

Petroleum Act 1998

**PETROLEUM EXPLORATION AND
DEVELOPMENT LICENCE**

PEDL321

**THE SECRETARY OF STATE
FOR ENERGY AND
CLIMATE CHANGE**

and

SOUTH WESTERN ENERGY LIMITED

This Licence, made the *15th September 2016*
between the Secretary of State for Energy and Climate Change, on behalf of
Her Majesty, of the one part and the companies listed in Schedule 4 of the
other part, witnesseth as follows:-

PART I – MODEL CLAUSES

Interpretation

1. -(1) In this Licence the following expressions have the following meanings –

“the Act” means the Petroleum Act 1998;

“Block” means an area comprised in this licence which is delineated on the reference map deposited at the office of the Department of Energy and Climate Change, London, SW1;

“Development Area” means a Development Area described in an approval notice under clause 19(2)(a) of this licence or, where appropriate, a notice approving an amendment to a Development Area under clause 19(5) of this licence;

“Development Scheme” has the meaning given to it in clause 28;

“Half Year” means the period from 1st January to 30th June in any year and the period from 1st July to 31st December in any year;

“Initial Term” means the period specified as such in Schedule 5 to this licence;

“the Licensed Area” means the area for the time being in which the Licensee may exercise the rights granted by this licence;

“the Licensee” means the person or persons to whom this licence is granted (specified as such in Schedule 4 to this Licence), his personal representatives and any person or persons to whom the rights conferred by this licence may lawfully have been assigned;

“the Minister” means the Secretary of State for Energy and Climate Change;

“Methane Drainage Licence” means a licence to get natural gas in the course of operations for making and keeping safe mines whether or not disused;

“Oil Field” has the meaning given to it in clause 28;

“Petroleum” includes any mineral oil or relative hydrocarbon and natural gas existing in its natural condition in strata but does not include coal or bituminous shales or other stratified deposits from which oil can be extracted by destructive distillation;

“Production Period” means the period specified as such in Schedule 5 to this Licence;

“Retention Area” means a Retention Area described in an approval notice under clause 16(1) of this licence or, where appropriate, a notice approving an amendment to Retention Area under clause 16(6) of this licence;

“Second Term” means the period specified as such in Schedule 5 to this licence;

“source-rock production” has the meaning given to it in clause 19(7);

“Start Date” means the date specified as such in Schedule 5 to this licence;

"Well" includes borehole; and

"Work Programme" means the programme set out in Schedule 3 to this licence.

(2) Any obligations which are to be observed and performed by the Licensee shall at any time at which the Licensee is more than one person be joint and several obligations.

Right to search and bore for and get Petroleum

2. In consideration of the payments hereinafter provided for and the performance and observance by the Licensee of the terms and conditions herein contained, the Minister, in exercise of the powers conferred upon him by the Act, hereby grants to the Licensee exclusive licence and liberty during the continuance of this licence and subject to the provisions hereof to search and bore for, and get, Petroleum in the area described in Schedule 1 to this licence provided that nothing in this licence shall affect the right of the Minister to grant a Methane Drainage Licence in respect of the whole or any part of the Licensed Area or affect the exercise of any rights granted under any such Methane Drainage Licence.

Term of Licence

3. -(1) This Licence shall commence with the later of-

- (a) the Start Date; and
- (b) the date on which this licence was granted.

(2) Unless sooner determined under any of its provisions, and provided always that its terms and conditions continue to be performed and observed, this licence shall continue-

- (a) for the Initial Term, subject to clauses 4, 6 and 9;
- (b) for the Second Term, subject to clauses 5, 6 and 9; and
- (c) for the Production Period, subject to clauses 7, 8 and 9.

(3) On expiry of the Production Period, the licence shall determine unless extended in accordance with clause 8.

Determination of Licence during Initial Term where a Drill-or-Drop Period is specified

4. -(1) Where a Drill-or-Drop Period is specified, this licence shall, unless the Minister in his discretion decides otherwise, automatically cease and determine on the expiry of that period in the event of failure by the Licensee before the expiry of that period to-

- (a) take the actions that are described in Part 1 of the Work Programme; and
- (b) undertake to complete on or before the expiry of the Initial Term the work described in Part 2 of the Work Programme.

(2) In this clause, "Drill-or-Drop Period" means the period (if any) specified as such in Schedule 5 to this Licence.

Option to continue Licence as to part of the Licensed Area

5. -(1) At any time not later than 1 month before the expiry of the Initial Term the Licensee may-

(a) subject to payment of those sums hereinafter provided for and to performance of the terms and conditions herein contained including, without limitation, those set forth in paragraph (2) of this clause; and

(b) conditional upon due performance by the Licensee of the Work Programme on or before expiry of the Initial Term,

give notice in writing to the Minister in the manner hereinafter provided that he desires this licence to continue in force in relation to part of the Licensed Area (hereinafter called "the Continuing Part").

(2) Where the Licensee gives notice to the Minister in accordance with paragraph (1) of this clause such notice must indicate that he will determine this licence in relation to such part of the Licensed Area as shall be described by the Licensee in the notice (hereinafter called "the Surrendered Part") in accordance with the requirements of paragraph (3) of this clause.

(3) Subject to paragraphs (4), (5) and (6) of this clause the Surrendered Part, when taken together with any one or more areas previously surrendered in accordance with clause 7 hereof, must consist of-

(a) not less than half of the Initial Licensed Area; or

(b) so much of the Initial Licensed Area as is not-

(i) a Retention Area; or

(ii) a Development Area.

(4) The Licensee shall not be obliged to surrender so much of the Licensed Area that following such surrender the Licensed Area comprises less than 25 square kilometres.

(5) The Licensee shall not be obliged to surrender such part of the Licensed Area as the Minister considers, on an application being made to him in that regard by the Licensee, necessary to secure the recovery of Petroleum from such area.

(6) Paragraph (2) of clause 9 of this licence applies to the Surrendered Part as it applies to parts of the Licenced Area surrendered under paragraph (1) of that clause.

(7) Any notice served in accordance with paragraph (1) of this clause shall specify a date not later than expiry of the Initial Term on which the Surrendered Part is to be surrendered.

(8) This licence shall, upon the option conferred by this clause being duly exercised but subject to the provisions of clause 3 of this licence, continue in respect of the Continuing Part for the Second Term.

Extension of the Initial or Second Term

6. -(1) This clause enables an extension to be made to the Initial Term or as the case may be to the Second Term ("the relevant term").

(2) At any time not later than one month before the expiry of the relevant term the Licensee may, subject to payment of the sums specified in Schedule 2 and to performance of the terms and conditions herein contained, give notice in writing to the Minister that he desires that term to be extended for a further period.

(3) Where notice is given in pursuance of paragraph (2) of this clause, the Minister may in his discretion direct in writing that the relevant term be extended; and paragraph (2) of this clause shall apply to that term as so extended.

(4) An extension given by a direction in pursuance of this clause shall be for a period, and subject to such conditions, as the Minister may determine.

(5) Where a relevant term is extended in pursuance of this clause, clause 3 shall apply in respect of that term as so extended.

(6) Where the Initial Term is extended by a period in pursuance of this clause, the Second Term shall (without prejudice to paragraph (2)) be reduced by the same amount; and where the Second Term is extended by a period in pursuance of this clause, the Production Period shall be reduced by the same amount.

Continuance of Licence after the Second Term

7.—(1) At any time not later than three months before the expiry of the Second Term the Licensee may, subject to payment of those sums hereinafter provided for and to performance of the terms and conditions herein contained, give notice in writing to the Minister that he desires this licence to continue in force thereafter.

(2) If such notice is given this licence shall continue in force after the expiry of the Second Term as provided by the following paragraphs of this clause in the event that before such expiry—

(a) the Minister has in pursuance of clause 17(4) of this licence approved a programme submitted to him in pursuance of clause 17(2) and such approval is still in force upon expiry of the Second Term;

(b) the Minister has served a programme on the Licensee in pursuance of clause 17(6) of this licence and such programme is still in force upon expiry of the Second Term; or

(c) the Minister has with a view to securing the maximum economic recovery of Petroleum so directed in writing.

(3) Where this licence continues in force by virtue of this clause it shall, subject to the provisions of clause 3 of this licence, so continue during the Production Period.

(4) A direction given by the Minister in pursuance of sub-paragraph (2)(c) of this clause may be given subject to such conditions as he may specify.

Power further to extend term of Licence

8. Where this licence has continued in force by virtue of clause 7 of this licence for the Production Period, the Minister, on application being made to him in writing not later than one month before the expiry of such period, may agree with the Licensee that the Production Period shall be extended for such further period as the Minister and the Licensee may agree in order to secure the maximum economic recovery of Petroleum from the Licensed Area and subject to such modification of the terms and conditions of this licence (which modification may include making provision for any further extension of the term of this licence) as the Minister and the Licensee may then agree is appropriate.

Right of Licensee to determine Licence or surrender part of Licensed Area

9. -(1) Without prejudice to any obligation or liability imposed by or incurred under the terms hereof, the Licensee may, at any time, determine this licence or surrender any part of the Licensed Area as is mentioned in paragraph (2) of this clause by giving to the Minister not less than one month's notice in writing to that effect.

(2) Any area to be surrendered in accordance with paragraph (1) of this clause shall be a clearly defined two-dimensional area whose surrender will leave a retained area the boundaries of which-

- (a) run north, south, east and west; and
- (b) each extend for 100 metres or a multiple of 100 metres;

provided that the Minister may agree in writing prior to the date on which notice is given by the Licensee under paragraph (1) of this clause to accept a surrender of part of the Licensed Area which does not comply with the requirements of this paragraph, which may include agreement to accept the surrender of a clearly defined three-dimensional area.

Consequences of determination or surrender by Licensee

10. Upon the date on which any determination of this licence or any surrender of part of the Licensed Area in the manner provided by either clause 5 or clause 9 of this licence is to take effect, the rights granted by this licence shall cease in respect of the Licensed Area or of the part so surrendered as the case may be but without prejudice to any obligation or liability imposed upon the Licensee or incurred by him under the terms of this licence prior to that date.

Provision of contact details to Minister

11. -(1) A notice, direction or other document authorised or required (in whatever terms) to be given to the Licensee by virtue of this licence is treated as given to the Licensee if it is given to the person specified by the Licensee under paragraph (2) at the address so specified.

(2) The Licensee must supply the Minister with the name and address of a person to whom notices, directions and other documents are to be given.

(3) The Licensee must ensure that, where there is a change in the person to whom, or the address to which, information should be sent in accordance with paragraph (2), the Minister is notified of the change as soon as is reasonably practicable.

