



Registration of a Charge

Company Name: **AGGREGATE INDUSTRIES UK LIMITED**

Company Number: **00245717**



XCDJ6MIJ

Received for filing in Electronic Format on the: **05/10/2023**

Details of Charge

Date of creation: **29/09/2023**

Charge code: **0024 5717 0013**

Persons entitled: **JOHN FOSTER YEOMAN**

Brief description: **PART OF THE LAND AND BUILDINGS KNOWN AS LODGE HILL FARM, DOWNHEAD, SHEPTON MALLET, SOMERSET SHOWN EDGED RED ON THE PLAN ANNEXED TO THE LEGAL CHARGE BUT EXCLUDING THE LAND EDGED BLUE**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KNIGHTS PROFESSIONAL SERVICES LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 245717

Charge code: 0024 5717 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2023 and created by AGGREGATE INDUSTRIES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2023 .

Given at Companies House, Cardiff on 9th October 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

29 September
Dated: 2023.....

Legal charge

- (1) AGGREGATE INDUSTRIES UK LIMITED
- and
- (2) JOHN FOSTER YEOMAN

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DATE 29 September
2023
PARTIES

LA
Knights

- (1) JOHN FOSTER YEOMAN of Lodge Hill Manor, Downhead, Shepton Mallet BA4 4LG (**Lender**)
UK
(2) AGGREGATE INDUSTRIES LIMITED incorporated and registered in England and Wales with
company number 00245717 whose registered office is at Bardon Hill, Copt Oak Road,
Markfield, Leicestershire, LE67 9PJ (**Borrower**)

1. DEFINITIONS

In this Deed, the following definitions apply:

Contract the contract for sale in respect of the Real Property dated
22 September 2023 and made between (1) John
Foster Yeoman, (2) Aggregate Industries UK Limited and (3)
Sharon Yeoman.

Costs all costs, charges, expenses and liability on a full and
unlimited indemnity basis (including without limitation all
legal and other professional costs, charges and expenses);

Event of Default any one of the events specified in clauses 4.1(a)–(i)
(inclusive);

FBT a farm business tenancy of part of the Real Property to be
entered into on the same date as the date of this Deed and
made between (1) the Borrower and (2) ^{John Foster Yeoman}~~Sam Carver~~, the
agreed form of which is annexed to this Deed at Appendix A;

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Insurance Policies each of the insurance policies now or in the future held by or
otherwise benefiting the Borrower in relation to the Real
Property and any insurance policies that are effected to
renew, substitute or replace any such insurance policies and
'Insurance Policy' means any one of them;

Interest Rate the Bank of England Base Rate from time to time;

Legislation all legislation in force in the United Kingdom at any time
during the currency of this Deed, including:

- (a) Acts of Parliament;
- (b) orders, regulations, consents, licences, notices
and bye laws made or granted:
 - (i) under any Act of Parliament;
 - (ii) by a local authority or by a court of
competent jurisdiction;
- (c) any approved codes of practice issued by a
statutory body;

LPA 1925	Law of Property Act 1925;
Principal	the sum of £1,600,000 and simple interest on £1,600,000 at the Interest Rate accruing daily from and including the date of this Deed to and including the Redemption Date;
Real Property	the freehold property specified in Schedule 1;
Receiver	any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and includes a receiver and/or manager;
Redemption Date	4 January 2024;
Secured Amounts	<p>all of the following:</p> <p>(a) the Principal;</p> <p>(b) all other money and liabilities now or at any time in the future due or owing from the Borrower to the Lender pursuant to this Deed (including without limitation all Costs) and the payment of interest;</p>
Security Interest	any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect;
Security Period	the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Amounts have been unconditionally and irrevocably discharged in full;
Storage Licence	a licence of part of the Real Property to be entered into on the same date as the date of this Deed made between (1) the Borrower and (2) the Lender and Sam Carver, the agreed form of which is annexed to this Deed at Appendix B;
Transfer of Part	the transfer of part dated the same date as the date of this Deed and made between (1) the Lender and (2) the Borrower the agreed form of which is annexed to this Deed at Appendix C.
VAT	value added tax payable by virtue of Value Added Tax Act 1994 or any similar tax levied in addition to or by way of replacement for VAT
Working Day	any day other than Saturday, Sunday and any Bank or Public Holiday in England.

2. INTERPRETATION

- 2.1 Clause headings are for reference only and do not affect the construction of this Deed.
- 2.2 Any reference to a clause, paragraph or schedule is to a clause, paragraph or schedule in this Deed.
- 2.3 The expressions 'Borrower' include their respective successors in title and 'Lender' includes their personal representatives.
- 2.4 The words:
- (a) 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
 - (b) 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'.
- 2.5 An obligation:
- (a) to do something includes an obligation to procure that it is done;
 - (b) not to do something includes an obligation not to cause or allow it to be done;
 - (c) owed by or to more than one person is owed by or to them jointly and severally;
- 2.6 A reference to particular Legislation is, unless otherwise stated, a reference to:
- (a) it as amended, consolidated or re-enacted from time to time;
 - (b) all subordinate legislation made under it from time to time.
- 2.7 An Event of Default is 'continuing' if it has not been waived in writing by the Lender.
- 2.8 A reference to writing or written excludes fax and email.

3. CHARGE

- 3.1 The Borrower with full title guarantee charges by way of legal mortgage, in favour of the Lender, all of the Real Property as security for the payment and discharge of the Secured Amounts.
- 3.2 The Borrower with full title guarantee, assigns absolutely to the Lender, as continuing security for the payment and discharge of the Secured Amounts:
- (a) the benefit of each of the present and future agreements, licences, options, contracts, guarantees, warranties, easements, agreements for lease, and any other document, in each case, entered into by the Borrower relating to the use, acquisition, exploitation, disposal of or dealings with any of the Real Property; and
 - (b) all of the Borrower's rights and claims from time to time arising in relation to each of the Insurance Policies including the benefit of all claims arising and all money payable under the Insurance Policies.

- 3.3 This Deed remains in full force and effect as a continuing security unless and until the Lender discharges it.

4. PAYMENT

4.1 Principal

The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off on the Redemption Date or, if earlier, immediately on demand if any of the following events occurs:

- (a) any instalment of the Principal is not paid within 3 Working Days of becoming due; or
- (b) any interest or other sum payable under this security is not paid within 3 Working Days of becoming due; or
- (c) the Borrower or any surety fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this or any associated or collateral security; or
- (d) any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect; or
- (e) any judgment or order made against the Borrower or any surety by any court is not complied with within the time frame specified in any judgement or order made or if no timeframe is given within 10 days of the judgment or order; or
- (f) the Real Property becomes subject to any forfeiture (but excluding where the Borrower exercises its rights of forfeiture against an occupier under any lease) or execution, distress, sequestration or other form of process; or
- (g) a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the Real Property or of any surety; or
- (h) in the case of an individual:
 - (i) the Borrower or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part; or
 - (ii) a petition is presented for the bankruptcy of the Borrower or any surety; or
 - (iii) the Borrower makes a bankruptcy application to an adjudicator pursuant to section 263H of the Insolvency Act 1986; or
 - (iv) the Borrower or any surety dies or becomes mentally incapable; or
- (i) in the case of a company or limited liability partnership:
 - (i) the Borrower is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986; or

- (ii) the Borrower or any surety enters , into any other form of composition or arrangement with its creditors whether in whole or in part; or
- (iii) the appointment of an administrator of the Borrower or any surety ; or
- (iv) an administrative receiver or monitor is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety; or
- (v) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation; or
- (vi) the Borrower is struck off the register of companies.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Borrower makes the representations and warranties set out in this clause 5 to and for the benefit of the Lender on the date of this Deed and acknowledges that the Lender has entered into this Deed in reliance on such representations and warranties.
- 5.2 No Security Interest subsists over the Real Property except for the security created by or pursuant to this Deed.
- 5.3 The Borrower is the sole legal and beneficial owner of the Real Property.
- 5.4 No third party consents are required to ensure the effective creation of the security envisaged by this Deed.
- 5.5 The execution of and the observance and performance of the Borrower's obligations under this Deed does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement.
- 5.6 At the time of entering into this Deed the Borrower is not insolvent and knows of no circumstances in the case of a company or limited liability partnership that would entitle any creditor to appoint a receiver, monitor or administrator or to petition for winding up or in the case of an individual to petition for bankruptcy and in either case that would entitle a creditor to exercise any rights over or against the assets of the Borrower.
- 5.7 No litigation or administrative or arbitration proceeding before or of any court, governmental authority, other tribunal or arbitrator or other third party is presently taking place, pending or, to the best of the knowledge, information and belief of the Borrower, threatened against the Borrower or any of the Real Property
- 5.8 The execution of and the observance of the Borrower's obligations under this Deed does not and will not contravene any of the provisions of its constitution.
- 5.9 In relation to the Insurance Policies
 - (a) the Insurance Policies have not been amended, modified or cancelled and remain in full force and effect;

- (b) the Borrower has not done or omitted to do anything and no event or circumstance has occurred which has made or could make any Insurance Policy void, voidable, treated as if it had been entered into on different terms or subject to any suspension, restriction, limitation or an increased premium or which could entitle the insurer to reduce the amount to be paid on a claim or prevent the Lender from receiving any money payable under any Insurance Policy; and
- (c) the Borrower has not received any notification from its insurers that their liability under the Insurance Policies has been suspended, reduced, discharged or avoided.

5.10 The representations contained in this clause 5 are deemed to be repeated by the Borrower by reference to the facts and circumstances then existing on each day during the Security Period.

6. UNDERTAKINGS

6.1 General

- (a) The undertakings in this clause 6 remain in effect throughout the Security Period.
- (b) The Borrower must:
 - (i) maintain, preserve, protect and keep good and marketable title to the Real Property;
 - (ii) maintain and preserve the security created by or pursuant to this Deed and the first-ranking priority of such security; and
 - (iii) provide the Lender with any notices, reports, accounts, circulars and other documents relating to its Real Property promptly when they are received.
- (c) The Borrower must not:
 - (i) create or permit to subsist any Security Interest over the Real Property other than the security created by or pursuant to this Deed; or
 - (ii) either in a single transaction or in a series of transactions sell, transfer, licence, grant any option in respect of or otherwise dispose of all or any part of the Real Property or agree or attempt to do so

save that it is acknowledged between the parties that the Lender's period of holdover of part of Real Property pursuant to clause 17 of the Contract, the licences referred to at clause 12.6 of the Transfer of Part, the FBT, the Storage Licence and the granting of a cropping licence of part or parts of the Real Property to John Cartledge shall not be a breach of this clause.

6.2 Real Property obligations

The Borrower must:

- (a) keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this Deed in good and substantial repair and in good working order (except only for fair wear and tear) and renew and replace them when they become worn out or destroyed;

- (b) punctually pay or cause to be paid and keep the Lender indemnified against, all present and future rents, rates, taxes, levies, charges, duties, assessments, impositions and other outgoings assessed, charged or imposed upon or in respect of the Real Property and, when required, produce to the Lender proof of such payment;
- (c) ensure compliance with all laws, statutes, statutory instruments, regulations and by-laws for the time being in force and all notices, orders and requirements of any competent authority, and all directives and codes of practice affecting the Real Property and give effect to all arrangements which any such authority may direct or recommend;
- (d) complete any building operations with reasonable expedition and in compliance with all planning and byelaw consents or agreements entered into with a competent authority ;
- (e) observe and perform all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on it or affecting the Real Property or its use or enjoyment, and the Borrower must not take or omit to take any action of any kind whereby its interest or estate in the Real Property may be adversely affected;
- (f) permit the Lender to enter any of its Real Property, without prejudice to the powers conferred by this Deed and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same subject to compliance with any health and safety requirements of the Borrower;
- (g) promptly on receipt, provide to the Lender a copy of each professional valuation report it obtains in relation to the Real Property; and
- (h) notify the Lender, promptly on receipt, of any claim, notice or other communication received by it alleging non-compliance by it in relation to any matter referred to in this clause 6.

6.3 Real Property restrictions

The Borrower must not without the prior written consent of the Lender:

- (a) create any legal or equitable estate or interest (including any licence or sub-licence, or grant any interest or right relating to the use, occupation or possession) in or over the whole or any part of its Real Property (or purport to do so) or part with possession or ownership or allow any third party access to or the right to use any of its Real Property save that it is acknowledged between the parties that the Lender's period of holdover of part of Real Property pursuant to clause 17 of the Contract, the licences referred to at clause 12.6 of the Transfer of Part, the FBT, the Storage Licence and the granting of a cropping licence of part or parts of the Real Property to John Cartledge shall not be a breach of this clause and the consent of the Lender is not required;
- (b) exercise any power of leasing of the Real Property or grant any licence to assign or underlet;

- (c) construct any building or make any structural alteration of the Real Property or, except in the ordinary course of repair, replacement or improvement, at any time sever, remove or dispose of any fixture on it;
- (d) enter into onerous or restrictive obligations affecting its Real Property or create or permit to arise any overriding interest or any easement or right in or over it; or
- (e) alter, pull down, remove or dispose of any of buildings, plant, machinery, fixtures, fittings on the Real Property except in the ordinary course of repair, maintenance or improvement.

