RESPONSE TO INVALID APPLICATION LETTER

Transfer Abstraction Licence – Construction Dewatering

Newminerals Cement Mill – South Dock, Port of Newport

Prepared by RCS Environmental Solutions Ltd

Client / Applicant	Newminerals Ltd
Facility	Newminerals Cement Mill, South Dock, Port of Newport
NRW reference	PAN-034153
NRW officer	Charlotte Lillywhite, Water Resources Senior Permitting Officer
Letter responded to	Invalid Application, 22 October 2026
Prepared by	Jan De Vos, RCS Environmental Solutions Ltd
Date	02/11/2026

1. Introduction

This document responds to Natural Resources Wales' letter of 22 October 2026 (Invalid Application, reference PAN-034153) regarding the application by Newminerals Ltd for a transfer abstraction licence for temporary construction dewatering at the Newminerals Cement Mill, South Dock, Newport. Each NRW query is reproduced below, followed by the applicant's response. Revised drawings are provided separately as listed in Section 9.

The associated discharge to South Dock is the subject of a separate bespoke water discharge activity permit application (NRW reference PAN-034154).

2. Application Type – Discharge Arrangement

> **NRW query**
>
> *From the application form, we understand groundwater shall be pumped to 'settlement equipment', before being discharged into South Dock.*
>
> - *Please provide further detail on the settlement equipment.*
> - *How is water discharged to South Dock from the settlement equipment? Is water discharged under gravity / passively i.e. without a pump; or is the water pumped from the settlement equipment to South Dock?*
>
> *Answers to the above will inform whether a transfer or full licence is required.*

Response

Water pumped from the excavation sumps is conveyed by temporary pipework to two mobile lamella settlement units (EnviroHub HL150 or equivalent) operating in parallel, located within the construction area south of the outfall. Each unit provides approximately 150 m² of effective settlement area within approximately 21 m³ total volume, giving a combined settlement area of approximately 300 m² and a combined volume of approximately 42 m³. Water flows upwards between inclined plates; settled solids slide into a sludge hopper, which is drained through a valve without taking the unit out of

service. Settled water then passes through a clear-water holding tank, a flow meter and an accessible final-effluent sample point, and a temporary discharge pipe runs north to the outfall on South Dock at NGR ST 31939 84555. The outfall terminates above the maximum operational water level of the dock, giving a free-falling discharge.

Gravity settlement to remove suspended solids is the only treatment. No chemicals are added or dosed, and the water is not used for any purpose on site. The settlement units and holding tank form part of the conveyance route only, so that the discharge complies with the water discharge activity permit (PAN-034154).

Water flows from the settlement and holding tanks to the outfall under gravity. There is no further pumping after the excavation pumps.

All abstracted water is therefore returned to South Dock without intervening use, and a transfer licence remains the appropriate application type.

3. Applicant – Contact Details

> **NRW query**
>
> *Birger Dujardin is the named contact for Newminerals Ltd on application form WRA. I note from Companies House that they resigned as company secretary.*
>
> - *If appropriate, please provide an updated name and email address for Newminerals Ltd.*

Response

Although Birger Dujardin is no longer company secretary, he remains authorised to act as the named contact for Newminerals Ltd (birger@cemminerals.be).

4. National Grid References – Dewatering Areas

> **NRW query**
>
> *The NGRs provided to define the dewatering area do not align with the dewatering excavations.*
>
> - *Please provide additional NGRs to define the dewatering area associated with each excavation.*

Response

The NGRs on the application form described a single envelope around both works, rather than each excavation. Revised NGRs for each dewatering area are given below, according to the excavation extents shown on the revised site map (CEM_GCCM_GIA_D1).

Location	National Grid References
Warehouse excavation	W1 ST 31823 84352 W2 ST 31969 84457 W3 ST 31987 84431 W4 ST 31969 84418 W5 ST 31965 84423 W6 ST 31930 84398 W7 ST 31936 84390 W8 ST 31964 84351 W9 ST 31870 84285
Buffer tank excavation	B1 ST 32015 84425 B2 ST 31993 84455 B3 ST 31990 84454 B4 ST 31982 84465

	B5 ST 31973 84458 B6 ST 31969 84463 B7 ST 32001 84486 B8 ST 32004 84482 B9 ST 31995 84475 B10 ST 32004 84463 B11 ST 32024 84435 B12 ST 32026 84433
Discharge point (South Dock)	ST 31939 84555

5. Entitlement to Apply – Rights of Access

> **NRW query**
>
> *I am not clear whether the site boundary is also the landownership boundary or not. I also note that the excavation associated with the buffer tank extends over the site boundary.*
>
> - *Please provide a revised map detailing the boundary of the dewatering areas (defined by updated NGRs), discharge point, and landownership boundary.*

Response

The revised site map (CEM_GCCM_GIA_D1) shows the dewatering areas, the discharge point, and the application site boundary. Newminerals Ltd occupies the site under a lease from Associated British Ports (ABP), who own South Dock and all the land around it. Drawing CEM_GCCM_GIA_D2 shows the different parcels in the wider area, demonstrating that the ownership boundary extends much beyond the Newminerals site and the dewatering works. A copy of the Agreement of lease between ABP and Newminerals, confirming Newminerals Ltd's right of access to the dewatering areas and the discharge point, is attached.

The buffer tank excavation lies wholly within the leased area. The earlier map showed the site boundary incorrectly, and this has been corrected.

6. Proposal – Means of Abstraction and Site Operation

6.1 Pumps

> **NRW query**
>
> - *Is the intention to have two pumps installed at each excavation area, i.e. two pumps with a capacity not exceeding 3 l/s for the buffer tank excavation, and two pumps with a capacity not exceeding 15 l/s for the warehouse excavation?*

Response

Yes. Each excavation will have two pumps: one duty and one standby. Each buffer tank pump has a capacity not exceeding 3 L/s, and each warehouse pump a capacity not exceeding 15 L/s. The standby pump only runs if the duty pump fails or during maintenance; the two pumps will not operate together. The maximum abstraction rates are therefore 3 L/s and 15 L/s respectively.

6.2 Wellpoints

NRW query

- *Is there potential to use shallow wellpoints to dewater the warehouse and buffer tank excavations?*
- *Please provide further detail on the proposed wellpoints e.g. number to be installed along a set distance, the individual depth, diameter and details of screening and lining.*
- *Would the use of wellpoints impact on the number or capacity of the pumps proposed, or proposed maximum abstraction rates? If so, please confirm any changes.*

Response

Shallow wellpoints are retained only as a contingency where sumps cannot control water locally. If used, they would be approximately 50 mm diameter at approximately 1 – 1.5 m centres along the affected excavation edge. They would be installed to no more than 1 m below the dewatering control level and would remain within the Made Ground, without penetrating the underlying alluvium. They would have a slotted screen with filter sock over the saturated Made Ground and plain riser pipe above. They would connect to the same duty/standby pumps, so the number of pumps, pump capacities and maximum abstraction quantities would not change.

6.3 Maximum Excavation Depth

NRW query

- *Please provide the maximum excavation depth for the warehouse excavation and buffer tank excavation.*

Response

Excavation	Formation level	Dewatering control level	Depth below existing ground
Buffer tank	approx. +5.5 mAOD (tank base)	+5.0 mAOD	approx. 2.5 m (existing ground approx. 8 mAOD)
Warehouse	approx. +6.6 mAOD (top of piles)	+6.2 mAOD	approx. 1.4 m (existing ground approx. 8 mAOD)

6.4 Sequencing

NRW query

- *Please confirm whether the excavations will be dewatered sequentially, or simultaneously?*

Response

The two excavations may be dewatered at the same time for part of the programme. The maximum daily quantities applied for, and the Hydrogeological Impact Assessment (HIA), assume both excavations are dewatered simultaneously as the worst case. Where the construction programme allows, the excavations will be dewatered one after the other, which reduces the actual combined abstraction.

6.5 Warehouse Trenches

> **NRW query**
>
> *Section 2.2.1 of the HIA refers to 15 m-wide sequential trenches within a conservative 10,000 m² warehouse footprint.*
>
> - *Does this mean you intend to dewater the warehouse excavation in 15 m wide trenches? If so, to what depth and length? Would this method change the maximum abstraction quantities applied for? If so, please confirm any changes.*

Response

Yes. The warehouse excavation will be opened and dewatered progressively in trenches approximately 15 m wide and approximately 80 m long, to the dewatering control level of +6.2 mAOD.

The maximum abstraction quantities do not change. The HIA calculated them for the full 10,000 m² footprint open at once, so working in trenches keeps actual abstraction within, and normally well below, the quantities applied for.

7. Start and End Dates

> **NRW query**
>
> *As the current application is not complete and the start date of 01/12/2026 does not align with our determination timeline, do you wish to amend the proposed end date of 31/12/2029?*

Response

We note the determination period. We request that the licence take effect from the date of issue, rather than 01/12/2026, and we wish to retain the end date of 31/12/2029. The dewatering itself will last only a few months, but the construction programme is not yet fixed, and the 2029 end date allows for programme changes without a licence variation. Abstraction will stop once the below-ground works are complete.

8. Period of Abstraction

> **NRW query**
>
> - *Please confirm the period of abstraction for your proposal (Summer, Winter or All Year).*

Response

Please record the period of abstraction as **All Year**. Each excavation needs only a few months of dewatering, but the construction programme is not yet fixed, and the works could fall in, or span, either the summer or the winter period.

9. Appendices

- Revised site map showing dewatering areas, discharge point, application site boundary (CEM_GCCM_GIA_D1)
- Map showing the landownership boundaries (cadastral parcels) (CEM_GCCM_GIA_D2)
- Agreement of Lease
- EnviroHub HL150 Spec sheet

Alexandra Docks Newport
NP20 2WE - NP20 2NQ

Newminerals Cement Mill

Dewatering
Excavations requiring dewatering + RoI

Site Boundary

Excavations that require dewatering

Dewatering Combined Radius of Influence

ROI for k = 10^-6 m/s

ROI for k = 10^-5 m/s

ROI for k = 10^-4 m/s

Settlement Treatment

Discharge: Dewatering effluent

Inflow in settlement tanks

sampling point and flow measurement

Pipework

Dewatering Discharge

Dewatering Influent

RCS Environmental Solutions

Drawing: Jan De Vos	Project Manager: Jan De Vos
Date: 30/10/2026	CEM_GCCM_GIA_D1

0 50 100 150 200 250 m

1:1,200



0 50 100 150 200 250 m

Alexandra Docks Newport
NP20 2WE - NP20 2NQ

Newminerals Cement Mill

Dewatering
Cadastral Parcel Boundaries

Site Boundary

Excavations that require dewatering

Dewatering Combined Radius of Influece

ROI for k = 10^-6 m/s

ROI for k = 10^-5 m/s

ROI for k = 10^-4 m/s

Cadastral Parcels

RCS Environmental Solutions

Drawing: Jan De Vos	Project Manager: Jan De Vos
Date: 30/10/2026	CEM_GCCM_GIA_D2

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2025

Agreement for Lease
relating to
land on the South Side of South Dock, Port of Newport

Associated British Ports (1) and
Newminerals Ltd (2)

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DATE **2025**

PARTIES

(1) Associated British Ports (No. ZC000195) a statutory body corporate constituted under the Transport Act 1981 with company reference number ZC000195 and whose principal office is 25 Bedford Street, London WC2E 9ES (**Landlord**).

