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**Economy**  
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DEPARTMENT FOR THE ECONOMY

26 APR 2019

RECEIVED  
MINERALS & PETROLEUM  
ETMP DIVISION

FLINTRIDGE RESOURCES LTD

PROSPECTING LICENCE

OM4/19

DATED 8<sup>th</sup> DAY OF MAY 2019

PROSPECTING LICENCE

DEPARTMENT FOR THE ECONOMY

AND

FLINTRIDGE RESOURCES LTD

COMMENCING ON THE ...8<sup>th</sup> MAY.....2019

**THIS LICENCE** made the 8<sup>th</sup> day of **MAY** two thousand and nineteen BETWEEN THE DEPARTMENT FOR THE ECONOMY (hereinafter called "the Department" which expression shall where the context so requires or admits include its successors and assigns) of the one part and Flintridge Resources Ltd of 56 Botera Upper Road, Omagh, Co.Tyrone, BT78 5LH (hereinafter called "the Licensee" which expression shall where the context so requires or admits include its assigns) of the other part **WHEREAS** the Licensee has applied to the Department for a grant subject to and in accordance with the provisions of the Mineral Development Act (Northern Ireland) 1969 (hereinafter referred to as "the Act") of such Licence as is hereinafter contained **AND WHEREAS** the Department in the manner required by sub-sections (3) and (4) of section 11 of the Act has given notice of its intention to grant such Licence and certain representations have been made to it in relation hereto **AND WHEREAS** under sub-section (5) of section 11 of the Act the Department having duly considered such representations has agreed to grant such Licence.

**NOW IT IS HEREBY WITNESSED** as follows:-

1. In pursuance of such application and in consideration of covenants, conditions and agreements to be observed and performed by the Licensee by virtue of the granting of this Licence the Department (insofar as it lawfully can or may) in exercise of its powers under section 11 of the Act and all other powers enabling it in that behalf **HEREBY GRANTS** unto the Licensee subject to and in accordance with the provisions of the Act a Licence for a period of six years from 8<sup>th</sup> **MAY 2019** to enter the lands in Counties Fermanagh and Tyrone described in the First Schedule hereto and outlined on the map hereto annexed (which said lands are hereinafter referred to as "the Licensed area") for the purpose of searching for such mines and minerals except lignite in the said lands as are vested in the Department and there to do all such things as are necessary for or reasonably incidental to those purposes and without prejudice to the generality of the foregoing in particular to make borings, sink pits, remove water from old workings and take and remove reasonable quantities of any such minerals for analysis, test, trial or experiment.

2. The Model Clauses in Schedule 2 of the Mineral Development (Applications, Fees and Model Clauses Regulations (Northern Ireland) 1970 (SR & O 1970 No 20) shall be deemed to be incorporated with this Licence with the modification following that is to say:

in Clause 22 (Power of revocation) of the said Model Clauses the words "or if the Licensee being an individual ceases to be resident in the United Kingdom or being a body corporate ceases to have its central management and control in the United Kingdom" shall be deemed to be omitted.

#### TERMS AND CONDITIONS

3. The Licence shall be subject to the following terms and conditions which are in addition to and not in derogation of anything in the said Model Clauses:
  - a. The Scheme of Prospecting (covering years 1 and 2 of the Licence period) set out in the Second Schedule hereto is hereby agreed by the

Department and the Licensee for the purposes of clause 2 (Prospecting obligations) of the said Model Clauses;

- b. Dependent on the results of the Scheme of prospecting referred to in the Second Schedule, the Company shall, no later than three months prior to the expiration of Year 2 of the Licence period, agree with the Department the Work Programme for Years 3 and 4 of the Licence period - upon agreement with the Department of this Work Programme it shall be deemed to be incorporated into and become part of the Second Schedule for the purposes of clause 2 of the said Model Clauses;
- c. Dependent on the results of the Scheme of prospecting (covering years 3 and 4 of the licence period) referred to in the Second Schedule, the Company shall, no later than three months prior to the expiration of Year 4 of the Licence period, agree with the Department the Work Programme for Years 5 and 6 of the Licence period - upon agreement with the Department of the Work Programme it shall be deemed to be incorporated into and become part of the Second Schedule for the purposes of clause 2 of the said Model Clauses until the termination of the Licence in year 6;