6.4 Insurance

The Borrower must:

- (a) insure and keep insured all of the Real Property against loss or damage by fire and other usual risks and such other risks as the Lender may reasonably require to its full replacement value from time to time with a reputable insurer;
- (b) to the extent not provided to the Lender on or prior to the date of this Deed, provide the Lender with copies of the Insurance Policies promptly upon coming into possession of any of them;
- (c) comply with the terms of the Insurance Policies;
- (d) promptly, and in any event no later than their due date, pay all premiums required for keeping up the Insurance Policies and if the Lender so requires deliver to the Lender within 7 days of written request copies of the receipts for all such premiums;
;
- (e) renew each Insurance Policy in good time prior to its expiry date;
- (f) if any of the Insurance Policies becomes void or voidable, immediately at its own cost, effect a new Insurance Policy of the same value as the void or voidable Insurance Policy provided it is available on the insurance market;
- (g) if any of the Insurance Policies are suspended, immediately at its own cost, effect a new Insurance Policy of the same value as the suspended Insurance Policy for the duration of the suspension;
- (h) ensuring that mortgagee or chargee interests are automatically on each Insurance Policy and procure that the Lender is first loss payee (other than in respect of any claim under any public liability and third-party liability insurances) under each Insurance Policy;
- (i) use reasonable endeavours to procure that each Insurance Policy effected or maintained by it or any person on its behalf: ;
 - (i) contains terms ensuring that such Insurance Policy cannot be avoided or vitiated as against the Lender as a result of any act or default of any other insured party or any non-disclosure, misrepresentation or breach of any policy term or condition on the part of any other insured party;

- (ii) advise the Lender of any proposed cancellation of any Insurance Policy due to non-payment of premium at least 30 days before the cancellation is due to take effect; and
- (iii) if, in relation to any Insurance Policy, the insurance cover is to be reduced or any insured risks are to be restricted, advise the Lender at least 30 days before the reduction or restriction is due to take effect; and
- (j) ensure that all proceeds of any of the Insurance Policies will be paid immediately to the Lender upon receipt and applied towards making good the loss or damage in respect of which the money was received or, at the option of the Lender after the security created by or pursuant to this Deed becomes enforceable, towards the discharge of the Secured Amounts.
- (k) pay all money it may receive that relates to the Real Property in respect of any Insurance Policy to the Lender immediately upon receipt and, pending such payment, hold all money so received upon trust for the Lender.

6.5 The Borrower must not do, or omit to do, any act or commit any default by which any Insurance Policy may become void, voidable, treated as if it had been entered into on different terms or subject to any suspension, restriction, limitation or an increased premium or which could entitle the insurer to reduce the amount to be paid on a claim or prevent the Lender from receiving any money payable under any Insurance Policy.

7. NOTIFICATION OF EVENTS OF DEFAULT

On becoming aware of any Event of Default, the Borrower must immediately give the Lender notice in writing of that occurrence.

8. PERFECTION OF SECURITY

8.1 Document delivery and other steps to perfect security

- (a) The Borrower must, immediately upon the execution of this Deed execute and deliver to the Lender (at the Borrower's expense) in such form and substance as the Lender may reasonably require:
 - (i) all documents required to perfect the security created, or purported to be created, by or pursuant to this Deed (including any documents required in connection with any registration formalities); and
 - (ii) any notices to any third party of this Deed or any of the assignments contained in this Deed.
- (b) The Borrower must take all such other action as is available to it as may be necessary or as may reasonably be requested by the Lender to create, perfect, protect or maintain the security created, or purported to be created, by or pursuant to this Deed or to vest title to any of its Real Property in the Lender or its nominee or any purchaser, or to facilitate the realisation of any of the Real Property under

this Deed or the exercise of any of the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law, including:

- (i) making all filings and registrations with and paying all taxes and duties to the appropriate authorities (including Companies House and HM Land Registry); and
- (ii) making an application or consenting to an application being made by the Lender to HM Land Registry for the following restriction (in Standard Form P) to be placed on the Proprietorship Register of the Borrower's Real Property:

'No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 29 September2023 in favour of John Foster Yeoman referred to in the charges register or their conveyancer'.

9. FURTHER ASSURANCE

- 9.1 The Borrower must, if requested by the Lender, execute in favour of the Lender (or as the Lender directs) any further legal or other assignments or mortgages of, or charges on, the Real Property which the Lender requires to secure the payment and discharge of the Secured Amounts.
- 9.2 The assignments, mortgages or charges must be prepared by or on behalf of the Lender at the cost of the Borrower and must contain any provisions which the Lender reasonably requires.

10. ENFORCEMENT

- 10.1 The security created by or pursuant to this Deed becomes immediately enforceable at any time after the occurrence of an Event of Default.
- 10.2 After the security created by or pursuant to this Deed becomes enforceable, the Lender may in its absolute discretion enforce all or any part of this Deed in any manner it sees fit.

11. APPOINTMENT AND POWERS OF A RECEIVER

- 11.1 At any time:
 - (a) after the security created by or pursuant to this Deed has become enforceable; or
 - (b) if so requested by the Borrowerthe Lender may appoint by writing any person to be a Receiver of all or any part of the Real Property.
- 11.2 Where more than one Receiver is appointed, they have power to act separately unless the Lender in the appointment specifies to the contrary.

- 11.3 The Lender may from time to time determine the remuneration of the Receiver.
- 11.4 The Lender may, subject to section 46 of the Insolvency Act 1986, remove the Receiver from the assets of which it is Receiver.
- 11.5 The appointment of a Receiver does not preclude:
- (a) the Lender from making any subsequent appointment of a Receiver over all or any of the Real Property over which a Receiver has not previously been appointed or has ceased to act; or
 - (b) a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with it.
- 11.6 A Receiver is the agent of the Borrower and the Borrower is solely liable for the Receiver's acts, defaults and remuneration, unless and until the Borrower goes into liquidation, or becomes bankrupt after which the Receiver acts as principal and does not become the agent of the Lender.
- 11.7 A Receiver has, and may exercise in relation to the Borrower, all the powers set out in Schedule 1 to the Insolvency Act 1986, and in particular, by way of addition and without limiting those powers, and without prejudice to the powers of the Lender, a Receiver has power either in its own name or in the name of the Borrower:
- (a) in connection with any sale or other disposition of the Real Property of which they are appointed, to receive the consideration for the sale in a lump sum or in instalments;
 - (b) to grant options, licences or any other interests in the Real Property;
 - (c) to do all other acts and things which it may consider desirable or necessary for realising any of the Real Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law; and
 - (d) to exercise in relation to the security created by or pursuant to this Deed all the powers, authorities and things which it would be capable of exercising if it was the absolute beneficial owner of any such security.
- 11.8 Neither the Lender nor any Receiver is liable:
- (a) for any loss, however caused, arising out of:
 - (i) any sale or other disposal of any of the Real Property and whether or not a better price could or might have been obtained by deferring or advancing the date of such sale or other disposal; or
 - (ii) the exercise of or failure to exercise any of the Lender's powers under this Deed; or
 - (b) to account as mortgagee in possession for any of the Real Property.

- 11.9 Section 109 of the LPA 1925 does not apply to this Deed.
- 11.10 The Borrower, by way of security, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and any Receiver separately, to be the attorney of the Borrower with full power to appoint substitutes and to delegate, for the Borrower in its name and on its behalf, and as its act and deed or otherwise, to execute, deliver and otherwise perfect any document, or perform any act:
- (a) that may be required of the Borrower under this Deed and that the Borrower has failed to do within 5 days of being notified by the Lender that it is required; or
 - (b) that may be deemed by the attorney necessary or desirable for any purpose of this Deed (including, after the security created by or pursuant to this Deed has become enforceable, to transfer legal ownership of any of the Real Property).
- 11.11 Without prejudice to the generality of clause 11.10, the Borrower covenants with the Lender and separately with any Receiver to ratify:
- (a) all transactions entered into by any attorney in the proper lawful exercise of its powers in accordance with this Deed; and
 - (b) all transactions entered into by any attorney in signing, sealing or delivering any deed, assurance or document, perfecting any Security Interest or performing any act, in each case in the proper exercise of its powers in accordance with this Deed.

12. OTHER POWERS EXERCISABLE BY THE LENDER

- 12.1 All powers of a Receiver conferred by this Deed may be exercised by the Lender after the security created by or pursuant to this Deed has become enforceable, whether as attorney of the Borrower or otherwise, and whether or not a Receiver has been appointed.
- 12.2 The Lender or any manager or officer of the Lender is irrevocably empowered to receive all receivables and claims that may be assigned to the Lender under this Deed, on payment to give an effectual discharge for them, on non-payment to take and institute if the Lender in its sole discretion so decides all steps and proceedings either in the name of the Borrower or in the name of the Lender for their recovery, and to agree accounts and to make allowances and to give time to any surety. The Borrower undertakes to ratify and confirm whatever the Lender or any manager or officer of the Lender shall do or purport to do under this clause 12.
- 12.3 The Lender is not obliged to:
- (a) make any enquiry as to the nature or sufficiency of any sums received by it in respect of any receivables or claims assigned to it under this Deed or pursuant to any of the Real Property;
 - (b) make any claim or take any other action under this Deed; or
 - (c) collect any money or enforce any of its other rights under this Deed.
- 12.4 The Lender has no obligation under the Insurance Policies and has no liability in the event of failure by the Borrower to perform its obligations under the Insurance Policies.

13. POWERS OF SALE, LEASING, ACCEPTING SURRENDERS AND SEVERANCE

- 13.1 Section 103 of the LPA 1925 does not apply to this Deed, but the statutory power of sale, as between the Lender and a purchaser from the Lender, arises on, and is exercisable at any time after, the execution of this Deed. However, the Lender must not exercise that power of sale until the security created by or pursuant to this Deed become enforceable, or a Receiver has been appointed, but this provision does not affect a purchaser or require a purchaser to ask whether a demand or appointment has been made.
- 13.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender by virtue of this Deed extend so as to authorise the Lender (whether in its own name or that of the Borrower) after the security created by or pursuant to this Deed has become enforceable, to grant leases of any of the Real Property on whatever terms and conditions as the Lender thinks fit.
- 13.3 The Borrower must not, in connection with the Real Property, exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the LPA 1925 or by common law without the Lender's prior written consent.
- 13.4 The statutory power of sale exercisable by the Lender is extended so as to authorise the Lender to sever any fixtures from any Real Property and sell them separately.

14. THIRD PARTIES

No person (including a purchaser or mortgagee) dealing with the Lender or any Receiver or any of their respective nominees or agents, is concerned to enquire:

- 14.1 whether the security created by or pursuant to this Deed has become enforceable;
- 14.2 whether any Receiver is validly appointed or acting within its powers;
- 14.3 whether any power exercised or purported to be exercised by the Lender or a Receiver has become exercisable;
- 14.4 whether any of the Secured Amounts remain due;
- 14.5 as to the necessity or expediency of any stipulations or conditions subject to which the sale of any Real Property is made, or otherwise as to the propriety or regularity of the sale of any Real Property; or
- 14.6 how any money paid to the Lender or a Receiver, or their respective nominees or agents, is applied.

15. CONSOLIDATION OF MORTGAGES

The restrictions on consolidation of mortgages contained in section 93 of the LPA 1925 does not apply to this Deed.

16. RIGHTS OF LENDER OR RECEIVER TO REMEDY BREACH

If the Borrower defaults in its performance of any of the undertakings under clause 6 or other obligations in this Deed, the Lender or any Receiver may (but is not obliged to) do whatever may reasonably consider to be necessary to rectify the default or protect the Lender's interest under this Deed (including, if applicable, entering the Real Property without becoming liable as mortgagee in possession) at the expense of the Borrower.

17. APPLICATION OF RECOVERIES BY A LENDER OR A RECEIVER

17.1 Any money received under this Deed must, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

- (a) in payment of the remuneration of the Receiver under or in connection with this Deed and the costs of realisation incurred by the Lender and/or the Receiver including all costs, charges and expenses of or incidental to any exercise of any power conferred by this Deed;
- (b) in or towards the payment of any debts or other amounts which are by statute made payable in preference to the Secured Amounts to the extent that those debts or other amounts are made so payable;
- (c) in or towards satisfaction of the Secured Amounts in the order which the Lender determines, in its absolute discretion; and
- (d) as to the surplus, if any, to the Borrower or to anyone else entitled to it.

