

**11<sup>th</sup> NLIU – JUSTICE R.K. TANKHA MEMORIAL INTERNATIONAL  
ARBITRATION MOOT, 2026**

**CASE RECORD**

IN THE MATTER OF ARBITRATION

BETWEEN

*AEROION TECHNOLOGIES LTD.*

*v.*

*EMPRESA DE NEGOCIOS EN RECURSOS EVAPORÍTICOS*

**27<sup>th</sup> March – 29<sup>th</sup> March 2026**

**ORGANISED BY:**

**MOOT COURT ASSOCIATION**

**NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL**

*In association with*

**THE OFFICE OF MR. VIVEK K. TANKHA**

**SENIOR ADVOCATE AND MEMBER OF PARLIAMENT, RAJYA SABHA**

## ACKNOWLEDGEMENT

This Case Record has been co-authored by *Mr. Anchit Oswal* and *Mr. Gaurav Sharma*.

Mr. Oswal is a Partner in the Dispute Resolution Practice at Khaitan & Co, NCR. An alumnus of the National Law Institute University, Bhopal, he brings with him extensive experience in advising and representing clients across a wide range of sectors. His practice spans multiple areas of law, and he regularly appears before courts, tribunals, and other adjudicatory forums. He advises on pre-litigation strategy, renders opinions on complex questions of law, and represents clients in contentious proceedings. Over the past decade, he has been involved in numerous complex civil, commercial, corporate, joint venture, and regulatory disputes before courts, specialised tribunals, and in domestic as well as international arbitrations.

Mr. Sharma is a 2017 alumnus of the National Law Institute University, Bhopal, and is currently a Principal Associate at Khaitan & Co, NCR. With a strong grounding in corporate law, he has built a distinguished practice at the firm, advising on and handling complex disputes and high-value advisory matters. During his time at NLIU, he played a key role in strengthening the university's moot culture. He served as Co-Convenor of the Moot Court Association in his final year and was instrumental in organising the second edition of the Tankha Moot Court Competition, contributing significantly to the development of moot activities at the institution.

The NLIU Moot Court Association sincerely thanks Mr. Pranjal Kushwaha for his work as a Research Assistant and for his diligence, professionalism, and creativity in contributing to the drafting of this Case.

We would like to extend our sincere gratitude and thanks to Mr. Vivek Tankha (*Member of Parliament, Rajya Sabha & Senior Advocate, Supreme Court of India*), Mr. Varun Tankha (*Partner, VSA Legal*), Mr. Vivekananda Neelakantan (*Registrar, SLAC*) and Mr. Prashant Mishra (*Advocate, Supreme Court of India*) for their constant support and guidance for the successful organisation of this Moot.

***Note: Teams are prohibited from contacting the aforementioned persons in relation to this Competition directly or indirectly. The Administrators reserve the right to take any appropriate action, including disqualification and/or blacklisting the participating institution and/or the members found engaging in such conduct.***



### PREVIEW OF THE CASE RECORD

The global transition toward renewable energy and the electrification of transport has precipitated a frenetic demand for lithium, a critical mineral often termed as the *White Gold*. This demand has elevated the strategic importance of the *Lithium Triangle* in South America, a region hosting the majority of the world’s brine-based lithium resources. Within this landscape lies the Republic of Bolana, a landlocked nation whose economic future is inextricably tethered to the successful industrialization of the Salar Sagrado. Furthermore, as active participants in the global economy, both Bolana and the counter-party’s home state of Singapore are contracting states to the United Nations Convention on Contracts for the International Sale of Goods (“CISG”).

The Republic of Bolana, a **civil law jurisdiction with a Civil Code modelled on the Napoleonic tradition that strictly prohibits ‘potestative conditions’**, possesses a geological asset of staggering potential. The *Salar Sagrado* (“Divine Salt Flat”), spanning over 10,000 square kilometres, represents the world’s largest contiguous salt flat and contains approximately ~28-35% of the planet’s known lithium reserves in the form of subsurface brine. However, the sheer volume of the resource belies a fundamental metallurgic challenge that has stifled Bolana’s development for decades. Unlike the renowned Salar de Atacama in neighbouring Cleo, which is favoured with high lithium concentrations and low impurity levels, the Salar Sagrado is chemically hostile. It is characterized by high concentrations of magnesium, a divalent ion that mimics the chemical behaviour of lithium, thereby complicating extraction processes and rendering conventional solar evaporation economically unviable.

For years, Bolana stood by as its neighbours reaped the benefits of the lithium boom. In response, the government leased the Salt Flat for a period of fifty years to ENRE, a private entity incorporated under Bolanese law in 2010, granting it exclusive rights to manage and industrialize the evaporitic resources of the Salar. In 2018, seeking to break the technological deadlock, ENRE issued an international tender that led to the partnership with AeroIon, a Singapore-based firm specializing in Direct Lithium Extraction (“DLE”). AeroIon promised a technological panacea: a proprietary Ion-Sieve Nanofiltration (“ISN”) system capable of processing high-magnesium brines that would choke standard refineries. The collapse of this partnership in 2025, following a catastrophic plant failure and a subsequent government decree revoking the extraction license, has plunged the parties into a high-stakes legal battle.



The Tribunal is now seized with a dispute that layers complex procedural hurdles over high-value commercial claims. The inquiry begins with a challenge to the Tribunal’s own authority, requiring a determination on the validity of the dispute resolution clause. The Tribunal must scrutinize whether a unilateral option to arbitrate constitutes an invalid potestative condition under the *French-derived laws* of Bolana, and further, whether the mandatory pre-arbitral negotiations were genuinely exhausted or if the failure to strictly comply with these conditions precedent precludes the invocation of arbitration entirely.

Beyond jurisdiction, the proceedings are shadowed by a novel evidentiary crisis involving cyber-espionage. The Tribunal must grapple with the admissibility of the “LithiumLeaks”, critical internal documents obtained via a hack in which the presenting party is alleged to have been complicit. This raises a fundamental question of international arbitration policy: whether the search for material truth can override the doctrine of clean hands, or if the fruit of the poisonous tree must be excluded regardless of its probative value.

On the merits, the dispute centres on the application of the CISG to the "White Gold" itself. The core conflict demands an analysis of Article 35, determining whether the brine supplied constituted a fundamental breach of the express contractual description, or if the failure lay in the implied warranty of fitness for a particular purpose, specifically, the experimental technology’s inability to process the magnesium “slugs”. Finally, the Tribunal must adjudicate the allocation of ultimate risk by examining the invocation of Force Majeure. The arbitrators must decide if the government decree shutting down the mine was a true “Act of God”, or a self-induced regulatory backlash triggered by the operator's own negligence, thereby barring reliance on the exemption.



