



BNG Unit Purchase Certificate

Dated: 13 Aug 2026

PARTIES, THE DEVELOPMENT AND BNG UNIT REQUIREMENT

Unit Purchase Agreement	means the agreement dated 10/08/2026 made between (1) the Habitat Site Operator and (2) the Developer.
Habitat Site Operator	Nature Impact (Skinners) Ltd (No. 15847769), Hamilton House, 87-89 Bell Street, Reigate, Surrey, RH2 7AN
Habitat Site	Land at Skinners Farmland, East of Bassetts Lane, Best Beech Hill, Wadhurst, E.Sussex, TN6 3PE
Developer	Devine Homes PLC (01881778)
Development Site	Land North of East Street, Rusper, West Sussex. Registered at Land Registry no-WSX386832
Biodiversity Units required by the Development	Individual Trees Any Area Habitat Total units = 1.478226
Biodiversity Units provided by the Habitat Site (factoring adjacent Spatial Risk Multiplier)	Other Neutral Grassland Lowland Meadow
Responsible Body acting for the Habitat Site	RSK Biocensus
Conservation Covenant	means the agreement to be entered into pursuant to Section 117 of the Environment Act 2021 between the Landowner and RSK Biocensus Ltd.

BNG UNIT ALLOCATION

Payment has been received from the Developer for the above-referenced BNG units. Nature Impact has completed the necessary steps to register the units with DEFRA and copies of this confirmation have been shared with the Developer.

ENCLOSED

Attached to this certificate is a redacted copy of the Unit Purchase Agreement.



Thomas Nelson, Director,
Nature Impact (Skinners) Ltd





UNIT PURCHASE AGREEMENT

AGREEMENT DETAILS

Background

- (A) The Habitat Site Owner is in the business of creating biodiversity gain sites.
- (B) The Developer wishes to undertake a development, more particularly defined in this Agreement, and requires registered offsite biodiversity gain in order to satisfy the statutory planning condition relating to biodiversity.
- (C) The Developer is entering into this Agreement to secure the allocation of biodiversity gain units from one of the Habitat Site Owner's biodiversity gain sites to the Developer's development.

Agreement date:	10 Aug 2026
Developer:	Devine Homes PLC (01881778)
Developer's address:	Registered address- 133 Church Hill Road, Sutton, Surrey, SM3 8NE, resides at- St Michael's House 111 Bell Street Reigate Surrey RH2 7LF
Developer's email address for notice:	And
Habitat Site Owner:	Nature Impact (Skinners) Ltd (No. 15847769)
Habitat Site Owner's registered address:	Hamilton House 87-89 Bell Street, Reigate, England, RH2 7AN
Habitat Site Owner's email address for	

notice:	and info@natureimpact.world
THE DEVELOPMENT AND BNG UNIT REQUIREMENT	
Development Site:	Means Land North of East Street, Rusper, West Sussex. Registered at Land Registry no-WSX386832
Development:	Means Erection of 18no. 2, 3 and 4 bedroom dwellings, (including 6no. affordable housing units), together with access from East Street, vehicle and cycle parking, landscaping and open space, and sustainable drainage Planning reference no. DC/25/0523
Habitat Site:	Means Land at Skinners Farmland, East of Bassetts Lane, Best Beech Hill, Wadhurst, E.Sussex, TN6 3PE, or any alternative Nature Impact habitat bank agreed in writing by the Habitat Site Owner and Developer for the allocation of the BNG Units.
Required Units: Note, the biodiversity value of the Required Units stated here is measured under the Biodiversity Metric using only the inputs relating to the Habitat Site, and not the spatial risk multiplier or other inputs relating to the Development.	Individual Trees Any Area Habitat <u>Total units = 1.478226</u>
Biodiversity value of the Required Units for the Development: Note, this figure is given for information only.	Spatial risk multiplier (SRM): x1.3333 Biodiversity value (including SRM): 1.970967
Habitat Type provided by Habitat Site (as classified under the Biodiversity Metric):	Other Neutral Grassland Lowland Meadow
Distinctiveness (as classified under the Biodiversity Metric):	Medium or higher in accordance with BNG trading rules.

COMMERCIAL	
Allocation Fee:	Mean  (excluding VAT);

1 This agreement is made up of the following:

1.1 The Agreement Details

1.2 The Agreed Terms

1.3 The Appendix

(together the “**Agreement**”)

