

Dated 1<sup>st</sup> December 2014

Agreement relating to

Land at Wardley Colliery pursuant to Section 106 and Section 106A Town and Country Planning Act 1990 (as amended)

The Council of the Borough of South Tyneside

Harworth Estates Investments Limited

Lloyds Bank Plc and

Wardley Waste Limited

THIS DEED dated 1<sup>st</sup> December 2014 is made BETWEEN:-

- (1) THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE of Town Hall and Civic Offices, Westoe Road, South Shields, Tyne and Wear, NE33 2RL (the "Council");
- (2) HARWORTH ESTATES INVESTMENTS LIMITED (CN 7532134) whose registered office is at AMP Technology Centre, Advanced Manufacturing Park, Brunel Way, Catcliffe, Rotherham, S60 5WG ("the Owner");
- (3) LLOYDS BANK PLC (CN 00002065) whose registered office is at 25 Gresham Street London EC2V 7HN ("the Chargee"); and
- (4) WARDLEY WASTE LIMITED (CN 07704672) whose registered office is at c/o Harworth Estates Limited, AMP Technology Centre, Advanced Manufacturing Park, Brunel Way, Catcliffe, Rotherham, S60 5WG (the "Company")

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and is the authority by whom this Planning Obligation is enforceable.
- (B) The Owner is the owner of an estate in fee simple absolute in possession of the Land under freehold title number TY347896.
- (C) The Chargee is the beneficiary of two registered charges affecting the Land that were registered in respect of the Land at HM Land Registry in January 2012 and January 2013.
- (D) The Company is the beneficiary of an option to acquire a leasehold interest in the Land dated 15 August 2011 and has agreed that should the aforementioned option be exercised by it, any estate or interest created or acquired by it shall be bound by the planning obligations contained in this Deed.
- (E) The Owner submitted the Harworth Planning Application to the Council for permission to carry out the Harworth Development.
- (F) Tamar submitted the Tamar Application for permission to carry out the Tamar Development.
- (G) The Council has decided to grant planning permission for the Tamar Development and the Harworth Development subject to conditions and the making of this Deed without which planning permission for the said Developments would not, for the following reasons, be granted:
  - (i) clause 4(s) of the Section 52 Agreement requires part of the Land (subject to certain requirements and in certain specified circumstances) to be returned to an agricultural and forestry use a requirement which would not be consistent with the bringing in to use of the Land pursuant to the terms of the Harworth Development or the Tamar Development and the Council have, subject to the Commencement of Development, and so far as they may lawfully be able, agreed to refrain from and forego any enforcement measures or the instigation of any such measures or proceedings in respect of any breach of Clause 4(s) of the Section 52 Agreement that may or may be seen to exist by the implementation of the Harworth Planning Permission or the Tamar Planning Permission subject to appropriate compensatory measures being the provision of the Ecology Land in accordance with the Ecology Management Scheme on the terms more particularly described in this Agreement; and
  - (ii) in order to make the Tamar Development acceptable in planning terms in accordance with the Council's Supplementary Planning Document 5 a contribution towards the provision of strategic transport improvements in the Borough is required.