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**By email and courier**

**To:**

The Registrar,  
Singapore International Arbitration Centre  
28 Maxwell Road #03-01 Maxwell Chambers Suites,  
Singapore 069120



**To:**

Empresa de Negocios en Recursos Evaporíticos  
Av. Libertador 400, Piso 5  
Dampoli, Republic of Bolana

**Date:** 15 July, 2025

**Notice of Arbitration**

**(Under Rule 6 of the SIAC Rules, 2025)**

**Reference:** Notice of Arbitration pursuant to Rule 6 of the SIAC Rules (2025) in accordance with Article 22.3 of the Master Brine Supply Agreement.

**A. THE PARTIES**

1. **The Claimant: AeroIon Technologies Ltd. (“AeroIon”)** is a private limited company incorporated under the laws of Singapore in 2015. AeroIon is a global leader in advanced



hydrometallurgy, specifically Direct Lithium Extraction (“DLE”). The Claimant holds multiple patents for proprietary Ion-Sieve Nanofiltration (“ISN”) technology, which utilizes advanced lithium-manganese-oxide (“LMO”) sorbents housed within ceramic membranes to process complex brine resources.

**Address:** 10 Science Park Road, The Alpha, Singapore 117684. Legal Representation: Mr. Jon Snow, House Starks.

2. **The Respondent: Empresa de Negocios en Recursos Evaporíticos (“ENRE”)** is a private entity registered under the laws of the Republic of Bolana (Reg. No. 2010/554). Established in 2010, ENRE holds a 50-year exclusive lease granted by the State of Bolana to manage, exploit, and industrialize the evaporitic resources of the *Salar Sagrado*.

**Address:** Av. Libertador 400, Piso 5, Dampoli, Republic of Bolana.

## B. FACTUAL BACKGROUND

3. The Salar Sagrado, located in the high-altitude plateau of the Republic of Bolana, is the world’s largest contiguous salt flat. While it contains vast lithium reserves, the resource is characterized by “metallurgical hostility”. Specifically, the brine possesses a high concentration of magnesium ( $Mg^{2+}$ ) relative to lithium ( $Li^+$ ). This unique geochemical profile has historically rendered the resource unviable for conventional solar evaporation, which fails due to co-precipitation at Magnesium-to-Lithium (Mg/Li) ratios exceeding 6:1.
4. In 2018, seeking to unlock this strategic asset, the Respondent issued an international tender for the “Industrialization of the Salar de Sagrado”. The Claimant was selected as the exclusive technological partner based on its proprietary ISN technology. The Claimant’s technology was specifically designed and marketed to process brines with Mg/Li ratios of up to 20:1 with a 90% recovery rate, a capability the Respondent expressly relied upon when entering the partnership.
5. On 22 January 2021, the Parties executed the Master Brine Supply Agreement (“MBSA”) in Dampoli, Bolana (referenced herein as **Exhibit C1**). Under this agreement, the Claimant committed to constructing the “Sagrado Plant” a state-of-the-art facility requiring a direct



capital investment of USD 450,000,000, at its sole cost. In exchange, the Respondent obligated itself to supply “Industrial Grade Brine” for a period of 20 years.

6. Critical to the technical viability of the project, Article 6.2 of the MBSA (“Quality Specifications”) defined “Industrial Grade Brine” with strict chemical parameters. Specifically, the contract imposed an approximate Magnesium-to-Lithium (Mg/Li) Ratio of 19:1. This specification was not arbitrary; it served as the “safe zone” operational limit for the Claimant’s ceramic membranes.
7. Furthermore, Article 6.3 of the MBSA required the Respondent to use “commercially reasonable efforts to blend the Product to maintain homogeneity,” ensuring that the Claimant’s sensitive filtration equipment would not be subjected to extreme chemical variances or shocks.
8. The Sagrado Plant was commissioned in June 2023. For 18 months, the project was a commercial success. The Respondent supplied brine from the “Southern Sector” (Wells S-1 to S-10), which possessed an average Mg/Li ratio of 17.8:1, fully compliant with the standard as per the MBSA. During this period, the Claimant achieved recovery rates of 88%, validating the efficacy of the ISN technology.
9. However, the operational landscape shifted dramatically following the Bolanan general elections in late 2024. A new administration took power on the platform “Nuestro Salar, Nuestro Futuro” (“Our Salt Flat, Our Future”). On 12 November 2024, the new President issued Decree 4999, declaring lithium a “Strategic Resource of National Security”.
10. The Decree mandated that all “highest grade” lithium resources, specifically the low-magnesium Southern Sector utilized by the Claimant, must be reserved for projects with at least 51% State participation. Consequently, in January 2025, the Respondent notified the Claimant that the Southern Sector supply would be reclaimed for a state pilot project and directed that future supply would be sourced from the **“Northern Reserve”**.
11. The Claimant immediately raised technical objections to this directive, citing historical geological surveys indicating that the Northern Reserve contained “pockets of extreme





magnesium concentration” exceeding the 19:1 contractual limit (referenced herein as **Exhibit C2**).

12. In response, the Respondent issued a formal Assurance Letter on **2 February 2025** (referenced herein as **Exhibit C3**). In this letter, the Respondent’s Chief Technical Officer explicitly represented that: *“We have performed extensive bore-hole analysis. The Northern Reserve complies with all MBSA specifications, including the Mg/Li ratio cap of 19:1. Any variations are within standard industrial tolerances.”*
13. Relying entirely on the Respondent’s specialized geological knowledge and these written representations, as well as the Respondent’s status as the sovereign manager of the resource, the Claimant accepted the switch to the Northern Reserve. The switchover was executed on **1 March 2025**.
14. Almost immediately following the switch, the Sagrado Plant’s telemetry systems began registering severe anomalies. Trans-Membrane Pressure (“TMP”) differentials spiked erratically, indicating rapid fouling. By 1 April 2025, lithium recovery rates had collapsed from 88% to 12%.
15. On 15 April 2025, the facility suffered a catastrophic failure event, colloquially termed the **“Magnesium Wall”**. Forty percent of the ceramic membrane banks suffered physical rupture, shattering from the inside out and releasing toxic slurry into the containment bunds.
16. Subsequent forensic analysis by Global ChemStruct Engineers (referenced herein as **Exhibit C4**) revealed that the brine supplied by the Respondent was fundamentally non-conforming. While the Respondent claimed an “average” Mg/Li ratio of 24.5:1 (which itself constitutes a breach of the 19:1 limit), the supply actually contained intermittent “slugs” or spikes with ratios exceeding 40:1.
17. These extreme spikes were chemically incompatible with the Claimant’s patented process. The interaction between the 40:1 magnesium slugs and the ammonium buffer ( $\text{NH}_4^+$ ) utilized in the Claimant’s ISN process triggered the rapid precipitation of Struvite



( $\text{MgNH}_4\text{PO}_4 \cdot 6\text{H}_2\text{O}$ ) within the nanopores of the ceramic membranes. The crystallization pressure exerted by the Struvite exceeded 50 MPa, causing the physical destruction of the plant's core infrastructure.