(2) Newminerals Ltd (Company No. 16455878) whose registered office is at Coopers House, 65 Wingletye Lane, Hornchurch, Essex RM11 3AT (**Tenant**);

BACKGROUND

(A) The Landlord owns the freehold of land at the Port of Newport and has agreed to grant the Tenant leases of the Property on the terms contained in this Agreement.

(B) The Tenant has agreed to apply for detailed planning permission for the Development.

(C) Completion of the leases is conditional on (Inter alia) the Tenant obtaining detailed planning permission for the Development and the Landlord approving such planning permission.

(D) The leases will contain an agreement between the Landlord and the Tenant that the provisions of sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in relation to the tenancy to be created by the leases.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

Acceptable Bank Security	means either: (a) an AFL Rent Deposit Deed; or (b) Bank Security.
Acceptable Bank Security Condition	the occurrence of the event set out in Clause 13.3.
Acceptable Institution	a bank or financial institution with a credit rating for its long-term unsecured and non-credit-enhanced debt obligations of at least A- with Standard & Poor's or A3 with Moody's (or if Standard & Poor's or Moody's cease to exist an equivalent credit rating from another internationally recognised credit rating agency) incorporated in England or (if incorporated elsewhere) operating from a branch situated within England and Wales.
Access Date	the date that the Tenant first takes access pursuant to Clause 16.1 or 16.2
AFL Fee	(a) from and including the date of this Agreement up to but excluding the day of the first anniversary of this Agreement the sum of) (exclusive of VAT) per annum; and

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(b) from and including the day of the first anniversary of the date of this Agreement up until but excluding the earlier of:

(i) the First Lease Completion Date; and

(ii) the date of termination of this Agreement,

payable in accordance with Clause 26 of this Agreement.

AFL Rent Deposit Deed the AFL Rent Deposit Deed in the agreed form annexed to this Agreement at Appendix 7.

Bank Security security in favour of the Landlord from an Acceptable Institution for an amount of not less than the Bank Security Amount and which satisfies the requirements of Clause 13.2.

Bank Security Amount

Base Rate the base rate from time to time of Barclays Bank PLC.

Base Rate subject to review in accordance with Schedule 1.

CIL the Community Infrastructure Levy introduced by sections 205-225 of the Planning Act 2008 payable in respect of the Development (if any is payable).

Commercial Agreement a commercial agreement in the form annexed to this Agreement at Appendix 3.

Completion the grant of the Second Lease.

Conditions Precedent together

(a) the Planning Condition;

(b) the Funding Condition;

(c) the Acceptable Bank Security Condition;

(d) the Environmental Permit Condition; and

(e) Tenant's Works Condition; and

(f) the Energy Condition.

Contract Rate 2% per annum above the Base Rate.

Court Confirmatory Decision either:

(a) a judgment of the High Court or Court of Appeal confirming the grant of Planning Permission, and the period for an appeal against such a decision has expired without a further Third Party Application being made; or

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(b) a judgment of the Supreme Court confirming the grant of Planning Permission.

Determining Authority the local planning authority or other appropriate determining body or person.

Development the construction on the Property by the Tenant of a manufacturing facility for the grinding of cementitious products.

Energy Condition receipt of a Grid Connection Offer and approval of the Energy Works in accordance with Clause 11.7.

Energy Works the works required to implement the Grid Connection Offer and any associated works to the Property or other land approved in accordance with Clause 11.7.

Environmental Permit an environmental permit from Natural Resources Wales in accordance with the Environmental Permitting (England and Wales) Regulations 2016 authorising the Tenant lawfully to carry out at the Property the use permitted by the Second Lease following completion of the Development.

Environmental Permit Condition the Tenant obtaining an Environmental Permit.

Event of Default has the meaning given in Clause 24.1.

Finally Determined where a Third Party Application has been made, the first of the following events to occur:

(a) permission to bring a Third Party Application (where required) has not been granted and the period within which an application for permission to appeal against such refusal has expired without a further Third Party Application being made;

(b) all Third Party Applications have been withdrawn;

(c) a Court Confirmatory Decision has been issued; or

(d) where a Quashing Order has been issued and the Determining Authority has issued a further Planning Permission, the Review Period in respect of that Planning Permission has expired.

First Lease the lease of the First Property in the form annexed at Appendix 2.

First Lease Completion Date the day that is 10 working days after the Unconditional Date.

First Lease Plan the plan annexed at Appendix 3.

First Property the part of the Property shown coloured yellow, yellow hatched black, and pink on the Phasing Plan.

Funding Condition the occurrence of the event set out in Clause 14.2

Grid Connection Offer an offer from the relevant network operator to the Landlord or Tenant (as appropriate) for the connection of the Property and the Tenant's Works to the electricity transmission network which is in all

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respects acceptable to the Landlord and the Tenant (each acting reasonably).

Independent Expert the expert appointed under Clause 10.

Insolvency Event any of the following events occurring in respect of one of the parties to this Agreement (the **Affected Party**):

(a) an order is made or a resolution is passed for the winding up of the Affected Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Affected Party; or

(b) an order is made for the appointment of an administrator to manage the affairs, business and property of the Affected Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Affected Party, or notice of intention to appoint an administrator is given by the Affected Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(c) a receiver is appointed over any of the Affected Party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Affected Party, or if any other person takes possession of or sells the other Party's assets; or

(d) the Affected Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(e) the Affected Party ceases, or threatens to cease, to trade or suspends all or substantially all of its operations or suspends payments of its debts or becomes unable to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 provided that for the purposes of assessing the Tenant's net assets pursuant to this section, any Subordinated Shareholder Loan shall be excluded from the assessment of the Tenant's liabilities; or

(f) the Affected Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; or

(g) the Affected Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt;

provided that any such action under paragraph (b), (c), (d), (f) or (g) of this definition that is taken in connection with a scheme of reconstruction, reorganisation or arrangement following which that Party remains solvent or that is taken for the purpose of, and followed by, a reconstruction, amalgamation, reorganisation, merger or consolidation that is undertaken in such manner that the entity resulting therefrom agrees to be bound by or assume the obligations imposed on that Party under this Agreement, will not constitute an "Insolvency Event".

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Landlord's Conveyancer	Associated British Ports, Queen Alexandra House, Cardiff, CF10 4LY (Ref: SA/GVH/).
Landlord's Property	the land and premises at Newport and comprised in freehold titles CYM41665 and CYM93518 as registered at the Land Registry on the date of this Agreement.
Landlord's Unacceptable Condition	a condition imposed by the Planning Permission or a provision in a Planning Agreement which in the Landlord's reasonable opinion: (a) will reduce materially the capital value or the rack rental value of any part of the Retained Land; (b) will prevent any material part of the Retained Land from being used for its current or any reasonably anticipated future use or to make it materially more expensive to use it for that use; (c) will prevent or restrict any material future development of any part of the Retained Land or make any such development materially more expensive; (d) will have a material adverse effect on the operation of any part of the Port of Newport or on the Landlord's ability to carry out its statutory duties at any part of the Port of Newport.
Leases	the First Lease and the Second Lease and where the context allows or permits shall mean either of them.
Letter Agreement	a letter agreement in the form annexed to this Agreement at Appendix 9.
Licence Fee	a licence fee equal to 3.68 multiplied by the Phased Rent plus a sum equal to all other sums (other than the rent firstly payable) that would have been properly due pursuant to the First Lease had it been granted insofar as such sums relate to the Licence Property.
Licence for Alterations	a licence relating to the Tenant's Works in the agreed form annexed to this Agreement at Appendix 5.
Licence Property	the Licence Silo Property and the Licence Wharf Property
Licence Silo Property	the part of the Property coloured yellow on the Phasing Plan
Licence Wharf Property	the part of the Property shown coloured yellow and hatched black on the Phasing Plan (the **Original Licence Wharf Property**), or such other wharf side area as the Landlord shall designate from time to time, such area being not materially less accommodating of the tenant's operations than the Original Licence Wharf Property
Long Stop Date	24 (twenty four) months from and including the date of this Agreement.
Moody's	Moody's Investor Services Inc, or any successor in title to the rating agency business operated by such company.
Phased Rent	from and including the Rent Commencement Date, to but excluding the second anniversary of the Rent Commencement Date, (exclusive of VAT) per annum, and

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	from and including the second anniversary of the Rent Commencement Date, to but excluding the third anniversary of the Rent Commencement Date, (exclusive of VAT) per annum, and from and including the earlier of a) Substantial Completion of the Tenant's Works (as defined in the Lease, and b) the date that is 42 months from the Rent Commencement Date, (exclusive of VAT) per annum in each case subject to indexation at the relevant date in accordance with Schedule 1.
Phasing Plan	the plan annexed at Appendix 1.
Planning Agreement	an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990 required to obtain Planning Permission.
Planning Appeal	an appeal by the Tenant against: (a) the refusal of the Determining Authority to grant Planning Permission; or (b) the non-determination of the Planning Application; or (c) any one or more Unacceptable Conditions attached to the Planning Permission.
Planning Appeal Decision	the written decision of the Secretary of State on the Planning Appeal.
Planning Application	the application for detailed planning permission for the Development and use of the Property for the purposes permitted by the Second Lease to be made by the Tenant subject to approval by the Landlord in accordance with Clause 1 of this Agreement.
Planning Condition	the occurrence of the Planning Satisfaction Date.
Planning Permission	detailed planning permission granted pursuant to the Planning Application.
Planning Satisfaction Date	the latest of the following dates: (a) the date on which it is established under this Agreement that a Satisfactory Planning Permission has been granted; (b) the next Working Day after the expiry of the Review Period (provided that no Third Party Application is commenced by such date); and (c) in the event that any Third Party Application is commenced, the next Working Day after the date on which: (i) the Third Party Application is Finally Determined; and (ii) a Satisfactory Planning Permission is finally granted or upheld whether after a reference back to the Determining Authority;

