

Dated

22 May

2026

RICHARD ARNOLD WILLS

and

FERA SCIENCE LIMITED

CONSERVATION COVENANT AGREEMENT

pursuant to Section 117, 118 and 119 of the
Environment Act 2021 and all other enabling
powers, relating to a temporary fallowing scheme
providing Nitrate offsets at land at Lower Dene
and Bull Field, Middleton Estate, Andover, SP11
6PP

THIS DEED is made on

22 May

2026

BETWEEN:

- (1) **RICHARD ARNOLD WILLS** of [REDACTED]
[REDACTED]
[REDACTED] (the “Owner”); and
- (2) **FERA SCIENCE LIMITED** (company number 09413107) whose registered office is situated at York Biotech Campus, Sand Hutton, York, YO41 1LZ (the “Responsible Body”)

RECITALS

- A The Responsible Body is a designated responsible body pursuant to section 119 of the Act.
- B The Owner is the freehold owner of the Property which is registered with title absolute at HM Land Registry under title numbers HP713320 and HP712004.
- C The Owner and the Responsible Body have agreed to enter into this Deed, being a conservation covenant agreement for the purposes of section 117 of the Act, in order to regulate the use of the Property as a temporary fallowing scheme providing nitrogen offsets resulting in Temporary Nutrient Credits.
- D This Deed contains provisions which (pursuant to section 117 of the Act):
- a. are of a qualifying kind, requiring the Owner to be responsible for compliance with the Land Management Plan for the duration of this Deed and requiring the Responsible Body to undertake a monitoring role;
 - b. have a conservation purpose in order to conserve the natural environment of land; and
 - c. are intended by the parties to be for the public good having regard to the environmental and social benefits.
- E In accordance with the Habitat Regulations local planning authorities may only grant planning permission where they are satisfied that there will not be an adverse effect on the European Designated Site(s) as a result of the proposed development.
- F High levels of nitrogen in the European Designated Site(s) mean that local planning authorities cannot be satisfied that additional residential and other overnight accommodation will not have an adverse effect as a result of increased levels of nitrogen.
- G In order to provide a temporary level of mitigation, it is proposed to offset the increase in nitrogen arising from the occupation of a residential development and other overnight accommodation by inter alia imposing temporary appropriate and counter balancing restrictions on proportionate parts of the Property.
- H The Responsible Body and the Owner have agreed to enter into this Deed in order to regulate the use of the Property in contemplation of applications for planning permission in respect of future development comprising residential and other overnight accommodation that impact on the European Designated Site(s).

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 In this Deed the following expressions shall have the meanings indicated:

“Access Plan”	the plan annexed hereto within Part 2 of Appendix 1.
“Activation Date”	means in respect of any Parcel, the date of service on the Responsible Body of the Activation Notice and “ Activate ” and “ Activated ” shall be construed accordingly.
“Activation Notice”	a written notification (from the Owner to the Responsible Body) of the activation of a Parcel to comply with the nutrient off-set obligations in this Deed.
“Act”	means the Environment Act 2021 (as amended).
“Allocation”	means the attribution of any Temporary Nutrient Credits towards a development to offset that development’s requirement to show it is nutrient neutral (and “Allocate” and “Allocated” and “Allocations” shall be constructed accordingly).
“Deed”	this agreement made by deed.
“Defect Notice”	means a notice served on the Owner by the Responsible Body pursuant to clause 20.1.
“Defra”	means the Department for Environment Food & Rural Affairs or any successor body to the same functions.
“European Designated Site(s)”	means the Solent & Southampton Water SPA & Ramsar site, and the Solent Maritime SAC.
“Expert”	means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 15.
“Force Majeure Event”	means a circumstance beyond the control of the Owner pursuant to section 126(1)(a) of the Act including an act of God such as a drought, flood or other natural disaster or as a result of the exercise of statutory powers by a statutory undertaker or public body.
“Habitat Regulations”	means the Conservation of Habitats and Species Regulations 2017 (as amended).
“Land Management Plan”	the fallow land management plan in relation to the Property, a copy of which is annexed to this Deed at Appendix 2 (as may be updated or varied by agreement between the Owner and the Responsible Body as stipulated within this Deed).
“Monitoring Fee(s)”	means the sum of [REDACTED] payable by the Owner to the Responsible Body in accordance with paragraph 3.1 of Schedule 1.

