

# Sale and Purchase Agreement

This agreement (**Agreement**) is made on 14/9/2026

## Parties

- (1) the **Seller**

Full name of Seller:

Company number (if applicable):

Postal address (registered address if Seller is a company or LLP):

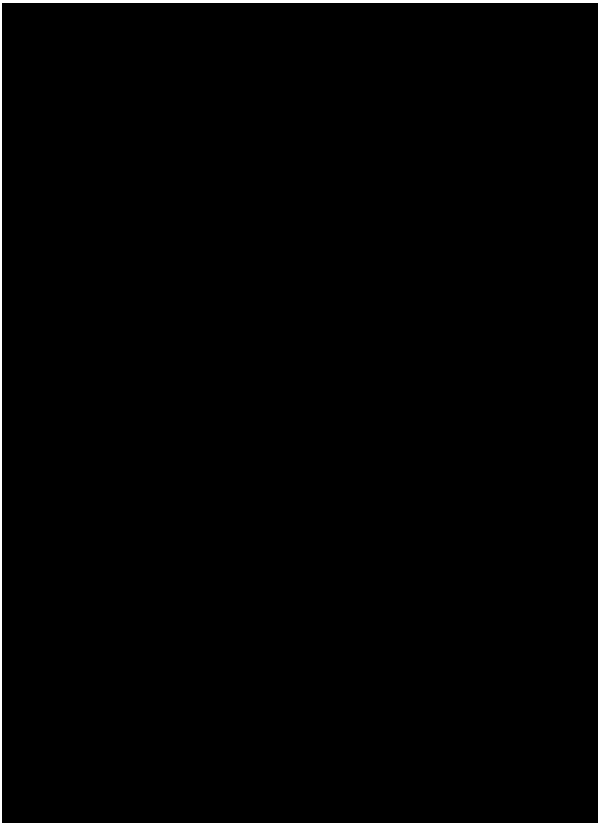
E-mail address:

Attention:
- (2) the **Purchaser**

Full name of Purchaser:

Postal address:

Email address:



(each a **Party** and together the **Parties**)

## Commercial particulars

This Agreement sets out the basis upon which the Seller agrees to sell, and the Purchaser agrees to purchase, the Biodiversity Unit(s) for the Purchase Price on the Sale Date, as summarised below:

- Biodiversity Unit(s)

the right to allocate (having the meaning specified in the *Biodiversity Gain Site Register Regulations 2024*) the Specified Habitat Enhancement(s) from the Gain Site(s) to the Development Site(s) on the Register
- Purchase Price
- Sale Date

the date of this Agreement (as outlined above)
- Specified Habitat Enhancement

the habitat enhancement(s) of specified type(s), size(s) and condition(s) (each having the meanings specified in the *Biodiversity Gain Site Register Regulations 2024*) available for purchase in the Seller's Metric File, as determined by the Exchange and which will be evidenced in the Completion Schedule used by BNGx to update the Purchaser's Metric File and attached to this Agreement.

# Agreed terms

## 1 Definitions and Interpretation

- 1.1 Capitalised terms used in this Agreement shall have the meanings given to them in part 1 (*Definitions*) of schedule 1 (*Definitions and Interpretation*) unless otherwise defined in this Agreement.
- 1.2 The principles of interpretation set out in part 2 (*Interpretation*) of schedule 1 (*Definitions and Interpretation*) apply to this Agreement.

## 2 Sale and Purchase

- 2.1 Subject to the terms and conditions of this Agreement, the Seller agrees to sell, and the Purchaser agrees to purchase, the Biodiversity Unit(s) on the Sale Date.
- 2.2 In return for the purchase and sale mentioned at clause 2.1 above, the Purchaser agrees to pay the Purchase Price to the Seller within five (5) Business Days of the Sale Date.
- 2.3 The Seller acknowledges that the Seller Fee will be deducted from the Purchase Price which it receives.
- 2.4 The Seller acknowledges that the Purchaser's obligation to pay the Purchase Price will be discharged on payment being received by Stripe.