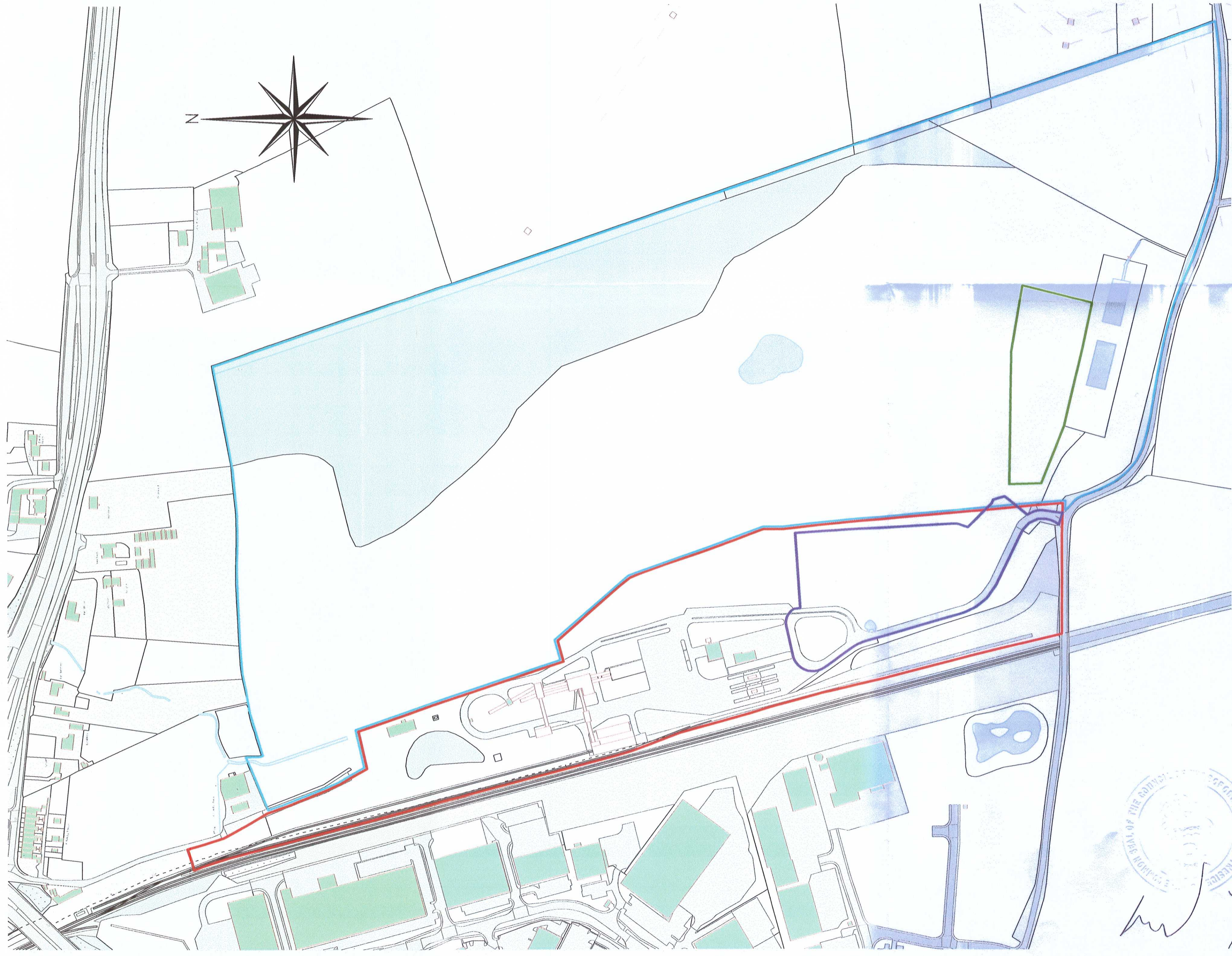
- (H) The parties have agreed to enter into this Deed with the intention that the obligations contained in this Agreement may be enforced by the Council:
- (i) in respect of the Planning Obligations set out in the Schedule to the Agreement, against the Owner and its successors in title to the Land; and
  - (ii) in respect of the Strategic Transport Improvements Tariff, the Owner and its successors in title to the Tamar Land.

THIS DEED is made in pursuance of Section 106 of the Act and WITNESSES AS FOLLOWS:-

## 1. DEFINITIONS

1.1 In this Deed the following expressions have the following meaning:-

"the Act"	means the Town and Country Planning Act 1990 (as amended)
"Commencement of Development"	means the earliest date upon which either the Harworth Development or the Tamar Development is commenced within the meaning of section 56 of the Act provided that for the avoidance of doubt the following shall not be taken to be a material operation and shall not amount to Commencement of the Development: <ul style="list-style-type: none"> <li>a) works of site clearance;</li> <li>b) ground investigation and site survey work;</li> <li>c) construction of boundary fencing or hoarding;</li> <li>d) archaeological investigation;</li> <li>e) works of decontamination or remediation.</li> </ul>
"Commencement of the Tamar Development"	means the date upon which the Tamar Development is commenced within the meaning of section 56 of the Act provided that for the avoidance of doubt the following shall not be taken to be a material operation and shall not amount to Commencement of the Development: <ul style="list-style-type: none"> <li>a) works of site clearance;</li> <li>b) ground investigation and site survey work;</li> <li>c) construction of boundary fencing or hoarding;</li> <li>d) archaeological investigation;</li> <li>e) works of decontamination or remediation,</li> </ul>
"Ecology Land"	means (subject to paragraph 5 of Part 1 of the Schedule) that part of the Land shown edged in green on the Plan.
"Ecology Management Scheme"	means the scheme in respect of the Ecology Land which at the date hereof is approved by the Council in the form specified in Part 2 of the Schedule, or such other scheme for management of the Ecology Land as may subsequently be approved by the Council from time to time in accordance with paragraph 1 of Part 1 of the Schedule.
"Ecology"	means the obligations in so far as they relate only to the Ecology Land