“Natural England”	means Natural England or such other competent authority for the purposes of the Habitat Regulations
“Necessary Consent”	means all permits, licences, planning permission, approvals and all other consents reasonably required by any public or statutory authority or any other third party in order to allow for compliance with the Land Management Plan and this Deed.
“Nutrient Statement”	means the nutrient statement approved by Natural England and attached to this Deed within Appendix 3 or such revised calculation agreed between the Owner and the Responsible Body in accordance with this Deed.
“Parcel(s)”	means the parcels shown on the Parcel Plan.
“Parcel Plan”	the plan annexed hereto within Part 3 of Appendix 1.
“Plan”	the plan annexed hereto within Part 1 of Appendix 1.
“Property”	the land at Lower Dene and Bull Field, Middleton Estate, Andover, SP11 6PP, which is shown edged red on the Plan.
“Report(s)”	means a report confirming that the fallow condition has been maintained. Each report must include: a) A signed statement confirming that during the reporting period: - no cropping, grazing, or agricultural production has occurred; - no fertiliser, manure, slurry, digestate, or other nutrient inputs have been applied; and - the land has remained in fallow condition across the entire mitigation area. b) The statement must confirm that the land has not been used, in whole or part, for agricultural production or alternative land uses affecting nutrient balance (it being acknowledged that this would not include a cut of grass once per year to feed livestock on other land). No materials or activities have introduced nutrients, including imported soils or waste materials livestock grazing storage or spreading of organic matter or spreading of any other kind of fertiliser. c) A record of all land management activities undertaken, including: - type of activity (e.g. weed control, access works); - date(s) undertaken; and

	• area/parcel affected. d) The record must demonstrate that no activities have: • introduced nutrients; • reinstated agricultural use; or • changed the functional fallow condition. e) A set of fixed-point photographs demonstrating site condition: • minimum four representative locations per parcel; and • consistent locations used across years f) Photographs must show: • vegetation condition; • absence of cropping or agricultural activities.
“Temporary Nutrient Credit(s)”	means the temporary nitrogen credits generated on the Property pursuant to this Deed in accordance with the applicable calculation mechanism specified within the Nutrient Statement.
“Term”	means the period from the Activation Date for the relevant Parcel until 1 April 2030.
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday.

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it and references to any secondary legislation shall include any modification extension amendment or re-enactment to it and any reference to subsidiary legislation shall include any modification, extension or re-enactment of that subsidiary legislation.

- 2.5 References to any party to this Deed shall, to the full extent permitted by law, include the successors in title to that party and to any person deriving title through or under that party and in the case of the Responsible Body any successor to its statutory functions.
- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3 STATUTES

- 3.1 This Deed is made pursuant to Section 117, 118 and 119 of the Act, and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create conservation covenants pursuant to Sections 117 and 118 of the Act and are enforceable by the Responsible Body against the Owner, and to the extent permitted by law pursuant to section 122 of the Act, its successors in title in the Property or any part of it from the Owner.
- 3.3 The covenants, restrictions and requirements upon the Responsible Body under this Deed are enforceable by the Owner and successors in title in the Property or any part of it against the Responsible Body pursuant to section 123 of the Act.

