that the Landlord wishes to reinstate, paragraphs 3.3 and 3.4 will then apply as if the damage or destruction had been caused by an Insured Risk.

3.9 Subject to the insurance premiums being reasonable and proper and reasonably and properly incurred, the Landlord will be entitled to retain all insurance commissions for its own benefit.

4. **Rent suspension**

4.1 Paragraph 4.2 will apply if the Building is destroyed or damaged by any Insured Risk or Uninsured Risk so that the Premises are unfit for occupation or use or inaccessible. Paragraph 4.2 will not apply to the extent that the Landlord's insurance has been vitiated or payment of any policy moneys refused because of anything the Tenant does or fails to do and the Tenant has not complied with paragraph **Error! Reference source not found..**

- 4.2 Subject to paragraph 4.1, the Main Rent and Service Charge or a fair proportion of them, will not be payable from and including the date of damage or destruction until the earliest of:
- 4.2.1 the date that the Premises are again fit for occupation and use, accessible and ready to receive tenant's fitting out works;
 - 4.2.2 the end of the Risk Period; and
 - 4.2.3 the End Date.
- 4.3 If paragraph 4.2 applies before the Rent Commencement Date, the number of days between the date of the damage or destruction and the Rent Commencement Date (or where only a proportion of the Main Rent is or would have been suspended, an equivalent proportion of those days) will be added to the date the rent suspension ends and the resulting date will become the Rent Commencement Date.
- 4.4 If paragraph 4.2 applies:
- 4.4.1 the Landlord must refund to the Tenant, as soon as reasonably practicable, a due proportion of any Main Rent and Service Charge paid in advance that relates to any period on or after the date of damage or destruction; and
 - 4.4.2 the Tenant must pay to the Landlord on demand the Main Rent and Service Charge for the period starting on the date they again become payable to but excluding the next Rent Day.
- 4.5 Any dispute about the application of this paragraph 4 will be decided at the request of either party by a single arbitrator under the Arbitration Act 1996.
5. **Termination**
- 5.1 This paragraph 5 applies if there is destruction or damage to the Building that leaves the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible.
- 5.2 If the damage or destruction is caused by an Uninsured Risk and:
- 5.2.1 the Landlord does not give the Tenant formal notice within 12 months after the damage or destruction that the Landlord wishes to reinstate, this Lease will end on the last day of that 12 month period; or
 - 5.2.2 the Landlord gives the Tenant formal notice that the Landlord does not wish to reinstate, this Lease will end on the date of that notification by the Landlord.
- 5.3 If, when the Risk Period ends, the Building has not been reinstated sufficiently so that Premises are again fit for occupation and use and accessible and ready to receive tenant's fitting out works, either the Landlord or the Tenant may end this Lease immediately by giving formal notice to the other at any time after the end of the Risk Period but before such reinstatement has been completed. The exercise of this right by the Tenant is subject to the Tenant complying with paragraph 1.1.
- 5.4 For the purposes of paragraphs 4.2.2 and 5.3, if the damage or destruction is caused by an Uninsured Risk, the Risk Period will be treated as beginning on the date the Landlord notifies the Tenant of its wish to reinstate under paragraph 3.8.
- 5.5 If this Lease ends under this paragraph 5:
- 5.5.1 that will not affect the rights of any party for any prior breaches;
 - 5.5.2 the Tenant must give vacant possession of the Premises to the Landlord; and
 - 5.5.3 the Landlord will be entitled to retain all insurance moneys.

SCHEDULE 4

Underletting

6. Defined terms

This Schedule 4 uses the following definitions:

"Approved Underlease"

an underlease approved by the Landlord (acting reasonably) and, subject to any variations agreed by the Landlord in its reasonable discretion;

lawfully excluded from the security of tenure provisions of the 1954 Act if it creates an underletting of a Permitted Part;

granted without any premium being received by the Tenant;

reserving a market rent, taking into account the terms of the underletting;

containing provisions for rent review on the same terms as in Schedule Error! Reference source not found.;

containing provisions for change of use and alterations corresponding to those in this Lease;

prohibiting the assignment of part only of the Underlet Premises;

allowing assignment of the whole of the Underlet Premises with the prior consent of the Landlord on terms corresponding to those in this Lease;

containing a covenant by the Undertenant not to create any sub-underlease of the whole or any part of the Underlet Premises;

containing covenants requiring the Sub-Undertenant not to assign the whole of the Sub-Underlet Premises without the prior written consent of the Landlord, the Tenant and the Undertenant and not to assign part of the Sub-Underlet Premises; and

containing other provisions corresponding with those in this Lease.

"Approved Undertenant"

a person approved by the Landlord (acting reasonably) and who has entered into a direct deed with the Landlord agreeing to:

comply with the terms of the Approved Underlease; and

procure that any proposed assignee of the Underlet Premises enters into a direct deed in the same terms as set out in this definition of Approved Undertenant;

"Permitted Part"

any part of the Premises that the Landlord approves (acting reasonably);

"Sub-Underlease"

any sub-underlease created out of an Underlease;

"Sub-Undertenant"

any tenant under a Sub-Underlease;

"Underlease"

the underlease granted following the approval of the Approved Underlease;

"Underlet Premises"

the premises let by an Underlease; and

"Undertenant"

the Approved Undertenant to whom the Tenant grants an Underlease.

7. Right to underlet

7.1 The Tenant may, with the Landlord's consent, underlet the whole of the Premises or the whole of a Permitted Part by an Approved Underlease to an Approved Undertenant.

7.2 The Tenant shall not underlet to a Prohibited Entity.

8. Obligations in relation to underleases

8.1 The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease.

8.2 The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.

8.3 On any review of the rent payable under any Underlease, the Tenant must:

8.3.1 review the rent of the Underlease in compliance with its terms;

8.3.2 not agree the reviewed rent (or the appointment of any third party to decide it) without the Landlord's approval;

8.3.3 include in the Tenant's representations to any third party any representations that the Landlord may require; and

8.3.4 notify the Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.

8.4 The Tenant must not vary the terms or accept any surrender of any Underlease without the Landlord's approval.

1 SCHEDULE 5

Index review

1. Defined terms

This **Schedule 5** uses the following definitions:

"Base Figure"

on the first Rent Review Date, 289.2 (being the Index figure for the month three months preceding the date of the Lease);

on each succeeding Rent Review Date, the Current Figure for the preceding Rent Review Date;

"Current Figure"

the Index figure for the month three months preceding the Rent Review Date; and

"Index"

the "all items" figure of the Index of Consumer Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

2. Rent Review

2.1 On each Rent Review Date, the Main Rent is to be reviewed to the higher of:

2.1.1 the Main Rent reserved by this Lease immediately before that Rent Review Date; and

2.1.2 the revised Main Rent (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Main Rent;

A is the Main Rent reserved immediately before the relevant review date;

C is the Current Figure; and

B is the Base Figure.

3. Notice of Main Rent

If the Main Rent is increased, the Landlord must notify the Tenant as soon as possible after the Rent Review Date.

4. Effect of delay in notifying the revised rent

4.1 Following any Rent Review Date until the Landlord has notified the Tenant of the revised Main Rent:

4.1.1 the Main Rent payable under this Lease immediately before that Rent Review Date will continue to be payable until the revised Main Rent has been notified to the Tenant;

- 4.1.2 following the notification of the revised Main Rent, the Landlord must demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the revised Main Rent been notified before the Rent Review Date; and
- 4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at four per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrears.

5. **Changes in the Index**

- 5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Main Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.
- 5.2 If the parties are unable to agree a basis for the Revised Indexation then either of them may at any time request that the President of the Institute of Chartered Accountants in England and Wales appoints an arbitrator to do so. The arbitration must be conducted in accordance with the Arbitration Act 1996.

6. **Time not of the essence**

For the purpose of this **Schedule 2** time is not of the essence.

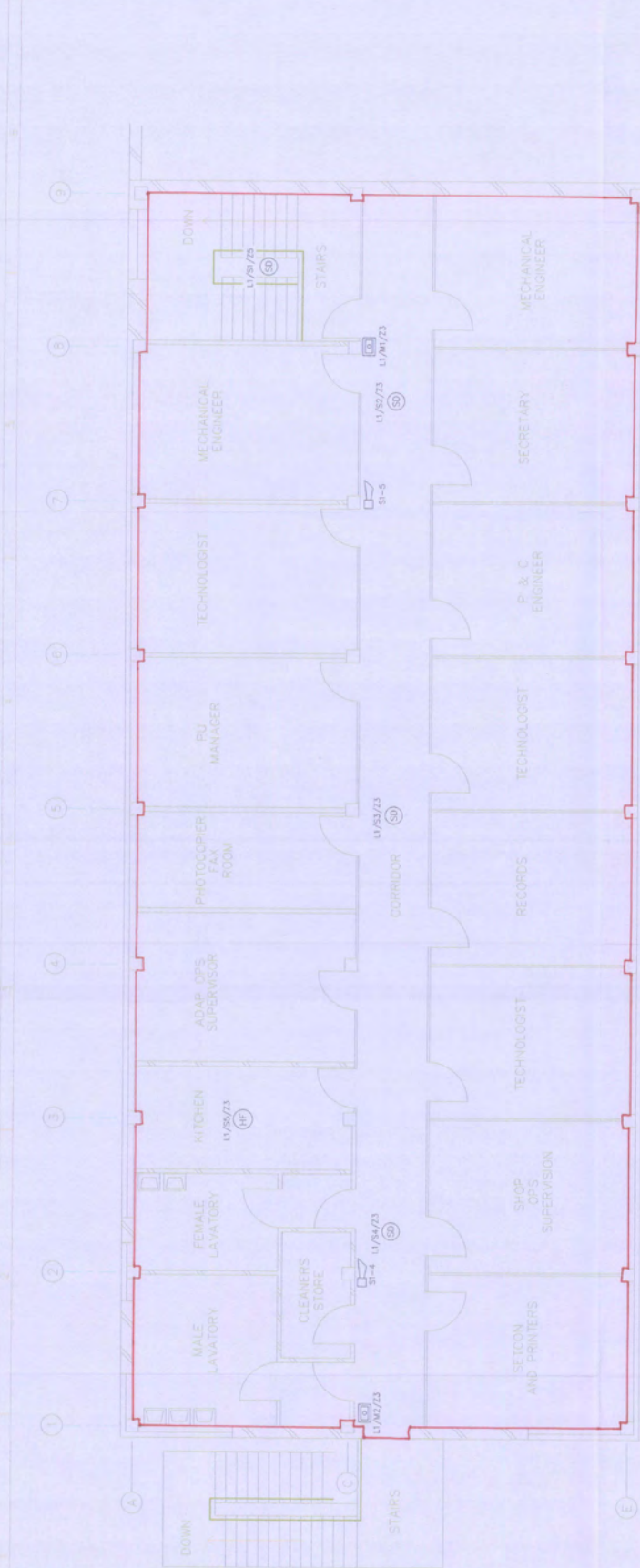
PLAN 1



CSGA

msly

ASH
WATSON



LEGEND

- BREAK GLASS UNIT
- INITIATOR ZONE No IDENT No
- SMOKE DETECTOR (IONIZATION)
- HEAT DETECTOR (RATE OF RISE S&C)
- HEAT DETECTOR (FIXED TEMP SETTING S&C)
- FIRE ALARM CONTROL PANEL
- ELECTRONIC SOUNDER UNIT
- IDENT No SHEN ZONE No

NOTES

- THIS INSTALLATION IS TO BE CARRIED OUT IN ACCORDANCE WITH THE 17TH EDITION OF THE EE REGULATIONS AND RELEVANT ESSAR SPECIFICATIONS
- CONTRACTOR TO SUPPLY ALL WORK INSTALLATION MATERIAL NOT ORDERED BY ESSAR UK LTD
- ALL COMPONENTS TO BE SUITABLY LABELLED WITH DIMOTAPE SHOWING
- ALL NEW CABLE FOR THE FIRE ALARM INSTALLATION IS TO BE 2c x 1.5mm 1P2000 UNLESS OTHERWISE STATED
- WHERE TECHNIQUE ALARM CIRCUITS FOR CONTINUITY/INSULATION RESISTANCE ENSURE NO ELECTRONIC EQUIPMENT IS TO BE INSTALLED IN THE ALARM SYSTEM
- FUSE CABLES FOR FIRE ALARM EQUIPMENT TO BE PAINTED RED AND LABELLED
- NEW CABLES ARE TO BE SITE RUN UTILISING EXISTING ROUTES WHERE POSSIBLE OR SECURELY CLIPPED DIRECT TO WALL/CILING WHERE EXISTING ROUTES CANNOT BE UTILISED
- CONTRACTOR IS TO ENSURE THAT FIRE ALARM CABLES ARE KEPT SEPARATED FROM ALL OTHER WIRING CABLES
- THE SWITCH OFF PERIOD DURING MAINTENANCE TO THE SYSTEM IS TO BE KEPT TO A MINIMUM
- UPON COMPLETION OF NEW INSTALLATION CONTRACTOR IS TO FORWARD AS BUILT DETAILS TO THE DESIGN OFFICE FOR RECORD PURPOSES

SITE LOCATION PLAN (N.T.S)



ESSAR OIL (UK) Ltd STANLOW

DOC CLASS	REVISION	DATE	BY
100	1	11/01/23	ASH
100	2	11/01/23	WATSON
100	3	11/01/23	ASH
100	4	11/01/23	WATSON
100	5	11/01/23	ASH
100	6	11/01/23	WATSON
100	7	11/01/23	ASH
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100	98	11/01/23	WATSON
100	99	11/01/23	ASH
100	100	11/01/23	WATSON

At size original DO NOT SCALE

Executed as a deed by the Landlord acting by S. THANGAPANDIAN
a director acting in the presence of)



Signature of Director



Signature Witness

Name: RAJESH CHAVDA
Address 83 UPTON DRIVE CHESTER CH218Y
Occupation: LAWYER

Executed as a deed by the Tenant acting by MICHAEL GAYNOR
a director acting in the presence of)

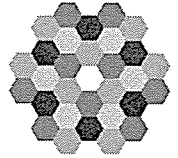


Signature of Director



Signature Witness

Name: TARIQ GHANI
Address 30 CHELSEY RD, SIS 7TN
Occupation: TREASURY ANALYST



Official copy
of register of
title

Title number MS522538

Edition date 08.06.2018

- This official copy shows the entries in the register of title on 1 April 2022 at 21:31:09.
- 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 4 April 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

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

MERSEYSIDE : WIRRAL

- 1 (13.06.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Tranmere Oil Terminal, St Pauls Road, Birkenhead.
- 2 (13.06.2006) The mines and minerals together with ancillary powers of working are excepted from the land tinted pink and tinted yellow on the title plan with provision for compensation in the event of damage caused thereby.
- 3 (13.06.2006) 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 3 November 1958 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) The Mersey Docks And Harbour Board.

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 (13.06.2006) PROPRIETOR: THE MERSEY DOCKS AND HARBOUR COMPANY LIMITED (Co. Regn. No. 7438262) of The Maritime Centre, Port Of Liverpool, Liverpool L21 1LA.



C: Charges register

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

1 (13.06.2006) A Conveyance affecting the land tinted blue on the title plan and other land dated 8 July 1902 made between (1) Daniel Maynard Taylor and Others and (2) Samuel Bond contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 (13.06.2006) A Conveyance of the land tinted yellow on the title plan dated 24 July 1970 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) The Mersey Docks And Harbour Board contains restrictive covenants.

NOTE: Copy filed.

3 (13.06.2006) 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.

4 (25.03.2009) The land is subject to the rights granted by a Deed of grant dated 12 March 2009 made between (1) The Mersey Docks And Harbour Company (Guarantor) and (2) Shell U.K. Limited (Guarantee).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS180322.

5 (07.06.2018) The land is subject to any rights that are granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS562863.

6 (08.06.2018) By a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited (2) Essar Oil (UK) Limited and (3) Essar Energy Limited the terms of the lease dated 12 March 2009 of part of Tranmere Oil Terminal referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MS562863.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	25.03.2009 edged in blue	Tranmere Oil Terminal	12.03.2009 23 years from 01.01.2009 to 31.12.2031 inclusive	MS562863
		NOTE 1: The lease comprises also other land.		
		NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 25 May 2018.		
2	07.06.2018 Edged in blue	Tranmere Oil Terminal	25.05.2018 From and including 1 January 2032 to and	MS656931

Title number MS522538

Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
------------------------------------	----------------------	---------------------------	----------------

including 31
December 2048

NOTE 1: The lease comprises also other land.

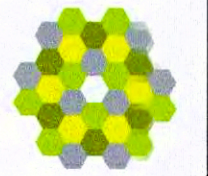
NOTE 2: This is a reversionary lease.

End of register

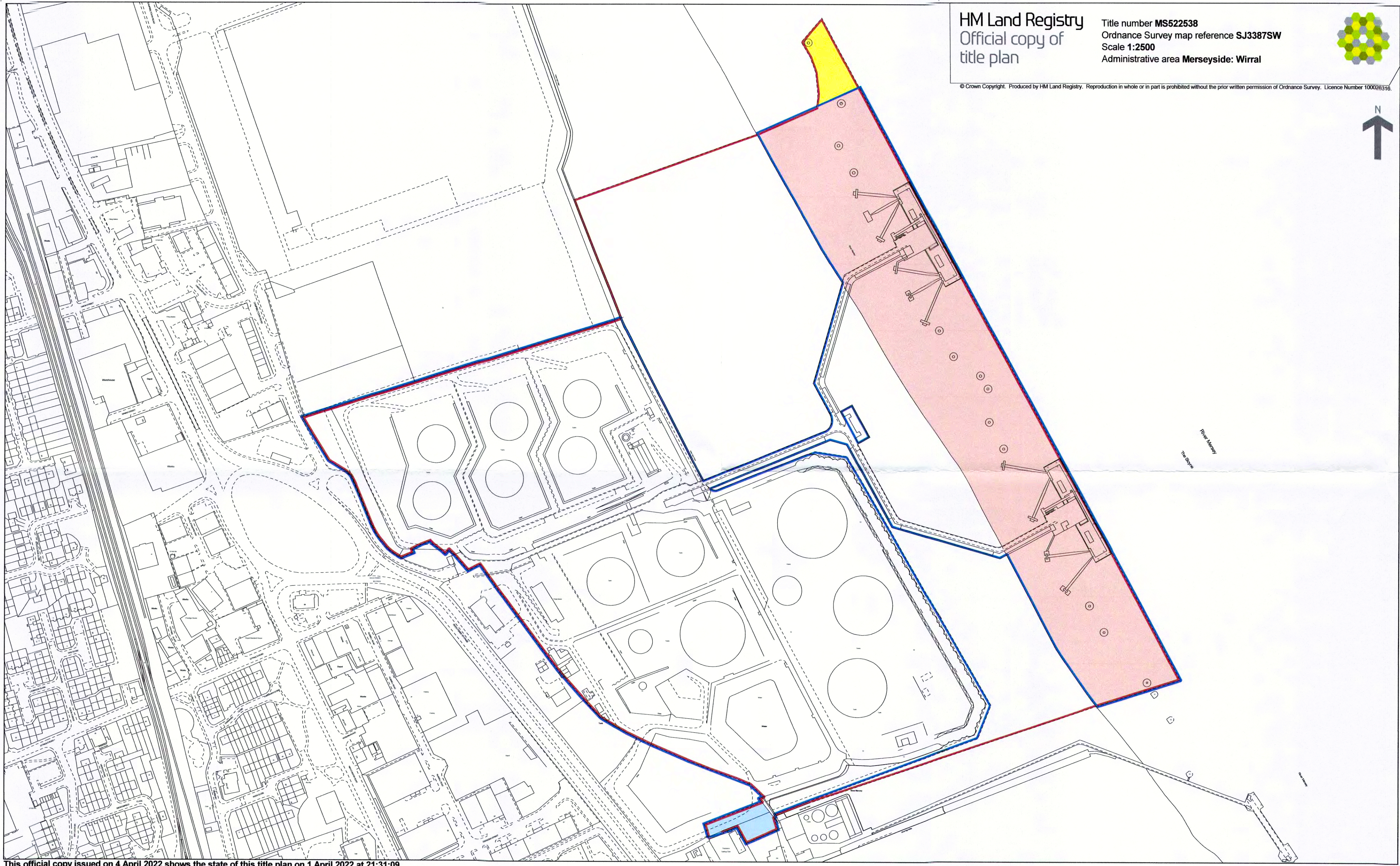


HM Land Registry
Official copy of
title plan

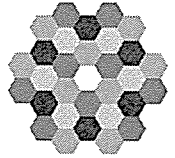
Title number **MS522538**
Ordnance Survey map reference **SJ3387SW**
Scale **1:2500**
Administrative area **Merseyside: Wirral**



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This official copy issued on 4 April 2022 shows the state of this title plan on 1 April 2022 at 21:31:09.
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 HM Land Registry, Durham Office.



Official copy
of register of
title

Title number MS562863

Edition date 16.03.2020

- This official copy shows the entries in the register of title on 1 April 2022 at 21:28:40.
- 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 4 April 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

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

MERSEYSIDE : WIRRAL

- 1 (25.03.2009) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Tranmere Oil Terminal, St Pauls Road, Birkenhead.

NOTE 1: As to the part lettered A to B on the title plan only the river wall more particularly described in the lease is included in the title.

NOTE 2: As to the part tinted blue on the title plan only the the jetties, equipment, structures and works more particularly described in the lease are included in the title.

NOTE 3: The land tinted green on the title plan is not included in the title.

- 2 (25.03.2009) The mines and minerals together with ancillary powers of working are excepted from the land edged and numbered 1 in blue on the title plan with provision for compensation in the event of damage caused thereby.
- 3 (25.03.2009) The land edged and Numbered 1 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance thereof dated 3 November 1958 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) The Mersey Docks And Harbour Board.

NOTE: Copy filed under MS522538.

- 4 (25.03.2009) A Deed of Exchange affecting the land tinted brown, the land tinted yellow and the land hatched blue on the title plan dated 14 March 1983 made between (1) The Mersey Docks and Harbour Company and (2) County Council of Merseyside contains the following agreement and declaration:-



A: Property register continued

"IT IS HEREBY AGREED AND DECLARED that the County Council will at their own expense erect a fence between the points marked A and B on the said plan annexed hereto such said fence to be of the same type and dimension as those fences presently abutting the said points A and B and thereafter the said fence shall at all times be maintained by the Company"

NOTE: The Points marked A and B referred to are shown as points C and D respectively on the title plan.

- 5 (25.03.2009) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 12 March 2009
Term : 23 years from 1 January 2009 to 31 December 2031 inclusive
Parties : (1) The Merseyside Docks And Harbour Company
(2) Shell UK Limited

- 6 (25.03.2009) The Lease prohibits or restricts alienation.

- 7 (24.11.2009) The rights granted in Clause 3.1 of the registered lease are included in the title but only so far as the landlord had power to grant the same and the title is subject to any rights that are granted or reserved by the said lease and affect the registered land.

The rights granted in Clauses 3.2 are excluded from this registration.

- 8 (07.06.2018) By a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited (2) Essar Oil (UK) Limited and (3) Essar Energy Limited the terms of the registered lease were varied.

NOTE: Copy Deed filed.

- 9 (07.06.2018) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) 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 (05.09.2011) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.
- 2 (05.09.2011) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

C: Charges register

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

- 1 (25.03.2009) The deeds and documents of title to land tinted mauve on the title plan having been lost the land is subject to such restrictive covenants as may have been imposed thereon before 25 March 2009 and are still subsisting and capable of being enforced.
- 2 (25.03.2009) A Conveyance of the land tinted yellow on the title plan and other land dated 19 February 1862 made between (1) George Chalres Ernest Adolphus Howard Vyse and Thomas James Richard Hilton (2) John Johnston Elton Morecroft and William Frederick Morecroft and (3) Anne Smith contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (25.03.2009) A Conveyance affecting the land tinted brown, the land tinted yellow and the land hatched blue on the title plan dated 17 April 1879 made between (1) Richard Cunliffe and others and (2) Samuel Houson Booth contains covenants but neither the original conveyance nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (25.03.2009) A Conveyance of the land tinted brown on the title plan and other land dated 30 May 1883 made between (1) Daniel Aldersey Taylor and (2) William Laird and Edmund Taylor contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (25.03.2009) The land is subject to the following rights reserved by the Conveyance dated 30 May 1883 referred to above:-

"Saving and Reserving nevertheless unto the said Daniel Aldersey Taylor his heirs and assigns in common with the said William Laird and Edmund Taylor their heirs and assigns the right to use so much of the site for a continuation of the said North Esplanade of the same width as a continuation thereof to Rock Ferry aforesaid as a means for foot passengers only of access egress and regress to and from the approach to the pier of Rock Ferry as is included in the piece of land intended to be hereby conveyed"
- 6 (25.03.2009) A Conveyance tinted pink on the title plan dated 8 July 1902 made between (1) Daniel Maynard Taylor and Others and (2) Samuel Bond contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 7 (25.03.2009) The land tinted mauve on the title plan is subject to the rights granted by a Deed of Grant dated 12 March 2009 made between (1) The Mersey Docks And Harbour Company (Grantor) and (2) Shell U.K. Limited (Grantee).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS180322.
- 8 (16.03.2020) 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.

Schedule of restrictive covenants

- 1 (25.03.2009) The following are details of the covenants contained in the Conveyance dated 19 February 1862 referred to in the Charges Register:-

"AND the said Anne Smith for herself her heirs executors administrators and



Schedule of restrictive covenants continued

assigns doth hereby covenant with the said persons parties hereto of the first part their heirs and assigns and as a separate covenant with the said John Johnstone Elton Morecroft and William Frederick Morecroft their heirs executors and administrators in manner following (that is to say) That there shall not at any time hereafter be erected or stand or be upon such part of the said land as fronts the Esplanade any other building than one dwellinghouse or villa and the same shall be set back at least fifteen yards from the Esplanade and shall with its outbuildings be of the value of Five hundred pounds or upwards exclusive of the land That any dwellinghouse which shall be erected on such part of the said land as fronts Mersey Lane shall with its outbuildings be of the value of Four hundred pounds or upwards exclusive of the land And that any building now erected or hereafter to be erected on any part of the said land shall not be used or occupied as an Inn Hotel Tavern or Ale or Beer House And that no Courts or Back houses shall be erected on the said land or any part thereof And that the said Anne Smith her heirs or assigns shall not at any time hereafter carry on or permit or suffer to be carried on in any building now erected or hereafter to be erected on the said land or on any part thereof the trade of a Soap Boiler or use any such building as Herring House or Slaughter House or for any other noisome or offensive Trade or Business whatsoever And shall not at any time hereafter erect or put any Steam Engine on any part of the said land or in any building now erected or which may be erected thereon repair and keep repaired in a proper and sufficient manner so much of the walling and roadway of the North Esplanade as fronts the premises hereby conveyed and will keep the same fenced off with a paling or fencing uniform with that of the other frontages And that the said Anne Smith her heirs and assigns will also at her or their own expense for ever hereafter repair and keep repaired in a good and substantial manner one half the width of such part of the before mentioned passage as is co-extensive with the premises hereby conveyed and will also bear one half the expense of keeping the pump let into the party wall forming part of the southerly boundary of the said premises in good working order and repair.

- 2 (25.03.2009) The following are details of the covenants contained in the Conveyance dated 30 May 1883 referred to in the Charges Register:-

"AND the said William Laird and Edmund Taylor do hereby respectively for themselves their heirs and assigns covenant with the said Daniel Aldersey Taylor his heirs and assigns that they the said William Laird and Edmund Taylor will not build or suffer to be erected or built upon the piece of land intended to be hereby conveyed any building or buildings other than respectable private dwellinghouses or a School or Schools And that they will repair and keep repaired in a proper and sufficient manner so much of the walling and roadway of the said North Esplanade as is included in and forms part of the piece of land hereby conveyed AND ALSO will keep the same fenced off from the remainder of the said piece of land with a fence uniform with that of the other owners or frontages"

C: Charges register continued

Schedule of notices of leases

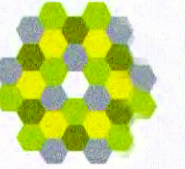
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	16.03.2020 Edged and numbered 1 in blue (part of) : Edged and numbered 2 in blue (part of)	Essar Oil, St Pauls Road	31.12.2019 From 31 December 2019 to 30 December 2031	MS680708

End of register

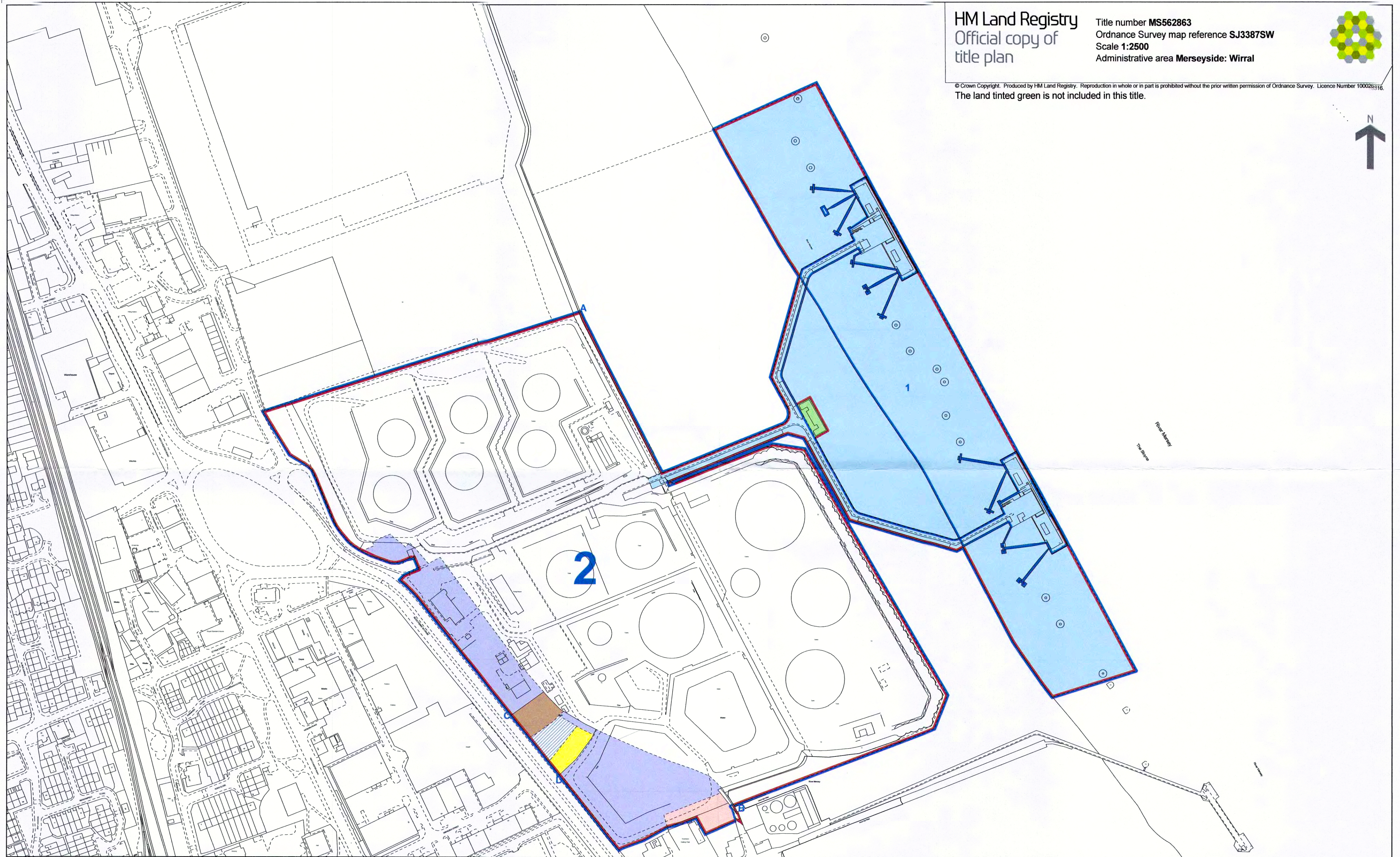


HM Land Registry
Official copy of
title plan

Title number **MS562863**
Ordnance Survey map reference **SJ3387SW**
Scale **1:2500**
Administrative area **Merseyside: Wirral**



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The land tinted green is not included in this title.



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Official copy of register of title

Title number MS656931

Edition date 22.01.2021

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- Issued on 04 Apr 2022.
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- This title is dealt with by HM Land Registry, Birkenhead 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.

MERSEYSIDE : WIRRAL

- 1 (07.06.2018) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Essar Oil, St Pauls Road, Birkenhead (CH42 1LQ).

NOTE 1: As to the part lettered A to B on the title plan only the river wall more particularly described in the lease is included in the title.

NOTE 2: As to the part tinted blue on the title plan only the the jetties, equipment, structures and works more particularly described in the lease are included in the title.

NOTE 3: The land tinted green on the title plan is not included in the title.

- 2 (07.06.2018) The mines and minerals together with ancillary powers of working are excepted from the land edged and numbered 1 in blue on the title plan with provision for compensation in the event of damage caused thereby.

- 3 (07.06.2018) The rights granted in clause 3.1 of the registered lease are included in the title but only so far as the landlord had power to grant the same and the title is subject to any rights that are granted or reserved by the said lease and affect the registered land.

The rights granted in clause 3.2 are excluded from this registration.

- 4 (07.06.2018) The land edged and numbered 1 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance of the freehold estate thereof dated 3 November 1958 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) The Mersey Docks And Harbour Board.

NOTE: Copy filed under MS522538.

A: Property Register continued

- 5 (07.06.2018) A Deed of Exchange affecting the land tinted brown, the land tinted yellow and the land hatched blue on the title plan dated 14 March 1983 made between (1) The Mersey Docks and Harbour Company and (2) County Council of Merseyside contains the following agreement and declaration:-
- "IT IS HEREBY AGREED AND DECLARED that the County Council will at their own expense erect a fence between the points marked A and B on the said plan annexed hereto such said fence to be of the same type and dimension as those fences presently abutting the said points A and B and thereafter the said fence shall at all times be maintained by the Company"
- NOTE: Points A and B referred to are shown as points C and D respectively on the title plan.
- 6 (07.06.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 25 May 2018
Term : From and including 1 January 2032 to and including 31 December 2048
Parties : (1) The Mersey Docks and Harbour Company Limited
(2) Essar Energy Limited
(3) Essar Oil (UK) Limited
- 7 (07.06.2018) The Lease prohibits or restricts alienation.
- 8 (07.06.2018) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.
- NOTE: Copy filed under MS562863.*
- 9 (07.06.2018) The landlord's title is registered.

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 (07.06.2018) PROPRIETOR: ESSAR OIL (UK) LIMITED (Co. Regn. No. 07071400) of 3rd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER.

C: Charges Register

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

- 1 (07.06.2018) The deeds and documents of title to land tinted mauve on the title plan having been lost the land is subject to such restrictive covenants as may have been imposed thereon before and are still subsisting and capable of being enforced
- 2 (07.06.2018) A Conveyance of the freehold estate in the land tinted yellow on the title plan and other land dated 19 February 1862 made between (1) George Chalres Ernest Adolphus Howard Vyse and Thomas James Richard Hilton (2) John Johnston Elton Morecroft and William Frederick Morecroft and (3) Anne Smith contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (07.06.2018) A Conveyance affecting the freehold estate in the land tinted brown, the land tinted yellow and the land hatched blue on the title plan dated 17 April 1879 made between (1) Richard Cunliffe and others and (2) Samuel Houson Booth contains covenants but neither the original conveyance nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (07.06.2018) A Conveyance of the freehold estate in the land tinted

C: Charges Register continued

brown on the title plan and other land dated 30 May 1883 made between (1) Daniel Aldersey Taylor and (2) William Laird and Edmund Taylor contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 5 (07.06.2018) The land tinted brown on the title plan is subject to the following rights reserved by the Conveyance dated 30 May 1883 referred to above:-

"Saving and Reserving nevertheless unto the said Daniel Aldersey Taylor his heirs and assigns in common with the said William Laird and Edmund Taylor their heirs and assigns the right to use so much of the site for a continuation of the said North Esplanade of the same width as a continuation thereof to Rock Ferry aforesaid as a means for foot passengers only of access egress and regress to and from the approach to the pier of Rock Ferry as is included in the piece of land intended to be hereby conveyed"

- 6 (07.06.2018) A Conveyance of the freehold estate in the land tinted pink on the title plan dated 8 July 1902 made between (1) Daniel Maynard Taylor and Others and (2) Samuel Bond contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

- 7 (07.06.2018) The land is subject to the rights granted by a Deed of Grant dated 12 March 2009 made between (1) The Mersey Docks And Harbour Company (Guarantor) and (2) Shell U.K. Limited (Guarantee).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS180322.

- 8 (22.01.2021) The land is subject to the easements granted by a lease of Essar Oil, St Pauls Road dated 31 December 2019 made between (1) Essar Oil (UK) Limited (2) Stanlow Oil Terminal Limited and (3) Essar Energy Limited for a term of years from 31 December 2019 to 30 December 2031.

NOTE: Copy filed under MS680708.

Schedule of restrictive covenants

- 1 (07.06.2018) The following are details of the covenants contained in the Conveyance dated 19 February 1862 referred to in the Charges Register:-

"AND the said Anne Smith for herself her heirs executors administrators and assigns doth hereby covenant with the said persons parties hereto of the first part their heirs and assigns and as a separate covenant with the said John Johnstone Elton Morecroft and William Frederick Morecroft their heirs executors and administrators in manner following (that is to say) That there shall not at any time hereafter be erected or stand or be upon such part of the said land as fronts the Esplanade any other building than one dwellinghouse or villa and the same shall be set back at least fifteen yards from the Esplanade and shall with its outbuildings be of the value of Five hundred pounds or upwards exclusive of the land That any dwellinghouse which shall be erected on such part of the said land as fronts Mersey Lane shall with its outbuildings be of the value of Four hundred pounds or upwards exclusive of the land And that any building now erected or hereafter to be erected on any part of the said land shall not be used or occupied as an Inn Hotel Tavern or Ale or Beer House And that no Courts or Back houses shall be erected on the said land or any part thereof And that the said Anne Smith her heirs or assigns shall not at any time hereafter carry on or permit or suffer to be carried on in any building now erected or hereafter to be erected on the said land or on any part thereof the trade of a Soap Boiler or use any such building as Herring House or Slaughter House or for any other noisome or offensive Trade or Business whatsoever And shall not at any time hereafter erect or put any Steam Engine on any part of the said land or in any building now erected or which may be erected thereon repair and keep repaired in a proper and sufficient manner so much of the walling and roadway of the North Esplanade as fronts the premises hereby conveyed and will

Schedule of restrictive covenants continued

keep the same fenced off with a paling or fencing uniform with that of the other frontages And that the said Anne Smith her heirs and assigns will also at her or their own expense for ever hereafter repair and keep repaired in a good and substantial manner one half the width of such part of the before mentioned passage as is co-extensive with the premises hereby conveyed and will also bear one half the expense of keeping the pump let into the party wall forming part of the southerly boundary of the said premises in good working order and repair.

- 2 (07.06.2018) The following are details of the covenants contained in the Conveyance dated 30 May 1883 referred to in the Charges Register:-

"AND the said William Laird and Edmund Taylor do hereby respectively for themselves their heirs and assigns covenant with the said Daniel Aldersey Taylor his heirs and assigns that they the said William Laird and Edmund Taylor will not build or suffer to be erected or built upon the piece of land intended to be hereby conveyed any building or buildings other than respectable private dwellinghouses or a School or Schools And that they will repair and keep repaired in a proper and sufficient manner so much of the walling and roadway of the said North Esplanade as is included in and forms part of the piece of land hereby conveyed AND ALSO will keep the same fenced off from the remainder of the said piece of land with a fence uniform with that of the other owners or frontages"

End of register

The electronic official copy of the register follows this message.

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Official copy of register of title

Title number MS680708

Edition date 16.03.2020

- This official copy shows the entries on the register of title on 04 APR 2022 at 15:08:15.
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- Issued on 04 Apr 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, Birkenhead 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.

MERSEYSIDE : WIRRAL

- 1 (16.03.2020) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Essar Oil, St Pauls Road, Birkenhead (CH42 1LQ).
- 2 (16.03.2020) The mines and minerals together with ancillary powers of working are excepted from the land edged blue on the title plan with provision for compensation in the event of damage caused thereby.
- 3 (16.03.2020) The title includes any easements capable of subsisting at law 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.

NOTE: The easements granted in the lease are included in the title only so far as they are legal easements and the landlord had the power to grant the same.
- 4 (16.03.2020) The registrar has not seen any consent to the grant of this sub-lease that the superior lease, out of which it was granted, may have required.
- 5 (16.03.2020) The land edged blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance thereof dated 3 November 1958 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) The Mersey Docks And Harbour Board.

NOTE: Copy filed under MS522538.
- 6 (16.03.2020) A Deed of Exchange affecting the land tinted brown, the land tinted yellow and the land hatched blue on the title plan dated 14 March 1983 made between (1) The Mersey Docks and Harbour Company and (2) County Council of Merseyside contains the following agreement and declaration:-

A: Property Register continued

"IT IS HEREBY AGREED AND DECLARED that the County Council will at their own expense erect a fence between the points marked A and B on the said plan annexed hereto such said fence to be of the same type and dimension as those fences presently abutting the said points A and B and thereafter the said fence shall at all times be maintained by the Company"

NOTE: The Points marked A and B referred to are shown as points C and D respectively on the title plan.

- 7 (16.03.2020) The land has the benefit of any legal easements granted by a Deed dated 25 May 2018 made between (1) The Mersey Docks and Harbour Company Limited and (2) Essar Oil (UK) Limited.

NOTE: Copy filed under MS562863.

- 8 (16.03.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 31 December 2019
Term : From 31 December 2019 to 30 December 2031
Parties : (1) Essar Oil (UK) Limited
(2) Stanlow Oil Terminal Limited
(3) Essar Energy Limited

- 9 (16.03.2020) The Lease prohibits or restricts alienation.

- 10 (16.03.2020) The landlord's title is registered.

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 (16.03.2020) PROPRIETOR: STANLOW OIL TERMINAL LIMITED (Co. Regn. No. 11456916) of Gate No.1, Oil Sites Road, Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.

C: Charges Register

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

- 1 (16.03.2020) The deeds and documents of title to land tinted mauve on the title plan having been lost the land is subject to such restrictive covenants as may have been imposed thereon before 25 March 2009 and are still subsisting and capable of being enforced.
- 2 (16.03.2020) A Conveyance of the land tinted yellow on the title plan and other land dated 19 February 1862 made between (1) George Chalres Ernest Adolphus Howard Vyse and Thomas James Richard Hilton (2) John Johnston Elton Morecroft and William Frederick Morecroft and (3) Anne Smith contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (16.03.2020) A Conveyance affecting the land tinted brown, the land tinted yellow and the land hatched blue on the title plan dated 17 April 1879 made between (1) Richard Cunliffe and others and (2) Samuel Houson Booth contains covenants but neither the original conveyance nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (16.03.2020) A Conveyance of the land tinted brown on the title plan and other land dated 30 May 1883 made between (1) Daniel Aldersey Taylor and (2) William Laird and Edmund Taylor contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (16.03.2020) The land is subject to the following rights reserved by the Conveyance dated 30 May 1883 referred to above:-

C: Charges Register continued

"Saving and Reserving nevertheless unto the said Daniel Aldersey Taylor his heirs and assigns in common with the said William Laird and Edmund Taylor their heirs and assigns the right to use so much of the site for a continuation of the said North Esplanade of the same width as a continuation thereof to Rock Ferry aforesaid as a means for foot passengers only of access egress and regress to and from the approach to the pier of Rock Ferry as is included in the piece of land intended to be hereby conveyed"

6 (16.03.2020) A Conveyance tinted pink on the title plan dated 8 July 1902 made between (1) Daniel Maynard Taylor and Others and (2) Samuel Bond contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

7 (16.03.2020) The land tinted mauve on the title plan is subject to the rights granted by a Deed of Grant dated 12 March 2009 made between (1) The Mersey Docks And Harbour Company (Grantor) and (2) Shell U.K. Limited (Grantee).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS180322.

Schedule of restrictive covenants

1 (16.03.2020) The following are details of the covenants contained in the Conveyance dated 19 February 1862 referred to in the Charges Register:-

"AND the said Anne Smith for herself her heirs executors administrators and assigns doth hereby covenant with the said persons parties hereto of the first part their heirs and assigns and as a separate covenant with the said John Johnstone Elton Morecroft and William Frederick Morecroft their heirs executors and administrators in manner following (that is to say) That there shall not at any time hereafter be erected or stand or be upon such part of the said land as fronts the Esplanade any other building than one dwellinghouse or villa and the same shall be set back at least fifteen yards from the Esplanade and shall with its outbuildings be of the value of Five hundred pounds or upwards exclusive of the land That any dwellinghouse which shall be erected on such part of the said land as fronts Mersey Lane shall with its outbuildings be of the value of Four hundred pounds or upwards exclusive of the land And that any building now erected or hereafter to be erected on any part of the said land shall not be used or occupied as an Inn Hotel Tavern or Ale or Beer House And that no Courts or Back houses shall be erected on the said land or any part thereof And that the said Anne Smith her heirs or assigns shall not at any time hereafter carry on or permit or suffer to be carried on in any building now erected or hereafter to be erected on the said land or on any part thereof the trade of a Soap Boiler or use any such building as Herring House or Slaughter House or for any other noisome or offensive Trade or Business whatsoever And shall not at any time hereafter erect or put any Steam Engine on any part of the said land or in any building now erected or which may be erected thereon repair and keep repaired in a proper and sufficient manner so much of the walling and roadway of the North Esplanade as fronts the premises hereby conveyed and will keep the same fenced off with a paling or fencing uniform with that of the other frontages And that the said Anne Smith her heirs and assigns will also at her or their own expense for ever hereafter repair and keep repaired in a good and substantial manner one half the width of such part of the before mentioned passage as is co-extensive with the premises hereby conveyed and will also bear one half the expense of keeping the pump let into the party wall forming part of the southerly boundary of the said premises in good working order and repair.

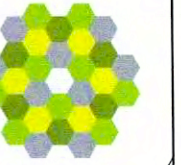
2 (16.03.2020) The following are details of the covenants contained in the Conveyance dated 30 May 1883 referred to in the Charges Register:-

"AND the said William Laird and Edmund Taylor do hereby respectively for themselves their heirs and assigns covenant with the said Daniel

Schedule of restrictive covenants continued

Aldersey Taylor his heirs and assigns that they the said William Laird and Edmund Taylor will not build or suffer to be erected or built upon the piece of land intended to be hereby conveyed any building or buildings other than respectable private dwellinghouses or a School or Schools And that they will repair and keep repaired in a proper and sufficient manner so much of the walling and roadway of the said North Esplanade as is included in and forms part of the piece of land hereby conveyed AND ALSO will keep the same fenced off from the remainder of the said piece of land with a fence uniform with that of the other owners or frontages"

End of register



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This official copy issued on 4 April 2022 shows the state of this title plan on 4 April 2022 at 15:11:19.
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These are the notes referred to on the following official copy

Title Number MS562863

The electronic official copy of the document follows this message.

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DATED 12th March 2009

THE MERSEY DOCKS AND HARBOUR COMPANY

- and -

SHELL U.K. LIMITED

LEASE

relating to

Tranmere Oil Terminal

Wirral Merseyside



Brabners Chaffe Street LLP
Horton House
Exchange Flags
Liverpool
L2 3YL
(Ref: SCG)

I certify this to be a true
copy of the original

Edward Bent 25/3/2009
Shell International Limited

brabners chaffe street

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Schedule 1 The Premises

Schedule 2 Form of Authorised Guarantee Agreement

Schedule 3 Schedule of Condition

PRESCRIBED CLAUSES

LR1. Date of lease

12th March 2009

LR2. Title number(s)

LR2.1 Landlord's title number(s)

MS180322 and MS522538

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

THE MERSEY DOCKS AND HARBOUR COMPANY

Maritime Centre, Port of Liverpool L21 1LA

Company Registered Number ZC000189

Tenant

SHELL U.K. LIMITED

Shell Centre London SE1 7NA

Company Registered Number is 00140141

Other parties

None

LR4. Property

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.

The Property as defined in the definition of "Property" in clause 1.1 and schedule 1 of this lease.

LR5. Prescribed statements etc.

None.

F:\Property\sgill\Mersey Docks\X2187-176-3-Tranmere Oil Terminal\Docs\2009-03-11 Lease final engrossed.doc

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of “Contractual Term”.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains provisions that prohibit or restrict dispositions (clause 17).

LR9. Rights of acquisition etc.

LR9.1 Tenant’s contractual rights 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

The easements as specified in clause 3 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

**LR14. Declaration of trust where there is more than one person comprising the
Tenant**

None

THIS LEASE is dated the 12th day of March 2009

BETWEEN:

- (1) **THE MERSEY DOCKS AND HARBOUR COMPANY**, incorporated in England and Wales as a public trust under the Mersey Docks and Harbour Act 1857 and reconstituted as a statutory company under the Mersey Docks and Harbour Act 1971 with registered number ZC000189 and whose head office is at Maritime Centre, Port of Liverpool L21 1LA (**Landlord**); and
- (2) **SHELL U.K. LIMITED**, incorporated and registered in England and Wales with company number 00140141 whose registered office is at Shell Centre London SE1 7NA (**Tenant**).

IT IS AGREED THAT:

1. Interpretation

- 1.1 The definitions and rules of interpretation set out in this clause 1 apply to this lease.

Administration Building:	the building referred to in the Schedule of Condition located at the heart of the "Y" of the Jetty shown edged and hatched blue on the Plan;
Affiliate:	a company which, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with a party;
Annual Rent:	rent for the period from 1 st January 2009 to 31 st December 2009 THREE MILLION THREE HUNDRED AND TWENTY NINE THOUSAND SIX HUNDRED AND SIXTY TWO POUNDS (£3,329,662.00) per annum and then as revised pursuant to this lease;
Bio-components:	Bio-components for blending into hydrocarbons including bio-ethanol and FAME;
Base Rent:	THREE MILLION ONE HUNDRED THOUSAND POUNDS (£3,100,000.00);
Base RPI Month:	November 2006;
Berth:	the North Stage and the South Stage of the Jetty;

Cargo:	hydrocarbon oils in bulk and petrochemicals in bulk and Bio-components in bulk discharged from or loaded to a vessel at the Berth;
Contractual Term:	a term of twenty three years beginning on, and including 1 st January 2009 and ending on and including 31 st December 2031;
CDM Regulations:	the Construction (Design and Management) Regulations 2007;
Default Interest Rate:	three percentage points above the Interest Rate;
Insurance Rent:	<p>the aggregate in each year of the gross cost of premium but including any discounts given thereon for:</p> <p>(a) the Landlord's insuring obligations contained in clause 8.1;</p> <p>(b) the insurance of loss of Annual Rent of the Property for two years (or such greater period not exceeding five years where such cover is available in the insurance market on reasonable terms) in respect of damage caused by marine impact subsidence or accidental damage and for five years in respect of damage caused by non-marine perils; and</p> <p>(c) any insurance premium tax payable on the above;</p>
Insured Risks:	fire, lightning, explosion, earthquake, impact by aircraft and articles dropped from them, riot, civil commotion, storm, flood, impact by ships vessels and vehicles, collision, subsidence, natural physical disasters and occurrences and such other risks against which the Landlord reasonably decides to insure against from time to time or which the Tenant reasonably requests the Landlord to insure against from time to time and Insured Risk means any one of the Insured Risks;
Interest Rate:	interest at the base lending rate from time to time of The Bank of England, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably

determined by the Landlord;

Jetty: the North Stage South Stage and access jetties thereto comprising Tranmere Oil Jetty together with the 14 mooring dolphins, stages, supports, booms anchorages and all equipment, structures and works relating or attached thereto all of which are shown coloured green on the Plan but not including the Administration Building;

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest registered at the Land Registry under title numbers MS522538 and MS180322;

Landlord's Representative: the person or persons appointed from time to time by the Landlord for the purposes so stated in this lease;

Permitted Use: the discharge and loading of Cargoes from and to vessels at the Berth and the storage receipt and delivery including by pipeline or other modes of transport of Cargoes and any other reasonable ancillary activities in connection therewith including the laying up of any vessel owned or chartered by the Tenant or any of its Affiliates;

Plan: the plan annexed hereto;

Port: the Port of Liverpool as defined in The Mersey Docks and Harbour Act 1971;

President: the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf;

Property: the Property described in the Schedule 1;

Rent Commencement Date : 1st January 2009;

Rent Payment Dates: 15th day of each month;

Reservations: all of the rights excepted, reserved and granted

to the Landlord by this lease;

RPI:	The Retail Price Index or any official index replacing it;
Review Date:	1 st January 2010 and every 1 st January in every year thereafter during the Contractual Term;
Schedule of Condition:	the Schedule of Condition agreed by the parties a copy of which is annexed hereto at Schedule 3;
Service Media:	all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;
Southern Outfall Sewer:	if in existence the sewer shown by a dotted yellow line on the Plan;
Third Party Rights:	all rights, covenants and restrictions affecting the Property referred to at the date of this lease in the proprietorship and charges registers of title numbers MS522538 and MS180322;
VAT:	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax;
1954 Act:	Landlord and Tenant Act 1954;
1970 Conveyance:	the conveyance referred to at entry 2 of Title MS522538 dated 24 July 1970 made between The Queen's Most Excellent Majesty (1) The Crown Commissioners (2) and the Mersey Docks and Harbour Board (3).

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the 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 and assigns.
- 1.4 A reference to "**parties**" means the Landlord and the Tenant and "**party**" shall mean either one of them (as applicable).

1.5

- 1.5.1 In this clause the **Independent Surveyor** is the independent surveyor appointed pursuant to clause 1.5.4.
- 1.5.2 In relation to any payment under clauses 10 or 11 of this lease, a reference to a **fair proportion** is to a fair proportion of the total amount payable having regard to the benefit to the Property and the Tenant of the matter paid for in the light of the Permitted Use
- 1.5.3 A fair proportion wherever referred to in this lease shall be determined conclusively (except as to questions of law) in the absence of agreement by the Parties by the Independent Surveyor
- 1.5.4 If an independent surveyor needs to be appointed to determine any matters referred to in clauses 1.5.2 or 1.5.3, the Landlord and the Tenant may appoint such a surveyor at any time before either of them applies to the President for the independent surveyor to be appointed. The independent surveyor shall be a Fellow of the Royal Institution of Chartered Surveyors with at least 10 years experience of industrial property.
- 1.5.5 The Independent Surveyor shall act as an expert not as an arbitrator.
- 1.5.6 The Independent Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Independent Surveyor and to make written counter-representations commenting on the representations of the other party to the Independent Surveyor.
- 1.5.7 If the Independent Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 1.5.4 shall then apply in relation to the appointment of a replacement.
- 1.5.8 The fees and expenses of the Independent Surveyor and the cost of the Independent Surveyor's appointment and any counsel's fees, or other fees, incurred by the Independent Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Independent Surveyor directs (or if the Independent Surveyor makes no direction, then equally). The Landlord and the Tenant shall otherwise each bear their own costs in connection with the determination of the matters mentioned in clauses 1.5.2 and 1.5.3. The Landlord and the Tenant may, by agreement, appoint the Independent Surveyor at any time before either of them applies to the President for the Independent Surveyor to be appointed.
- 1.6 The expressions **landlord covenant** and **tenant covenant** each have the meaning given to them by the Landlord and Tenant (Covenants) Act 1995.

- 1.7 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.8 "**Control**" means in relation to any company, having legal and beneficial ownership of not less than 50 per cent. of the voting rights attached to the issued share capital of that company, and "**controlled**" shall be construed accordingly.
- 1.9 A reference to the **term** is to the Contractual Term and any agreed or statutory continuation of this lease.
- 1.10 A reference to the **end of the term** is to the end of the term however it ends.
- 1.11 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 47.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 47.5.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.13 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.14 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.15 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done.
- 1.16 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.17 A **person** includes a corporate or unincorporated body.
- 1.18 References to **writing** or **written** do not include faxes or email.
- 1.19 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.20 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. Grant

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual 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 excepting and reserving to the Landlord and Wirral Borough Council the Southern Outfall Sewer and subject to and with the benefit of the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - 2.3.1 the Annual Rent and all VAT in respect of it;
 - 2.3.2 the Insurance Rent; and
 - 2.3.3 all interest payable under this lease; and
 - 2.3.4 all other sums due under this lease.

3. Ancillary Rights

- 3.1 The right so far as the Landlord can grant the same at all times and for the purposes of this lease including the Permitted Use for the Tenant its servants agents and independent contractors with or without vehicles to pass and repass over and along:-
 - 3.1.1 the roadway slipway and foreshore leading from Bedford Road Tranmere to the foreshore of the Landlord situate on the South side of the Property; and
 - 3.1.2 the portion of North End Esplanade Tranmere shown coloured yellow on the Plan

PROVIDED THAT neither the Landlord nor the Tenant shall under any circumstances nor at any time place or deposit or permit to be placed or deposited thereon any vehicle item article or material in such a way as to cause an obstruction AND PROVIDED ALSO THAT the Landlord shall be obliged to offer to the Tenant a reasonable alternative right of way should its capacity to grant the above mentioned rights or any of them be removed or challenged.

- 3.2 The right for the Tenant its servants agents and contractors with or without vehicles to enter on such part or parts of the foreshore of the Landlord adjoining the Property as is necessary from time to time to maintain inspect and renew the river walls between the points marked "A" and "B" on the Plan.

The Tenant shall in respect of the rights granted by clause 3.2 forthwith make good to the reasonable satisfaction of the Landlord's Representative all

damage occasioned to the Landlord's Neighbouring Property by the exercise of any such right.

- 3.3 The right for the Tenant to retain upon the Property anything installed or placed on under over or through the Property by or on behalf of the Tenant or any previous tenants of the Property or part thereof or their respective Affiliates whether before or after the start of the term including any buildings structures erections fixtures fittings tanks bunds pipelines plant machinery equipment Service Media or other works and to use the same in connection with the Permitted Use without limitation other than as provided in this Lease.

4. Rights Excepted and Reserved

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

4.1.1 The free running and passing of water and soil gas and electricity coming from or passing to any other building or land in and through Service Media now on over or under the Property;

4.1.2 The right to build on or rebuild or alter any adjacent or neighbouring land or buildings in any manner whatsoever or otherwise deal therewith notwithstanding that the light or air to the Property is in any such case thereby diminished or prejudicially affected;

4.1.3 The right to support and shelter and all other rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the term hereby granted or vested in the Landlord;

4.1.4 The right for the Landlord and the Wirral Borough Council with or without vehicles to enter upon the Property at all reasonable times and with prior notice (except in an emergency) for the purpose of inspecting maintaining repairing and renewing the sewer known as the Southern Outfall Sewer, to the extent that it runs under the Property;

4.1.5 The right to berth at the Jetty without charge vessels used by the Landlord in connection with its harbour authority conservancy and pilotage functions for the purposes of:

4.1.5.1 embarking and disembarking persons and loading and unloading equipment and stores on and from such vessels arising out of or in connection with the Tenant's use of the Property and provided that the Landlord shall not thereby impede the use of the Jetty by the Tenant's vessels unless such impediment arises out of or in connection with any emergency;

- 4.1.5.2 performing any operation in relation to the Property and arising out of or connection with the Tenant's use of the Property;
- 4.1.5.3 dealing with any emergency in the Port;
- 4.1.6 The right with or without vehicles to pass and repass over the Property by the route shown hatched black on the Plan for the purposes of complying with the Landlord's obligation to the Wirral Borough Council under Section 12(5) of the Mersey Docks and Harbour Board Act 1901 by the construction if required of a sewer with all necessary manholes and other ancillary works under the foreshore shown hatched green on the Plan;
- 4.1.7 The right to occupy and use without charge the electrical substation shown coloured brown on the Plan and to maintain in position an electric cable along the line coloured purple between the points marked "C" and "D" on the Plan together with the right to pass and repass with or without vehicles over the route indicated by red arrows on the Plan for the purpose of maintaining inspecting renewing and repairing any equipment at the said substation or comprised in the said cable;
- 4.1.8 Only to the extent they affect the Property, the rights granted in a deed of grant dated 12th March 2009 made between the Mersey Docks and Harbour Company (1) and Shell U.K. Limited (2).

5. Third Party Rights

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights other than the covenants in clause 2 of the 1970 Conveyance (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 Right.
- 5.2 The Tenant shall allow any person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.
- 5.3 The Landlord shall keep the Tenant indemnified against all expenses, costs, claims, damage and loss arising from any breach of the covenants in clause 2(2) of the 1970 Conveyance.

6. The Annual Rent

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in arrears on or before the Rent Payment Dates.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily

basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

7. Review of The Annual Rent

7.1 In this clause the **Surveyor** is the independent valuer appointed pursuant to clause 7.10.

7.2 The amount of Annual Rent shall be reviewed on each Review Date to the greater of:

(a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); and

(b) the indexed rent determined pursuant to this clause 7.

7.3 The indexed rent shall be determined at the relevant Review Date by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

7.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

7.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant by the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date.

7.6 Time shall not be of the essence for the purposes of this clause 7.

7.7 Subject to clause 7.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of any such change.

7.8 If either the Landlord or the Tenant reasonably believes that any change referred to in clause 7.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 7 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate

the indexed rent in accordance with this clause 7, then the Landlord and the Tenant shall agree an alternative mechanism for reviewing the Annual Rent, including substituting an alternative index for the RPI.

- 7.9 If any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 7, or if the Landlord and the Tenant fail to reach agreement under clause 7.8, the question, dispute or disagreement is to be determined by the Surveyor, who shall have full power to determine the question, dispute or disagreement, including the power to specify an alternative mechanism for setting the Annual Rent, including substituting an alternative index for the RPI.
- 7.10 If an independent valuer needs to be appointed to determine any matters referred to in this clause 7, the Landlord and the Tenant may appoint such a valuer at any time before either of them applies to the President for an independent valuer to be appointed. The independent valuer shall be a Fellow of the Royal Institution of Chartered Surveyors.
- 7.11 The Surveyor shall act as an expert and not as an arbitrator.
- 7.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor.
- 7.13 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.10 shall then apply in relation to the appointment of a replacement.
- 7.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 7.15 The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

8. Insurance

- 8.1 Subject to clause 8.3, the Landlord shall keep the Jetty and the landlord's fixtures and fittings thereon insured in the joint names of the Landlord and the Tenant at reasonable and competitive rates with a reputable insurer of good financial standing under an all risks policy against loss or damage by as a

minimum the Insured Risks in an amount which from time to time will in the event of the Jetty and the landlord's fixtures and fittings thereon being wholly destroyed pay for the complete replacement cost thereof taking inflation of building costs into account and including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses.

8.2 The Landlord shall:

8.2.1 ensure that the insurers waive their subrogation rights in respect of all claims resulting from damage to the Jetty and landlord's fixtures and fittings thereon against the Tenant and also whilst any or all of Shell U.K. Limited (Company Registration No. 00141410) and its Affiliates are the Tenant against Shell U.K. Oil Products Limited (Company Registration No. 03625633) or any other Affiliate of Shell U.K. Limited providing agency and/or operator services at the Property to any or all of Shell U.K. Limited and its Affiliates whilst Tenant;

8.2.2 at all times promptly provide the Tenant with an up to date copy of the policy of insurance and all changes thereto together with evidence of payment of the premiums.

8.3 The Landlord's obligation to insure is subject to:

8.3.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

8.3.2 insurance being available in the insurance market on reasonable terms.

8.4 The Tenant shall pay to the Landlord on demand:

8.4.1 the Insurance Rent;

8.4.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy in relation to the repair and replacement of the Jetty and the landlord's fixtures and fittings thereon or the loss of annual rent for the Property; and

8.4.3 any reasonable and proper costs that the Landlord incurs in obtaining a valuation of the Jetty and the landlord's fixtures and fittings thereon for insurance purposes but not more frequently than every three years.

If the Landlord insures the Jetty and the landlord's fixtures and fittings thereon together with other premises, the amount of the Insurance Rent shall be a fair proportion of the total cost of insurance for the Jetty and the landlord's fixtures and fittings thereon together with such other premises and in calculating such fair proportion part (a) of the Insurance Rent shall be the same proportion of the total cost of insurance as the sum insured for the Jetty and the landlord's fixtures and fittings thereon is of the total sums insured for

the Jetty and the landlord's fixtures and fittings thereon together with the other premises and the amount of part (b) of the Insurance Rent shall be the same proportion of the total cost of insurance as the loss of rent sums insured for the Property are of the total loss of rent sums insured for the Property together with the other premises.

8.5 The Tenant shall:

8.5.1 give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Jetty and the landlord's fixtures and fittings thereon provided that the Tenant shall have been given sufficient notice in writing of what the insurers and underwriters treat as being so material;

8.5.2 not do or omit anything as a result of which any policy of insurance of the Jetty and the landlord's fixtures and fittings thereon may become void or voidable or otherwise prejudiced, or the payment of any policy money shall be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium shall become payable provided that the Tenant shall have been given sufficient notice in writing of the matters which the insurers and underwriters treat as voiding the policy or which will result in policy monies being withheld or in increased or additional insurance premiums;

8.5.3 comply at all times with the requirements of the insurers relating to the Jetty and the landlord's fixtures and fittings thereon of which the Tenant has had sufficient notice in writing;

8.5.4 give the Landlord forthwith notice of the occurrence of any damage or loss relating to the Jetty and the landlord's fixtures and fittings thereon arising from an Insured Risk or of any other event that might materially adversely affect any insurance policy relating to the Jetty and the landlord's fixtures and fittings thereon;

8.5.5 pay the Landlord an amount equal to any insurance money for repair and replacement of the Jetty and the landlord's fixtures and fittings thereon or the loss of rent for the Property that the insurers of the Jetty and the landlord's fixtures and fittings thereon refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Jetty with the actual or implied authority of any of them.

8.6 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in replacement of the Jetty and the landlord's fixtures and fittings thereon

making up any shortfall out of its own resources. The Landlord shall not be obliged to:

- 8.6.1 provide accommodation identical in layout or design so long as a modern replacement is provided which does not prejudice the Tenant's use and enjoyment of the Property at at least the same levels of capacity as were potentially possible prior to the destruction or damage; or
 - 8.6.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
 - 8.6.3 repair or rebuild the Jetty and the landlord's fixtures and fittings thereon after a notice has been served pursuant to clause 8.8.
- 8.7 If the Jetty and/or the landlord's fixtures and fittings thereon:-
- 8.7.1 are damaged or destroyed by an Insured Risk so as to be unfit for occupation and/or use; and/or
 - 8.7.2 incapable of access as a result of an Insured Risk;

then, unless the policy of insurance of the Jetty and the landlord's fixtures and fittings thereon has been vitiated in whole or in part in consequence of any act or omission of the Tenant, or its workers, contractors or agents or any other person on the Jetty with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the earlier of the date the Jetty and the landlord's fixtures and fittings thereon are again fit for occupation and use and accessible or the date which is five years after the date of damage or destruction. Such suspension shall include a repayment to the Tenant of any sums of rent already paid in respect of the period whilst the Jetty and/or the landlord's fixtures and fittings thereon are so damaged or destroyed so as to be unfit for occupation and/or use and/or incapable of access

- 8.8 Either the Tenant or the Landlord may terminate this lease by giving notice to the other if, following damage or destruction by an Insured Risk, the Jetty and/or the landlord's fixtures and fittings thereon have not been reinstated so as to be fit for occupation and use and accessible within seven years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease and of the Tenant in respect of any breach of the landlord covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

9. Rates and Taxes

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

9.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

9.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

10. Utilities

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property in connection with the Permitted Use.

10.2 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.

10.3 The Tenant shall comply with all laws of the relevant suppliers relating to the use of those services and utilities.

10.4 If any of those services are supplied by the Landlord the Landlord shall bill the Tenant separately for them on such terms as shall be agreed from time to time by the parties but in any event on terms no less favourable than its published tariff for them from time to time.

11. Common Items

The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used by the Property in common with other property.

12. VAT

12.1 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.

12.2 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.

13. Default Interest

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, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

14. Costs

The Tenant shall pay the proper and reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

- 14.1 serving 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;
- 14.2 the preparation and service of a schedule of dilapidations in connection with this lease within six months of the end of the term; and
- 14.3 any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unlawfully withheld or unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

15. No Deduction, Counterclaim or Set-off

The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

16. Registration of this Lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at the Land Registry. The Tenant shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly. The Landlord shall use all reasonable endeavours to assist the Tenant with any requisitions that may be raised by the Land Registry including as to title charges or plans. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17. Dealings

- 17.1 The Tenant shall not sublet or otherwise part with possession of the whole or any part of the Property save as permitted in this clause 17.
- 17.2 The Tenant shall not assign part only of this lease.
- 17.3 The Tenant shall not assign the whole of this lease without the consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 17.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement in the form annexed hereto as Schedule 2 to which the Landlord also covenants to be a party on those terms.
- 17.5 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment:
- 17.5.1 if any monies payable by the Tenant which have been due under this lease or the Charging Agreement referred to in clause 17.5.3 are outstanding at the date of application for such consent provided that such monies are due and have been properly and formally ascertained under this lease or as the case may be the said Charging Agreement at least 1 month prior to the date of such application;
- 17.5.2 if the proposed assignee is not a person who in the Landlord's reasonable opinion is likely to be able to comply with the tenant covenants in this lease;
- 17.5.3 if there is not contemporaneous with an assignment a lawful assignment to the same assignee of a Charging Agreement made between (1) the Landlord (2) the Manchester Ship Canal Company and (3) the Tenant dated the same date as this Lease provided that such Charging Agreement remains in force and has not been terminated or otherwise brought to an end.
- 17.6 The Tenant shall not underlet the whole or any part of the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 17.7 Upon any underletting the Tenant shall procure a direct covenant by the undertenant with the Landlord to observe and perform:
- 17.7.1 the tenant covenants of the underlease and any document that is supplemental or collateral to it; and

17.7.2 the tenant covenants of this lease but only to the extent applicable to the property underlet and not including the covenants to pay the rents reserved by this lease.

17.8 In the case of underlettings to undertenants who are limited companies the Landlord as a condition of its consent to the underletting may if reasonable require the undertenant to procure that a person of standing reasonably acceptable to the Landlord guarantees with the Landlord as surety that the undertenant will observe and perform the tenant covenants of this lease but only to the extent applicable to the property underlet and not including the covenants to pay the rents reserved by this lease.

17.9 The Tenant may share occupation of the Property with any of its Affiliates for as long as that company remains an Affiliate and provided that no relationship of landlord and tenant is established by that arrangement.

17.10

17.10.1 In this clause 17.10 a Transaction is:

17.10.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

17.10.1.2 the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease.

17.10.2 No later than one month after a Transaction the Tenant shall give the Landlord's solicitors notice of the Transaction together with a certified copy of any deed affecting the Transaction.

18. Closure of the Registered Title of this Lease

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by the 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. The Landlord shall use all reasonable endeavours to assist the Tenant with any requisitions that may be raised by the Land Registry in respect of its interest in the Property.

19. Repairs

19.1 The Tenant shall from time to time and at all times during the term keep in good and substantial repair and condition and in all respects to the reasonable satisfaction of the Landlord's Representative the whole of the Property and all additions thereto and will (subject to clause 41 hereof) at the expiration or

sooner determination of the term deliver up the Property to the Landlord in such repair and condition fair wear and tear excepted provided that in respect of the Jetty only it is hereby agreed that the covenant to deliver up in such repair and condition shall be satisfied if the Jetty is in such repair and condition fair wear and tear excepted as that described in the Schedule of Condition and provided further that this clause 19.1 shall not apply to the Administration Building.

- 19.2 Whilst still in existence the Tenant shall keep the Administration Building secure and the parties agree that save as provided in Clause 41, this is the Tenant's only obligation under this lease with regard to the Administration Building.
- 19.3 The Tenant shall at all times during the Term keep all fences walls or other boundary structures to the Property in good and substantial repair and condition and in all respects to the reasonable satisfaction of the Landlord's Representative.
- 19.4 The Tenant shall not be liable to repair the Jetty and the landlord's fixtures and fittings thereon or comply with clause 19.2 to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Jetty and the landlord's fixtures and fittings thereon has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Jetty with the actual or implied authority of any of them.

20. Inspection of the Property

The Tenant shall permit the Landlord and all persons authorised by it upon giving reasonable notice to the Tenant to enter at all reasonable times (provided that the requirements as to reasonable notice and times shall not apply in the event of an emergency) upon the Property:

- 20.1 to inspect the river walls between the points shown marked "A" and "B" on the Plan and the Jetty and the machinery plant and fittings thereat and will within three calendar months after notice in writing of any defects and wants of repair shall have been given or left at the Property for the Tenant well and sufficiently repair and make good such defects and wants of repair in such manner as may reasonably be directed by the Landlord and if so required under the inspection of such person as may be appointed by the Landlord and in default thereof the Landlord shall be at liberty by itself its contractors or servants at the expense of the Tenant to repair and amend all defects and wants of repair in respect whereof notice shall have been given or left as aforesaid and the reasonable expenses thereby incurred as certified by the Landlord's Representative shall be paid to the Landlord by the Tenant on demand;
- 20.2 to inspect maintain repair and renew any of the Landlord's services and facilities at the Property the Landlord performing such operations as

expeditiously as possible and making good at its own expense and as expeditiously as possible any damage occasioned to the Property thereby;

PROVIDED THAT such rights shall be exercised in accordance with such conditions as the Tenant shall reasonable impose for the protection of its operations at the Property.

21. Emergency Access

The Tenant shall provide facilities to enable the Landlord to have access to and egress from the Property in the event of an emergency at the Property or in the Port.

22. Alterations

22.1 The Tenant shall not make any alterations to the Property nor erect construct or place within 50 feet of the river wall or on the Jetty any new buildings fixtures sewers drains tanks pipe lines erections or other works without first obtaining the consent in writing of the Landlord and the approval by the Landlord of plans and specifications of all such work proposed to be done such consent and approval not to be unreasonably withheld or delayed PROVIDED:

22.1.1 that such consent or approval shall not place upon the Landlord any liability for any loss or damage incurred as a result of such alterations or works;

22.1.2 that all work carried out by or on behalf of the Tenant shall be to the reasonable satisfaction of the Landlord's Representative and in reasonable accordance with the said approved plans and specifications;

22.1.3 that this clause shall not apply to any minor alteration not involving structural works.

22.2 The Tenant shall not make any alterations to nor extend the river walls of the Property without the prior written consent also of the Admiralty and of the Mersey Conservancy Commissioners or the Acting Conservator of the River Mersey on their behalf being obtained or otherwise than in accordance with such plans and specifications and subject to such restrictions and regulations as it or he may approve or prescribe.

23. Costs of Acting Conservator

The Tenant shall pay one half of the costs of any survey or examination of the Property which the Mersey Conservancy Commissioners or the Acting Conservator of the River Mersey on their behalf deems it expedient to order.

24. Lights

24.1 Subject to clause 24.2 the Tenant shall not erect nor put any light sign or advertisement at the Property which in the reasonable opinion of the Landlord may interfere with or be mistaken for a navigation light or other aid to navigation.

24.2 The Tenant shall exhibit at the Property every night from sunset to sunrise such lights and take such other steps for the prevention of danger to navigation as the Landlord shall from time to time direct.

25. Use

The Tenant shall not use the Property for any purpose other than the Permitted Use.

26. Compliance with Laws

26.1 The Tenant shall comply with all laws relating to:

26.1.1 the Property and the occupation and use of the Property by the Tenant;

26.1.2 the use of all Service Media and machinery and equipment at or exclusively serving the Property;

26.1.3 any works carried out at the Property; and

26.1.4 all materials kept at or disposed from the Property.

26.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

26.3 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

26.4 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

26.5 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it.

26.6 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Jetty and shall keep that machinery, equipment and alarms properly maintained.

27. Encroachments, Obstructions and Acquisition of Rights

- 27.1 The Tenant shall not grant any right over the Property to a third party.
- 27.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- 27.2.1 upon becoming aware of the same promptly give notice to the Landlord; and
- 27.2.2 at the Landlord's sole expense take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action Provided that the Tenant shall not be obliged to take any steps which would adversely effect in any way its use and enjoyment of the Property or its business.
- 27.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property PROVIDED that the same shall not prevent the use of the Property for the Permitted Use.
- 27.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 27.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- 27.5.1 Upon becoming aware of the same promptly notify the Landlord; and
- 27.5.2 At the Landlord's sole expense take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction Provided that the Tenant shall not be obliged to take any steps which would adversely effect in any way its use and enjoyment of the Property or its business.

28. Remedy Breaches

- 28.1 The Landlord may enter the Property upon reasonable prior notice to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 28.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice or such longer period as is reasonable having regard to the nature of the works (or if works are required as a matter of emergency, then forthwith) or if once the works are begun the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

28.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause 28 (and any professional fees and any VAT in respect of those costs) shall payable by the Tenant to the Landlord within 14 working days of demand.

29. Effluent entering drains

The Tenant shall take all reasonable precautions to prevent any effluent from entering any of the drains of the Landlord on or adjacent to the Property without first obtaining the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

30. Byelaws

The Tenant shall obey all Byelaws and Regulations of the Landlord in relation to the Port in force from time to time and of which the Tenant shall have had adequate notice.

31. Nuisance

The Tenant shall not deposit, do or suffer on the Property or any part thereof any act matter or thing whatsoever which may be a nuisance or cause damage or disturbance to the Landlord or the owners, lessees or occupiers of any adjoining or neighbouring property. This clause 31 is without prejudice to the Tenant's right to use the Property for the Permitted Use provided the Tenant takes all reasonable and practicable measures to prevent or minimise any nuisance damage or disturbance created thereby or resulting therefrom.

32. Escape and Leakages

The Tenant shall adopt every reasonable precaution to prevent the escape or leakage into the River Mersey or on to the Jetty of Cargoes or any other product of a kindred nature from the Property or from the pipelines and other apparatus on the Jetty and in particular shall cause:-

32.1 the drainage surface water washing waste and other liquid residue from the Property (other than liquid from toilets lavatories and kitchens) intended to be discharged whether directly or indirectly into the River Mersey to be passed through an efficient oil separator before being so discharged; and

32.2 every drain (including every trap separator or other apparatus forming part thereof) constructed by the Tenant for the purpose of carrying any liquid required by this clause 32 to be drained or passed through a separator to be provided with adequate free ventilation.

In the event of any such escape or leakage the Tenant shall forthwith inform the Landlord's Representative and shall be responsible for removing the same from the River or the Jetty or otherwise making good the damage at the Tenant's own expense.

33. Indemnity

The Tenant shall be responsible for and provide against all risks and contingencies including death or personal injury of any person or damage to any property whatsoever that may arise in respect of its occupation or use of the Property and will indemnify the Landlord against all proceedings claims and expenses (including costs as between Solicitor and own Client) whatsoever arising out of or in consequence of the business operations and works carried on at the Property or of the condition of the Property or the machinery plant or fixtures or fittings thereat or works ancillary thereto or of any act neglect or default of the Tenant their contractors servants agents licensees or invitees.

34. Service Media

The Tenant will permit the Landlord and all persons authorised by it upon giving reasonable notice (unless the giving of such notice is not possible due to an emergency) to the Tenant to enter upon the Property to repair alter or remove any or all Service Media affixed over upon in or under the Property used exclusively by premises other than the Property and the Landlord shall make good any damage caused to the Property thereby. In performing such operations the Landlord shall cause as little disruption as possible to the use of the Property by the Tenant and shall compensate the Tenant for any loss occasioned thereby. PROVIDED that any such rights shall be exercised in accordance with such conditions as the Tenant shall reasonably impose for the protection of its operations at the Property.

35. Southern Outfall Sewer

The Tenant will not erect any building nor store any articles above the Southern Outfall Sewer other than those of a light or mobile character which can be instantly removed

36. Landlord's Covenant for Quiet Enjoyment

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 lawful interruption by the Landlord or any person claiming under the Landlord.

37. Condition for Re-entry

37.1 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:

37.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

37.1.2 any breach of any condition of, or tenant covenant, in this lease;

37.1.3 where the Tenant is a corporation:

- 37.1.3.1 entering into any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or
- 37.1.3.2 the making of an application for an administration order or the making of an administration order in relation to the Tenant; or
- 37.1.3.3 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
- 37.1.3.4 the appointment of a receiver or manager or an administrative receiver in relation to the Property; or
- 37.1.3.5 the commencement of a voluntary winding-up in respect of the Tenant, 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; or
- 37.1.3.6 the making of a petition for a winding-up order or a winding-up order in respect of the Tenant; or
- 37.1.3.7 the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off; or
- 37.1.3.8 the Tenant otherwise ceasing to exist.

37.2 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, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

38. Use of the Jetty

Subject to clause 4.1.5 hereto the Tenant shall be allowed the exclusive use of the Jetty for vessels capable of being handled thereat but such user shall be subject to the Regulations of the Port applicable from time to time.

39. Customs Accommodation

The Tenant shall provide at its own expense any office or other accommodation which may be required at the Property by the Customs Authorities in connection with the Tenant's business.

40. River Unusable

If for any reason beyond the control of the Landlord the River Mersey or the approaches thereto or any part thereof shall become unusable for vessels proceeding to or from the Jetty the Tenant shall have no claim whatsoever against the Landlord for loss or damage or expense arising therefrom or in any way connection therewith except as may be provided by clause 8.7.

41. Removal of Buildings

The Tenant:

41.1 may on quitting the Property all rent due hereunder having previously been paid; or

41.2 shall if called upon to do so by the Landlord;

during the last twelve months or such longer period as the parties may agree preceding the expiry or sooner determination of the term at its own expense remove all or any buildings structures fixtures sewers drains tanks pipelines erections bunds or other works machinery plant or fittings which may have been erected or placed by or on behalf of the Tenant or any previous tenants of the Property or part thereof at or under the Property and shall also at its own expense if so required by the Landlord after such removal make good the Property to the reasonable satisfaction of the Landlord's Representative. Provided that the Tenant shall not be entitled or required to remove the Jetty or the Administration Building pursuant to this clause PROVIDED ALSO that in exercising its rights under this clause 41 the Landlord shall first consult with the Tenant and shall use its best endeavours to avoid unnecessary cost to the Tenant under this clause provided always that adequate work will be done consistent with what a prudent landlord would require having regard to any future potential uses of the Property.

42. Ownership of Fixtures

All buildings, structures, erections, fixtures, fittings, tanks, bunds, pipelines, plant, machinery and equipment, Service Media used exclusively by the Property, or other works upon under over or through the Property other than the Jetty shall be the property of the Tenant.

43. Consultation

The Landlord shall consult with the Tenant in advance on any proposal to make Byelaws or Regulations under the Landlord's statutory powers or otherwise in connection with the operation of the Port and which may affect the operations of the Tenant at the Property.

44. Statutory Duties

Nothing herein contained shall prevent the performance of the duties and obligations which the Landlord may necessarily have to perform from time to time by virtue of any act of parliament or any order of any public authority.

45. Liability

45.1 At any time when the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord and the Tenant may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

45.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

46. Exclusion of Representations

46.1 The Tenant acknowledges that in entering into this lease it is not relying on, and shall have no remedy in respect of, any statement or representation made by or on behalf of the Landlord.

46.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

46.3 Nothing in this clause 46 shall, however, operate to limit or exclude any liability for fraud.

47. Notices, Consents and Approvals

47.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

47.2 A written notice shall be delivered by hand or sent by pre-paid first class post or special delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post. In the case of notices to Shell U.K. Limited or its Affiliates a copy shall be delivered at the same time by the same methods to LSUK/1 Legal Services Shell Centre London SE1 7NA or such other address as shall be notified from time to time.

47.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

47.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

47.4.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord; and

47.4.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

47.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

47.5.1 the approval is being given in a case of emergency; or

47.5.2 this lease expressly states that the approval need not be in writing.

47.6 If the Landlord 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.

48. Rights of Entry

In exercising any rights of entry under the lease the Landlord shall comply with the Tenant's health safety and environmental protection procedures previously notified in writing by the Tenant to the Landlord.

49. Governing Law and Jurisdiction

49.1 This lease shall be governed by and construed in accordance with the law of England and Wales.

49.2 The Landlord and the Tenant irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

50. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

51. Landlord and Tenant (Covenants) Act 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

IN WITNESS this lease has been executed and delivered as a Deed by the parties on the date first above written

SCHEDULE 1

The Property

All that piece of land comprising 49.24 acres or thereabouts and situate at Tranmere Merseyside shown edged red on the Plan including the river walls between the points marked "A" and "B" on the Plan AND TOGETHER also with the Jetty BUT otherwise excluding anything installed or placed on under over or through the said land and Jetty by or on behalf of the Tenant or any previous tenants of the Property or part thereof or their respective Affiliates whether before or after the start of the term including any buildings, structures, erections, fixtures, fittings, tanks, bunds, pipelines, plant, machinery, equipment, Service Media, or other works.

SCHEDULE 2
FORM OF AUTHORISED GUARANTEE AGREEMENT
Copy Attached

SCHEDULE 3
SCHEDULE OF CONDITION
Copy Attached

EXECUTED as a DEED
by THE MERSEY DOCKS AND
HARBOUR COMPANY
acting by:

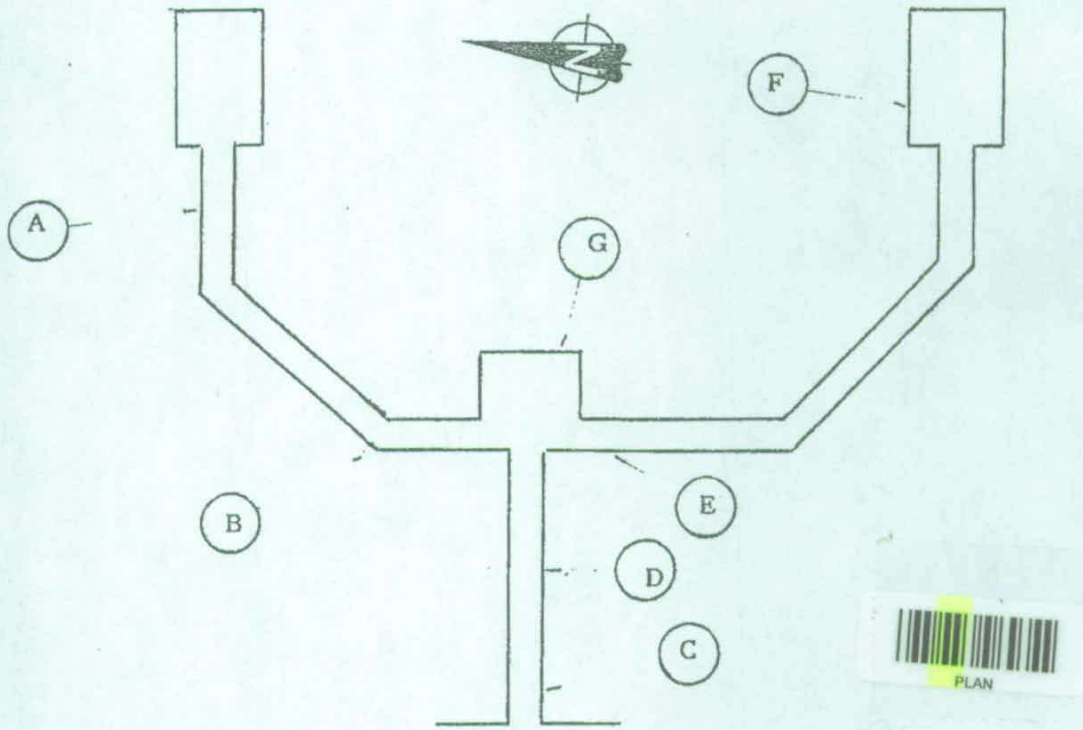
)
)
)

Director: *Stephen Bester*

Director/Secretary: *WJ Bester*

TRANMERE OIL TERMINAL
CONCRETE TESTING

APPENDIX D



SAMPLES TESTED FOR CARBONATION, CHLORIDE & CEMENT CONTENT

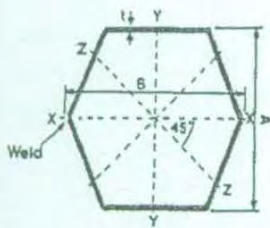
Area	Sample	Member	Access
A	Core	Beam	Scaffold
	Core	Beam	Scaffold
	Core	Bracing	Scaffold
B	Detached Section	Beam	N/A
C	Core	Column	Beach
D	Core	Column	Beach
E	Core	Column	Beach
F	Core	Column	Stairway
	Core	Bracing	Stairway
G	Detached Section	Beam	N/A

WARD ASHCROFT & PARKMAN

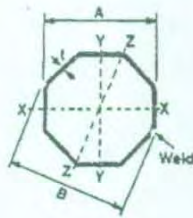
NOVEMBER 1985

TRANMERE OIL TERMINAL SURVEY

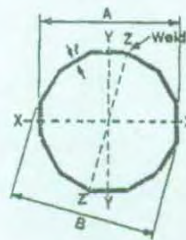
164 Steel Box Piles — Dimensions and Properties



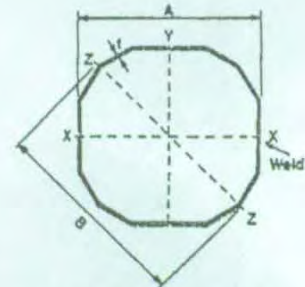
RENDHEX BOX PILES 3, 4 & 6



FRODINGHAM BOX PILE No. 4



FRODINGHAM BOX PILE No. 6



FRODINGHAM BOX PILE No. 8

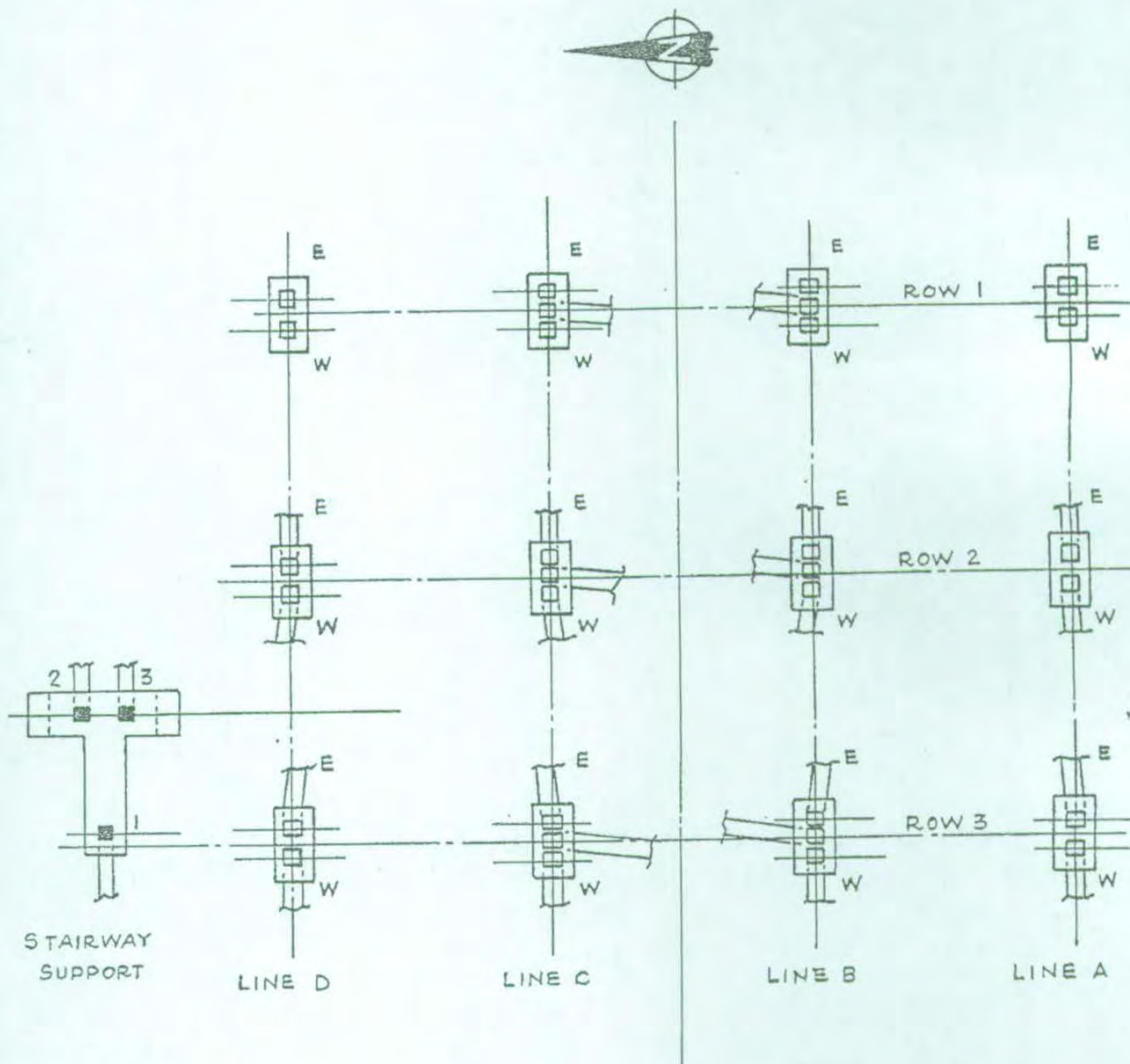
Table G4

Designation	Mass	Area of Steel	Dimensions			Radius of gyration			Elastic modulus			Perimeter	Overall area of section
			A	B	t	About XX	About YY	About ZZ	About XX	About YY	About ZZ		
	kg/m	cm ²	mm	mm	mm	cm	cm	cm	cm ²	cm ²	cm ²	mm	cm ²
Rendhex No. 3	105.71	134.3	330	327	12.7	12.0	10.7	11.4	1180	945	949	1120	868
Rendhex No. 4	171.44	217.4	406	414	15.9	15.1	14.1	14.6	2466	2083	1935	1420	1422
Rendhex No. 6	240.33	305.3	508	508	17.8	19.0	17.2	18.2	4356	3572	3395	1780	2163
Frodingham No. 4	167.6	213.7	419	451	15.9	14.6	14.6	14.6	2183	2183	2025	1390	1460
Frodingham No. 6	233.4	297.9	533	552	17.8	18.5	18.5	18.5	3802	3802	3670	1715	2560
Frodingham No. 8	313.0	398.0	673	749	17.8	24.5	24.5	24.5	7063	7063	6342	2273	3970

Notes: Box pile sections are continuously welded, minimum throat thickness equal to t, and short internal return welds are provided at both ends.



ULTRASONIC STEEL THICKNESS TESTS



TRANMERE OIL TERMINAL

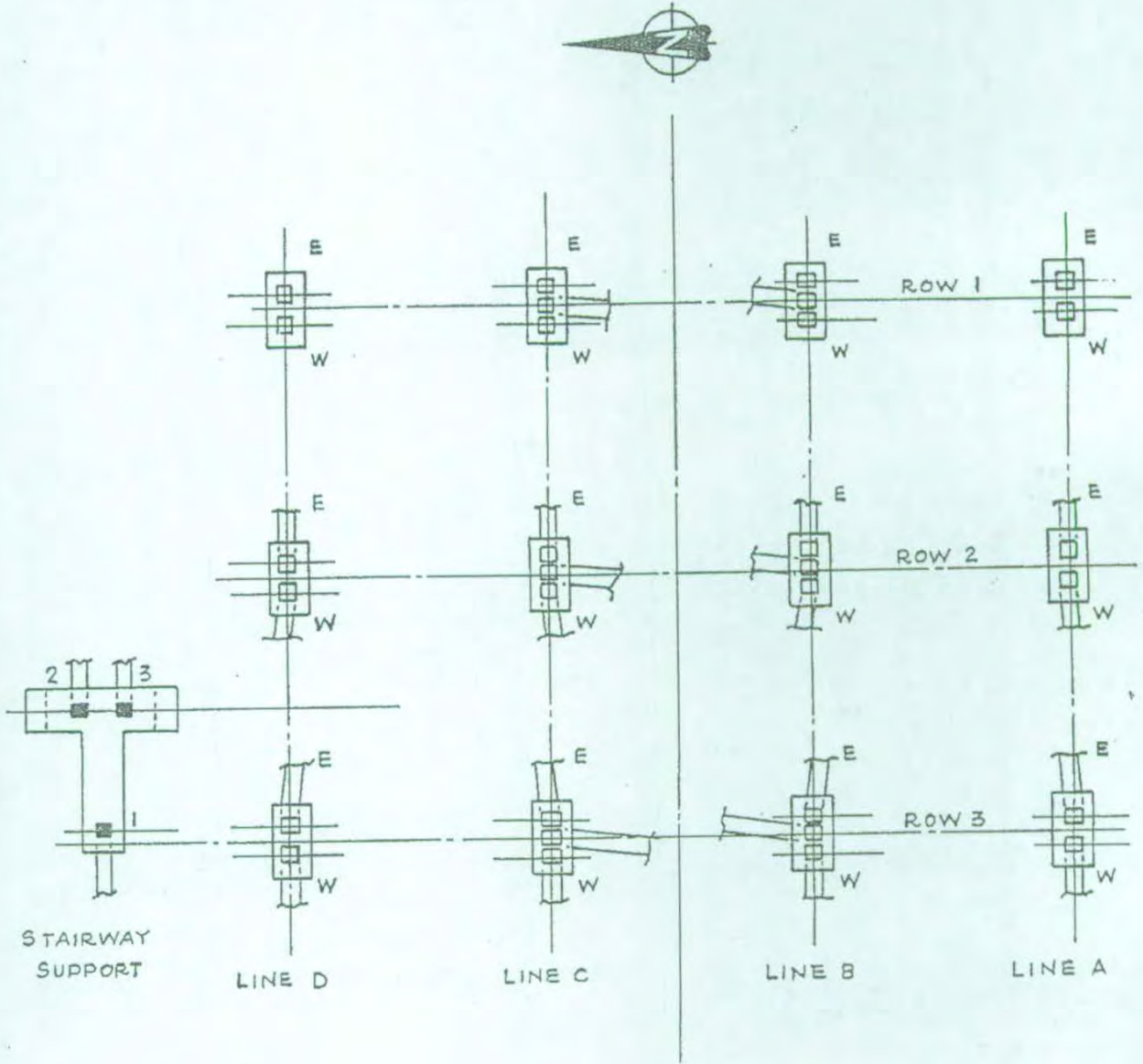
SOUTH JETTY HEAD

PLAN ON SUPPORT PILES

NOV. 1985

WARD ASHCROFT
& PARKMAN

ULTRASONIC STEEL THICKNESS TESTS



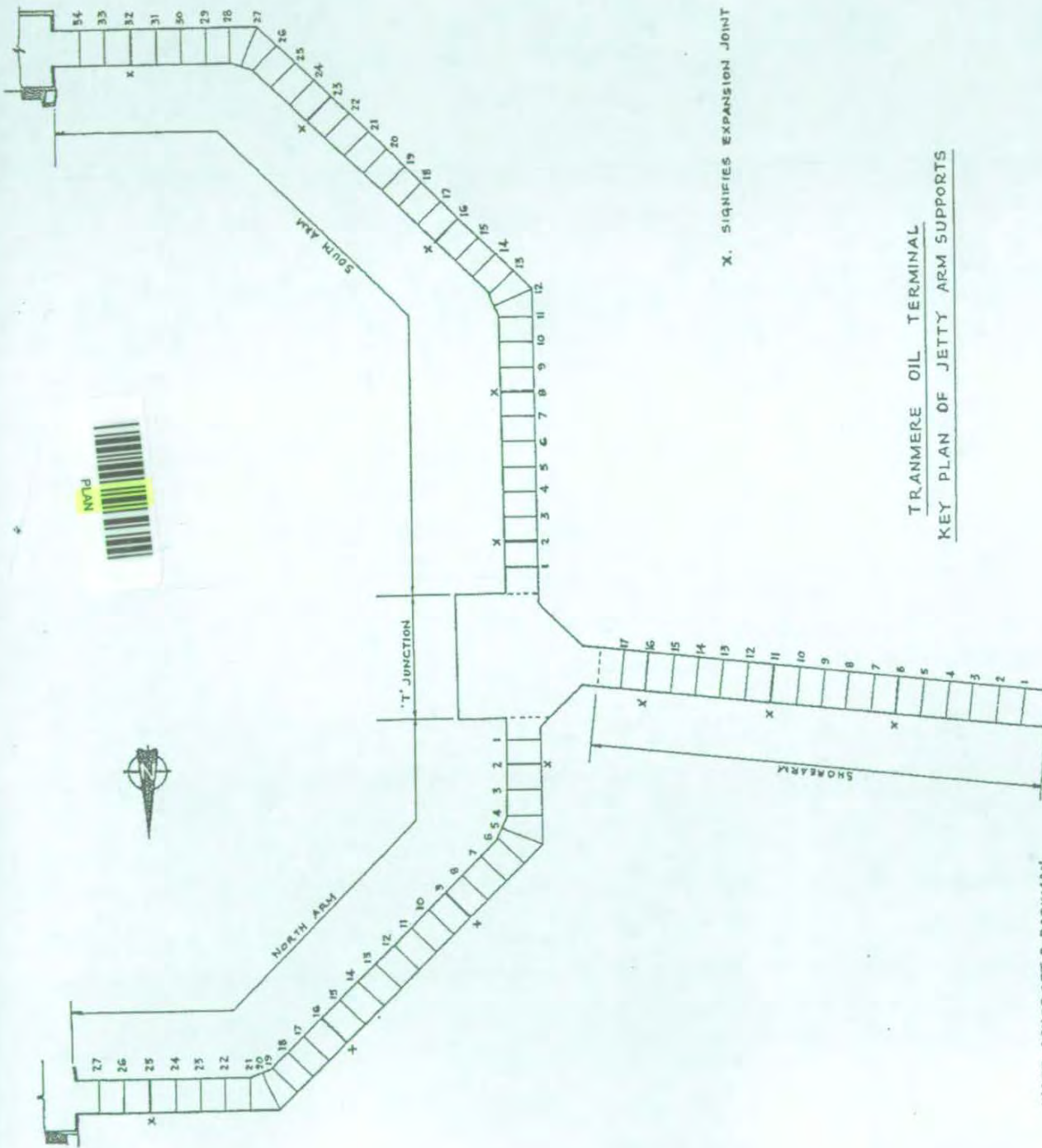
TRANMERE OIL TERMINAL

NORTH JETTY HEAD

PLAN ON SUPPORT PILES

NOV. 1985

WARD ASHCROFT
& PARKMAN

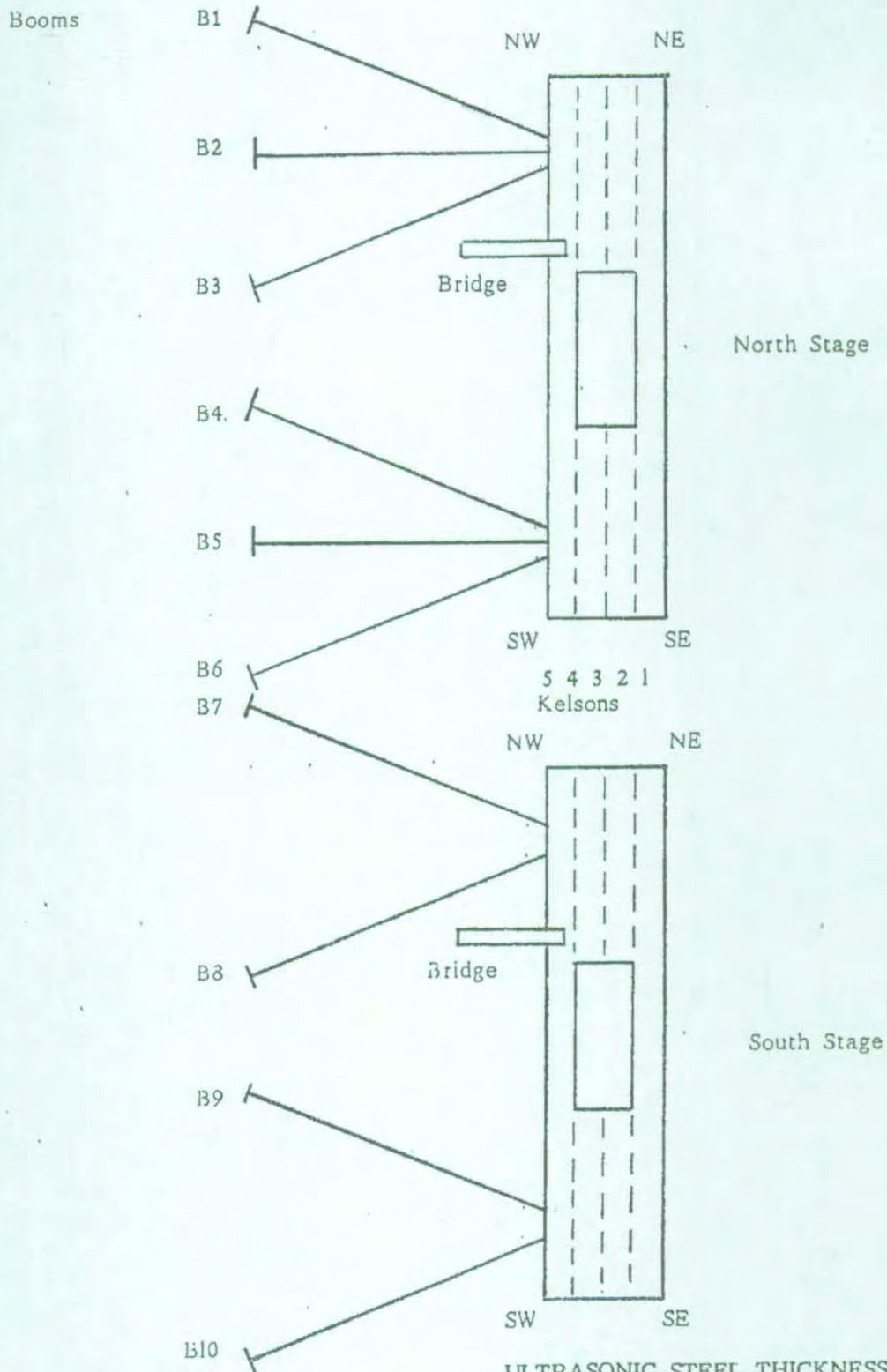


X. SIGNIFIES EXPANSION JOINT

TRANMERE OIL TERMINAL
KEY PLAN OF JETTY ARM SUPPORTS

WARD ASHCROFT & PARKMAN

NOV. 1985

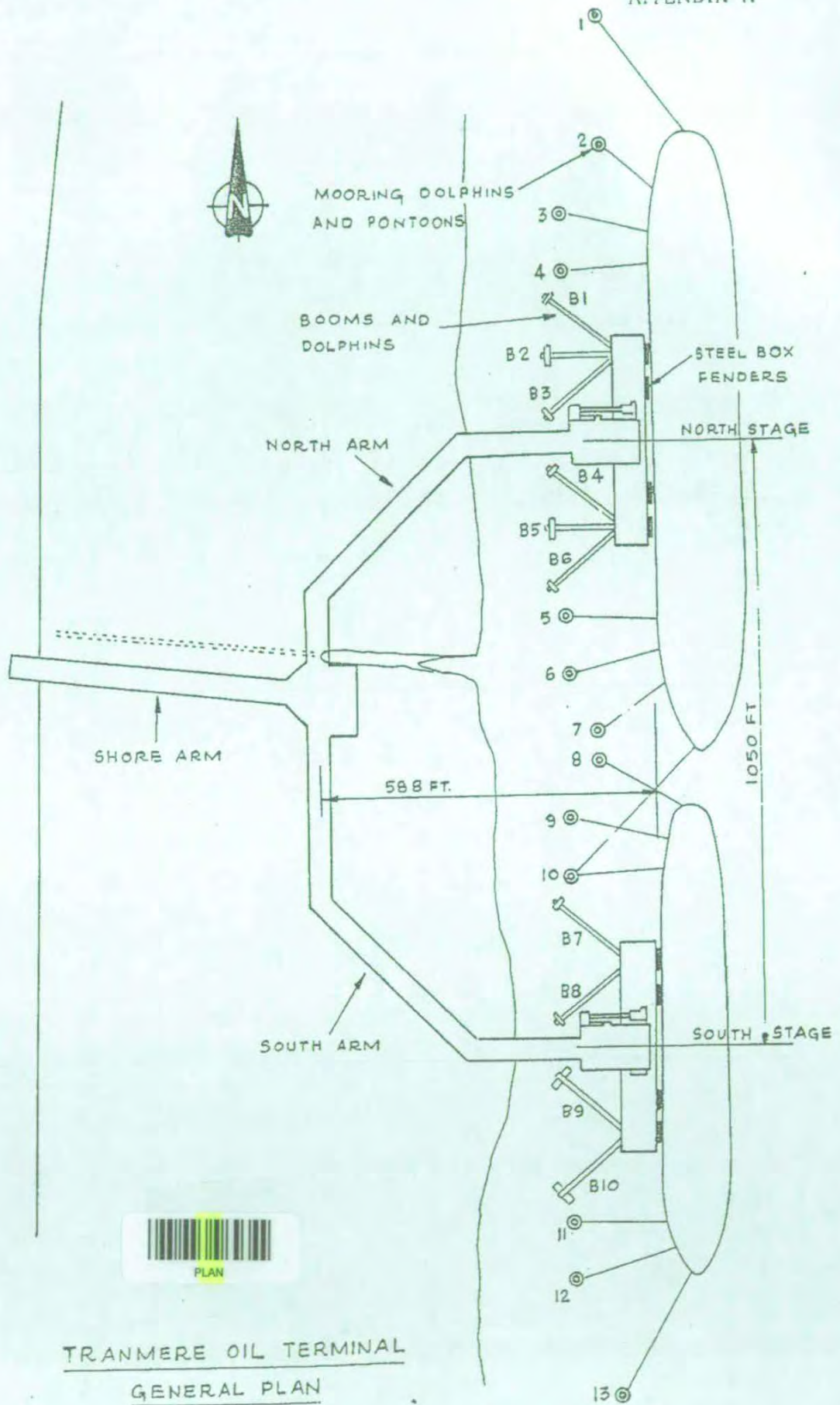


ULTRASONIC STEEL THICKNESS TESTS
KEY PLAN

WARD ASHCROFT & PARKMAN

NOVEMBER 1985

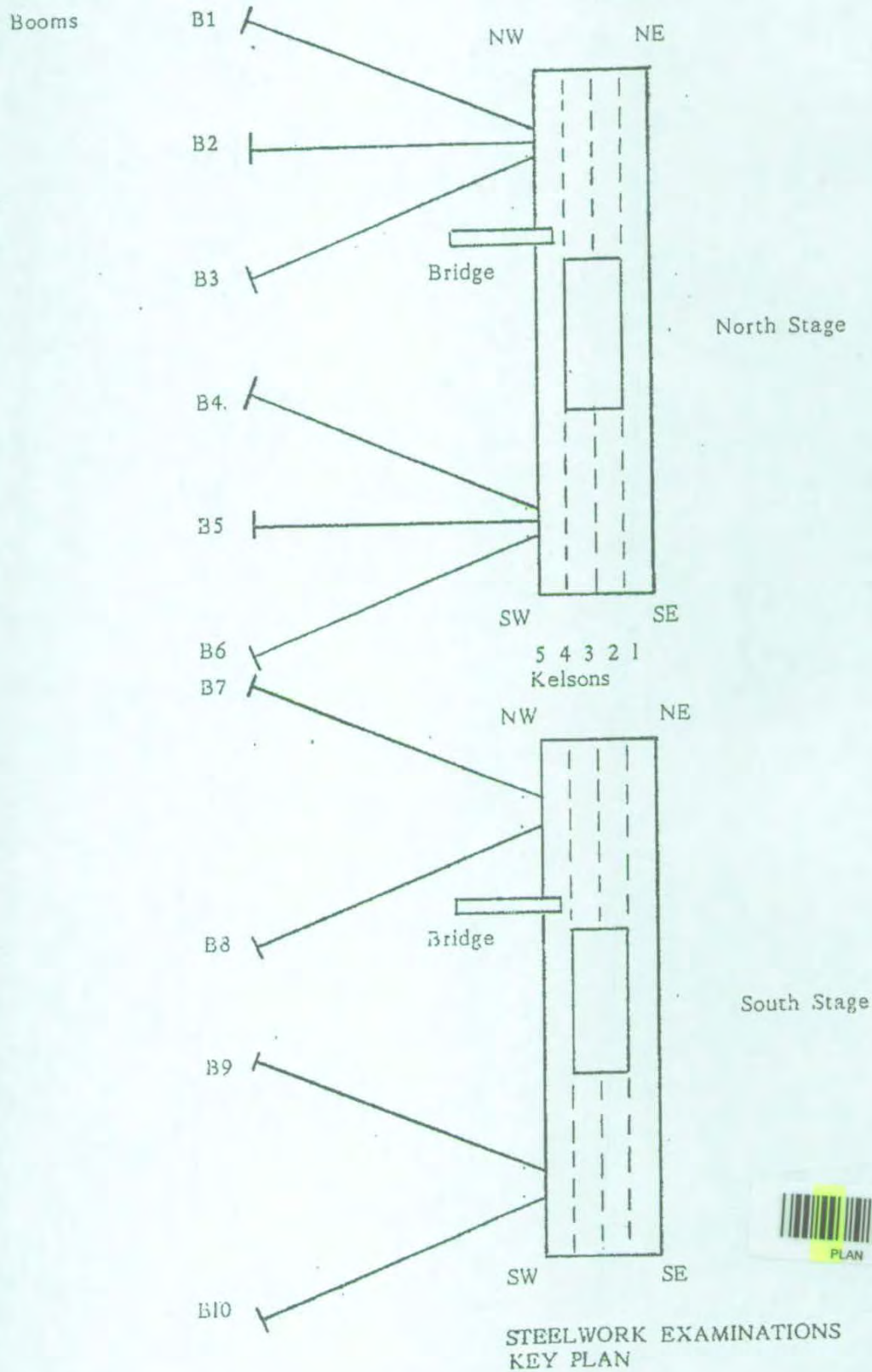




TRANMERE OIL TERMINAL
GENERAL PLAN

WARD ASHCROFT
& PARKMAN

NOV. 1985.



STEELWORK EXAMINATIONS
KEY PLAN

WARD ASHCROFT & PARKMAN

NOVEMBER 1985



Blue Manure
The House

Stephen B...
...

Date
Drawing No 1371-01
Revision

File name
Status
Details

Title

The Mersey Docks and Harbour Co
Estates Dept

Do not scale from
this drawing.



PLAN

These are the notes referred to on the following official copy

Title Number MS656931

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.

We certify this document as a true copy of the original

Eversheds Sutherland (International) LLP

Date: *15 October 2018*

Eversheds Sutherland (International) LLP

DATED

25 May

2018

THE MERSEY DOCKS AND HARBOUR COMPANY LIMITED

and

ESSAR OIL (UK) LIMITED

and

ESSAR ENERGY LIMITED

REVERSIONARY LEASE

RELATING TO

TRANMERE OIL TERMINAL, WIRRAL, MERSEYSIDE

Brabners

Horton House
Exchange Flags
Liverpool
L2 3YL

Ref: SCG/47841.170
Tel: 0151 600 3000

Prescribed clauses

LR1. Date of lease

25 May 2018

LR2. Title number(s)

LR2.1 Landlord's title number(s): MS180322 and MS522538 and MS562856
Franchise's
Sutherland,

LR2.2 Other title numbers:

NONE

LR3. Parties to this lease

Landlord

THE MERSEY DOCKS AND HARBOUR COMPANY LIMITED

Maritime Centre, Port of Liverpool L21 1LA

Company Registered Number 7438262

Tenant

ESSAR OIL (UK) LIMITED

5th Floor,

The Administration Building

Stanlow Complex

Ellesmere Port, Cheshire CH65 4HB

Company Registered Number 07071400

Guarantor

ESSAR ENERGY LIMITED

2nd Floor, Lansdowne House

57 Berkeley Square, London W1J 6ER

Company Registered Number 07108619

LR4. Property

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.

See the definition of "Property" in clause 1.1 and Schedule 1 of the Existing Lease (as defined).

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual 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 rights 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

The easements as specified in clause 3 of the Existing Lease

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements specified in clause 4 of the Existing Lease

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

THIS LEASE is dated

25 May

2018

BETWEEN:

- (1) **THE MERSEY DOCKS AND HARBOUR COMPANY LIMITED** incorporated and registered in England and Wales with company number 7438262 whose registered office is at Maritime Centre, Port of Liverpool, L21 1LA (**Landlord**);
- (2) **ESSAR OIL (UK) LIMITED** incorporated and registered in England and Wales with company number 07071400 whose registered office is at 5th Floor, The Administration Building, Stanlow Complex, Ellesmere Port, Cheshire CH65 4HB (**Tenant**); and
- (3) **ESSAR ENERGY LIMITED** incorporated and registered in England and Wales with company number 07108619 whose registered office is at 2nd Floor, Landsdowne House, 57 Berkeley Square, London W1J 6ER (**Guarantor**).

RECITALS:

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.
- (D) The Guarantor has agreed to guarantee the Tenant's obligations under this lease.

IT IS AGREED THAT:

1. **Interpretation**

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Annual Rent	rent at an initial rate of the Annual Rent payable under the Existing Lease for the year 1 st January 2031 to 31 st December 2031 (or which would then be payable but for any abatement or suspension of the Annual Rent payable under the Existing Lease or restriction on the right to collect it) and then as revised pursuant to this lease
Contractual Term	a term of years beginning on, and including 1 st January 2032 and ending on, and including 31 December 2048 and any period of statutory continuation thereto
Existing Lease	the lease by virtue of which the Tenant holds the Property, which is dated 12 March 2009 and made between (1) the Landlord (then known as The Mersey Docks and Harbour Company) and (2) Shell U.K. Limited and the documents made supplemental to it.
Guarantor's Covenants	the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Guarantor.
Incorporated Terms	all of the terms, requirements, covenants and conditions contained in the Existing Lease except to the extent that they are inconsistent with the clauses written in this lease and with such modifications as are necessary to make them applicable to this lease and the parties to this lease and as specifically varied by clause 3:

- (a) including:

- (i) the definitions and rules of interpretation in the Existing Lease;
 - (ii) the agreements and declarations contained in the Existing Lease;
 - (iii) the rights granted (so far as the Landlord can grant the same) and the rights reserved by the Existing Lease (including the right of re-entry and forfeiture);
 - (iv) the third party rights, restrictions and covenants affecting the Property; and
 - (v) the provisions for rent review contained in clause 7 of the Existing Lease.
- (b) but excluding any terms of the Existing Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

Landlord's Covenants the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

LTA 1954 Landlord and Tenant Act 1954.

Rent Payment Dates the 15th day of each month

Review Date 2nd January 2032 and every 1st January in every year thereafter during the Contractual Term

Tenant's Covenants the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

VAT value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 For the purposes of this lease only, references to the Landlord and Tenant and guarantor in the Existing Lease shall be read as references to the Landlord and Tenant and Guarantor in this lease and matters in the Existing Lease requiring the consent or approval of the landlord, shall also require the consent of the Landlord on the same terms under this lease.

1.3 Any reference in this lease to the Existing Lease shall be deemed to include a reference to the Existing Lease as varied at any time on or before the date hereof.

2. Grant

2.1 The Landlord lets the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 The matters excepted and reserved by the Existing Lease for the benefit of the Landlord are excepted and reserved for the benefit of the Landlord by this lease.

