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By email: NetZeroTeessideProject@planninginspectorate.gov.uk

Our ref: JLW/185618.1

26 October 2022

Dear Sir / Madam

**The Net Zero Teesside Project EN010103 (“the Project”)  
Deadline 11 Submission on behalf of Redcar Bulk Terminal Limited (“RBT”)**

We write on behalf of RBT further to their Deadline 9 submission [REP9-034] and attendance at ISH5 and CAH3.

Attached to this letter are the Written Summaries of RBT’s Oral Submissions to both ISH5 and CAH3 as required to be submitted at Deadline 11.

By way of update, since ISH5 and CAH3 the Parties have continued to engage on the Side Agreement and its associated legal agreements.

The associated legal agreements being negotiated are referred to within the Compulsory Acquisition Schedule [REP9-022, line 64]. These comprise an Upgrade Works Agreement, Materials Handling Agreement and Option and Lease, which the Side Agreement acts as a framework to put these into place.

Although it is the intention of both parties to complete the Side Agreement and associated legal agreements prior to the completion of the Examination, a further update will be provided at Deadline 12 if RBT considers that any of these agreements are unlikely to be completed by the end of the Examination.

RBT would note that in default of the completion of the Side Agreement, RBT’s position is as argued in within its Written Representation [REP2-095] and submissions at the previous ISH3 and CAH2, that Temporary Possession and Compulsory Acquisition powers should not be imposed over RBT interests.

Yours sincerely,

[Redacted signature]

[Redacted name]

### **Written Summary of RBT's Oral Submissions at ISH5**

RBT provided within its Deadline 9 submission [REP9-034] a set of Protective Provisions which are agreed in principle between the parties with the exception of its indemnity provisions.

RBT indicated it was intended that the negotiations on the indemnity provisions would be resolved prior to the conclusion of the Examination. Meetings would occur over the next two weeks to settle this and other remaining issues between the parties.

As stated within its Deadline 9 submissions, RBT's agreement in principle is without prejudice to RBT's position as explained within its Written Representation [REP2-095], ISH3 and CAH2 that the powers sought within the DCO should not be granted over the RBT interests, and that the Side Agreement and its associated legal agreements still required completion.

### **Written Summary of RBT's Oral Submissions at CAH3**

RBT confirmed the assessment made by the Applicant of the current status between the parties, that it was their intention to complete the Side Agreement and associated legal agreements prior to the close of the Examination.

RBT also confirmed the statement given at ISH5 that the Protective Provisions submitted at Deadline 9 have been agreed in principle between the parties with the exception of its indemnity provisions.