4 EFFECT OF THE AGREEMENT

- 4.1 This Deed shall take effect on the day and year first before written.
- 4.2 The provision or stacking of other ecosystem services and natural capital at the Property (an "**Additional Scheme**") is not prohibited by the terms of this Deed provided that:
 - 4.2.1 the obligations associated with the Additional Scheme do not adversely affect the Land Management Plan or compliance with any other terms of this Deed;
 - 4.2.2 any such provision or stacking is permitted by law and government policy;
 - 4.2.3 the Owner provides at least 20 Working Days prior notice to the Responsible Body of the completion of any agreement allowing for the Additional Scheme and will promptly provide all information reasonably requested by the Responsible Body associated with the Additional Scheme; and
 - 4.2.4 the Owner complies with all legal obligations associated with the Additional Scheme.

5 THE OWNER'S COVENANTS

- 5.1 The Owner hereby covenants with the Responsible Body pursuant to Sections 117, 118 and to the extent permitted by law pursuant to section 122 of the Act with the intention of binding the Property and each and every part of it that the Owner and its successors in title will observe and perform the covenants contained in this Deed including the Schedules to it (to the extent a covenant is given by the Owner).

6 RESPONSIBLE BODY'S COVENANTS

- 6.1 The Responsible Body hereby covenants with the Owner pursuant to Sections 117 and 118 and to the extent permitted by law pursuant to section 123 of the Act that it will observe and perform the covenants contained in this Deed including the Schedules to it (to the extent a covenant is given by the Responsible Body).

7 RELEASE AND LAPSE

- 7.1 It is hereby agreed that any person included within the definition of the Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its respective interests in that part of the Property upon which such breach is committed.

8 LAND CHARGES and LAND REGISTRY

- 8.1 This Deed is a local land charge and shall be registered as such by the Responsible Body as soon as reasonably practicable from the date hereof.
- 8.2 The Responsible Body will:
- 8.2.1 apply to cancel the registration of this Deed as a local land charges as soon as reasonably practicable following the end of the Term;
 - 8.2.2 use its reasonable endeavours to complete such application as soon as reasonably possible; and
 - 8.2.3 serve written notice on the Owner evidencing the cancellation of registration of this Deed as a local land charge as soon as reasonably possible following receipt of the same.

9 DUTY TO ACT REASONABLY AND IN GOOD FAITH

- 9.1 All parties to this Deed acknowledge that they are under a duty to act reasonably and if any deed consent approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall (unless otherwise stated) not be unreasonably withheld or delayed.
- 9.2 The parties shall at all times conduct matters in utmost good faith to each other in relation to this Deed and shall do all such acts and things as may reasonably be required to comply with the terms and the spirit of this Deed.

10 NO FETTER ON DISCRETION OR WAIVER

- 10.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Responsible Body under all statutes by-laws statutory instruments orders and regulations in the exercise of their respective functions.
- 10.2 No waiver (whether expressed or implied) by the Responsible Body of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Responsible Body from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

11 COVENANT AS TO TITLE

- 11.1 The Owner hereby covenants with the Responsible Body that no other person has any freehold or leasehold interest in the Property.

- 11.2 The Owner hereby covenants with the Responsible Body that there is no restriction, obligation, right or impediment in relation to the Property of which the Owner is aware that would restrict and/or prevent compliance with the terms of this Deed.

12 SEVERABILITY

It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties without the consent of any such third party.

14 NOTICES

- 14.1 Any notice to be given under this Deed shall only be given in writing and shall be signed by the relevant party or its solicitors (unless given by email).

- 14.2 Any notice or document to be given or delivered under this agreement must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party or by email in the following manner:

- 14.2.1 The Responsible Body: York Biotech Campus, Sand Hutton, York, YO41 1LZ (FAO: Jeremy Frearson)

Or, via email to: Jeremy.Frearson@fera.co.uk

- 14.2.2 The Owner: Middleton Estate Office, Longparish, Andover, Hampshire, SP11 6PL (FAO: Joe Edwards)

Or, via email to: [REDACTED]

PROVIDED THAT either party may provide updated contact details to the other party in writing from time to time.