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	so that the Satisfactory Planning Permission is no longer open to challenge in any way by the issue of further Third Party Applications.
Pre-existing Contamination	shall have the meaning defined in the Leases.
President	President from time to time of the relevant professional body of the Independent Expert or any person authorised at the relevant time to act on his behalf.
Property	the land shown edged red on the Second Lease Plan extending to approximately 10.68 acres of land on the South Side of South Dock at the Port of Newport and as more particularly defined in the Second Lease.
Quashing Order	the decision of the court to nullify either the Planning Permission granted by: (a) the Determining Authority; or (b) the Secretary of State following a Planning Appeal.
Rent Commencement Date	the earlier of, a) the Access Date, and b) the First Lease Completion Date, and c) actual completion of the First Lease.
Rent Deposit Alternative Sum	a sum equal to the Bank Security Amount.
Retained Land	the Landlord's Property excluding the Property.
Review Period	either: (a) six weeks and ten working days following the date of issue of a Planning Permission by the Determining Authority; or (b) six weeks following the date of issue of a Planning Appeal Decision.
Review Surveyor	a professionally qualified chartered surveyor who is appointed under Paragraph 4 of Schedule 1 of this Schedule 1 to determine the Revised Sum.
Satisfactory Planning Permission	a Planning Permission and Planning Agreement (if any) which are together free from any Unacceptable Condition (unless any Unacceptable Condition is waived in accordance with this Agreement).
SCPC	Standard Commercial Property Conditions (Third Edition - 2018 Revision).
Second Lease	a lease of the Second Property in the agreed form annexed to this Agreement at Appendix 1.
Second Lease Completion Date	4 January 2028.
Second Lease Plan	the plan annexed at Appendix 5.

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Second Property	the part of the Property shown coloured yellow, yellow hatched black, pink and blue on the Phasing Plan.
Secretary of State	the Secretary of State for Communities and Local Government or other appropriate Minister including (where relevant) any inspector appointed to determine any Planning Appeal or the National Assembly for Wales.
Standard & Poor's	Standard & Poor's Rating Group (a division of S&P Global, Inc.) or any successor in title to the rating agency business operated by that company.
Subordinated Shareholder Loan	an intra-group shareholder loan which is subordinate to the payment of any debt or liability that may be due to the Landlord from the Tenant.
Surrender	the deed of surrender of the First Lease in the form annexed at Appendix 10.
Tenant's Conveyancer	RWK Goodman LLP of 69 Carter Lane, London EC4V 5EQ (Ref: (CVL/405500.0001) or any other conveyancer whose details have been given by notice from time to time by the Tenant to the Landlord.
Tenant's Early Access Works	the works to construct (inter alia) storage silos and an underground pipe to be carried out by the Tenant on the Licence Property and which are approved by the Landlord in accordance with Clause 16.1 of this Agreement.
Tenant's Unacceptable Condition	a condition imposed by the Planning Permission or a provision in a Planning Agreement which has the effect of:

i) making the Planning Permission temporary in nature;

ii) making the Planning Permission personal to the Tenant or to any specific persons or class of persons;

iii) limiting the occupation or use of the whole or any material part of the Property to any designated occupier or class of occupier (whether by imposing a geographical qualification upon proposed occupiers or otherwise);

iv) requires the commencement of the development permitted by the Planning Permission within a period of less than five years from the date of grant of the Planning Permission;

v) preventing the tenant from importing and selling more than 1,000,000 metric tonnes of raw material and Finished Product from the Property;

vi) prohibiting or restricting the Tenant from operating from the Property 7 days a week and 24 hours a day;

vii) preventing or restricting the Tenant from being able to store at the Property:

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i. 60,000 metric tonnes of material externally; or

ii. 120,000 metric tonnes of material internally; or

iii. 20,000 metric tonnes of material in silos;

viii) materially altering the layout of the Tenant's Works from that set out in the Planning Application;

ix) preventing the use of the Property as a manufacturing facility for the grinding, storage and distribution of cementitious products;

x) prohibiting or restricting vehicle deliveries to and from the Property to less than 7 days a week 24 hours a day;

xi) imposes restrictions or limitations on the capacity of vehicles to be used for servicing and deliveries to and from the Property;

xii) imposing limitations on the noise to less than 45 dBA (night time) and less than 50 dBA (day time) that can be emitted during the operation of the business to be carried on from the Property.

xiii) requiring remediation of any Pre-Existing Contamination (including an obligation to remediate arising from an obligation to carry out a survey, tests or surveys) save where such condition is imposed by reason of any disturbance or exacerbation of any Pre-existing Contamination after the date of this Agreement by any act or default of the Tenant, its contractors, sub-contractors, agents, underlessees, licensees or any other person who the Tenant expressly invites on to the Property.

Tenant's Works the major works to be carried out by the Tenant for the use and enjoyment of the Property under the Lease in connection with the Development and which are approved by the Landlord in accordance with Clause 15 of this Agreement.

Tenant's Works Condition the occurrence of the event set out in Clause 15.2.

Third Party a person other than:

(a) the Landlord;

(b) the Tenant; or

(c) anyone acting on the Landlord's or Tenant's behalf.

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Third Party Application	either of the following: (a) a Third Party's application for judicial review of a decision by the Determining Authority to grant a Satisfactory Planning Permission; or (b) a Third Party's application under section 288 of the Town and Country Planning Act 1990 in respect of a decision by the Secretary of State to grant a Satisfactory Planning Permission following a Planning Appeal; (c) including an application to a higher court appealing against a judgment in respect of an application made under (a) or (b) above, given in a lower court.
Unacceptable Condition	a Landlord's Unacceptable Condition or a Tenant's Unacceptable Condition and where the context allows or permits shall mean either of them.
Unconditional Date	the date on which the last of the Conditions Precedent has been satisfied or (as appropriate and where expressly permitted in accordance with the terms of this Agreement) waived.
VAT	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.
Written Replies	are: (a) written replies that the Landlord's Conveyancer has given prior to exchange of this Agreement to any written enquiries raised by the Tenant's Conveyancer; or (b) written replies to written enquiries given prior to exchange of this Agreement by the Landlord's Conveyancer to the Tenant's Conveyancer.

1.2 Clause, Schedule and paragraph headings do not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Any reference to the Landlord includes its successors in title;

1.5 The Tenant does not include the Tenant's successors in title;

1.6 The Schedules form part of this Agreement and have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.7 A reference to a **company** include any company, corporation or other body corporate, wherever and however incorporated or established.

1.8 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.9 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

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1.11 A reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision.

1.12 Except in relation to Clause 1.23, reference to **writing** or **written** excludes email.

1.13 Unless otherwise specified, any term defined in Part 1 of the SCPC bears the same meaning in this Agreement, but in the event of any inconsistency between the SCPC and this Agreement this Agreement will prevail

1.14 References to a document in **agreed form** are to that document in the form agreed by the parties.

1.15 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.16 Unless the content otherwise requires, references to clauses, Schedules and Appendices are to the clauses, Schedules and Appendices of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.17 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression are to be construed as illustrative and do not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.18 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.19 Any obligation on a party not unreasonably to withhold consent or approval includes an obligation not unreasonably to delay such consent or approval.

1.20 Unless this Agreement otherwise expressly provides, a reference to the **Property** or the **Landlord's Property** or the **Development** or the **Tenant's Works** is to the whole and any part of them.

1.21 Any reference to the Landlords consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

1.22 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

1.23 For the purposes of the definition of Written Replies, written replies and written enquiries include:

1.23.1 Any pre-contract enquiries and any replies to pre-contract enquiries that are requested by the Tenant's Conveyancer or given by the Landlord's Conveyancer by reference to the CPSE.1 (Version 4.0) and include enquiries or replies so requested or given by email or provided electronically; and

1.23.2 Any pre-contract enquiries and replies that were raised by the Tenant's Conveyancer by e-mail or provided by the Landlord's Conveyancer by e-mail.

1.24 references to Basic Rent, Quarter Day, Permitted Use, Review Date and Term Commencement Date are to those terms as defined in the relevant Lease.

2. CONDITIONS PRECEDENT

2.1 Subject to Clause 2.2, this Agreement comes into force on the date of this Agreement.

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2.2 Clauses17, 22, 27 and 28 are conditional on the satisfaction of all the Conditions Precedent and come into force on the Unconditional Date.

2.3 If the Unconditional Date has not occurred by the Long Stop Date either the Landlord or the Tenant may at any time after that date (but only before the Unconditional Date) give written notice to the other to determine this Agreement.

3. PLANNING APPLICATION

3.1 The Tenant shall as soon as practicable after the date of this Agreement submit the proposed Planning Application to the Landlord for approval (such approval not to be unreasonably withheld or delayed) prior to submitting the Planning Application to the Determining Authority.

3.2 Without prejudice to the Landlord's ability to withhold approval to the Planning Application for any other reasonable reason, the parties agree it shall be reasonable for the Landlord to withhold approval where in the Landlord's reasonable opinion a planning permission issued pursuant to the Planning Application would have the effect of an Unacceptable Condition.

3.3 The Tenant shall not submit the Planning Application to the Determining Authority until the final form and content of the Planning Application has been approved in writing by the Landlord Provided That if the Landlord fails to respond to such application within 20 working days after the Landlord has received it shall be deemed to have approved the proposed Planning Application.

3.4 Within 10 working days of the Landlord's written approval in respect of the final form and content of the Planning Application, the Tenant will submit the Planning Application at its own cost to the Determining Authority and shall pursue the Planning Application and any Planning Agreement expeditiously and diligently and use reasonable endeavours to obtain the grant of a Satisfactory Planning Permission as soon as reasonably practicable.

3.5 The Tenant may not materially vary or amend the Planning Application or withdraw and submit in substitution a revised application for Planning Permission without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) and in every case shall provide details of any such variation or amendment including non-material variations or amendments.

3.6 The Tenant will keep the Landlord regularly informed as to the progress of the Planning Application and will supply the Landlord with copies of all material correspondence (including accompanying plans and other documents) between the Tenant and the Determining Authority within 10 working days of receipt.

3.7 The Tenant may not agree to any extension of the statutory period for determination of the Planning Application without the Landlord's prior consent (such consent not to be unreasonably withheld or delayed).