(4) If the Licensee fails to comply with paragraph (2) the Minister may give the Licensee a notice which-

- (a) requires the Licensee to comply with paragraph (2) within the period of one month beginning with the date of the notice, and
- (b) states that, if the Licensee fails to do so, the Licensee will be treated as having supplied under paragraph (2) the name and address specified by the Minister in the notice.

Payment of consideration for Licence

12. -(1) The Licensee shall make to the Minister as consideration for the grant of this licence payments in accordance with Schedule 2 to this licence.

(2) The Licensee shall not by reason of determination of this licence or surrender of any part of the Licensed Area be entitled to be repaid or allowed any sum payable to the Minister pursuant to this licence before the date of determination or surrender.

Measurement of Petroleum obtained from the Licensed Area

13. -(1) The Licensee shall measure or weigh by a method or methods customarily used in good oilfield practice and from time to time approved by the Minister all Petroleum won and saved from the Licensed Area.

(2) If and to the extent that the Minister so directs, the duty imposed by paragraph (1) of this clause shall be discharged separately in relation to Petroleum won and saved-

(a) from each part of the Licensed Area which is an Oil Field for the purposes of the Oil Taxation Act 1975;

(b) from each part of the Licensed Area which forms part of such an Oil Field extending beyond the Licensed Area; and

(c) from each Well producing Petroleum from a part of the Licensed Area which is not within such an Oil Field.

(3) If and to the extent that the Minister so directs, the preceding provisions of this clause shall apply as if the duty to measure or weigh Petroleum included a duty to ascertain its quality or composition or both; and where a direction under this paragraph is in force, the following provisions of this clause shall have effect as if references to measuring or weighing included references to ascertaining quality or composition.

(4) The Licensee shall not make any alteration in the method or methods of measuring or weighing used by him or in any appliances used for that purpose without the consent in writing of the Minister and the Minister may in any case require that no alteration shall be made save in the presence of a person authorised by the Minister.

(5) The Minister may from time to time direct that any weighing or measuring appliance shall be tested or examined in such manner, upon such occasions or at such intervals and by such persons as may be specified by the Minister's direction and the Licensee shall pay to any such person or to the Minister such fees and expenses for any such tests or examinations as the Minister may specify.

(6) If any measuring or weighing appliance shall upon any such test or examination as is mentioned in paragraph (5) of this clause be found to be false or unjust the same shall, if the Minister so determines after considering any representations in writing made by the Licensee, be deemed to have existed in that condition during the period since the last occasion upon which the same was tested or examined pursuant to paragraph (5) of this clause.

Keeping of accounts

14. -(1) The Licensee shall keep in the United Kingdom full and correct accounts in a form from time to time approved by the Minister of-

- (a) the quantity of Petroleum in the form of gas won and saved;
- (b) the quantity of Petroleum in any other form won and saved;
- (c) the name and address of any person to whom any Petroleum has been supplied by the Licensee, the quantity so supplied, the price or other consideration therefor and the place to which the Petroleum was conveyed pursuant to the agreement for such supply; and
- (d) such other particulars as the Minister may from time to time direct.

(2) The quantities of Petroleum stated in such accounts may exclude any water separated from the Petroleum and shall be expressed as volumes in cubic metres measured at, or calculated as if measured at, a temperature of 15° Celsius and a pressure of 1.0132 bar but if the Minister serves notice in writing on the Licensee determining any other manner in which any quantity of Petroleum or any quantity of any form of Petroleum is to be expressed that quantity shall be so expressed.

(3) Such accounts shall state separately the quantities of Petroleum used for the purposes of carrying on drilling and production operations and pumping to field storage and the quantities not so used, and in the case of Petroleum not in the form of gas shall state the specific gravity of the Petroleum and, if Petroleum of different specific gravities has been won and saved, the respective quantities of Petroleum of each specific gravity.

(4) The Licensee shall within two months after the end of each Half Year in which this licence is in force and within two months after the expiration or determination of this licence deliver to the Minister an abstract in a form from time to time approved by the Minister of the accounts for that Half Year or for the period prior to such expiration or determination as the case may be.

Working obligations

15. -(1) Subject to paragraph (2) of this clause, the Licensee shall during the Initial Term of this Licence carry out with due diligence the Work Programme.

(2) Paragraph (1) of this clause does not require the Licensee to carry out any part of the Work Programme described as a "Drill-or-Drop Provision" unless he has given an undertaking in accordance with clause 4(1)(b) of this Licence.

(3) The Licensee shall give the Minister at least 21 days' written notice of any proposed seismic survey, during the term of this licence, of any area which is not wholly on the seaward side of the low water line in such a form as shall from time to time be approved by the Minister. Such notice shall include evidence that the planning authorities for the area to be surveyed have been consulted about the proposed survey and, in a case where any planning permission under the Town and Country Planning Act 1990 or the Town and Country Planning (Scotland) Act 1972 is required for the survey in question, evidence that such permission has been granted.

(4) The Licensee shall not carry out any seismic survey during the term of this licence of any such area as is mentioned in paragraph (3) of this clause if notice has not been given as required by that paragraph or if the Minister indicates to the Licensee within 14 days of the receipt of such notice that the survey is not to be carried out.

(5) If at any time during the term of this licence the Minister serves a notice in writing on the Licensee requiring him to submit to the Minister, before a date specified in the notice, an appropriate programme for exploring for, or carrying out appraisals of the amount of or the feasibility of getting, Petroleum in the Licensed Area during a period so specified, the Licensee shall comply with the notice; and for the purposes of this paragraph an appropriate programme is one which any person who, if he-

(a) were entitled to exploit the rights granted by this licence;

(b) had the competence and resources needed to exploit those rights to the best commercial advantage; and

(c) were seeking to exploit those rights to the best commercial advantage,

could reasonably be expected to carry out during the period specified in the notice, being a period within the term of this licence.

(6) If a programme is submitted to the Minister in consequence of a notice served by him in pursuance of paragraph (5) of this clause, then-

(a) he shall not be entitled to revoke this licence on the ground that the programme does not satisfy the requirements of that paragraph (hereafter in this clause referred to as "the Relevant Requirements"); but

(b) if he is of opinion that the programme does not satisfy the Relevant Requirements he may serve a notice in writing on the Licensee stating his opinion and the reasons for it.

(7) Where notice in respect of a programme is served on the Licensee in pursuance of paragraph (5) of this clause he shall either-

(a) within 28 days beginning with the date of service of the notice refer to arbitration, in the manner provided by clause 44 of this licence, the question whether the programme satisfies the Relevant Requirements; or

(b) within a reasonable period beginning with the date of service of such notice submit to the Minister a further programme which satisfies the Relevant Requirements;

and where it is determined in consequence of any reference to arbitration in pursuance of sub-paragraph (a) of this paragraph that the programme in question does not satisfy the Relevant Requirements the Licensee shall submit to the Minister, as soon as possible after the date of the determination, a further programme which satisfies the Relevant Requirements.

(8) The Licensee shall carry out any programme submitted by him in pursuance of this clause as to which either-

(a) the Minister serves notice in writing on the Licensee stating that the Minister approves the programme; or

(b) it is determined in consequence of any reference to arbitration in pursuance of clause 44 of this licence that the programme satisfies the Relevant Requirements;

and any programme approved by the Minister in pursuance of this paragraph shall be deemed for the purposes of this licence to satisfy the Relevant Requirements.

(9) Where, in consequence of any breach or non-observance by the Licensee of any provision of paragraph (5), (7) or (8) of this clause, the Minister has power by virtue of paragraph (1) of clause 41 of this licence to revoke this licence, he may if he thinks fit exercise that power in relation to such part only of the Licensed Area as he may specify; and where he does so the rights granted by this licence shall cease in respect of the specified part of that area without prejudice to any obligation or liability imposed upon the Licensee or incurred by him under the terms of this licence.

(10) Where the Licensee has a duty by virtue of this clause to carry out a programme during a part of the term of this licence, the Minister may serve notice in pursuance of paragraph (5) of this clause in respect of another part of that term.

Retention Areas

16. -(1) The Licensee may apply in writing to the Minister for part of the Licensed Area to be a Retention Area, and the Minister may approve the proposal by notice.

(2) An application to the Minister in respect of a Retention Area shall-

(a) define the geographical location of the Retention Area, which may be expressed as a three dimensional space within the Licenced Area, but the proposed Retention Area shall not include any area which is-

(i) within the geographical location of another Retention Area, unless the application is to replace that Retention Area with the proposed Retention Area; or

(ii) within the geographical location of a Development Area;

(b) propose a date for the expiry of the Retention Area; and

(c) include a Retention Area Plan describing the exploration and appraisal activities that the Licensee intends to carry out in the Retention Area and the timescales over which those activities are to be carried out.

(3) A notice approving a Retention Area shall-

(a) state the geographical location of the Retention Area;

(b) state the expiry date for the Retention Area;

(c) set out the Retention Area Plan; and

(d) state the approval date for the Retention Area.

(4) A Retention Area expires if-

(a) it, or any part of it, is replaced by another Retention Area;

(b) it, or any part of it, is replaced by a Development Area;

(c) the expiry date is passed; or

(d) subject to paragraph (5) of this clause, the Minister directs by notice in writing that the Retention Area is terminated on the grounds that the Licensee has failed to carry out the activities described in the Retention Area Plan over the timescales described in that Plan.

(5) The Minister may only give a notice in pursuance of sub-paragraph (4)(d) of this clause if the activities described in that sub-paragraph have not been carried out before the date on which the notice is given.

(6) The Licensee may, at any time after the approval of a Retention Area, apply in writing to the Minister to amend-

(a) the geographical location of a Retention Area;

(b) the expiry date for a Retention Area; or

(c) a Retention Area Plan;

and the Minister may approve the amendment by notice in writing.

(7) A notice approving an amendment as described in paragraph (6) of this clause shall-

(a) state the new geographical location or expiry date or set out the new Retention Area Plan (or any combination of them, as the case may be); and

(b) state the approval date for the amendment.

Development and production programmes

17. -(1) The Licensee shall not-

- (a) erect or carry out any Relevant Works, either in the Licensed Area or elsewhere, for the purpose of getting Petroleum from that area or for the purpose of conveying to a place on land Petroleum got from that area; or
- (b) get Petroleum from that area otherwise than in the course of searching for Petroleum or drilling Wells,

except in accordance with a programme which the Minister has approved or served on the Licensee in pursuance of the following provisions of this clause.

(2) The Licensee shall prepare and submit to the Minister, in such form and by such time and in respect of such period during the term of this licence as the Minister may direct, a development programme specifying-

- (a) the Relevant Works which the Licensee proposes to erect or carry out during that period for either of the purposes mentioned in paragraph (1)(a) of this clause;
- (b) the proposed locations of the works, the purposes for which it is proposed to use the works and the times at which it is proposed to begin and to complete the erection or carrying out of the works; and
- (c) the maximum and minimum quantities of Petroleum in the form of gas and the maximum and minimum quantities of Petroleum in other forms which-
 - (i) in each calendar year; or
 - (ii) in each such period of more or less than one calendar year as may be specified by the Minister

the Licensee proposes to get as mentioned in paragraph (1)(b) of this clause.

