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DATED 8 August **2025**

(1) WILD CAPITAL 1 PROPCO 5 LTD

AND

(2) WHITBREAD GROUP PLC

UNCONDITIONAL ALLOCATION AGREEMENT
relating to
BNG Offsite Units for a Development at Premier Inn, Great North Road, Brampton, Huntingdon, PE28 4NQ

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THIS AGREEMENT is made on 8 August 2025

BETWEEN:

(1) **WILD CAPITAL 1 PROPCO 5 LTD** (company number 15643475) of Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ ("**Wild Capital**"); and

(2) **WHITBREAD GROUP PLC** (company number 00029423) whose registered office is at Whitbread Court, Houghton Hall Business Park, Porz Avenue Dunstable, Bedfordshire, LU5 5XE (**"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 **0.18** BNG Units;

"Application" means the Developer's application for Planning Permission under application reference number 24/01132/FUL;

"**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) **0.18** Medium distinctiveness Other neutral grassland biodiversity net gain offsite units;

created from a Habitat Bank, 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

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the Habitat Bank or part thereof enforceable for at least 30 years from commencement of the habitat works;

"Developer's Agent" means Walsingham Planning Limited (company number 09402985) whose registered office is at Bourne House, Cores End Road, Bourne End, Buckinghamshire, SL8 5AR;

"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 **Premier Inn, Great North Road, Brampton, Huntingdon, PE28 4NQ**;

"Electronic Payment" means payment by electronic means in same day cleared funds from an account held in the name of the Developer or the Developer's Agent, 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 Site to measurably improve the biodiversity at the Mitigation Site;

"Mitigation Site" means Wild Capital's property known as Wild Felmersham located at Carlton Road, Felmersham, MK43 7JH and registered on the Biodiversity Gain Site Register with Number BGS-110425001;

"Monitoring Authority" means the registered Responsible Body, Harry Ferguson Holdings Limited;

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

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

"Purchase Price" means Four thousand five hundred pounds (£4,500) plus VAT;

"VAT" means value added tax or any equivalent tax chargeable in the UK; and

"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, except that the Developer may assign or transfer its rights under this agreement to a successor in title to the Development Land, provided that

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written notice is given to Wild Capital prior to or as soon as reasonably practicable following such assignment or transfer.

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 Site 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.

5 COSTS

5.1 The Developer will pay the following costs to Wild Capital:

5.1.1 £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; and

5.1.2 such reasonable legal costs as are incurred by Wild Capital in associated with amendments to this agreement requested by the Developer,

such costs being 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).

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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 including, for the avoidance of doubt, the Determining Authority where reasonably necessary to support compliance with any condition attached to the Planning Permission; 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).

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

Signed for and on behalf of Wild Capital ..... Toby Peters

Signed for and on behalf of the Developer by: its attorney KIRSTY CHALKLEY under a power of attorney dated 28 January 2025 ..... Kirsty Chalkley