17.2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Amounts, place and keep to the credit of an interest-bearing separate or suspense account any money received, recovered or realised by the Lender under or in connection with this Deed for so long and in such manner as the Lender may determine without any intermediate obligation on its part to apply the same or any part of such money in or towards the discharge of any of the Secured Amounts.

18. DEFAULT INTEREST

If the Borrower fails to make any payment due under this Deed on its due date, interest on the unpaid amount will accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment) at a rate of 2% above the Interest Rate and the Borrower undertakes to pay any such interest to the Lender immediately on demand by the Lender.

19. COSTS, EXPENSES AND INDEMNITY

19.1 The Borrower must, within 10 Working Days of demand by the Lender, pay to the Lender all Costs incurred by the Lender arising at any time in connection with;

- (a) the discharge of this Deed (or the security created by or under it) including pursuant to clauses 8 and 9; and/or

- (b) responding to, considering or implementing any request for a consent, amendment or waiver to this Deed.

19.2 The Borrower must, within *10 Working Days* of demand by the Lender, pay to the Lender all Costs incurred by or on behalf of the Lender arising at any time as a result of or in connection with:

- (a) an Event of Default;
- (b) taking proceedings for, or recovering, any of the Secured Amount; or
- (c) the preservation and/or enforcement of any of the rights of the Lender under this Deed.

20. NOTICES

20.1 Any notice or other communication given by a party under this Deed must:

- (a) be in writing; and
- (b) be signed by or on behalf of the party giving it; and
- (c) delivered by hand, by pre-paid first class post or other next working day delivery service.

20.2 Notices must be sent to:

- (a) Lender: Attention: John Foster Yeoman at Lodge Hill Manor, Downhead, Shepton Mallet BA4 4LG with a copy Loxley Solicitors Limited, Langford Mill, Kingswood, Wotton under Edge, GL12 8RL (quoting reference 13274/1); and
- (b) Borrower: Attention: Company Secretary at: Aggregate Industries UK Limited, Bardonia Hill, Copt Oak Road, Markfield, Leicestershire, LE67 9PJ.

20.3 A party under this Deed may change any of its details given in clause 20.2 by giving not less than *5 Working Days'* notice to the other party.

20.4 Notices may be given and are deemed received:

- (a) by hand: on delivery;
- (b) by pre-paid first class recorded signed for post: at *9.00 am* on the *2nd Working Day* after posting; and

20.5 This clause 20 does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

20.6 A notice given under this Deed is not validly served if sent by email or fax.

21. ENFORCEABILITY

Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions is not affected or impaired.

22. REDEMPTION OF SECURITY AND RELEASES

Subject to and without prejudice to clause 23, on the irrevocable and unconditional payment and discharge in full of the Secured Amounts, the Lender must, at the request and cost of the Borrower:

22.1 take whatever action is necessary to release and cancel the security created by or pursuant to this Deed including but not limited to providing the Borrower with a duly executed and dated DS1 within 14 Working Days of payment;

22.2 procure the reassignment to the Borrower of the property and assets assigned to the Lender pursuant to this Deed;

in each case without recourse to, or any representation or warranty by, the Lender or any of its nominees.

23. CONDITIONAL DISCHARGE

23.1 Any release, settlement or discharge between the Lender and the Borrower is conditional upon no security, disposition or payment to the Lender by the Borrower or any other person in respect of the Secured Amounts being avoided, set aside, reduced or ordered to be refunded by virtue of any statutory provision relating to insolvency or liquidation or for any reason whatsoever.

23.2 If any such release, settlement or discharge is so avoided, set aside, reduced or ordered to be refunded, the liability of the Borrower under this Deed continues or is reinstated and the Lender may recover the value or amount of any such security, disposition or payment from the Borrower as if the release, settlement or discharge had not occurred.

24. LACK OF CAPACITY

If:

24.1 this Deed is executed by or on behalf of more than one person; but

24.2 any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason);

the remaining parties continue to be bound as if those who are not bound had not been parties to the security.

25. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

26. THIRD PARTIES

Unless expressly stated, nothing in this Deed confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

27. GOVERNING LAW AND JURISDICTION

27.1 This Deed and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including any non-contractual dispute or claim) is governed by, and must be construed in accordance with, the laws of England and Wales.

27.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or its formation (including non-contractual disputes or claims).

28. VAT

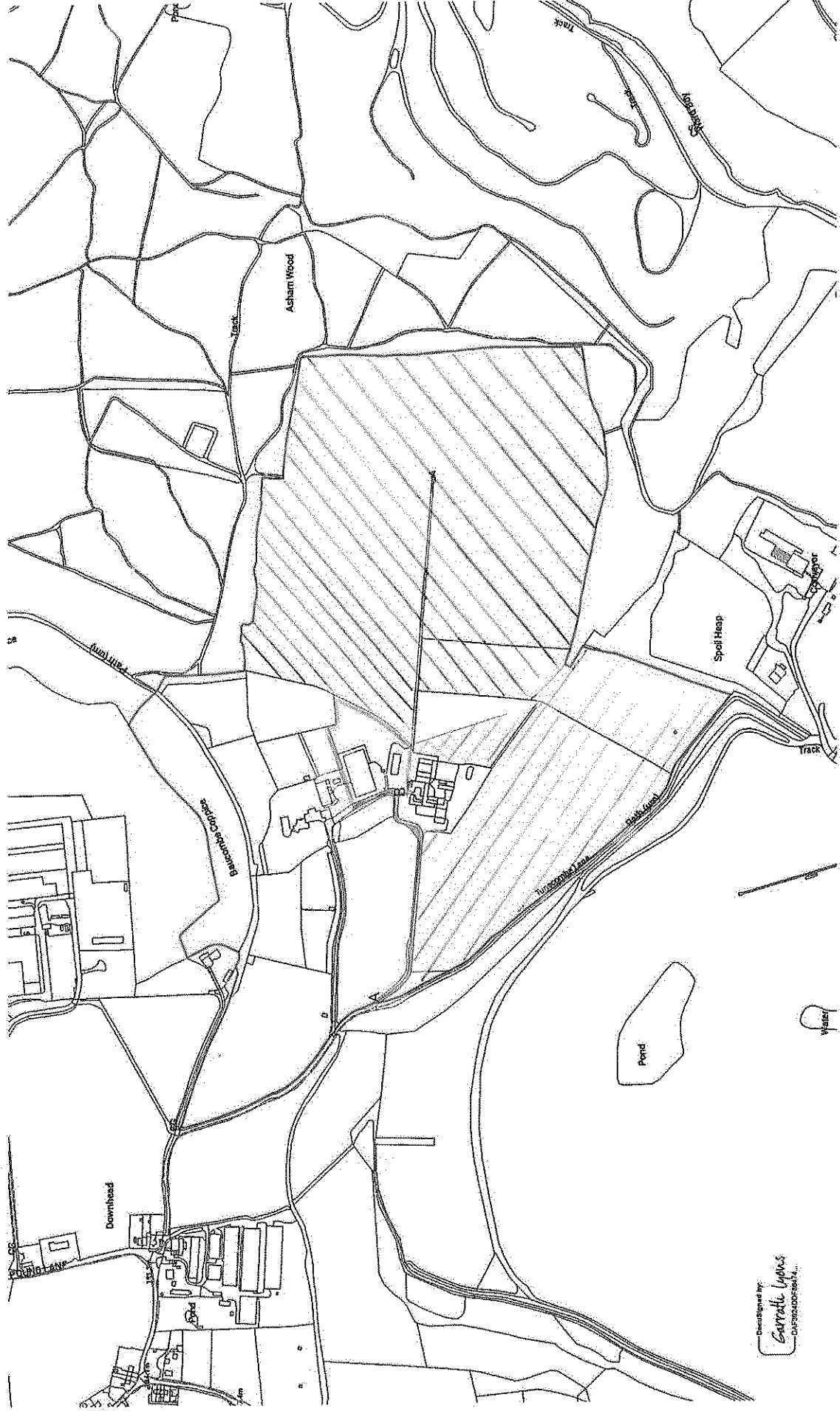
All sums save in respect of the Principal payable under this Deed are exclusive of VAT and the Borrower must in addition pay any VAT chargeable or payable in respect of the Secured Amounts or otherwise pursuant to this Deed.

Executed and delivered as a deed by the parties on the date of this Deed

SCHEDULE 1
REAL PROPERTY

The freehold Real Property (if any)

Name / Description	Title number	<i>Other information</i>
Lodge Hill Farm, Downhead, Shepton Mallet, Somerset	to be assigned by the Land Registry	Shown edged red on the plan attached to this deed but excluding the land edged blue



Designed by
Garrett Lyons
012345678910...

100 m
Scale 1:5000 (on A3)
N

Signed as a deed by JOHN FOSTER YEOMAN	
In the presence of		
Witness signature:	
Name (BLOCK CAPITALS):		
Address		
Occupation:		
		DocuSigned by: <i>Garrath Lyons</i> DAF39240BF68474.....
Executed as a deed by AGGREGATE INDUSTRIES UK LIMITED acting by a director in the presence of:		Director
Witness Signature: <i>Sarah Pervin</i> 64AF202268474.....	
Name (BLOCK CAPITALS): Sarah Pervin		I confirm that I was physically present when Garrath Lyons signed this deed.
Address: Bardon Hill,		
Occupation: Coalville, [[occupation]] Leicestershire, LE67 1TL		

Appendix A – Agreed form of FBT

Dated _____ 2023

FARM BUSINESS TENANCY

between

AGGREGATE INDUSTRIES UK LIMITED (1)

and

JOHN FOSTER YEOMAN (2)

Ref: ARB/LW/13274/1
Loxley Solicitors Limited
www.loxleylegal.com
Tel: 01453 700620
Fax: 01453 700183

Loxley 

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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

WS38681

LR3. Parties to this lease

Landlord

AGGREGATE INDUSTRIES UK LIMITED

Bardon Hill, Copt Oak, Markfield, Leicestershire, LE67 9PJ

Company Registration Number: 00245717

Tenant

JOHN FOSTER YEOMAN

Lodge Hill Manor, Downhead, Shepton Mallet BA4 4LG

Other parties

None

Guarantor

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Holding" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

The Tenant is under an obligation to surrender the lease in respect of any part or parts of the Property in the circumstances specified in clause 25 of this lease.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in clause 3 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable.

THIS LEASE is dated

PARTIES

- (1) AGGREGATE INDUSTRIES UK LIMITED incorporated and registered in England and Wales with company number 00245717 whose registered office is at Bardon Hill, Copt Oak, Markfield, Leicestershire, LE67 9PJ (the **Landlord**).
- (2) JOHN FOSTER YEOMAN of Lodge Hill Manor, Downhead, Shepton Mallet BA4 4LG (the **Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

AA 2020 Agriculture Act 2020.

Accessway the accessway forming part of the Landlord's Neighbouring Property shown coloured orange on Plan 1.

Act of Insolvency

- (a) the making of an application for a bankruptcy order, the presentation of a bankruptcy petition or the making of a bankruptcy order against the Tenant;
- (b) the taking of any step in connection with any voluntary arrangement or any other composition or arrangement for the benefit of any creditors of the Tenant;
- (c) the appointment of a receiver or interim receiver in relation to any assets of the Tenant; or
- (d) any distress, execution, sequestration, use of the procedure in Schedule 12 to the Tribunals, Courts and Enforcement Act

2007 or other similar process affecting any assets of the Tenant that is not fully discharged within 14 days.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Annual Rent	rent at £1 (One Pound) per annum
APHA	the Animal and Plant Health Agency and any other body discharging similar functions from time to time.
ATA 1995	Agricultural Tenancies Act 1995.
Basic Payment Scheme	the basic payment scheme as defined in section 7 of the Agriculture Act 2020 and any similar substituted scheme, including any such scheme established under the AA 2020 and any statutory instrument enacted under the AA 2020 and any subsequent legislation including any legislation on De-Linking.
Biodiversity Net Gain	means an obligation to meet a biodiversity gain objective which is the subject of a planning permission granted in the UK in respect of any land in the UK as provided for in Schedule 7A to the Town and Country Planning Act 1990
Carbon Credits	carbon offsetting, credits and/or permits that allow the owner to emit a certain amount of carbon dioxide or other greenhouse gases or which mitigate environmental impacts and show the amount of carbon dioxide or other greenhouse gases which have been removed

Conservation Covenants	means conservation covenant(s) as described in Part 7 of the Environment Act 2021
Cross Compliance Conditions	the statutory management requirements and the standards for good agricultural and environmental condition of land for the current claim years as published by the RPA or any substituted regulations made by the UK government as a result of the UK leaving the EU under the AA 2020 or any other legislation implementing acts and laws and all subordinate legislation, guidance and codes of practice made from time to time under them and any similar replacement or similar additional conditions requirements and standards applicable to the Holding.
Contractual Term	a term of 10 years beginning on, and including the date of this lease and ending on, and including [].
Defra	the Department for Environment, Food and Rural Affairs and any successor ministry or department.
De-Linking	the proposed change to payments currently made under the Basic Payment Scheme whereby such payments will be de-linked from the Basic Payment Scheme and no longer dependent upon the occupation of land but will be paid to the recipient according to such regulations as are to be determined by Defra.
Entitlements	the payment entitlements for payment under the Basic Payment Scheme in so far as they relate to the Property and any similar replacement entitlement and other entitlements accrued for this plot of land whether delinked or otherwise as established by the AA 2020 but only to the extent that any entitlements remain transferable.
Environmental Land Management Scheme	the schemes through which public funds will be paid to farmers (and others) for managing their land as defined in Clause 1 of the AA 2020 and to be specifically defined in subsequent legislation including any scheme operating under a Rural Development Programme implemented under

Council Regulation (EU) 1305/2013 and any management agreement, arrangement or scheme which provides for the payment of any grant or subsidy, or the provision of any other type of payment, concession or advantage for the Holding or its use or management.