18. Furthermore, internal documents obtained by the Claimant (the “Project Void Assessment”, referenced herein as **Exhibit C5**) reveal that the Respondent was fully aware of the 40:1 concentrations in the Northern Reserve. The Respondent engaged in a deceptive practice of “blending” these toxic slugs with diluted water to achieve a mathematical average that appeared closer to the specification, while concealing the destructive variance that made the brine unfit for any industrial purpose.
19. Following the membrane rupture, a minor leakage of tailing fluids occurred within the facility's containment zone. This leakage was classified as “Tier 1” (minor severity) under standard mining regulations.
20. Despite the minor nature of the incident, on 20 April 2025, the Bolanan Ministry of Mines issued Decree 774, ordering the immediate and permanent revocation of the Respondent's extraction license for the Northern Reserve, citing “uncontrolled leakage” and environmental risk.
21. The Respondent immediately declared Force Majeure under Article 25 of the MBSA, suspending all supply (referenced herein as **Exhibit C9**). The Claimant submits that this declaration is invalid and constitutes a breach of the MBSA because the “Government Act” (Decree 774) was triggered by the leakage, which was itself caused by the Respondent's supply of non-conforming, destructive brine.

### C. JURISDICTION AND ADMISSIBILITY

22. The Tribunal has jurisdiction pursuant to Article 22.3 of the MBSA. This clause grants the Claimant the exclusive option to refer disputes to arbitration under the SIAC Rules.
23. Clause 22.3(a) requires a meeting of Chief Technical Officers (“CTOs”). The Claimant attempted to convene this meeting in Singapore on 10 June 2025. While the Claimant's



CTO was unable to attend due to force majeure (visa restrictions), the Claimant sent duly authorized representatives. The Respondent attended but refused to negotiate in good faith, frustrating the condition precedent. The Claimant submits that the condition has been constructively satisfied or waived by the Respondent's conduct. (referenced herein as **Exhibits C6-C8**)

24. **Admissibility of Evidence:** The Claimant relies on documents known as the “LithiumLeaks” (including **Exhibit C5**). The Claimant asserts that the Crime-Fraud Exception applies to these documents. As they reveal a deliberate fraudulent scheme by the Respondent to conceal the toxicity of the brine and mislead the Claimant regarding the safety of the Northern Reserve, no privilege can attach to them.

#### **D. LEGAL GROUNDS AND RELIEF SOUGHT**

25. **Count 1:** Breach of Express Contractual Description (Art. 35(1) CISG). The Respondent breached Article 6.2 of the MBSA by supplying brine that failed to meet the approximate Mg/Li ratio of 19:1. The supply of brine with an average of 24.5:1 and spikes of 40:1 constitutes a failure to deliver goods of the description required by the contract.
26. **Count 2:** Breach of Fitness for Particular Purpose (Art. 35(2)(b) CISG). The Respondent knew the particular purpose of the goods (use in the Claimant's ISN plant) and knew that the 19:1 limit was a proxy for the plant's chemical tolerance. By supplying brine with 40:1 spikes, the Respondent breached the implied warranty of fitness. The Claimant reasonably relied on the Respondent's skill and judgment as the sovereign manager of the Salar Sagrado.
27. **Count 3:** Invalid Termination / Force Majeure. The Respondent is precluded from relying on Force Majeure under Article 25.1 of the MBSA because the claimed impediment (Decree 774) was “self-induced” by the Respondent's own wilful misconduct. Decree 774 explicitly cites the “**unsustainable diversion of freshwater resources**” from the Northern Aquifer as a primary ground for the revocation of the license. This regulatory intervention **relied upon findings of** the Respondent's unauthorized and aggressive diversion of freshwater to 'blend' the non-conforming brine, a desperate measure



undertaken to conceal the toxicity of the Northern Reserve. As the Government Act was precipitated by the Respondent's own unsustainable resource management, it fails the definition of Force Majeure under Article 25.1.

### E. STATEMENT OF RELIEF

28. Accordingly, the Claimant requests the Tribunal to:

1. **Declare** that the Tribunal has jurisdiction over the dispute;
2. **Declare** that the Respondent is in fundamental breach of the MBSA;
3. **Order** the Respondent to pay damages in the amount of **USD 650,000,000**, representing the sunk capital costs of the Sagrado Plant and lost profits;
4. **Dismiss** the Respondent's declaration of Force Majeure;
5. **Order** the Respondent to pay all costs of the arbitration.

[Signed]

Mr. Jon Snow

#### Enclosed:

1. Claimant's Exhibits.



**MASTER BRINE SUPPLY AGREEMENT**

*Dampoli, 22 January 2021*

**Between**

**Empresa de Negocios en Recursos Evaporíticos (“Seller” or “ENRE”)**

∅

**AeroIon Technologies Ltd. (“Buyer” or “AeroIon”)**

*(Preamble omitted)*

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**ARTICLE 6: QUALITY SPECIFICATIONS**

**6.1 Product Grade.** The Seller shall supply Lithium-Rich Brine (“Product”) extracted from the Salar Sagrado that conforms to the specifications set forth in this Article (“Quality Specifications”).

**6.2 Chemical Composition.** The Product supplied shall meet the following chemical parameters:

- a. Lithium Concentration: Minimum 800 mg/L.
- b. Magnesium-to-Lithium (Mg/Li) Ratio: Approximately 19:1.
- c. Sulfate Concentration: Maximum 15,000 mg/L.
- d. Total Dissolved Solids (TDS): Range of 300-350 g/L.

**6.3 Consistency.** The Seller acknowledges that the Buyer’s processing technology requires a consistent feed chemistry. The Seller shall use commercially reasonable efforts to blend the Product to maintain homogeneity, consistent with standard mining industry practices in the region.