Wardley Disposal Point  
S106 Plan - Scale 1:2500 @ A2

Butler Haig Associates



Management Obligations"	to implement the Ecology Management Scheme by the carrying out of works pursuant to the said scheme to include works for the upkeep and management of the Ecology Land as specified for the purposes of paragraphs 1 and 3 of Part 1 of the Schedule.
"the Harworth Development"	means the development comprising of change of use from coal disposal point including the demolition of mechanised rail loading bunker and associated structures, retention of rail loading head alteration/extension of rail loading pad to allow use of the site as a rail head for transportation and storage of coal, minerals and other products.
"the Harworth Planning Application"	means the application (including plans and drawings) submitted by the Owner to the Council for permission to carry out the Harworth Development (reference: ST/1051/12/FUL).
"the Harworth Planning Permission"	means the planning permission to be granted by the Council pursuant to the Harworth Planning Application.
"the Index"	means the All Items Index of Retail Prices (excluding mortgage interest payments) published by the Office for National Statistics or any successor ministry or department of government.
"the Land"	means the land against which the obligations herein may in accordance with the conditions herein contained be enforced being the land and buildings lying to the south of Newcastle Road, Wardley registered at HM Land Registry under title number TY347896 which for the purposes of identification only is shown edged in red and shown edged blue on the Plan.
"Occupation" and "Occupied"	means the first occupation and/or bringing into use of the Harworth Development and/or the Tamar Development or (as the context permits) any part thereof for the purposes permitted by the Harworth Planning Permission or the Tamar Planning Permission (or the relevant purpose or purposes as the context permits) but not including occupation by personnel engaged in construction fitting out decoration or occupation for marketing display or occupation in relation to security operations.
"the Option"	an option agreement affecting the Land dated 7 December 2012 entered into between UK Coal Investments Limited and UK Coal Surface Mines Limited an expurgated version of which has been disclosed to the Council.
"the Plan"	means the plan which is annexed to this Deed.
"the Planning Obligations"	means the planning obligations set out in Clauses 4.1, 4.2 and the Schedule to this Deed.
"Relevant Officer"	means an officer employed by the Council nominated by the Council's Corporate Director, Business and Resources (or such successor post) for the purposes of monitoring the compliance by the Owner with the Ecology Management Obligations.
"the Section 52 Agreement"	means the agreement entered into between British Coal Corporation and the Borough Council of Gateshead on 7 August 1987 pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 in

respect of part of the Land.

"the Smaller Land"	means the land (forming part of the Land) against which the obligations herein may be enforced known as Land and buildings lying to the south of Newcastle Road, Wardley registered at HM Land Registry under title number TY347896 and which for the purposes of identification only shall comprise two parcels of land one of which is shown edged red and the other which is shown edged green on the Plan.
"the Strategic Transport Improvements Tariff"	Thirty thousand two hundred and seventy six pounds (£30,276.00) being a contribution towards strategic transport improvements in the Borough.
"Tamar"	means Tamar Energy Limited of Two London Bridge London SE1 9RA.
"Tamar Development"	means the development comprising of proposed anaerobic digestion facility to generate renewable energy through the treatment of by-products from the food industry. Facility to include erection of waste reception building, 3no. digestion tanks, 2no. digesterate storage tanks, 4no. feedstock buffer tanks, 3no. pasteurisation tanks, 1no. spherical gas holder, 1no. wastewater treatment unit, a storage building and other ancillary buildings/works
"Tamar Land"	the land (forming part of the Land) to which the Tamar Planning Application relates and shown edged in purple on the Plan.
"Tamar Planning Application"	means the application (including plans and drawings) submitted by Tamar to the Council for permission to carry out the Tamar Development (reference: ST/0995/13/FUL).
"Tamar Planning Permission"	means the planning permission to be granted by the Council pursuant to the Tamar Planning Application.
"Working Days"	means any day from Monday to Friday (inclusive) except Bank Holidays