(3) If the Minister directs the Licensee-

- (a) to prepare different programmes in pursuance of paragraph (2) of this clause in respect of Petroleum from such different parts of the Licensed Area as are specified in the direction; or
- (b) where a programme approved or served in pursuance of this clause relates to a particular period during the term of this licence, to prepare a programme or programmes in pursuance of paragraph (2) of this clause in respect of a further period or further periods during that term,

the Licensee shall comply with the direction.

(4) It shall be the duty of the Minister expeditiously to consider any programme submitted to him in pursuance of paragraph (2) of this clause and when he has done so to give notice in writing to the Licensee stating-

- (a) that the Minister approves the programme subject to such conditions as may be specified in the notice as the Minister considers necessary to secure the maximum economic recovery of Petroleum from the Licensed Area;
- (b) that the Minister approves the programme subject to one or more of the following conditions, namely-
 - (i) that such of the Relevant Works as are specified in the notice shall not be used before the expiration of the period so specified in relation to the works,

(ii) that such of the Relevant Works as are specified in the notice shall not be used without the consent in writing of the Minister, or

(iii) that such of the Relevant Works as are specified in the notice may only be used, or that their use must cease, in such circumstances as are specified in the notice; or

(c) that the Minister rejects the programme on one or more of the following grounds, namely-

(i) that the carrying out of any proposals included in the programme in pursuance of paragraph (2) of this clause would be contrary to good oilfield practice;

(ii) that the proposals included in the programme in pursuance of sub-paragraph (c) of the said paragraph (2) are, in the opinion of the Minister, not in the national interest;

(iii) that the proposals included in the programme do not, in the opinion of the Minister, secure the maximum economic recovery of Petroleum in the proposed locations of the works;

and a notice in pursuance of sub-paragraph (a) or (b) of this paragraph may contain different conditions in respect of different works but shall not be given unless the Minister is satisfied that the condition mentioned in the notice is required in the national interest.

(5) Where the Minister gives notice of rejection of a programme in pursuance of sub-paragraph (c) of paragraph (4) of this clause, then-

(a) if the grounds of the rejection consist of or include the ground mentioned in paragraph (i) or (iii) of that sub-paragraph he shall include in the notice a statement of the matters in consequence of which he rejected the programme on that ground;

(b) if the grounds of the rejection consist of or include the ground mentioned in paragraph (ii) of that sub-paragraph he shall include in the notice a statement of the rates at which he considers that, in the national interest, Petroleum should be got from the area to which the programme relates; and

(c) the Licensee shall prepare and submit to the Minister, before the time specified in that behalf in the notice,-

(i) where the notice contains such a statement as is mentioned in sub-paragraph (a) above; modifications of the programme which ensure that the carrying out of the programme with those modifications would not be contrary to good oilfield practice or would secure the maximum economic recovery of the Petroleum in the proposed locations of the works;

(ii) where the notice contains such a statement as is mentioned in sub-paragraph (b) above, modifications of the programme which ensure the getting of Petroleum from the area to which the programme relates at the rates specified in the statement and which (except so far as may be necessary in order to get Petroleum at those rates) are not such that the carrying out of the programme with those modifications would be contrary to good oilfield practice;

but the Licensee shall not be required by virtue of paragraph (i) of this sub-paragraph to submit modifications if it is determined in consequence of any reference to arbitration in the manner provided by clause 44 of this licence that the carrying out of the programme without modifications would not be contrary to good oilfield practice.

(6) If the Minister gives notice in writing to the Licensee that the Minister approves the modifications of a programme which have been submitted to him in pursuance of sub-paragraph (c) of paragraph (5) of this clause, the programme with those modifications shall be deemed to be approved by the Minister; but if the Licensee fails to perform the duty imposed on him by that sub-paragraph the Minister may, if he thinks fit, instead of revoking this licence in consequence of the failure, serve on the Licensee such a programme as the Minister considers that the Licensee should have submitted to him in respect of the area and period to which the rejected programme related.

(7) Where the Minister proposes to approve a programme subject to a condition in pursuance of paragraph (4)(a) or (b) of this clause or to reject a programme in pursuance of paragraph (4)(c) of this clause or to serve a programme on the Licensee in pursuance of paragraph (6) of this clause he shall before doing so-

(a) give the Licensee particulars of the proposal and an opportunity to make representations to the Minister about the technical and financial factors which the Licensee considers are relevant in connection with the proposal; and

(b) consider any such representations then made to him by the Licensee.

(8) The Licensee shall carry out any programme approved or served on him by the Minister in pursuance of this clause or, if such a programme is varied in pursuance of clause 18 of this licence, the programme as so varied, except in so far as the Licensee is authorised in writing by the Minister to do otherwise or is required to do otherwise by such a condition as is mentioned in paragraph (4)(a) or (b) of this clause; but if it is necessary to carry out certain works in order to comply with provisions included in a programme by virtue of paragraph (5)(c) of this clause or provisions of a programme served on the Licensee in pursuance of paragraph (6) of this clause or provisions of a programme as varied in pursuance of clause 18 of this licence, then, notwithstanding anything in the programme as to the time when those provisions are to be complied with, the Licensee shall not be treated as having failed to comply with those provisions before the expiration of the period reasonably required for carrying out the works.

(9) In this clause "Relevant Works" means any structures and any other works whatsoever which are intended by the Licensee to be permanent and are neither designed to be moved from place to place without major dismantling nor intended by the Licensee to be used only for searching for Petroleum.

Provisions supplementary to clause 17

18. -(1) Where-

(a) the Minister gives notice in respect of a programme in pursuance of sub-paragraphs (4)(a) or (b) or paragraph (6) of clause 17 of this licence or serves a programme in pursuance of the said paragraph (6); or

(b) it is determined in consequence of any reference to arbitration in the manner provided by clause 44 of this licence that the Licensee is not required by virtue of paragraph (i) of clause 17(5)(c) of this licence to submit modifications of a programme in respect of which notice of rejection containing such a statement as is mentioned in the said paragraph (i) was given by the Minister in pursuance of clause 17(4)(c) of this licence,

the Minister may give to the Licensee, with the notice given or the programme served as mentioned in sub-paragraph (a) of this paragraph or, in a case falling within sub-paragraph (b) of this paragraph, within the period of three months beginning with the date of the arbitrator's or arbiter's determination, a notice (hereafter in this clause referred to as a "Limitation Notice")

authorising the Minister, by a further notice given to the Licensee from time to time after the expiration of the period specified in that behalf in the Limitation Notice, to provide that the programme to which the Limitation Notice relates shall have effect while the further notice is in force with the substitution for any quantity of Petroleum or any period specified in the programme in pursuance of clause 17(2)(c) of this licence of a different quantity of Petroleum or a different period specified in the further notice.

(2) A quantity or period specified in such a further notice as that to be substituted for a quantity or period which is specified in the programme in question shall be such as to secure that the expenditure to be incurred by the Licensee in complying with the further notice, in a case where an effect of the notice is to increase the quantity of Petroleum which the Licensee is required to get from the Licensed Area in any period, is less than the cost of drilling a new Well in the Licensed Area at the time when the further notice is given.

(3) Where the Minister proposes to give a Limitation Notice or any such further notice as aforesaid he shall before doing so-

(a) give the Licensee particulars of the proposal and an opportunity to make representations to the Minister about the technical and financial factors which the Licensee considers are relevant in connection with the proposal; and

(b) consider any such representations then made to him by the Licensee;

and the Minister shall not give such a further notice of which an effect is to increase the quantity of Petroleum which the Licensee is required to get from the Licensed Area during any period unless the Minister is satisfied that the notice is required by reason of a national emergency and shall not give any other such further notice as aforesaid unless he is satisfied that the notice is required in the national interest.

(4) A Limitation Notice or any such further notice as aforesaid may-

(a) specify any quantity or period by reference to such factors as the Minister thinks fit; and

(b) in the case of such a further notice, contain provisions as to-

(i) the date when the notice is to come into force,

(ii) the date when the notice is to cease to be in force,

and specify different dates in pursuance of this sub-paragraph for different provisions of the notice;

and the Minister may revoke such a further notice at a particular time by serving on the Licensee a notice in writing stating that the further notice is revoked at that time.

(5) Any question arising under clause 17 of this licence or this clause as to what is, is not or is required in the national interest or as to what is, is not or is required by reason of, a national emergency shall be determined by the Minister.

(6) The Licensee shall ensure that any conditions to which an approval is subject in pursuance of clause 17(4)(a) or (b) of this licence are complied with.

(7) If in respect of part of the Licensed Area-

(a) an approval has been given in pursuance of paragraph (1) of clause 17 of this licence; or

(b) the Licensee has submitted to the Minister, in accordance with a direction given by virtue of sub-paragraph (3)(a) of that clause, a programme in pursuance of paragraph (2) of that clause-

- (i) as respects which the Minister has served notice in pursuance of sub-paragraphs (4)(a) or (b) or paragraph (6) of that clause, or
- (ii) in consequence of which the Minister has served a programme on the Licensee in pursuance of the said paragraph (6), or
- (iii) in respect of which it has been determined in consequence of any reference to arbitration in the manner provided by clause 44 of this licence that the Licensee is not required by virtue of sub-paragraph (5)(c)(i) of that clause to submit modifications,

paragraph (1) of clause 41 of this licence shall not authorise the Minister to revoke this licence in relation to that part of the Licensed Area in consequence of any breach or non-observance, during the period to which the programme relates, of any provision of the said clause 17 in connection with a different part of the Licensed Area.

(8) Where in consequence of any breach or non-observance by the Licensee of any provision of clause 17 of this licence the Minister has power by virtue of paragraph (1) of clause 41 of this licence to revoke this licence or, in consequence of paragraph (7) of this clause, to revoke it in respect of part only of the Licensed Area, he may if he thinks fit-

- (a) in a case where he has power to revoke this licence, exercise the power in relation to such part only of the Licensed Area as he may specify; and
- (b) in a case where by virtue of the said paragraph (7) he has power to revoke it in respect of part only of the Licensed Area, exercise the power in relation to such portion only of that part as he may specify;

and where in consequence of the said paragraph (7) or by virtue of the preceding provisions of this paragraph the Minister revokes this licence in respect of a part or portion of the Licensed Area, the rights granted by this licence shall cease in respect of that part or portion without prejudice to any obligation or liability imposed upon the Licensee or incurred by him under the terms of this licence.