**OR**

- d. agree with the Department to relinquish the Licence or any part of the licence area or the Department may revoke the licence in line with clause 22 of the said model clauses.
4. The Licensee shall, not later than three calendar months after the expiration of each year of the Licence, furnish the Department with a detailed statement to the satisfaction of the Department, setting forth the expenditure for work in the Licensed area in searching for mines and minerals in accordance with the said Scheme of Prospecting during each year together with the evidence of such work; such evidence to include copies of all reports and raw, processed and interpreted data in hard copy and a digital format to be agreed with the Department prior to delivery.
  5. The Licensee shall not carry out any work within or in close proximity to an Area of Specific Scientific Interest (ASSI) or a Natura 2000 site without the prior written consent of the Department.
  6. The Licensee shall submit a licence summary report within three months of the relinquishment at any time of the licence (or part of the licence area) or within three months of the expiry of the licence at the end of year 6.
  7. The Licensee will pay a reasonable sum towards the Department's costs in connection with the grant of this Licence in accordance with section 12 (Provisions with respect to prospecting licences) sub-section 3 of the Act. This sum shall include – but may not be limited to – the costs of advertising and mapping by the Department.

**FIRST SCHEDULE**

**MAP REFERENCE – WARDS & TOWNLANDS**

**OM4/19 Licence Map. It shows the wards, or part of the wards, as below.**

**WARD: CASTLEDERG**

BALLYLENNAN SCOTT  
DARTANS  
GANVAGHAN SEMPLE  
LEARMORE  
BALLYLENNAN MERCER  
CAVAN  
CARNDREEN  
PULLYERNAN  
BRIDGETOWN  
CARNOUGHTER  
KILCLEAN  
LISNACLOON  
CASTLEGORE  
GOLAN (SPROUL)

**WARD: GLENDERG**

BINNAWOODA  
BALLYLENNAN SCOTT  
COOLCREAGHY  
CARNCORRAN GLEBE  
BACKHILL  
ALTGOLAN  
EDENREAGH  
ESSAN  
TRIENAMONGAN  
AGHALOUGH  
DARTANS  
BOLAGHT  
GORTNAGROSS  
GANVAGHAN SEMPLE  
MULLANABREEN  
LEITRIM  
MEENCARRIGA  
CURRAGHMACALL  
LAGHTMORRIS  
KILLOAN  
GANVAGHAN HEMPHILL  
MEENCLOGHER  
TIEVENAMEENTA (MAIN PORTION)  
BULLOCK PARK

SPEERHOLME  
LEARMORE  
GARVAGH BLANE  
BALLYMONGAN  
UPPERTHIRD  
MOURNE BEG  
GARVETAGH LOWER  
MEENAKEERAN  
EDENASOP  
CREEDUFF  
SHANOG  
AGHNAHOO  
CRIGHDENIS  
COOLNAHERIN PARK  
GOLANDUN MC HUGH  
ARDBARREN UPPER  
MULLYFABEG  
GANVAGHAN KYLE  
MAGHERAKEEL  
BALLYLENNAN MERCER  
DRUMGALLAN  
CAVAN  
AGHASCREBAGH  
CARNDREEN  
AGHAKINMART  
GARVAGH PULLANS  
COMMON  
GARVETAGH UPPER  
ARDARVER  
GOLANDUN DOLAN  
ALTAMULLAN  
PULLYERNAN  
EDNASHANLAGHT  
SECOND CORGARY  
CASTLEBANE  
TIEVENAMEENTA  
THIRD CORGARY  
BRIDGETOWN  
CARNOUGHTER  
LAGHTFOGGY  
AGHYARAN  
KILREAL UPPER  
ARDBARREN LOWER  
GARVAGH  
MEENABLAGH OR FOURTH CORGARY  
MUNIE  
CLAGERNAGH  
GOLAN ADAMS  
CARRICKADARTAN  
MEENCARGAGH

GLEBE  
CLAREMORE  
KILLEN FAR  
MAGHERANAGEERAGH  
CASTLECRAIG  
CARRACOGHAN  
LISLEEN  
DREENAN  
AGHAMORE  
COOLNACRUNAGHT  
MAGHERACREGGAN  
KILLETER  
AGHALUNNY  
FIFTH CORGARY OR FIRST CROAGH  
SRAGHCUMBER  
KILMORE IRVINE  
LISNACLOON  
MEENAGROGAN  
CLARE UPPER  
TULLYCAR  
CRIGHSHANE  
MULLYFARMORE  
SCRALEA  
LEGATONEGAN  
KILLEN NEAR  
TULNASHANE  
SIXTH CORGARY OR SECOND CROAGH  
SCRAGHY  
FIRST CORGARY  
ATHABRYANMORE  
SEEGRONAN  
SHANAGHY (DETACHED PORTION)  
CASTLEGORE  
MEENAMULLAN  
GOLAN (SPROUL)  
CARRICKAHOLTEN  
WOODSIDE  
CRILLY'S HILL  
MEENAFERGUS  
SLIEVEDOO  
LETTERCARN  
LISLAIRD  
DRUMMAHON  
KILREAL LOWER