2.3 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.4 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.

2.5 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.

2.6 The Guarantor covenants with the Landlord that it will comply with the Guarantor's Covenants.

- 2.7 The grant is made with the Tenant paying the following as rent to the Landlord:
- 2.7.1 the Annual Rent and all VAT in respect of it;
 - 2.7.2 the Insurance Rent;
 - 2.7.3 all interest payable under this lease; and
 - 2.7.4 all other sums due under this lease.
- 2.8 If the term of the Existing Lease is forfeited (without relief being granted), disclaimed, terminated or brought to an end for any reason (other than expiry of the term of that lease by effluxion of time) then this lease shall be void and of no effect and the Contractual Term shall not commence.

3. **The Existing Lease**

For the purposes of this lease only, the terms of the Existing Lease shall be varied as set out in Schedule 1 and this lease shall be read and construed accordingly.

4. **The Annual Rent**

- 4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in arrears on or before the Rent Payment Dates.
- 4.2 The first instalment of the Annual Rent shall be made on the first day of the Contractual Term and shall be the proportion, calculated on a daily basis, in respect of the period from and including the first day of the Contractual Term up to and including the day before the next Rent Payment Date

5. **Review of the Annual Rent**

On the Review Dates the Annual Rent shall be reviewed in accordance with the Incorporated Terms.

6. **Registration of this Lease**

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the Tenant's title within one month of the registration being completed.

7. **Closure of the Registered Title of this Lease**

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of 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.

8. **Section 62 of the Law of Property Act 1925**

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

9. **Guarantee and Indemnity**

- 9.1 The provisions of Schedule 2 apply.

9.2 If any of the events in clause 37.1.3 of the Existing Lease occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

9.3 Clause 9.2 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

9.4 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

10. **Entire Agreement**

10.1 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.

10.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

10.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

10.4 Nothing in this clause shall limit or exclude any liability for fraud.

11. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

12. **Governing Law and Jurisdiction**

12.1 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.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS the hands of the parties or their duly authorised representatives the date first above written

Schedule 1

Variations to the Existing Lease

1. Replacement of Existing Clauses

Clause(s) 8.2.1 of the Existing Lease shall be deleted and replaced by the following clause(s)

8.2.1 ensure that the insurers waive their subrogation rights in respect of all claims resulting from damage to the Jetty and landlord's fixtures and fittings thereon against the Tenant

Clause 17.5.1 shall be deleted and replaced by the following clause

17.5.1 If any monies payable by the Tenant which have been due under this Lease or the Charging Agreement is outstanding at the date of the application for such consent provided such monies are due and have been properly and fairly ascertained under this Lease or as the case may be the Charging Agreement at least one month prior to the date of such application.

Clause 17.5.3 shall be deleted and replaced by the following clause

17.5.3 If there is not contemporaneous with an assignment a lawful assignment to the same assignee of the Charging Agreement provided that the Charging Agreement remains in force and has not been terminated or otherwise brought to an end

2. Addition of New Clauses

The following shall be added to the Existing Lease as a new clause(s)

Charging Agreement the charging agreement made between (1) the Landlord (2) Shell U.K. Limited dated 12 March 2009 as varied by a Deed of Variation dated 29 March 2018 and made between (1) the Landlord (2) Essar Oil (UK) Limited and (3) Essar Energy Limited

17.11 The Landlord and the Tenant agree that for the purposes of Section 19(1A) of the Landlord & Tenant Act 1927 the Landlord may refuse its consent to an assignment if there is not contemporaneous with an assignment a lawful assignment to the same assignee of the Existing Lease if at the time of such assignment the Existing Lease is still subsisting.

Schedule 2

Guarantee Provisions

1. Guarantee and Indemnity

- 1.1 In consideration of the grant of this lease, the Guarantor guarantees to the Landlord that the Tenant shall for the residue of the Contractual Term pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them.
- 1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay any of the rents reserved by the Lease or to observe or perform any of the tenant covenants of the Lease.

2. Guarantor's Liability

- 2.1 The liability of the Guarantor shall not be affected by:
- 12.2.1 any time or indulgence granted by the Landlord to the Tenant, or
 - 12.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants in the Lease or in making any demand in respect of any of them, or
 - 12.2.3 any refusal by the Landlord to accept any rent or other payment due under the Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property, or
 - 12.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by the Lease or to observe or perform the tenant covenants of the Lease, or
 - 12.2.5 any legal limitation or disability on the Tenant; or
 - 12.2.6 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or;
 - 12.2.7 without prejudice to paragraph 4, the disclaimer of the Guarantor's liability under the Lease or the forfeiture of the Lease, or
 - 12.2.8 the surrender of the Lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or
 - 12.2.9 any other act or omission except an express release by deed of the Guarantor by the Landlord.
- 2.2 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3. Variations And Supplemental Documents

- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into in connection with the Lease.

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, the Lease, whether or not;

3.2.1 the variation is material or prejudicial to the Guarantor, or

3.2.2 the variation is made in any document; or

3.2.3 the Guarantor has consented, in writing or otherwise, to the variation

3.3 The liability of the Guarantor shall apply to the rents reserved by, and the tenant covenants in, the Lease as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995

4. Assignee's Guarantor to Take a New Lease or Make Payment

4.1 If this Lease is forfeited or the liability of the Tenant under the Lease is disclaimed and the Landlord gives the Guarantor written notice not later than three months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

4.2.1 be granted subject to the right of any person to have the Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant,

4.2.2 be for a term that expires at the same date as the end of the contractual term granted by the Lease had there been no forfeiture or disclaimer,

4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under the Lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it and which is subject to review on the same terms and dates provided by the Lease, and

4.2.4 otherwise be on the same terms as the Lease except that the Guarantor shall not be required to procure that any other person is made party to that lease as guarantor (as varied if there has been any variation, other than a variation in respect of which and to the extent that the Guarantor is not liable by virtue of section 18 of the Landlord and Tenant (Covenants) Act 1995).

4.3 The Guarantor shall pay the Landlord's solicitors' reasonably and properly incurred costs and disbursements (on a full indemnity basis) and any value added tax in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with the Lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to three months of the rent first reserved by the Lease and the Guarantor shall pay that amount on demand unless the premises demised are relet in which case the rent first reserved will cease to be payable.

5. Payments In Gross And Restrictions On The Assignee's Guarantor

5.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant

shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

- 5.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or scheme of arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 5.3 The Guarantor shall not, without the consent of the Landlord, 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 Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

6. **Other Securities**

- 6.1 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Tenant, the Tenant or the Guarantor or any other person in respect of the liability of the Tenant to pay the rents reserved by the Lease and to observe and perform the tenant covenants of the Lease. It shall not merge in or be affected by any other security.

EXECUTED as a DEED
by THE MERSEY DOCKS AND
HARBOUR COMPANY LIMITED
acting by a director in the presence of:

)
)
)


Director:

Witness signature:



Witness name:

A-S MARTIN

Witness address:

MARITIME COURT
PORT OF LIVERPOOL

Witness occupation:

SURVEYOR

EXECUTED as a DEED
by ESSAR OIL (UK) LIMITED
acting by a director in the presence of:

)
)
)

Director:

Witness signature:

Witness name:

Witness address:

Witness occupation:

EXECUTED as a DEED
by ESSAR ENERGY LIMITED
acting by a director in the presence of:

)
)
)

Director:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Dated: 31st December 2019

- (1) Essar Oil (UK) Limited
- (2) Stanlow Oil Terminal Limited
- (3) Essar Energy Limited

Underlease

Relating to premises known as Tranmere Oil Terminal, Wirral, Merseyside

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	31 st December 2019
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	MS562863.
LR2.2 Other title numbers	None.
LR3. Parties to this lease	
Landlord	ESSAR OIL (UK) LIMITED (incorporated and registered in England and Wales under company registration number 07071400), the registered office of which is at The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
Tenant	STANLOW OIL TERMINAL LIMITED (incorporated and registered in England and Wales under company registration number 11456916), the registered office of which is at Gate No. 1 Oil Sites Road Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
Guarantor	ESSAR ENERGY LIMITED (incorporated and registered in England and Wales under company registration number 07108619), the registered office of which is at Lansdowne House, 2 nd Floor, 57 Berkeley Square, London W1J 6ER.
LR4. Property	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.
	The property described as the "Property" in clause 1 of this Lease.
LR5. Prescribed statements etc.	None.
LR6. Term for which the Property is leased	The term as specified in clause 2.1 of this Lease.
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 rights 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	The rights specified in clause 2.2.
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 2.3.
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	None.
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

LEASE

PARTIES

- (1) the Landlord named in clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**");
- (2) the Tenant named in clause LR3 and its successors in title (the "**Tenant**"); and
- (3) the Guarantor named in clause LR3 (the "**Guarantor**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Lease uses the following definitions:

"1925 Act"

Law of Property Act 1925;

"1954 Act"

Landlord and Tenant Act 1954;

"1970 Conveyance"

the conveyance referred to at entry 2 of Title MS522538 dated 24 July 1970 made between The Queen's Most Excellent Majesty (1) The Crown Commissioners (2) and the Mersey Docks and Harbour Board (3);

"1986 Act"

Insolvency Act 1986;

"1995 Act"

Landlord and Tenant (Covenants) Act 1995;

"1996 Act"

Arbitration Act 1996;

"Act"

any act of Parliament and any delegated law made under it;

"Administration Building"

the building referred to in the Schedule of Condition located at the heart of the "Y" of the Jetty shown edged and hatched blue on the Plan;

"Affiliate"

a company which, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with a party;

"Annual Rent"

rent for the period from 1 January 2019 to 31 December 2019 £4,387,170.00 (four million three hundred and eighty seven thousand one hundred and seventy pounds) per annum and then as revised pursuant to this lease;

"AGA"

an authorised guarantee agreement (as defined in section 16 of the 1995 Act);

"Asset Services Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Asset Services Agreement;

"Base Rent"

£3,100,000 (three million one hundred thousand pounds);

"Base RPI Month"

November 2006;

"Berth"

the North Stage and the South Stage of the Jetty;

"Bio components"

Bio components for blending into hydrocarbons including bio ethanol and FAME;

"Business Day"

any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

"Cargo"

hydrocarbon oils in bulk and petrochemicals in bulk and Bio components in bulk discharged from or loaded to a vessel at the Berth;

"CDM Regulations"

the Construction (Design and Management) Regulations 2007;

"Company"

includes:

- (a) any UK registered company (as defined in section 1158 of the Companies Act 2006);
- (b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006;
- (c) any unregistered company (to include any association); and
- (d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000;

"Control"

- (a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint or remove all or such of the members of the board of directors or other governing body of a person as are able to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters; or otherwise to control or have the power to control the policies and affairs of that person (and for this purpose references to the power to appoint or remove directors shall be interpreted in accordance with section 1159(3) and schedule 6 of the Companies Act 2006); or

- (b) the holding or possession of the beneficial interest in or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly) which confer in aggregate on the holders thereof 50% or more of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters (including acting as general partner, manager or responsible entity of any partnership);

"Controlling Entity"

any entity or person with Control (directly or indirectly) of the Counterparty

"Current Guarantor"

someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA;

"Denied Person"

a person or entity that is:

- (a) listed on any Sanctions List or the Denied Persons List;
- (b) has been convicted of an offence under the Anti-Terrorism, Crime and Security Act 2001, the Bribery Act 2010 and/or the Proceeds of Crime Act 2002 (both as amended from time to time) and/or the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time;
- (c) the subject of Sanctions;
- (d) subject to restrictions in the Landlord's banking documents which prohibit the Landlord from trading or having contractual relations with such a person or entity;

"Denied Persons List"

the Denied Persons List maintained by the United States Bureau of Industry and Security from time to time;

"Economic Entitlement"

the right to receive:

- (a) any distribution (directly or indirectly) from the relevant entity;
- (b) any return repayment or redemption of capital (either share or loan capital) or equivalent of the relevant entity;
- (c) any other economic entitlements of an owner, member, limited partner, unit holder or other participant (in any form) of the relevant security;

"Electronic Communications Apparatus"

"electronic communications apparatus" as defined in section 151 of the Communications Act 2003;

"Environmental Law"

Environmental Law as defined in Schedule 2;

"Environmental Permits"

Environmental Permits as defined in **Schedule 2**;

"End Date"

the last day of the Term (however it arises);

"Good Industry Practice"

the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions and seeking, in good faith, to perform its legal (including contractual) obligations;

"Group Company"

In relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act;

"Insurance Rent"

the aggregate in each year of the gross cost of premium under the terms of the Superior Lease but including any discounts given thereon for:

- (a) the Superior Landlord's insuring obligations contained in clause 8.1 of the Superior Lease the details of which are set out in Schedule 3;
- (b) the insurance of loss of Annual Rent of the Property for two years (or such greater period not exceeding five years where such cover is available in the insurance market on reasonable terms) in respect of damage caused by marine impact subsidence or accidental damage and for five years in respect of damage caused by non-marine perils; and

any insurance premium tax payable on the above;

"Interested Person"

in relation to an entity a person or entity who (directly or indirectly) has or exercises Control of that entity or is a Controlling Entity of that entity;

"Interest Rate"

- 1. four per cent above the one (1) month London interbank offered rate for Pounds Sterling as published by Reuters at page "LIBOR 01" (or such other page as may replace that page on that service) at 11.00 am on the second Business Day prior to the first day of such month or, if no such rate is then quoted, on the immediately preceding day on which such rate is so quoted; or
- 2. if such quote is not available, the average rate at which one (1) month deposits in Pounds Sterling are offered by the Reference Banks in the London interbank market;

"Insured Risks"

fire, lightning, explosion, earthquake, impact by aircraft and articles dropped from them, riot, civil commotion, storm, flood, impact by ships vessels and vehicles, collision, subsidence, natural physical disasters and occurrences and such other risks against which the Superior Landlord reasonably decides to insure against from time to time or which the Tenant reasonably requests the Landlord to insure against from time to time and Insured Risk means any one of the Insured Risks

"Jetty"

the North Stage South Stage and access jetties thereto comprising Tranmere Oil Jetty together with the 14 mooring dolphins, stages, supports, booms anchorages and all equipment, structures and works relating or attached thereto all of which are shown coloured green on the Plan but not including the Administration Building;

"Landlord's Representative"

the person or persons appointed from time to time by the Landlord for the purposes so stated in this lease;

"Lease"

this underlease, which is a "new tenancy" for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995, and any document supplemental to it;

"Oil Major/Competitor"

means one or all of the following companies, a Group Company of or a joint venture involving one of or a Group Company of such a joint venture of: Saudi Aramco, Sinopec, China National Petroleum Corporation, PetroChina, Exxon Mobil, Royal Dutch Shell, Kuwait Petroleum Corporation, BP, Total SA, Lukoil, Eni, Valero Energy, Chevron Corporation, PDVSA, Pemex, National Iranian Oil Company, Gazprom, Petronas, China National Offshore Oil, Marathon Petroleum, PTT, Rosneft, JX Holdings, Engie, Petrobras, Statoil, Indian Oil Corporation, Sonatrach, Reliance Industries, Pertamina, Conoco Phillips or GS Caltex or a company operating in the midstream or downstream areas of the petroleum industry or a competitor of the Landlord;

"Operation and Maintenance Agreement"

the agreement of even date and made between the Tenant and the Landlord entitled Operation and Maintenance Agreement;

"Permitted Use"

the discharge and loading of Cargoes from and to vessels at the Berth and the storage receipt and delivery including by pipeline or other modes of transport of Cargoes and any other reasonable ancillary activities in connection therewith including the laying up of any vessel owned or chartered by the Tenant or any of its Affiliates;

"Plan"

means the plan annexed to this lease as **Annexure 1**

"Port"

the Port of Liverpool as defined in The Mersey Docks and Harbour Act 1971;

"President"

the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf;

"Property"

the premises known as Tranmere Oil Terminal defined in more detail in Schedule 1;

"Prohibited Entity"

at the relevant time:

- (a) an entity or person who is a Denied Person;
- (b) an entity that has an Interested Person who is a Denied Person;
- (c) until such time as the Asset Services Agreement has expired (and not been renewed) or the Asset Services Agreement is terminated due to the insolvency or default of the Landlord (but not thereafter) an Oil Major/Competitor;

"Reference Banks"

Barclays Bank PLC, Lloyds Bank Plc and The Royal Bank of Scotland plc, or such other banks as may be selected by the Parties from time to time;

"Rent Commencement Date"

the Term Start Date;

"Rent Payment Dates"

10th day of each month;

"Review Date"

1 January 2020 and every 1 January in every year thereafter during the Contractual Term;

"RPI"

The Retail Price Index or any official index replacing it;

"Sanctions"

the economic sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the Office of Foreign Assets Control, the United States Department of State, any other U.S. government entity, the United Nations Security Council, any United National Security Council Sanctions Committee, the European Union or Her Majesty's Treasury of the United Kingdom;

"Sanctions List"

- (a) the sanctions list maintained by the United Kingdom Foreign and Commonwealth Office (as amended from time to time);
- (b) the Consolidated List of persons, groups and entities subject to EU financial sanctions as maintained by the European External Action Service as at the date of this Lease (as amended from time to time);
- (c) the Consolidated Screening List as maintained by the United States Government (as amended from time to time); or
- (d) the list maintained by the System for Award Management of the United States Government (as amended from time to time);

"Schedule of Condition"

the Schedule of Condition annexed to the Superior Lease, a copy of which is annexed to this Lease as Annexure 2;

"Service Media"

all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

"Southern Outfall Sewer"

if in existence the sewer shown by a dotted yellow line on the Plan;

"Superior Landlord"

the landlord of the Superior Lease and its successors in title;

"Superior Landlord's Neighbouring Property"

each and every part of the adjoining and neighbouring property in which the Superior Landlord has an interest registered at the Land Registry under title numbers MS522538 and MS180322;

"Superior Lease"

a lease of the Property dated 12 March 2009 made between (1) The Mersey Docks and Harbour Company and (2) Shell U.K. Limited and all documents supplemental or ancillary to it;

"Superior Lease Rent"

the annual rent payable by the tenant of the Superior Lease payable by the Landlord to the Superior Landlord in equal monthly instalments;

"Term"

the period of this Lease;

"Term End Date"

30th December 2031;

"Term Start Date"

23:59hrs 31st December 2019; and

"Third Party Rights"

all rights, covenants and restrictions affecting the Property referred to at the date of this lease in the proprietorship and charges registers of title numbers MS522538 and MS180322;

"VAT"

value added tax or any similar tax from time to time replacing it or performing a similar function.

1. INTERPRETATION

- 1.1 A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.2 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 and assigns.
- 1.3 A reference to "parties" means the Landlord and the Tenant and "party" shall mean either one of them (as applicable).
- 1.4
 - 1.4.1 In this clause the Independent Surveyor is the independent surveyor appointed pursuant to clause 1.4.4.
 - 1.4.2 In relation to any payment under clauses 4.3 or 4.4 of this lease, a reference to a fair proportion is to a fair proportion of the total amount payable having regard to the benefit to the Property and the Tenant of the matter paid for in the light of the Permitted Use.
 - 1.4.3 A fair proportion wherever referred to in this lease shall be determined conclusively (except as to questions of law) in the absence of agreement by the Parties by the Independent Surveyor.
 - 1.4.4 If an independent surveyor needs to be appointed to determine any matters referred to in clauses 1.4.2 or 1.4.3, the Landlord and the Tenant may appoint such a surveyor at any time before either of them applies to the President for the independent surveyor to be

appointed. The independent surveyor shall be a Fellow of the Royal Institution of Chartered Surveyors with at least ten years' experience of industrial property.

- 1.4.5 The Independent Surveyor shall act as an expert not as an arbitrator.
- 1.4.6 The Independent Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Independent Surveyor and to make written counter-representations commenting on the representations of the other party to the Independent Surveyor.
- 1.4.7 If the Independent Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 1.4.4 shall then apply in relation to the appointment of a replacement.
- 1.4.8 The fees and expenses of the Independent Surveyor and the cost of the Independent Surveyor's appointment and any counsel's fees, or other fees, incurred by the Independent Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Independent Surveyor directs (or if the Independent Surveyor makes no direction, then equally). The Landlord and the Tenant shall otherwise each bear their own costs in connection with the determination of the matters mentioned in clauses 1.4.2 and 1.4.3. The Landlord and the Tenant may, by agreement, appoint the Independent Surveyor at any time before either of them applies to the President for the Independent Surveyor to be appointed.
- 1.5 The expressions landlord covenant and tenant covenant each have the meaning given to them by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 1.7 A reference to the term is to the Contractual Term.
- 1.8 A reference to the end of the term is to the end of the term however it ends.
- 1.9 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 24.4 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 24.5.
- 1.10 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done.
- 1.14 Unless the context otherwise requires, where the words include(s) or including are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A person includes a corporate or unincorporated body. References to writing or written do not include faxes or email.
- 1.16 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

- 1.17 All rights of entry exercisable by the Landlord shall extend to and include any Superior Landlord the Landlord's surveyors servants contractors agents licensees and work people with or without plant appliances and materials.
- 1.18 Any consent required from the Landlord shall also require the consent of the Superior Landlord.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. DEMISE, TERM AND RENT

- 2.1 The Landlord leases the Property to the Tenant with full title guarantee for a term starting on the Term Start Date and ending on the Term End Date.

- 1.1 The Tenant must pay the following as rent to the Landlord:

- 2.1.1 the Annual Rent and all VAT in respect of it;
- 2.1.2 the Insurance Rent;
- 2.1.3 all interest payable under this lease; and
- 2.1.4 all other sums due under this lease.

- 2.2 The Landlord grants the following rights to the Tenant so far as the Landlord can grant the same at all times and for the purposes of this lease including the Permitted Use for the Tenant its servants agents and independent contractors with or without vehicles to pass and repass over and along:

- 2.2.1 the roadway slipway and foreshore leading from Bedford Road Tranmere to the foreshore of the Landlord situate on the South side of the Property; and
- 2.2.2 the portion of North End Esplanade Tranmere shown coloured yellow on the Plan,

provided that neither the Landlord nor the Tenant shall under any circumstances at any time place or deposit or permit to be placed or deposited thereon any vehicle item article or material in such a way as to cause an obstruction and provided also that the Landlord shall be obliged to offer to the Tenant a reasonable alternative right of way should its capacity to grant the above mentioned rights or any of them be removed or challenged.

- 2.2.3 The right for the Tenant its servants agents and contractors with or without vehicles to enter on such part or parts of the foreshore of the Landlord adjoining the Property as is necessary from time to time to maintain inspect and renew the river walls between the points marked "A" and "B" on the Plan.

The Tenant shall in respect of the rights granted by **clause 2.2.3** forthwith make good to the reasonable satisfaction of the Landlord's Representative all damage occasioned to the Landlord's Neighbouring Property by the exercise of any such right.

- 2.2.4 The right for the Tenant to retain upon the Property anything installed or placed on under over or through the Property by or on behalf of the Tenant or any previous tenants of the Property or part thereof or their respective Affiliates whether before or after the start of the term including any buildings structures erections fixtures fittings tanks bunds pipelines plant machinery equipment Service Media or other works and to use the same in connection with the Permitted Use without limitation other than as provided in this Lease.

- 2.3 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord and the Superior Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord or Superior Landlord acquires an interest during the term:

- 2.3.1 the free running and passing of water and soil gas and electricity coming from or passing to any other building or land in and through Service Media now on over or under the Property;

- 2.3.2 the right to build on or rebuild or alter any adjacent or neighbouring land or buildings in any manner whatsoever or otherwise deal therewith notwithstanding that the light or air to the Property is in any such case thereby diminished or prejudicially affected;
 - 2.3.3 the right to support and shelter and all other rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the term hereby granted or vested in the Landlord;
 - 2.3.4 the right for the Landlord and the Wirral Borough Council with or without vehicles to enter upon the Property at all reasonable times and with prior notice (except in an emergency) for the purpose of inspecting maintaining repairing and renewing the sewer known as the Southern Outfall Sewer, to the extent that it runs under the Property;
 - 2.3.5 the right to berth at the Jetty without charge vessels used by the Landlord in connection with its harbour authority conservancy and pilotage functions for the purposes of:
 - (a) embarking and disembarking persons and loading and unloading equipment and stores on and from such vessels arising out of or in connection with the Tenant's use of the Property and provided that the Landlord shall not thereby impede the use of the Jetty by the Tenant's vessels unless such impediment arises out of or in connection with any emergency;
 - (b) performing any operation in relation to the Property and arising out of or connection with the Tenant's use of the Property;
 - (c) dealing with any emergency in the Port;
 - 2.3.6 the right with or without vehicles to pass and repass over the Property by the route shown hatched black on the Plan for the purposes of complying with the Landlord's obligation to the Wirral Borough Council under Section 12(5) of the Mersey Docks and Harbour Board Act 1901 by the construction if required of a sewer with all necessary manholes and other ancillary works under the foreshore shown hatched green on the Plan;
 - 2.3.7 the right to occupy and use without charge the electrical substation shown coloured brown on the Plan and to maintain in position an electric cable along the line coloured purple between the points marked "C" and "D" on the Plan together with the right to pass and repass with or without vehicles over the route indicated by red arrows on the Plan for the purpose of maintaining inspecting renewing and repairing any equipment at the said substation or comprised in the said cable;
 - 2.3.8 only to the extent they affect the Property, the rights granted in a deed of grant dated 12 March 2009 made between the Mersey Docks and Harbour Company (1) and Shell U.K. Limited (2);
 - 2.3.9 excepting and reserving to the Landlord and Wirral Borough Council the Southern Outfall Sewer and subject to and with the benefit of the Third Party Rights
- 2.4 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on or before the Rent Payment Dates.
 - 2.5 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.
 - 2.6 The rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant.

3. REVIEW OF THE ANNUAL RENT

- 3.1 In this clause the Surveyor is the independent valuer appointed pursuant to clause 3.10.
- 3.2 The amount of Annual Rent shall be reviewed on each Review Date to the greater of:

- 3.2.1 the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); and
- 3.2.2 the indexed rent determined pursuant to this clause 3.
- 3.3 The indexed rent shall be determined at the relevant Review Date by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 3.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 3.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant by the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date.
- 3.6 Time shall not be of the essence for the purposes of this clause 3.
- 3.7 Subject to clause 3.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of any such change.
- 3.8 If either the Landlord or the Tenant reasonably believes that any change referred to in clause 3.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 3 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 3, then the Landlord and the Tenant shall agree an alternative mechanism for reviewing the Annual Rent, including substituting an alternative index for the RPI.
- 3.9 If any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 3, or if the Landlord and the Tenant fail to reach agreement under clause 3.8, the question, dispute or disagreement is to be determined by the Surveyor, who shall have full power to determine the question, dispute or disagreement, including the power to specify an alternative mechanism for setting the Annual Rent, including substituting an alternative index for the RPI.
- 3.10 If an independent valuer needs to be appointed to determine any matters referred to in this clause 3, the Landlord and the Tenant may appoint such a valuer at any time before either of them applies to the President for an independent valuer to be appointed. The independent valuer shall be a Fellow of the Royal Institution of Chartered Surveyors.
- 3.11 The Surveyor shall act as an expert and not as an arbitrator.
- 3.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor.
- 3.13 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 3.10 shall then apply in relation to the appointment of a replacement.
- 3.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

3.15 The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

4. TENANT'S OBLIGATIONS

4.1 Rates and Taxes

4.1.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

4.1.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

4.2 Interest on overdue payments

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within 10 Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

4.3 Utilities

4.3.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property in connection with the Permitted Use.

4.3.2 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.

4.3.3 The Tenant shall comply with all laws of the relevant suppliers relating to the use of those services and utilities.

4.3.4 If any of those services are supplied by the Landlord the Landlord shall bill the Tenant separately for them on such terms as shall be agreed from time to time by the parties but in any event on terms no less favourable than its published tariff for them from time to time.

4.4 Common Items

The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used by the Property in common with other property.

4.5 Costs

4.5.1 The Tenant shall pay the proper and reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

- (a) serving 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;
- (b) the preparation and service of a schedule of dilapidations in connection with this lease served no later than the expiry of the Term; and

- (c) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unlawfully withheld or unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

4.6 **No Deduction, Counterclaim or Set-Off**

The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

4.7 **Repairs**

- 4.7.1 The Tenant shall from time to time and at all times during the term keep in good and substantial repair and condition and in all respects to the reasonable satisfaction of the Landlord's Representative the whole of the Property and all additions thereto and will (subject to clause 20 hereof) at the expiration or sooner determination of the term deliver up the Property to the Landlord in such repair and condition fair wear and tear excepted provided that in respect of the Jetty only it is hereby agreed that the covenant to deliver up in such repair and condition shall be satisfied if the Jetty is in such repair and condition fair wear and tear excepted as that described in the Schedule of Condition and provided further that this clause 6.6.1 shall not apply to the Administration Building.
- 4.7.2 Whilst still in existence the Tenant shall keep the Administration Building secure and the parties agree that save as provided in clause 20, this is the Tenant's only obligation under this lease with regard to the Administration Building.
- 4.7.3 The Tenant shall at all times during the Term keep all fences walls or other boundary structures to the Property in good and substantial repair and condition and in all respects to the reasonable satisfaction of the Landlord's Representative.
- 4.7.4 The Tenant shall not be liable to repair the Jetty and the landlord's fixtures and fittings thereon or comply with clause 6.6.2 to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Jetty and the landlord's fixtures and fittings thereon has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Jetty with the actual or implied authority of any of them.

4.8 **Inspection Of The Property**

- 4.8.1 The Tenant shall permit the Landlord and all persons authorised by it upon giving reasonable notice to the Tenant to enter at all reasonable times (provided that the requirements as to reasonable notice and times shall not apply in the event of an emergency) upon the Property:
 - (a) to inspect the river walls between the points shown marked "A" and "B" on the Plan and the Jetty and the machinery plant and fittings thereat and will within a three calendar months after notice in writing of any defects and wants of repair shall have been given or left at the Property for the Tenant well and sufficiently repair and make good such defects and wants of repair in such manner as may reasonably be directed by the Landlord and if so required under the inspection of such person as may be appointed by the Landlord and in default thereof the Landlord shall be at liberty by itself its contractors or servants at the expense of the Tenant to repair and amend all defects and wants of repair in respect whereof notice shall have been given or left as aforesaid and the reasonable expenses thereby incurred as certified by the Landlord's Representative shall be paid to the Landlord by the Tenant on demand; and
 - (b) to inspect maintain repair and renew any of the Landlord's services and facilities at the Property the Landlord performing such operations as expeditiously as possible and making good at its own expense and as expeditiously as possible any damage occasioned to the Property thereby;
- 4.8.2 provided that such rights shall be exercised in accordance with such conditions as the Tenant shall reasonable impose for the protection of its operations at the Property.

4.9 Emergency Access

The Tenant shall provide facilities to enable the Landlord to have access to and egress from the Property in the event of an emergency at the Property or in the Port.

4.10 Alterations

4.10.1 The Tenant shall not make any alterations to the Property nor erect construct or place within 50 feet of the river wall or on the Jetty any new buildings fixtures sewers drains tanks pipe lines erections or other works without first obtaining the consent in writing of the Landlord and the approval by the Landlord of plans and specifications of all such work proposed to be done such consent and approval not to be unreasonably withheld or delayed provided:

- (a) that such consent or approval shall not place upon the Landlord any liability for any loss or damage incurred as a result of such alterations or works; and
- (b) that all work carried out by or on behalf of the Tenant shall be to the reasonable satisfaction of the Landlord's Representative and in reasonable accordance with the said approved plans and specifications;

Provided Further That this clause shall not apply to any minor alteration not involving structural works.

4.10.2 The Tenant shall not make any alterations to nor extend the river walls of the Property without the prior written consent also of the Admiralty and of the Mersey Conservancy Commissioners or the Acting Conservator of the River Mersey on their behalf being obtained or otherwise than in accordance with such plans and specifications and subject to such restrictions and regulations as it or he may approve or prescribe.

4.11 Costs of Acting Conservator

The Tenant shall pay one half of the costs of any survey or examination of the Property which the Mersey Conservancy Commissioners or the Acting Conservator of the River Mersey on their behalf deems it expedient to order.

4.12 Lights

4.12.1 Subject to clause 6.11.2 the Tenant shall not erect nor put any light sign or advertisement at the Property which in the reasonable opinion of the Landlord or the Superior Landlord may interfere with or be mistaken for a navigation light or other aid to navigation.

4.12.2 The Tenant shall exhibit at the Property every night from sunset to sunrise such lights and take such other steps for the prevention of danger to navigation as the Landlord or Superior Landlord shall from time to time direct.

4.13 Use

The Tenant shall not use the Property for any purpose other than the Permitted Use.

4.14 Compliance with Laws

4.14.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or exclusively serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

- 4.14.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 4.14.3 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 4.14.4 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 4.14.5 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it.
- 4.14.6 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Jetty and shall keep that machinery, equipment and alarms properly maintained.

4.15 Encroachments, Obstructions and Acquisition of Rights

- 4.15.1 The Tenant shall not grant any right over the Property to a third party.
 - (a) If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
 - (b) upon becoming aware of the same promptly give notice to the Landlord; and
 - (c) at the Landlord's sole expense take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action Provided that the Tenant shall not be obliged to take any steps which would adversely affect in any way its use and enjoyment of the Property or its business.
- 4.15.2 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property provided that the same shall not prevent the use of the Property for the Permitted Use.
- 4.15.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 4.15.4 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
 - (a) upon becoming aware of the same promptly notify the Landlord; and
 - (b) at the Landlord's sole expense take all steps (including proceedings) the Landlord or Superior Landlord reasonably requires to prevent or secure the removal of the obstruction Provided that the Tenant shall not be obliged to take any steps which would adversely affect in any way its use and enjoyment of the Property or its business.

4.16 Remedy Breaches

- 4.16.1 The Landlord may enter the Property upon reasonable prior notice to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 4.16.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice or such longer period as is reasonable having regard to the nature of the works (or if works are required as a matter of emergency, then forthwith) or if once the

works are begun the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

- 4.16.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause 5.16 (and any professional fees and any VAT in respect of those costs) shall be payable by the Tenant to the Landlord within 14 working days of demand.

4.17 Effluent entering drains

The Tenant shall take all reasonable precautions to prevent any effluent from entering any of the drains of the Landlord or the Superior Landlord on or adjacent to the Property without first obtaining the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

4.18 Byelaws

The Tenant shall obey all Byelaws and Regulations of the Superior Landlord in relation to the Port in force from time to time and of which the Tenant shall have had adequate notice.

4.19 Nuisance

The Tenant shall not deposit, do or suffer on the Property or any part thereof any act matter or thing whatsoever which may be a nuisance or cause damage or disturbance to the Superior Landlord, the Landlord or the owners, lessees or occupiers of any adjoining or neighbouring property. This clause 4.19 is without prejudice to the Tenant's right to use the Property for the Permitted Use provided the Tenant takes reasonable and practicable measures to prevent or minimise any nuisance damage or disturbance created thereby or resulting therefrom.

4.20 Escape and Leakages

- 4.20.1 The Tenant shall adopt every reasonable precaution to prevent the escape or leakage into the River Mersey or on to the Jetty of Cargoes or any other product of a kindred nature from the Property or from the pipelines and other apparatus on the Jetty and in particular shall cause:

- (a) the drainage surface water washing waste and other liquid residue from the Property (other than liquid from toilets lavatories and kitchens) intended to be discharged whether directly or indirectly into the River Mersey to be passed through an efficient oil separator before being so discharged; and
- (b) every drain (including every trap separator or other apparatus forming part thereof) constructed by the Tenant for the purpose of carrying any liquid required by this clause 6.19 to be drained or passed through a separator to be provided with adequate free ventilation.

- 4.20.2 In the event of any such escape or leakage the Tenant shall forthwith inform the Superior Landlord's Representative and the Landlord and shall be responsible for removing the same from the River or the Jetty or otherwise making good the damage at the Tenant's own expense.

4.21 Indemnity

The Tenant shall be responsible for and provide against all risks and contingencies including death or personal injury of any person or damage to any property whatsoever that may arise in respect of its occupation or use of the Property and will indemnify the Landlord against all proceedings claims and expenses (including costs as between Solicitor and own Client) whatsoever arising out of or in consequence of the business operations and works carried on at the Property or of the condition of the Property or the machinery plant or fixtures or fittings thereat or works ancillary thereto or of any act neglect or default of the Tenant their contractors servants agents licensees or invitees.

4.22 Service Media

The Tenant will permit the Landlord and all persons authorised by it upon giving reasonable notice (unless the giving of such notice is not possible due to an emergency) to the Tenant to enter upon the Property to repair alter or remove any or all Service Media affixed over upon in or under the Property used exclusively by premises other than the Property and the Landlord shall make good any

damage caused to the Property thereby. In performing such operations the Landlord shall cause as little disruption as possible to the use of the Property by the Tenant and shall compensate the Tenant for any loss occasioned thereby. Provided that any such rights shall be exercised in accordance with such conditions as the Tenant shall reasonably impose for the protection of its operations at the Property.

4.23 Southern Outfall Sewer

The Tenant will not erect any building nor store any articles above the Southern Outfall Sewer other than those of a light or mobile character which can be instantly removed.

4.24 Dealings with the Property

4.24.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Property in whole or in part or enter into any agreement to do so, except as authorised under this clause **4.24**.

4.24.2 The Tenant may, with the Landlord's consent, assign the whole of the Property.

4.24.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:

(a) any consent to assign will be subject to a condition that:

- (i) the assigning tenant (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) gives the Landlord an AGA; and
- (ii) any guarantor of the assigning tenant gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA

in each case in a form that the Landlord requires, given as a deed and delivered to the Landlord before the assignment;

(b) any consent to assign may (to the extent required by the Landlord) be subject to either or both of the following conditions:

- (i) that a guarantor (approved by the Landlord) that is not a Current Guarantor guarantees the assignee's performance of the Tenant's obligations in this Lease; and
- (i) the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not less than six months' Annual Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants in this Lease with a charge over the deposit;

in either case in a form that the Landlord requires, given as a deed and delivered to the Landlord before the assignment;

(c) if required by the Landlord in its absolute discretion, any consent to assign may be subject to a condition that any Environmental Permits held by the assigning tenant that are required for the use and enjoyment of the Property by the assignee are (where capable of transfer) transferred to the assignee;

(d) the Landlord may refuse consent to assign if:

- (i) if any monies payable by the Tenant which have been due under this lease are outstanding at the date of application for such consent provided that such monies are due and have been properly and formally ascertained under this lease at least one month prior to the date of such application;
- (ii) if the proposed assignee is not a person who in the Landlord's reasonable opinion is likely to be able to comply with the tenant covenants in this lease;

- (iii) the accounts of the proposed assignee or its guarantor have not been audited or, if they have been audited, relate to a period or periods the most recent of which expired more than eleven months before the date of the application for consent to assignment;
 - (iv) the proposed assignee or its guarantor is a company incorporated in or an individual resident in a country outside the United Kingdom and there is no treaty for the mutual enforcement of judgments between the United Kingdom and that country unless, in relation to a company, it carries on and maintains a business in the United Kingdom and, in the opinion of the Landlord, it has sufficient assets in the United Kingdom to enable it to meet its liabilities under this Lease;
 - (v) the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government;
 - (vi) the proposed assignee is a Group Company of the Tenant;
 - (vii) the proposed assignee is a Current Guarantor;
 - (viii) the proposed assignee is a Prohibited Entity; or
 - (ix) the assignee will not at the same time as the assignment of the Lease also take an assignment of the Asset Services Agreement and the Operation and Maintenance Agreement;
- (e) the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so; and
 - (f) the Landlord may require any other condition to the Landlord's consent if it is reasonable to do so.

4.24.4 The Tenant shall not be entitled to underlet the whole or any part of the Property.

4.24.5 The Tenant may charge the whole of the Property to a genuine lending institution without the Landlord's consent but the Tenant must promptly notify the Landlord under **clause 4.25** of any charge created.

4.24.6 In addition to the provisions of this clause **4.24**, the Tenant may share occupation of the Property with a Group Company of the Tenant on condition that:

- (a) the Tenant notifies the Landlord of the identity of the occupier and the part of the Property to be occupied;
- (b) no relationship of landlord and tenant is created or is allowed to arise;
- (c) the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant; and
- (d) the Tenant notifies the Landlord promptly when the occupation ends.

4.25 Registration of dealings

4.25.1 The Tenant must provide the Landlord with a certified copy of every document transferring or granting any interest in the Property (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest.

4.25.2 The Tenant must, on request, supply details to the Landlord of the names and addresses of anyone in occupation of the Property, whether they are in occupation for the purpose of carrying on a business, the areas they occupy, the rents paid and the terms upon which they are in occupation.

4.26 Registration at the Land Registry

4.26.1 The Tenant must:

- (a) within two months of the date of this Lease, apply to register and then take all reasonable steps to complete the registration of this Lease and the Tenant's rights at the Land Registry; and
- (b) provide the Landlord with an official copy of the registered title promptly after receipt.

4.26.2 The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take all reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title(s) to the Property any reference to this Lease and the Tenant's rights.

4.27 Applications for consent or approval

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide the Landlord with a complete and accurate copy of the heads of terms for any proposed dealing (if applicable) and all plans, drawings, specifications, documents and any other information reasonably required by the Landlord.

5. LANDLORD'S OBLIGATIONS

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 lawful interruption by the Landlord or any person claiming under the Landlord.

6. INSURANCE

6.1 The Landlord will at the Tenant's request and expense enforce the insurance provisions of the Superior Lease which are set out in **Schedule 3** and in particular the Tenant shall not serve notice under the terms of the Superior Lease which are set out in paragraph 1.8 of Schedule 3 without the consent in writing of the Tenant.

6.2 The Tenant must pay to the Landlord on demand the costs properly and reasonably incurred by the Landlord in complying with **clause 8** and further shall be responsible for payment of the costs of insurance payable by the Landlord as tenant of the Superior Lease.

6.3 If the Jetty and/or the landlord's fixtures and fittings thereon:-

- 6.3.1 are damaged or destroyed by an Insured Risk so as to be unfit for occupation and/or use; and/or
- 6.3.2 incapable of access as a result of an Insured Risk;

then, unless the policy of insurance put in place pursuant to the Superior Lease of the Jetty and the landlord's fixtures and fittings thereon has been vitiated in whole or in part in consequence of any act or omission of the Tenant, or its workers, contractors or agents or any other person on the Jetty with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the earlier of the date the Jetty and the landlord's fixtures and fittings thereon are again fit for occupation and use and accessible or the date which is five years after the date of damage or destruction. Such suspension shall include a repayment to the Tenant of any sums of rent already paid in respect of the period whilst the Jetty and/or the landlord's fixtures and fittings thereon are so damaged or destroyed so as to be unfit for occupation and/or use and/or incapable of access.

7. SUPERIOR LEASE

7.1 The Landlord must:

- 7.1.1 pay the Superior Lease Rent and, so far as they do not form part of the Tenant's obligations in this Lease, comply with the obligations, conditions and covenants to be complied with by a tenant of the Superior Lease; and

- 7.1.2 at the request and cost of the Tenant on a full indemnity basis, including security for costs paid in advance, use reasonable endeavours to ensure that the Superior Landlord complies with the obligations, conditions and covenants to be complied with by a landlord of the Superior Lease.
- 7.2 The Tenant must not do or omit to do any act or thing that would place the Landlord in breach of the obligations, conditions and covenants to be complied with by a tenant of the Superior Lease.
- 7.3 Without prejudice to the terms of this Lease, where the consent or approval of the Landlord is required to any act or thing:
 - 7.3.1 it will be a condition precedent to the grant of that consent or approval that, if required under the Superior Lease, the consent or approval of the Superior Landlord is first obtained; and
 - 7.3.2 where the Landlord is under an obligation under this Lease not unreasonably to withhold or delay its consent or approval, the Landlord must, at the cost of the Tenant on a full indemnity basis, including reasonable security for costs paid in advance, apply for and use reasonable endeavours to obtain the consent or approval of the Superior Landlord where this is required under the Superior Lease.
- 7.4 References, however expressed, in this Lease to:
 - 7.4.1 any matter that is required to be carried out to the satisfaction or with the approval of the Landlord are to be read as including a requirement that the matter is also to be carried out to the satisfaction or with the approval of the Superior Landlord where this is required under the Superior Lease;
 - 7.4.2 an obligation on the Tenant to pay any costs, fees and expenses incurred by the Landlord in relation to any matter are to be read as including an obligation also to pay all costs, fees and expenses incurred in respect of that matter by the Superior Landlord; and
 - 7.4.3 an indemnity given to the Landlord are to be read as including an obligation to indemnify the Superior Landlord in respect of the subject matter of that indemnity.
- 7.5 Rights reserved to the Landlord under this Lease may also be exercised by the Superior Landlord and any persons authorised by the Superior Landlord under the Superior Lease.
- 7.6 Any covenant in this Lease by the Tenant not to do any act matter or thing to the prejudice of or adversely to affect the Landlord will be read as including an obligation not to do any such act matter or thing to the prejudice of or adversely to affect any Superior Landlord.
- 7.7 Nothing in this Lease imposes any obligation on the Superior Landlord to act reasonably in granting any consent or approval or expressing its opinion as to whether any act of the Tenant has been carried out to its satisfaction.
- 7.8 Where this Lease continues in effect following the ending of the Superior Lease:
 - 7.8.1 any terms of this Lease incorporated by reference to the terms of the Superior Lease will continue in effect;
 - 7.8.2 where the Annual Rent or other sums payable under this Lease are calculated by reference to the rents or other sums payable under the Superior Lease, then the Rents, Additional Rents or other sums payable under this Lease will continue to be payable as if:
 - (a) the Superior Lease continues in effect and the rents or other sums payable under the Superior Lease continue to be payable; and
 - (b) any terms in the Superior Lease for the agreement, calculation or determination of the rents or other sums payable under the Superior Lease, including any rent reviews under Superior Lease, continued to be applied; and
 - 7.8.3 any changes to the terms of this Lease necessary to enable the terms of this Lease to continue in effect have been made between the Landlord and the Tenant.

8. **CONDITION FOR RE-ENTRY**

8.1 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:

8.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

8.1.2 any breach of any condition of, or tenant covenant, in this lease;

8.1.3 where the Tenant is a corporation:

(a) entering into any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant; or

(c) 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

(d) the appointment of a receiver or manager or an administrative receiver in relation to the Property; or

(e) the commencement of a voluntary winding-up in respect of the Tenant, 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; or

(f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant; or

(g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off; or

(h) the Tenant otherwise ceasing to exist.

8.2 If the Landlord has received notice of any charge, debenture, mortgage or any other security granted over the Property by the Tenant, the Landlord must not exercise its rights under clause 10.1 unless and until it has:

(a) given notice to the holder of that security of any breach by the Tenant of the relevant obligation or term of this lease; and

(b) given the holder of that security a reasonable period of time in which to remedy the breach.

8.3 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, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

9. **AGREEMENTS**

9.1 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

9.2 **Contracting-out**

9.2.1 The Landlord and the Tenant confirm that before the date of this Lease:

- (a) a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on 23.12.2019; and
- (b) a statutory declaration dated 23.12.2019 complying with paragraph 8 of Schedule 2 to that Order was made by *Sinad McGrath* who the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf.

9.2.2 The Landlord and the Tenant agree and declare that the provisions of sections 24–28 (inclusive) of the Landlord and Tenant Act 1954 do not apply to the tenancy created by this deed.

9.2.3 The Landlord and the Tenant confirm there is no agreement for this lease.

9.3 Release of landlord

The Landlord's obligations in this Lease will not bind the Landlord after it has disposed of its interest in the Property and the Landlord will not be liable for any breach of the Landlord's obligations in this Lease arising after the date of that disposal.

10. CHANGE OF CONTROL

10.1 In the event that a Prohibited Entity acquires Control of the Tenant or any undertenant, irrespective of whether any person previously had Control of the Tenant or the undertenant, or in the event that any person who has Control of the Tenant or the undertenant should become a Prohibited Entity, then the Landlord shall be entitled to terminate this Lease on notice to the Tenant.

10.2 For the purposes of this clause 10, a Prohibited Entity shall be deemed to acquire "**Control**" of the Tenant, if a Prohibited Entity (whether acting alone or together with persons with who he is Acting in Concert):

10.2.1 acquires the majority of the voting rights in the share capital in the Tenant;

10.2.2 acquires the ability to control or exercise the control of the majority of the votes of the board of the Tenant;

10.2.3 acquires the ability to control the actions of the Tenant by virtue of powers conferred by the articles of association or any other document regarding the Tenant or;

10.2.4 in the case of a merger pursuant to which (a) the issued shares in the Tenant and the Prohibited Party are replaced with new shares in the merged business or (b) the shares of the Tenant or the Prohibited are swapped for shares in the other, acquires the majority of the voting rights in the share capital in such new entity.

and for the purposes of this clause 10, "**Acting in Concert**" shall have the same meaning as defined in the City Code on Takeovers and Mergers.

11. VAT

11.1 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.

11.2 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.

12. JURISDICTION

12.1 This lease shall be governed by and construed in accordance with the law of England and Wales.

12.2 The Landlord and the Tenant irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

13. BREAK CLAUSE

13.1 The Tenant may end the Term at any time after the expiry of the term of the Asset Services Agreement (without renewal) or the termination of the Asset Services Agreement due to insolvency or default of the Landlord by giving the Landlord not less than 6 months' notice following which the Term will end on that date (the "**Break Date**") if on the Break Date all money owed by the Tenant to the Landlord due up to and including the Break Date (but for the avoidance of doubt not for any period beyond the Break Date) has been paid in full save where there is a legitimate dispute about payment.

13.2 The Landlord may waive any of the pre-conditions in clause 13.1 at any time before the Break Date by notifying the Tenant.

13.3 If this lease ends under this clause 13 this will not affect the rights of any party for any prior breach of an obligation

14. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

15. USE OF THE JETTY

Subject to clause 2.3.5 hereto the Tenant shall be allowed the exclusive use of the Jetty for vessels capable of being handled thereat but such user shall be subject to the Regulations of the Port applicable from time to time.

16. CUSTOMS ACCOMMODATION

The Tenant shall provide at its own expense any office or other accommodation which may be required at the Property by the Customs Authorities in connection with the Tenant's business.

17. RIVER UNUSABLE

If for any reason beyond the control of the Landlord the River Mersey or the approaches thereto or any part thereof shall become unusable for vessels proceeding to or from the Jetty the Tenant shall have no claim whatsoever against the Landlord for loss or damage or expense arising therefrom or in any way connection therewith except as maybe provided by available to the Landlord to bring an insurance claim under the terms of the Superior Lease.

18. REMOVAL OF BUILDINGS

The Tenant:

18.1 may on quitting the Property all rent due hereunder having previously been paid; or

18.2 shall if called upon to do so by the Landlord,

during the last twelve months or such longer period as the parties may agree preceding the expiry or sooner determination of the term at its own expense remove all or any buildings structures fixtures sewers drains tanks pipelines erections bunds or other works machinery plant or fittings which may have been erected or placed by or on behalf of the Tenant or any previous tenants of the Property or part thereof at or under the Property and shall also at its own expense if so required by the Landlord after such removal make good the Property to the reasonable satisfaction of the Landlord's Representative. Provided that the Tenant shall not be entitled or required to remove the Jetty or the Administration Building pursuant to this clause provided also that in exercising its rights under this clause 18 the Landlord shall first consult with the Tenant and shall use its best endeavours to avoid unnecessary cost to the Tenant under this clause provided always that adequate work will be done consistent with what a prudent landlord would require having regard to any future potential uses of the Property.

19. **OWNERSHIP OF FIXTURES**

All buildings, structures, erections, fixtures, fittings, tanks, bunds, pipelines, plant, machinery and equipment, Service Media used exclusively by the Property, or other works upon under over or through the Property other than the Jetty shall be the property of the Tenant.

20. **CONSULTATION**

The Landlord shall consult with the Tenant in advance on any proposal to make Byelaws or Regulations under the Landlord's statutory powers or otherwise in connection with the operation of the Port and which may affect the operations of the Tenant at the Property.

21. **STATUTORY DUTIES**

Nothing herein contained shall prevent the performance of the duties and obligations which the Landlord may necessarily have to perform from time to time by virtue of any act of parliament or any order of any public authority.

22. **LIABILITY**

- 22.1 At any time when the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord and the Tenant may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.
- 22.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

23. **EXCLUSION OF REPRESENTATIONS**

- 23.1 The Tenant acknowledges that in entering into this lease it is not relying on) and shall have no remedy in respect of, any statement or representation made by or on behalf of the Landlord.
- 23.2 Nothing in this clause 23 shall, however, operate to limit or exclude any liability for fraud.

24. **NOTICES, CONSENTS AND APPROVALS**

- 24.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
- 24.2 A written notice shall be delivered by hand or sent by pre-paid first class post or special delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post. In the case of notices to Shell U.K. Limited or its Affiliates a copy shall be delivered at the same time by the same methods to LSUK/1 Legal Services Shell Centre London SE1 7NA or such other address as shall be notified from time to time.
- 24.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 24.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
 - 24.4.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
 - 24.4.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 24.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
 - 24.5.1 the approval is being given in a case of emergency; or

24.5.2 this lease expressly states that the approval need not be in writing.

24.6 If the Landlord 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. RIGHTS OF ENTRY

In exercising any rights of entry under the lease the Landlord shall comply with the Tenant's health safety and environmental protection procedures previously notified in writing by the Tenant to the Landlord.

26. INSPECTION OF THE PROPERTY

The Tenant shall permit the Landlord and all persons authorised by it upon giving reasonable notice to the Tenant to enter at all reasonable times (provided that the requirements as to reasonable notice and times shall not apply in the event of an emergency) upon the Property:

26.1 to inspect the river walls between the points shown marked "A" and "B" on the Plan and the Jetty and the machinery plant and fittings thereat and will within three calendar months after notice in writing of any defects and wants of repair shall have been given or left at the Property for the Tenant well and sufficiently repair and make good such defects and wants of repair in such manner as may reasonably be directed by the Landlord and if so required under the inspection of such person as may be appointed by the Landlord and in default thereof the Landlord shall be at liberty by itself its contractors or servants at the expense of the Tenant to repair and amend all defects and wants of repair in respect whereof notice shall have been given or left as aforesaid and the reasonable expenses thereby incurred as certified by the Landlord's Representative shall be paid to the Landlord by the Tenant on demand;

26.2 to inspect maintain repair and renew any of the Landlord's services and facilities at the Property the Landlord performing such operations as expeditiously as possible and making good at its own expense and as expeditiously as possible any damage occasioned to the Property thereby,

provided that such rights shall be exercised in accordance with such conditions as the Tenant shall reasonable impose for the protection of its operations at the Property.

27. GUARANTOR'S OBLIGATIONS

27.1 The Guarantor, as primary obligor, guarantees to the Landlord that:

27.1.1 the Tenant will comply with all the Tenant's obligations in this Lease. If the Tenant defaults, the Guarantor will itself comply with those obligations and will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by that default; and

27.1.2 it will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company voluntary arrangement, scheme of arrangement or other scheme having or purporting to have the effect of impairing, compromising or releasing any or all of the obligations of the Guarantor in this clause 27.

27.2 If the Landlord in its absolute discretion notifies the Guarantor within six months after the date of any disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten Business Days, at the Landlord's option either:

27.2.1 at the Guarantor's own cost (including payment of the Landlord's costs) accept the grant of a lease of the Premises:

(a) for a term starting and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies;

(b) ending on the date when this Lease would have ended if the disclaimer, forfeiture or Striking-off had not happened;

- (c) at the same rent and other sums payable;
 - (d) containing a rent review date on the term commencement date of the new lease if there is a rent review under this Lease that falls before that term commencement date that has not been concluded (but with the rent being reviewed as at the date of the unconcluded rent review);
 - (e) containing rent review dates on each Rent Review Date under this Lease that falls on or after the term commencement date of the new lease; and
 - (f) otherwise on the same terms and conditions as this Lease; or
- 27.2.2 pay the Landlord any arrears of the Rents, the Outgoings and all other sums due under this Lease plus the amount equivalent to the total of the Rents, the Outgoings and all other sums due under this Lease that would be payable for the period of six months following the disclaimer, forfeiture or striking-off had there been no such event.
- 27.3 If clause 27.2.2 applies then, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause **27** (but that will not affect the Landlord's rights in relation to any prior breaches).
- 27.4 The Guarantor's liability will not be reduced or discharged by:
- 27.4.1 any failure for any reason to enforce in full, or any delay in enforcement of, any right against, or any concession allowed to the Tenant or any third party;
 - 27.4.2 any variation of this Lease (except that a surrender of part will end the Guarantor's future liability in respect of the surrendered part);
 - 27.4.3 any right to set-off or counterclaim that the Tenant or the Guarantor may have;
 - 27.4.4 any death, incapacity, disability or change in the constitution or status of the Tenant, the Guarantor or of any other person who is liable, or of the Landlord; or
 - 27.4.5 anything else other than a release by the Landlord by deed.
- 27.5 The Guarantor must not claim in competition with the Landlord in the insolvency of the Tenant and must not take any security, indemnity or guarantee from the Tenant in respect of the Tenant's obligations under this Lease.

EXECUTED as a **DEED** and delivered on the date at clause LR1.

SCHEDULE 1

The Property

All that piece of land registered at the Land Registry under title number MS562863 comprising 49.24 acres or thereabouts and situate at Tranmere Merseyside shown edged red on the Plan including the river walls between the points marked "A" and "B" on the Plan and together also with the Jetty but otherwise excluding anything installed or placed on under over or through the said land and Jetty by or on behalf of the Tenant or any previous tenants of the Property or part thereof or their respective Affiliates whether before or after the start of the term including any buildings, structures, erections, fixtures, fittings, tanks, bunds, pipelines, plant, machinery, equipment, Service Media, or other works.

SCHEDULE 2

Environmental protection

1. Defined terms

This **Schedule 2** uses the following defined terms:

"1990 Act"

the Environmental Protection Act 1990;

"Contamination"

all or any of the following arising from Tenant's use of the Property:

- (a) the presence in soil or in groundwater in, on, under or over the Property of any Hazardous Material or Waste; and
- (b) the migration or other escape of any such Hazardous Materials or Waste from the Property;

"Environment"

air, including without limitation the air within buildings and within other natural or man-made structures, water and land and any living organisms or eco-systems supported by them;

"Environmental Authority"

any governmental or regulatory body, agency or authority having responsibility for the enforcement of Environmental Law;

"Environmental Law"

each applicable law (including statute, secondary legislation, directives, regulations, resolutions, statutory guidance and codes of practice having the force of law, civil, criminal or administrative law, common law, a notice, order, judgment, ruling or other requirement from any governmental, administrative or regulatory agency or body or a court, tribunal or other assembly conducting judicial business) relating to pollution or protection of the Environment, or human health and safety;

"Environmental Liabilities"

all claims, costs, damages, expenses (including reasonable professional fees incurred in investigating or defending any claim or proceeding whether such claim or proceeding is successfully defended or not), losses and liabilities (including without limitation the costs of Remediation and Environmental Costs), fines and penalties;

"Environmental Notice"

any statutory notice or formal requirement of any court or any Environmental Authority relating to protection or pollution of the Environment;

"Environmental Permits"

any permit, licence, consent, registration, authorisation or exemption required under Environmental Law in relation to the use or occupation of the Property by the Tenant including for the manufacture, use, storage, disposal, handling or presence of any Hazardous Materials or Waste on the Property by the Tenant;

"Existing Contamination"

all or any of the following:

- (a) the presence in soil or in groundwater at, on, under or over the Property of any Existing Materials; and

- (b) the migration or other escape of any Existing Materials from the Property at any time whether before, on or after the date of this Lease

"Existing Materials"

any Hazardous Materials or Waste as present in soil or groundwater, on, in or under the Property at or prior to the date of this Lease;

"Hazardous Material"

any substance, whether in solid, liquid or gaseous form, that is (in the quantity in which it is manufactured, used, stored, handled or disposed of) capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance;

"Waste"

any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value.

1. Environmental compliance

1.1 The Tenant must comply with all requirements of Environmental Law applicable to its use and occupation of the Property and shall require that each licensee or other person to whom it sublets or gives access to the Property shall comply with requirements on Environmental Law applicable to its use of the premises.

1.2 The Tenant must at its own cost:

1.2.1 supply the Landlord with copies of all Environmental Notices; and

1.2.2 take and complete promptly and diligently take all actions or precautions required by those Environmental Notices.

1.3 The Tenant must give notice of and provide copies to the Landlord as soon as reasonably practicable of any:

1.3.1 undertakings given and conditions agreed in respect of the environmental condition of Property; and

1.3.2 complaints or warnings received by the Tenant from the Environmental Authorities or any other person or body in respect of any Contamination of other matter concerning the Environment at or affected by the Property or the Permitted Use; and

1.3.3 any notice or proceedings against the Tenant relating to any matter affecting the Property concerning the Environment or the health or safety of human beings.

1.4 The Tenant must not do or omit to do anything on the Property that would have an adverse effect on the Environmental Permits, their renewal or the use of the Property for the Permitted Use.

1.5 The Tenant must not do or omit to do anything that would or may:

1.5.1 cause any Hazardous Material or Waste to escape, leak or be spilled or deposited on the Property, discharged from the Property or migrate to or from the Property;

1.5.2 cause, increase, exacerbate or accelerate any Existing Contamination.

1.6 The Tenant must permit the Landlord on reasonable notice to enter the Property to undertake investigations (including the taking of samples) in, on or under the Property to ascertain the condition of the Property and the nature, extent and mobility of Hazardous Materials or Waste in, on or under the Property.

2. Variations to Hazardous Substances Consents

2.1 The Tenant must not without the consent of the Landlord:

- 2.1.1 apply to the Environmental Authorities for the surrender, grant, variation, or renewal of a Hazardous Substances Consent; or
- 2.1.2 give any undertakings or assurances or agree to the addition of conditions in connection with any Hazardous Substances Consent.

3. Prohibited Materials

The Tenant must not or cause or knowingly permit others to manufacture, use, store, handle or dispose of materials at the Property where those acts are prohibited by law.

4. Contamination

- 4.1 The Tenant must not other than as part of the Permitted Use do, or cause or knowingly permit others to do anything that would or may cause any Hazardous Material or Waste to escape, leak or be spilled, be illegally deposited on the Property, or to be discharged from the Property into the Environment or migrate to or from the Property.
- 4.2 It is acknowledged and agreed between the Landlord and the Tenant that except and to the extent that liability for Existing Contamination is caused, increased, exacerbated or accelerated directly or indirectly as a result of any breach by the Tenant of paragraph 4.1:
 - 4.2.1 the Tenant will have no liability under the terms of this Lease (including **paragraph 4.1**) or otherwise as a result of or in relation to Existing Contamination;
 - 4.2.2 the Tenant will not be required by any of the Tenant's Covenants to carry out any Remediation Works to make good, rectify, remove, treat or make harmless any Existing Contamination; and
 - 4.2.3 this acknowledgment is made in accordance with Statutory Guidance to exclude the Tenant from liability as an appropriate person to bear responsibility for Environmental Costs.
- 4.3 The Tenant must indemnify the Landlord against all Environmental Liabilities incurred by the Landlord arising directly or indirectly from any breach by the Tenant of any of the covenants in paragraph 4.1.
- 4.4 The Tenant must permit the Landlord to carry out at or in relation to the Property any works that the Landlord considers necessary (and for which the Tenant is not responsible under paragraph 4.1) to avoid or minimise the risk of any Hazardous Material or Waste in, on or under the Property polluting the Environment, causing harm to human health or any other living organism or damaging property.

5. Environmental costs

Where Environmental Costs become a charge on the Property under section 81A of the 1990 Act, and those costs are recovered from the Tenant under section 81B of the 1990 Act, the Tenant waives its statutory right to deduct those Environmental Costs from the Rents.

SCHEDULE 3

Superior Lease Insurance Provisions

1. INSURANCE

- 1.1 Subject to paragraph 1.3, the Landlord shall keep the Jetty and the landlord's fixtures and fittings thereon insured in the joint names of the Landlord and the Tenant at reasonable and competitive rates with a reputable insurer of good financial standing under an all risks policy against loss or damage by as a minimum the Insured Risks in an amount which from time to time will in the event of the Jetty and the landlord's fixtures and fittings thereon being wholly destroyed pay for the complete replacement cost thereof taking inflation of building costs into account and including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses.
- 1.2 The Landlord shall:
- 1.2.1 ensure that the insurers waive their subrogation rights in respect of all claims resulting from damage to the Jetty and landlord's fixtures and fittings thereon against the Tenant and also whilst any or all of Shell U.K. Limited (Company Registration No. 00141410) and its Affiliates are the Tenant against Shell U.K. Oil Products Limited (Company Registration No. 03625633) or any other Affiliate of Shell U.K. Limited providing agency and/or operator services at the Property to any or all of Shell U.K. Limited and its Affiliates whilst Tenant;
- 1.2.2 at all times promptly provide the Tenant with an up to date copy of the policy of insurance and all changes thereto together with evidence of payment of the premiums.
- 1.3 The Landlord's obligation to insure is subject to:
- 1.3.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- 1.3.2 insurance being available in the insurance market on reasonable terms.
- 1.4 The Tenant shall pay to the Landlord on demand:
- 1.4.1 the Insurance Rent;
- 1.4.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy in relation to the repair and replacement of the Jetty and the landlord's fixtures and fittings thereon or the loss of annual rent for the Property; and
- 1.4.3 any reasonable and proper costs that the Landlord incurs in obtaining a valuation of the Jetty and the landlord's fixtures and fittings thereon for insurance purposes but not more frequently than every three years.
2. If the Landlord insures the Jetty and the landlord's fixtures and fittings thereon together with other premises, the amount of the Insurance Rent shall be a fair proportion of the total cost of insurance for the Jetty and the landlord's fixtures and fittings thereon together with such other premises and in calculating such fair proportion part (a) of the Insurance Rent shall be the same proportion of the total cost of insurance as the sum insured for the Jetty and the landlord's fixtures and fittings thereon is of the total sums insured for the Jetty and the landlord's fixtures and fittings thereon together with the other premises and the amount of part (b) of the Insurance Rent shall be the same proportion of the total cost of insurance as the loss of rent sums insured for the Property are of the total loss of rent sums insured for the Property together with the other premises.
- 2.1 The Tenant shall:
- 2.1.1 give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Jetty and the landlord's fixtures and fittings thereon provided that the Tenant

shall have been given sufficient notice in writing of what the insurers and underwriters treat as being so material;

- 2.1.2 not do or omit anything as a result of which any policy of insurance of the Jetty and the landlord's fixtures and fittings thereon may become void or voidable or otherwise prejudiced, or the payment of any policy money shall be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium shall become payable provided that the Tenant shall have been given sufficient notice in writing of the matters which the insurers and underwriters treat as voiding the policy or which will result in policy monies being withheld or in increased or additional insurance premiums;
 - 2.1.3 comply at all times with the requirements of the insurers relating to the Jetty and the landlord's fixtures and fittings thereon of which the Tenant has had sufficient notice in writing;
 - 2.1.4 give the Landlord forthwith notice of the occurrence of any damage or loss relating to the Jetty and the landlord's fixtures and fittings thereon arising from an Insured Risk or of any other event that might materially adversely affect any insurance policy relating to the Jetty and the landlord's fixtures and fittings thereon;
 - 2.1.5 pay the Landlord an amount equal to any insurance money for repair and replacement of the Jetty and the landlord's fixtures and fittings thereon or the loss of rent for the Property that the insurers of the Jetty and the landlord's fixtures and fittings thereon refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Jetty with the actual or implied authority of any of them.
- 2.2 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for Joss of rent) to repair the damage for which the money has been received or (as the case may be) in replacement of the Jetty and the landlord's fixtures and fittings thereon making up any shortfall out of its own resources. The Landlord shall not be obliged to:
- 2.2.1 provide accommodation identical in layout or design so long as a modern replacement is provided which does not prejudice the Tenant's use and enjoyment of the Property at at least the same levels of capacity as were potentially possible prior to the destruction or damage; or
 - 2.2.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
 - 2.2.3 repair or rebuild the Jetty and the landlord's fixtures and fittings thereon after a notice has been served pursuant to paragraph 3.1.
- 2.3 If the Jetty and/or the landlord's fixtures and fittings thereon:
- 2.3.1 are damaged or destroyed by an Insured Risk so as to be unfit for occupation and/or use; and/or
 - 2.3.2 Incapable of access as a result of an Insured Risk;
3. then, unless the policy of insurance of the Jetty and the landlord's fixtures and fittings thereon has been vitiated in whole or in part in consequence of any act or omission of the Tenant, or its workers, contractors or agents or any other person on the Jetty with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the earlier of the date the Jetty and the landlord's fixtures and fittings thereon are again fit for occupation and use and accessible or the date which is five years after the date of damage or destruction. Such suspension shall include a repayment to the Tenant of any sums of rent already paid in respect of the period whilst the Jetty and/or the landlord's fixtures and fittings thereon are so damaged or destroyed so as to be unfit for occupation and/or use and/or incapable of access.
- 3.1 Either the Tenant or the Landlord may terminate this lease by giving notice to the other if, following damage or destruction by an Insured Risk, the Jetty and/or the landlord's fixtures and fittings thereon have not been reinstated so as to be fit for occupation and use and accessible within seven years after the date of damage or destruction. On giving this notice this lease shall determine but this

shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease and of the Tenant in respect of any breach of the landlord covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

Executed as a deed by the Landlord acting by S. THANAPANDIAN
a director acting in the presence of)



Signature of Director


Signature Witness

Name: RAJESH CHAVDA
Address 83 UPTON DRIVE CHESTER CH2157
Occupation: LAWYER

Executed as a deed by the Tenant acting by MICHAEL GAYMAN
a director acting in the presence of)



Signature of Director


Signature Witness

Name: TARIQ GHANI
Address 30 CHEEKLEY ROAD, STS FEN.
Occupation: TREASURY ANALYST

Executed as a deed by the Guarantor acting by)
a single director in the presence of:)

Signature of Director

Witness Signature

Witness Name

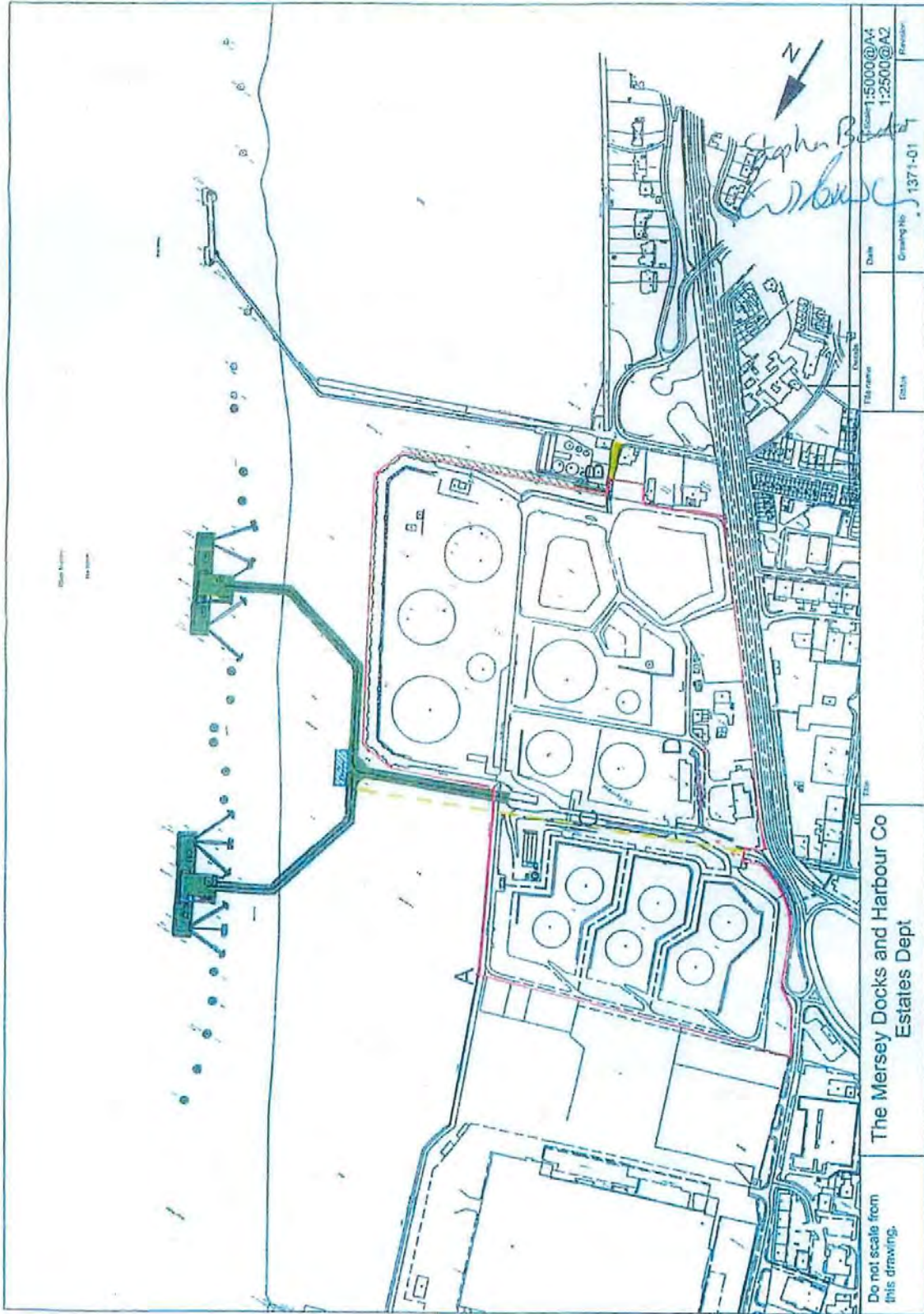
Witness Address

Annexure 1

Plan

10/99

msky



Do not scale from this drawing.		The Mersey Docks and Harbour Co Estates Dept	
Title name	Date	Scale	Revision
1371-01	1:5000@A4 1:2500@A2		



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Annexure 2

Schedule of Condition from the Superior Lease

EXECUTED as a DEED
by THE MERSEY DOCKS AND
HARBOUR COMPANY
acting by:

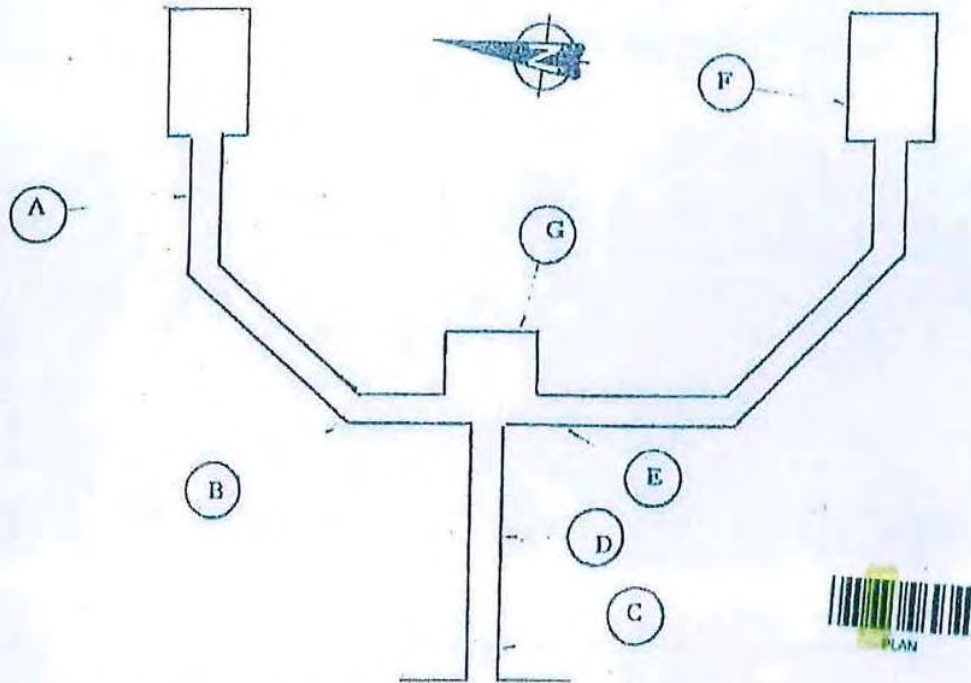
)
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)

Director: *Stephen Baxter*

Director/Secretary: *WJ Bux*

TRANMERE OIL TERMINAL
CONCRETE TESTING

APPENDIX D



SAMPLES TESTED FOR CARBONATION, CHLORIDE & CEMENT CONTENT

Area	Sample	Member	Access
A	Core	Beam	Scaffold
	Core	Beam	Scaffold
	Core	Bracing	Scaffold
B	Detached Section	Beam	N/A
C	Core	Column	Beach
D	Core	Column	Beach
E	Core	Column	Beach
F	Core	Column	Stairway
	Core	Bracing	Stairway
G	Detached Section	Beam	N/A

WARD ASHCROFT & PARKMAN

NOVEMBER 1985

TRANMERE OIL TERMINAL SURVEY

Steel Box Piles — Dimensions and Properties

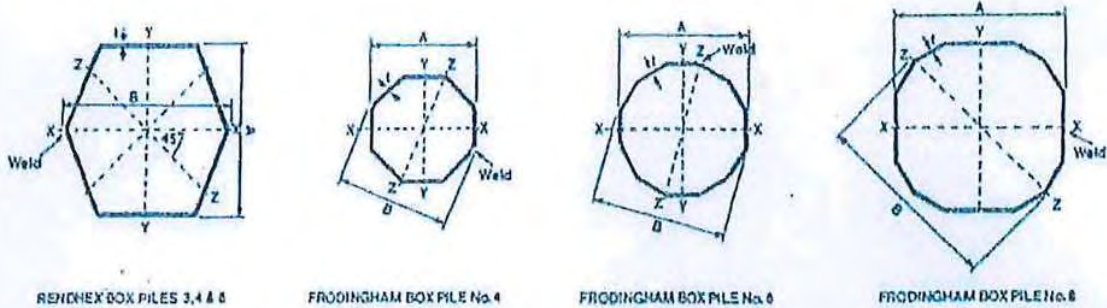


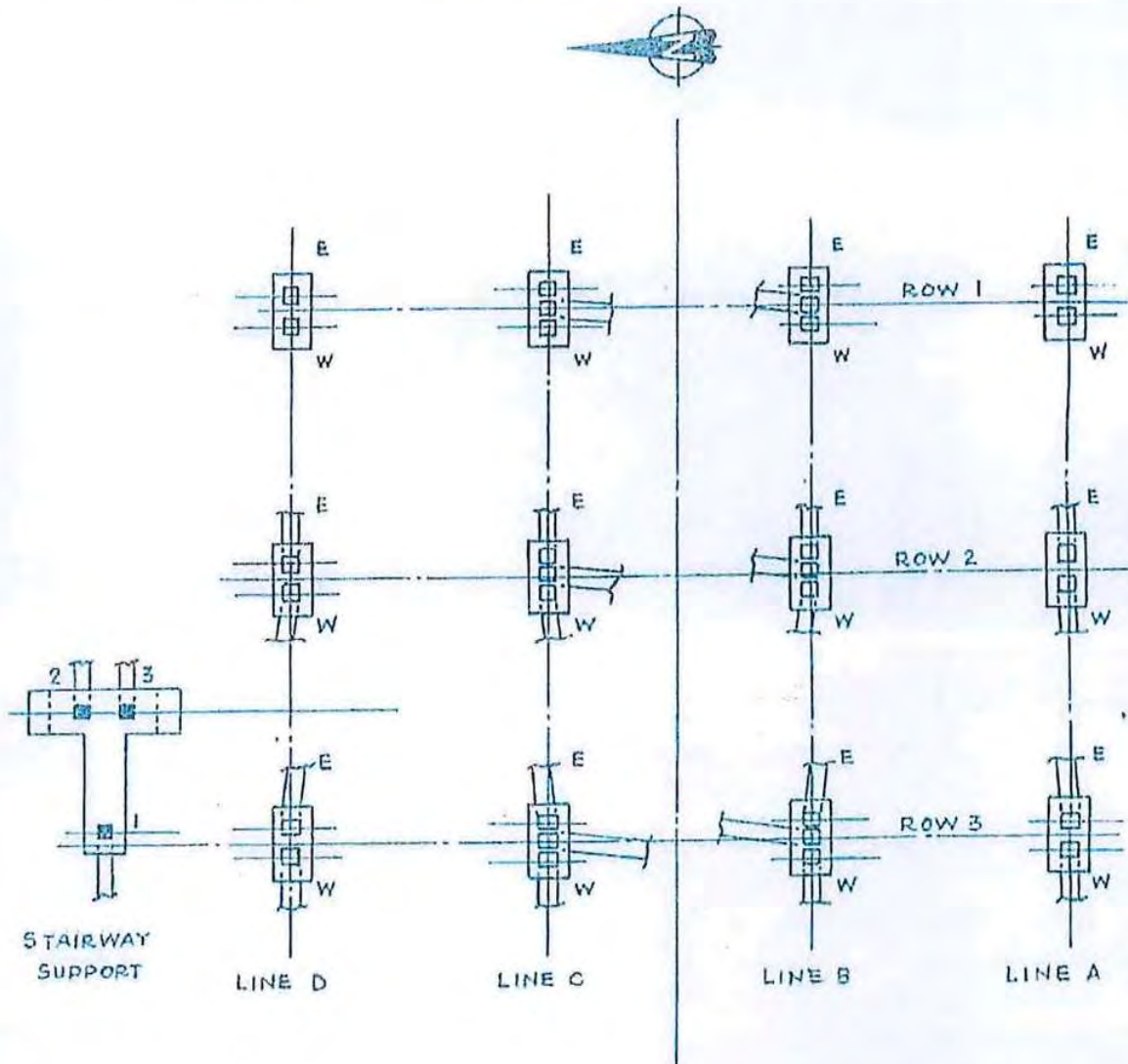
Table G4

Designation	Mass	Area of Steel	Dimensions			Radius of gyration			Elastic modulus			Perimeter	Overall area of section
			A	B	t	About XX	About YY	About ZZ	About XX	About YY	About ZZ		
	kg/m	cm ²	mm	mm	mm	cm	cm	cm	cm ²	cm ²	cm ²	mm	cm ²
Rendhex No. 3	105.71	134.3	330	327	12.7	12.0	10.7	11.4	1180	945	949	1120	808
Rendhex No. 4	171.44	217.4	406	414	15.9	15.1	14.1	14.6	2466	2083	1935	1420	1422
Rendhex No. 6	240.33	305.3	508	508	17.8	19.0	17.2	18.2	4356	3572	3396	1780	2163
Frodingham No. 4	167.6	213.7	419	451	18.9	14.6	14.6	14.6	2183	2183	2025	1390	1460
Frodingham No. 6	233.4	297.9	533	552	17.8	18.5	18.5	18.5	3802	3802	3670	1715	2560
Frodingham No. 8	313.0	398.0	673	749	17.8	24.5	24.5	24.5	7063	7063	6342	2273	3370

Notes: Box pile sections are continuously welded, minimum throat thickness equal to t, and short internal return welds are provided at both ends.



ULTRASONIC STEEL THICKNESS TESTS

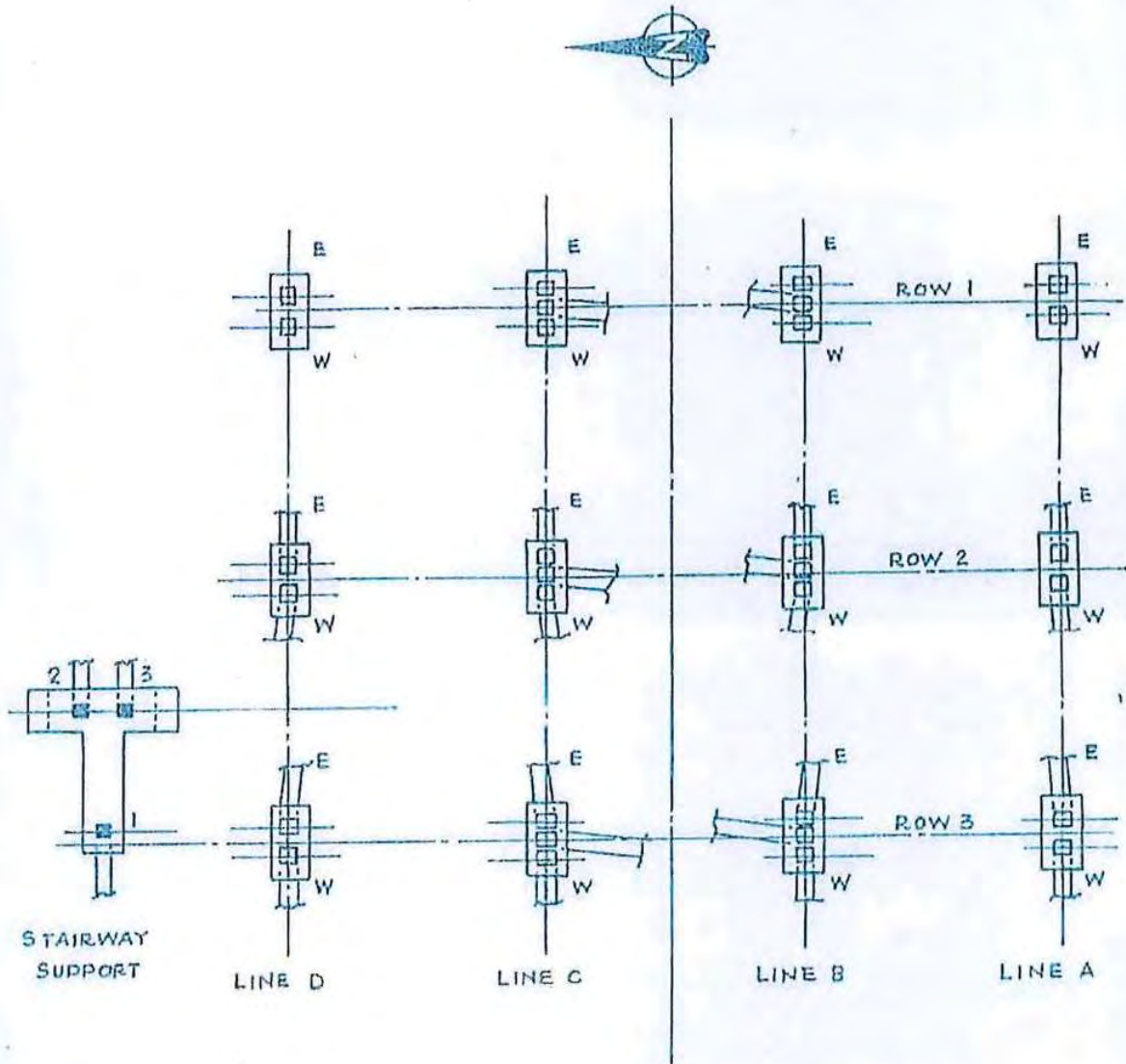


TRANMERE OIL TERMINAL
SOUTH JETTY HEAD
PLAN ON SUPPORT PILES

NOV. 1985

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& PARKMAN

ULTRASONIC STEEL THICKNESS TESTS



TRANMERE OIL TERMINAL

NORTH JETTY HEAD

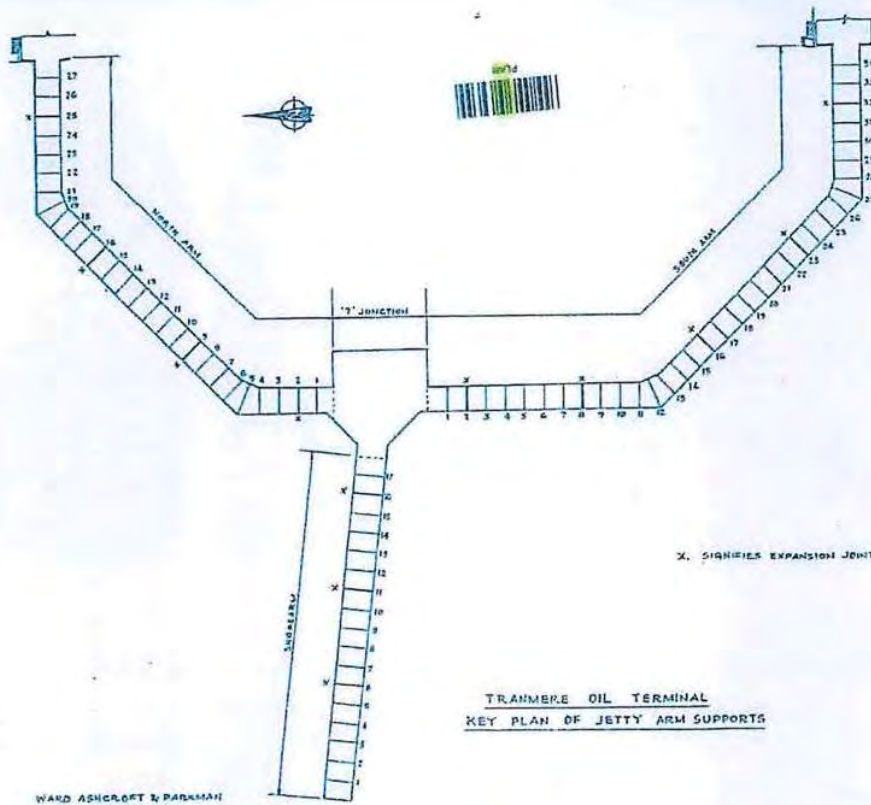
PLAN ON SUPPORT PILES

NOV. 1985

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& PARKMAN

APPENDIX C

ULTRASONIC STEEL THICKNESS TESTS



WARD ASHCROFT & PARAMAN

TRANSMERE OIL TERMINAL
KEY PLAN OF JETTY ARM SUPPORTS

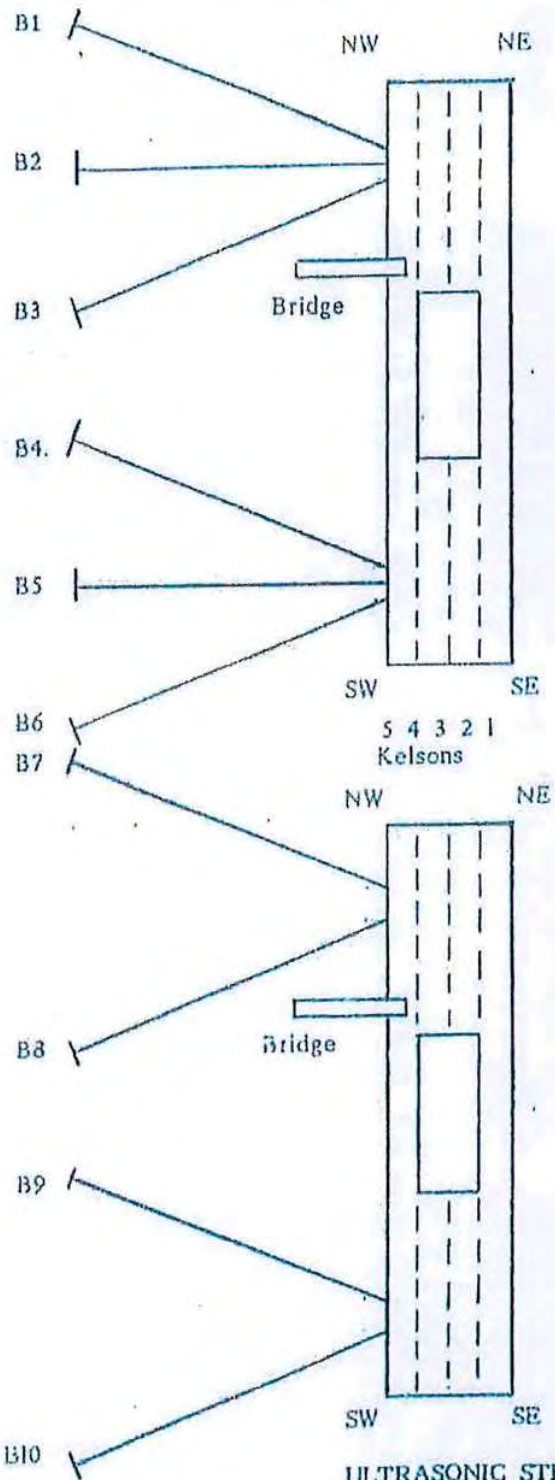
NOV. 1985

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TRANMERE OIL TERMINAL SURVEY

APPENDIX C

Booms



North Stage

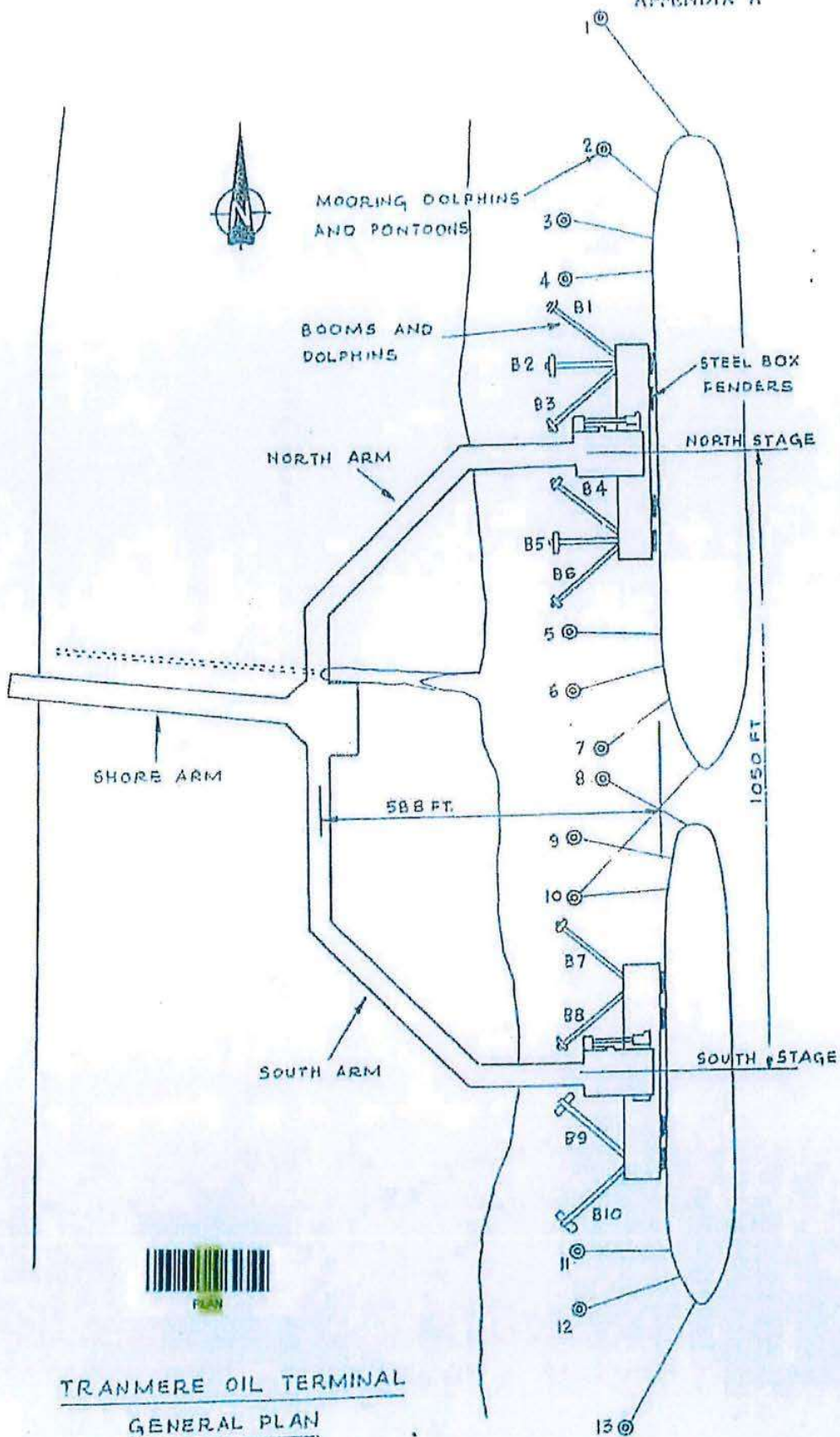
South Stage

ULTRASONIC STEEL THICKNESS TESTS
KEY PLAN

WARD ASHCROFT & PARKMAN

NOVEMBER 1985



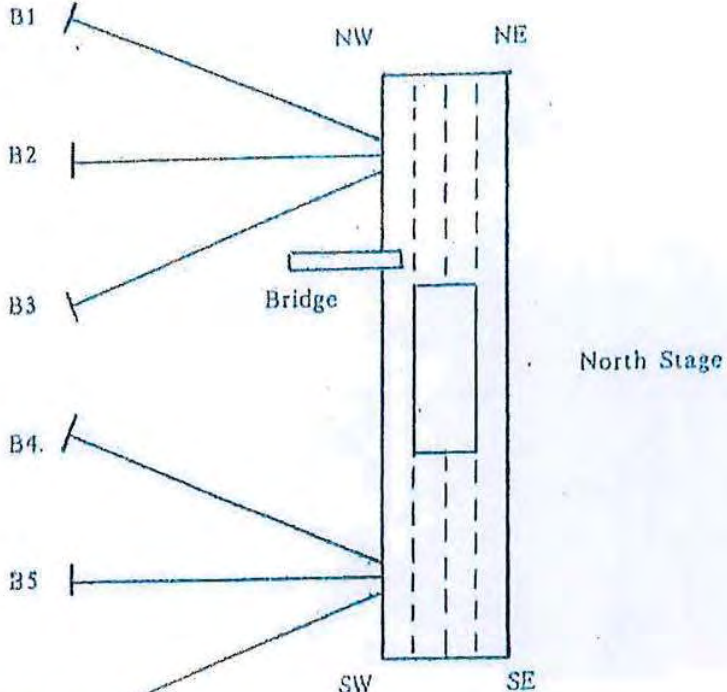


TRANMERE OIL TERMINAL
GENERAL PLAN

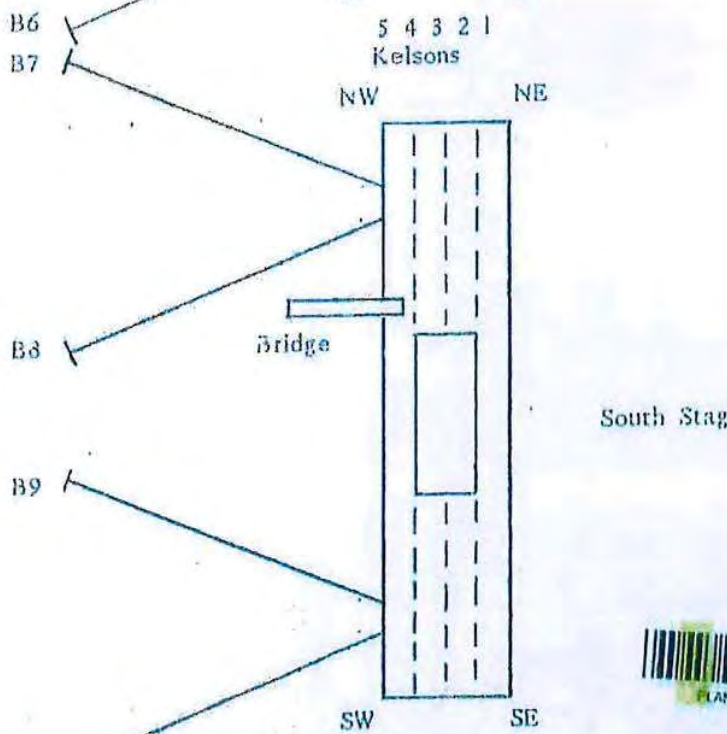
WARD ASHCROFT
& PARKMAN

NOV. 1985.

Booms



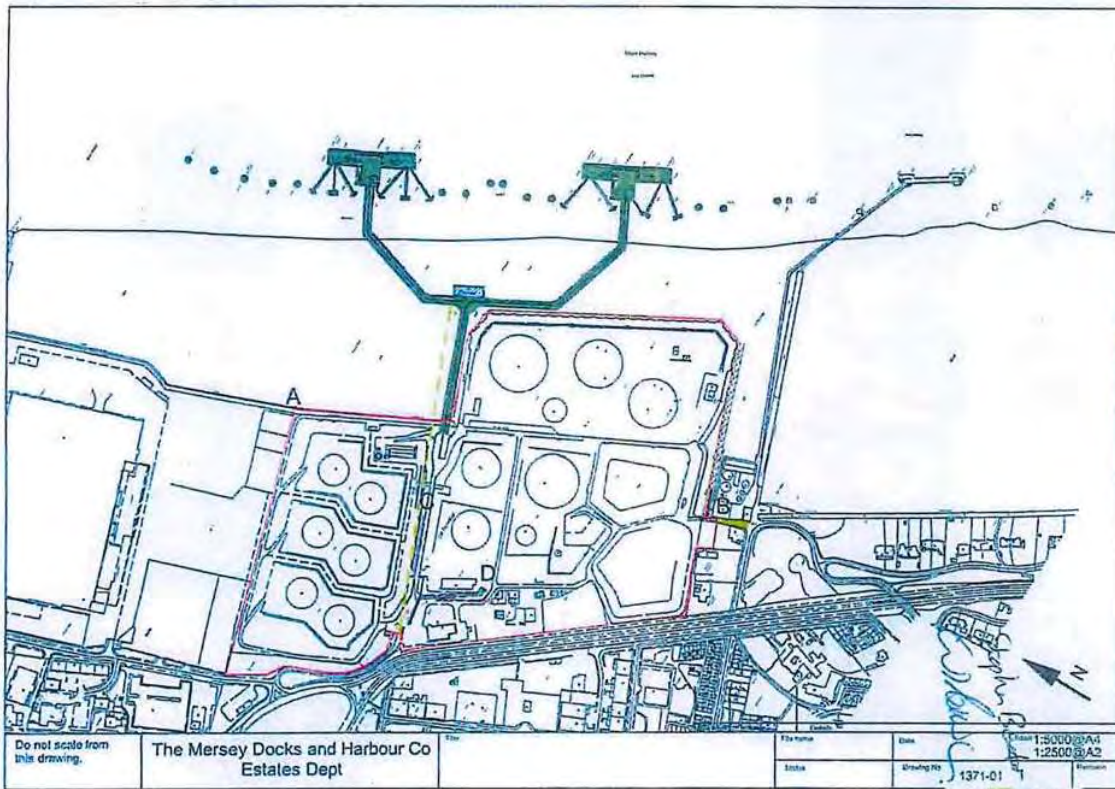
5 4 3 2 1
Kelsons



STEELWORK EXAMINATIONS
KEY PLAN

WARD ASHCROFT & PARKMAN

NOVEMBER 1985



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Dated: *31 December*

2019

- (1) Essar Oil (UK) Limited
- (2) Stanlow Oil Terminal Limited
- (3) Essar Energy Limited

Reversionary lease

Relating to premises known as Tranmere Oil Terminal, Wirral, Merseyside

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	31 December 2019
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	
LR2.2 Other title numbers	None
LR3. Parties to this lease	
Landlord	ESSAR OIL (UK) LIMITED (incorporated and registered in England and Wales under company registration number 07071400), the registered office of which is at The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
Tenant	STANLOW OIL TERMINAL LIMITED (incorporated and registered in England and Wales under company registration number 11456916), the registered office of which is at Gate No. 1 Oil Sites Road Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
Guarantor	ESSAR ENERGY LIMITED (incorporated and registered in England and Wales under company registration number 07108619), the registered office of which is at Lansdowne House, 2 nd Floor, 57 Berkeley Square, London W1J 6ER.
LR4. Property	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. The property described as the "Premises" in clause 1 of this Lease.
LR5. Prescribed statements etc.	None.
LR6. Term for which the Property is leased	The term as specified in clause 3.1 of this Lease.
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 rights 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 specified in clause 2.2 of the Existing Lease.
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	As specified in clause 2.3 of the Existing Lease.
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	None.
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

LEASE

PARTIES

- (1) the Landlord named in clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**");
- (2) the Tenant named in clause LR3 and its successors in title (the "**Tenant**"); and
- (3) the Guarantor named in clause LR3 (the "**Guarantor**").

BACKGROUND

- (A) The Existing Lease was entered into by the persons whose names are set out in the definition of the Existing Lease in **clause 1**.
- (B) The parties to this Lease, as the persons now bound by and having the benefit of the Existing Lease, have agreed to grant and accept a new lease to take effect in reversion to the Existing Lease on the terms of this Lease.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Lease uses the following definitions:

"Continuing Rents"

the rents payable to the Landlord under the following provisions of the Existing Lease as they apply to the Premises under this Lease:

- (a) rent for the insurance of the Premises under clause 2.1.2. of the Existing Lease;
- (b) interest on the late payment of rents under clause 2.1.3. of the Existing Lease; and
- (c) all other sums reserved as rent under the Existing Lease;

"Continuing Terms"

has the meaning given to it in **clause 3.2**;

"End Date"

the last day of the Term (however it arises);

"Existing Lease"

a lease of the Premises dated 31 12 2019 made between (1) Essar Oil (UK) Limited (2) Stanlow Oil Terminal Limited and all documents supplemental or ancillary to it;

"Existing Lease Alterations"

all works carried out to or for the benefit of the Premises under the terms of the Existing Lease;

"Lease"

this lease, which is a "new tenancy" for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995, and any document supplemental to it;

"Main Rent"

the rent payable under **clause 3.3**;

"Premises"

the premises known as Tranmere Oil Terminal, Wirral, Merseyside Terminal shown edged red on the plan attached to the Superior Lease, a copy of which is annexed to this lease at Annexure 1 and defined in more detail in Schedule 1 of the Existing Lease;

"Rent Commencement Date"

the Term Start Date;

"Rent Review Date"

the 1st January 2032 and each 1st January of each year of the Term;

"Term"

the period of this Lease and (unless the Landlord and the Tenant have included provisions in this Lease intended to exclude sections 24 to 28 of the 1954 Act from this Lease) any statutory continuation of that period under the 1954 Act;

"Term End Date"

29 December 2048;

"Term Start Date"

1st January 2032; and

"VAT"

value added tax or any similar tax from time to time replacing it or performing a similar function.

2. INTERPRETATION

- 2.1 Terms defined in the Existing Lease are incorporated into and have the same meanings in this Lease except as varied or modified by this Lease.
- 2.2 The rules of construction and interpretation set out in clause 1 of the Existing Lease apply equally to this Lease.
- 2.3 References to the Premises include alterations, additions and improvements made to them whether during the term of the Existing Lease or during the Term.

3. DEMISE, TERM AND RENT

- 3.1 The Landlord leases the Premises to the Tenant with full title for a term starting on the Term Start Date and ending on the Term End Date.
- 3.2 This Lease is granted on the same terms as the Existing Lease, as varied by this Lease (the **"Continuing Terms"**) as if those terms were set out in full in this Lease:
 - 3.2.1 including without limitation:
 - (a) the obligations, covenants and conditions to be complied with by the landlord and the tenant of the Existing Lease;
 - (b) the covenant for quiet enjoyment in the Existing Lease;
 - (c) the right of re-entry in the Existing Lease;
 - (d) the rights granted and reserved by the Existing Lease;
 - (e) the terms defined in the Existing Lease;

- (f) the conditions and agreements contained in the Existing Lease; and
 - (g) the rent review provisions contained in the Existing Lease;
- 3.2.2 but excluding the contractual term granted by the Existing Lease.
- 3.3 The Tenant must pay as rent:
 - 3.3.1 for the period starting on the Rent Commencement Date the yearly rent reserved under the Existing Lease on the last day of the contractual term of the Existing Lease but then increased in accordance with the terms of the rent review provisions for the rent review which falls due on the first day of the Term; and
 - 3.3.2 during the remainder of the Term, the rent set out in **clause** 3.3.1 as increased under clause 3.5.
- 3.4 The Main Rent is payable by equal monthly payments in advance on the same dates and in the same manner as the yearly rent is payable under the Existing Lease. The first payment will be for the period starting on (and is to be paid on) the Rent Commencement Date and ending on the last day of that [month/quarter].
- 3.5 The Main Rent will be reviewed on each Rent Review Date in accordance with the provisions of clause 3 of the Existing Lease as it applies to this Lease.
- 3.6 Starting on the Term Start Date the Tenant must pay the Continuing Rents as rent at the same times and in the same manner as they were payable under the Existing Lease.
- 3.7 The Main Rent, Continuing Rents and any other sums payable under this Lease are exclusive of VAT. Where, under the terms of this Lease, a supply is made that is subject to VAT, the person receiving the supply must pay the VAT to the person making the supply and a valid VAT invoice must be issued by the person making the supply.

4. TENANT'S OBLIGATIONS

4.1 Continuing Terms

The Tenant must comply with the obligations, conditions and covenants to be complied with by a tenant of this Lease, including those contained in the Continuing Terms.

4.2 Alienation of this Lease

During the term of the Existing Lease, the Tenant may not assign this Lease or underlet or charge the whole of the Premises to any person who does not simultaneously take an assignment of the Existing Lease or an underletting or charge of the whole of the premises demised by the Existing Lease, as the case may be. This clause 4.2 operates in addition to any restrictions or conditions in this Lease on the assignment of this Lease or the underletting or charging of the Premises, or incorporated into this Lease under the Continuing Terms.

4.3 Alienation of the Existing Lease

For the purpose only of the terms of the Existing Lease, but not the Continuing Terms, the Tenant must not assign the Existing Lease or underlet or charge the whole of the premises demised by the Existing Lease to any person who does not simultaneously take an assignment of this Lease or an underlease or charge of the whole of the Premises, as the case may be. This clause 4.3 operates in addition to any restrictions or conditions in the Existing Lease on the assignment of the Existing Lease or the underletting or charging of the whole of the premises demised by the Existing Lease.

5. LANDLORD'S OBLIGATIONS

The Landlord must comply with the obligations, conditions and covenants to be complied with by a landlord of this Lease, including those contained in the Continuing Terms.

6. AGREEMENTS

6.1 Works carried out under the Existing Lease

The Tenant's obligations to reinstate the Premises on or before the End Date include an obligation to reinstate all Existing Lease Alterations.

6.2 Ending of this Lease

During the term of the Existing Lease if the Existing Lease is brought to an end by the Landlord under the provisions for re-entry contained in the Existing Lease, this Lease will also end;

6.3 Noting of this Lease

The Landlord and the Tenant must endorse a note on the counterpart and original of the Existing Lease of any variations to the terms of the Existing Lease made by this Lease.

6.4 Contracts (Rights of Third Parties) Act 1999

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

6.5 Contracting-out

6.5.1 The Landlord and the Tenant confirm that before the date of this Lease or any agreement of this Lease:

- (a) a notice complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on 23-12-2019 ; and
- (b) a statutory declaration dated 23-12-2019 complying with paragraph 8 of Schedule 2 to that Order was made by Siobhán McGrath, who the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf].

6.5.2 The Landlord and the Tenant agree and declare that the provisions of sections 24-28 (inclusive) of the Landlord and Tenant Act 1954 do not apply to the tenancy created by this Lease.

7. GUARANTOR'S OBLIGATIONS

7.1 The Guarantor, as primary obligor, guarantees to the Landlord that:

- 7.1.1 the Tenant will comply with all the Tenant's obligations in this Lease. If the Tenant defaults, the Guarantor will itself comply with those obligations and will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by that default; and
- 7.1.2 it will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company voluntary arrangement, scheme of arrangement or other scheme having or purporting to have the effect of impairing, compromising or releasing any or all of the obligations of the Guarantor in this clause 7.

7.2 This Guarantee incorporates the provisions of clause 27 of the Existing Lease.

7.3 The Guarantor consents to the variations to the terms of the Existing Lease made by this Lease and confirms that its guarantee given in clause 27 of the Existing Lease is not released by the grant of this Lease.

8. BREAK RIGHT

8.1 The Tenant may end the Term at any time after either (a) the date which is 20 years after the commencement of the term of the Existing Lease or (b) the expiry of the term of the Asset Services

Agreement (without renewal) or the termination of the Asset Services Agreement due to insolvency or default of the Landlord by giving the Landlord not less than 6 months' notice following which the Term will end on that date (the "**Break Date**") if on the Break Date all money owed by the Tenant to the Landlord due up to and including the Break Date (but for the avoidance of doubt not for any period beyond the Break Date) has been paid in full save where there is a legitimate dispute about payment.

- 8.2 The Landlord may waive any of the pre-conditions in clause 8.1 at any time before the Break Date by notifying the Tenant.
- 8.3 If this lease ends under this clause 8 this will not affect the rights of any party for any prior breach of an obligation

9. **REGISTRATION AT HM LAND REGISTRY**

9.1 If compulsorily registrable, the Tenant must:

9.1.1 within six weeks of the date of this Lease, apply to register and then take all reasonable steps to complete the registration of this Lease and the Tenant's rights at HM Land Registry; and

9.1.2 provide the Landlord with an official copy of the registered title promptly after receipt.

9.2 The Tenant must within four weeks after the End Date, apply to HM Land Registry to close and then take all reasonable steps to complete the closure of any registered title relating to this Lease and to remove any reference to this Lease and the Tenant's rights from the Landlord's registered title(s).

10. **JURISDICTION**

10.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

10.2 Subject to **clause 10.3** and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

10.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

Executed as a deed and delivered on the date at clause LR1.

Executed as a deed by the Landlord acting by S. THANGAPANDIAN
a single director in the presence of:)



Signature of Director

Witness Signature 

Witness Name RAJESH CHAVDA

Witness Address 83 UPTON DRIVE CHESTER CH21 0B7

Executed as a deed by the Tenant acting by MICHAEL GAYNOR,
a single director in the presence of:)



Signature of Director

Witness Signature 

Witness Name TARIQ GHANI

Witness Address 30 CUCKLEHURD, ST5 7TN

Executed as a deed by the Guarantor acting by)
a single director in the presence of:)

Signature of Director

Witness Signature

Witness Name

Witness Address

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number MS178896

Edition date 07.10.2008

- This official copy shows the entries on the register of title on 12 APR 2022 at 14:16:56.
- 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 12 Apr 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, Birkenhead Office.

A: Property Register

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

MERSEYSIDE : WIRRAL

- 1 (28.03.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north east side of Mersey Road, being part of the Rock Ferry By-Pass, Birkenhead.
- 2 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.

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: MERSEYSIDE COUNTY COUNCIL of P.O. Box 95, Metropolitan House, Old Hall Street, Liverpool L69 3EL.
- 2 RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Highways Act 1980 or some other Act or authority.

C: Charges Register

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

- 1 A Conveyance of the land tinted pink on the filed plan and other land dated 31 December 1855 made between (1) Joseph Leather and James Hopwood (2) John Johnston Elton Morecroft and William Frederick Morecroft (3) Samuel Stock and (4) Thomas Part contains covenants details of which are set out in the schedule hereto.

By a Deed dated 30 December 1910 made between (1) William Frederick Morecroft and (2) George Frederick Lees, the said covenants were expressed to be released. Particulars of the terms of the release are

C: Charges Register continued

set out in the schedule hereto.

- 2 A Deed dated 26 May 1873 made between (1) John Johnston Elton Morecroft and William Frederick Morecroft (2) William Henry Higgins (3) Mary Caroline Higgins and (4) Daniel Aldersey Taylor contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 A Deed dated 26 November 1883 made between (1) Daniel Aldersey Taylor and (2) Charles Thomas Gostenhofer contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 31 December 1855 referred to in the Charges Register:-

the said Samuel Stock doth hereby for himself his heirs executors administrators and assigns covenant and agree with the said John Johnston Elton Morecroft and William Frederick Morecroft their heirs and assigns in manner following (that is to say) that subject to the proviso hereinafter contained he the said Samuel Stock his heirs or assigns shall not nor will at any time hereafter erect upon the said plot piece or parcel of land expressed and intended to be hereby granted released and assured any buildings or erections other than dwellinghouses with suitable outbuildings to be occupied therewith and that not more than six such dwellinghouses shall at any time hereafter be erected thereon or upon any part thereof and that every such dwellinghouse shall be set back at the distance of four yards at the least from Mersey Lane aforesaid and be erected and built so as to present two good elevations the one to Mersey lane aforesaid and the other to the river and that each such dwellinghouse when completed and rendered fit for habitation shall be and be maintained of not less value than four hundred pounds exclusive of the value of the land forming the site thereof and that he the said Samuel Stock his heirs or assigns shall not nor will at any time hereafter use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the said piece or parcel of land or any part thereof or any buildings to be erected thereon any of the roads or business following (that is to say) limeburner brickmaker soap boiler tallow chandler tanner skinner currier curer of herrings or sugar boiler or use or occupy the same buildings or any of them as and for a herringhouse slaughter house or any other trade or business whatsoever which can shall or may be considered a nuisance to the neighbourhood and shall not nor will erect or place or permit or suffer to be erected or placed any steam engine upon any part of the said land or in any building or buildings to be erected thereon and shall not nor will let or sell for the purpose of habitation separate from the said building or buildings which may be erected upon the said land or permit or suffer to be inhabited as a separate dwelling any cellar or cellars belonging to any such building or buildings PROVIDED ALWAYS and it is hereby expressly declared and agreed by and between the said several parties to these presents and particularly by the said John Johnston Alton Morecroft and William Frederick Morecroft that it shall be lawful for the said Samuel Stock his heirs or assigns and he and they shall be at full and free liberty not only to use and occupy the said piece or parcel of land or any part thereof as and for a coal yard on his and their inclosing the same or so much thereof as shall be used for that purpose with a brick or stone wall but also to erect thereon a cottage with stabling and necessary offices sheds and outbuildings and to occupy use and let the same cottage and other buildings when so erected for the purposes of the said coal yard anything hereinbefore contained to the contrary thereof notwithstanding.

- 2 The following are details of the release contained in the Deed dated 30 December 1910 referred to in the Charges Register:-

The said William Frederick Morecroft doth hereby release exonerate and discharge All and singular the hereditaments and premises comprised in the hereinbefore recited Indenture from the restrictive covenants and conditions contained in the same Indenture save and except however in so far as the same covenants and conditions restrict or prohibit the

Schedule of restrictive covenants continued

carrying in upon the premises comprised in the said Indenture of thirty first December one thousand eight hundred and fifty five of any of the trades or business therein mentioned Provided always and the said William Frederick Morecroft hereby covenants with the said George Frederick Lees his heirs and assigns that notwithstanding the exception hereinbefore mentioned he the said William Frederick Morecroft his heirs executors or administrators will not at any time hereafter take any proceedings against the said George Frederick Lees his heirs or assigns for the purpose of restraining him or them from building upon or using the said land or any part thereof or any building now erected or hereafter to be erected thereon otherwise than in accordance with any such excepted covenant or restriction as aforesaid or for recovery of damages for the breach non performance or non observance of any such covenant or restriction or otherwise in respect thereof.

- 3 The following are details of the covenants contained in the Deed dated 26 November 1883 referred to in the Charges Register:-

The said Charles Thomas Gostenhofer doth hereby covenant with the said Daniel Aldersey Taylor that no other buildings than private residences or private with suitable outbuildings thereto or a church or mission or dwellinghouses parish house shall at anytime hereafter be erected on the said land and that every such residence shall be of not less annual value than forty pounds"

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.