4. PLANNING APPEAL

4.1 The Tenant may, but is not obliged to, make a Planning Appeal.

4.2 If the Determining Authority refuses to grant Planning Permission and either a) the Tenant notifies the Landlord that it does not intend to make a Planning Appeal or b) the Tenant fails to make a Planning Appeal within the relevant statutory period either party may (but only prior to a Planning Appeal being made) by written notice to the other terminate this Agreement.

4.3 Any appeal will be at sole cost of the Tenant.

4.4 If the Tenant does lodge a Planning Appeal, then the Tenant will pursue the Planning Appeal expeditiously and with all due diligence.

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5. PLANNING PERMISSION CO-OPERATION OF LANDLORD

5.1 The Landlord will co-operate with the Tenant and use reasonable endeavours to assist the Tenant in obtaining a Satisfactory Planning Permission subject to the Tenant paying all the Landlord's reasonable and proper costs in so doing.

5.2 The Landlord will give reasonable assistance to the Tenant in pursuing a Planning Appeal subject to the Tenant paying all the Landlord's reasonable and proper costs in so doing.

5.3 In relation to this Clause 5:

5.3.1 The Tenant shall not be obliged to reimburse any material costs incurred by the Landlord which have not been approved by the Tenant, and

5.3.2 The Landlord shall not be obliged to incur any costs and shall have no liability in respect of the same if such costs have not been approved by the Tenant pursuant to Clause 5.3.1

5.4 Following the grant of Planning Permission the Landlord will not without the Tenant's agreement (not to be unreasonably withheld or delayed) do anything which would constitute or result in the implementation of the Planning Permission.

6. NOTIFICATION OF PLANNING DECISIONS

6.1 The Tenant will within 20 working days of the receipt of any planning decision resulting from the Planning Application (whether original, amended or resubmitted) or the determination of a Planning Appeal provide a copy of the decision notice to the Landlord and in addition the Tenant will give notice to the Landlord in writing whether or not it considers that a condition imposed on the Planning Permission is a Tenant's Unacceptable Condition. The Tenant will give reasons if it considers that a condition or requirement is a Tenant's Unacceptable Condition.

6.2 Within 20 working days of receiving notice from the Tenant under Clause 6.1 where the decision notice is the grant of Planning Permission, the Landlord will give notice to the Tenant in writing whether or not it considers that a condition imposed on the Planning Permission is a Landlord's Unacceptable Condition. The Landlord will give reasons if it considers that a condition is a Landlord's Unacceptable Condition.

7. PLANNING AGREEMENTS

7.1 If a Planning Agreement is required, the Tenant will use reasonable endeavours to negotiate and agree the terms of the Planning Agreement free from any Unacceptable Conditions as quickly as reasonably possible.

7.2 At the Tenant's request, and at the Tenant's reasonable and proper cost, the Landlord will promptly deduce title to the Property to the Determining Authority in connection with any proposed Planning Agreement.

7.3 The Tenant will keep the Landlord regularly informed as to the progress of the Planning Agreement and will supply the Landlord with copies of all material correspondence between the Tenant and the Determining Authority within 10 working days of receipt.

7.4 Within 10 working days of the final form of the Planning Agreement being agreed or reaching a stage where the Determining Authority will agree no further amendments, the Tenant will send a copy of it to the Landlord.

7.5 At the same time as the Tenant sends the final form of the Planning Agreement to the Landlord in accordance with Clause 7.4, the Tenant will give notice to the Landlord in writing whether or not it considers that any provision of the final form of any Planning Agreement (if completed in that form) would be a Tenant's Unacceptable Condition. The Tenant will give reasons if it considers

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that the final form of any Planning Agreement (if completed in that form) would be subject to any Tenant's Unacceptable Condition.

7.6 Within 20 working days of receiving the final form of any Planning Agreement from the Tenant under Clause 7.4, the Landlord shall give notice to the Tenant in writing whether or not any provision of the final form of any Planning Agreement (if completed in that form) would be a Landlord's Unacceptable Condition. The Landlord shall give reasons if it considers that the final form of any Planning Agreement (if completed in that form) would be subject to a Landlord's Unacceptable Condition

7.7 The Tenant will be responsible for satisfying all liabilities, proceedings, costs, claims, demands and expenses incurred or arising from the Planning Agreement and will keep the Landlord indemnified against all liabilities, proceedings, costs, claims, demands and expenses incurred or arising out of the Planning Agreement (and the Lease will also contain a covenant by the Tenant to that effect).

7.8 The Tenant will keep the Landlord indemnified against all liabilities, proceedings, costs, claims, demands and expenses incurred or arising out of CIL (and the Lease will also contain a covenant by the Tenant to that effect).

7.9 The Tenant shall pay the Landlord's reasonable and properly incurred costs in approving and entering into any Planning Agreement, provided that in relation to this Clause 7.9:

7.9.1 The Tenant shall not be obliged to reimburse any material costs incurred by the Landlord which have not been approved by the Tenant, and

7.9.2 The Landlord shall not be obliged to incur any costs and shall have no liability in respect of the same if such costs have not been approved by the Tenant.

7.10 Following the completion of a Planning Agreement the Landlord shall not without the Tenant's Agreement (not to be unreasonably withheld or delayed) do anything which would cause the Planning Agreement to become unconditional or to trigger any liabilities under the Planning Agreement.

8. RIGHT TO WAIVE UNACCEPTABLE CONDITIONS TO PLANNING PERMISSION OR PLANNING AGREEMENT

8.1 The Tenant may waive its right to treat any condition to a Planning Permission or provision of a Planning Agreement as a Tenant's Unacceptable Condition by giving written notice to the Landlord on or before any of the following dates:

8.1.1 the date which is 20 working days after the date on which the Tenant serves a notice under Clause 6.1 that the condition or requirement is a Tenant's Unacceptable Condition;

8.1.2 the date which is 20 working days after the date on which the Tenant serves a notice under Clause 7.5 that the provision of the final form of a Planning Agreement (if completed in that form) would be a Tenant's Unacceptable Condition; and

8.1.3 that date which is 20 working days after the date on which it receives the Independent Expert's written decision pursuant to Clause 10.5.2 that a condition to the Planning Permission or provision of the Planning Agreement or requirement to pay CIL is a Tenant's Unacceptable Condition.

8.2 The Landlord may waive its right to treat any condition to a Planning Permission or provision of a Planning Agreement as a Landlord's Unacceptable Condition by giving written notice to the Tenant on or before:

8.2.1 where the Landlord's Unacceptable Condition is a provision of the Planning Permission, the date which is 20 working days after the date on which the Landlord

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serves a notice under Clause 6.2 that the condition is a Landlord's Unacceptable Condition;

8.2.2 where the Landlord's Unacceptable Condition is a provision of a Planning Agreement, the date which is 20 working days after the date on which the Landlord serves a notice under Clause 7.6 that the provision of the Planning Agreement (if completed in that form) would be a Landlord's Unacceptable Condition; and

8.2.3 that date which is 20 working days after the date on which it receives the Independent Expert's written decision pursuant to Clause 10.5.2 that a condition to the Planning Permission or a provision of the Planning Agreement is a Landlord's Unacceptable Condition.

9. THIRD PARTY APPLICATIONS

9.1 If a Third Party Application is made, the Tenant will:

9.1.1 keep the Landlord regularly informed of the progress of any Third Party Application; and

9.1.2 within 20 working days after receiving it, give the Landlord a copy of any judgment issued by the court in relation to the Third Party Application proceedings.

9.2 The Landlord and the Tenant will each provide reasonable assistance to the person or body defending the Third Party Application subject to the Tenant paying all the Landlord's reasonable and proper costs in so doing, provided that in relation to this Clause 9.2

9.2.1 The Tenant shall not be obliged to reimburse any material costs incurred by the Landlord which have not been approved by the Tenant, and

9.2.2 The Landlord shall not be obliged to incur any costs and shall have no liability in respect of the same if such costs have not been approved by the Tenant.

10. UNACCEPTABLE CONDITION DISPUTES

10.1 In the event of any dispute arising between the Landlord and the Tenant about whether or not a condition to the Planning Permission, or a provision of the Planning Agreement is an Unacceptable Condition, the Landlord and the Tenant will use reasonable endeavours to seek to settle the dispute as quickly as possible. If the dispute has not been settled within a period of 20 working days of the dispute arising then it may be referred by either party to the Independent Expert to determine.

10.2 The Independent Expert is to be appointed by agreement between the Landlord and the Tenant or, if the Landlord and Tenant are unable to agree an appointment, either of them may request the appointment to be made by the President.

10.3 An Independent Expert must have at least ten years' post qualification experience in the relevant area of expertise.

10.4 If an Independent Expert appointed dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:

10.4.1 either the Landlord or the Tenant may apply to the President to discharge the appointed Independent Expert and to appoint a replacement Independent Expert; and

10.4.2 this clause will apply in relation to the replacement Independent Expert as if the first appointed Independent Expert.

10.5 The Independent Expert will act as an expert and will be required to:

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10.5.1 decide whether or not a condition to the Planning Permission or provision of the Planning Agreement is an Unacceptable Condition; and

10.5.2 prepare a written note of the decision and give a copy of the decision to both the Landlord and the Tenant within 20 working days of the date of the Independent Expert's appointment.

10.6 The Landlord and the Tenant will each be entitled to make submissions to the Independent Expert and will provide (or procure that others provide) the Independent Expert with the assistance and documents that the Independent Expert reasonably requires to reach a decision.

10.7 In fulfilling its obligations under its appointment the Independent Expert shall be entitled as it thinks fit to seek professional advice from third parties (including without limitation legal advice in connection with the interpretation of the Agreement).

10.8 The Independent Expert's written decision will be final and binding in the absence of manifest error or fraud.

10.9 The costs of the Independent Expert (including any costs incurred in seeking professional advice from third parties) will be borne equally by the Landlord and the Tenant or in such different proportion as the Independent Expert directs.

11. ENERGY CONDITION

11.1 The Tenant shall use reasonable endeavours, and the Landlord will co-operate with the Tenant, to procure a Grid Connection Offer as soon as practicable after the date of this Agreement.

11.2 The Tenant may not assign the benefit of or novate the Grid Connection Offer.

11.3 The Tenant shall notify the Landlord on receipt of a Grid Connection Offer and shall confirm to the Landlord if it is in all respects acceptable to the Tenant, or give reasons why it is not.

11.4 The Landlord shall within 10 working days of receipt of a Grid Connection Offer from the Tenant confirm to the Tenant (acting reasonably) if it is in a form acceptable to the Landlord, or give written reasons why it is not.