Genetically Modified Organisms has the meaning set out in section 106 of the Environmental Protection Act 1990 and also includes:

all organisms containing genes or other genetic material that have been artificially modified or inherited or

genes or other genetic material that has been artificially modified and then inherited directly from other organisms

inherited or otherwise derived from genes or other genetic material which were so modified, or

organisms created by non-natural processes involving manipulation of genomes or combinations of genomes deriving from more than one species.

Group Company means a company incorporated in and with a principal place of business in the United Kingdom which is a subsidiary or holding company (as defined in the Companies Act 2006 Section 1159) of the Landlord or a company in respect of which the Landlord holds an interest in shares (directly or indirectly) (as defined in the Companies Act 2006 Section 820 and Schedule 1) conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company.

Holding the land at Lodge Hill Farm, Downhead, Shepton Mallett, Somerset as shown coloured pink on Plan 1.

Holdover Right the right of holdover contained in clause [] of a contract for sale of the Holding and the Landlord's Neighbouring Property dated [] 2023 and made between (1) the Tenant and (2) the Landlord.

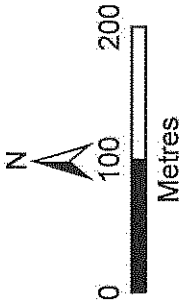
IPT	Insurance Premium Tax chargeable under the Finance Act 1994 and any similar replacement tax and any similar additional tax.
Landlord's Neighbouring Property	each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Lodge Hill Manor, Downhead, Somerset, BA4 4LG shown edged red on Plan 1 but excluding the Holding.
Natural Capital	that part of nature which directly or indirectly underpins value to people, including ecosystems, species, freshwater, soils, minerals, the air and oceans, as well as natural processes and functions.
Natural Capital Scheme	a scheme for the provision of Natural Capital including but not limited to schemes in relation to Biodiversity Net Gain, Conservation Covenants or Carbon Credits.
Notifiable Disease	any disease named in section 88 of the Animal Health Act 1981 or in any order made under it.
Permanent Grassland	land used to grow grasses or other herbaceous forage naturally (self seeded) or through cultivation (sown) and that has not been included in the crop rotation of the Holding for the last five years.
Permitted Use	use of the Holding for agricultural purposes only based on a conventional farming system of arable cropping and grass rotation.
Plan 1	the plan attached to this lease and labelled 'Plan 1'
Plan 2	the plan attached to this lease and labelled 'Plan 2'
Rent Payment Date	the date of this lease
Reservations	the exceptions and reservations set out in clause 4.
Rights	the ancillary rights granted in clause 3.



Legend

- Farm Boundary
- Mineral Block
- Area Retained by Seller
- Advance Tree Planting Belt
- FBT Area
- Access Track
- Right of Way Retained by Buyer
- Access Gate to be Installed to Point A

Plan 1



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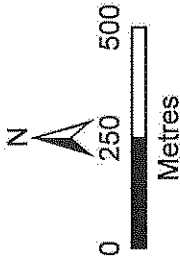
Torr Works			
Lodge Hill Farm			
Scale	1:5000	Drawing No	23.03.6280.TR-A.001
Sheet	A3	Version	V7
Rev	MC	MC	



Legend

 ATUK Ownership

Plan 2



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Torr Works

Ownership Plan - 2023

Scale	1:15000	Sheet	A3	Drawing No.	23-06-6280.TE.A-001
Date	19/06/2023	Version	V1	MC	JP

L.A.
Knights

RPA	the Rural Payments Agency responsible for the administration of the Basic Payment Scheme and any other payments which are substituted under the AA 2020 or subsequent legislation in England and any other body discharging similar functions from time to time.
Schedule of Condition	the schedule of condition attached to this lease and referred to in clause Error! Reference source not found..
Service Media	all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
Sustainable Farming Incentive Scheme	a type of Environmental Land Management Scheme under which farmers are paid to manage their land in an environmentally sustainable way or other similar or replacement scheme.
Tenant's Fixtures	any fixture belonging to the Tenant and affixed by the Tenant to the Holding.
Third Party Rights	all rights, covenants and restrictions affecting the Holding including the matters referred to at the date of this lease in the property and charges register of title number WS38681.
Torr Works	the land owned by a Group Company and shown edged blue on Plan 2, the Landlord's Neighbouring Property and any adjoining property in which the Landlord or a Group Company acquires an interest during the Contractual Term.
Tree Planting Area	that part of the Landlord's Neighbouring Property, being a 15 metre wide strip of land on the northern, eastern and southern boundaries of the Holding shown coloured green on Plan 1 to be used by the Landlord for the planting of trees and the creation and establishment of a tree belt.
VAT	value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Holding** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term and statutory continuation of this lease and a reference to the **end of the term** is to the end of the term however it ends.
- 1.7 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.13 A reference to **writing** and **written** excludes fax and email.
- 1.14 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.18 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.19 References to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 33.5.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Holding to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the Rights set out in clause 3, excepting and reserving to the Landlord the Reservations set out in clause 4, subject to the Third Party Rights and the Holdover Right.
- 2.3 The grant is made with the Tenant paying the Annual Rent to the Landlord, if demanded.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following Rights:
 - (a) the right to use and to connect into any Service Media that belong to the Landlord and serve (but do not form part of) the Holding which are in existence at the date of this lease or which are installed or constructed during the Contractual Term; and

- (b) the right to pass and repass over and along the Accessway with or without vehicles, animals and machinery for all purposes permitted under this lease.
- 3.2 The Rights are granted insofar as the Landlord is able to grant them and in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Landlord's Neighbouring Property and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Holding for the Permitted Use but not for any other purpose.
- 3.5 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.
- 3.6 The Landlord shall not be liable to the Tenant in respect of any:
 - (a) defective Service Media;
 - (b) obstruction of any drains, ditches or accessways caused by a third party; or
 - (c) any act or omission caused by any owner, tenant or occupier of neighbouring land, or any act, omission or representation caused or made by an agent or employee of the Landlord unless acting with the Landlord's express or implied authority.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord and the Landlord's Neighbouring Property notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Holding or loss of amenity for the Holding provided that they do not materially affect the use and enjoyment of the Holding for the Permitted Use:
 - (a) the right to enter into any Natural Capital Scheme but only insofar as it does not materially obstruct, restrict or hinder the Tenant's ability to use the Holding for the Permitted Use;

- (b) the right to pass and repass over and along those parts of the Holding as are reasonably necessary with or without vehicles and machinery to plant and establish the Tree Planting Area (including the erection of a stockproof boundary fence within the Tree Planting Area) and thereafter to repair, maintain and renew the same (as applicable) but only in so far as it does not materially hinder the Tenant's ability to use the Holding for the Permitted Use and the Landlord shall make good any damage to Holding caused in the exercise of this right and pay reasonable and proper compensation for any crop damage, such compensation to be agreed between the parties;
- (c) the right to enter upon such parts of the Holding as are reasonably necessary with or without vehicles workmen and machinery to erect and thereafter to repair, maintain and renew a stockproof boundary fence on the boundary between the Holding and the Tree Planting Area PROVIDED THAT the Landlord shall make good any damage to Holding caused in the exercise of this right and pay reasonable and proper compensation for any crop damage such compensation to be agreed between the parties;
- (d) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (e) the right to enter and to use and to connect into Service Media at the Holding, which are in existence at the date of this lease or which are installed or constructed during the term PROVIDED THAT the Landlord shall make good any damage to Holding caused in the exercise of this right and pay reasonable and proper compensation for any crop damage such compensation to be agreed between the parties;
- (f) the right to re-route any Service Media at or serving the Holding or re-route any means of access to or egress from the Holding PROVIDED THAT the Landlord shall make good any damage to Holding caused in the exercise of this right and pay reasonable and proper compensation for any crop damage such compensation to be agreed between the parties;
- (g) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property which the Landlord already owns or in which the Landlord acquires an interest during the term as the Landlord thinks fit;

- (h) the right to build on or into any boundary structure on the Holding in connection with any of the Reservations PROVIDED THAT the Landlord shall make good any damage to Holding caused in the exercise of this right and pay reasonable and proper compensation for any crop damage such compensation to be agreed between the parties;
- (i) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Holding along with the right to authorise agents of the grantee to enter the Holding with or without vehicles, plant and machinery and carry out works on the Holding, at the grantee's or Landlord's cost, which may be required under those agreements, the person exercising such rights making good all damage thereby caused or paying reasonable and proper compensation to the Tenant for such damage and any crop damage, and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Holding;
- (j) the right to enter the Holding in the last three months of the term to affix and maintain on suitable parts of the Holding any "For Sale" or "To Let" signs and to show prospective tenants or buyers around the Holding;
- (k) the exclusive right to all treasure or archaeological artefacts discovered on the Holding; and
- (l) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay, gravel and turf on, in or under the Holding.

4.2 The Landlord reserves the right to enter the Holding:

- (a) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Holding.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

- 4.4 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Holding at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Holding for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:
- (a) physical damage to the Holding; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Holding and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Rights.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Holding in accordance with its terms.

6. ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent by one instalment on the Rent Payment Date, if demanded.
- 6.2 There will be no review of the Annual Rent during the term and Part II of the ATA 1995 will not apply.

7. INSURANCE

- 7.1 The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Holding with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than ten million pounds or such higher sum as the Landlord may from time to time direct in writing, and the Tenant shall ensure that the interest of the Landlord is noted on the policy and shall,

on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

8. COMMON ITEMS

- 8.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of the Accessway and all Service Media, structures and other items used or capable of being used by the Holding in common with other land.
- 8.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of the Accessway and any of those Service Media, structures or other items.

9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Holding, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes (other than VAT and IPT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any rates, taxes or other impositions are payable in respect of the Holding together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 9.3 The Tenant shall not make any proposal to alter the rateable value of the Holding or that value as it appears on any draft rating list, without the approval of the Landlord.
- 10. UTILITIES**
- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Holding. If any of those costs are payable in relation to the Holding together with other property, the Tenant shall pay a fair proportion of all those costs.

10.2 If the Tenant allows, either by default of payment or by specific instruction, for any service or utility to be disconnected, the Tenant shall pay all costs associated with reconnection.

10.3 The Tenant shall comply with all laws of the relevant suppliers relating to the use of any services or utilities.

11. COSTS

11.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted.

11.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

12. ASSIGNMENT AND UNDERLETTING

12.1 The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of the whole or any part of this lease or the Holding or enter into any partnership, share-farming agreement, contract-farming agreement, management agreement or any shared occupation agreement affecting the whole or any part of the Holding, or grant any right or licence over the whole to any part of the Holding in favour

of any other person or allow any other persons to enjoy the use or benefit of the whole or any part of the Holding except as expressly permitted in clause 12.2.

12.2 The Tenant may:

- (a) enter into a contract farming agreement in respect of the whole or any part of the Holding Provided That such agreement contains provisions that allows the Tenant to terminate the agreement on less than 12 months' notice in order that the Tenant is able to comply with his obligation to provide vacant possession of the whole or part of the Holding (as applicable) upon which the Landlord has served notice on pursuant to clause 25 of this Lease;
- (b) enter into a cropping licence in respect of the whole or any part of the Holding for a period of not more than 12 months Provided That such agreement contains provisions that allows the Tenant to terminate the agreement on less than 12 months' notice in order that the Tenant is able to comply with his obligation to provide vacant possession of the whole or part of the Holding (as applicable) upon which the Landlord has served notice on pursuant to clause 25 of this Lease and no relationship of landlord and tenant is established by such agreement; or
- (c) sublet the whole or any part of the Holding pursuant to the terms of a farm business tenancy for a fixed term of less than 2 years and which includes a landlord's break clause in relation to the whole of any part or parts of the farm business tenancy upon giving the sub-tenant not more than 3 months' written notice.