- 14.3 Any such notice will be deemed to have been received:

- 14.3.1 if delivered personally, at the time of delivery provided that, if delivery occurs:

- 14.3.1.1 before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and

- 14.3.1.2 if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

- 14.3.2 in the case of pre-paid first class post or recorded delivery, on the second Working Day after posting; or

- 14.3.3 in the case of email by 9am on the first Working Day following sending of the email.

- 14.4 In proving service it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first class or recorded

delivery letter or that the email was addressed correctly and no bounce back or out of office message was received as the case may be.

- 14.5 Where notice is sent via post there should also be a copy of the notice sent via email unless otherwise agreed by the Responsible Body and the Owner.

15 DISPUTES

- 15.1 In the event of a dispute senior representatives of the parties to the dispute shall initially meet in person or via the telephone (as agreed between the parties acting reasonably), which shall occur within 10 Working Days of the request by either party and occur at a time convenient to the parties (acting reasonably).
- 15.2 Should senior representatives of the parties fail to meet and reach agreement within 20 Working Days of the dispute first being notified to the parties (or where referenced in this Deed that the matter shall be referred directly to an Expert) then the dispute may be referred to an Expert to be agreed by the parties within 5 Working Days, or in the absence of agreement, to be appointed, at the request of either of the parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the parties save in the case of manifest error or fraud.
- 15.3 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 15.4.
- 15.4 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.
- 15.5 Responsibility for the costs of referring a dispute to an Expert under this clause 15, including costs connected with the appointment of the Expert and the Expert's own costs, will be decided by the Expert and if the Expert fails to make any determination each party shall be responsible for their own costs and equally cover the Expert's costs.

16 TERMINATION

- 16.1 At the end of the Term the obligations in this Deed shall cease to bind the Property.

17 NOVATION & APPOINTMENT

- 17.1 The Responsible Body reserves the right to appoint a different responsible body pursuant to section 131 of the Act and the Owner shall enter into a deed of novation and/or variation in a form reasonably required by the Responsible Body PROVIDED THAT the Responsible Body will be responsible for the Owner's reasonable and proper legal fees in completing the relevant deed.

18 LIABILITY

- 18.1 The Responsible Body's total liability whether in tort (including for negligence or breach of statutory duty), breach of contract, misrepresentation (whether innocent or negligent), restitution or otherwise, arising out of or in connection with this Deed is limited to [REDACTED]

██████████ PROVIDED THAT this clause shall not limit or exclude liability for any matter that cannot be excluded by law.

19 VARIATION

- 19.1 If the Responsible Body determines (acting reasonably) that any obligation in this Deed is:
- 19.1.1 No longer in accordance with the requirements imposed on responsible bodies pursuant to the Act or any other legislation; or
 - 19.1.2 No longer suitable or in line with the requirements of section 117(1)(a) of the Act; or
 - 19.1.3 No longer suitable for achieving nutrient neutrality,
- and this determination is approved (acting reasonably) by the Owner then this Deed can be suitably varied and the parties shall (if necessary) enter into a form of deed of variation (in such form approved between the parties acting reasonably) PROVIDED THAT if this variation is necessitated by any negligent act or omission or breach of this Deed by either party then the defaulting party will be responsible for all reasonable and proper fees, costs and expenses (including for the avoidance of doubt legal and professional costs) of the non-defaulting party in varying this Deed.