11.5 The Tenant shall pay as they fall due and indemnify the Landlord against any costs, liabilities, claims, demands and expenses arising pursuant to or in connection with the Energy Works and the Grid Connection Offer ("the **Energy Costs**") including without limitation liabilities incurred pursuant to Clause 11.9.

11.6

11.7 As soon as practicable after the date of this Agreement the Landlord and the Tenant shall each use all reasonable endeavours acting in good faith to agree detailed proposals and methodology for the Energy Works, the grant of any rights, and any other matters required to implement the Grid Connection Offer, or as the case may be the anticipated Grid Connection Offer. The Tenant will at the Landlord's request enter in to such reasonable appointments, contracts or direct covenants as shall be reasonably required to give effect to this Clause 11 and in particular (but

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without limitation) to procure that any payments due to third parties in respect of the Energy Works are the primary liability of the Tenant.

11.8 The Landlord will use reasonable endeavours to grant to the relevant network operator a substation lease on terms that are reasonably acceptable to the Landlord.

11.9 If this Agreement is terminated prior to Completion then the Landlord may at the Tenant's cost (on a full indemnity basis) require any Energy Works that have been carried out to be removed and reinstated or made safe and any agreements covenants consents or other matters entered in to in connection with the Energy Works or the Grid Connection Offer to be terminated.

12. ENVIRONMENTAL PERMIT CONDITION

12.1 As soon as reasonably practicable after the Planning Satisfaction Date (or earlier at the Tenant's discretion) the Tenant shall at its own cost apply to Natural Resources Wales and such other relevant Determining Authority for and shall diligently and expeditiously pursue the application and use reasonable endeavours to obtain the Environmental Permit.

12.2 The Tenant shall keep the Landlord regularly informed of the progress of the applications made by the Tenant pursuant to this Clause 12. and shall provide the Landlord with a copy of any permit issued in response to the application.

12.3 The Tenant shall be under no obligations to appeal against the refusal of an application or against any unacceptable conditions (but may do so).

12.4 The Environmental Permit Condition is satisfied on the date on which the Tenant confirms to the Landlord (acting reasonably) that the Environmental Permit is acceptable.

13. ACCEPTABLE BANK SECURITY CONDITION

13.1 As soon as possible after the date of this Agreement and in any event before the Access Date the Tenant shall procure at its election either an AFL Rent Deposit Deed or a Bank Security approved by the Landlord in accordance with this Clause 13.

13.2 If the Tenant elects pursuant to clause 13.1 to procure a Bank Security the Landlord shall not unreasonably withhold its approval to a Bank Security procured by the Tenant provided that it:

13.2.1 is an on demand instrument or bank guarantee;

13.2.2 is from an Acceptable Institution;

13.2.3 is for the Bank Security Amount;

13.2.4 is denominated in Pounds Sterling;

13.2.5 is in favour of the Landlord (including its successors and assigns);

13.2.6 will take effect on the earlier of the Access Date and the First Lease Completion Date or the date on which any Energy Works are commenced;

13.2.7 provides unconditionally and irrevocably for the Landlord to receive payment from the issuer upon written first demand being made without other proof or condition, of such sum as notified in the demand, providing that it shall not exceed the Bank Security Amount; and

13.2.8 has an expiry date acceptable to the Landlord and provides for payment of the Bank Security Amount to be paid to the Landlord if the Bank Security is not renewed in the same terms at least ninety (90) days before expiry of its term; and

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13.2.9 is governed by, and construed in accordance with, the law of England and Wales and provides for the courts of England and Wales to have exclusive jurisdiction over any dispute or claim arising out of or in connection with it or its subject matter;

13.3 The Tenant will use its reasonable endeavours to procure that the Acceptable Bank Security Condition is satisfied as soon as practicable and in any event before the date that is one month before the Long Stop Date.

13.4 The Acceptable Bank Security Condition is satisfied on the date on which either:

13.4.1 the Landlord gives its written approval to a Bank Security procured by the Tenant in accordance with this Clause 13 and that Bank Security has been duly executed and received by the Landlord; or

13.4.2 the AFL Rent Deposit Deed is completed and the Tenant pays the Rent Deposit Alternative Sum to the Landlord.

14. FUNDING CONDITION

14.1 The Tenant shall use reasonable endeavours at its own expense to satisfy the Funding Condition as soon as reasonably practicable after the Planning Satisfaction Date and in any event before the Long Stop Date.

14.2 The Funding Condition is satisfied on the date on which the Tenant provides bona fide evidence (which for the avoidance of doubt could be a substantially agreed draft funding or facility agreement) satisfactory to the Landlord (acting reasonably) that the Tenant has secured funding for the carrying out of the Development (including the Tenant's Works).

15. TENANT'S WORKS CONDITION

15.1 The Tenant shall as soon as reasonably practicable following the Planning Satisfaction Date at the Tenant's expense prepare and submit to the Landlord for approval (such approval not to be unreasonably withheld or delayed) plans and specifications of the Tenant's Works in such detail as the Landlord shall reasonably require and in a form that is consistent with the Planning Permission.

15.2 The Tenant's Works Condition is satisfied on the date on which the Landlord gives its formal written approval to the Tenant's Works (subject only to completion of the Licence for Alterations pursuant to Clause 15.3).

15.3 Completion of the Licence for Alterations shall take place on the First Lease Completion Date.

16. TENANT'S OCCUPATION AS LICENSEE

16.1 The Tenant shall as soon as reasonably practicable following the date on which it obtains consent for the installation of a Sustainable Drainage System (SuDS) from the local planning authority as part of the Tenant's Early Access Works at the Tenant's expense prepare and submit to the Landlord for approval (such approval not to be unreasonably withheld or delayed) plans and specifications of the Tenant's Early Access Works in such detail as the Landlord shall reasonably require. The Landlord may as a condition of such consent require the Tenant to give such reasonable covenants as the Landlord may require as to the method of carrying out the Tenant's Early Access Works and standard of workmanship and their completion and reinstatement.

16.2 During the period from but excluding the date of satisfaction of the Acceptable Bank Security Condition until completion of the First Lease:

16.2.1 the Tenant may occupy the Licence Silo Property as licensee in common with the Landlord and all others authorised by the Landlord, for the purposes carrying out the Tenant's Early Access Works and for no other purpose, and

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16.2.2 The Tenant may give the Landlord not less than 8 weeks' notice of the date it wishes to occupy the Licence Wharf Property (the **Licence Wharf Date**) and from and including the Licence Wharf Date the Tenant may occupy the Licence Wharf Property as licensee in common with the Landlord and all others authorised by the Landlord, for the purposes of facilitating the Tenant's Early Access Works and for no other purpose.

16.3 This Agreement does not operate as a demise of any part of the Property and until the grant of the First Lease or the Second Lease as applicable:

16.3.1 occupation of the Licence Property by the Tenant is to be by way of licence only;

16.3.2 the Landlord retains control, possession and management of the Property;

16.3.3 the Tenant does not have, and is not entitled to, any estate, right or interest in the Property (either as completed or in the course of construction);

16.3.4 the parties will comply with their obligations in the Leases, to the extent that they are not inconsistent with this Agreement and to the extent that they apply to the License Silo Property and/or the Licence Wharf Property (as applicable), as if the Leases had been completed on the Access Date;

16.3.5 the Landlord is entitled to all remedies by action or otherwise for recovering any money or for breach of obligation of the Tenant, as if the Leases had been granted.

16.4 The rights granted to the Tenant under this clause will terminate automatically on the rescission or termination of this Agreement and on completion of the First Lease and any termination will not affect the Landlord's rights in relation to any prior breaches by the Tenant of this Agreement. On the date of such termination the Tenant will yield up the Property in accordance with the obligations in the Leases including, without limitation, removing and reinstating the Tenant's Early Access Works.

16.5 From but excluding the Access Date until completion of the First Lease or earlier termination of this Agreement, the Tenant will pay to the Landlord the Licence Fee, which will be payable in the same manner and at the same times as the amounts comprising it would be payable by the Tenant under the First Lease, if the Lease had been granted on the Access Date

16.6 The Landlord and the Tenant will enter into the Letter Agreement on the Access Date.

17. AGREEMENT FOR SURRENDER AND LEASE

17.1 In consideration of the Tenant's obligations under this Agreement,

17.1.1 the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the First Lease and the Second Lease on the terms set out in this Agreement. No purchase price or premium is payable;

17.1.2 upon completion pf the Second Lease the Tenant will surrender and yield up to the Landlord with full title guarantee all its estate interest and rights in the First Property on the terms set out in this Agreement. No purchase price or premium is payable.

17.2 The Tenant cannot require the Landlord to grant the First Lease or the Second Lease to any person other than the Tenant, here meaning Newminerals Ltd Limited (company number 16455878) only.

17.3 The Tenant cannot assign, sublet, charge, or otherwise share or part with the benefit of this Agreement whether in relation to the whole or any part of the Property.

17.4 Without prejudice to the Tenant's obligations in this Agreement, in the event that

17.4.1 the First Lease expires before Completion, and

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17.4.2 Completion has not occurred solely by reason of the Landlord's breach including without limitation a failure on the part of the Landlord to provide vacant possession of the whole of the Second Property on the Second Lease Completion Date in accordance with Clause 20 of this Agreement ("Qualifying Breach")

the Tenant's obligation under paragraph 15 of Schedule 6 of the First Lease to yield up the Property will not apply for so long as the Qualifying Breach is continuing. In the event of any discrepancy or inconsistency between the provisions of paragraph 15 of Schedule 6 of the First Lease and the yielding up obligations in this Agreement, the yielding up obligations in this Agreement will prevail.

18. SCPC

18.1 The conditions set out in Part 1 of the SCPC are incorporated in this Agreement, in so far as they:

18.1.1 are applicable to the grant of a lease (or, as applicable, the surrender of a lease);

18.1.2 are not inconsistent with the other clauses in this Agreement; and

18.1.3 have not been modified or excluded by any of the other clauses in this Agreement.

18.2 The conditions set out in Part 2 of the SCPC are not incorporated in this Agreement.

18.3 SCPC 1.1.1(d) is amended so that the reference to completion date refers instead to the relevant completion date as defined in this Agreement.

18.4 SCPC 1.1.1(e) is amended so that the reference to the contract rate refers instead to the Contract Rate as defined in this Agreement.

18.5 SCPC 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case".

18.6 SCPC 9.1.2 and 9.1.3 are amended by the deletion of 2.00 pm and the substitution of 1.00 pm.

18.7 SCPC 9.4 is amended by the addition of "(d) any other sum which the parties agree under the terms of the contract to be payable or allowable on completion".