Development Areas

19. -(1) At the same time as the Licensee submits to the Minister a development programme by virtue of paragraph (2) of clause 17, he must also-

- (a) define one or more geographical locations, within which the Relevant Works are to take place, which are to be "Development Areas";
- (b) state the latest date by which the Licensee will get petroleum within each Development Area; and
- (c) where the Licensee intends to carry out source-rock production, include a Development Area Plan in respect of each Development Area, setting out the activities that the Licensee intends to carry out in the Development Area in order to get Petroleum and the timescales over which those activities are to be carried out.

(2) It shall be the duty of the Minister expeditiously to consider any application in respect of a Development Area submitted to him in pursuance of paragraph (1) of this clause and when he has done so to direct by notice in writing to the Licensee-

- (a) that he approves the Development Area, in which case he shall include in the notice -
 - (i) the geographical location of the Development Area;
 - (ii) the date by which the Licensee must get petroleum within the Development Area;
 - (iii) the approval date for the Development Area; and

(iv) where a Development Area Plan in respect of a Development Area has been included in the application, the Development Area Plan; or

(b) that he rejects the Development Area, with a statement of his reasons for rejecting it.

(3) A Development Area expires if-

(a) it, or any part of it, is replaced by another Development Area;

(b) subject to paragraph (4) of this clause, the Minister directs by notice in writing that the Development Area is terminated on the grounds that-

(i) the Licensee has failed to get petroleum by the date specified in the notice approving the Development Area;

(ii) there is no Development Area Plan in respect of the Development Area and the Licensee has ceased getting petroleum within the Development Area; or

(iii) the Licensee has failed to carry out the activities described in any Development Area Plan over the timescales described in that Plan.

(4) The Minister may only give a notice in pursuance of sub-paragraph (3)(b)(iii) of this clause if the activities described in the Development Area Plan have not been carried out before the date on which the notice is given.

(5) The Licensee may, at any time after the approval of a Development Area, apply in writing to the Minister to propose an amendment to-

(a) the geographical location of the Development Area;

(b) the date by which he must first get Petroleum within the Development Area; or

(c) a Development Area Plan;

and the Minister may direct by notice in writing that the amendment is approved.

(6) A notice approving an amendment as described in paragraph (5) of this clause shall-

(a) state the new geographical location or date or set out the new Development Area Plan (or any combination of them, as the case may be); and

(b) state the approval date for the amendment.

(7) In this clause, "source-rock production" means the getting of Petroleum contained in-

(a) shale or other strata encased in shale; or

(b) coal seams;

by drilling Wells into the strata in which that Petroleum is contained.

Commencement and abandonment and plugging of Wells

20. -(1) The Licensee shall not commence or recommence the drilling of any Well without the consent in writing of the Minister.

(2) Subject to paragraph (7), the Licensee shall not abandon any Well without the consent in writing of the Minister.

(3) The Licensee shall ensure compliance with any conditions subject to which any consent under either of the foregoing paragraphs is given.

(4) If any such condition under paragraph (1) of this clause relates to the position, depth or direction of the Well, or to any casing of the Well or if any condition under either paragraph (1) or paragraph (2) of this clause relates to any plugging or sealing of the Well, the Minister may

from time to time direct that the Well and all records relating thereto shall be examined in such manner, upon such occasions or at such intervals and by such person as may be specified by the Minister's direction and the Licensee shall pay to any such person or to the Minister such fees and expenses for such examination as the Minister may specify.

(5) The plugging of any Well shall be done in accordance with a specification approved by the Minister applicable to that Well or to Wells generally or to a class of Wells to which that Well belongs and shall be carried out in an efficient and workmanlike manner.

(6) The Minister may at any time give the Licensee a notice requiring a well drilled pursuant to this licence to be plugged and abandoned in accordance with paragraph (5) within the period specified in the notice (but this paragraph is subject to paragraph (8)).

(7) The Licensee shall comply with any notice under paragraph (6).

(8) A notice under paragraph (6) may be given only in relation to a well from which the Licensee has not extracted any petroleum within the period of one month ending with the day on which the notice is given.

(9) Subject to paragraphs (6) to (8), (10) and (11) of this Clause, any Well drilled by the Licensee pursuant to this licence shall be plugged and sealed in accordance with paragraphs (2), (3), (4) and (5) of this Clause, not less than one month before the expiry or determination of the Licensee's rights in respect of the area or part thereof in which that Well is drilled.

(10) A direction by the Minister may be given by notice in writing to the Licensee not less than one month before the Licensee's rights in respect of the area or part thereof in which the Well is situate expire or determine so as to relieve the Licensee of the obligation imposed by paragraph (9) of this clause to plug and seal the Well.

(11) Where the Minister revokes this licence, any Well drilled by the Licensee pursuant to this licence shall-

(a) be plugged and sealed in accordance with paragraphs (2), (3), (4) and (5) of this clause, as soon as reasonably practicable; or

(b) if the Minister so directs at the time of revocation, be left in good order and fit for further working together with all casings and any Well head fixtures the removal whereof would cause damage to such Wells.

(12) Any Well that, pursuant to a direction by the Minister under paragraph (10) of this clause, has not been plugged and sealed, shall be left in good order and fit for further working together with all casings and any Well head fixtures the removal whereof would cause damage to such Wells.

(13) All casings and fixtures forming part of a Well and left in position at the expiry or determination (whether by revocation or otherwise) of the Licensee's rights in respect of the area or part thereof in which that Well is drilled, or at the completion of any works required of the Licensee under paragraph (11) of this clause (whichever is the later), shall be the property of the Minister.

Distance of Wells from boundaries of Licensed Area

21. No Well shall except with the consent in writing of the Minister be drilled or made so that any part thereof is less than one hundred and twenty-five metres from any of the boundaries of the Licensed Area.

Control of Development Wells

22. -(1) The Licensee shall not suspend work on the drilling of a Development Well, or having suspended it in accordance with this paragraph shall not begin it again, except with the consent in writing of the Minister and in accordance with the conditions, if any, subject to which the consent is given.

(2) When work on the drilling of a Development Well is suspended in accordance with paragraph (1) of this clause, the Licensee shall forthwith furnish the Minister with such information relating to the Well as the Minister may specify.

(3) The Licensee-

(a) shall not do any Completion Work in respect of a Well in the Licensed Area except in accordance with a programme of Completion Work approved by the Minister in respect of the Well;

(b) shall furnish to the Minister, in accordance with the provisions of such a programme, particulars of any Completion Work done by him in respect of a Well in the Licensed Area; and

(c) shall not remove or alter any casing or equipment installed by way of Completion Work in respect of a Well except with the consent in writing of the Minister and in accordance with the conditions, if any, subject to which the consent is given.

(4) In this clause-

"Completion Work", in relation to a Well, means work, by way of the installation of a casing or equipment or otherwise, after the Well has been drilled, for the purpose of bringing the Well into use as a Development Well; and

"Development Well" means a Well which the Licensee uses or intends to use in connection with the getting of Petroleum in the Licensed Area, other than a Well which for the time being he uses or intends to use only for searching for Petroleum.

Provision of storage tanks, pipes, pipelines or other receptacles

23. The Licensee shall use methods and practice customarily used in good oilfield practice for confining the Petroleum obtained from the Licensed Area in tanks, gasholders, pipes, pipe-lines or other receptacles constructed for that purpose.

Avoidance of harmful methods of working

24. -(1) The Licensee shall maintain all apparatus and appliances and all Wells in the Licensed Area which have not been abandoned and plugged as provided by clause 20 of this licence in good repair and condition and shall execute all operations in or in connection with the Licensed Area in a proper and workmanlike manner in accordance with methods and practice customarily used in good oilfield practice and without prejudice to the generality of the foregoing provision the Licensee shall take all steps practicable in order-

(a) to control the flow and to prevent the escape or waste of Petroleum discovered in or obtained from the Licensed Area;

(b) to conserve the Licensed Area for productive operations;

(c) to prevent damage to adjoining Petroleum-bearing strata;

(d) to prevent the entrance of water through Wells to Petroleum-bearing strata except for the purposes of secondary recovery; and

(e) to prevent the escape of Petroleum into any waters in or in the vicinity of the Licensed Area.

(2) The Licensee shall comply with any instructions from time to time given by the Minister in writing relating to any of the matters set out in the foregoing paragraph. If the Licensee objects to any such instruction on the ground that it is unreasonable he may, within fourteen days from the date upon which the same was given, refer the matter to arbitration in manner provided by clause 44 of this licence.

(3) Notwithstanding anything in the preceding provisions of this clause, the Licensee shall not-

(a) flare any gas from the Licensed Area; or

(b) use gas for the purpose of creating or increasing the pressure by means of which Petroleum is obtained from that area,

except with the consent in writing of the Minister and in accordance with the conditions, if any, of the consent.

(4) Before deciding to withhold consent or to grant it subject to conditions in pursuance of paragraph (3) of this clause, the Minister shall give the Licensee an opportunity to make representations in writing to the Minister about the technical and financial factors which the Licensee considers are relevant in connection with the case and shall consider any such representations then made to him by the Licensee.

(5) Consent in pursuance of paragraph (3) of this clause shall not be required for any flaring which, in consequence of an event which the Licensee did not foresee in time to deal with it otherwise than by flaring, is necessary in order-

(a) to remove or reduce the risk of injury to persons in the vicinity of the Well in question; or

(b) to maintain a flow of Petroleum from that or any other Well;

but when the Licensee does any flaring which is necessary as aforesaid he shall forthwith inform the Minister that he has done it and shall, in the case of flaring to maintain a flow of Petroleum, stop the flaring upon being directed by the Minister to do so.

(6) The Licensee shall give notice to the Minister of any event causing the escape or waste of Petroleum, damage to Petroleum-bearing strata or the entrance of water through Wells to Petroleum-bearing strata except for the purposes of secondary recovery forthwith after the occurrence of that event and shall, forthwith after the occurrence of any event causing the escape of Petroleum into the sea, give notice of the event to the Chief Inspector of Her Majesty's Coastguard.

(7) The Licensee shall comply with any reasonable instructions from time to time given by the Minister with a view to ensuring that funds are available to discharge any liability for damage attributable to the release or escape of Petroleum in the course of activities connected with the exercise of rights granted by this licence; but where the Minister proposes to give such instructions he shall before giving them-

(a) give the Licensee particulars of the proposal and an opportunity to make representations to the Minister about the proposal; and

(b) consider any representations then made to him by the Licensee about the proposal.

Appointment of operators

25. -(1) The Licensee shall ensure that another person (including, in the case where the Licensee is two or more persons, any of those persons) does not exercise any function of organising or supervising all or any of the operations of searching or boring for or getting Petroleum in pursuance of this licence unless that other person is a person approved in writing by the Minister and the function in question is one to which that approval relates.