\*\*\*\*\*



## ARTICLE 8: SAMPLING AND TESTING

**8.1 Point of Compliance.** Quality compliance shall be measured at the Inlet Valve of the Buyer's facility ("Point of Delivery").

**8.2 Sampling Methodology.** Compliance with the specifications in Article 6.2 shall be verified exclusively via a Composite Daily Sample.

- a. A "Composite Daily Sample" shall consist of aliquot samples taken automatically every hour over a 24-hour operating period, combined into a single homogenized vessel for analysis.
- b. The Parties expressly agree that the results of the Composite Daily Sample shall be the sole and exclusive evidence admissible to determine conformity. The Buyer hereby waives any right to rely on instantaneous flow data, real-time telemetry, or spot-sampling to allege non-conformity.

**8.3 Rejection of Non-Conforming Product.** The Buyer may reject any shipment if the Composite Daily Sample fails to meet the Quality Specifications.

\*\*\*\*\*

## ARTICLE 22: DISPUTE RESOLUTION

**22.1 Governing Law.** This Agreement, including its interpretation and validity, shall be governed by the substantive laws of the Republic of Bolana.

**22.2 Amicable Settlement.** In the event of a dispute, the Parties shall refer the matter to their respective Chief Technical Officers (CTOs) for negotiation. The CTOs shall meet in person in Singapore within 30 days of a Notice of Dispute.

**22.3 Dispute Resolution Mechanism.**

(a) Default Jurisdiction: Subject to sub-clause (b), the **Courts of Singapore** shall have exclusive jurisdiction to settle any dispute arising out of this Agreement. The Seller irrevocably submits to the Singapore courts and waives any objection to this forum..



(b) Notwithstanding Article 22.3(a), the Buyer (AeroIon) shall have the exclusive option to refer any dispute to arbitration.

(c) If the Buyer elects arbitration, the dispute shall be finally resolved by arbitration administered by the SIAC in Singapore.

(d) The Arbitration Agreement set forth in this Clause 22.3 shall be treated as an agreement independent of this Agreement.

(e) Exercise The Buyer may exercise this option by filing a Notice of Arbitration at any time, including after the commencement of proceedings by the Seller, provided that the Buyer has not taken any step in those proceedings to submit a statement on merits.

\*\*\*\*\*

## ARTICLE 25: FORCE MAJEURE

**25.1 Definition.** “Force Majeure” means any event beyond the reasonable control of a Party, which prevents that Party from performing its obligations, including but not limited to: earthquakes, floods, acts of war, and Government Acts, provided such Government Act was not caused by the negligence or wilful misconduct of the claiming Party.

**25.2 Effect of Force Majeure.** If a Force Majeure event prevents the Seller from delivering the Product, the Seller’s obligation to supply shall be suspended for the duration of the event. If the event continues for more than 60 days, either Party may terminate this Agreement without liability.



**INTERNAL AEROION EMAIL**

**From:** Dr. Aris Thorne (CTO)

**To:** Operations Team

**Date:** 15 January 2025

**Subject:** CONCERNS: Northern Reserve Switch

*Team,*

I am deeply concerned about the government's directive to switch our feed to the Northern Reserve. Historical data suggests this sector has pockets of extreme Mg concentration.

Our ceramic membranes are highly sensitive to thermal shock and, more importantly, crystallization pressure. If we hit a pocket of ~40:1 or higher, we risk struvite formation inside the pore structures.

I have drafted a letter to ENRE. We need a guarantee of homogeneity. If they cannot blend this down to a consistent <19:1, we are risking the asset.

Best

Aris.





**LETTER OF ASSURANCE**

ENRE - Empresa de Negocios en Recursos Evaporíticos

Office of the Chief Technical Officer Av. Libertador 400, Dampoli, Republic of Bolana

Date: 2 February 2025

To: Dr. Aris Thorne Chief Technical Officer AeroIon Technologies Ltd. Singapore

Re: Quality Assurance for Northern Reserve Brine Supply

*Dear Dr. Thorne,*

We acknowledge receipt of your technical query dated 25 January 2025 regarding the upcoming transition of supply from the Southern Sector to the Northern Reserve, as mandated by Presidential Decree 4999.

We understand your concerns regarding historical geological surveys of the Northern region. However, we wish to provide you with the following formal assurances:

We have performed extensive bore-hole analysis on the Northern Reserve active quadrants.

We confirm that the brine chemistry complies with the MBSA Annex A specifications, including the Magnesium-to-Lithium (Mg/Li) cap of 19:1.

Any variations observed in the raw feed are within standard industrial tolerances and will be homogenized via our central blending manifold prior to delivery at the intake valve.

We are confident that the Northern Reserve supply will support the continued optimal operation of the Sagrado Plant.

Sincerely,

*(Signed)*

Dr. Elena Vasquez

Chief Technical Officer

Empresa de Negocios en Recursos Evaporíticos



## FORENSIC ENGINEERING REPORT

**Prepared By:** Global ChemStruct Engineers

**Date:** 20 April 2025

**Subject:** Root Cause Analysis of “Magnesium Wall” Failure at Sagrado Plant

### 1. Executive Summary

On 15 April 2025, the AeroIon Sagrado Plant suffered a catastrophic failure of its membrane filtration banks. This report analyzes the telemetry and chemical data to determine the cause.

### 2. Telemetry Analysis

Review of the plant's SCADA logs from 1 March 2025 to 15 April 2025 reveals the following:

- **15 March 2025 (04:00 - 08:00):** Trans-Membrane Pressure (TMP) spiked from a nominal 15 bar to 55 bar.
- **15 March 2025 (08:30):** Rupture discs on Membrane Banks A and B triggered.

### 3. Chemical Analysis of Feedstock

While the monthly average Mg/Li ratio reported by ENRE was 24.5:1, continuous flow sampling reveals extreme volatility.

- **Baseline Flow:** ~22:1 ratio.
- **Intermittent “Slugs”:** Discrete volumes of brine lasting 4-6 hours were detected with Mg/Li ratios exceeding **40:1**.

### 4. Failure Mechanism: Struvite Crystallization

The failure was caused by the interaction between the high-magnesium “slugs” and the ammonium-based elution buffer used in the ISN process.

