

DATED

31/10/2025

(1) WILD CAPITAL 1 PROPCO 2 LTD

AND

(2) WILD CAPITAL 1 PROPCO 6 LTD

AND

(3) AGR SOLAR 4 LIMITED

UNCONDITIONAL ALLOCATION AGREEMENT
relating to
BNG Offsite Units for a Development at Land
Between Priory Farm And Wymondley
Substation, Blakemore End Road, Little
Wymondley, Hertfordshire

CONTENTS

	Page No.
1	DEFINITIONS AND INTERPRETATIONS..... 1
2	AGREEMENT & ALLOCATION..... 3
3	TITLE..... 3
4	MATTERS AFFECTING THE PROPERTY 3
5	[COSTS]..... 4
6	VAT 4
7	ENTIRE AGREEMENT 4
8	CONFIDENTIAL INFORMATION 4
9	JOINT AND SEVERAL LIABILITY 5
10	THIRD PARTY RIGHTS 5
11	GOVERNING LAW 5

THIS AGREEMENT is made on

31/10/2025

BETWEEN:

- (1) **WILD CAPITAL 1 PROPCO 2 LTD** (company number **15141309**) of Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ ("**Wild Capital**"); and
 - (2) **WILD CAPITAL 1 PROPCO 6 LTD** (company number **15643694**) of Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ ("**Wild Capital**"); and
- Together "**Wild Capital**";
- and
- (3) **AGR SOLAR 4 LIMITED** (company number **12295056**) whose registered office is at Fourth Floor, Burlington Building, 19 Heddons Street, London, United Kingdom, W1B 4BG ("**Developer**").

BACKGROUND

- A Wild Capital owns and operates Habitat Banks to create BNG Units which are capable of allocation to developments in England.
- B Biodiversity net gain is an approach which aims to leave the natural environment in a measurably better state than beforehand. The Environment Act 2021 has legislated that proposed developments in England must provide a minimum biodiversity net gain of at least 10%.
- C In order to obtain a planning permission, the Developer needs to demonstrate to the relevant local planning authority that the Development can deliver a minimum biodiversity net gain of at least 10% and the securing of BNG Units is to be a pre-commencement condition to any planning permission.
- D Wild Capital have agreed to supply to the Developer the Agreed Number of BNG Units in accordance with the terms of this agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATIONS

The following definitions and rules of interpretation apply in this agreement:

"Agreed Number of BNG Units" means **1.08** BNG Units;

"Application" means the Developer's application for Planning Permission under application reference number **24/02333/FP**;

"BNG Allocation Notice" means a notice of sale and/or allocation of BNG Units if required by the Determining Authority as prepared and served by Wild Capital on the Determining Authority in accordance with and subject to the Planning Agreement or Conservation Covenant for the avoidance of doubt the notice shall contain details of the type and condition of habitat, the area in hectares, whether the habitat has been created or enhanced and its strategic significance score;

"BNG Metric" means the Biodiversity Statutory Metric [4.0] published by the Department for Environment Food & Rural Affairs (DEFRA) or such replacement or other superseding metric published by DEFRA from time to time to measure and account for biodiversity losses and gains resulting from development or land management change

"BNG Units" means:

- (a) From the Wild Meppershall Habitat Bank BGS-091024001:
 - (i) 1.03 Medium distinctiveness Other Neutral Grassland biodiversity net gain offsite units; and
 - (ii) 0.02 High distinctiveness Species-rich native hedgerow with trees - associated with bank or ditch biodiversity net gain offsite units;
- (b) From the WILD Tees Habitat Bank BGS-11022500:
 - (i) 0.03 Medium distinctiveness Ditches biodiversity net gain offsite units;

created from Habitat Banks, a Planning Agreement or Conservation Covenant as quantified and assessed by the BNG Metric;

“Conservation Covenant” means an agreement in respect of the Habitat Bank pursuant to section 117 of the Environment Act 2021 for the purpose of creating, monitoring, protecting, restoring or enhancing the Habitat Bank or part thereof enforceable for at least 30 years from commencement of the habitat works;

“Determining Authority” means the local planning authority with jurisdiction over the Application;

“Development Land” means the land which is the subject of the Application being land at **Land Between Priory Farm And Wymondley Substation, Blakemore End Road, Little Wymondley, Hertfordshire;**

“Electronic Payment” means payment by electronic means in same day cleared funds from an account held in the name of the Developer at a clearing bank to an account in the name of Wild Capital;

“Gain Site Register” means the register created and maintained in accordance with section 100 of the Environment Act 2021;

“Habitat Bank” means the creation of habitats at the Mitigation Sites, WILD TEES and WILD MEPPERSHALL, to measurably improve the biodiversity at the Mitigation Sites;

“Mitigation Land” means such part of the Mitigation Sites as determined by Wild Capital which is capable of providing the Agreed Number of BNG Units;

“Mitigation Sites” means the relevant Habitat Bank;

“Party” means Wild Capital or the Developer as the context so requires and **“Parties”** means both of them as the context so requires;

“Planning Agreement” means an agreement in respect of the Habitat Bank pursuant to section 117 of the Environment Act 2021 entered into for the purpose of creating, monitoring, protecting, restoring or enhancing the Habitat Bank or part thereof;

“Planning Permission” means planning permission granted pursuant to the Application or pursuant to any appeal against a refusal of the Application;