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MB25

H.M. LAND REGISTRY

TITLE NUMBER

MS 178896

ORDNANCE SURVEY
PLAN REFERENCE

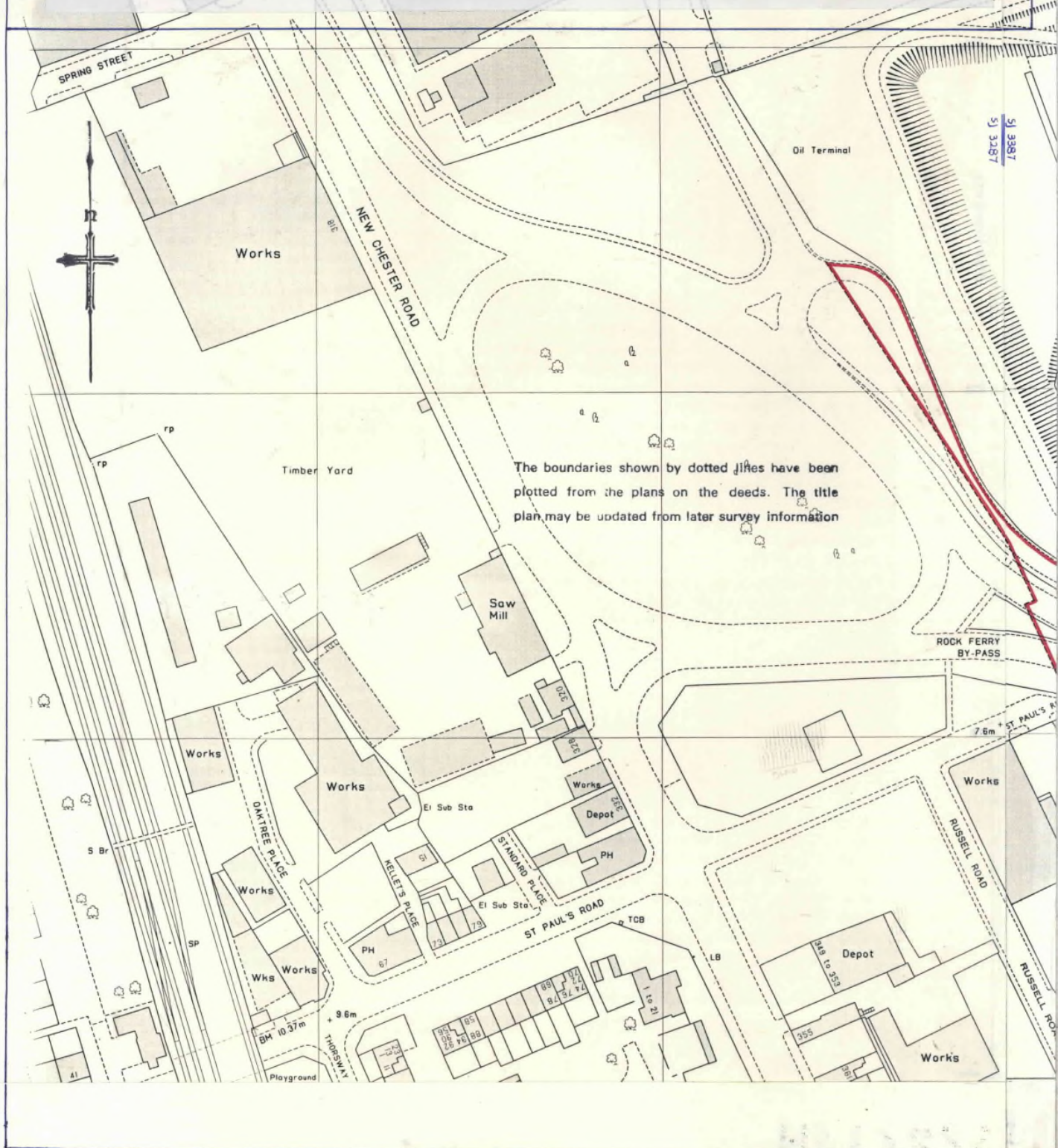
SJ 3287, SJ 3387, SJ 3386

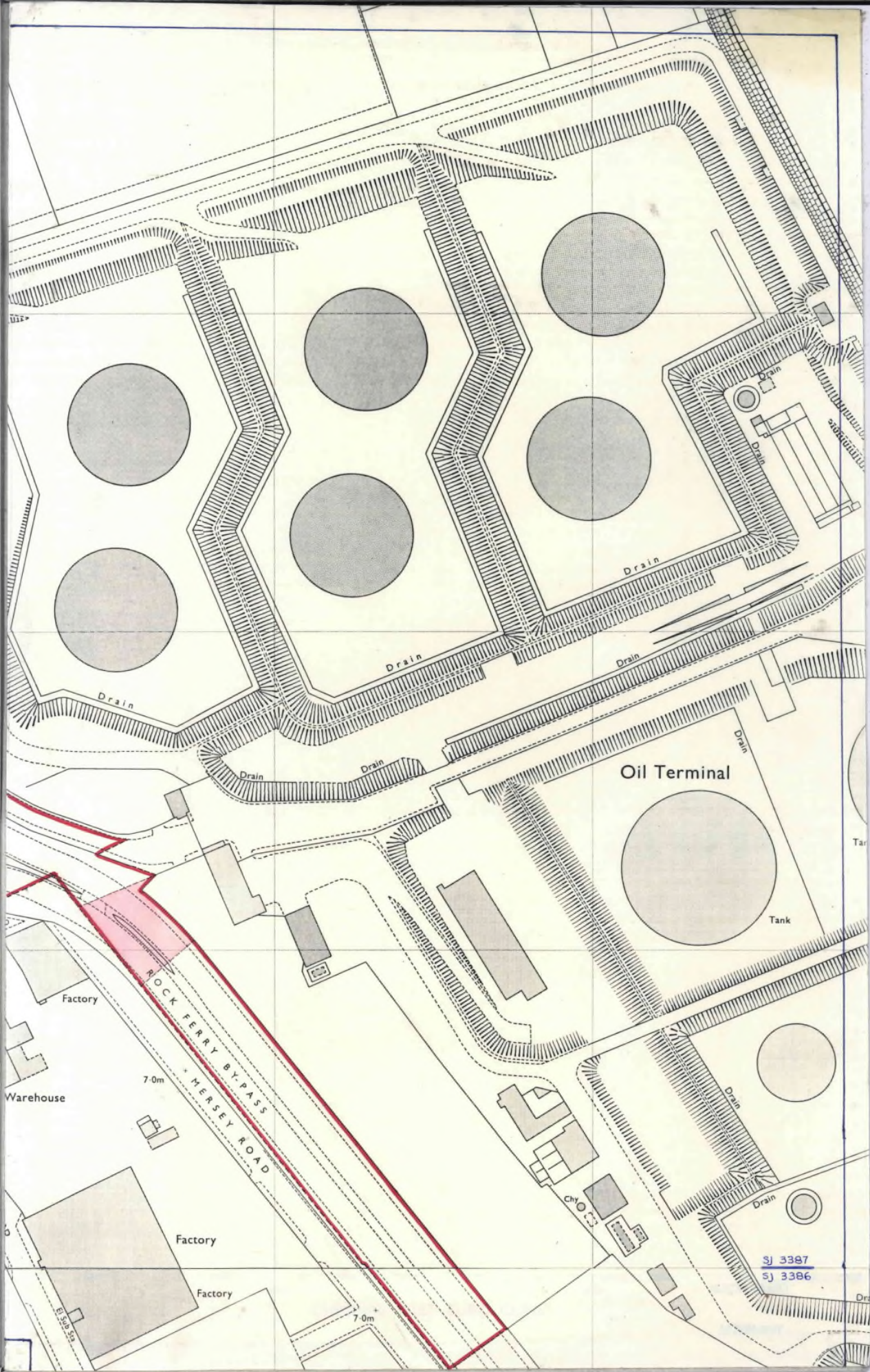
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1/1250

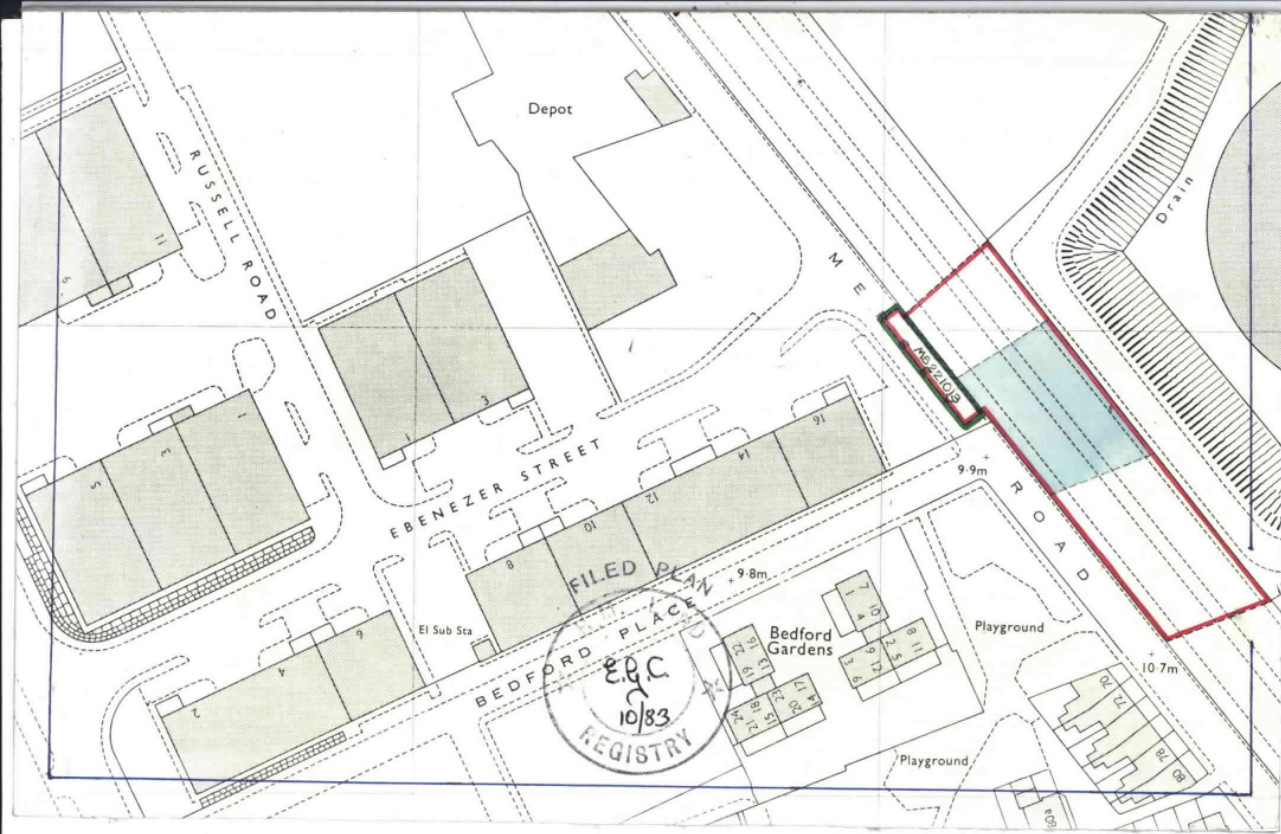
COUNTY MERSEYSIDE

DISTRICT WIRRAL

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Official copy of register of title

Title number WK355176

Edition date 11.03.2019

- This official copy shows the entries on the register of title on 01 APR 2022 at 20:50:52.
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- Issued on 01 Apr 2022.
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- 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.

WARWICKSHIRE : NORTH WARWICKSHIRE

- 1 (05.10.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Kingsbury Oil Terminal, Piccadilly Way, Kingsbury.
- 2 (05.10.1994) The land has the benefit of the following rights reserved by the Conveyance of 28.75 acres of land lying to the north of the land in this title dated 31 March 1967 referred to in the Charges Register:-

EXCEPT AND RESERVING unto the Vendor for the benefit of the remainder of the Vendor's land at Kingsbury and every part thereof full and free right and liberty to use for all proper purposes connected with the existing and every future use of the Vendor's land aforesaid any sewers drains watercourses pipes cables wires or other channels or conductors now laid or hereafter to be laid in under or over the land hereby conveyed with power at any time or times to enter thereupon for the purpose of making connections with repairing renewing maintaining inspecting or cleansing the same PROVIDED THAT this grant is limited to such sewers drains watercourses pipes cables wires or other channels or conductors as are now laid or shall within the before mentioned period of eighty years be laid as aforesaid.
- 3 (05.10.1994) The land has the benefit of the following rights reserved by the Conveyance of 8.29 acres of land lying to the north of the land in this title dated 31 March 1967 referred to in the Charges Register:-

EXCEPT AND RESERVING unto the Vendor for the benefit of the remainder of the Vendor's land at Kingsbury and every part thereof full and free right and liberty to use for all proper purposes connected with the existing and every future use of the Vendor's land aforesaid any sewers drains water courses pipes cables wires or other channels or conductors now laid or hereafter to be laid in under or over the land hereby conveyed with power at any time or times to enter thereupon for the purpose of making connections with repairing renewing maintaining inspecting or cleansing the same PROVIDED THAT this grant is limited to such sewers drains water courses pipes cables wires or other channels or conductors as are now laid or shall within the before mentioned period of Eighty years be laid as aforesaid."
- 4 (05.10.1994) The land has the benefit of the rights reserved by the

A: Property Register continued

Conveyance of 16.83 acres of land lying to the north of the land in this title dated 31 March 1967 referred to in the Charges Register. The said rights are identical to those contained in the Conveyance of 8.29 acres of land dated 31 March 1967 referred to above.

- 5 (05.10.1994) The land has the benefit of the rights reserved by the Conveyance of 4.96 acres of land lying to the north of the land in this title dated 31 March 1967 referred to in the Charges Register. The said rights are identical to those contained in the Conveyance of 8.29 acres of land dated 31 March 1967 referred to above.
- 6 (05.10.1994) The land has the benefit of the rights reserved by the Conveyance of 19.05 acres of land lying to the north of the land in this title dated 3 July 1967 referred to in the Charges Register. The said rights are identical to those contained in the Conveyance of 8.29 acres of land dated 31 March 1967 referred to above.
- 7 (05.10.1994) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 1 January 1994 referred to in the Charges Register.
- 8 (05.10.1994) The Transfer dated 1 January 1994 referred to above contains a provision as to light or air.

NOTE: Copy filed.

- 9 (11.03.2019) A Transfer of the land in this title and other land dated 1 February 2019 made between (1) Shell U.K. Limited and BP Oil UK Limited and (2) Shell U.K. Limited and Essar Midlands Limited contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

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 (11.03.2019) PROPRIETOR: SHELL U.K. LIMITED (Co. Regn. No. 00140141) of Shell Centre, York Road, London SE1 7NA and ESSAR MIDLANDS LIMITED (Co. Regn. No. 11253987) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.
- 2 (05.10.1994) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (11.03.2019) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 (22.03.1996) The land is subject to the following rights granted by a Conveyance of 28.75 acres of land lying to the north of the land in this title dated 31 March 1967 made between (1) Shell-Mex and B. P. Limited (Vendor) and (2) Mobil Oil Company Limited (Purchaser):-

"TOGETHER with full and free right and liberty for the Purchaser in common with all other persons who have or may hereafter have the like right to use for all proper purposes connected with the existing and every future use of the land hereby conveyed any sewers drains water courses pipes cables wires or other channels or conductors now laid or hereafter to be laid in under or over the remainder of the Vendor's

C: Charges Register continued

land at Kingsbury with power at any time or times to enter thereupon for the purpose of making connections with repairing renewing maintaining inspecting or cleansing the same PROVIDED THAT this grant is limited to such sewers drains watercourses pipes cables wires or other channels or conductors as are now laid or shall within a period of eighty years from the date hereof be laid as aforesaid which period of eighty years is the perpetuity period applicable to this disposition under the rule against perpetuities."

- 2 (22.03.1996) The land is subject to the following rights granted by a Conveyance of 8.29 acres of land lying to the north of the land in this title dated 31 March 1967 made between (1) Shell-Mex and B.P. Limited (Vendor) and (2) Sevenoaks Property Company Limited (Purchaser):-

"TOGETHER with full and free right and liberty for the Purchaser in common with all other persons who have or may hereafter have the like right

.....
..

(b) To use for all proper purposes connected with the existing and every future use of the land hereby conveyed any sewers drains water courses pipes cables wires or other channels or conductors now laid or hereafter to be laid in under or over the said road coloured brown and the remainder of the Vendor's land at Kingsbury with power at any time or times to enter thereupon for the purpose of making connections with repairing renewing maintaining inspecting or cleansing the same PROVIDED THAT this grant is limited to such sewers drains water courses pipes cables wires or other channels or conductors as are now laid or shall within a period of Eighty years from the date hereof be laid as aforesaid which period of Eighty years is the perpetuity period applicable to this disposition under the rule against perpetuities."

NOTE: The road coloured brown referred to does not affect the land in this title.

- 3 (22.03.1996) The land is subject to the rights granted by a Conveyance of 16.83 acres of land lying to the north of the land in this title dated 31 March 1967 made between (1) Shell-Mex and B.P. Limited (Vendor) and (2) Sevenoaks Property Company Limited (Purchaser). The said rights are identical to those contained in the Conveyance of 8.29 acres of land dated 31 March 1967 referred to above.
- 4 (22.03.1996) The land is subject to the rights granted by a Conveyance of 4.96 acres of land lying to the north of the land in this title dated 31 March 1967 made between (1) Shell-Mex and B. P. Limited (Vendor) and (2) United Kingdom Oil Pipelines Limited (Purchaser). The said rights are identical to those contained in the Conveyance of 8.29 acres of land dated 31 March 1967 referred to above.
- 5 (22.03.1996) The land is subject to the rights granted by a Conveyance of 19.05 acres of land lying to the north of the land in this title dated 3 July 1967 made between (1) Shell-Mex and B. P. Limited (Vendor) and (2) Regent Oil Company Limited (Purchaser). The said rights are identical to those contained in the Conveyance of 8.29 acres of land dated 31 March 1967 referred to above except that in the latter Conveyance the road coloured brown is described as the land coloured brown.
- 6 (05.10.1994) The land is subject, for the term of 20 years from 1 January 1976, to the following rights granted by a Lease of the land edged blue on the filed plan dated 12 February 1985 made between (1) BP Oil Limited and (2) Shell U.K. Limited:-

"The rights and easements described in the Second Schedule hereto.

.....
..

THE SECOND SCHEDULE hereinbefore referred to
(Easements and rights included in the demise)

C: Charges Register continued

To use in full free right and liberty in common with the Landlord at all times and from time to time in connection with the Tenant's use and enjoyment of the demised premises the roads and/or made up surfaces upon the Landlord's property at Kingsbury aforesaid for the purpose of access to and egress from the same and the right to connect into all main services (at the Tenant's own expense) for the purpose of and to enable the Tenant to carry on its business on the demised premises."

- 7 (05.10.1994) A Transfer of the land in this title dated 1 January 1994 made between (1) BP Oil UK Limited and (2) BP Oil UK Limited and Shell U.K. Limited contains restrictive covenants.

NOTE 1: The Conveyance dated 8 March 1967 referred to in clause 2(a) of the said Transfer contains no matters affecting the land in this title

NOTE 2: Original filed.

End of register

These are the notes referred to on the following official copy

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H.M. LAND REGISTRY

TITLE NUMBER

WK355176



ORDNANCE SURVEY
PLAN REFERENCE

SP 2296

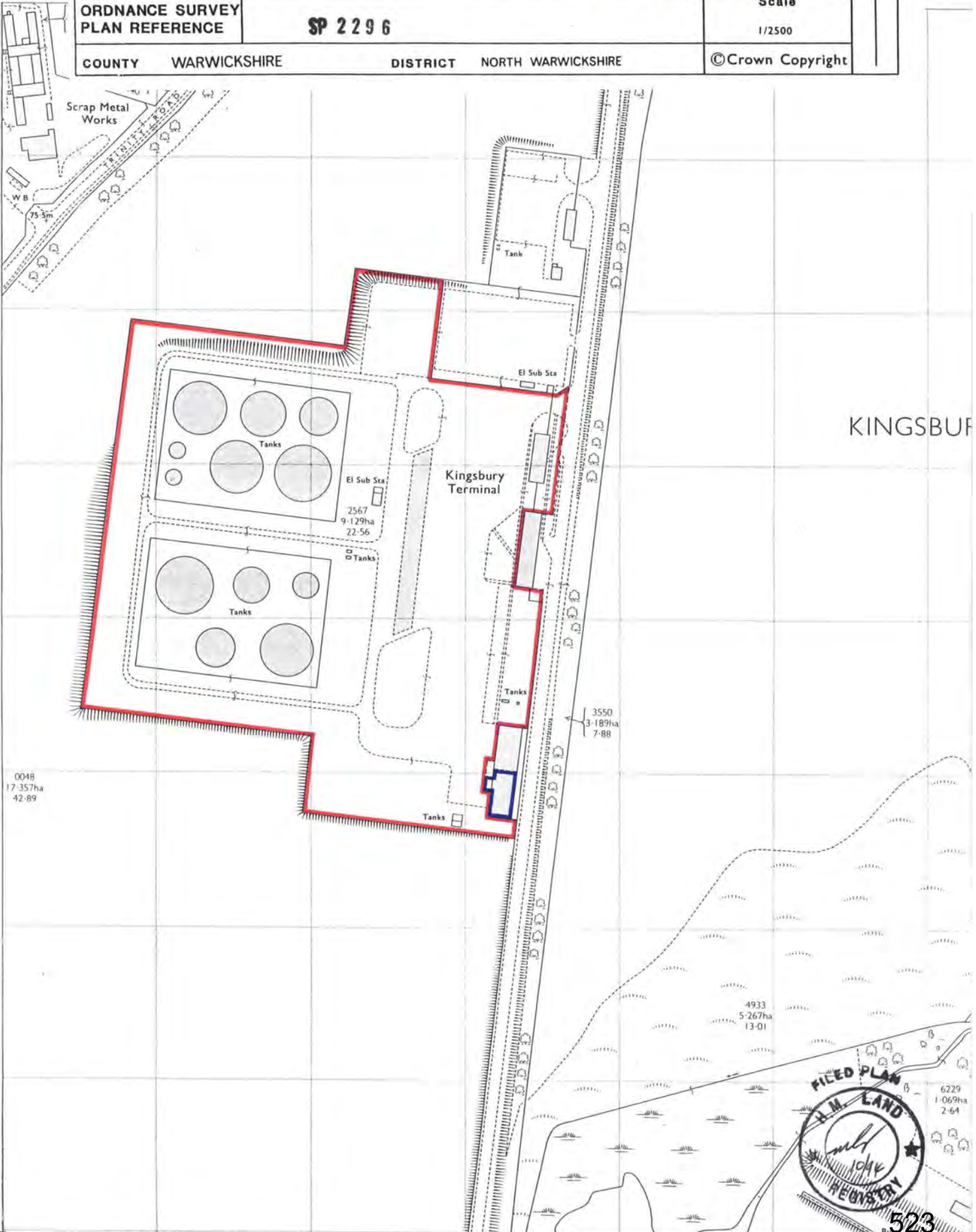
Scale

1/2500

COUNTY WARWICKSHIRE

DISTRICT NORTH WARWICKSHIRE

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0048
17-357ha
42-89

2567
9-129ha
22-56

3550
3-189ha
7-88

4933
5-267ha
13-01

6229
1-069ha
2-64



523

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Official copy of register of title

Title number WK457756

Edition date 11.03.2019

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- Issued on 01 Apr 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, Gloucester Office.

A: Property Register

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

WARWICKSHIRE : NORTH WARWICKSHIRE

- 1 (13.08.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land adjoining Kingsbury Oil Terminal, Piccadilly Way, Kingsbury.
- 2 (13.08.2010) The Transfer dated 3 August 2010 referred to in the charges register contains a provision as to light or air.
- 3 (11.03.2019) A Transfer of the land in this title and other land dated 1 February 2019 made between (1) Shell U.K. Limited and BP Oil UK Limited and (2) Shell U.K. Limited and Essar Midlands Limited contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

NOTE: Copy filed under WK355176.

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 (11.03.2019) PROPRIETOR: SHELL U.K. LIMITED (Co. Regn. No. 00140141) of Shell Centre, York Road, London SE1 7NA and ESSAR MIDLANDS LIMITED (Co. Regn. No. 11253987) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.
- 2 (13.08.2010) The price stated to have been paid on 3 August 2010 was £46,074 exclusive of VAT.
- 3 (13.08.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (11.03.2019) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register

Title number WK457756

B: Proprietorship Register continued

and of indemnity in respect thereof.

C: Charges Register

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

1 (13.08.2010) A Transfer of the land in this title dated 3 August 2010 made between (1) Shell UK Limited and (2) Shell UK Limited and BP Oil Limited contains restrictive covenants.

NOTE: Copy filed.

2 (13.08.2010) The land is subject to the rights reserved by the Transfer dated 3 August 2010 referred to above.

3 (13.08.2010) UNILATERAL NOTICE in respect of an Option Agreement dated 3 August 2010 made between (1) Shell UK Limited and BP Oil Limited and (2) Shell UK Limited.

NOTE: Copy filed.

4 (13.08.2010) BENEFICIARY: Shell UK Limited (Co. Regn. No. 140141) of Shell Centre, London SE1 7NA.

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.

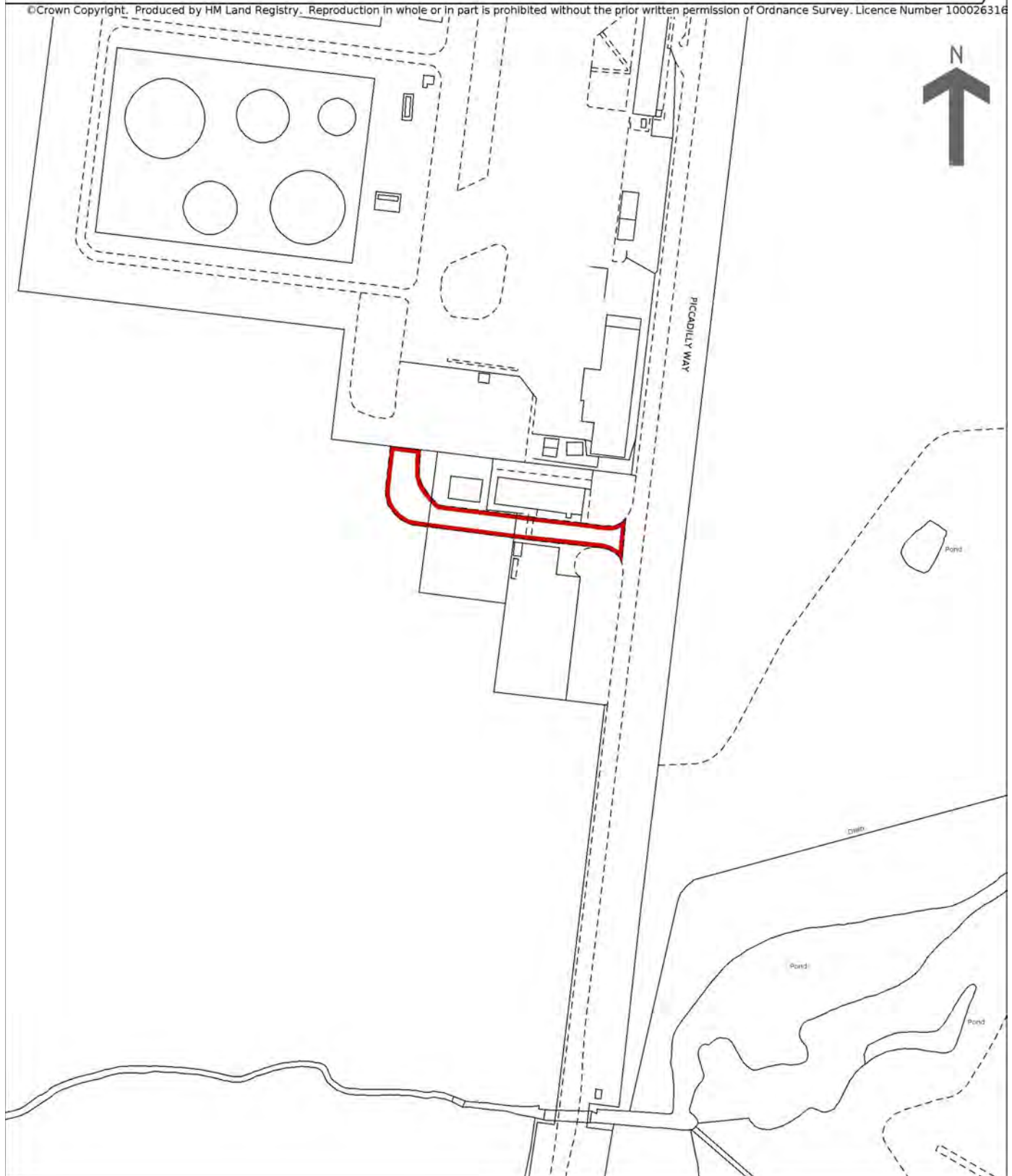
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Official copy of register of title

Title number WK459156

Edition date 11.03.2019

- This official copy shows the entries on the register of title on 04 APR 2022 at 15:28:43.
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- Issued on 04 Apr 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, Gloucester Office.

A: Property Register

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

WARWICKSHIRE : NORTH WARWICKSHIRE

- 1 (14.12.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the west of Piccadilly Way, Kingsbury, Tamworth.
- 2 (14.12.2010) The Transfer dated 3 August 2010 referred to in the Charges Register contains provisions as to light or air and other matters.
- 3 (11.03.2019) A Transfer of the land in this title and other land dated 1 February 2019 made between (1) Shell U.K. Limited and BP Oil UK Limited and (2) Shell U.K. Limited and Essar Midlands Limited contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

NOTE: Copy filed under WK355176.

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 (11.03.2019) PROPRIETOR: Shell U.K. Limited (Co. Regn. No. 00140141) of Shell Centre, York Road, London SE1 7NA and ESSAR MIDLANDS LIMITED (Co. Regn. No. 11253987) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.
- 2 (14.12.2010) The price stated to have been paid on 3 August 2010 was £225,644.
- 3 (14.12.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (11.03.2019) The Transfer to the proprietor contains a covenant to

B: Proprietorship Register continued

observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 (14.12.2010) A Transfer of the land in this title dated 3 August 2010 made between (1) BP Oil UK Limited and (2) Shell U.K. Limited and BP Oil UK Limited contains restrictive covenants.

NOTE: Copy filed.

- 2 (14.12.2010) The land is subject to the rights reserved by the Transfer dated 3 August 2010 referred to above.

- 3 (14.12.2010) Option to purchase in favour of Shell U.K. contained in a Agreement dated 3 August 2010 made between (1) Shell U.K. Limited and BP Oil UK Limited and (2) Shell U.K. Limited upon the terms therein mentioned.

NOTE: Copy filed.

End of register

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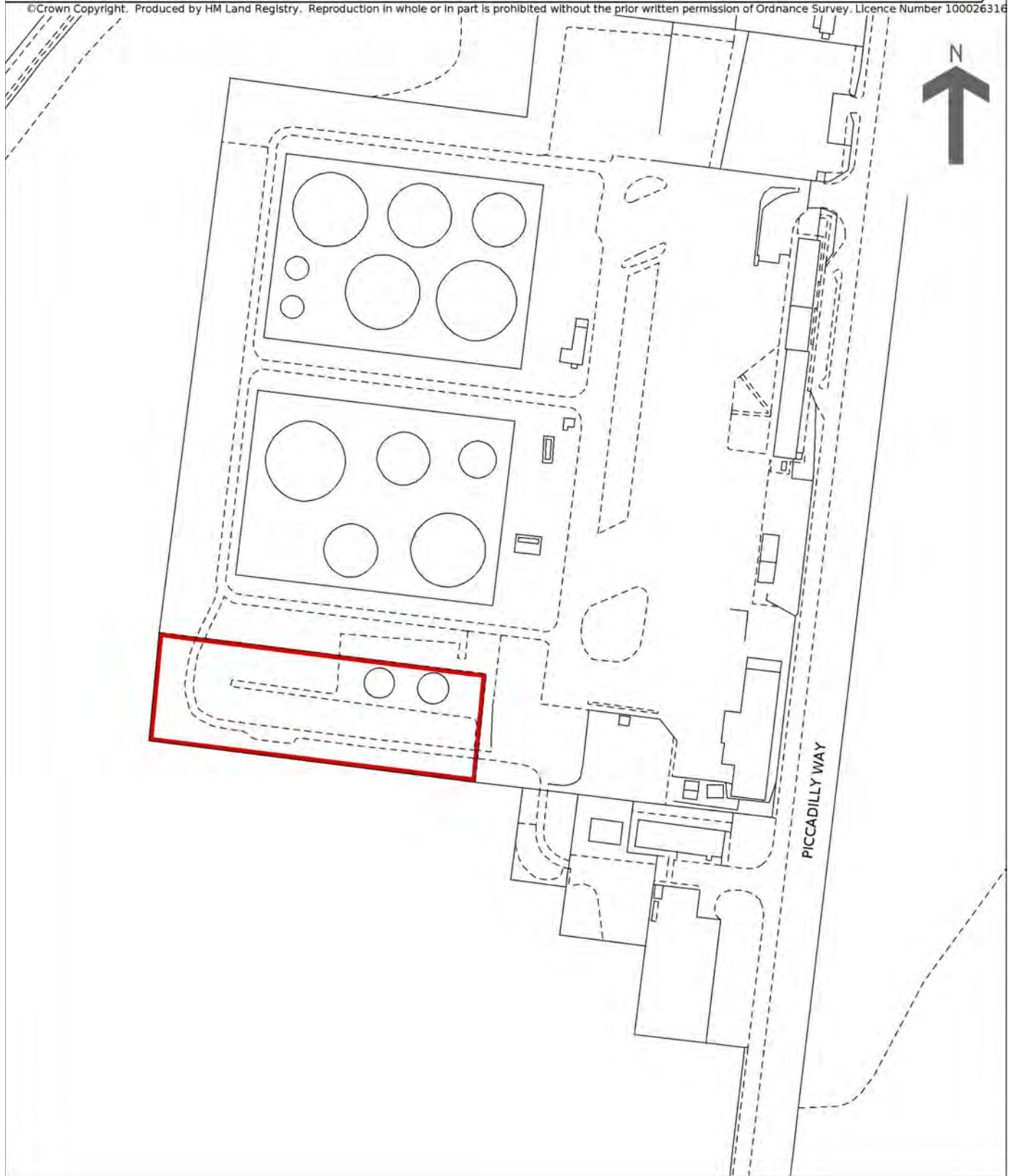
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Official copy of register of title

Title number WK490322

Edition date 11.03.2019

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- Issued on 01 Apr 2022.
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- 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.

WARWICKSHIRE : NORTH WARWICKSHIRE

- 1 (10.05.2017) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Kingsbury Terminal, Piccadilly Way, Kingsbury, Tamworth (B78 2HA).
- 2 (11.03.2019) A Transfer of the land in this title dated 1 February 2019 made between (1) BP Oil UK Limited (Transferor) and (2) Essar Midlands Limited (Transferee) contains the following provision:-

"The Transferee does not acquire any right to light or air over any neighbouring land of the Transferor"

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 (11.03.2019) PROPRIETOR: ESSAR MIDLANDS LIMITED (Co. Regn. No. 11253987) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.
- 2 (11.03.2019) The price stated to have been paid on 1 February 2019 was £1.
- 3 (11.03.2019) The Transfer to the proprietor contains a covenant to observe and perform the covenants so far as they relate to the property and of indemnity in respect thereof.

C: Charges Register

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

- 1 (10.05.2017) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 13 February

C: Charges Register continued

1981 made between (1) Shell-Mex and B.P.Limited (2) BP Marketing Limited (3) Shell Marketing Limited (4) BP Oil Limited and (5) Shell U.K. Limited:-

"SUBJECT to all covenants exceptions reservations easements and other matters now affecting the said property"

2 (10.05.2017) 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.

3 (10.05.2017) By a Deed dated 15 August 1984 made between (1) B P Oil Limited and (2) United Kingdom Oil Pipelines Limited the terms of the lease dated 15 August 1984 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under WK286336.

4 (10.05.2017) The parts of the land thereby affected are subject to the rights granted by a Lease of an Electricity Sub-station dated 11 August 2003 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

NOTE: Copy lease filed under WK452346.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	10.05.2017 Edged and numbered 2 in blue	Electricity Sub-station	11.08.2003 15 years from 11.08.2003	WK452346
	NOTE: See entry in the Charges Register relating to the rights granted by this lease.			
2	10.05.2017 Edged and numbered 1 in blue	Underground pipeline	15.08.1984 999 years from 01.01.1982	WK286336
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 15 August 1984.			

End of register

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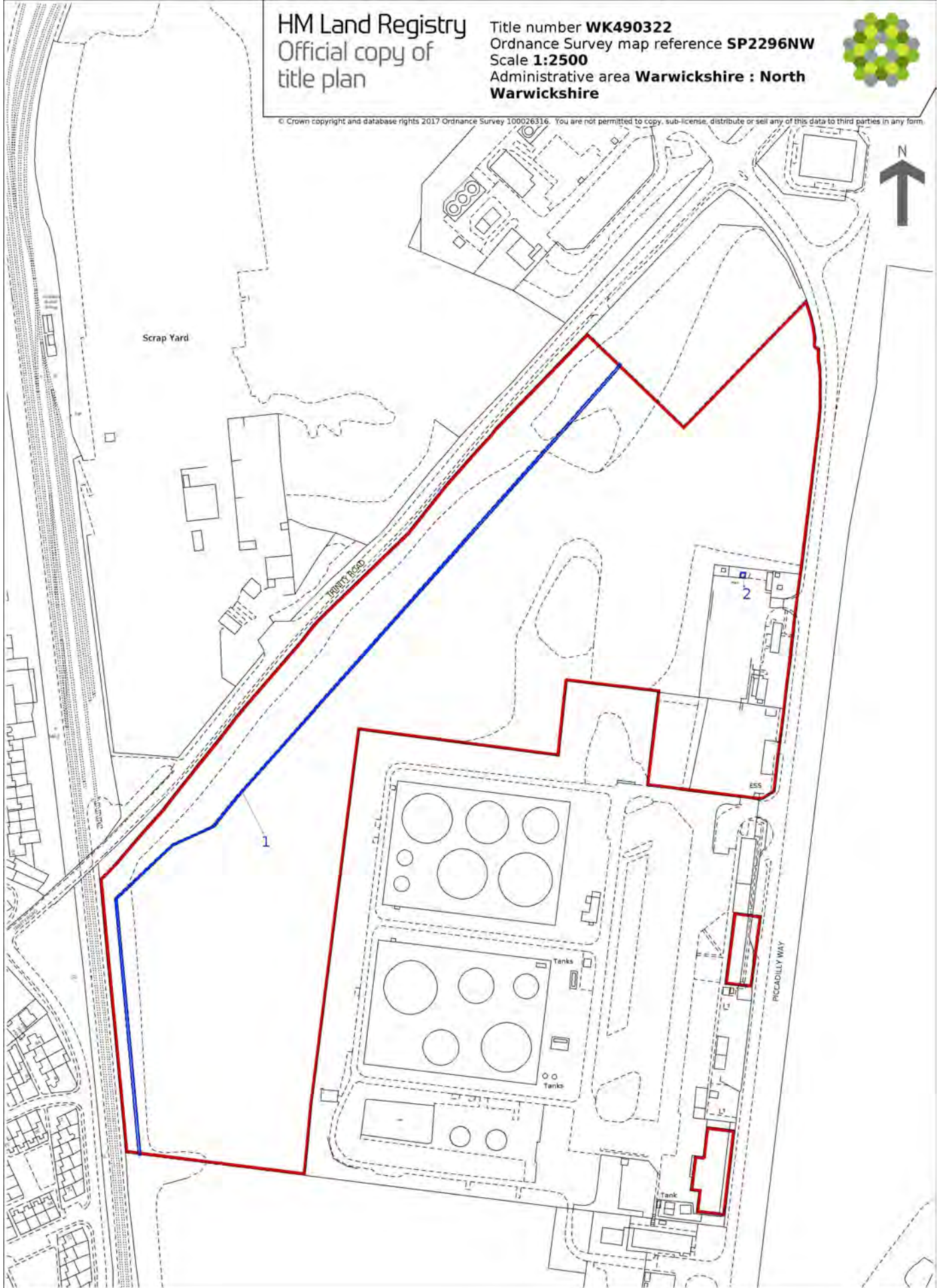
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Official copy of register of title

Title number NN7389

Edition date 27.05.2021

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

A: Property Register

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

WEST NORTHAMPTONSHIRE

- 1 (05.05.1965) 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 east of St James Mill Road, Northampton.
- 2 (16.12.1994) 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.
- 3 (11.03.2019) A Transfer of the land in this title dated 1 February 2019 made between (1) BP OIL UK LIMITED and (2) Infranorth Limited contains a provision as to light or air.

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 (11.03.2019) PROPRIETOR: INFRANORTH LIMITED (Co. Regn. No. 11253606) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.
- 2 (11.03.2019) The price stated to have been paid on 1 February 2019 for the land in this title and in NN10680 and NN348605 was £1.

C: Charges Register

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

- 1 (01.12.1992) By a Deed dated 26 November 1992 made between (1) Northampton Borough Council and (2) BP Oil UK Limited the covenant referred to in paragraph (iii) of the Transfer dated 8 November 1967 referred to above was expressed to be released.

Title number NN7389

End of register

These are the notes referred to on the following official copy

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Filed Plan of Title No. NN 738 9

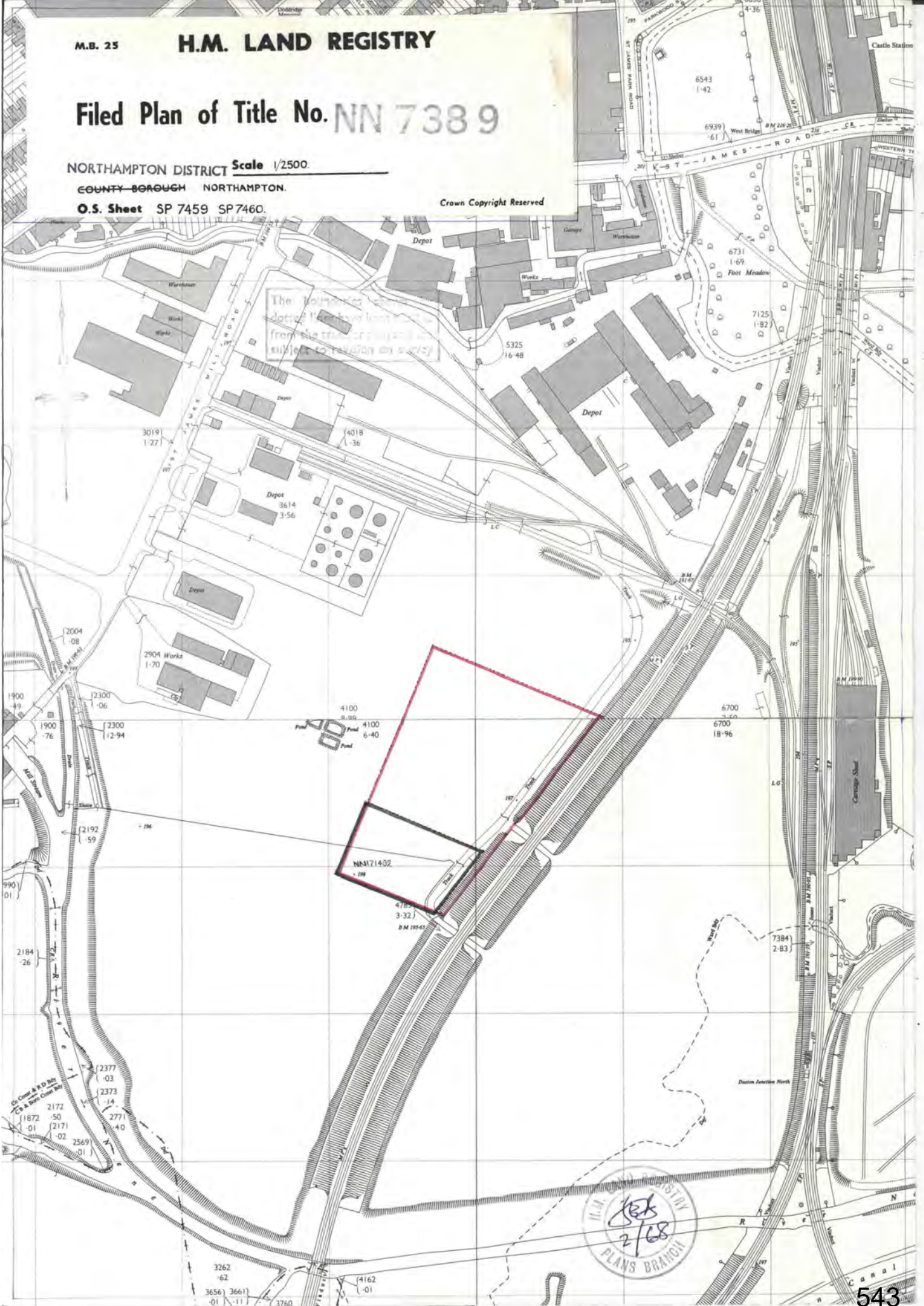
NORTHAMPTON DISTRICT Scale 1/2500.

COUNTY-BOROUGH NORTHAMPTON.

O.S. Sheet SP 7459 SP7460.

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The boundaries shown here are based on the plan filed from the transfer and are subject to revision on survey



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Official copy of register of title

Title number NN10680

Edition date 26.05.2021

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

A: Property Register

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

WEST NORTHAMPTONSHIRE

- 1 (05.05.1965) 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 St James Mill Road, Northampton.
- 2 (11.03.2019) A Transfer dated 1 February 2019 made between BP OIL UK LIMITED and Infranorth Limited contains a provision as to light or air.

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 (11.03.2019) PROPRIETOR: INFRANORTH LIMITED (Co. Regn. No. 11253606) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB.
- 2 A Transfer dated 27 January 1969 made between (1) The Mayor Aldermen And Burgesses Of The County Of Northampton (Transferor) and (2) Shell-Mex And B.P. Limited (Transferee) contains personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.
- 3 (11.03.2019) The price stated to have been paid on 1 February 2019 for the land in this title and in NN7389 and NN348605 was £1.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 27 January 1967 referred to in the Proprietorship

Title number NN10680

Schedule of personal covenants continued

Register:-

"THE TRANSFEREE hereby covenants with the Transferor in pursuance of section 44 of the Northampton Corporation Act 1943 to forthwith erect and at all times thereafter to maintain a chain link fence six feet in height supported on concrete posts along the northern boundary of the land hereby transferred"

End of register

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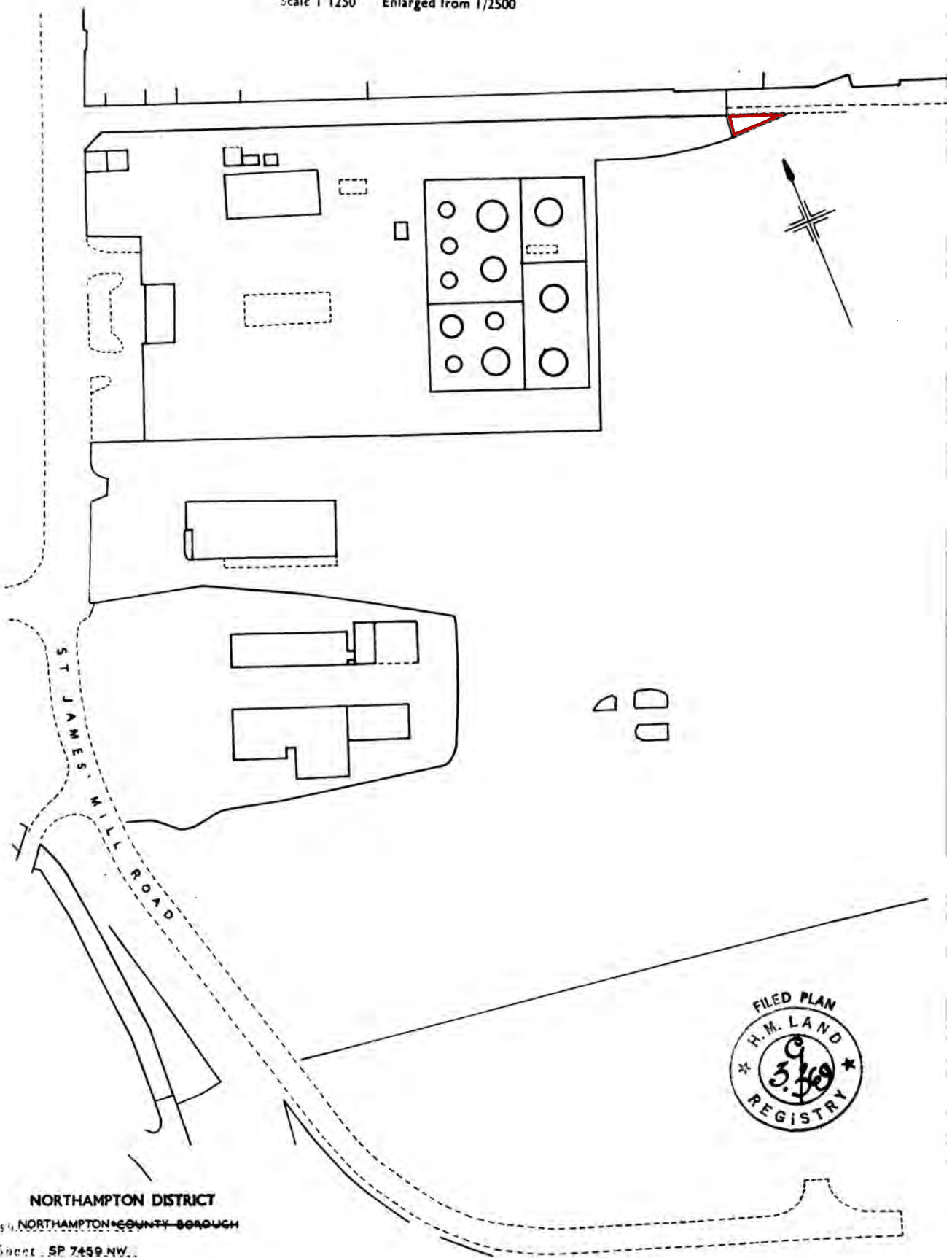
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H. M. LAND REGISTRY

Scale 1/1250 Enlarged from 1/2500



NORTHAMPTON DISTRICT

Parish ~~NORTHAMPTON COUNTY BOROUGH~~

O.S. Sheet SP 7459 NW.

N.B. EP

TITLE No. NN 10680

548

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Official copy of register of title

Title number NN348605

Edition date 27.05.2021

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- Issued on 01 Apr 2022.
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- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

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

WEST NORTHAMPTONSHIRE

- 1 (08.05.2017) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 25 St James Mill Road, Northampton (NN5 5JN).
- 2 (11.03.2019) A Transfer of the land in this title dated 1 February 2019 made between (1) Bp Oil Uk Limited and (2) Infranorth Limited contains a provision as to light or air.

NOTE:-: No copy of the Transfer referred to is held by HM Land Registry.

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 (11.03.2019) PROPRIETOR: INFRANORTH LIMITED (Co. Regn. No. 11253606) of The Administration Building, 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire CH65 4HB.
- 2 (11.03.2019) The price stated to have been paid on 1 February 2019 for the land in this title and in NN7389 and NN10680 was £1.
- 3 (11.03.2019) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the leases referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
- 4 (11.03.2019) A Conveyance dated 3 December 1958 made between (1) The Mayor Aldermen and Burgesses of the Borough Of Northampton and (2) Shell-Mex and B. P. Limited contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect

B: Proprietorship Register continued

thereof.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 3 December 1958 referred to in the Proprietorship Register:-

"The Purchaser hereby covenants with the Vendors to erect and at all times hereafter to maintain to the satisfaction of the Vendors or the Borough Engineer for the time being of the Vendors good and substantial fences on the Northern Eastern and Southern boundaries of the land hereby conveyed"

C: Charges Register

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

- 1 (08.05.2017) The land is subject to the following rights granted by a Deed dated 3 December 1958 made between (1) The Mayor Aldermen And Burgesses Of The Borough Of Northampton (Vendor) and (2) Shell-Mex And B. P. Limited (Purchaser):-

"The Purchasers granted to the Vendors certain rights and liberties in connection with the laying and maintaining of a railway line over and along the strip of land coloured yellow on the plan to the Conveyance dated 3 December 1958 such rights and liberties being granted to the Vendors in fee simple.

NOTE 1:- Neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

NOTE 2:- Copy plan filed.

- 2 (08.05.2017) The land is subject to the following rights mentioned in a Conveyance of the land tinted pink on the title plan dated 3 December 1958 made between (1) The Mayor Aldermen and Burgesses of the Borough Of Northampton and (2) Shell-Mex and B. P. Limited:-

"Subject to right of way created or implied in a Conveyance dated 3 September 1930 and made between (1) Alfred Dickens and Others and (2) The Midland Glue Company Limited as far as the same is still subsisting and affects the property hereby conveyed".

NOTE: Neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

- 3 (08.05.2017) 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.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	08.05.2017	subterranean strip of land	07.03.1968 999 years from 01.01.1959	
2	23.04.1970 solid blue line	strip of land 19 inches wide and depth 30 feet but excluding the top 2 feet and 6 inches thereof.	01.01.1965 999 years from 01.01.1965	NN14682
3	19.06.1970 edged and numbered 1 in	land lying to the south of St James Road	08.06.1970 99 years from 01.01.1965	NN15365

Title number NN348605

Schedule of notices of leases continued

Registration date and plan ref. blue	Property description	Date of lease and term	Lessee's title
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End of register

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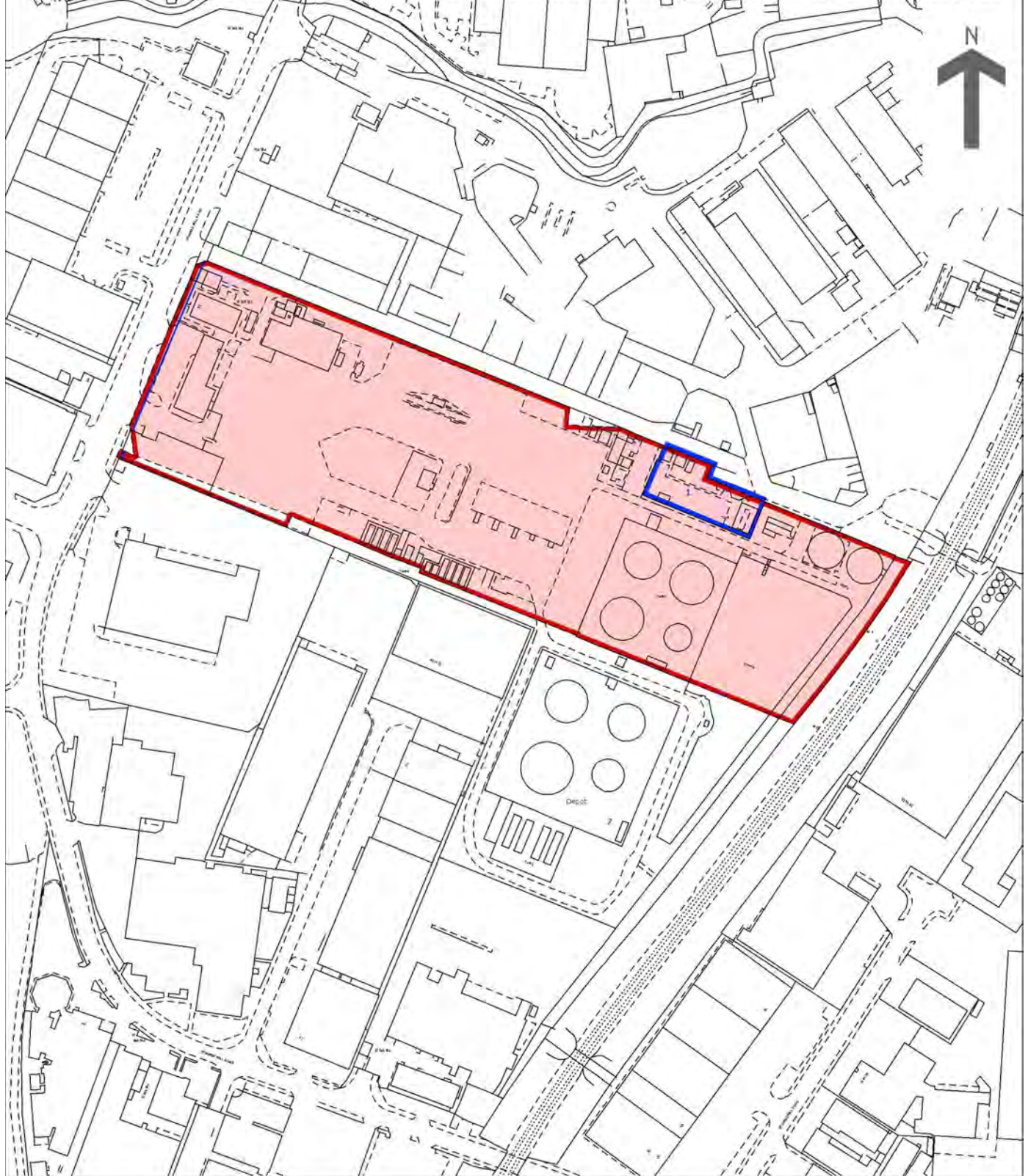
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Official copy of register of title

Title number NN15365

Edition date 26.05.2021

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- This title is dealt with by HM Land Registry, Leicester 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.

WEST NORTHAMPTONSHIRE

- 1 (19.06.1970) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the South of St James Road, Northampton.
- 2 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 - Date : 8 June 1970
 - Term : 99 years from 1 January 1965
 - Rent : As therein mentioned
 - Parties : (1) Shell-Mex and B P Limited
 - (2) United Kingdom Oil Pipelines Limited
- 3 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.
- 4 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.

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 good leasehold

- 1 (19.06.1970) PROPRIETOR: UNITED KINGDOM OIL PIPELINES LIMITED of 3 Savoy Place, Victoria Embankment, London WC2.
- 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

Title number NN15365

B: Proprietorship Register continued

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.

End of register

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H.M. LAND REGISTRY

TITLE NUMBER
NN 15365

Castle Station

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY
NORTHAMPTONSHIRE

SHEET

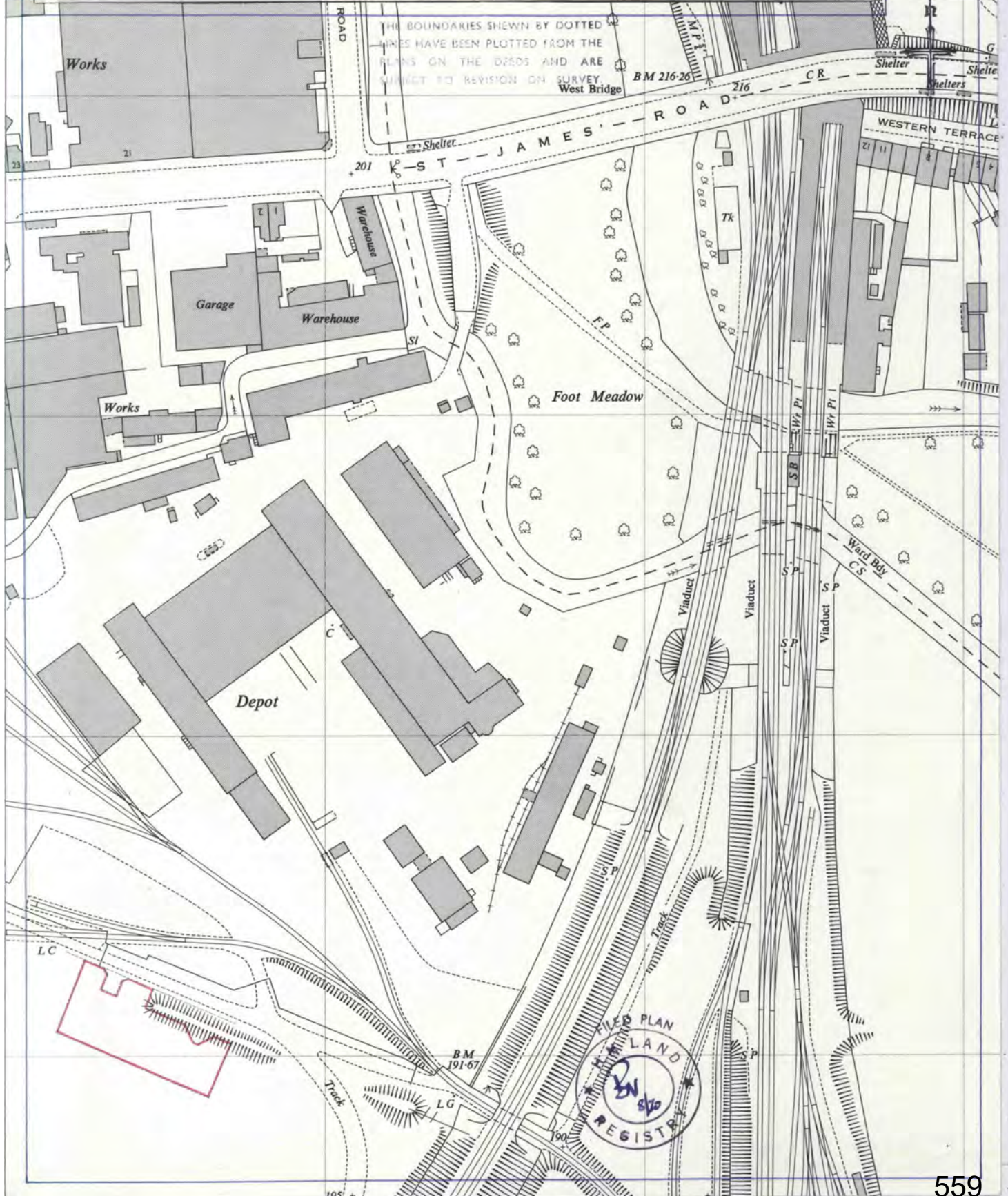
NATIONAL GRID

SP 7460 SE

Scale: 1/1250

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THE BOUNDARIES SHOWN BY DOTTED LINES HAVE BEEN PLOTTED FROM THE PLANS ON THE OS2005 AND ARE SUBJECT TO REVISION ON SURVEY



The electronic official copy of the register follows this message.

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Official copy of register of title

Title number NN14682

Edition date 26.05.2021

- This official copy shows the entries on the register of title on 04 APR 2022 at 15:55:55.
- 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 Apr 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, Leicester 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.

WEST NORTHAMPTONSHIRE

- 1 (23.04.1970) The Leasehold land shown with a red line between the points A-B on the plan of the above title filed at the Registry being a strip of land of width 18 inches and depth 30 feet but excluding the top 2 feet 6 inches thereof.
- 2 The mines and minerals excepted by the Lease are excluded from this registration.
- 3 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 - Date : 29 October 1969
 - Term : 999 years from 1 January 1965
 - Rent : As therein mentioned
 - Parties : (1) Shell-Mex and B P Limited
 - (2) United Kingdom Oil Pipelines Limited
- 4 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.

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 good leasehold

- 1 (23.04.1970) PROPRIETOR: UNITED KINGDOM OIL PIPELINES LIMITED of 3 Savoy Place, Victoria Embankment, London WC2.
- 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

Title number NN14682

B: Proprietorship Register continued

furnished that such charge does not contravene any of the provisions of the memorandum and articles of association of the said proprietor.

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 HM Land Registry.

This official copy is issued on 04 April 2022 shows the state of this title plan on 04 April 2022 at 15:55:55. 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, Leicester Office .

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M.B. 25A

H.M. LAND REGISTRY

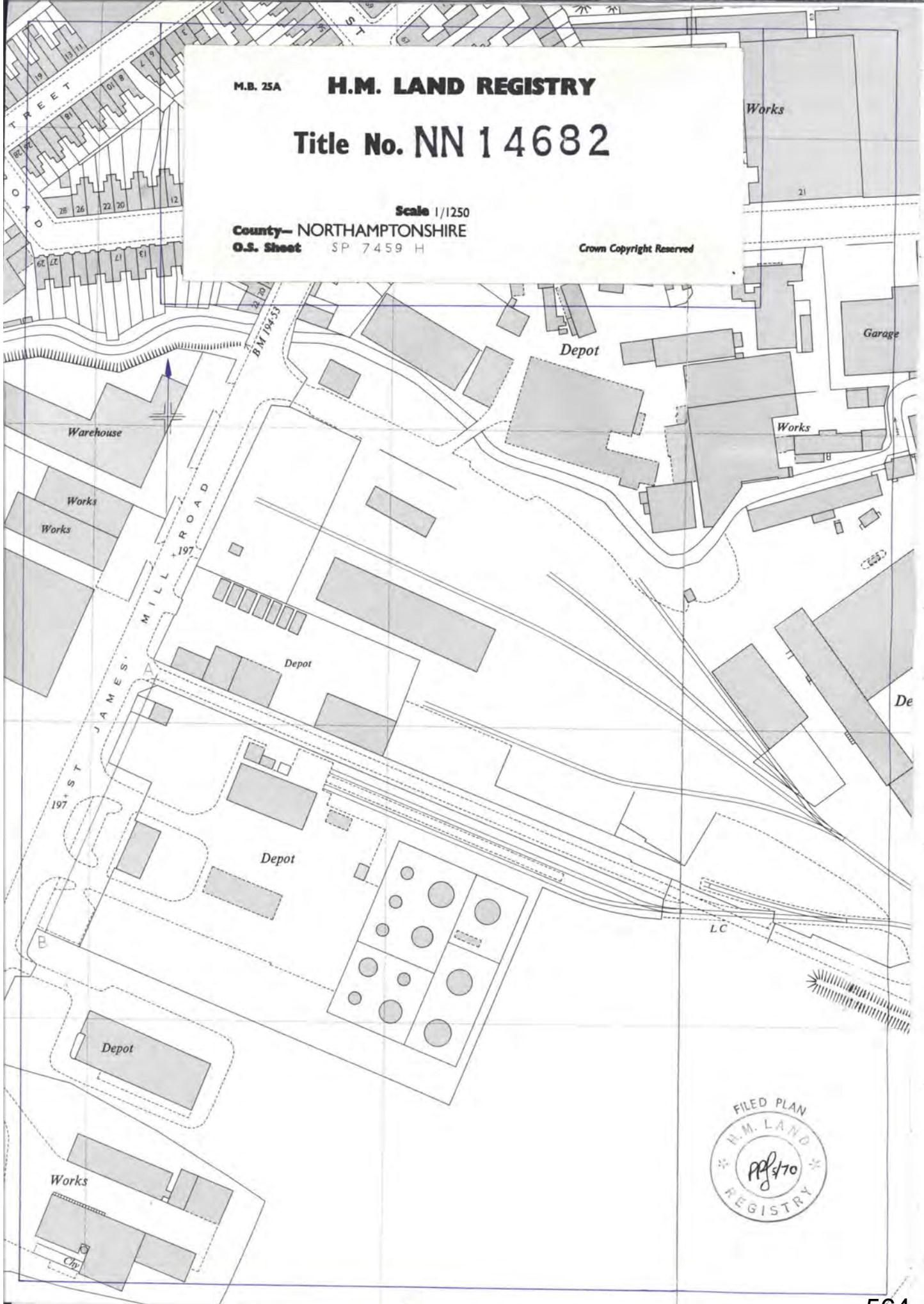
Title No. NN 14682

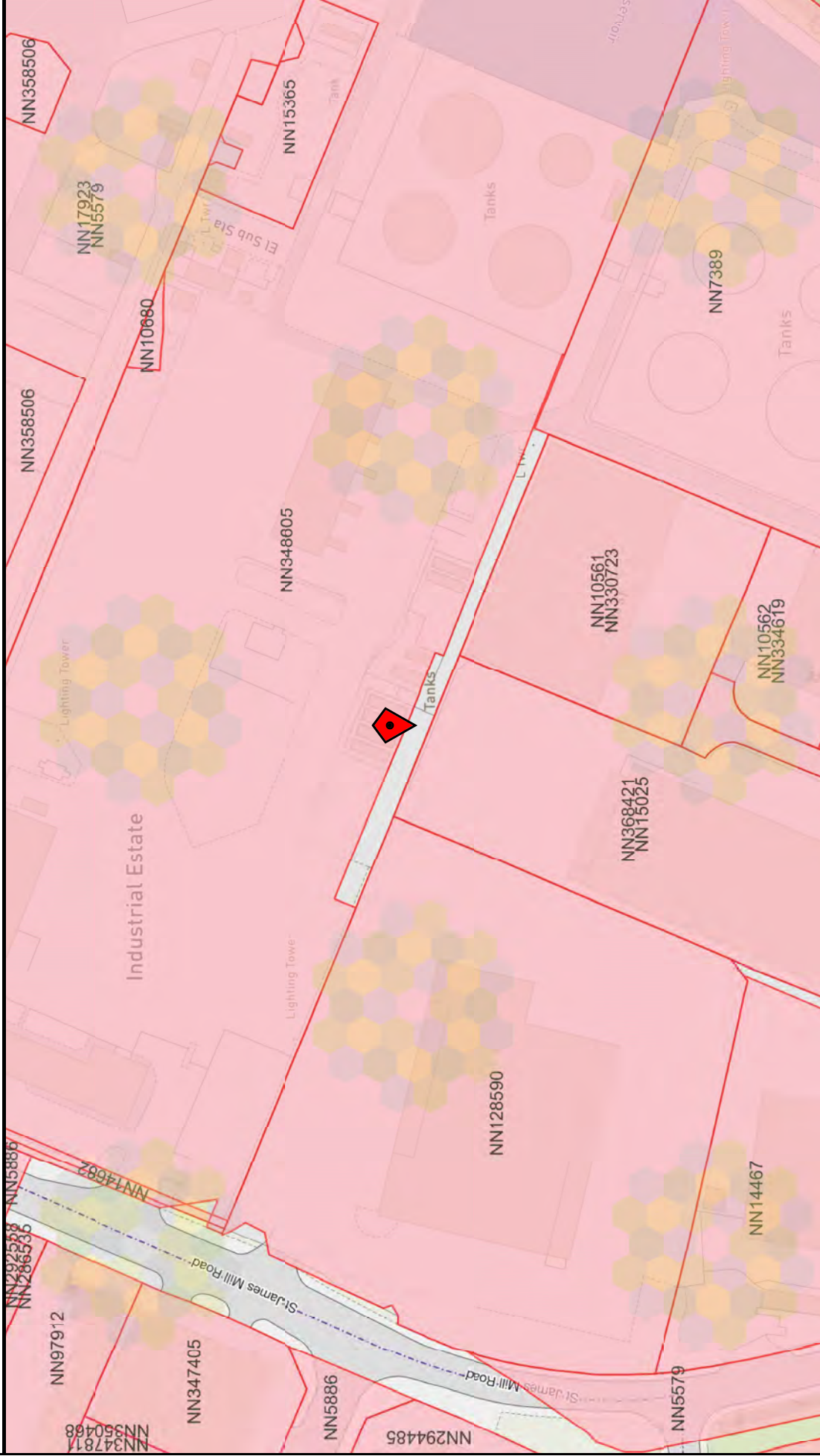
Scale 1/1250

County— NORTHAMPTONSHIRE

O.S. Sheet SP 7459 H

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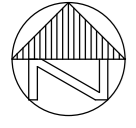


Map scale 1:1250

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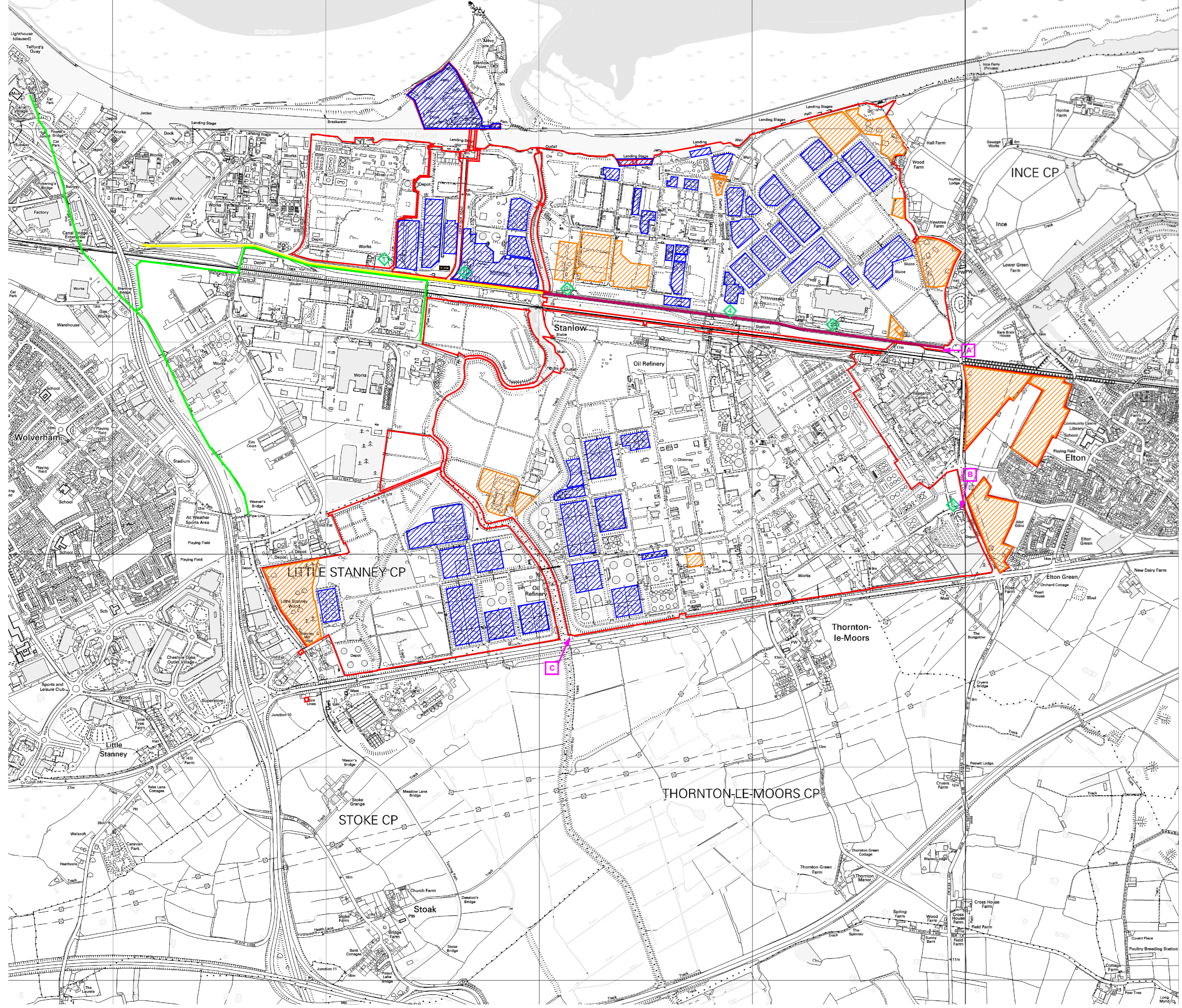
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 Data last updated 10:00pm 01 APRIL, 2022

Title number	Estate information	Address
No registrations found		

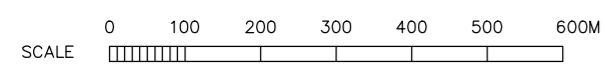


ELLESMERE PORT

ORDNANCE SURVEY MAPS WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICES, © CROWN COPYRIGHT. ORDNANCE SURVEY MAP SHEETS SJ47NW, NE, SE & SW HAVE BEEN USED TO CREATE THIS DRAWING



- KEY**
- Oil Sites Road - Essar Owned
 - Oil Sites Road - Peel Owned (Scale Approx)
 - Extent of Essar Freehold & Leasehold Interests
 - Public rights of way
 - Essar land leased to Stanlow Terminals Limited
 - Essar land leased to Third Parties
 - ◆ Stanlow Refinery Gates
 - ← A Stanlow Refinery Road Access Point

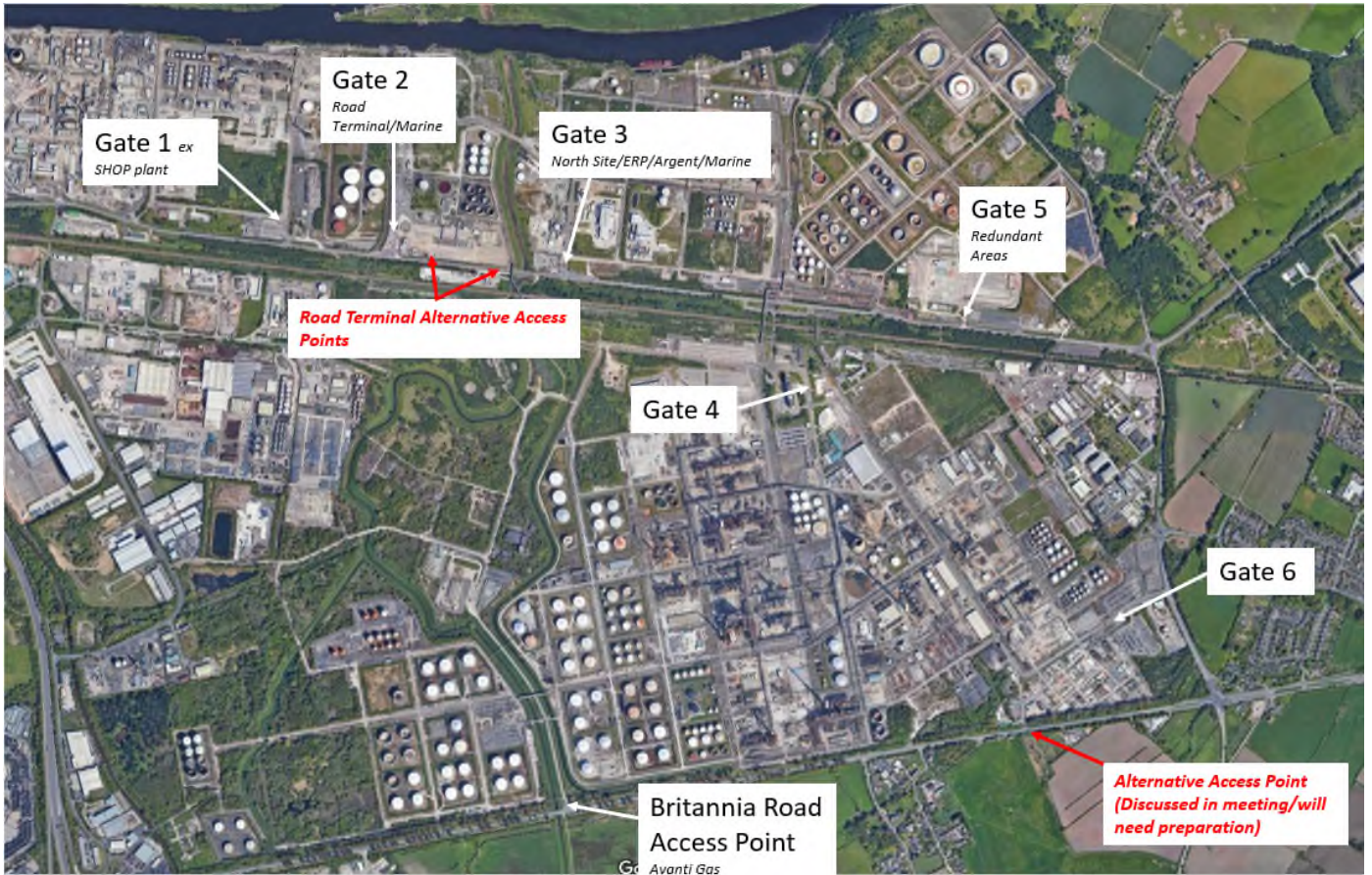


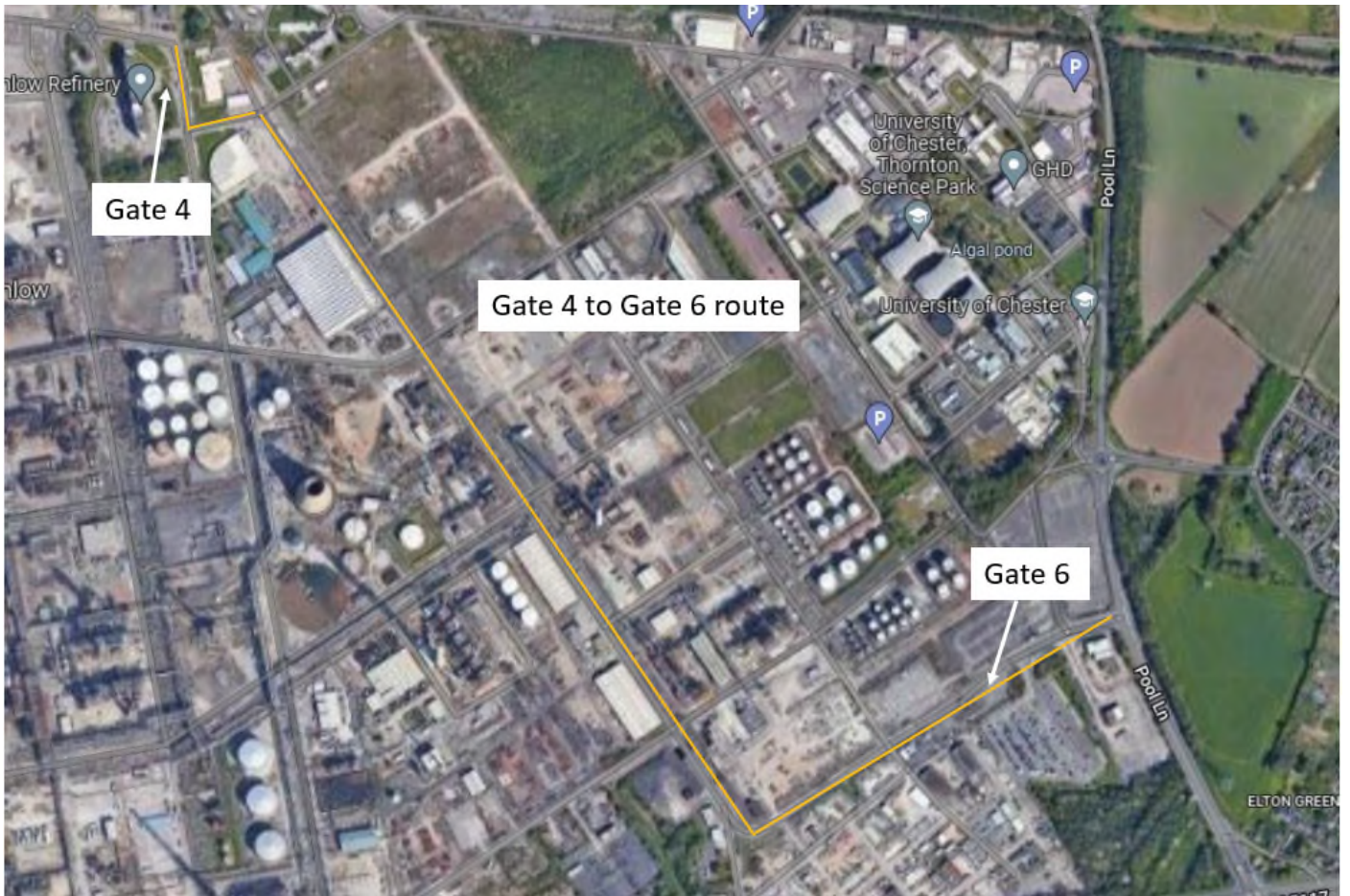
Title: STANLOW PLAN
Drawing No. 00878835 Revision 0
Issue Date: April 2022
Drawn: Allister Clark

Stanlow Oil Refinery
Stanlow Manufacturing Complex, Ellesmere Port CH65 4HB



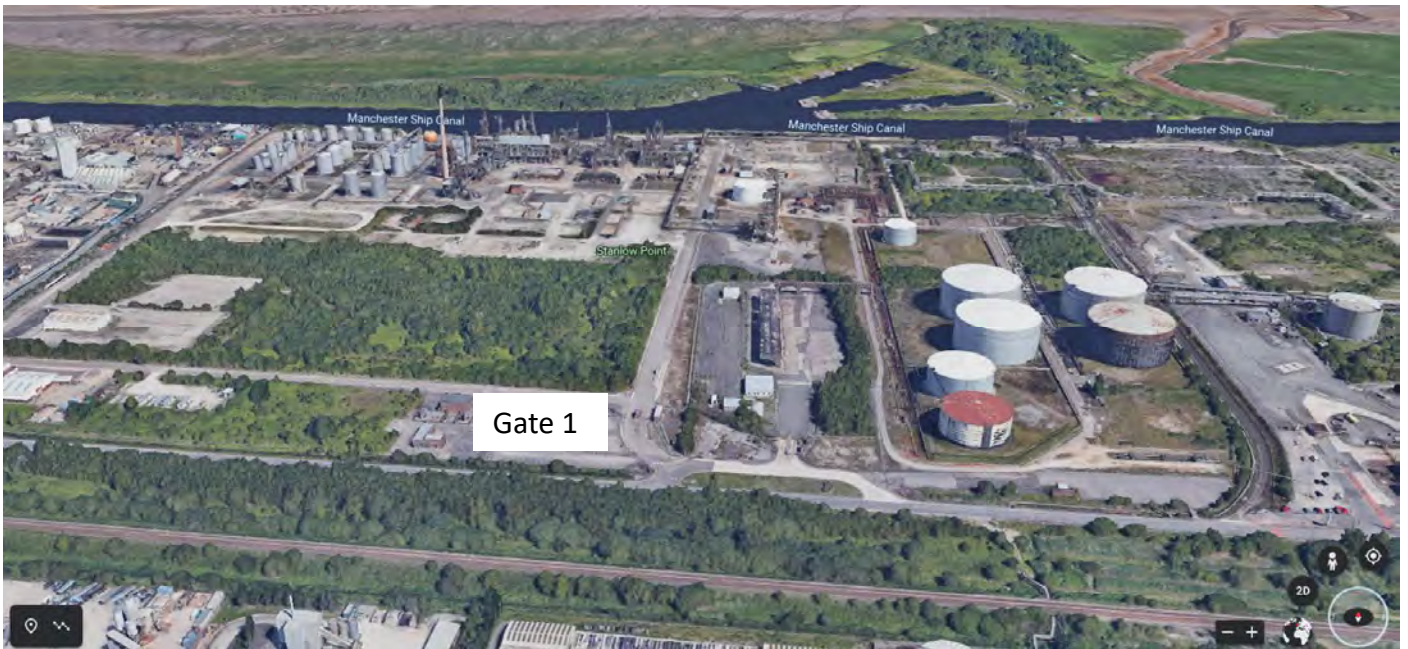


















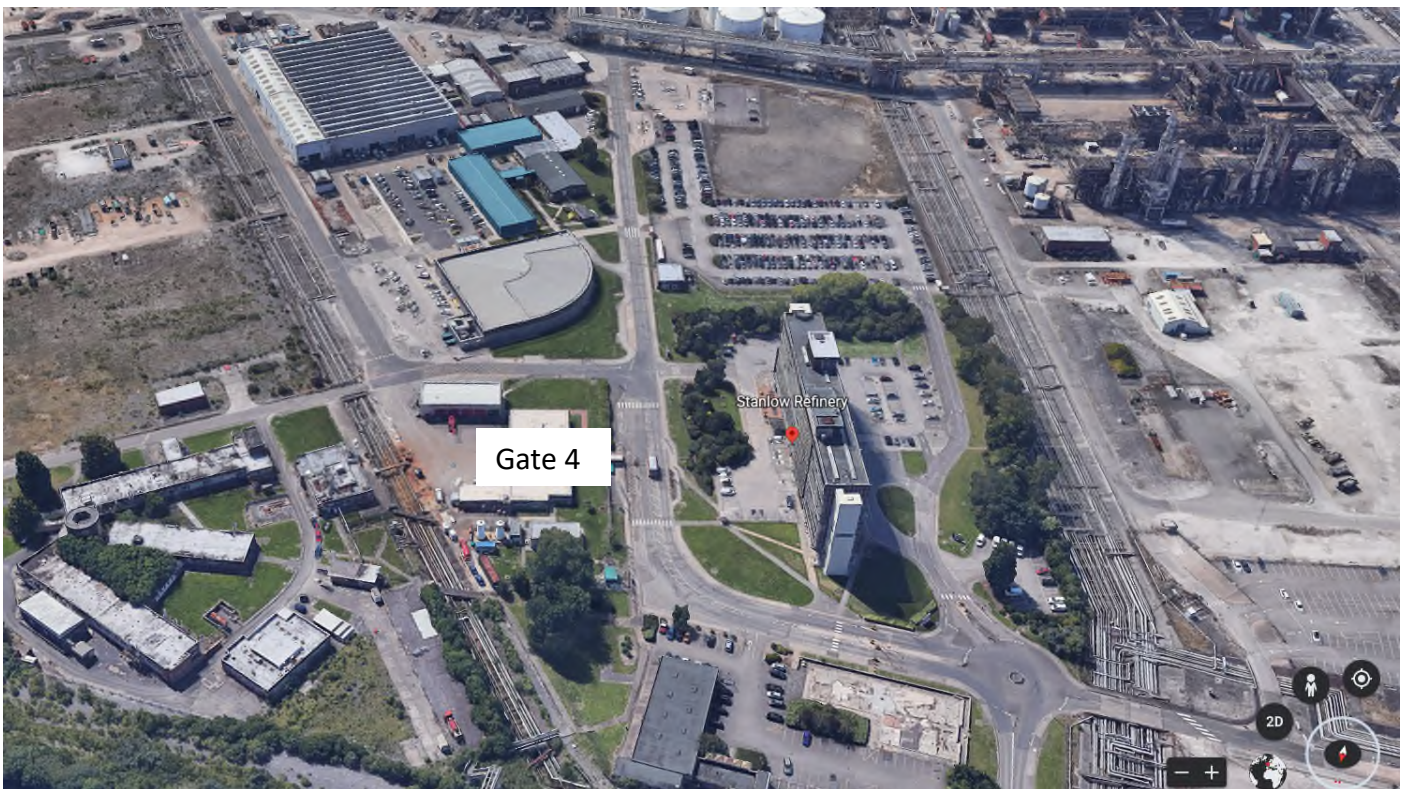




Gate 3



Gate 3











Gate 5



Gate 5







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Official copy of register of title

Title number CH551499

Edition date 28.05.2021

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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Apr 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, Birkenhead Office.

A: Property Register

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

CHESHIRE WEST AND CHESTER

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Oil Sites Road, Ellesmere Port.
- 2 The mines and minerals are excepted.
- 3 (04.08.2006) The land has the benefit of the rights granted by a Transfer which included the land tinted pink and blue on the title plan dated 17 January 2006 made between (1) The Manchester Ship Canal Company and (2) Peel Ports Land and Property Investments Limited.

NOTE: Copy filed.

- 4 (04.08.2006) The Transfer dated 17 January 2006 referred to above contains a provision excluding the operation of Section 62 of the Law of Property Act 1925.
- 5 (12.10.2012) The land tinted pink and blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of land at Bridges Road and on the north side thereof dated 1 July 1985 made between (1)The Manchester Ship Canal Company and (2)Burmah Oil Trading Limited.

By a Deed dated 8 March 1988 made between (1)The Manchester Ship Canal Company (2)Burmah Oil Trading Limited and (3)Ellesmere Port and Neston Borough Council, the provisions of the Conveyance were altered as therein mentioned.

NOTE 1: Copy Conveyance dated 1 July 1985 filed under CH533564.

-NOTE 2: Copy Deed dated 8 March 1988 filed under CH533564.

- 6 (22.10.2012) The land has the benefit of the rights granted by a Deed of Grant dated 28 December 1923 made between (1)The London Midland and Scottish Railway Company and The Great Western Railway Company and (2)The Manchester Ship Canal Company.

NOTE: Copy filed under CH533564.

- 7 (25.01.2013) The land tinted pink and blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted

A: Property Register continued

by a Transfer of land lying to the south of the land in this title dated 30 November 2012 made between (1) Peel Land and Property (Ports) Limited and (2) Velep LLP.

NOTE:-Copy filed under CH616283.

8 (23.06.2014) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

9 The land edged and numbered 4 and 5 in blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land on the north side of Bridges Road dated 24 March 2004 made between (1) The Manchester Ship Canal Company and (2) Formula International Limited.

NOTE: Copy filed under CH519619.

10 (22.09.2017) 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.

11 (22.09.2017) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered CH662921 in green on the title plan dated 21 November 2012 made between (1) Peel Land and Property (Ports) Limited and (2) Oil Sites Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under CH662921.

12 (28.05.2021) By a Deed of Variation dated 1 July 1985 made between (1) The Manchester Ship Canal Company and (2) Burmah Oil Trading Limited the provisions of the several deeds referred to in the Conveyance dated 1 July 1985 referred to above were varied as therein mentioned so far as they affect.

NOTE: Copy filed under CH533564.

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: PEEL L&P (PORTS) LIMITED (Co. Regn. No. 5892787) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.

2 (04.08.2006) The price stated to have been paid on 17 January 2006 was £775,000.

3 (26.10.2006) A Transfer of the land tinted pink and blue on the title plan dated 1 September 2006 made between (1) Peel Ports Land and Property Investments Limited and (2) Peel Land and Property (Ports) Limited contains transferees personal covenants.

NOTE: Copy filed.

C: Charges Register

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

1 (23.03.2005) A Conveyance of the land edged and numbered 1, 4 and 5 in blue on the title plan and other land dated 17 July 1919 made between (1) The Dean and Chapter of the Cathedral Church of Christ and the Blessed Virgin Mary in Chester (Dean and Chapter) (2) The Ecclesiastical Commissioners for England (Commissioners) and (3) The Manchester Ship Canal Company (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

- 2 (23.03.2005) The parts of the land affected thereby are subject to the rights granted by a Conveyance of land on the east side of Corridor Road dated 22 September 1920 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)The British Mexican Petroleum Company Limited.
- By an Agreement and Release dated 28 December 1923 made between (1)The Manchester Ship Canal Company and (2)Shell-Mex Limited, the provisions of the Conveyance were altered as therein mentioned.
- By an Agreement dated 17 June 1929 made between (1)The Manchester Ship Canal Company (2)Williams Deacon's Bank Limited and (3)Shell-Mex Limited, the provisions of the Conveyance were further altered as therein mentioned.
- NOTE 1: Copy Conveyance and copy Agreement filed under CH483757*
- NOTE 2: Copy Agreement and Release filed under CH533564.
- 3 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 12 July 1929 made between (1)The Manchester Ship Canal Company and (2)The Mersey Power Company Limited.
- NOTE: Copy filed under CH533564.*
- 4 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 12 February 1930 made between (1)The Manchester Ship Canal Company and (2)The British Mexican Petroleum Company Limited.
- NOTE: Copy filed under CH533564.*
- 5 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 21 August 1930 made between (1) The Manchester Ship Canal Company (2) Anglo-American Oil Company Limited and (3) The British Mexican Petroleum Company Limited.
- NOTE: Copy filed under CH533564.*
- 6 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 2 November 1931 made between (1)The Manchester Ship Canal Company and (2) The Mersey Power Company Limited.
- NOTE: Copy filed under CH533564.*
- 7 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 23 November 1933 made between (1)The Manchester Ship Canal Company and (2)Anglo-American Oil Company Limited.
- NOTE: Copy filed under CH533564.*
- 8 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 30 December 1933 made between (1)The Manchester Ship Canal Company and (2)The Urban District Council of Ellesmere Port.
- NOTE: Copy filed under CH533564.*
- 9 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 30 September 1938 made between (1)The Manchester Ship Canal Company and (2)Anglo-American Oil Company Limited which is supplemental to the Deed dated 23 November 1933, made by the same parties, referred to above.
- NOTE: Copy filed under CH533564.*
- 10 (23.03.2005) An Agreement dated 21 November 1942 made between (1)The Manchester Ship Canal Company and (2) Shell Refining and Marketing Company Limited relates to the user of Oil Sites Road.
- By a Transfer dated 6 October 1982 made between (1) The Manchester Ship Canal Company and (2) Shell U.K. Limited, rights of passage over Oil Sites Road were excepted and reserved in favour of The Manchester Ship

C: Charges Register continued

Canal Company as therein mentioned.

By a Supplemental Agreement dated 20 November 1992 made between (1)The Manchester Ship Canal Company and (2)Shell U.K. Limited the provisions of the Agreement dated 21 November 1942 were altered as therein mentioned.

By a Deed of Release and Confirmation dated 31 July 2011 made between (1) Shell U.K. Limited (2) Shell Chemicals U.K. Limited (3) Peel Land and Property (Ports) Limited and (4) The Manchester Ship Canal Company Limited the terms and conditions of the Agreement dated 21 November 1942 referred to above were altered as therein mentioned.

NOTE 1: Copy Agreements filed under CH483757

-NOTE 2: Copy Deed of Release and Confirmation filed.

-NOTE 3: Copy Transfer filed under CH533564.

11 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 10 February 1948 made between (1) The Manchester Ship Canal Company and (2) Shell-Mex and B.P.Limited but neither the original deed nor a certified copy thereof was produced on first registration.

12 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 4 February 1954 made between (1) The Manchester Ship Canal Company and (2) The Associated Ethyl Company Limited.

NOTE: Copy filed under CH533564.

13 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 23 December 1954 made between (1) The Manchester Ship Canal Company and (2) Merseyside & North Wales Electricity Board.

NOTE: Copy filed under CH533564.

14 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 20 October 1955 made between (1) The Manchester Ship Canal Company and (2) Merseyside & North Wales Electricity Board.

NOTE: Copy filed under CH533564.

15 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 16 December 1957 and an Agreement dated 26 September 1958 both made between (1) The Manchester Ship Canal Company and (2) Merseyside & North Wales Electricity Board, which are supplemental to the Deed dated 23 December 1954, made between the same parties, referred to above.

NOTE: Copy Agreements filed under CH533564.

16 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in an Agreement dated 5 November 1959 made between (1) The Manchester Ship Canal Company and (2) Esso Petroleum Company Limited.

NOTE: Copy filed under CH533564.

17 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 23 March 1967 made between (1) The Manchester Ship Canal Company and (2) The Wirral Water Board.

NOTE: Copy filed under CH533564.

18 (21.07.2005) An omnibus Agreement dated 30 November 1967 made between (1) The Manchester Ship Canal Company and (2) Shell U.K. Limited relates to the construction and maintenance of pipelines as therein mentioned.

NOTE: Copy filed under CH533564.

C: Charges Register continued

19 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 30 September 1970 made between (1)The Manchester Ship Canal Company and (2) Wirral Water Board.

NOTE: Copy filed under CH533564.

20 (23.03.2005) The parts of the land affected thereby are subject to the rights contained in a Deed dated 2 March 1973 made between (1) The Manchester Ship Canal Company and (2) The Merseyside and North Wales Electricity Board.

NOTE: Copy filed under CH533564.

21 (23.03.2005) The parts of the land affected thereby are subject for the term of 99 years from 1 January 1971 to the rights granted by a Lease dated 23 October 1973 made between (1) The Manchester Ship Canal Company and (2) Associated Ocel Company (Plant) Limited.

NOTE: Copy filed under CH533564.

22 (23.03.2005) The parts of the land affected thereby are subject for the term of 60 years from 1 December 1988 to the rights granted by a Lease dated 17 May 1989 made between (1) The Manchester Ship Canal Company and (2) British Gas PLC.

NOTE: Copy filed under CH533564.

23 (23.03.2005) The parts of the land affected thereby are subject for the term of 49 years from 1 September 1985 to the rights granted by a Lease dated 4 February 1992 made between (1) The Manchester Ship Canal Company (2) Ellesmere Port and Neston Borough Council and (3) British Gas PLC.

NOTE: Copy filed under CH533564.

24 (23.03.2005) An Agreement dated 24 July 1992 made between (1) The Manchester Ship Canal Company and (2) Shell U.K. Limited relates to a gated access along Corridor Road.

NOTE: Copy filed under CH533564.

25 (23.03.2005) The parts of the land affected thereby are subject for the term of 50 years from 1 November 1995 to the rights granted by the Lease dated 2 September 1996 made between (1) The Manchester Ship Canal Company and (2) Associated Ocel Company (Plant) Limited.

NOTE: Copy filed under CH533564.

26 (23.03.2005) The land edged and numbered 1 in blue on the title plan is subject for the term of 125 years from 19 March 1997 to the rights granted by a Lease dated 19 March 1997 made between (1) The Manchester Ship Canal Company and (2) Manweb PLC.

NOTE: Copy filed under CH533564.

27 (23.03.2005) The parts of the land affected thereby are subject for the term of 21 years from 25 December 1989 to the rights granted by a Lease dated 4 September 1998 made between (1) The Manchester Ship Canal Company (2) Ellesmere Port and Neston Borough Council and (3) Terra Nitrogen (UK) Limited.

NOTE: Copy filed CH533564.

28 (20.12.2005) An Agreement dated 2 September 1977 made between (1)The Manchester Ship Canal Company and (2)The Post Office relates to the placing, maintenance, inspection, repair and renewal of all existing posts and telegraphs and ancillary rights of entry.

NOTE: Copy filed under MAN32466.

29 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.

30 (07.05.2014) The land is subject, during the terms created by the

C: Charges Register continued

leases of easements specified in the schedule of leases of easements hereto, to the rights granted by the said leases.

- 31 The parts of the land affected thereby are subject to the rights contained in a Deed of Easement dated 6 August 1953 made between (1)The Manchester Ship Canal Company and (2)Lobitos Oilfields Limited.

NOTE: No copy of the said deed is filed at Land Registry.

- 32 (23.06.2014) The land is subject for a term of years expiring on 21 December 2025 to the rights granted by a Deed dated 19 June 2014 made between (1)Peel Land and Property (Ports) Limited and (2) Air Products (BR) Limited.

NOTE:-Copy filed.

- 33 (10.07.2014) The land is subject to the rights granted by a Deed of Grant dated 5 December 2013 made between (1) Peel Land And Property (Ports) Limited (2) Hanson Quarry Products Europe Limited and (3) SP Manweb Plc .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 34 (16.05.2016) By a Deed dated 6 May 2016 made between (1) Peel Land and Property (Ports) Limited and (2) Peel Environmental Limited the terms of the lease dated 31 March 2016 of the land edged and numbered 6 in blue on the title plan referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under CH648883.

- 35 (26.10.2016) UNILATERAL NOTICE Affecting the land edged and numbered 7 in blue on the title plan in respect of an option for a lease dated 20 October 2016 made between (1) Peel Land and Property (Ports) Limited and (2) UK Capacity Reserve Limited.

NOTE: Copy Plan Filed.

- 36 (26.10.2016) BENEFICIARY: UK Capacity Reserve Limited (Co. Regn. No. 09152381) of 6th Floor, ~Radcliffe House, Blenheim Court, Solihull B91 2AA.

- 37 (07.11.2016) The land is subject to any rights that are granted by a Deed dated 3 November 2016 made between (1) Peel Land and Property (Ports) Limited (2) National Grid Gas Distribution Limited and (3) UK Capacity Reserve Limited and affect the registered land. The said Deed also contains restrictive covenants by the Grantor.

NOTE: Copy filed.

- 38 (28.03.2017) The land is subject to any rights that are granted by a Deed dated 23 March 2017 made between (1) Peel Land And Property (Ports) Limited and (2) SP Manweb Plc and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 39 (21.02.2019) The land is subject to any rights that are granted by a Deed dated 8 February 2019 made between (1) Peel Land And Property (Ports) Limited (2) Cadent Gas Limited and (3) CDS Pipe Services Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 40 (01.03.2019) The land is subject to any rights that are granted by a Deed of Grant dated 8 February 2019 made between (1) Peel Land and Property (Ports) Limited and (2) Shell U.K. Limited and affect the registered land.

NOTE: Copy filed.

- 41 (20.12.2019) By a Deed dated 3 October 2019 made between (1) Peel Land

C: Charges Register continued

and Property (Ports) Limited and (2) Peel L & P Environmental Limited the terms of the lease dated 31 March 2016 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under CH648883.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 July 1919 referred to in the Charges Register:-

"AND the Company on behalf of themselves their successors in title and assigns DO HEREBY COVENANT with the Dean and Chapter their successors and assigns and also with the Commissioners and their successors to the intent and so that such covenants shall be binding on the Company their successors and assigns and so far as may be on the said hereditaments hereinbefore described and expressed to be hereby conveyed into whosoever hands the same may come and that the benefit of such covenants shall run with the remainder of the estate of the Dean and Chapter known as the Stanney Estate situate in Great Stanney Little Stanney and Stoke in the said County of Chester in manner following that is to say"

.....
..

"That neither the said hereditaments hereinbefore described and expressed to be hereby conveyed nor any building or buildings erection or erections to be erected thereon shall be used as a hotel public house or tavern for the sale of beer wine or spirits (which shall include the sale or consumption of wine beer or spirits in such buildings or erections if used as a club"

Schedule of leases of easements

- 1 Benefiting land : Land lying to the north of Oils Sites Road, Ellesmere
Port
Title Number of benefiting land : CH363860 AND CH425646
Date of lease : 15 April 2014
Term of lease : 25 years from 1.4.2013
Registration date: 09.06.2014
NOTE: Copy lease filed

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	23.03.2005 Edged and numbered 2 and 4 in blue NOTE: The Lease	Land at Bridges Road and Lees Lane comprises also other land	31.03.1983 999 years from 31.3.1983	CH209143
2	08.09.2010 tinted blue	land at Bridges Road	12.08.2010 10 years from 28.10.2009	CH597554
3	edged and numbered 5 in blue NOTE: The Lease	Land on the east side of Bridges Road comprises also other land.	24.08.1979 30 years from 18.4.1978	
4	16.05.2016 Edged and	Land on the south side of Oil Sites Road	31.03.2016 25 years and 3	CH648883

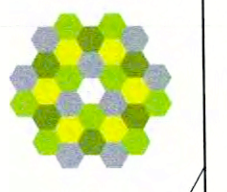
Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
numbered 6 in blue		days from and including 31.3.2016	

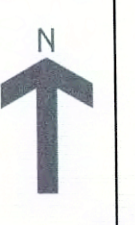
NOTE 1: See entry in the Charges Register relating to a Deed of Variation dated 6 May 2016.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 3 October 2019.

End of register



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This official copy issued on 4 April 2022 shows the state of this title plan on 4 April 2022 at 16:45:28.
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 HM Land Registry, Durham Office.

These are the notes referred to on the following official copy

Title Number CH551499

The electronic official copy of the document follows this message.

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

This Indenture made the Twenty-second day of Date and parties.

September One thousand nine hundred and twenty BETWEEN
THE MANCHESTER SHIP CANAL COMPANY whose principal office
is situate at No, 41 Spring Gardens in the City of Manchester
(hereinafter called "the Canal Company") of the first part
WILLIAMS DEACON'S BANK LIMITED whose registered office is at
Mosley Street in the same City (hereinafter called "the Bank")
of the second part and **THE BRITISH MEXICAN PETROLEUM
COMPANY LIMITED** whose registered office is situate at No. 21
Bury Street in the City of London (hereinafter called "the
Petroleum Company") of the third part.

WHEREAS at the date of the Indenture next hereinafter recited Recitals.
the Canal Company were seised in unincumbered fee simple of the
hereditaments hereinafter described and conveyed and of the heredita-
ments over and in respect of which rights liberties privileges and
easements are hereinafter expressed to be granted subject nevertheless to
certain exceptions and reservations and provisions contained in an Inden-
ture dated the thirty-first day of October one thousand eight hundred and
eighty-eight and made between The Dean and Chapter of Chester of the
first part The Ecclesiastical Commissioners for England of the second
part and the Canal Company of the third part AND WHEREAS by an
Indenture of Mortgage dated the thirtieth day of December one thousand
eight hundred and ninety-eight and made between The Canal Company
of the one part and the Bank (then and therein called "Williams Deacon
and Manchester and Salford Bank Limited") of the other part the

hereditaments hereinafter described and conveyed together with other hereditaments were conveyed by the Canal Company to the Bank by way of Mortgage to secure a principal sum of fifty thousand pounds and interest as therein mentioned AND WHEREAS by an Act of Parliament 56 and 57 Victoria Cap. LXXIII. entitled The Manchester Ship Canal (Surplus Lands) Act 1893 it was enacted (*inter alia*) (2) that in that Act "Surplus Lands" meant any lands which had been or thereafter might be from time to time acquired by any means whatsoever by the Canal Company and which might not be required for the purposes of their undertaking or to enable them to comply with the provisions of the therein recited Acts or any of them and (4) that the Canal Company should not be bound to sell or dispose of any of their surplus lands within the period mentioned or referred to in Section 127 of the Lands Clauses Consolidation Act 1845 and notwithstanding anything in that Act contained the Canal Company might if and when they thought fit sell or exchange and convey any of their surplus lands to such persons as the Canal Company thought fit in consideration wholly of a gross sum and (7) that any sale or lease under the powers of any of the therein recited Acts or under the Act now in recital might be made by public auction public tender or private contract and with or without special conditions and stipulations as to evidence or commencement of title and with or subject to any such liberties privileges easements exceptions reservations restrictions stipulations or conditions as the Canal Company should think expedient and in particular and notwithstanding anything in Section 62 of the Manchester Ship Canal Company Act 1885 contained subject to such stipulations as the Canal Company should think expedient prohibiting the construction of any wharf or the user of any wharf then

or thereafter to be constructed whether by the Canal Company or by any other person or persons or corporation or in relation to the payment of or exemption from tolls dues and wharfage and other rates chargeable by or payable to the Canal Company in respect of the user of any such wharf and that the Canal Company might apportion the consideration in any manner or proportion between different parts of the lands agreed to be sold and (8) that the receipt of the Canal Company for any purchase monies or other monies payable to the Canal Company by virtue of the Act now in recital should effectually discharge the person paying the same therefrom and from being bound to see to the application or being answerable for the misapplication or the non-application thereof AND WHEREAS by another Act of Parliament 1 and 2 George V. Cap. LVI. entitled "The Manchester Ship Canal Act 1911" it was enacted (*inter alia*) 26 (1) that in addition to and in extension of any powers then vested in or exercisable by the Canal Company with respect to the acquisition of lands and holding sale grant conveying or other disposition of lands for the time being belonging to or vested in the Canal Company and easements and rights over or in relation to such lands or over or in relation to water the Canal Company should have (amongst other powers) the following powers with respect to the matters aforesaid (that is to say) (c) to grant and convey or to acquire either in fee or for any term of years for such consideration and upon and subject to such terms and conditions and in such manner in all respects as the Canal Company might think fit any easements or rights over or in relation to lands or water whether with or without any sale lease or other disposition of lands (j) to accept upon and subject to such terms and conditions and in such manner as the Canal Company might think

fit re-conveyances of any lands conveyed by the Company and surrender of any leases granted by them AND WHEREAS the hereditaments hereinafter described and assured are surplus lands of the Canal Company within the meaning of the hereinbefore recited Act AND WHEREAS the principal sum of fifty thousand pounds with current interest thereon is owing to the Bank on the security of the said Indenture of Mortgage of the thirtieth day of December one thousand eight hundred and ninety-eight AND WHEREAS the Canal Company have agreed with the Petroleum Company for the sale to the Petroleum Company of the hereditaments hereinafter described and conveyed together with the rights liberties and privileges hereinafter granted (excepting nevertheless and reserving as is hereinafter excepted and reserved and subject as hereinafter expressed) for the consideration following that is to say the sum of eight thousand eight hundred and thirty pounds to be paid by the Petroleum Company as the price or consideration for the purchase of the hereditaments hereinafter described and conveyed and the sum of thirty-three thousand eight hundred and ninety-two pounds to be paid by the Petroleum Company as the price or consideration for the purchase of the liberty to lay and construct and maintain the Petroleum Company's pipes and the other rights privileges and facilities hereinafter granted in respect of the construction by the Canal Company of the works hereinafter covenanted to be constructed by them making the total consideration of forty-two thousand seven hundred and twenty-two pounds AND WHEREAS the Bank having other sufficient security for the principal moneys and interest owing to them on the security of the said Indenture of Mortgage of the thirtieth day of December one thousand eight hundred and ninety-eight it has

been agreed that the said total purchase money of forty-two thousand seven hundred and twenty-two pounds shall be paid to the Canal Company and that the Bank shall join in these presents in manner hereinafter appearing AND WHEREAS upon the treaty for the said sale it was agreed that the Canal Company and the Petroleum Company should respectively enter into such covenants as are on their parts respectively hereinafter contained and that these presents shall contain the several declarations and provisions hereinafter expressed NOW THIS Testatum.

INDENTURE WITNESSETH that in pursuance of the said recited Agreement and in consideration of the said total purchase money of Consideration £42,722. forty-two thousand seven hundred and twenty-two pounds on or before the execution of these presents paid by the Petroleum Company at the request of the Bank to the Canal Company (the receipt whereof the Canal Company do hereby acknowledge) and of the premises THEY the Bank AS MORTGAGEES upon the request of the Canal Company DO hereby GRANT and CONVEY and THEY the Canal Company AS BENEFICIAL OWNERS DO hereby GRANT CONVEY and CONFIRM UNTO the Petroleum Company their successors and assigns ALL THAT piece or parcel or plot of land and hereditaments more Land conveyed. particularly described or referred to in the First Schedule hereto TOGETHER WITH but as to the Bank only so far as the same are to be enjoyed through so much of the said piece or parcel or plot of land as lies north of the London and North Western and Great Western Joint Railway shown on the plan hereunto annexed the several rights liberties and privileges and easements for the Petroleum Company their successors and assigns mentioned in the Second Schedule hereto EXCEPTING Exceptions and reservations. nevertheless and RESERVING UNTO the Canal Company their

successors and assigns as is in the Third Schedule hereto mentioned TO HOLD the said premises UNTO and to the USE of the Petroleum Company their successors and assigns SUBJECT to the exceptions reservations and provisions contained in the said Indenture of the thirty-first day of October one thousand eight hundred and eighty-eight AND the Canal Company for themselves their successors and assigns hereby COVENANT with the Petroleum Company their successors and assigns as is in the Fourth and Fifth Schedules hereto expressed AND the Petroleum Company for themselves their successors and assigns hereby COVENANT with the Canal Company their successors as is in the Sixth Seventh and Eighth Schedules hereto expressed AND IT IS HEREBY AGREED AND DECLARED as is in the Ninth Schedule hereto expressed And the Canal Company as to the said Indenture of the thirty-first day of October one thousand eight hundred and eighty-eight (the possession of which is retained by the Canal Company) and the Bank as to the said Indenture of Mortgage of the thirtieth day of December one thousand eight hundred and ninety-eight (the possession of which is retained by the Bank) DO hereby respectively acknowledge the right of the Petroleum Company to the production of the said respective Indentures AND the Canal Company DO hereby undertake for the safe custody of the said Indenture of the thirty-first day of October one thousand eight hundred and eighty-eight IN WITNESS whereof the Canal Company the Bank and the Petroleum Company have caused their respective Common Seals to be hereto affixed the day and year first above written

Covenants, &c.

Acknowledgment
for production
of deeds.

THE FIRST SCHEDULE ABOVE REFERRED TO.

LAND CONVEYED TO THE PETROLEUM COMPANY.

ALL THAT piece or parcel or plot of freehold land situate in the Parishes of Great Stanney and Stanlow in the County of Chester

containing in the whole twenty-eight acres one rood and thirty-seven perches or thereabouts and which as to its abuttals boundaries and dimensions is more particularly described on the plan hereunto annexed and thereon edged with red and which said hereditaments and premises are in the several Schedules to these presents called "the said land"

THE SECOND SCHEDULE ABOVE REFERRED TO.
RIGHTS LIBERTIES AND PRIVILEGES GRANTED TO THE
PETROLEUM COMPANY.

(1) The right and liberty (in common with the Canal Company and all companies and persons who have or may hereafter have the like rights) to use at the risk and cost in all respects of the Petroleum Company and under the supervision and to the satisfaction of the Engineer for the time being of the Canal Company (hereinafter referred to as "the Engineer") the pipes hereinafter agreed to be laid down by the Canal Company from the Dock hereinafter referred to under the Ship Canal through the subway hereinafter referred to to the valve chamber hereinafter referred to for the purpose of transmitting petroleum products including petroleum spirit and other fluids not of a harmful character and not flashing below seventy-three degrees Fahrenheit which are from time to time permitted to pass along the Ship Canal (hereinafter together referred to as "petroleum products") through such pipes from vessels berthed in the dock hereinafter referred to to the valve chamber to be constructed by the Canal Company on the south side of the Ship Canal at or near the point marked "A" on the said plan Provided always that the Canal Company shall not be responsible or accountable for any stoppage or delay in the exercise of the right

To use pipes to be laid down by Canal Company.

Canal Company not responsible for stoppage due to accident.

and liberty conferred by this clause which is due to accident or any other cause beyond the control of the Canal Company

To construct
lines of pipes.

(2) The right and liberty at the cost of the Petroleum Company in accordance with plans sections and specifications to be submitted to and approved by the Canal Company to lay construct maintain and use at the risk and cost in all respects of the Petroleum Company and under the supervision and to the satisfaction of the Engineer four lines of pipes not exceeding eleven inches each in diameter between the points "A" and "B" on the said plan (which pipes are hereinafter referred to as "the Petroleum Company's pipes") for the purpose of conveying petroleum products through the lands of the Canal Company to the said land Provided that the Petroleum Company's pipes shall be laid in a covered trough and that no unnecessary damage shall be done to the lands or property of the Canal Company by the construction maintenance or user of such pipes

To enter on Canal
Company's lands.

(3) The right and liberty from time to time to enter on the said lands of the Canal Company so far as may be necessary for opening up the Petroleum Company's pipes for the purpose of repairing the same as occasion may require doing no unnecessary damage to the lands or property of the Canal Company or to the said trough and forthwith making good all damage thereby occasioned to the satisfaction of the Engineer

To connect with
Canal Company's
Railway.

(4) The right and liberty in accordance with plans sections and specifications to be previously submitted to and approved of in writing by the Canal Company and to the satisfaction in all respects of the Engineer to make a connection between the lines of railway which may

hereafter be constructed by the Petroleum Company upon the said land and the line of railway to be constructed by the Canal Company as hereinafter mentioned. Provided always that the Petroleum Company shall at their own expense provide adequate siding accommodation from time to time on the said land for the receipt discharging loading or forwarding of all railway traffic in connection with their business on the said land.

(5) The right and liberty in common with the Canal Company and To use roadway. all companies and persons who have or may hereafter have the like right at all times by day or by night for all purposes with or without horses carts carriages or wagons laden or unladen and whether propelled by mechanical power or not to go pass and repass to and from the said land over and along the roadway to be constructed by the Canal Company as hereinafter mentioned.

(6) The right and liberty at the risk and cost in all respects of the To construct wharf and lay-bye Petroleum Company and in accordance with plans sections and specifications to be previously submitted to and approved of in writing by the Canal Company and under the supervision and to the satisfaction in all respects of the Engineer to construct or to have constructed for them by the Canal Company but at the risk and cost in all respects of the Petroleum Company a wharf and lay-bye fronting the Ship Canal the front of such wharf being not less than eighty feet back from the present toe of the slope of the Ship Canal and to use such wharf and lay-bye Provisions as to user. subject to the Canal Company's bye-laws rules and regulations from time to time in force for the purpose of loading or discharging cargo used or to be used in connection with the business carried on by the

Petroleum Company upon the said land into or from vessels lying close alongside the said wharf and provided that such wharf and lay-bye shall not be used for loading or discharging cargo consisting of petroleum spirit or other dangerous liquids flashing below seventy-three degrees Fahrenheit but notwithstanding the last mentioned restriction the Petroleum Company shall be at liberty subject to the bye-laws rules and regulations of the Canal Company from time to time in force to load from the said land petroleum spirit into tank barges (not exceeding fifty tons capacity) berthed in the lay-bye close alongside the said wharf for conveyance so far as the Canal Company can legally grant such right of conveyance and subject to the bye-laws rules and regulations of the Canal Company from time to time in force along the Ship Canal to Eastham or to the Shropshire Union Canal at Ellesmere Port or along the Ship Canal to Runcorn and thence by the Bridgewater Canal to premises belonging to the Petroleum Company in Manchester provided that the journey along the Ship Canal in the direction of Manchester shall not be continued beyond Runcorn. Provided also that not more

Mooring of vessels.

than one tier of vessels or barges shall be moored at any time or times alongside the said wharf and such vessels or barges shall at all times be so moored as to lie close alongside the said wharf and shall not project into the navigable waterway of the Ship Canal and shall be berthed in proper turn under the direction of the Canal Company and subject to their bye-laws rules and regulations from time to time in force

Liberty to overlap.