## 2. INTERPRETATION

- 2.1 Reference to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations.
- 2.2 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 2.3 Reference to a clause or schedule shall unless the context otherwise admits be a reference to a clause or schedule of this Deed and reference in a schedule or a part of a schedule to a paragraph shall unless the context otherwise admits be a reference to a paragraph in that schedule or part of that schedule (as the case may be).
- 2.4 The expressions the Owner, the Company, the Chargee and the Council shall include their successors in title and assigns.
- 2.5 References to the Land (or the Smaller Land or Tamar Land) include any part of it.
- 2.6 Any covenant by the Owner or the Company not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

- 2.7 Where more than one party undertakes an obligation that obligation may be enforced against them jointly or against each of them individually.
- 2.8 The Agreement headings shall not affect construction.

### 3. COMMENCEMENT AND LEGAL EFFECT

- 3.1 The provisions hereof shall take effect on the date that this Deed is entered into save in respect of:
  - 3.1.1 clause 4.1, which shall be conditional on the grant of the Harworth Planning Permission;
  - 3.1.2 clause 4.2, which shall be conditional on the Commencement of the Tamar Development; and
  - 3.1.3 clause 4.4, which shall be conditional upon the Commencement of Development.
- 3.2 This Deed constitutes a planning obligation for the purposes of Section 106 of the Act.
- 3.3 This Deed is made pursuant to Section 106 of the Act and binds the Land and is accordingly enforceable against any person corporate or otherwise claiming or deriving title through or under the Owner of the Land or any part or parts thereof as if that person had been an original covenanting party to this Deed, save that in the event that the Owner provides sufficient evidence to the Council that the Option has been terminated, rescinded, or that it has lapsed or otherwise comes to an end before the option to acquire to which it relates is exercised in respect of any part of the Ecology Land, the obligations contained in clause 4.1 and the Schedule shall thereafter only bind the Smaller Land and be enforceable against any person corporate or otherwise claiming or deriving title through or under the Owner of the Smaller Land and shall not, for the avoidance of doubt, be capable of enforcement against any part of the Land edged in blue on the Plan save in respect of that part edged in green on the Plan and in such event the provisions of paragraph 5 of the Schedule shall thereafter cease to have effect.
- 3.4 No person shall be liable for the breach of a Planning Obligation after they have parted with their interest in the Land or the part of the Land in respect of which the breach occurs but this shall be without prejudice to their liability for any subsisting breach of covenant occurring prior to when they parted with such interest.
- 3.5 No statutory authority or service company acquiring part of the Land or any electricity sub-station gas governor or other land within the Land shall be liable for any breach of this Agreement.
- 3.6 Subject to the obligations contained in article 4.1 and the Schedule, nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission other than the Harworth Planning Permission or the Tamar Planning Permission. For the avoidance of doubt this shall not apply to any non-material change made by the Council to either the Harworth Planning Permission or the Tamar Planning Permission under section 96A of the Act.
- 3.7 This Deed is a local land charge and shall be registered as such.
- 3.8 Save as provided for by this Deed nothing in this Deed shall be treated as giving rise to any rights to third parties under the Contracts (Rights of Third Parties) Act 1999.
- 3.9 If any provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form

part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.

- 3.10 If the Tamar Planning Permission expires before the Commencement of the Tamar Development or shall at any time be revoked the obligations contained at clause 4.2 shall forthwith cease to have effect.