20 STEP IN RIGHTS

- 20.1 In the event of a breach by the Owner of the obligations contained in this Deed, the Responsible Body may serve notice on the Owner specifying the nature of the breach, the actions required to remedy the breach and a reasonable timescale for compliance (the “**Defect Notice**”). The Owner will then have a period of 10 Working Days from receipt of the Defect Notice to make any reasonable representations to the Responsible Body on the content of the Defect Notice, which the Responsible Body will (acting reasonably) have regard to.
- 20.2 If the Responsible Body does receive representations from the Owner pursuant to clause 20.1 then (acting reasonably) they will determine if any amendments to the Defect Notice are required and will notify the Owner of the same within 10 Working Days of receipt of any such representations.
- 20.3 The Owner will comply with the requirements of the Defect Notice in accordance with the reasonable timescales set out therein.
- 20.4 If the Owner has failed to complete the remedial works in accordance with the Defect Notice (other than in the circumstance of a Force Majeure Event (in which case the period required to complete the remedial works under the Defect Notice shall be extended by the equivalent period that it was not reasonably possible to undertake the remedial works due to the effect of the Force Majeure Event unless the timescales specified in the Defect Notice have already allowed for the Force Majeure Event)) then the Responsible Body may after providing the Owner with 5 Working Days’ written notice:
- 20.4.1 be entitled to enter upon such parts of the Property as is reasonably necessary in order to carry out the remedial works specified in the Defect Notice;
 - 20.4.2 carry out any other matter needed to remedy the breach; and
 - 20.4.3 appoint such consultants and professional advisers as the Responsible Body deems necessary in their absolute discretion,

and the Responsible Body may recover from the Owner all costs, expenses and fees properly incurred on a full indemnity basis.

- 20.5 Any such right of access by the Responsible Body shall extend to the Responsible Body's employees, contractors and authorised personnel and all necessary vehicles, equipment and machinery.
- 20.6 Any such right of entry by the Responsible Body shall be at the Responsible Body's own risk, subject to the Responsible Body maintaining all necessary insurances, causing as little damage, disturbance and inconvenience as reasonably possible and making good any damage caused.
- 20.7 If and to the extent the Owner is (acting reasonably) prevented, impeded, hindered, conditioned or delayed in or from performing any of its obligations under this Deed by a Force Majeure Event, the affected party shall not be in breach of this Deed or otherwise liable for any such failure or delay in performance of such obligations PROVIDED THAT:
 - 20.7.1 the Owner will still be required to comply with the terms of this Deed and the Land Management Plan, but the time for performance of such obligation shall be extended accordingly (as agreed between the parties acting reasonably); and
 - 20.7.2 the Owner will use reasonable endeavours to mitigate, overcome or circumvent any Force Majeure Event.
- 20.8 The Owner shall as soon as reasonably practicable after the start of the Force Majeure Event, notify the Responsible Body in writing of the nature of the Force Majeure Event and its impact on the ability to perform the obligations under this Deed.

21 CONFIDENTIALITY

- 21.1 Subject to clause 21.2, each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies or affiliate trusts to which the other party belongs ("**Confidential Information**").
- 21.2 Each party may disclose the other party's Confidential Information:
 - 21.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this Deed. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 21;
 - 21.2.2 as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority;
 - 21.2.3 to any party as reasonably required to facilitate an Allocation of Temporary Nutrient Credits PROVIDED THAT such disclosure is expressly requested by that party;
 - 21.2.4 where expressly agreed by the other party;
 - 21.2.5 if it is already in the public domain through no fault of that party; and
 - 21.2.6 where such disclosure is expressly requested, to Defra, Natural England or any local planning authority, as required from time to time.

- 21.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Deed.

22 COSTS

- 22.1 The Owner will pay the Responsible Body's reasonable and proper legal fees incurred in agreeing and entering into this Deed limited to [REDACTED] plus VAT and disbursements.

23 VAT

- 23.1 Any amount payable under this Deed is exclusive of VAT and the paying party shall pay to the other all value added tax properly chargeable provided that a suitable VAT compliant invoice addressed to the paying party is supplied.

24 JURISDICTION

- 24.1 Subject to clause 15 this Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 24.2 If any provision of this Deed (or part of any provision) is found to be illegal, invalid or unenforceable by any court or other authority of competent jurisdiction, that provision or part provision will, to the extent required, be deemed not to form part of this Deed and the validity and enforceability of the other provisions of this Deed will not be affected.