- **Reaction:**  $\text{Mg}^{2+} + \text{NH}_4^+ + \text{PO}_4^{3-} + 6\text{H}_2\text{O} \rightarrow \text{MgNH}_4\text{PO}_4 \cdot 6\text{H}_2\text{O}$  (Struvite).
- **Impact:** Rapid crystallization occurred within the nanopores of the ceramic membranes. The crystal growth exerted expansive forces exceeding **50 MPa**.
- **Conclusion:** The ceramic membranes did not fail due to wear or defect; they were shattered from the inside out by crystallization pressure caused by the feed brine's non-conformity.



**INTERNAL ENRE MEMO: “PROJECT VOID”**

**Date:** 10 January 2025

**From:** Head of Geology

**To:** CEO, ENRE

**Classification:** INTERNAL / CONFIDENTIAL

**Subject:** Northern Reserve Assessment

The Northern Reserve is challenging. Our latest boreholes show spikes of Mg/Li ratios reaching 40:1 in several sectors.

However, our simulation models suggest that if we utilize the central mixing manifold aggressively, we can achieve a blended average of roughly 24:1. To achieve this dilution, we will need to divert approximately 50,000 litres of freshwater per day from the Northern Aquifer utilizing the dormant agricultural pumping permits acquired in 2012 into the mixing manifold. This is high, but theoretically within the limits of modern Chinese solvent extraction tech.

We must assume AeroIon’s “Holy Grail” technology can handle this variance. They have consistently claimed to be superior to standard industry tech. If we blend, the average should hold.



CLAIMANT'S EXHIBIT C6

**CORRESPONDENCE RE: FAILED CTO MEETING**

**Email 1 From:** Legal Counsel, AeroIon **To:** Legal Dept, ENRE

**Date:** 5 June 2025

**Subject:** CTO Meeting - Visa Issues

*Dear Colleagues,*

We write regarding the mandatory CTO meeting scheduled for 10 June 2024 in Singapore under Article 22.1. Due to unforeseen visa processing delays at the Singaporean Consulate (see attached Affidavit, Ex. C10), our CTO, Dr. Aris Thorne, cannot enter the country in time. To avoid delay, we propose proceeding with the meeting.

We have authorized our General Counsel and our Technical Director (who holds full proxy for the CTO) to attend and negotiate a settlement.



CLAIMANT'S EXHIBIT C7

**Email 2 From:** Legal Dept, ENRE **To:** Legal Counsel, AeroIon

**Date:** 6 June 2025

**Subject:** RE: CTO Meeting - Visa Issues

We note your correspondence. Article 22.1 is explicit. The meeting must be between Chief Technical Officers in person. We do not accept your proposed substitution. Our CTO, Dr. Vasquez, will attend the venue at the scheduled time to note the default of your CTO.

We have no mandate to negotiate with legal counsel or proxies on technical disputes.



**Minutes of Meeting (Excerpt) Date:** 10 June 2025

**Location:** Maxwell Chambers, Singapore

- **10:00 AM:** Meeting commenced.
- **10:05 AM:** ENRE representatives noted the absence of Dr. Thorne. AeroIon representatives attempted to table the settlement agenda.
- **10:06 AM:** ENRE representatives stated the condition precedent was not met and closed the meeting.
- **10:10 AM:** Meeting adjourned.



## NOTICE OF TERMINATION DUE TO FORCE MAJEURE

**Date:** 1 July 2025

**To:** Empresa de Negocios en Recursos Evaporíticos (ENRE)

### NOTICE OF TERMINATION

Reference is made to the Master Brine Supply Agreement (MBSA).

1. On 20 April 2025, the Ministry of Mines issued Decree 774, ordering the permanent cessation of extraction activities at the Northern Reserve.
2. This Government Act constitutes a Force Majeure event under Article 25.1 of the MBSA.
3. Performance under the Agreement has been suspended since the issuance of the Decree, a period exceeding 60 days.
4. Accordingly, pursuant to our right under Article 25.2, AeroIon Technologies Ltd. hereby terminates the MBSA effective immediately, without liability.

*(Signed)*

**AeroIon Legal Department**



Ms. Daenerys Targaryen  
House of Targaryens (Bolana)  
Av. 6 de Agosto, Edificio Los Andes, Piso 12  
Dampoli, Republic of Bolana  
Tel.: +591-8949670731  
Email: d.targaryen@hotmail.com

**By email and courier**

To:  
The Registrar,  
Singapore International Arbitration Centre  
28 Maxwell Road #03-01  
Maxwell Chambers Suites,  
Singapore 069120

Copy to:  
AeroIon Technologies Ltd. (“Claimant”)  
10 Science Park Road, #02-15 The Alpha  
Singapore 117684

Ref: ENRE/ARB/2025-011

**Date:** 15 August 2025

**RESPONSE TO THE NOTICE OF ARBITRATION**

**(Under Rule 7 of the SIAC Rules, 2025)**

**IN THE MATTER OF ARBITRATION BETWEEN:**

AeroIon Technologies Ltd.

(“Claimant” or “AeroIon”)

*versus*

Empresa de Negocios en Recursos Evaporíticos

(“Respondent” or “ENRE”)





## I. INTRODUCTION AND PRELIMINARY STATEMENT

1. Empresa de Negocios en Recursos Evaporíticos (“ENRE” or “Respondent”) submits this Response to the Notice of Arbitration filed by AeroIon Technologies Ltd. (“AeroIon” or “Claimant”).
2. The Claimant attempts to portray this dispute as a case of sovereign overreach and resource nationalism. This narrative is a fabrication designed to mask the Claimant’s own commercial and technological failures. The reality is that the Claimant is the author of its own misfortune. This dispute arises solely from the catastrophic failure of the Claimant’s experimental, proprietary “Black Box” technology, technology it expressly marketed as “invincible” and “robust” to process brine within standard industrial tolerances.
3. More gravely, the Claimant approaches this Tribunal with unclean hands. The evidentiary foundation of the Claimant’s case relies entirely on documents stolen from the Respondent’s sovereign servers via a criminal cyber-attack (“LithiumLeaks”). Forensic evidence now links this attack to a bounty solicited and paid for by the Claimant itself. This Tribunal cannot permit its process to be used to launder the fruits of cyber-espionage.
4. Accordingly, the Respondent denies all claims and raises fatal objections to the jurisdiction of this Tribunal and the admissibility of the Claimant’s evidence.