13. ENVIRONMENTAL LAND MANAGEMENT SCHEMES

- 13.1 The Tenant may enter into a Sustainable Farming Incentive Scheme without the Landlord's consent.
- 13.2 The Tenant may with the Landlord's prior written consent enter into other Environmental Land Management Schemes, including but not limited to countryside stewardship plus, landscape recovery or local nature recovery, any grant scheme management agreement or other arrangement under which the use and/or management of the Holding is restricted.
- 13.3 In the event the Landlord intends to enter or enters into a Natural Capital Scheme in accordance with clause 4.1(a) of this lease, the Tenant shall provide all reasonable co-operation and enter into any documentation reasonably required by the Landlord in

respect of the Natural Capital Scheme PROVIDED THAT the Tenant's reasonable and proper costs associated with the same are paid by the Landlord.

14. ALTERATIONS

14.1 The Tenant shall not, without the Landlord's prior written consent:

- (a) alter, remove, or make any additions to the Holding;
- (b) erect any building or other items of fixed equipment on, in, over or under the Holding;
- (c) make any improvements to the Holding; and
- (d) alter or remove any fences, hedges, gates, ditches or watercourses forming the boundaries of the Holding.

15. USE AND MANAGEMENT OF THE HOLDING

The Tenant shall comply with the obligations in Schedule 1.

16. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

16.1 The Tenant shall not grant any right, or licence over the Holding to a third party, except those permitted by clause 12.

16.2 If a third party makes or attempts to make any encroachment over the Holding or takes any action by which a right may be acquired over the Holding, the Tenant shall:

- (a) promptly on becoming aware, inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

16.3 The Tenant shall not obstruct the flow of light or air to the Holding nor obstruct any means of access to the Holding.

16.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Holding or that the means of access to the Holding is enjoyed with the consent of any third party.

16.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Holding or obstruct the means of access to the Holding, the Tenant shall:

- (a) promptly inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

17. PLANNING

17.1 The Tenant shall not apply for any planning permission for the Holding.

17.2 The Tenant shall not change the use of any part of the Holding.

18. COMPLIANCE WITH LAWS

18.1 The Tenant shall comply with all laws and government recommendations relating to:

- (a) the Holding and the occupation and use of the Holding by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Holding whether or not used or operated;
- (c) any works carried out at the Holding; and
- (d) all materials kept at or disposed of from the Holding.

18.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Holding whether by the owner or the occupier.

18.3 Without prejudice to the obligation on the Tenant to comply with all laws, the Tenant shall:

- (a) not commit or allow to be committed on or from the Holding or from the activities carried out on the Holding, any breach of the Environmental Protection Act 1990 or the Wildlife and Countryside Act 1981 or any other statutes, orders, bye-laws, regulations or codes relating to the protection of the environment or the preservation of protected species;

- (b) obtain and comply with all permits, licences, authorisations, approvals, conditions and restrictions affecting the Holding under the Environmental Protection Act 1990;
- (c) not pollute any watercourse, ground water or any water supply, and shall ensure that there is no breach on or from the Holding or from the activities carried out on the Holding of the Water Industry Act 1991, the Water Resources Act 1991, the Water Resources (Control of Pollution) (Silage, Slurry and Agricultural Fuel Oil) (England) Regulations 2010 (*SI 2010/639*), Sludge (Use in Agriculture) Regulations 1989 (*SI 1989/1263*) or any other legislation relating to water and, if any such breach occurs, the Tenant shall promptly on becoming aware inform the Landlord and shall take all reasonable and practicable steps necessary to contain the breach and remediate its effect in compliance with all laws and all reasonable requirements of the Landlord;
- (d) obtain all necessary licences, environmental permits and consents (or operate within the terms of a relevant and appropriate exemption) for the discharge of effluent from the Holding, providing copies to the Landlord on request, and shall not breach the terms of any water abstraction licence in place on the Holding, if any;
- (e) not deposit, bury or otherwise dispose of any hazardous, toxic or potentially toxic waste or other dangerous substances, or redundant machinery, in, on, over or under the Holding;
- (f) ensure that all chemicals, fertilisers, sheep dips, pesticides and other similar items are stored and if appropriate are disposed of in accordance with all applicable laws;
- (g) comply with all applicable laws relating to health and safety and emissions and releases of any kind;
- (h) manage, deposit and dispose of any waste, including agricultural waste as defined by the Environmental Permitting (England and Wales) Regulations 2016 (*SI 2016/1154*), in accordance with the environmental permitting regime and all other laws relating to waste; and
- (i) if applicable, manage the Holding in accordance with any Nitrate Vulnerable Zone or any Nitrate Sensitive Area including the retention of all records required by the Nitrate Pollution Prevention Regulations 2015 (*SI 2015/669*) or the Nitrate

Pollution Prevention (Wales) Regulations 2013 (*SI 2013/2506*), and at the end of the term shall give the Landlord or such person as the Landlord may direct, such records for the period of five years preceding the end of the term.

18.4 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Holding or the Landlord's interest in the Holding (and whether or not served pursuant to any law), the Tenant shall:

- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
- (b) take all practicable steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

19. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Holding and loss of amenity of the Holding) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any undertenant or licensee or their respective workers, contractors or agents or any other person on the Holding with the actual or implied authority of any of them.

20. LAST YEAR CROPPING

20.1 In the last year of the term the Tenant shall:

- (a) farm and cultivate the Holding in accordance with the reasonable requirements of the Landlord;
- (b) use all reasonable endeavours to carry out all normal harvest cultivations in accordance with the rules of good husbandry and with all reasonable speed; and
- (c) on receipt of reasonable notice permit the Landlord and anyone authorised by the Landlord to enter the Holding directly after harvest to cultivate any land comprised in the Holding.

21. RETURNING THE HOLDING TO THE LANDLORD

21.1 At the end of the term the Tenant shall:

- (a) return the Holding to the Landlord in the repair and condition required by this lease;
- (b) remove from the Holding the Tenant's livestock, equipment, goods and all other personal possessions belonging to or used by the Tenant;
- (c) leave all hay, straw, roots and green crops then remaining unconsumed and all unused manure and compost properly stacked in some convenient place on the Holding; and
- (d) if requested by the Landlord, empty any slurry tanks using a properly regulated waste collecting organisation.

21.2 If the Tenant leaves on the Holding at the end of the term any of the Tenant's Fixtures, or any other buildings, fixed equipment or other items installed by or belonging to the Tenant, the Landlord shall have the right (subject to the Tenant's rights under the ATA 1995) to remove, destroy or otherwise dispose of them and the Tenant shall indemnify the Landlord against any cost incurred in the removal or disposal of them.

21.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items that the Tenant has fixed to the Holding and which have been left by the Tenant on the Holding for more than ten working days after the end of the term (subject to the Tenant's rights under the ATA 1995). The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

22. COMPENSATION FOR TENANT'S IMPROVEMENTS

22.1 The Tenant's Improvements listed in Schedule 2 are Tenant's improvements to which Part III of the ATA 1995 applies and for which the Tenant shall be entitled to receive compensation on termination of this lease.

22.2 Where a grant has been made or will be made to the Tenant out of public money in respect of a Tenant's Improvement which does not consist of a planning permission the amount of compensation payable by the Landlord shall be reduced by the proportion by which the amount of the grant bears to the total cost of providing the improvement.

22.3 Nothing in this lease will be deemed to give consent for planning permission under section 18 of the ATA 1995.

23. BASIC PAYMENT SCHEME/ENTITLEMENTS

- 23.1 The Entitlements belong to the Tenant.

24. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant that so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Holding without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

25. RESUMING POSSESSION

- 25.1 On giving the Tenant not less than 12 months' written notice, the Landlord may at any time, subject to the provisions of this clause, require the Tenant to surrender the whole or any part or parts of the Holding with vacant possession for the following purposes:

- (a) the carrying out of mineral extraction on the Holding; or
- (b) environmental/biodiversity offsetting on the Holding in connection with mineral operations at Torr Works.

- 25.2 On the expiry of any notice given under clause 25.1, the Tenant shall promptly (but not more than 10 working days after expiry of any such notice) execute a deed of surrender in such form as the Landlord shall reasonably require.

26. RE-ENTRY AND FORFEITURE

- 26.1 The Landlord may re-enter the Holding (or any part of the Holding in the name of the whole) at any time after any of the following occurs:

- (a) any breach of any condition of, or tenant covenant in, this lease;
- (b) an Act of Insolvency; or
- (c) the death of the Tenant.

- 26.2 If the Landlord re-enters the Holding (or any part of the Holding in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

27. Expert determination

- 27.1 Unless a dispute is required under the ATA 1995 to be referred to arbitration, any dispute arising out of or in connection with this lease shall be resolved by expert determination. Either the Landlord or the Tenant may serve notice on the other requesting that the dispute is determined by an Expert. If the parties cannot agree that the dispute be determined by an Expert, the dispute will be determined by an arbitrator in accordance with clause 28.
- 27.2 If the Landlord and Tenant agree that a dispute is to be determined by an Expert, they shall agree on the appointment of the independent Expert and shall agree with the Expert on the terms of the appointment.
- 27.3 The Expert is required to prepare a written decision (which shall include his reasons for coming to that decision) and give notice (including a copy) of the decision to the Landlord and the Tenant within a maximum of three months of the matter being referred to the Expert.
- 27.4 If the Expert dies or becomes unwilling or incapable of acting or does not deliver the decision within the time required by this clause then:
- (a) the Landlord and the Tenant shall agree to discharge the Expert and appoint a replacement Expert; and
 - (b) this clause shall apply to the new Expert as if they were the first Expert appointed.
- 27.5 The Landlord and Tenant are entitled to make submissions to the Expert including oral submissions and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 27.6 To the extent not provided for by this clause, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as the Expert considers just or appropriate, including (to the extent the Expert considers necessary) instructing professional advisers to assist the Expert in reaching a decision.
- 27.7 The Landlord and Tenant shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other reasonably requires making a submission under this clause.
- 27.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the dispute which may include any issue involving interpretation of this lease, or the Expert's

jurisdiction to determine the matters and issues referred to the Expert and/or the Expert's terms of reference. The Expert's written decision on the matters referred to the Expert shall be final and binding on the parties in the absence of manifest error, actual or apparent bias or fraud.

- 27.9 The Landlord and Tenant shall each bear their own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by the Expert in arriving at a determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Landlord and the Tenant equally or in such other proportions as the Expert shall direct.
- 27.10 All matters concerning the process and result of the determination by the Expert shall be kept confidential between the Landlord, the Tenant and the Expert.

28. Disputes referred to arbitration

If an expert is not appointed in accordance with clause 27, any dispute arising out of or in connection with this lease shall be referred to and finally resolved by arbitration under the Arbitration Act 1996. The Landlord and Tenant shall jointly refer the dispute to a single arbitrator. The arbitrator's decision on the dispute referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

29. SECTION 62 OF THE LAW OF PROPERTY ACT 1925 AND IMPLIED RIGHTS

- 29.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Holding or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

30. JOINT AND SEVERAL LIABILITY

- 30.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord 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.
- 30.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

- 30.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

31. CUSTOMS

The rights of the parties under this lease or otherwise in respect of the Holding shall not depend on or be affected by any custom of the country.

32. ENTIRE AGREEMENT

- 32.1 This lease 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.
- 32.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) before the date of this lease.
- 32.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Holding may lawfully be used for any purpose allowed by this lease.
- 32.4 Nothing in this clause shall limit or exclude any liability for fraud.

33. NOTICES

- 33.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an e-mail or fax is not in writing;
 - (b) given by leaving it at the proper address or sending it by pre-paid first-class post or other next working day delivery service at the proper address; and
 - (c) when given to the Landlord, sent to the address given in clause 33.3.
- 33.2 If a notice complies with the criteria in clause 33.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or

- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

33.3 The Landlord's address for service is Bardon Hall, Copt Oak Road, Markfield, Leicestershire, LE67 9PJ or such other address as the Landlord may notify to the Tenant from time to time.

