

Legal Adviser To Oil Executive To Oil Company Founder

Presented by Bob Moore – Managing Director Ardent Oil



Key Points

- A legal understanding of the agreement structure matrix
- Develop an overview of the business implications
- Gain an understanding of the technical aspects
- Learn to ask appropriate questions effectively
- Take the decisions and stand by them



Legal Risk – Keep It In Prospective

- Legal risk is important but not exclusive
- Often Working in an imperfect legal environment
- Good title critical but not absolute

Often;

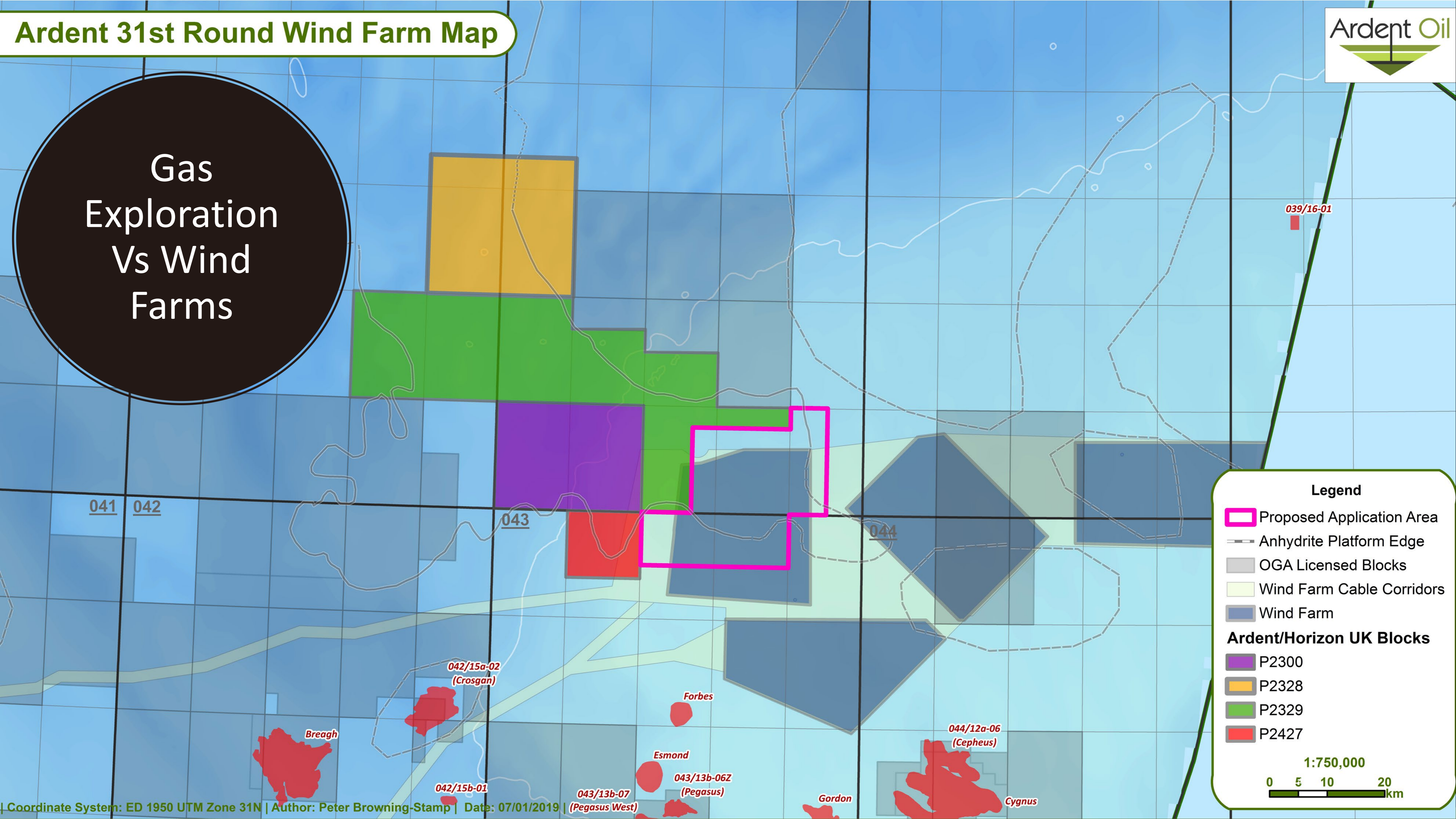
- Can't cover all bases...but adopt overview
- Sometimes a 'leap of faith' like Heads of Agreement is all that is needed