(2) The Minister shall not refuse to give his approval of a person in pursuance of paragraph (1) of this clause if that person is competent to exercise the function in question, but where an approved person is no longer competent to exercise that function the Minister may, by notice in writing given to the Licensee, revoke his approval.

Fishing and navigation

26. The Licensee shall not carry out any operations authorised by this licence in or about the Licensed Area in such manner as to interfere unjustifiably with-

- (a) navigation in any navigable waters; or
- (b) fishing in, or conservation of the living resources of any waters in or in the vicinity of the Licensed Area.

Training

27. -(1) The Minister may from time to time give to the Licensee instructions in writing as to the training of persons employed or to be employed, whether by the Licensee or by any other person, in any activity which is related to the exercise of the rights granted by this licence and the Licensee shall ensure that any instructions so given are complied with.

(2) The Minister shall not give instructions in pursuance of paragraph (1) of this clause unless he has consulted as to the provisions proposed to be included in such instructions the Offshore Petroleum Industry Training Organisation Limited or such other body of a like nature as may from time to time be carrying on activities of a substantially similar kind to those performed by the said Organisation.

(3) The Licensee shall furnish the Minister with such information relating to the training of persons referred to in paragraph (1) of this clause as the Minister may from time to time request.

Unit development

28. -(1) If at any time at which this licence is in force the Minister shall be satisfied that the strata in the Licensed Area or any part thereof form part of a single geological Petroleum structure or Petroleum field (hereinafter referred to as "an Oil Field") other parts whereof are formed by strata in areas in respect of which other licences granted in pursuance of the Act are then in force, and the Minister shall consider that it is in the national interest in order to secure the maximum ultimate recovery of Petroleum and in order to avoid unnecessary competitive drilling that the Oil Field should be worked and developed as a unit in co-operation by all persons including the Licensee whose licences extend to or include any part thereof, the following provisions of this clause shall apply.

(2) Upon being so required by notice in writing by the Minister the Licensee shall co-operate with such other persons, being persons holding licences under the Act in respect of any part or parts of the Oil Field (hereinafter referred to as "the other Licensees") as may be specified in the said notice, in the preparation of a scheme (hereinafter referred to as "a Development Scheme") for the working and development of the Oil Field as a unit by the Licensee and the other Licensees in co-operation; and shall, jointly with the other Licensees, submit such scheme for the approval of the Minister.

(3) The said notice shall also contain or refer to a description of the area or areas in respect of which the Minister requires a Development Scheme to be submitted and shall state the period within which such scheme is to be submitted for approval by the Minister.

(4) If a Development Scheme shall not be submitted to the Minister within the period so stated or if a Development Scheme so submitted shall not be approved by the Minister, the Minister may himself prepare a Development Scheme which shall be fair and equitable to the Licensee and the other Licensees, and the Licensee shall perform and observe all the terms and conditions thereof.

(5) If the Licensee shall object to any such Development Scheme prepared by the Minister he may within 28 days from the date on which notice in writing of the said scheme shall have been given to him by the Minister refer the matter to arbitration in the manner provided by clause 44 of this licence.

Licensee to keep records

29. -(1) The Licensee shall keep accurate records in a form from time to time approved by the Minister of the drilling, deepening, plugging or abandonment of all Wells and of any alterations in the casing thereof. Such records shall contain particulars of the following matters-

- (a) the site of, number and name (if any) assigned to every Well;
- (b) the subsoil and strata through which the Well was drilled;
- (c) the casing inserted in any Well and any alteration to such casing;
- (d) any Petroleum, water, mines or workable seams of coal encountered in the course of such activities; and
- (e) such other matters as the Minister may from time to time direct.

(2) The Licensee shall keep in the United Kingdom accurate geological plans and maps relating to the Licensed Area and such other records in relation thereto as may be necessary to preserve all information which the Licensee has about the geology of the Licensed Area.

(3) The Licensee shall deliver copies of the said records, plans and maps referred to in the two foregoing paragraphs to the Minister or, subject to clause 32, to such other person as the Minister may provide, when requested to do so either-

- (a) within any time limit specified in the request; or
- (b) if there is no time limit specified, within four weeks of the request.

Returns

30. -(1) The Licensee shall furnish to the Minister not later than 6 weeks after the end of each calendar year which falls wholly or partly within the period during which this licence is in force

a return in a form from time to time approved by the Minister of the progress of his operations in the Licensed Area. Such return shall contain-

- (a) a statement of all geological work, including surveys and tests, which has been carried out and the areas in which and the persons by whom the work has been carried out and the results thereof;
- (b) the number and name (if any) assigned to each Well, and in the case of any Well the drilling of which was begun or the number of which has been changed during the period to which the return relates, the site thereof;
- (c) a statement of the depth drilled in each Well;
- (d) a statement of any Petroleum, water, mines or workable seams of coal or other minerals encountered in the course of the said operations; and
- (e) a statement of all Petroleum won and saved.

(2) Within two months after the end of each calendar year which falls wholly or partly within the period during which this licence is in force and within two months after the expiration or determination of this licence or any renewal thereof the Licensee shall furnish to the Minister an annual return in a form from time to time approved by the Minister of the operations conducted in the Licensed Area during that year or the period prior to such expiration or determination as the case may be together with a plan upon a scale approved by the Minister showing the situation of all Wells. The Licensee shall also indicate on the said plan all development and other works executed by him in connection with searching, boring for or getting Petroleum.

(3) The Licensee shall furnish the Minister, or such other person as the Minister may direct, with such information as the Minister may from time to time request about any aspect of the activities of the Licensee which are attributable directly or indirectly to the grant of this licence, except that the Licensee shall not by virtue of this paragraph be required to furnish information in respect of his activities in connection with any crude oil after he has appropriated it for refining by him.

(4) The Licensee shall comply with any request for information made in accordance with paragraph (3) above either-

- (a) within any time limit specified in the request; or
- (b) if there is no time limit specified, within four weeks of the request.

(5) For the purposes of paragraph (3) of this clause any reference to the Minister shall be construed as if it included a reference to the Chancellor of the Exchequer.

Licensee to keep samples

31. -(1) As far as reasonably practicable the Licensee shall correctly label and preserve for reference for a period of five years samples of the strata encountered in any Well (including, where the site of such Well is on land covered by water, the surface of such land) and samples of any Petroleum or water discovered in any Well in the Licensed Area.

(2) The Licensee shall not dispose of any sample unless-

- (a) he has at least six months before the date of the disposal given notice in writing to the Minister of his intention to dispose of the sample; and
- (b) the Minister or any person authorised by him has not within the said period of six months informed the Licensee in writing that he wishes the sample to be delivered to him.

(3) The Minister or any person authorised by him shall be entitled at any time-

(a) to inform the Licensee in writing that he wishes the whole or any part of any sample preserved by the Licensee to be delivered to him or, subject to clause 32, to such other person as he may direct; or

(b) to inspect and analyse any sample preserved by the Licensee.

(4) The Licensee shall forthwith comply with any request for the delivery of the whole or any part of any sample which is made in accordance with the preceding provisions of this clause.

Reports to be treated as confidential

32. -(1) All records, returns, plans, maps, samples, accounts and information (in this clause referred to as "the specified data") which the Licensee is or may from time to time be required to furnish under the provisions of this licence shall be supplied at the expense of the Licensee and shall not (except with the consent in writing of the Licensee which shall not be unreasonably withheld) be disclosed to any person not in the service or employment of the Crown, unless one of the exceptions in paragraph (2) of this clause applies.

(2) Disclosure is permitted as follows-

(a) the Minister shall be entitled at any time to make use of any of the specified data for the purpose of preparing and publishing such returns and reports as may be required of the Minister by law;

(b) the Minister shall be entitled at any time to furnish any of the specified data to the Natural Environment Research Council and to any other body of a like nature as may from time to time be carrying on activities of a substantially similar kind to the geological activities at present carried on by the said Council;

(c) the Minister, the said Council and any such other body shall be entitled at any time to prepare and publish reports and surveys of a general nature using information derived from any of the specified data;

(d) the Minister, the said Council and any such other body shall be entitled to publish any of the specified data of a geological, scientific or technical kind either-

(i) after the expiration of the period of four years beginning with the date when the data were due to be supplied to the Minister in accordance with clause 29 or 30 of this licence, or if earlier, the date when the Minister received those data; or

(ii) after the expiration of such longer period as the Minister may determine after considering any representations made to him by the Licensee about the publication of data in pursuance of this sub-paragraph;

(e) where the Minister has directed the Licensee to make a report containing data in respect of the geology, operations or results associated with hydraulic fracturing of shale or other strata encased in shale, the Minister shall be entitled to publish those data after the expiration of the period of six months beginning with the date when the report was due to be supplied to the Minister, or if earlier, the date when the Minister received the report.

Inspection of records, etc

33. The Licensee shall-

(a) permit any person in the service or employment of the Crown who is appointed by the Minister for the purpose to inspect, and to take copies of and make notes from, all books, papers, maps and other records of any kind kept by the Licensee in pursuance of this licence or in connection with activities about which the Minister is entitled to obtain information in pursuance of clauses 27(3) and 30(3) of this licence; and

(b) furnish that person at reasonable times with such information and provide him at reasonable times with such reasonable assistance as he may request in connection with or arising out of an inspection in pursuance of this clause.

Rights of access

34. Any person or persons authorised by the Minister shall be entitled at all reasonable times to enter into and upon any land for the time being possessed or occupied by the Licensee in the Licensed Area or to enter into and upon any of the Licensee's installations or equipment used or to be used in connection with searching, boring for or getting Petroleum in the Licensed Area for the purposes hereinafter mentioned-

(a) to examine the installations, Wells, plant, appliances and works made or executed by the Licensee in pursuance of the Licence and the state of repair and condition thereof, and

(b) to execute any works or to provide and install any equipment which the Minister may be entitled to execute or provide and install in accordance with the provisions hereof.

Power to execute works

35. If the Licensee shall at any time fail to perform the obligations arising under the terms and conditions of any of clauses 13, 20, 23 or 24 of this licence, the Minister shall be entitled, after giving to the Licensee reasonable notice in writing of his intention to do so, to execute any works and to provide and install any equipment which in the opinion of the Minister may be necessary to secure the performance of the said obligations or any of them and to recover the costs and expenses of so doing from the Licensee.

Right of distress

36. -(1) This clause applies in respect of any part of the Licensed Area situated in England or Wales.