(7) The right and liberty subject nevertheless to the Canal Company's bye-laws rules and regulations from time to time in force to overlap with vessels connected with the business carried on upon the said land and discharging or loading at the said wharf the adjoining

land on the westerly side of the said land when the frontage of such adjoining land is not occupied or required to be occupied by vessels or barges

THE THIRD SCHEDULE ABOVE REFERRED TO.
EXCEPTIONS AND RESERVATIONS IN FAVOUR OF THE
CANAL COMPANY.

(1) All such mines and minerals under the said land as were not ^{Mines and Minerals.} excepted and reserved in and by the Indenture dated the thirty-first day of October one thousand eight hundred and eighty-eight above referred to and with power to work and get the mines and minerals hereby reserved

(2) Liberty for the Canal Company and their servants agents and ^{Liberty to enter on land conveyed} workmen and all persons authorised by them from time to time and at all times hereafter to enter upon the said land for the purpose of inspecting maintaining and repairing the waterway and the slopes and banks of the Ship Canal

(3) Liberty for the Canal Company and all companies and persons ^{Liberty to lay pipes.} authorised by them to lay construct and maintain through the said land and for ever hereafter to use pipes for the purpose of transmitting petroleum products through the said land to ^{or to} a point or points beyond the said land in the direction of Runcorn with liberty for the Canal Company their servants agents and workmen and all companies and persons authorised by them at all times to enter upon the said land for the purpose of laying constructing maintaining replacing and inspecting such pipes or any of them doing no unnecessary damage and making

good the same at the Canal Company's expense and without interfering with any existing buildings

Liberty to moor
vessels at wharf.

(4) Liberty for the Canal Company and all persons authorised by them if and when the said wharf shall have been constructed and the same shall not be occupied or required to be occupied by vessels connected with the business of the Petroleum Company carried on upon the said land to moor temporarily vessels or dredging craft at such wharf but so as not to interfere unreasonably with the Petroleum Company's business carried on upon the said land and to affix on the said land any additional moorings which the Canal Company may think necessary

Liberty to overlap

(5) Liberty for vessels loading or discharging or intending to load or discharge at the land adjoining on either side of the said land to overlap the said land when not occupied or required to be occupied by other vessels or barges

Power to set back
wharf and lay-bye

(6) Liberty for the Canal Company for the purpose of widening the Ship Canal to set back at their own cost the said wharf and lay-bye at any time after the construction thereof but so as not to interfere unreasonably with the business of the Petroleum Company carried on upon the said land

THE FOURTH SCHEDULE ABOVE REFERRED TO.

COVENANTS BY THE CANAL COMPANY.

The Canal Company shall at their own cost subject to any delay that may be caused by strikes of workmen lock-outs state of war or other matters beyond their control

(1) Forthwith proceed to construct on their land on the north side ^{To construct dock.} of the Ship Canal shown on the said plan a dock of dimensions approximately not less than six hundred feet by eighty feet

(2) Forthwith proceed to construct under the Ship Canal a subway ^{To construct subway.} of a clear diameter of not less than six feet approximately in the position shown on the said plan with shafts thereto such subway to be below the Ship Canal-bottom and to be equipped with not less than four pipes of eleven inches internal diameter for the transmission of petroleum products from the said dock to a valve chamber on the south side of the Ship Canal which the Canal Company will forthwith proceed to construct at or near the point "A" on the said plan in order that the petroleum products may at such point be delivered into the valve chamber and from there delivered into the Petroleum Company's pipes

(3) Forthwith proceed to provide erect and operate a pump and separate pipe or pipes for the purpose of draining off from the said ^{To provide pump and pipes for draining.} eleven inch pipes in the subway petroleum products which may be left therein after use of the pipes by the Petroleum Company and of delivering such petroleum products into the Petroleum Company's pipes

(4) Forthwith proceed to construct a single line of railway in the ^{To construct line of railway.} position and direction indicated on the said plan

(5) Forthwith proceed to provide in the position and direction ^{To provide road.} indicated on the said plan a road eighteen feet wide to connect the said land so that pedestrians motor and other vehicles may pass and repass between the said land and Ellesmere Port

Provided always that the works referred to in this Schedule ^{Works to remain Canal Company's property.} and hereby agreed to be constructed or provided by the Canal Company shall be and remain the absolute property of the Canal Company

THE FIFTH SCHEDULE ABOVE REFERRED TO.
FURTHER COVENANTS BY THE CANAL COMPANY.

The Canal Company shall

Canal Company
to maintain canal
bank until wharf
constructed.

(1) Until the said wharf or lay-bye shall be constructed continue to maintain the slope of the bank of the Ship Canal co-extensive with the said land in the same manner as they have heretofore maintained the same subject nevertheless to the provisions contained in Clause 4 of the Seventh Schedule hereto

To dredge on
notice.

(2) At their own expense from time to time after the formation of the aforesaid lay-bye within a reasonable time after receipt of a notice in writing from the Petroleum Company from time to time dredge the said lay-bye in order that there may be such a depth of water therein as may be necessary for the Petroleum Company's traffic not exceeding however a depth of twenty-eight feet below the ordinary level of the water in the Ship Canal

To give benefit
of Through Rates.

(3) Give to the Petroleum Company the benefit of through rates covering railway conveyance and Ship Canal tolls from time to time in force for and in respect of petroleum products forwarded from the said land and will deduct from such through rates payable by the Petroleum Company or their consignees on each consignment the amount of Ship Canal tolls paid at import on such consignments by the Petroleum Company

THE SIXTH SCHEDULE ABOVE REFERRED TO.
COVENANTS BY THE PETROLEUM COMPANY.

The Petroleum Company shall at their own cost but subject to any delay that may be caused by strikes of workmen lock-outs state of war or other matters beyond their control

(1) Forthwith fence off the said land from the adjoining lands to ^{To fence.} the reasonable satisfaction of the Canal Company and provide in such fences to the like satisfaction suitable gates opening outwards and inwards such gates to be opened over any line of railway to leave a space of fourteen feet clear and to the like satisfaction maintain such fences and gates in good repair and condition and renew the same when necessary And in default thereof the Canal Company may erect such fences and gates and execute repairs and renewals at the expense of the Petroleum Company who shall from time to time on demand repay to the Canal Company any monies expended by them for the aforesaid purposes

(2) Maintain and keep the Petroleum Company's pipes in good and ^{To maintain pipes.} substantial repair and condition to the satisfaction of the Engineer and renew and replace the same when and as required by him and in default thereof it shall be lawful for the Canal Company to effect such repairs and renewals at the expense of the Petroleum Company who shall on demand repay to the Canal Company the costs and expenses of and incidental to such repairs and renewals

(3) Forthwith for the purpose of receiving or storing petroleum ^{To construct oil tanks, &c.} products to be imported by means of the Ship Canal proceed to erect construct and complete in all respects and in a substantial and workman-like manner oil tanks buildings railways roads and other equipment on the said land to the value of at least twenty thousand pounds necessary for the conduct of the Petroleum Company's business and also protective works of such character and dimensions as will in all respects be sufficient to provide against the escape of oil from the said land or from any tanks

or buildings erected thereon such protective works to be constructed in a manner and position to be previously approved of in writing by the Engineer

To provide pumps and power.

(4) Provide the necessary pumps and steam or other power for the purpose of discharging petroleum products out of vessels moored in the said dock and transmitting such petroleum products by means of the said pipes to the said land and also all steam which may be necessary to liquify any such petroleum products for the purpose of discharging and transmitting them as before mentioned

THE SEVENTH SCHEDULE ABOVE REFERRED TO.
FURTHER COVENANTS BY THE PETROLEUM COMPANY.

The Petroleum Company shall

To commence business without unreasonable delay.

(1) Commence the business of importing or exporting traffic to or from the said land by means of the Ship Canal without any unreasonable delay after the works which the Canal Company and the Petroleum Company have respectively covenanted to construct or provide are completed

To pay proportion of cost of maintenance of road.

(2) Pay to the Canal Company from time to time a proportionate part of the cost of maintaining the road from the said land to the point where the Canal Company's road meets the public road to Ellesmere Port according to the user thereof from time to time by the Petroleum Company and any other persons or companies such proportion in case of difference to be ascertained and certified by the Engineer whose decision shall be final and binding

(3) Keep the Canal Company indemnified against all losses costs ^{To indemnify Canal Company.} charges damages or expenses of every description and howsoever occurring which may be sustained or incurred by reason or in consequence of the construction maintenance or user of the Petroleum Company's pipes or of the said wharf and lay-by or the exercise by the Petroleum Company of the liberties and privileges mentioned or referred to in these presents.

(4) From and after the construction of the said wharf for ever ^{To maintain wharf when constructed.} thereafter maintain the same and also the slopes and banks of the Ship Canal co-extensive with the said land in good and substantial repair and condition

(5) Until the said wharf is constructed make good and repair all ^{To make good damage.} damage to the Ship Canal slope banks and works due to or occasioned by the acts or operations of the Petroleum Company or their servants agents or workmen

(6) Maintain and keep the said railway connection and any connection ^{To keep railway connection in repair.} which may be substituted therefor under the powers hereinafter contained together with all works incidental thereto or connected therewith in good and substantial repair and condition to the satisfaction of the Canal Company and repair and renew the same to the like satisfaction when and as required by the Canal Company but so as when executing such repairs and renewals not to interfere unnecessarily with any railways or other property or works of the Canal Company or the traffic thereon or thereover and in default thereof it shall be lawful for the Canal Company to effect such repairs and renewals at the expense of

the Petroleum Company who shall on demand repay to the Canal Company the costs and expenses of and incidental to such repairs and renewals

To construct
safety points on
railway

(7) Construct in accordance with plans sections and specifications to be submitted to and approved of in writing by the Canal Company and to the satisfaction of the Engineer and thereafter maintain in good repair and condition on any line of railway which may be made by the Petroleum Company upon the said land and having connection with the line of railway to be constructed by the Canal Company as aforesaid safety points with a short spur railway therefrom in such a situation and manner as shall be approved by the Canal Company and so that the lever by which the safety points will be operated shall be weighted in such a manner as to close automatically the connection between any line of railways which may be made by the Petroleum Company as aforesaid and the line of railway to be constructed by the Canal Company as aforesaid and to open the connection between the said lines of railway made by the Petroleum Company and the said spur railway

To pay tolls and
to furnish
declaration, &c.

(8) Pay or cause to be paid to the Canal Company the Canal Company's tolls rates and charges from time to time lawfully in force on all petroleum products and other cargo imported or exported by the Petroleum Company by means of the Ship Canal or passing along or over the Ship Canal and/or the Bridgewater Canal or the railways belonging to the Canal Company and in connection with such tolls rates and charges furnish the Canal Company with all declarations statements accounts and information necessary to enable proper and correct accounts to be prepared with liberty to compare the same at all reasonable times with the books of the Petroleum Company

THE EIGHTH SCHEDULE ABOVE REFERRED TO.
 FURTHER COVENANTS BY THE PETROLEUM COMPANY.

The Petroleum Company shall not

(1) Erect or build upon the said land any erection or building As to buildings, &c. within a distance of twenty yards from the top of the existing slope of the bank of the Ship Canal or from the top of the slope of the bank of the Ship Canal after the construction of the said wharf and lay-bye which erection or building will when finished with its contents be of such a weight as to create a greater pressure per square foot than one ton unless the foundations of such building shall be carried down to the underlying hard clay and will not do any act or thing or permit any act or thing to be done which will render the existing slope of the bank of the Ship Canal or the slope of the bank of the Ship Canal after the construction of the said wharf and lay-bye liable to greater wear and tear than at the date of these presents

(2) Without the Canal Company's written consent use the said Not to use land except for traffic using Ship Canal. land or any building or erection for the time being thereon for any trade or business that does not necessitate the importing and exporting or either of them of traffic by means of the Ship Canal

(3) Erect or build or cause to be erected or built upon the said land Not to erect dwellinghouses. any messuages or dwelling-houses except messuages or dwelling-houses for the use and occupation of a manager foreman or watchman employed in or about the business carried on upon the said land and a dormitory for ships crews

(4) Turn or discharge any refuse or other matter or effluent which Not to discharge objectionable matter. the Canal Company may consider to be objectionable or injurious matter

or effluent from the said land or any erections or buildings for the time being erected thereon in any direction or place such refuse or other objectionable or injurious matter or effluent in any position so that it may in time of flood or from any other cause flow into the Ship Canal or any watercourse or drain other than the sewers of the Local Authority

THE NINTH SCHEDULE ABOVE REFERRED TO.

AGREEMENTS AND DECLARATIONS.

PROVIDED ALWAYS AND IT IS AGREED AND DECLARED that

Canal Company may construct pipes, &c., over works.

(1) Notwithstanding anything in these presents contained the Canal Company may if and whenever they think fit construct repair and maintain over and across the Petroleum Company's pipes such lines of pipes lines of railway roads and works as they may from time to time think fit and they may also work and use and authorise the use of such lines of pipes lines of railway roads and works in such manner in all respects as they may from time to time think proper but so as not to interfere unreasonably with the Petroleum Company's rights and further that the Canal Company may if and whenever they think fit at their own expense from time to time divert alter or change the position situation or direction of the Petroleum Company's pipes or of the line of railway and road respectively referred to in Clauses 4 and 5 of the Fourth Schedule hereto in such manner in all respects as they may from time to time think proper but such diverted altered or changed line of pipes liue of railway or road shall afford as reasonably good facilities for the enjoyment of the liberties by these presents granted or covenanted to be given to the Petroleum Company as the line of pipes line of railway

And may divert work.

or road for which they were respectively substituted and the Petroleum Company may continue to enjoy the liberties by means of such diverted altered or changed line of pipes line of railway and road and the Canal Company shall not in effecting any such diversion alteration or change as aforesaid unreasonably disturb or interfere with the trade or business carried on by the Petroleum Company upon the said land but will if possible before commencing any such diversion alteration or change provide as reasonably good facilities for the enjoyment of the liberties by the Petroleum Company as they enjoy by means of the liberties for which they are to be substituted

(2) If during the life or lives of His Majesty the King and his As to re-purchase. issue now living or the survivors and survivor of them and twenty one years after the death of such last survivor of them or within any further period of time within which this present power or condition may lawfully be given or exercised the Petroleum Company shall fail for a consecutive period of twelve calendar months after they shall have commenced the business of importing or exporting to or from the said land to import petroleum products by means of the Ship Canal then and in such case the Canal Company shall have the option to be exercised within sixty days after the expiration of any such consecutive period of twelve calendar months of purchasing the said land and liberties at the cost price thereof and of acquiring at a price which in default of agreement shall be ascertained by arbitration as hereinafter provided the erections and buildings then erected upon the said land and upon payment by the Canal Company to the Petroleum Company of the aforesaid monies the Petroleum Company and all other necessary parties will execute and do

all such assurances acts and things as may be reasonably required for the purpose of vesting the said lands liberties erections and buildings in the Canal Company

Petroleum
Company to offer
land to Canal
Company before
selling same.

(3) If during the life or lives of His Majesty the King and his issue now living or the survivors and survivor of them and twenty-one years after the death of such last survivor of them or within any further period of time within which this present power or condition may lawfully be given or exercised the Petroleum Company shall decide to sell any portion of the said land the Petroleum Company shall before offering such land or any part thereof to any other person or company offer the same in writing to the Canal Company at the cost price thereof and the Canal Company shall have fourteen days after such offer within which to accept the same and the Petroleum Company shall not sell or agree to sell the said land or any part thereof without first offering the same to the Canal Company as aforesaid and unless the said offer shall be declined or not accepted within the time aforesaid Provided always that if there shall be any erections or buildings on the portion of the said land which the Petroleum Company shall decide to sell and which the Canal Company shall decide to purchase under this present provision such erections and buildings shall be purchased by the Canal Company at a price which in default of agreement shall be settled by arbitration Provided also that an amalgamation of the Petroleum Company with a *bona fide* Company carrying on a similar business or a reconstruction of the Company or a sale of the said land and the erections and buildings thereon to a *bona fide* Company carrying on a

similar business shall not be deemed to be a sale by the Petroleum Company within the meaning of this present provision so as to compel the Petroleum Company before such amalgamation or sale to offer the said land to the Canal Company at cost price

(4) If at any time hereafter any dispute doubt or question shall ^{Arbitration.} arise between the Canal Company and the Petroleum Company (the settlement whereof is not otherwise provided for) touching the construction meaning or effect of these presents or any clause or thing herein contained or their respective rights or liabilities under these presents or otherwise in relation thereto then every such dispute doubt or question shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1889 or any statutory modification or re-enactment of the same for the time being in force Provided always that this Clause shall not in any manner abridge any of the rights and powers hereinbefore given to the Canal Company or enable any matter to be submitted to arbitration which under the provisions hereinbefore contained would be subject to the absolute control approval or direction of the Canal Company or their Engineer

(5) The marginal notes to these presents are for reference only and ^{Marginal notes.} shall not affect the construction hereof



The Common Seal of the Manchester Ship Canal Company was hereunto affixed in the presence of

ALFRED WATKIN, }
E. LATIMER, } Directors.

F. A. EYRE, Secretary.



The Common Seal of Williams Deacon's Bank Limited was hereunto affixed in the presence of

GERARD P. DEWHURST, }
PERCY ASHWORTH, } Directors.
KENNETH CROSSLEY, }

R. T. HINDLEY, General Manager.



The Common Seal of the British Mexican Petroleum Company Limited was hereunto affixed in the presence of

JAS. B. R. MORTON, Director.

JAS. T. CURRIE, Secretary.

Dated 22nd September, 1920.

THE MANCHESTER SHIP CANAL COMPANY

TO

THE BRITISH MEXICAN PETROLEUM
COMPANY LIMITED.

Copy.]

Conveyance

Of lands at Great Stanney and Stanlow in the County of Chester
containing 28 acres 1 rood 37 perches with certain
rights and liberties.

6535 Vol 2

The Plan referred to



FEET 1000 500 0 500 1000

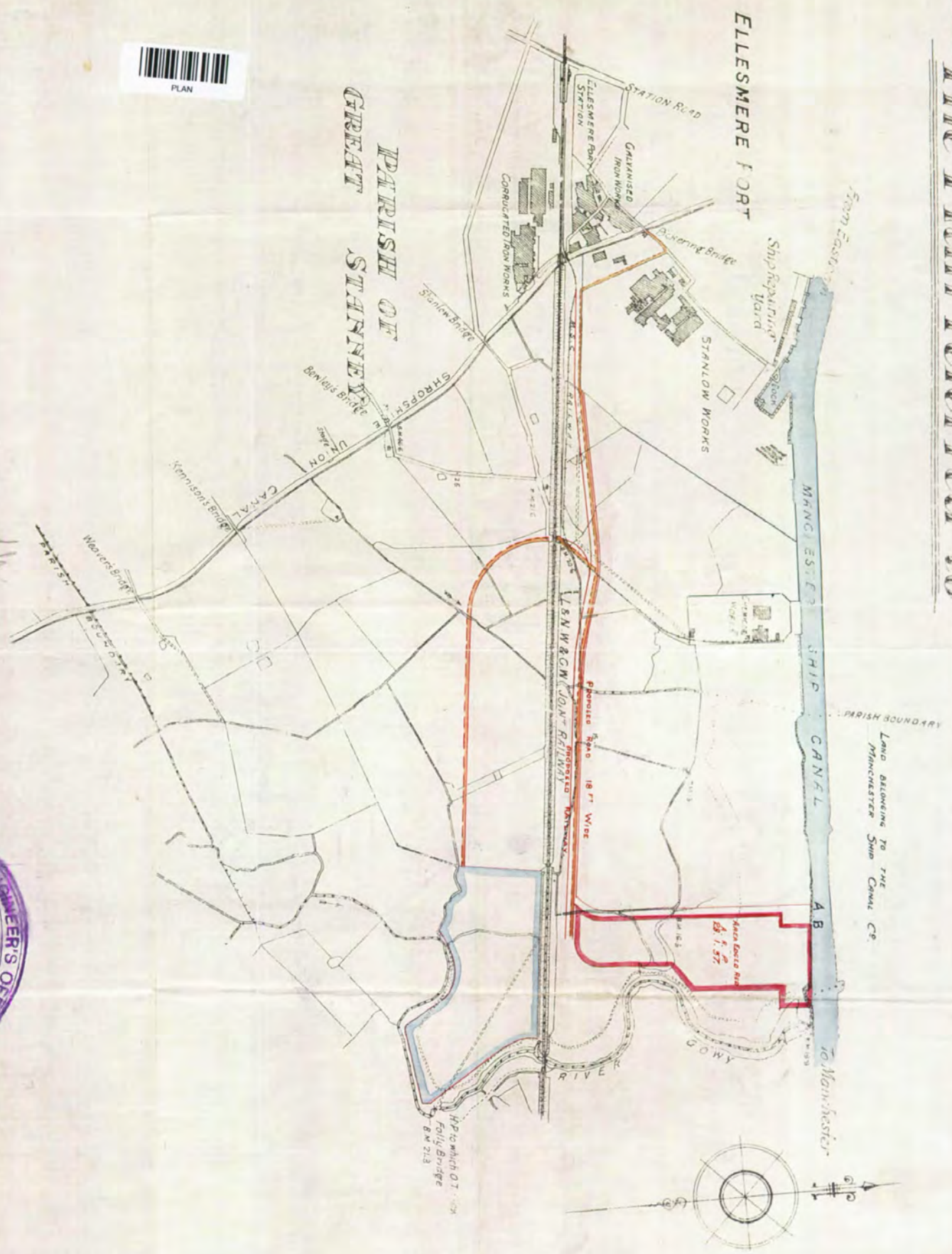
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819 B

DUNLOP MANCHESTER SHIP CANAL CO. E.R. MANCHESTER C.S.



These are the notes referred to on the following official copy

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Recitals.



This Conveyance

made the Sixth day of July One thousand nine hundred and thirty-eight Between THE MANCHESTER SHIP CANAL COMPANY whose principal office is situate at Ship Canal House King Street in the City of Manchester (hereinafter called "the Canal Company") of the first part WILLIAMS DEACON'S BANK LIMITED whose registered office is at 20 Birchin Lane in the City of London (hereinafter called "the Mortgagees") of the second part and SHELL REFINERIES LIMITED whose registered office is situate at St. Helen's Court Great St. Helen's in the City of London (hereinafter called "the Refineries Company") of the third part.

1. Whereas :-

(a) By an Act of Parliament 56 & 57 Victoria Cap. LXXIII entitled The Manchester Ship Canal (Surplus Lands) Act 1893 it was enacted (inter alia) by Section (2) that in that Act "Surplus Lands" meant any lands which had been or thereafter might be from time to time acquired by any means whatsoever by the Canal Company and which might not be required for the purposes of their undertaking or to enable them to comply with the provisions of the therein recited Acts or any of them and by Section (4) that the Canal Company should not be bound to sell or dispose of any of their surplus lands within the period mentioned or referred to in Section 127 of the Lands Clauses Consolidation Act 1845 and notwithstanding anything in that Act contained the Canal Company might if and when they thought fit sell or exchange and convey any of their surplus lands to such persons as the Canal Company thought fit in consideration wholly of a gross sum and by Section (7) that any sale or lease under the powers of any of the therein recited Acts or under the Act now in recital might be made by (inter alia) private contract and with or without special conditions and stipulations as to evidence or commencement of title and with or subject to any such liberties privileges easements exceptions reservations restrictions stipulations or conditions as the Canal Company should think expedient and by Section (8) that the receipt of the Canal Company for any purchase moneys or other moneys payable to the Canal



Company by virtue of the Act now in recital should effectually discharge the person paying the same therefrom and from being bound to see to the application or being answerable for the loss misapplication or non-application thereof.

(b) By another Act of Parliament 1 & 2 George V. Cap. LVI entitled The Manchester Ship Canal Act 1911 it was enacted (inter alia) by Section 26 (1) that in addition to and in extension of any powers then vested in or exercisable by the Canal Company with respect to the acquisition of lands and the holding sale grant conveying or other disposition of lands for the time being belonging to or vested in the Canal Company and easements and rights over or in relation to such lands or over or in relation to water the Canal Company should have (amongst other powers) the following powers with respect to the matters aforesaid (that is to say) (C) to grant and convey or to acquire either in fee or for any term of years for such consideration and upon and subject to such terms and conditions and in such manner in all respects as the Canal Company might think fit any easements or rights over or in relation to lands or water whether with or without any sale lease or other disposition of lands.

(c) The lands hereinafter described and assured by the Canal Company are surplus lands of the Canal Company within the meaning of the hereinbefore recited Act.

(d) The Canal Company are seised in fee simple in possession free from incumbrances of the property hereinafter described and conveyed and (subject as hereinafter mentioned) of the property over which rights liberties and privileges are hereinafter granted (except and reserved as hereinafter mentioned) and have agreed to sell the same to the Refineries Company for the like estate in possession free from incumbrances at the price of One Hundred and Nineteen Thousand Three Hundred and Fifty Pounds Ten Shillings.

(e) By a Mortgage (hereinafter called "the Mortgage of 1898") dated the thirtieth day of December One thousand eight hundred and ninety-eight and made between the Canal Company of the one part and the Mortgagees (then and therein called "Williams Deacon and Manchester and Salford Bank Limited") of the other part the lands over or in respect of which certain of the liberties and privileges hereinafter mentioned are intended to be hereby granted were (with other lands) conveyed to the use of the Mortgagees in fee simple by way of mortgage for securing payment to the Mortgagees

of the principal sum of Fifty Thousand Pounds with interest thereon as therein mentioned.

(f) By virtue of the operation of the Law of Property Act 1925 the property comprised in the Mortgage of 1898 became vested in the Mortgagees for a term of Three thousand years from the commencement of the said Act without impeachment of waste and subject to the said term the fee simple in the same property became and is now vested in the Canal Company.

(g) The Mortgagees have agreed at the request of the Canal Company to join in this Deed in manner hereinafter appearing.

Testatum.

2. ~~Now~~ **this Deed Witnesseth** that in pursuance of the said agreement and in consideration of the sum of One Hundred and Nineteen Thousand Three Hundred and Fifty Pounds Ten Shillings on or before the execution of these presents paid by the Refineries Company to the Canal Company (the receipt of which sum the Canal Company hereby acknowledge) the Canal Company as Beneficial Owners hereby grant and convey unto the Refineries Company ALL THAT piece or plot of land situate in the Parish of Ince and in the Parish of Thornton-le-Moors in the County of Chester containing in the whole 118.957 acres or thereabouts and which as to its abuttals boundaries and dimensions is more particularly delineated and described on Plan Number 1 hereunto annexed and thereon edged red and which said hereditaments and premises are hereinafter called "the said land" EXCEPT AND RESERVING unto the Canal Company:—

Land conveyed by Canal Company.

Exceptions and reservations.

Of mines and minerals.

(i) (a) Such mines and minerals in and under that portion of the said land which is shewn ~~hatched blue on~~ Plan Number 1 as are by The Manchester Ship Canal Acts and the Acts incorporated therewith respectively excepted out of conveyances of lands purchased by the Canal Company thereunder.

(b) All mines and minerals in and under the remainder of the said land together with full powers of working and getting the same.

Of liberty of entry on land conveyed.

(ii) Liberty for the Canal Company and their servants agents and workmen and all persons authorised by them from time to time and at all times hereafter to enter upon and use the strip of the said land which is coloured green on Plan Number 2 hereunto annexed lying alongside the slopes and banks of the Ship Canal for the purpose of erecting and using mooring posts

Of liberty to lay pipes.

Free passage of water and soil.

Habendum.

Grant of Liberties.

Right to use oil pipes.

and for inspecting maintaining and repairing the waterway and the said slopes and banks of the Ship Canal.

(iii) Liberty for the Canal Company and all companies and persons authorised by them to lay construct and maintain on or under the surface of the strip of land referred to in paragraph (ii) hereof and for ever hereafter to use pipes for the purpose of transmitting petroleum products through the said land to or from other lands and premises with liberty for the Canal Company their servants agents and workmen and all companies and persons authorised by them at all times to enter upon the said land for the purpose of laying constructing maintaining replacing and inspecting such pipes or any of them.

(iv) The free and uninterrupted passage and running of water and soil from the other lands of the Canal Company adjoining or near to the said land through the drains water-courses dykes and ditches which now are or at any time hereafter may be upon the said land.

3. TO HOLD the same (except and reserved as aforesaid) unto the Refineries Company in fee simple subject to (a) the exceptions and reservations contained in a Conveyance dated the thirty-first day of December One thousand nine hundred and twenty-eight and made between Clementina Churchill Park-Yates of the one part and the Canal Company of the other part and (b) a Grant of Easement dated the thirtieth day of September One thousand nine hundred and twenty and made between the Canal Company of the first part The Salt Union Limited of the second part and The Mersey Power Company Limited of the third part so far as the same respectively relate to or affect the said land and are still subsisting and capable of taking effect.

4. AND THIS DEED ALSO WITNESSETH that in further pursuance of the said agreement and for the consideration aforesaid the Canal Company as Beneficial Owners hereby grant and convey unto the Refineries Company and the Mortgagees at the request of the Canal Company as regards such of the liberties and privileges hereby granted as affect the lands comprised in the Mortgage of 1898 and according to their term and interest as Mortgagees hereby grant and convey unto the Refineries Company the following liberties and privileges for the Refineries Company videlicet:—

(a) The right and liberty (in common with the Canal Company and all companies and persons who have or may

hereafter have the like right) to use at the risk and cost in all respects of the Refineries Company and under the supervision and to the satisfaction of the Engineer for the time being of the Canal Company (hereinafter referred to as "the Engineer") the pipes which have been laid down by the Canal Company from their Oil Docks at Stanlow through a subway under the Manchester Ship Canal to a valve chamber which has been constructed by the Canal Company on the south side of the Ship Canal at the point marked "A" on the said Plan Number 1 for the purpose of transmitting crude petroleum and the products thereof which are from time to time permitted to pass along the Ship Canal (hereinafter together referred to as "petroleum products") through such pipes from or into vessels berthed in the said Oil Docks to or from the said valve chamber Provided always that the Canal Company shall not be responsible or accountable for any stoppage or delay in the exercise of the right and liberty conferred by this sub-clause which is due to accident or any cause beyond the control of the Canal Company.

Canal Company
not responsible
for stoppage due
to accident.

To construct
lines of pipes.

(b) The right and liberty at the cost of the Refineries Company in accordance with plans sections and specifications to be submitted to and approved by the Canal Company to lay construct maintain and use at the risk and cost in all respects of the Refineries Company and under the supervision and to the satisfaction of the Engineer such lines of pipes as they may reasonably require between the points marked "B" and "C" on the said Plan Number 1 and at the like risk and cost and under the like supervision and to the like satisfaction to use the pipes constructed by the Refineries Company or their predecessors in title under the provisions of a Conveyance dated the twenty-second day of September One thousand nine hundred and twenty and made between the Canal Company of the first part the Mortgagees of the second part and The British Mexican Petroleum Company Limited of the third part (all of which said pipes are hereinafter referred to as "the Refineries Company's pipes") for the purpose of conveying petroleum products through the lands of the Canal Company to or from the said land Provided that the Refineries Company's pipes shall if required by the Engineer be laid in a covered trough and that no unnecessary damage shall be done to the lands or property of the

To enter on Canal Company's lands.

To connect with Canal Company's railway.

To use road to be provided by Canal Company.

Covenants by Canal Company.

Canal Company and that the syphon of the River Gowy shall not be damaged or interfered with in any respect whatsoever.

(c) The right and liberty from time to time on giving to the Engineer forty-eight hours' previous notice to enter on the lands of the Canal Company so far as may be necessary for opening up the Refineries Company's pipes for the purpose of repairing the same as occasion may require causing no interference whatsoever with the said syphon of the River Gowy and doing no unnecessary damage to the lands or property of the Canal Company or to the said trough and forthwith making good all damage thereby occasioned to the satisfaction of the Engineer.

(d) The right and liberty in accordance with plans sections and specifications to be previously submitted to and approved of in writing by the Canal Company and to the satisfaction in all respects of the Engineer to have for the purposes of railway traffic to and from the said land a railway connection between any lines of railway which may hereafter be constructed by the Refineries Company upon the said land and any extension of the Canal Company's railway which may be constructed by the Canal Company as hereinafter mentioned Provided always that the Refineries Company shall at their own expense provide adequate siding accommodation on the said land for the reception discharging loading and forwarding of all railway traffic using the said railway connection.

(e) The right and liberty in common with the Canal Company and all companies and persons who have or may hereafter have the like right and subject to such rules and regulations as may from time to time be made by the Canal Company at all times by day or by night for all purposes with or without horses carts carriages or wagons and motor vehicles laden or unladen to go pass and repass to and from the said land over and along the road belonging to the Canal Company hereinafter referred to and any extension thereof which may be constructed by the Canal Company in pursuance of the provisions of Sub-clause (3) of Clause 6 hereof.

5. TO HOLD the said liberties and privileges unto the Refineries Company in fee simple.

6. THE Canal Company hereby covenant with the Refineries Company:—

(a) That the Canal Company will at their own cost subject to any delay that may be caused by strikes of workmen lock-outs state of war or other matters beyond their control—

To construct
line of railway.

(1) Forthwith proceed to construct an extension of the Canal Company's railway with a double line from the existing terminus to the point marked "D" on Plan Number 1 and with a single line from the point marked "D" to the point marked "E" on the said plan.

To extend rail-
way further
when required.

(2) When required by the Refineries Company so to do construct an extension of the said railway with a single line from the point marked "E" on Plan Number 1 so far along the southerly frontage of the said land as shall be necessary to enable the Refineries Company to have a convenient railway connection therewith pursuant to the provisions of Sub-clause (d) of Clause 4 hereof and at the request of the Refineries Company from time to time construct along such frontage such further extension of the Canal Company's railway whether in the form of a single or a double line as may be reasonably required for the working between the said land and the Canal Company's railway system of the railway traffic using the said railway connection.

To provide
road.

(3) Forthwith proceed to construct and form an extension of the Canal Company's existing road to the point marked "E" on Plan Number 1.

To extend road
further when
required.

(4) When required by the Refineries Company so to do construct an extension of the said road from the point marked "E" on Plan Number 1 so far along the southerly frontage of the said land as shall be necessary for the purpose of affording convenient access to the said land by means of the Canal Company's road Provided that in the event of it being decided with the consent of all interested parties to construct a new road in an easterly direction from the point marked "F" on the said plan connecting with any County road the Canal Company shall contemporaneously with the construction of the said new road provide free of cost to the Refineries Company an extension of their said road to the said point marked "F".

To construct
bridge.

(5) Forthwith for the purpose of carrying the aforesaid railway and roadway extensions construct and at all times

To grant
through rates.

To serve notice
on the Mersey
Power Company.

Canal Company
may divert
works.

thereafter maintain a bridge capable of carrying such railway and road extensions over the River Gowy.

(b) That the Canal Company will give the Refineries Company the benefit of through rates from time to time in force covering railway conveyance and Ship Canal tolls for and in respect of petroleum products forwarded from the said land and will deduct from such through rates payable by the Refineries Company or their consignees on each consignment the amount of Ship Canal tolls paid at import on such consignments by the Refineries Company.

(c) That the Canal Company will upon receipt of a request in writing from the Refineries Company to that effect forthwith serve a notice upon The Mersey Power Company Limited and The Salt Union Limited pursuant to Clause 2 (f) of the said Grant of Easement referred to in Clause 3 hereof requiring those companies within three calendar months of the receipt of such notice to alter or change the position of the whole or any part of that portion of their cables which passes through the said land to a position situate within the strip of land coloured green on the said Plan Number 2 or in such other part of the said land as the Refineries Company shall determine.

7. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY DECLARED that notwithstanding anything herein contained (i) the Canal Company and all companies and persons authorised by them may if and whenever they think fit construct repair and maintain over and across the Refineries Company's pipes referred to in Clause 4 (b) hereof such lines of pipes lines of cables lines of railway roads and works as they may from time to time think fit and they may also work and use and authorise the use of such lines of pipes lines of cables lines of railway roads and other works in such manner in all respects as they may from time to time think proper (ii) the Canal Company may if and whenever they think fit at their own expense from time to time divert alter or change the position situation or direction of the Refineries Company's pipes or the Canal Company's railway and road or the extensions thereof referred to in Clause 6 (a) hereof in such manner in all respects as they may from time to time think proper but such diverted altered or changed works shall afford as reasonably good facilities for the enjoyment of the liberties hereby granted to the Refineries Company as the works for

which they were respectively substituted and the Refineries Company may continue to enjoy the liberties by means of such diverted altered or changed works and the Canal Company shall not in effecting any such diversion alteration or change as aforesaid unreasonably disturb or interfere with the trade or business carried on by the Refineries Company upon the said land but will forthwith before commencing any such diversion alteration or change provide as reasonably good facilities for the enjoyment of the liberties by the Refineries Company as they enjoy by means of the works for which they are to be substituted PROVIDED ALWAYS that in the exercise of the foregoing liberties and powers the Canal Company their servants agents and workmen and companies and persons authorised by them shall use every reasonable precaution not to cause damage to or unreasonably interfere with the pipes works buildings or operations of the Refineries Company nor unreasonably interfere with the Refineries Company's rights nor do any unnecessary damage but will make good the same at the Canal Company's expense and that before exercising the said liberties and powers the Canal Company will give one calendar month's notice in writing to the Refineries Company.

8. THE Refineries Company with the intent of binding themselves their successors and assigns hereby covenant with the Canal Company:—

(1) When required so to do by the Canal Company to fence off the said land from the adjoining lands on the southerly side thereof to the satisfaction of the Canal Company and provide in such fences to the like satisfaction suitable gates opening outwards and inwards such gates when opened over any line of railway to leave a space of fifteen feet clear measured square to the line of railway and to the like satisfaction maintain such fences and gates in good repair and condition and renew the same when necessary and in default thereof the Canal Company may erect such fences and gates and execute repairs or renewals at the expense of the Refineries Company who shall from time to time on demand repay to the Canal Company any moneys expended by them for the aforesaid purposes.

(2) To maintain and keep the Refineries Company's pipes in good and substantial repair and condition to the satisfaction of the Engineer and renew and replace the same when and as required by him and in default thereof it shall be lawful for the

Covenants by
Refineries
Company.

To fence.

To maintain
pipes.

To construct oil tanks, etc.

To pay for steam and power.

To commence business without unreasonable delay.

To pay proportion of cost of maintenance of road.

Canal Company to effect such repairs and renewals at the expense of the Refineries Company who shall on demand pay to the Canal Company the costs and expenses of and incidental to such repairs and renewals.

(3) For the purpose of receiving or storing petroleum products to be imported by means of the Ship Canal to proceed at such time or times as the Refineries Company shall think fit to erect construct and complete in all respects and in a substantial and workmanlike manner such oil tanks buildings railways roads and other equipment on the said land as the Refineries Company shall deem necessary for the conduct of their business and also protective works of such character and dimensions as will in all respects be sufficient to provide against the escape of petroleum products from the said land or from any tanks or buildings erected thereon such protective works to be constructed in a manner and position to be previously approved of in writing by the Engineer and also to provide adequate fire prevention and fire extinguishing appliances.

(4) To pay to the Canal Company their charges from time to time in force for all steam or other power used by the Refineries Company for the purpose of discharging petroleum products out of vessels moored in the said Oil Docks and transmitting such petroleum products to the said land and also for all steam which may be necessary to liquefy any such petroleum products for the purpose of discharging and transmitting them as before mentioned.

(5) To commence business upon the said land without any unreasonable delay after the works which the Canal Company and the Refineries Company have respectively covenanted to construct or provide are completed.

(6) To pay to the Canal Company from time to time a proportionate part of the cost of maintaining the surface of the Canal Company's road (including any extension thereof which may be constructed or provided pursuant to the provisions hereinbefore contained but not the structure of the bridge which the Canal Company are to construct over the River Gowy) from the said point marked "E" on Plan Number 1 or from any other point which shall for the time being form the easterly terminus thereof to the point where the said road meets the public road to Ellesmere Port according to the user thereof from time to

see.

To pay cost of railway connection.

X |

time by the Refineries Company and any other persons or companies such proportion in case of difference to be ascertained and certified by the Engineer whose decision shall be final and binding.

(7) To pay to the Canal Company the cost of constructing and maintaining the railway connection referred to in sub-clause (d) of Clause 4 hereof such cost to include fifteen per centum for engineering and establishment charges.

To indemnify Canal Company.

(8) To keep the Canal Company indemnified against all losses costs charges damages or expenses of every description and howsoever occurring which may be sustained or incurred by reason or in consequence of the construction maintenance or user of the Refineries Company's pipes and/or the exercise of the liberties and privileges mentioned or referred to in this Conveyance.

To make good damage.

(9) To make good and repair all damage done to the Ship Canal slope banks and works due to or occasioned by the acts or operations of the Refineries Company or their servants agents or workmen.

To pay tolls, and to furnish declarations, etc.

(10) To pay or cause to be paid to the Canal Company the Canal Company's tolls rates and charges from time to time in force on all petroleum products and other cargo imported or exported by the Refineries Company by means of the Ship Canal or passing along or over the Ship Canal and/or the Bridgewater Canal or the railways belonging to the Canal Company and in connection with such tolls rates and charges to furnish the Canal Company with all declarations statements accounts and information necessary to enable proper and correct accounts to be prepared with liberty to compare the same at all reasonable times with the books of the Refineries Company.

As to building, etc.

(11) Not to erect or build upon the said land any erection or building within a distance of twenty yards from the top of the existing slope of the bank of the Ship Canal which erection or building will when finished with its contents be of a greater weight or create a greater pressure per square foot than one ton unless the foundations of such building shall be carried down to the underlying hard clay and not to do any act or thing or permit any act or thing to be done which will render the existing slope of the bank of the Ship Canal liable to greater wear and tear than at the present date.

Not to use land except for traffic using Ship Canal.

Not to erect dwellinghouses.

Not to discharge objectionable matter.

As to re-purchase.

(12) Not without the Canal Company's written consent to use the said land or any building or erection for the time being thereon for any trade or business that does not necessitate the importing and exporting or either of them of petroleum products by means of the Ship Canal,

(13) Not to erect or build or cause to be erected or built upon the said land any messuage or dwellinghouse except messuages or dwellinghouses for the use and occupation of a manager foreman or watchman or any other persons employed in or about the business carried on upon the said land.

(14) Not to turn or discharge any refuse or other matter or effluent which the Canal Company may consider to be objectionable or injurious matter or effluent from the said land or any erections or buildings for the time being erected thereon in any direction or place such refuse or other objectionable or injurious matter or effluent in any position so that it may in time of flood or from any other cause flow into the Ship Canal or any water-course or drain.

9. PROVIDED ALWAYS AND IT IS HEREBY AGREED that if at any time during the lives of the issue now living of His late Majesty King George V or the survivors and survivor of them and twenty-one years after the death of such last survivor of them or within any further period of time within which this present power or condition may lawfully be given or exercised the Refineries Company shall fail for a consecutive period of twelve calendar months after they shall have commenced business on the said land to import petroleum products by means of the Ship Canal or to use the said land for purposes ancillary to or in connection with the business carried on on the adjoining land of the Refineries Company to which petroleum products are being imported then and in such case the Canal Company shall have the option to be exercised within sixty days after the expiration of any such consecutive period of twelve calendar months of purchasing the said land and the said liberties and privileges for the sum of One Hundred and Nineteen Thousand Three Hundred and Fifty Pounds Ten Shillings and of acquiring at a price which in default of agreement shall be ascertained by arbitration as hereinafter provided the erections and buildings then erected upon the said land and upon payment by the Canal Company to the Refineries Company of the aforesaid moneys

Refineries
Company to
offer land to
Canal Company
before selling
same.

the Refineries Company and all other necessary parties will execute and do all such assurances acts and things as may be reasonably required for the purpose of vesting the said land liberties privileges erections and buildings in the Canal Company.

10. PROVIDED ALSO AND IT IS HEREBY AGREED that if at any time during the lives of the issue now living of His late Majesty King George V or the survivors and survivor of them and twenty-one years after the death of such last survivor of them or within any further period of time within which this present power or condition may lawfully be given or exercised the Refineries Company shall decide to sell any portion of the said land the Refineries Company shall before offering such land or any part thereof to any other person or company offer the same in writing to the Canal Company at the cost price thereof and the Canal Company shall have fourteen days after such offer within which to accept the same and the Refineries Company shall not sell or agree to sell the said land or any part thereof without first offering the same to the Canal Company as aforesaid and unless the said offer shall be declined or not accepted within the time aforesaid PROVIDED ALWAYS that if there shall be any erections or buildings on the portions of the said land which the Refineries Company shall decide to sell and which the Canal Company shall decide to purchase under the provisions of this clause such erections and buildings shall be purchased by the Canal Company at a price which in default of agreement shall be settled by arbitration PROVIDED ALSO that an amalgamation by the Refineries Company with a bona fide company carrying on a similar business or a sale of the said land and the erections and buildings thereon to a bona fide company carrying on a similar business shall not be deemed to be a sale by the Refineries Company within the meaning of this clause so as to compel the Refineries Company before such amalgamation or sale to offer the said land to the Canal Company at cost price.

Arbitration.

11. IF at any time hereafter any dispute doubt or question shall arise between the Canal Company and the Refineries Company (the settlement whereof is not otherwise provided for) touching the construction meaning or effect of these presents or any clause matter or thing herein contained or their respective rights or liabilities under these presents or otherwise in relation thereto then every such dispute doubt or question shall be referred to arbitration in accordance with the provisions of the Arbitration Acts 1889 to 1934 or any

Acknowledgment
for production
of deeds by
Canal Company.

Marginal notes.

statutory modification or re-enactment of the same for the time being in force PROVIDED ALWAYS that this clause shall not in any manner abridge any of the rights and powers hereinbefore given to the Canal Company or enable any matter to be submitted to arbitration which under the provisions hereinbefore contained would be subject to the absolute control approval or direction of the Canal Company or the Engineer.

12. (a) The Canal Company hereby acknowledge the right of the Refineries Company to production of the deeds and documents specified in the Schedule hereto and to delivery of copies thereof and hereby undertake for safe custody thereof.

(b) The Mortgagees hereby acknowledge the right of the Refineries Company to production of the Mortgage of 1898 (which is retained by the Mortgagees) and to delivery of copies thereof.

13. IT IS HEREBY DECLARED that the marginal notes to these presents are for reference only and shall not affect the construction hereof.

THE SCHEDULE.

14th January 1892.—CONVEYANCE: Edmund Waldegrave Park-Yates (1) Clementina Churchill Park-Yates (2) Paget Peplow Mosley and Alexander Milne Dunlop (3) The Manchester Ship Canal Company (4).

31st December 1928.—CONVEYANCE: Clementina Churchill Park-Yates (1) The Manchester Ship Canal Company (2).

27th February 1929.—OFFICIAL CERTIFICATE OF SEARCH under the Land Charges Act 1925 in the London Land Charges Registry against Clementina Churchill Park-Yates.

31st December 1933.—RELEASE: Clementina Churchill Park-Yates (1) The Manchester Ship Canal Company (2).

2nd March 1937.—DUPLICATE RECEIPTED NOTICE from The Manchester Ship Canal Company to Edward Wynne Griffith of intention to redeem rent charge.

19th October 1937.—OFFICIAL CERTIFICATE OF SEARCH under Land Charges Act 1925 in the London Land Charges Registry against Clementina Churchill Park-Yates, Edward Wynne Griffith, Edward Gilbert Edmund Griffith, Humphrey Wynne Griffith and Charles Thomas Ockleston.

21st October 1937.—RELEASE: Edward Gilbert Edmund Griffith, Humphrey Wynne Griffith and Charles Thomas Ockleston (1) The Manchester Ship Canal Company (2).

3rd November 1937.—ACKNOWLEDGMENT under the hands of Edward Gilbert Edmund Griffith, Humphrey Wynne Griffith and Charles Thomas Ockleston.

IN WITNESS whereof the Canal Company the Mortgagees and the Refineries Company have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The Common Seal of The Manchester Ship Canal Company was hereunto affixed in the presence of

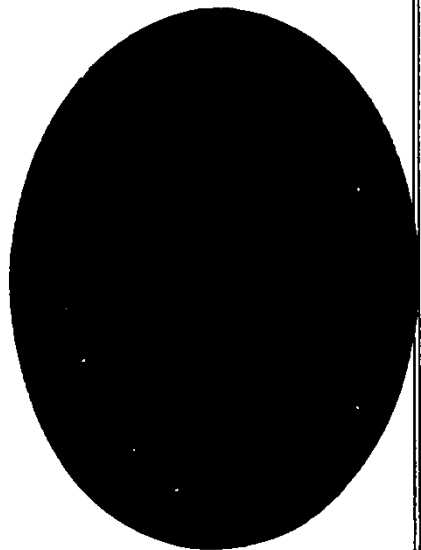
J. West.
Harold Bacon. } Directors.
W. K. S. S. S. Secretary.

The Common Seal of Williams Deacon's Bank Limited was hereunto affixed in the presence of

George P. Deacon. Director.
Alan Deacon. Secretary.

The Common Seal of Shell Refineries Limited was hereunto affixed in the presence of

[Signature] } Directors.
R. P. Brown. }
[Signature] Secretary.



W.T.V.D.
94.
C.M.

(3)

(18)

C18
HL 483757

Stockhausen

33

294

M/SO
R/S

Dated 6th July

1938.

(45)

483757

0598
Dec 1938

THE MANCHESTER SHIP CANAL COMPANY
AND ANOTHER
— TO —
SHELL REFINERIES LIMITED.

Land Registry
Official Copy
This copy may not be the same
size as the original.

Conveyance

— OF —

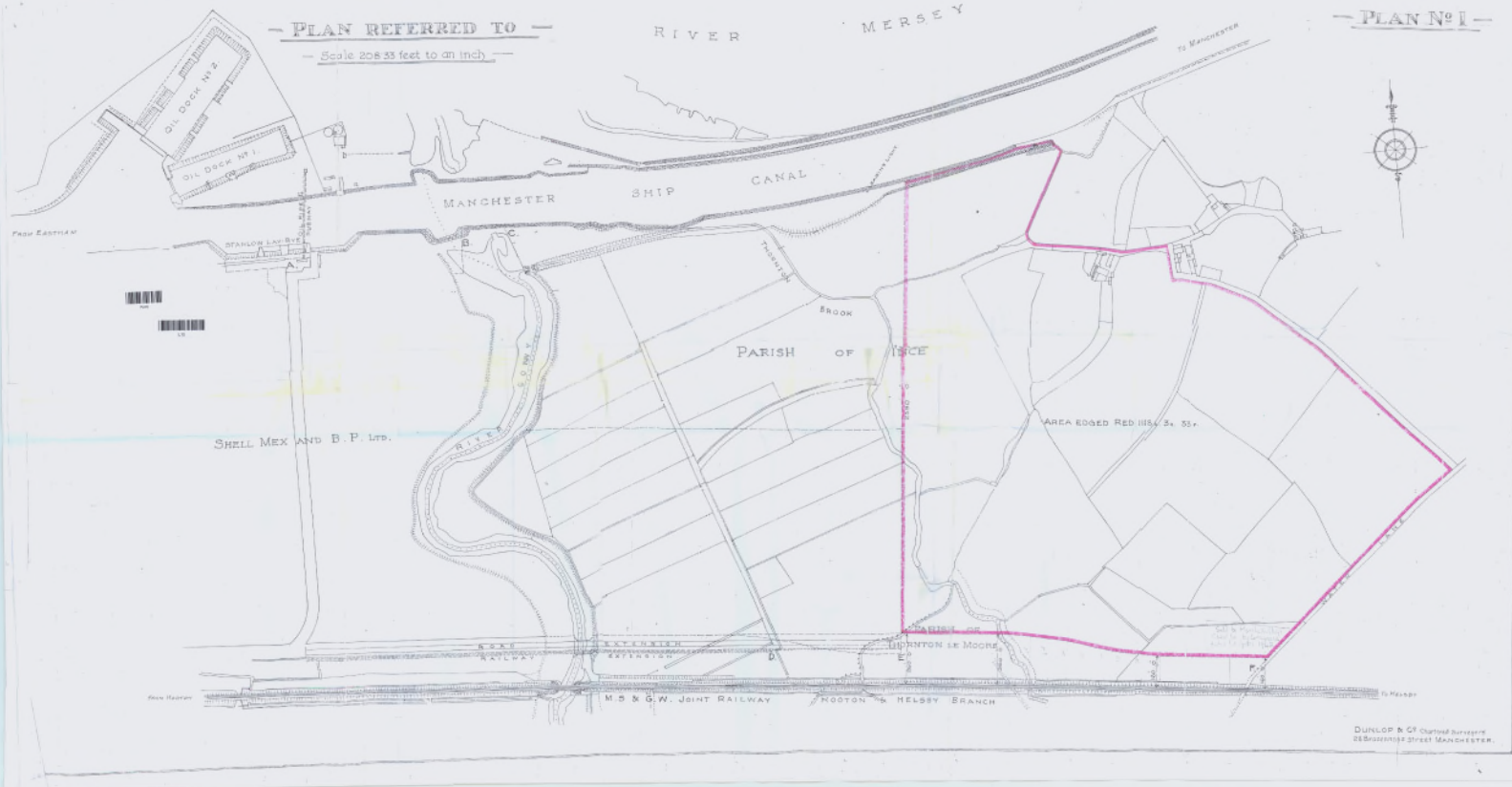
land at Ince and Thornton-le-Moors, Chester,
containing 118.957 acres.

367

— PLAN REFERRED TO —

— Scale 208 33 feet to an inch —

— PLAN No 1 —



DUNLOP & CO. Civil Engineers
28 Broad Street MANCHESTER.

This official copy is complete without the preceding sheet page.

THE PLAN REFERRED TO.

PLAN No 2.

ESTUARY OF THE RIVER MERSEY

FROM EASTHAM

To MANCHESTER

MANCHESTER SHIP CANAL

RIVER DONY

THORNTON BRIDGE



SCALE 100 FEET TO AN INCH

DRAWN BY A COMPANY OF SURVEYORS
28 BRIDGE STREET, MANCHESTER

This official map is incomplete without the preceding sheet page.

DATED 31 JULY 2011

- (1) SHELL U.K. LIMITED
- (2) SHELL CHEMICALS U.K. LIMITED
- (3) PEEL LAND AND PROPERTY (PORTS) LIMITED
- (4) THE MANCHESTER SHIP CANAL COMPANY LIMITED

DEED OF RELEASE AND CONFIRMATION

THIS DEED OF RELEASE AND CONFIRMATION is made by way of deed on **31 JULY** 2011 between:

- (1) **SHELL U.K. LIMITED** whose registered office is at Shell Centre, London, SE1 7NA (Company Registration Number 00140141) ("**SUKL**");
- (2) **SHELL CHEMICALS U.K. LIMITED** whose registered office is at Shell Centre, London, SE1 7NA (Company Registration Number 00407234) ("**SCUK**");
- (3) **PEEL LAND AND PROPERTY (PORTS) LIMITED** whose registered office is at Peel Dome, The Trafford Centre, Manchester, Lancashire, M17 8PL (Company Registration Number (05892787)) ("**Peel**"); and
- (4) **THE MANCHESTER SHIP CANAL COMPANY LIMITED** whose registered office is at Maritime Centre, Port of Liverpool, Liverpool, Merseyside, L21 1LA (Company Registration Number 7438096) ("**MSCC**");

WHEREAS:

- (A) MSCC (formerly known as The Manchester Ship Canal Company) and SUKL (formerly known as Shell Refining and Marketing Company Limited) entered into an agreement dated 21 November 1942 (as varied and supplemented from time to time) relating to use of a road at the Stanlow Refinery, Ellesmere Port (the "**Agreement**").
- (B) SUKL has agreed to sell, or procure the sale of certain assets to Essar Oil U.K. Limited ("**Essar**") and Essar has agreed to purchase and pay for, or procure the purchase of and the payment for, the assets subject to certain terms and conditions (the "**Transaction**").
- (C) As part of the Transaction Peel has agreed to release certain of the restrictions contained within the Agreement and confirm the right for the Stanlow Refinery (as defined below) to use the Peel Section of Road.
- (D) This Deed is supplemental to the Agreement.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed the following expressions shall have the following meanings:

"**Peel Section of Road**" means as at the date hereof the section of oil sites road from the west bank of the Gowy to Ellesmere Port comprised within title number CH551499;

"**Shell Section of Road**" means as at the date hereof the section of oil sites road from Peels Section of Road east to Ince Roundabout comprised within title number CH483757; and

"Stanlow Refinery" means the Stanlow refinery site shown edged red on Plan 1 and Plan 2.

2. **RELEASE**

In consideration of the sum of one peppercorn, receipt of which is hereby acknowledged by MSCC and Peel, MSCC, Peel and SUKL agree to release each other from the restrictions and obligations contained within clause 3 of the Agreement and confirm from the date hereof that clause 3 of the Agreement shall be no longer enforceable and have no further effect.

3. **CONFIRMATION**

Notwithstanding the release contained within Clause 2 of this Deed:-

- 3.1 MSCC and Peel each confirms that from the date hereof the Stanlow Refinery shall continue to enjoy the right to use the Peel Section of Road with or without vehicles for the purpose of obtaining access to and egress from the Stanlow Refinery.
- 3.2 SUKL and SCUUK confirms that from the date hereof Peel and MSCC's rights in Clause 1 and 2 of the Agreement are unaffected.

4. **REGISTRATION**

MSCC and Peel covenant with SUKL and SCUUK that they shall within 5 working days of the date of this Deed submit an application to the Land Registry (together with any fees payable) requesting the registration of this Deed against title numbers CH551499 and CH483757.

5. **FURTHER ASSURANCE**

MSCC, Peel, SUKL and SCUUK agree that they will (at the request of the party requesting such further assurance) do all things and execute all documents as may reasonably be necessary to give effect to this release and confirmation.

6. **THIRD PARTY RIGHTS**

A person who is a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of any person which exists or is available apart from that Act.

7. **GOVERNING LAW**

This Deed is governed by English law.

8. **JURISDICTION**

The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising from or in connection with this Deed, or a dispute regarding the existence, validity or termination

of this Deed) and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

THIS DEED has been executed as a deed by the parties and is hereby delivered on the date specified above.

Signed as a deed by)
)
as attorney for **SHELL U.K.**)
LIMITED in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

Signed as a deed by)
)
as attorney for **SHELL CHEMICALS**)
U.K. LIMITED in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed by)
PEEL LAND AND PROPERTY)
(PORTS) LIMITED)

[Signature] Signature of Director

STEVEN WASSMAN Name of Director

in the presence of:

[Signature] Signature of witness

CHRISTOPHER ANDREWS Name of witness

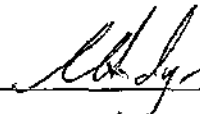
9 KENMORE DR. Address of witness

ALZINHAM

CRESHKE WAISON

ASSET MANAGEMENT Occupation of witness

Executed as a deed by)
THE MANCHESTER SHIP CANAL)
COMPANY LIMITED)

 Signature of Director
GARY Hooson Name of Director

in the presence of:

 Signature of witness

Christopher Parkinton Name of witness

Orabouers Chaffe Street Address of witness

Liverpool

L2 3YL

Builder Occupation of witness

**Sublease
Title Number: MS680708**

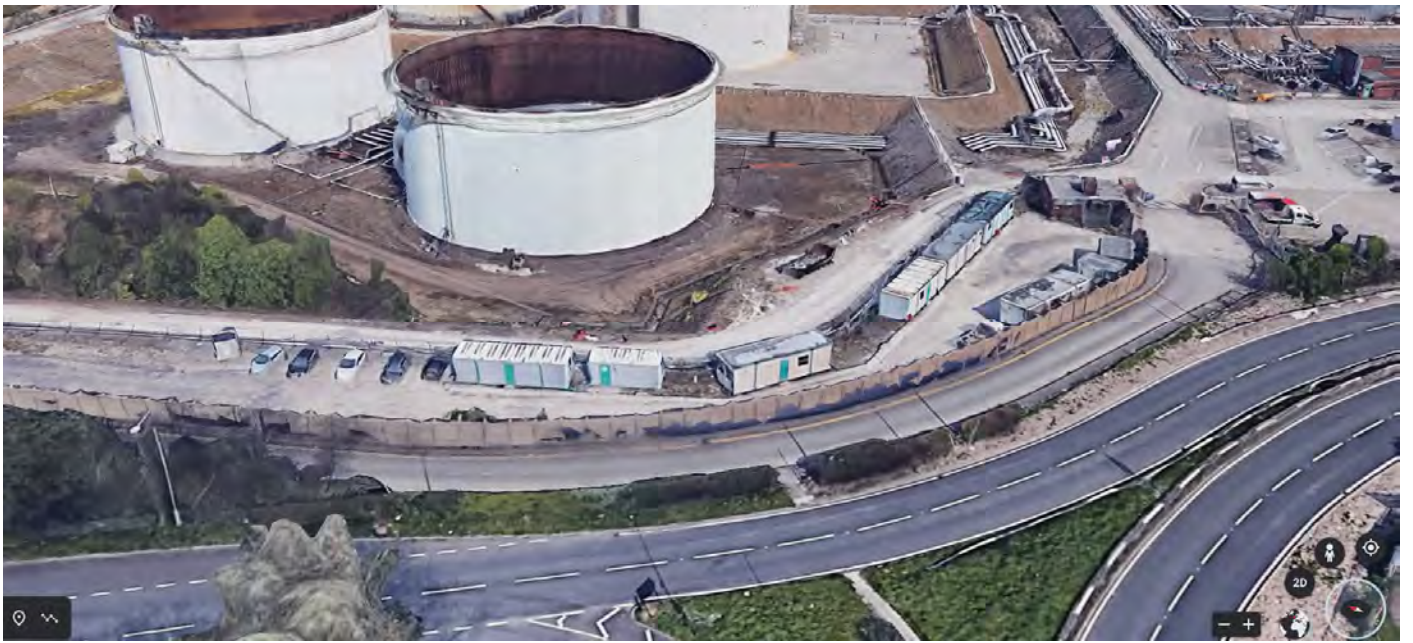


Tranmere Oil Terminal Birkenhead





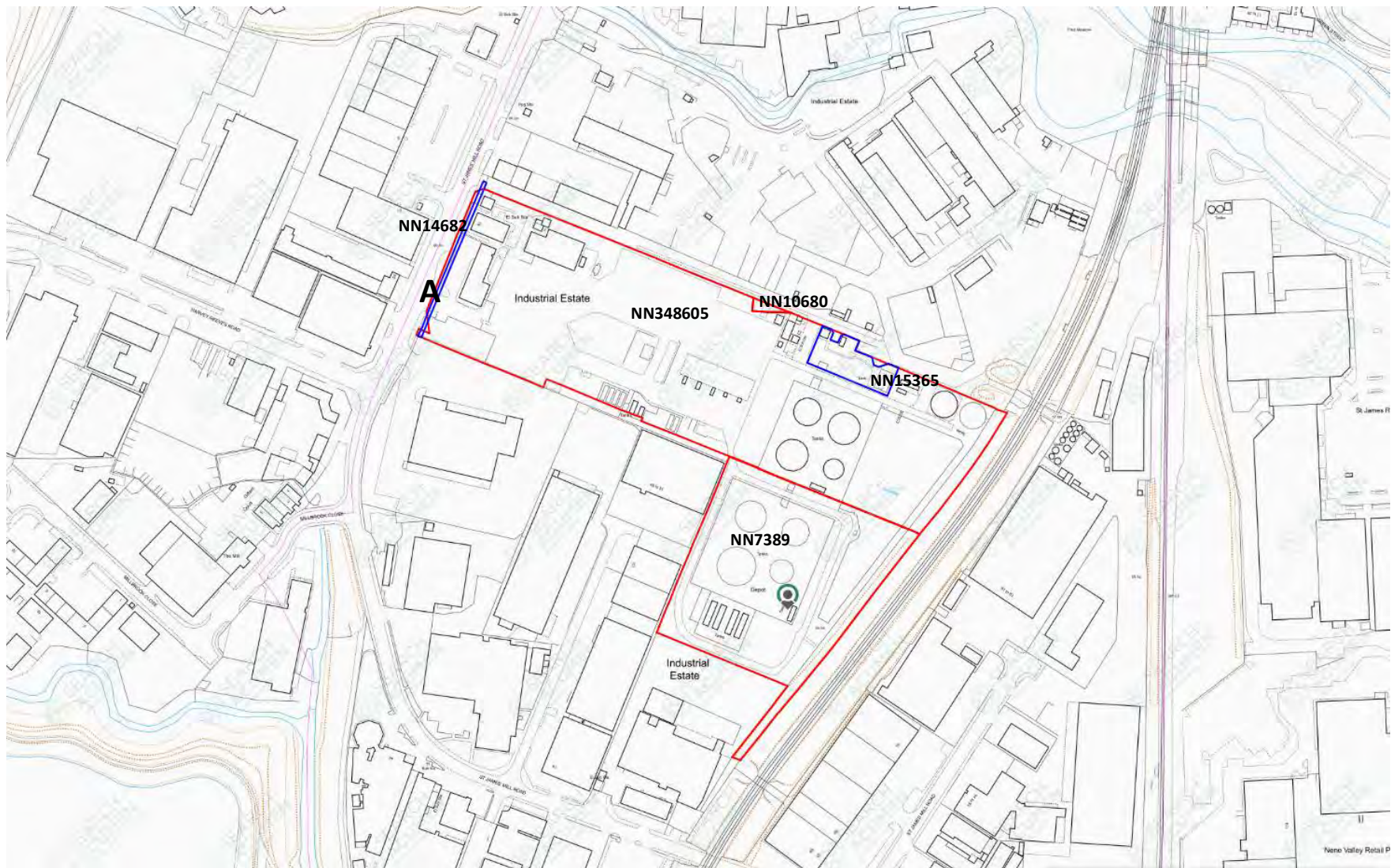












Northampton Fuel Terminal
25 St James Mill Road, Northampton NN5 5JN









Kingsbury Complex

**Warwickshire
Oil Storage
Limited
(WK451875)**

**Valero Logistics
UK Limited
(WK471878)**

**BP Oil UK
Limited
(WK395431)**

**United
Kingdom Oil
Pipelines
Limited
(WK468465)**

**Essar
Midlands
Limited
(WK490322)**

**Shell U.K.
Limited and
Essar
Midlands
Limited
(WK355176)**

**Shell U.K.
Limited and
Essar
Midlands
Limited
(WK459156)**





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.”

Article count **off**

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Jersey | Local News

Just Stop Oil: Valero Energy granted injunction restricting protests

By Doug Faulkner
BBC News

🕒 14 hours ago

UK climate change protests



PA MEDIA

An oil firm has been granted a High Court injunction aimed at restricting environmental protesters from targeting its fuel processing sites.

Valero Energy has secured the order against several environmental groups and "persons unknown".

It bans anyone from damaging the land at its sites or "affixing themselves to any other person or object".

The firm's Warwickshire terminal has been the site of recent protests, **with 32 arrests made over the weekend.**

Activists from the group Just Stop Oil have tried to obstruct access to Valero's Kingsbury oil terminal since a series of nationwide protests started on 1 April.

- **Why protesters are tying themselves to goalposts**

Valero also operates a refinery in Pembrokeshire, south Wales, and five other fuel terminals across the UK.

Campaigners, including some from Extinction Rebellion, have carried out protests at other sites including in Birmingham, London, Southampton and Hemel Hempstead.

Following a hearing on Monday, Mr Justice Bennathan made the injunction in terms which ban people from damaging any part of the land at the firm's sites or access roads, from building any structure and from tunnelling under roads or occupying existing tunnels.

The order, the details of which were made public on Wednesday, also prohibits abandoning vehicles or other items on parts of Valero's sites' access roads.

But the judge refused to widen the injunction to include blocking, endangering, slowing down, preventing, or obstructing the free passage of traffic on the access roads, and refusing to leave the roads when asked by police.

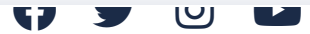
In his ruling Mr Justice Bennathan said: "The order I made forbids various acts of trespass, including the blocking of gates on Valero's premises, and forbids acts of obstructing certain specified roadways, including public highways, in various semi-permanent ways. It does so for all seven sites."

He said he was satisfied Valero would have a strong basis for action over trespass or private and public nuisance on the basis of protests which had already taken place but that due to the sums involved in the oil industry, and the "impracticality of obtaining damages on that scale from a diverse group of protesters", damages would not be an adequate remedy.

The judge added that trespassing on the sites could lead to "highly dangerous outcomes" given the flammable nature of the materials on site and that obstruction of roads could cause serious damage for critical infrastructure, as "emergency services, hospitals and other key parts of society depend on oil based fuels".

The injunction will be reconsidered at a hearing next January to determine if it is still necessary.

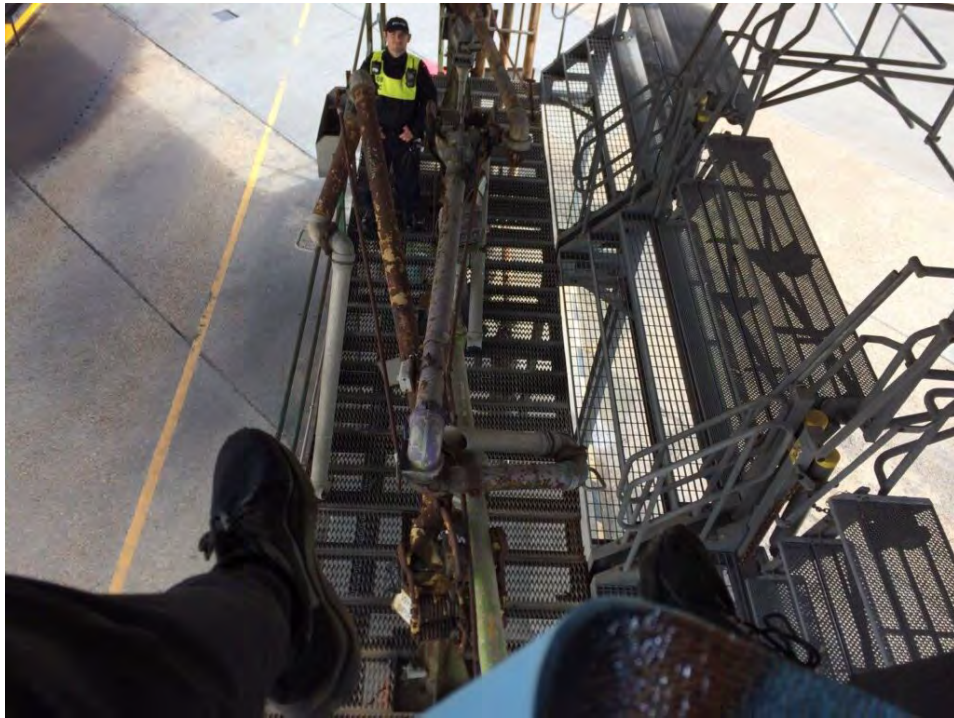
Similar injunctions were put in place to **stop protests by the group Insulate Britain** after its activists blocked parts of the M25 last year.



Just Stop Oil

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Breaking: Just Stop Oil supporters disrupt two oil terminals



Supporters of Just Stop Oil have disrupted oil supplies from two oil terminals in Essex, in support of their demand that the UK government end new oil and gas projects in the UK.

At around 8am today, 20 people sat down in the road at a roundabout near the Purfleet Oil Terminal and climbed on top of a tanker, stopping it from moving.

This was followed at 1pm by a further action at the Inter Terminal in Grays, Essex where 12 young people swarmed into the facility, climbed onto the loading bay pipework and locked

on. At the same time a further 20 people entered the Navigator Terminal in Thurrock.

It is expected that this morning's actions will continue to significantly impact fuel availability at petrol pumps across the South East.

Since April 1st when supporters of Just Stop Oil first began blocking oil terminals there have been 915 arrests. The supporters of Just Stop Oil will continue the disruption until the government makes a statement that it will end new oil and gas projects in the UK.

Louis McKechnie, 21 from Weymouth said:

"I hate disrupting people's lives at Easter, if there was another way I would be taking it. My generation has been utterly betrayed by the government and now, by the opposition."

"The reality we face if we do not stop oil is that we will be fighting for food when the crops fail. There will be no NHS, no schools, no emergency services – everything we take for granted will fall apart. Look at Ukraine. That's how it will be."

"Our politicians are betraying us with every new oil and gas field they allow and there is no effective opposition to them. This corruption has to stop and until we have a statement from the government that it will end new oil and gas, the disruption will continue."

Miranda Whelehan, 21, a student from Brighton said:

"Trust in the science. Science tells us no new oil if we want a liveable future. No more. That's it. So when our government fails to do what is necessary to protect us, we have no choice but to do it ourselves. If we are to have a future, we must just stop oil."

"More than that, oil is devastating people's lives in the UK right now. How can we solve a cost of living crisis powered by the high cost of oil with more oil? It doesn't make any logical

sense, the only answer is that our government values big business above its own people. We must stop oil and transition to green energy and energy efficiency now. It's a no brainer.

There's no time left. We must act"

Zac, 15 from Norfolk said:

"When will the government get a grip and just stop oil? Whilst Boris Johnson and Rishi Sunak were breaking the covid rules at their parties in 2020 I was following the rules and sitting at home terrified about the future I face. I am taking action with Just Stop Oil to shake up our government into action. I am fighting for my future, and yours, and that of everyone you know and love. We have no future with fossil fuels"

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty now, and who are outraged at yet another betrayal by this continuing dependence on oil and gas, to step up and take action. Join our daily zoom calls at 7pm. It's 2022 and the time to stand by has passed.

ENDS

Press contact: 07762 987334

Email: juststopoilpress@protonmail.com

High quality photos and video footage available here:

<https://drive.google.com/drive/folders/1Dgcuv5vJzfdSrdpX6HJEaayoidc08xy?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>

April 13, 2022 by [JSO Press](#) Press

 You may also like...



[A Statement from the Just Stop Oil Coalition](#)

[Just Stop Oil supporter glues on during interview at LBC studio](#)

[Statement on Easter fuel shortages](#)

[Just Stop Oil | Privacy Policy](#)



Just Stop Oil © 2022



[New order to halt Just Stop Oil Kingsbury protests as arrests near 200](#)

birminghammail.co.uk

April 13, 2022 Wednesday 8:32 PM GMT

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Section: BLACK COUNTRY; Version:1

Length: 689 words

Byline: By, Jamie Brassington

Highlight: A fence was scaled and tunnel dug, which contributed to fuel shortages at some Midland forecourts

Body

A **new** injunction has been granted in a bid to **stop** eco-campaigners targeting a Midland **oil** depot after police made nearly 200 **arrests**. The **order** was approved by the High Court after activists tunneled into the **Kingsbury** depot, near Tamworth, **as** part of a nationwide series of **protests** which prompted petrol shortages in some areas.

Over the past month, protestors scaled a fence at the site and dug a tunnel underneath a major access route. Warwickshire Police has made more than 180 **arrests**.

Valero Energy, which operates the terminal and five others across the country, was granted the injunction against a number of environmental groups and "persons unknown". The firm also operates Pembroke refinery in Pembrokeshire, South Wales.

READ MORE: Wolverhampton takeaway staff 'didn't wash hands after touching raw meat' **as** shop rated zero

There were 34 **arrests** last weekend at **Kingsbury**, when protestors tunneled underground. It followed a wave of similar demonstrations across the country by **Just Stop Oil**, a group of climate change activists affiliated with Extinction Rebellion, which saw hundreds of protestors **arrested** amid major disruption.

Valero also owns and operates sites in Manchester, Cardiff, Plymouth and Avonmouth. Following a hearing, Mr Justice Bennathan made the injunction in terms which ban 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.

The injunction also prohibits abandoning vehicles or other items on parts of the sites' access roads, **as** well **as** tunnelling under the roads or occupying existing tunnels. The judge refused to widen the injunction to include

New order to halt Just Stop Oil Kingsbury protests as arrests near 200

blocking, endangering, slowing down, preventing, or obstructing the free passage of traffic on the access roads, and refusing to leave the roads when asked by police.

The injunction replaces an earlier High Court order granted on March 21 in similar terms. It is designed to prevent protests in connection with the groups Just Stop Oil, Insulate Britain, Extinction Rebellion and Youth Climate Swarm, as well as anyone else who may carry out similar activities at the sites, and anyone found to be in breach of the injunction may be found in contempt of court and face a possible prison sentence.

In a ruling explaining his reasons for granting the injunction, Mr Justice Bennathan said: "The order I made forbids various acts of trespass, including the blocking of gates on Valero's premises, and forbids acts of obstructing certain specified roadways, including public highways, in various semi-permanent ways. It does so for all seven sites. I made that order having been satisfied that: were the underlying claims ever to reach trial, Valero has a strong basis for an action for trespass and private and public nuisance on the basis of the protests that have already occurred on one site and are threatened for others.

"Given the sort of sums involved in the oil industry and the impracticality of obtaining damages on that scale from a diverse group of protesters, some of whom may have no assets, damages would obviously not be an adequate remedy. There is a strong possibility that the defendants will imminently act to infringe the claimants' rights, given they have already done so on one site and have promised -if that is the right word -that similar actions will continue on sites such as Valero's other premises.

"The harm caused by the activities I have sought to prevent by the terms of the injunction would amount to 'grave and irreparable' harm in that trespassing on the sites could lead to highly dangerous outcomes given the highly flammable or even explosive nature of the materials being handled. Semi-permanent obstruction of the roads could also lead to a different type of very serious damage, in that many of the sites are part of the Critical National Infrastructure and numerous businesses, emergency services, hospitals and other key parts of society depend on oil based fuels."

The injunction will be reconsidered at a hearing next January.

Load-Date: April 13, 2022

End of Document

'Biggest offenders': Extinction Rebellion infiltrates Shell headquarters on day of action

'Biggest offenders': Extinction Rebellion infiltrates Shell headquarters on day of action

The Independent (United Kingdom)

April 13, 2022 Wednesday 8:49 PM GMT

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The  INDEPENDENT

Section: NEWS,CLIMATE; Version:1

Length: 1347 words

Byline: Saphora Smith

Highlight: 'There's a better way of life out there where we don't have to burn fossil fuels' says one activist

Body

A handful of mainly middle-aged climate activists, some wearing suits, gathered on London's South Bank on Wednesday to infiltrate the headquarters of oil giant **Shell**.

They came united in fear for the future as global warming puts humanity on what the [head of the United Nations](#) has described as "a fast track to climate disaster".

"It's absolutely heart-breaking to think that they're inheriting a world that has potentially just been ruined by greed and a willingness not to change," Andy Smith, an art teacher, said of his four nieces. "That's the key motivation."

Hours later, Mr Smith and his colleagues had entered **Shell's** London headquarters, and some had managed to glue themselves to the reception desk, having asked to speak to human resources. The action on Wednesday, organised by environmental group [Extinction Rebellion](#), was focused on getting the attention of **Shell** employees, whom they hoped to convince to "jump ship".

But it was not the only [action taking place in the capital](#). A short way across the city, scientists had glued themselves to a government department to call for an end to all new oil and gas. And earlier, on the outskirts of London, climate activists with the [Just Stop Oil campaign](#) had occupied an oil tanker.

The demonstrations come during a week of mass action by [Extinction Rebellion](#) (XR) while the Just Stop Oil coalition has been disrupting oil infrastructure since 1 April. On Monday, XR activists blocked the entrance to Lloyd's of London in protest over the insurance sector's backing of the fossil fuel industry.

"We've got so little time," said Bernard Kelly, a frontline NHS worker, explaining why he was taking part in the action against **Shell** on Wednesday. "We should have stopped fossil fuels already."

The activists' concerns are rooted in science. The demonstrations follow [the publication of the latest chapter of a landmark climate report](#) by the UN's International Panel on Climate Change last week, which warned that global greenhouse gas emissions need to peak by 2025 at the latest to avert a "catastrophic" temperature rise. The

'Biggest offenders': Extinction Rebellion infiltrates Shell headquarters on day of action

International Energy Agency has also warned that there should be no new fossil fuel exploration for the world to stay on the path to net-zero greenhouse gas emissions by 2050.

Asked why they were targeting **Shell** specifically, the activists described the company as among the "biggest offenders".

"The awful, awful greenwashing they're doing, they're portraying themselves as the good guys in this," said Tim Jones, a former teacher from Sheffield, who was also involved in the action Wednesday. "That they are the ones who are going to get us out of this crisis."

Mr Jones, 39, said while XR had done a lot to disrupt the public in recent years, the group knew that activists needed to do more to target the institutions responsible for the climate crisis.

Asked whether XR was changing tactics after criticism for disrupting members of the public, Mr Jones, 39, said wider disruption was still necessary.

"There has to be an element of disruption, we can't only target big corporations because they're really good at ignoring disruption," he said. "People won't listen until they can feel and that's critical to our theory of change."

Today, however, the activists that met with The Independent said their focus was largely on **Shell** employees.

Alex Alderton, 26, who was part of the team targeting **Shell**, said they didn't blame **Shell** employees as individuals and knew that everyone had to pay their bills and put food on the table, but said they hoped the employees would reflect on the impact of their jobs.

"The things they're doing are so destructive and counterproductive to the survival of humanity, that it would be really great if they could understand what they're being a part of and hopefully we can talk to them about alternatives," they said. "About why maybe if they care about the planet and about humanity then they might not want to be a part of this industry."

Minutes after the XR activists made it into the **Shell** building on Wednesday afternoon, others emerged outside the building and began glueing themselves to the ground. Police officers tried to intercept them before they were able to do so. Next, a large protest gathered outside the high-rise office block, with demonstrators holding banners reading "End Fossil Fuels Now", and others naming **Shell** employees asking them to "jump ship".

Ruskin Wilson, an environmental management student who had glued himself outside the building, said he hoped the demonstration would prompt **Shell** employees to question who they work for and what they do for a living.

"Hopefully they'll see a better way," the 23-year-old said. "There's a better way of life out there where we don't have to burn fossil fuels and destroy the climate."

Last month, an environmental organisation said it was [suing Shell's directors](#) for their "failure to properly prepare" the company for net zero. And last year, a court in the Netherlands ruled that the company must reduce its worldwide net-carbon emissions by 45 per cent by 2030, compared with 2019 levels. **Shell** has said it is appealing the ruling.

In response to news of the new legal action last month, [a spokesperson for Shell said](#) the company was delivering on its global strategy that supports the Paris Agreement. "This includes the industry-leading target we have set to halve emissions from our global operations by 2030, and transforming our business to provide more low-carbon energy for customers," the spokesperson said.

When asked about the allegations levelled at them by climate activists on Wednesday, **Shell** shared a statement from a spokesperson who said the company agreed that society needs to take urgent action on climate change and said **Shell** has a clear target to become a net zero emissions business by 2050, in step with society.

'Biggest offenders': Extinction Rebellion infiltrates Shell headquarters on day of action

The company was planning to invest between £20-25bn in the UK energy system over the next decade - with more than 75 per cent of this being in low and zero carbon, including offshore wind, hydrogen and electric mobility.

"We respect the right of everyone to express their point of view and welcome constructive engagement on our strategy and the energy transition," the spokesperson said. "We do ask, however, that in doing so people do not intimidate our people or put anyone's safety at risk."

It was not just business that was in the crosshairs of climate activists Wednesday, but government too.

In Westminster, scientists targeting the Department of Business, Energy and Industrial Strategy said the UK could no longer claim to be a global leader on climate change, because after the latest chapter of a UN climate report was published last week the government announced it would licence new oil and gas fields in the North Sea.

Unveiling the third chapter of the seminal report, UN secretary-general Antonio [Guterres](#) called investing in new infrastructure relating to [fossil fuels](#) , which are behind the continuing rise in planet-heating greenhouse gases, "moral and economic madness".

"Climate activists are sometimes depicted as dangerous radicals," he said. "But the truly dangerous radicals are the countries that are increasing production of fossil fuels."

Business secretary Kwasi Kwarteng responded to the scientists who glued themselves to his department on Wednesday, saying that they "cannot - and we won't - switch off domestic oil and gas production".

"Doing so would put energy security, jobs and industries at risk - and would simply increase foreign imports, not reduce demand," he said.

Back on the South Bank, one activist told The Independent that this was not the first time she had tried to send a message to ***Shell***.

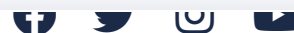
Jane Augsburger, 56, said she was part of an ***Extinction Rebellion*** action against the corporation three years ago. The group broke a window and emblazoned the front of the building with the slogan: "***Shell*** Lies."

Ms Augsburger, a carer, said she was back because nothing had changed.

"Time has already run out," she said. "***Shell*** should take off their mask and expose who they really are - they're addicted to fossil fuels."

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Statement on Easter fuel shortages



The Just Stop Oil coalition has formed in response to a single truth: that this world, our only home, will be unlivable due to current government policies to extract more oil and gas from the North Sea.

With this knowledge it is 'frankly dangerous' to remain silent. We can not be bystanders while people, communities and countries across the world are sentenced to death because our government refused to get a grip and stop oil.

At this critical moment we find ourselves, as others have through history, having to do what is unpopular, to break the law to prevent a much greater harm taking place.

No-one wants to be doing this, right now millions of people are being plunged into poverty by eye watering energy bills, the profits from which are being used to fund wars in Ukraine and Yemen. The Government can end the queues and closures at petrol station forecourts immediately, ahead of the Easter holidays, by committing to halt all new oil licenses and consents.

Ministers have a choice: they can arrest and imprison Just Stop Oil supporters or agree to no new oil and gas. While Just Stop Oil supporters have their liberty the disruption will continue. Now is the moment to come and meet with the coalition.

Oil destroys our economy

Oil destroys our festivals

Oil destroys our democracy

Oil destroys everything.

ENDS

Press contact: 07762 987334

Email: juststopoilpress@protonmail.com

High quality photos and video footage available here:

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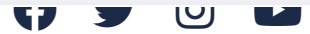
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A STATEMENT FROM THE JUST STOP OIL COALITION



On Sunday afternoon a group of ordinary people, Just Stop Oil supporters, stopped and climbed on top of two oil tankers, and succeeded in forcing two major oil terminals in Warwickshire to cease operations. Further south, a group of young people accessed the Inter Terminal in Essex bringing production to a halt. These were the latest in a series of ongoing, nonviolent but disruptive actions at oil facilities around the country over the past 10 days.[1]

This morning, there remain up to 12 people still locked onto pipework in the Inter Terminal and a number of people still

occupying a tunnel under a major access route to the Kingsbury Oil terminal in Warwickshire, 40 hours after it was first excavated.

Over 400 people have joined actions that have succeeded in stopping operations for up to 24 hours at a time at 11 critical oil terminals that supply fuel to hundreds of petrol stations across the Midlands and South of England. As many as one in three petrol stations are being reported as shut in the South of England due to the disruption caused by the actions. [2]

This is miserable, and our hearts go out to all those who are disrupted. No-one wants to be doing this, but it's 2022 and right now there is a need to break the law so we are not guilty of greater crime, that of complicity with a great evil. We have no choice but to enter into civil resistance until the government announces an end to new oil and gas projects in the UK.

The government knows that if we continue down the path of extracting and burning every last drop of oil, it will destroy families, communities, nations. It means the loss of every pension, every school, our food, law and order. It's going to impact everyone and everything you love. We will face the starvation and the slaughter of billions – and the utter betrayal of our children and their future.

Climate collapse means we must wean ourselves off all oil and gas, including that extracted in the UK without delay. The government knows that investment in new fossil fuel supply projects jeopardises the future of humanity, but encourages it anyway. “Just one more fix to help us transition”, we've been fed this line for decades and it's a barefaced lie. The International Energy Agency knows it and so does the UN Secretary General Antonio Guterres, he said as much in his speech last week. [3]

Today the Just Stop Oil coalition demands that the Government gets a grip, that they stop lying, that they stop recklessly destroying the future of life on earth and that they start by ending new oil and gas. There is no rational, human or moral

justification to continue. The supporters of Just Stop Oil will continue to disrupt until the government makes a statement that it will end new oil and gas projects in the UK.

There aren't endless five minutes to midnight, the Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty, and who are outraged at yet another betrayal to stand together in the only solidarity that matters anymore, the solidarity with life itself!

Join our daily zoom calls at 7pm. It's 2022 and the time to stand by has passed.

ENDS

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Email: juststopoilpress@protonmail.com

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Youtube: <https://www.youtube.com/channel/UC-t4U1Azf8AOkCBJLSNBmw>

Notes to Editors

[1] Locations

Just Stop Oil

- Inter Terminals UK Ltd, London Rd, Grays RM17 6YU

- Navigator terminals Thames, Oliver Rd, West Thurrock, Grays, RM20 3ED
- Buncefield Oil Depot, Hemel Hempstead HP2 7HZ
- Esso Petroleum Co Ltd, Wood Lane, Birmingham B24 8DN
- Kingsbury Oil Terminal, Tamworth, B78 2HA
- BP Oil Depot, Kingsbury, Tamworth B78 2EF
- Thames Oil Port, Stanford-le-hope, Essex
- Purfleet Fuels Terminal, London Road, Purfleet, Essex, RM19 1RS

Extinction Rebellion

- Esso West Terminal near Heathrow Airport
- Hamble Terminals in Southampton.
- Hythe Terminal, Fawley

[2] <https://www.dailymail.co.uk/news/article-10704779/Petrol-stations-fuel-shortage-Just-Stop-Oil-Extinction-Rebellion-protest-block-oil-depots.html>

[3] “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, IEA

<https://www.theguardian.com/environment/2021/may/18/no-new-investment-in-fossil-fuels-demands-top-energy-economist>

Secretary-General Warns of Climate Emergency, Calling Intergovernmental Panel’s Report ‘a File of Shame’, While Saying Leaders ‘Are Lying’, Fuelling Flames

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Oil protestors force one in three petrol stations in southern England to close

[Oil protestors force one in three petrol stations in southern England to close](#)

telegraph.co.uk

April 10, 2022 Sunday 7:46 PM GMT

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The Telegraph

Section: NEWS; Version:2

Length: 460 words

Byline: By Max Stephens

Highlight: Just Stop **Oil** activists stopped **petrol** getting to pumps as they blocked entrances to fuel depots at Hertfordshire, Essex and Warwickshire

Body

One in three petrol stations were **forced** to **close in southern England** **because of oil protests** , fuel campaigners have said.

On their tenth day of action, activists from Just Stop **Oil**, which boasts members belonging to Insulate Britain and Extinction Rebellion, targeted **three** fuel depots at Hertfordshire, Essex and Warwickshire.

The campaigners, who want Downing Street to end all new fossil fuel projects, locked themselves onto pipes and **blocked entrances to the sites**.

An estimated 1,200 pumps **south** of the midlands have been **forced** to turn away motorists because of the lack of fuel **caused by the disruption** , according to Fair Fuel UK.

Garages **in** Cambridgeshire were especially hard hit with 30 cars at a time seen queuing for **petrol** at forecourts across the county.

Priti Patel, the Home Secretary, on Sunday night branded the protesters an "eco mob" as she blamed the Labour Party for blocking Tory efforts to give extra powers to the police.

Miss Patel told The Daily Mail: "Hard-working people across our country are seeing their lives brought to a standstill by selfish, fanatical and frankly dangerous so-called activists.

"Keir Starmer's Labour Party repeatedly voted against our proposals that would have given the police extra powers to deal with this eco mob.

"The police have my full backing **in** doing everything necessary to address this public nuisance."

Oil protestors force one in three petrol stations in southern England to close

Howard Cox, founder of Fair Fuel UK, a Kent-based lobbying group that seeks to reduce charges on diesel and **petrol** powered vehicles and has 1.7 million members, said the protestors are "ruining people's lives and the economy".

He said he had two-and-a-half-thousand respondents to his questionnaire **in** the past 72 hours who claimed there was no diesel/**petrol** supply **in** their area.

"We have also rang up about a hundred garages with 30 per cent saying they are short of supplies," he added.

It comes after [protesters near the Kingsbury Oil depot](#) attempted to tunnel under the road leading to the site with pickaxes and spades, using a converted caravan to hide the tunnel from view.

Reverend Tim Hughes, 71, who was among the tunnellers, said: "I'm here because our government is useless, they make a lot of noise but they are doing nothing.

"As a priest I have a duty of care for people, and also for creation.

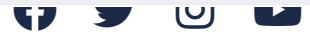
"What I'm doing here, with everyone **in** this caravan, is what our government should be doing - that is trying to protect our families and our loved **ones** from the appalling future that stands before us."

It is believed Rev Hughes is still a practising member of the Anglican Church.

Police arrested more than 800 protestors yesterday with their demonstrations exacerbating existing supply issues due to increased demand after Covid lockdowns and Russia's ongoing invasion of Ukraine.

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Breaking: Just Stop Oil supporters block 3 oil terminals on tenth day of action



Supporters of Just Stop Oil have disrupted oil supplies from oil terminals in Warwickshire, Hertfordshire and Essex, marking the tenth day of action in support of their demand that the UK government end new oil and gas projects in the UK.

Overnight, supporters of Just Stop Oil dug a tunnel under a key tanker route to the BP Kingsbury Terminal in Warwickshire. The tunnel was concealed by a modified caravan parked on the roadside and surrounded by Just Stop Oil supporters. Despite a number of police arrests, 5 people remain inside the caravan this morning working on the tunnel.

At around 2:30am today, and despite a heavy police presence, 40 people approached the gates of the Buncefield oil terminal in Hertfordshire and locked on, blocking the entrance. This was followed at 6:30am by a further action at the Grays Inter Terminal in Thurrock where around 40 young people swarmed into the facility, climbed the loading bay pipework and locked on.

It is expected that this morning's actions will continue to significantly impact on fuel availability at petrol pumps across the South East and the Midlands.

So far during the 10 days of nonviolent disruptive action there have been over 800 arrests, with at least 80 more expected today. The supporters of Just Stop Oil will continue to block oil terminals until the government makes a statement that it will end new oil and gas projects in the UK.

Cat, 19 speaking from Grays Terminal this morning said

“I’m terrified and I hate heights but I’ve come here anyway because I’m more terrified of my future with fossil fuels. We need to ensure that the government gives out no new oil and gas licences. I will keep going until that happens. I’ve been strip searched and treated badly by police and it’s been a really traumatising experience at times, but I will keep going because I know that this is the only option.”

“I’m here in solidarity with the millions of people dying right now from the climate crisis, particularly in the global south and for the 6.5 million households who have been plunged into fuel poverty in this country while the oil companies make billions in profits and for all young people whose futures are being destroyed. We will not stand for it.”

Ben Webb, who was arrested outside Buncefield this morning said

“I’ve got two beautiful daughters, and because of the government’s inaction on the fossil fuel industry, they are going to experience unimaginable suffering and have an early death.

That is why I'm here today. This government is sick, they don't care about the future of our children, they just care about keeping the status quo, keeping the fossil fuel industry going, keeping the rich, rich and not caring about anybody else."

Rev. Tim Hewes, 71 a retired priest from Wantage, who is with the tunnellers said:

"I'm here because our government is useless, they make a lot of noise but they are doing nothing. As a priest I have a duty of care for people, and also for creation. What I'm doing here, with everyone in this caravan, is what our government should be doing – that is trying to protect our families and our loved ones from the appalling future that stands before us. I hope we can continue what we're doing and stop the flow of oil, if the government won't."

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty now, and who are outraged at yet another betrayal by this continuing dependence on oil and gas, to step up and take action. Join our daily zoom calls at 7pm. It's 2022 and the time to stand by has passed.

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Notes to Editors

[1] Locations

- Kingsbury Oil Terminal, Tamworth, B78 2HA
- Buncefield Oil Depot, Hemel Hempstead HP2 7HZ
- Inter Terminals UK Ltd, London Rd, Grays RM17 6YU

[2] About Just Stop Oil

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.

We must urgently end our reliance on fossil fuels to avoid irreversible changes in the earth's climate system. We cannot continue to burn fossil fuels in the belief that future developments in carbon capture and storage and other so-called "unicorn technologies" will allow us to suck vast quantities of carbon dioxide from the atmosphere.

The UK must begin this process immediately. It starts by calling a halt to any further fossil fuel projects on the UK Continental Shelf. That would give us eight years of fossil fuel production left in which to rapidly transition to a zero carbon economy.

Everyone knows we have to engage in massive changes. Just Stop Oil is a coalition of groups demanding the no-brainer things be done immediately – actions that will reduce the demand for fossil fuel energy dramatically such as insulating our homes, rethinking how we travel, getting on with renewable energy and making sure no-one is left behind.

We either come together as humanity or we die. Youth know which they choose. They have already chosen. They are in the streets to demand a future. We are all in the streets to make sure they get it. It's as basic as that.

Further information about Just Stop Oil and our demands here:

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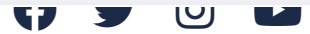
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Just Stop Oil targets key oil facilities in Essex on their eighth day of action



Credit: Denise Laura Baker

Supporters of Just Stop Oil have disrupted oil supplies from the Inter and Navigator terminals in Essex, marking the eighth day of action in support of their demand that the UK government end new oil and gas projects in the UK.

At around 2:40am today, two people climbed on a framework of oil pipes at the Grays Inter Terminal, one of the key suppliers to forecourts in the London area. Adrian from Derby and Darcy from Bristol succeeded in blocking all tankers from entering and exiting the terminal for approximately 3 hours, before they were unglued and removed by police.

At 7:30am, 70 people carrying Just Stop Oil banners marched along a key tanker route towards the Navigator terminal, at London Road, Thurrock. They were met by police and forced to sit in the road, effectively halting tanker movements to and from the terminal. Some have glued themselves to the road and say they intend to stay for as long as possible.

It is expected that this morning's actions will further impact on fuel availability at petrol pumps across England

So far during the 8 days of nonviolent disruptive action there have been over 400 arrests, with at least 70 more expected today.

Just Stop Oil will continue to block oil terminals until the government makes a statement that it will end new oil and gas projects in the UK.

Louis McKechnie, 21, a mechanical engineering student from Weymouth said:

“The UK government’s new energy security strategy is criminally incompetent. It will not lower our bills, secure our energy independence or save us from climate collapse. They could not have done a worse job.

“We all know what needs to be done. The quickest and cheapest way to lower our energy bills and cut demand for imported oil and gas is through insulation, renewables and free public transport. That the government is rejecting these common sense no brainer measures suggests they are corrupt or stupid. Either way they don’t represent me. I refuse to be complicit in the ongoing destruction of people’s lives and communities. Not in my name.”

Claudia Penna Rojas, 24, student, from Latin America

“Time and time again we have seen how corrupt and unsustainable our current energy system is and it just got a whole lot worse. To propose drilling for more oil and gas, when

we all know it will destroy the future of every young person on the planet is madness. Energy companies are making massive profits while ordinary people struggle. It is time the government started prioritising the welfare of the people it is meant to serve and especially the young. I can't be complicit in genocide, neither should you"

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty, and who are outraged at yet another betrayal by this continuing dependence on oil and gas, to step up and take action. Join our daily zoom calls at 7pm. It's 2022 and the time to stand by has passed.

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We must urgently end our reliance on fossil fuels to avoid irreversible changes in the earth's climate system. We cannot continue to burn fossil fuels in the belief that future developments in carbon capture and storage and other so-called "unicorn technologies" will allow us to suck vast quantities of carbon dioxide from the atmosphere.

The UK must begin this process immediately. It starts by calling a halt to any further fossil fuel projects on the UK Continental Shelf. That would give us eight years of fossil fuel production left in which to rapidly transition to a zero carbon economy.

Everyone knows we have to engage in massive changes. Just Stop Oil is a coalition of groups demanding the no-brainer things be done immediately – actions that will reduce the demand for fossil fuel energy dramatically such as insulating our homes, rethinking how we travel, getting on with renewable energy and making sure no-one is left behind.

We either come together as humanity or we die. Youth know which they choose. They have already chosen. They are in the streets to demand a future. We are all in the streets to make sure they get it. It's as basic as that.

Further information about Just Stop Oil and our demands here:
<https://www.juststopoil.org>

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Breaking: Just Stop Oil Coalition blocks 10 critical oil facilities to demand an end to new oil and gas

Just Stop Oil blocks critical oil facilities for the third day in a row demanding an end to new oil and gas

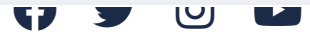
A Statement from the Just Stop Oil Coalition

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Mass Occupation of Kingsbury Oil Terminal halts production again



For the seventh day in a row, supporters of Just Stop Oil have disrupted oil supplies from critical oil facilities in support of their demand that the UK government end new oil and gas projects in the UK.

At around 00.40am today, 37 people entered the Kingsbury oil terminal near Tamworth and climbed on top of tankers and the loading bay and locked on to the pipework. They have sent video messages to explain their actions. [1]

Elsewhere, at the nearby BP Oil Depot entrance, supporters of Just Stop Oil established a roadblock halting tanker routes to and from the terminal, while at the massive Navigator terminal in Essex operations are still suspended due to the ongoing occupation.

It is expected that this will continue to impact on fuel availability at petrol pumps across England

So far this morning there have been at least 10 arrests of Just Stop Oil supporters, and the total number arrested since April 1st is well over 400

Just Stop Oil have issued the following statement

The latest IPCC report issued on Monday made clear that staying below 1.5C is now a fairy tale, what is now at stake is humanity's survival, a liveable planet. Its message was clear: any further delay in implementing rapid and deep carbon cuts will result in the death of millions. Antonio Guterres, the UN Secretary General rammed home the message: "Climate activists are sometimes depicted as dangerous radicals." He tweeted. "But the truly dangerous radicals are the countries that are increasing the production of fossil fuels. Investing in new fossil fuels infrastructure is now moral and economic madness."

Fast forward not 3 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 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 Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty, and who are outraged at yet another betrayal by this continuing dependence on oil and gas, to step up and take action. Join our daily zoom calls at 7pm. It's 2022 and the time to stand by has passed.

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Breaking: Just Stop Oil supporters invade pitch during the Spurs vs West Ham game



Just Stop Oil blocks critical oil facilities for the fifth day in a row demanding an end to new oil and gas



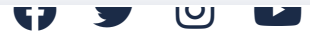
Breaking: Just Stop Oil supporter attempts to lock on to goal post during Wolves vs Leeds game

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Occupy! 25 young people enter UK's largest oil terminal to Just Stop Oil



For the sixth day in a row, 43 supporters of Just Stop Oil have disrupted oil supplies from critical oil facilities in support of their demand that the UK government end new oil and gas projects in the UK.

Around 25 young people have entered the Navigator terminal and climbed on top of tankers and the loading bay, and are locked on and displaying Just Stop Oil banners.

Elsewhere, 7 supporters of Just Stop Oil have established a roadblock on Stoneness roundabout on West Thurrock Way, while another 11 attempted to block Stonehouse Corner roundabout on London Road before they were intercepted by

police. These are on key tanker routes to and from the Grays, Navigator and Purfleet terminals. The group at Stonehouse Corner roundabout are sitting down in the road with banners.

Hannah, 23, from Brighton, speaking from Navigator Terminal said:

“I’m so scared. It’s obscene. I’m 23 and the only way people will listen to me is if I lock onto the pipework of a fuelling station. Boris Johnson is signing a death sentence for my future by subsidising £25m a day of taxpayers money into new oil and gas.

“They can take away my liberty, they can take away my freedom and they can choose to ignore the alarm we are sounding on the climate crisis. But they can’t take away my courage to put my body on the line for every young person that is suffering from extreme heat in the global south or freezing to death in fuel poverty in the UK and having to choose between heating and eating.

“We are not going to die quietly. Please don’t be a bystander. Say no to new oil.”

Nathan, 22, from Coventry said:

“It’s quite simple. New oil does not happen if our government is serious about the climate crisis. I am facing living out the rest of my life surrounded by unimaginable horror that has been brought on us all by the rich and powerful. They are the ones who will pay for the transformation we desperately need. Fossil fuel companies, governments, and dirty bankers have gotten away with robbing ordinary people across the world, and the UK, for too long.”

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty and who are outraged at the prospect of continuing our dependence on fossil fuels to step up and take action, join our daily zoom calls at 7pm. It’s 2022 and the time to stand by has passed.

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Press contact: 07762 987334

Email: juststopoilpress@protonmail.com

High quality photos and video footage available here:

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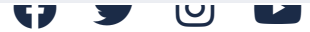
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A Statement from the Just Stop Oil Coalition



The Just Stop Oil coalition has taken a stand against the continued expansion of UK oil and gas, resisting the government's obscene and genocidal plans that are killing children now and will condemn humanity to oblivion.

The Secretary General of the United Nations – launching the latest Climate report said *“Some government & business leaders are saying one thing, but doing another. They are lying. It is time to stop burning our planet”*. On those who are demanding action he said: *“Climate activists are sometimes depicted as dangerous radicals. But the truly dangerous radicals are the countries that are increasing the production of fossil fuels.”*

The Chief Executive of the International Energy Agency (IEA) said in 2021: “ *if governments are serious about climate change, there can be no new investment in fossil fuels from this year* “. This from an organisation, set up almost 50 years ago to manage the flow of oil and gas. Yet the UK government is backing airport expansion, coal mine extensions and new oil fields. – What is going on?

If we continue down this path, it will destroy families, communities, nations. It means the loss of every pension, every school, our food, law and order. It’s going to impact everyone and everything you love. We will face the starvation and the slaughter of billions of the poor – and the utter betrayal of our children and their future. Ukraine has given us a foretaste of what that will look like

Today we demand that the Government gets a grip, that they stop lying and they start by ending new oil and gas. Right now as fuel prices are hiked and the cost of living crisis is weaponised to justify more oil and gas it is time to step up, not stand by.

Its 2022. There aren’t endless five minutes to midnight, now we must stand together in the only solidarity that matters anymore, the solidarity with life itself! Right now there is a need to break the law so we are not guilty of greater crime. We have no choice but to enter into civil resistance until the government announces an end to new oil and gas projects in the UK.

April 5, 2022 by [JSO Press](#) Press

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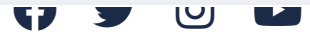
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Just Stop Oil blocks critical oil facilities for the fifth day in a row demanding an end to new oil and gas



For the fifth day in a row, supporters of Just Stop Oil have disrupted oil supplies from critical oil facilities in support of their demand that the UK government end new oil and gas projects in the UK.

A group of approximately 20 people sat down in the road with banners at the gate to the Kingsbury Oil terminal in Warwickshire, causing tankers to be turned away. So far 5 people have been arrested, while those remaining are either glued or locked on.

A roadblock has also been established on a key tanker route to and from the Kingsbury Oil terminal near Junction 9 on the

M42. Two people have climbed on top of a tanker to prevent it from moving.

Today's actions follow the launch of the third part of the IPCC's landmark Sixth Assessment Report yesterday during which UN Secretary General Antonio Guterres said "*Climate activists are sometimes depicted as dangerous radicals. But the truly dangerous radicals are the countries that are increasing the production of fossil fuels.*" [1]

Thalia Carr, 60 from Oxfordshire who is on the road at Kingbury this morning said:

"The IPCC said yesterday that nobody is taking action at the speed we need to avoid wars, starvation and billions of refugees which will be the inevitable result of a broken climate with multiple extreme weather events. How can that be? I'm sure it makes most people think, 'well it can't be that bad'. Unfortunately that's not true. It is that bad and no-one is doing anything on the scale and at the speed we need. Nothing I have tried so far has made a tiny bit of difference so I am forced to put my whole self out there and hope that the government will listen before it is too late."

Claudia Penna Rojas, 24, a student, from Latin America said:

"The UN Secretary General said yesterday that the world was on a fast track to climate disaster, so why then is the UK government planning to licence over 40 new oil fields? The reality is that everything good, all that we love, the lives of our children...are all at stake. The need for large-scale, radical civil resistance has never been more urgent. This is the fight for our lives and we all need to be a part of it. It's the only chance we've got."

Miranda Whelehan, 21 a student from Brighton said,

"The government and the media sell us a lie that it is impossible to stop oil. We are told there is not enough money for renewables, whilst they drip more than one million pounds an hour into the overflowing pockets of UK oil companies. I do

not want a future that is dependent on a resource that funds war, climate breakdown, and poverty. I want to live and I want others to have the future they deserve. And that is just not possible whilst we continue with oil.”

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty and who are outraged at the prospect of continuing our dependence on fossil fuels to step up and take action, join our daily zoom calls at 7pm. It's 2022 and the time to stand by has passed.

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Twitter: https://twitter.com/JustStop_Oil

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Notes to Editors

[1] <https://news.un.org/en/story/2022/04/1115452>

[2]

About Just Stop Oil

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The UK must begin this process immediately. It starts by calling a halt to any further fossil fuel projects on the UK Continental Shelf. That would give us eight years of fossil fuel production left in which to rapidly transition to a zero carbon economy.

Everyone knows we have to engage in massive changes. Just Stop Oil is a coalition of groups demanding the no-brainer things be done immediately – actions that will reduce the demand for fossil fuel energy dramatically such as insulating our homes, rethinking how we travel, getting on with renewable energy and making sure no-one is left behind.

We either come together as humanity or we die. Youth know which they choose. They have already chosen. They are in the streets to demand a future. We are all in the streets to make sure they get it. It's as basic as that.

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Breaking: Just Stop Oil supporters invade pitch during the Spurs vs West Ham game

Breaking: Just Stop Oil supporter locks on to goalpost during Arsenal v Liverpool game

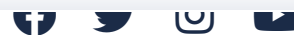
Statement on Easter fuel shortages

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Petrol shortage as Just Stop Oil disrupt supply from UK oil terminals



Petrol pumps have run dry across the Midlands and South East of England as supporters of the Just Stop Oil coalition continue to disrupt supplies from critical oil terminals

The Just Stop Oil actions began on 1st April, coinciding with loss of the energy price cap which saw household energy bills rise by 54% overnight resulting in millions being plunged into poverty.[1]

There is increasing evidence that this is having a knock on effect on oil supplies to petrol stations, with reports of fuel shortages in across the southern England and Wales including Oxford, Kent, Norfolk, Essex, Dorset and Gwynedd.[2]

Just Stop Oil is demanding that the government stop all new oil and gas projects in the UK. The actions, which have affected 11 critical oil terminals across the 4 days, have included roadblocks, tanker surfing and people tunnelling underneath access roads to prevent oil trucks leaving sites. [3]

Kenny Alexander, an ex oil and gas worker from Grangemouth Scotland, said:

“I worked in the oil and gas industry for thirty five years, I have witnessed first hand the damage that burning fossil fuels has done. There is billions of pounds worth of oil flowing through my community, yet it all belongs to a few private companies, who are literally stealing our children’s future. They are making billions in profits while local people see massive hikes in fuel costs and their cost of living.

The government just needs to get a grip and make the no-brainer changes necessary to reduce our reliance on oil and gas – insulation, renewables and free public transport.”

Miranda Whelehan, a student from Brighton said:

“I have studied what our consumption of oil is doing to countries across the world. Those who burn the least oil or have contributed the least to this fossil-fuel addicted society, are now paying the highest price as their homes are washed and burnt away. The same thing is happening in the UK. Ordinary people are being forced to pay for our government’s love affair with oil, while those responsible get tax-cuts and have ‘more money than they know what to do with’.

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty and who are outraged at the prospect of continuing our dependence on fossil fuels to step up and take action, join our daily zoom calls at 7pm. It’s 2022 and the time to stand by has passed.

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Twitter: https://twitter.com/JustStop_Oil

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

Notes to Editors

[1] CNN, Energy prices: UK bills rise by record 54%,
<https://www.msn.com/en-us/money/markets/energy-prices-uk-bills-rise-by-record-54/ar-AAVKvRL>

[3] Fuel shortages reported by Twitter users

April 4th

Hey @sainsburys stop advertising you have fuel at the roadside only to have non when you venture to the actual petrol station

— Gareth Jones (@Gareth__Jones) [April 4, 2022](#)

Colchester

Hard to say was in Colchester at the weekend one of the large Tesco stores had cones surrounding its fuel station & very deserted

— Darren Ewers (@DarrenEwers) [April 4, 2022](#)

April 3rd

Norwich

*@sainsburys @Tesco @Morrisons @asda @Shell um
can someone please tell me why every single petrol
station in Norwich has been closed for 2 days straight?
I'm a bit screwed here 🙄*

— Fee (@FEEFEE_XXXX) ~~April 3, 2022~~

*@sainsburys I am sat on your petrol forecourt at
Norwich longwater, and have been refused fuel, after
trying to get fuel from 5 other stations to no avail, after
having watched your food delivery vans fill up. They
provide for customers, I am trying to be a customer.
Disgraceful*

— Joel (@JReddington99) ~~April 2, 2022~~

Kidlington

*@sainsburys please can you tell me why sainsbury's
petrol station in kidlington is closed and when it will
reopen? Your websites says its open but it isn't. Also if
you're closed could you turn off the prices or putting a
sign up or something so people know?*

— laura walton (@WaltonLaura) ~~April 3, 2022~~

Tolgate:

*I wonder why Sainsburys petrol station at Tolgate was
closed at 6pm yesterday evening? Staff shortage? Fuel
shortage?*

— andrew barnard (@Felstedboy) ~~April 3, 2022~~

*Possibly lack of fuel, Asda Whitehouse and Tesco
Copdock were closed as well, Shell on London road had
no Diesel.*

— Aston (@85Aston) ~~April 3, 2022~~

Bangor:

Been to a few closed pumps yes – Bangor area

— Kris Marsden (@Kippysmuse) [April 3, 2022](#)

Wolverhampton:

[@SainsburysNews](#) [@sainsburys](#)

*Taken me over 1 hrs to get diesel at your
wolverhampton petrol station!! By your mega store*

Good time to put cap on how much each person adds ...

*Woman in front me yanked her Range Rover with diesel
!!!! While everyone waiting to get some !!!*

— Ranjit johal (@Ranjitj56092127) [April 2, 2022](#)

Watford:

*Yep.. the local Tesco Superstore in Watford's petrol
station was closed.. most likely due to this.. and what I
don't understand, why the heck are the cops, not moving
these bastards and instead just standing there?? It has
political backing hence..*

— Raj Patel  (@rexgold) [April 3, 2022](#)

Eastbourne:

[@SussexIncidents](#) *no fuel at Sainsburys Tesco and
Morrisons in Eastbourne*

— Catherine Evans-Routley (@MontiedonEvans) [April
2, 2022](#)

Saffron Walden

*Fuel shortage at Tesco petrol station in Saffron Walden
– I kid you not!!!! FB saying its cos of the
blockade/protests?*

— KazNan 🌸 🇬🇧 (@KazNan3) ~~April 3, 2022~~

Nottinghamshire

~~@Tesco~~ Hi, is there a reason for your forecourts to be
out of fuel in Nottinghamshire?

— Rob Shipman (@robship) ~~April 3, 2022~~

[3] About Just Stop Oil

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[Just Stop Oil responds to the Labour Party](#)



[A Statement from the Just Stop Oil Coalition](#)



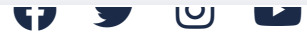
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Just Stop Oil blocks critical oil facilities for the third day in a row demanding an end to new oil and gas



For the third day in a row, supporters of Just Stop Oil have disrupted oil supplies from 7 critical oil facilities near London and Birmingham in support of their demand to the UK government to end new oil and gas projects in the UK.

Early this morning people climbed on and blocked oil tankers at 5 critical oil terminals. A few have entered the loading bay at Buncefield oil terminal in Hertfordshire and are standing on oil tankers holding banners.

At Kingsbury, Midlands and Esso terminals in Birmingham oil tankers have been prevented from leaving by people sitting in the road. At Thames Oilport in Essex, 17 people have climbed or locked onto a tanker to prevent it from leaving.

The tunnellers who have disrupted the entrances to Navigator and Grays terminals in Thurrock, Essex since Friday remain in situ. Police have allowed trucks to pass overhead, which is a dangerously unsafe practice.

There have been over 200 arrests since Friday.

In the face of the worst cost of living crisis in a generation and looming catastrophe of climate breakdown, Just Stop Oil is calling on the UK government to get a grip and implement an emergency programme to reduce our reliance on oil and gas through insulation, renewables and free public transport.

Neil Rothnie, 69, a retired offshore oil and gas worker from Glasgow said:

“The oil and gas industry has one priority and it is not the climate crisis. It’s not the future of North Sea oil and gas workers. And it’s certainly not whether the poor can stay warm. Their plan is to produce every barrel of oil and gas under the North Sea, and if they have to trash the climate and the economy and destroy our lives – so be it. It’s called “business as usual”. The government needs to get a grip, get out of bed with the oil industry and Just Stop Oil.”

Stephanie Pride 52, a counter assistant from Scarborough said:

“This situation is only going to get worse until we collectively reduce our energy consumption and make the switch to renewables. Unfortunately, that’s very hard when those of us who don’t drive are punished in the jobs market for not being able to afford or access decent public transport to where the jobs are.”

Alex Heard, 25, a science teacher from Norwich said:

“I’m taking action because I’m terrified of the future my students, my friends, my family and particularly my younger brother will have to endure if we do not end our dependence on fossil fuels. If we do not act with urgency climate collapse becomes inevitable, and within the next 10-20 years we will face catastrophic change beyond our comprehension. Perhaps most alarming is that because most people are deliberately kept in the dark about the impending disaster we face, we carry on as usual, sleepwalking our way to disaster. “

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty and who are outraged at the prospect of continuing our dependence on fossil fuels to step up and take action, join our daily zoom calls at 7pm. It’s 2022 and the time to stand by has passed.

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Notes to Editors

[1] Locations

- Inter Terminals UK Ltd, London Rd, Grays RM17 6YU

- Navigator terminals Thames, Oliver Rd, West Thurrock, Grays, RM20 3ED
- Buncefield Oil Depot, Hemel Hempstead HP2 7HZ
- Esso Petroleum Co Ltd, Wood Lane, Birmingham B24 8DN
- Kingsbury Oil Terminal, Tamworth, B78 2HA
- BP Oil Depot, Kingsbury, Tamworth B78 2EF
- Thames Oil Port, Stanford-le-hope, Essex

[2] About Just Stop Oil

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Everyone knows we have to engage in massive changes. Just Stop Oil is a coalition of groups demanding the no-brainer things be done immediately – actions that will reduce the demand for fossil fuel energy dramatically such as insulating our homes, rethinking how we travel, getting on with renewable energy and making sure no-one is left behind.

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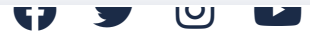
A STATEMENT FROM THE JUST STOP OIL COALITION

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Breaking: Just Stop Oil tunnellers and truck surfers still in place after 32 hours



Just Stop Oil supporters who dug a secret network of tunnels near the Navigator and Grays oil terminals yesterday remain underground after 32 hours. They are demanding that the UK government stops new oil and gas projects in the UK.