## 3 Allocation on the Register

- 3.1 The Seller hereby confirms that it is the only Relevant Person in relation to the Specified Habitat Enhancement(s).
- 3.2 Following the Sale Date the Parties agree that:
  - (a) the Purchaser shall promptly provide to the Seller the relevant planning decision notice for the Development Site and any other necessary information or documents requested by the Seller to enable the Seller to make the Allocation Application;
  - (b) Subject to the Seller receiving from BNGx the Purchaser's Metric File (as updated with information drawn from the Completion Schedule), within five (5) Business Days of receiving the information and documents required under sub-clause (a) above, the Seller shall upload all necessary information and documents to Natural England's online portal to commence the Allocation Application and shall pay the requested application fee; and
  - (c) the Seller shall promptly notify the Purchaser of the Allocation reference number after receiving this from Natural England.
- 3.3 The Purchaser shall provide any further information, documents or assistance reasonably required by the Seller in relation to the Allocation Application.

## 4 Seller's Warranties and Undertakings

- 4.1 The Seller warrants to the Purchaser that each of the Seller's General Warranties is true, accurate and not misleading as at the Sale Date.

- 4.2 The Seller warrants to the Purchaser that each of the Seller's Asset Warranties is true, accurate and not misleading as at the Sale Date.
- 4.3 The Seller undertakes:
- (a) from the Sale Date until the Allocation Date, not to make an application under Regulation 24 of the Biodiversity Gain Site Regulations 2024 to remove the relevant Register Entries from the Register;
  - (b) from the Sale Date until the Allocation Date, not to allocate the Specified Habitat Enhancement(s) to a Development; and
  - (c) from the Sale Date until the Allocation Date, not to amend the relevant Register Entries in accordance with Regulations 17 and/or 24 of the Biodiversity Gain Site Regulations 2024.

## **5 Purchaser's Warranties and Undertakings**

- 5.1 The Purchaser warrants to the Seller that each of the Purchaser's Warranties is true, accurate and not misleading as at the Sale Date.
- 5.2 The Purchaser undertakes from the Sale Date until the Allocation Date, not to allocate the Specified Habitat Enhancement(s) other than to the Development Site.

## **6 Seller's Indemnity**

The Seller shall indemnify (i.e. compensate) the Purchaser from and against, and pay or reimburse the Purchaser for, any and all Liabilities resulting from:

- (a) any inaccuracy in or breach of the Seller's Asset Warranties; and
- (b) any breach of the undertakings set out in clause 4.3 above.

## **7 Purchaser's right to cancel this Agreement**

- 7.1 As the Purchaser is a consumer and has purchased the Biodiversity Unit(s) online, the Purchaser has a legal right under consumer legislation to change their mind and cancel this Agreement without giving any reason and to receive a refund of what they paid for those Biodiversity Unit(s). This right is subject to some conditions, which are set out below.
- 7.2 Subject to clause 7.3, if the Purchaser changes their mind and wishes to cancel this Agreement, the Purchaser must inform the Seller of this decision no later than 14 days after the Sale Date, by providing a clear statement to this effect to the Seller by emailing the Seller at their email address as given in the Parties section above, or by completing and submitting the model cancellation form which can be found at <https://app.bngx.com/model-cancellation-form>. If the Purchaser uses the model cancellation form, the Seller will communicate to the Purchaser an acknowledgement of receipt of such cancellation on a durable medium (e.g. by email) without delay. In order to meet the cancellation deadline, it is sufficient for the Purchaser to exercise their right to cancel before the cancellation period has expired.
- 7.3 The Purchaser cannot change their mind and cancel this Agreement if they have requested that the purchase of the Biodiversity Unit(s) proceeds during the cancellation period and, before the Purchaser informs the Seller that they wish to cancel this Agreement, the Completion Documents have been provided to the Purchaser.