(2) If and whenever any of the payments mentioned in clause 12(1) of this licence or any part thereof shall be in arrear or unpaid for 28 days next after any of the days whereon the same ought to be paid (whether the same shall have been legally demanded or not) then and so often as the same may happen the Minister may (as an additional remedy and without prejudice to any other rights and remedies to which he would be entitled) enter into and upon any land which shall for the time being be possessed or occupied by the Licensee for the purposes of the Licence or the exercise of any of the rights thereby granted or into and upon any of the Licensee's installations and equipment used or to be used in connection with searching, boring for or getting Petroleum in the Licensed Area and may seize and distrain and sell as a landlord may do for rent all or any of the stocks of Petroleum, engines, machinery, tools, implements, chattels and effects belonging to the Licensee which shall be found in or upon or about the land

installations and equipment so entered upon and out of the moneys arising from the sale of such distress may retain and pay all the arrears of the said payments and also the costs and expenses of and incident to any such distress and sale rendering the surplus (if any) to the Licensee.

Diligence

37. -(1) This clause applies in respect of any part of the Licensed Area situated in Scotland.

(2) If and whenever any of the payments mentioned in clause 12(1) of this licence or any part thereof shall be in arrear or unpaid for 28 days next after any of the days whereon the same ought to be paid (whether the same shall have been legally demanded or not), then and so often as the same may happen the Minister may (as an additional remedy and without prejudice to any other rights and remedies to which he would be entitled) do diligence in respect thereof in like manner as a landlord may do diligence in respect of unpaid arrear of rent and such diligence shall be effectual to attach all or any of the stocks of Petroleum, engines, machinery, tools, implements and other effects belonging to the Licensee which shall be found on or about any of the Licensee's installations and equipment used or to be used in connection with searching, boring for or getting Petroleum in the Licensed Area, and where in pursuance of such a diligence a sale of such effects as shall have been attached thereby takes place the Minister may out of the proceeds thereof retain and pay all the arrears of the said payments and also the expenses of and incident to such diligence and sale and shall pay the surplus thereof (if any) to the Licensee.

Indemnity against third party claims

38. The Licensee shall at all times keep the Minister effectually indemnified against all actions, proceedings, costs, charges, claims and demands whatsoever which may be made or brought against the Minister by any third party in relation to or in connection with this licence or any matter or thing done or purported to be done in pursuance thereof.

Advertisements, prospectuses, etc

39. No statement shall be made either in any notice, advertisement, prospectus or other document issued by or to the knowledge of the Licensee or in any other manner claiming or suggesting whether expressly or by implication that Her Majesty or any Government Department or any person or body acting on behalf of Her Majesty has or have formed or expressed any opinion that the Licensed Area is from its geological formation or otherwise one in which Petroleum is likely to be obtainable.

Restrictions on assignment, etc.

40. -(1) The Licensee shall not, except with the consent in writing of the Minister and in accordance with the conditions (if any) of the consent do anything whatsoever whereby, under the law (including the rules of equity) of any part of the European Union or of any other place, any right granted by this licence or derived from a right so granted becomes exercisable by or for the benefit of or in accordance with the directions of another person.

(2) The Licensee shall not enter into any agreement providing for a person other than the Licensee to become entitled to, or to any proceeds of sale of, any Petroleum which, at the time when the agreement is made, has not been but may be won and saved from the Licensed Area

unless the terms of the agreement have been approved in writing by the Minister either unconditionally or subject to conditions, but the preceding provisions of this paragraph do not apply to-

(a) an agreement for the sale of such Petroleum under which the price is payable after the Petroleum is won and saved; and

(b) an agreement in so far as it provides that, after any Petroleum has been won and saved from the Licensed Area, it shall be exchanged for other Petroleum.

(3) The Licensee shall not, without the consent of the Minister, dispose of any Petroleum won and saved in the Licensed Area or any proceeds of sale of such Petroleum in such a manner that the disposal does, to the knowledge of the Licensee or without his knowing it, fulfil or enable another person to fulfil obligations which a person who controls the Licensee, or a person who is controlled by a person who controls the Licensee, is required to fulfil by an agreement which, if the person required to fulfil the obligations were the Licensee, would be an agreement of which the terms require approval by virtue of paragraph (2) of this clause.

(4) Whether for the purposes of paragraph (3) of this clause a person has control of another person shall be determined as if subsections (2) and (4) to (6) of section 416 of the Income and Corporation Taxes Act 1988 applied subject to the following modifications, namely-

(a) for the words "the greater part" wherever they occur in the said subsection (2) there were substituted the words "one-third or more"; and

(b) in the said subsection (6), for the word "may" there were substituted the word "shall", the words from "and such attributions" onwards were omitted and in the other provisions of that subsection any reference to an associate of a person fell to be construed as including only a relative of his (as defined by section 417(4) of that Act), a partner of his and a trustee of a settlement (as defined by section 681(4) of that Act) of which he is a beneficiary.

(5) Where the Licensee is two or more persons, then, without prejudice to the preceding provisions of this clause, none of those persons shall enter into an agreement with respect to the entitlement of any of them to-

(a) the benefit of any right granted by this licence;

(b) any Petroleum won and saved from the Licensed Area; or

(c) any proceeds of sale of such Petroleum,

unless the terms of the agreement have been approved in writing by the Minister, but the preceding provisions of this paragraph do not apply to an agreement for the sale of such Petroleum under which the price is payable after the Petroleum is won and saved and an agreement in so far as it provides that, after any Petroleum has been won and saved from the Licensed Area, it shall be exchanged for other Petroleum.

Power of revocation

41. -(1) If any of the events specified in the following paragraph shall occur then and in any such case the Minister may revoke this licence and thereupon the same and all the rights hereby granted shall cease and determine but subject nevertheless and without prejudice to any obligation or liability incurred by the Licensee or imposed upon him by or under the terms and conditions hereof.

(2) The events referred to in the foregoing paragraph are-

- (a) any payments mentioned in clause 12(1) of this licence or any part thereof being in arrear or unpaid for two months next after any of the days whereon the same ought to have been paid;
- (b) any breach or non-observance by the Licensee of any of the terms and conditions of this licence;
- (c) in Great Britain, the bankruptcy or sequestration of the Licensee;
- (d) in Great Britain, the making by the Licensee of any arrangement or composition with his creditors;
- (e) in Great Britain, if the Licensee is a company, the appointment of a receiver or administrator or any liquidation whether compulsory or voluntary;
- (f) in a jurisdiction other than Great Britain, the commencement of any procedure or the making of any arrangement or appointment substantially corresponding to any of those mentioned in sub-paragraphs (c) to (e) of this paragraph;
- (g) any breach or non-observance by the Licensee of the terms and conditions of a Development Scheme;
- (h) if the Licensee is a company, the Licensee's ceasing to direct and control either-
 - (i) its operations under the Licence; or
 - (ii) any commercial activities in connection with those operations from a fixed place within the United Kingdom;
- (i) any breach of a condition subject to which the Minister gave his approval in pursuance of clause 40(2) of this licence;
- (j) any breach of clause 40(5) of this licence;

and where two or more persons are the Licensee any reference to the Licensee in sub-paragraphs (c) to (h) of this paragraph is a reference to any of those persons.

(3) The Minister may revoke this licence, with the like consequences as are mentioned in paragraph (1) of this clause, if-

- (a) the Licensee is a company;
- (b) there is a change in the control of the Licensee;
- (c) the Minister serves notice in writing on the Licensee stating that the Minister proposes to revoke this licence in pursuance of this paragraph unless such a further change in the control of the Licensee as is specified in the notice takes place within the period of three months beginning with the date of service of the notice; and
- (d) that further change does not take place within that period.

(4) There is a change in the control of the Licensee for the purposes of sub-paragraph (3)(b) of this clause whenever a person has control of the Licensee who did not have control of the Licensee when this licence was granted (or, if there has been an assignment or assignation of rights conferred by this licence, when those rights were assigned to the Licensee); and subsections (2) and (4) to (6) of section 416 of the Income and Corporation Taxes Act 1988 shall apply, for the purpose of determining whether for the purposes of this paragraph a person has or had control of the Licensee with the modifications specified in clause 41(4) of this licence.

(5) Where two or more persons are the Licensee and any of them is a company, paragraphs (3) and (4) of this clause shall have effect as if-

- (a) sub-paragraph (a) of paragraph (3) were omitted;

- (b) in sub-paragraph (b) of that paragraph, after the word "of" there were inserted the words "any company included among the persons who together constitute"; and
- (c) for the word "Licensee" in any other provision of those paragraphs there were substituted the word "company".

Power of partial revocation

- 42.** -(1) This clause applies in a case where two or more persons are the Licensee and-
- (a) an event mentioned in clause 41(2)(c), (d), (e), (f) or (g) occurs in relation to one of those persons, or
 - (b) the conditions specified in clause 41(3) are satisfied in relation to one of those persons.
- (2) Where this clause applies, the Minister may exercise the power of revocation in clause 41 to revoke the licence in so far as it applies to the person mentioned in paragraph (1)(a) or (b).
- (3) If the Minister exercises the power in paragraph (2), the rights granted to the person under this licence cease, but without prejudice to any obligation or liability incurred by the person or imposed under the terms and conditions of this licence.
- (4) Where this licence is revoked in relation to one person under this clause, it continues to have effect in respect of the other person who constitutes, or persons who together constitute, the Licensee and in relation to whom it is not revoked.

Power of partial revocation in respect of parts of the Licensed Area which are not Retention Areas or Development Areas

- 43.** -(1) The Minister may, at any point during the Production Period, revoke this Licence in respect of any part of the Licenced Area which is not a Retention Area or a Development Area and thereupon the same and all rights hereby granted shall cease and determine in respect of that part but subject nevertheless and without prejudice to any obligation or liability incurred by the Licensee or imposed on him by or under the terms and conditions hereof.
- (2) Before revoking this Licence in accordance with paragraph (1), the Minister shall-
- (a) serve notice in writing on the Licensee stating that the Minister proposes to revoke this licence in pursuance of this clause and stating the part of the Licenced Area in respect of which the revocation will apply;
 - (b) give the Licensee the reasons for his decision and an opportunity to make representations to the Minister within 28 days of the date of the notice; and
 - (c) consider any such representations then made to him by the Licensee.

Arbitration

- 44.** -(1) If at any time any dispute, difference or question shall arise between the Minister and the Licensee as to any matter arising under or by virtue of this licence or as to their respective rights and liabilities in respect thereof then the same shall, except where it is expressly provided by this licence that the matter or thing to which the same relates is to be determined, decided,

directed, approved or consented to by the Minister, be referred to arbitration as provided by the following paragraphs.

(2) The arbitration referred to in the foregoing paragraph shall be by a single arbitrator who, in default of agreement between the Minister and the Licensee and, in the case of arbitration in relation to a Development Scheme, other Licensees affected by that scheme, as to his appointment, shall be appointed by the Lord Chief Justice of England for the time being.

(3) To the extent that this clause applies to any part of the Licensed Area situated in Scotland, this clause shall have effect as if-

(a) for the word "arbitrator", wherever it occurs in paragraphs (2) and (5) of this clause there were substituted the word "arbiter"; and

(b) for the words "the Lord Chief Justice of England" in paragraph (2) there were substituted the words "the Lord President of the Court of Session".