33.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

33.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

33.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

34. GOVERNING LAW

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

35. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

36. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

37. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

38. FARM BUSINESS TENANCY

38.1 The Landlord and Tenant:

- (a) certify that before executing this lease the Landlord and the Tenant exchanged notices in accordance with section 1(4) of the ATA 1995;
- (b) confirm that the tenancy created by this lease is and shall remain a farm business tenancy; and
- (c) confirm that there is no agreement for lease to which this lease gives effect.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - Use and management of the Holding

- 1. USE AND MANAGEMENT OF THE HOLDING**
- 1.1** The Tenant shall only use the Holding for the Permitted Use and shall farm all or part of the Holding for the purposes of a trade or business throughout the term in compliance with section 1(2) of the ATA 1995.
- 1.2** The Tenant shall manage and cultivate the Holding in compliance with the Cross Compliance Conditions, and otherwise in accordance with the rules of good husbandry set out in section 11 of the Agriculture Act 1947, the terms of this lease, and the industry standards embodied in the Defra codes of good practice, and shall keep and, at the end of the term, leave the Holding in good heart and condition. For the avoidance of doubt, if the rules of good husbandry conflict with the Cross Compliance Conditions, the Cross Compliance Conditions will take priority.
- 1.3** The Tenant shall not use the Holding for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of any neighbouring property.
- 1.4** The Tenant shall notify the Landlord in writing within 48 hours after creating any charge on all or any of the Tenant's farming stock or other agricultural assets under the Agricultural Credits Act 1928 or any other similar enactment and on request to supply the Landlord with a copy of the charge.
- 1.5** The Tenant shall not:
 - (a) allow caravans, campers or travellers onto the Holding or allow the Holding to be used for storage containers, any advertisements or signs or any other non-agricultural use; or
 - (b) amalgamate fields or holding numbers issued by the RPA or Defra.
- 1.6** The Tenant shall not without the Landlord's prior written consent:
 - (a) keep or plant or cause to be kept or planted on the Holding any Genetically Modified Organisms;
 - (b) enter into any contracts with producers for growing specialist crops on the Holding;

- (c) break up, plough, convert into tillage or damage any part of the Holding that is Permanent Grassland, burn any heather or moorland on the Holding or remove any top soil, turf, stone or gravel from the Holding;
 - (d) take any part of the Holding out of agricultural use.
- 1.7 The Tenant shall not damage or remove any hedges, fences or other boundary features on the Holding, and shall not without the Landlord's prior written consent cut, lop, remove, fell or plant any hedges, fruit or other trees, coppice, saplings, pollard or underwoods.
- 1.8 The Tenant shall not destroy or harm any game (including pheasants, partridges, grouse, heath or moor game, black game and buzzards and their nests and eggs), or any wildfowl (including geese, ducks, guinea fowl and swans) or any other wild birds listed in Part I of Schedule 2 to the Wildlife and Countryside Act 1981, or any deer or fish and shall warn off unauthorised persons from molesting or destroying any such game, wildfowl, wild birds, deer or fish.
- 1.9 The Tenant shall not burn any vegetation on the Holding except in compliance with all applicable laws and with the Cross Compliance Conditions.
- 1.10 The Tenant shall:
 - (a) inform the Landlord and the APHA immediately of any outbreak or suspected outbreak of any Notifiable Disease of livestock;
 - (b) inform the Landlord of any plant pests or diseases that are classified as quarantine organisms and subject to statutory control;
 - (c) comply with any direction or recommendation from the APHA, any relevant statutory body or any reasonable request from the Landlord for the prevention or treatment of any disease notified under this clause;
 - (d) use all reasonable endeavours not to introduce any diseased animal or plant onto the Holding; and
 - (e) use all reasonable endeavours to keep the Holding free from disease, weeds, mole-heaps, moles, rabbits, rats and other vermin and any infestation by insects and other pests.

- 1.11 The Tenant shall use all reasonable care to ensure that timber, hedges and crops are not adversely affected during spraying and shall comply with the latest codes of best practice governing the use of pesticides.
- 1.12 The Tenant shall comply with all legislation controlling the pollution of water or ground water by any agricultural activity and shall comply with the terms of any water abstraction licence and any requirements of the Environment Agency. If any water abstraction licence is transferred to the Tenant, the Tenant will make any necessary applications and take any other action necessary to transfer any water abstraction licence back to the Landlord at the end of the term. The Tenant shall not:
- (a) breach the terms of any water abstraction licence in place on the Holding, and shall take all reasonable steps to maintain in force any such water abstraction licence;
 - (b) surrender any water abstraction licence in place on the Holding without the Landlord's prior written consent;
 - (c) permanently dam natural water supplies; or
 - (d) bore to obtain supplies of water for the purpose of irrigation of grassland or crops without the previous consent of the Landlord and the Environment Agency.

Schedule 2 - Tenant's Improvements

Improvements for which compensation will be payable

The following items are to be treated as Tenant's Improvements for which compensation will be payable:

NONE

Executed as a deed by

AGGREGATE

INDUSTRIES UK

LIMITED

.....

Director

acting by _____

a director, in the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Signed as a deed by **JOHN**
FOSTER YEOMAN in
the presence of:

.....

[Signature]

Signature of Witness:

Name of Witness:

Address of Witness:

Appendix B – Agreed form of Storage Licence

Knights

DATED

2023

(1) AGGREGATE INDUSTRIES UK LIMITED

and

(2) SAM CARVER AND JOHN FOSTER YEOMAN

STORAGE LICENCE RELATING TO LAND AT LODGE HILL MANOR

relating to part of the land situated at Lodge Hill Manor, Downhead,
Shepton Mallet, BA4 4LG

Knights
The Brampton
Newcastle-under-Lyme
Staffordshire ST5 0QW

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10. VAT 6

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12. Notices 6

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14. Governing law 7

SCHEDULE

Schedule - The [Building OR Storage Area]**Error! Bookmark not defined.**

THIS LICENCE is dated

2023

PARTIES

- (1) **AGGREGATE INDUSTRIES UK LIMITED** incorporated and registered in England and Wales with company number 00245717 whose registered office is at Bardon Hall, Copt Oak Roak, Markfield, Leicester, LE67 9PJ (**Licensor**);
- (2) **JOHN FOSTER YEOMAN** and **SAM CARVER OF** Lodge Hill Manor, Downhead, Shepton Mallet, BA4 4LG (**Licensee**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Accessway:	the track coloured green on the Plan, which can be used in common with all others having similar access or such other part of the Land to be used by the Licensee for the purposes of access to and egress from the Storage Area as designated by the Licensor from time to time (acting reasonably).
Access Hours:	the hours of 7.00 am to 7.00 pm Monday to Friday (inclusive) and 7.00am to 1.00pm on Saturdays.
Commencement Date:	from and including the date of this licence.
Goods:	anything stored in the Storage Area by the Licensee.
Land:	all that land and buildings known as Lodge Hill Manor, Downhead, Shepton Mallet, BA4 4LG and shown edged red on the Plan or such reduced or extended area as the Licensor may from time to time designate as comprising the Land.
Licence Fee:	a peppercorn (if demanded).
Licence Period:	the period from and including the Commencement Date until the date on which this licence is determined in accordance with the terms of this licence.
Necessary Consents:	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required for the Permitted Use.
Permitted Use:	the storage of goods, machinery and equipment.
Plan:	the plan attached to this licence marked "Plan".

Prohibited Goods:	any living creature or creatures, firearms, ammunition, explosives or fireworks, chemicals or fertilisers not agreed in writing by the Licensor, rubbish, waste, asbestos or any material of a potentially toxic or dangerous nature, illegal or illicit items or substances of any kind, compressed gases, paint, gas, petrol, oil, solvents or any combustible material.
Service Media:	all media for the supply or removal of electricity, water, sewage, and all other services and utilities and all structures, machinery and equipment ancillary to those media.
Storage Area:	the area forming part of the Licensor's Land shown edged [red] on the Plan and more particularly described in Schedule 1 or such other area as the Licensor shall determine from time to time (acting reasonably).
VAT:	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this licence, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless expressly provided otherwise in this licence, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to writing or written excludes fax and email.

- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.15 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.

2. LICENCE

- 2.1 Subject to the terms of this licence, the Licensor permits the Licensee:
 - (a) to use the Storage Area for the Licence Period and for the purposes of the Permitted Use only in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Storage Area for the Permitted Use);
 - (b) to pass and repass with or without vehicles over and along the Accessway at all times during the Access Hours subject to the restrictions in clause 4.2 to gain access to and egress from the Storage Area but not for any other purpose;
 - (c) to use the Service Media serving the Storage Area.
- 2.2 The Licensor and the Licensee acknowledge that:
 - (a) the Licensee shall use the Storage Area as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
 - (b) the Licensor retains control, possession and management of the Storage Area and the Licensee has no right to exclude from the Storage Area the Licensor, its employees or others authorised by the Licensor;
 - (c) this licence is personal to the Licensee and is not assignable and may only be exercised by the Licensee; and
 - (d) the Licensor, its employees and others authorised by the Licensor may enter the Storage Area for any purpose not inconsistent with the Licensee's use of the Storage Area for the Permitted Use.
- 2.3 The Licensor gives no undertaking to renew or extend the licence.

3. LICENCE FEE INVOICING AND PAYMENT

3.1 The Licensee shall pay:

- (a) to the Licensor the Licence Fee payable without any deduction in advance on the first day of each month and proportionately for any period of less than a month together with such VAT as may be chargeable on the Licence Fee; and
- (b) to the relevant suppliers all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Storage Area.

4. RESTRICTIONS ON USE

4.1 The Licensee shall use the Storage Area only for the purpose of the Permitted Use.

4.2 The Licensee must not store any Prohibited Goods in the Storage Area.

4.3 The Licensee must not obstruct the Accessway nor access to any part of the Licensor's Land.

4.4 The Licensee must not use the Accessway or the Storage Area for any illegal or immoral purpose or in such a manner as to cause damage to the Storage Area or to the Accessway or its surface nor in such a manner as to cause nuisance, disturbance or interference with the Licensor's Land or any neighbouring property or the occupiers or users of either of those.

4.5 The Licensee shall comply with:

- (a) any reasonable rules and regulations governing the Licensee's use of the Storage Area and the Accessway that the Licensor may make and notify to the Licensee in writing from time to time;
- (b) all requirements and recommendations of any suppliers of any services to the Storage Area (if any); and
- (c) all Necessary Consents affecting the Land so far as capable of being affected by their use of the Land.

4.6 The Licensee shall not assist encourage or tolerate any trespass on the Storage Area or Accessway and shall promptly report any incidents of the same to the Licensor (but without imposing any obligation on them to take remedial action).

5. MAINTENANCE OF THE AREA

5.1 The Licensee shall:

- (a) keep the Storage Area clean, tidy and clear of rubbish; and
- (b) at the end of the Licence Period leave the Storage Area in a clean and tidy condition and remove the Goods from the Storage Area.

6. ALTERATIONS AND ADDITIONS

The Licensee shall not make any physical alteration or addition to the Storage Area.

7. INSURANCE AND LIABILITY

7.1 The Licensee shall not do anything that may vitiate in whole or in part any insurance effected by the Licensor in respect of the Storage Area and the Licensor's Land.

7.2 The Licensor will not be liable for:

- (a) any damage to Goods stored in the Storage Area nor for any losses, claims, damages, costs or expenses or other liability incurred by the Licensee in relation to the storage of those Goods or their use of the Accessway; and
- (b) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, or other invitees to the Storage Area in the exercise or purported exercise of the rights granted by this licence.

7.3 Nothing in clause 7.2 shall limit or exclude the Licensor's liability for death or personal injury caused by their own negligence or that of their employees or agents nor any other matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. INDEMNITY

8.1 The Licensee shall indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

- (a) this licence;
- (b) the exercise of any rights given in this licence;
- (c) any breach of the Licensee's obligations in this licence; or
- (d) the escape of any Goods from the Storage Area or Accessway.

9. TERMINATION

9.1 This licence shall end on that date which is:

- (a) 6 months from and including the date of this licence; or
- (b) where the Licensee is desirous of continuing this licence beyond the initial 6 months' at (a) above (and the Licensee has given notice of the same in writing to the Licensor before the expiry of the initial 6 months), until such time that this licence may be terminated by either party upon not less than 3 months prior written notice given to the other.

9.2 The Licensor may terminate this licence immediately on written notice given by the Licensor to the Licensee at any time in respect of a breach of the licence by the Licensee or following the death of the Licensee.

9.3 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

10. VAT

10.1 All sums payable by the Licensee are exclusive of any VAT that may be chargeable. The Licensee shall pay VAT in respect of all taxable supplies made to it in connection with this licence on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

10.2 Every obligation on the Licensee, under or in connection with this licence, to pay the Licensor or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Licensor or other person, except to the extent that the Licensor or other person obtains credit for such VAT under the Value Added Tax Act 1994.

11. LICENCE NOT ASSIGNABLE

This licence is personal to the Licensee and cannot be assigned. The rights granted to the Licensee are only exercisable by them.