Police have finally discovered and dismantled the above ground structures that were built to disguise the tunnelling activity yesterday. Concerns have been raised about the safety of tunnellers during this operation. Video footage released by Just Stop Oil reveals a lack of attention to Health and Safety procedures.

Elsewhere, a group of 10 young people who remained at the Navigator and Grays sites overnight in freezing temperatures “truck-surfing” on top of oil tankers, remain in position after 32 hours.

One of the tunnel occupants, Ben Taylor 27 (an environmental volunteer) said

“The government needs to get a grip. We need an emergency response to get off oil and gas now, paid for by fossil fuel companies and the rich, not ordinary people. Stop new oil and gas and we will leave the road.”

Hannah, 21 from Brighton who was one of those who endured freezing overnight temperatures on top of an oil tanker said

“When I imagine my future, this is never what I had in mind. I didn’t think that the start to my adult life would be marked by non-violent civil disobedience. This is never what I had in mind, this is not what I want to be doing with my time. But, when you really understand the scale and impact of the climate and ecological crisis, it’s hard to feel that you have any other choice.”

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty and who are outraged at the prospect of continuing our dependence on fossil fuels to step up and take action, join our daily zoom calls at 7pm. It’s 2022 and the time to stand by has passed.

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Notes to Editors

Locations: Inter Terminals UK Ltd, London Rd, Grays RM17 6YU, Navigator terminals Thames, Oliver Rd, West Thurrock, Grays, RM20 3ED

The Navigator Terminals, Thames is the largest bulk liquid terminal in the UK by throughput volume.

<https://www.navigatorterminals.com/terminal/thames>

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A Statement from the Just Stop Oil Coalition

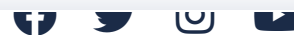
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Breaking: Tunnel Network revealed as Just Stop Oil Coalition continues overnight blockade of critical oil terminals

Press Release Saturday 2nd April 6:30am

For immediate release

Tunnel Network revealed as Just Stop Oil Coalition continues overnight blockade of critical oil terminals

“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 of the International Energy Agency [1]

Early this morning supporters of Just Stop Oil blocked access to the Titan Truck Park and revealed a secret underground network of tunnels at the Navigator and Grays oil terminals. They are demanding that the UK government stops new oil and gas projects in the UK.

The Grays and Navigator terminals have remained blocked overnight while this morning's news of tunnel activity at Grays and Navigator means that the main and emergency access roads to the critical oil terminals are closed, while Titan Truck Park contains over 100 oil tankers which service the three major oil terminals in the area. This is expected to cause significant disruption to oil supplies in London and the South East.

Just Stop Oil supporters currently occupying tunnels have taken inspiration from the tunnels that halted HS2's work at Euston Square Gardens one year ago – when activists spent 31 days living underground- and say that they are in for the long haul.

One of the occupants, Ben Taylor 27, an environmental volunteer, said:

“Why am I here? I’m pissed off that my government is investing in new fossil fuel projects. Oil is killing people now, it’s fuelling war and destroying everyone’s future.

While the tunnellers are clear on their demand ‘that the government end new licences and consents for fossil fuels’, they are more reticent when it comes to providing details of their underground encampment, refusing to divulge how many people are living below ground, how extensive is their network or, whether they have taken the necessary measure to shore up their “downshaft”, “wormholes” or “chambers” as they call the various “rooms” they have constructed.

A group of 10 young people remained at the Navigator and Grays sites overnight “truck-surfing” on top of oil tankers. [3]

Eben, 21 from Brighton who was one of those who endured freezing overnight temperatures said

“I don’t want to be doing this. I don’t want to be disrupting people. I don’t want to be outside in the freezing cold. I don’t want to get arrested. I don’t want to spend a night in a jail cell. I’m 21. I should be pursuing my education, settling in a new city,

going out with friends, getting my first real job, and dreaming big about my future.

“But as it stands, I have no future.”

The action comes amid a series of cascading crises, the war in Ukraine, the cost of living crisis and news that climate breakdown is happening much faster than expected. However, while these events should prompt an emergency response to reduce UK dependence on oil and gas, the government is doubling down on drilling for new oil and gas. [4]

Molly Berry, 70, who was involved in the major actions at 10 sites yesterday said

“Every time I see a baby in their pram it breaks my heart, because I know what’s coming for them, unless our government takes action”

The cost of living crisis is not going to end, but we can insulate ourselves from higher fuel prices by getting off oil and gas. No new oil, reduce demand and invest in renewables.

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty and who are outraged at the prospect of continuing our dependence on fossil fuels to step up and take action, join our daily zoom calls at 7pm. It’s 2022 and the time to stand by has passed.

ENDS

Press contact: 07762 987334

Email: juststopoilpress@protonmail.com

High quality photos and video footage available here:

<https://drive.google.com/drive/folders/1Dgcuv5vJzfdSrdpX6HJEaayoidc08xy?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] [Quoted in the Guardian](#) on the release of the International Energy Agency, May 2021- [Net Zero by 2050: a Roadmap for the Global Energy Sector](#)

[2] Locations

- Inter Terminals UK Ltd, London Rd, Grays RM17 6YU
- Navigator terminals Thames, Oliver Rd, West Thurrock, Grays, RM20 3ED

[3] The Navigator Terminals, Thames is the largest bulk liquid terminal in the UK by throughput volume.

<https://www.navigatorterminals.com/terminal/thames>

[4] <https://www.express.co.uk/news/science/1588597/nicola-sturgeon-cambo-oil-field-license-extended-russia-energy-gas-oil-north-sea>

About Just Stop Oil

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.

We must urgently end our reliance on fossil fuels to avoid irreversible changes in the earth's climate system. We cannot continue to burn fossil fuels in the belief that future developments in carbon capture and storage and other so-called "unicorn technologies" will allow us to suck vast quantities of carbon dioxide from the atmosphere.

The UK must begin this process immediately. It starts by calling a halt to any further fossil fuel projects on the UK Continental Shelf. That would give us eight years of fossil fuel production left in which to rapidly transition to a zero carbon economy.

Everyone knows we have to engage in massive changes. Just Stop Oil is a coalition of groups demanding the no-brainer things be done immediately – actions that will reduce the demand for fossil fuel energy dramatically such as insulating our homes, rethinking how we travel, getting on with renewable energy and making sure no-one is left behind.

We either come together as humanity or we die. Youth know which they choose. They have already chosen. They are in the streets to demand a future. We are all in the streets to make sure they get it. It's as basic as that.

Further information about Just Stop Oil and our demands here: <https://www.juststopoil.org>

April 2, 2022 by [JSO Press](#) Press

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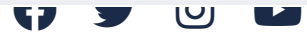
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Breaking: Just Stop Oil Coalition blocks 10 critical oil facilities to demand an end to new oil and gas

Press Release Friday 1st April 6:30am

For immediate release



Credit: Zoe Broughton

“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 of the International Energy Agency [1]

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. [2]

The actions are being carried out by supporters of Just Stop Oil and Extinction Rebellion.[3]

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 in Thurrock.

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.

Louis McKecknie, 21 from Weymouth said:

"I don't want to be doing this but our genocidal government gives me no choice. They know that 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 having to fight for food. This is the future for my generation, I stop when oil stops."

Louise Harris 22, from Luton said

"When people ask me why I'm taking action, I always think the better question is 'Why aren't you taking action?'. Many choose not to take part in civil resistance because they would be sacrificing things – their job, career, family. I'm a singer-songwriter with dreams for the future, but I'm devoting my time and energy now to stopping this genocidal government so that my dreams even stand a chance. It is not a sacrifice to take action – the sacrifice is what happens when you don't: the

sacrifice is your life, your future, and those of everyone on this planet.”

Jack Johnson, 23 from London said

“The government has no democratic mandate to expand oil production which they know will make the planet uninhabitable. There is no climate change pass. We all face a choice – stand by and do nothing while the government destroys your future or take action. Nonviolent civil resistance works. It’s our best hope of forcing the government to take responsibility. Now is the time for action, thousands of us are taking to the streets. We will go home when the government makes a meaningful statement to end new fossil fuel production in the UK.”

The action comes amid a series of cascading crises, the war in Ukraine, the cost of living crisis and news that climate breakdown is happening much faster than expected. However, while these events should prompt an emergency response to reduce UK dependence on oil and gas, the government is doubling down on drilling for new oil and gas. [4]

Right now ordinary people are being made to pay, while the government wastes £230m a week subsidising the oil industry and energy companies make huge profits. There must be no more increases in fuel or heating costs. Fossil fuel companies and the richest must pay.[5]

The cost of living crisis is not going to end, but we can insulate ourselves from higher fuel prices by getting off oil and gas. No new oil, reduce demand and invest in renewables.

The Just Stop Oil Coalition is calling on all of those whose futures are being destroyed, who are facing poverty and who are outraged at the prospect of continuing our dependence on fossil fuels to stand up and take action. It’s 2022 and the time to stand by has passed.

ENDS

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Email: juststopoilpress@protonmail.com

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<https://drive.google.com/drive/folders/1Dgcuv5vJzfdSrdpX6HJEaayoidc08xy?usp=sharing>

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Notes to Editors

[1] ~~Quoted in the Guardian on the release of the International Energy Agency, May 2021-~~ [Net Zero by 2050: a Roadmap for the Global Energy Sector](#)

[2] Locations

Just Stop Oil

- Inter Terminals UK Ltd, London Rd, Grays RM17 6YU
- Navigator terminals Thames, Oliver Rd, West Thurrock, Grays, RM20 3ED
- Buncefield Oil Depot, Hemel Hempstead HP2 7HZ
- Esso Petroleum Co Ltd, Wood Lane, Birmingham B24 8DN
- Purfleet Fuels Terminal, London Rd, Purfleet RM19 1RS
- Kingsbury Oil Terminal, Tamworth, B78 2HA
- BP Oil Depot, Kingsbury, Tamworth B78 2EF

Extinction Rebellion

- Esso West Terminal near Heathrow Airport
- Hamble Terminals in Southampton.
- Hythe Terminal, Fawley

[3] About Just Stop Oil

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.

We must urgently end our reliance on fossil fuels to avoid irreversible changes in the earth's climate system. We cannot continue to burn fossil fuels in the belief that future developments in carbon capture and storage and other so-called "unicorn technologies" will allow us to suck vast quantities of carbon dioxide from the atmosphere.

The UK must begin this process immediately. It starts by calling a halt to any further fossil fuel projects on the UK Continental Shelf. That would give us eight years of fossil fuel production left in which to rapidly transition to a zero carbon economy.

Everyone knows we have to engage in massive changes. Just Stop Oil is a coalition of groups demanding the no-brainer things be done immediately – actions that will reduce the demand for fossil fuel energy dramatically such as insulating our homes, rethinking how we travel, getting on with renewable energy and making sure no-one is left behind.

We either come together as humanity or we die. Youth know which they choose. They have already chosen. They are in the streets to demand a future. We are all in the streets to make sure they get it. It's as basic as that.

Further information about Just Stop Oil and our demands here:
<https://www.juststopoil.org>

[4] <https://www.express.co.uk/news/science/1588597/nicola-sturgeon-cambo-oil-field-license-extended-russia-energy-gas-oil-north-sea>

[5] https://neweconomics.org/uploads/files/FFS_NEFCW-Final.pdf

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JUST STOP OIL AND EXTINCTION REBELLION PROTESTERS BLOCK 10 OIL TERMINALS

Regional Press Releases: West Midlands

April 1, 2022 Friday 1:36 PM BST

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PRESS ASSOCIATION

Section: PA Regional Newswire for English Regions

Length: 663 words

Byline: Neil Lancefield, PA Transport Correspondent

Body

Oil terminals suspended operations after access roads were blocked by environmental protesters **Just Stop Oil** and Extinction Rebellion.

ExxonMobil UK, one of the country's largest privately-owned underground oil pipeline distribution networks, said it had shut down three of its sites.

Just Stop Oil and Extinction Rebellion said they had blocked "10 critical oil terminals" in the Midlands and southern England on Friday morning.

Activists are sitting on roads preventing tankers from leaving the sites.

It listed the locations 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
- Esso's Purfleet Fuels Terminal, Purfleet, Essex

JUST STOP OIL AND EXTINCTION REBELLION PROTESTERS BLOCK 10 OIL TERMINALS

- **Kingsbury** Oil Terminal, **Kingsbury**, Warwickshire

- BP Oil Depot, **Kingsbury**, Warwickshire

Just Stop Oil claimed that more than 30 young people climbed on top of tankers at Navigator Terminals Thames, Grays, Essex.

Essex Police arrested 13 people on suspicion of obstructing the highway.

Assistant Chief Constable Rachel Nolan said the force is "working to minimise the disruption".

She went on: "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.

"My hope is that this will be resolved safely and swiftly, so that our officers can get back to protecting and serving the people of Essex."

Hampshire Police said: "Officers are currently on the scene to facilitate the protesters' 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."

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**."

"It's funding war and killing people in the global South, while destroying the future for young people everywhere."

A protester at the Esso Birmingham Fuel Terminal, Francis Brewer, 29, told the PA news agency: "We're blocking oil from leaving the site and blocking any trucks from coming in to re-fuel.

"I think we've gone so far now with the climate crisis, and had so many years of criminal inaction from our Government, that we have to start taking these drastic measures."

ExxonMobil UK wrote on Twitter: "Small protests are currently under way 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 protesters 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.

Just Stop Oil supporters have disrupted several Premier League football matches in recent weeks, including by running onto pitches and tying themselves to goalposts.

Extinction Rebellion announced on Friday that it will launch daily "mass participation" protests from London's Hyde Park from April 9.

Spokesman Andrew Smith said the group will be "more disruptive than ever".

He added: "We're expecting huge numbers from the ninth.

JUST STOP OIL AND EXTINCTION REBELLION PROTESTERS BLOCK 10 OIL TERMINALS

``In London we won't have pink boats, we won't have pink tables, we will just have people power.

``In the tradition of non-violent civil disobedience, we will disrupt business as usual until the Government and big business make change.

``We need everyone to join us." end

Load-Date: April 1, 2022

End of Document

Stanlow braced for protest disruption

[Stanlow braced for protest disruption](#)

Chester Chronicle

March 24, 2022

Edition 1, National Edition

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Section: NEWS; Pg. 4**Length:** 322 words

Body

JUST Stop Oil protesters could target the **Stanlow** oil refinery in Ellesmere Port this week.

The protests could cause disruption on the M53 and M56 in Cheshire.

Steps are being taken at the Cheshire **Stanlow** site to combat 'potentially disruptive action', according to Essar Oil UK. The company runs the oil refinery in Ellesmere Port and have been made aware of a campaigning group's plan to cause disruption in the area around the site as part of a protest against the oil sector.

The group, **Just Stop Oil**, is 'a coalition of groups working together to ensure the government commits to halting new fossil fuel licensing and production'.

They have recently been involved in high-profile protests involving Premier League football matches, which have seen demonstrators tie, or attempt to tie, themselves to goalposts.

Essar say the 'M53, M56 and Oil Sites Road could be target areas' for the group this week, so the company has stated it will be implementing 'additional checks.'

In a statement, Essar said: "We have been advised of some potential disruption at **Stanlow** this week. We have been made aware of a campaigning group called **Just Stop Oil** who have the intention of taking potentially disruptive action against participants in the oil sector.

"Our priority is the safety of our staff, our operations and our local communities. We have a robust and wellpractised approach to incident planning and our teams on site have a clear understanding of how to respond well to such events.

"Initial information suggests that the M53, M56 and Oil Sites Road could be target areas.

"One of the best ways we can ensure our site is safe is to ensure that it is secure. So, we're putting in place some additional checks next week. This may cause some traffic to back up onto the road near the site and we would ask for your patience should you experience delays because of this."

Just Stop Oil and Cheshire Constabulary have been approached for comment.

Load-Date: March 24, 2022

Stanlow braced for protest disruption

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News

Stanlow refinery could be target of Just Stop Oil disruption

Essar has warned of 'potentially disruptive action' this week by a group opposed to new fossil fuel licensing and production and has said the company will be implementing 'additional checks' and is confident in its 'robust and well-practised approach' to dealing with potential incidents.

23 March 2022 | 2 Min Read

Margaret Major



The company has been made aware of the campaigning group's plan to cause disruption in the area around the site as part of a protest against the oil sector. The group, who calls itself 'Just Stop Oil', is 'a coalition of groups working together to ensure the government commits to halting new fossil fuel licensing and production' and has recently been involved in several high-profile protests involving

Premier League football matches, which have seen demonstrators tie, or attempt to tie, themselves to goalposts.

Disruptive action

With Essar commenting that ‘the M53, M56 and Oil Sites Road could be target areas’ for the group if a protest is held this week, steps are being taken at the Stanlow site to combat ‘potentially disruptive action’.

In the company statement, Essar said: “We have been advised of some potential disruption at Stanlow this week. We have been made aware of a campaigning group called ‘Just Stop Oil’ who have the intention of taking potentially disruptive action against participants in the oil sector.

“Our priority is the safety of our staff, our operations and our local communities. We have a robust and well-practised approach to incident planning and our teams on site have a clear understanding of how to respond well to such events.

“Management of public order incidents like this is the responsibility of the emergency planning authorities, and we are working closely with them to understand, prepare for and respond to this event. They are closely monitoring the situation and providing us with timely information and practical help and advice.”

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[Extinction Rebellion group target Barclays building with fake oil in Northampton](#)

Northamptonshire Telegraph

March 14, 2022 Monday

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Section: CRIMEHUMAN INTERESTENVIRONMENTNEWSNORTHAMPTON

Length: 341 words

Byline: Kevin Nicholls and Megan Hillery, Kevin.Nicholls@jppimedia.co.uk

Highlight: Campaigners spray ink in protest over banking giant funding fossil fuels

Body

Extinction Rebellion campaigners have targeted **Barclays** building in **Northampton** protesting as the group says the banking giant has continued funding fossil fuels.

Around 18 members climbed onto the roof of the foyer at 11am on Monday (March 14) and occupied the reception area of the Brackmills campus, spraying fake 'oil' inside and outside the building.

Some dressed as bankers stood outside the building holding banners reading "better without **Barclays**".

In 2020, [six people were arrested at another Northampton Barclays protest](#). Four were later cleared of criminal damage.

Extinction Rebellion claims **Barclays** have reneged on promises to reach net zero in carbon emissions by 2050 in line with the Paris Agreement, and promises to spend an average of £8.3 billion per year on green finance up to 2030.

A statement from the group said: "In four years after the Paris Agreement, **Barclays** spent more than double this funding fossil fuel companies, an average of £22 billion per year. "

An XR protestor at the scene told *this newspaper*: "People think we're radical but the radical action is doing nothing at all.

"People are going to get arrested and have criminal records and we don't want to do this but we have to because there's no law to hold corporations like **Barclays** to account."

Lucy Porter, a 47 year old teacher from Leeds who took part in the action, added: "**Barclays** are making an eye watering amount of money financing companies who are destroying our environment.

Extinction Rebellion group target Barclays building with fake oil in Northampton

"It's so important that people understand this and I'm willing to be arrested today if that's what it takes to get this message out there.

"Children I have taught will have to live with the consequences of **Barclays**' greed and children all over the world already are suffering."

A Northamptonshire Police spokeswoman said: "Police were called to **Barclays** Bank in Pavilion Drive, **Northampton**, at about 11am this morning (March 14) to reports of a protest.

"Officers are on scene and enquiries continue to progress to ascertain whether any criminal offences have been committed."

Graphic

*[Protestors sprayed ink — representing oil — over the **Barclays** sign inside the Bracksmills building](#)*

Load-Date: March 14, 2022

End of Document



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Damien Gayle @damiengayle

Activists from @JustStop_Oil have stopped an oil tanker at the Chiswick roundabout at the start of the M4 in west London



8:25 AM · Apr 14, 2022 · Twitter for iPhone

50 Retweets 14 Quote Tweets 208 Likes



Tweet your reply

Reply



Damien Gayle @damiengayle · 2h

Replying to @damiengayle
They disabled the tanker's brake cable - locking the trailer's brakes - then climbed on top of the trailer



7 3 39



Damien Gayle @damiengayle · 1h

The idea behind this @JustStop_Oil action is to take their cause to the public.



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1 4 29



Damien Gayle @damiengayle · 1h
Police have arrived to surround the @JustStop_Oil occupied tanker now. Traffic is still able to flow around it



1 5 20



Damien Gayle @damiengayle · 1h
Police have now fully blocked the road around the @JustStop_Oil occupied tanker

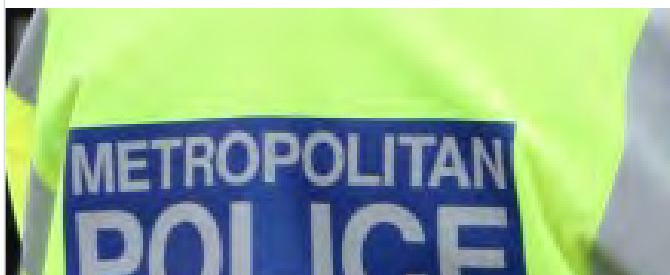


4 12 33



Damien Gayle @damiengayle · 26m
Police are advising drivers to avoid the area.

Hounslow Police @MPSHounslow · 45m
Road closures are currently in place at the #Chiswick Roundabout
Diversions are in place.
Please avoid the area if possible



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Dianapowves 🇪🇺🇬🇧🇨🇦🇩🇪🇵🇵 **civil resistance** @DianaPowves · 1h

Replying to @damiengayle and @JustStop_Oil
 Bravo 🙌❤️
 Until the Government stop funding new oil in a #ClimateCrisis, we must continue to pressure them into action.
[#JustStopOil](#)
[#NoNewOilGas](#)


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JUST STOP OIL & EXTINCTION REBELLION TWITTER

https://twitter.com/JustStop_Oil/status/1509764073944231973?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1



Fed up with a government burning your future - Join us on the road

Navigator - Essex
Grays - Essex
Buncefield - Hemel Hempstead
Esso terminal - Birmingham



↻ 9

♡ 25



https://twitter.com/JustStop_Oil/status/1509764068512608261?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1



The Just Stop Oil coalition, 4am this morning blocked 7 key oil terminals

[#JustStopOil](#)
[@XRebellionUK](#)
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https://twitter.com/JustStop_Oil/status/1509775629633392640?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

...

BREAKING: hundreds of supporters of Just Stop Oil and have blocked 8 key oil terminals accross the UK. They are calling for the UK Government to stop all funding of new oil lisenes and exploration. Follow the the link in our bio to find out more and get involved! [#JustStopOil](#)



https://twitter.com/JustStop_Oil/status/1509781530595446785?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



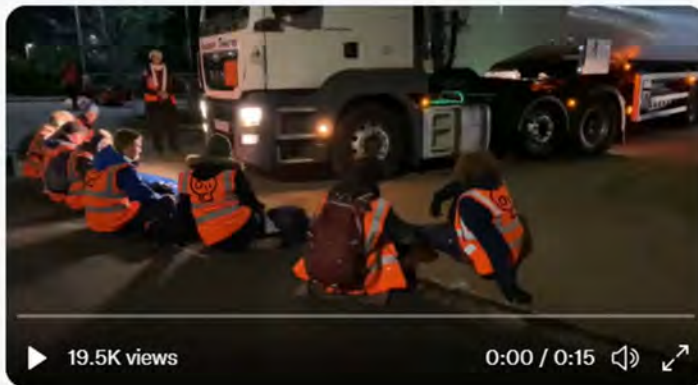
JustStopOil @JustStop_Oil · Apr 1

...

! Update ! 10 key oil terminals have now been blocked by supporters of Just Stop Oil, with a potential impact on fuel supply for London and the South East.

Just Stop Oil are demanding that the UK Government stops new [#Oil](#) and [#Gas](#) projects!

[#JustStopOil](#) [#EndFossilFuels](#)



https://twitter.com/JustStop_Oil/status/1509785176309702659?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1



[dailymail.co.uk](https://www.dailymail.co.uk)

Extinction Rebellion plan 'DAILY protests' across the Capital in April
Extinction Rebellion will launch a new wave of protests starting next Saturday - including 'mass participation' on London streets, the eco-...

https://twitter.com/JustStop_Oil/status/1509789211800612867?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

Hundreds of supporters of #JustStopOil have blocked key oil terminals at 10 sites across the country with potential on fuel supplies to London and the South East.

Here is Cameron telling us why he decided to take this action.

Want to get involved? ow.ly/Cb6e50IxSCN



https://twitter.com/JustStop_Oil/status/1509795073155813422?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

Hundreds of environmental protesters have blocked ten oil terminals across the country as part of a campaign to paralyse the UK's fossil fuel infrastructure.

Register for a zoom call: juststopoil.org/zoom

Donate: juststopoil.org/donate

#JustStopOil



theguardian.com

Environmental protesters block oil terminals across UK

Activists climb on tankers and glue themselves to roads around London, Birmingham and Southampton

https://twitter.com/JustStop_Oil/status/1509853723882926080?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

#FOSSILFUELS ARE KILLING PEOPLE. NO MORE OIL AND GAS PROJECTS. NO MORE WAR !

In 2021, the International Energy Agency said "If governments are serious about the climate crisis, there can be no new investments in oil & gas from this year."

#JustStopOil



bbc.co.uk

Just Stop Oil protests: Terminal operations suspended and arrests ma...

Protesters are arrested as climate change campaign groups target "critical" fuel sites across England.

https://twitter.com/JustStop_Oil/status/1509907213338484737?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

...

Our safety now depends on the government taking immediate action to end 'normal operations' at fossil fuel companies.

Starting with no new oil and gas.

[#OilDestroys](#)

— **ExxonMobil UK** @ExxonMobil_UK · Apr 1

We are grateful for the assistance of the police as we have now restored normal operations at the majority of our fuel supply terminals, and we anticipate that all terminals will be open later today.

https://twitter.com/JustStop_Oil/status/1509938843553779716?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

...

500 Supporters of Just Stop Oil remain at all 10 oil terminals.

This young young brave supporter stepped up to face the crisis.

This is what we all must do if we wish to secure a livable future and

[#JustStopOil](#)

Follow the link in our bio to join a call tonight!



https://twitter.com/JustStop_Oil/status/1509965850756923397?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

Truck surfer being brought down at dusk, Navigator terminal, Essex

If it really mattered would you join them? Well its 2022 and its time to step up

Daily zoom call at 19.00 hours - juststopoil.org/events/

[#JustStopOil](#)



https://twitter.com/JustStop_Oil/status/1509973976864497667?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

It is time to change. No new oil and gas infrastructure is the only one way we can move forward and have a livable future.



Donnachadh McCarthy @DonnachadhMc · Apr 1

Heroic young climate protectors block oil terminals forcing criminal climate arsonists Exxon Mobil to stop operations.
UK govt just told every country in the world to maximise their oil & gas reserves = suicide for humanity.

[#NoNewOilGas](#)

[@JustStop_Oil](#)

independent.co.uk/news/uk/home-n...

<https://twitter.com/RebelsAnimal/status/1509809325627351042?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted



Animal Rebellion @RebelsAnimal · Apr 1

BREAKING: Animal Rebels join @JustStop_Oil to shut down UK oil distribution. Hundreds of people disrupt sights across the country demanding that the government halt all future exploration, development and production of fossil fuels in the UK. #JustStopOil #AnimalRebellion



<https://twitter.com/damiengayle/status/1509794835779178510?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted



Damien Gayle @damiengayle · Apr 1

@JustStop_Oil supporters let the air out of the tyres of an oil tanker



https://twitter.com/JustStop_Oil/status/1509989155379503116?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 1

...

"we have a brief and rapidly closing window of opportunity...we are here because we are desperate"

Time to step up and not stand by - daily zoom 7pm, register at juststopoil.org.uk



youtube.com

Channel 4 News | 1 April 2022 | Just Stop Oil

Join the nightly national Zoom session:

<https://juststopoil.org/zoom> Watch a video tal...

https://twitter.com/JustStop_Oil/status/1510144062321483783?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

BREAKING

The morning brings new blocks! Photo above from navigator terminal this morning.

Want to get involved? Daily zoom calls happening from today. Click the link in our bio to find out more.

#JustStopOil #Endfossilfuels



https://twitter.com/JustStop_Oil/status/1510178362714738688?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Whats this?

Its one of three tunnels, one dug under each entrance to the massive Navigator oil terminal and one at the entrance to the Grays site?

@LBC @Channel4News @SkyNews @BBCNews @itvnews @BBCEssex

#JustStopOil



https://twitter.com/JustStop_Oil/status/1510180261241233414?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Our Government needs to get a grip of this situation! Why does it fall on citizens to fight for our futures when the decision to stop licensing new oil projects is common sense!

Follow link in bio - join a zoom call today.

#JustStopOil #Endfossilfuels



<https://twitter.com/XRebellionUK/status/1510185169088618496?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted



Extinction Rebellion UK @XRebellionUK · Apr 2

BREAKING NEWS: People demanding we Just Stop Oil have taken to tunnels. Forcing main roads at critical oil terminals to close & blocking over 100 oil tankers at Titan Truck Park which service oil terminals.

Major disruption expected, till @GOVUK stop funding fossil fuels.



https://twitter.com/JustStop_Oil/status/1510196936724430851?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

Police discover the entrance to one of the three tunnels

#JustStopOil



https://twitter.com/JustStop_Oil/status/1510199578947198983?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Police start to dismantle tunnel cover - with #JustStopOil supporters still inside and in the tunnel. Concerns expressed for peoples safety



https://twitter.com/JustStop_Oil/status/1510203884458979334?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

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



https://twitter.com/JustStop_Oil/status/1510203880281411594?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

The tunnels now run under the tarmac - the road needs to be closed



https://twitter.com/JustStop_Oil/status/1510203874543648768?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

As police give up on 10 young people still 'tanker surfing' they are turning their attention to the 'great escapers'.

The health and safety rule book has however been mislaid

@ClimateHuman @BBCLondonNews @damiengayle @SkyNews
@Channel4News @Channel5Press @BBCNews @itvnews



▶ 5,659 views

0:31 / 1:07 🔊 ↗

https://twitter.com/JustStop_Oil/status/1510213136086929416?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

This was late yesterday - the surfers getting ready to spend the night outside.

Not your normal #AllNighter but if these people are going to have a future it will be because they and you stepped up and didn't stand-by

Join the daily zoom call - [JustStopOil.org.uk](https://www.juststopoil.org.uk)



https://twitter.com/JustStop_Oil/status/1510240734422646792?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Supporters of Just Stop Oil remain at Navigator terminal. Here is Dickie Crane, 55, carer and bingo caller, telling us why they decided to take this action.

Follow the link in our bio to join a daily zoom call at 7pm.

[#JustStopOil](#) [#EndFossilFuels](#)



<https://twitter.com/essexlive/status/1510253214913818626?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted

Essex Live @essexlive · Apr 2
Essex Police has arrested a total of 83 people following @JustStop_Oil protests in the #Thurrock district

essexlive.news
Police make 83 arrests after Just Stop Oil protest...
Officers are continuing to engage with protestors in Grays

https://twitter.com/JustStop_Oil/status/1510270834329411585?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg

JustStopOil @JustStop_Oil · Apr 2
Why are ordinary people doing this?

Join the daily zoom call and find out juststopoil.org.uk

And here is Dickie - Carer and Bingo Caller, who in the face of harmful government feels he has no choice but to act



https://twitter.com/JustStop_Oil/status/1510270828318965769?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Meanwhile the tunnel network is under investigation



https://twitter.com/JustStop_Oil/status/1510270290366021645?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Saturday afternoon round-up -

Kingsbury Terminal re-blocked



https://twitter.com/JustStop_Oil/status/1510280478192029702?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Another day, more disruption to the [#FossilFuel](#) industry !

Fossil fuel are the reason we are currently in an [#EnergyCrisis](#)!

Our demand is simple! NO MORE OIL AND GAS! 🛢️❌

We're all in this together, please support where you can ❤️

Visit [JustStopOil.org](https://www.juststopoil.org)



https://twitter.com/JustStop_Oil/status/1510321543997530117?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 2

...

Like the [#climatebreakdown](#) - the blockades are beginning to bite

[#JustStopOil](#)

[#DontPanic](#)

[#DontLookUp](#)



<https://twitter.com/InsulateLove/status/1510347516138643462?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted



Insulate Britain @InsulateLove · Apr 2

...

It seems like the pumps are going dry. This could end immediately if [@10DowningStreet](#) got on with the job and did what was right at this time in history. What's stopping them?

[#JustStopOil](#)
[#InsulateBritain](#)



https://twitter.com/JustStop_Oil/status/1510515081754386433?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 3

...

Thames Oil Port blocked - 8 supporters of [@JustStop_Oil](#) now [#trucksurfing](#) 2 trucks

Our Govt is criminally negligent, calling itself a 'climate leader' yet planning 40+ new [#fossilfuel](#) projects

Ordinary people left with no choice but to be their own climate leaders

[#JustStopOil](#)



https://twitter.com/JustStop_Oil/status/1510515077182541827?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 3

...

#JustStopOil supporters inside the massive Buncefield terminal

Govt wants to produce every barrel of North Sea oil & gas - destroy the climate, the economy and our lives

The govt needs to #getagrip, get out of bed with the oil industry



https://twitter.com/JustStop_Oil/status/1510521355455897603?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



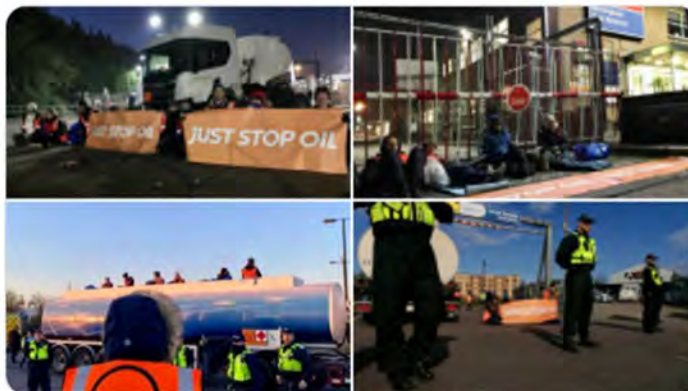
JustStopOil @JustStop_Oil · Apr 3

...

Just Stop Oil blocks critical oil facilities for the third day in a row demanding an end to new oil and gas.

Want to get involved? Daily zoom calls happening from today. Click the link in our bio to find out more.

#juststopoil #Endfossilfuels



https://twitter.com/JustStop_Oil/status/1510633246937292807?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 3

More supporters being removed today. These actions are not taken lightly. As said by just stop oil supporters on site, 'we would far rather be getting on with our life's' but we must [#JustStopOil](#) now. Join a call tonight ow.ly/p7wY50lz8cN [#EndFossilFuels](#)



<https://twitter.com/PA/status/1510664369121734660?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted



PA Media @PA · Apr 3

More than 200 people have been arrested as climate change activists enter a third day of protests at oil terminals

Activists from Just Stop Oil are demanding that the Government stops new oil and gas projects



https://twitter.com/JustStop_Oil/status/1510929196868149250?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 4

4th day in a tunnel at the huge Navigator site.

No water, no air, no light - vehicles moving overhead

#JustStopOil
@petefolding
@GeorgeMonbiot
@ChrisGPackham
@XRebellionUK



https://twitter.com/JustStop_Oil/status/1510930632553209859?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 4

More blocks today from @ExtinctionR



uk.news.yahoo.com

Extinction Rebellion and Just Stop Oil fuel protests enter fourth day as...
Protest comes days head of planned 'mass participation' demonstration in London

https://twitter.com/JustStop_Oil/status/1510947891719905286?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 4

Petrol shortages hitting forecourts - Gov need to [#GetAGrip](#) and end this misery & halt new oil and gas



[express.co.uk](https://www.express.co.uk)

'Petrol shortage in south-east England!' Activists claim success in blo...
ACTIVISTS have said the reason "pumps are going dry" is because the Just Stop Oil group are "succeeding" in blocking supplies.

https://twitter.com/JustStop_Oil/status/1510947887684935683?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 4

Oil supplies near Heathrow re-blocked by [@XRebellionUK](#)

[#Tunnels](#) still in place, one occupied resulting in severe disruption at the huge Grays and Navigator sites, Essex

[#JustStopOil](#) supporters on site at Buncefield

[@GreenpeaceUK](#) [@DaleVince](#) [@GeorgeMonbiot](#) [@GaryLineker](#)



https://twitter.com/JustStop_Oil/status/1511004333080465409?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



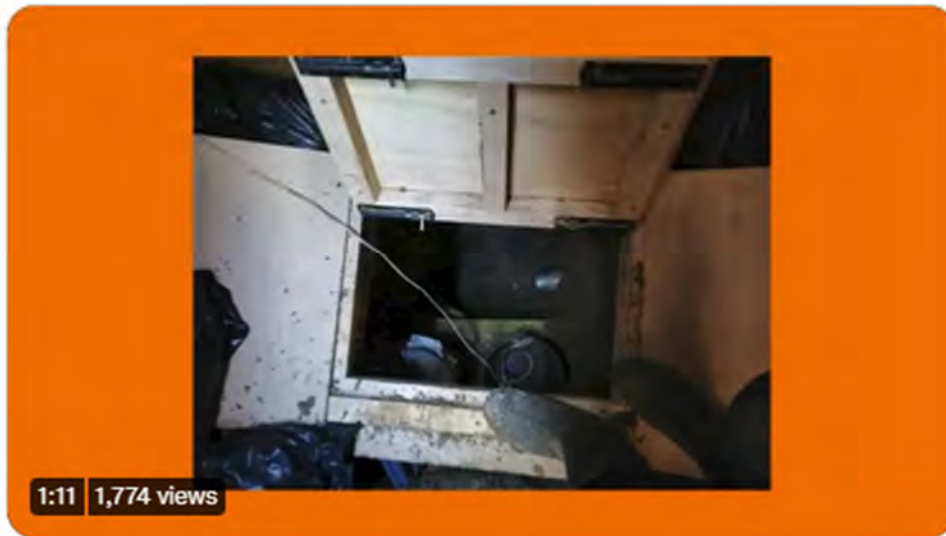
JustStopOil @JustStop_Oil · Apr 4

...

The day that millions in the UK saw their energy bills sky rocket, supporters of Just Stop Oil began digging tunnels under 3 oil terminals. Four days later, two people remain underground.

Join our Zoom call tonight at 7pm to learn how you can get involved.

[#JustStopOil](#)



https://twitter.com/JustStop_Oil/status/1511036451521277964?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 4

...

Update from the ~#Tunnel at Navigator Oil Terminal, @ECFRS (the fire service) have been brought in to evict on behalf of @EssexPoliceUK

Is this safe @peter_faulding ?

[@ClimateHuman](#) [@GeorgeMonbiot](#) [@fbunational](#) [@ChrisGPackham](#)
[@GhostPanther](#)



https://twitter.com/JustStop_Oil/status/1511063812681748481?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 4

...

Two courageous supporters of Just Stop Oil spent their 4th day in a network of tunnels under Navigator oil terminal. The roads they are under supply fuel across the South East.



https://twitter.com/JustStop_Oil/status/1511106338381778953?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 4

...

Pictures from this evening from the Navigator Tunnel site - an array of hi-viz and power tools.

#JustStopOil #EndNewOil



https://twitter.com/JustStop_Oil/status/1511230487368548352?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 5

...

This morning [#JustStopOil](#) supporters re-blocked Kingsbury Oil Terminal, Tamworth

"Climate activists are sometimes depicted as dangerous radicals. But the truly dangerous radicals are the countries that are increasing the production of fossil fuels." UN Secretary General



https://twitter.com/JustStop_Oil/status/1511240766730952707?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 5

...

Kingsbury Oil Terminal, Tamworth - block on-going.

Join the daily 7pm zoom call - [JustStopOil.org](https://www.juststopoil.org)



https://twitter.com/JustStop_Oil/status/1511282527268397059?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 5

...

24 HOURS INSIDE BUNCEFIELD OIL TERMINAL

Around 25 police cars were at the site to divert tankers and arrest the supporters. All media was blocked from entering the site, however photos were taken by supporters.

Together we can [#JustStopOil](#)

Follow the link in our bio to join.



<https://twitter.com/XRebellionUK/status/1511290344717131781?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJ>

JustStopOil Retweeted



Extinction Rebellion UK @XRebellionUK · Apr 5

...

BREAKING NEWS: A 5th day of disruption to oil distribution continues as police remove people blocking Kingsbury a 24/7 oil terminal run by Shell.

Last year fires raged, crops died, and [@Shell](#) made £14.2 billion profit.

They get rich & we struggle to eat. It's time to resist.



<https://twitter.com/XRebellionUK/status/1511292314718724100?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJ>

JustStopOil Retweeted
 **Extinction Rebellion UK** @XRebellionUK · Apr 5
Buncefield Terminal has been disrupted for the last 24 hours.

In 2005 the Buncefield Fire was described as the "largest incident of its kind in peacetime Europe".

Profiting from polluting the planet is not peace.

Oil is not safe now or for our future.

Just Stop Oil.



<https://twitter.com/FuelOilNews/status/1511324030799949824?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted
 **Fuel Oil News Magazine** @FuelOilNews · Apr 5
Protests cause suspension of UK fuel terminal operations:

ow.ly/SfWx50IAGAN

#oilterminals #fuelterminals #juststopoil #climatechange



https://twitter.com/JustStop_Oil/status/1511423551693283329?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 5



Amy & Ben before leaving the tunnel at the Navigator Terminal

Both left safely, however many now suffering the impacts of chaotic weather do not know if they should stay or if they leave where is safe to go,

As @ClimateHuman said 'we will look back with longing at what we had



https://twitter.com/JustStop_Oil/status/1511588089671696384?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 6



From inside the Navigator Oil terminal, #JustStopOil supporters are lock-on at height inside the loading bays

"I am terrified"



https://twitter.com/JustStop_Oil/status/1511590484644352001?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 6



"Terrified, sad, furious" - why 25 young people are inside the Navigator Oil Terminal

@georgemonbiot @ChrisGPackham @ClimateHuman @ClimateBen @natalieben



https://twitter.com/JustStop_Oil/status/1511595107920850947?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 6



First removals of #JustStopOil supporters happening inside the massive #Navigator Terminal

Young people desperate and scared as a radical, reckless government plans the destruction of their future

#OilDestroys -

Join the Daily call 7pm juststopoil.org/events/



<https://twitter.com/damiengayle/status/1511527680180686854?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted



Damien Gayle @damiengayle · Apr 6

Activists from @JustStop_Oil have trespassed on to Navigator oil terminal in Thurrock to stop deliveries of petrol



https://twitter.com/JustStop_Oil/status/1511605083661901825?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 6

Why 25 young people are occupying Navigator, the country's largest oil depot

@BorisJohnson can end this, right now - #NoNewOilAndGas



https://twitter.com/JustStop_Oil/status/1511607072475033602?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 6

...

More from inside the country's largest oil depot - over 25 [#JustStopOil](#) supporters are calling government to stop planning the destruction of their future and to end all new oil and gas

They are scared and desperate



https://twitter.com/JustStop_Oil/status/1511632192585220096?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 6

...

From inside the massive Navigator terminal, where supporters of just stop oil have scaled pipes inside fuel loading bays, to continue disrupting fossil fuel supply. This action is a demand to our government to get a grip. Follow the link in our bio - join the campaign.



https://twitter.com/JustStop_Oil/status/1511767333160820749?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 6
Navigator Terminal, a few hours ago

...

Five #JustStopOil are still in the pipes and it looks like they are getting ready for the night-shift



https://twitter.com/JustStop_Oil/status/1511857205074702339?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7
BREAKING

...

From 00:40am this morning, on their 7th day of action, supporters of Just Stop Oil are blocking the entrance to Kingsbury Oil Terminal.

This action is part of wider measures being taken by the group with the aim of disrupting UK oil.



https://twitter.com/JustStop_Oil/status/1511877681687707649?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7

...

An hour ago #JustStopOil Supporters entered the Kingsbury Oil Terminal
"we seem to have free rein of the place"

Demanding #NoNewOil

They will stop when Gov end New Oil and Gas

@GeorgeMonbiot @ScientistRebel1 @XRebellionUK



https://twitter.com/JustStop_Oil/status/1511938939480854532?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7

...

Just Stop Oil supporters are now inside the Kingsbury Oil Terminal while
continuing to occupy the massive Navigator site in Essex (26 hrs in)

It is expected that this will impact on fuel supplies to petrol stations across
England

Gov could end this now by halting new oil & gas



https://twitter.com/xr_cambridge/status/1512025847645061126?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg

JustStopOil Retweeted



XR Cambridge @xr_cambridge · Apr 7

Fuel running dry across Cambridge. Why? @JustStop_Oil and @XRRebellionUK are blockading oil terminals across the UK.

Shown here are petrol stations in Sainsbury's Coldhams Lane, Tesco Fulbourn, and BP Elizabeth Way and Cherry Hinton.

#JustStopOil (1/3)



https://twitter.com/JustStop_Oil/status/1512076714641276933?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7

Hello,

Welcome to another episode of Black Planet. I'm your host David Attenborough, junior.

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

#JustStopOil



https://twitter.com/JustStop_Oil/status/1512092151076868098?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7

...

Thirty-seven #JustStopOil protesters scaled a spiked fence and used a hacksaw to break through an unguarded rear gate into the Kingsbury site, in Warwickshire, just after midnight on Thursday.

At least one of them is still there now.



independent.co.uk

Just Stop Oil activists hacksaw into major UK terminal and chain them...
37 protesters broke into Warwickshire site in middle of night, bringing
distribution to halt

https://twitter.com/JustStop_Oil/status/1512095023684374535?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7

...

More than 100 arrests during week of protests at Kingsbury oil terminal in Warwickshire, says @itvnews.

@JustStopOil



itv.com

More than 100 arrests during week of protests at Kingsbury oil termin...
The activist group says protesters are inside the terminal in
Warwickshire, and police have said a significant operation is underwa...

<https://twitter.com/JustStopOil/status/1512118117270446086?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



JustStopOil @JustStop_Oil · Apr 7

Watch as #JustStopOil activists scale fence to occupy Kingsbury oil terminal

"Protesters embroiled in near-week-long campaign entered the depot, near Tamworth, by scaling fences and making their way to the loading bay"



birminghammail.co.uk

Huge police presence at oil terminal as climate activists force their wa...
Protesters embroiled in near-week-long campaign entered the depot, near Tamworth, by scaling fences and making their way to the loading ...

<https://twitter.com/JustStopOil/status/1512127938514370565?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



JustStopOil @JustStop_Oil · Apr 7

Fuel stations in Hammersmith are running out of fuel.

We don't want to be doing this, we want a habitable planet.

If the government agrees to stop issuing new fossil fuel licences, as the @UN and @IEA demand, we'll stop.

#JustStopOil



https://twitter.com/JustStop_Oil/status/1512135012212264960?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7

...

Getting ready for a night on a tanker - everything it non-violently takes

We will look back with longing at all we have lost @ClimateHuman
@GeorgeMonbiot @JKSteinberger

#JustStopOil



<https://twitter.com/Ecohustler/status/1512163041357533189?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

JustStopOil Retweeted



Ecohustler @Ecohustler · Apr 7

...

XR repeatedly blockade @Esso_GB fuel depot in West #London

Inside story of #climate activists linking up to take down fossil fuel infrastructure before it is too late -

ecohustler.com/technology/xr-...

#ClimateEmergency #ClimateAction @ExtinctionR @XRLondon
@JustStop_Oil



ecohustler.com

XR repeatedly blockade Esso fuel depot in West L...
Inside story of climate activists linking up to take down fossil fuel infrastructure before it is too late

https://twitter.com/JustStop_Oil/status/1512192746823507971?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 7

...

7 days and counting [#JustStopOil](#) [#FuelShortage](#)



https://twitter.com/JustStop_Oil/status/1512262767369146404?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 8

...

DAY 8!

BREAKING: 2 people hang from key oil pipe framework, blocking all tankers entering and exiting the Inter terminal which supplies forecourts across the South East.

Is there a future with oil? Is there hell.



https://twitter.com/JustStop_Oil/status/1512326729871859718?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 8

...

From a bridge, over the road that leads into the massive Navigator oil terminal, just before he is removed - "whatever you are going to do on the climate crisis - do it now"

This on the morning #Cambo oil field rears its head again.

#JustStopOil
#StopCambo



https://twitter.com/JustStop_Oil/status/1512328621737885697?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 8

...

This doesn't have to continue.

If @10DowningStreet agreed to make our future safer by agreed to stop all new fossil fuel licences, as the @un and @IEA say we need to do, we would stop.

#JustStopOil

BBC Essex @BBCEssex · Apr 8

BREAKING: The police operation to remove @JustStop_Oil protestors from several Essex oil depots has cost more than £1 million, @DCCAndyProphet from @EssexPoliceUK has told BBC Essex.

Protests have been going on since Friday last week, with more protestors arriving this morning.

[Show this thread](#)



https://twitter.com/JustStop_Oil/status/1512742698700132359?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 9

Day 9 - Gov and can end this misery by making a statement to #EndNewOilAndGas

Fuel shortages across England as #JustStopOil supporters continue disruption - demanding a future, demanding a liveable world

#FuelShortage #juststopoil



cambridgeindependent.co.uk

Motorists queue at closed forecourts around Cambridge as fuel short... Erratic supplies leave drivers going from garage to garage - and prices are now 177p per litre for petrol

https://twitter.com/JustStop_Oil/status/1512923155215573000?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 9

He's only gone and done it!

That's tunnel 3 deployed under the road to the Kingsbury Terminal.

#JustStopOil



https://twitter.com/JustStop_Oil/status/1512940756813680644?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

If the Government will not act in our defence, we will act in our defence.

#JustStopOil



https://twitter.com/JustStop_Oil/status/1512998983513391111?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

'You are protecting the fossil fuel industry are you mad?'

#JustStopOil



https://twitter.com/JustStop_Oil/status/1513001093088821249?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

#JustStopOil supporters are taking control of Buncefield terminal.

'They are not going to run us over. It's a hell of a noise they're making to try and scare us but the climate crisis is far scarier'



https://twitter.com/JustStop_Oil/status/1513033343385935875?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

'Hey everyone, we are at Grays terminal loading bay [Inter], with about 40 people, the police have just arrived and we're going to be here for a long time'

#JustStopOil



https://twitter.com/JustStop_Oil/status/1513033441171972106?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

Nonviolent action to stop the [#petrol](#) and [#diesel](#) from leaving Buncefield oil terminal.

"I won't be stopped, and I won't back down until our government stops trading our lives for profit"



https://twitter.com/JustStop_Oil/status/1513046539878424576?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

BREAKING: 40 students and young people have entered the Grays Inter terminal to cease works at the site.

The United Kingdom ranks 15th in the world for oil consumption. Our treasonous gov't is killing us with poison.

[@10downingstreet](#) [@nusunuk](#) [@Fridays4future](#) [@Greenpeace](#)



https://twitter.com/JustStop_Oil/status/1513067197937209352?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

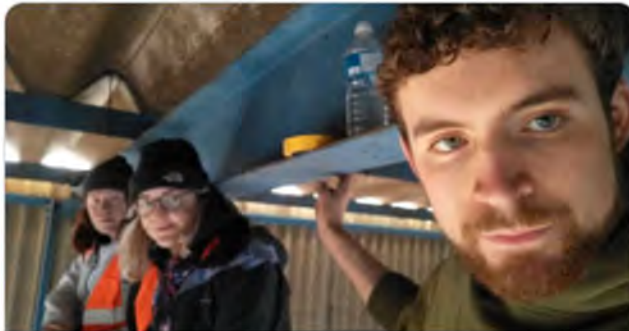
...

Breaking: #JustStopOil supporters block 3 oil terminals on tenth day of action.

- 1 Inter, Grays
- 2 Kingsbury, Midlands
- 3 Buncefield, Herts

juststopoil.org/2022/04/10/bre...

#EndNewOilAndGasLicences



juststopoil.org

Breaking: Just Stop Oil supporters block 3 oil terminals on tenth day o...
Breaking: Just Stop Oil supporters block 3 oil terminals on tenth day of action Supporters of Just Stop Oil have disrupted oil supplies from oil ...

https://twitter.com/JustStop_Oil/status/1513073742339002370?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg

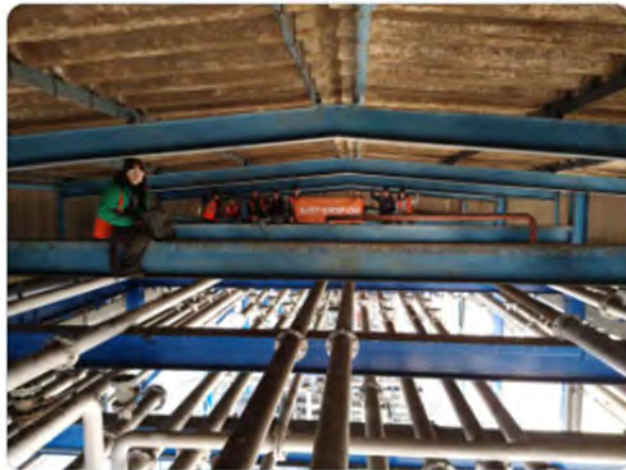


JustStopOil @JustStop_Oil · Apr 10

...

30 #JustStopOil supporters in the loading bay of Inter, Grays.

Putting their freedom on the line right now so we can have a safer future.
This will stop when @10DowningStreet says they will
[#StopAllNewFossilFuelLicences](#).



https://twitter.com/JustStop_Oil/status/1513221907713347586?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

Petrol stations closed across huge swathes of UK as eco-protestors block oil tankers

Warwickshire Police have made 29 arrests this weekend as Just Stop Oil activists have dug an underground tunnel beneath a key tanker route to the BP Kingsbury Terminal.



mirror.co.uk

Petrol stations closed across huge swathes of UK as eco-protestors b...
Warwickshire Police have made 29 arrests this weekend as Just Stop Oil activists have dug an underground tunnel beneath a key tanker ...

https://twitter.com/JustStop_Oil/status/1513222572162310145?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 10

...

Fuel shortage grips Britain: One in three petrol stations in the South are CLOSED after eco mob cause ten days of chaos at oil terminals - as 80 activists target three more sites today

#JustStopOil



dailymail.co.uk

Eco mob block three more oil terminals as pumps run dry
Causing more havoc for motorists, climate change activists Just Stop Oil started blocking three oil terminals in Hertfordshire, Essex and ...

https://twitter.com/JustStop_Oil/status/1513432383109873665?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 11

Mitchel, Ben & Rosa from Inter Oil Terminal, 26 hours and counting.

"If you are feeling this disruption, and want to know how it can stopped, it stops when Boris Johnson makes a statement to stop all new oil to save the lives of billions"

#Juststopoil #fuelshortage #GMB



https://twitter.com/JustStop_Oil/status/1513528586115989504?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 11

'The Climate Crisis and What To Do About It'

Episode 2 - How to Disable a Tanker

For those willing to join in civil resistance against our government. A govt willing to sacrifice the existence of organized human life, not in the distant future, for money.

#JustStopOil



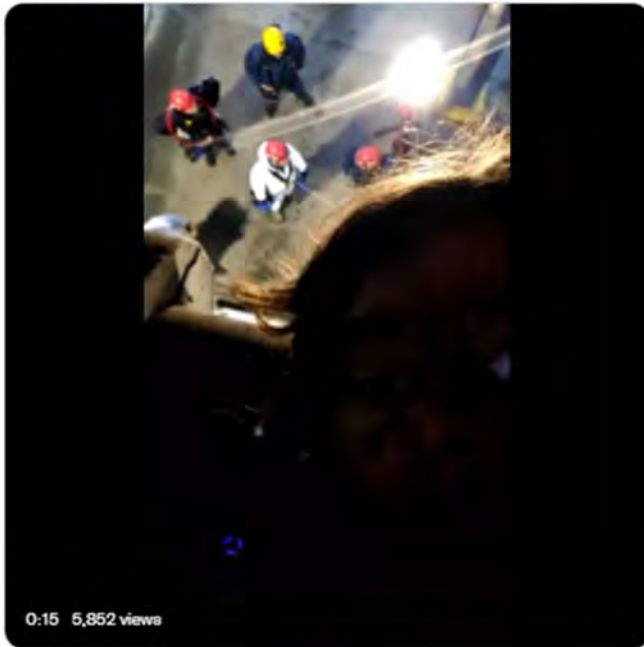
https://twitter.com/JustStop_Oil/status/1513599946456547329?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 11
38 HOURS OF OIL SUSPENDED AT INTER TERMINAL.

...

We will #juststopoil it's not a question of if, it's a question of when.



https://twitter.com/JustStop_Oil/status/1513886404576698370?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg



JustStopOil @JustStop_Oil · Apr 12
We are in civil resistance.

...

#JustStopOil protesters vow to continue until 'all are jailed'

Anti-fossil fuel activists have vowed to continue blockading oil terminals until they are jailed, as they approached 1,000 arrests for their actions so far.



theguardian.com
Just Stop Oil protesters vow to continue until 'all are jailed'
Extinction Rebellion close Lloyd's of London as activist groups continue their direct action

<https://twitter.com/JustStopOil/status/1514149090589872135?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



JustStopOil @JustStopOil · 12h
We are in civil resistance.

This morning we occupied a tanker on the roads near Purfleet terminal to stop the flow of oil.

#JustStopOil #NoNewOilAndGas



XR

<https://twitter.com/XRebellionUK/status/1509782323004383234?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK @XRebellionUK · Apr 1
BREAKING! 10 OIL FACILITIES BLOCKED ACROSS UK

@BorisJohnson failed to respond to our demands to shut down the #FossilFuel economy.

#FossilFuels are killing 🌍 & funding war

Big Oil makes record \$\$ while hitting us with #CostOfLiving crisis

So today, we shut them down



<https://twitter.com/XRebellionUK/status/1509790359714418709?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJ>



Extinction Rebellion UK @XRebellionUK · Apr 1
Good morning! Across the UK 10 fossil fuel facilities have been shut down.

Politicians have failed to act on the [#ClimateCrisis](#).

People must now end fossil fuels.

Extinction Rebellion Youth UK @xryouthuk · Apr 1
good morning!!

we are currently blocking the hythe entrance terminal at the Exxon mobile oil refinery in fawley, hampshire.

stop all new fossil fuel investment, now.

it is that simple ;)

more updates coming this way soon!

@XRebellionUK @SolidarityXr @XrYouth



<https://twitter.com/XRebellionUK/status/1509808847472541700?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJ>



Extinction Rebellion UK @XRebellionUK · Apr 1
BREAKING NEWS: Hundreds of people have blocked 9 oil facilities in the UK to demand we Just Stop Oil.

A worker, in a truck leaving said "good on you love, it's got to happen, fossil fuel has to end"

Fossil Fuels must end. Will you stand by? Or will you step up?

Damien Gayle @damiengayle · Apr 1
It's incredible how few protesters are needed to block an oil terminal
[@JustStop_Oil](#)
[Show this thread](#)



<https://twitter.com/XRebellionUK/status/1509829370944405518?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK @XRebellionUK · Apr 1
Right now we are blocking 10 #FossilFuels sites across the UK with Just Stop Oil.

- Esso West London
- BP UK Hamble
- Hythe Terminal
- Grays Inter Terminals
- Navigator Essex
- Purfleet Fuels Terminal
- Buncefield Depot
- Kingsbury Terminal
- BP Depot Tamworth
- Esso Birmingham



<https://twitter.com/XRLambeth/status/1509829114194280450?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion Lambeth @XRLambeth · Apr 1
If we can stop an oil tanker with 4 people imagine what we can achieve with 100,000s.

3.5% of the population is all we need to be successful in acquiring rapid and radical change.

Join our mass mobilisation campaign here: forms.gle/o76y7PaoyK1Rv...

[@JustStop_Oil](#)
[@InsulateLove](#)



Damien Gayle @damiengayle · Apr 1
It's incredible how few protesters are needed to block an oil terminal
[@JustStop_Oil](#)
[Show this thread](#)



<https://twitter.com/XRebellionUK/status/1510185169088618496?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK @XRebellionUK · Apr 2

BREAKING NEWS: People demanding we Just Stop Oil have taken to tunnels. Forcing main roads at critical oil terminals to close & blocking over 100 oil tankers at Titan Truck Park which service oil terminals.

Major disruption expected, till @GOVUK stop funding fossil fuels.



<https://twitter.com/XRebellionUK/status/1510205535676682240?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK @XRebellionUK · Apr 2

Police putting people in danger as they discover Just Stop Oil have been digging for victory.

Till demands to defund oil & gas are met, there will be major disruption to oil facilities in the UK for the foreseeable.

JustStopOil @JustStop_Oil · Apr 2

As police give up on 10 young people still 'tanker surfing' they are turning their attention to the 'great escapers'.

The health and safety rule book has however been mislaid

@ClimateHuman @BBCLondonNews @damiengayle @SkyNews @Channel4News @Channel5Press @BBCNews @itvnews

[Show this thread](#)



0:49 5,660 views

<https://twitter.com/XRebellionUK/status/1510226564507656195?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK 🌍 @XRebellionUK · Apr 2 ...
2 tankers now block Grays oil terminal disrupting 300+ loads a day at a key supply point for London's fuel distribution network.

Why?

"We've been here 2 hours, we intend to stay... we're under 25 & we care about our futures." Just Stop Oil

Fossil fuels are fucking our future.



<https://twitter.com/XRebellionUK/status/1510692787477438467?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK 🌍 @XRebellionUK · Apr 3 ...
2 other oil terminals were also blocked near Birmingham & 12 people entered and disrupted Buncefield terminal.

Until the government stop all new fossil fuel funding, this disruption will continue. It's the only way we can defend life while they continue to fail to act now.



<https://twitter.com/XRebellionUK/status/1510688774711394307?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK 🌍 @XRebellionUK · Apr 3 ...
Just Stop Oil continued to cause disruption across the UK today.

Grays & Navigator oil terminals were blocked overnight. Kingsbury was disrupted by truck surfers again in the early am.

These 3 provide an estimated 54% of Englands oil, as petrol station shortages were reported.



<https://twitter.com/XRebellionUK/status/1510878583031582720?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK 🌍 @XRebellionUK · Apr 4 ...
#ExtinctionRebellion protestors are blocking Esso West oil facility near Heathrow.

April 4 = 4th day of sustained action w/ **#JustStopOil**
We will continue to block oil facilities until **@GOVUK** agrees to stop all new fossil fuel investments immediately.



extinctionrebellion.uk
WE'RE HERE TO STAY: Extinction Rebellion return to block Esso West...
At 4am this morning, Extinction Rebellion returned to the Esso West oil facility near Heathrow Airport in London. They are currently blocking ...

<https://twitter.com/XRebellionUK/status/1510898652214185986?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK 🌍 @XRebellionUK · Apr 4

...

Extinction Rebellion have shut down an oil terminal this morning.

Just Stop Oil blocked over 50% of englands oil supplies this weekend.

The fossil fuel era is over.

Join us from April 9th to demand the Government stop supporting the industries destroying life.



<https://twitter.com/XrSouthEastUK/status/1510872722125041664?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

Extinction Rebellion UK Retweeted

 **XR South East UK** @XrSouthEastUK · Apr 4

♥ We're Not Going Away ♥


#ExtinctionRebellion returned to the Esso West London Oil Terminal near Heathrow, blocking the entrance and raising two beautiful bamboo tensegrity structures.

This is #LoveInAction, we must #EndFossilFuelsNow

Join us. April 9th 10am Hyde Park




<https://twitter.com/XRebellionUK/status/1510930482816561154?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>

 **Extinction Rebellion UK** @XRebellionUK · Apr 4

BREAKING NEWS: Just Stop Oil tunnels are still disrupting one of the UK's largest oil terminals after 4 days.

As Extinction Rebellion blocks the West London Esso Terminal again with Bamboo.

Solidarity with those putting themselves in the way of the industries destroying life.

 **JustStopOil** @JustStop_Oil · Apr 4

4th day in a tunnel at the huge Navigator site.

No water, no air, no light - vehicles moving overhead

#JustStopOil
@petefolding
@GeorgeMonbiot
@ChrisGPackham
@XRebellionUK

<https://twitter.com/XRebellionUK/status/1511292314718724100?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK @XRebellionUK · Apr 5
Buncefield Terminal has been disrupted for the last 24 hours.

In 2005 the Buncefield Fire was described as the "largest incident of its kind in peacetime Europe".

Profiting from polluting the planet is not peace.

Oil is not safe now or for our future.

Just Stop Oil.



<https://twitter.com/XRebellionUK/status/1511290344717131781?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJg>



Extinction Rebellion UK @XRebellionUK · Apr 5
BREAKING NEWS: A 5th day of disruption to oil distribution continues as police remove people blocking Kingsbury a 24/7 oil terminal run by Shell.

Last year fires raged, crops died, and @Shell made £14.2 billion profit.

They get rich & we struggle to eat. It's time to resist.



<https://twitter.com/XRebellionUK/status/1511395153721839618?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJ>



Extinction Rebellion UK @XRebellionUK · Apr 5
Think it's disgusting our taxes go to companies that wreck the climate while families can't afford their bills?

What are you waiting for?

Today these ordinary people decided to stand up to @Shell by disrupting their destruction.

Don't stand by. Just Stop Oil.



<https://twitter.com/XRebellionUK/status/1511712283403116549?s=20&t=o9Cf1MT9KUJ6sB3o6tSYJ>



Extinction Rebellion UK @XRebellionUK · Apr 6
BREAKING: This is day 6 of oil supply stoppages as the Government ignore #IPCCReport recommendations on climate & our demand to end funds for new #FossilFuels.

Trucks are stopped leaving West London Esso terminal.

Join us April 9th to demand: no more oil in a #ClimateCrisis.



3. ASSOCIATED TWEETS

https://twitter.com/Charleswor16/status/1508921378925428739?s=20&t=Xlg0KVeOnt1gxl_RHjJHuA



25 April go slow and direct action protest at Stanlow oil refinery in Cheshire
Meet at Chester services m56 at 7pm move off 730ish

https://twitter.com/OnHartley/status/1513607581767553033?s=20&t=-bDuzehOMGFa5_Fv7AsKw



<https://twitter.com/Cambslive/status/1512105805998436354?s=20&t=zmUeM65O4e-uBuAoBxcOhg>



Cambridgeshire Live
@Cambslive

...

A 51-year-old man and 62-year-old woman from Cambridge were among those arrested overnight amid the Just Stop Oil protests in Kingsbury



cambridge-news.co.uk

Cambridge man and woman among 100 arrested in Just Stop Oil protests
A 51-year-old man and 62-year-old woman from Cambridge were among those arrested overnight amid the Just Stop Oil protests

<https://twitter.com/GlobalUnion3/status/1512078135554043913?s=20&t=h2-tJ621s7nLRhu-KwN8g>



GlobalUnion
@GlobalUnion3

...

MORE THAN 100 ARRESTS IN A WEEK AT KINGSBURY OIL DEPOT PROTESTS

'Activists from Just Stop Oil have been trying to obstruct access to a site in Kingsbury since a series of England-wide protests started on 1 April. 15 people aged between 25 and 71 were ...'



bbc.co.uk

More than 100 arrests after Kingsbury oil depot protests
A force reports a "large policing presence" in an area at the Warwickshire site after more arrests.

<https://twitter.com/BBCWWR/status/1512040859830734848?s=20&t=5Riuou3gRP6WONXTV3Zv-w>



BBC CWR
@BBCCWR

...

100 people have now been arrested as a Just Stop Oil protest at Kingsbury Oil Depot is into it's 7th day. It's continuing to have an impact on petrol stations in [#Coventry](#) and [#Leamington](#) - more in the news at 2pm bbc.co.uk/cwr



<https://twitter.com/radionewshub/status/1511441796777320455?s=20&t=BqLKncAwEbxLvzbFNuwXfw>



Radio News Hub
@radionewshub

...

Interview with Just Stop Oil campaigner Paul Sheeky after protesters blocked a tanker and climbed on top of the drivers' cab near Kingsbury Oil Terminal in Warwickshire, leaving the main road blocked for all vehicles.



<https://twitter.com/talkRADIO/status/1511392227674755080?s=20&t=tMkQZZ7NOitbfnTb9uDevA>



talkRADIO 
@talkRADIO

...

Just Stop Oil protesters have blocked the entrance to the Kingsbury Oil Terminal in Warwickshire as a part of ongoing protests demanding that the Government stops new oil and gas projects.



<https://twitter.com/HeartMidsNews/status/1511323065153728514?s=20&t=c-U5ytJSwCwFvsJDhE-w>



Heart Midlands News 
@HeartMidsNews

...

At least five people have been arrested in Warwickshire during just stop oil protests. There has been a road block on the M42 near Tamworth and supply at the Kingsbury terminal's been disrupted [#HeartNews](#)



<https://twitter.com/freeradionews/status/1509859741798965250?s=20&t=-LYL2cL9arSbOdB625KTeg>



Free Radio News
@freeradionews

...

About a dozen members of Just Stop Oil are protesting at an oil depot in [#Kingsbury](#) today.

They are demanding the UK government stop new oil and gas projects.

: [@JustStop_Oil](#)



https://twitter.com/BBCcwr/status/1509812907630272514?s=20&t=4L9ljQ9_IzJn4J5plaNUg



BBC CWR
@BBCcwr

...

BREAKING: [@WarksPolice](#) say they are "working to deal with the presence of activists" at [#Kingsbury](#) oil storage depot.

It comes after Just Stop Oil protests this morning in Birmingham, Essex and Kent bbc.in/3IS5xCI

More in the news at 10am: bbc.co.uk/cwr



bbc.co.uk

Just Stop Oil protests: Terminal operations suspended and arrests made
Protesters are arrested as climate change campaign groups target "critical" fuel sites across England.

Not in the UK? Visit the [Extinction Rebellion Global Website](#).



**extinction
rebellion**



UK REBELLION APRIL 2022

JOIN THE REBELLION IN LONDON,

from 10am on 9th April @ Speakers Corner, Hyde Park.

We call on everyone to stand together for the final push in the plan to end fossil fuels.

So, don't just look up, step up.

And then sit down in the road and take your place in history.

REBELLION DATES

Come to London from **April 9 to April 17** and be ready to continue in civil resistance on *at least* the following three weekends.

This is a crucial moment. Our reliance on fossil fuels is funding wars, driving the cost of living scandal and leading to climate breakdown. This is why we are demanding an immediate end to all new fossil fuel investments.

Our disruption will not stop until the fossil fuel economy comes to an end.

SATURDAY 9 – OPENING DAY



OPENING DAY

Watch the livestream: <https://youtu.be/eLl90zomULo>

SUNDAY 10 – ACTION




ACTION DAY

Watch the livestream: <https://youtu.be/TEdY92rIDT4>

MONDAY 11 – OUTREACH **OUTREACH DAY**


Watch the livestream: <https://youtu.be/oWQ7iXoaYHw>

TUESDAY 12 – OUTREACH **OUTREACH DAY**

Watch the live stream: <https://youtu.be/qkLvuy5HB2g>


WEDNESDAY 13 – ACTION **ACTION DAY**

Watch the livestream: <https://youtu.be/ob0ni4YepRc>

THURSDAY 14 – OUTREACH **OUTREACH DAY**

12 PM @ [Tate Modern, Riverside, South Bank](#)

Mass Outreach, talks, music

FRIDAY 15 – ACTION **ACTION DAY**

10 AM @ [Hyde Park, Speakers Corner](#)

Action training – Rebellion Special!

12 PM

Small actions

1 PM

Central London Mass Action

4 – 6 PM @ [Jubilee Gardens](#)

Writer Rebel event

SATURDAY 16 – ACTION



ACTION DAY

10 AM @ Hyde Park, Speakers Corner

Action briefing – Finale Special!

12 PM

Mass actions in Central London

SUNDAY 17 – ACTION



ACTION DAY

10 AM

A Regenerative Day, for a future beyond fossil fuels

Evening

Rebellion after party (details to come)

THE PLAN FOR APRIL AND HOW TO GET INVOLVED

[Companion Doc – All The Info You Need!](#)



[Come To A Talk In London](#)



[Join The Rebellion Broadcast](#)



[Find Your Local Group](#)



[Watch The Livestream](#)



FOCUSED ECONOMIC DISRUPTION TO STOP THE FOSSIL FUEL ECONOMY

In April, **Extinction Rebellion has joined forces with other movements to block oil facilities around the UK** until the government agrees to our immediate demand: **stop all new fossil fuel investments immediately**. Standing in solidarity with all people around the world who are defending their lives, land, wildlife and cultures in the face of the crisis, we will cause maximum material disruption and tell the story of the fossil fuelled corruption at the heart of our democracy.

Now we need everyone to flood the street of London from April 9th and make meeting the immediate demand politically unavoidable.


MASS REBELLION IN LONDON

Longstanding rebels will step up into mentorship, guiding tactically smart, highly disruptive mass participation action designed to **disrupt, engage** and **recruit** new rebels in Central London, with built-in options for level of risk. We'll be easy to find, easy to join, disruptive and impossible to ignore. **We will create the most roadblocks we ever have with a new action design.**

A simple, agile, participation design enacted through new and revitalised affinity groups will allow us to stand together in all our diversity as people of all backgrounds and ages; as doctors, nurses, grandparents, students, lawyers. We are the public and we refuse to be bystanders.

REBELLION FAQs

GET INVOLVED


How do I volunteer for a role? 

Is there a Facebook event? 

Where can I donate? 

THE PLAN – WHEN, WHAT, WHY

What do you want from the Government? 

Why nonviolent civil disobedience? 

GETTING READY FOR REBELLION

Food, accommodation and transport



How should I prepare for taking action?



Affinity Groups



ARRESTS & THE POLICE

Is there legal and arrest support?



You've been criticised in the past for your relationship with the police. What are you doing about that?



LONDON TALKS

[FIND OUT MORE](#)



PROJECT 3.5

[FIND OUT MORE](#)



XR UK STRATEGY 2022

FIND OUT MORE

SIGN UP FOR NEWS

First name

Last name

Email *

I agree Extinction Rebellion can get in touch with me with news, updates, and ways to get involved

KEEP ME UPDATED

TELL THE TRUTH

- Emergency on Planet Earth
- Our Demands
- About Us
- FAQs

BE THE CHANGE

- Citizens' Assembly
- Climate and Ecological Emergency Bill
- Why Decide Together?

ACT NOW

- Campaigns
- Events
- Local Groups
- Community Groups
- Resources





MORE

- News
- Press
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Extinction Rebellion (XR) is a do-it-together movement. All our design and artwork can be used non-commercially for the purpose of planet saving.

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This does not mean creating merchandise for fundraising or sending XR a percentage of your sales. We do not endorse or create any merchandise and we will pursue and prosecute anyone who does. The Extinction Symbol was designed in 2011 by street artist ESP, who loans XR usage on the same basis:

www.extinctionsymbol.info.

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We are joining the dots – Statement on our actions and the fuel shortage

April 12, 2022 by Extinction Rebellion

As petrol pumps around the country begin to run dry, the government has a choice: continue destroying life on Earth by doubling down on oil and gas and supporting corporate interest over people's lives, or honour the UK's Paris commitments and change course.

In short, put an end to all new fossil fuel investments immediately.

Extinction Rebellion is told time and again to stop disrupting ordinary people and target the bad guys instead. But it turns out when we disrupt carbon, people feel it, as almost everything we do economically relates to – or relies on – oil and gas. We recognise these protests are hitting people now, but as the UN Secretary General, Antonio Guterres has

said, we are “on track for an unlivable future” if we continue to invest in fossil fuels. The disruption coming will be far greater and beyond our control unless this stops now.

When a system is causing harm, people have a responsibility to intervene.

Weather patterns have already destabilised. Last year we saw climate-related deaths on almost every continent. Madagascar is experiencing the first climate-related famine right now. Life as we know it is going to change, whether or not we choose to act on the climate crisis, and whether or not we like it. The UK government’s refusal to admit this is shameful dishonesty. In the words of its own Environment Agency, we must “adapt or die”.

We are out of time and our current state of democracy is completely incapable of acting with the speed and integrity needed in this moment of crisis. It’s now for the people, through a citizens’ assembly, to determine the most effective, fair, and sustainable way to transition. Polling shows the UK general public wants urgent action on climate, but we are being lied to by a government in the pocket of big oil while energy companies get tax breaks and make huge profits off war in Ukraine. The climate emergency helps us see everything is interconnected and whether it’s Covid, war in Ukraine or the cost of living crisis, we can’t wait for a better time to tackle this because there won’t be one.

This is why Extinction Rebellion will continue to join the dots through our actions. Disruption is the only power ordinary people have left to change things, to break the law to stop a greater crime taking place.

And our actions are working. By causing nonviolent economic disruption at oil facilities with the Just Stop Oil coalition while holding loving, peaceful and defiant resistance in London, we are becoming impossible to ignore and easy to join. Outreach efforts are proving to be a huge success and by giving rebels different pathways into action, we are seeing large numbers of new people joining us on the streets, getting trained, and preparing for ongoing Rebellion. All of these actions are playing a role in creating a far reaching impact and everyone’s contribution is vital and necessary, whether you’re locked to an oil rig, sitting in a road, handing out fliers or supporting people at police stations.

We are facing the loss of everything and **we all have a choice.** To let this happen, or to put ourselves in the way to stop it. To refuse to be complicit while people die right now in the climate and ecological crisis, or to obey the rules of a self terminating civilisation and live with the consequences.

To create nonviolent resistance which is impossible to ignore, or to be a bystander.

The plan is simple: We will continue to cause disruption until the government agrees to do what the IPCC, the International Energy Agency, the United Nations, its own Committee on Climate Change, and scientists everywhere are saying we absolutely must do now: **to end all new fossil fuel investments immediately**. Because what is there left to do now but take action like this, when everything else so far has failed on a cataclysmic scale?

If the government agrees to this first basic step to address the climate crisis, we will go home.

When governments choose betrayal, people will choose resistance. As long as the government continues to choose to destroy the future of humanity, good people will choose to stop them. We all have a choice. That is theirs, and this is ours.

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13/04/22

Shell are climate criminals

13/04/22

BREAKING: Extinction Rebellion infiltrates London HQ of oil giant Shell, glue on to reception desk

12/04/22

We have closed Lloyd's of London!

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Extinction Rebellion Statement on the UK Fuel Shortage

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This is what a people powered response to the climate crisis looks like

April 05, 2022 by Extinction Rebellion

As the UK woke up on Friday morning to the biggest rise in energy prices in living memory, hundreds of people blocked 10 oil facilities across the UK.

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crisis – or rather, the cost of living ‘scandal’ – have the same cause. That’s why we’re demanding an immediate end to all new fossil fuel investments.

Just yesterday the latest IPCC report came out and the media barely noticed. The Secretary General of the United Nations, Antonio Guterres put it bluntly in his speech: *“The jury has reached a verdict. And it is damning. This report is a litany of broken climate promises. It is a file of shame, cataloguing the empty pledges that put us firmly on track towards an unlivable world.*

“This is not fiction or exaggeration. It is what science tells us will result from our current energy policies. Some government and business leaders are saying one thing – but doing another. Simply put, they are lying. And the results will be catastrophic.”

We are running out of time and the government is failing us.

Across radio stations on Friday 1st April, members of the public cried down the phone to presenters as they described the prospect of hungry children and bills that leave pensioners choosing between heating and eating. All the while, energy companies are making bonanza profits, exploiting the Ukraine crisis to pursue more drilling contracts. It’s inhumane and it doesn’t add up. The UK Government is choosing to put corporate profit before the lives and livelihoods of ordinary people. It is choosing to continue relying on volatile fossil fuels that are driving climate chaos around the globe, rather than taking the climate action that our own Office for Budget Responsibility says is affordable and would create thousands of jobs.

The government is using the war in Ukraine as a political football and an excuse to expand on fossil fuel extraction. Just a few months on from the “last chance” of COP26, the Prime Minister now claims the current crisis in Ukraine and cost of living scandal require a “climate change pass”. His government is looking to “remove barriers” to increased extraction of fossil fuels from the North Sea, despite the majority of this being exported overseas and our own Energy Secretary admitting it won’t do anything to address people’s energy bills.

When you join the dots on extortionate profiteering by corporations, obscene increases in poverty, food banks that have become permanent features of communities, and people unable to afford their bills, we can see how much we have to pull together and take a stand. We know the UK public want faster climate action in the face of this cost of living scandal. So, after our blockades at oil facilities, Extinction Rebellion will be taking to the streets in London from April 9th to give fossil fuels the final shove out the door. If you’re desperate for change, please join us.

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Even the UN is now pleading to ordinary people to rise up and do what World leaders refuse to do. Antonio Guterres concluded: *“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.*

*Leaders must lead, but all of us can do our part. We owe a debt to young people, civil society and indigenous communities for sounding the alarm and holding leaders accountable. We need to build on their work to create a grassroots movement that cannot be ignored. If you live in a big city, a rural area or a small island state, if you invest in the stock market, if you care about justice and our children’s futures I am appealing directly to you. **Demand an end to all fossil fuel subsidies.**”*

These protests are what a people powered response to the climate crisis looks like. It is time for all of us to refuse to stand by while the selfish few buy and sell our future and say ‘Not in my name’.

Alanna Byrne from the XR Media Team – this piece was adapted from a similar piece in the Evening Standard on 1 April.

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END FOSSIL FUELS NOW: Extinction Rebellion and Just Stop Oil block oil facilities across the UK

April 01, 2022 by Extinction Rebellion

Email: press@extinctionrebellion.uk

Phone: +447561098449 / +447986671716

[Facebook](#) | [Instagram](#) | [Twitter](#) | [Media Assets](#) | [Donate](#)

#ExtinctionRebellion #EndFossilFilth #RebelforLife

BREAKING: In the early hours of the morning, Extinction Rebellion UK and groups in the Just Stop Oil Coalition have blocked 10 major oil facilities across the UK. We will continue to block the sites until the UK Government agrees to end all new fossil fuel investments immediately.[1]

Extinction Rebellion is blocking the Esso West Terminal near Heathrow Airport, and the Hamble and Hythe Terminals in Southampton. People are locked on at the entrances using large pink oil barrels filled with concrete, with the words 'END FOSSIL FUELS NOW' on them. Two people are up bamboo structures at the Esso Terminal and the Southampton locations each have one of the iconic Extinction Rebellion boats blocking the entrances with people locked to them. At the Esso terminal in London, 4 people have climbed on top of an oil silo and have hung large banners that say 'JOIN US – LONDON APRIL 9' and 'END FOSSIL FUELS'.

Scores of people sat in the road to block oil tankers from leaving each site, while others climbed on top of oil tankers.

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 the Citizens' Advice charity say will leave millions of people unable to pay their bills.[2] As war wages in Ukraine – a war that Christiana Figueres describes as being “financed by those in the West who import Russian oil and gas” – governments around the world are making plans to get off Russian oil and gas at speed.[3] However, instead of doing what's necessary to move away from fossil fuels to align with Paris Climate pledges, World leaders are choosing to appease oil companies and pursue extraction elsewhere. This is despite the recent IPCC report stating that staying on fossil fuels means that half the population of the continent of Africa could be displaced within the next eight years. These are the people and nations who have done the absolute least to cause the crisis.[4]

Extinction Rebellion is here to say: **Not in our name.**

Clare Farrell, co-founder of Extinction Rebellion, said: *“Today the climate movement is asking you to pay attention, to join the dots on environmental destruction, the peril faced by our world family and the gross profiteering that is trying to cancel the future of humanity.*

“The dots are being joined for us all in the current context, from the wars fuelled by fossil fuel money, the blatant global racism on show in the response to the refugee crises, the exacerbating inequalities in the cost of living crisis, and energy companies shamelessly making record profits from the plight of the ordinary person. It's predicted that in just a matter of months 1 in 4 people in the UK will be unable to pay their energy bills. The Gillet Jaune had a catchphrase – end of the month, end of the world, same struggle.

“It is now clear in the UK too, we're being ripped off, our future is being burned, sold, decimated and all the while our government sits back doing nothing to help ordinary people. Enough of the lies, deceit and deadly political failure. Only a few months ago our

leaders were crying in Glasgow because they had failed the world, now they are seeking to bend the rules of physics to meet their political project and give oil and gas companies a pass. We know it won't work, and it's too late for denial and delay."

The blockades come just over a week before the Rebellion begins in London on April 9th.[5] For anyone watching the blockades over the coming days, we call on everyone who wants to bring an end to the fossil fuel economy to go to Hyde Park at 10am on April 9th and join us in civil resistance until fossil fuel investments come to an end. We will be big and loud and impossible to ignore and we will return day after day until our immediate demand is met: **No new fossil fuel investments, no new fossil fuel licences, end fossil fuel subsidies now.**

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. They could choose not to. Just a few months on from the "last chance" of COP26, Boris Johnson now claims the current crisis demands a "climate change pass".[6] The Prime Minister says he wants to "remove barriers" to increased extraction of fossil fuels from the North Sea and has now gone begging Saudi Arabia to increase its oil supply.[7][8] The UK is also set to approve licenses for 40 new fossil fuel projects.[9]

The recent IPCC report tells us in no uncertain terms that the window is closing on adaptation, let alone mitigation.[10] The Environment Agency put it bluntly in its October 2021 report: Adapt or Die.[11] Breakdown is happening in a way that isn't allowing time for adaptation. According to the UN Secretary General, staying on fossil fuels will cause an atlas of human suffering and 'delay means death'.[12][13]

All of this is taking place despite **recent polling showing that the UK public wants climate action now in face of the energy crisis.**[14] As fossil fuel multinationals use the war in Ukraine to lobby for new extraction, they are also getting huge tax breaks, while its expected that 1 in 4 people in the UK will not be able to pay their bills by September.[15][16]

But more UK extraction won't help ordinary people with rising energy costs.

The government's own advisors, The Climate Change Committee, said: "*Any increases in UK extraction of oil and gas would have, at most, a marginal effect on the prices faced by UK consumers in future,*"[17] More drilling in the North Sea will not provide the UK with a secure supply of affordable energy.[18] It would mostly be exported and exploration for new gas supplies would take around thirty years to come into effect. So, even if the government were to license a new gas field today, it would likely be 2050 – the year the UK has pledged to be net zero – before it produced anything we could use in

our homes. Even the Energy Secretary has admitted this won't address the cost-of-living crisis.[19] It won't help with the war in Ukraine. It won't give us energy security.[20]

Former deputy director of the UK's National Crime Agency and director of plan B, Tim Crosland, said: *"We are not facing a cost of living crisis, it's a cost of living scandal. The cost of living scandal and our dependence on petrostates for oil and gas are the consequence of our addiction to fossil fuels. The government is prioritising political pandering and vested interests over the public good in decision making while fossil fuel companies exploit this moment to expand their reach. Protestors are not the problem, policy failure is."*

"For any chance of a livable future, the response to war in Ukraine can and must be integrated with the logic of urgent and radical action on the climate crisis. The Government has no democratic mandate to use the war as a pretext to destroy the conditions which make the planet habitable. It is people's duty to intervene to protect each other. They are exploiting public fear and disorientation at a time of crisis to advance corporate-friendly policies incapable of attracting democratic support."

All the more, we are not preparing the workforce for the transition away from fossil fuels, leaving them vulnerable to shocks. Extinction Rebellion Youth are blocking the Fawley refinery to hold Exxon to account for their hand in the destruction to communities in the Global South, and to stand with workers who are planning to strike for better pay on 8th April.[21] The strike is planned due to Exxon offering a mere 2.5% pay rise to staff, despite Exxon's profits in 2021 topping an eye-watering £6.75 billion. The young people held banners calling for a just transition for workers as well as the cost of the living scandal to be paid for with the excessively high profits of oil and gas companies.

Swallow, 20, from Extinction Rebellion Youth, said: *British workers and families should not bear the brunt of the energy crisis while oil and gas executives make insane profits. The public wants a transition that is rapid and fair, to support workers to retrain and start building a better future, but we're being lied to daily by politicians who tell us we can't afford to change, while supporting corporate interest over people's lives and livelihoods."*

"It should come as no surprise that young people are choosing to step up and take action like this. Our futures are being sold and burned by the selfish few all while watching people's lives being decimated in the Global South already, and the betrayal we feel runs deep. If people had been doing what we're doing now 10 years ago maybe we wouldn't be in this situation, but we are. So, now there's nothing left for us to do but act because we refuse to be the last generation, we refuse to be bystanders."

A worker at the Esso terminal in London said to an XR protestor this morning, *“Good on you love, this has got to happen, fossil fuels have to end”*.

Decarbonising is not unaffordable even according to the UK’s own Office for Budget Responsibility (OBR)[22]. We should and could have been investing in renewables, heat pumps, home insulation, public transport, and the green economy for decades. As the OBR has said, these policies will create thousands of jobs and save billions of pounds for the UK public.[23] But the Government has been actively blocking them, enriching fossil fuel executives and oil state autocrats and subsidising climate breakdown instead.[24]

Rev Helen Burnett from Extinction Rebellion, said: *“Compared to the horrific bloodshed in Ukraine, the fight for 1.5 °C may seem abstract, but it is, in reality, all too real. It is the fight for all those on the frontline of the climate crisis, in particular our children and our young people and the majority of the world’s population in the Global South. It is the fight for a peaceful and organised international community, it is the fight for the story of humanity and the fight for all those whom we love.*

“We, the general public of the UK, are strong and resilient in times of crisis and will be ready to pull together to support each other as we roll up our sleeves and chip in to do our bit to make the change we need. But people deserve to have a say in what comes next. As the government is unwilling to do the right thing, ordinary people should be given a say in how we transition away from fossil fuels. That’s why XR calls for a Citizen’s Assembly. Your next door neighbour or your local shop keeper participating in a Citizen’s Assembly would be far more trustworthy than this government.”

NOTES TO EDITORS

[1] ~~<https://juststopoil.org/>~~

[2] ~~<https://www.bbc.co.uk/news/business-60943192>~~

[3] ~~<https://www.globaloptimism.com/blog/a-crucial-choice-to-make>~~

[4] Half the population of the continent of Africa could be displaced within the next eight years: ~~<https://www.climate-refugees.org/spotlight/2022/3/3/ipcc-africa#:~:text=For%20context%20the%20entire%20population,record%20breaking%20droughts%20even%20today.>~~

[5] Rebellion on April 9th: ~~<https://extinctionrebellion.uk/next-uk-rebellion/>~~

[6] ~~<https://www.netzerowatch.com/boris-johnsons-climate-change-pass-for-natural-gas-welcomed/>~~

[7] ~~<https://www.independent.co.uk/news/uk/politics/energy-oil-gas-ukraine-boris-johnson-b2035408.html>~~

[8] ~~<https://www.independent.co.uk/news/uk/politics/boris-johnson-saudi-oil-executions-b2037442.html>~~

[9] ~~<https://neweconomics.org/2021/10/40-new-uk-fossil-fuel-projects-emitting-triple-the-uks-annual-emissions-could-be-approved-by-2025>~~

[10] IPCC key takeaways: ~~<https://www.reuters.com/markets/commodities/key-takeaways-ipcc-report-climate-impacts-adaptation-2022-02-28/>~~

[11] ~~<https://www.cityam.com/adapt-or-die-warns-uk-environment-agency-as-ica-cautions-worlds-coal-reliance/>~~

[12] ~~<https://www.politico.eu/article/landmark-climate-report-details-an-atlas-of-human-suffering/>~~

[13] ~~<https://www.reuters.com/business/cop/delay-means-death-un-climate-report-urges-immediate-drastic-action-2022-02-28/>~~

[14] Polling says the UK public want faster action on climate as the energy crisis bites: ~~<https://www.newstatesman.com/environment/climate/2022/03/exclusive-polling-brits-want-more-climate-action-as-energy-prices-bite>~~

[15] ~~<https://www.theguardian.com/business/2021/oct/30/shell-and-bp-paid-zero-tax-on-north-sea-gas-and-oil-for-three-years>~~

[16] 1 in 4 people wont be able to pay their energy bills: ~~<https://www.citizensadvice.org.uk/about-us/about-us1/media/press-releases/more-than-14-million-unable-to-afford-octobers-energy-hikes/>~~

[17] ~~<https://www.theguardian.com/environment/2022/mar/07/johnson-hints-oil-and-gas-output-must-rise-to-wean-uk-off-russian-supplies>~~

[18] ~~https://upliftuk.org/wp-content/uploads/2022/03/Uplift-brief_Energy-Security-and-North-Sea-Oil-and-Gas.pdf~~

[19] ~~<https://www.telegraph.co.uk/business/2022/02/28/fracking-not-answer-energy-crisis-insists-kwasi-kwarteng/>~~

[20] ~~https://upliftuk.org/wp-content/uploads/2022/03/Uplift-brief_Energy-Security-and-North-Sea-Oil-and-Gas.pdf~~

[21] ~~https://www.unitetheunion.org/news-events/news/2022/march/petrol-stations-facing-disruption-as-workers-fight-for-a-fair-wage-from-filthy-rich-exxon-at-southampton-oil-refinery/?fbclid=IwAR3xKxi_Iwy5XZdg68E6r38Hp5M6X7-qG1y-QwjTwTEyfdWL5Vgbys-cRRk~~

[22] ~~<https://obr.uk/about-the-obr/what-we-do/>~~

[23] ~~https://obr.uk/docs/dlm_uploads/Fiscal_risks_report_July_2021.pdf~~

[24] ~~<https://www.theguardian.com/commentisfree/2021/sep/21/britain-energy-crisis-conservatives-insulate-homes>~~

A few facts on the oil industry:

In an article published by Unearthed, it was revealed that, in 2021, the UK oil and gas industry reached a record high in carbon emissions, an increase of 15% compared to 2020. This is due in part because of pipeline outages to refineries. In fact, approximately 20% of oil is delivered to refineries from production sites via pipelines

In 2020, fossil fuel companies ~~spent £7.1 million~~ on 25,147 greenwashing facebook adverts, highlighting their investments in renewable energy and promoting natural gas as a sustainable energy source. Just over half of this spending came from one company: ExxonMobil.

The UK oil and gas industry is extremely carbon intensive due to the flaring carried out at refineries. Flaring is the burning of unwanted natural gas into the atmosphere, and is usually carried out to save money by getting rid of gas which is considered to be too unprofitable to transport [3]. This is done frequently, for example, at Fawley oil refinery.

Shell's ~~profits~~ for 2021 overall rose to \$19.3bn compared with \$4.85bn the year before, in part due to strong earnings from shipping liquified natural gas (LNG) on the international market amid a global squeeze on gas supplies.

A few facts on Hamble Terminal:

Hamble oil terminal is currently ~~owned by BP~~. It was opened in 1924, and imports jet and ground fuels, and exports crude oil.

On March 28th, Energy Vice published an article ~~stating~~ that BP's climate targets to "set a net zero ambition covering operations, production and sales by 2050 or sooner" – so to reduce its absolute emissions – only account for 1/5 of the company's total greenhouse gas emissions. Importantly, its targets do not take into account its material sales. Global Climate Insights has estimated that oil and gas products will still account for 91% of BP's sales by 2050.

In an ~~article by Unearthed~~, it was revealed that BP used money from a "low carbon transition" fund to buy shares in companies finding new ways to find and use fossil fuels. Furthermore, on the edge of the largest known cold-water reef in the world along the coast of West Africa, BP is developing a new gas field.

A few facts on Hythe Oil Terminal:

Hythe oil terminal is part of Fawley oil refinery, owned by oil and gas company ExxonMobil. ExxonMobil has known about the devastating effects of fossil fuel production on the environment for over 40 years, and concluded in 1979 that production "will cause dramatic environmental effects", saying that "the potential problem is great and urgent". However, instead of acting responsibly on this knowledge, ExxonMobil spent tens of millions of pounds funding climate denial and misinformation. A senior ExxonMobil lobbyist recently admitted that the company was aggressively fighting against climate science. One example of this is when ExxonMobil ran a behind the scenes ~~US lobbying campaign~~ against legislative efforts to restrict the toxic PFAS "forever chemicals".

Additionally, Exxon is being ~~legally challenged~~ by communities in Guyana and Indonesia. In Indonesia, villagers of the Aceh Province have finally reached the courts in claiming justice for the tortures of dozens of Indonesian peasants at the hands of Exxon-hired armed guards: for 20 years, Exxon has slowed down justice for these families that saw family members maimed in the name of fossil fuel profit.

In Guyana, scientists and youth have filed a constitutional case on the grounds that Exxon's expansion of oil extraction in Guyanese territory violates the right to a healthy environment and the rights of future generations.

Fawley refinery is now the largest oil refinery in the United Kingdom, and one of the most complex refineries in Europe. With a capacity of 270,000 barrels (43,000 m³) per day, **Fawley** provides 20 percent of the UK's refinery capacity. [16]

A few facts on the West London Oil Terminal:

The West London oil terminal is owned by Esso, a subsidiary of the Exxon Mobil corporation. In 2021, Esso was granted a Development Consent Order by the Secretary of State to replace and expand 97km of underground aviation fuel pipeline to carry 40% more fuel across the South East of the UK; however Exxon can continue to use the old pipeline too enabling a potential 140% increase in capacity for at least the next 20 years.

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First name

Last name

Email *

I agree Extinction Rebellion can get in touch with me with news, updates, and ways to get involved

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fundraising or sending XR a percentage of your sales. We do not endorse or create any merchandise and we will pursue and prosecute anyone who does. The Extinction Symbol was designed in 2011 by street artist ESP, who loans XR usage on the same basis:
www.extinctionsymbol.info.

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Not in the UK? Visit the [Extinction Rebellion Global Website](#).



END THE FOSSIL FUEL ECONOMY: Extinction Rebellion releases plan to block UK oil refineries in April

March 09, 2022 by Extinction Rebellion

Email: press@extinctionrebellion.uk

Phone: +447561098449 / +447986671716

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#ExtinctionRebellion #EndFossilFilth #RebelforLife

Extinction Rebellion launched plans this morning to block major UK oil refineries in April as part of their Rebellion, beginning on April 9th. Although the exact locations are yet to be made public, the group says it intends to 'stop the harm at the source' and create enough disruption to force the UK government to commit to Extinction Rebellion's immediate demand: to stop the fossil fuel economy.

Laser focused action will target the fossil fuel industry to cause maximum nonviolent disruption and tell the story of the fossil fuelled corruption at the heart of our democracy, while standing in solidarity with all people around the world who are defending their lives, land, wildlife and cultures in the face of the crisis.

Extinction Rebellion will pull together with other movements for change to disrupt the fossil fuel industry enough to create a tipping point moment. The group Just Stop Oil will also be blocking refineries across the UK, with other groups to be confirmed. A spokesperson for Extinction Rebellion said, *“We are calling on protest groups, NGOs and individuals to join us and take a stand to stop fossil fuels once and for all. Now is the time, this is the moment. Don’t sit this one out!”*

The plans come amid the ongoing conflict in Ukraine and on the heels of last week’s dire IPCC report and , which acknowledges the ‘widespread’ damage that is already happening, and that the limits of adaptation are now being breached.

Tim Crosland of Plan B, said: *“Our addiction to fossil fuels must end immediately if there’s to be any hope left of tackling the climate crisis. There can be no denying this anymore. Last week’s devastating IPCC report is just the latest in a series of increasingly desperate warnings from scientists. We know what is happening, we know what needs to be done and we know those in power are failing us.”*

“The Ukraine conflict and the climate crisis have the same underlying cause: the imperialist pursuit of land and resources for profit, concentrating power in the hands of toxic individuals and corporations. By decarbonising our economies we can take power back from war mongers and change course, averting climate breakdown and collapse. But it must happen now, before governments use the conflict as an excuse to get off Russian oil and gas, only to begin drilling closer to home.”

Clare Farrell, Extinction Rebellion co-founder said: *“Oil refineries are symbolic of continued extraction and profit for a small group of very wealthy companies at the expense of everyone else. We burn them, pollute our cities, poison ourselves and our children whilst committing to climate breakdown. It’s no wonder the entire environmental movement is focussing on ending fossil fuels and the death they cause. The writing is on the wall, and we are out of time.”*

“We face an ongoing cost of living crisis with fossil fuel companies making record breakingly massive profits. We have failed to insulate homes or make progress on energy efficiency here in the UK and experts are expecting an especially difficult winter later this year unless bold effort is made in the name of protecting the vulnerable and the poor. The government’s net zero commitments are being called into question, with some politicians and think tanks calling for a referendum on net zero, claiming that British

people “can’t afford” to address climate change. But the truth is the opposite, the UK can afford to change and we can’t afford not to.

“Boris Johnson arguing for a ‘climate change pass’ involving new fossil fuel development sidelines the decades of failure to prevent millions of deaths from pollution and climate breakdown by building in decades more failure and more millions of deaths. We need to decarbonise and to do so as fast as possible.”

This morning, Extinction Rebellion UK sent a letter to the UK Government to state the April plans. The letter says, *“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.”*

It concludes: *“So, either you do what the entire scientific community and the International Energy Agency is telling us we need to do to save ourselves and stop all fossil fuel investments immediately, or in April 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.”*

Following the beginning of the refineries blockades, Extinction Rebellion will then ‘flood London’ with people from the 9th April. With a simple, agile, participation design, we plan to be easy to find, easy to join, disruptive and impossible to ignore. We will create the most roadblocks we ever have with a new and impactful action design.

On the heels of the Extinction Rebellion 2022 UK Strategy released in January, arguably XR UK’s most exciting plan of action yet, the Rebellion aims to reignite XR’s original Theory of Change, and mass mobilise towards 3.5% of the population. This will mean a move away from Rebellions involving multiple targeted direct actions, towards focused acts of mass participation to overwhelm the state.

Gully Bujak from Extinction Rebellion UK, said: *“This year we’re asking you to step up. We’re asking you to refuse to be a bystander, while our world is sold and burned by a greedy minority. If you’ve sat on the fence until now and asked yourself, “what can I do?” then here’s your answer. Nonviolent civil resistance is simply our best shot at forcing the government to take responsibility. In 2019 we disrupted central London for 10 days and the government came to the negotiating table – two weeks later, parliament became the first in the world to declare a climate emergency. Civil disobedience is beyond justified, and we know it works, we just need more people. We need you. Come with us on April 9th. Don’t just look up, step up – and then sit down and claim your place in history.”*

Project 3.5

Extinction Rebellion UK has set out on its most ambitious mobilisation plan yet this year. It's called Project 3.5 and the idea is a simple one: the more of us there are, the harder we are to ignore. It's people power, pure and simple. It's worked throughout history and across the globe, and it will work again.

From now on, everyone is called upon to help us grow Extinction Rebellion, mobilising towards 3.5% of the population will be at our core – until we're too big to be ignored and the government is forced to the negotiating table.

The tools themselves are systematic, cyclical and scalable so that 3 or 3,000 rebels can easily pick them up, run with them, and keep going in a rinse, refine, repeat rhythm, having hundreds of thousands of meaningful conversations.

Alanna Byrne of Extinction Rebellion UK, said: *“As our planet passes multiple tipping points, and the UK sleepwalks into authoritarianism, what XR does this year will affect everything. So, we are mobilising across the UK like never before, for the biggest collective act of nonviolent civil resistance in history. Now is the moment to begin building a world where love, care and freedom are prioritised.”*

Will you sit back and do nothing? Or will you step up?”

Notes to Editors:

[1] <https://extinctionrebellion.uk/next-uk-rebellion/>

[2] <https://juststopoil.org/>

[3] <https://www.theguardian.com/environment/2022/mar/09/ukraine-climate-scientist-russia-invasion-fossil-fuels>

[4] <https://www.reuters.com/markets/commodities/key-takeaways-ipcc-report-climate-impacts-adaptation-2022-02-28/>

[5] Letter to the UK Government: ~~<https://extinctionrebellion.uk/2022/03/09/letter-to-the-prime-minister-from-xr-uk/>~~

[6] ~~<https://extinctionrebellion.uk/2022/01/23/xr-uk-strategy-2022/>~~

[7] <https://extinctionrebellion.uk/act-now/campaigns/project-3-5/>

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Department for
Business, Energy
& Industrial Strategy

Rt Hon Kwasi Kwarteng MP
Secretary of State
Department for Business,
Energy & Industrial Strategy
1 Victoria Street
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T +44 (0) 20 7215 5000
E enquiries@beis.gov.uk
W www.gov.uk

11 April 2022

Dear Sir/Madam

JUST STOP OIL: SITE SECURITY

Thank you for providing details of the steps that your company is taking to reinforce the security of your oil terminals following our recent calls. I am pleased to see that all companies have made some steps in this direction. However, I am concerned that in many cases this simply does not go far enough given the scale of the challenge that we are facing.

At several sites you have reported very modest changes with still only very few dedicated security staff being deployed. This is at a time when over 3,000 police officers have been deployed to help manage the protests. Mutual aid resources from as far away as Police Scotland are being made available to support Essex Police and maintain its capacity and capability. This is at considerable expense to the taxpayer. The police will enforce law and order, but operators must do their part to stop activist protestors from stopping the British people from going about their lives.

It is imperative that as site operators you are thinking proactively about securing the whole of your site and going beyond manning the gate and monitoring the perimeter fence by CCTV. Your local Police forces and the Centre for the Protection of National Infrastructure are available to provide advice on physical security and my officials will put you in contact with these organisations if that is helpful.

If the sector is not willing to take adequate steps to protect their sites in response to this threat, the Government will need to consider whether to impose a security standard. As you know, last year we published some enabling powers in the form of the draft Downstream Oil Resilience Bill. For reference the Queen's Speech is set to take place next month. Meanwhile, Greg Hands and I continue to press Ministerial colleagues to take further action where appropriate, but this needs to be a visible joint effort between the Government and the industry.

Yours sincerely,

RT HON KWASI KWARTENG MP
Secretary of State for Business, Energy & Industrial Strategy

From: Holland, David
Sent: 19 April 2022 21:25
To: juststopoil@protonmail.com
Subject: Notice of Legal Proceedings [I-EUR.FID9865528]

Importance: High

Dear Sirs/Madams,

We write on behalf of Essar Oil (UK) Ltd, Stanlow Terminals Ltd and Infranorth Ltd in relation to the ongoing direct action being carried out by individuals in connection with Extinction Rebellion and Just Stop Oil.

As you will be aware, since 1 April 2022 individuals have been carrying out direct action at a number of locations connected to UK oil and gas infrastructure. This has been part of co-ordinated campaigns by Extinction Rebellion and Just Stop Oil to demand, amongst other things, that the Government immediately halts all future licensing and consents for the exploration, development and production of fossil fuels in the UK.

Our clients are concerned of the real and imminent risk that this direct action will be carried out at sites at: Stanlow Oil Refinery (Ellesmere Port, CH65 4HB), Tranmere Oil Terminal (Birkenhead) and Northampton Fuel Terminal (25 St James Mill Road, Northampton, NN5 5JN). Consequently, they shortly intend to bring a claim in the High Court seeking an injunction prohibiting individuals, acting in connection with the Extinction Rebellion or Just Stop Oil campaigns, from entering or remaining on this land without consent or obstructing or otherwise interfering with certain private roads, entrances and exits at these sites. They also intend to apply for an urgent interim injunction in these terms to prohibit this conduct.

Once the claim has been filed and issued, we will provide you with a link so that you can access the court documents. We will also inform you of the date, time and address of the interim injunction hearing, which we intend to take place on Thursday 21 April 2022.

Please reply with names of those individuals who intend to take part in future direct action at the sites referred to above.

Yours faithfully

Squire Patton Boggs (UK) LLP



David C. Holland

Partner
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From: Holland, David
Sent: 19 April 2022 21:26
To: enquiries@extinctionrebellion.uk; xr-legal@riseup.net;
XRMidlands@protonmail.com; support@xrnorth.org
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Notes for defendant on replying to the claim form

Please read these notes carefully - they will help you decide what to do about this claim.

Further information may be obtained from the court in a series of free leaflets

- If this claim form was received with the particulars of claim completed or attached, you must reply within 14 days of the date it was served on you. If the words 'particulars of claim to follow' are written in the particulars of claim box, you should not reply until after you are served with the particulars of claim (which should be no more than 14 days after you received the claim form). If the claim was sent by post, the date of service is taken as the second business day after posting (see post mark). If the claim form was delivered or left at your address the date of deemed service will be the second business day (see CPR rule 6.14) after delivery.
- You may either:
 - pay the total amount i.e. the amount claimed, the court fee, and solicitor's costs (if any)
 - admit that you owe all or part of the claim and ask for time to pay, or
 - dispute the claim
- If you do not reply, judgment may be entered against you.
- The notes below tell you what to do.
- The response pack will tell you which forms to use for your reply. (The pack will accompany the particulars of claim if they are served after the claim form).
- Court staff can help you complete the forms of reply and tell you about court procedures. But they cannot give legal advice. If you need legal advice, for example about the likely success of disputing the claim, you should contact a solicitor or a Citizens Advice Bureau immediately.

Registration of Judgments: If this claim results in a judgment against you, details will be entered in a public register, the Register of Judgments, Orders and Fines. They will then be passed to credit reference agencies which will then supply them to credit grantors and others seeking information on your financial standing. **This will make it difficult for you to get credit.** A list of credit reference agencies is available from Registry Trust Ltd, 173/175 Cleveland Street, London W1T 6QR.

Costs and Interest: Additional costs and interest may be added to the amount claimed on the front of the claim form if judgment is entered against you. In a county court, if judgment is for £5,000 or more, or is in respect of a debt which attracts contractual or statutory interest for late payment, the claimant may be entitled to further interest.

Your response and what happens next

How to pay

Do not bring any payments to the court - they will not be accepted.

When making payments to the claimant, quote the claimant's reference (if any) and the claim number.

Make sure that you keep records and can account for any payments made. Proof may be required if there is any disagreement. It is not safe to send cash unless you use registered post.

Admitting the Claim

Claim for specified amount

If you admit all the claim, take or send the money, including the court fee, any interest and costs, to the claimant at the address given for payment on the claim form, within 14 days.

If you admit all the claim and you are asking for time to pay, complete Form N9A and send it to the claimant at the address given for payment on the claim form, within 14 days. The claimant will decide whether to accept your proposal for payment. If it is accepted, the claimant may request the court to enter judgment

against you and you will be sent an order to pay. If your offer is not accepted, the court will decide how you should pay.

If you admit only part of the claim, complete Form N9A and Form N9B (see 'Disputing the Claim' overleaf) and send them to the court within 14 days. The claimant will decide whether to accept your part admission. If it is accepted, the claimant may request the court to enter judgment against you and the court will send you an order to pay. If your part admission is not accepted, the case will proceed as a defended claim.

Claim for unspecified amount

If you admit liability for the whole claim but do not make an offer to satisfy the claim, complete Form N9C and send it to the court within 14 days. A copy will be sent to the claimant who may request the court to enter judgment against you for an amount to be decided by the court, and costs. The court will enter judgment and refer the court file to a judge for directions for management of the case. You and the claimant will be sent a copy of the court's order.

If you admit liability for the claim and offer an amount of money to satisfy the claim, complete Form N9C and send it to the court within 14 days. The claimant will be sent a copy and asked if the offer is acceptable. The claimant must reply to the court within 14 days and send you a copy. If a reply is not received, the claim will be stayed. If the amount you have offered is **accepted** -

- the claimant may request the court to enter judgment against you for that amount.
- if you have requested time to pay which is not accepted by the claimant, the rate of payment will be decided by the court.

If your offer in satisfaction is **not accepted** -

- the claimant may request the court to enter judgment against you for an amount to be decided by the court, and costs; and
- the court will enter judgment and refer the court file to a judge for directions for management of the case. You and the claimant will be sent a copy of the court's order.

Disputing the claim

If you are being sued as an individual for a specified amount of money and you dispute the claim, the claim may be transferred to a local court i.e. the one nearest to or where you live or carry on business if different from the court where the claim was issued.

If you need longer than 14 days to prepare your defence or to contest the court's jurisdiction to try the claim, complete the Acknowledgment of Service form and send it to the court within 14 days. This will allow you 28 days from the date of service of the particulars of claim to file your defence or make an application to contest the court's jurisdiction. The court will tell the claimant that your Acknowledgment of Service has been received.

If the case proceeds as a defended claim, you and the claimant will be sent a Directions Questionnaire. You will be told the date by which it must be returned to the court. The information you give on the form will help a judge decide whether your case should be dealt with in the small claims track, fast track or multi-track. After a judge has considered the completed questionnaires, you will be sent a notice of allocation setting out the judge's decision. The notice will tell you the track to which the claim has been allocated and what you have to do to prepare for the hearing or trial. **Leaflets telling you more about the tracks are available from the court office.**

Claim for specified amount

If you wish to dispute the full amount claimed or wish to claim against the claimant (a counterclaim), complete Form N9B and send it to the court within 14 days.

If you admit part of the claim, complete the Defence Form N9B and the Admission Form N9A and send them both to the court within 14 days. The claimant will decide whether to accept your part admission in satisfaction of the claim (see under 'Admitting the Claim - specified amount'). If the claimant does not accept the amount you have admitted, the case will proceed as a defended claim.

If you dispute the claim because you have already paid it, complete Form N9B and send it to the court within 14 days. The claimant will have to decide whether to proceed with the claim or withdraw it and notify the court and you within 28 days. If the claimant wishes to proceed, the case will proceed as a defended claim.

Claim for unspecified amount/return of goods/non-money claims

If you dispute the claim or wish to claim against the claimant (counterclaim), complete Form N9D and send it to the court within 14 days.

Personal injuries claims:

If the claim is for personal injuries and the claimant has attached a medical report to the particulars of claim, in your defence you should state whether you:

- agree with the report **or**
- dispute all or part of the report **and** give your reasons for doing so **or**
- neither agree nor dispute the report **or** have no knowledge of the report

Where you have obtained your own medical report, you should attach it to your defence.

If the claim is for personal injuries and the claimant has attached a schedule of past and future expenses and losses, in your defence you must state which of the items you:

- agree **or**
- dispute **and** supply alternative figures where appropriate **or**
- neither agree nor dispute or have no knowledge of.

Address where notices can be sent

This must be either the business address of your solicitor or European Lawyer or your own residential or business address within the UK or in any other European Economic Area state.

Statement of truth

This must be signed by you, by your solicitor or your litigation friend, as appropriate.

Where the defendant **is a registered company or a corporation** the response must be signed by either the director, treasurer, secretary, chief executive, manager or other officer of the company **or** (in the case of a corporation) the mayor, chairman, president or town clerk.

Response pack

You should read the 'notes for defendant' attached to the claim form which will tell you when and where to send the forms.

Included in this pack are:

- either **Admission Form N9A** (if the claim is for a specified amount)
 - either **Defence and Counterclaim Form N9B** (if the claim is for a specified amount)
 - either **Admission Form N9C** (if the claim is for an unspecified amount or is not a claim for money)
 - either **Defence and Counterclaim Form N9D** (if the claim is for an unspecified amount or is not a claim for money)
- Acknowledgment of service** (see below)

	Complete
If you admit the claim or the amount claimed and/or you want time to pay	the admission form
If you admit part of the claim	the admission form and the defence form
If you dispute the whole claim or wish to make a claim (a counterclaim) against the claimant	the defence form
If you need 28 days (rather than 14) from the date of service to prepare your defence, or wish to contest the court's jurisdiction	the acknowledgment of service
If you do nothing, judgment may be entered against you	

Acknowledgment of service

Defendant's full name if different from the name given on the claim form

In the	
Claim No.	
Claimant (including ref.)	
Defendant	

Address to which documents about this claim should be sent (including reference if appropriate)

Postcode <input style="width: 100px;" type="text"/>	If applicable	
	Telephone no.	
	Fax no.	
	DX no.	
	Your ref.	

E-mail	
--------	--

Tick the appropriate box

1. I intend to defend all of this claim
2. I intend to defend part of this claim
3. I intend to contest jurisdiction

(My) (Defendant's) date of birth is

 / /

If you file an acknowledgment of service but do not file a defence within 28 days of the date of service of the claim form, or particulars of claim if served separately, judgment may be entered against you.

If you do not file an application to dispute the jurisdiction of the court within 14 days of the date of filing this acknowledgment of service, it will be assumed that you accept the court's jurisdiction and judgment may be entered against you.

If served outside the jurisdiction see CPR rule 6.35 and 6.37(5).

Signed

(Defendant) (Defendant's legal representative) (Litigation friend)

Position or office held
(if signing on behalf of firm or company)

Date / /

For further details of the courts www.gov.uk/find-court-tribunal. When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Admission (unspecified amount, non-money and return of goods claims)

- Before completing this form please read the notes for guidance attached to the claim form. If necessary provide details on a separate sheet, add the claim number and attach it to this form.
- If you are not an individual, you should ensure that you provide sufficient details about the assets and liabilities of your firm, company or corporation to support any offer of payment made.

In non-money claims only

I admit liability for the whole claim
(Complete section 11)

In return of goods cases only

Are the goods still in your possession?

Yes No

Part A Response to claim (tick one box only)

I admit liability for the whole claim but want the court to decide the amount I should pay / value of the goods

OR

I admit liability for the claim and offer to pay in satisfaction of the claim
(Complete part B and sections 1 - 11)

Part B How are you going to pay the amount you have admitted? (tick one box only)

I offer to pay on (date)

OR

I cannot pay the amount immediately because (state reason)

AND

I offer to pay by instalments of £
per (week)(month)

starting (date)

1 Personal details

Surname

Forename

Mr Mrs Miss Ms

Married Single Other (specify)

Date of birth

Address
Postcode

Tel. no.

In the	
Claim No.	<input type="text"/>
Claimant (including ref.)	<input type="text"/>
Defendant	<input type="text"/>

2 Dependants (people you look after financially)

Number of children in each age group

under 11 11-15 16-17 18 & over

Other dependants (give details)

3 Employment

I am employed as a
My employer is

Jobs other than main job (give details)

I am self employed as a
Annual turnover is..... £

I am not in arrears with my national insurance contributions, income tax and VAT

I am in arrears and I owe..... £

Give details of:
(a) contracts and other work in hand
(b) any sums due for work done

I have been unemployed for years months

I am a pensioner

4 Bank account and savings

I have a bank account
 The account is in credit by..... £
 The account is overdrawn by.... £

I have a savings or building society account
The amount in the account is..... £

5 Residence

I live in my own property lodgings
 jointly owned house rented property
 council accommodation

6 Income

My usual take home pay (including overtime, commission, bonuses etc)	£	per
Income support	£	per
Child benefit(s)	£	per
Other state benefit(s)	£	per
My pension(s)	£	per
Others living in my home give me	£	per
Other income (give details below)		
	£	per
	£	per
	£	per
Total income	£	per

8 Priority debts (This section is for arrears only. Do not include regular expenses listed in section 7)

Rent arrears	£	per
Mortgage arrears	£	per
Council tax/Community Charge arrears	£	per
Water charges arrears	£	per
Fuel debts: Gas	£	per
Electricity	£	per
Other	£	per
Maintenance arrears	£	per
Others (give details below)		
	£	per
	£	per
Total priority debts	£	per

7 Expenses

(Do not include any payments made by other members of the household out of their own income)

I have regular expenses as follows:

Mortgage (including second mortgage)	£	per
Rent	£	per
Council tax	£	per
Gas	£	per
Electricity	£	per
Water charges	£	per
TV rental and licence	£	per
HP repayments	£	per
Mail order	£	per
Housekeeping, food, school meals	£	per
Travelling expenses	£	per
Children's clothing	£	per
Maintenance payments	£	per
Others (not court orders or credit debts listed in sections 9 and 10)		
	£	per
	£	per
	£	per
Total expenses	£	per

9 Court orders

Court	Claim No.	£	per

Total court order instalments	£	per
--------------------------------------	----------	------------

Of the payments above, I am behind with payments to (please list)

10 Credit debts

Loans and credit card debts (please list)

	£	per
	£	per
	£	per

Of the payments above, I am behind with payments to (please list)

11 Declaration

I declare that the details I have given above are true to the best of my knowledge

Signed

Date

Position or office held

(if signing on behalf of firm or company)

Defence and Counterclaim

(unspecified amount, non-money and return of goods claims)

- Fill in this form if you wish to dispute all or part of the claim and/or make a claim against the claimant (a counterclaim).
- You have a limited number of days to complete and return this form to the court.
- Before completing this form, please read the notes for guidance attached to the claim form.
- Please ensure that all the boxes at the top right of this form are completed. You can obtain the correct names and number from the claim form. The court cannot trace your case without this information.