## II. FACTUAL BACKGROUND: THE RESPONDENT’S PERSPECTIVE

### A. The “Black Box” Representations

5. During the negotiation of the Master Brine Supply Agreement (“MBSA”) in late 2020, the Respondent specifically inquired about the sensitivity of the Claimant’s Ion-Sieve Nanofiltration (“ISN”) technology to impurities, specifically magnesium.
6. The Claimant refused to provide technical specifications, citing “Trade Secrets.” Instead, the Claimant’s Chief Technical Officer, Dr. Aris Thorne, expressly represented that the



ISN system was a “Black Box” capable of processing “any impurity profile” found in the Lithium Triangle (**Exhibit R1**).

7. The Claimant marketed its technology as the “Holy Grail,” promising that it did not require the extensive pre-treatment or strict homogeneity required by traditional solar evaporation. The Respondent relied on these representations when agreeing to the supply parameters.

## B. The Northern Reserve and Industrial Realities

8. Following the enactment of Presidential Decree 4999 in November 2024, which declared lithium a “Strategic Resource,” the Respondent lawfully directed the Claimant to the Northern Reserve.
9. Contrary to the Claimant’s allegations of fraud, the Respondent exercised “commercially reasonable efforts” to blend the brine as required by Article 6.3 of the MBSA. The Respondent utilized a central mixing manifold to dilute the raw feed with freshwater, achieving a Time-Weighted Average (TWA) Mg/Li ratio of **24.5:1** over the operational month of March 2025.
10. While this average marginally exceeded the 19:1 target, it remained well within the processing capabilities of standard Direct Lithium Extraction (“DLE”) technologies, which routinely handle ratios of up to 40:1 (referenced herein as **Exhibit R2**). The transient spikes (or “slugs”) identified by the Claimant are characteristic of all brine aquifers and are defects that a “robust” system, as promised by the Claimant should have weathered.
11. The “Magnesium Wall” failure on 15 April 2025 was not caused by the brine, but by the Claimant’s undisclosed use of an Ammonium-Based Elution Buffer. This chemical choice is uniquely intolerant to magnesium, creating an immediate reaction (Struvite precipitation) that standard industry technologies do not suffer from.
12. By keeping its chemical process a secret and assuring the Respondent of “robustness,” the Claimant assumed the risk of any chemical incompatibility.



13. When the Claimant’s membrane banks ruptured, they did not merely stop working; they exploded, releasing over 15,000 litres of ammonium-laced slurry into the unlined containment zone. This toxic discharge began seeping into the local water table.
14. It was this pollution event which was caused by the Claimant’s equipment failure that necessitated Ministry Decree 774 on 20 April 2025. The Decree was a necessary police action to prevent environmental catastrophe.

### III. JURISDICTIONAL OBJECTIONS

15. On 15 May 2025, AeroIon filed a Writ of Summons in the Singapore High Court seeking urgent access to technical data from ENRE. On 1 June 2025, after service of the Writ, AeroIon filed a summons application for specific production of ENRE’s blending logs to prove breach of contract. ENRE provided the logs on 10 June. Five days later, AeroIon discontinued the court action and filed the Notice of Arbitration.
16. On 1 June 2025, the Claimant filed a Summons for Interrogatories (Summons No. HC/SUM 450/2025) seeking the production of the Respondent’s blending logs and flow rate data (**Exhibit R3**).
17. By utilizing the coercive discovery powers of the State Court to gather evidence regarding the breach (a merits issue), the Claimant affirmatively elected the court’s jurisdiction. A party cannot “ride two horses.” Under Singapore law, taking a step in the proceedings that manifests a desire to resolve the dispute on its merits constitutes a waiver of the arbitration agreement. The Claimant’s subsequent discontinuance on 15 June 2025 does not cure this waiver; the bell cannot be un-rung.
18. Furthermore, Article 22.2 of the MBSA acts as a mandatory multi-tiered dispute resolution clause. It explicitly requires that: *“The Parties shall refer the matter to their respective Chief Technical Officers (CTOs)... [who] shall meet in person.”*
19. On 10 June 2025, the Claimant failed to send its CTO, Dr. Aris Thorne. Instead, it sent its General Counsel and a commercial manager.



20. The Respondent’s CTO, Dr. Elena Vasquez, attended the meeting but rightly refused to negotiate complex engineering disputes with legal counsel (**Exhibit R4**). By substituting a lawyer for an engineer, the Claimant frustrated the purpose of the clause. As the condition precedent remains unfulfilled, the right to arbitrate has not accrued, and this Tribunal lacks jurisdiction *ratione temporis*.
21. Furthermore, the Unilateral Option Clause (Article 22.3(b)) is void as a *potestative condition* imposed under conditions of gross inequality. While ENRE is the resource manager, the Salar Sagrado’s “metallurgical hostility” rendered the asset economically valueless without specific, advanced processing capabilities. The Claimant, holding the exclusive patent for the “Holy Grail” ISN technology at the time of the contract, possessed a technological monopoly that effectively eliminated ENRE’s bargaining power. The Claimant leveraged this “Black Box” exclusivity to impose asymmetric dispute resolution terms on a take-it-or-leave-it basis. Under Bolanan law, a contractual term that makes the obligation to arbitrate depend solely on the will of the party holding dominant power is a prohibited *potestative condition*. Therefore, this non-negotiated clause is void, and the default mutual jurisdiction of the Singapore Courts must prevail.

#### IV. ADMISSIBILITY OBJECTIONS

22. The Claimant’s case rests on **Exhibit C5**, a document obtained via the “LithiumLeaks” hack. The Respondent has obtained a cyber-forensic report from ChainTrace Analytics (**Exhibit R5**).
23. This report confirms that on 15 March 2025, a user handle linked to the Claimant’s Director of Intelligence (“IonIntel”) posted a bounty on the Dark Web forum ‘Dread’, offering USD 500,000 for “verified internal data regarding ENRE’s brine reservoir.” A payment of 12.5 BTC was made from a wallet controlled by the Claimant to the hackers exactly 24 hours after the leak occurred.
24. Furthermore, Exhibit C5 was an attachment to a privileged legal strategy email. The Claimant’s possession of it violates Attorney-Client Privilege, which is absolute.

#### V. DEFENSE ON THE MERITS



**A. Count 1: No Fundamental Breach of Contract**

25. The MBSA specifies “Industrial Grade Brine.” In the mining industry, chemical specifications are measured by averages over volume, not instantaneous perfection.
26. The Respondent admits that the Northern Reserve is chemically volatile. However, through blending, the Respondent achieved an average Mg/Li ratio of 24.5:1. While this is a deviation from the 19:1 target, under Article 35 of the CISG (and Bolanan contract law), a deviation is only a fundamental breach if it deprives the party of what they were “substantially entitled to expect.”
27. The Claimant was entitled to expect brine that could be processed by a competent DLE plant. The failure of the Claimant’s plant to handle a 24.5:1 ratio (or transient spikes) indicates a failure of the machine, not the raw material.