Ardent 31st Round Wind Farm Map



Gas
Exploration
Vs Wind
Farms



Legend

- Proposed Application Area
- Anhydrite Platform Edge
- OGA Licensed Blocks
- Wind Farm Cable Corridors
- Wind Farm

Ardent/Horizon UK Blocks

- P2300
- P2328
- P2329
- P2427

1:750,000

0 5 10 20 km

Wind Farm Leases and Oil and Gas Clause

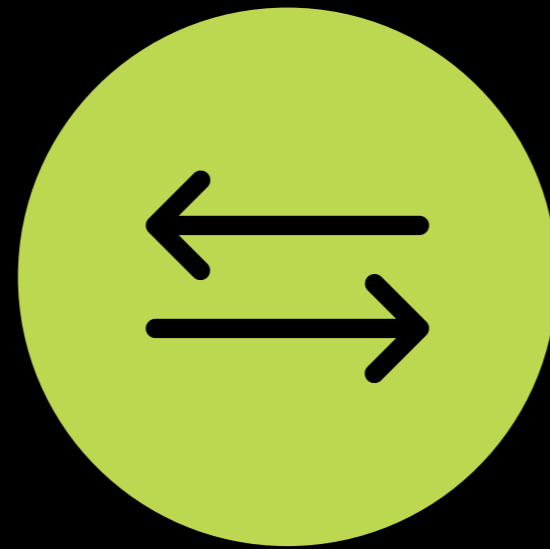
Within wind farm leases and agreements for lease, a clause exists dealing with interactions of oil and gas interests and the relevant lease:

- *“Under the terms of Crown Estate offshore renewable leases and agreements for lease, The Crown Estate may determine (i.e. terminate) the lease or agreement for lease in whole or part, following a request from the Secretary of State, for the purposes of allowing an oil or gas development to proceed. This is known as the “oil and gas clause””*
- *“The Secretary of State has made clear that he will only request that The Crown Estate determine a lease or agreement for lease after appropriate compensation has been paid by an oil or gas developer to the affected offshore renewable developer(s), or after a binding agreement has been entered with an oil or gas developer to pay such compensation.”*
- Further details can be found here: <https://www.ogauthority.co.uk/licensing-consents/overview/the-crown-estate-interests/>

Conflict between legal and business perspectives



BE FLEXIBLE AND FORWARD
THINKING BUT REMEMBER THE
PRINCIPLES



CHANGE 'HATS' AS THE NEED
ARISES



TRY BEST TO RESOLVE
CONFLICTING DRIVERS – TAKE
ADVICE WHERE NEEDED



IDEALLY SHORTEN LEGAL
DOCUMENTS AND AVOID OVER
COMPLICATED CROSS REFERENCES

Which Hat Would You Wear?



- Can you wear all three?
- Do you know when to change hats?
- Should you keep one hat on at all times?

Don't Forget Your Legal Training!

- Remember the constitutional legal principles
- Separation of powers and responsibilities (works in companies as well)

When the legislative and executive powers are united in the same person, or in the same body of magistrates, there can be no liberty. . . . Again, there is no liberty, if the judiciary power be not separated from the legislative and executive. Were it joined with the legislative, the life and liberty of the subject would be exposed to arbitrary control; for the judge would then be the legislator. Were it joined to the executive power, the judge might behave with violence and oppression. There would be an end to everything, were the same man, or the same body, whether of the nobles or of the people, to exercise those three powers, that of enacting laws, that of executing the public resolutions, and of trying the causes of individuals.

Montesquieu and the 'Separation of Powers' 1748.

Woman arrested under vagrancy act after being caught begging twice a day...



Err I did promise not to mention Brexit....