12. NOTICES

12.1 Except where this licence specifically states that a notice need not be in writing, any notice given under or in connection with this licence shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.

12.2 If a notice complies with the criteria in clause 12.1, whether or not this licence requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this licence.

13. THIRD PARTY RIGHTS

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

14. GOVERNING LAW

This licence 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) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed by

For and on behalf of **AGGREGATE INDUSTRIES UK LIMITED**

Director

Signed by **SAM CARVER**

Signed by **JOHN FOSTER YEOMAN**

Land Registry

Transfer of part of registered title(s)

APPENDIX C

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: WS38681
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Lodge Hill Manor, Downhead, Shepton Mallet, BA4 4LG</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached Plan 1 and shown: edged red but excluding the land edged red on Plan 2</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>JOHN FOSTER YEOMAN</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>AGGREGATE INDUSTRIES UK LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00245717</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

L.A.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

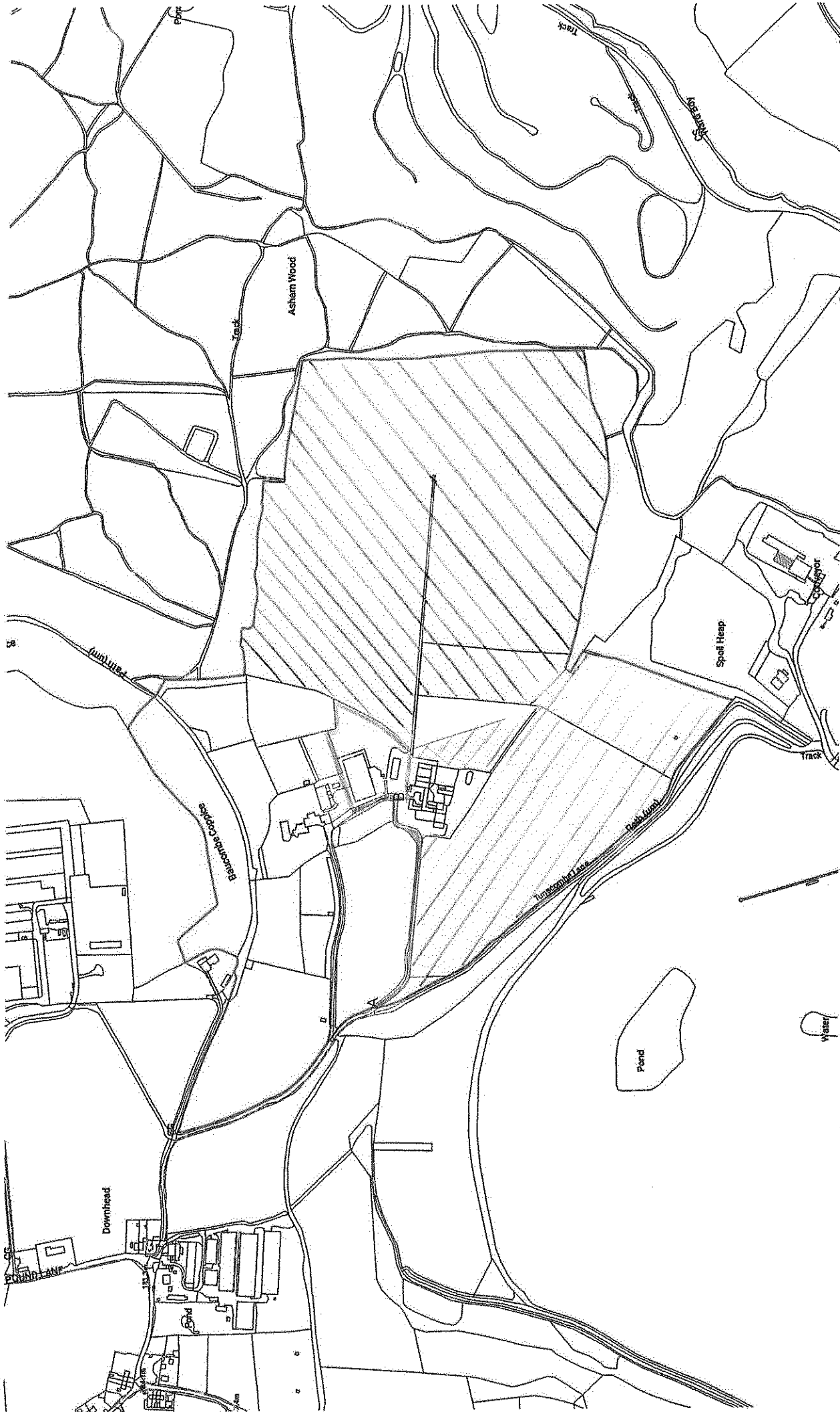
The prescribed subheadings may be added to, amended, repositioned or omitted.

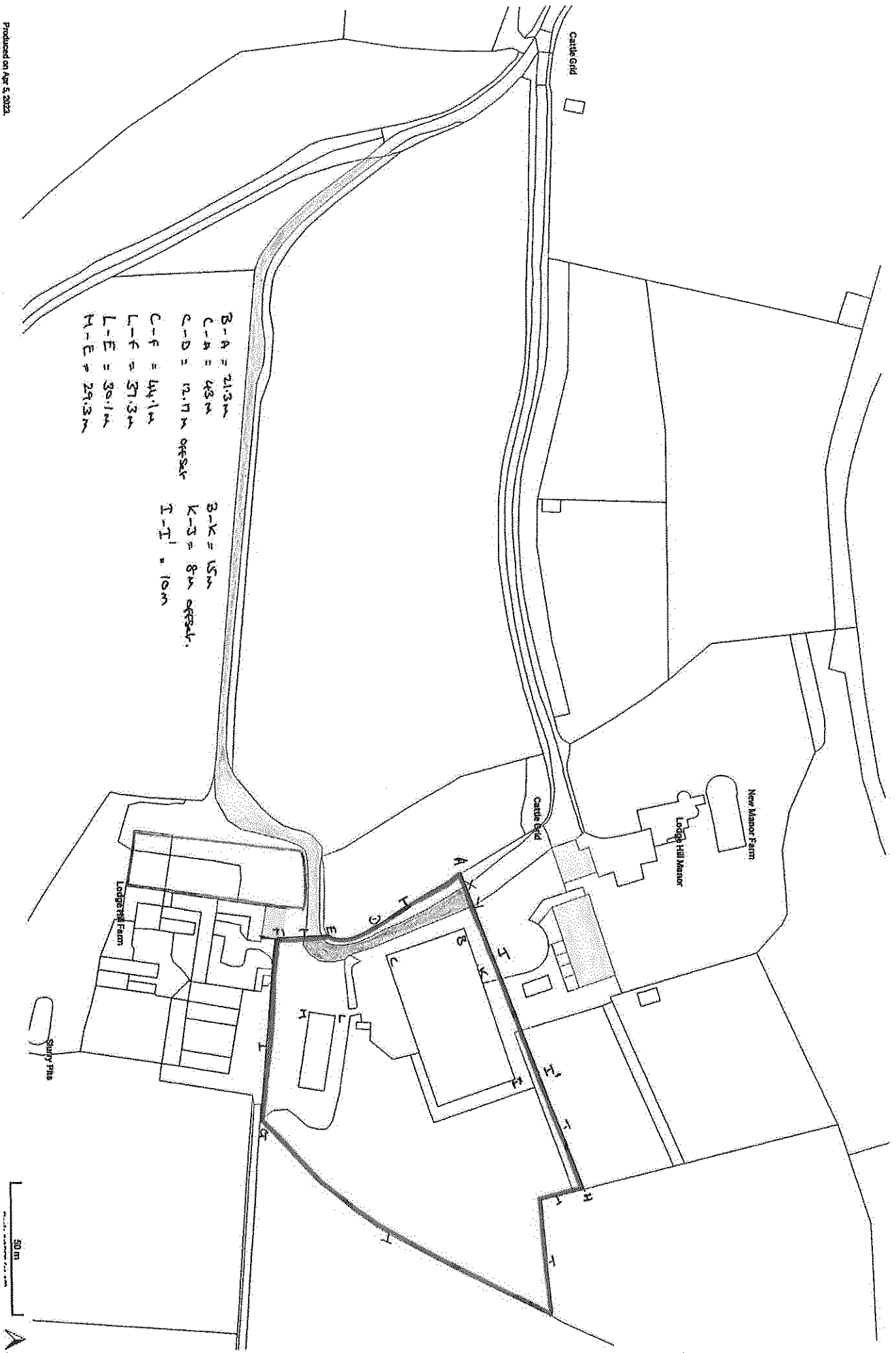
Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7	Transferee's intended address(es) for service for entry in the register: Bardon Hall, Copt Oak Road, Markfield, Leicestershire, LE67 9PJ
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p>£5,100,000 (FIVE MILLION AND ONE HUNDRED THOUSAND POUNDS) together with an amount of interest to be calculated in accordance with clause 12.8 of the contract dated and made between (1) the Transferor, (2) the Transferee, (3) Sam Carver and (4) Sharon Yeoman. (3)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12	<p>Additional provisions</p> <p>12.1 <u>Definitions and Interpretation</u></p> <p>The following definitions and rules of interpretation apply to this transfer:</p> <p>1) "Boundaries" the whole length of all boundary features shown with "T" marks on Plan 2;</p> <p>2) "Brown Track" means the track crossing the Retained Land shown shaded brown on Plan 2;</p> <p>3) "Conduits" means media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all pipes sewers drains and other service conduits and conducting media ancillary to those media;</p>

- 4) **“Conditions of Entry”** means the conditions to which any right to enter granted in clause 12.2.4) or excepted and reserved by clause 12.3.3) is subject, namely that the right shall be subject to the person exercising the right:
 - (a) effecting entry at a reasonable time (or any time in the an emergency);
 - (b) give not less than 7 days’ notice to the person whose premises are being entered (but no notice need be given in an emergency);
 - (c) causing as little damage and minimising disruption so far as reasonably possible to the premises being entered and promptly make good any damage caused to the reasonable satisfaction of the person whose premises are being entered and to pay reasonable compensation for any disturbance or damage thereby caused where such damage is incapable of being made good;
 - (d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry which includes for the avoidance doubt matters relating to health and safety;
- 5) **“Green Track”** means the track crossing the Property shown coloured green on Plan 2 or such other alternative access route within the Property between points “A” and “B” on Plan 2 as may be determined by the Transferor acting reasonably from time to time;
- 6) **“Plan 1”** means the plan attached to this transfer deed and labelled ‘Plan 1’;
- 7) **“Plan 2”** means the plan attached to this transfer deed and labelled ‘Plan 2’;
- 8) **“Property Pipes”** means the Conduits which now are or shall be laid in under or through the Property;
- 9) **“Retained Land”** means the land comprised in Title Number WS38681 immediately prior to this transfer excluding the Property and each and every part of it and shown edged red on Plan 2;
- 10) **“Retained Land Pipes”** means the Conduits which now are or shall be laid in under or through the Retained Land;
- 11) **“Storage Area”** that part of the Property shown hatched blue and green on Plan 1;
- 12) **“Washdown Area”** means a replacement washdown area to be constructed on the Retained Land of no less than 140m2 of reinforced concrete laid to an approved British Standard with central drain linked to a soakaway and oil interceptor trap together with mains water and

Plan 1





electric supplies and for the avoidance of the doubt the soakaway, oil interceptor trap, mains water and mains electric supplies and other ancillary plant and equipment are included as part and parcel of the Washdown Area.