How to fill in this form

- Set out your defence in section 1. If necessary continue on a separate piece of paper making sure that the claim number is clearly shown on it. In your defence you must state which allegations in the particulars of claim you deny and your reasons for doing so. If you fail to deny an allegation it may be taken that you admit it.
- If you dispute only some of the allegations you must
 - specify which you admit and which you deny; and
 - give your own version of events if different from the claimant's.
- If the claim is for money and you dispute the claimant's statement of value, you must say why and if possible give your own statement of value.

Name of court	
Claim No.	
Claimant (including ref.)	
Defendant	

- If you wish to make a claim against the claimant (a counterclaim) complete section 2.
- Complete and sign section 3 before returning this form.

Where to send this form

- Send or take this form immediately to the court at the address given on the claim form.
- Keep a copy of the claim form and the defence form.

Need help with your legal problems?

Community legal advice is a free confidential service, funded by legal aid. They can help you find the information and advice you need by putting you in touch with relevant agencies, helplines or local advice services. And if you are eligible for legal aid, the service can offer specialist legal advice over the telephone in cases involving: debt; housing; employment; benefits; and education.

Call **0845 345 4 345** or **www.communitylegaladvice.org.uk**

1. Defence

(continue over the page)

Claim No.

Defence (continued)

2. If you wish to make a claim against the claimant (a counterclaim)

- To start your counterclaim, you will have to pay a fee. Court staff can tell you how much you have to pay.
- You may not be able to make a counterclaim where the claimant is the Crown (e.g. a Government Department). Ask at your local county court office for further information.

If your claim is for a specific sum of money, how much are you claiming?

£

I enclose the counterclaim fee of

£

My claim is for *(please specify nature of claim)*

What are your reasons for making the counterclaim?

If you need to continue on a separate sheet put the claim number in the top right hand corner.

3. Signed - To be signed by you or by your solicitor or litigation friend.

*(I believe) (The defendant believes) that the facts stated in this form are true.
*I am duly authorised by the defendant to sign this statement.

**delete as appropriate*

Position or office held

(If signing on behalf of firm or company)

Date / /

Defendant's date of birth, if an individual / /

Give an address to which notices about this case can be sent to you

<input type="text"/>	If applicable	
	Telephone no.	<input type="text"/>
	Fax no.	<input type="text"/>
	DX no.	<input type="text"/>

Postcode

E-mail

at information will you be relying on in support of your application

the attached witness statement

the statement of case

the evidence set out in the order

If necessary please continue on a separate sheet

We rely on the Witness Statement of John Barden dated 19 April 2022 as referred to in the Order dated 21 April 2022.

Statement of Truth

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

- I believe that the facts stated in section (and any continuation sheets) are true
- The Applicant believes that the facts stated in section (and any continuation sheets) are true. I am authorised by the applicant to sign this statement

Signature



- Applicant
- Litigation friend (where applicant is a child or a protected party)
- Applicant's legal representative (as defined by CPR ())

Date

Day	Month	Year
22	4	2022

Full name

David Christopher Holland

Name of applicant's legal representative's firm

Squire Patton Boggs (UK) LLP

If signing on behalf of firm or company give position or office held

Partner

licant s address to ic docu ents s ould e sent

uilding and street

6 Wellington Place

Second line of address

To n or city

Leeds

County (o tional)

West Midlands

ostcode

L S 1 4 A P

If a lica le

one nu er

0113 284 7000

Fa nu er

D nu er

Your Ref

DH4/ESS.036-0023

ail

David.Holland@squirepb.com

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DH1
Made on: 5 May 2022

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2022-00326**

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'**
- (2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'**

- (3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'**
- (4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'**
- (5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**
- (6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**
- (7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON**

**NN5 5JN SHOWN MARKED WITH AN “A” ON THE
ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

WITNESS STATEMENT OF DAVID CHRISTOPHER HOLLAND

I, **DAVID CHRISTOPHER HOLLAND**, of Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP will say:-

- 1 I am the Partner who has conduct over this matter at Squire Patton Boggs (UK) LLP and I confirm that I am duly authorised to make this Witness Statement on behalf of Essar and its subsidiaries in this claim.
- 2 I make this statement in support of the application for continued interim relief as granted in the Court’s Order dated 21 April 2022 (the “**Application**”).
- 3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 4 There is now produced and shown to me a paginated bundle of true copy documents marked “**DCH1**”. All references to documents in this statement are to **Exhibit DCH1** unless otherwise stated.
- 5 For the purposes of this statement, unless otherwise stated, I have adopted the defined terms in the Witness Statement of Jonathan Peter Barden dated 19 April 2022 for consistency and ease of reference.

Continued Threat of Direct Action

- 6 Since the date of the Order, Just Stop Oil have continued to undertake protests at various oil refinery and terminal facilities in England and Scotland, including undertaking direct action at a number of sites. As set out in Mr Barden's Witness Statement, Extinction Rebellion have previously engaged in similar protests involved in direct action and have consistently supported Just Stop Oil in such activities. I refer to various media reports and social media posts from Just Stop Oil and Extinction Rebellion dated 26 April 2022, 28 April 2022 and 3 May 2022 that evidence the further protestor action that has taken place (at Kingsbury Terminal and at an oil terminal in Glasgow, as well as petrol stations in Surrey) and the threat of direct action, which are exhibited at pages 1 - 16 of **DCH1**.
- 7 The Claimants remain very concerned that Just Stop Oil and Extinction Rebellion will, without continued injunctive relief in place, carry out direct action by way of trespass and/or nuisance on one or more of the Stanlow Refinery, the Tranmere Terminal and the Northampton Terminal ("the Claimants' Sites"). For the reasons set out in Mr Barden's Witness Statement, such action would have serious implications for the Claimants, including giving rise to health and safety risks at the affected sites, the Claimants' ability to comply with their regulatory requirements, adverse impact on the Claimants' operations and a negative financial impact on the Claimants' business.
- 8 Given that both Just Stop Oil and Extinction Rebellion continue to threaten direct action at oil facilities and there is no indication that either group intend to cease such action, I consider that continuation of the injunctive relief given under the Order is both necessary and appropriate and that such interim relief ought to be granted for a period of 12 months or until further order in the meantime as sought by the Claimants in the Application.

Service of proceedings

- 9 I can confirm that, in accordance with the Court's Order dated 21 April 2022, the Claimants have served the Order, the Claim Form, the Response Pack, the Application Notice, the Witness Statement of John Barden dated

19 April 2022, with exhibits, correspondence sent to Just Stop Oil and Extinction Rebellion dated 19 and 21 April 2022, Skeleton Argument dated 20 April 2022, a note of the hearing and judgment dated 21 April 2022, and the Return Hearing Application Notice and Draft Order (“the Documents”) on the Defendants by the methods of service set out in paragraph 14 of the Order, as follows:

9.1 Provided copies of the Documents, together with a notice which reads that copies of the Documents may be viewed on a web link, in clear transparent sealed containers:

9.1.1 At each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, marked “A” on the Stanlow Plan, the Tranmere Plan and the Northampton Plan; and

9.1.2 At one or more other prominent location at each of the Claimants’ Sites.

9.1.3 The First Claimant’s Emergency Response and Security Manager, Anthony Penney, has provided a schedule showing the exact location of the containers of the Documents (save for the Response Pack) and the times that these were left at the site. This schedule for the Stanlow Refinery is appended at pages 17 - 20 of **DCH1** and the schedule for Tranmere Terminal is appended at pages 21 - 22 of **DCH1**. I can confirm that the Response Pack was added to the containers on 5 May 2022.

9.1.4 For Northampton Terminal, Graham Hipkin, the First Claimant’s Marketing Operations, Site Fleet and JV Manager, provided a schedule showing the exact location of the containers of the Documents (save for the Response Pack) and the times that these were left on site. This is

appended at pages 23 - 24 of **DCH1**. I can confirm that the Response Pack was added to the containers on 5 May 2022.

- 9.2 Posted copies of the Documents at www.essaroil.co.uk under the heading "Legal Proceedings" (the "Website"). I have appended, at page 25 of **DCH1**, a screen grab of this webpage.
- 9.3 Fixed warning notices, in size A1, which:
- 9.3.1 In the case of the Stanlow Refinery, were in the form set out in the "Stanlow Notice" at Schedule 3 to the Order and were placed at the vehicular entrances and exits to the Stanlow Refinery, shown marked "A" on the Stanlow Plan. These were affixed on 23 April 2022 and the schedule (appended at pages 17 - 20 of **DCH1**) shows the location of the notices. I have also appended at pages 26 - 38 of **DCH1** photographs of the notices in situ.
- 9.3.2 In the case of the Tranmere Terminal, were in the form set out in the "Tranmere Notice" at Schedule 3 to the Order and were placed at the vehicular entrances and exits to the Tranmere Terminal, shown marked "A" on the Tranmere Plan. These were affixed on 23 April 2022 and the schedule (appended at pages 21 - 22 of **DCH1**) shows the location of the notices. I have also appended at pages 39 - 42 of **DCH1** photographs of the notices in situ.
- 9.3.3 In the case of the Northampton Terminal, were in a form set out in the "Northampton Notice" at Schedule 3 to the Order and were placed at the vehicular entrance and exit to the Northampton Terminal, shown marked "A" on the Northampton Plan. These were affixed on 22 April 2022 and the schedule (appended at pages 23 - 24 of **DCH1**) shows the location of the notices. I have also appended

photographs showing the banners in situ at pages 43 - 46 of **DCH1**.

- 9.4 E-mailed the following e-mail addresses with the information that copies of the Documents may be viewed at the Website: juststopoil@protonmail.com; enquiries@extinctionrebellion.uk; xr-legal@riseup.net; XRMidlands@protonmail.com; and support@xrnorth.org as follows:
- 9.4.1 I confirm that on 22 April 2022, our firm sent a securedocs link containing copies of the Documents (save for the Response Pack) to the recipients listed above (copies of these e-mails are appended at pages 47 - 52 of **DCH1**).
- 9.4.2 On 29 April 2022, I sent an e-mail to enquiries@extinctionrebellion.uk; xr-legal@riseup.net; xrmidlands@protonmail.com; and support@xrnorth.org providing them with a link to the website. A copy of that e-mail is exhibited at page 53 of **DCH1**. On the same day, I sent a similar e-mail to juststopoil@protonmail.com and a copy of this is exhibited at page 54 of **DCH1**. I received an automated response, as exhibited at page 55 of **DCH1**, to my e-mails to enquiries@extinctionrebellion.uk.
- 9.5 Following the service steps above, I confirm that I filed Certificates of Service with the Court, as required by paragraph 15 of the Order. These Certificates of Service are exhibited at pages 56 - 70 of **DCH1**.
- 9.6 On 4 May 2022, I can confirm that Rebecca Noble of my firm e-mailed the recipients listed above (copied to my e-mail address) with a Response Pack, and a further copy of the sealed Claim Form, see e-mails appended at pages 71 - 72 of **DCH1**. I confirm that in respect of the Response Pack, I have also filed further Certificates of Service (see exhibited at pages 73 - 84 of **DCH1**).

9.7 I can confirm that on behalf of the Claimants, I will be taking steps to arrange for service of this Witness Statement, the sealed Application Form (which contains notice of the return date hearing and as appended at pages 85 - 88 of **DCH1**), and Particulars of Claim, in the above methods of service prescribed above.

9.8 I believe that by taking the above steps of service, notice of the injunction will have come to the attention of the Defendants.

Statement of Truth

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

Signed: 

Dated: 5 May 2022

David Christopher Holland

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH1
Made on: 5 May 2022

CLAIM NO PT-2022-000326

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND
AND WALES
PROPERTY TRUSTS AND PROBATE LIST
BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS
LIMITED
- (3) INFRANORTH 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
FIRST CLAIMANT'S CONSENT,
ON THE FIRST CLAIMANT'S
LAND AT STANLOW
MANUFACTURING COMPLEX,
ELLESMERE PORT, CH65 4HB
SHOWN EDGED RED (SAVE
FOR THE AREAS HATCHED
BLUE AND ORANGE) ON THE
ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN
OBSTRUCT OR OTHERWISE
INTERFERE WITH THE FIRST
CLAIMANT'S ACCESS OVER
AND ALONG THE ROAD
SECTION SHOWN SHADED

**YELLOW ON THE ATTACHED
'STANLOW PLAN'**

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'

(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'

(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER

OR REMAIN, WITHOUT THE
THIRD CLAIMANT'S CONSENT,
ON THE THIRD CLAIMANT'S
LAND AT NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN EDGED RED (SAVE
FOR THE AREAS EDGED BLUE)
ON THE ATTACHED
'NORTHAMPTON PLAN'

(7) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCES OR EXITS TO
NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN MARKED WITH AN
"A" ON THE ATTACHED
'NORTHAMPTON PLAN'

Defendants

WITNESS STATEMENT OF DAVID
CHRISTOPHER HOLLAND

Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
Tel: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001
Ref: DH4/ESS.36-23

Solicitors for the Claimants



just.stopoil • Follow

Kingsbury Oil Terminal



just.stopoil BREAKING

This morning 16 supporters of Just Stop Oil have broken an injunction to once again take action to prevent the horror of climate breakdown.

We accept the huge legal consequences of our actions, but the consequences of not acting are so much greater.

The demand is a no brainer, ending all new oil and gas is the first step to protecting our childrens futures, to escape the grip of oil is to escape the grip of death.

There is no alternative that will save us fast enough.

We need to come together and act, we will make it happen, but we need you there!

Follow the link in our bio to join a call

#JustStopOil

Edited · 1w



324 likes

7 DAYS AGO



just.stopoil • Follow



just.stopoil The 16 supporters of just stop oil at the Kingsbury oil terminal are now peacefully blocking access to the site, knowingly breaking an injunction to stop the destruction oil wreaks.

No one wants to be sent to prison. But we are left no choice.

The time for marches, letter writing and petitions is at an end, non-violent civil resistance is the only logical response to a government that is actively harming us by planning new oil and gas.

A government that is knowingly planning to harm its citizens is breaking the social contract, a government that knows its plans will increase the suffering and death of the worlds most vulnerable people, a government that is committing a criminal act.

It is time for civil resistance, we have been sold down the river by our government for back pocket cash from fossil fuel giants.

Time to step up and say NO.

Follow the link in our bio, join a call tonight.

#juststopoil




476 likes

7 DAYS AGO



 just.stopoil • Follow ...

 just.stopoil 16 Just Stop Oil supporters have been arrested for taking action at Kingsbury today, and are likely to face a charge of contempt of court. If found guilty they face the prospect of unlimited fines and a prison sentence of up to two years.

The Just Stop Oil supporters are in breach of an injunction granted to North Warwickshire Borough Council on 14th April. The private injunction gives sweeping powers of arrest to the authorities and appears designed to help the state protect the profits of the oil industry by effectively outlawing any protest activity near the Kingsbury Terminal, the largest inland oil storage depot in the country.

We accept the consequences of our actions. The extent of powers deployed demonstrates our government's intent on harming us: by planning new oil and gas developments wrecking climate havoc and coming down hard on non-violent protests against the destruction they will bring.

Follow the link in our bio, join a call tonight.

Just Stop Oil.

1w

247 likes

7 DAYS AGO



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just.stopoil 16 Just Stop Oil supporters were arrested and detained outside Kingsbury oil terminal.

They are likely to be charged with contempt of court and if found guilty they face the prospect of unlimited fines and a prison sentence of up to two years.

Why did they do this?

Amy Pritchard, 37, a care worker from London, speaking prior to the action today, said:

"If my imprisonment helps wake people up to the seriousness of the situation, it's worth it. The UN Secretary General clearly states 'fossil fuels are a dead end' and 'delay means death'. No new oil and gas is not a controversial demand. I want to have children and I want them to have a future."

Join the push for change. Link in bio to sign up.

Just Stop Oil. #juststopoil

1w



153 likes

7 DAYS AGO



just.stopoil • Follow



just.stopoil Why did they do this?

This morning, 16 Just Stop Oil supporters at Kingsbury oil terminal were arrested and detained. They are likely to be charged with contempt of court and if found guilty they face the prospect of unlimited fines and a prison sentence of up to two years.

Sarah Webb, 51, a special educational needs tutor from Oxfordshire, speaking prior to the action today, said: "Our Government and judicial system have now effectively outlawed peaceful protest. Is this Russia, is this China? No, it's the UK."

"It's down to us ordinary people now. Can you trust the government to do what is right and end new fossil fuel licenses? Can you trust the fossil fuel companies to stop drilling and start building wind turbines? No, me neither. So we all need to stand up and force the government to take action."

Join the push for change. Link in bio to sign up.

Just Stop Oil. #juststopoil

1w



370 likes

7 DAYS AGO

England | Local News | Regions | Coventry & Warwickshire

Just Stop Oil protests: Protesters breach Kingsbury Oil terminal injunction

🕒 26 April

Climate change



VLAD MOROZOV

Just Stop Oil protesters outside the Kingsbury Oil Terminal

A number of activists have been arrested after breaching an injunction outside an oil terminal in Tamworth.

Members of the Just Stop Oil group blocked access to the Kingsbury Oil Terminal from 07:30 BST on Tuesday.

A new High Court injunction in the area grants police "enhanced powers to

prevent and disrupt any unlawful activity".

Warwickshire Police said it had detained 16 people following the demonstration.



VLAD MOROZOV

| Warwickshire Police has said a number of arrests have been made

A breach of the injunction, granted by North Warwickshire Borough Council on 14 April, carries a maximum penalty of two years in prison.

Activists aged between 23 and 75 years old have been arrested on suspicion of obstructing the highway.

The force has advised against protest activity in Kingsbury and said officers will "take action".

"A number of arrests have been made this morning and our priority continues to be to minimise any disruption to the community and the local road networks, while ensuring the terminal can go about its day-to-day operational activity", said assistant chief constable Dave Gardner.





VLAD MOROZOV

| Activists arrived at the site from 07:30BST

Activists are demanding an end to new oil and gas projects.

Campaigner Amy Pritchard, 37, said: "If my imprisonment helps wake people up to the seriousness of the situation, it's worth it."

The care worker added: "No new oil and gas is not a controversial demand. I want to have children and I want them to have a future."

In recent weeks more than 200 activists have been arrested during demonstrations.

Members of Just Stop Oil and Extinction Rebellion obstructed 10 fuel sites in the Midlands and southern England in the early hours of 1 April to stand against "expanding UK oil and gas production".

Protesters glued themselves on to roads and locked on to oil drums and each other.

Last week, police found a tunnel next to the Kingsbury depot following weeks of protests.

The **underground structure was discovered on 22 April** in the Trinity Road area, Warwickshire Police said.

Five people were arrested on suspicion of criminal damage in connection with the tunnel.

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just.stopoil • Follow



just.stopoil BREAKING

A group of 8 ordinary people standing peacefully outside the Kingsbury Oil Terminal holding placards are risking arrest today for breaking the Warwickshire injunction. This is the third day in a row that Just Stop Oil supporters have been arrested for nonviolent and non-disruptive protest.

Emily Brockleback, 23, a student from Leeds, who is taking action for the second time this week at Kingsbury said: "I have a moral obligation to stand in solidarity with the global south. As a white, middle class woman in the UK, I was born into privilege and thanks to the suffragettes I have both rights and responsibilities. I question, how can I be so passionate about humanity and the lessening of suffering from the climate crisis yet let one more chance of arrest or harsher punishment truly stop me?"

"I will break the injunction again. I will continue. You released me. I continued to protest on a damn grass verge. It's your move. Nothing that you threaten to do will scare me into compliance, as I will not comply with a government that values profit over people."

#juststopoil #nonviolent #climateemergency



329 likes

5 DAYS AGO

England | Local News | Regions | Surrey

Just Stop Oil protests: Arrests after M25 services petrol pumps damaged

🕒 5 days ago

UK climate change protests



JUST STOP OIL

Protesters say they have blocked petrol stations at Clacket Lane and Cobham services on the M25

Police arrested 35 people at climate protests which saw two petrol stations on the M25 blocked by activists.

Just Stop Oil said 35 supporters blocked petrol stations at Cobham and Clacket Lane services in Surrey.

The action began at 07:00 BST with activists saying they had vandalised petrol

pumps by smashing display glass and spraying them with paint.

Protesters were held on suspicion of conspiracy to commit criminal damage and aggravated trespass, police said.

Supt Graham Barnett, from Surrey Police, said: "All protesters have now been removed and 35 people are in custody. Both forecourts have reopened but unfortunately a large number of pumps have been damaged which means they have not currently in use."

He said 35 petrol pumps were damaged at Cobham and 20 at Clacket Lane, but HGV pumps at both sites were not targeted and remain open.

The incident took time to resolve because officers trained in using specialist de-bonding equipment were needed, he said.



EDDIE MITCHELL

| Some 35 protesters blocked petrol pumps

Protesters had glued themselves to pumps and signs on the forecourts.

One was glued to the top of a lorry.

Nathan McGovern, an activist at Clacket Lane, told BBC Radio Surrey 15 people blocked the entrance to the forecourt.

The 22-year-old student from Coventry said: "Some of us have made sure the petrol pumps cannot be used."

petrol pumps cannot be used.



EDDIE MITCHELL

Fuel pumps were damaged at Clacket Lane services

Surrey police and crime commissioner, Lisa Townsend, said: "We have seen damage caused and disruption to ordinary people's lives in the name of protest.

"The selfish actions of these protesters are completely unacceptable."

She added: "The right to peaceful and lawful protest is important in a democratic society but the actions this morning step far beyond what is acceptable."

A spokesman for the Department for Business, Energy and Industrial Strategy said: "People's day-to-day lives should not be disrupted and any criminal activity will not be tolerated."

On Tuesday, members of Just Stop Oil were arrested after **breaching an injunction** outside Warwickshire's Kingsbury Oil Terminal.

A High Court injunction in the area grants police "enhanced powers to prevent and disrupt any unlawful activity".

Warwickshire Police said officers detained 16 people.

- **Why protesters tie themselves to goalposts**

fuel sites in the Midlands and southern England in a stand against "expanding UK oil and gas production".

Protesters glued themselves to roads and locked on to oil drums and each other.



Protesters at Clacket Lane services blocked the entrance to the petrol station forecourt

The group has also targeted high-profile football matches.

More than 1,000 arrests have been made.

Follow BBC South East on [Facebook](#), on [Twitter](#), and on [Instagram](#). Send your story ideas to southeasttoday@bbc.co.uk.

More on this story





just.stopoil • Follow



just.stopoil Since 4am this morning, supporters of Just Stop Oil have disrupted oil supplies from a key Scottish oil terminal in support of their demand that the UK government end new oil and gas projects in the UK.

Up to 40 Just Stop Oil supporters are blockading the entrance to the Nustar Clydebank oil terminal in Glasgow by climbing on top of tankers and locking on at the entrance. Others have entered into the oil terminal itself and have locked on at height to halt operations.

This is the first action of its kind in Scotland since the Just Stop Oil coalition began blocking the UK's oil supply on April 1st, which has resulted in over 1,200 arrests and numerous court appearances. #juststopoil

21h



thehumancycles 🔥🔥🔥



9h Reply



notorybaker ❤️ love and action very brave rebels xxxx



283 likes

21 HOURS AGO



JustStopOil

1,086 Tweets

Follow



JustStopOil @JustStop_Oil · 5h



[#JustStopOil](#) climate activists blockade Scottish oil terminal before dawn.

The group started targeting the UK's oil supply on 1 April, calling on the government to [#StopNewOilAndGas](#) production.

[#FundTheAlternatives](#)



[independent.co.uk](https://www.independent.co.uk)

Just Stop Oil climate activists launch dawn blockade of Scottish fuel t...

The group started targeting the UK's oil supply on 1 April, calling on the government to halt new oil and gas production



xrebellionuk • Follow

Fossil Fuel Free Future



xrebellionuk FUCK THE FOSSIL ECONOMY

The last month XR UK:

Blocked terminals and tankers that transport oil

Companies like Total and Navigator refine and transport oil including oil not produced or used in the UK.

Fucked companies that profit from oil & gas

Companies like Shell and Schlumberger continue to fund exploration and extraction of new oil in a climate emergency.

Shut down insurance firms that underwrite extraction.

Companies like Lloyd's of London provide security to life risking investments in new oil pipelines and coal mines

Fucked banks that fund the destruction

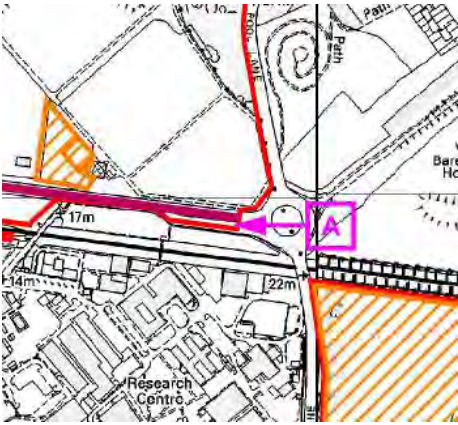
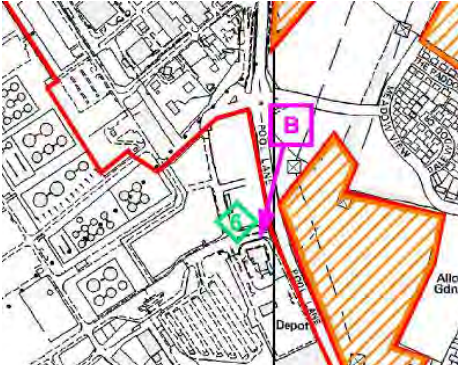
Companies like Black Rock and Barclays pump money into mining the amazon and extracting oil in the ocean.



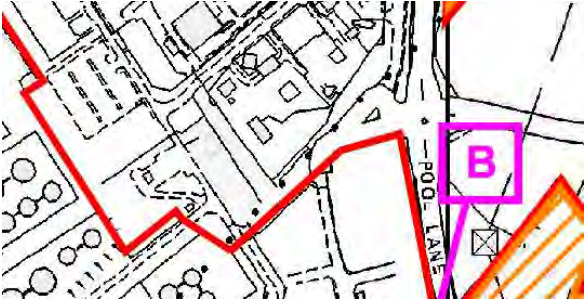

1,345 likes

APRIL 19



**Stanlow Manufacturing Complex
Ellesmere Port
CH65 4HB**

Point at Site	Position	Date and Time Warning Notices and boxes were
<p>Access A</p> 	<p>1x Warning Notice displayed on the boundary line at access point A</p>	<p>23/04/2022 08:30am</p>
	<p>1x Warning Notice and 1x box attached to gate leading from access point A into the site</p>	<p>23/04/2022 08:30am</p>
<p>Access B (Gate 6)</p> 	<p>1x Warning Notice and 1x box attached to fence at Access point B (Gate 6) off Poole Lane</p>	<p>23/04/2022 09:45am</p>


**Stanlow Manufacturing Complex
Ellesmere Port
CH65 4HB**

<p>Above Access B</p> 	<p>1x Warning Notice and 1x box attached to fence above Access B from the University Land off Poole Lane</p>	<p>23/04/2022 09:45am</p>
<p>Access C</p> 	<p>1x Warning Notice and 1x box attached to right hand side of the white fence at Access point C off A5117</p>	<p>23/04/2022 10:35am</p>



**Stanlow Manufacturing Complex
Ellesmere Port
CH65 4HB**

<p>Between Access B and Access C</p> 	<p>2 x Warning Notices attached to boundary fence visible from the highway (A5117)</p>	<p>23/04/2022 10:10am</p>
<p>Checkpoint at layby off yellow access on Oil Sites Road</p> 	<p>1x Warning Notice located at checkpoint off yellow access along Oil Sites Road</p>	<p>23/04/2022 11:30am</p>


**Stanlow Manufacturing Complex
Ellesmere Port
CH65 4HB**

<p>Access gate off Mill Lane</p>	<p>1x Warning Notice located on access gate at rear of Lexus Dealers</p>	<p>23/04/2022 11:00am</p>
<p>Access off Kinsey's Lane behind Yewtree Farm</p> 	<p>1x Warning Notice and 1x box off Kinsey's Lane behind Yewtree Farm</p>	<p>23/04/2022 09:00am</p>


**Tranmere Oil Terminal
St Paul's Road
Birkenhead**

Point at Site	Position	Date and time Warning Notices and boxes were attached to site
<p>Access A</p> 	<p>1x Warning Notice and 1x box located at access point A</p>	<p>23/04/2022 08:00am</p>
<p>Gate behind the Refreshment Rooms</p> 	<p>1x Warning Notice and 1x box located at gates behind the Refreshment Rooms</p>	<p>23/04/2022 08:40am</p>

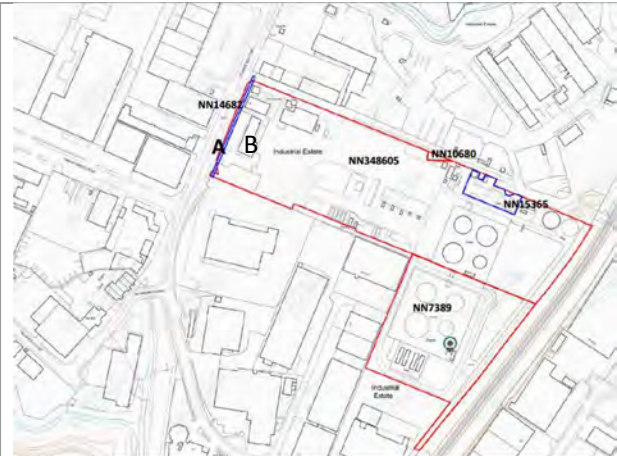
**Tranmere Oil Terminal
St Paul's Road
Birkenhead**

<p>Pedestrian access and gate from the wasteland leading onto the site</p>  A site plan map of the Tranmere Oil Terminal. A blue line highlights a path starting from the left side of the map, passing through a gate labeled 'A', and leading into a central area with several circular structures. The map also shows other buildings and paths in the area.	<p>1x Warning Notice and 1x box attached to gate at the pedestrian access from the adjacent land leading onto the site</p>	<p>23/04/2022 09:30am</p>
--	--	---------------------------

Northampton Oil Terminal
25 St James Mill Road
Northampton
NN5 5JN

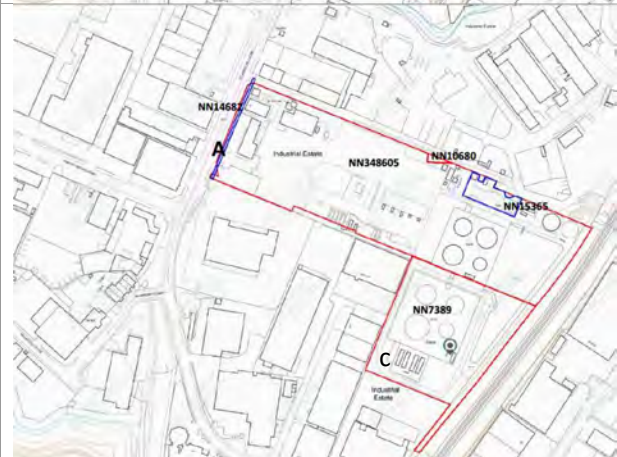
Point at Site	Position	Date and time Warning Notices and boxes were attached to site
<p data-bbox="191 418 310 444">Access A</p>  <p>The map shows an aerial view of an industrial estate. A red boundary outlines a large area. A blue line, labeled 'A', runs along the western side of this boundary. Several buildings and structures are visible within the estate, with labels such as 'Industrial Estate', 'NN14682', 'NN348605', 'NN10680', 'NN15365', and 'NN7389'. The map also shows surrounding roads and other industrial buildings.</p>	<p data-bbox="850 418 1556 444">1x Warning Notice and 1x box located at gates marked 'A'</p>	<p data-bbox="1619 418 1808 444">22/04/22 21:00</p>

Northampton Oil Terminal
25 St James Mill Road
Northampton
NN5 5JN



1x Warning Notice and 1x box located at gates marked 'B'

22/04/22 21:00



1x Warning Notice and 1x box located at gates marked 'C'

22/04/22 21:00



LEGAL PROCEEDINGS

Please find below a link to the court documents relied upon in respect of urgent injunction proceedings brought by Essar Oil (UK) Ltd, Stanlow Terminals Ltd and Infranorth Ltd in relation to the ongoing direct action being carried out by individuals in connection with Extinction Rebellion and Just Stop Oil.

[Download Injunction Papers \(/media/1896/essar-injunction-court-papers.zip\)](/media/1896/essar-injunction-court-papers.zip)

Legal Proceedings



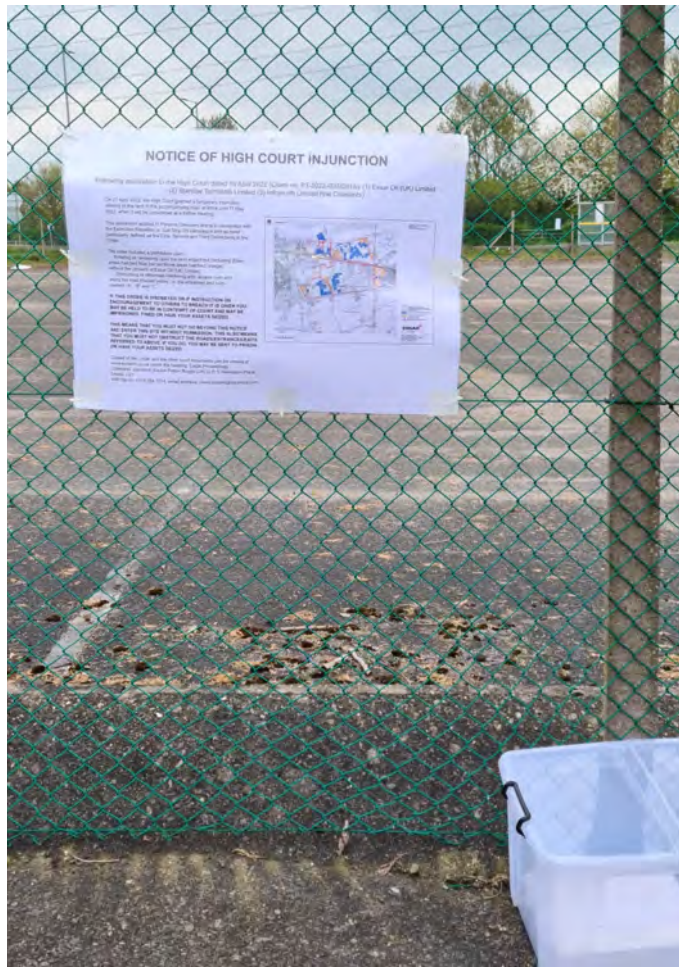


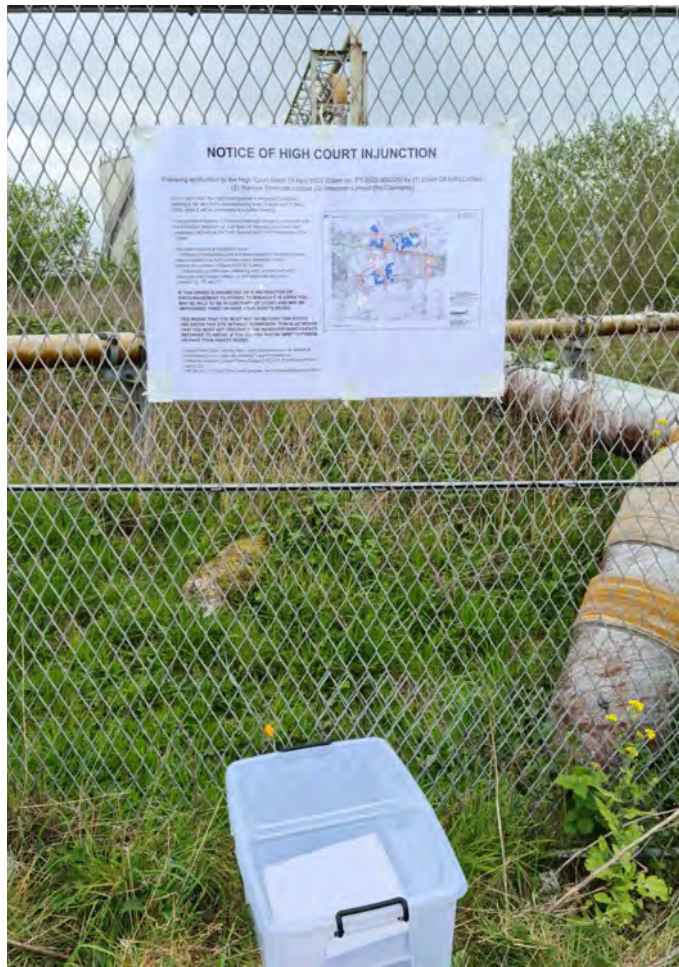










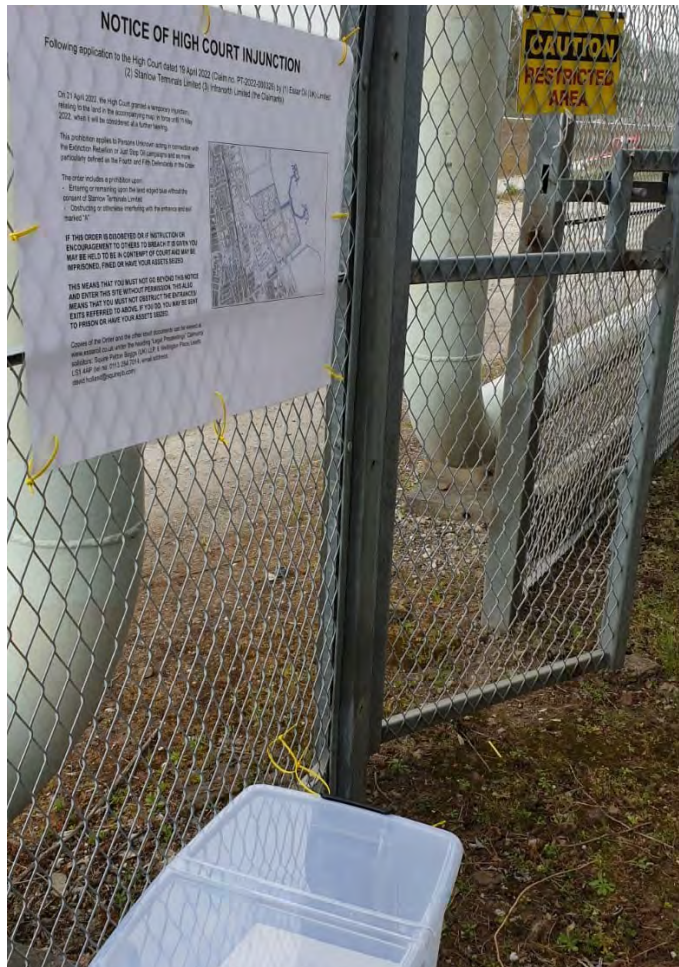


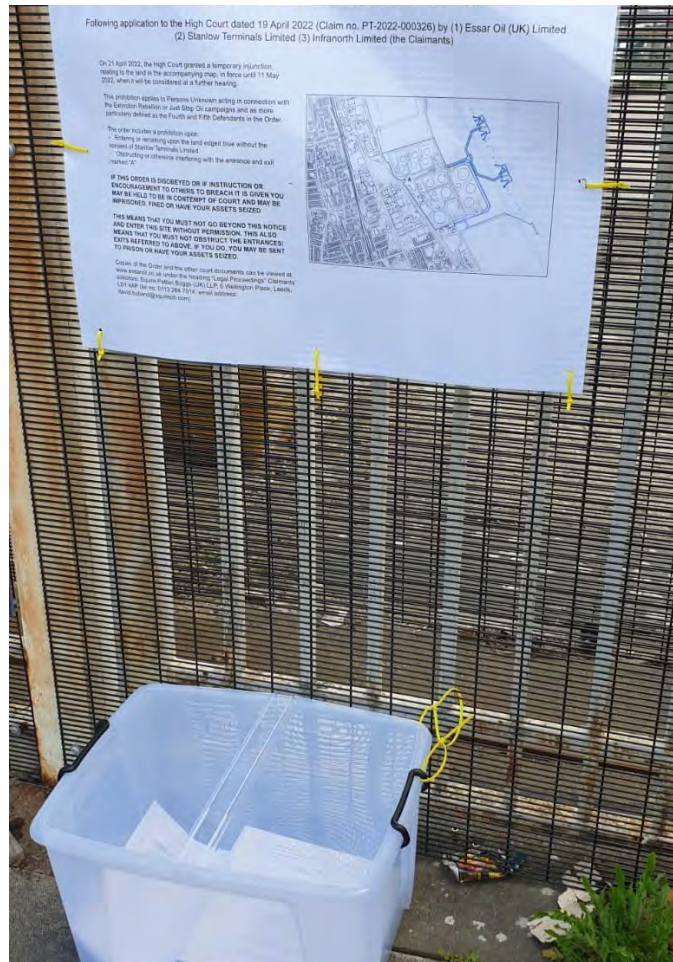












Following application to the High Court dated 19 April 2022 (Claim no. PT-2022-000326) by (1) Essar Oil (UK) Limited (2) Stanlow Terminals Limited (3) Infranorth Limited (the Claimants)

On 21 April 2022, the High Court granted a temporary injunction relating to the land in the accompanying map, in force until 11 May 2022, which will be considered at a further hearing.

The prohibition applies to Persons Unknown acting in connection with the Extension Redevelopment or Just Dig, Oil Campaign and all other activities defined in the Facts and 19B Defendants in the Order.

The order includes a prohibition upon:
- Entering or remaining upon the land edged blue without the consent of Stanlow Terminals Limited.
- Distributing or otherwise displaying with the entrance and exit markings.



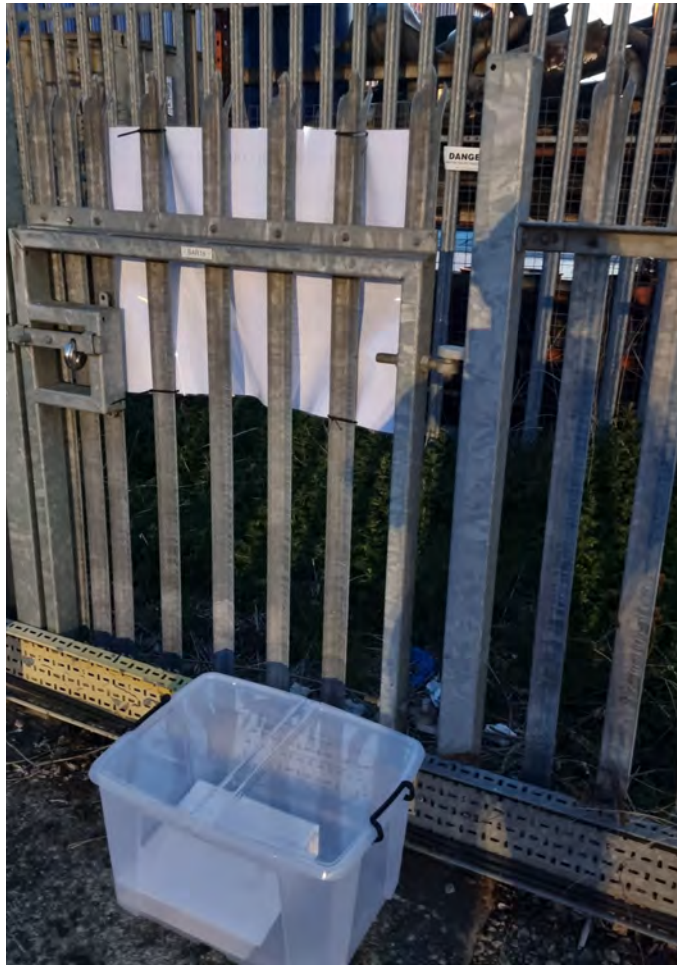
IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES AND EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.electroniccaseunderthehooding.org.uk/Proceedings/Clients/CaseDetails.aspx?CaseID=107220414.
L21 A&P Ref no: 1072 204 14. Email address: www.houm@esmail.com











From: securedocs@squirepb.com
Sent: 22 April 2022 17:15
To: juststopoil@protonmail.com
Subject: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents



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[Access files](#)

Dear Sirs/Madams

We write on behalf of Essar Oil (UK) Ltd, Stanlow Terminals Ltd and Infranorth Ltd in relation to the ongoing direct action being carried out by individuals in connection with Extinction Rebellion and Just Stop Oil.

Further to the injunction application that was heard by Mrs Justice Bacon DBE on 21 April 2022, and in accordance with the Order dated 21 April 2022, we enclose, by way of service, the following documents:

- 1 Sealed Claim Form dated 19 April 2022;
- 2 Application Notice dated 19 April 2022;
- 3 Draft Order;
- 4 Witness Statement of Jonathan Peter Barden and Exhibit dated 19 April 2022;
- 5 Correspondence sent to Just Stop Oil and Extinction Rebellion dated 19 April 2022;
- 6 Skeleton Argument dated 20 April 2022;
- 7 Sealed Order dated 21 April 2022;

- 8 Correspondence sent to Just Stop Oil and Extinction Rebellion dated 21 April 2022;
- 9 Note of Hearing dated 21 April 2022;
- 10 Note of Judgement of Mrs Justice Bacon DBE dated 21 April 2022;
- 11 Return Hearing Application Notice dated 22 April 2022; and
- 12 Draft Return Hearing Order.

Should you have any queries in relation to these proceedings, please contact David Holland of this office on 07921600141 or at david.holland@squirepb.com.

File links expire: May 22, 2022

Secured by **Kiteworks**



4 PDFs

Essar Oil Hearing Bundle - 20.04.22.pdf, Skeleton Argument 20.04.2022.pdf, Sealed Order - 21.04.22.pdf, Note of Injunction Hearing and Judgement - 21.04.22.pdf



4 files

Correspondence sent to JSO - 21.04.22.PDF, Return Date Application Notice (Signed) - 22.04.22.PDF, Draft Return Hearing Order (and Schedules).PDF, Correspondence sent to ER - 21.04.22.PDF

From: securedocs@squirepb.com
Sent: 22 April 2022 17:17
To: support@xrnorth.org; enquiries@extinctionrebellion.uk; xrmidlands@protonmail.com; xr-legal@riseup.net
Subject: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents



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[Access files](#)

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File links expire: May 22, 2022

Secured by **Kiteworks**



4 PDFs

Skeleton Argument 20.04.2022.pdf, Sealed Order - 21.04.22.pdf, Note of Injunction Hearing and Judgement - 21.04.22.pdf, Essar Oil Hearing Bundle - 20.04.22.pdf



4 files

Correspondence sent to JSO - 21.04.22.PDF, Correspondence sent to ER - 21.04.22.PDF, Return Date Application Notice (Signed) - 22.04.22.PDF, Draft Return Hearing Order (and Schedules).PDF

Gillon, Morag

From: Holland, David
Sent: 29 April 2022 17:24
To: support@xrnorth.org; enquiries@extinctionrebellion.uk; xrmidlands@protonmail.com; xr-legal@riseup.net
Subject: RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited - v- Persons Unknown - Injunction Documents [I-EUR.FID9865528]

Dear Sirs/Madam,

Further to our email below, we confirm that a copy of the court documents in the above proceedings is available at the web link www.essaroil.co.uk under the heading 'Legal Proceedings'.

A link to the relevant page of the website is here: <https://www.essaroil.co.uk/legal-proceedings/>.

Yours faithfully

Squire Patton Boggs (UK) LLP

SQUIRE PATTON BOGGS **David C. Holland**
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david.holland@squirepb.com | squirepattonboggs.com

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From: securedocs@squirepb.com <securedocs@squirepb.com>

Sent: 22 April 2022 17:17

To: support@xrnorth.org; enquiries@extinctionrebellion.uk; xrmidlands@protonmail.com; xr-legal@riseup.net

Subject: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents

Gillon, Morag

Subject: FW: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents

From: "Holland, David" <david.holland@squirepb.com>

Date: 29 April 2022 at 17:24:57 BST

To: juststopoil@protonmail.com

Subject: RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents

Dear Sirs/Madam,

Further to our email below, we confirm that a copy of the court documents in the above proceedings is available at the web link www.essaroil.co.uk under the heading 'Legal Proceedings'.

A link to the relevant page of the website is here: <https://www.essaroil.co.uk/legal-proceedings/>.

Yours faithfully

Squire Patton Boggs (UK) LLP



David C. Holland

Partner
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M +44 792 160 0141
M Mobex 257014

david.holland@squirepb.com | squirepattonboggs.com

Find Us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

From: securedocs@squirepb.com <securedocs@squirepb.com>

Sent: 22 April 2022 17:15

To: juststopoil@protonmail.com

Subject: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents

Gillon, Morag

From: Extinction Rebellion <enquiries@extinctionrebellion.uk>
Sent: 29 April 2022 17:24
To: Holland, David
Subject: [EXT] Message Received - RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents [I-EUR.FID9865528]

Hello Holland, David,

This is an automated reply to let you know we received your message.

It'll be read - usually within 24 hours - and we'll send you a personal reply, or forward it to an appropriate person within Extinction Rebellion.

To view the status of the ticket or to add comments, you can visit
<https://risingup.freshdesk.com/helpdesk/tickets/41345>

Thank you for contacting us,

With Love & Kindness
The XR Reactive Working Group

[Extinction Rebellion powered by Freshdesk Support Desk](#)

Certificate of service

Name of court High Court of Justice Business and Property Court	Claim No. PT-2022-000326
Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet A)	

On what day did you serve? 29 / 04 / 2022

The date of service is 03 / 05 / 2022

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

Claim Form, Application Notice, Draft Order, Witness Statement, Correspondence to JSO and ER, Skeleton Argument, Sealed Order, Note of Hearing & Judgement, Return Hearing Application Notice, Return Hearing Order and Warning Notices.

On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by affixing the documents and Warning Notices to the site.

How did you serve the documents?

(please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place
 - by personally handing it to or leaving it with (.....time left, where document is other than a claim form) (please specify)
- by other means permitted by the court (please specify)

By the means specified in paragraph 14 of the Order dated 21 April 2022
- by Document Exchange
- by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)
- by other electronic means (.17:00....time sent, where document is other than a claim form) (please specify)

Sent by email (including securelink) to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification


Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB

Being the claimant's defendant's
 solicitor's litigation friend

- usual residence
- last known residence
- place of business
 - principal place of business
 - last known place of business
 - last known principal place of business
 - principal office of the partnership
 - principal office of the corporation
 - principal office of the company
- place of business of the partnership/company/corporation within the jurisdiction with a connection to claim
- other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed 
 (Claimant) (Defendant) ('s solicitor) (Litigation friend)

Position or office held Partner of Squire Patton Boggs (UK) LLP
 (If signing on behalf of firm or company)

Date 29 / 04 / 2022

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In this context 'business day' means any day except Saturday, Sunday or a bank holiday; (under the Banking and Financial Dealings Act 1971 in the part of the UK where service is to take place) includes Good Friday and Christmas Day.

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

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(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST

**PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

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REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT
THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET A

CONTINUATION SHEET B

DOCUMENTS SERVED ON JUST STOP OIL AND EXTINCTION REBELLION

- 1 Sealed Claim Form dated 19 April 2022;
- 2 Application Notice dated 19 April 2022;
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- 4 Witness Statement of Jonathan Peter Barden and Exhibit dated 19 April 2022;
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Certificate of service

Name of court High Court of Justice Business and Property Court	Claim No. PT-2022-000326
Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet A)	

On what day did you serve? 29 / 04 / 2022

The date of service is 03 / 05 / 2022

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On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by affixing the documents and Warning Notices to the site.

How did you serve the documents?

(please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
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by personally handing it to or leaving it with
(.....time left, where document is other than a claim form) (please specify)

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(please specify)

By the means specified in paragraph 14 of the Order dated 21 April 2022

- by Document Exchange

by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)

- by other electronic means (.17:00....time sent, where document is other than a claim form) (please specify)

Sent by email (including securelink) to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

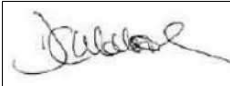
Tranmere Oil Terminal, St Paul's Road, Birkenhead

- Being the** claimant's defendant's
 solicitor's litigation friend

- usual residence
 last known residence
 place of business
 principal place of business
 last known place of business
 last known principal place of business
 principal office of the partnership
 principal office of the corporation
 principal office of the company
 place of business of the partnership/company/
corporation within the jurisdiction with a connection to claim
 other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed 

Position or office held Partner of Squire Patton Boggs (UK) LLP

(Claimant) (Defendant) ('s solicitor) (s litigation friend)

(If signing on behalf of firm or company)

Date 29 / 04 / 2022

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BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

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ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
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THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET A

CONTINUATION SHEET B

DOCUMENTS SERVED ON JUST STOP OIL AND EXTINCTION REBELLION

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Certificate of service

Name of court High Court of Justice Business and Property Court	Claim No. PT-2022-000326
Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
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Northampton Oil Terminal, 25 St James Mill Road, Northampton, NN5 5JN

Being the claimant's defendant's
 solicitor's litigation friend

- usual residence
- last known residence
- place of business
 - principal place of business
 - last known place of business
 - last known principal place of business
 - principal office of the partnership
 - principal office of the corporation
 - principal office of the company
- place of business of the partnership/company/ corporation within the jurisdiction with a connection to claim
- other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed 
(Claimant) (Defendant) ('s solicitor) (Litigation friend)

Position or office held Partner of Squire Patton Boggs (UK) LLP
(If signing on behalf of firm or company)

Date 29 / 04 / 2022

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- and -

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MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET A

CONTINUATION SHEET B

DOCUMENTS SERVED ON JUST STOP OIL AND EXTINCTION REBELLION

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Gillon, Morag

Subject: FW: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited - v- Persons Unknown - Injunction Documents [I-EUR.FID9865528]
Attachments: Claim Form - 19.04.22.pdf; Response Pack.pdf

From: Noble, Rebecca <rebecca.noble@squirepb.com>

Sent: 04 May 2022 15:11

To: support@xrnorth.org; enquiries@extinctionrebellion.uk; xrmidlands@protonmail.com; xr-legal@riseup.net

Cc: Holland, David <david.holland@squirepb.com>


Subject: RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents [I-EUR.FID9865528]

Dear Sirs/Madam

Further to our e-mail below, please find attached a sealed Claim Form and response pack, by way of service.

Yours faithfully

Squire Patton Boggs (UK) LLP

SQUIRE  **Rebecca Noble**
Associate
Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
England
T +44 113 284 7344
O +44 113 284 7000
F +44 113 284 7001
M +44 791 271 7321
M Mobex 257344
rebecca.noble@squirepb.com | squirepattonboggs.com

Find Us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)



Please note: Squire Patton Boggs will stop using DX services after 31 March 2022 and will no longer be part of the DX Exchange network.

Gillon, Morag

Subject: FW: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited - v- Persons Unknown - Injunction Documents [I-EUR.FID9865528]
Attachments: Claim Form - 19.04.22.pdf; Response Pack.pdf

From: Noble, Rebecca <rebecca.noble@squirepb.com>
Sent: 04 May 2022 15:12
To: juststopoil@protonmail.com
Cc: Holland, David <david.holland@squirepb.com>
Subject: RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited -v- Persons Unknown - Injunction Documents [I-EUR.FID9865528]

Dear Sirs/Madam

Further to our e-mail below, please find attached a sealed Claim Form and response pack, by way of service.

Yours faithfully

Squire Patton Boggs (UK) LLP



Rebecca Noble

Associate
Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
England
T +44 113 284 7344
O +44 113 284 7000
F +44 113 284 7001
M +44 791 271 7321
M Mobex 257344

rebecca.noble@squirepb.com | squirepattonboggs.com

Find Us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)



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Certificate of service

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Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet)	

On what day did you serve? 05/05/2022

The date of service is 05/05/2022

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

Response Pack (and a further copy of the Claim Form)

On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by serving by e-mail on 4 May 2022, putting the Response Pack in the boxes at each site on 5 May and uploading to the first Claimant's website

How did you serve the documents?

(please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place

by personally handing it to or leaving it with (.....time left, where document is other than a claim form) (please specify)

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The Response Pack was uploaded to the website on 5 May 2022 in accordance with the Order dated 21 April

- by Document Exchange

by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)

- by other electronic means (.15:11....time sent, where document is other than a claim form) (please specify)

Sent by e-mail on 4 May to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification


Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB

- Being the** claimant's defendant's
 solicitor's litigation friend

- usual residence
- last known residence
- place of business
- principal place of business
- last known place of business
- last known principal place of business
- principal office of the partnership
- principal office of the corporation
- principal office of the company
- place of business of the partnership/company/corporation within the jurisdiction with a connection to claim
- other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed 

Position or office held Partner of Squire Patton Boggs (UK) LLP

(Claimant) (Defendant) ('s solicitor) (s litigation friend)

(If signing on behalf of firm or company)

Date 05/05/2022

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Calculation of deemed day of service of a claim

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Calculation of the deemed day of service of documents other than the claim form (CPR 6.26)

Method of service	Deemed day of service
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Personal service	If the document is served personally before 4.30pm on a business day, it is served on that day; or in any other case, on the next business day after that day

In this context 'business day' means any day except Saturday, Sunday or a bank holiday; (under the Banking and Financial Dealings Act 1971 in the part of the UK where service is to take place) includes Good Friday and Christmas Day.

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT’S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED ‘STANLOW PLAN’

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**PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

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REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR
REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**

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REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT
THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET A

Certificate of service

Name of court High Court of Justice Business and Property Court	Claim No. PT-2022-000326
Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet)	

On what day did you serve? 05/05/2022

The date of service is 05/05/2022

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

Response Pack (and a further copy of the Claim Form)

On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by serving by e-mail on 4 May 2022, putting the Response Pack in the boxes at each site on 5 May and uploading to the first Claimant's website

How did you serve the documents?

(please tick the appropriate box)

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- by delivering to or leaving at a permitted place

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(.....time left, where document is other than a claim form) (please specify)

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Sent by e-mail on 4 May to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

Tranmere Oil Terminal, St Paul's Road, Birkenhead

Being the claimant's defendant's
 solicitor's litigation friend

usual residence

last known residence

place of business

principal place of business

last known place of business

last known principal place of business

principal office of the partnership

principal office of the corporation

principal office of the company

place of business of the partnership/company/corporation within the jurisdiction with a connection to claim

other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed



Position or office held

Partner of Squire Patton Boggs (UK) LLP

(Claimant) (Defendant) ('s solicitor) (Solicitor friend)

(If signing on behalf of firm or company)

Date 05/05/2022

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BETWEEN:

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- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

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CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
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THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET A

Certificate of service

Name of court High Court of Justice Business and Property Court	Claim No. PT-2022-000326
Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet)	

On what day did you serve? 05/05/2022

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What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

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The Defendants, by serving by e-mail on 4 May 2022, putting the Response Pack in the boxes at each site on 5 May and uploading to the first Claimant's website

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Sent by e-mail on 4 May to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

Northampton Oil Terminal, 25 St James Mill Road,
Northampton, NN5 5JN

Being the claimant's defendant's
 solicitor's litigation friend

usual residence

last known residence

place of business

principal place of business

last known place of business

last known principal place of business

principal office of the partnership

principal office of the corporation

principal office of the company

place of business of the partnership/company/
corporation within the jurisdiction with a connection to claim

other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed



(Claimant) (Defendant) ('s solicitor) (Litigation friend)

Position or office held

Partner of Squire Patton Boggs (UK) LLP

(If signing on behalf of firm or company)

Date 05/05/2022

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TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

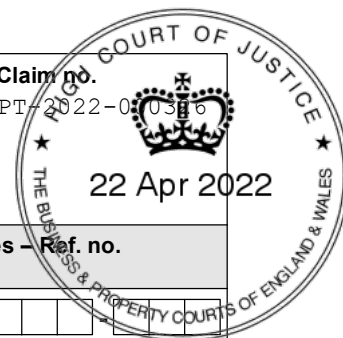
Defendants

CONTINUATION SHEET A

Application notice

**Notice of hearing Application will be heard at 7
Rolls Building,
London, EC4A 1NL
Date: 11/05/2022 (Return Date)
Time: N.B. 10:30 AM
Court: TBH Remotely via Skype unless directed
otherwise**

Name of court High Court of Justice Business and Property Court		Claim no. PT-2022-000326
Property Trust and Probate		22 Apr 2022
Fee account no. (if applicable)	Help with Fees - (if applicable)	Ref. no.
	HWF -	
Warrant no. (if applicable)	PT-2022-000326	
Claimant's name (including ref) (1) Essar Oil (UK) Terminals Limited, (3) Infranorth Limited		
Defendant's name (including ref) See Continuation Sheet		
Date	22 April 2022	



Hearing Date: 11 May 2022 10:30
The Rolls Buildings Court 10

What is your name or if you are a legal representative the name of your firm

Squire Patton Boggs (UK) LLP

Are you a Claimant Defendant Legal Representative
 Other (please specify) _____

If you are a legal representative do you represent

The Claimants

What order are you asking the court to make and why

The Application is for continuation of the relief granted in the Order dated 21 April 2022 as per the attached Order. 11 May 2022 is the date specified in the said Order as the Return Date.

Have you attached a draft of the order you are applying for Yes No

How do you want to have the litigation dealt with at a hearing without a hearing
 at a telephone hearing

How long do you think the hearing will last 2 hours Minutes

Is it likely to be agreed by all parties Yes No

Give details of any fixed trial date or period 11 May 2022 (Return Date)

What level of judge does your hearing need Deputy Judge

How should evidence be served if it is a litigation See draft order

Please give the service address (not a fax number) of the claimant or defendant of any party named in the application

at information will you be relying on in support of your application

the attached witness statement

the statement of case

the evidence set out in the order

If necessary please continue on a separate sheet

We rely on the Witness Statement of John Barden dated 19 April 2022 as referred to in the Order dated 21 April 2022.

Statement of Truth

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

- I believe that the facts stated in section (and any continuation sheets) are true
- The Applicant believes that the facts stated in section (and any continuation sheets) are true. I am authorised by the applicant to sign this statement

Signature



- Applicant
- Litigation friend (where applicant is a child or a protected party)
- Applicant's legal representative (as defined by C.R. ())

Date

Day	Month	Year
22	4	2022

Full name

David Christopher Holland

Name of applicant's legal representative's firm

Squire Patton Boggs (UK) LLP

If signing on behalf of firm or company give position or office held

Partner

licant s address to ic docu ents s ould e sent

uilding and street

6 Wellington Place

Second line of address

To n or city

Leeds

County (o tional)

West Midlands

ostcode

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0113 284 7000

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Your Ref

DH4/ESS.036-0023

ail

David.Holland@squirepb.com

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

B E T W E E N:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

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**BIRKENHEAD SHOWN EDGED BLUE ON THE
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NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD,
NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE
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OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES
MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED
WITH AN “A” ON THE ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

PARTICULARS OF CLAIM

The Sites

1. This Claim relates to the following land and property (“the Sites”):
 - 1.1 *Stanlow Terminal and Refinery*
 - 1.1.1 This is located at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB.
 - 1.1.2 This Site is used for the production of refined fuel products, the storage of crude oil and refined fuel products, road terminal business and as the main administration office.

1.1.3 It is approximately 1900 acres and produces over 16% of the total output of road transport fuels in the UK annually.

1.1.4 Stanlow Terminal and Refinery is made up of a number of parcels of land registered under the following title numbers:

1.1.4.1 CH483757, CH606018, CH524310, CH483759, CH293434, CH605996, CH483630, CH613111, CH105718 and CH493838;

1.1.4.2 CH606115 and CH685790.

1.1.5 It also comprises the leasehold land more particularly described by three leases dated 31 December 2019 (two of which expire on 31 August 2069 and one of which expires on 31 December 2029) between the First and Second Claimants, which are currently unregistered but are pending at the Land Registry.

1.1.6 The main access and egress route serving Stanlow Terminal and Refinery is the private road known as Oil Sites Road:

1.1.6.1 The eastern section of Oil Sites Road, which connects to the public highway at Poole Lane, forms part of the registered land with title number CH483757.

1.1.6.2 The western section of Oil Sites Road is the subject of a right of way contained in the following conveyances of land and deeds:

1.1.6.2.1 Conveyance dated 22 September 1920 and made between (1) The Manchester Ship Canal Company (2) William Deacon's Bank Limited and (3) The British Mexican Petroleum Company Limited. Paragraph 5 of Schedule 2 and paragraph 5 of Schedule 4 granted a right of way to the Canal Company on the road that it was required to build.

1.1.6.2.2 Conveyance dated 6 July 1938 made between (1) The Manchester Ship Canal Company (2) William Deacon's

Bank and (3) Shell Refineries Limited. Clause 4(e) granted a right of way to the Canal Company in similar terms to the conveyance dated 22 September 1920 but also required the Canal Company to extend the road.

1.1.6.2.3 The Deed dated 31 July 2011 made between (1) Shell U.K. Limited (2) Shell Chemicals U.K. Limited (3) Peel Land and Property (Ports) Limited and (4) The Manchester Ship Canal Company Limited. Clause 3.1 provides that Stanlow Terminal and Refinery shall continue to enjoy the right to use the road – the section of Oil Sites Road from the west bank of the River Gowy to Ellesmere Port – for the purpose of obtaining access to and egress from it.

1.2 *Tranmere Oil Terminal*

1.2.1 This is located at St Pauls Road, Birkenhead, CH42 1LQ.

1.2.2 This Site is used for the import of crude oil and diesel. It is then transferred to the Stanlow Terminal and Refinery.

1.2.3 Tranmere Oil Terminal is the subject of three registered leasehold interests with title numbers MS562863 (lease expiring on 31 December 2031), MS656931 (deed dated 25 May 2018 to commence from 1 January 2032 and expiring on 31 December 2048) and MS680708 (lease dated 31 December 2019 and expiring on 30 December 2031).

1.3 *Northampton Terminal*

1.3.1 This is located at 25 St James' Mill Road, Northampton, NN5 5JN.

1.3.2 This Site is used for the purposes of various oil products.

1.3.3 The Northampton Terminal is the subject of three registered freehold interests, namely NN7389, NN10680 and NN348605.

The Claimants

2. As to Stanlow Terminal and Refinery:
 - 2.1. The First Claimant is the registered freehold proprietor of those parts of land referred to in Paragraphs 1.1.4.1 above and the registered leasehold proprietor of the land referred to in Paragraphs 1.1.4.2 above. The First Claimant's land is edged red on the "Stanlow Plan" attached to these Particulars of Claim.
 - 2.2. The First Claimant is the registered freehold proprietor of the road referred to in Paragraph 1.1.6.1 above. This is marked by the purple line on the Stanlow Plan. The First Claimant enjoys the right of way over the road referred to in Paragraph 1.1.6.2 above following the conveyances and deeds referred to in Paragraph 1.1.6.2.1 to 1.1.6.2.3 above. This is marked by the yellow line on the Stanlow Plan.
 - 2.3. The Second Claimant is the lessee of the land described at Paragraph 1.1.5 above. The Second Claimant's leasehold land is hatched blue on the Stanlow Plan.
3. As to Tranmere Oil Terminal:
 - 3.1 The First Claimant is the lessee, being the registered leasehold proprietor in respect of title numbers MS562863 and MS656931.
 - 3.2 The Second Claimant is the underlessee of part of Tranmere Oil Terminal, being the registered leasehold proprietor in respect of title number MS680708. The Second Claimant's leasehold land is shown edged blue on the "Tranmere Plan" attached to these Particulars of Claim.
4. As to Northampton Terminal, the Third Claimant is the freehold owner, being the registered freehold proprietor in respect of title numbers NN7389, NN10680 and

NN348605. The Third Claimant's land is shown edged red on the attached "Northampton Plan" attached to these Particulars of Claim.

The Campaigns

5. "Just Stop Oil" describes itself as a coalition of groups working together to ensure the Government commits to halting fossil fuel licensing and production. It demands that the Government immediately halts all future licensing and consents for the exploration, development and production of fossil fuels in the UK.
6. "Extinction Rebellion" is also an environmental group that campaigns and takes direct action against the use of fossil fuel.
7. There is a real and substantial risk of imminent acts of trespass and nuisance at the Sites and on private access roads adjacent to the Stanlow Terminal and Refinery by persons acting in connection with the Just Stop Oil or Extinction Rebellion campaigns.
8. In particular, the risks arise from the following:
 - 8.1 Since March 2022, these groups have organised high-profile direct action against the future licensing and production of fossil fuels.
 - 8.2 Throughout April 2022, these groups have taken responsibility for multiple incidents of direct action taking place at oil refineries and terminal facilities in England. This direct action has involved blockading oil facilities and access ways, trespassing onto such land and underground by way of tunneling, climbing and locking-on to oil storage tankers and other equipment.
 - 8.3 These groups have released various public statements supporting the direct action and referring to plans to continue carrying out the direct action for the foreseeable future.
 - 8.4 In relation to Stanlow Terminal and Refinery specifically, the First Claimant has previously received intelligence suggesting that Just Stop Oil may be planning direct action at or in the vicinity.

- 8.5 The area in and around Kingsbury Terminal (jointly owned and operated by Essar Midlands Ltd, a wholly-owned subsidiary of the First Claimant but not the subject of this claim, and Shell UK Limited) has been the subject of extensive direct action by individuals connected with these groups.
- 8.6 On 19 April 2022, Just Stop Oil announced a pause in its direct action. It stated that the pause would last until 25 April 2022, after which time its “*campaign of civil resistance*” would “*escalate*” if the Government did not “*immediately halt all future licensing and consents for the exploration, development and production of fossil fuels in the UK*”. The Government did not comply with this ultimatum.

Relief sought

9. Unless restrained by the Court, the Claimants believe that the Defendants will commit further acts of trespass and/or nuisance as referred to above.
10. As a result, the Claimants seek the following relief:
- 10.1 An injunction forbidding the First Defendants from entering or remaining upon the area of the Stanlow Terminal and Refinery edged red on the Stanlow Plan (save for those areas hatched blue and orange) without the consent of the First Claimant.
- 10.2 An injunction forbidding the Second Defendants from obstructing or otherwise interfering with the First Claimant’s access at the Stanlow Terminal and Refinery over and along the road section marked yellow on the Stanlow Plan.
- 10.3 An injunction forbidding the Third Defendants from obstructing the vehicular entrances and exits at the Stanlow Terminal and Refinery at “A”, “B” and “C” on the Stanlow Plan.
- 10.4 An injunction forbidding the Fourth Defendants from entering or remaining upon those parts of the Stanlow Terminal and Refinery hatched blue on the Stanlow Plan without the consent of the Second Claimant.

- 10.5 An injunction forbidding the Fourth Defendants from entering or remaining without the Second Claimant's consent upon Tranmere Oil Terminal as shown edged blue on the Tranmere Plan.
- 10.6 An injunction forbidding the Fifth Defendants from obstructing the vehicular entrances and exits to Tranmere Oil Terminal, shown marked "A" on the Tranmere Plan.
- 10.7 An injunction forbidding the Sixth Defendants from entering or remaining without the Third Claimant's consent upon Northampton Terminal, as shown edged red on the Northampton Plan (save for the areas edged blue).
- 10.8 An injunction forbidding the Seventh Defendants from obstructing the vehicular entrances and exits to Northampton Terminal, shown marked "A" on the Northampton Plan.

AND THE FIRST CLAIMANT CLAIMS

- (1) An order that until 19 April 2024:
 - (a) The First Defendants must not enter or remain without the First Claimant's consent upon Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB as shown for identification edged red on the Stanlow Plan (save for the areas hatched blue and orange).
 - (b) The Second Defendants must not obstruct or otherwise interfere with the First Claimant's access at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB over and along the road section marked yellow on the Stanlow Plan.
 - (c) The Third Defendants must not obstruct the vehicular entrances and exits to Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB, shown marked "A", "B" and "C" on the Stanlow Plan.
- (2) Costs
- (3) Further and/or other relief

AND THE SECOND CLAIMANT CLAIMS

- (1) An order that until 19 April 2024:
 - (a) The Fourth Defendants must not enter or remain without the Second Claimant's consent upon those parts of Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB as shown for identification hatched blue on the Stanlow Plan.
 - (b) The Fourth Defendants must not enter or remain without the Second Claimant's consent upon Tranmere Oil Terminal, St Pauls Road, Birkenhead, CH42 1LQ, as shown edged blue on the Tranmere Plan.
 - (c) The Fifth Defendants must not obstruct the vehicular entrances and exits to Tranmere Oil Terminal, St Pauls Road, Birkenhead, CH42 1LQ, shown marked "A" on the Tranmere Plan.
- (2) Costs
- (3) Further and/or other relief

AND THE THIRD CLAIMANT CLAIMS

- (1) An order that until 19 April 2024:
 - (a) The Sixth Defendants must not enter or remain without the Third Claimant's consent upon Northampton Terminal, 25 St James' Mill Road, Northampton, NN5 5JN, as shown edged red on the Northampton Plan (save for the areas edged blue).
 - (b) The Seventh Defendants must not obstruct the vehicular entrances and exits to Northampton Terminal, 25 St James' Mill Road, Northampton, NN5 5JN, shown marked "A" on the Northampton Plan.
- (2) Costs
- (3) Further and/or other relief

STATEMENT OF TRUTH

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

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

Full name: David Christopher Holland
Name of solicitor's firm: Squire Patton Boggs (UK) LLP
Position or office held: Partner



Signed

Claimant's Solicitor

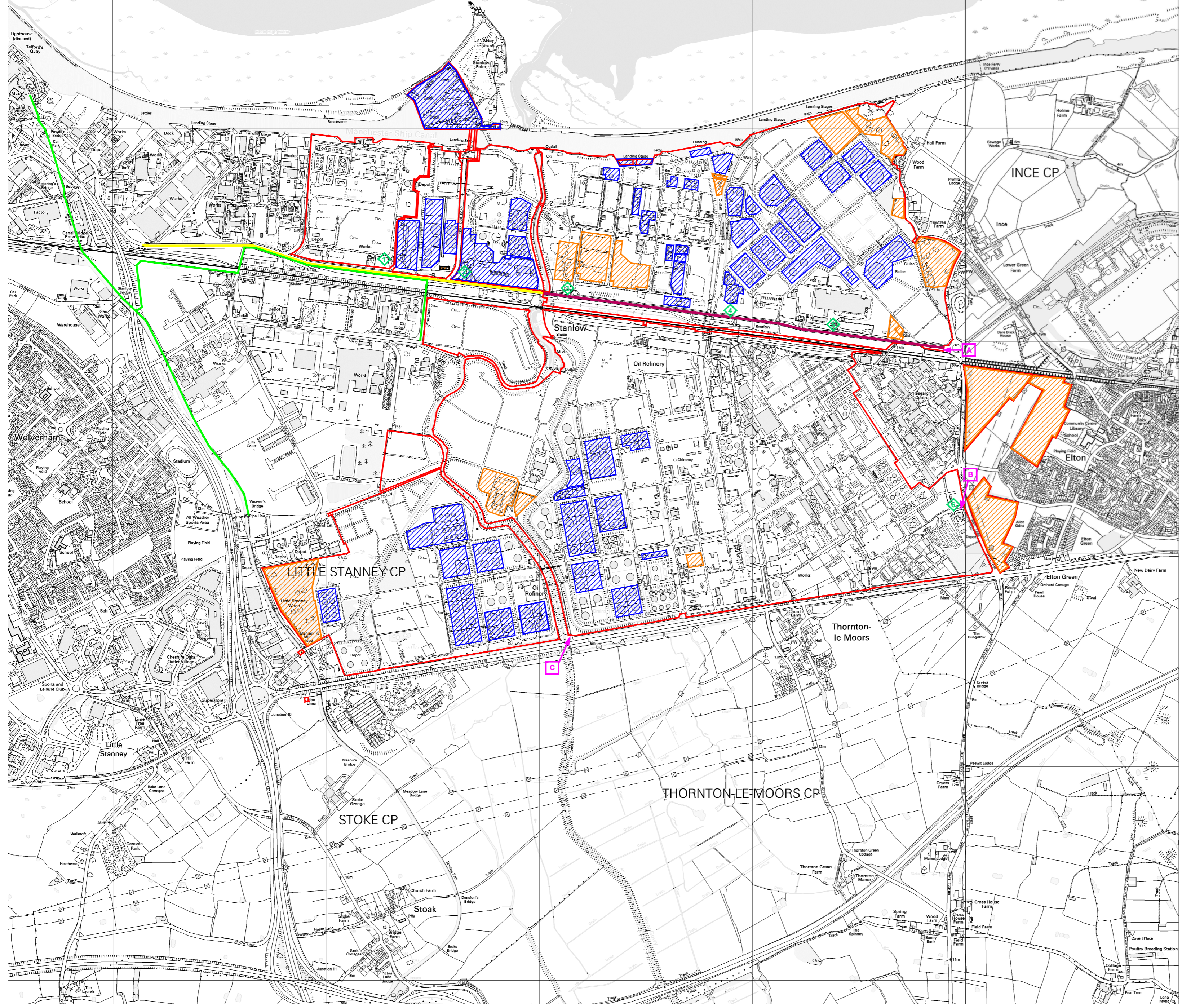
Dated: 5 May 2022





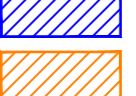



Stanlow Plan

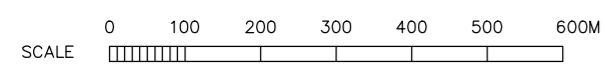


ELLESMERE PORT

ORDNANCE SURVEY MAPS WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICES, © CROWN COPYRIGHT. ORDNANCE SURVEY MAP SHEETS SJ47NW, NE, SE & SW HAVE BEEN USED TO CREATE THIS DRAWING



- KEY**
-  Oil Sites Road - Essar Owned
 -  Oil Sites Road - Peel Owned (Scale Approx)
 -  Extent of Essar Freehold & Leasehold Interests
 -  Public rights of way
 -  Essar land leased to Stanlow Terminals Limited
 -  Essar land leased to Third Parties
 -  Stanlow Refinery Gates
 -  Stanlow Refinery Road Access Point



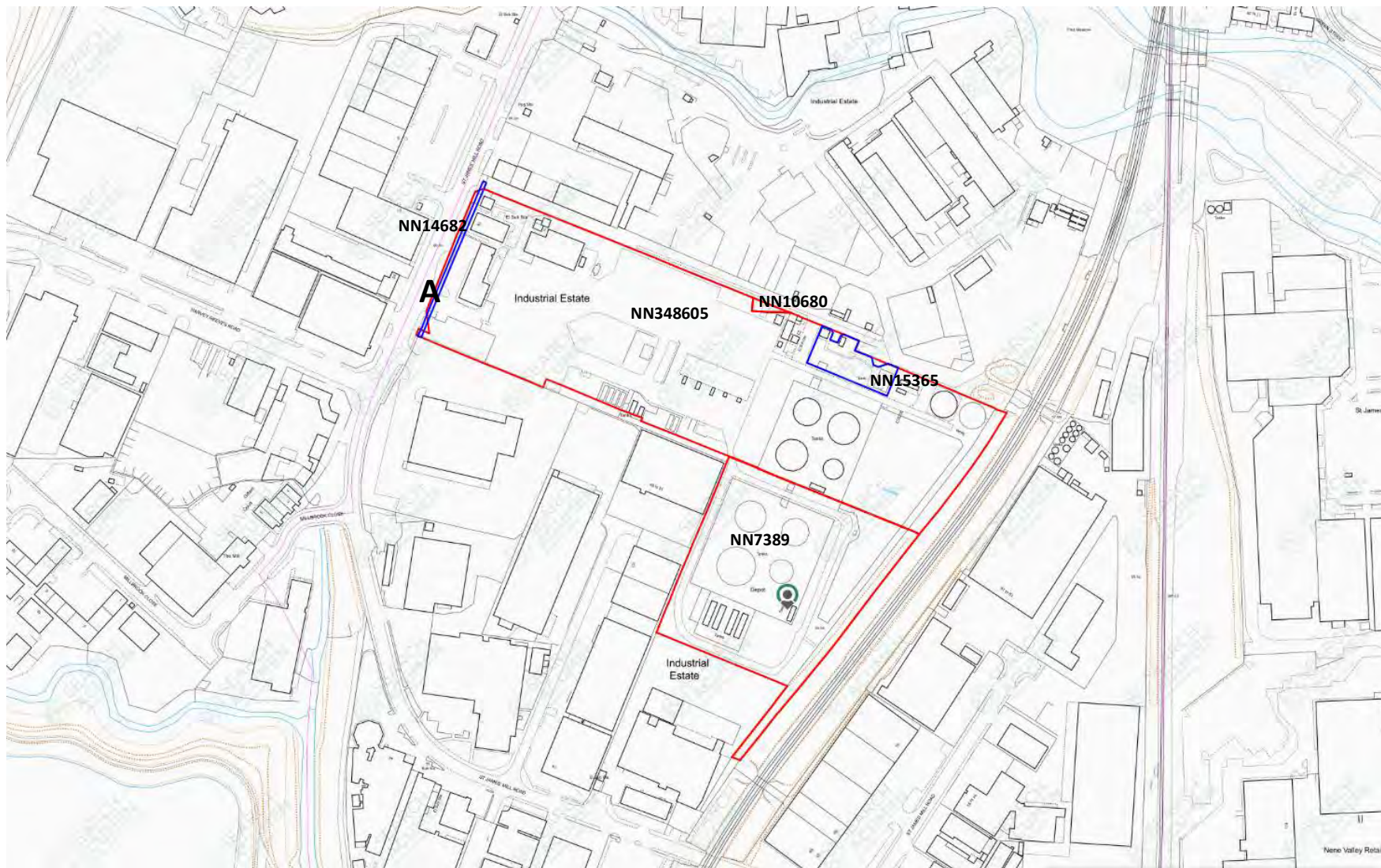
Title: STANLOW PLAN
Drawing No. 00878835 Revision 0
Issue Date: April 2022
Drawn: Allister Clark

Tranmere Plan

**Sublease
Title Number: MS680708**



Northampton Plan



On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH2
Made on: 9 May 2022

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2022-00326**

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'**

- (2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'**

- (3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'**
- (4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'**
- (5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**
- (6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**
- (7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON**

**NN5 5JN SHOWN MARKED WITH AN “A” ON THE
ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

**SECOND WITNESS STATEMENT OF DAVID CHRISTOPHER
HOLLAND**

I, **DAVID CHRISTOPHER HOLLAND**, of Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP will say:-

- 1 I am the Partner who has conduct over this matter at Squire Patton Boggs (UK) LLP and I confirm that I am duly authorised to make this Witness Statement on behalf of Essar and its subsidiaries in this claim.
- 2 I make this statement in support of the application for continued interim relief as granted in the Court’s Order dated 21 April 2022 (the “**Application**”).
- 3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 4 There is now produced and shown to me a paginated bundle of true copy documents marked “**DCH2**”. All references to documents in this statement are to **Exhibit DCH2** unless otherwise stated.
- 5 For the purposes of this statement, unless otherwise stated, I have adopted the defined terms in the Witness Statement of Jonathan Peter Barden dated 19 April 2022 for consistency and ease of reference.

Service of Additional Documents

- 6 I can confirm that, in advance of the return hearing listed for 11 May 2022, the Claimants have served the sealed Application Notice (which contains notice of the return date hearing), the Particulars of Claim and the Witness Statement of David Christopher Holland dated 5 May 2022 (“the Additional Documents”) on the Defendants by the following methods of service:
- 6.1 Added copies of the Additional Documents to the clear transparent sealed containers located at the Stanlow Refinery, Tranmere Terminal and Northampton Terminal on 6 May 2022.
- 6.2 Posted copies of the Additional Documents at www.essaroil.co.uk under the heading “Legal Proceedings” (the “Website”) on 5 May 2022.
- 6.3 E-mailed the following e-mail addresses with the information that copies of the Additional Documents may be viewed at the Website: juststopoil@protonmail.com; enquiries@extinctionrebellion.uk; xr-legal@riseup.net; XRMidlands@protonmail.com; and support@xrnorth.org as follows:
- 6.3.1 I confirm that on 5 May 2022, our firm sent a Securedocs link containing copies of the Additional Documents to the recipients listed above. The covering e-mails also confirmed that the matter was to be heard, by way of return date, in the Interim Applications Court on Wednesday 11 May 2022 before Mr Justice Adam Johnson. Further, the hearing of the application would be in person in Court 10 at the Rolls Building in London, not before 10.30am. I refer to copies of these e-mails appended at pages 1-5 of **DCH2**.
- 6.4 We have taken the above steps to provide notice of the return hearing to the Defendants and to serve copies of the Additional Documents on the Defendants.

Statement of Truth

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

Signed:



Dated: 9 May 2022

David Christopher Holland

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH2
Made on: 9 May 2022

CLAIM NO PT-2022-000326

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND
AND WALES
PROPERTY TRUSTS AND PROBATE LIST
BETWEEN:**

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS
LIMITED**
- (3) INFRANORTH 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
FIRST CLAIMANT'S CONSENT,
ON THE FIRST CLAIMANT'S
LAND AT STANLOW
MANUFACTURING COMPLEX,
ELLESMERE PORT, CH65 4HB
SHOWN EDGED RED (SAVE
FOR THE AREAS HATCHED
BLUE AND ORANGE) ON THE
ATTACHED 'STANLOW PLAN'**

**(2) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN
OBSTRUCT OR OTHERWISE
INTERFERE WITH THE FIRST
CLAIMANT'S ACCESS OVER
AND ALONG THE ROAD
SECTION SHOWN SHADED**

**YELLOW ON THE ATTACHED
'STANLOW PLAN'**

**(3) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB, WHICH ARE SHOWN
MARKED "A", "B" and "C" ON
THE ATTACHED 'STANLOW
PLAN'**

**(4) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER
OR REMAIN, WITHOUT THE
SECOND CLAIMANT'S
CONSENT, ON THE SECOND
CLAIMANT'S LAND AT (A)
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB SHOWN HATCHED
BLUE ON THE ATTACHED
'STANLOW PLAN' (B)
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
WHICH IS SHOWN MARKED "A"
ON THE 'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER**

**OR REMAIN, WITHOUT THE
THIRD CLAIMANT'S CONSENT,
ON THE THIRD CLAIMANT'S
LAND AT NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN EDGED RED (SAVE
FOR THE AREAS EDGED BLUE)
ON THE ATTACHED
'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCES OR EXITS TO
NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN MARKED WITH AN
"A" ON THE ATTACHED
'NORTHAMPTON PLAN'**

Defendants

**SECOND WITNESS STATEMENT OF DAVID
CHRISTOPHER HOLLAND**

**Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
Tel: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001
Ref: DH4/ESS.36-23**

Solicitors for the Claimants

From: securedocs@squirepb.com
Sent: 05 May 2022 15:30
To: juststopoil@protonmail.com
Cc: Holland, David
Subject: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited and (3) Infranorth Limited - v- Persons Unknown - Injunction Documents - Return Date Hearing on Wednesday 11 May



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Access files

Dear Sirs/Madams

We write on behalf of Essar Oil (UK) Ltd, Stanlow Terminals Limited and Infranorth Ltd in relation to the above proceedings.

Please note that the matter is to be heard, by way of return date, in the Interim Applications Court on **Wednesday 11 May 2022** before Mr Justice Adam Johnson. The hearing of this application will be in person in Court 10 at the Rolls Building in London, not before 10.30am.

Further to the injunction application that was heard by Mrs Justice Bacon DBE on 21 April 2022, and in accordance with the Order dated 21 April 2022, please find enclosed, by way of service, the following documents:

1. Witness Statement of David Holland dated 5 May 2022;
2. Particulars of Claim dated 5 May 2022; and
3. Sealed Application Notice.

Should you have any queries in relation to these proceedings, please contact David Holland on 07921 600 141 or by e-mail at david.holland@squirepb.com.

Yours faithfully

Squire Patton Boggs (UK) LLP

File links expire: Jun 04, 2022

Secured by **Kiteworks**



3 PDFs

Endorsed Return Date Application Notice (Signed).pdf, Final Particulars of Claim - 05.05.22.pdf, Final Witness Statement of David Holland - 05.05.22.pdf

From: securedocs@squirepb.com
Sent: 05 May 2022 15:33
To: support@xrnorth.org; enquiries@extinctionrebellion.uk;
xrmidlands@protonmail.com; xr-legal@riseup.net
Cc: Holland, David
Subject: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited v
Persons Unknown - Injunction Documents - Return Date Hearing on Wednesday 11
May



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disclose the contents of this message or any attachment to any other person.

Access files

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Yours faithfully

Squire Patton Boggs (UK) LLP

File links expire: Jun 04, 2022

Secured by **Kiteworks**



3 PDFs

Endorsed Return Date Application Notice (Signed).pdf, Final Particulars of Claim - 05.05.22.pdf, Final Witness Statement of David Holland - 05.05.22.pdf

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH3
Made on: 10 May 2022

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2022-00326**

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'**
- (2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'**

- (3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'**
- (4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'**
- (5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**
- (6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**
- (7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON**

**NN5 5JN SHOWN MARKED WITH AN “A” ON THE
ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

THIRD WITNESS STATEMENT OF DAVID CHRISTOPHER HOLLAND

I, **DAVID CHRISTOPHER HOLLAND**, of Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP will say:-

- 1 I am the Partner who has conduct over this matter at Squire Patton Boggs (UK) LLP and I confirm that I am duly authorised to make this Witness Statement on behalf of Essar and its subsidiaries in this claim.
- 2 I make this statement in support of the application for continued interim relief as granted in the Court’s Order dated 21 April 2022 (the “Application”) and in addition to my First Witness Statement dated 5 May 2022 and Second Witness Statement dated 9 May 2022.
- 3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 4 There is now produced and shown to me a paginated bundle of true copy documents marked “**DCH3**”. All references to documents in this statement are to **Exhibit DCH3** unless otherwise stated.

Continued Threat of Direct Action

- 5 As set out in my First Witness Statement, since the date of the Order, Just Stop Oil have continued to undertake protests at various oil refinery and

terminal facilities in England and Scotland, including undertaking direct action at a number of sites.

6 Since the date of my First Witness Statement we have continued to monitor the activities of both Just Stop Oil and Extinction Rebellion, including reviewing relevant media reports and social media posts.

7 I refer to various media reports and social media posts dated 5 May 2022, 6 May 2022, 7 May 2022, 8 May 2022, 9 May 2022 and 10 May 2022 that evidence further protestor action that has taken place (at the Nustar Clydebank facility in West Dumbartonshire, in Glasgow City Centre and Kingsbury Terminal) and the threat of direct action, which are exhibited at pages 1 – 14 of **DCH3**.

8 Having regard to the enclosed media articles and social media posts it is evident that the threat of protest and related direct action from Just Stop Oil and its supporters, including Extinction Rebellion, at oil facilities in the United Kingdom is continuing and there is no evidence of any intention from such groups to cease these activities.

9 In the circumstances, I believe that the Claimants' Application for continuing relief is reasonably necessary to provide protection from direct action to each of the Claimants' sites.

10 **Service of Additional Documents**

11 I can confirm that, in advance of the return hearing listed for 11 May 2022, the Claimants will be served with a copy of this witness statement and the documents enclosed at Exhibit DCH3 ("the Additional Documents") on the Defendants by the following methods of service:

11.1 Adding copies of the Additional Documents to the clear transparent sealed containers located at the Stanlow Refinery, Tranmere Terminal and Northampton Terminal.

11.2 Posting copies of the Additional Documents at www.essaroil.co.uk under the heading "Legal Proceedings" (the "Website").

11.3 E-mailing the following e-mail addresses with the information that copies of the Additional Documents may be viewed at the Website: juststopoil@protonmail.com; enquiries@extinctionrebellion.uk; xr-legal@riseup.net; XRMidlands@protonmail.com; and support@xrnorth.org.

11.4 Sending a Securedocs link providing access to the Additional Documents by email to the Defendants at the above email addresses.

12 By taking the above steps I reasonably believe that copies of the Additional Documents will come to the attention of the Defendants in advance of the hearing.

Statement of Truth

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

Signed:



Dated: 10 May 2022

David Christopher Holland

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH3
Made on: 10 May 2022

CLAIM NO PT-2022-000326

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND
AND WALES
PROPERTY TRUSTS AND PROBATE LIST
BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS
LIMITED
- (3) INFRANORTH 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
FIRST CLAIMANT'S CONSENT,
ON THE FIRST CLAIMANT'S
LAND AT STANLOW
MANUFACTURING COMPLEX,
ELLESMERE PORT, CH65 4HB
SHOWN EDGED RED (SAVE
FOR THE AREAS HATCHED
BLUE AND ORANGE) ON THE
ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN
OBSTRUCT OR OTHERWISE
INTERFERE WITH THE FIRST
CLAIMANT'S ACCESS OVER
AND ALONG THE ROAD
SECTION SHOWN SHADED

1

**YELLOW ON THE ATTACHED
'STANLOW PLAN'**

**(3) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB, WHICH ARE SHOWN
MARKED "A", "B" and "C" ON
THE ATTACHED 'STANLOW
PLAN'**

**(4) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER
OR REMAIN, WITHOUT THE
SECOND CLAIMANT'S
CONSENT, ON THE SECOND
CLAIMANT'S LAND AT (A)
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB SHOWN HATCHED
BLUE ON THE ATTACHED
'STANLOW PLAN' (B)
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
WHICH IS SHOWN MARKED "A"
ON THE 'TRANMERE PLAN'**

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WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER**

OR REMAIN, WITHOUT THE
THIRD CLAIMANT'S CONSENT,
ON THE THIRD CLAIMANT'S
LAND AT NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN EDGED RED (SAVE
FOR THE AREAS EDGED BLUE)
ON THE ATTACHED
'NORTHAMPTON PLAN'

(7) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCES OR EXITS TO
NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN MARKED WITH AN
"A" ON THE ATTACHED
'NORTHAMPTON PLAN'

Defendants

THIRD WITNESS STATEMENT OF DAVID
CHRISTOPHER HOLLAND

Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
Tel: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001
Ref: DH4/ESS.36-23

Solicitors for the Claimants

See all News



'Just Stop Oil' protesters arrested after 60-hour blockade

More than 30 climate activists charged after causing significant disruption at the Nustar Clydebank facility in West Dunbartonshire

By Telegraph Reporters

6 May 2022 • 2:50pm



More than 30 people have been arrested and charged after [climate activists blockaded an oil terminal for around 60 hours.](#)

Just Stop Oil carried out the action at the Nustar Clydebank facility in West Dunbartonshire in support of their demand that the Government ends new oil and gas projects in the UK.

The protest began at about 4am on Tuesday, when activists climbed on top of tankers and locked themselves to the entrance, while others entered the oil terminal, where some sat on pipes and some on silos to halt operations.

Just Stop Oil said the protesters were there for about 60 hours before the action ended on Thursday, which the group believes is the longest occupation of an oil terminal in the UK.



Police Liaison Officers speak to a Just Stop Oil climate activist



Just Stop Oil climate activists block the entrance to the Nustar Clydebank oil terminal in Glasgow | CREDIT: ANDY BUCHANAN /AFP

Police Scotland said 31 people were arrested and charged in connection with a number of offences.

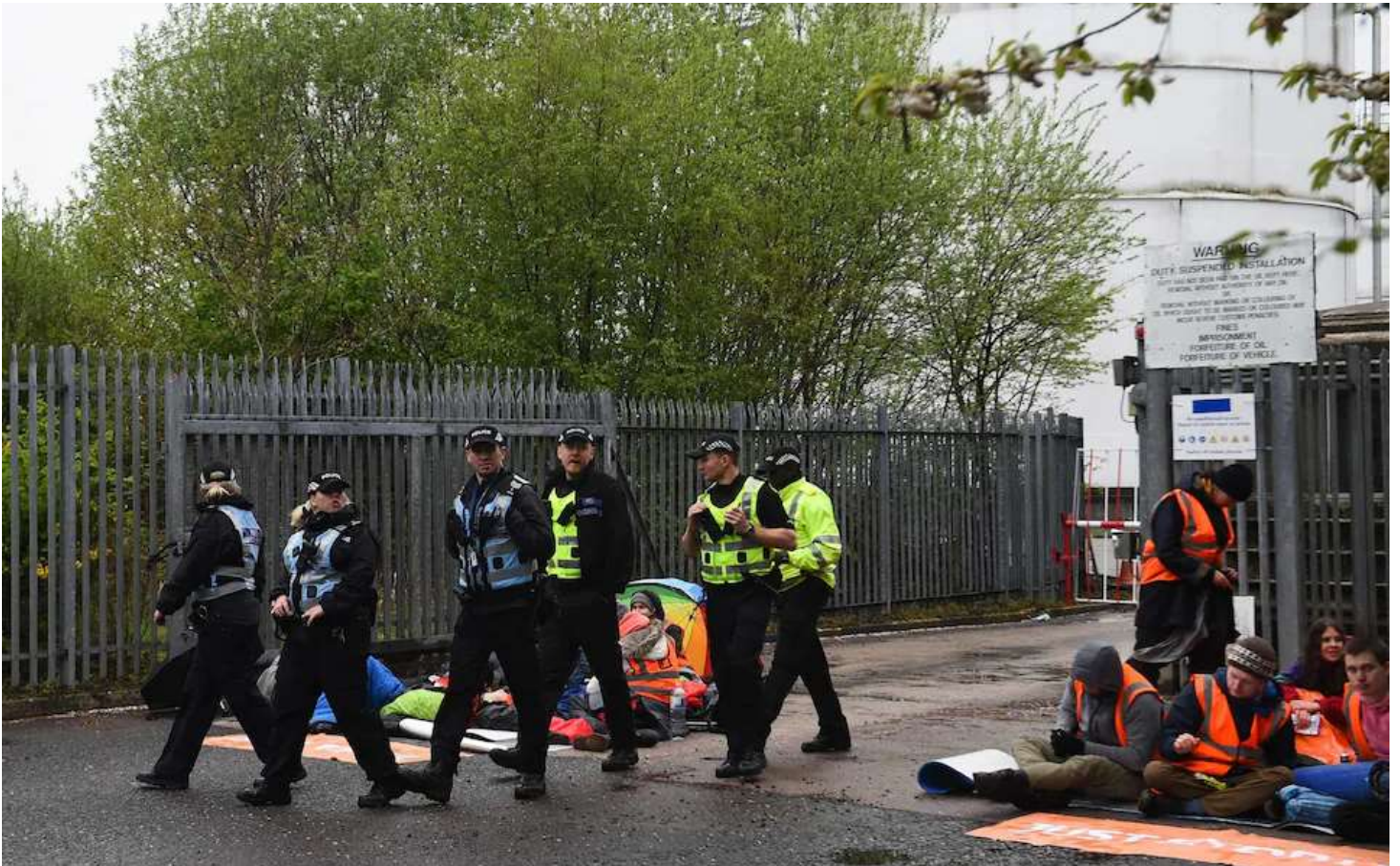
The force said 15 had been charged with breach of the peace and 16 with a contravention of a section of the Criminal Justice and Public Order Act 1994 which relates to trespass, and alleged malicious mischief.

Advertisement



Chief Superintendent Lynn Ratcliff said: "As a rights-based organisation, Police Scotland puts our values of integrity, fairness, respect and a commitment to upholding human rights at the heart of everything we do.

"This means that we will protect the rights of people who wish to peacefully protest or counter-protest, balanced against the rights of the wider community."



Police officers walk past Just Stop Oil climate activists | CREDIT: ANDY BUCHANAN /AFP

Police said the protest ended at 4.05pm on Thursday, and reports will be sent to the procurator fiscal in due course.

It was the first action of its kind in Scotland since the Just Stop Oil coalition began blockading fuel terminals south of the border on April 1, leading to more than 1,000 arrests.

A UK Government spokesman said: "We will not bend to the will of activists who naively want to extinguish North Sea oil and gas production.

"Doing so would put energy security and British jobs at risk, and simply increases foreign imports, whilst not reducing demand.

"We are committed to a strong North Sea industry as we transition away from expensive fossil fuels over the coming decades, and our recent British Energy Security Strategy sets out a long-term plan to ramp up cheap renewables and nuclear energy."

Dispatches from Ukraine

Our award-winning foreign correspondents bring you stories from the front line in Ukraine - by email



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Climate change, Extinction Rebellion, Police Scotland, Scotland, Oil



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Russia cancels flypasts as Victory Day parade turns into damp squib



Watch: Shocking moment Russian ambassador has bucket of red paint thrown in his face



Just Stop Oil protestors block road during city centre march

Sarah Campbell

Sun, 8 May 2022, 4:49 pm · 1-min read



Photos by Suzie Munro

Anti-fossil fuel protestors stopped to block a busy stretch of Sauchiehall Street this afternoon as they marched through the city.

Images shared with the Glasgow Times show a large group of Just Stop Oil activists sitting in the middle of the road at the corner of Sauchiehall Street and Renfield Street.

[READ MORE: Three men accused of abducting a man in Glasgow city centre](#)



TRENDING

The warning signs of bowel cancer you should never ignore following Adele Roberts' diagnosis at 42...



The Independent · 4-min read

Vladimir Putin sparks more health rumours as coughing president covers up with blanket



The Independent · 2-min read

Dennis Waterman dies aged 74 - did you know he has a very famous daughter?



News Shopper · 2-min read

What Putin's body language may tell us - and why the Russian

f The group first gathered at Garnethill Park before marching through the city to George Square stopping to block traffic and pedestrians along the way.



✉ They later dispersed just after 2:30 pm.

This is just the latest in a series of demonstrations that the group has held in and around the city.

READ MORE: [Just Stop Oil protesters blockade Clydebank oil terminal](#)

Last Tuesday, activists gathered at the Nustar Clydebank facility in an attempt to stop oil from leaving the site by sitting on top of pipes.

More than thirty people were arrested as a result of the stunt.



Glasgow Times:

Just Stop Oil describes itself as 'a coalition of groups working together to ensure the Government commits to halting new fossil fuel licensing and production'.

Although a large police presence was in place for the duration of today's protest, it has been described as a 'peaceful event.'





Glasgow Times:



A Police Scotland spokesperson said: "Around 1.15 pm on Sunday, May 8, officers attended a protest march from the Garnethill area of Glasgow to George Square.



"There were no concerns and the group dispersed around 2.40 pm.

"Police Scotland is a rights-based organisation that puts our values of integrity, fairness, respect and a commitment to upholding human rights at the heart of everything we do.

"This means that we will protect the rights of people who wish to peacefully protest or counter-protest, balanced against the rights of the wider community."

Our goal is to create a safe and engaging place for users to connect over interests and passions. In order to improve our community experience, we are temporarily suspending article commenting



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LATEST STORIES



Glasgow Times

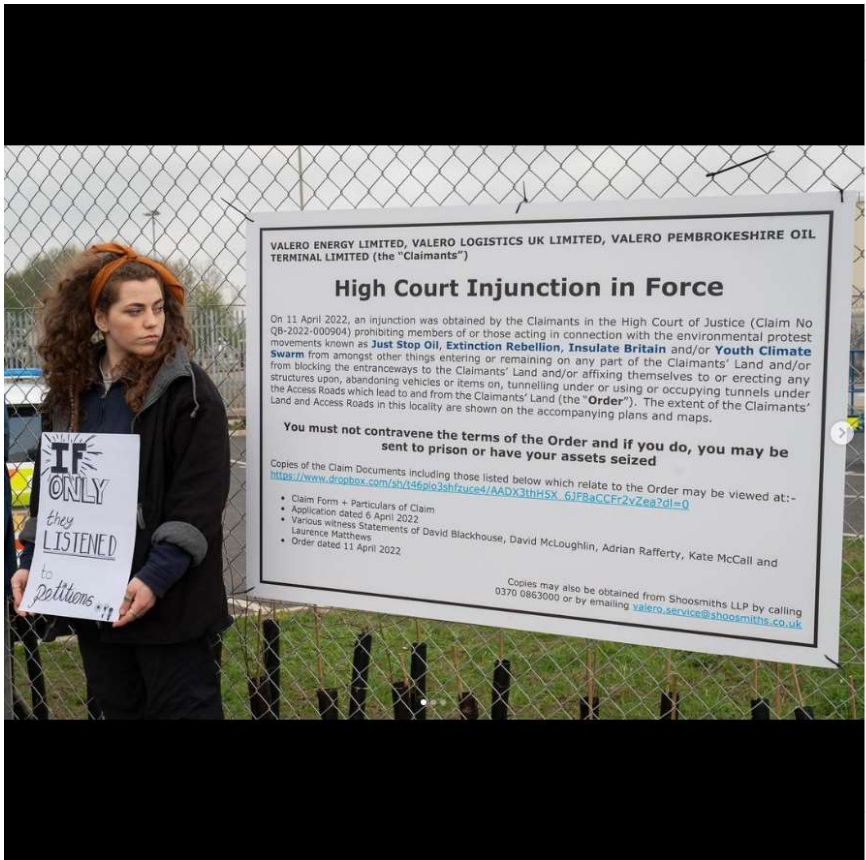
MSP for Shettleston criticised for saying clinics 'push abortion'

AN SNP MSP has drawn criticism for saying clinics "push abortion without laying out the pros and cons".

2 days ago

The Independent

EXPLAINER: How 81-1 shot Rich Strike won the



just.stopoil • Follow

just.stopoil 13 in Court Today

13 supporters of Just Stop Oil will be standing in-front of a judge today.

They will be defending the actions they have taken to shut down fossil fuel infrastructure.

5 of them missed court last week to break an injunction at kingsbury oil terminal.

The price they pay for taking action, for listening to the science and speaking the truth could be years imprisonment or unlimited fines.

Meanwhile 6 supporters remain in prison for their actions. Imprisoned at the hands of a corrupt government who takes out private injunctions to protect their money instead of protecting the lives of young people.

Stand with those imprisoned. Stand in resistance. Join the demonstration.

WHEN: 12.00PM on Saturday 14th May

WHERE: Royal Courts of Justice

1h

marcello.calamandrei ❤️🔥🔥🔥

23m Reply

sandratchinkouais Thank you for fighting for us. 🙏🙏🙏🙏

23m 1 like Reply

102 likes
1 HOUR AGO

Add a comment... Post



just.stopoil • Follow

just.stopoil 53 Hours locked onto pipes - stopping oil at Clydebank oil terminal in Glasgow.

Here is a statement from a 21year old Just Stop Oil supporter after being charged for their actions:

"workers deserve a just transition. If we let the government dictate how and when we ditch oil it'll be like thatcher closing the mines again. We demand nobody is left behind."

"Fossil fuel companies got us in this mess and made trillions off of it, they must pay to get us out of it."

"Many of my friends are in prison right now for standing up in civil resistance. When you lock one of us up, ten will take their place."

We have no future in oil and gas. Continued investment in growing this industry is genocidal and completely profit based. If politicians will not confront this crisis then we citizens have a duty to act, a duty of care to our children and people across the globe.

We must Just Stop Oil.

#NoNewOilAndGas #EndFossilFuels #ActNow #DirectAction #JustStopOil #FuelCrisis #OilCrisis #EnergyCrisis #ClimateCrisis #FuelPoverty #Protest #Solidarity #Resistance #CivilResistance #Resist #ClimateChange #OilDestroys #CivilResistance #JailOilBankers #JailOilCabinet #FundTheAlternative #GreedyPoliticianStoleMyFuture #DownAGoldToilet #CanYouSayRenewableEnergy

1d

page_of_mugs Solidarity from Canada

22h Reply

140 likes
1 DAY AGO

Add a comment... Post




MISCARRIAGE OF JUSTICE

-  **40+ new coal, oil and gas extraction projects in the pipeline**
-  **£235M a week being subsidised to the oil & gas industry**
-  **Cabinet ministers accepting six figure donations from oil traders**
-  **Paying oil companies hundreds of millions of pounds, while they're already making tens of billions**

Fossil fuel companies and this government are the real criminals

 just.stopoil • Follow

 just.stopoil The government is failing to grasp the reality of the climate emergency declared by Parliament in 2019.

We understand it is hard to face up to 'code red warnings' for humanity declared by leading climate scientists.

We know it is easier to falsely believe that life support systems vital for our existence are not being destroyed, as scientists say they are.

We are here to remind the people of the UK and the politicians that govern us that the situation is far worse than predicted.

How many more disasters, how many more deaths, how many more warnings of 'moral and economic madness' will it take for you to see what fossil fuels are doing to our only home?


We must act now.

#NoNewOilAndGas #EndFossilFuels #ActNow #DirectAction #JustStopOil #FuelCrisis #OilCrisis #EnergyCrisis #ClimateCrisis #FuelPoverty #Protest #Solidarity #Resistance #CivilResistance #Resist #ClimateChange #OilDestroys #CivilResistance #JailOilBankers #JailOilCabinet #FundTheAlternative #GreedyPoliticianStoleMyFuture #DownAGoldToilet #CanYouSayRenewableEnergy

2d

 s.savane.s facts

1d Reply

 stephen.peachey.5074 This fossil fuel more clean oil lot cleaning

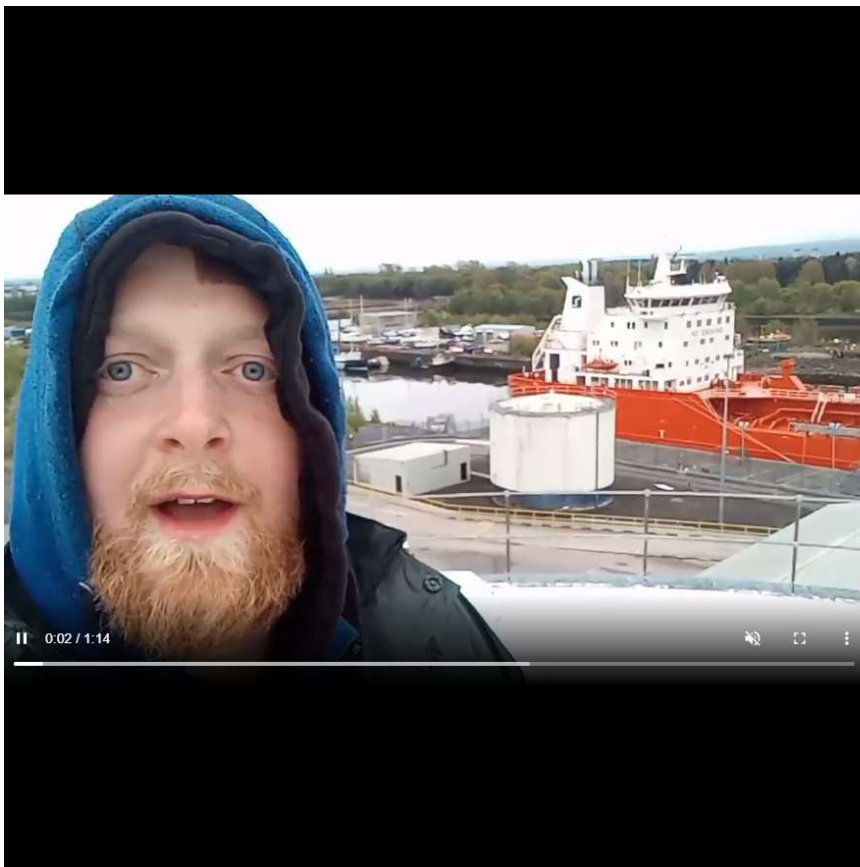
7d Reply

166 likes

2 DAYS AGO

 Add a comment... Post



0:02 / 1:14

 just.stopoil • Follow

 just.stopoil 60 Hours SHUTTING DOWN OIL!!

Yesterday 40 supporters of Just Stop Oil finished occupation of Nustar oil terminal in Scotland.

These people have faced up to the oil crisis. Oil is destroying earths life support systems. Oil is creating insane profits for the elites. Oil is at the center of the cost of living crisis.

Democracy is failing us - Our government either don't understand, or don't care. Civil resistance demands they take notice.

How can politians allow oil companies to rake in more money than ever whilst people suffer from a crisis in Oil and gas prices.

#NoNewOilAndGas #EndFossilFuels #ActNow #DirectAction #JustStopOil #FuelCrisis #OilCrisis #FuckBorris #ClimateCrisis #FuelPoverty #Protest #Solidarity #Resistance #CiviResistance #Resist #ClimateChange

3d


 _btn161 Bloody heroes ❤️❤️❤️

3d 8 likes Reply

 laura_joy_ Thank you 🙏❤️🙏🙏❤️

3d 5 likes Reply

— View replies (1)

 laura_joy_ "you carry with you the thanks and prayers of all future generations" 🙏🙏🙏

1,293 views

3 DAYS AGO

 Add a comment... Post



just.stopoil • Follow

just.stopoil A group of 11 Just Stop Oil supporters were arrested yesterday for standing peacefully outside the Kingsbury Oil Terminal holding placards in breach of an injunction granted to North Warwickshire Borough Council on 14th April.

Of the 11, eight had been summoned for a full committal hearing at Birmingham County Court for previously breaking the injunction, and 3 have a bail hearing at the court. All chose instead, to not attend court and to travel to Kingsbury breaking the private injunction again.

The injunction gives sweeping powers of arrest to the authorities and appears designed to help the state protect the oil industry by effectively outlawing any protest activity near the Kingsbury Terminal, the largest inland oil storage depot in the country.

All 11 were arrested and will be held in prison until their court case has been adjourned until Tuesday 10th May.

By failing to turn up for court, they are risking a charge of contempt of court on top of the prospect of unlimited fines and a prison sentence of up to two years.

More updates to follow.

#juststopoil

4d

jay_lineberry #thankyou
4d 1 like Reply

field_folk Bless you for doing this ❤️

300 likes

4 DAYS AGO

Add a comment... Post



just.stopoil • Follow

just.stopoil 36 HOURS IN

Young people remain in the pipe work at Nustar oil terminal, blocking all oil the site. Their demand is simple: NO NEW UK OIL.

This action comes against the backdrop of the Government's recent energy strategy which failed to outline how it will ensure no-one is left behind in the coming transition to a zero-carbon economy, and failed to provide a route to widespread insulation which would protect the people of Scotland from the misery of cold homes in the face of ever increasing fossil fuel costs.

The rationale behind Just Stop Oil's demand for no new oil and gas is backed up by the United Nations and the International Energy Agency. Meanwhile, the government is pushing forward with new oil and gas fields including Jackdaw and Cambo and plans a new Autumn licensing round. Maximising economic extraction while also claiming to have a zero-carbon strategy is leaving the country at the mercy of eye-watering energy costs and is "moral and economic madness."

Share this post. Get involved. Donate. Sign up. It's 2022 we need you now. Don't be a bystander-together we can make change!

#juststopoil

5d

fossilfreelondon 🍌🍌🍌🍌🍌
4d Reply

youngblooms Is the government talking to you or are being just being arrested?
4d 1 like Reply

319 likes

5 DAYS AGO

Add a comment... Post



Explore

Settings



JustStopOil

1,188 Tweets

Follow

If you think you can live the way you have always lived, you are wrong. If you think your kids will have a life like yours, you are wrong. If you thin...

4

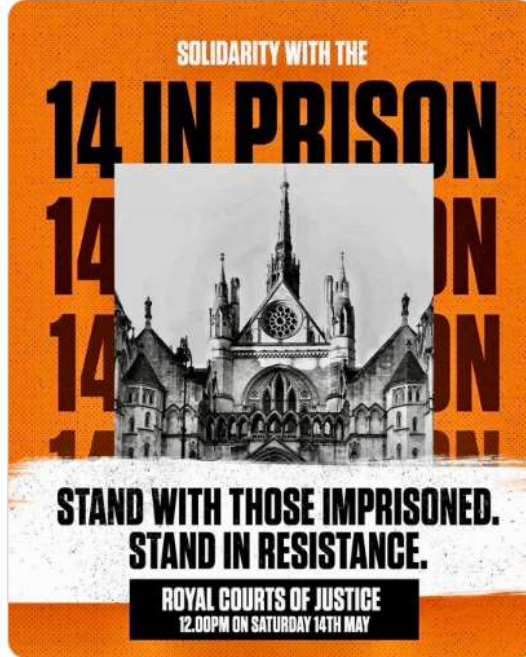
120

216



JustStopOil @JustStop_Oil · May 9

See you at MIDDAY, SAT 14th MAY outside the Royal Courts of Justice.



22

89

190



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JustStopOil

1,188 Tweets

Follow

Earth's CO2 hits highest recorded level in human history

Unprecedented level comes as greenhouse gas emissions continue around the world

32

329

662



JustStopOil Retweeted



Rebecca Kowalski @RebeccaKowals12 · May 8

I sat in the road with the young people of @JustStop_Oil today. I am in awe of their willingness to put everything on the line for everyone else. In Hannah's words, being on the right side of history sometimes means more than being on the right side of the law.



34

371

1,252





Explore

⚙ Settings

← **JustStopOil** 1,188 Tweets Follow

5 7 42

[Show this thread](#)

JustStopOil @JustStop_Oil · May 7 ⋮

🌱 We celebrate a record-breaking, history-making act of defiance, a 60 hour Oil Terminal occupation at Nustar, Clydebank, Glasgow last week 🙌

Come and stand in love and solidarity with our 31 friends and comrades who faced charges for stepping up and taking action

2 6 41

[Show this thread](#)

JustStopOil @JustStop_Oil · May 7 ⋮

12.30 - Let's gather and hear talks by youth and ex-oil and gas workers
1.15 - March through Glasgow
2.00 - Land in St Georges Square
2.15 - Break-out groups

The only option now is mass action

2 3 15

[Show this thread](#)



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⚙ Settings

← **JustStopOil** 1,188 Tweets Follow

JustStopOil @JustStop_Oil · May 7 ⋮

The system is working against us 🚧 The avenues and people we assume are there to help and serve us, are failing us 🙌 We face injustice, lies, inaction, & we face the collapse of the liveable 🌍

Time to Step up

Sunday 8th May
12.30pm
Garnethill Park
Glasgow

8 42 131

[Show this thread](#)



Explore

⚙ Settings



JustStopOil

1,188 Tweets

Follow



JustStopOil @JustStop_Oil · May 6

14 in prison for demanding liveable planet

11 #JustStopOil supporters on remand for standing on a grass verge at Kingsbury Oil Depot and holding hand made placards

They join 3 #InsulateBritain supporters currently serving prison terms

[@InsulateLove](#) [@XR RebellionUK](#) [@ClimateHuman](#)



💬 66

↻ 449

❤ 817



[Show this thread](#)

Interim Injunction Hearing
21.04.22
10:30 – 16:10
Before Mrs Judge Bacon
Attendees: KHQC, YV, DH, KB

IN THE HIGH COURT OF JUSTICE

Claim No: PT-2022-000326

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

B E T W E E N:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD,

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**BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED
'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL
CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO
TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS
SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR
REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES
MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR
THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO
NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD,
NORTHAMPTON NN5 5JN SHOWN MARKED WITH AN "A" ON THE
ATTACHED 'NORTHAMPTON PLAN'**

Defendants

KHQC – thank you for hearing this in such short notice. Persons Unknown case – usher to call case outside the Court room, in case there is anyone outside waiting to come in. None of the D's came in.

KHQC – currently, Court being asked to grant injunctions of this type today. Mr Peter Knox sitting as deputy and others involved in QBD. Strange jurisdiction with it being Persons Unknown.

Judge – read skeleton argument, witness statement of Mr Barden, had close look at Order and have some comments on that.