2 If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

AGREED TERMS

1 Definitions and Interpretation

1.1 In this Agreement except where specifically defined:

Allocate	means to allocate Biodiversity Units from the Habitat Site in accordance with the allocation terms of the Conservation Covenant; and Allocation and Allocated shall be construed accordingly;
Biodiversity Gain Site Register	the biodiversity gain site register established pursuant to Section 100 of the Environment Act 2021;
Biodiversity Metric	means the metric for measuring the biodiversity value of habitat enhancement published pursuant to Paragraph 4 of the Environment Act 2021 as at the date of this Agreement;
Biodiversity Unit	means registered offsite biodiversity gain at the Habitat Site with a biodiversity value of 1.00, and where this Agreement refers to a specified number of Biodiversity Units it means registered offsite biodiversity gain at the Habitat Site with an aggregate biodiversity value equal to the specified number, and in each case biodiversity value shall be measured under the Biodiversity Metric using only the inputs relating to the Habitat Site and not any inputs relating to the Development (for example, the spatial risk multiplier);
BNG Register Regulations	means the Biodiversity Gain Site Register Regulations 2024 (SI 2024/45);
Conservation Covenant	means the agreement dated 21 st January 2025 entered into pursuant to Section 117 of the Environment Act 2021 between the Habitat Site Owner and RSK Biocensus Ltd requiring the Habitat Site Owner to carry out works for the purpose of habitat enhancement and to maintain the enhancement for at least 30 years after the

completion of those works, as more particularly described in the Habitat Management and Monitoring Plan, such that the Habitat Site is a 'biodiversity gain site' for the purposes of Section 100(2) of the Environment Act 2021;

Habitat Management and Monitoring Plan means a plan setting out habitat enhancement, management, and monitoring works to be undertaken at the Habitat Site to create at least the number of Required Units;

Habitat Site Owner's Bank Account means Bank Account Name: Nature Impact (Skinners) Ltd. Bank Account Number 99354292. Sort code 04-29-09. Bank: Revolut.

Local Planning Authority means Horsham District Council ; Albery House, Springfield Rd, Horsham RH12 2GB

Planning Application means an application to the Local Planning Authority for planning permission in respect of the Development pursuant to the Town and Country Planning Act 1990;

Planning Permission means the planning permission for the Development to be issued pursuant to the Planning Application (and for the avoidance of doubt includes a planning permission granted following an appeal) *and shall include (i) any non-material amendment to such permission granted pursuant to Section 96A of the Town and Country Planning Act 1990; (ii) any variation of such permission granted pursuant to Section 73 or Section 73B of the Town and Country Planning Act 1990; and (iii) any replacement planning permission (whether or not granted on appeal); provided in each case that the number of Required Units does not increase as a result of such variation or replacement.*;

Registered means that the Habitat Site is recorded as a biodiversity gain site in the Biodiversity Gain Site Register, and **Register** and **Registration** shall be construed accordingly;

Unallocated Unit means Biodiversity Units that have not been Allocated and which the Habitat Site Owner has

not agreed with any third party to Allocate to any other development;

Working Day

means any day other than (i) a Saturday, Sunday or public holiday in England and Wales, (ii) Good Friday, (iii) any day falling between 22nd December in one year and 2nd January in the year next following it (both days inclusive) and **Working Days** shall be construed accordingly.

1.2 In this Agreement unless the context otherwise requires:

- 1.2.1 words and phrases defined in the Environment Act 2021 or Town and Country Planning Act 1990 have the same meanings when used in this Agreement, unless a different definition is set out in this Agreement;
- 1.2.2 words importing the singular number include the plural number and vice versa and words importing persons include firms, companies and corporations and vice versa;
- 1.2.3 where any obligation is undertaken by two or more persons jointly, they shall be jointly and severally liable in respect of that obligation;
- 1.2.4 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.5 where any party agrees to do something, they shall be deemed to fulfil that obligation if they procure that it is done;
- 1.2.6 any reference to **the Habitat Site** includes any part or parts thereof;
- 1.2.7 the headings to the clauses, Schedules and paragraphs of this Agreement shall not affect the interpretation;
- 1.2.8 unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;
- 1.2.9 references to any party to this Agreement shall, to the full extent permitted by law, include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their local planning authority functions;

- 1.2.10 references to **the parties** shall mean the parties to this Agreement and reference to a **party** shall mean any one of the parties;
- 1.2.11 any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2 Conservation Covenant and Registration of the Habitat Site

2.1 The Habitat Site Owner warrants that:

- 2.1.1 it has entered into the Conservation Covenant;
- 2.1.2 the Habitat Site is Registered; and
- 2.1.3 as at the date of this Agreement there are sufficient Unallocated Units to enable the Habitat Site Owner to Allocate the Required Units.

2.2 The Habitat Site Owner shall ensure that the Habitat Site remains Registered until expiry of the Conservation Covenant.

2.3 The Habitat Site Owner shall undertake and maintain the habitat enhancement required under the Conservation Covenant until the expiry of the Conservation Covenant.

3 Notifications

3.1 The Developer shall notify the Habitat Site Owner within 10 Working Days of each of the following events:

- 3.1.1 the grant of Planning Permission;
- 3.2 the approval of the Developer's biodiversity gain plan by the Local Planning Authority pursuant to Part 2 of Schedule 7A of the Town and Country Planning Act 1990.