**WARD: NEWTOWNSTEWART**  
CARNCORRAN GLEBE  
BACKHILL  
BOMACKATALL UPPER

WHITEHOUSE  
KIRLISH  
RATYN  
MAGHERALOUGH  
KILLOAN  
TULLYARD  
COOLNAHERIN PARK  
DRUMGALLAN  
EDNASHANLAGHT  
KILREAL UPPER  
DERRYGOON  
MEENCARGAGH  
COOLNACRUNAGHT  
MAGHERACREGGAN  
KILMORE ROBINSON  
KILMORE IRVINE  
CREEVY  
KILREAL LOWER

**WARD: DRUMQUIN**  
BINNAWOODA  
CARRICKANESS  
BILLARY  
ALTGOLAN  
LACKAGH  
BOMACKATALL UPPER  
BOLAGHT  
KIRLISH  
CURRAGHMACALL  
KILLOAN  
TULLYARD  
SLOUGHAN  
MEENCLOGHER  
BULLOCK PARK  
HILL HEAD  
ALLY  
WILLMOUNT  
MEENCARGAGH  
CASTLECRAIG  
CAVANSALLAGH  
KILMORE ROBINSON  
KILMORE IRVINE  
SCRAGHY  
BARRAVEY  
KILLEN  
DRUMOWEN  
LETTERCARN  
DRUMMAHON



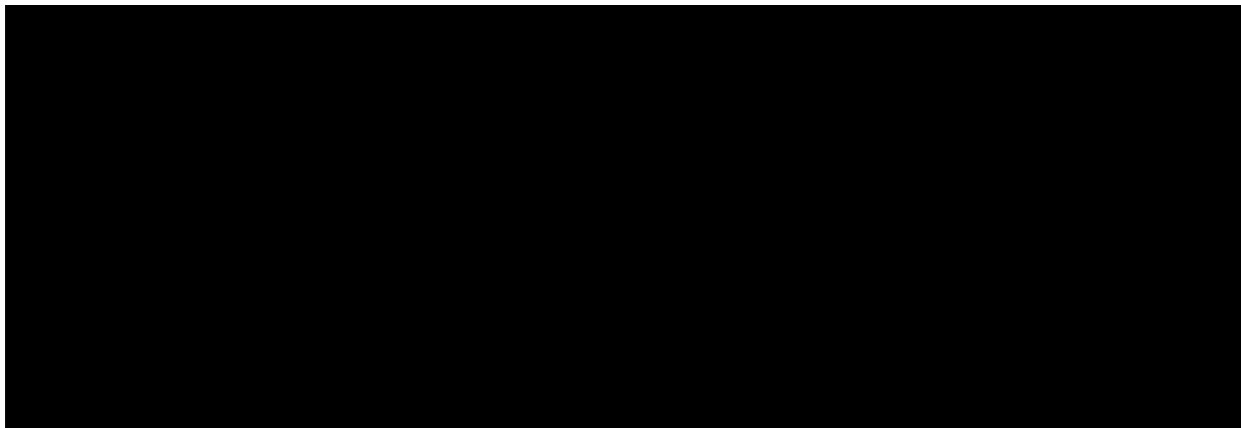
## SECOND SCHEDULE

### Scheme of Prospecting in area OM4/19

The Licensee shall carry out or cause to have carried out to the satisfaction of the Department the Work Programme as set out below, subject to such changes as may be agreed in writing by the Department:

Ensure all best practices are adhered to for every exploration technique employed, to mitigate any disruption or disturbance to Natura 2000 sites located within the license area. The company will provide DfE with a minimum 28 days notice before undertaking any exploration activity on or in close proximity to ASSI/SAC/SPA designated areas within the licence boundary. This 28 day period will be in addition to the statutory notification period required prior to drilling.

Years 1 and 2: Minimum expenditure [REDACTED] per year



#### General requirements:

1. Provide copies of all reports and raw, processed and interpreted data to the Department in hard copy and a digital format to be agreed prior to delivery.
2. Submit a licence summary report within three months of the expiry of the licence.