KHQC – take matters in stages with reference to skeleton. Need to discuss issues on title. Need to discuss why the Ds are described in this way and need to discuss the sites.

Judge – If Ds comply with Order, then they won't be subject to it. If Order is engaged, then there wouldn't be any Ds as there wouldn't be any people entering the sites. Might be simpler to refer to Ds as Persons Unknown in connection with Extinction Rebellion and Just Stop Oil campaign.

KHQC – agree, but guidance states we have to be precise in relation to the body of people.

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Judge – persons not carrying out trespass currently. If Order only bites when they do act when it is prohibited, there is going to be no one complying with it by definition.

KHQC – Courts don't like subjective matters in the heading/title. Need specificity in relation to precise act they are trying to injunct.

Judge – concerned that by defining Ds in title of Order as person who has done that act, there is no one who is prohibited before they do the act.

KHQC – this is the only way the Court says to address it.

Judge - Mr Justice Nicklin case – addressed to persons unknown and other named defendants. Order of Court of Appeal – 13 Jan 2022. Was that in a form which is now no longer sufficient?

KHQC – not a protest case. Various statutory provisions. E.g. possession claim allows you to refer to Persons Unknown and not specifics.

Judge – Mrs Justice Falk in Feb 2021 – Order states Persons Unknown only. KHQC hands copies of Orders made in last few days up to the Judge.

Judge – shouldn't do it in this case if it is the incorrect way to do it.

Sites

KHQC - 3 sites referred to. Turn to page 570. Overhead images of Stanlow Oil Refinery. Page 651 shows Tranmere site. Page 659 shows photo of Northampton Terminal.

Reason why there are 7 Ds – first 3 Ds relate to Stanlow refinery. This is sought to protect trespass over private road and private access to highway. Ds 4 & 5 – rights of second claimant. D 4 protects leasehold property at Stanlow and ownership at Tranmere. D 5 – access to highway. Ds 6 & 7 relate to 3rd claimant's rights at Northampton.

Judge – easier to define D's by reference to 'those who in connection to XR and JSO campaign are involved in acts specified in schedule 1 of this Order'.

KHQC – done is this way as we can establish sites from one claimant to another claimant. We have 3 separate sites and 3 separate claimants. Infranorth case at Northampton could be a separate proceeding in its own right. Stanlow Terminals Limited and Essar are linked together because, at Stanlow, each own freehold and leasehold title.

Judge – schedule would make sense. Number 1 in schedule could be: entering or remaining on land without consent on first claimant's land, interfering with first claimant's access etc. as drafted, the Order is extremely clunky and hard to read.

KHQC – one of issues in case law is needing to be specific.

Judge – injunction should simply refer to the Ds. Much clearer and simpler.

KHQC – will reflect on suggestion.

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Judge – injunctions are defined by reference to each site. Para 1 – D shall not, without consent of first C, enter or remain on C's land. Orders often made against Ds who might not be doing all of the acts in the Order. Is it not possible to injunct the Ds in general?

KHQC – understand the need for simplicity.

Judge – if not permitted by case law, we will have to do it this way. Just trying to make it simpler.

Title issues

KHQC – have to prove trespass.

KHQC – Page 26 – Stanlow plan.

Judge – skeleton argument sets out title to various sites.

KHQC – Stanlow plan. Blue hatched land belongs to second C, orange is leased to third parties, and there is a private road called OSR. One half is included on title. Yellow section belongs to someone else but we have right of way. Specific entrances are at A, B and C. Judge highlighted these.

KHQC – end of yellow road doesn't join highway. Our injunction doesn't extend beyond that. Not specific access point. Yellow ownership ends here, which is why it is A, B and C, which are access points.

Judge – because those fall within your land? KHQC – yes, where highway is directly adjacent to our land.

KHQC – Page 27 for Tranmere plan. Judge – A marked which is adjacent. First C is a freeholder of site and owns bigger area than what is leased. Second C has right of occupation. Leasehold ownership is shown by blue edging.

Page 28 – Northampton plan – site edged in red and one point of access. 3rd C is freeholder.

Judge – position re Stanlow and Tranmere is more complicated. But straightforward.

KHQC – para 11 on page 36 (W/S of Barden) – reasoning behind the above. This is summary of detail behind simple position in relation to the sites. We have title nos. listed and identities of registered proprietors. Occupies majority of exhibit. Page numbers if you want to see them
Judge – No.

Judge – as I understand, Stanlow is a refinery. Northampton and Tranmere are terminals.
KHQC – correct. Stanlow is used for storage and main admin office. Judge noted.

Risk issue

KHQC – threats to site. Appreciate from detail of evidence re nature of campaign that it is specifically directed at oil storage. Major theme is blocking accessway. Start of that nature of sites renders them within target of the campaign. Critical sites and info in W/S. Designated as top tier site under COMAH Regulations. Can see how many terminals are being affected and arrests are being made. Indicates level of risk.

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KHQC – There has not yet been any direct action. Does not undermine level of risk. Nothing to indicate that this campaign is directly targeted at Cs' sites. Nothing is case law which states you have to have had an incident before you get pre-emptive relief.

There is, however, specific evidence in relation to one of sites. Intelligence received re action at Stanlow site referred to in W/S.

Kingsbury Oil Terminal – jointly owned with one of first claimants with another company. Very substantial evidence to serious no. of arrests and level of disruption at Kingsbury which has resulted in a number of Orders to date.

Also have evidence about risks of direct action. Important sites in terms of danger manifested by high degree of radiation. Real risk of persons involved being exposed to dangerous substances. Similar risk in relation to employees and those visiting sites.

Beyond that, there is the level of commitment in terms of security. Financial impact is huge as set out in W/S.

Judge – multi-million pounds per day?

KHQC – page 67 of bundle. Para 113.

KHQC – will have impact on regions as logistical effects. E.g. Stanlow site would result in outages across region extending from Carlisle, York, Doncaster.

Judge – even if one of sites is closed, there would be serious consequences to all terminals.

KHQC – this is a summary of evidence and various respects in which consequences flow from risk.

Applicable law

KHQC – trespass means that I have to show title and a threat of entry without consent. Nuisance is an act of omission with an interference or annoyance of ownership or right used in connection with land.

Judge – what distinction do you draw between the two? Is there a complete overlap?

KHQC – the injunctions that seek to prevent entry without consent, obvious cause of action is trespass. Doing anything on land will be act of trespass. Nuisance – if anyone blocks right of way.

Judge – second or third injunction? First is trespass, second nuisance, and third nuisance?

KHQC – third is also nuisance for different reason because it is private right of way onto highway.

KHQC – 3 causes of action. Re-entry upon land will always be trespass. In relation to certain interference, that would be nuisance but not direct overlap. Nuisance with interference with right of way on Oil Sites Road.

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Para 8.2 of skeleton argument – private right of access recognised by law.

Judge – trying to figure out which injunctions are which.

KHQC – number 5 is access to highway. Concerned about applying nuisance to this. Dealt with it as a private right. 6 is trespass. 7 is access onto highway.

Judge – 2 is vanilla nuisance claim. 3, 5 and 7 are non-vanilla nuisance/private right of access onto highway.

KHQC – bundle of authorities. Halsbury's Laws at tab 16 in bundle of authorities. First para and first line of 2nd para. Preceding tab (Clerk and Lindsell). Paragraph 42 of first instance judgement in Ineos Upstream Limited v Persons Unknown (tab 5 in bundle).

KHQC – Page 49 in bundle.

Judge – are you saying interference with that right is a tort? KHQC confirmed.

KHQC – those are the causes of action. This is an injunctive application. Starting point is the American Cyanamid test. First principles relate to Articles 10 and 11 of European Convention of Human Rights. Those articles do not confer a defence to the circumstances of this case. KHQC refers to other cases where similar approaches were taken.

KHQC – next special rules. Those arising from section 12(2) of HR Act. Para 1 – even though it is my case that by reason of case law in relation to Articles 10 and 11, nevertheless, I want to treat this in relation to applying section 12 in these types of cases. Subsection 12(2) says that where respondent isn't present, Court must be satisfied applicant has taken practical steps to notify respondent.

Judge – do you have case law which is comparable with case without publication? What is best reference? KHQC – best reference is Ineos Upstream Limited v Persons Unknown case in Court of Appeal. Tab 8 of bundle. Page 126 and para 33 of judgement.

Judge – this was a protest, not a publication? KHQC – yes, this was an anti-fracking protest.

KHQC – will take you to later authorities where they have treated section 12(3) as applicable in protest cases.

Judge – one authority is sufficient if it is a Court of Appeal authority. Section 12(2) is not problematic. Section 12(3) is more problematic as discusses publication.

KHQC – 'persons unknown'. Proposing in submissions to go through test for 'persons unknown' on facts of this case.

Judge – good time to take me through case law on why you have named Ds as you have?

KHQC – divider 5 in bundle. Mr Justice Morgan's decision. Header on page 35 and 36. If we take 3rd D and the way it has been split up, it is clunky, but that is an example. Judgement at para 812 – also describes Ds similar to the way we have.

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Judge - Mr Justice Morgan's decision. Para 119 is my point. "Doesn't suggest that is the only way of describing Ds".

KHQC – Court of Appeal Ineos Upstream Limited v Persons Unknown case set out principles in relation to group of factors. Hasn't indicated procedure is wrong. Next case after Court of Appeal is Canada Goose case (tab 10 of bundle. Page 166 and para 9).

Judge – but that is broader. It doesn't have specific problem we have in this case that at the point in time you become subject to the Order, you have done the act which is prohibited in the Order. I wouldn't have any objection to define this by reference to protestors involved in these groups. It's the suggestion that you define D by acts that D ought not to commit.

KHQC – para 9 on page 166 in Canada Goose case. Second half of para 23 on page 169 and para 29 after that. Most relevant paras are on page 182: para 183 to 186. These remarks might make you slightly nervous about wording of Order being simpler.

Judge – that's why I suggested you have the schedule. Q is whether that would not work as you have to define the acts at each site by reference to D and acts D will carry out. I do not want to make an Order which causes you to go to the Court of Appeal.

KHQC – my job is to help you, but need to follow and look at case law. KHQC hands up Orders which have been made in last few days:

- Warwickshire Borough Council case. They did name individuals they were able to name.
- QBD Valero Energy – relates to Kingsbury site.
- UK Oil Pipelines. Related to two sites and nuisance at sites.
- ExxonMobil case – same time of entry in relation to ownership by same claimant.

Judge – Valero Order defined by reference to people committing acts who are subject of Order.

Judge – if you think this is the only way, then we will have to do it that way. I maintain it is very odd for the exact same reasons as Mr Justice Morgan gave.

KHQC – did put a lot of thought into it.

Tests

KHQC – referred to American Cyanamid position. Next stage relates to s.12(3) point. I have to show I am likely to succeed.

Judge – I have read test/judgement. Happy to take that as read.

KHQC – should address section 12(3) points and impossibility of naming point.

Impossibility of naming point

KHQC – In circumstances where no entry has made been onto site, this is possibly an easier test to satisfy. I cannot say that any specific person is going to do the specific injunctive activities at site.

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Section 12(2) point – because respondents aren't here, I have to show compelling reason why they shouldn't be notified or that practicable steps have been taken to notify them.

Judge – you don't rely on 12(2)(b) as you have taken practical steps.

KHQC – we have satisfied both.

Judge – cannot rely on both. Cannot say there is a compelling reason why they shouldn't be notified, and then say you have taken all steps to notify.

KHQC – there is a compelling reason not to notify as might carry out injunctive action before injunction granted. But we have also taken steps to notify protestors.

Page 849 – 2 emails. Very last page is one to focus on. Penultimate is to JSO email address. KHQC asked Judge to look over emails.

Judge – sent two days ago. Going to apply for interim injunction. Provide link to Court documents and date and time of interim injunction hearing.

KHQC – at 11:05 emails sent to same email addresses.

Judge – this was after the hearing started.

KHQC – Prior to 5pm yesterday, we did not know time of hearing.

Judge – don't understand why email wasn't sent this morning. Why couldn't they have been told at 10am this morning.

KHQC – email address wouldn't be service in itself. We cannot in any event notify the unknown persons as they are unknown.

Judge – you have already sent an email to XR and JSO which are campaigns that are identified in the Order. Haven't referred to all persons unknown. How can you say there is no compelling reason not to notify them when you have notified them?

KHQC – absent any notification, there is a risk of activity you are seeking to avoid occurring.

Judge – didn't notify them of hearing date. Cannot rely on s12(2)(b). You did notify them. Required to rely on section 12(2)(a). Didn't take all practicable steps as would have been a matter of seconds or minutes to follow this up with an email after 5pm yesterday. This email expressly says we will inform you of date and time of hearing.

5 minute break.

KHQC – suggestion and request. Would this be sensible to you? Could it be adjourned for a few hours for email to be sent immediately and to provide link to court documents so it can be immediately accessed.

Judge – looks at diary. That did occur to me. I have another commitment at 2:30-3pm, could we adjourn this to 3:30. Assuming they are told now, that will give them a few hours. Only

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alternative to adjourn until tomorrow? But for that, I would have been minded to make the Order in the terms that you sought. That is the only thing that troubled me about this. I think you should say that the hearing started and has been adjourned and will resume at 3:30pm. It should then, assuming no one appears, be possible to give judgement immediately. If someone does appear, we may unfortunately have to restart the hearing.

KHQC – want to make sure we have full disclosure on this.

KHQC – given bundle of Orders which we looked at in relation to one particular matter, the Judges have been happy and convinced that we had chosen principle addresses for JSO and XR for means of communication. I notice that in one of Orders, a whole list of JSO email addresses appeared.

Judge – included 3 more email addresses for XR.

KHQC – In Exxon Mobile case, we just had two main email addresses. Test in relation to alternative service is to make sure it is likely to come to their attention.

Judge – any reason why you have chosen these as the main email addresses? Do you need to include explanation of that in your evidence?

KHQC – page 70 of bundle is our evidence in support. Explains why we have chosen certain addresses.

KHQC referred Judge to page 402 of Whitebook – PD9.1.

Judge – hearing adjourned until 3:30pm. On basis that solicitor will be informing XR and JSO on those email addresses immediately that hearing is at 3:30pm.

Judge – absent these concerns, I would have been minded to grant the Order on the terms sought.

Adjournment 12:10

End of Adjournment 3:34 pm

KHQC – handed up Landmark Chambers file. Includes emails that were sent and copy of Order as it stands. Tracked changes in red. Noticed that we may have another participant in relation to those attending – initials HJA. From Hodge Jones and Allen Solicitors. Taking a note on behalf of ER.

Judge – do you want to make any submissions on behalf of ER? No. Does not represent JSO.

KHQC – four email communications. First email sent at 12:22 which was sent to JSO. Secure link sent.

Judge – do I take it that no Court documents had been sent to ER or JSO previously? KHQC – that is correct.

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KHQC – next email sent to ER at 12:31. At 12:48, that is a separate email. Attached earlier email with link in it, and attached skeleton argument and bundle of authorities. Also included Microsoft Teams link. Identical email sent at 12:50 to JSO.

Judge – reiterate that it is very regrettable that this was not sent before. No explanation whatsoever has been provided and no documents were sent at all. For the record, hope that it will never happen again. Nothing other than incompetence on part of person who didn't send emails to ER and JSO.

KHQC – Draft Order in bundle. Now has Judge's name on it, dates of application notice and W/S, and now has weblink reference. In process of being fixed, so hope website will cease to cause problems. Schedule 1 – undertaking in damages. Separated into 3 as individual claimants are seeking individual injunctions. Schedule 2 is coloured plans. Final schedule is warning notices which will be affixed around perimeters of site.

Judge – Starting long trial after Easter. If it had looked like return date might have been short hearing, that would have been fine. My concern is in relation to anyone attending and whether they object. Better not to specify particular Judge in Order.

KHQC – 11/12 May or 16/17 May for return dates. In these sorts of cases, one doesn't have too long to wait for injunction. Litigation has achieved its result on return date.

Judge – reasonable dates. Should there be a shorter return date?

KHQC – Not available before 11 May.

Judge – earlier of dates. Would have suggested 2 weeks had you been available. 11 May would be best. Problem is if you have hearing listed for 3 hours, it won't fit in interim applications list. So it can fit in list, and having looked at papers, thinking of listing in first instance in 2 hours. If no opposition, hearing will be short. Should be possible to deal with in timeslot. If there is opposition, it will need to be longer than 3 hrs. Your Order sensibly indicates this.

Judge - Put in interim applications list provisionally and for 2 hours. Any party disagreeing with time estimate should notify the court as soon as possible.

KHQC – para 13 – if we had hearing on 11 May, in terms of evidence to be relied upon and skeleton argument, do we go for by 4pm on 6 May. Judge – go for this date as is 2 clear days before return date hearing.

Judgement

This is an application by Essar Oil and two of its subsidiaries against persons unknown connected with ER and Just Stop Oil. Defendants are defined by reference to the acts of protest which it is apprehended that they might carry out on the Claimant's land or on boundaries or on access routes to Claimant's land from public highway. Application came before me at 10.30am, reasons explained, resumed at 3.30pm this afternoon, Claimants' property is oil refinery at Stanmore and oil refineries at Tranmere and Northampton.

Property rights are explained in skeleton arguments and in Witness Statement of Mr Barden. Reason for present application is ongoing protest activity by ER by JSO and JSO campaign

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which has taken place at various oil refineries since the end of March, have included Kingsbury Terminal, which is operated by Shell. Leading to around 40 arrests, some intelligence re Stanlow site. In general, apprehend due to activities at sites and targets of protest activities, there may be well be direct action taken including protests at or one or other sites which are subject of these proceedings. Risk of direct action are set out in detail in Mr Barden's WS.

These include serious health and safety risks to protesters, employees and visitors, and a large financial impact if operations are disrupted. Mr Barden notes that in worst case, closure of all three sites, multi-million pounds per day. Thirdly, as practical matter, even for temp. closure, would have serious consequences for oil supply, for those reasons what is sought is an order restraining persons unknown connected with the two campaigns from entering or remaining on the three sites. Obstructing vehicular entrances and exits.

Outline parameters of legal test, starting point is American Cyanamid test. In that regard, my attention has been drawn to – separate right of access of property owner from that property owners' premises to highway, those three causes of action are present in this case for an injunction seeking to prevent entry onto site without consent – cause of action trespass. For injunction to prevent obstruction of access over third party land, cause of action is nuisance. In relation to access owned by claimants, at the boundaries of that land, cause of action is private right of access to property owners land.

Had my attention drawn to articles 10 and 11 of ECHR and cases which make clear that those do not serve as defences to interference with property rights through protests carried out for purpose of obstructing lawful activities of other parties. In particular, the comments made by the divisional court – DPP v Coturian – in addition to the general starting point under American Cyanamid test – two specific additional matters which Miss Holland has quite properly drawn to my attention. The first is the provision of sections 12 of Human Rights Act, if considering whether to grant relief, which may affect freedom of expression, on whom person if not represented, unless applicant has taken all practical steps or other compelling reasons not to notify.

That standard in this case, in place of usual serious issue to be tried for purposes of American Cyanamid case. Should find Claimants are likely to succeed at trial. Specific requirements where relief sought against persons unknown. Skeleton argument – *Boyd v Ineos* – 2019 – EWCA Civ 515 – *Canada Goose Retail – Barking and Dagenham v PU* (2021), principal summarised, must be sufficient real and imminent risk, impossible to name persons, give effective notice of the injunction to be set out in order, must correspond with threat of tort, terms of injunction must be clear and precise, must not do, should have clear geographical limits.

Applying those tests and starting with the general requirements – I am satisfied that the Claimants are likely to succeed at trial, evidence of a sufficient real and imminent risk of trespass and nuisance, interference with rights of access, Claimants right to succeed at trial, likely to rely on Mr Barden's WS.

I am satisfied that articles 10 and 11 would not provide a defence as Ms Holland has explained – right to protest can be exercised without trespassing or obstructing rights of access – damages not an adequate remedy, risks of health and safety – in addition, no indication that any defendants could be able to satisfy substantial award of damages if sites had to close even temporarily – balance of convenience, granting relief in this case, given rights to protest

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can be exercised without there being entry onto, access onto site, given the serious risk to health and safety, as well as substantial financial losses and disruption to oil supply to region.

There is also an undertaking in damages on part of Claimants and no reason to doubt that would be able to meet if called upon. In any event, seems doubtful in short period of time before now and return date that substantial damages would be suffered by the proposed defendants.

Now turning to the specific requirements to be satisfied where relief is against persons unknown – just outlined – for reasons I have given, in my judgment, real and imminent risk that tort being committed, pre-emptive relief, taken at other sites in the UK, Kingsdown site, impossible to name persons, it is possible to give effective notice of the injunction and various methods of service have been proposed, service by e-mail on two organisations but also provision for notice of the injunction to be prominently displayed at the site, terms of the injunction correspond with tort, in debate with Ms Holland this morning, way in which injunction was drawn to meet requirements in case law, in prior cases. I am satisfied that considerable thought has been given to the scope of the injunction. Likewise, terms of injunction are sufficiently clear and precise so defendants can know what they are not to do. Not obstructing access to the property, the injunction has both geographical limits and temporal limits in that there will be a short return date, provisionally and subject to any increase in time estimate, 11 May.

That leaves requirements of s12(2) of HRA. This was the issue that led to adjournment this afternoon. By way of background, on 19 April emails were sent by C's solicitors to ER and JSO notifying them of the intention to bring injunction application and that a link would be sent to access the Court documents, "we will also inform you of the date, time... which we intend to take place on 21 April 2022".

I understand that the Claimants solicitors were aware by 5.00pm last night that the hearing was to be listed before me at 10.30am, regrettably, for reasons unexplained, neither Just Stop Oil or ER were not told of the hearing until 11.05am, half an hour after hearing had commenced. I understand now that they had not been sent any Court documents, even then. Equally regrettably, I did not hear this until approximately 11.45am. Once this had been revealed, compelling reasons not to notify those organisations, no hesitation in rejecting those submissions. Notification was given that a hearing would be given today. The fact of that notification is wholly inconsistent with statement that compelling reasons to not notify, e-mails would not have been sent on 19 April in terms before me. Reliance cannot be placed on Section 12(2)(b) in the circumstances, therefore it was necessary for the Claimants to show that all practicable steps to notify the Defendants had been taken and that is the reason why at 12.00pm I adjourned the hearing to this afternoon.

Having done so, the Claimants solicitors did inform ER and JSO and did send the organisations the Court documents, including skeleton arguments and authority bundle, between 12.20pm and 12.50pm – hearing recommenced at 3.30pm. The hearing has been attended by solicitors for ER in an observing capacity only, they have been invited to make submissions but have not sought to do so. I have not been made aware that anybody is attending is representing JSO. I am now satisfied that the practicable steps have been taken to notify the Defendants of these proceedings.

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Nature of the order being persons unknown, impossible to notify individual defendants, is all that can be practically be done at this stage. Now satisfied, following the adjournment, that section 12(2)(a) of the Human Rights Act 1998, as regards notification, have been met. In those circumstances, I consider it is appropriate to grant the order sought. I will review the specific provisions of the order and will make that order when a revised version is sent to me shortly.

End of Judgment

Attendance note

Client Name Essar Oil (UK) Limited

Matter ESS.036-0023

Fee-earner DCH

Attending David Holland (DH) – Squire Patton Boggs (UK) LLP, Morag Gillon (MG) – Squire Patton Boggs (UK) LLP, Yaaser Vanderman - Counsel (YV), Katharine Holland QC – Counsel (KH) - Counsel, Mr Justice Adam Johnson (JAJ)

Date 11 May 2022

Listing 10:30:

KH– Position stands as was at time of skeleton. 2 hours estimated for hearing.

JAJ – Confirming have read skeleton argument and three Witness Statements.

Hearing 10:40:

Calling case on and checking outside for defendants. Confirmed nobody presenting as defendants present.

JAJ – Confirm have read through judgment from Mrs Justice Bacon.

KH - Risk remains as per last hearing – the period for which the injunction sought of 12 months is justified. To that end, new Witness Statements have been submitted. 5th May (page 862 of bundle) – evidence there of continued threat of direct action. Claimant sites haven't been targeted as such, which remains the position. Reports show further action pending and appropriate to continue injunctive relief for 12 months. Further Witness Statement brings matters up to date as of yesterday (10th May) – evidence in relation to threat at paras 5-9. Social media posts between 5th and 10th May provided. First article (telegraph); 60 hour blockade and 1000 arrests. Glasgow Times article and further posts – a 'warning notice' post relates to injunction, and then a post relating to 14 May regarding planned action. Likely to be more events.

Page 873 of bundle – first photo relates to action at Kingsbury, then further posts and articles relating to Kingsbury. Taking through posts and captions on social media written by Defendants. Various posts relating to other injunctions and breaches of such provided.

JAJ – page 881 is of a picture of people on grass verge – would these be caught by terms of draft order sought?

KH – our order is confined entirely to interference with private rights. If that is public land then it wouldn't be caught and we aren't aware of a Local Authority order affecting our sites at present. We are not seeking to prohibit lawful protest on the highway. Petrol stations incidents highlight different form of protest starting. Further posts of different activities – continuum since our Order of ongoing activities. Has been no absolute final halt in relation to such activities by the defendants.

Paras 47 to 52 and 87 of Mr Barden's Witness Statement – evidence came from general threat to oil terminals. At original injunction hearing we had evidence of threat of disruption to the Stanlow site. Position today is general evidence of the recurring situations regarding oil sites, just as much as the risk existed then it exists today, and in the interim we are getting new sites in Scotland affected. New sites going to be subjected to direct action. We satisfy the evidence in relation to the threat of risk.

JAJ – Briefly look at title issues?

KH – Original skeleton argument. First Claimant owns Stanlow refinery and various titles. Pages 35 – 41 is a schedule of all various title numbers and freehold or leasehold interest. Page 81 all registered titles. In relation to Stanlow site, also some private access sites. Statement at page 41, para 18.

JAJ – relevance of that is injunction will bite by reference to trespass rather than nuisance?

KH – yes, access road is within ownership, then para 19 talks about private rights of way, all of that translates on the plan at page 26. On the plan, yellow is where there is a right of way. A, B and C on map relate to other rights and where rely upon private right to access highway.

In relation to Tranmere, page 27, 'Tranmere plan' second claimant is the registered leaseholder of part of the site. Mr Barden's statement can see there is a leasehold interest granted to Essar and Stanlow Terminals Ltd. At page 43, reference to leasehold interest and underlease interest.

Northampton site – freeholder registered proprietor of all bordered red and one access point.

With regards to injunctive relief sought - *American Cyanamid* is the starting point, what we have provided in 8.5 of skeleton argument is the essence of principles.

JAJ – in short seems to be freedom of forum point. If you can do it [protest] without trespassing then that is what you should do.

KH – beyond that, we venture into speciality type principles. Some of which arise from s.12 Human Rights Act 1998. The relevant provisions are at the top of page 10 of Skeleton. Sub para 2 indicates where a Defendant is neither present nor represented, relief can only be granted if can show have taken all practical steps to notify. I have to satisfy beyond *American Cyanamid* that their actions shouldn't be allowed. Also have to show we have

taken all practical steps to notify D, or that there is compelling reason why they shouldn't be notified.

Take you specifically to person's unknown cases – 8.8 of skeleton. Also 8.9 refers to what imminent can mean.

JAJ – I see imminent doesn't necessarily mean immediately, one needs to have regard to gravity to damage likely to follow if injunction not granted.

KH – Exactly. Turn back to satisfying tests.

- 1) Are we likely to succeed at trial? Witness evidence demonstrates sufficiently real and imminent risk of acts of trespass and nuisance to justify relief.
- 2) Damages adequate remedy? Clearly no. Risk to human health and safety.
- 3) Balance of convenience – protest can be undertaken without being a nuisance. Page 71 Barden Witness Statement – COO of Essar is duly authorised to make assurances.
- 4) Sufficiently real and imminent risk – we say this arises. Hampshire case – facts were that every year direct action against incinerator site which is similar scenario.
- 5) Impossibility of named persons – by virtue of fact our sites haven't been affected, the position is can't say who would attend, cannot identify who would present risk. Test of impossibility of naming satisfied.
- 6) Notifying – in relation to 21 April Order – reference to 3 provisions in white book. 6.15 – usual provision for alternative service methods. 6.27 – extends 6.15, and Practice Direction (page 401). Consequence under last order was to serve documents by various methods (4 identified).

Second witness statement of Mr Holland – bottom of page 865 – confirmation of application notice for today and documents relied upon at original hearing and then note of hearing and judgment and draft order were served by reference to 4 methods. Details in relation to each provided. Go to schedules – starting at page 889 will see the schedules. Page 897 website link. Then various photographs of notices, then service by email to both JSO (Just Stop Oil) and XR (Extinction Rebellion), and then automated reply from XR.

Witness Statement made yesterday – directed at making sure Judge properly appraised of where we stand. Para 10 is stating that additional documents will be served by methods of service. Confirm that has been done.

We say therefore that all of the methods of service demonstrate that in relation to protest activities it is possible to give effective notice of the injunction and we have done so.

Paras 1 – 7 of sealed order relating to various sites and plans. Substantive order was that 1st defendant shall not enter red area, save for blue and orange. Everything within red line except hatched blue and orange. Second part of order protects right of way, and third related to access to highway. Next part of order deals with 2nd claimant's rights defined by reference to Tranmere and Stanlow sites.

JAJ – On Stanlow, by reference to map, the injunction extends to all the areas marked in red save for those which are blue and orange, but then blue comes back in under 4a.

KH – orange areas of the Stanlow plan never comes back in because subject to third party rights. Para 5 concerned with entrance points (just 1) marked A. Para 6 concerned with third claimants right of freehold ownership, para 7 concerned with access to highway.

In order to complete review of original order, return date specified as today, been through service provisions, then formal provisions about costs and communications.

Draft Order

The period we are proposing is 12 months. If it transpires that in May 2023 this campaign is still ongoing, express provision to come back. Intention to make application to get final order in meantime by way of summary or default judgment way before this time next year if no Acknowledgment of Service or Defence filed by Ds. Essentially, hopefully proceedings will end because we will have summary judgment in the meantime.

Service of order – same provisions are anticipated.

Para 15 in relation to any other applications or orders – suggest three other methodologies.

JAJ – are the defendants represented?

KH – No. We are aware a firm of solicitors have become interested in matters for the Ds, but not in relation to this case and no evidence that Ds are formally represented.

On the basis of the evidence, I am asking the Court to make a further order specifically to 11 May 2023, 12 months we say is proportionate.

Judgement Ruling

JAJ – on 21st April 2022 Mrs J Bacon made an interim order restraining Defendants from undertaking certain prescribed acts. The Claimants are Essar Oil UK Limited and two subsidiaries. Land in question is effectively land occupied by Claimants oil terminals and facilities. Stanlow, Tranmere and Northampton. Defendant's identities unknown but associated with XR and JSO who have been involved in forms of direct action in relation to oil industry and others involved in commercial exploitation of fossil fuels.

Original application supported by Witness Statement of Mr Barden, the Chief Operating Office of Essar UK. Claimants now make application to continue injunction for a period of 1 year or until further order in the meantime, the proposed order also provides for defendants to vary or set aside on 3 days' notice to be served on 2 clear days. Present application to continue is supported by three Witness Statements of Mr Holland, 5 May with supporting documents, methods of service identified in Mrs J Bacons order 1) provision of copies of required documents in clear transparent sealed containers, 2) posting of copies of relevant documents on Essar website 'legal proceedings', 3) fixing of warning notices at specified points at three sites and 4) sending of relevant documents by email to certain specified email addresses. Mr Holland also gives evidence of the continuing threat of direct action by persons unknown.

Second witness statement of Mr Holland dated 9 May confirms service of a number of additional documents by the methods previously mentioned save for the fixing of warning notices. Third Witness Statement of Mr Holland dated 10 May is designed to bring matters up to date as regards the activities of XR and JSO. Gives evidence of media and social media referring to further protest action taken place recently in Scotland and Kingsbury terminal.

Claimants's concerns about risk of direct action is explained in Mr Barden's evidence with supplemental update from Mr Holland and have included direct action at Kingsbury terminal jointly owned by Shell and another Essar company. Evidence relied on before Mrs J Bacon included protest activity at Kingsbury terminal and also concern at that stage specifically about possible activity at Stanlow terminal, although appears that has not materialised. Also Mr Hollands third witness statement gives evidence of ongoing activity in Scotland – one press article gives sufficient flavour - article from the Telegraph 6 May. Article refers to JSO having carried out action at Nustar Clydebank, report indicates that protest began about 4am on Tuesday and carries on as follows "where activists climbed on top of tankers and locked to entrance" JSO said protestors there for 60 hours before action ended, group believes longest action in UK. No direct action has been taken in relation to three sites we are concerned with, but Mr Barden gives evidence of possible consequences if that risk materialises. The gist of the application before me is that, similar activity and action having been taken in relation to other oil terminals and facilities, there is a risk and it is characterised as real and imminent, concern said to be acute not only because of financial consequences but also because sites store hazardous materials so risks to safety of staff and the public.

I am satisfied the Claimants have title to the sites. Trespass is constituted that of land owned by Claimants and nuisance relied on for title not owned but interference with private rights. Nuisance case is that access to sites restricted by private highway blocked. As to legal framework, includes familiar structure from *American Cyanamid* but also relevant principles also relevant – Articles 10 and 11 of ECHR, freedom of expression and association, and procedural protection under section 12 of HRA 1998.

As to first of these, these are qualified rights and they do not confer any freedom of forum so it has been recognised that freedom of expression and association do no justify trespass on private land or public land accessible by private highway.

Section 12 of HRA – freedom of expression – and if persons affected are neither present or represented – to be satisfied, the Applicant has to take all practical steps or there is compelling reason why they should not be notified.

Grounds of relief against persons unknown – referred to number of examples – *Canada Goose v Persons Unknown* and *Barking and Dagenham v Persons Unknown* – relevant principles helpfully summarised in Claimants' original skeleton argument. Mrs J Bacon was satisfied and I will say I am also satisfied to continue application.

There is a serious issue to be tried in sense there is real and imminent risk, requirement to show imminent threat really means circumstances as such that remedy is not premature and

here it is not premature, there is also evidence that consequences of infringing action may be very grave. May be defences available under articles 10 and 11 but for reasons already explained seems unlikely that those rights infringed.

Damages are not likely to be adequate form of remedy for claimants. May also not be for defendants either if Article 10 and 11 inhibited.

Balance of convenience – tilted strongly in favour of injunction being continued. Even if wrongly granted at this stage potential harm is limited, if the injunction wrongly refused at this stage, damage to Claimants and possibly others could be very serious indeed.

Fortified in overall view that Claimants have given cross undertaking in damages.

Persons unknown – accept it is impossible to name but also to give notice of injunction, invited that the same methods of service apply. Terms of injunction are clear and precise, and geography is satisfied by reference to plans. Period of one further year until 11 May 2023 further to variation or other order in meantime.

Section 12(2) engaged because Respondents not present or represented, but all practical steps taken to notify. Mr Holland's evidence is that those steps have been duly complied with in relation to initial set of documents and supplementary materials.

Section 12(3) – satisfied that in my view claimants are likely to establish case on the merits, even if wrong then seems to me that potentially adverse consequences arising from direct action may be grave.

N244

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

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

Name of court High Court of Justice Business and Property Court Property Trusts and Probate List		Claim no. PT-2022-000326
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)	
	H W F - [] [] [] - [] [] []	
Warrant no. (if applicable)		
Claimant's name (including ref.) (1) Essar Oil (UK) Limited; (2) Stanlow Terminals Limited; (3) Infranorth Limited		
Defendant's name (including ref.) See Continuation Sheet		
Date	5 May 2023	

1. What is your name or, if you are a legal representative, the name of your firm?

Squire Patton Boggs (UK) LLP

2. Are you a Claimant Defendant Legal Representative

Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

The Claimants request that the Court:

(1) Makes an order to continue the interim injunction granted by Mrs Justice Bacon by order dated 21 April 2022 and continued by Mr Justice Adam Johnson by order dated 11 May 2022 for a further 12 month period to 11 May 2024; and

(2) If required, makes an order pursuant to CPR 23.7(4) that sufficient notice has been given to the Defendants of the hearing date, notwithstanding the fact that the period between the date of service and the date of the hearing is less than 3 clear days

in the form of the draft Order provided herewith.

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with? at a hearing without a hearing

at a remote hearing

6. How long do you think the hearing will last?

Hours

Minutes

Is this time estimate agreed by all parties?

Yes

No

7. Give details of any fixed trial date or period

N/A

8. What level of Judge does your hearing need?

Deputy Judge or High Court Judge

9. Who should be served with this application?

See draft order

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

the attached witness statement

the statement of case

the evidence set out in the box below

If necessary, please continue on a separate sheet.

We will be relying on the attached Witness Statement of Jonathan Peter Barden dated 19 April 2022 and the Second Witness Statement of Jonathan Peter Barden dated 4 May 2023.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

No

Statement of Truth

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

- I believe that the facts stated in section 10 (and any continuation sheets) are true.
- The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature



- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
05	05	2023

Full name

David Christopher Holland

Name of applicant's legal representative's firm

Squire Patton Boggs (UK) LLP

If signing on behalf of firm or company give position or office held

Partner

Applicant's address to which documents should be sent.

Building and street

6 Wellington Place

Second line of address

Town or city

Leeds

County (optional)

Postcode

L S 1 4 A P

If applicable

Phone number

0113 284 7000

Fax phone number

DX number

Your Ref.

DH4/ESS.036-0023

Email

david.holland@squirepb.com

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT’S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED ‘STANLOW PLAN’

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED “A”, “B” AND “C” ON THE ATTACHED ‘STANLOW PLAN’

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(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST

**PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR
REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT
THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants


CONTINUATION SHEET

N244

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

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Name of court High Court of Justice Business and Property Court Property Trusts and Probate List		
Fee account no. (if applicable)	Help with Fees - Ref. no. (if applicable) PT-2022-000326	
		H W F - [] [] - [] []
Warrant no. (if applicable)		
Claimant's name (including ref.) (1) Essar Oil (UK Terminals Limited; (2) St Infranorth anlow Limited		
Defendant's name (including ref.) See Continuation Sheet		
Date		5 May 2023

1. What is your name or, if you are a legal representative, the name of your firm?

Squire Patton Boggs (UK) LLP

2. Are you a Claimant Defendant Legal Representative

Other (please specify) []

If you are a legal representative whom do you represent? []

3. What order are you asking the court to make and why?

The Claimants request that the Court:

(1) Makes an order for to continue the interim injunction granted by Mrs Justice Bacon by order dated 11 April 2022 and continue the interim injunction granted by Mr Justice Baer by order dated 11 May 2022 for a further 12 month period to 11 May 2023; and

(2) If required, makes an order pursuant to CPR 23.7 (4) that sufficient notice has been given to the Defendants of the hearing date, notwithstanding the fact that the period between the date of service and the date of the hearing is less than 3 clear days;

in the form of the draft Order provided herewith.

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with?
 at a hearing without a hearing
 at a remote hearing

6. How long do you think the hearing will last?

Hours

Minutes

Is this time estimate agreed by all parties?

Yes

No

7. Give details of any fixed trial date or period

N/A

8. What level of Judge does your hearing need?

Deputy Judge or H

igh Court Judge

9. Who should be served with this application?

See draft order

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

the attached witness statement

the statement of case

the evidence set out in the box below

If necessary, please continue on a separate sheet.

We will be relyin
April 2022 and th
2023.

g on the attached
e Second Witness

Witness Statemen
Statement of Jona

t of Jonathan Pet
than Peter Barden

er Barden dated 1
dated 4 May

9

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

No

Statement of Truth

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

- I believe that the facts stated in section 10 (and any continuation sheets) are true.
- The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature



- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
05	05	2023

Full name

David Christopher Holland

Name of applicant's legal representative's firm

Squire Patton Boggs (UK) LLP

If signing on behalf of firm or company give position or office held

Partner

Applicant's address to which documents should be sent.

Building and street

6 Wellington Place

Second line of address

Town or city

Leeds

County (optional)

Postcode

L S 1 4 A P

If applicable

Phone number

0113 284 7000

Fax phone number

DX number

Your Ref.

DH4/ESS.036-0023

Email

david.holland@squ irepb.com

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

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CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
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TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET

IN THE HIGH COURT OF JUSTICE

Claim No: PT-2022-000326

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

Before Mr/Mrs Justice [...]

[On [...] May 2023]

B E T W E E N:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’
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Defendants

Draft ORDER

IF YOU THE WITHIN NAMED DEFENDANTS AND PERSONS UNKNOWN OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

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

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON the hearing of the Claimants' Applications by Application Notices dated 5 May 2023 ("the Application Notices").

AND UPON reading the Second Witness Statement of Jonathan Peter Barden dated 4 May 2023 and the Fourth and Fifth Witness Statements of David Christopher Holland dated 3 May 2023 and 4 May 2023, respectively.

AND UPON reading the documents in respect of the current interim injunction granted by Mrs Justice Bacon by order dated 21 April 2022 and continued by Mr Justice Adam Johnson by order dated 11 May 2022.

AND UPON hearing Counsel for the Claimants, Bruce Walker.

AND UPON the Court accepting the undertakings set out in Schedule 1 to this Order.

AND UPON the Claimant indicating that by seeking this Order it is not intended to prohibit lawful protest and acknowledging that this Order does not prohibit such prohibit lawful protest.

IT IS ORDERED THAT:

Relief from sanctions

1. The Claimants are granted relief from sanctions, for not including within paragraph 14 of the Order of 21 April 2022 an Order for service by an alternative method of the Particulars of Claim, and **EITHER** service is dispensed with under CPR 6.28 (the Particulars of Claim having been provided in the manner prescribed by paragraph 14 of the Order of 21 April 2022) **OR** such service to be effected in accordance with paragraph 17 below by [date].

[Abridgement of time pursuant to CPR 23.7(4)]

2. Pursuant to CPR 23.7(4), it is directed that, in the circumstances of the case, sufficient notice has been given to the Defendants of the hearing on [date] and that the Court may proceed to hear the application for relief (as set out in the Application Notice) notwithstanding the fact that the period between the date of service and the date of the hearing is less than 3 clear days.]

The Injunctions

3. Until 23:59 hours on 11 May 2024 or further order in the meantime, the First Defendants shall not, without the consent of the First Claimant, enter or remain upon the First Claimant's land at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB shown edged red (save for the areas hatched blue and orange) on the 'Stanlow Plan' at Schedule 2 to this Order ("the Stanlow Terminal").

4. Until 23:59 hours on 11 May 2024 or further order in the meantime, the Second Defendants shall not obstruct or otherwise interfere with the First Claimant's access over and along the road section shown shaded yellow on the 'Stanlow Plan' at Schedule 2 to this Order.

5. Until 23:59 hours on 11 May 2024 or further order in the meantime, the Third Defendants shall not obstruct or otherwise interfere with the vehicular entrances and exits to the Stanlow Terminal which are shown marked "A", "B" and "C" on the 'Stanlow Plan' at Schedule 2 to this Order.

6. Until 23:59 hours on 11 May 2024 or further order in the meantime, the Fourth Defendants shall not, without the consent of the Second Claimant, enter or remain on the Second Claimant's land at:

- (a) The parts of the Stanlow Terminal which are shown hatched blue on the 'Stanlow Plan' at Schedule 2 to this Order; or
- (b) Tranmere Oil Terminal, St Paul's Road, Birkenhead CH42 1LQ shown edged blue on the 'Tranmere Plan' at Schedule 2 to this Order ("the Tranmere Terminal").

7. Until 23:59 hours on 11 May 2024 or further order in the meantime, the Fifth Defendants shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Tranmere Terminal which is shown marked “A” on the ‘Tranmere Plan’ at Schedule 2 to this Order.
8. Until 23:59 hours on 11 May 2024 or further order in the meantime, the Sixth Defendants shall not, without the consent of the Third Claimant, enter or remain on the Third Claimant’s land at Northampton Oil Terminal, 25 St James Mill Road, Northampton, NN5 5JN shown edged red (save for those parts edged blue) on the ‘Northampton Plan’ at Schedule 2 to this Order (“the Northampton Terminal”).
9. Until 23:59 hours on 11 May 2024 or further order in the meantime, the Seventh Defendants shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.

Interpretation of this Order

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

Variation of this Order

11. The Defendants or any other person affected by this Order or served or notified of this Order may apply to the Court at any time to vary or discharge it (or so much of it as affects that person) but if they wish to do so they must inform the Claimants’ solicitors immediately (and in any event not less than 24 hours before the hearing of any such application). If any evidence is to be relied upon in support of such an application, the substance of it must be communicated in writing to the Claimants’ solicitors at least 12 hours in advance of any hearing.

12. Any person applying to vary or discharge this Order must provide their full name and address, an address for service, and must also apply to be joined as a named defendant to the Claim at the same time.
13. The Claimants have permission to apply to extend or vary this Order or for further directions.

Service of this Order

14. Pursuant to CPR 6.27 and 81.4.2(c) and (d), the Claimants are permitted, in addition to any personal service, to serve this Order by:

(a) providing copies of the Order (together with a notice which states that copies of the Order may be viewed at the web link referred to in Paragraph 12(b) of this Order) in clear transparent sealed containers at:

- (i) each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, which are marked with an “A” on the ‘Stanlow Plan’, ‘the Tranmere Plan’ and ‘the Northampton Plan’ at Schedule 2 to this Order;
- (ii) 1 other prominent location at each of the said Terminals.

(b) posting copies of the Order at www.essaroil.co.uk under the heading “*Legal Proceedings*”;

(c) fixing warning notices, in a size of not less than A3, which:

- (i) In the case of the Stanlow Terminal, shall be in the form set out in the ‘Stanlow Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exists to the Stanlow Terminal, which are shown marked with an “A” on the ‘Stanlow Plan’ at Schedule 2 to this Order;

- (ii) In the case of the Tranmere Terminal, shall be in the form set out in the ‘Tranmere Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exits to the Tranmere Terminal, which are shown marked with an “A” on the ‘Tranmere Plan’ at Schedule 2 to this Order;
 - (iii) In the case of the Northampton Terminal, shall be in the form set out in the ‘Northampton Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.
- (d) sending an email to the following email addresses with the information that copies of the Order may be viewed at the weblink referred to in paragraph 14(b) of this Order:
- juststopoil@protonmail.com
 - enquiries@extinctionrebellion.uk
 - xr-legal@riseup.net
 - XRMidlands@protonmail.com
 - support@xrnorth.org

15. Pursuant to 6.27 and 81.4(2)(c), service of this Order shall be deemed to have been effected 1 day after it has been served by the methods identified in paragraph 14 of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

Service of Further Documents

16. Pursuant to CPR 6.27 and 81.4.2(c) and (d), the Claimants are permitted, in addition to any personal service, to serve any other applications (and evidence in support), orders and documents in this Claim (“the Further Documents”) by the methods specified in paragraph 16 of the Order dated 11 May 2022, namely as follows:

- (a) providing copies of the Further Documents in clear transparent sealed containers at:

- (iii) each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, which are marked with an “A” on the ‘Stanlow Plan’, ‘the Tranmere Plan’ and ‘the Northampton Plan’ at Schedule 2 to this Order;
- (iv) 1 other prominent location at each of the said Terminals.

(b) posting copies of the Further Documents at www.essaroil.co.uk under the heading “*Legal Proceedings*”;

(c) sending an email to the following email addresses with the information that copies of the Further Documents may be viewed at the weblink referred to in paragraph 16(b) of this Order:

juststopoil@protonmail.com
enquiries@extinctionrebellion.uk
xr-legal@riseup.net
XRMidlands@protonmail.com
support@xrnorth.org

17. Pursuant to CPR 6.27 and 81.4(2)(c), service of the Further Documents shall be deemed to have been effected 1 day after they have been served by the methods identified in paragraph 16 of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

Costs

18. Costs reserved.

Communications with the Claimants

19. The Claimants' solicitors and their contact details are:

FAO David C. Holland

Squire Patton Boggs (UK) LLP

6 Wellington Place

Leeds LS1 4AP

E: david.holland@squirepb.com

T: 0113 284 7014

Reference: DH4/ESS.36-23

Communications with the Court

20. All communications about this Order shall be sent to

Court Manager

High Court of Justice

Chancery Division

Rolls Building

7 Rolls Building

Fetter Lane

London

EC4A 1NI

The telephone number is 020 7947 7501. The offices are open weekdays 10 am to 4.30pm.

Service of this Order

21. This Order shall be served by the Claimants on the Defendants.

The court has provided a sealed copy of this order to the serving party: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP

DATED:

Schedule 1 - Cross Undertakings

1. The First Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 3, 4 or 5 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the First Claimant will comply with any order the Court may make.
2. The Second Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 6 or 7 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Second Claimant will comply with any order the Court may make.
3. The Third Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 8 or 9 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Third Claimant will comply with any order the Court may make.

Schedule 2

Stanlow Plan

Tranmere Plan

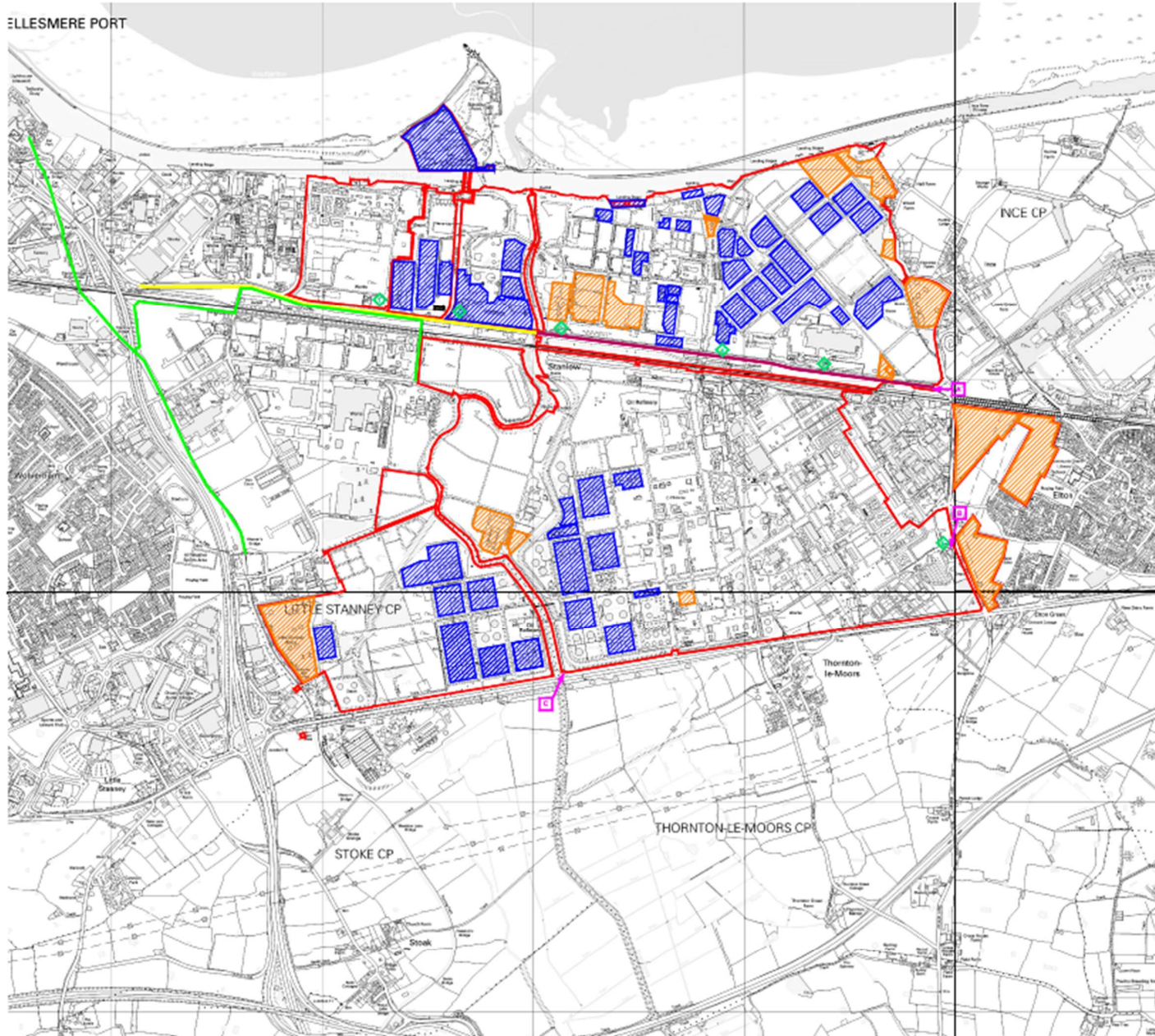
Northampton Plan

Stanlow Plan



ELLSMERE PORT

ORDNANCE SURVEY MAPS WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICES. ©CROWN COPYRIGHT. ORDNANCE SURVEY MAP SHEETS SJ47NW, 10, 11 & 12 HAVE BEEN USED TO CREATE THIS DRAWING



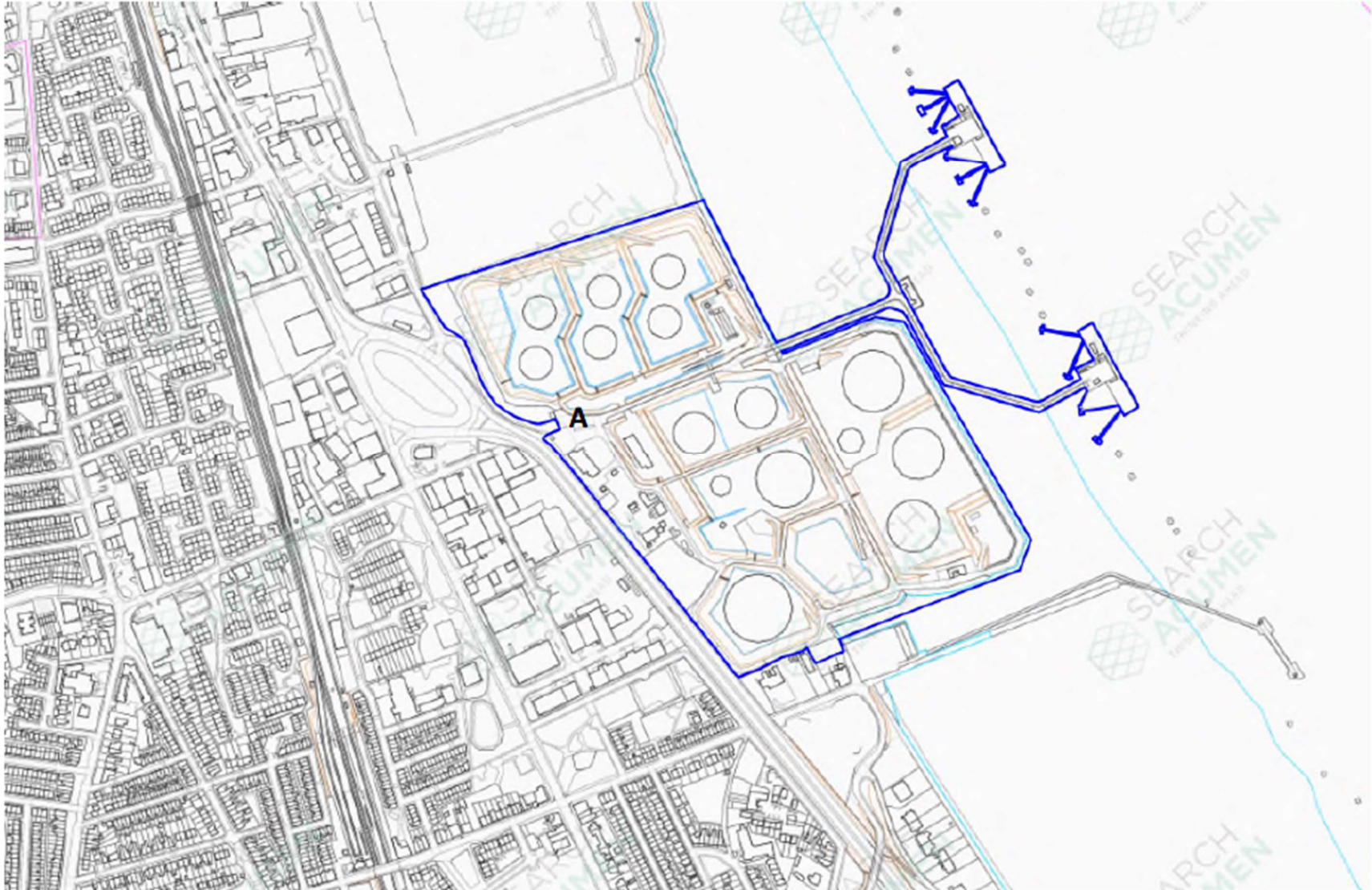
- KEY**
-  Oil Sites Road - Essar Owned
 -  Oil Sites Road - Peel Owned (Scale Approx)
 -  Extent of Essar Freehold & Leasehold Interests
 -  Public rights of way
 -  Essar land leased to Stanlow Terminals Limited
 -  Essar land leased to Third Parties
 -  Stanlow Refinery Gates
 -  Stanlow Refinery Road Access Point



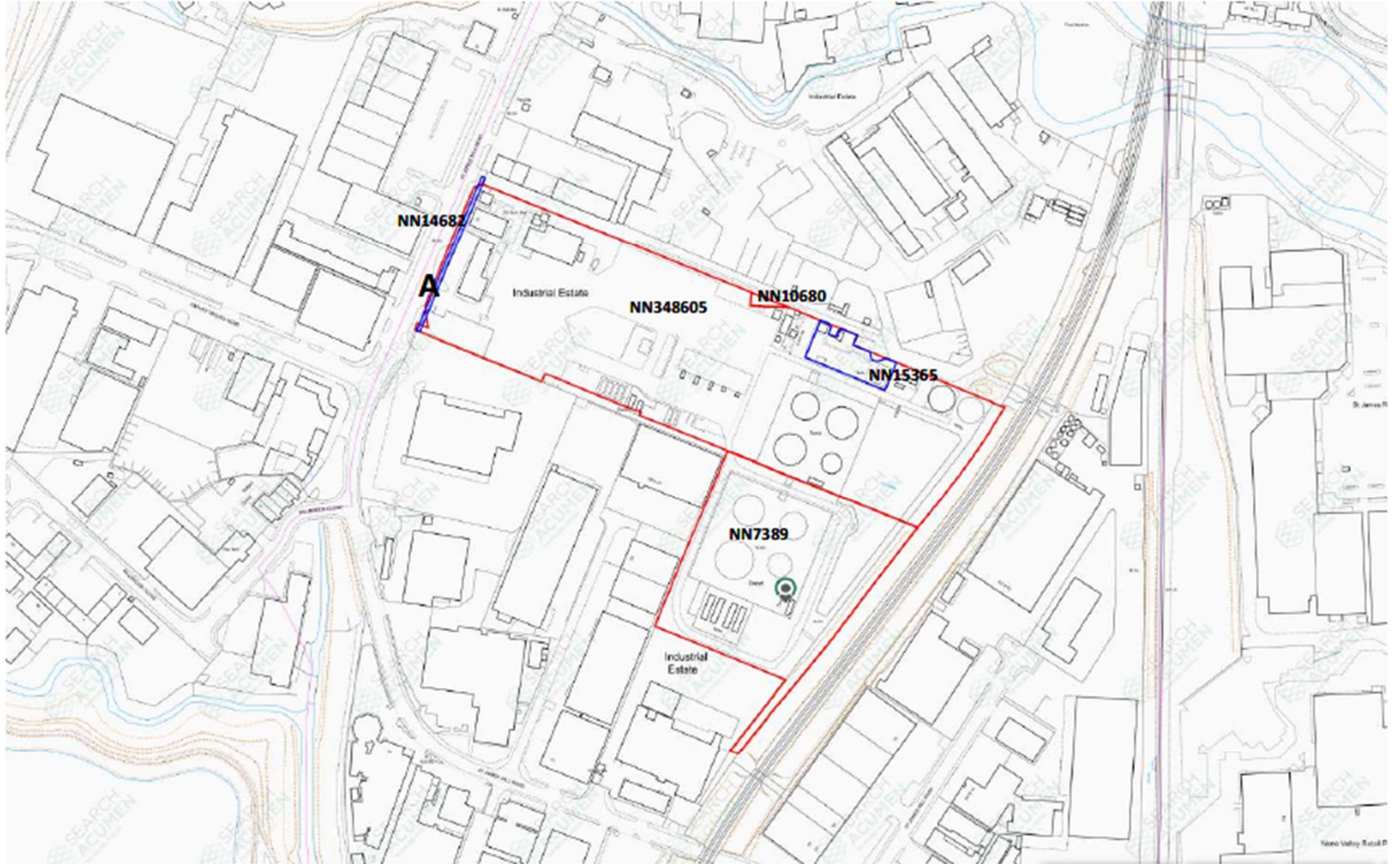
Title: STANLOW PLAN
Drawing No. 00878835 Revision 0
Issue Date: April 2022
Drawn: Allister Clark 26

Tranmere Plan

**Sublease
Title Number: MS680708**



Northampton Plan



Schedule 3

Stanlow Notice

Tranmere Notice

Northampton Notice

Stanlow Notice

HIGH COURT INJUNCTION

HIGH COURT ORDER, DATED [] (Claim no. PT-2022-000326)

On [], the High Court granted a continuation of a temporary injunction, relating to the land in the accompanying map, in force until [].

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the First, Second and Third Defendants in the Order.

This prevents, without consent:

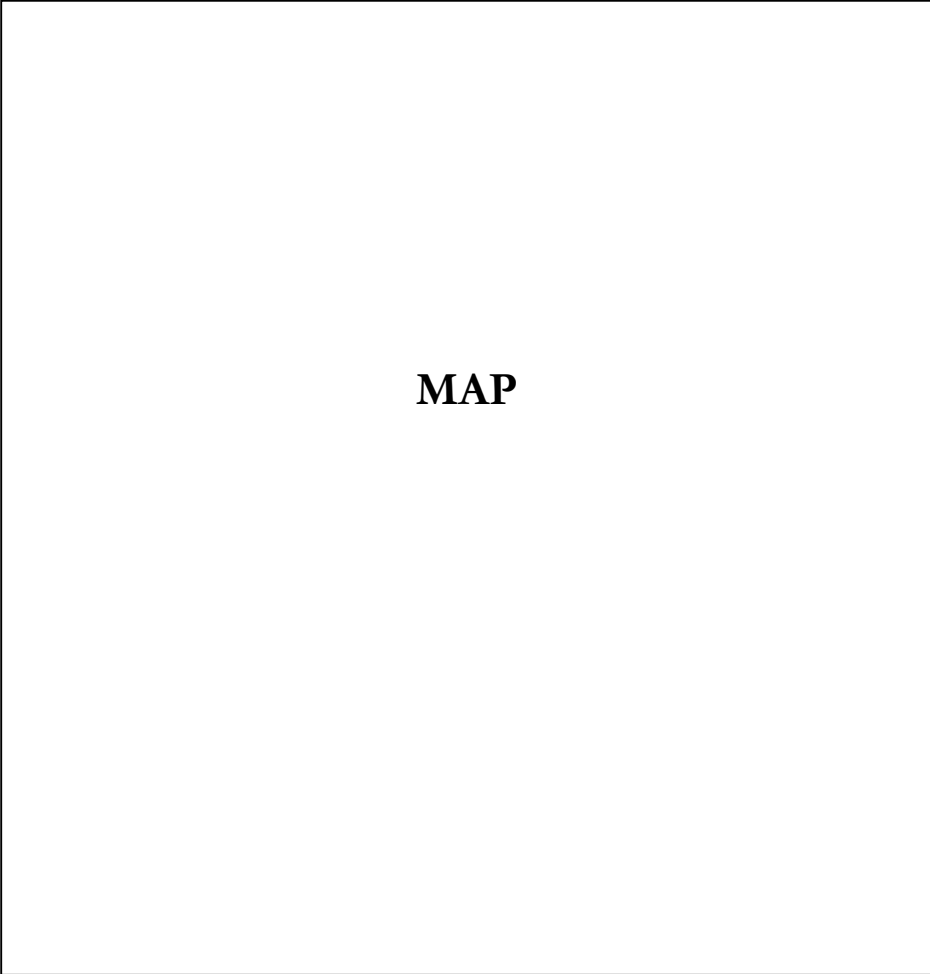
- Entering or remaining upon the land edged red (including those areas hatched blue but not those areas hatched orange) without the consent of Essar Oil (UK) Limited
- Obstructing or otherwise interfering with: access over and along the road shaded yellow; or, the entrances and exits marked “A”, “B” and “C”

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ROADS/ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading “Legal Proceedings”:

Claimants’ solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)



Tranmere Notice

HIGH COURT INJUNCTION

HIGH COURT ORDER, DATED [] (Claim no. PT-2022-000326)

On [], the High Court granted a continuation of a temporary injunction, relating to the land in the accompanying map, in force until [].

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Fourth and Fifth Defendants in the Order.

This prohibits, without consent:

- Entering or remaining upon the land edged blue without the Consent of Stanlow Terminals Limited
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading "Legal Proceedings":

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)

MAP

Northampton Notice

HIGH COURT INJUNCTION

HIGH COURT ORDER, DATED [] (Claim no. PT-2022-000326)

On [], the High Court granted a continuation of a temporary injunction, relating to the land in the accompanying map, in force until [].

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Sixth and Seventh Defendants in the Order.

This prevents, without consent:

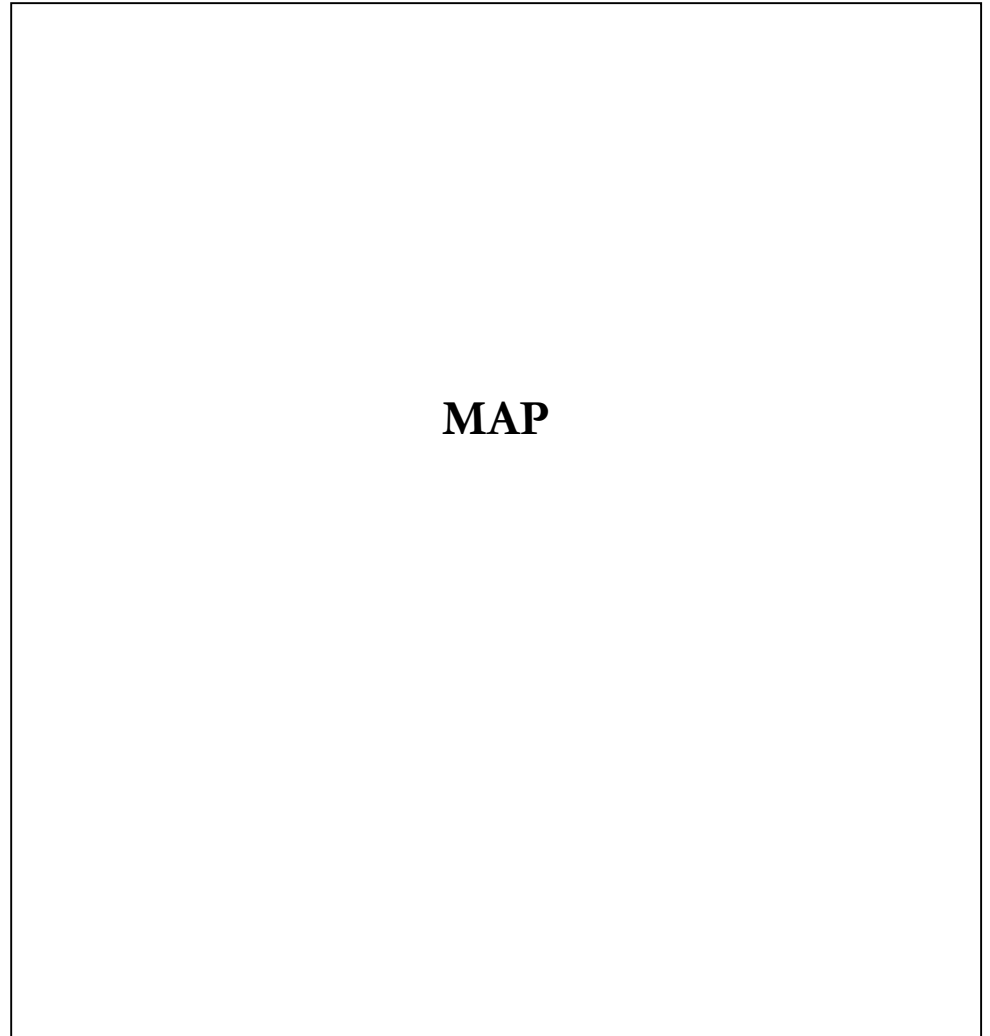
- Entering or remaining upon the land edged red (except those parts edged blue) without the consent of Infranorth Ltd
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading "Legal Proceedings":

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)



On behalf of: the Claimants
Made by: Jonathan Peter Barden
Exhibit: JB2
Made on: 4 May 2023

IN THE HIGH COURT OF JUSTICE **Claim No PT-2022-000326**

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'**
- (2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'**

- (3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'**
- (4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'**
- (5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**
- (6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**
- (7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON**

**NN5 5JN SHOWN MARKED WITH AN “A” ON THE
ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

SECOND WITNESS STATEMENT OF JONATHAN PETER BARDEN

I, **JONATHAN PETER BARDEN**, of Essar Oil (UK) Limited, The Administration Building 5th Floor, Stanlow Manufacturing Complex, Ellesmere Port, Cheshire, CH65 4HB will say:-

- 1 I am the Chief Operating Officer of Essar Oil (UK) Limited (“**Essar**”) and I confirm that I am duly authorised to make this Witness Statement on behalf of Essar and its subsidiaries in this claim.
- 2 Within Essar I am responsible for all aspects of the operations undertaken at Stanlow Oil Refinery and Tranmere Oil Terminal to ensure that the petrochemical refining processes and equipment operate efficiently and safely. My role gives me a broad overview of all aspects of Essar’s business, including those of its subsidiaries. I am aware of and qualified to comment on the potential impact on Essar’s business and its subsidiaries caused by operational interruptions.
- 3 This statement has been prepared following discussions with Essar’s solicitor and a review of protestor action against the oil and gas industry and the industry’s response (including injunctive action) since my First Witness Statement dated 19 April 2022.
- 4 The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.

- 5 There is now produced and shown to me a paginated bundle of true copy documents marked “**JB2**”. All references to documents in this statement are to **Exhibit JB2** unless otherwise stated.

Background

- 6 Paragraphs 9 to 33 of my First Witness Statement set out the details of oil refinery and oil terminal facilities which are owned by Essar and its relevant subsidiaries, being Stanlow Refinery, Northampton and Tranmere Terminals together with the terminal at Kingsbury in Tamworth which is owned and operated as a joint venture with Shell UK Limited (together the “**Sites**”). The ownership position in respect of the Sites as set out therein remains the same as at the date of this Witness Statement.
- 7 Paragraphs 44 to 52 of my First Witness Statement record details of the direct action which was being undertaken by groups known as Just Stop Oil and Extinction Rebellion at oil refinery and terminal facilities in England at the time of my statement.
- 8 Paragraphs 53-56 of my First Witness Statement set out the threat of direct action taking place at the Stanlow Refinery and the extra security precautions taken. Paragraphs 83-89 of my First Witness Statement set out the security precautions taken at the Northampton and Tranmere Terminals. Paragraphs 59-82 summarise my understanding of a number of incidents of direct action by “Just Stop Oil” and “Extinction Rebellion” which took place at the Kingsbury Terminal and Kingsbury Complex in March-April 2022.
- 9 Paragraphs 90-120 of my First Witness Statement set out the operational and financial impact that resulted from the risk of disruption by protestor action trespassing onto, or obstructing access to any one of the Sites.
- 10 In light of the real and imminent threat of direct action at the Sites and the potential consequences, the Claimants commenced these proceedings for an interim injunction to prevent persons unknown in connection with the 'Extinction Rebellion' and 'Just Stop Oil' campaigns, from entering or remaining on and from obstructing entrances and exits at Stanlow Refinery,

Northampton and Tranmere Terminals. As set out in paragraph 33 of my First Witness Statement, an injunction was not sought in respect of the Kingsbury in Tamworth Terminal as it was understood that separate legal proceedings seeking injunctive relief in relation to this Terminal were being pursued by Shell UK Limited and/or Warwickshire County Council.

- 11 On 21 April 2022, the Honourable Mrs Justice Bacon granted an interim injunction to prevent the Defendants from entering or remaining on or obstructing or interfering with access to the Stanlow Refinery, Northampton and Tranmere Terminals.
- 12 On 11 May 2022, at the return hearing, the Honourable Mr Justice Adam Johnson, extended this injunction until 11 May 2023.
- 13 I make this Witness Statement in supports of the Claimants' application to continue the injunction beyond 11 May 2023.

Injunctions against Protestor Action sought and obtained in 2022-2023

- 14 I am advised by our solicitors that there has been a significant volume of injunction applications in 2022-2023 by other operators in the oil and gas industry who, like the Claimants, have sought to prevent interference with their operations from unlawful direct action relating to protestor activity. The details of other successful injunction applications include:

Parties	Location	Case No.	Length of Injunction
Shell UK Oil Products Ltd v Persons Unknown	Various Shell-branded petrol stations	QB-2022-001420	12 months expiring 12 May 2023 Joint Application relating to all three Shell cases for extension to existing injunctions made on 30

			March 2023 and heard on 25 April 2023. Injunctions extended until 25 May 2023.
Valero Energy Ltd v Persons Unknown	Pembroke Refinery and Pembrokeshire Avonmouth, Cardiff, Plymouth, Kingsbury, Manchester Oil Terminals	QB-2022-000904	Extended in January 2023 for 12 months and three weeks
Esso Petroleum v (1) Breen and (2) Persons Unknown	Southampton-London Pipeline	QB-2022-002577	Extended in February 2023 pending judgment being handed down
Exolum Pipeline System and Others v Persons Unknown	Grays, Bramhall, Seal Sands, Misterton, Hallen, Thetford and Saffron Walden Oil Terminals	QB-2022-001142	Extended in January 2023 subject to a further review in February 2024
Shell International Petroleum Company Limited v Persons Unknown	Shell Centre Tower	QB-2022-001259	12-month injunction expired on 22 April 2023. Joint Application relating to all three Shell cases for extension to existing injunctions made on 30 March 2023

			and heard on 25 April 2023. Injunctions extended until 25 May 2023.
Shell UK Limited	Shell Haven Site	QB-2022-001241	12-month injunction expires on 27 April 2023. Joint Application relating to all three Shell cases for extension to existing injunctions made on 30 March 2023 and heard on 25 April 2023. Injunctions extended until 25 May 2023.

- 15 I am advised by our solicitors that there has also been injunctive action by National Highways Limited and local authorities in order to prevent protestor action obstructing roads and motorways within the immediate vicinity of oil refineries and terminals, including:

Parties	Location	Case No.	Length of Injunction
(1) Thurrock Council (2) Essex County Council v Madeline Adams and Others	Roads in the vicinity of Navigator Terminals; Thurrock Terminal; Purfleet Terminal; Grays Terminal and	KB-2022-001317	Until further order with provision for the Claimants to inform the Court within 28 days of the Supreme Court judgment in Case UKSC/2022/0046

	Canvey Island Terminal		
North Warwickshire County Council v David Baldwin and Others	Kingsbury Terminal	KB-2022-001236	Until further Order. An application was made by the Council in March 2023 to make directions for a final hearing to make a Final Order.
National Highways v Persons Unknown and Others	M25, M25 Feeder Roads and Kent Road	KB-2021-003576 KB-2021-003626 KB-2021-003737	12-month injunction expiring on 9 May 2023. An application for a continuation of the existing injunction, for a period of 12 months, was made on 13 April 2023 and heard on 24 April 2023. Judgment was reserved and will be handed down on 5 May 2023.
National Highways v Persons Unknown and Others	Activities involving gantries and other structures over under or adjacent to M25 motorway	KB-2021-004333	12-month injunction expiring 15 November 2023

Reasons for seeking the Injunction

16 In the conclusion to my First Witness Statement, I summarised the reasons for which the Claimants sought an injunction in these proceedings as follows:

16.1 Essar and its subsidiaries are required to comply with very strict health and safety regulations and there is a real risk of persons trespassing onto and entering any of the Sites being endangered or exposed to dangerous substances (as explained more fully at paragraphs 34-43 of my First Witness Statement).

16.2 The threat of protests being undertaken by Just Stop Oil and Extinction Rebellion presents a real risk of interference and disruption to Essar's business operations at the Sites. Essar retains a dedicated security team at the Stanlow Refinery and previously engaged a specialist enforcement firm (County Enforcement Limited), at a large financial cost to Essar, to deal with any protest action at the Sites.

16.3 In addition, Essar's security team are in constant dialogue with the local police force as regards monitoring current threats. I understand that police patrols were increased last summer in response to the threat of protest activity and were posted close to Essar's Northampton Terminal.

16.4 Direct action by protestors would inevitably impact on Essar's ability to continue to supply products, which are required in the public interest. In particular, the Stanlow Refinery provides over 16% of the total UK road transport fuels market annually (as explained more fully at paragraphs 93-95 of my First Witness Statement).

17 I confirm that the reasons set out above remain valid as at the date of this Witness Statement.

Continued Threat

18 I can confirm that fortunately since the injunction was granted on 21 April 2022 and extended on 11 May 2022, there have been no breaches of the

injunction in these proceedings. This is viewed by the Claimants as evidence of the effectiveness of the injunction.

19 The Claimants' position however is that the threat of protestor action remains and that further injunctive relief is required, if not there is a real risk that one or more of the Sites could be subject to substantial interference by protestors.

20 In support of this position and the Claimant's application to extend, I will address the following in the remainder of this Witness Statement:

20.1 Renewal of others' Injunction Applications and Breaches of Injunctions

20.2 The Threat to Oil Terminals and Refineries and the general Oil and Gas Industry

20.3 Continued General Protestor Activity

Renewal of Others' Injunction Applications and Breaches of Injunction

21 I firstly refer back to the tables set out above which evidence that other operators in the oil and gas industry have sought extensions to injunctions and these have been granted. Similarly, such extension applications are also being made by National Highways to continue to protect crucial associated road networks and judgment is due to be handed down on 5 May 2023.

22 These applications for extensions indicate that other key organisations within the oil and gas industry share the Claimants' view of the continued threat that the industry faces from protestor action and that the industry remains a target.

23 This is also evidenced by the fact that, whilst the Claimant has suffered no breaches of the injunction in these proceedings, other operators have done. Injunctions therefore remain an important tool to address such direct disruptive action.

24 In particular, I refer to the following breaches:

- 24.1 In July 2022, Extinction Rebellion led a protest outside Plymouth terminal in breach of the Order granted to Valero Energy Ltd (Claim No. QB-2022-000904, see paragraph 15 above).
- 24.2 In August 2022, a protestor dug a pit next to the M25 in Chertsey Surrey and spent 24 days in it, in breach of the Order granted to Esso Petroleum (Claim No. QB-2022-002577, see paragraph 15 above). On 6 September 2022, the protestor was jailed for 112 days.
- 24.3 On 24 August 2022, Just Stop Oil members sat on the road at Thurrock Motorway Services, Grays, Essex in breach of the Order granted to Thurrock Council and Essex County Council (Claim No. KB-2022-001317, see paragraph 15 above). The campaigners received suspended sentences on 18 November 2022.
- 24.4 On 14 September 2022, 14 Just Stop Oil protestors campaigned outside of Kingsbury Oil Terminal in breach of the Order granted to North Warwickshire County Council (Claim No. KB-2022-001236, see paragraph 15 above). On 21 September 2022, the protestors appeared in Birmingham County Court; one supporter was jailed, five were remanded and eight were given suspended sentences.
- 25 A collection of news articles reporting on the injunction breaches set out above are at pages 1-16 of **JB2**.

The Threat to Oil Terminals, Refineries and the Oil and Gas Industry

- 26 Following the grant of the injunction in these proceedings there has remained a threat to oil terminals and refineries across England and Wales and the general oil and gas industry. This is evidence by the following incidents:
- 26.1 On 19 July 2022, protestors gathered outside various Nottingham petrol stations calling for action on fossil fuels and a boycott from Nottingham residents using Shell and BP.

- 26.2 On 28 July 2022, Extinction Rebellion activists carried a coffin containing a world on fire to demonstrations at petrol stations in Leicestershire.
- 26.3 On 24 August 2022, Extinction Rebellion targeted the University of Cambridge's Chemistry department and a Shell petrol station; their actions included climbing the roof of the petrol station to hang a protest sign.
- 26.4 On 24 August 2022, protestors from an Extinction Rebellion affiliated group blocked Cobham and Clacket Lane service stations on the motorway smashing fuel pumps and forcing the stations to close with 20 arrests made.
- 26.5 On 26 August 2022, Just Stop Oil protestors blocked entrances to various central London petrol stations, glued themselves to pumps and vandalised signs with spray paint.
- 26.6 On 3 September 2022, Extinction Rebellion protestors gathered outside a Shell Garage in London Apsley lying under body sheets to represent those killed by climate change and others were dressed as Shell executives throwing cash around and spilling "oil" from a teapot.
- 26.7 On 25 April 2023, Extinction Rebellion protestors marched across London to demonstrate on the impact of fossil fuels including visiting the Shell Headquarters on the Southbank.
- 27 A collection of articles which provide an overview of the incidents described in the preceding paragraphs together with Twitter posts is attached at pages 17-45 of **JB2**.

Continued Protestor Activity

- 28 There has also been consistent and repeated protestor activity at other venues not directly used with the oil and gas industry but with a continued

message that such action is in protest to the industry. I refer to the following examples:

- 28.1 On 2 September 2022, climate protestors glued themselves to chairs around the Speaker's chair in the House of Commons and others locked themselves by their necks to railings outside Parliament in protest of the climate crisis.
- 28.2 On 14 October 2022, Just Stop Oil activists threw tomato soup over the Vincent Van Gogh Sunflowers at the National Gallery in London.
- 28.3 On 8 December 2022, the Aberdeen Energy Awards were gate-crashed by Extinction Rebellion and Just Stop Oil activists protesting against the 'greenwashing' of the Shell sponsored event.
- 28.4 On 28 February 2023, Extinction Rebellion and HS2 Rebellion disrupted the offices of law firm Eversheds Sutherland (International) LLP in Nottingham by gathering outside in hazmat suits and spraying fake oil at the premises. Similar action has been taken by protestors at the firm's other UK offices. This has included spray-painting 'Cut the Ties to Fossil Fuels' on the Birmingham premises, spraying oil and protestors gluing themselves to the Cardiff offices and demonstrating with white masks and fake blood outside of the London offices.
- 28.5 On 30 February 2023, Extinction Rebellion disrupted debates in the House of Lords of new protest laws and were escorted out of the public gallery.
- 28.6 On 25 March 2023, a Barclays Bank in Leeds city centre was sprayed with orange paint by protestors supporting Just Stop Oil who were demanding an end to fossil fuel lending by banks.
- 28.7 On 10 April 2023, Just Stop Oil supporters were arrested at the Herbert Museum in Coventry when demanding action by employees and directors of UK cultural institutions against the government's policies and plans for over 100 new fossil fuel projects.

28.8 On 17 April 2023, at the World Snooker Championship, supporters of Just Stop Oil climbed onto the snooker tables and threw paint, calling on sporting institutions to join in the resistance against new UK fossil fuel projects.

29 A collection of articles which provide an overview of the incidents described in the preceding paragraphs and further Twitter posts are attached at pages 46-82 of **JB2**.

Current Position of Just Stop Oil and Extinction Rebellion

30 The evidence in this Witness Statement demonstrates the continued protestor activity by Just Stop Oil and that the group remains committed to causing disruption to the oil and gas industry.

31 This is also the case for Extinction Rebellion. Further, whilst it was stated by the group on 1 January 2023 that it was making “*a controversial resolution to temporarily shift away from public disruption as a primary tactic*” (emphasis added), it confirmed that it must still be “*radical in [its] response*” and “*determined in [its] efforts to address the climate and ecological emergency.*” A full copy of the statement is at pages 83-84 of **JB2**.

32 As such, the Claimant’s position is that action from both groups remains an ongoing threat to the Sites.

Conclusion

33 As evidenced in this Witness Statement, the Claimant’s position is that protestors are committed to disruptive direct action against the oil and gas industry, including the Claimant’s activities at the Sites. Accordingly, an extension to the current injunction in these proceedings is sought.

34 The current injunction has been effective in deterring incidents of trespass or other unlawful activity at any of the Sites and that protection is required to be retained in order to avoid exposure to any direct action by Just Stop Oil or Extinction Rebellion groups going forward.

35 I therefore support the application for an order for further injunctive relief
injunction in these proceedings to be made.

Statement of Truth

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

Signed:



Dated: 4 May 2023

Jonathan Peter Barden

On behalf of: the Claimants
Made by: Jonathan Peter Barden
Exhibit: JB2
Made on: 4 May 2023

CLAIM NO PT-2022-000326

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND
AND WALES
PROPERTY TRUSTS AND PROBATE LIST
BETWEEN:**

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS
LIMITED**
- (3) INFRANORTH 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
FIRST CLAIMANT'S CONSENT,
ON THE FIRST CLAIMANT'S
LAND AT STANLOW
MANUFACTURING COMPLEX,
ELLESMERE PORT, CH65 4HB
SHOWN EDGED RED (SAVE
FOR THE AREAS HATCHED
BLUE AND ORANGE) ON THE
ATTACHED 'STANLOW PLAN'**

**(2) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN
OBSTRUCT OR OTHERWISE
INTERFERE WITH THE FIRST
CLAIMANT'S ACCESS OVER
AND ALONG THE ROAD
SECTION SHOWN SHADED**

**YELLOW ON THE ATTACHED
'STANLOW PLAN'**

**(3) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB, WHICH ARE SHOWN
MARKED "A", "B" and "C" ON
THE ATTACHED 'STANLOW
PLAN'**

**(4) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER
OR REMAIN, WITHOUT THE
SECOND CLAIMANT'S
CONSENT, ON THE SECOND
CLAIMANT'S LAND AT (A)
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB SHOWN HATCHED
BLUE ON THE ATTACHED
'STANLOW PLAN' (B)
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
WHICH IS SHOWN MARKED "A"
ON THE 'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER
OR REMAIN, WITHOUT THE
THIRD CLAIMANT'S CONSENT,**

**ON THE THIRD CLAIMANT'S
LAND AT NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN EDGED RED (SAVE
FOR THE AREAS EDGED BLUE)
ON THE ATTACHED
'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCES OR EXITS TO
NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN MARKED WITH AN
"A" ON THE ATTACHED
'NORTHAMPTON PLAN'**

Defendants

**SECOND WITNESS STATEMENT OF
JONATHAN PETER BARDEN**

**Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
Tel: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001
Ref: DH4/ESS.36-23**

Solicitors for the Claimants

On behalf of: the Claimants
Made by: Jonathan Peter Barden
Exhibit: JB2
Made on: 4 May 2023

IN THE HIGH COURT OF JUSTICE

Claim No PT-2022-000326

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

**(1) ESSAR OIL (UK) LIMITED
(2) STANLOW TERMINALS LIMITED
(3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'

014-5809-68771/EUROPE

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'

(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'

(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'

(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'

Defendants

EXHIBIT JB2

This is the exhibit marked "JB2" referred to in the Second Witness Statement of Jonathan Peter Barden dated 4 May 2023.

Signed:

Jonathan Peter Barden

014-5809-6877/1/EUROPE

BBC News Article dated 18 November 2022

Essex oil protesters sentenced over injunction breach

18 November 2022



PA MEDIA

Campaigners Dr Patrick Hart, Ruth Cook, Joy Corrigan, and Stephen Jarvis, all received a suspended prison sentence after breaching a High Court injunction by blocking access to a petrol station during a Just Stop Oil protest

Five climate activists have received suspended prison sentences after breaching a High Court injunction by blocking access to a petrol station.

The Just Stop Oil members sat on the road at Thurrock Motorway Services in Grays, Essex, on 24 August.

They all admitted breaking terms of a civil order granted to Thurrock Council and Essex County Council in May.

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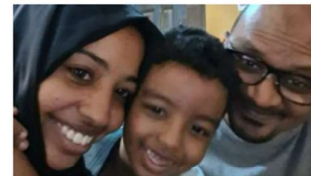
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'How gangsters became my...

At a hearing in London, Mr Justice Bourne said the case involved a "deliberate flouting of a court order".

He said the harm caused was "not lessened" by protesters having "conscientious motives".



PA MEDIA
George Oakenfold, 78, also received a suspended prison sentence

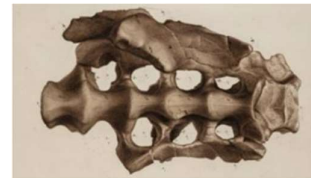
Ruth Cook, 70, Joy Corrigan, 71, Stephen Jarvis, 66, and George Oakenfold, 78, were all handed a four-week sentence, suspended for two years, on condition they did not breach injunctions again.

Dr Patrick Hart, 36, received a sentence of four months, suspended for two years on condition he committed no further breaches, and was also ordered to pay a £2,000 fine.

The NHS GP had also caused thousands of pounds worth of damage to 16 pumps with a hammer and by spraying them with orange paint and "obstructed or otherwise interfered with the refuelling of vehicles".

The local authorities **secured the injunction in May** to "restrain unlawful acts of protest" in their areas, including forbidding blocking of any petrol station

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Ukraine rapidly expanding its 'Army of Drones'



The local authorities **secured the injunction in May** to "restrain unlawful acts of protest" in their areas, including forbidding blocking of any petrol station and interfering with deliveries or refuelling, the court was told.

Barrister Natalie Pratt, for the councils, said in written submissions that protesters, part of a larger group of 11 people, had "blocked, slowed down, obstructed or otherwise interfered with vehicular access" at the Esso petrol station between about 05:18 and 06:56 BST.

She said the councils did "not doubt the sincerity" of the activists' beliefs, but argued their "pre-meditated, intentional, and wilful" breaches had caused harm.

The cost of repairing pumps was £9,376.27, Ms Pratt said, adding that the forecourt was not fully operational until 18:00 BST the next day and the temporary closure led to lost profits of £1,146.06.

The protesters, who were unrepresented by lawyers, told the judge they felt it was their duty to highlight the risks of climate change through protest.

The judge said he accepted the protesters' assurances they would not breach the injunction again, and said he took their "good character" and "open and candid approach to the court" into account when suspending their sentences.

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Just Stop Oil Article dated 22 September 2022

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“I have no regrets, I offer no apology and I will breach the injunction again”: GP jailed for peaceful civil resistance

Press / September 22, 2022

One Just Stop Oil supporter who appeared in a Birmingham court yesterday was jailed, five were remanded and another eight were given suspended sentences for sitting peacefully outside the Kingsbury Oil Terminal to demand an end to new oil and gas projects in the UK. [1][2]

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The 14 Just Stop Oil supporters who appeared before Her Honour Judge Kelly at Queen Elizabeth Court in Birmingham on Wednesday, were accused of **breaking the North Warwickshire injunction on 14th September**. The private injunction appears designed to help the state protect the profits of the oil industry by effectively outlawing any protest activity near the Kingsbury Oil Terminal. [3] [4]

Sarah Benn, 55, a GP from the West Midlands was sentenced to 32 days in prison, after being found guilty of her third breach of the injunction. She will serve at least half of that time. She has already served 8 days in prison earlier this year after breaching the Warwickshire injunction in May. [5]

Sarah's testimony to the court began with the words:

"I have no regrets. I offer no apology and I will breach the injunction again."

5 Just Stop Oil supporters – Sheila Shatford, Charlotte Kirin, Mary Adams, Michelle Charlesworth, Tez Burns – contested the allegation, refused to recognise the authority of the court, or asked for more time to consider the allegations and were remanded in custody until Friday or Monday.

A further 8 Just Stop Oil supporters – Richard Morgan, Holly Exley, Steven Gingall, Mark Latimer, Darcy Mitchell, George Oakenfold, Anthony Whitehouse and Chloe Naldrett – were given sentences of 23 days, suspended for 2 years plus individual costs of up to £380.

Richard Morgan, 45, an electrician and town councillor from Bridgewater said:

"I have a 1st class degree in ocean science and my dissertation was on climate change. I am a renewable energy engineer. I am a town councillor on the climate emergency portfolio. I am doing everything I can to address the climate and ecological emergency through every means available to me, but I have exhausted

First Name *

Mobile Number *, 074 

I'm happy to get occasional texts and calls about specific actions or about events I've signed up to.

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SUBMIT

Opt in to email updates from Just Stop Oil

https://juststopoil.org/2022/09/22/i-have-no-regrets-i-offer-no-apology-and-i-will-breach-the-injunction-again-gp-jailed-for-peaceful-civil-resistance/

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"It is hard to get your head round the urgency and magnitude of the climate emergency. It's easier to ignore it or passively accept things as they are. This is so understandable, but we can, even at this late stage, turn things round. History has taught us that sustained, non violent civil disruption is the most effective way of forcing the government to change its plans. Standing shoulder to shoulder as one we are strong and we will win. It starts with one little step – sign up to Just Stop Oil and join us on the streets in October".

Speaking before taking action last week, Tez Burns 34, a bicycle mechanic from Swansea said:

"Civil resistance is our best chance of ending the cost of living crisis and the climate crisis, everything else has been tried and failed. It is the best use of our time and energy if we want change to happen.

"Rather than wasting billions subsidising the rising cost of energy and putting more money in the pockets of the oil companies, the government should be protecting the citizens of this country by investing in renewable energy and insulating our homes. The cost of living crisis will end when we end our dependence on oil. There must be no new fossil fuels."

The 10 were the second group to appear in court from among 51 Just Stop Oil supporters remanded to prison last Friday after they had refused to comply with court proceedings and informed the court that they would break the injunction again. A further group of 14 Just Stop Oil supporters will appear in the Birmingham court today. [6] [7] [8]

Last week there were 56 ordinary people in prison for resisting new oil and gas projects, after two days of court appearances today that number falls to 37. [9]

Since April 1st when supporters of Just Stop Oil first began blocking oil terminals there have been over 1350 arrests.

1:39 PM 4/26/2023

⚠ Alert! March with us at 7am every weekday and 12pm Saturdays at Parliament Square. Don't be late! ⚠

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As the government doubles down on fossil fuel energy by "ramping up supply" and breaks its manifesto commitment on fracking, Just Stop Oil supporters will continue to take nonviolent direct action to demand an end to this genocidal death project. We accept the consequences of our actions and we don't need you to feel sorry for us, we need you to step up and join us.

This is the moment to come together and resist. We are not prepared to just watch while they destroy everything we love. We're done with begging. Voting has changed nothing. 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? If we all come together we can do this. We can Just Stop Oil. Join us from October 1st in Westminster.

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/>

BBC News Article dated 6 September 2022

Chertsey protest: Climate activist jailed for flouting injunction

6 September 2022



WOLF

Breen dug a hole and occupied it in an attempt to disrupt the build of an aviation fuel pipeline

A climate activist who occupied a tunnel to disrupt the building of a fuel pipeline has been jailed for flouting a High Court injunction.

Scott Breen, 48, **dug a pit next to the M25 at Chertsey in Surrey** as part of a protest against Esso's Southampton to London Pipeline project.

The 48-year-old, nicknamed "Digger", admitted breaching the court order.

He was jailed for 112 days by a High Court judge following a hearing at the Royal Courts of Justice on Tuesday.

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LIVE First plane carrying Sudan evacuees lands in UK

'UK was slower but still they saved us from Sudan'

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Features



'We had to leave my elderly mum behind in Sudan'



'How gangsters became my unlikely support group'

Royal Courts of Justice on Tuesday.

Esso Petroleum Company Limited, owned by ExxonMobil, was granted an interim injunction against Breen and "persons unknown" at a hearing last month.

'Mischief'

It included a requirement that Breen leave his pit within 72 hours of the order being served on him.

In his ruling, Mr Justice Ritchie said Breen had been "arrogant, dismissive" and "sought to cause chaos" by failing to engage with the injunction.

"The defendant's approach to the court order was to flout it continuously," the judge said.

Timothy Morshead QC, representing Esso, told the judge that "nothing less than an immediate custodial sentence will meet the mischief in this case".

Breen's barrister, Annabel Timan, said her client apologised, "fully accepts that he was in breach" and would "undertake not to engage in any further incursions on the land".

Mr Justice Ritchie said: "There is nothing wrong with protesting, and it's the right of citizens of England and Wales to do so, but they must do so within the law."

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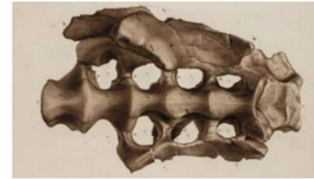
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Radio Exe Article dated 18 July 2022



Home > News & Sport > Local News > Climate activists target Plymouth fuel depot

Climate activists target Plymouth fuel depot

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Monday, July 18th, 2022 7:59am

By Radio Exe News



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Real Thing



Fuelled by anger (image courtesy: Extinction Rebellion Plymouth)

Extinction Rebellion breaks injunction

A group of anti-oil activists have broken a court injunction to protest outside a fuel terminal in Plymouth.

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Dismiss

Extinction Rebellion have made a name for stunts and demonstrations to highlight climate change.

At temperatures soar ahead of an amber weather warning for heat in Devon, around 120 campaigners protested at a depot owned by a company called Valero, a large US oil company.

Extinction Rebellion Plymouth, say a large colourful procession including a sea serpent and a samba band marched from the Guildhall to the fuel depot, despite a High Court injunction that limits protests in the vicinity of Valero properties.

The injunction means activists arrested on the premises could be found guilty of contempt of court, a serious charge.

Extinction Rebellion's Tim Spell claimed Valero's profits had greatly increased as prices soared, with benefits to American shareholders, while people struggle with escalating bills.

The activists also say that it is incompatible for the self-styled 'Ocean City' to host a company that is responsible for sea level rise and pollution of the oceans.

Extinction Rebellion speaker Gay said 'The more we know about this ocean the more we love it...our lives depend on it staying in balance...I want to say to Valero, it's time to change...join us in protecting this miraculous ocean, this incredible earth.'

Fuel prices have soared since Russia's invasion of Ukraine. Russia is a big exporter of gas, which has pushed those prices up, and increased reliance on other energy forms.

Some people argue that blocking fuel depots could lead to further shortages, higher prices and, in turn, increased taxes and profits.



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Just Stop Oil protests: Protesters breach Kingsbury Oil terminal injunction

26 April 2022

Climate change



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Just Stop Oil protesters outside the Kingsbury Oil Terminal

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Just Stop Oil protesters outside the Kingsbury Oil Terminal

A number of activists have been arrested after breaching an injunction outside an oil terminal in Tamworth.

Members of the Just Stop Oil group blocked access to the Kingsbury Oil Terminal from 07:30 BST on Tuesday.

A new High Court injunction in the area grants police "enhanced powers to prevent and disrupt any unlawful activity".

Warwickshire Police said it had detained 16 people following the demonstration.



Warwickshire Police has said a number of arrests have been made

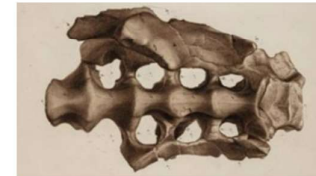
A breach of the injunction, granted by North Warwickshire Borough Council on 14 April, carries a maximum penalty of two years in prison.

Activists aged between 23 and 75 years old have been arrested on suspicion of obstructing the highway.

The force has advised against protest activity in Kingsbury and said officers



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obstructing the highway.

The force has advised against protest activity in Kingsbury and said officers will "take action".

"A number of arrests have been made this morning and our priority continues to be to minimise any disruption to the community and the local road networks, while ensuring the terminal can go about its day-to-day operational activity", said assistant chief constable Dave Gardner.



VLAD MOROZOV

Activists arrived at the site from 07:30BST

Activists are demanding an end to new oil and gas projects.

Campaigner Amy Pritchard, 37, said: "If my imprisonment helps wake people up to the seriousness of the situation, it's worth it."

The care worker added: "No new oil and gas is not a controversial demand. I want to have children and I want them to have a future."

In recent weeks more than 200 activists have been arrested during demonstrations.



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In recent weeks more than 200 activists have been arrested during demonstrations.

Members of Just Stop Oil and Extinction Rebellion obstructed 10 fuel sites in the Midlands and southern England in the early hours of 1 April to stand against "expanding UK oil and gas production".

Protesters glued themselves on to roads and locked on to oil drums and each other.

Last week, police found a tunnel next to the Kingsbury depot following weeks of protests.

The **underground structure was discovered on 22 April** in the Trinity Road area, Warwickshire Police said.

Five people were arrested on suspicion of criminal damage in connection with the tunnel.

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Watford Observer Article dated 4 September 2022

Extinction Rebellion protesters gather outside Shell in Apsley

4th September 2022

ENVIRONMENT



Extinction Rebellion protesters outside the Shell garage in Apsley. Credit: XR



By Joseph Reaidi
Reporter
@Reaidi_

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Extinction Rebellion protesters held a climate protest with demonstrators lying under body sheets outside a petrol station.

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The demonstrators had their feet toe tagged with named victims that the group says were "killed by climate change".



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Ten activists from the Dacorum group gathered outside the Shell garage in London Road, Apsley today (September 3) and had other demonstrative acts to show their stance against climate change.



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Two people were dressed as Shell executives in a tea party, throwing cash around and spilling "oil" from a teapot.

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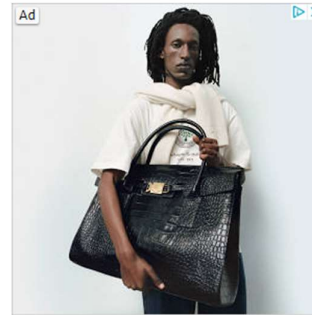


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Protesters were outside the Shell garage in Apsley

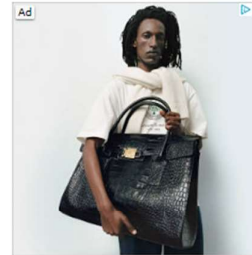
A letter was handed to the manager of the petrol station.

Raeeka Yassaie, from the group, said that there should be no new fossil fuel projects if the government aims to reduce emissions and added "it's a mistake we can't afford to make".

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Guardian Article dated 26 August 2022



Just Stop Oil

This article is more than 7 months old

Just Stop Oil protesters blockade central London petrol stations

Environmental activists stage sit-down protests, blocking entrances and gluing themselves to pumps

Damien Gayle

@damiengayle
Fri 26 Aug 2022 09:19 BST



Two women carrying a banner walk past other protesters at a BP petrol station in west London on Friday morning. Photograph: Leon Neal/Getty Images

Environmental protesters have taken action at petrol stations in central London

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Two women carrying a banner walk past other protesters at a BP petrol station in west London on Friday morning. Photograph: Leon Neal/Getty Images

Environmental protesters have taken action at petrol stations in central London, vandalising pumps, blockading entrances and spray painting “no new oil” across signs.

The **Just Stop Oil** campaign said 51 of its supporters took part in the demonstrations at seven petrol stations on Friday morning. Some groups staged sit-down protests at entrances or glued themselves to pumps, while others moved from station to station damaging pumps.

“Today’s action was timed to coincide with the announcement by Ofgem of a massive increase in electricity bills for October, which will push millions more into poverty, forced to choose between heating and eating,” the group said.

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Friday’s protests were the third day of actions taken by supporters of Just Stop Oil this week, after it took a hiatus over the summer. The group says it is building up towards mass blockades of Westminster in October.

The Metropolitan police tweeted: “Protesters have targeted a number of petrol stations this morning, causing disruption [and] damaging pumps. Officers are at each of the targeted locations, we have made a number of arrests [and] specialist teams are removing those who are glued to pumps.”

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Phoebe Frewer, from Brighton, was among nine protesters blocking access to a BP garage on Western Avenue at about 6.30am. Electronic displays on the pumps were smashed and spray painted, the station's signage graffitied, and police were parked nearby with blue lights flashing. One activist was arrested and taken away, according to others on the scene.

"We have picked this location because it is in the 99th percentile of the worst pollution in the UK," Frewer, 20, said. "There's a study by Imperial College London in 2019 and they basically said that every year on average about 4,000 die from air pollution in London alone.

"That equates to about 11 deaths a day. That's why we're here at this location specifically."



A woman sprays a message reading 'no new oil' on a sign outside a BP petrol station during the Just Stop Oil protest on Friday. Photograph: Leon Neal/Getty Images

Selma Heimedinger, 22, from Hampshire, sat nearby glued to the hose of a smashed petrol pump, with two other protesters. She told the Guardian: "We are taking action here today because oil is killing people now around the world and in the UK, and the government thinks it's OK to go ahead with 40 new oil and gas licences.

"We have eight years to do a transition to renewable energy and all the

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A woman sprays a message reading 'no new oil' on a sign outside a petrol station during the Just Stop Oil protest on Friday. Photograph: Leon Neal/Getty Images

Selma Heimedinger, 22, from Hampshire, sat nearby glued to the hose of a smashed petrol pump, with two other protesters. She told the Guardian: "We are taking action here today because oil is killing people now around the world and in the UK, and the government thinks it's OK to go ahead with 40 new oil and gas licences."

"We have eight years to do a transition to renewable energy and all the science tells us we can have no new fossil fuels, and yet the government thinks it is OK to plough on as if everything is OK."

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Just Stop Oil began its renewed campaign of direct action on Tuesday, with blockades of major oil terminals in Essex and Warwickshire, followed by actions at service stations on the M25 motorway on Wednesday.

Actions on Thursday were called off due to heavy rain. Some protesters remain in tunnels beneath two access roads to Essex oil terminals, one of which has been closed while the other remains open.

The campaign started on 1 April, and its supporters have vowed to continue to take action until the government agrees to a moratorium on all new oil and gas extraction projects.

Just Stop Oil said: "This is the moment to come together and resist. We are not prepared to just watch while they destroy everything we love. We're done with begging. Voting has changed nothing. We are going to stop new oil whether those in power agree or not."

Surrey Live Article date 24 August 2022

News > Surrey News > M25

M25 protesters smash up fuel pumps at service stations as 20 arrested

Just Stop Oil has vowed to continue the disruption unless the government releases a statement

NEWS By [Matt Strudwick](#) Content editor
10:41, 24 AUG 2022 | UPDATED 14:59, 24 AUG 2022

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Twenty protesters have been arrested after fuel pumps at two M25 service stations in Surrey were smashed, causing them to close and stopping motorists from filling up their vehicles. A video posted by environmental protest group Just Stop Oil showed members using hammers and spray paint.

Some 32 protesters from the [Extinction Rebellion-affiliated](#) group blocked the [Cobham](#) and [Clacket Lane](#) service stations on the [motorway](#) in the early hours of Wednesday (August 24). They could be seen sitting on the road displaying banners as part of their campaign demanding the government halts new oil and gas projects in the UK.

Others glued themselves to the forecourts. There was [no fuel](#) available on both sides of the motorway at Clacket Lane and at Cobham Services with the petrol stations forced to close. [Surrey Police](#) tweeted an update at around 9.35am to say that fuel was now available at some pumps at Cobham, although Clacket Lane still remained closed.

READ MORE: [Protesters use hammers to smash fuel pumps at M25 service stations](#) - LIVE

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The county's police force said in total 20 people had been arrested on suspicion of criminal damage

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The county's police force said in total 20 people had been arrested on suspicion of criminal damage - eight at Cobham and 12 at Clacket Lane - and had been taken into custody for questioning. The latest tweet from Surrey Police reads: "Cobham services petrol station has now reopened after officers removed all protestors from the site. Fuel is available from some pumps, although others remain unusable due to the damage."

[Just Stop Oil protesters](#) also blocked Thurrock services in Essex and have vowed to continue the disruption until the government releases a statement that it will end new gas and oil projects. The activists said the protests would "put further pressure on petrol and diesel supplies for the south-east ahead of the [August Bank Holiday weekend](#)" as "these were halted from the Navigator and Grays depots in Essex and the Kingsbury terminal in Warwickshire" on Tuesday (August 23).

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A series of tunnels have been constructed and occupied by Just Stop Oil under access roads to the depots which caused highway closures and the disruption of supplies, they said. Grandmother-of-three Joy Corrigan was one of the protesters at the service stations on Wednesday. The 73-year-old said: "I am sick with worry about how today's children will survive. Every day I see more and more examples of climate change and the frequency is accelerating. Government get your bloody finger out. We need action today not tomorrow."

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Student Sophie Sharples, from Brighton, said: "It's said that each generation must discover its mission, and fulfil it, or betray it. Ending fossil fuel consumption must be ours." The 22-year-old added: "We have such a short window of time to act to avoid the complete destruction of all we know and love. For all life, and for the love of humanity, I have to do everything I can, and with my privilege, I am able to face arrest, so I will."

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XR protester climbs atop petrol station in Cambridge University and Shell fossil fuel protest

They are taking action against the government's approval of Shell's Jackdaw gas project

NEWS By **Matthew Senior** 15:28, 24 AUG 2022

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NEWS By **Matthew Senior**
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A banner was hung from the top of the Shell garage (Image: Cambridge News)

In their latest round of action, Extinction Rebellion protesters targeted the University of Cambridge's chemistry department and a Shell petrol station in Cambridge this morning, August 24. It came as part of a national week of action against the government-approved Jackdaw gas field, with one protester even taking to the roof of the Shell petrol station in protest.

Activists presented a range of leaflets, stickers, placards and banners, in order to draw attention to the department's ties to the fossil fuel industry. They also showed research on Shell, who own the project for the field in the North Sea, with one protester climbing atop the Newnham petrol station to hang their slogan banner.

XR are demanding that the Department of Chemistry ends all research into fossil fuel extraction and cuts financial ties with fossil fuel companies. They also demand that the UK government stops approving new oil and gas projects and transitions to renewable energy.

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Jenny, one of the protestors, said, "I studied here, and was proud to do so. But now I am ashamed. The climate science is clear: no more fossil fuels.

"But what is this Department doing? They are taking money from Shell to research into how they can extract yet more fossil fuels. It's unbelievable!

"Planet-killing projects like Jackdaw depend on the complicity of scientists and academic institutions, and that includes the Chemistry Department – that is why we are here today."

Another protestor said, "It is morally repulsive to deepen the climate crisis by investing in new fossil fuel extraction, especially when we need clean, affordable energy in the face of the cost of living crisis."

Take a look at the photos from today's protest down below:



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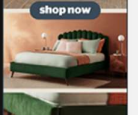

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Member of Extinction Rebellion outside Shell petrol station on Newnham Road
(Image: Cambridge News)

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Protestors were holding up signs protesting the government's approval of the project

(Image: Cambridge News)

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A banner was hung from the top of the petrol station

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4 of 10
Many leaflets were handed out on the day

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Leicestershire Live Article dated 28 July 2022

https://www.leicestermercury.co.uk/news/leicester-news/extinction-rebellion-protesters-carry-coffin-7392485

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Live updates as Extinction Rebellion protesters carry coffin to demonstrations at Leicester petrol stations

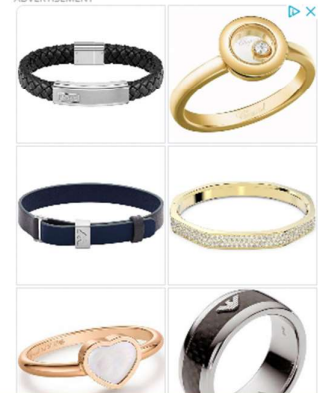
The protesters are calling for a boycott of Shell and BP


By [Corey Bedford](#)
UPDATED 16:27, 28 JUL 2022

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Extinction Rebellion activists have began their protests at petrol stations in Leicestershire - targeting a BP garage, in the city's Melton Road.

The [environmental campaign group](#) said yesterday that its supporters would target Shell and BP petrol stations across the county, calling for people to "wake up" and stand against large oil companies. Protestors wearing BP masks carried a coffin marked 'Our future' to the petrol station, in the [Rushey Mead](#) area of Leicester, this morning.

A drawing of the world on fire was inside the coffin while protesters wore Extinction Rebellion T-shirts and banged drums to underline their call for a boycott of Shell and BP. One man, holding a sign which said 'Honk 4 Climate Action' to urge passing motorists to show their support.

READ MORE: [Tinderbox Leicestershire as 'scary' record temperature set, fires break out and streets and parks left deserted](#)

He told [LeicestershireLive](#): "Increasingly [drivers] are supporting us. I reckon we have 30 to 40 per cent of drivers who are honking. People realise that [climate change](#) is happening here, now, not just on the other side of the world, and we need to make action quickly."

Previously, the group said in a statement: "With extreme weather events and temperatures beating records across the world in 2022, is this now the time people will wake up to what we are facing and do something? We know who is to blame, so we need to act and ring the alarm.






"Extinction Rebellion will be holding protests at selected Leicestershire petrol stations to encourage residents to boycott both Shell and BP. Things have to change and fast - boycotting and protesting are the options we as individuals can take, but it's those in power who need to take greater action."

On Tuesday last week temperatures reached 40.3C in neighbouring Lincolnshire, while in Leicestershire the highest figure officially recorded - at Market Bosworth - was 39.2C, which was 4.7C higher than the record of 34.5C, which had stood since July 25, 2019.

Last week's heat led to several grass fires, [including a large one near Bradgate Park](#) that was fought for several hours by firefighters from across the county. The number of incidents led to the fire service declaring a ["major incident"](#).

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Nottinghamshire Live Article dated 19 July 2022

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News > Nottingham News > Nottingham City Centre

Extinction Rebellion campaigners protest outside Nottingham petrol station

It's the second Extinction Rebellion protest to take place in as many days

NEWS By Jake Brigstock
12:13, 19 JUL 2022 | UPDATED 12:15, 19 JUL 2022

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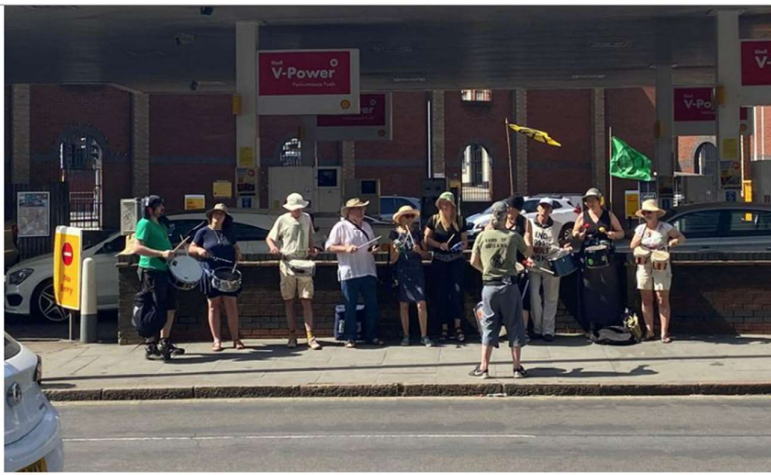
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Protestors outside the Shell garage on Huntingdon Street Campaigners protest outside another Nottingham petrol station for second day in a row July 19 2022 (Image: Caroline Barry / Nottinghamshire Live) (Image: Caroline Barry / Nottinghamshire Live)

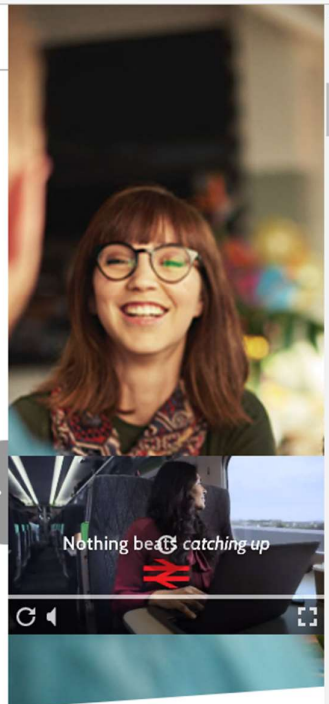
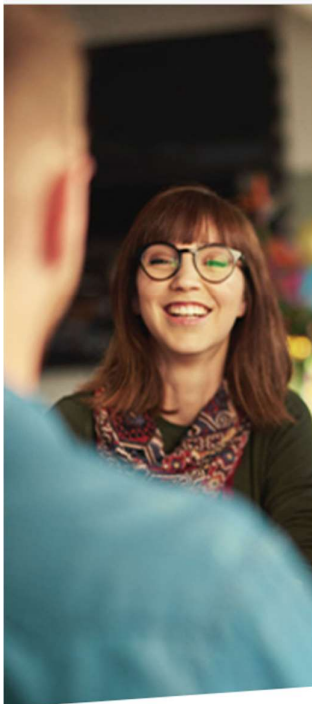
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Protestors have gathered outside a Nottinghamshire petrol station for the second day in a row as they call for action on fossil fuels. Extinction Rebellion members were outside the Shell Garage in Huntingdon Street on Tuesday, July 19, as part of an action against the firm and fellow petroleum giant, BP.

On Monday, July 18, there was a group of protestors outside the BP garage on Mansfield Road, on the Sherwood and Daybrook boundary. Further protests are expected at different petrol stations, according to what protestors have said before.

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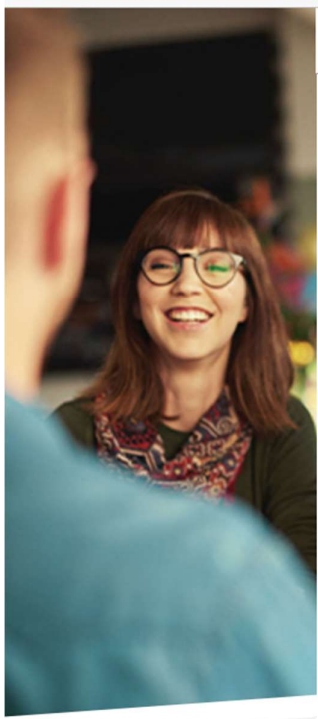
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Speaking at the scene of the protest on Mansfield Road on Monday, group spokesperson Ettiene Stott, 43, from [The Meadows](#) who is also an Olympic gold medallist in canoe slalom, said: "We are showing that ordinary people can stand up to the fossil fuel industry and make a difference. I think more and more people are receptive to the climate emergency and more and more people know our government is not doing enough."

One motorist, Eric Mooney, who was filling up a company car, said he appreciated the work the protesters were doing. "I wouldn't be filling up here unless I had to," he said.



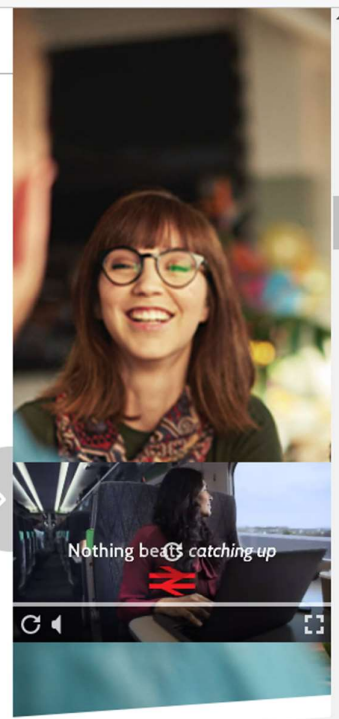
Extinction Rebellion protestors Campaigners protest outside another Nottingham petrol station for second day in a row July 19 2022 (Image: Caroline Barry / Nottinghamshire Live) (Image: Caroline Barry / Nottinghamshire Live)

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Extinction Rebellion campaigners organise protest outside Daybrook petrol station over rising fuel costs

35 activists from Extinction Rebellion (XR) took part in the protest outside BP Mansfield Road petrol station yesterday

By Gedling Eye Reporter 19/07/2022

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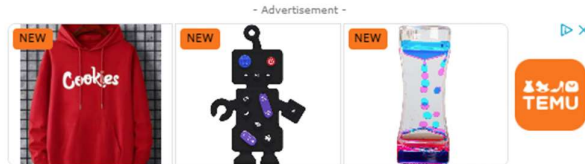
Gedling Eye

Gedling Eye Reporter

Climate activists protested outside a petrol station in Daybrook, near Arnold yesterday (18) to highlight the rising costs of petrol.