4 Allocation of the Required Units

4.1 The Developer shall pay the Allocation Fee to the Habitat Site Owner on the date of this Agreement.

4.2 The Habitat Site Owner shall, on the date of this Agreement and following receipt of the Allocation Fee:

- 4.2.1 take any steps necessary to Allocate the Required Units to the Development;

- 4.2.2 provide to the Developer and, at the Developer's request, to the Local Planning Authority a certificate confirming Allocation of the Required Units to the Development; and
- 4.2.3 submit an application to record the allocation in the Biodiversity Gain Site Register in accordance with the BNG Register Regulations.
- 4.2.4 The Habitat Site Owner shall, at the Developer's reasonable written request, provide such information as it reasonably holds and which is reasonably required by the Local Planning Authority for the purpose of discharging any biodiversity gain condition attached to the Planning Permission.

5 Payments and VAT

- 5.1 Any sum payable by the Developer under this Agreement shall be deemed paid only when the Habitat Site Owner receives that sum in cleared funds in the Habitat Site Owner's Bank Account.
- 5.2 Each amount stated to be payable by the Developer to the Habitat Site Owner under or pursuant to this Agreement is exclusive of VAT (if any).
- 5.3 If any VAT is at any time chargeable on any supply made by the Habitat Site Owner under or pursuant to this Agreement, the Developer making the payment shall pay the Habitat Site Owner an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

6 Commencement and termination of this Agreement

- 6.1 This Agreement takes effect immediately upon being dated.
- 6.2 Either party may terminate this Agreement with immediate effect by giving written notice of termination to the other party if:
 - 6.2.1 the other party is in material breach of its obligations under this Agreement (which shall include a failure to pay any sum payable under this Agreement when due) and fails to remedy that breach within 20 Working Days after service of notice requiring it to do so; or
 - 6.2.2 the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off

the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed here, or suspends or ceases, or threatens to suspend or cease, carrying on business.

6.3 If this Agreement is terminated for any reason:

6.3.1 any Allocation of the Required Units subsisting prior to termination shall continue;

6.3.2 neither party shall have any further rights or obligations under this Agreement save for:

(a) the rights of either party in respect of any earlier breach of this Agreement;

(b) any obligation to pay a sum which had become payable prior to the date of termination;

6.3.3 sums paid to the Habitat Site Owner by the Developer under the terms of this Agreement shall be non-refundable.

7 Limit of liability

7.1 References to liability in this Agreement include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2 Each party's aggregate liability shall be limited to an amount equal to the fees paid by the Developer to the Habitat Site Owner under this Agreement as at the date the most recent claim is made.

7.3 Neither party shall have any liability for:

7.3.1 loss of profits;

7.3.2 loss of sales or business;

7.3.3 loss of agreements or contracts;

7.3.4 loss of anticipated savings;

7.3.5 wasted expenditure;

7.3.6 loss of or damage to goodwill;

7.3.7 any indirect or consequential loss.

7.4 Nothing in this Agreement limits any liability if and to the extent that such liability cannot legally be limited.

7.5 Nothing in this Clause 7 shall limit the Developer's liability to pay the fees payable under this Agreement and any VAT thereon.

8 Force majeure

8.1 Neither party shall be liable for any delay or failure in the performance of its obligations (except an obligation to pay) for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 40 Working Days, the party not affected may terminate this agreement by giving not less than 10 Working Day's written notice to the affected party.

9 Assignment

9.1 Neither party shall assign, novate, declare a trust over or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

10 Variation

10.1 No variation of this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each party.

11 Waiver

11.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12 Rights and remedies

12.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13 Rights of third parties

- 13.1 The parties do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999 but any third party right which exists or is available independently of that Act is preserved.

14 Entire agreement

- 14.1 This Agreement constitutes the entire agreement between the parties.
- 14.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

15 Severance

- 15.1 If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any Enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

16 Notices

- 16.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- 16.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 16.1.2 sent by email to address of the relevant party set out in the Agreement Details (or an address substituted in writing by the party to be served).
 - 16.1.3 Any notice 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, at 9.00 am on the second Working Day after posting; or

- (c) if sent by email, at the time of transmission, or, if this time falls outside 9am to 5pm on a Working Day in the place of receipt, at 9am on the next Working Day.

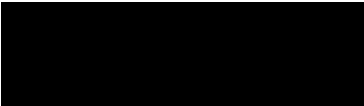
16.1.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 Governing law and jurisdiction

- 17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

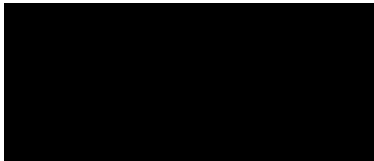
This Agreement has been entered into on the date stated at the beginning of it.

Signed by **Thomas Nelson** for and on behalf of **Nature Impact (Skinners) Ltd**



Director

Signed by **Billy Clements**
for and on behalf of **Devine Homes PLC**



APPENDIX – PLAN OF THE HABITAT SITE – NATURE IMPACT (SKINNERS) LTD