“Purchase Price” means Thirty Two Thousand Nine Hundred and Sixty Four pounds (£32,964) plus VAT;

“VAT” means value added tax or any equivalent tax chargeable in the UK;

“Wild Tees Habitat Bank” means the habitat bank created by the conservation covenant agreement dated 20 September 2024 and made between (1) Wild Capital 1 Propco 2 Limited and (2) Harry Ferguson Holdings Limited, as varied by a Deed of Variation dated 15 July 2025 between (1) Wild Capital

1 Propco 2 Limited and (2) Harry Ferguson Holdings Limited which relates to the land at Morton Grange Farm, Church Lane, Nunthorpe and land off Yarm lane, Great Ayton, Middlesbrough and is registered on the Biodiversity Gain Site Register with Number BGS-091024001;

“Wild Meppershall Habitat Bank” means the habitat bank created by the conservation covenant dated 14 November 2024 and made between (1) Wild Capital 1 Propco 6 Limited and (2) Harry Ferguson Holdings Limited relating to the land at Bury Farm, Meppershall, Shefford and registered on the Biodiversity Gain Site Register with Number BGS-110225002;

“Working Days” means any day from Monday to Friday (inclusive) which is not Good Friday, a statutory Bank Holiday or any day between 24 December to the immediately following 2 January inclusive.

2 AGREEMENT & ALLOCATION

- 2.1 In consideration of the Purchase Price paid by the Developer to Wild Capital on the date of this agreement (receipt of which is acknowledged by Wild Capital) Wild Capital agrees to allocate the Agreed Number of BNG Units to the Development Land.
- 2.2 Within 5 Working Days of the Developer providing the information required for the allocation, including but not limited to the Decision Notice and the Final BNG Metric, Wild Capital will:
 - 2.2.1 serve the BNG Allocation Notice on the Determining Authority;
 - 2.2.2 where the Habitat Bank is registered on the Gain Site Register, update all aspects of the Gain Site Register in relation to the allocation of the Agreed Number of BNG Units to the Development Land pursuant to this agreement.
- 2.3 This agreement is personal to the Developer. The Developer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement or any part of it.
- 2.4 The Developer cannot require Wild Capital to transfer the Agreed Number of BNG Units or any part of it to any person other than the owner for the time being of the Development Land.

3 TITLE

- 3.1 Wild Capital’s title to the Agreed Number of BNG Units has been accepted by the Developer prior to the date of this agreement.
- 3.2 The Developer is deemed to have full knowledge of Wild Capital’s title to the Agreed Number BNG Units and is not entitled to raise any objection, enquiry, requisition or claim in relation to it.
- 3.3 The Developer shall not register any notices against Wild Capital’s title to the Mitigation Sites in relation to this agreement.

4 MATTERS AFFECTING THE PROPERTY

Wild Capital will sell the Agreed Number of BNG Units to the Developer subject to the terms of the Conservation Covenant or Planning Agreement.

5 COSTS

The Developer will pay the following costs to Wild Capital:

£500.00 plus VAT towards the Wild Capital's administration costs in connection with this agreement payable on or before the date of this agreement;

£1,750.00 plus VAT towards the Wild Capital's legal costs if amendments are requested to this agreement, payable on or before the date of this agreement.

6 VAT

6.1 Each amount stated to be payable by the Developer to Wild Capital under or pursuant to this agreement is exclusive of VAT (if any).

6.2 If VAT is chargeable on any supply made by Wild Capital under or pursuant to this agreement, the Developer will pay Wild Capital an amount equal to that VAT as additional consideration on the date that the supply is made.

7 ENTIRE AGREEMENT

7.1 This agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

7.2 The Developer acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

8 CONFIDENTIAL INFORMATION

8.1 Each Party undertakes that it shall keep any information received by them relating to this agreement if not in the public domain including (but not limited to), this agreement, the Purchase Price, any commercial terms of the agreement, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other Party's Confidential Information to any person, except as permitted by clause 8.2.

8.2 A Party may:

8.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers ("**Representatives**") who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this agreement, provided that such Party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 8 as if it were a Party;

8.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed provided that this agreement shall, in no circumstances, be disclosed to the Determining Authority; and

8.2.3 use Confidential Information only to perform any obligations under this agreement.

8.3 Each Party recognises that any breach or threatened breach of this clause 8 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the Parties agree that the non-defaulting Party may be

entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

9 JOINT AND SEVERAL LIABILITY

Where the Developer comprises more than one person, those persons will be jointly and severally liable for the obligations and liabilities of the Developer arising under this agreement. Wild Capital may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

10 THIRD PARTY RIGHTS

A person who is not a party to this agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11 GOVERNING LAW

11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England.

11.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT HAS BEEN ENTERED INTO on the date stated at the beginning of it.

Signed for and on behalf of Wild Capital


Ben Perry (Oct 31, 2025 14:20:38 GMT).....

Signed for and on behalf of the Developer:


Anna Ambroziewicz (Oct 29, 2025 17:57:49 GMT).....

Unconditional Allocation Agreement_M_BNG01302

Final Audit Report

2025-10-31

Created:	2025-10-22
By:	Beccy Turner (beccy.turner@wild-capital.co.uk)
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-  Document created by Beccy Turner (beccy.turner@wild-capital.co.uk)
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-  Signer legal@wild-capital.co.uk entered name at signing as Ben Perry
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