



Anglesey Mining plc

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Standard form of appointment letter for non-executive directors

You have been a non-executive director with Anglesey Mining plc ("Company") for some time and it is now appropriate that this letter should record the main terms of the appointment. Note that this is a contract for services and is not a contract of employment.

As we are a company whose shares are listed on the official list of the Financial Services Authority, the Company is bound by the listing rules of the Financial Services Authority ("Listing Rules") which include restrictions on dealings in shares by directors of the Company, certain employees and persons connected with them. It is also the Company's policy to comply, wherever reasonably practicable, with the Combined Code on Corporate Governance published by the Financial Reporting Council ("Combined Code"). To that end, if there are subsequent revisions to the Listing Rules or the Combined Code or if any other code or report dealing with corporate governance is issued, we would wish to discuss appropriate revisions to the terms and conditions of your appointment.

1. APPOINTMENT

1.1 Subject to the remaining provisions of this letter, your appointment shall continue unless terminated earlier by either party giving to the other one month's prior written notice. Non-executive directors are typically expected to serve two three-year terms, although the board of directors may invite you to serve for an additional period.

1.2 Your appointment is subject to the articles of association of the Company, as amended from time to time ("Articles"). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. Continuation of your appointment is then subject to your continued satisfactory performance and re-election by the shareholders at forthcoming AGMs as required by the Articles. If you are not re-elected to your position as a director of the Company by the shareholders or if at any time you resign from this office, your appointment shall terminate automatically and with immediate effect.

1.3 Notwithstanding clause 1.1 and clause 1.2, the Company may terminate your appointment with immediate effect if you have:

1.3.1 committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your fiduciary duties and all general duties imposed by law including those contained in the Companies Act 2006); or

1.3.2 been guilty of any fraud or dishonesty or acted in any manner which, in the opinion of the Company, brings or is likely to bring you or the Company into disrepute or is materially adverse to the interests of the Company; or

1.3.3 been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984;

1.3.4 been disqualified from acting as a director; or

1.3.5 accepted a position with, or acquire interests in, another company, without prior Board approval, which, in the Board's reasonable opinion, is likely to give rise to a material conflict of interest with your position as a director of the Company.

1.4 On termination of the appointment, you shall only be entitled to accrued fees as at the date of termination together with reimbursement of any expenses properly incurred prior to that date.

2. TIME COMMITMENT

2.1 Overall we anticipate that you will spend up to 2 days per month providing services to the Company. This will probably include attendance at quarterly board meetings, the AGM, one annual board away day a year and site visits. In addition, you will be required to consider all relevant papers in advance of each meeting.

2.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role. The agreement of the chairman should be sought before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.

3. ROLE AND DUTIES

3.1 As a non-executive director you shall have the same general legal responsibilities to the Company as any other director and shall be required to take decisions objectively in the interests of the Company. The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:

3.1.1 provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;

3.1.2 set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and

3.1.3 set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

3.2 In your role as a non-executive director, you shall also be required to:

3.2.1 constructively challenge and contribute to the development of strategy;

3.2.2 scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

3.2.3 satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible;

3.2.4 be responsible for determining appropriate levels of remuneration of executive directors and have a prime role in appointing and, where necessary, removing senior management and in succession planning;

3.2.5 serve on the audit, nomination or remuneration committees of the Board and attend all committee meetings;

3.2.6 at all times comply with the Articles and memorandum of association of the Company;

3.2.7 abide by your fiduciary duties and all general duties imposed by law including those contained in the Companies Act 2006;

3.2.8 diligently perform your duties and use your best endeavours to promote, protect, develop and extend the business of the Company;

3.2.9 immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any other employee or director of the Company of which you become aware to the chairman; and

3.2.10 comply with the terms of the Model Code for transactions by directors of listed companies, a copy of which has already been supplied by the company secretary, and any code of practice issued by the Company from time to time relating to insider dealing.

3.3 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary in order to enable you to discharge your duties.

4. FEES

You will be paid a fee of £***** gross per annum with effect from ***** in equal instalments quarterly in arrears subject to an annual review by the board. In addition there may be awards of ordinary shares of the company, or options over ordinary shares, entirely at the discretion of the board. The Company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office.

5. INDEPENDENT LEGAL ADVICE

In some circumstances you may consider that you need professional advice in the furtherance of your duties as a director and it may be appropriate for you to seek advice from independent advisors at the Company's expense. A copy of the Board's agreed procedure under which directors may obtain such independent advice is available from the company secretary. The Company shall reimburse the full cost of expenditure incurred in accordance with its policy.

6. OUTSIDE INTERESTS

6.1 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the chairman and company secretary as soon as you become aware of them.

6.2 The Board has determined that you are independent according to the provisions of the Combined Code on Corporate Governance.

7. CONFIDENTIALITY

7.1 All information acquired during your appointment is confidential to the Company and should not be disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the chairman.

7.2 Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the chairman or company secretary.

8. DATA PROTECTION

By signing this letter you consent to:

8.1 the Company holding and processing information about you for legal, personal and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) including as appropriate:

8.1.1 information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work; or

8.1.2 information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

8.2 the Company making such information available to any of its group companies, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which you work;

8.3 the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

9. REVIEW PROCESS

The performance of individual directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the chairman as soon as you can.

10. INSURANCE

The Company has directors' and officers' liability insurance and it intends to maintain such cover for the full term of your appointment. The current indemnity limit is £*** million. A copy of the policy document is available from the company secretary.

11. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No person other than you and the Company shall have any rights under this letter and the terms of this letter shall not be enforceable by any person other than you and the Company.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours truly
Anglesey Mining plc

J F Kearney
Chairman

I agree to the above terms of appointment as a non-executive director.

Signed as a deed on

In the presence of