(4) To the extent that this clause applies to any part of the Licensed Area situated in Northern Ireland this clause shall have effect as if for the words "the Lord Chief Justice of England", in paragraph (2) there were substituted the words "the Lord Chief Justice of Northern Ireland".

(5) In the case of any such arbitration which relates to a Development Scheme the Licensee shall, unless the arbitrator otherwise determines, perform and observe the terms and conditions of the Development Scheme pending the decision of the arbitrator.

PART II – OTHER CLAUSES

Prohibition on hydraulic fracturing in Protected Areas in England and Wales

45.—(1) The Licensee shall not carry out Relevant Hydraulic Fracturing from a Well if the well pad is in a Protected Area in England or Wales.

(2) In this clause—

(a) "Protected Area" means any area which is—

(i) a protected groundwater source area or other protected area as defined by regulations 2 and 3 of the Onshore Hydraulic Fracturing (Protected Areas) Regulations 2016;

(ii) a European site as defined by regulation 8(1) of the Conservation of Habitats and Species Regulations 2010;

(iii) a site of special scientific interest notified in accordance with section 28 of the Wildlife and Countryside Act 1981 unless the notification has ceased to have effect by virtue of subsection (6) of that section; or

(iv) designated under paragraph 1 of article 2 of the Ramsar Convention for inclusion in the list of wetlands of international importance referred to in that article;

(b) "Ramsar Convention" has the meaning given in section 37A(4) and (5) of the Wildlife and Countryside Act 1981.

(c) "Relevant Hydraulic Fracturing" means hydraulic fracturing of shale or strata encased in shale which is carried out in connection with the use of a well to search or bore for or get petroleum, and involves, or is expected to involve, the injection of—

- (i) more than 1,000 cubic metres of fluid at any stage, or expected stage, of the hydraulic fracturing, or
- (ii) more than 10,000 cubic metres of fluid in total.

Condition for the protection of European sites

46.—(1) Subject, where relevant, to subparagraph (2), the licensee may not carry out petroleum search activity at or near to the surface within relevant European sites.

(2) Subject to subparagraph (3), the licensee may carry out Stage A activities within the European sites described in subparagraph (4), in order to search for, bore for or get petroleum pursuant to this licence.

(3) Subparagraph (2) does not allow Stage A activities in such areas of a European site listed in subparagraph (4) that also form part of a European site within which Stage A activities are prohibited.

(4) The European sites referred to in subparagraph (2) are—

(a) none.

(5) In this condition—

"at or near to the surface" means the surface and down to a depth not greater than 3 meters from the surface;

"European site" means any of the following:

- (a) a "European site" within the mean set out in regulation 8 of the Conservation of Habitats and Species Regulations 2010 (S.I. 2010 No. 490),
- (b) a site proposed as a Special Protection Area (pSPA) under the Wild Birds Directive (Directive 2009/147/EC),
- (c) a site proposed as a Special Areas of Conservation (pSAC) under the Habitats Directive (Directive 92/43/EEC),
- (d) a site protected (or proposed to be protected) under the Convention on Wetlands of International Importance 1971 (the "Ramsar Convention");

"petroleum search activity" means the carrying out of activities for the purposes of searching for, boring for or getting petroleum which are capable of having an environmental impact within that European site. Activities considered not to have an environmental impact include passive monitoring techniques, such as gravity and magnetic surveys at the site,

"relevant European sites" means those European sites situated within the boundaries of this licence, as shown in the plan provided for illustrative purposes in Schedule 6 to this; and

"Stage A" activity means non-intrusive survey work, including the use of artificial sources at or near to the surface to generate seismic waves to search for petroleum, such as by way of vibroseis and small buried explosive charges.

Schedule 1

Clause 2

Description of Licensed Area

Block ST25b is the region bounded by the following coordinates:

- (1) ST 3000 5500
- (2) ST 3000 5000
- (3) ST 2980 5000

thence following the Mean Low Water according to sheet Digital Coastline Ordnance Survey 1/1/2015 (National Grid) by Ordnance Survey (Published 1/1/2015) until coordinate:

- (4) ST 2721 5500
- (5) ST 3000 5500

These coordinates were specified using "British National Grid".

Block ST34 is the region bounded by the following coordinates:

- (1) ST 4000 5000
- (2) ST 4000 4000
- (3) ST 3000 4000
- (4) ST 3000 5000
- (5) ST 4000 5000

These coordinates were specified using "British National Grid".

Block ST35b is the region bounded by the following coordinates:

- (1) ST 4000 5500
- (2) ST 4000 5000
- (3) ST 3000 5000
- (4) ST 3000 5500
- (5) ST 4000 5500

These coordinates were specified using "British National Grid".

Schedule 2**Clause 12****Consideration for Licence****Periodic Minimum Payments**

(1) On the Commencement Date, and on each subsequent anniversary of the Start Date to fall during the term of the licence, the Licensee shall pay the Minister sums calculated as follows:

- (a) upon the Commencement Date, £25 multiplied by the area factor;
- (b) upon the 1st anniversary of the Start Date, £25 multiplied by the area factor;
- (c) upon the 2nd such anniversary, £25 multiplied by the area factor;
- (d) upon the 3rd such anniversary, £25 multiplied by the area factor;
- (e) upon the 4th such anniversary, £25 multiplied by the area factor;
- (f) upon the 5th such anniversary, £50 multiplied by the area factor;
- (g) upon the 6th such anniversary, £100 multiplied by the area factor;
- (h) upon the 7th such anniversary, £150 multiplied by the area factor;
- (i) upon the 8th such anniversary, £200 multiplied by the area factor;
- (j) upon the 9th such anniversary, £250 multiplied by the area factor;
- (k) upon the 10th such anniversary, £300 multiplied by the area factor;
- (l) upon the 11th such anniversary, £400 multiplied by the area factor;
- (m) upon the 12th such anniversary, £500 multiplied by the area factor;
- (n) upon the 13th such anniversary, £600 multiplied by the area factor;
- (o) upon the 14th such anniversary, £700 multiplied by the area factor;
- (p) upon the 15th such anniversary, £800 multiplied by the area factor;
- (q) upon the 16th such anniversary, £900 multiplied by the area factor;
- (r) upon the 17th such anniversary, £1000 multiplied by the area factor;
- (s) upon the 18th such anniversary, £1100 multiplied by the area factor;
- (t) upon the 19th such anniversary and every subsequent anniversary, £1200 multiplied by the area factor;

(2) During the Licence's Production Period, for that part of the Licensed Area that is comprised either within a Retention Area or a Development Area at the date when an Annual Rental falls due, the Annual Rental shall be calculated at a rate either (a) of £100 or (b) the rate specified at paragraph (1) above, whichever is the lower; multiplied by the area factor.

(3) The Periodic Payments shall be subject to variation in accordance with the following provisions:

- (a) The Periodic Payments shall be increased or subsequently reduced in line with movements in the Index of the Price of Crude Oil acquired by Refineries (published in the Digest of UK Energy Statistics) if the Minister so determines. The Minister shall give notice of any such determination ("biennial determination") during the month preceding the second anniversary of the Start Date to fall after the Initial Term or any subsequent two-yearly anniversary of that date, and shall specify in the notice the increase or reduction in the amount payable. Movements in the Index shall be calculated by reference to a comparison between the arithmetic mean of the Index levels for the two latest calendar years for which figures are available at the time when the determination is made, and the arithmetic mean of the Index levels for the two latest calendar years before the Start Date. In the event that the Index of the Price of Crude Oil acquired by Refineries ceases to be published the Minister may substitute arrangements

for redetermination of periodic payments having substantially similar effect to those set out above based on such other comparable Index as he may determine.

(b) The increase or reduction specified in a biennial determination shall be payable or take effect on the anniversary of the Start Date next following the date of the relevant determination.

(c) No biennial determination shall have effect so as to reduce the Periodic Payments below the levels set out in sub-paragraph (1) above.

(d) The Minister shall not make a biennial determination increasing or reducing the amounts payable where that increase or reduction would be 5% or less of the levels set following the previous biennial determination.

(4) In this Schedule:

“Commencement Date” means the date specified in clause 3(1);

“the Initial Term” means the period specified as such in Schedule 5 on the date that this Licence was granted;

“Periodic Payments” means the payments set out at paragraphs (1), (2) and (3) above; and

“the Area Factor” means the number of square kilometres comprised in the Licensed Area at the date upon which the Periodic Payment in question becomes due.

Schedule 3

Clauses 5 and 15

Work Programme

Firm commitment

The Licensee shall drill a well to 1500m to reach the Lower Limestone Shale / Silurian.

Schedule 4

Companies

SOUTH WESTERN ENERGY LIMITED (registered number: 08019159)

Schedule 5

Timing and mandatory surrender provisions

The Start Date is 21 July 2016.

The Initial Term is the period of five years beginning with the Start Date.

The Second Term is the period of five years beginning with the day after the Initial Term ends.