18.8 SCPC 10.1 is amended to read "If any plan or statement in the contract or in written replies which the seller's conveyancer has given to any written enquiries raised by the buyer's conveyancer before this contract was entered into, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows:". In the context of SCPC 10.1 "written" includes email.

18.9 The following do not apply to this Agreement:

18.9.1 SCPC 1.1.4, 1.2, 1.3, 1.4 and 1.5;

18.9.2 SCPC 2;

18.9.3 SCPC 3.2;

18.9.4 SCPC 4.1.1, 4.1.2, and 4.1.3;

18.9.5 SCPC 7.1, 7.2, 7.3, 7.4.2, 7.6.2 and 7.6.6;

18.9.6 SCPC 8.2.1, 8.2.2, 8.2.3, 8.2.4(b) and 8.2.5;

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18.9.7 SCPC 9.2.1; and

18.9.8 SCPC 11.2.3, 11.2.4, 11.2.5, 11.2.6 and 11.3.

19. CONDITION OF THE PROPERTY

19.1 The Tenant acknowledges that, prior to the date of this Agreement, the Landlord has given the Tenant and those authorised by the Tenant, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Tenant accepts the condition of the Property.

19.2 No representation or warranty is given by the Landlord that the Property may lawfully be used for the uses permitted by the Leases and the Tenant confirms that it has made all necessary enquiries to satisfy itself on this point.

19.3 The Tenant will not be entitled to refuse to complete or to delay completion of the grant of a Lease due to any event occurring after the date of this Agreement that results in:

19.3.1 any damage to the Property or any part of it; or

19.3.2 any damage to the means of access to the Property; or

19.3.3 any deterioration in the Property's condition.

20. VACANT POSSESSION

20.1 The Landlord will give the Tenant vacant possession of the First Property and the Second Property (as the case may be) on the relevant completion date subject to any occupation by the Tenant pursuant to Clause 16 on completion of the grant of the First Lease.

20.2 Subject to Clause 16 the Tenant is not entitled to and will not be permitted to take occupation or possession of the Property or of any part of it prior to completion of the grant of the relevant Lease and this Agreement does not operate as a demise.

21. DEDUCING TITLE

21.1 The Landlord's freehold title to the Property has been deduced to the Tenant's Conveyancer before the date of this Agreement.

21.2 The Tenant is not entitled to raise any objection, enquiry or requisition in relation to the Landlord's title save in respect of any matter revealed by the Tenant's usual pre-completion searches at H M Land Registry.

22. TITLE GUARANTEE

22.1 Subject to the other provisions of this clause, the Landlord will grant the Lease with full title guarantee.

22.2 The implied covenants for title are modified so that:

22.2.1 the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (LP(MP)A 1994) will not extend to costs arising from the Tenant's failure to:

(a) make proper searches; or

(b) raise requisitions on title or on the results of the Tenant's searches before the date of this Agreement (or by completion in the case of searches referred to in Clause23.2).

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22.2.2 the covenant set out in section 3(3) of the LP(MP)A 1994 will extend only to charges or encumbrances created by the Landlord.

23. MATTERS AFFECTING THE PROPERTY

23.1 The Landlord will grant the Lease to the Tenant free from encumbrances other than:

23.1.1 any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by the Land Registry under title numbers CYM93518 (as at 19 July 2022 (timed 22:23:52)) and CYM41665 (as at 10 August 2021 (timed 07:44:47));

23.1.2 all matters contained or referred to in a Lease;

23.1.3 any matters discoverable by inspection of the Property before the date of this Agreement;

23.1.4 any matters which the Landlord does not and could not reasonably know about;

23.1.5 any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this Agreement;

23.1.6 public requirements;

23.1.7 any matters which are, or (where the relevant Lease will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002; and

23.1.8 any Planning Agreement.

23.2 The Tenant is deemed to have full knowledge of the matters referred to in Clause 23.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them save in respect of any matter revealed by the Tenant's usual pre-completion searches at H M Land Registry.

24. TERMINATION ON EVENT OF DEFAULT

24.1 An Event of Default occurs if at any time:

24.1.1 There is any material non-compliance by a party with any of its obligations under this Agreement and the default is either:

(a) not capable of being remedied; or

(b) is capable of remedy but has not been remedied the default within 20 working days (or such longer period as may be reasonable in the circumstances) after service on the defaulting party by the non-defaulting party of a notice specifying the default;

24.1.2 A party suffers an Insolvency Event.

24.2 If an Event of Default referred to in Clause 24.1.1 occurs, the non-defaulting party may, at any time prior to grant of the Second Lease, terminate this Agreement by giving written notice to the defaulting party.

24.3 If an Event of Default referred to in Clause 24.1.2 occurs, the non-defaulting party may at any time prior to grant of the Second Lease terminate this Agreement by giving written notice to the defaulting party.

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24.4 If this Agreement is terminated in accordance with Clause 24.2 or Clause 24.3 it shall be without prejudice to and does not limit either party's rights or remedies in respect of any breach of this Agreement or its right to recover damages for any other loss.

24A OTHER TERMINATION

In the event that any of the Commercial Agreement, the First Lease (other than by way of surrender upon the grant of the Second Lease) or the Second Lease are terminated either party may terminate this Agreement with immediate effect by giving written notice to the other.

25. CONSEQUENCES OF TERMINATION

25.1 If this Agreement is terminated in accordance with Clause 2.3 or Clause 24 this Agreement will terminate with immediate effect from the date of the notice to determine and none of the parties will have any further rights or obligations under this Agreement except for the rights of any party in respect of any earlier breach of this Agreement or in respect of Clause 11 or Clause 16.4 The Tenant will at the Landlord's request take such measures as are reasonably required to novate to the Landlord any appointments, contracts or other agreements relating to the Energy Works.

26. AFL FEE

26.1 The Tenant shall pay to the Landlord the AFL Fee in twelve equal instalments in advance (or pro rata for any part of a month) on the first day of each month commencing on the date of this Agreement (with the first payment being in respect of the period from the date of this Agreement until and including the last day of the month in which it is exchanged) until the earlier of:

26.1.1 the First Lease Completion Date; and

26.1.2 the date of termination of this Agreement.

26.2 If the First Lease is completed on a date other than the date on which the AFL Fee is due to be paid, the amount of AFL Fee that has been paid for any period on or after the date that the First Lease is completed shall be off set against the first payment of annual rent payable under the First Lease, and any VAT paid in respect of it, calculated on a daily basis.

26.3 (Subject to Clause 26.2) the AFL Fee shall stand separate to and shall not form part of or be deductible from any rent payable under the Lease or the Licence Fee.

27. TIMETABLE FOR ENGROSSMENTS

27.1 The Landlord's Conveyancer will send the engrossed counterpart First Lease and the engrossed counterpart Commercial Agreement to the Tenant's Conveyancer within 10 working days after the Unconditional Date.

27.2 Completion of the First Lease and exchange of the Commercial Agreement will take place on the First Lease Completion Date.

27.3 Completion of the Second Lease and Surrender will take place on the Second Lease Completion Date.

27.4 Subject to Clause 28.8 on or before the earliest of a) the Access Date, and b) the First Lease Completion Date, and c) the commencement of any Energy Works the Tenant will execute and deliver to the Landlord the counterpart of the AFL Rent Deposit Deed and will pay to the Landlord the Bank Security Amount and the Landlord will within 5 working days (time not being of the essence) execute and deliver to the Tenant the dated original and upon such dating (which the Tenant hereby authorises) the Bank Security Amount will be automatically released to the Landlord to be held in accordance with the AFL Rent Deposit Deed.

27.5 The Landlord's Conveyancer will prepare the engrossments and counterpart of each of the First Lease, the Second Lease, the Surrender, the Commercial Agreement, the Licence for Alterations

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and deliver the counterparts to the Tenant or the Tenant's Solicitor and the Tenant will execute and deliver them to the Landlord's Solicitor on the relevant completion date.

27.6 On completion of the First Lease the Landlord will deliver to the Tenant the executed original First Lease and the Commercial Agreement and the Tenant will deliver to the Landlord the executed counterpart First Lease and the counterpart Commercial Agreement.

27.7 On Completion of the Second Lease the Landlord will deliver to the Tenant the executed original Second Lease and the executed original Licence for Alterations and the Tenant will deliver to the Landlord the executed counterpart Second Lease and the executed counterpart Licence for Alterations.

27.8 If completion of a Lease is delayed due to the Tenant's default or the Tenant fails to pay any sum due under this Agreement in full on completion, the Tenant will pay interest in addition to damages for losses incurred by the Landlord as a result of the delayed completion. The interest will be payable at the Contract Rate on any unpaid amount for the period from the relevant completion date to the date of actual payment.

28. COMPLETION OF LEASE DETAILS

28.1 The grant of the Leases shall be on the following terms:

First Lease

28.1.1 The contractual term of the First Lease will commence on the earlier of the Access Date and the First Lease Completion Date and the date to be inserted into LR6 in the First Lease and the definition of Term Commencement Date in the First Lease will be that date. The contractual term of the First Lease will be a term commencing on that date and ending on 25 January 2028.

28.1.2 the sums to be inserted into paragraphs (a) and (b) and (c) of the definition of Basic Rent in the Particulars to the First Lease, will be an amount equal to the initial Basic Rent multiplied by:

(a) in the case of paragraph (a), 1/2

(b) in the case of paragraph (b), 2/3

(c) in the case of paragraph (c), 1

and the Tenant's liability to pay that sum will commence on the First Lease Completion Date.

28.1.3 the date to be inserted into the definition of "Rent Commencement Date" in the First Lease will be the First Lease Completion Date;

28.1.4 the date to be inserted in the definition of "Stepped Rent Commencement Date" in the First Lease will be the Rent Commencement Date as defined in this Agreement;

28.1.5 the Tenant's liability to pay the other rents reserved by the First Lease will commence on the Rent Commencement Date;

28.1.6 the date to be inserted into paragraph (c)(ii) of the definition of Basic Rent in the Particulars to the First Lease will be the date falling forty two (42) months from and including the Rent Commencement Date as defined in this Agreement.