25 DELIVERY

- 25.1 This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

26 COUNTERPARTS

- 26.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

SCHEDULE 1

THE OWNER'S OBLIGATIONS

The Owner covenants with the Responsible Body as follows:

1. PARCEL ACTIVATION

- 1.1 The Responsible Body and the Owner hereby agree that the Land Management Plan may be delivered in Parcels.
- 1.2 Where the Owner proposes to deliver the Land Management Plan in Parcels it shall prior to Activation of the relevant Parcel serve an Activation Notice on the Responsible Body identifying the said Parcel and the number of Temporary Nutrient Credits that can be Allocated from that Parcel with reasonable and proper evidence supporting the same based on the Nutrient Statement (it being acknowledged that the Owner may choose to deliver the Land Management Plan in relation to the entirety of the Property in which case the term "Parcel" shall apply to the entirety of the Property).
- 1.3 From the Activation Date for the relevant Parcel and for the remainder of the Term, the Activated Parcel shall be used and managed in accordance with the Land Management Plan by the Owner and the Owner shall not permit nor allow any use or activity unless expressly authorised by the Land Management Plan.
- 1.4 The Owner will deliver the Land Management Plan in accordance with relevant legislation, government policy and the codes, practices and standards set by Natural England and Defra as imposed from time to time.
- 1.5 The Owner will be responsible for obtaining all Necessary Consents at the appropriate time and complying with the same.

2. MONITORING

- 2.1 The Owner will provide to the Responsible Body a Report every 12 months from the first Activation Date for each Activated Parcel of how, and the extent to which, the Land Management Plan is being complied with (in accordance with the requirement for a log of management operations as specified in the Land Management Plan) and any remedial measures required and shall provide to the Responsible Body such photographic evidence as the Responsible Body shall reasonably require.
- 2.2 The Owner will respond promptly to any reasonable enquiries raised by the Responsible Body on the Report supplied pursuant to paragraph 2.1 of this Schedule and the condition of the Property.
- 2.3 The Owner shall comply with any remedial requirements and recommendations that are reasonably required by the Responsible Body following the review of the Report in accordance with a timetable reasonably required by the Responsible Body.
- 2.4 In the event that the Owner has failed to comply with any remedial measures properly specified pursuant to paragraph 2.3 of this Schedule or Defect Notice and the Responsible Body visits the Property to determine compliance with any such remedial measures required then the reasonable and proper costs of the Responsible Body in assessing any evidence of compliance provided by the Owner and in undertaking the site visit will be payable by the Owner.
- 2.5 The Responsible Body shall use reasonable endeavours to notify the Owner of the costs of undertaking the site visit undertaken pursuant to paragraph 2.4 of this Schedule prior to accessing the Property.

3. MONITORING FEE

3.1 The Owner will pay the Responsible Body the Monitoring Fee as follows:

3.1.1 on or before the date of this Deed the Owner will pay the Responsible Body [REDACTED] and

3.1.2 on or before 24 months from the date of this Deed the Owner will pay the Responsible Body [REDACTED].

3.2 The Monitoring Fee shall be payable within 30 days of the due date specified in paragraph 3.1 of this Schedule.

3.3 If any sum or amount has not been paid to the Responsible Body by the time specified in paragraph 3.2 of this Schedule then the Owner shall pay the Responsible Body interest on that amount at the rate of 4% above the base rate of the Bank of England at the time the payment is due (both before and after any judgment). This interest will accrue on a daily basis for the period from the due date to and including the date of payment.

4. **ALLOCATION OF TEMPORARY NUTRIENT CREDITS**

4.1 Following the Activation Date of any Parcel, Temporary Nutrient Credits may be Allocated in relation to that Parcel PROVIDED THAT any such Allocation shall (subject to paragraph 4.2 of this Schedule) only be validated upon the Owner serving written notice on the Responsible Body, which shall specify:

4.1.1 The Activated Parcel from which the Temporary Nutrient Credits are Allocated;

4.1.2 The number of Temporary Nutrient Credits that are Allocated;

4.1.3 The number of Temporary Nutrient Credits that remain to be Allocated from that Parcel;

4.1.4 The purchaser of the Temporary Nutrient Credits; and

4.1.5 The development (if known) to which the Temporary Nutrient Credits are to be Allocated along with the details of the relevant planning permission.

