



Mining
Remediation
Authority

Dated 27 february 2025

- (1) The Mining Remediation Authority
- (2) Bryn Bach Coal Limited

Agreement supplemental to a Coal Industry Act 1994 Part II Surface Mining Licence –
the Fourth Supplemental Agreement

Relating to Glan Lash Surface Mining Site

CA11/OPC/0434/S



Making a **better future** for people
and the environment **in mining areas**

THIS AGREEMENT is made on the 21 day of February 2025

BETWEEN :-

- (1) **THE MINING REMEDIATION AUTHORITY** is the trading name of **THE COAL AUTHORITY** established pursuant to Section 1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG (**Authority**); and
- (2) **BRYN BACH COAL LIMITED** whose registered office is situated at Glan Lash Mine Complex, Shand's Road, Llandybie, Ammanford, SA18 3YR; Company registered in England & Wales No. 3424431 ("the Licensee")

WHEREBY IT IS AGREED as follows :-

1. DEFINITIONS

In this Agreement :-

"Authorisation" has the meaning ascribed to it in the Licence

"Coal-Mining Operations" has the meaning ascribed to it in the Licence.

"Fourth Deed of Variation" means the Fourth Deed of Variation of the Lease of even date herewith;

"Lease" means the surface mining Lease relative to the Mine granted by the Coal Authority to the Tenant on 28th September 2012, as varied by a Deed of Variation on 12th January 2018 ("the First Deed of Variation"), as varied by a Deed of Variation on 12th July 2018 ("the Second Deed of Variation") and as varied by a Deed of Variation on 7 February 2019 ("the Third Deed of Variation") and includes any instrument which is supplemental to that Lease;

"Licence" means the Surface Mining Operating Licence granted by the Coal Authority to the Licensee on 28th September 2012, as varied by a Supplemental Agreement on 12th January 2018 ("the First Supplemental Agreement"), as varied by a Supplemental Agreement on 12th July 2018 ("the Second Supplemental Agreement") and as varied by a Supplemental Agreement on 7 February 2019 ("the Third Supplemental Agreement") and includes any instrument which is supplemental to that Licence;

"Licensed Area" means the land described in Part 1 of Schedule 2 of the Licence;

"Term" means the period as described in the Licence Authorisation;

The Clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. RECITALS

- 2.1 This Agreement is supplemental to the Licence by which the Licensee was permitted to carry out Coal-Mining Operations within the Licensed Area during the Term subject to and upon the restrictions and conditions contained in the Licence.
- 2.2 The benefit of the Licence remains in the Licensee and the Authority, at the request of the Licensee, has agreed to modify the Licence as set out below.

3. VARIATION

The Authority and the Licensee in accordance with Condition 18.1 of the Licence agree that:-

- 3.1 Plan CA11/OPC/0434/S - Plan A annexed to the First Deed of Variation was substituted by Plan CA11/OPC/0434/S - Plan B annexed to the Second Deed of Variation. CA11/OPC/0434/S - Plan B is substituted by CA11/OPC/0434/S - Plan C annexed to this Deed.
- 3.3 The provisions set out in Schedule 2 of the Licence shall be substituted by the provisions set out in the Schedule to this Agreement.
- 3.4 Any reference in the Licence to the Lease shall be construed to be the Lease as defined in this Deed and as varied by the Fourth Deed of Variation.
- 3.5 The whole terms of the Licence are hereby confirmed and remain in full force and effect all to the same effect as if the Licence as hereby varied had been entered into between the parties in such terms on the 28th September 2012. For the avoidance of doubt this variation solely increases the Licensee's Area of Responsibility/Surface Hazard Area as shown on CA11/OPC/0434/S - Plan C, but the Licensee's authorisation to mine expired on 31 March 2019.

AS WITNESS the hands of a duly authorised representative on behalf of The Coal Authority and a duly authorised representative on behalf of the Licensee the day and year first before written.

SIGNED on behalf of

THE COAL AUTHORITY by :-

Print Name..

in the presence of :-

Print Name....

SIGNED on behalf of

BRYN BACH COAL LIMITED by :-

Print Name..

in the presence of :-

Print Name..

This is the SCHEDULE referred to in the foregoing Agreement

**Part 1
Licensed Area**

The land used in connection with the winning, working or getting of Coal from the Specified Seams which are within the area edged red on the attached Plan reference CA11/OPC/0434/S - Plan C.

**Part 2
The Specified Seams**

All coal seams down to and including the Pumpquart Seam, such parts thereof as lie beneath the surface area of four and a half (4.5) hectares or thereabouts in the County of Carmarthenshire as shown edged red on the attached Plan reference CA11/OPC/0434/S - Plan C.