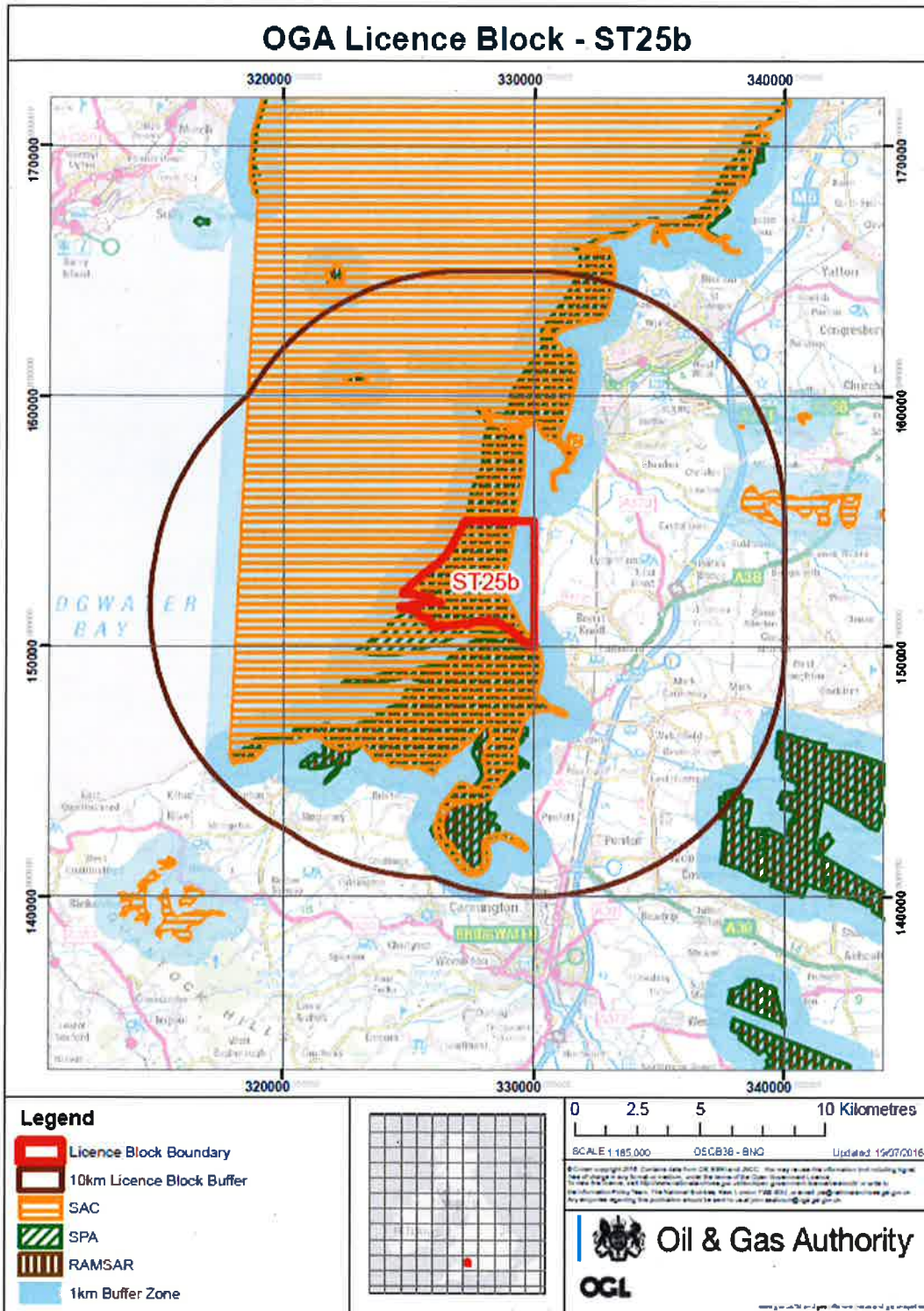
The Production Period is the period of twenty years beginning with the day after the Second Term ends.

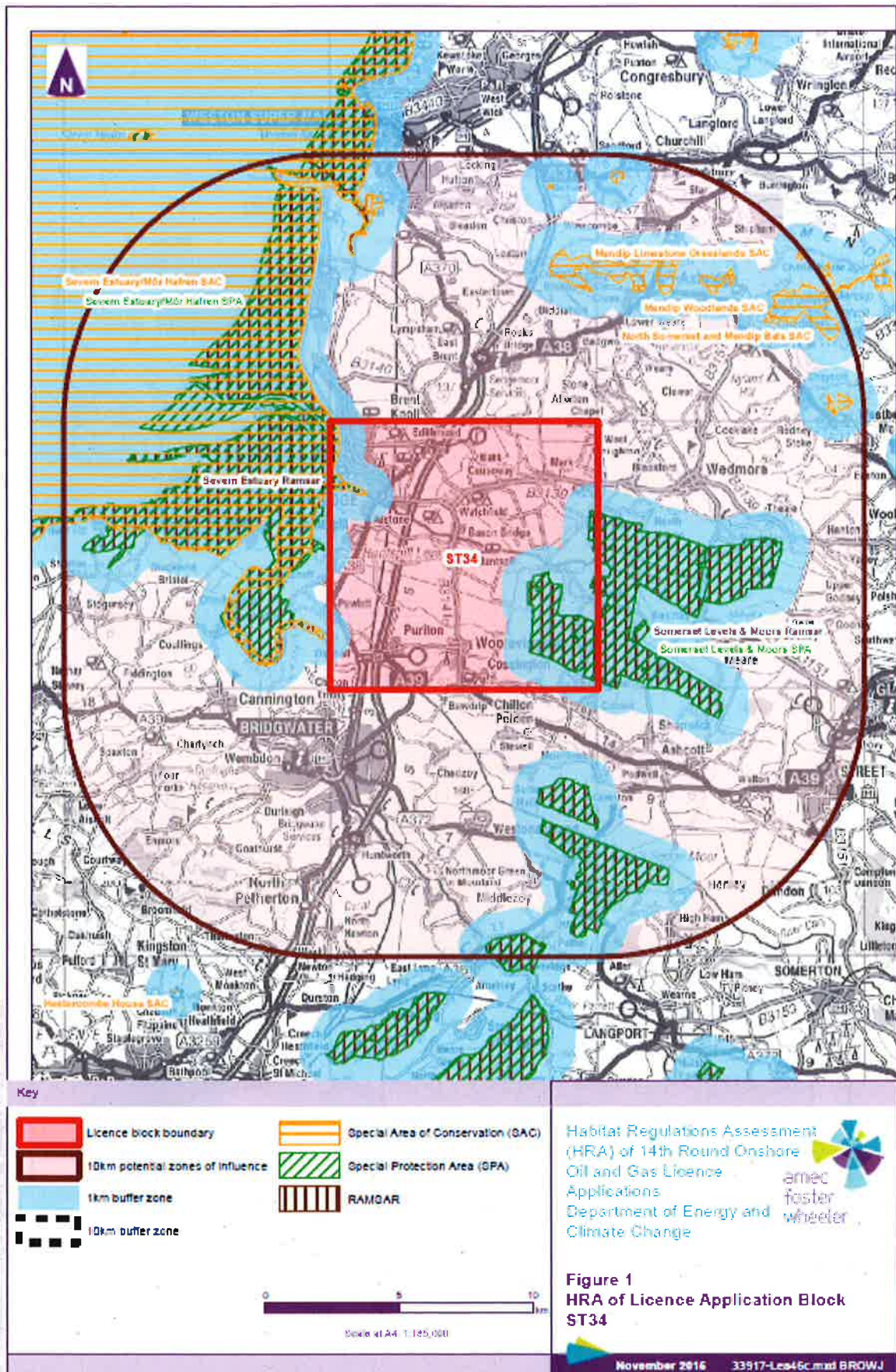
Schedule 6

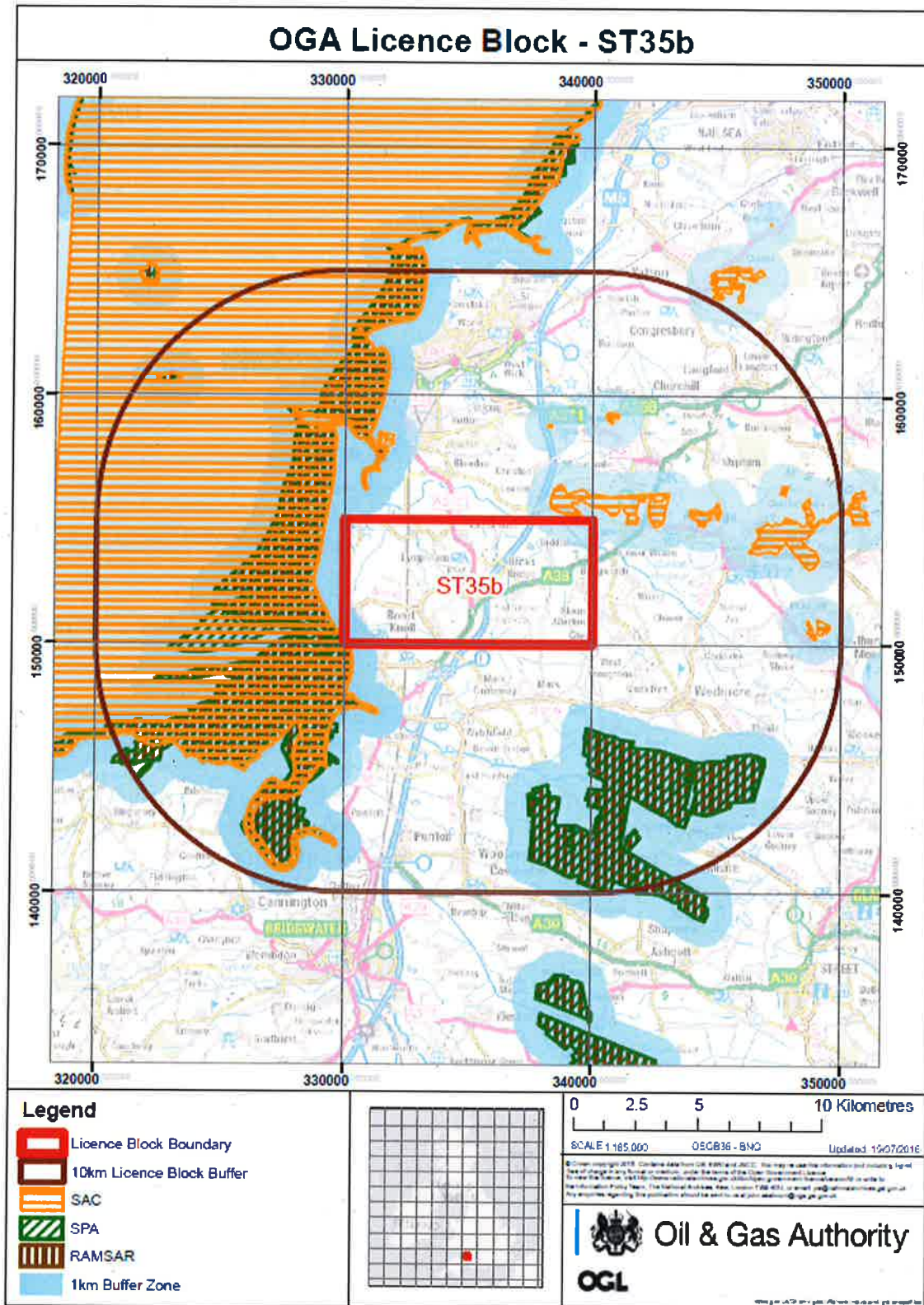
Clause 46

Relevant European sites

OGA Licence Block - ST25b







Execution Page

In witness whereof, these presents typewritten on this and the preceding pages are executed as follows:-

SEALED WITH THE SEAL
OF THE SECRETARY OF
STATE FOR ENERGY AND
CLIMATE CHANGE



hereunto affixed is authenticated by:

Simon Doble Simon Doble
an official in the Oil and Gas Authority.

Signed* for and on behalf of SOUTH WESTERN ENERGY LIMITED by:

[Signature] (signature) Gerwyn Llewellyn Williams (full name),
(Authorised Signatory)

[Signature] (signature) Sheragh Rose Williams (full name),
(Authorised Signatory)

on 1st September 2016 (date), at Bridgend (town)

*If two officers of a company sign on its behalf, they may be either two directors or a director and the company secretary. If only one officer signs, that person must be a director of the company and a second signatory must witness the Director's signature.