4.2 The Temporary Nutrient Credits may only be Allocated to the development stipulated in the notice supplied pursuant to paragraph 4.1 of this Schedule PROVIDED THAT if the development is not known at the date of the notice then the Owner will procure that the Responsible Body is notified of the relevant development to which the Temporary Nutrient Credits are Allocated and any such Allocation will only be validated upon receipt of the said notification by the Responsible Body (any such notification providing details of the relevant planning permission) PROVIDED FURTHER THAT the Owner may subsequently request that some or all of the Temporary Nutrient Credits are allocated to a different development (a "**Revised Development**") to the one originally notified and in making any such request to the Responsible Body the Owner shall supply:

4.2.1 evidence of the reasons behind the change in approach including (if required) confirmation from any relevant regulatory authority to ensure that there is no risk of double counting; and

4.2.2 details of the Revised Development along with the details of the relevant planning permission

and if the Responsible Body (acting reasonably) approves the same in writing then the specified Temporary Nutrient Credits shall be considered Allocated to the Revised Development only.

5. **INSURANCE**

5.1 The Owner shall maintain public liability insurance in relation to the Property with a limit of indemnity of at least £5,000,000 for any one claim for the duration of this Deed.

5.2 The Owner shall provide evidence of up to date policies to the Responsible Body when requested but not more frequently than on an annual basis.

6. RESTRICTIONS AND REQUIREMENTS

6.1 From the date of this Deed the Owner shall not cause or permit the Property to be subject to any other commitments or obligations in favour of any other authority, responsible body, or any person or legal entity in respect of the Temporary Nutrient Credits where such commitments would have the effect of duplicating, restricting or negating the obligations contained in this Deed without the approval of the Responsible Body.

6.2 Prior to the Activation of a Parcel the Owner shall not do anything on that Parcel that shall prevent subsequent compliance with the Land Management Plan.

6.3 The Owner shall not erect any buildings, structures or carry out any other development on the Property where such works would prejudice compliance with the Land Management Plan.

6.4 The Owner shall be responsible for managing public access to the Property and using all reasonable endeavours to prevent such access unless explicitly compatible with the objectives and specifics of the Land Management Plan provided that the Responsible Body accepts that if the Property is subject to a public footpath then access must be maintained at all times over the said footpath with any encroachment beyond the footpath expressly prohibited and prevented.

6.5 At least twenty (20) Working Days prior to any disposal of the freehold or leasehold interest in any part or parts of the Property (a "**Disposal**") the Owner will serve notice on the Responsible Body providing the name and address of the proposed purchaser and such information as the Responsible Body may reasonably request to determine the financial standing and experience of the new party.

6.6 Any Disposal will require the prior written approval of the Responsible Body (such approval not to be unreasonably withheld or delayed).

7. ACCESS

7.1 When accessing the Property the Responsible Body will utilise the route of access to the Property directly off the restricted byway as shown on the Access Plan and the Owner hereby grants a right of access to the Responsible Body over such part or parts of title number HP712004 and HP713320 or such other land owned at the date hereof by the Owner in order to exercise the agreed route of access (or such other reasonable access agreed between the parties) and the Owner will ensure that:

7.1.1 there is no impediment to access all parts of the Property for the Responsible Body; and

7.1.2 should the Owner transfer the freehold or grant a lease over any part of the land where the route of access crosses over, the same rights of access is reserved for the Responsible Body for the duration of this Deed

7.2 Any right of access granted under this Deed to the Responsible Body shall extend to the Responsible Body's employees, contractors and authorised personnel and all necessary vehicles, equipment and machinery.