### THIRD SCHEDULE

**For Information it is the user's responsibility to know and comply with the detailed legislation**

The Mineral Development (Applications, Fees and Model Clauses) Regulations (Northern Ireland) 1970 ("the 1970 Regulations") to which there are amendments that are not relevant to Schedule 2 (Model Clauses applicable to Prospecting Licences) indexed below.

<b>INDEX : The 1970 Regulations Schedule 2 (Model Clauses applicable to Prospecting Licences)</b>	
Clause	Description ( Heading)
1	<i>Local Resident Manager</i>
2	<i>Prospecting Obligations</i>
3	<i>Conduct of Operations</i>
4	<i>Limitations on working</i>
5	<i>Quantifying of minerals</i>
6	<i>Findings</i>
7	<i>Plans, Information and Records</i>
8	<i>Rights of Access</i>
9	<i>Compensation for damage</i>
10	<i>Indemnity</i>
11	<i>Security</i>
12	<i>Commencement of legal proceedings</i>
13	<i>Fencing</i>
14	<i>Prospecting boundaries</i>
15	<i>Preservation of amenities</i>
16	<i>Statutory and other requirements</i>
17	<i>Financial responsibilities</i>
18	<i>Assignment</i>
19	<i>Advertising, prospectuses, etc</i>
20	<i>Reclamation</i>
21	<i>Expiry or determination of rights</i>
22	<i>Power of revocation</i>
23	<i>Proper law</i>
24	<i>Interpretation</i>

## MINERAL PROSPECTING LICENCES – MODEL CLAUSES

Mineral Prospecting licences issued by the Department under section 11 of the Mineral Development Act (Northern Ireland) 1969 are deemed to incorporate the Model Clauses set out in Schedule 2 to the Mineral Development (Applications, Fees and Model Clauses) Regulations (Northern Ireland) 1970.

### **Local Resident Manager**

1. The licensee shall, before commencing any operations in the licensed area, furnish to the Department the name and address of the Manager resident in Northern Ireland under whose supervision the operations are to be carried on. Any notice which the Department or any person authorised by it is in accordance with the terms of the licence required or entitled to serve upon the licensee shall be sufficiently served if it is sent by recorded delivery service to the Manager at such address.

### **Prospecting Obligations**

2. The licensee shall, as soon as practicable, after the commencement of the licence carry out with due diligence the scheme of prospecting including any geological survey by physical or chemical means or programme of test drilling or any of them agreed by the Department and the licensee and set out in a schedule to the licence.

### **Conduct of Operations**

3. The licensee shall execute all operations in or in connection with the licensed area in a proper and workmanlike manner in accordance with the methods customarily used in good prospecting practice, and shall keep all works, buildings, plant and machinery used or made in connection with prospecting operations in good and proper repair, order and condition. The licensee shall comply with any instructions given from time to time by the Department in writing for securing the safety, health and welfare of persons employed in or about the licensed area.

### **Limitations on Working**

4. The licensee shall work mines and minerals only to such extent as is reasonably necessary for enabling him to ascertain the existence, character, extent or value thereof and shall not sell or otherwise dispose of minerals worked by him except for the purpose of ascertaining the character or value thereof.

### **Quantifying of Minerals**

5. The licensee shall cause to be quantified (by weighing or in such other manner as the Department may approve) all minerals worked by him and shall keep records in the form set out in the Appendix to this schedule of all minerals worked or sold or otherwise disposed of by him and shall produce such records and other supporting evidence for inspection by the Department when so required.

### **Findings**

6. The licensee shall keep the Department informed of any knowledge gained by him as to the existence, character, extent or value of the mines and minerals in the lands to which the licence relates and of the result of any analysis, test, trial or experiment carried out by him or on his behalf in relation to such minerals.

### **Plans, Information and Records**

7. The licensee shall furnish to the Department such plans and information as to the progress of operations in the licensed area as the Department may require. All records, results, plans and information which the licensee is or may be from time to time required to furnish under the provisions of the licence shall be supplied at the expense of the licensee and shall be treated as confidential on terms similar to those applying under sub-sections (4) and (5) of Section 4 of the Minerals (Miscellaneous Provisions) Act(Northern Ireland) 1959 as amended by Schedule 3 of the Mineral Development Act(Northern Ireland) 1969 to information supplied to the Department under that section.

### **Rights of Access**

8. The licensee shall permit the Department by its officers, servants and agents to enter and inspect the works, buildings, plant, machinery, records and materials of the licensee.