- 13) Where the context admits or requires the expressions “the Transferor” and “the Transferee” include their respective successors in title
- 14) words importing one gender shall be construed as importing any gender;
- 15) words importing the singular number shall be construed as importing the plural number and vice versa and where a party consists of one or more than one person any covenant or obligation on the part of that party shall be joint and several;
- 16) where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons;
- 17) words denoting an obligation not to any act or thing shall include a requirement that they shall not allow any other person to do that act or thing;
- 18) the clause and paragraph headings do not form part of this transfer and shall not be taken into account in its interpretation;
- 19) references to paragraphs or clauses means paragraphs and clauses in this transfer unless otherwise indicated;
- 20) A right granted or reserved in this Clause 12 shall (save here otherwise stated):
 - (a) run with the land stated to benefit from that right and each and every part thereof and be exercisable by the owners for the time being of such land (and his agents employees and invitees) in common with the owner of the land affected by such right and that person’s successors in title and any other persons from time to time having the like rights
 - (b) be subject to the performance by the owner for the time being of the land benefitting from that right of any covenants set out in the subsequent clauses in this Transfer which relate directly to the right described in that clause
- 21) Save as otherwise stated any restrictive covenants given in this Transfer shall be given:
 - (a) by the Transferee on behalf of himself and his successors in title the owners and occupiers for the time being of the Property to the Transferor and his successors in title the owners and occupiers for the time being of the Retained

Land with intent to bind (so far as practicable) the Property and each and every part thereof for the benefit of the Retained Land and each and every part thereof

- (b) by the Transferor on behalf himself and his successors in title the owners and occupiers for the time being of the Retained Land to the Transferee and his successors in title the owners and occupiers for the time being of the Property with intent to bind (so far as practicable) the Retained Land and each and every part thereof for the benefit of the Property and each and every part thereof

22) Save as otherwise stated any positive covenants given in this Transfer shall be given:

- a) by the Transferee on behalf of himself and his successors in title to the Transferor and his successors in title
- b) by the Transferor on behalf of himself and his successors in title to the Transferee and his successors in title

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.2 Rights granted for the benefit of the Property

The Property is transferred together with the benefit of the following rights over the Retained Land:

- 1) **Support and Protection** – the right of subjacent and lateral support and protection for the Property from the Retained Land;
- 2) **Right of Way** – a right of way on foot or with and without vehicles, plant and equipment for agricultural purposes where the Transferee cannot pass over the Property and use of the Brown Track is essential and in emergencies only over and along the Brown Track ;
- 3) **Service Media** – the right to free and uninterrupted passage and running of water and electricity electronic to and from the Property through the Retained Land Pipes which serve the Property;
- 4) **Access for Repairs etc** – subject to compliance with the Conditions of Entry, the right to with or without agents, professional advisers, workmen plant and equipment enter onto such parts of the Retained Land that are unbuilt upon as may be reasonably necessary for the following purposes:
 - i) inspecting repairing, renewing and maintaining the Brown Track;
 - ii) inspecting repairing maintaining renewing and cleaning the Retained Land Pipes which serve the Property;

- iii) laying new Conduits in on under or across the Retained Land or connecting into, re-routing or diverting the Retained Land Pipes which serve the Property to follow a route which has previously been approved by the Transferor or his successors in title to the Retained Land such approval not to be unreasonably withheld or delayed save that any refusal to give approval shall not be considered unreasonable where the location would interfere with the Transferor's use of the Property;
 - iv) erecting maintaining and repairing the Boundaries for which the Transferee is responsible pursuant to clause 12.7.3), 12.7.4) and 12.7.9);
 - v) to erect the Washdown Area pursuant to clause 12.7.8);
- 5) **Re-route or divert Green Track** – the right to re-route or divert the Green Track to such alternative route between the points “A” and “B” on Plan 2 as may be determined by the Transferee from time to time at their sole discretion PROVIDED THAT the alternative route is of the same or better quality and equally commodious as the Green Track, suitable for use by vehicles (including loaded articulated lorries), plant and machinery and no less convenient to the Transferor.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

12.3 Rights excepted and reserved for the benefit of the Retained Land

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the following rights:

- 1) **Right of Way** – a right of way at all times and for all purposes in connection with the use and enjoyment of the Retained Land with or without animals vehicles machinery and equipment over and along the Green Track;
- 2) **Service Media** – a right to the free and uninterrupted passage and running of water soil gas electricity electronic pulses and other services to and from the Retained Land through the Property Pipes;
- 3) **Access for repairs etc** – subject to compliance with the Conditions of Entry the right with or without agents, professional advisers, workmen, plant and equipment to enter onto such parts of the Property that are unbuilt upon as may be reasonably necessary for the following purposes:
 - i) inspecting repairing, renewing and maintaining the Green Track where the Transferee has failed to comply with clause 12.7.4) of this transfer

within a reasonable time upon written notice of the same from Transferor;

- ii) inspecting repairing maintaining renewing and cleaning the Property Pipes which serve the Retained Land where the Transferee has failed to comply with clauses 12.7.5) of this transfer within a reasonable time upon written notice of the same from Transferee;
 - iii) laying new Conduits in on under or across the Property or connecting into, re-routing or diverting the Property Pipes which serve the Retained Land in each case to be in such a location or a route which has previously been approved by the Transferee or his successors in title to the Property such approval not to be unreasonably withheld or delayed save that any refusal to give approval shall not be considered unreasonable where the location would interfere with the Transferee's quarrying and/or other associated activities on the Property.
- 4) **Support** – the right of subjacent and lateral support and protection from the Property;
- 5) **Light and Air** – a right of light and air over and in respect of the Property;

Include words of covenant.

12.4 Restrictive covenants by the Transferee

So as to run with and bind the whole of the Property and each and every part of it and to benefit the Retained Land the Transferee on behalf of the Transferee and the Transferee's successors in title covenants with the Transferor and the Transferor's successors in title as follows:

- 1) Until the existing buildings shown coloured orange on Plan 2 are demolished or otherwise cease to exist, not to use the said existing buildings for any purpose other than garaging for vehicles and stables for horses as they are used as at the date hereof;
- 2) Not to allow to pass into the Retained Land Pipes any noxious or deleterious effluent or other substance which may obstruct or damage them, the Retained Land or any other neighbouring property.

12.5 Restrictive covenants by the Transferor

So as to run with and bind the Retained Land and to benefit the whole of the Property and each and every part of it the Transferor on behalf of the Transferor and the Transferor's successors in title covenants with the Transferee and the Transferee's successors in title as follows:

- 1) Not to allow to pass into the Property Pipes any noxious or deleterious effluent or other substance which may obstruct or damage them, the Property or any other neighbouring property.
- 2) Not to object to any planning application for the Property (whether solely or together with other land) for the extraction of mines and minerals and any associated activities nor to do anything which may prejudice or obstruct the progress of any such applications.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.6 Rights excepted and reserved for the benefit of the Transferor (not annexed to the Retained Land)

- 1) **Top Soil** – The right to store, sell or otherwise dispose of all top soil currently stored on the Storage Area for a period of 5 years from the date hereof with full power and liberty at any time to enter upon the relevant parts of the Property SAVE THAT the Transferor shall not sell or dispose of such proportion of the topsoil which the Transferee has first notified the Transferor of in writing within 6 months of the date of this transfer which the Transferee shall require to be left at the Property on the expiry of 5 years from the date hereof together with a right of way between 0700 and 1900 hours Monday to Friday (inclusive) only along such route as to be agreed between the Transferor and the Transferee (both acting reasonably) from time to time (such route which may change from time to time) for the purposes of access and egress to and from the Storage Area with or without vehicles machinery and equipment over the Property together with a right to park vehicles within the Storage Area in relation to the exercise of the aforesaid right but not to park vehicles in the Storage Area between the hours 19:00 and 07:00;
- 2) Until the Washdown Area has been constructed pursuant to clause 12.7.8) the Transferor may use the existing washdown area on the part of the Property shown coloured yellow on Plan 2 together with a right of way with or without vehicles over the Property along such route to be agreed between the Transferor and Transferee (both acting reasonably) from time to

time (such route which may change from time to time) for access and egress to and from the existing washdown area shown coloured yellow on Plan 2.

12.7 Positive covenants by the Transferee

The Transferee covenants with the Transferor and the Transferor's successors in title that he and his successors in title will observe and perform the following covenants:

- 1) To pay to the Transferor or his successors in title to the Retained Land within 21 days of demand a fair proportion determined according to user of any reasonable and proper costs which the Transferor or his successors in title may incur in connection with repairing or maintaining:
 - i) the Retained Land Pipes which serve the Property;
 - ii) the jointly used Property Pipes which serve the Property (if any); and
 - iii) the Brown Track;
- 2) Within six months of the date hereof to erect and at all times thereafter to keep in good repair stockproof fences (to be constructed of sawn posts, 3 rail fence and sheep netting) along the boundaries of the Property and the Retained Land between the points marked A and H (inclusive) on Plan 2 together with a 12 foot wide lockable gate between points X and Y on Plan 2 PROVIDED THAT the Transferee shall not be liable for any breach of the obligations of this covenant after he has ceased to own the part of the Property upon which such fenced to be erected under the terms of this covenant are situated;
- 3) Within 8 weeks upon receiving written notice from the Transferor, to erect a stock proof fence to be constructed of sawn posts, 3 rail fence and sheep netting along the boundaries of the Property and the Retained Land between points E and F and F and G respectively on Plan 2 and to construct a 12 foot wide metal gate between points E and F on Plan 2 PROVIDED THAT the Transferee shall not be liable for any breach of the obligations of this covenant after he has ceased to own the part of the Property upon which such fence and gate to be erected under the terms of this covenant are situated.
- 4) To keep in repair and maintain to the extent necessary to enable satisfactory passage of vehicles the Green Track and any alternative route pursuant to clause 12.2.5);
- 5) To keep in repair the jointly used Property Pipes;
- 6) Within six months of the date hereof install a new water meter and a new electricity meter to measure the supply

of water and electricity to the Property and the Retained Land at points agreed between the Transferee and Transferor (both acting reasonably);

- 7) Within six months of the date hereof the Transferee shall arrange, carry out and complete all works to separate the supply of water and electricity so that the Property and Retained Land each have their own supply and meter for electricity and water PROVIDED THAT the existing 3 phase electricity supply which serves the Retained Land is to be maintained and shall not be disconnected (save that the temporary disconnection for no more than 1 Working Day on 14 days' notice to the Transferor or as otherwise agreed between the parties or permanent relocation of the 3 phase electricity supply shall be permitted where reasonably necessary to carry out any required works on the Property) and following the separations of the supplies the existing 3 phase electricity supply which serves the Retained Land shall be the responsibility of the Transferor;
- 8) Within six months of the date hereof the Transferee shall construct a Washdown Area on the Retained Land in a location agreeable to the Transferor (acting reasonably);
- 9) To keep in repair all Boundaries and the gates erected pursuant to clauses 12.7.2) and 12.7.3) of this transfer.
- 10) In exercising the rights granted to the Transferee by this transfer to cause as little damage as reasonably possible to the Retained Land and within a reasonable time thereafter to make good any damage caused to the reasonable satisfaction of the owner for the time being of that part of the Retained Land affected by the exercise of those rights and to pay reasonable compensation for any disturbance or damage thereby caused (including crop damage (if any)) which may be incapable of being made good

12.8 Positive covenants by the Transferor

The Transferor covenants with the Transferee and the Transferee's successors in title that he and his successors in title will observe and perform the following covenants:

- 1) to pay the Transferee or his successors in title to the Property within 21 days of demand a fair proportion determined according to user towards any reasonable and proper costs which he may incur in connection with repairing or maintaining:
 - i) the Property Pipes which serve the Retained Land;
 - ii) the Retained Land Pipes which serve the Retained Land in the event that the Transferee

- iii) repairs and maintains the same following the Transferor failing to comply with clause 12.8.2); the Green Track but for the avoidance of doubt this shall not extend to the costs of works to relocate the Green Track to an alternative route pursuant to the right at clause 12.2.5);
- 2) To keep in repair and maintain the jointly used Retained Land Pipes.
- 3) to keep the Brown Track in good repair PROVIDED THAT this does not require the Transferor to improve the track from the condition it is in as at the date hereof.
- 4) In exercising the rights granted to the Transferor by this transfer to cause as little damage as reasonably possible to the Property and within a reasonable time thereafter to make good any damage caused to the reasonable satisfaction of the owner for the time being of that part of the Property affected by the exercise of those rights and to pay reasonable compensation for any disturbance or damage thereby caused (including crop damage (if any)) which may be incapable of being made good.

12.9 General Provisions

- 1) **Indemnity for title matters** – The Transferee covenants with the Transferor by way of indemnity only that the Transferee will at all times observe and perform the covenants referred to in the charges register only of the registered title to the Property in so far as they are subsisting and capable of taking effect.
- 2) **Rights excluded** - Section 62 of the Law of Property Act 1925 and the doctrine in the case of *Wheeldon v. Burrows* shall be excluded from this transfer and the Property is transferred without the benefit of any easement right quasi-easement or quasi-right save as expressly set out or mentioned in this transfer
- 3) **Contracts Rights of Third Parties** – a person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this not affect any right or remedy of a third party which exists, or is available, apart from under this Act.
- 4) **Counterparts** – This transfer may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all counterparts together shall constitute one and the same transfer.

- 5) **Deed of Variation** – To the extent necessary and if required to make it legally effective and at the Transferee's cost the parties shall enter into a deed of variation to record the alternative route of the Green Track and the rights granted to the Transferor to use the alternative route on the same basis as the rights granted in this transfer.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Executed as a deed by **JOHN FOSTER YEOMAN**

In the presence of:

Signature of witness.....

Name [In block capitals].....

Address.....

Executed as a Deed by
**AGGREGATES INDUSTRIES
UK LIMITED** acting by
a director,

In the presence of:

.....
Witness signature

.....
Witness name

.....
Witness address

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.