35 activists from Extinction Rebellion (XR) took part in the protest outside BP Mansfield Road petrol station yesterday, and Shell on Sherwood Rise.

They will protest at Shell Huntingdon Street petrol station today (19).



PICTURED: Protestors outside the BP filling station on Mansfield Road (PHOTOS XR)



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Printer ink, razors, medicine and toothbrushes were among the large amounts of items taken by a group of shoplifters



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Gedling Eye

Gedling Eye Reporter



The protests have been organised by the climate activists are to encourage Nottinghamshire residents to boycott Shell and BP.

"Asking everyone to suddenly stop using their cars is just impossible. But what motorists can do to help is avoid filling up at BP and Shell," said Marley, 39, one of the protestors and a joiner.

READ MORE: DG Cars announces takeover of Arnold taxi firm

"These two companies are the worst at lying about how green they are.

"Ultimately we need to put pressure on these companies to actually do what they're pretending to do - to put their massive profits into genuinely green solutions."

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Gedling Eye Reporter



Passer-by David from Calverton stopped to speak to the protestors.
"These profits that they're making - it's disgusting. I'm 66 and I'm worried about my grandkids," he said.

Etienne Stott, 43, campaigner and Olympic athlete from the Meadows, added: "We want to warn motorists what we're planning, so try to fill up your tank at a different petrol station. If enough of us can avoid these greedy, greenwashing companies, they'll get the message that we want a sustainable future for our children."

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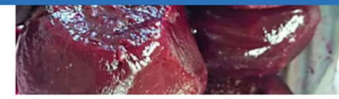
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Just Stop Oil Twitter Post dated 25 April 2023

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Just Stop Oil

5,607 Tweets

Nonprofits & Activism North Sea, United Kingdom

linktr.ee/JustStopOil Joined December 2021

467 Following 109.7K Followers

Tweets Replies Media Likes


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Just Stop Oil @JustStop_Oil · 8h

🚨 BREAKING: OVER 100 JUST STOP OIL SUPPORTERS SLOW MARCH THROUGH LONDON FOR SECOND DAY IN ROW

🕒 At 7.30am, over 100 Just Stop Oil supporters began marching from 5 different locations around central London to demand an end to new UK oil and gas projects.

#CivilResistance



146.7K views 0:05 / 0:52

728 324 768 243.7K

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Just Stop Oil @JustStop_Oil · 48m

🗑️ Are you, like Ed, sick and tired of the British Government's genocidal inaction on the climate crisis?

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Just Stop Oil Twitter Post dated 25 April 2023

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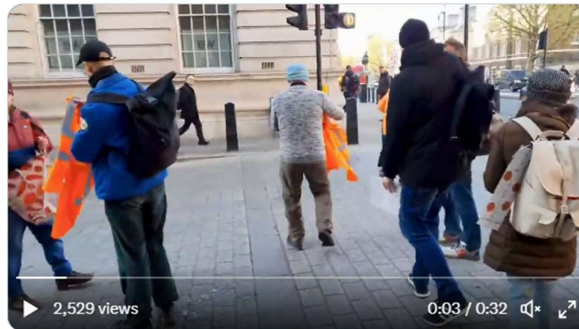
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Just Stop Oil
@JustStop_Oil

We're calling all those who understand the importance of this moment in history to step 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.



11:17 AM · Apr 25, 2023 · 11.5K Views

24 Retweets 2 Quotes 95 Likes



UnderTheRadar @garyh3303 · 8h

The police should allow drivers to get out of their vehicles & clear the roads of criminal anarchists.



Michael Scotch @fawtyowls · 8h

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Just Stop Oil @JustStop_Oil · Apr 21
📍 We're at #TheBigOne! Parliament Square and picketing outside Dept for Energy Security & Net Zero.

☀️ Meet us at our stall in Parliament Square to find out more about how we will make change and sign up to slow march.

🌍 Not in London? Sign up at [JustStopOil.Org](https://www.juststopoil.org)



243 126 382 40.7K

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Insulate Britain @InsulateLove · Apr 20
🚨 BREAKING: COURTS PROVE THEMSELVES TO BE MORALLY BANKRUPT AS 5 PEOPLE ARE JAILED IN 1 WEEK FOR VOWING TO CONTINUE IN CIVIL RESISTANCE

Rev Mark Coleman, 63 of Rochdale & Catherine Rennie-Nash, 72 of Kendal were given prison time of 5 wks

Read here: insulatebritain.com/2023/04/20/bre...

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https://twitter.com/JustStop_Oil/status/1649354846632280066/photo/1

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Just Stop Oil Twitter Post dated 21 April 2023

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BREAKING: MORGAN AND MARCUS SENTENCED TO 3 YEARS IN PRISON FOR DEMANDING A LIVEABLE FUTURE FOR ALL

Morgan and Marcus, who scaled the Dartford Crossing bridge in October last year, have been sentenced to three years and two years and seven months in prison, respectively — the longest sentences for peaceful climate action in UK history.

#DartfordCrossing #QE2Bridge #M25



218.7K views

0:01 / 2:46

From **Just Stop Oil**

10:03 PM · Apr 21, 2023 · 858.5K Views

720 Retweets 418 Quotes 2,242 Likes 52 Bookmarks



Just Stop Oil @JustStop_Oil · Apr 21

The pair were demanding that the Government halt all consents and

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20:15 25/04/2023

Just Stop Oil Article dated 17 April 2023



⚠️ Alert! March with us at 7am every weekday and 12pm Saturdays at Parliament Square. Don't be late! ⚠️

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“New oil and gas will snooker us!” : Just Stop Oil supporters disrupt the World Snooker Championship

Press / April 17, 2023

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News & Press

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.

I'm happy to get occasional texts and calls about specific actions or about events I've signed up to.

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Alert! March with us at 7am every weekday and 12pm Saturdays at Parliament Square. Don't be late!

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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/>

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[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/>

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Just Stop Oil Twitter Post dated 15 April 2023

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Just Stop Oil @JustStop_Oil · Apr 15 ...

🚨 BREAKING: PEOPLE MARCH IN CAMBRIDGE AGAINST NEW OIL AND GAS

📄 It has been two years since the UK Government received warnings that new oil and gas will mean climate breakdown and catastrophic loss of life.

💀 Their response? 100+ new oil and gas licenses. That is genocidal.

24K views 0:05 / 0:46 🔊 ↻

502 146 416 63K

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Just Stop Oil @JustStop_Oil · Apr 14 ...

🔪 THE YOUNG WILL INHERIT... THE MESS

📄 Unless we stop new oil and gas, today's 16-year-olds will inhabit a world where billions of people face unlivable conditions by the time they reach their 40s.

💀 This is generational genocide. **And the government doesn't care.** The... [Show more](#)

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20:40 25/04/2023

Just Stop Oil Article dated 10 April 2023

Alert! March with us at 7am every weekday and 12pm Saturdays at Parliament Square. Don't be late!



Statement on the arrest of Just Stop Oil supporters at Coventry Museum

Press / April 10, 2023

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I'm happy to get occasional texts and calls about specific actions or about events I've signed up to.

Two supporters of Just Stop Oil were arrested at the Herbert Museum in Coventry this morning whilst demanding that the government stop all new UK fossil fuel projects and calling on employees and directors of UK cultural institutions to join in civil resistance against the government's genocidal policies. [1]

Just Stop Oil issued the following statement:

"Humanity is at risk of extinction, and so is everything we have ever created. Our works of art, our favourite novels, our historical buildings and artefacts, our traditions – we're terrifyingly close to losing everything we value and love. We cannot rely on our criminal government or our cherished institutions to save us.

Our government knows that new oil and gas means a death sentence for billions, yet they are continuing with plans to licence over 100 new fossil fuel projects. This means more heatwaves, more crop failure and more death. It is criminal, an act of genocide against billions of people in the poorest countries on earth, and an act of war against the young. Rather than protecting the British people from the consequences of climate breakdown they are intent on accelerating us towards societal collapse.

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.

Our cultural institutions have failed to admit the truth and failed to address the urgency of action. It is immoral for cultural institutions to stand by and watch whilst our society faces inevitable collapse. We call on everyone involved in arts, heritage and culture to join us in civil resistance.

The time is now. Join us on a slow march in London, 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](https://www.juststopoil.org)."

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Just Stop Oil Twitter Post dated 2 April 2023

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Just Stop Oil @JustStop_Oil · Apr 2

🚧 SLOW MARCH IN OXFORD

Earlier today supporters of Just Stop Oil blocked roads in Oxford to disrupt traffic. They are demanding the UK Government immediately halt all new oil and gas licensing.

🕒 Polite words won't work. We will be escalating our actions on April 24th.



245 replies · 118 retweets · 335 likes · 32.3K views


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Animal Rising @AnimalRising · Apr 2

📰 Breaking News 📰 "The Last Grand National?" - Thanks to the cutting edge journalism from our friends @MailOnline

This is one you don't want to miss. Bring your mates and join our zoom call at 6pm to find out more! (Link in Bio)



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Just Stop Oil Article dated 25 March 2023

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Barclays sprayed with orange paint, while Just Stop Oil supporters slow march through Leeds and Coventry

Press / March 25, 2023

Supporters of Just Stop Oil staged 'go slow' marches in Leeds and Coventry today, while warning that they will bring the marches back to London from April 24th. They are demanding that the government stops all new UK oil and gas projects [1]

At around 11:30 am, 30 Just Stop Oil supporters marched down Clay Pit Lane, one of Leeds' busiest roads towards the City Centre, holding banners and chanting "Just Stop Oil".

Two Just Stop Oil supporters were arrested when, at the end of the march, they sprayed Barclays Bank in Albion Street in orange paint, demanding an end to fossil fuel lending by banks. Barclays is Europe's largest

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Albion Street in orange paint, demanding an end to fossil fuel lending by banks. Barclays is Europe's largest fossil fuel financier, providing over \$166bn of funding since 2015. [2]

In Coventry, 28 Just Stop Oil supporters are gathering at the Godiva Statue, Broadgate before setting off to slow march along the city's roads.

Lucy Timmin, 44 from Leeds said:

"Barclays continues to fund new oil and gas projects when other major UK banks have refused to. The corporation is knowingly and willingly funding the genocide of millions of people in the Global South who will be killed over the next decade by climate breakdown".

Today's action follows marches in Bristol, Lancaster and Ipswich amongst others in recent weeks and comes despite the Prime Minister's threat to crack down on the 'go slow' marches. [3]

Sam Holland, 20, a student from Leeds who attended the march, said

"We're causing disruption today to force attention towards our government's genocidal policies. If we weren't out today, everything would move along as normal, and we're one step closer to British crops failing, hundreds of millions of climate refugees, global economic meltdown... someone has to say NO. They are not going to stop unless we force them. That's why we're asking everyone to join us in civil resistance in London from 24 April. "

Victoria Lindsell, 67, an English language teacher from Leamington attending the Coventry march said:

"I have seen successive governments put profit before the lives of ordinary people. Many of us have been aware for some time of the disastrous consequences of unlimited growth in fossil fuel emissions and our blindly insane consumption of fossil fuel energy. This, together with the cost of living crisis is the reason that I joined Insulate Britain and Just Stop Oil.

"I hope our peaceful, non violent march today will empower the people to join us, to protect people's lives now and the future of our youth and children to come. New oil and gas is an act of genocide, it's planning the deaths of millions, billions of people. Will you be complicit in these deaths? It's time to pick a side, I'm not going to wait when my future, the future of those I love is destroyed. "

https://juststopoil.org/2023/03/25/barclays-sprayed-with-orange-paint-while-just-stop-oil-supporters-slow-march-through-leeds-and-coventry/

Alert! March with us at 7am every weekday and 12pm Saturdays at Parliament Square. Don't be late!

Get involved | **Donate** | **News & Press**

The marches follow the government's announcement that it plans to launch its revamped Net Zero Strategy in Aberdeen, the oil capital of the UK, next week. It is expected that it will contain major sops to the UK's fossil fuel industries including boosting carbon capture and storage and hydrogen and will miss out on key measures to limit emissions. [4]

The government is also due to make a decision on the Rosebank oil field. It would be the largest offshore oil field in the North Sea, and would generate more CO2 emissions than the 28 lowest-income-nations combined. In all, the government plans to issue up to 100 new North Sea oil and gas licences – a move which is facing a legal challenge by campaign groups. [5].

Climate scientists have warned that the granting of new fossil fuel licences is incompatible with staying within 1.5C of global warming – a temperature increase widely understood to be disastrous for humanity [6]

Speaking at the launch of the United Nations' Intergovernmental Panel on Climate Change (IPCC) Synthesis Report on Monday, UN Secretary General Antonio Guterres said [7]:

"This report is a clarion call to massively fast-track climate efforts by every country and every sector and on every timeframe. In short, our world needs climate action on all fronts – everything, everywhere, all at once."

He went on to call for all countries to commit to:

"Ceasing all licensing or funding of new oil and gas – consistent with the findings of the International Energy Agency."

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 on April 24th and will not end until our government ends new oil and gas

Visit our website to join us in civil resistance to [Just Stop Oil](#). [8]

Extinction Rebellion Twitter Post dated 22 March 2023

twitter.com/JustStop_Oil?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor

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Just Stop Oil 5,608 Tweets **Follow**

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Extinction Rebellion UK @XRRebellionUK · Mar 22
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XR spray offices of @TheSun @Telegraph @DailyMailUK & call them out for suppressing the truth about the #climatecrisis & dismissing #IPCCReport

extinctionrebellion.uk/2023/03/22/cor...



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Just Stop Oil @JustStop_Oil · Mar 17
RT if you think banning climate change protesters from explaining to the jury why they took action undermines their right to fair trial.

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Chris Packham @ChrisGPackham · Mar 21

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Extinction Rebellion UK Twitter Post dated 2 March 2023

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BREAKING Extinction Rebellion UK @XRebellionUK · Mar 2
Protestors throw pink paint over UK Finance, 1 Angel Court

We have targeted @UKFTweets 50 days before #21April highlighting the corruption of the financial system. Gov, banks & businesses prioritise profit over people & planet. They are funding "X" and destruction



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XR Writers Rebel @XrRebel · Mar 1
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Daily Mail Article dated 30 February 2023

2 Names 3 Names 4 Names 5 Names

Watch as Extinction Rebellion eco-zealots storm House of Lords as peers debated new protest laws to crackdown on guerrilla tactics used by climate activists

- The 12 demonstrators from Extinction Rebellion were escorted from the building
- All the activists were wearing t-shirts which bore slogan 'Defend Human Rights'
- The action happened during House of Lords debate around the Public Order Bill

By GEMMA PARRY FOR MAILONLINE
PUBLISHED: 19:00, 30 January 2023 | UPDATED: 19:43, 30 January 2023

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Environmental activist group **Extinction Rebellion** have disrupted proceedings in the House of Lords as peers debated new protest laws.

The 12 demonstrators from the activist group were escorted out of the public gallery by doorkeepers and security staff. They were all wearing t-shirts which bore the slogan 'Defend Human Rights'.

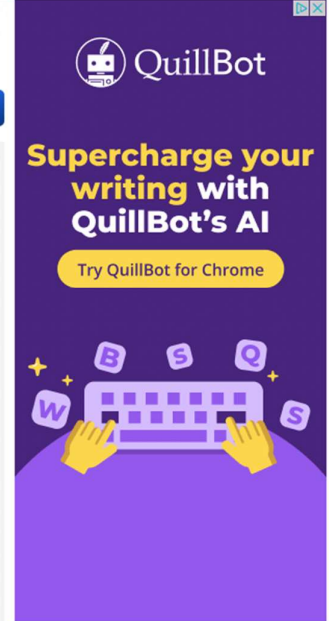
One of the protestors confirmed that they were from the activist group. The upper chamber was adjourned for five minutes.

'Shut up': Moment XR protester removed after storming House of Lords



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The disruption came as peers discussed the Public Order Bill, which would allow police to intervene before protests become 'highly disruptive'.



Footage shows the moment the demonstrators were removed, with a man blocking the camera and saying: 'Shut up.'

The Government has said the Bill would also give officers greater clarity about dealing with demonstrators blocking roads or slow marching.

Amendments to the Bill are aimed at curbing tactics used by Extinction Rebellion, Just Stop Oil and Insulate Britain, whose protests have caused chaos on the roads and elsewhere in recent months.

Over the weekend, hundreds of Extinction Rebellion protestors blocked the road outside The Hague in the Netherlands, declaring the road a 'dead end'.

Earlier this month, Extinction Rebellion announced it would put an end to actions that target the disruption of the public

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and elsewhere in recent months.

Over the weekend, **hundreds of Extinction Rebellion** protestors blocked the road outside **The Hauge in the Netherlands**, declaring the road a 'dead end'.

Earlier this month, Extinction Rebellion **announced it would put an end to actions that target the disruption of the public.**

Protests have caused significant disruption in recent months, frustrating members of the public and prompting tough talk from politicians, with Home Secretary **Suella Braverman** dubbing them 'extremists'.

The climate action group is aiming to get 100,000 to gather at Parliament on April 21.



Footage shows the moment the demonstrators were removed, with a man blocking the camera and saying: 'Shut up.'



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Footage filmed from inside the House of Lords captured the moment the demonstrators were removed from the chamber



The man who blocked the camera repeatedly told protestors to 'shut up' while they tried to speak to the peers inside the House of Lords



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The disruption came as peers discussed the Public Order Bill, which would allow police to intervene before protests become 'highly disruptive'



The 12 demonstrators from the activist group were escorted out of the public gallery by doorkeepers and security staff



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Just Stop Oil finally work out where to protest as they go to Shell HQ 253 viewing now
Extinction Rebellion protest with thousands of eco-zealots in 'die-in' 56 viewing now

The group has been savaged for dangerous stunts including **grinding the M25 to a halt**, as well as gluing themselves to art masterpieces and roads in London.

It comes after it was revealed **Just Stop Oil protesters were arrested up to seven times each during a month of road-blocking chaos in London this year.**

Some members of the eco-zealot group, which brought the capital the roads around it to a standstill, were arrested multiple times this autumn as part of their uproarious demonstrations.

Official figures show that of the 755 people arrested between October 1 and November 4, 155 were detained by police more than once - just over one in five.

Police have been able to arrest anyone suspected of conspiring to a cause public nuisance with new powers under the Police, Crime, Sentencing and Courts Act 2022.

This includes those who have glued themselves to the ground, while courts have the power to impose sentences of up to 10 years in prison.

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Nottingham Post Article dated 28 February 2023

News ▶ Nottingham News ▶ Environment

Environmental campaigners spray fake oil on offices of multinational law firm in Nottingham

They targeted offices across the UK, including a Nottingham based site

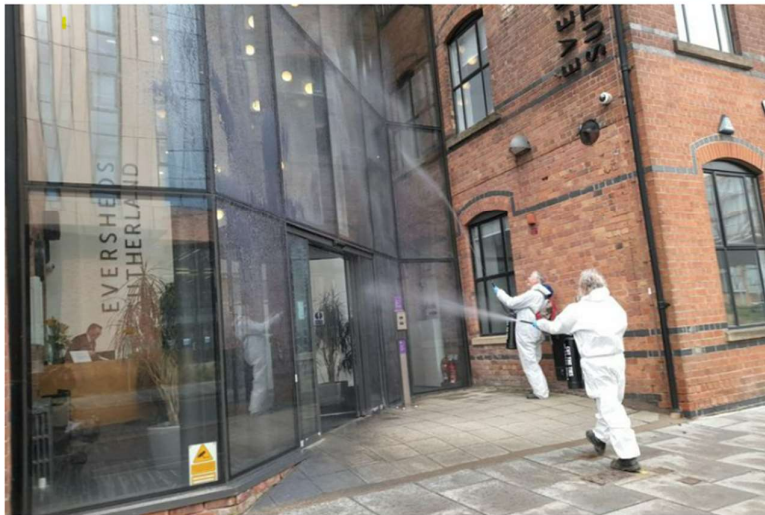
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Offices of Eversheds Sutherland law firm were sprayed with fake oil, including their building on Canal Street, Nottingham

Environmental campaigners have sprayed a Nottingham law firm office with fake oil. Extinction Rebellion and HS2 Rebellion disrupted the offices of law firm Eversheds Sutherland across the UK, including a Nottingham centre.

The building in Canal Street saw protesters gather outside in hazmat suits who used fire extinguishers to spray fake oil. The protest took place at 12noon on Tuesday, February 28.

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The campaigners say they are protesting against the law firm's contribution to global heating and environmental destruction.

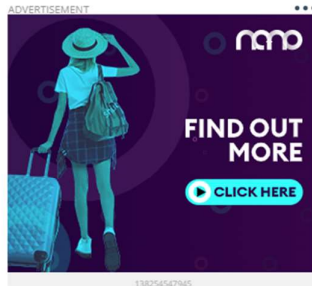
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Eddie Francis, 74, a retired joiner from Lincoln said: "I'm taking this action today because I'm so frightened by the climate crisis that I feel this is a necessary and appropriate response. Eversheds need to cut the ties with the fossil fuel industry. 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."

Protesters also took to Eversheds Sutherland's City of London headquarters where activists in city suits and white masks had fake blood on their hands held inflatable globes of the Earth.

In Birmingham, campaigners 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.



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Aberdeen energy awards crashed by Extinction Rebellion and Just Stop Oil activists

Around a dozen activists camped outside the “self-congratulatory” ceremony to hit out at energy giant Shell’s “disgraceful” nomination for an “energy transition” award

NEWS By [Dan Vevers](#) & [Shanay Taylor](#)
20:30, 9 DEC 2022

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Protesters accused the energy awards ceremony of 'greenwashing' by nominating Shell for an 'energy

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11:15 AM 4/26/2023

An Aberdeen energy awards ceremony at the P&J Live was gate-crashed by [Extinction Rebellion](#) and Just Stop Oil protesters.

Eco warriors staged a loud demonstration outside the Offshore Energies UK event at [Aberdeen's P&J Live](#) venue with drums, singing and chanting.

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Hitting out at energy giant Shell's "disgraceful" nomination for an "energy transition" award, with Just Stop Oil activist Lee saying: "Just ten per cent of their capital expenditure is being invested in low carbon initiatives - how is that a transition?"

Read more: [Aberdeen councillor seeks assurance new Riverbank School will be built by target date](#)

"Instead of hosting fancy dinners, Shell should recognise that humanity is in emergency mode."



North Sea set for 'biggest stoppage in a generation' as 1,300 workers plan strike



Union president says international students 'far more at risk' of homelessness



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Aberdeen gig to raise funds for care homes in honour of late dementia sufferers

"Instead of hosting fancy dinners, Shell should recognise that humanity is in emergency mode." Another protester, 71-year-old former social care worker Jonathan, added: "The time for awards for oil and gas achievements is well over."

According to the Daily Record Around a dozen activists camped outside the "self-congratulatory" Shell-sponsored ceremony in protest against "greenwashing".

They banged marching snares, bass drums and tom-toms in a loud protest, while activists also held up "No New Oil" banners. Another's placard read "Shell wins greenwashing award".



Extinction Rebellion and Just Stop Oil protesters in Aberdeen on Thursday night. (Image: Extinction Rebellion)

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Larger banners saying "Climate Emergency" and "Stop Rosebank" - a huge new oil field planned off the coast of Shetland - were attached to barriers behind them.



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An OEUK spokesperson said: "We need to recognise and celebrate those who are pioneering, through oil and gas, offshore wind, hydrogen and carbon capture, to bring down emissions and boost homegrown energy sources.

"We respect the right to peaceful protest, but we would encourage those who are willing to take part in meaningful and solutions-focused discussions to do so."

A Shell spokesman said: "We agree that society needs to take urgent action on climate change. Shell has a clear target to become a net-zero emissions business by 2050."



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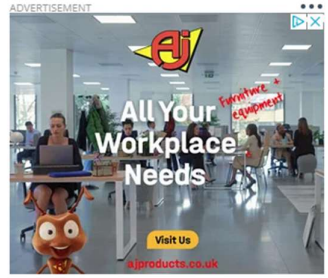
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Guardian Article dated 14 October 2022

https://www.theguardian.com/environment/2022/oct/14/just-stop-oil-activists-throw-soup-at-van-goghs-sunflowers


Just Stop Oil

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Just Stop Oil activists throw soup at Van Gogh's Sunflowers

Protesters then glue themselves to wall beneath painting at National Gallery in London

Damien Gayle
@damiengayle
Fri 14 Oct 2022 15:07 BST



Just Stop Oil activists throw tomato soup on Van Gogh's Sunflowers pain...

Activists throw tomato soup on Van Gogh's Sunflowers at National Gallery - video

Activists from Just Stop Oil have thrown tomato soup over Vincent van Gogh's Sunflowers at the National Gallery in London.

There were gasps, roars and a shout of "Oh my gosh!" in room 43 of the gallery as two young supporters of the climate protest group threw the liquid over the painting, which is protected by glass, just after 11am.

They removed jackets to reveal Just Stop Oil T-shirts before gluing themselves to the wall beneath the artwork, which is one of the gallery's most important treasures.

"What is worth more, art or life?" said one of the activists, Phoebe Plummer, 21, from London. She was accompanied by 20-year-old Anna Holland, from Newcastle. "Is it worth more than food? More than justice? Are you more

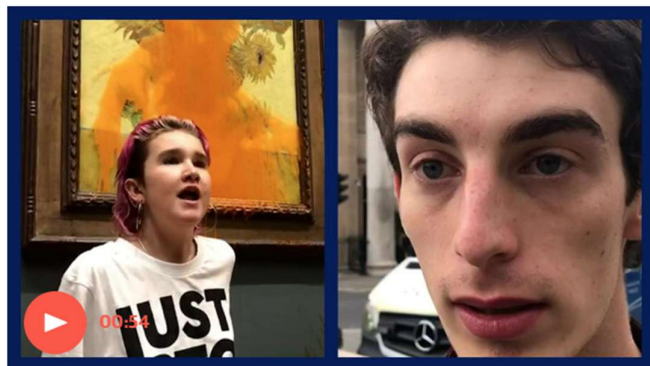
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“What is worth more, art or life?” said one of the activists, Phoebe Plummer, 21, from London. She was accompanied by 20-year-old Anna Holland, from Newcastle. “Is it worth more than food? More than justice? Are you more concerned about the protection of a painting or the protection of our planet and people?”



Just Stop Oil spokesperson explains why activists threw soup at Van Gogh's Sunflowers - video

“The cost of living crisis is part of the cost of oil crisis, fuel is unaffordable to millions of cold, hungry families. They can't even afford to heat a tin of soup.”

National Gallery staff quickly cleared the room. The gallery has since confirmed the painting was not harmed, saying in a statement that after the protesters threw “what appears to be tomato soup” over the painting, “the room was cleared of visitors and police were called. Officers are now on the scene. There is some minor damage to the frame but the painting is unharmed.”

Twitter post by Damien Gayle (@damiengayle) with text: "Activists with @JustStop_Oil have thrown tomato soup on Van Gogh's Sunflowers at the national Gallery and glued themselves to the wall"

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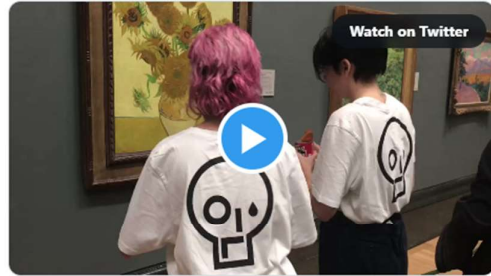
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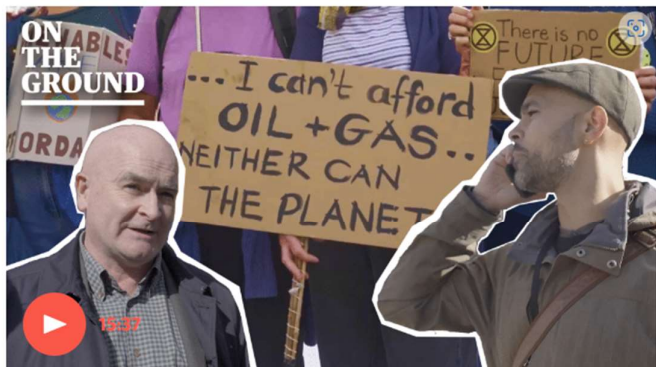
For the past two weeks, the group has been **staging sit-down protests** on roads around central London, infuriating drivers and commuters, but Friday's action appeared to be an escalation of its tactics.

The protest sparked mixed reactions and plenty of anger. Sophie Wright, 43, from Surrey, initially condemned the action but changed her mind when she learned the painting was unlikely to have been permanently damaged.

"I support the cause and by the looks of it they are considered protests, with a purpose of raising awareness and shocking [people]," she said. "So long as they don't hurt people or put people in danger, then I support them."

But a witness, who declined to give his name, said he could understand their cause but worried about targeting "a beautiful piece of art, which is the best of humanity". He added: "They may be trying to get people to think about the issues but all they end up doing is getting people really annoyed and angry."

“The typical unthinking individual who doesn’t think about the big issues of the planet is not the kind of person who walks around the National Gallery.”



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

Alienating people from their cause was a concern, said Alex De Koning, a Just Stop Oil spokesperson, who spoke to the Guardian outside the gallery after the room was cleared. “But this is not The X Factor,” he added. “We are not trying to make friends here, we are trying to make change, and unfortunately this is the way that change happens.”

The activists were subsequently arrested by Met police officers for criminal damage and aggravated trespass and taken into custody at a central London police station.

The canvas of the painting is protected with a glass screen, a factor Just Stop Oil said they had taken into account.

The picture is one of the most famous images in the world, painted by the Van Gogh when he lived in the south of France. The image, like so much of the Dutch artist’s work, celebrates the beauty of ordinary everyday objects - a flower, a chair, a shoe. In 1987, one of the series was sold for \$39m.

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Eight arrested after climate activists glue themselves around Commons Speaker's chair

Extinction Rebellion protesters calling for a citizens' assembly also locked themselves to gates of parliament

Damien Gayle

@damiengayle
Fri 2 Sep 2022 18.29 BST



Extinction Rebellion activists glue themselves around Speaker's chair in parliament - video

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Extinction Rebellion activists glue themselves around Speaker's chair in parliament - video

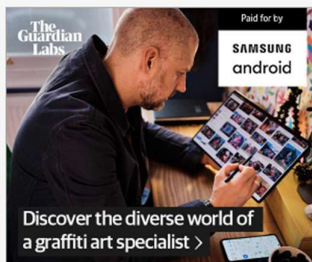
Eight arrests have been made after climate protesters glued themselves in a chain around the Speaker's chair in the chamber of the House of Commons.

Extinction Rebellion said its supporters launched the protest in parliament in support of a "citizens' assembly" to help deliver action on the climate crisis.

The campaign group tweeted a photo showing three women standing hand-in-hand in front of the green leather chair where the Speaker sits when parliament is in session. Two men stood either side holding banners.

The group wrote: "Extinction Rebellion supporters have superglued around the Speaker's chair inside the Commons chamber. Right now inside parliament a speech is being read out demanding a citizens' assembly now."

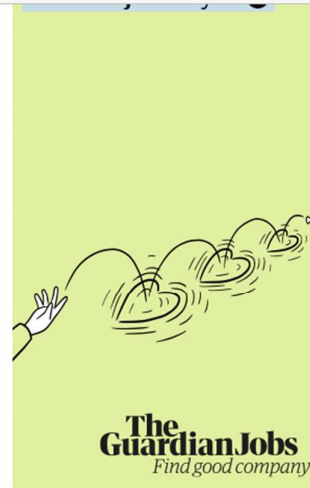
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The text of the speech read: "We are in crisis. We cannot afford to carry on like this. It is possible to act on climate and costs in a way that is fair and supports everyone. But our political system is too out of date and out of touch to see beyond the next election cycle and do what needs to be done.

"We need a new way of making decisions, where more voices are heard, not just those at the top. We need the true diversity of the country to be represented. We need a citizens' assembly, now. Citizens' assemblies empower ordinary people to make decisions that benefit everyone. Decisions that can get us out of this mess and make life better, safer, fairer for all of us."

At the same time, two protesters D-locked themselves by their necks to the



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At the same time, two protesters D-locked themselves by their necks to the railings outside parliament. According to XR, another activist scaled the scaffolding surrounding Big Ben and held a giant banner that read: "Let the people decide: citizens' assemblies now".

The Speaker, Lindsay Hoyle, said it was "a real shame" that visitors who had booked tours around parliament had visits disrupted and cancelled. "Despite the disruption, democratic tours will take place tomorrow," Hoyle said.

"A joint investigation into the incident will take place between police and parliamentary security, and I will be providing a further update to the House of Commons at the start of business on Monday."

The Metropolitan police said its officers "rapidly responded" after the becoming aware of protests at the Palace of Westminster at about 11.45am. According to the force, protest removal teams "de-bonded" and arrested four protesters in the Commons chamber.

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Extinction Rebellion UK @XRebellionUK · Follow

BREAKING NEWS: Extinction Rebellion supporters have superglued around the Speakers Chair inside the commons chamber.

Right now inside Parliament a speech is being read out demanding a Citizens' Assembly Now: "We are in crisis. We can not afford to carry on like this..."



“None of these protesters were glued to the Speaker’s chair and there has been no damage to the Speaker’s chair,” the force said.

Another protester who had glued himself to the pavement within the palace grounds was also arrested, while the protester who had scaled Big Ben was arrested after voluntarily descending to waiting officers. All six were arrested for trespassing on a protected site. The pair who had locked themselves to the gates of parliament were arrested for failing to comply with an order to cease their protest.

All remained in custody at central London police stations on Friday evening, the Met said.

In a statement, XR described the actions as the “opening act” for further protests it has planned this month, including a three-day occupation of Hyde Park, “which itself will act as a launch event for a five-phase plan to bring 100,000 people on to the streets in civil resistance next spring”.

A citizens’ assembly on solutions to the climate crisis has been one of XR’s key demands since it emerged as a major force in environmental activism in 2018.

“Independent citizens’ assemblies can show that those blocking progress in Westminster have no democratic mandate to continue destroying the environment and give power back to people,” said Alanna Byrne, a spokesperson for XR.

Oscar Berglund, a political scientist at the University of Bristol who studies protest movements, tweeted: “Well done on getting in there. But this is such a strange demand. The House of Commons literally gave you a citizens’ assembly three years ago. What’s the aim here?”

The Commons and Lords are in recess until Monday.

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WE QUIT

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

Phone: +44(0)7561098449

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#ExtinctionRebellion

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH5
Made on: 4 May 2023

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2022-00326**

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'**
- (2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'**

- (3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'**
- (4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'**
- (5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**
- (6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**
- (7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON**

**NN5 5JN SHOWN MARKED WITH AN “A” ON THE
ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

FIFTH WITNESS STATEMENT OF DAVID CHRISTOPHER HOLLAND

I, **DAVID CHRISTOPHER HOLLAND**, of Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP will say:-

- 1 I am the Partner who has conduct over this matter at Squire Patton Boggs (UK) LLP. I confirm that I am duly authorised to make this Fifth Witness Statement on behalf of Essar Oil (UK) Limited and its subsidiaries in this claim.
- 2 I make this statement in support of the Claimants’ application for a renewal of its interim injunctive relief (the “**Application**”). An interim injunction was granted by Mrs Justice Bacon by order dated 21 April 2022 (the “**April 2022 Order**”) and continued by Mr Justice Adam Johnson by order dated 11 May 2022 (the “**May 2022 Order**”). The injunction expires on 11 May 2023, pursuant to paragraphs 1-7 of the May 2022 Order.
- 3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified. Facts and matters derived from other sources are true to the best of my knowledge and belief.
- 4 There is now produced and shown to me a paginated bundle of true copy documents marked “**DCH5**”. All references to documents in this statement are to **Exhibit DCH5** unless otherwise stated.

Service of the Order

5 Pursuant to paragraph 12(a) to (d) of the May 2022 Order, the Claimants served that Order on the Defendants by the methods of alternative service specified, namely:

5.1 On 17 May 2022, provided copies of the May 2022 Order (together with a notice which stated that copies of the May 2022 Order could be viewed at the weblink referred to below and at paragraph 12(b) of the May 2022 Order) in clear transparent sealed containers at:

5.1.1 Each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, marked "A" on the Stanlow Plan, the Tranmere Plan and the Northampton Plan at Schedule 2 to the May 2022 Order; and

5.1.2 One other prominent location at each of the Terminals.

5.2 On 12 May 2022, posted copies of the Order at www.essaroil.co.uk under the heading "*Legal Proceedings*".

5.3 On 13 May 2022, fixed warning notices, in a size of not less than A2, which:

5.3.1 In the case of the Stanlow Terminal, were in the form set out in the 'Stanlow Notice' at Schedule 3 to the May 2022 Order and placed at the vehicular entrances and exits to the Stanlow Terminal (shown marked with an "A" on the 'Stanlow Plan' at Schedule 2 to the May 2022 Order);

5.3.2 In the case of the Tranmere Terminal, were in the form set out in the 'Tranmere Notice' at Schedule 3 to the May 2022 Order and placed at the vehicular entrances and exits to the Tranmere Terminal (shown marked with an "A" on the 'Tranmere Plan' at Schedule 2 to the May 2022 Order); and

5.3.3 In the case of the Northampton Terminal, were in the form set out in the 'Northampton Notice' at Schedule 3 to the May 2022 Order and placed at the vehicular entrance and exit to the Northampton Terminal (shown marked with an "A" on the 'Northampton Plan' at Schedule 2 to the May 2022 Order).

5.4 On 12 May 2022 our firm sent an email to the following email addresses (copies of which are appended at pages 1-2 of **DCH5**) to state that copies of the May 2022 Order could be viewed at the weblink referred to above:

5.4.1 juststopoil@protonmail.com

5.4.2 enquiries@extinctionrebellion.uk

5.4.3 xr-legal@riseup.net

5.4.4 XRMidlands@protonmail.com

5.4.5 support@xrnorth.org

6 Pursuant to paragraph 13 of the May 2022 Order, I confirm that we provided a note of the judgment of Mr Justice Adam Johnson dated 11 May 2022 to the Defendants by the methods of service specified in paragraph 12 (b) and (d) of the May 2022 Order (and specified at paragraphs 5.2 and 5.4 above) within 7 days of the May 2022 Order. The note of the judgment of Mr Justice Adam Johnson was emailed to the Defendants, and uploaded to the website, on 16 May 2022. The emails sent to the above email addresses, which attached the note of the judgment, are appended at pages 3-4 of **DCH5**.

7 Following such service, I confirm that I filed Certificates of Service with the Court, as required by paragraph 14 of the May 2022 Order. These Certificates of Service are exhibited at pages 5-14 of **DCH5**.

Statement of Truth

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

Signed: 

Dated: 4 May 2023

David Christopher Holland

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH5
Made on: 4 May 2023

CLAIM NO PT-2022-000326

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND
AND WALES
PROPERTY TRUSTS AND PROBATE LIST
BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS
LIMITED
- (3) INFRANORTH 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
FIRST CLAIMANT'S CONSENT,
ON THE FIRST CLAIMANT'S
LAND AT STANLOW
MANUFACTURING COMPLEX,
ELLESMERE PORT, CH65 4HB
SHOWN EDGED RED (SAVE
FOR THE AREAS HATCHED
BLUE AND ORANGE) ON THE
ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN
OBSTRUCT OR OTHERWISE
INTERFERE WITH THE FIRST
CLAIMANT'S ACCESS OVER
AND ALONG THE ROAD
SECTION SHOWN SHADED

1

**YELLOW ON THE ATTACHED
'STANLOW PLAN'**

**(3) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB, WHICH ARE SHOWN
MARKED "A", "B" and "C" ON
THE ATTACHED 'STANLOW
PLAN'**

**(4) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER
OR REMAIN, WITHOUT THE
SECOND CLAIMANT'S
CONSENT, ON THE SECOND
CLAIMANT'S LAND AT (A)
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB SHOWN HATCHED
BLUE ON THE ATTACHED
'STANLOW PLAN' (B)
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN
WHO IN CONNECTION WITH
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TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
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ON THE 'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN
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**OR REMAIN, WITHOUT THE
THIRD CLAIMANT'S CONSENT,
ON THE THIRD CLAIMANT'S
LAND AT NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN EDGED RED (SAVE
FOR THE AREAS EDGED BLUE)
ON THE ATTACHED
'NORTHAMPTON PLAN'**

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ENTRANCES OR EXITS TO
NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN MARKED WITH AN
"A" ON THE ATTACHED
'NORTHAMPTON PLAN'**

Defendants

**FIFTH WITNESS STATEMENT OF DAVID
CHRISTOPHER HOLLAND**

**Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
Tel: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001
Ref: DH4/ESS.36-23**

Solicitors for the Claimants

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH)
Made on: (May 2023

IN THE HIGH COURT OF JUSTICE

Claim No PT-2022-000326

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

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-and-

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Defendants

EXHIBIT DCH)

This is the exhibit marked "DCH)" referred to in the F&W@Witness Statement of David Christopher Holland dated 1 May 2023.

Signed: 

David Christopher Holland

Beech, Kiera

From: Noble, Rebecca <rebecca.noble@squirepb.com>
Sent: 12 May 2022 16:24
To: juststopoil@protonmail.com
Cc: Beech, Kiera; Holland, David
Subject: RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited v Persons Unknown - Injunction Documents - Return Hearing on Wednesday 11 May [I-EUR.FID9865528]
Attachments: Return Hearing Order - 11 approved.pdf

Dear Sirs/Madams

We write on behalf of Essar Oil (UK) Ltd, Stanlow Terminals Limited and Infranorth Ltd in relation to the above proceedings.

Further to the return hearing on 11 May 2022, please find attached a copy of the Court's Order.

Please note that a copy of the Order can also be viewed at the following website: <https://www.essaroil.co.uk/legal-proceedings/>

Should you have any queries in relation to these proceedings, please contact David Holland on 07921 600 141 or by e-mail at david.holland@squirepb.com.

Yours faithfully

Squire Patton Boggs (UK) LLP



Rebecca Noble

Associate
Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
England

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O +44 113 284 7000
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Beech, Kiera

From: Noble, Rebecca <rebecca.noble@squirepb.com>
Sent: 12 May 2022 16:25
To: support@xrnorth.org; enquiries@extinctionrebellion.uk;
xrmidlands@protonmail.com; xr-legal@riseup.net
Cc: Holland, David; Beech, Kiera
Subject: RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited v
Persons Unknown - Injunction Documents - Return Hearing on Wednesday 11 May
[I-EUR.FID9865528]
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Yours faithfully

Squire Patton Boggs (UK) LLP



Rebecca Noble

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Beech, Kiera

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Sent: 16 May 2022 12:01
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Cc: Holland, David; Rowbottom, Holly
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Attachments: Essar - Hearing Note - 11.05.22.PDF

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Yours faithfully

Squire Patton Boggs (UK) LLP



Rebecca Noble

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O +44 113 284 7000
F +44 113 284 7001
M +44 791 271 7321
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Sent: 16 May 2022 12:00
To: support@xrnorth.org; enquiries@extinctionrebellion.uk;
xrmidlands@protonmail.com; xr-legal@riseup.net
Cc: Holland, David; Rowbottom, Holly
Subject: RE: (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited v
Persons Unknown - Injunction Documents - Return Hearing on Wednesday 11 May
[I-EUR.FID9865528]
Attachments: Essar - Hearing Note - 11.05.22.PDF

Dear Sirs/Madams

We write on behalf of Essar Oil (UK) Ltd, Stanlow Terminals Limited and Infranorth Ltd in relation to the above proceedings.

Further to the return hearing on 11 May 2022, please find attached a note of the judgment of Mr Justice Adam Johnson.

Please note that a copy of the note of the judgment can also be viewed at the following website:
<https://www.essaroil.co.uk/legal-proceedings/>

Should you have any queries in relation to these proceedings, please contact David Holland on 07921 600 141 or by e-mail at david.holland@squirepb.com.

Yours faithfully

Squire Patton Boggs (UK) LLP



Rebecca Noble

Associate
Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
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England
T +44 113 284 7344
O +44 113 284 7000
F +44 113 284 7001
M +44 791 271 7321
M Mobex 257344

rebecca.noble@squirepb.com | squirepattonboggs.com

Find Us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)



Please note: Squire Patton Boggs will stop using DX services after 31 March 2022 and will no longer be part of the DX Exchange network.

Certificate of service

Name of court High Court of Justice Business and Property Courts	Claim No. PT-2022-000326
Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet)	

On what day did you serve? 1 3 / 0 5 / 2 0 2 2

The date of service is 1 4 / 0 5 / 2 0 2 2

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

Return Hearing Order dated 11 May 2022, Notice dated 12 May 2022 and updated Warning Notices

On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by putting in the boxes, sending by e-mail and uploading to the website on 12 May, and by fixing the Warning Notices to the site on 13 May

How did you serve the documents?

(please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place

by personally handing it to or leaving it with (.....time left, where document is other than a claim form) *(please specify)*

- by other means permitted by the court *(please specify)*

The Return Hearing Order was uploaded to the First Claimant's website on 12 May 2022

- by Document Exchange

by fax machine (.....time sent, where document is other than a claim form) *(you may want to enclose a copy of the transmission sheet)*

- by other electronic means (.16:25....time sent, where document is other than a claim form) *(please specify)*

Sent by e-mail on 12 May 2022 to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB

- Being the**
- claimant's
 - defendant's
 - solicitor's
 - litigation friend

- usual residence
- last known residence
- place of business
- principal place of business
- last known place of business
- last known principal place of business
- principal office of the partnership
- principal office of the corporation
- principal office of the company
- place of business of the partnership/company/ corporation within the jurisdiction with a connection to claim
- other *(please specify)*

I believe that the facts stated in this certificate are true.

Full name

Signed

(Claimant) (Defendant) ('s solicitor) (Litigation friend)

Position or office held

(If signing on behalf of firm or company)

Date 1 9 / 0 5 / 2 0 2 2

Rules relating to the service of documents are contained in Part 6 of the Civil Procedure Rules (www.justice.gov.uk) and you should refer to the rules for information.

Calculation of deemed day of service of a claim

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Other electronic method	If the email or other electronic transmission is sent on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was sent
Personal service	If the document is served personally before 4.30pm on a business day, it is served on that day; or in any other case, on the next business day after that day

In this context 'business day' means any day except Saturday, Sunday or a bank holiday; (under the Banking and Financial Dealings Act 1971 in the part of the UK where service is to take place) includes Good Friday and Christmas Day.

Certificate of service

Name of court High Court of Justice Business and Property Courts	Claim No. PT-2022-000326
Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet)	

On what day did you serve? 17 / 05 / 2022

The date of service is 18 / 05 / 2022

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

Return Hearing Order dated 11 May 2022, Notice dated 12 May 2022 and updated Warning Notices

On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by putting in the boxes, sending by e-mail and uploading to the website on 12 May, and fixing the Warning Notices to the site on 17 May

How did you serve the documents?

(please tick the appropriate box)

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by personally handing it to or leaving it with (.....time left, where document is other than a claim form) (please specify)

- by other means permitted by the court (please specify)

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Sent by e-mail on 12 May 2022 to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

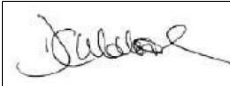
Tranmere Oil Terminal, St Paul's Road, Birkenhead

- Being the** claimant's defendant's
 solicitor's litigation friend

- usual residence
 last known residence
 place of business
 principal place of business
 last known place of business
 last known principal place of business
 principal office of the partnership
 principal office of the corporation
 principal office of the company
 place of business of the partnership/company/corporation within the jurisdiction with a connection to claim
 other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed 

Position or office held Partner of Squire Patton Boggs (UK) LLP

(Claimant) (Defendant) ('s solicitor) (Litigation friend)

(If signing on behalf of firm or company)

Date 19 / 05 / 2022

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Please attach copies of the documents you have not already filed with the court.

Return Hearing Order dated 11 May 2022, Notice dated 12 May 2022 and updated Warning Notices

On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by uploading to the website & sending by e-mail on 12 May, fixing the Warning Notices to the site on 13 May and putting in the boxes on 17 May

How did you serve the documents?

(please tick the appropriate box)

by first class post or other service which provides for delivery on the next business day

by delivering to or leaving at a permitted place

by personally handing it to or leaving it with (.....time left, where document is other than a claim form) (please specify)

by other means permitted by the court (please specify)

The Return Hearing Order was uploaded to the First Claimant's website on 12 May 2022

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by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)

by other electronic means (.16:25....time sent, where document is other than a claim form) (please specify)

Sent by e-mail on 12 May 2022 to approved JSO and ER email addresses as specified in the Order

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

Northampton Oil Terminal, 25 St James Mill Road, Northampton, NN5 5JN

Being the claimant's defendant's
 solicitor's litigation friend

usual residence

last known residence

place of business

principal place of business

last known place of business

last known principal place of business

principal office of the partnership

principal office of the corporation


principal office of the company

place of business of the partnership/company/corporation within the jurisdiction with a connection to claim

other (please specify)

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed 

Position or office held Partner of Squire Patton Boggs (UK) LLP

(Claimant) (Defendant) ('s solicitor) (Litigation friend)

(If signing on behalf of firm or company)

Date 19 / 05 / 2022

Rules relating to the service of documents are contained in Part 6 of the Civil Procedure Rules (www.justice.gov.uk) and you should refer to the rules for information.

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Name of Claimant (1) Essar Oil (UK) Limited, (2) Stanlow Terminals Limited, (3) Infranorth Limited	
Name of Defendant Persons Unknown (see Continuation Sheet)	

On what day did you serve? 1 6 / 0 5 / 2 0 2 2

The date of service is 1 6 / 0 5 / 2 0 2 2

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

Note of the hearing and judgment of Mr Justice Adam Johnson dated 11 May 2022

On whom did you serve?

(If appropriate include their position e.g. partner, director).

The Defendants, by uploading a copy to www.essaroil.co.uk under the heading 'Legal Proceedings' and sending by e-mail to JSO and ER e-mail addresses

How did you serve the documents?

(please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place
- by personally handing it to or leaving it with (.....time left, where document is other than a claim form) (please specify)
- by other means permitted by the court (please specify)

By uploading a copy on 16 May to www.essaroil.co.uk under the heading 'Legal Proceedings'

- by Document Exchange
- by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)
- by other electronic means (.12:01.....time sent, where document is other than a claim form) (please specify)

Sent on 16 May 2022 to the JSO and ER approved e-mail addresses as specified in the Order dated 11 May

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

juststopoil@protonmail.com; support@xrnorth.org
enquiries@extinctionrebellion.uk; xr-legal@riseup.net;
XRMidlands@protonmail.com; www.essaroil.co.uk


Being the claimant's defendant's
 solicitor's litigation friend

- usual residence
- last known residence
- place of business
- principal place of business
- last known place of business
- last known principal place of business
- principal office of the partnership
- principal office of the corporation
- principal office of the company
- place of business of the partnership/company/ corporation within the jurisdiction with a connection to claim
- other (please specify)

Approved JSO and ER e-mail addresses as specified in the Order dated 11 May 2022

I believe that the facts stated in this certificate are true.

Full name David Christopher Holland

Signed 
(Claimant) (Defendant) (solicitor) (litigation friend)

Position or office held Partner of Squire Patton Boggs (UK) LLP
(If signing on behalf of firm or company)

Date 1 7 / 0 5 / 2 0 2 2

Rules relating to the service of documents are contained in Part 6 of the Civil Procedure Rules (www.justice.gov.uk) and you should refer to the rules for information.

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BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT’S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED ‘STANLOW PLAN’

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED “A”, “B” AND “C” ON THE ATTACHED ‘STANLOW PLAN’

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT’S CONSENT, ON THE SECOND CLAIMANT’S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED ‘STANLOW PLAN’ (B) TRANMERE OIL TERMINAL, ST PAUL’S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED ‘TRANMERE PLAN’

(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST

**PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR
REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION
REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT
THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET A

N244

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

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

Name of court High Court of Justice Business and Property Court Property Trusts and Probate List		Claim no. PT-2022-00326
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable) PT-2022-00326	
	HWF - [] [] [] - [] [] []	
Warrant no. (if applicable)		
Claimant's name (including ref.) (1) Essar Oil (UK) Limited; (2) Stanlow Terminals Limited; (3) Infranorth Limited		
Defendant's name (including ref.) See Continuation Sheet		
Date	5 May 2023	



1. What is your name or, if you are a legal representative, the name of your firm?

Squire Patton Boggs (UK) LLP

2. Are you a Claimant Defendant Legal Representative
 Other (please specify) [] [] [] [] [] [] [] [] [] []

If you are a legal representative whom do you represent? [] [] [] [] [] [] [] [] [] []

3. What order are you asking the court to make and why?

The Claimants seek an order in the terms set out in paragraph 1 of the draft order attached.

In summary, the Claimants seek an order granting the Claimants relief from sanctions for failing to comply with CPR 7.4(1)(b) in respect of service of the Particulars of Claim in these proceedings.

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with? at a hearing without a hearing
 at a remote hearing

6. How long do you think the hearing will last? [0] Hours [30] Minutes
 Is this time estimate agreed by all parties? Yes No

7. Give details of any fixed trial date or period
 N/A

8. What level of Judge does your hearing need?
 Deputy Judge or High Court Judge

9. Who should be served with this application?

See draft order

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- the attached witness statement
- the statement of case
- the evidence set out in the box below

If necessary, please continue on a separate sheet.

We will be relying on the attached Fourth Witness Statement of David Christopher Holland dated 3 May 2023.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

No

Statement of Truth

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

- I believe that the facts stated in section 10 (and any continuation sheets) are true.
- The applicant believes that the facts stated in section 10 (and any continuation sheets) are true. I am authorised by the applicant to sign this statement.

Signature



- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day Month Year

Full name

David Christopher Holland

Name of applicant's legal representative's firm

Squire Patton Boggs (UK) LLP

If signing on behalf of firm or company give position or office held

Partner

Applicant's address to which documents should be sent.

Building and street

6 Wellington Place

Second line of address

Town or city

Leeds

County (optional)

Postcode

L S 1 4 A P

If applicable

Phone number

0113 284 7000

Fax phone number

DX number

Your Ref.

DH4/ESS.036-0023

Email

david.holland@squirepb.com

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS LIMITED
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

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(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST

**PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

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REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR
REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD
CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS
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THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN
MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

CONTINUATION SHEET

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH4
Made on: 3 May 2023

IN THE HIGH COURT OF JUSTICE **Claim No: PT-2022-00326**

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'**
- (2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'**

- (3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'**
- (4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'**
- (5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'**
- (6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'**
- (7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON**

**NN5 5JN SHOWN MARKED WITH AN “A” ON THE
ATTACHED ‘NORTHAMPTON PLAN’**

Defendants

**FOURTH WITNESS STATEMENT OF DAVID CHRISTOPHER
HOLLAND**

I, **DAVID CHRISTOPHER HOLLAND**, of Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP will say:

- 1 I am the Partner who has conduct over this matter at Squire Patton Boggs (UK) LLP. I confirm that I am duly authorised to make this Witness Statement on behalf of Essar Oil (UK) Limited and its subsidiaries in this claim.
- 2 I make this statement in support of the Claimants’ application for relief from sanctions pursuant to CPR 3.9 (the “**Application**”).
- 3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified. Facts and matters derived from other sources are true to the best of my knowledge and belief.
- 4 There is now produced and shown to me a paginated bundle of true copy documents marked “**DCH4**”. All references to documents in this statement are to **Exhibit DCH4** unless otherwise stated.

Relief Application

- 5 The Application is required due to a failure by the Claimants to comply with CPR 7.4(1)(b) in respect of service of the Particulars of Claim in these proceedings, in respect of which the Claimants asks the court to grant relief from sanctions pursuant to its powers under CPR 3.9.

- 6 Unless relief is granted, I understand that the Claimants have failed to comply with the rules on service for the Particulars of Claim under CPR 7.4(1)(b), CPR 6.20 and 6.21 and the Particulars of Claim will not otherwise be deemed served as part of these proceedings.

Circumstances of the Breach

- 7 These proceedings concern the Claimants' claim for injunctive relief in respect of potential trespass and nuisance arising from the threat of protestor action undertaken by Just Stop Oil and Extinction Rebellion protestor groups at each of the Claimants' oil refinery and terminal sites located at Stanlow, Tranmere and Northampton (the "**Sites**").
- 8 The Claim was filed with the court and issued on 19 April 2022 , together with the Claimants' application for urgent interim injunctive relief and order for alternative service (the "**Application**").
- 9 Due to the urgency of the Application, the Claimants did not file Particulars of Claim at the time the Claim Form was filed and issued by the court.
- 10 At a hearing before Mrs Justice Bacon on 21 April 2022, the Application was granted in the terms of the Order dated 21 April 2022 (the "**Original Order**") (pages 1 to 23 of **Exhibit DCH4**).
- 11 Under paragraph 14 of the Original Order, the Claimants were authorised to serve the Order, Claim Form, Response Pack, Application Notice and Witness Statement of John Barden dated 19 April 2022 together with any other applications (and supporting witness statements) and orders in the claim proceedings by the alternative methods prescribed, being:
- 11.1 Providing copies of the relevant documents in clear transparent sealed containers at designated points at each of the Sites;
- 11.2 Posting the relevant documents to the web-link at <https://www.essaroil.co.uk/legal-proceedings>;

11.3 Fixing warning notices at each of the Sites in the form approved by the court; and

11.4 Sending the information regarding where the relevant documents may be viewed at the specified web-link by email to the designated email addresses of each of the Defendants.

(together the “**Alternative Service Methods**”)

- 12 Notably, that paragraph omitted mention of the Particulars of Claim.
- 13 On 22 April 2022, the Claimants filed with the court a return application, with supporting evidence and draft Order, seeking continuation of the interim injunctive relief granted under the Original Order for a further period expiring on 11 May 2023. The return application was listed to be heard on 11 May 2022.
- 14 Between 22 and 29 April 2022 the Claimants served the documents set out in the paragraph 14 of the Original Order, together with the Claimants’ Skeleton Argument, Note of Hearing and Judgment and return hearing Application Notice, Return Hearing Order and Warning Notices, by the Alternative Service Methods. Certificates of Services dated 27 April 2022 and 29 April 2022 relating to each of the Sites were filed with the court on these dates.
- 15 On 5 May 2022 the Claimants served the Response Pack, together with a further copy of the Claim Form, on the Defendants by the Alternative Methods of Service. Further Certificates of Service dated 5 May 2022, relating to each of the Sites were filed with the Court on 5 May 2022.
- 16 At the return hearing on 11 May 2022, the Claimants’ return application was granted by Mr Justice Adam Johnson pursuant to a final Order dated 11 May 2022 (the “**Final Order**”) (pages 24 to 47 of **Exhibit DCH4**). Under paragraphs 14 and 16 of the Final Order, the Claimants were authorised to serve the Final Order and any other future applications (and supporting

evidence) and orders made in these proceedings by the Alternative Service Methods.

- 17 Again, notably, those paragraphs omitted mention of the Particulars of Claim.
- 18 On 17 May 2022 the Final Order and related documents were served on the Defendants by the Alternative Service Methods and a Certificate of Service in this regard was filed with the court on 19 May 2022.

Particulars of Claim

- 19 Due to the urgency of the Application, the Claimants did not file Particulars of Claim with the court at the time the Claim Form and Application were filed on 19 April 2022.
- 20 The Particulars of Claim were prepared following the hearing of the Application on 21 April 2022 and were filed with the Court on 5 May 2022.
- 21 In error, and by accidental omission, the Claimants did not include specific reference to the Particulars of Claim in the Application. In particular, the list of documents specified in paragraph 14 of the Original Order did not include reference to the Particulars of Claim and, as a result, did not expressly authorise the Claimants to serve the Particulars of Claim by the specified Alternative Service Methods.
- 22 Notwithstanding this, the Particulars of Claim were “served” by the Claimants on the Defendants by each of the Alternative Service Methods on 5 May 2022.

Request for Relief

- 23 I am aware of the basic criteria the court will apply in considering the Claimants’ application and address each of these criteria below.
- 24 Both I and the Claimants recognise that the failure to comply with CPR 7.4(1)(b) in respect of service of the Particulars of Claim is, on the face of it,

a “serious or significant” breach. The “reason” was pure accidental oversight. However, in the circumstances and the for the reasons set out below, the Defendants have been provided with the Particulars of Claim in just the same manner as if the missing words has been inserted in the Orders, and I do not believe that any harm or detriment to the Defendants has occurred due to the breach. Indeed, it is difficult to conceive how they could have been adversely affected, in particular:

24.1 As the Defendants to these proceedings are all Persons Unknown, the Claimants were unable to comply with any of the methods of service stipulated under CPR 6.20(1)(a) to (d) relating to service of documents other than the Claim Form. As a result, the Claimants required authority to serve the Particulars of Claim by alternative method(s) of service under CPR 6.27.

24.2 The Claimants did make an application for alternative service under CPR 6.27 as part of the Application, which was granted by the Court on 21 April 2022 under the terms of the Original Order. It was the genuine intention of the Claimants that the alternative service application should relate to all documents required to be served as part of these proceedings, not limited to those specific documents set out in the Original Order (and Final Order). In this regard, I would highlight that the wording of the Original Order and Final Order expressly authorises certain categories of additional documents, including further applications, related witness evidence and orders made in these proceedings by the Alternative Service Methods.

24.3 It was a genuine oversight that express reference to the Particulars of Claim was accidentally omitted from the wording of paragraph 14 of the draft Order submitted to court with the Application and, therefore, was not included in either paragraph 14 (or otherwise) of the Original Order or Final Order as a result. There is simply no reasonable rationale or reason why the Claimants would otherwise have elected not to include the Particulars of Claim in the categories of documents

to be authorised to be served by the Authorised Service Methods in its Application.

24.4 In any event, the Claimants did “serve” the Particulars of Claim on the Defendants by adopting the Alternative Service Methods on 5 May 2022 in reasonable belief that in doing so it had carried out effective service of the Particulars of Claim in these proceedings. As a result, the Defendants have been given notice of the Particulars of Claim by the alternative methods, just as much as if the missing words has been included.

25 The issue concerning service of the Particulars of Claim has come to light only in preparation of the Claimants’ application for further injunctive relief and this application for relief from sanctions has been made at the earliest opportunity in parallel with the Claimants’ application for continued injunctive relief being submitted to Court.

26 In the circumstances and for the reasons set out in this witness statement, I respectfully request that the Court grant the Claimants relief from sanctions for failure to comply with CPR 7.4(1)(b), by reason of omitting reference to the Particulars of Claim from paragraph 14 of the Original Order.

27 I believe that the breach concerning service of the Particulars of Claim is capable of being remedied by the Court either making an order dispensing with service of the Particulars of Claim, or ordering service in accordance with the Alternative Service Methods referred to in paragraph 1 of the draft Order by a particular date, or such other Order as the Court considers appropriate, to give effect to relief from sanctions and regularise or effect service of the Particulars of Claim. In this regard, I refer to paragraph 1 of the draft Order submitted with this application and respectfully ask that the Court make an order in those terms.

Statement of Truth

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

Signed: 

Dated: 3 May 2023

David Christopher Holland

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH4
Made on: 3 May 2023

CLAIM NO PT-2022-000326

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND
AND WALES
PROPERTY TRUSTS AND PROBATE LIST
BETWEEN:

- (1) ESSAR OIL (UK) LIMITED
- (2) STANLOW TERMINALS
LIMITED
- (3) INFRANORTH 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
FIRST CLAIMANT'S CONSENT,
ON THE FIRST CLAIMANT'S
LAND AT STANLOW
MANUFACTURING COMPLEX,
ELLESMERE PORT, CH65 4HB
SHOWN EDGED RED (SAVE
FOR THE AREAS HATCHED
BLUE AND ORANGE) ON THE
ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN
OBSTRUCT OR OTHERWISE
INTERFERE WITH THE FIRST
CLAIMANT'S ACCESS OVER
AND ALONG THE ROAD
SECTION SHOWN SHADED

**YELLOW ON THE ATTACHED
'STANLOW PLAN'**

**(3) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB, WHICH ARE SHOWN
MARKED "A", "B" and "C" ON
THE ATTACHED 'STANLOW
PLAN'**

**(4) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER
OR REMAIN, WITHOUT THE
SECOND CLAIMANT'S
CONSENT, ON THE SECOND
CLAIMANT'S LAND AT (A)
STANLOW MANUFACTURING
COMPLEX, ELLESMERE PORT,
CH65 4HB SHOWN HATCHED
BLUE ON THE ATTACHED
'STANLOW PLAN' (B)
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCE AND EXIT TO
TRANMERE OIL TERMINAL, ST
PAUL'S ROAD, BIRKENHEAD
WHICH IS SHOWN MARKED "A"
ON THE 'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION'
CAMPAIGN OR THE 'JUST
STOP OIL' CAMPAIGN ENTER**

**OR REMAIN, WITHOUT THE
THIRD CLAIMANT'S CONSENT,
ON THE THIRD CLAIMANT'S
LAND AT NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN EDGED RED (SAVE
FOR THE AREAS EDGED BLUE)
ON THE ATTACHED
'NORTHAMPTON PLAN'**

**(7) PERSONS UNKNOWN
WHO IN CONNECTION WITH
THE 'EXTINCTION REBELLION
CAMPAIGN' OR THE 'JUST
STOP OIL CAMPAIGN'
OBSTRUCT THE VEHICULAR
ENTRANCES OR EXITS TO
NORTHAMPTON OIL
TERMINAL, 25 ST JAMES MILL
ROAD, NORTHAMPTON NN5
5JN SHOWN MARKED WITH AN
"A" ON THE ATTACHED
'NORTHAMPTON PLAN'**

Defendants

**FOURTH WITNESS STATEMENT OF DAVID
CHRISTOPHER HOLLAND**

**Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
Tel: +44 (0)113 284 7000
Fax: +44 (0)113 284 7001
Ref: DH4/ESS.36-23**

Solicitors for the Claimants

On behalf of: the Claimants
Made by: David Christopher Holland
Exhibit: DCH4
Made on: 3 May 2023

IN THE HIGH COURT OF JUSTICE

Claim No PT-2022-000326

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

BETWEEN:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT'S CONSENT, ON THE FIRST CLAIMANT'S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED 'STANLOW PLAN'

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT'S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED 'STANLOW PLAN'

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED "A", "B" and "C" ON THE ATTACHED 'STANLOW PLAN'

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT'S CONSENT, ON THE SECOND CLAIMANT'S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED 'STANLOW PLAN' (B) TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD SHOWN EDGED BLUE ON THE ATTACHED 'TRANMERE PLAN'

(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD, BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE 'TRANMERE PLAN'


(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON PLAN'

(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE 'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED WITH AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'

Defendants

EXHIBIT DCH4

This is the exhibit marked "DCH4" referred to in the Fourth Witness Statement of David Christopher Holland dated 3 May 2023.

Signed: 

David Christopher Holland



IN THE HIGH COURT OF JUSTICE

Claim No: PT-2022-000326 21 Apr 2022

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

The Honourable Mrs Justice Bacon

PT-2022-000326

On 21 April 2022

B E T W E E N:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT’S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED ‘STANLOW PLAN’

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED “A”, “B” and “C” ON THE ATTACHED ‘STANLOW PLAN’

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT’S CONSENT, ON THE SECOND CLAIMANT’S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED ‘STANLOW PLAN’ (B) TRANMERE OIL TERMINAL, ST PAUL’S ROAD,

**BIRKENHEAD SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP
OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND
EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD,
BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP
OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD
CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT
NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD,
NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE
AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON
PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP
OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES
OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES
MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED WITH
AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

ORDER

**IF YOU THE WITHIN NAMED DEFENDANTS AND PERSONS UNKNOWN OR ANY
OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO
BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT
AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED**

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

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON the hearing of the Application Notice dated 19 April 2022 (“the Application Notice”).

AND UPON reading the Witness Statement of John Barden dated 19 April 2022.

AND UPON hearing Leading Counsel for the Claimants, Katharine Holland QC, and Junior Counsel for the Claimants, Yaaser Vanderman.

AND UPON the Court accepting the undertakings set out in Schedule 1 to this Order.

AND UPON the Claimant indicating that by seeking this Order it is not intended to prohibit lawful protest and acknowledging that this Order does not prohibit such prohibit lawful protest.

IT IS ORDERED THAT:

The Injunctions

1. Until trial or further order, the First Defendants shall not, without the consent of the First Claimant, enter or remain upon the First Claimant’s land at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB shown edged red (save for the areas hatched blue and orange) on the ‘Stanlow Plan’ at Schedule 2 to this Order (“the Stanlow Terminal”);
or
2. Until trial or further order, the Second Defendant shall not obstruct or otherwise interfere with the First Claimant’s access over and along the road section shown shaded yellow on the ‘Stanlow Plan’ at Schedule 2 to this Order.

3. Until trial or further order, the Third Defendant shall not obstruct or otherwise interfere with the vehicular entrances and exits to the Stanlow Terminal which are shown marked “A”, “B” and “C” on the ‘Stanlow Plan’ at Schedule 2 to this Order;
4. Until trial or further order, the Fourth Defendant shall not, without the consent of the Second Claimant, enter or remain on the Second Claimant’s land at:
 - (a) The parts of the Stanlow Terminal which are shown hatched blue on the ‘Stanlow Plan’ at Schedule 2 to this Order; or
 - (b) Tranmere Oil Terminal, St Paul’s Road, Birkenhead CH42 1LQ shown edged blue on the ‘Tranmere Plan’ at Schedule 2 to this Order (“the Tranmere Terminal”).
5. Until trial or further order, the Fifth Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Tranmere Terminal which is shown marked “A” on the ‘Tranmere Plan’ at Schedule 2 to this Order.
6. Until trial or further order, the Sixth Defendant shall not, without the consent of the Third Claimant, enter or remain on the Third Claimant’s land at Northampton Oil Terminal, 25 St James Mill Road, Northampton, NN5 5JN shown edged red (save for those parts edged blue) on the ‘Northampton Plan’ at Schedule 2 to this Order (“the Northampton Terminal”).
7. Until trial or further order, the Seventh Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.

Interpretation of this Order

8. A Defendant who is ordered not to do something must not do it himself/herself/themselves or in any other way. He/she/they must not do it through

another acting in his/her/their name or on his/her/their instructions or with his/her/their encouragement.

Variation of this Order

9. The Defendants or any other person affected by this Order or served or notified of this Order may apply to the Court at any time to vary or discharge it (or so much of it as affects that person) but if they wish to do so they must inform the Claimants' solicitors immediately (and in any event not less than 24 hours before the hearing of any such application). If any evidence is to be relied upon in support of such an application, the substance of it must be communicated in writing to the Claimants' solicitors at least 12 hours in advance of any hearing.
10. Any person applying to vary or discharge this Order must provide their full name and address, an address for service, and must also apply to be joined as a named defendant to the Claim at the same time.
11. The Claimants have permission to apply to extend or vary this Order or for further directions.

Return Date

12. There shall be a return date hearing to be listed on 11 May 2022 ("the Return Date"), with a time estimate of 2 hours and provisionally in the Interim Applications List. Any party disagreeing with the time estimate should notify the Court as soon as possible.

13. Any Defendant who proposes to attend and oppose the order on the Return Date shall file a skeleton argument and any evidence to be relied upon by no later than 4pm on 6 May 2022.

Service by an Alternative Method

14. Pursuant to CPR 6.15, 6.27 and 81.4.2(c) and (d), the Claimants are permitted, in addition to any personal service, to serve this Order, the Claim Form, the Response Pack, the Application Notice, the Witness Statement of John Barden dated 19 April 2022 (and exhibits thereto) and any other applications (and evidence in support) and orders in this Claim (“the Documents”) by:

(a) providing copies of the Documents (together with a notice which states that copies of the Documents may be viewed at the web link referred to in Paragraph 14(b) of this Order) in clear transparent sealed containers at:

- (i) each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, which are marked with an “A” on the ‘Stanlow Plan’, ‘the Tranmere Plan’ and ‘the Northampton Plan’ at Schedule 2 to this Order;
- (ii) 1 other prominent location at each of the said Terminals.

(b) posting copies of the Documents at www.essaroil.co.uk under the heading “*Legal Proceedings*”;

(c) fixing warning notices, in a size of not less than A2, which:

- (i) In the case of the Stanlow Terminal, shall be in the form set out in the ‘Stanlow Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exits to the Stanlow Terminal, which are shown marked with an “A” on the ‘Stanlow Plan’ at Schedule 2 to this Order;
- (ii) In the case of the Tranmere Terminal, shall be in the form set out in the ‘Tranmere Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exits to the Tranmere Terminal, which are shown marked with an “A” on the ‘Tranmere Plan’ at Schedule 2 to this Order;
- (iii) In the case of the Northampton Terminal, shall be in the form set out in the ‘Northampton Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.

(d) sending an email to the following email addresses with the information that copies of the Documents may be viewed at the weblink referred to in Paragraph 14(b) of this Order:

juststopoil@protonmail.com

enquiries@extinctionrebellion.uk

xr-legal@riseup.net

XRMidlands@protonmail.com

support@xrnorth.org

15. Pursuant to CPR 6.15(3), 6.27 and 81.4(2)(c), service of this Order, the Claim Form, the Response Pack, the Application Notice, the Witness Statements (and exhibits thereto) and the Application Notice in respect of the Return Date shall be deemed to have been effected 1 day after they have been served by the methods identified in Paragraph 14 of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

16. Pursuant to CPR 6.15(3), 6.27 and 81.4(2)(c), service of any Documents other than those referred to in Paragraph 15 shall be deemed to have been effected 1 day after they have been served by the methods identified in sub-paragraphs 14(a), (b) and (d) of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

17. Pursuant to CPR 6.15(4), the period for service of any acknowledgement of service, admission or defence shall be 42 days.

18. This Order shall be served by the Claimants on the Defendants.

Costs

19. Costs reserved.

Communications with the Claimants

20. The Claimants' solicitors and their contact details are:

FAO David C. Holland

Squire Patton Boggs (UK) LLP

6 Wellington Place

Leeds LS1 4AP

E: david.holland@squirepb.com

T: 0113 284 7014

Reference: DH4/ESS.36-23

Communications with the Court

21. All communications about this Order shall be sent to

Court Manager
High Court of Justice
Chancery Division
Rolls Building
7 Rolls Building
Fetter Lane
London
EC4A 1N1

The telephone number is 020 7947 7501. The offices are open weekdays 10 am to 4.30pm.

DATED: 21 April 2022

Service of the order

The court has provided a sealed copy of this order to the serving party: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP

Schedule 1

1. To issue and serve an Application Notice for the Return Date hearing on 11 May 2022.
2. The First Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 1, 2 or 3 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the First Claimant will comply with any order the Court may make.
3. The Second Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 4 or 5 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Second Claimant will comply with any order the Court may make.
4. The Third Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 6 or 7 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Third Claimant will comply with any order the Court may make.

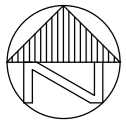
Schedule 2

Stanlow Plan

Tranmere Plan

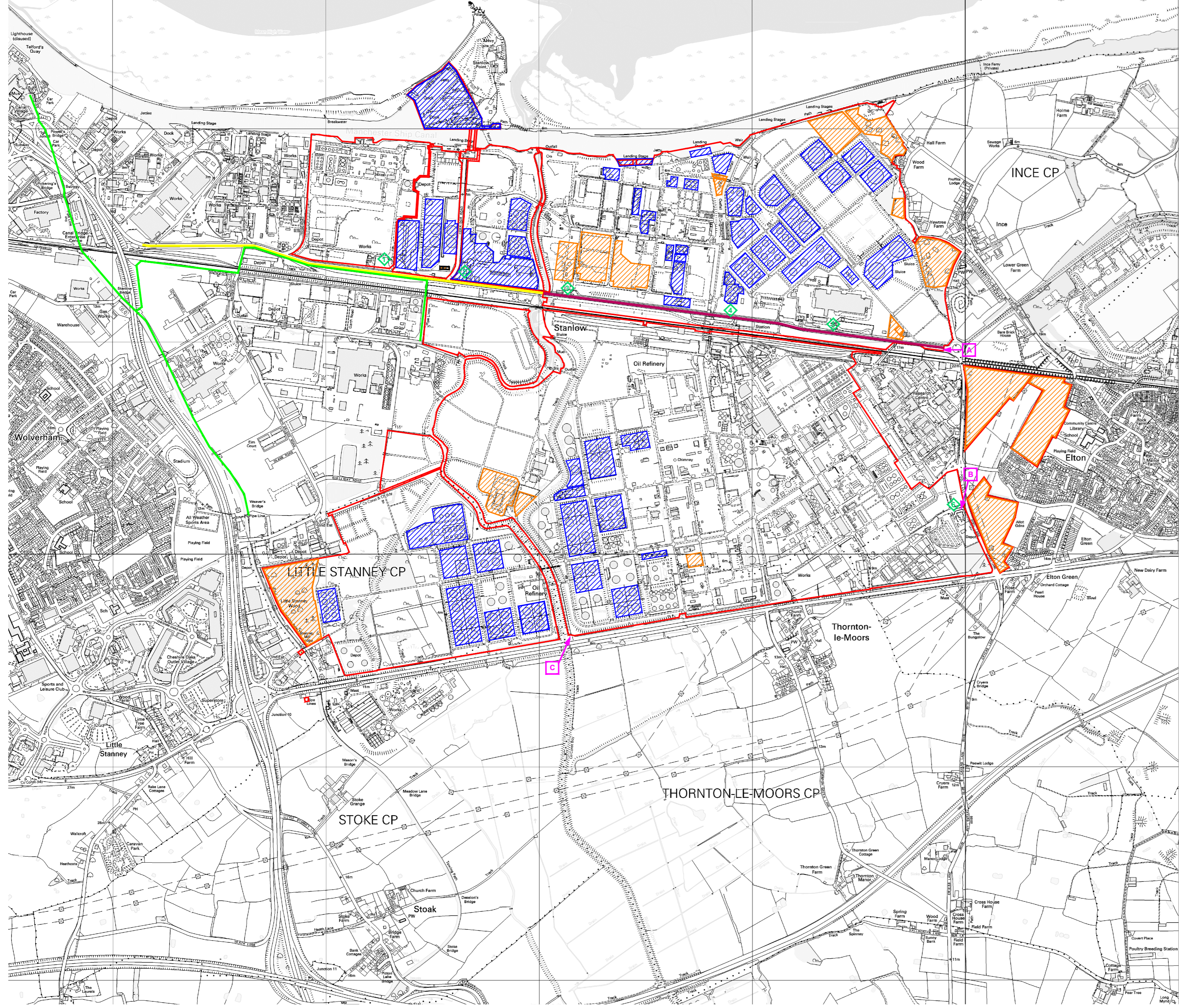
Northampton Plan




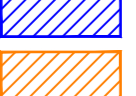



Stanlow Plan

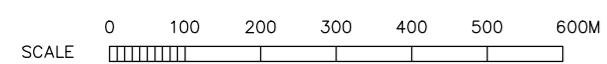


ELLESMERE PORT

ORDNANCE SURVEY MAPS WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICES, © CROWN COPYRIGHT. ORDNANCE SURVEY MAP SHEETS SJ47NW, NE, SE & SW HAVE BEEN USED TO CREATE THIS DRAWING



- KEY**
-  Oil Sites Road - Essar Owned
 -  Oil Sites Road - Peel Owned (Scale Approx)
 -  Extent of Essar Freehold & Leasehold Interests
 -  Public rights of way
 -  Essar land leased to Stanlow Terminals Limited
 -  Essar land leased to Third Parties
 -  Stanlow Refinery Gates
 -  Stanlow Refinery Road Access Point



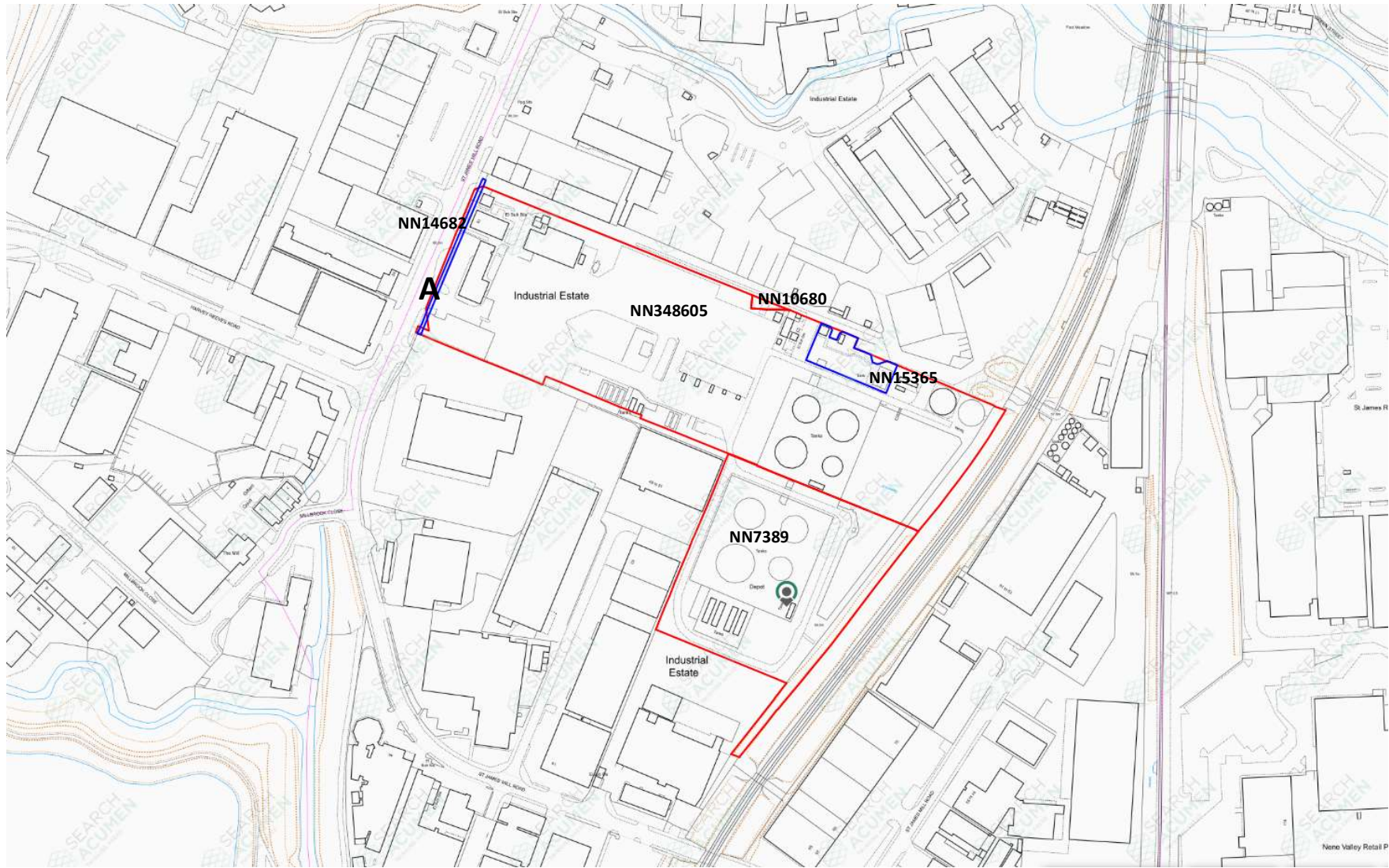
Title: STANLOW PLAN
Drawing No. 00878835 Revision 0
Issue Date: April 2022
Drawn: Allister Clark

Tranmere Plan

**Sublease
Title Number: MS680708**



Northampton Plan



Schedule 3

Stanlow Notice

Tranmere Notice

Northampton Notice

Stanlow Notice

NOTICE OF HIGH COURT INJUNCTION

Following application to the High Court dated 19 April 2022 (Claim no. PT-2022-000326) by (1) Essar Oil (UK) Limited (2) Stanlow Terminals Limited (3) Infranorth Limited (the Claimants)

On 21 April 2022, the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until 11 May 2022, when it will be considered at a further hearing.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the First, Second and Third Defendants in the Order.

The order includes a prohibition upon:

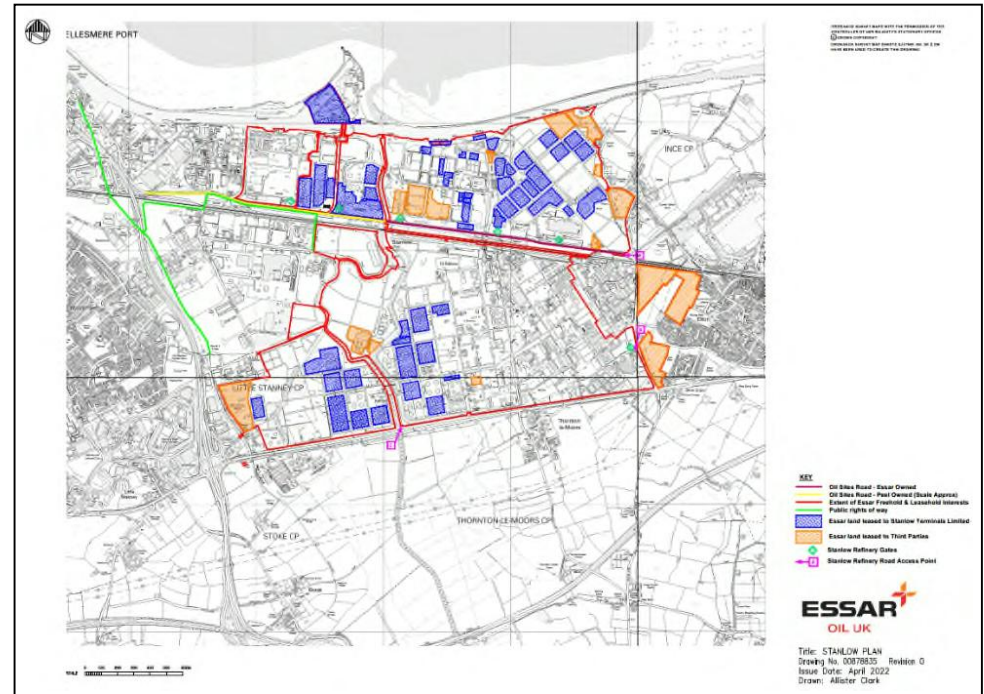
- Entering or remaining upon the land edged red (including those areas hatched blue but not those areas hatched orange) without the consent of Essar Oil (UK) Limited
- Obstructing or otherwise interfering with: access over and along the road shaded yellow; or, the entrances and exits marked “A”, “B” and “C”

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ROADS/ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading “Legal Proceedings”

Claimants’ solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)



Tranmere Notice

NOTICE OF HIGH COURT INJUNCTION

Following application to the High Court dated 19 April 2022 (Claim no. PT-2022-000326) by (1) Essar Oil (UK) Limited (2) Stanlow Terminals Limited (3) Infranorth Limited (the Claimants)

On 21 April 2022, the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until 11 May 2022, when it will be considered at a further hearing.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Fourth and Fifth Defendants in the Order.

The order includes a prohibition upon:

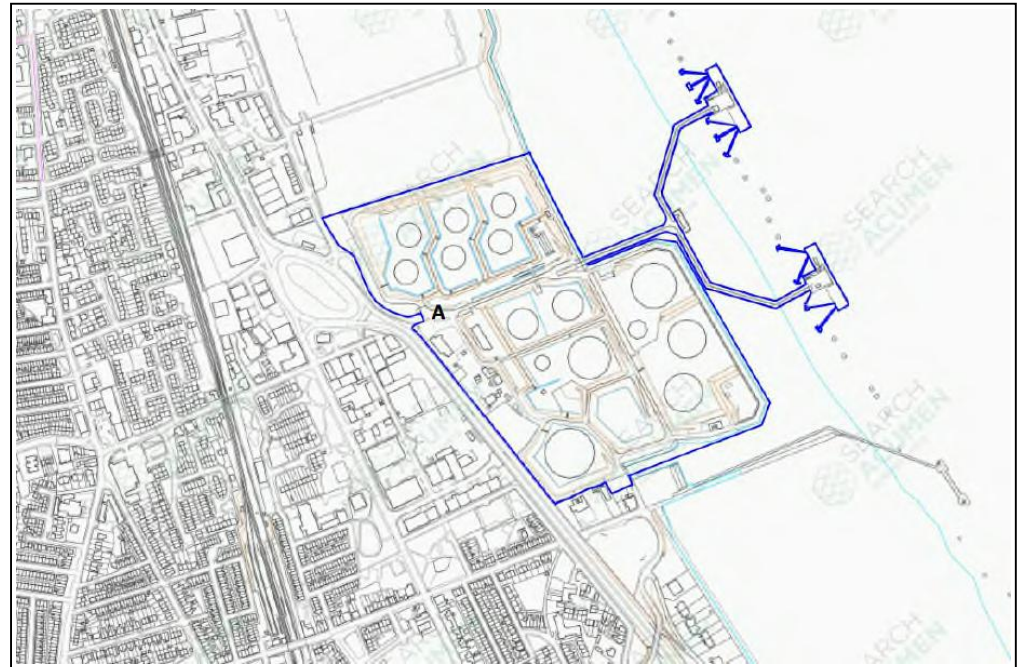
- Entering or remaining upon the land edged blue without the consent of Stanlow Terminals Limited
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading "Legal Proceedings"

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)



Northampton Notice

NOTICE OF HIGH COURT INJUNCTION

Following application to the High Court dated 19 April 2022 (Claim no. PT-2022-000326) by (1) Essar Oil (UK) Limited
(2) Stanlow Terminals Limited (3) Infranorth Limited (the Claimants)

On 21 April 2022, the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until 11 May 2022, when it will be considered at a further hearing.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Sixth and Seventh Defendants in the Order.

The order includes a prohibition upon:

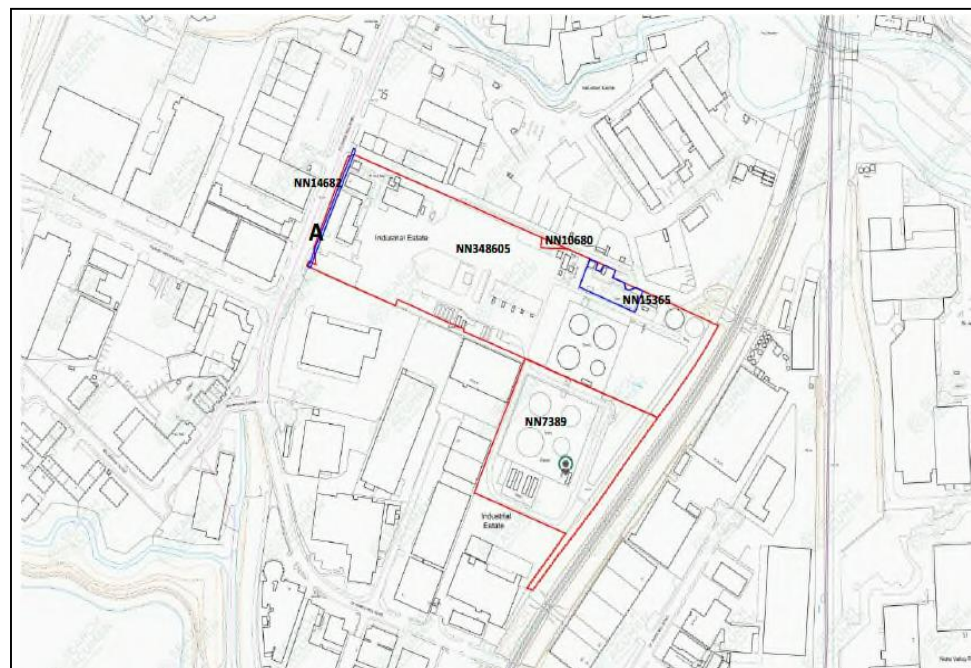
- Entering or remaining upon the land edged red (except those parts edged blue), without the consent of Infranorth Ltd
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading "Legal Proceedings"

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)



IN THE HIGH COURT OF JUSTICE

Claim No: PT-2022-000326



BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY TRUSTS AND PROBATE LIST

PT-2022-000326

Before Mr Justice Adam Johnson

On 11 May 2022

B E T W E E N:

- (1) ESSAR OIL (UK) LIMITED**
- (2) STANLOW TERMINALS LIMITED**
- (3) INFRANORTH 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 FIRST CLAIMANT’S CONSENT, ON THE FIRST CLAIMANT’S LAND AT STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN EDGED RED (SAVE FOR THE AREAS HATCHED BLUE AND ORANGE) ON THE ATTACHED ‘STANLOW PLAN’

(2) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN OBSTRUCT OR OTHERWISE INTERFERE WITH THE FIRST CLAIMANT’S ACCESS OVER AND ALONG THE ROAD SECTION SHOWN SHADED YELLOW ON THE ATTACHED ‘STANLOW PLAN’

(3) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION CAMPAIGN’ OR THE ‘JUST STOP OIL CAMPAIGN’ OBSTRUCT THE VEHICULAR ENTRANCE AND EXIT TO STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB, WHICH ARE SHOWN MARKED “A”, “B” and “C” ON THE ATTACHED ‘STANLOW PLAN’

(4) PERSONS UNKNOWN WHO IN CONNECTION WITH THE ‘EXTINCTION REBELLION’ CAMPAIGN OR THE ‘JUST STOP OIL’ CAMPAIGN ENTER OR REMAIN, WITHOUT THE SECOND CLAIMANT’S CONSENT, ON THE SECOND CLAIMANT’S LAND AT (A) STANLOW MANUFACTURING COMPLEX, ELLESMERE PORT, CH65 4HB SHOWN HATCHED BLUE ON THE ATTACHED ‘STANLOW PLAN’ (B) TRANMERE OIL TERMINAL, ST PAUL’S ROAD,

**BIRKENHEAD SHOWN EDGED BLUE ON THE
ATTACHED 'TRANMERE PLAN'**

**(5) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP
OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCE AND
EXIT TO TRANMERE OIL TERMINAL, ST PAUL'S ROAD,
BIRKENHEAD WHICH IS SHOWN MARKED "A" ON THE
'TRANMERE PLAN'**

**(6) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION' CAMPAIGN OR THE 'JUST STOP
OIL' CAMPAIGN ENTER OR REMAIN, WITHOUT THE THIRD
CLAIMANT'S CONSENT, ON THE THIRD CLAIMANT'S LAND AT
NORTHAMPTON OIL TERMINAL, 25 ST JAMES MILL ROAD,
NORTHAMPTON NN5 5JN SHOWN EDGED RED (SAVE FOR THE
AREAS EDGED BLUE) ON THE ATTACHED 'NORTHAMPTON
PLAN'**

**(7) PERSONS UNKNOWN WHO IN CONNECTION WITH THE
'EXTINCTION REBELLION CAMPAIGN' OR THE 'JUST STOP
OIL CAMPAIGN' OBSTRUCT THE VEHICULAR ENTRANCES
OR EXITS TO NORTHAMPTON OIL TERMINAL, 25 ST JAMES
MILL ROAD, NORTHAMPTON NN5 5JN SHOWN MARKED WITH
AN "A" ON THE ATTACHED 'NORTHAMPTON PLAN'**

Defendants

ORDER

**IF YOU THE WITHIN NAMED DEFENDANTS AND PERSONS UNKNOWN OR ANY
OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO
BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT
AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED**

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

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON the Return Date hearing following the Order dated 21 April 2022.

AND UPON the hearing of the Application Notice dated 22 April 2022 (“the Application Notice”).

AND UPON reading the Witness Statement of Jonathan Peter Barden dated 19 April 2022, the First Witness Statement of David Christopher Holland dated 5 May 2022, the Second Witness Statement of David Christopher Holland dated 9 May 2022 and the Third Witness Statement of David Christopher Holland dated 10 May 2022.

AND UPON hearing Leading Counsel for the Claimants, Katharine Holland QC, and Junior Counsel for the Claimants, Yaaser Vanderman.

AND UPON the Court accepting the undertakings set out in Schedule 1 to this Order.

AND UPON the Claimant indicating that by seeking this Order it is not intended to prohibit lawful protest and acknowledging that this Order does not prohibit such prohibit lawful protest.

IT IS ORDERED THAT:

The Injunctions

1. Until 11 May 2023 or further order in the meantime, the First Defendants shall not, without the consent of the First Claimant, enter or remain upon the First Claimant’s land at Stanlow Manufacturing Complex, Ellesmere Port, CH65 4HB shown edged red (save for the areas hatched blue and orange) on the ‘Stanlow Plan’ at Schedule 2 to this Order (“the Stanlow Terminal”); or

2. Until 11 May 2023 or further order in the meantime, the Second Defendant shall not obstruct or otherwise interfere with the First Claimant's access over and along the road section shown shaded yellow on the 'Stanlow Plan' at Schedule 2 to this Order.

3. Until 11 May 2023 or further order in the meantime, the Third Defendant shall not obstruct or otherwise interfere with the vehicular entrances and exits to the Stanlow Terminal which are shown marked "A", "B" and "C" on the 'Stanlow Plan' at Schedule 2 to this Order;

4. Until 11 May 2023 or further order in the meantime, the Fourth Defendant shall not, without the consent of the Second Claimant, enter or remain on the Second Claimant's land at:
 - (a) The parts of the Stanlow Terminal which are shown hatched blue on the 'Stanlow Plan' at Schedule 2 to this Order; or
 - (b) Tranmere Oil Terminal, St Paul's Road, Birkenhead CH42 1LQ shown edged blue on the 'Tranmere Plan' at Schedule 2 to this Order ("the Tranmere Terminal").

5. Until 11 May 2023 or further order in the meantime, the Fifth Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Tranmere Terminal which is shown marked "A" on the 'Tranmere Plan' at Schedule 2 to this Order.

6. Until 11 May 2023 or further order in the meantime, the Sixth Defendant shall not, without the consent of the Third Claimant, enter or remain on the Third Claimant's land at Northampton Oil Terminal, 25 St James Mill Road, Northampton, NN5 5JN shown edged red (save for those parts edged blue) on the 'Northampton Plan' at Schedule 2 to this Order ("the Northampton Terminal").

7. Until 11 May 2023 or further order in the meantime, the Seventh Defendant shall not obstruct or otherwise interfere with the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.

Interpretation of this Order

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

Variation of this Order

9. The Defendants or any other person affected by this Order or served or notified of this Order may apply to the Court at any time to vary or discharge it (or so much of it as affects that person) but if they wish to do so they must inform the Claimants’ solicitors immediately (and in any event not less than 3 clear days before the hearing of any such application). If any evidence is to be relied upon in support of such an application, the substance of it must be communicated in writing to the Claimants’ solicitors at least 2 clear days in advance of any hearing.
10. Any person applying to vary or discharge this Order must provide their full name and address, an address for service, and must also apply to be joined as a named defendant to the Claim at the same time.
11. The Claimants have permission to apply to extend or vary this Order or for further directions.

Service of this Order

12. Pursuant to CPR 6.15, 6.27 and 81.4.2(c) and (d), the Claimants are permitted, in addition to any personal service, to serve this Order by:

(a) providing copies of the Order (together with a notice which states that copies of the Order may be viewed at the web link referred to in Paragraph 12(b) of this Order) in clear transparent sealed containers at:

- (i) each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, which are marked with an “A” on the ‘Stanlow Plan’, ‘the Tranmere Plan’ and ‘the Northampton Plan’ at Schedule 2 to this Order;
- (ii) 1 other prominent location at each of the said Terminals.

(b) posting copies of the Order at www.essaroil.co.uk under the heading “*Legal Proceedings*”;

(c) fixing warning notices, in a size of not less than A2, which:

- (i) In the case of the Stanlow Terminal, shall be in the form set out in the ‘Stanlow Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exits to the Stanlow Terminal, which are shown marked with an “A” on the ‘Stanlow Plan’ at Schedule 2 to this Order;
- (ii) In the case of the Tranmere Terminal, shall be in the form set out in the ‘Tranmere Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrances and exits to the Tranmere Terminal, which are shown marked with an “A” on the ‘Tranmere Plan’ at Schedule 2 to this Order;
- (iii) In the case of the Northampton Terminal, shall be in the form set out in the ‘Northampton Notice’ at Schedule 3 to this Order and which shall be placed at the vehicular entrance and exit to the Northampton Terminal which is shown marked with an “A” on the ‘Northampton Plan’ at Schedule 2 to this Order.

(d) sending an email to the following email addresses with the information that copies

of the Order may be viewed at the weblink referred to in Paragraph 12(b) of this Order:

juststopoil@protonmail.com

enquiries@extinctionrebellion.uk

xr-legal@riseup.net

XRMidlands@protonmail.com

support@xrnorth.org

13. The Claimants do provide a note of the judgment of Mr Justice Adam Johnson dated 11 May 2022 to the Defendants by the methods referred to in Paragraph 12(b) and (d) of this Order within 7 days.

14. Pursuant to CPR 6.15(3), 6.27 and 81.4(2)(c), service of this Order shall be deemed to have been effected 1 day after it has been served by the methods identified in Paragraph 12 of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

15. Pursuant to CPR 6.15(4), the period for service of any acknowledgement of service, admission or defence shall be 22 days.

Service of other documents

16. Pursuant to CPR 6.15, 6.27 and 81.4.2(c) and (d), the Claimants are permitted, in addition to any personal service, to serve any other applications (and evidence in support) and orders in this Claim (“the Further Documents”) by:

(a) providing copies of the Further Documents in clear transparent sealed containers at:

- (i) each of the vehicular entrances and exits to the Stanlow Terminal, the Tranmere Terminal and the Northampton Terminal, which are marked with an “A” on the ‘Stanlow Plan’, ‘the Tranmere Plan’ and ‘the Northampton Plan’ at Schedule 2 to this Order;
- (ii) 1 other prominent location at each of the said Terminals.

(b) posting copies of the Further Documents at www.essaroil.co.uk under the heading “*Legal Proceedings*”;

(c) sending an email to the following email addresses with the information that copies of the Further Documents may be viewed at the weblink referred to in Paragraph 16(b) of this Order:

juststopoil@protonmail.com

enquiries@extinctionrebellion.uk

xr-legal@riseup.net

XRMidlands@protonmail.com

support@xrnorth.org

17. Pursuant to CPR 6.15(3), 6.27 and 81.4(2)(c), service of the Further Documents shall be deemed to have been effected 1 day after they have been served by the methods identified in Paragraph 16 of this Order, such date to be verified by the completion of a certificate of service, and such service to stand as good and sufficient service.

Costs

18. Costs reserved

Communications with the Claimants

19. The Claimants’ solicitors and their contact details are:

FAO David C. Holland

Squire Patton Boggs (UK) LLP

6 Wellington Place

Leeds LS1 4AP

E: david.holland@squirepb.com

T: 0113 284 7014

Reference: DH4/ESS.36-23

Communications with the Court

20.All communications about this Order shall be sent to

Court Manager
High Court of Justice
Chancery Division
Rolls Building
7 Rolls Building
Fetter Lane
London
EC4A 1NI

The telephone number is 020 7947 7501. The offices are open weekdays 10 am to 4.30pm.

Service of the order

21.This Order shall be served by the Claimants on the Defendants.

The court has provided a sealed copy of this order to the serving party: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds LS1 4AP

DATED: 11 May 2022

Schedule 1

1. The First Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 1, 2 or 3 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the First Claimant will comply with any order the Court may make.
2. The Second Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 4 or 5 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Second Claimant will comply with any order the Court may make.
3. The Third Claimant undertaking that if the Court later finds that the injunctions granted in paragraphs 6 or 7 of this Order have caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Third Claimant will comply with any order the Court may make.

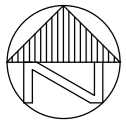
Schedule 2

Stanlow Plan

Tranmere Plan

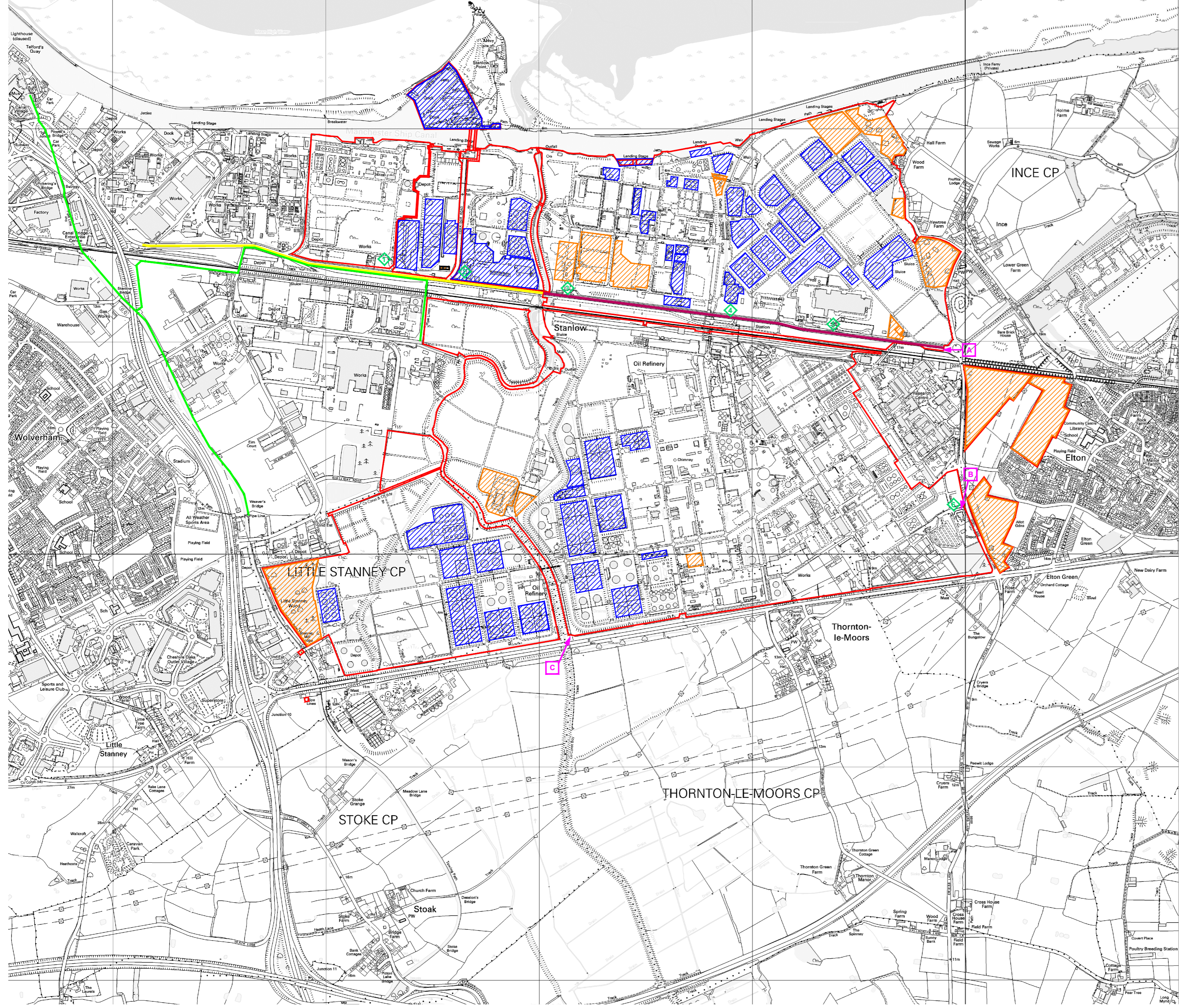
Northampton Plan








Stanlow Plan

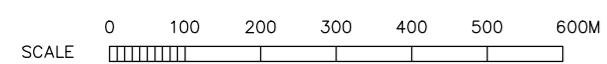


ELLESMERE PORT

ORDNANCE SURVEY MAPS WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICES, © CROWN COPYRIGHT. ORDNANCE SURVEY MAP SHEETS SJ47NW, NE, SE & SW HAVE BEEN USED TO CREATE THIS DRAWING



- KEY**
-  Oil Sites Road - Essar Owned
 -  Oil Sites Road - Peel Owned (Scale Approx)
 -  Extent of Essar Freehold & Leasehold Interests
 -  Public rights of way
 -  Essar land leased to Stanlow Terminals Limited
 -  Essar land leased to Third Parties
 -  Stanlow Refinery Gates
 -  Stanlow Refinery Road Access Point



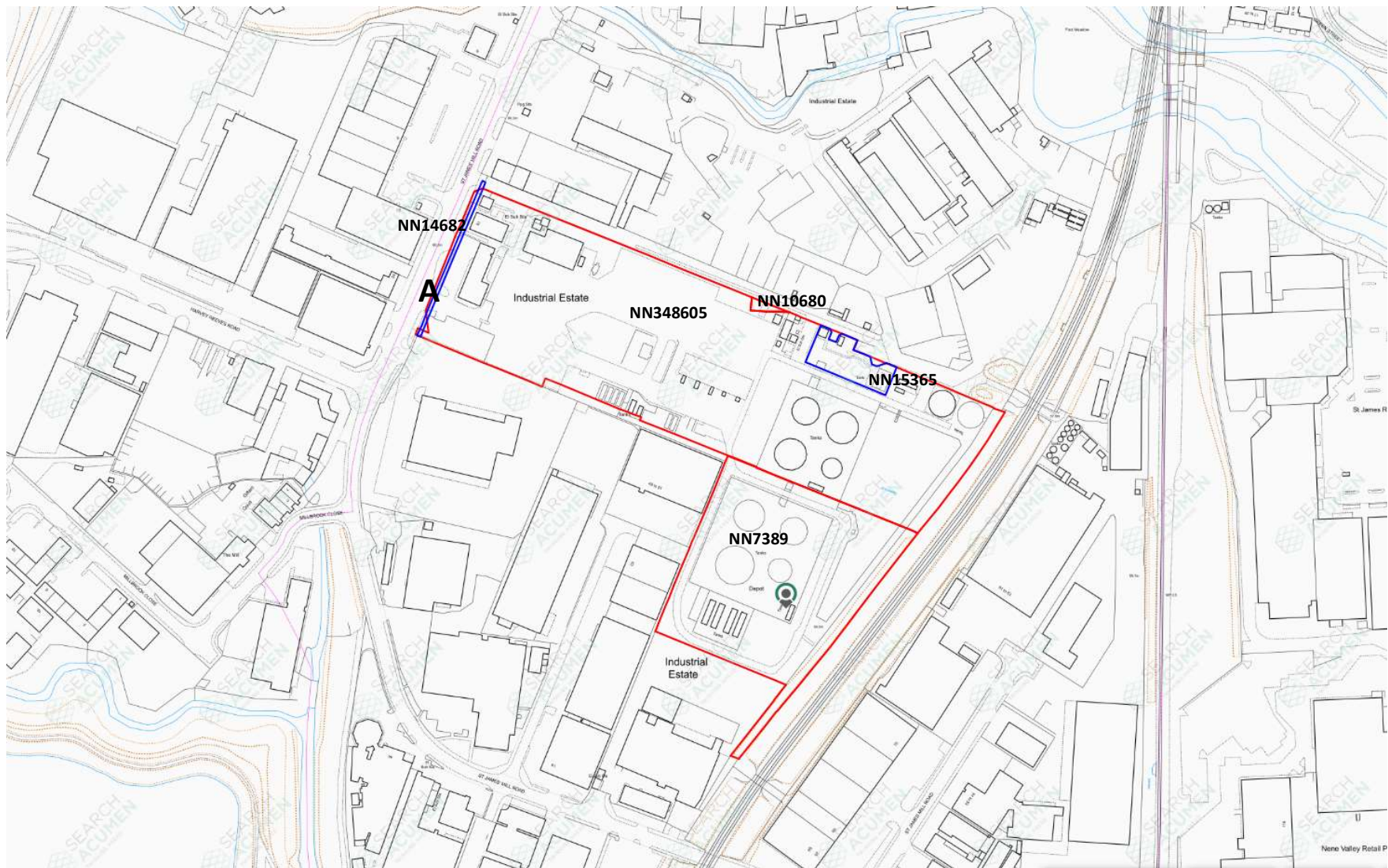
Title: STANLOW PLAN
Drawing No. 00878835 Revision 0
Issue Date: April 2022
Drawn: Allister Clark

Tranmere Plan

**Sublease
Title Number: MS680708**



Northampton Plan



Schedule 3

Stanlow Notice

Tranmere Notice

Northampton Notice

Stanlow Notice

NOTICE OF HIGH COURT INJUNCTION

Following application to the High Court dated 22 April 2022 (Claim no. PT-2022-000326) by (1) Essar Oil (UK) Limited (2) Stanlow Terminals Limited (3) Infranorth Limited (the Claimants)

On 11 May 2022, the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until 11 May 2023 or further order in the meantime.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the First, Second and Third Defendants in the Order.

The order includes a prohibition upon:

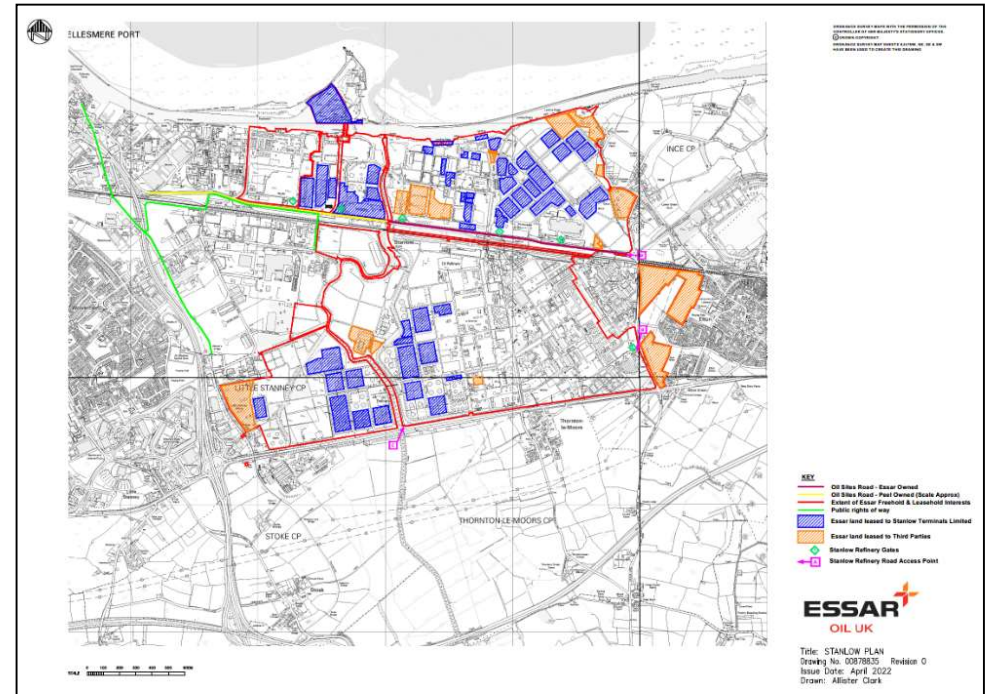
- Entering or remaining upon the land edged red (including those areas hatched blue but not those areas hatched orange) without the consent of Essar Oil (UK) Limited
- Obstructing or otherwise interfering with: access over and along the road shaded yellow; or, the entrances and exits marked "A", "B" and "C"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ROADS/ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading "Legal Proceedings"

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)



Tranmere Notice

NOTICE OF HIGH COURT INJUNCTION

Following application to the High Court dated 22 April 2022 (Claim no. PT-2022-000326) by (1) Essar Oil (UK) Limited (2) Stanlow Terminals Limited (3) Infranorth Limited (the Claimants)

On 11 May 2022, the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until 11 May 2023 or further order in the meantime.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Fourth and Fifth Defendants in the Order.

The order includes a prohibition upon:

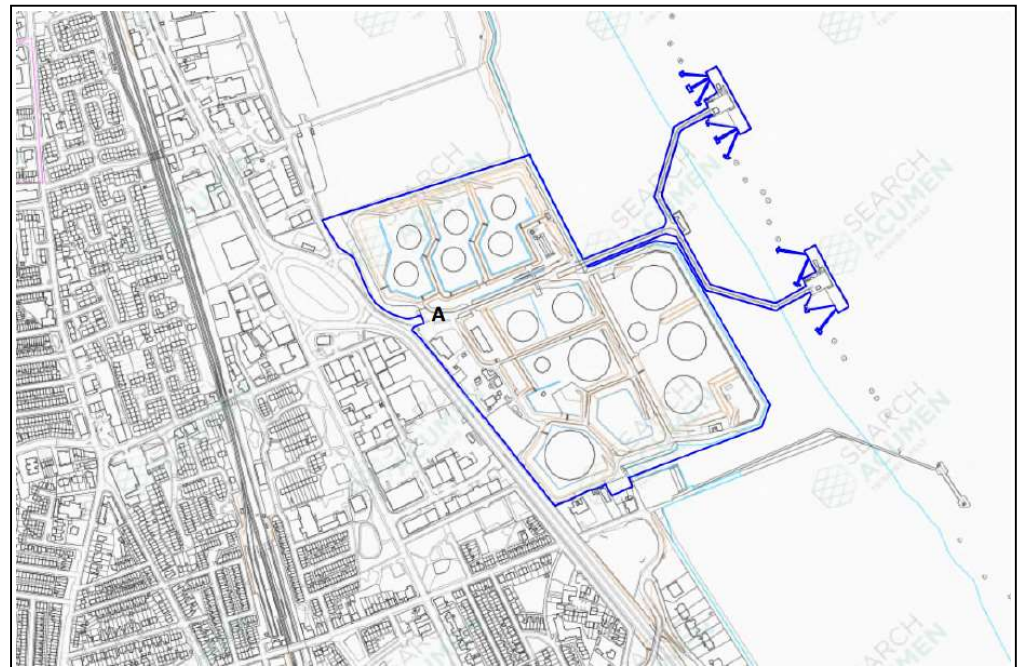
- Entering or remaining upon the land edged blue without the consent of Stanlow Terminals Limited
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading "Legal Proceedings"

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)



Northampton Notice

NOTICE OF HIGH COURT INJUNCTION

Following application to the High Court dated 22 April 2022 (Claim no. PT-2022-000326) by (1) Essar Oil (UK) Limited
(2) Stanlow Terminals Limited (3) Infranorth Limited (the Claimants)

On 11 May 2022, the High Court granted a temporary injunction, relating to the land in the accompanying map, in force until 11 May 2023 or further order in the meantime.

This prohibition applies to Persons Unknown acting in connection with the Extinction Rebellion or Just Stop Oil campaigns and as more particularly defined as the Sixth and Seventh Defendants in the Order.

The order includes a prohibition upon:

- Entering or remaining upon the land edged red (except those parts edged blue), without the consent of Infranorth Ltd
- Obstructing or otherwise interfering with the entrance and exit marked "A"

IF THIS ORDER IS DISOBEYED OR IF INSTRUCTION OR ENCOURAGEMENT TO OTHERS TO BREACH IT IS GIVEN YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED

THIS MEANS THAT YOU MUST NOT GO BEYOND THIS NOTICE AND ENTER THIS SITE WITHOUT PERMISSION. THIS ALSO MEANS THAT YOU MUST NOT OBSTRUCT THE ENTRANCES/EXITS REFERRED TO ABOVE. IF YOU DO, YOU MAY BE SENT TO PRISON OR HAVE YOUR ASSETS SEIZED.

Copies of the Order and the other court documents can be viewed at www.essaroil.co.uk under the heading "Legal Proceedings"

Claimants' solicitors: Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (tel no: 0113 284 7014, email address: david.holland@squirepb.com)