Mining
Remediation
Authority

Dated 27 february 2025

- (1) The Mining Remediation Authority
- (2) Bryn Bach Coal Limited

Deed of Variation to a Surface Mining Lease – the Fourth Deed of Variation
Relating to Glan Lash Surface Mining Site

CA11/OPC/0434/S



Making a **better future** for people
and the environment **in mining areas**

THIS DEED OF VARIATION is made on27 February..... 2025

BETWEEN :-

- (1) **THE MINING REMEDIATION AUTHORITY** is the trading name of **THE COAL AUTHORITY** established pursuant to Section 1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG (**Authority**); and
- (2) **BRYN BACH COAL LIMITED** whose registered office is situated at Glan Lash Mine Complex, Shand's Road, Llandybie, Ammanford, SA18 3YR; Company registered in England & Wales No. 3424431 ("the Licensee")

NOW THIS DEED WITNESSETH as follows :-

1. DEFINITIONS

In this Deed :-

"Lease" means the surface mining Lease relative to the Mine granted by the Coal Authority to the Tenant on 28th September 2012, as varied by a Deed of Variation on 12th January 2018 ("the First Deed of Variation") as varied by a Deed of Variation on 12th July 2018 ("the Second Deed of Variation") and as varied by a Deed of Variation on 7 February 2019 ("the Third Deed of Variation") and includes any instrument which is supplemental to that Lease;

"Mine" means the Mine as defined in the Third Schedule of the Lease;

"Term" means the period from the Term Commencement Date as defined in the Lease;

"Term Commencement Date" is as defined in the Lease.

The Clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2. RECITALS

- 2.1 This Deed which shall take effect from the date hereof is supplemental to the Lease by which the Coal Authority let to the Tenant the Mine for the Term subject to and upon the restrictions and conditions contained in the Lease.
- 2.2 The benefit of the Lease remains in the Tenant and the Authority, at the request of the Tenant, has agreed to modify the Lease as set out below.
- 2.3 This Deed does not vary the area leased for mining or allow the Tenant to carry out any further Coal-Mining Operations.
- 2.4 The Plan as defined in the Lease was CA11/OPC/0434/S. Plan CA11/OPC/0434/S was substituted by Plan CA11/OPC/0434/S - Plan A by the First Deed of Variation. Plan CA11/OPC/0434/S - Plan A was substituted by Plan CA11/OPC/0434/S - Plan B annexed to the Second Deed of Variation. It is intended that Plan

CA11/OPC/0434/S - Plan B is substituted by Plan CA11/OPC/0434/S - Plan C annexed to this Fourth Deed of Variation.

3. VARIATION

- 3.1 The Plan as defined in the Lease is substituted by CA11/OPC/0434/S - Plan C annexed to this Deed.
- 3.2 Any references to the Plan in the Lease shall be construed as referring to Plan CA11/OPC/0434/S - Plan C annexed to this Deed.
- 3.3 Save as hereby varied the parties hereto confirm the whole other terms and conditions of the Lease as remaining in full force and effect, terms defined in the Lease used in this Deed (where varied) remain applicable and all to the same effect as if the Lease as hereby varied had been entered into in such terms on the 28th September 2012. For the avoidance of doubt this variation solely increases the Tenant's Area of Responsibility/Surface Hazard Area as shown on CA11/OPC/0434/S - Plan C, but this Deed does not vary the area leased for mining or allow the Tenant to carry out any further Coal-Mining Operations and it is agreed that the Tenant's authorisation to mine expired on 31 March 2019.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

EXECUTED as a Deed by affixing the Common Seal of **THE COAL AUTHORITY** in the presence of:



No. in Seal Page
(212)

EXECUTED as a deed by **BRYN BACH COAL LIMITED**

Acting by a director In the presence of:

Signature of witness

Name (in BLOCK CAPITALS):

Address:

These are the SCHEDULES referred to in the foregoing Deed of Variation

SCHEDULE 1

**The Mine
Glan Lash**

All the coal and coal mine contained within or comprising the Specified Seams within the areas shown edged red on the attached Plan reference CA11/OPC/0434/S - Plan C.

In this schedule:-

"Specified Seams" means

All coal seams down to and including the Pumpquart seam, such parts thereof as lie beneath the surface area of four and a half (4.5) hectares or thereabouts in Carmarthenshire shown edged red on the attached Plan reference CA11/OPC/0434/S - Plan C.