**B. Count 2: The “Black Box” Estoppel (Fitness for Purpose)**

28. AeroIon did not disclose that its technology used ammonium-buffers sensitive to magnesium. Instead, it represented the technology as a “Black Box” that was chemically robust (referenced herein as **Exhibit R1**).
29. Because the Claimant withheld the critical constraints of its technology, the Respondent could not possibly ensure the brine was fit for that specific, secret purpose. The Claimant is estopped from alleging unfitness when it refused to disclose the parameters of fitness.

**C. Count 3: Validity of Force Majeure**

30. The Claimant argues the Force Majeure (Decree 774) was “self-induced” by ENRE because the Decree references aquifer depletion (referenced herein as **Exhibit R6**). This is a mischaracterization of causation.



31. While the Decree notes long-term concerns regarding water usage (which the Respondent maintains was necessary for the blending required by Article 6.3), the precipitating event that triggered the immediate emergency revocation was the Claimant’s catastrophic containment failure.
32. But for the Claimant’s negligent release of toxic ammonium slurry into the environment, the Ministry would not have intervened with a shutdown order on 20 April 2025. The Claimant’s operational failure invited the regulatory scrutiny that led to the revocation.
33. The Claimant’s negligence constitutes a novus actus interveniens (intervening act). The Respondent cannot be held liable for a Force Majeure event that, while involving complex regulatory factors, was ultimately detonated by the Claimant’s inability to contain its own toxic chemicals.

## VI. STATEMENT OF RELIEF

24. The Respondent requests the Tribunal to:

1. **DECLARE** that the Tribunal lacks jurisdiction to hear this dispute due to the Claimant’s waiver of the arbitration agreement and failure to fulfill the mandatory condition precedent;
2. **DECLARE** that all evidence obtained via the “LithiumLeaks” (including Exhibit C5) is inadmissible and must be struck from the record;
3. **DISMISS** all of the Claimant’s claims for damages;
4. **DECLARE** that the Respondent validly terminated the MBSA pursuant to Article 25 (Force Majeure); and
5. **ORDER** the Claimant to pay all costs of this arbitration, including the Respondent’s legal fees, on an indemnity basis.

[Signed]

Ms. Daenerys Targaryen  
Counsel for Respondent

### Enclosed:

#### 1. Respondent’s Exhibits



**EMAIL CORRESPONDENCE: THE “BLACK BOX” ASSURANCE**

**From:** Dr. Aris Thorne (CTO, AeroIon Technologies)

**To:** Dr. Elena Vasquez (CTO, ENRE)

**Date:** 10 December 2020

**Subject:** RE: Technical Query - Feedstock Impurity Tolerances

Dear Elena,

I have reviewed your team's request for the specific chemical sensitivity profiles of our ceramic membranes, particularly regarding magnesium thresholds and pH buffer stability.

I must respectfully decline to provide the detailed “Pore Structure Schematics” and “Elution Buffer Composition” you requested. As you can appreciate, the specific chemical make-up of our elution buffer is the core IP of AeroIon, our “Coca-Cola recipe,” so to speak. Sharing this, even under NDA, presents an unacceptable commercial risk.

However, I can provide you with this formal assurance: **You do not need to worry about the specific chemistry inside the machine.**

Our ISN system is designed as a **“Black Box” solution**. It is built to be industrially robust. While we target a magnesium-to-lithium (Mg/Li) ratio of 19:1 for optimal efficiency, the system is engineered to handle impurity spikes consistent with standard industrial parameters in the Lithium Triangle.

As long as you supply “Industrial Grade Brine” (hence the 19:1 target), our technology will handle the rest. We do not require the specific pre-treatment or perfect homogeneity that solar ponds require. The risk of filtration is ours to manage; the duty of supply is yours.

Best regards,

**Dr. Aris Thorne**

Chief Technical Officer

AeroIon Technologies Ltd. Singapore



## EXPERT OPINION: INDUSTRIAL STANDARDS

### REPORT OF INDEPENDENT EXPERT

**Prepared By:** Dr. Chen Wei, PhD (Metallurgy), Fellow of the Global Lithium Institute.

**Date:** 10 August 2025

**Subject:** Assessment of “Industrial Grade” Specifications and DLE Process Tolerances

**1. SCOPE OF INSTRUCTION** I have been asked by ENRE to determine whether a brine supply with a Time-Weighted Average (TWA) Mg/Li ratio of 24.5:1, containing transient “slugs” of up to 40:1, is fit for the ordinary purpose of **modern** Direct Lithium Extraction (DLE).

**2. EXECUTIVE SUMMARY** It is my professional opinion that the brine supplied by ENRE was fit for purpose. The failure of the Sagrado Plant was caused by the Claimant's selection of a hypersensitive, experimental technology (Ceramic ISN with Ammonium Elution) that lacks the requisite ductility for real-world mining conditions.

### 3. ANALYSIS OF “INDUSTRIAL GRADE” STANDARDS

- **The 19:1 Ratio:** While a ratio of 19:1 is the theoretical upper limit for *traditional solar evaporation* (to prevent magnesium salt precipitation), it is **not** a hard limit for modern DLE technologies.
- **State of the Art:** Modern Solvent Extraction (SX) plants, particularly those operating in the Qinghai region (China) and Argentina, routinely process brines with Mg/Li ratios exceeding 40:1.
- **Transient Spikes (“Slugs”):** No brine aquifer is perfectly homogeneous. “Slugs” of higher concentration are inevitable. Standard industrial equipment includes buffer tanks or resilient resin beds to absorb these shocks.

**4. CAUSE OF FAILURE** The “Magnesium Wall” failure describes a phenomenon unique to *Ammonium-based* systems. When Magnesium ( $Mg^{2+}$ ) encounters Ammonium ( $NH_4^+$ ), it forms Struvite crystals instantly.

- **The Flaw:** Using an ammonium buffer in a high-magnesium environment is chemically reckless unless the feed is pre-treated to remove 99.9% of the magnesium.
- **Conclusion:** AeroIon attempted to use a “lab-scale” chemistry on an “industrial-scale” resource. The plant failed because the machine was too fragile for the mine, not because the mine was too toxic for the industry.