Second Lease

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28.1.7 The contractual term of the Second Lease will be 25 years commencing on the Second Lease Completion Date and the particulars to be in Clause LR6 in the Lease and the definition of Term Commencement Date in the Lease will be inserted accordingly;

28.1.8 the sum to be inserted into paragraphs a, b, and c of the definition of Basic Rent in the Particulars to the Second Lease, will be an amount equal to the Base Rent subject to indexation on the Second Lease Completion Date in accordance with Schedule 1 and multiplied by:

(a) in the case of paragraph (a), 1/2

(b) in the case of paragraph (b), 2/3

(c) in the case of paragraph (c), 1

and the Tenant's liability to pay that sum will commence on the Second Lease Completion Date;

28.1.9 the date to be inserted in the definition of "Stepped Rent Commencement Date" in the Second Lease will be the Rent Commencement Date as defined in this Agreement

28.1.10 the Tenant's liability to pay the other rents reserved by the Lease will commence on the Second Lease Completion Date;

28.1.11 the date to be inserted into paragraph (c)(ii)) of the definition of Basic Rent in the Particulars to the Lease will be the date falling forty two (42) months from and including the Rent Commencement Date as defined in this Agreement; and

28.1.12 the initial Index Figure inserted in paragraph 1 of Schedule 4 of the Lease will be the monthly figure of the Retail Prices Index for all items published by the Office for National Statistics for the month which is two months before the Second Lease Completion Date;

28.1.13 the dates to be inserted in Clause 17.1 of the Second Lease (Break Clause) will be the sixth anniversary of the Second Lease Completion Date and the tenth anniversary of the Second Lease Completion Date;

28.1.14 the date to be inserted in Clause 6.2 of the Second Lease will be the date that is 42 months from the Rent Commencement Date as defined in this Agreement.

28.2 The plan annexed to the First Lease will be the First Lease Plan and the plan annexed to the Second Lease will be the Second Lease Plan with such modifications as the Landlord shall reasonably require to account for the agreed Tenant's Works and Energy Works.

29. INSURANCE

The Property is at the risk of the Tenant from the date of this Agreement.

30. DEVELOPMENT OF THE LANDLORD'S PROPERTY

The Tenant:

(a) acknowledges and accepts that the Landlord may develop other parts of the Landlord's Property and that works at the Landlord's Property other than the Property may commence or continue after the Second Lease Completion Date; and

(b) subject to the Tenant's right to quiet enjoyment waives any right against the Landlord under the Lease or otherwise to claim damages, compensation or any other remedy arising from the disturbance, nuisance or inconvenience caused by such works.

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31. VAT

31.1 Each amount stated to be payable under or pursuant to this Agreement is exclusive of VAT (if any).

31.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this Agreement, the paying party will at the same time pay to the other party an amount equal to that VAT.

32. CONFIDENTIALITY

32.1 Except as permitted by Clause 32.3 and except to the extent that such information is or becomes publicly available, no party to this Agreement make or permit any disclosure of the terms of or any negotiations in connection with:

32.1.1 this Agreement;

32.1.2 any document supplied to the Tenant or the Landlord or their respective advisors in connection with this Agreement; or

32.1.3 the Lease, the Licence for Alterations, the Commercial Agreement, the Acceptable Bank Security or the AFL Rent Deposit Deed

without the prior written consent of the other parties to this Agreement.

32.2 The obligation in Clause 32.1 shall apply until completion of this Agreement or a period of one year after earlier termination of this Agreement.

32.3 Disclosure is permitted to the extent that it is necessary or desirable:

32.3.1 to enable the parties' professional advisers to carry out their duties effectively provided that the disclosing party procures that the people to whom the information is disclosed are under a duty to keep it confidential;

32.3.2 in connection with the registration of the relevant Lease at HM Land Registry;

32.3.3 to make any filing with, or obtain any authorisation from, a tax authority;

32.3.4 to protect the disclosing party's interest in any legal proceedings;

32.3.5 to comply with the requirements of any law, court order or any regulatory body or governmental authority or of the rules of the UK Listing Authority, the London Stock Exchange or any other recognised stock exchange (whether directly or indirectly);

32.3.6 for the purposes of any subsequent dealing with, or financing of, the Property by the Tenant; or

32.3.7 for the purposes of any dealing with or financing of the Landlord's Property (or any part of it) by the Landlord or in connection with any transaction involving the ownership or funding of the Landlord or any member of the same group of companies from time to time as the Landlord.

32.4 The Tenant will not note this Agreement against the Landlord's registered title either before or after completion other than by means of a unilateral notice and will not provide a copy of this Agreement to the Land Registry unless required in relation to an application by the Landlord to remove such unilateral notice.

33. EXCLUSION OF SECURITY OF TENURE

33.1 In relation to the First Lease, the parties confirm that:

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33.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, before this Agreement was entered into; and

33.1.2 _____, who was duly authorised by the Tenant to do so, made a declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

33.2 The Tenant confirms that in any case where the statutory declaration referred to in Clause 33.1 has been made by someone acting on its behalf that the declarant had the authority to do so.

33.3 In relation to the Second Lease, the parties confirm that:

33.3.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, before this Agreement was entered into; and

33.3.2 _____, who was duly authorised by the Tenant to do so, made a declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

33.4 The Tenant confirms that in any case where the statutory declaration referred to in Clause 33.1 has been made by someone acting on its behalf that the declarant had the authority to do so.

34. ENTIRE AGREEMENT

34.1 This Agreement and the documents annexed to it (which for the avoidance of doubt include the First Lease, the Second Lease, the AFL Rent Deposit Deed, the Licence for Alterations, the Surrender, the Commercial Agreement and the Letter Agreement) constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

34.2 The Tenant acknowledges that:

34.2.1 in entering into this Agreement and any documents annexed to it the Tenant does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:

(a) set out in this Agreement or the documents annexed to it; or

(b) contained in any Written Replies.

34.2.2 no representation or warranty is given or is to be implied by:

(a) the Landlord entering into this Agreement; or

(b) any step taken by or on behalf of the Landlord in connection with this Agreement;

as to the suitability of the Property or the Tenant's Works for the Tenant or its proposed use.

34.3 Nothing in this clause limits or excludes any liability for fraud.

35. JOINT AND SEVERAL LIABILITY

35.1 Where the Landlord comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Landlord arising under this Agreement. The Tenant may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

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35.2 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

36. NOTICES

36.1 Any notice given under this Agreement must be in writing and signed by or on behalf of the party giving it.

36.2 Any notice or document to be given or delivered under this Agreement must be:

36.2.1 delivered by hand;

36.2.2 sent by pre-paid first class post or other next working day delivery service.

36.3 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

36.3.1 to the Landlord at:

Queen Alexandra House, Cargo Road, Cardiff CF10 4LY

marked for the attention of: Helen Thomas, Head of Property – Wales & Short Sea Ports

with a copy to:

SWCommercial@abports.co.uk;

legalnotices@abports.co.uk;

ABP's Regional Director at Queen Alexandra House, Cargo Road, Cardiff, CF10 4LY;

ABP's General Counsel & Company Secretary at 25 Bedford Street, London WC2E 9ES; and

the Landlord's Conveyancer, quoting the reference SA/GVH;

36.3.2 to the Tenant at:

Coopers House, 65 Wingletye Lane, Hornchurch Essex RM11 3AT marked for the attention of: _?_____

with a copy to the Tenant's Conveyancer quoting refence CVL/405500.1.

or as otherwise specified by the relevant party by notice in writing to the other party.

36.4 Any change of the details in Clause 36.3 specified in accordance with that clause will take effect for the party notified of the change at 9.00 am on the later of:

36.4.1 the date, if any, specified in the notice as the effective date for the change; or

36.4.2 the date five working days after deemed receipt of the notice.

36.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

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36.6 Any notice or document given or delivered in accordance with Clause 36.1, Clause 36.2 and Clause 36.3 will be deemed to have been received:

36.6.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

36.6.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the working day after posting.

36.7 In proving delivery of a notice or document, it will be sufficient to prove that:

36.7.1 a delivery receipt was signed or that the notice or document was left at the address;

36.7.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service;

36.8 A notice or document given or delivered under this Agreement will not be validly given or delivered if sent by email.

36.9 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

37. NON-MERGER

The obligations of the Landlord and the Tenant shall continue notwithstanding Completion insofar as they remain to be performed and observed.

38. GOOD FAITH

The parties shall act in the utmost good faith towards one another in respect of all matters that are the subject of this Agreement and shall not do any act or thing which are intended to or may have the effect of circumventing or avoiding the clear intentions of the parties.

39. STATUTORY HARBOUR AUTHORITY

Nothing in this Agreement shall restrict, prejudice or affect the Landlord's powers and duties in the exercise of its function as the statutory harbour authority for the port or competent harbour authority.

40. BRIBERY, CORRUPTION, MODERN SLAVERY, ANTI - FACILITATION OF TAX EVASION & SANCTIONS

40.1 The Landlord and the Tenant shall not, and shall procure that their directors, employees, agents, representatives, contractors or subcontractors shall not, engage in any activity, practice or conduct which would constitute an offence under any applicable:

40.1.1 anti-bribery and/or anti-corruption laws, regulations and codes, including the Bribery Act 2010; or

40.1.2 anti-slavery and human trafficking laws, regulations and codes, including the Modern Slavery Act 2015; or

40.1.3 tax evasion facilitation laws, regulations and codes, including the Criminal Finances Act 2017.

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40.2 The Landlord and the Tenant shall:

40.2.1 each have in place adequate procedures designed to prevent any person working for or engaged by them or any third party in any way connected to this Agreement, from engaging in any activity, practice or conduct which would infringe any anti-bribery and/or anti-corruption laws, regulations and codes including the Landlord's anti-corruption and anti-bribery policy which is available on the Landlord's website http://www.abports.co.uk;

40.2.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

40.2.3 each have in place and maintain such policies and procedures as are reasonable to prevent the facilitation of tax evasion by another person and for the purposes of this Clause 40.2.3 the extent to which any prevention procedures are deemed reasonable shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

40.3 Without prejudice to the generality of the obligations set out in this Clause 40, the Tenant must promptly report to the Landlord:

40.3.1 any request or demand for any undue financial or other advantage of any kind which it receives in connection with the performance of any obligations under any Agreement with the Landlord;

40.3.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement or any other Agreement with the Landlord; or

40.3.3 any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement.

40.4 The Landlord and the Tenant each warrant that they are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the UK Government, the United Nations Security Council, the US Government, the Canadian Government, the European Union or its member states, or any other applicable competent authority.

41. THIRD PARTY RIGHTS

A person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

42. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is to be governed by and construed in accordance with the law of England and Wales.

43. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into as a deed on the date stated at the beginning of it.

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SCHEDULE 1

Review Of Base Rent

1. DEFINITIONS

The following definitions apply to this Schedule.