#### 4. **COVENANTS**

- 4.1 The Owner hereby covenants in relation to the Land to perform and observe the Planning Obligations in the Schedule.
- 4.2 The Owner hereby covenants in relation to the Tamar Land to pay to the Council, no later than 14 days following Commencement of the Tamar Development, the Strategic Transport Improvements Tariff, increased to reflect any increase in the Index occurring in the period from and including the date of this Agreement to and including the date of actual payment.
- 4.3 The Council hereby covenants with the Owner from the date hereof as follows:
- 4.3.1 to issue the Harworth Planning Permission and the Tamar Planning Permission as soon as reasonably practicable;
- 4.3.2 on receipt of a written request by or on behalf of the Owner after the Planning Obligations that are capable of discharge have been wholly discharged or performed the Council will affect the cancellation of any entry made in the Local Land Charges Register in respect of them; and
- 4.4 The Council covenants that in so far as the implementation of the Harworth Development or the Tamar Development results in (or may be considered to result in) an infringement, contravention or breach of any term of the Section 52 Agreement and particularly clause 4(s) thereof the Council covenants (so far as it lawfully may) to refrain from any enforcement measures or the instigation of any such measures or proceedings in respect of any such infringement, contravention or breach of Clause 4(s) of the Section 52 Agreement.

#### 5. **ARBITRATION**

In the event of any dispute or difference arising from the application of this Deed and of the obligations hereunder the same may be referred for determination by a person to be agreed between the parties hereto (or in default a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors) in accordance with and subject to the provisions of the Arbitration Act 1996.

#### 6. **COMMUNITY INFRASTRUCTURE LEVY**

- 6.1 For the purpose of this Clause "CIL" means a tax tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "Community Infrastructure Levy" or known by any other name.
- 6.2 If after the date of this Agreement a CIL is introduced that is applicable to the Development then the parties to this Deed will use reasonable endeavours to agree variations to this Deed with the intent that:
- 6.2.1 The planning benefits secured by this Deed should continue to be secured and delivered; and



6.2.2 The Owner should not be in a position where it is in a financially worse position because of CIL in respect of the obligations contained in Clause 4.1 than it would be if it performed the obligations in this Deed and no CIL had been introduced.

7. **CHARGEES COVENANTS**

The Chargee hereby consents to the giving of obligations by the Owner and the Chargee hereby agrees that the Land shall be bound by the terms of this Deed. None of the obligations herein contained shall be enforceable against the Chargee unless and until the Chargee takes possession of any part of the Land pursuant to the terms of its charges.

## THE SCHEDULE

### PART 1

#### PLANNING OBLIGATIONS RELATED TO ECOLOGY

The Owner hereby covenants with the Council as follows:-

1. That no later than 6 months after Commencement of the Development the Owner shall commence the works stipulated in the Ecology Management Scheme and shall implement the said scheme in full accordance with the designs standards specifications and timescales contained in the scheme or in accordance with such other details as may be subsequently submitted to and approved by the Council in writing from time to time.
2. To carry out the Harworth Development and the Tamar Development and occupy and use that part of the Land to which the Harworth Planning Permission and the Tamar Planning Permission relates for the purposes respectively specified in the Harworth Planning Permission and Tamar Planning Permission and in full accordance with the Ecology Management Scheme.
3. Upon completion of the works specified in the Ecology Management Scheme to carry out works for the maintenance and upkeep of the Ecology Land (or such parts thereof as are affected) in full accordance with the said scheme.
4. Not to use the Ecology Land other than in accordance with the Ecology Management Scheme and not to carry out any other building, engineering, mining or other operations in, on, over or under the Ecology Land.
5. In the event that rights pursuant to the Option are exercised in respect of the land edged in green on the Plan, if so directed by the Council:
  - 5.1 submit to the Council for its approval details of an area of land to be provided in substitution for the land edged in green on the Plan, the aforementioned parcel land to be within the land edged in blue on the Plan and to be of no smaller size than the land edged in green on the plan together with evidence (whether by ecological survey or otherwise) justifying the size and location of the aforementioned parcel of land in substitution for the land edged in green on the plan having regard to the purposes for which the Ecology Land is to be provided and managed in accordance with the Ecology Management Scheme;
  - 5.2 following approval by the Council to the size and location of the aforementioned parcel of land in accordance with paragraph 5.1 above, to implement the Ecology Management Scheme in respect of the aforementioned parcel of land in the same manner as provided for in paragraphs 1 to 3 above in respect of the land edged in green on the Plan, and not to use the aforementioned parcel of land other than in accordance with paragraph 4; and
  - 5.3 not to use any part of the land edged in blue on the Plan or carry out any other building, engineering, mining or other operations in, on, over or under the land edged in blue on the Plan until the Council have approved in writing the size and location of the aforementioned parcel of land in accordance with paragraph 5.1,and following approval by the Council of the parcel of land pursuant to paragraph 5.1, such parcel of land shall thereafter be regarded as comprising the Ecology Land for the purposes of this Deed and references in this Deed to the "Ecology Land" shall thereafter be construed accordingly.
6. The Owner hereby grants a right of access to the Relevant Officer to the Ecology Land in accordance with the following provisions:-
  - 6.1 The right of access is granted only to the Ecology Land and to and from the Ecology Land (as further provided hereto) and in relation to no other land holding or interest of the Owner.