*(Signed)*

Dr. Chen Wei





**SINGAPORE HIGH COURT FILINGS**  
**IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF**  
**SINGAPORE**

Suit No. HC/S 111/2025

Between

**AeroIon Technologies Ltd.** (*Plaintiff*)

and

**Empresa de Negocios en Recursos Evaporíticos (ENRE)** (*Defendant*)

**WRIT OF SUMMONS**

**To:** The Defendant, ENRE.

**TAKE NOTICE** that the Plaintiff intends to apply to the Court for an Order that the Defendant do answer the following Interrogatories on affidavit within 14 days:

**Interrogatories on the Merits of the Breach:**

1. **Regarding Blending Protocols:** Did the Defendant, between 1 March 2025 and 15 April 2025, knowingly blend brine from the Northern Reserve containing Mg/Li ratios exceeding 40:1 with freshwater? If so, provide the daily log sheets of the Central Mixing Manifold.
2. **Regarding Freshwater Diversion:** State the precise volume of freshwater (in liters) diverted from the Northern Aquifer for the purpose of such dilution on 14 April 2025.
3. **Regarding Knowledge:** Was the Defendant's Chief Technical Officer aware, prior to 1 March 2025, that the Northern Reserve contained "pockets" of magnesium concentration incompatible with the Plaintiff's Article 6.2 specifications?

**Dated this 1st day of June 2025.**

(*Stamped*)

**Registrar,**

**Supreme Court of Singapore**



## MINUTES OF FAILED CTO MEETING

**DATE:** 10 June 2025

**TIME:** 10:00 AM SGT

**VENUE:** Maxwell Chambers Suites, Singapore (Room 03-01)

### PRESENT:

- **For ENRE (Respondent):** Dr. Elena Vasquez (CTO), Mr. Pablo Silva (Interpreter).
- **For AeroIon (Claimant):** Mr. Harvey Specter (General Counsel), Ms. Sarah Lim (Commercial Manager).

**1. COMMENCEMENT:** The meeting was called to order at 10:00 AM pursuant to Article 22.2 of the Master Brine Supply Agreement (MBSA).

**2. RECORD OF ATTENDANCE:** Dr. Vasquez noted the absence of Dr. Aris Thorne, the Claimant's Chief Technical Officer. Mr. Specter stated that Dr. Thorne was unable to attend due to "visa processing delays" and produced a Power of Attorney authorizing him to negotiate on Dr. Thorne's behalf.

**3. OBJECTION BY ENRE:** Dr. Vasquez stated:

*"Article 22.2 is a technical dispute resolution mechanism. It mandates a peer-to-peer engineering review to determine root causes before lawyers get involved. I am here to discuss chemistry, flow rates, and membrane pore structures. I cannot have this discussion with a General Counsel. The condition precedent requires the CTO. A lawyer is not a substitute for an engineer."*

**4. TERMINATION OF MEETING:** Dr. Vasquez refused to accept the credentials of Mr. Specter for the purpose of a *technical* negotiation. ENRE representatives vacated the room at 10:06 AM.

**5. CONCLUSION** Meeting concluded without negotiation.



## CYBER-FORENSIC REPORT: THE “LITHIUMLEAKS” BOUNTY

### CONFIDENTIAL FORENSIC ANALYSIS

**Prepared By:** ChainTrace Analytics LLP (London/Singapore)

**Client:** Ministry of Justice, Republic of Bolana

**Target:** The “LithiumLeaks” Data Breach (20 June 2025)

**1. EXECUTIVE FINDINGS** We have successfully traced the origin of the cyber-attack on the ENRE servers. The attack was not a random act of “hacktivism” but a targeted, paid-for corporate espionage operation.

### 2. THE BOUNTY (Dark Web Verification)

- **Platform:** ‘Dread’ (Tor Hidden Service).
- **Date:** 15 March 2025 (Three months prior to the leak).
- **User Handle:** “IonIntel\_01”
- **Post Content:** *“Soliciting verified internal geological data regarding ENRE Northern Reserve. Specifically seeking evidence of high-magnesium masking. Bounty: \$500k USD equivalent in BTC. Escrow available.”*

### 3. ATTRIBUTION

- **Digital Fingerprint:** We traced the PGP key used by “IonIntel\_01” to an IP address (202.166.xx.xx) registered to **AeroIon Technologies Ltd., Science Park Road, Singapore.**
- **The Payment:** On 21 June 2025 (24 hours after the leak), a transaction of **12.5 Bitcoin** (approx. **USD 500,000**) was executed.
  - **Sender Wallet:** bc1qxy...[Identified as AeroIon Corp Treasury Wallet]
  - **Receiver Wallet:** bc1qzp...[Known SaltEarth Hacker Wallet]

**4. CONCLUSION** Evidence conclusively links AeroIon Technologies to the solicitation and payment for the illegal exfiltration of the data contained in Claimant's Exhibit C5.



**MINISTRY DECREE 774**

**REPUBLIC OF BOLANA MINISTRY OF MINES AND ENVIRONMENT**

**DECREE NO. 774 / 2025**

**DATE:** 20 April 2025

**ORDER FOR THE IMMEDIATE CESSATION OF OPERATIONS AND  
REVOCATION OF LICENSE (NORTHERN SECTOR)**

**WHEREAS**, on 15 April 2025, an industrial incident occurred at the facility operated by **AeroIon Technologies Ltd.**, resulting in the breach of containment and the release of processing fluids into the surrounding soil;

**WHEREAS**, the Ministry's Environmental Audit (Ref: ENV-2025-X) has simultaneously identified critical irregularities in the management of the **Northern Aquifer**, specifically the unsustainable diversion of freshwater resources for the purpose of **industrial brine dilution**;

**WHEREAS**, while the Ministry notes the heavy utilization of freshwater resources, it is the **contamination of said resources by the toxic ammonium discharge** that renders the continued operation untenable.;

**IT IS HEREBY ORDERED:**

1. **REVOCATION:** To preserve national water security and environmental safety, the Extraction License granted to **Empresa de Negocios en Recursos Evaporíticos (ENRE)** for the Northern Reserve is hereby **REVOKED** with immediate effect.
2. **CESSATION:** All industrial activities, including brine pumping, blending, and filtration, must cease immediately.
3. **INVESTIGATION:** A full commission of inquiry shall be established to apportion liability for the environmental damage between the operator's containment failure and the supplier's extraction practices.

**By Order of the Minister.**

*(Seal of the Republic of Bolana)*