### **Compensation for Damage**

9. The licensee shall make reasonable amends and satisfaction or pay compensation to the owners and occupiers of the lands the subject of the licence for any damage caused directly or indirectly by prospecting operations and to the owners of the sporting and other rights (if any) affected by the same.

### **Indemnity**

10. The licensee shall at all times keep the Department effectually indemnified against all actions, proceedings, costs, charges, claims and demands whatsoever which may be made or brought against the Department by any third party by reason of any matter or thing done or purported to be done by the licensee, his servants or agents under the licence or any breach by the licensee of the terms and conditions of the licence.

### **Security**

11. As security for observance and performance by the licensee of the terms and conditions of the licence and without prejudice to any other rights or remedies of the Department in respect of any breach, non-observance or non-performance thereof the licensee shall on the execution of the licence furnish to the Department a banker's guarantee or any other suitable guarantee or security in or for such sum in such form and on such terms as the Department may require. If within 28 days of the receipt from the Department of an account of expenditure incurred by the Department in connection with or arising out of the licence, the licensee fails to discharge the account, the Department may recoup itself for such expenditure from and to the extent of

the guarantee or security as aforesaid, without prejudice to any other right of the Department under or by virtue of such guarantee or security.

**Commencement of Legal Proceedings**

12. The licensee shall inform the Department in writing forthwith of the commencement of any action, suit, proceeding or arbitration arising out of the exercise of the rights and privileges granted by the licence and shall furnish to the Department such information as to any such action, suit, proceeding or arbitration as the Department may from time to time require.

**Fencing**

13. The licensee shall make and maintain adequate fencing for the protection of man and beast round every open pit or hole which may be opened during the prospecting operations.

**Prospecting Boundaries**

14. The licensee shall not do or permit to be done under the authority of the licence any work within the curtilage of any dwelling house without the consent of the owner or occupier thereof. Neither shall the licensee do or permit to be done any such work within 100 feet of the boundary of the licensed area without the consent in writing of the Department.

**Preservation of Amenities**

15. The licensee shall exercise the rights conferred on him by the licence in such manner as not to interfere unnecessarily with the amenities of the locality in which are situate the land and minerals the subject of the licence.

**Statutory and Other Requirements**

16. The licensee shall observe all statutory provisions and all requirements of any competent authority for the time being in force relating to the exercise of the rights granted by the licence.

**Financial Responsibilities**

17. The licensee shall pay all rates, taxes, charges, assessments, duties and outgoings which may become payable by reason of the prospecting operations.

**Assignment**

18. The licensee shall not assign, part with or share the benefit of the licence without the previous consent in writing of the Department.

**Advertisements, Prospectuses, etc.**

19. No statement shall be made 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 the Government of Northern Ireland or any Department or any person or body acting on behalf thereof has formed or expressed any opinion that the licensed area is, from its geological formation or otherwise, one in which minerals are likely to be obtainable.

### Reclamation

20. The licensee shall take all such measures and shall carry out all such works and directions as may be required by the Department for drainage and reclamation of lands affected by prospecting operations provided that the lands need not be restored to a better condition than before the prospecting operations commenced.

### Expiry or Determination of Rights

21. The licensee shall upon the expiration, revocation or termination of the licence (unless the Department in the meantime has agreed to grant a renewal thereof or to grant a mining lease) render safe and secure within 3 months from such expiration, revocation or termination as aforesaid (or such longer period as the Department may agree) all pits, shafts, borings and holes and shall level and restore to a fit state for cultivation any of the lands capable of being used for cultivation at the date of the licence.

### Power of Revocation

22. If there is any breach or non-observance by the licensee of any of the terms and conditions of the licence or if the licensee becomes bankrupt or makes or enters into any agreement or composition with his creditors or if, where the licensee is a body corporate, a receiver is appointed or the licensee enters into liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purposes of reconstruction) or if the licensee fails to perform and observe the programme of prospecting set out in the licence, [**or if the licensee being an individual ceases to be resident in the United Kingdom or being a body corporate, ceases to have its central Management and control in the United Kingdom**] then and in such case the Department may revoke the licence and thereupon the same and all rights thereby granted shall cease and determine but subject nevertheless and without prejudice to any obligation or liability imposed by or incurred under the terms and conditions thereof.