- 6.2 The right to access is granted solely for the purpose of the Relevant Officer monitoring the extent to which the Owner has complied with the terms of the Ecology Management Obligations in respect of the Ecology Land.
- 6.3 Before exercising the right of access the Relevant Officer shall, save where agreed otherwise in writing, serve on the Owner a written notice addressed for the attention of Mr E Peat at AMP Technology Centre, Advanced Manufacturing Park, Waverley, Rotherham, S60 5WG proposing a date or series of dates no sooner than fifteen Working Days from the date of the notice on which access should be granted to the Ecology Land.
- 6.4 The Owner shall within ten Working Days from receipt of the notice served pursuant to paragraph 6.3 confirm its acceptance of the date(s) proposed by the Council or in the event such date(s) is/are not acceptable propose such further date(s) for access within a reasonable period thereafter, having regard to the purposes for which access is to be granted pursuant to paragraph 6.2 above.
- 6.5 The Relevant Officer shall exercise the right of access on the date expressly agreed to by the Owner pursuant to paragraphs 6.3 and 6.4 hereof save that where the Owner does not comply with its obligation under paragraph 6.4 to confirm its acceptance of the date(s) proposed by the Council or specify such alternative date(s) for access the Council shall be entitled to gain access to the Ecology Land on one of such of the dates that were the subject of the Relevant Officer's Notice for the purposes of paragraph 6.3 hereof providing that the Council first of all notifies the Owner of which of the dates on which he intends gain access to the Ecology Land and in obtaining such access the Relevant Officer shall have regard to the purposes for which access is to be granted pursuant to paragraph 6.2 above and providing also that the following paragraphs of this Part of the Schedule shall apply to such right of access.
- 6.6 The right of access shall be exercised by the Relevant Officer visiting the site office at the former Colliery Site Office, Follingsby Lane, West Boldon (or at such alternative location on the Land as may be confirmed by the Owner from time to time) at the appointed time on the appointed date as agreed to pursuant to paragraph 6.5 hereof.
- 6.7 Save as otherwise agreed to by the Owner the Relevant Officer shall be accompanied at all times during his visit to the Ecology Land by the Owner's employee, agent or other representative and particularly the Relevant Officer shall be so accompanied en route to and from the Ecology Land.
- 6.8 Subject to paragraph 6.9, the Owner shall allow (pursuant to the arrangements specified above) the first right of access to be exercised by the Relevant Officer on a date occurring between six and twelve months after the date hereof, the second right of access to occur before the third anniversary of the date hereof and all future rights of access to occur no more frequently than once in every 36 months after the second right of access has been exercised by the Relevant Officer.
- 6.9 SUBJECT ALWAYS to paragraph 6.10 hereof, where the Council, having exercised rights of access under this paragraph 6 on the occasions specified in paragraph 6.8, reasonably considers that the Owner has failed to comply with the Ecology Management Obligations, the Council shall be entitled to (and the Owner shall provide) access on such further occasion(s) (in accordance with the procedures specified in paragraphs 6.3 to 6.7) as is/are reasonably required by the Council to ascertain whether such breach of the Ecology Management Obligations has been remedied by the Owner.
- 6.10 Without prejudice to its rights of entry and carrying out of operations or commencement of proceedings under section 106 of the Act in respect of any breach of the Ecology Management Obligations, where the Council reasonably determines for the purpose of paragraph 6.9 that the Owner has failed to comply with the Ecology Management Obligations and the Council wishes to the exercise the rights of access granted by paragraph 6.9 hereof to ascertain whether such breach has been remedied, the Relevant

Officer shall serve a written notice on the Owner (at the address specified for the purposes of paragraph 6.3) setting out precisely in what respect such alleged failures have arisen and precisely what reasonable and proportionate steps must be undertaken by the Owner in order to remedy such breaches such notice to be served on the Owner no sooner than ten Working Days prior to when the Relevant Officer requests any such further right of access as envisaged for the purposes of paragraphs 6.9 and in full accordance with the provisions of paragraph 6.3 hereof.