Base RPI Month	404.5 (being the index figure for the month two months immediately preceding exchange – June 2025).
RPI	the Retail Prices Index or any official index replacing it.
Indexed Sum	the figure determined in accordance with Paragraph 2.2 of this Schedule 1.
Revised Sum	the greater of: a) the Existing Sum, and b) the Indexed Sum.
Existing Sum	the Base Rent or the Phased Rent as the context requires
relevant date	means the date an Indexed Sum is to be ascertained in accordance with this Agreement

2. REVIEW OF BASE RENT

2.1 On the relevant date (or as soon as reasonably practicable following the date on which the All items index value of the RPI published for the month that falls two months prior to the relevant date is ascertainable) the Existing Sum shall be reviewed to equal the Revised Sum.

2.2 The Indexed Sum is the annual sum calculated by multiplying the Existing Sum by the All items index value of the RPI published for the month that falls two months before the relevant date, then dividing the product by the Base RPI Month.

2.3 The Landlord shall calculate the Indexed Sum as soon as reasonably practicable and shall give the Tenant notice of the Revised Sum as soon as it has been calculated.

3. CHANGES TO THE INDEX

3.1 Subject to Paragraph 3.2 of Schedule 1, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Sum shall be made taking into account the effect of this change.

3.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting a review if either:

3.2.1 the Landlord or the Tenant reasonably believes that any change referred to in Paragraph 3.1 of Schedule 1 would fundamentally alter the calculation of the indexed rent or the indexed option premium in accordance with this Schedule, and has given notice to the other party of this belief; or

3.2.2 it becomes impossible or impracticable to calculate the Indexed Sum in accordance with this Schedule.

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This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting a review, either party may at any time refer the issue for determination by the Review Surveyor in accordance with Paragraph 4 of Schedule 1 and the Review Surveyor shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

4. BASE RENT REVIEW SURVEYOR

4.1 The Review Surveyor shall be previously agreed upon between the Landlord and the Tenant or (in the absence of such agreement prior to the date one month before the relevant date) nominated on the application of either the Landlord or the Tenant or both of them jointly by the President.

4.2 The Review Surveyor shall act as an expert and shall:

4.2.1 allow the parties a reasonable opportunity of making representations and counter-representations to him;

4.2.2 take those representations and counter-representations into account; and

4.2.3 if required by either party, give written reasons for his determination.

4.3 The award of the Review Surveyor shall be binding on the parties in the absence of manifest error or fraud and the costs of the reference to him and of his determination (including his own fees and expenses and the legal and other costs of the parties) shall be borne equally between the Landlord and the Tenant.

4.4 Where the Review Surveyor awards costs against a party and such party fails to pay within 21 days of the issue of the award any costs so awarded, the non-defaulting party shall be entitled to pay the same to the Review Surveyor and the amount so paid and all expenses incurred by the such party in making that payment shall be repaid by the other on demand.

4.5 If the Review Surveyor dies or becomes unwilling to act or becomes incapable of acting the President may upon the application of either the Landlord or the Tenant or both of them jointly discharge him and appoint another Review Surveyor to act in his place and in the same capacity and this shall be repeated as many times as the circumstances may require.

5. LATE ASCERTAINMENT OF BASE RENT

If for any reason the Revised Sum is not agreed or determined until after the relevant completion date the relevant Lease will be varied as follows:

(a) the Existing Sum will be used to calculate the Basic Rent in the Particulars to the relevant Lease or Phased Rent as the case may be;

(b) an additional Review Date will be included for the Term Commencement Date of the relevant Lease and the Revised Sum will be payable from that additional Review Date; and

(c) within 10 workings days of the day on which the Revised Sum is agreed or determined the Tenant shall pay the amount of any increase relating to the Revised Sum for the period from and including the Review Date up to the Quarter Day following that agreement or determination together with interest at two per centum below the Contract Rate for the period on and from the date on which it should have been payable had the revised Base Rent been agreed or determined before the Review Date up to the date on which payment is due.

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6. TIME NOT OF THE ESSENCE

Time is not of the essence for the purposes of this Schedule.

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Executed as a deed by affixing the common seal of **Associated British Ports** in the presence of

Insert Common Seal of Company

.....
Deputy Secretary

Executed as a deed by **Newminerals Ltd** acting by Francis Van Eeckhot a director in the presence of:

Ondertekend door:
EGA32D0668BA417...
Director

DocuSigned by:
Steven Van de Maele
6A5B86A8AD514BD...
Witness signature

Witness name Steven Van de Maele
Address Ruilare 23 9080 Lochristi
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Occupation CEO Cemminerals

EnviroHub

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HL150
Lamella Tank

150m² Settling Area Lamella Tank

The HL150 is designed to effectively recover suspended particles from water in continuous pumping applications.

HL is a simple but effective way of ensuring that environmental pollution concerns of high suspended solids in water, from activity such as groundwork dewatering and silt laden wash water are safely met. This ensures compliance with authorities such as the Environment Agency and Water board's site water standards requirements.

These tanks would generally be used in conjunction with chemical dosing, often placed after an EnviroHub TT Treatment Tank. Multiple units can be used in parallel where there are greater flow requirements, to increase settlement capacity.

How It Works

Water containing suspended solids or other contaminants is fed into the inlet tube either by gravity from a previous process or directly pumped.

Pipes running through the length of the tank evenly distribute the flow.

Large flocs and other solids fall into the sludge hoppers whilst the water flow rises between the Lamella plates.

Reduced flow allows smaller flocs to settle to the plates where they slide by gravity, to the sludge at the bottom. The sludge is periodically drained either by gravity or screw pump.

Features

- Inlet port and flow distribution manifold.
- Removable lamella plates for easy cleaning.
- Tapered sludge tank for fast effective sludge removal.
- Adjustable discharge weir plate for when on uneven ground.
- Ports to allow sludge detection to be fitted.
- Access hatches for cleaning out.
- Inspection ladder
- Optional inspection walkways.

Benefits

- Design backed up with comprehensive CFD analysis
- 20' high cube container form for ease of logistics
- Safe solution for removing solids from water and minimising environmental damage to water courses.
- Ensure compliance with Environmental Authority requirements.
- Provides water suitable for safe discharge to foul or surface drainage.
- Fast to deploy, minimal set up required.
- Suitable for all suspended solids settlement.
- Unlimited process time without complete washout.
- Easy transportation using container lifting points.
- Suitable for short and long-term deployments.

Options

Sludge Valves:

- Manual knife gate (standard)
- Pneumatic knife gate
- Manual butterfly valve
- Electric butterfly valve

Sludge Discharge Method:

- Gravity (no pumps)
- Pumped (screw pump or peristaltic pump)

Sludge Discharge Control:

- Manual valve (human operator)
- Semi-automatic (timer)
- Fully automatic (sludge detection sensors)

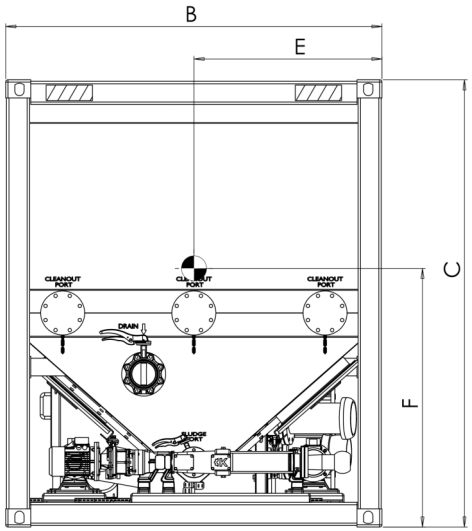
Tank Connections:

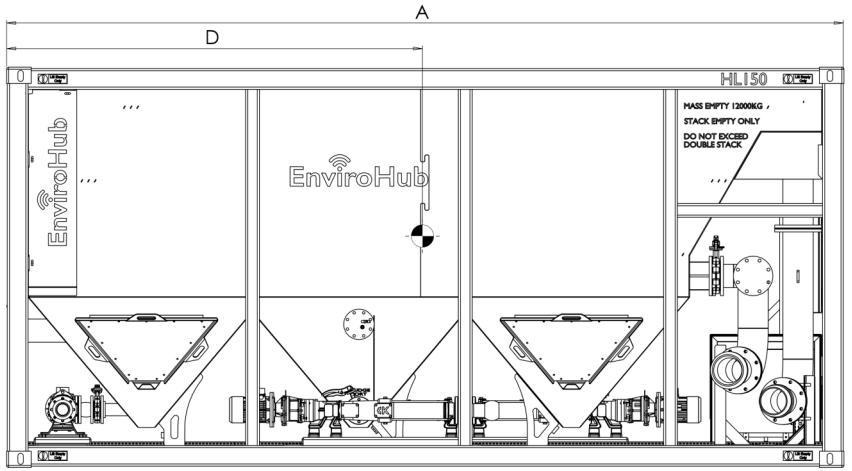
- Flanged
- Bauer

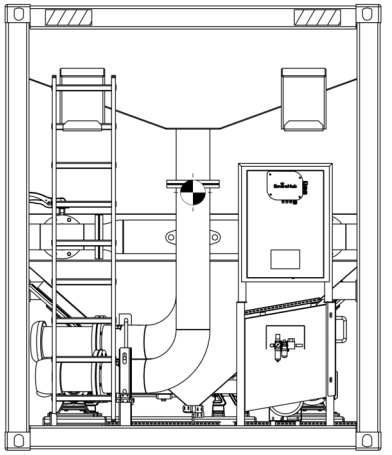
HL 150 effective settlement area is 150m² giving it a typical treatment rate of 75m³/hr. The HL150 can be used in combination with coagulants and flocculants to remove fines, heavy metals and more.

Item	Value	Unit
Length	6.058	m
Width	2.438	m
Height	2.896	m
Mass (empty)	12000	kg
Mass (full)	55000	kg
Settling Flow Rate (max)	120	m³/hr
Settling Flow Rate (typical)	75	m³/hr
Total Volume	21	m³
Sludge Volume	3.3	m³
Effective settlement area	150	m²
Max ground slope (width)	50	mm
	3°	degrees
Max ground slope (length)	150	mm
	3°	degrees
Inlet (Type 1)	DN200 PN10	
Inlet (Type 2)	8" Bauer	
Clean Water Outlet (Type 1)	DN150 PN10	
Clean Water Outlet (Type 2)	6" Bauer	
Sludge Outlet (Type 1)	DN80 PN10	
Sludge Outlet (Type 2)	3" Bauer	
Pumps	3x Toro S30 64-06	
Max flow rate per pump	8.5	m³/hr
Pump power	3	kW

Drawings & Dimensions







Dimensions Table

Dimension	Value / mm
A	6058
B	2438
C	2896
D	3009
E	1220
F	1675