7.3 Any such entry by the Responsible Body shall be at the Responsible Body's own risk, subject to the Responsible Body maintaining all necessary insurances, causing as little damage, disturbance and inconvenience as reasonably possible and making good any damage caused

8. LAND MANAGEMENT PLAN VARIATION

- 8.1 The Owner will be responsible for full compliance with the Land Management Plan and Nutrient Statement.
- 8.2 In the event that the Owner wishes to vary the terms of the Land Management Plan then this must first be notified to the Responsible Body with all supporting evidence provided (including for the avoidance of doubt any change to the Nutrient Statement and associated Natural England approval) in order to obtain the prior approval of the Responsible Body to the variation.
- 8.3 The Owner will promptly provide any further reasonable information required by the Responsible Body in determining whether the variation to the Land Management Plan is approved.
- 8.4 If the Responsible Body approves the amendment the revised Land Management Plan shall thereafter be the approved Land Management Plan for the purposes of this Deed.
- 8.5 The Owner will be responsible for the legal, internal and external due diligence costs of the Responsible Body in agreeing to any variation to the Land Management Plan pursuant to this paragraph 8.

9. COMMUNICATION

- 9.1 The Owner will, upon receipt of a written request by the Responsible Body, attend at least one face to face meeting (either in person or electronically) per year with the Responsible Body.
- 9.2 The parties will agree to attend additional meetings where reasonably required.
- 9.3 The Owner will provide a verbal and/or written update on compliance with the Land Management Plan upon request by the Responsible Body and provide, on an open book basis, any further information reasonably and properly requested by the Responsible Body surrounding compliance with the Land Management Plan and this Deed (including for the avoidance of doubt any log of management operations undertaken).
- 9.4 The Owner shall promptly inform the Responsible Body of any matters which may affect its ability to comply with the Land Management Plan and this Deed, including (but not limited to) the receipt of any third party action or complaints and/or correspondence received from Natural England and/or the local planning authority.
- 9.5 The Owner shall cooperate with the Responsible Body if there is an investigation by Natural England and/or Defra as to whether this Deed has been breached.

SCHEDULE 2

THE RESPONSIBLE BODY'S OBLIGATIONS

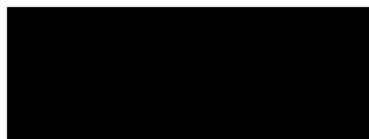
The Responsible Body covenants with the Owner as follows:

1. The Responsible Body will use reasonable endeavours to monitor compliance by the Owner of their obligations under this Deed, which will be more particularly achieved by reviewing the Reports provided by the Owner pursuant to paragraph 2.1 of Schedule 1 and undertaking at least one visit to the Property following the first Activation Date and, at its complete discretion, carrying out on-site spot checks of the condition of the Property and requesting relevant documentation and photographic validation from the Owner (which the Owner will promptly provide).
2. The Responsible Body will serve at least 5 Working Days notice on the Owner prior to accessing the Property for any site visit and/or spot check.
3. The Responsible Body will comply with its statutory duty pursuant to section 136 of the Act to make an annual return to Defra and the Owner will promptly provide all such information reasonably required by the Responsible Body to fulfil this obligation.

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

SIGNED AS A DEED by
NEIL PATTERSON
as attorney for
RICHARD ARNOLD WILLS
in the presence of:

)
)
)
)



Jonathan Michael Bruton

Witness Name:

Witness Signature:



Witness Address:

9955702C9B6E447...
Northgate House
Devizes Wiltshire
SN101

Witness Occupation:

Solicitor

EXECUTED AS A DEED by
FERA SCIENCE LIMITED
Acting by one director in the presence of:

)
)
)



90C77ADAA7-9041D...
Jeremy Frearson

Witness Name:

Witness Signature:



Witness Address:

DE00040005D0400...
2 Byron Court
Beech Grove
Harrogate

Witness Occupation:

Head of Contracts, Legal & Compliance

APPENDIX 1

PART 1

PLAN