- 6.11 Both parties shall (subject to the specific provisions contained in this paragraph 6) act reasonably in respect of (on the part of the Council) the seeking of access and (in respect of the Owner) the granting of permission for access under this paragraph 6 having strict regard to the purposes for which access is being granted pursuant to paragraph 6.2

## **PART 2**

### **ECOLOGY MANAGEMENT SCHEME**

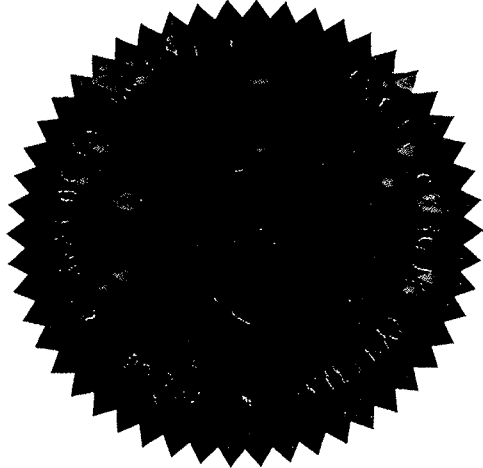
The following is agreed as the Ecology Management Scheme:-

1. The Owner shall fence the boundaries of the Ecology Land with stock-proof fencing and treated timber fence posts with a top run of barbed wire.
2. The Owner shall comply with all legal health and safety requirements for management of a colliery spoil area.
3. The Owner shall remove tree species on the Ecology Land during the first winter following the grant of the Harworth Planning Permission with the arising being chipped and removed off-site.
4. The Owner shall reduce shrub cover on the Ecology Land to less than 5% of the total area of the Ecology Land during the first winter following the grant of the Harworth Planning Permission with the arising being chipped and removed off-site.
5. The Owner shall monitor butterfly populations on the Ecology Land to assess dingy skipper and grayling populations at three year intervals through the carrying out of appropriate survey work using nationally recognised methodologies. The Owner shall submit the results of these surveys to the Council. If in the reasonable opinion of the Council these species appear to be declining, and the area of bare ground is less than 10% of the total area of the Ecology Land, the Owner shall carry out scrub clearance and removal of coarse grassland communities to increase the area of bare ground to no less than 20% of the total area of the Ecology Land. The Council and the Owner shall agree (both parties acting reasonably) if any other works are reasonably required having regard to the purposes for which the Ecology Land is being provided and where such further works are to be carried out they shall be undertaken within such reasonable timescale as is agreed between the parties.
6. If scrub cover in respect of the Ecology Land increases beyond 15% of the total area of the Ecology Land the Owner shall reduce the scrub cover and treat the stems to reduce cover to less than 5% of the total area of the Ecology Land.

IN WITNESS of the above the parties have executed this Deed as a deed and the same has been delivered by them or on their behalf on the above date

EXECUTED AS A DEED by affixing the common seal of THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE in the presence of:-

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)  
)  
)



Mayor/Authorised Signatory

[Redacted signature]

Head of Legal Services/Authorised Signatory

[Redacted signature]

EXECUTED AS A DEED by HARWORTH ESTATES INVESTMENTS LIMITED acting by:-

)  
)

Director

[Redacted signature]

Director/Secretary

[Redacted signature]

EXECUTED AS A DEED by LLOYDS BANK PLC acting by:-

)  
)

Authorised Signatory

*ION JONES GROUND*

[Redacted signature]

In the presence of:

Signature:

[Redacted signature]

Name:

*ROBERT MARRIOTT*

Address:

*8<sup>th</sup> FLOOR, 40 SPRING GARDENS  
MANCHESTER, M2 1EN*

EXECUTED AS A DEED by WARDLEY  
WASTE LIMITED acting by:-

)  
)

Director



Director/Secretary