### Proper Law

23. The proper law of the licence shall be the law of Northern Ireland.

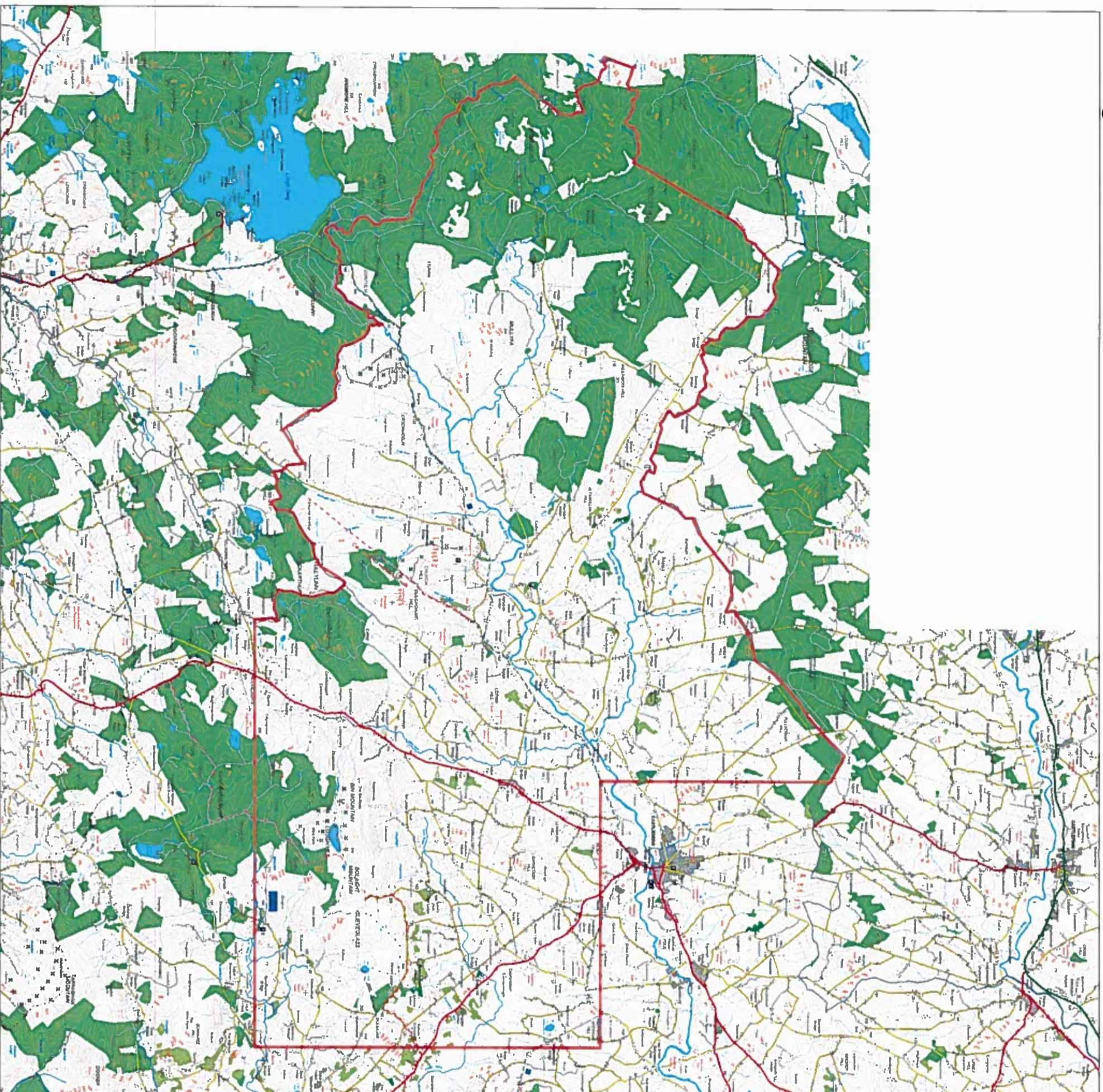
### Interpretation

24. In this Schedule where the context so requires or admits "licensee" includes the permitted assigns and personal representatives of the licensee, and "statutory provision" has the same meaning as in Section 1(b) of the Interpretation Act (Northern Ireland) 1954.

*The words in bold and [square brackets] in Clause 22 are deemed to be omitted for the purposes of the Licence.*



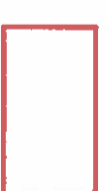
# DfE Mineral Prospecting Licence Application Area Omagh Minerals OM4



Department for the

# Economy

[www.economy-ni.gov.uk](http://www.economy-ni.gov.uk)



MPL Application Area



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