- 7.4 Where the Purchaser cancels this Agreement before expiry of the 14-day cancellation period in accordance with this clause 7 then, except where clause 7.3 above applies, the Purchaser may be entitled to a refund from the Seller of some or all of the Purchase Price.
- 7.5 Where a refund is due from the Seller to the Purchaser under clause 7.4 above, this will be made without undue delay and not later than 14 days after the day on which the Purchaser informs the Seller of their decision to cancel this Agreement. The refund will be paid to the Purchaser using the same method used by the Purchaser to pay the Purchase Price. The Purchaser will not be charged a fee for the refund. For the avoidance of doubt, the Seller shall be solely liable for payment of the refund of the Purchase Price and BNGx shall not have any liability to the Purchaser in relation to that refund.

## **8 Termination**

- 8.1 This Agreement shall terminate automatically if the Purchaser does not pay the Purchase Price within five (5) Business Days of the Sale Date.
- 8.2 Any termination of this Agreement under clause 8.1 above shall not affect any rights or claims of the Seller or the Purchaser which exist under this Agreement before the date of termination, including but not limited to any claim that the Seller may have arising from non-payment of the Purchase Price.

## **9 Liability**

### **9.1 Liability of the Seller**

The Seller shall be responsible for losses suffered by the Purchaser under this Agreement as a result of the Seller (or any of its Representatives) breaking the terms of this Agreement, unless the loss is:

- (a) Unexpected (i.e. It was not obvious that the loss would happen and nothing the Purchaser said to the Seller before the purchase was made meant that the Seller should have expected that loss (so, under the law, the loss was unforeseeable));
- (b) Caused by any delaying event which was outside the Seller's control, provided that the Seller informs the Purchaser of the delaying event as soon as possible after it begins and the Seller does what it can to reduce the delay. If the delay is likely to be substantial, the Purchaser can contact the Seller to end this Agreement and receive a refund for any Biodiversity Unit(s) the Purchaser has paid for in advance but not received;
- (c) Something that the Purchaser could have avoided by taking reasonable action; or
- (d) A business loss (i.e. It relates to the Purchaser's use of the Biodiversity Unit(s) for the purposes of the Purchaser's trade, business, craft or profession).

### **9.2 Liability of BNGx**

- (a) BNGx shall be responsible for losses suffered by the Purchaser under this Agreement as a result of BNGx (or any of its Representatives) breaking the terms of this Agreement, unless the loss is:
  - (i) Unexpected (i.e. It was not obvious that the loss would happen and nothing the Purchaser said to BNGx before the purchase was made meant that BNGx should have expected that loss (so, under the law, the loss was unforeseeable));

- (ii) Caused by any delaying event which was outside BNGx's control, provided that BNGx informs the Purchaser of the delaying event as soon as possible after it begins and BNGx does what it can to reduce the delay;
  - (iii) Something that the Purchaser could have avoided by taking reasonable action; or
  - (iv) A business loss (i.e. It relates to the Purchaser's use of the Biodiversity Unit(s) for the purposes of the Purchaser's trade, business, craft or profession).
- (b) Subject to the limitations of liability set out in the Policies:
  - (i) BNGx shall not be liable to the Seller in the absence of wilful default, fraud or gross negligence on its part or that of its Representative in respect of any Liability which arises out of the operation of the Exchange and delivery of services in connection with the Exchange or the exercise or the attempted or purported exercise of or failure to exercise any of their respective rights, duties or powers in relation thereto; and
  - (ii) In no event shall BNGx be liable to the Seller for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive or consequential damages, whether or not BNGx has been advised of the possibility of such loss or damages and regardless of whether the claim for damages is made in negligence, for breach of contract or otherwise.

## 10 Payments

The total amounts payable by the Purchaser under this Agreement:

- (a) shall be made in GBP;
- (b) include and specify any value added tax or other taxes that are payable by the Purchaser (if and to the extent applicable);
- (c) shall be paid in full in immediately available funds; and
- (d) to the extent any taxes are required to be deducted or withheld therefrom under any applicable law or regulation, shall be grossed up such that the Seller shall receive the full Purchase Price hereunder.

## 11 Transfer of this Agreement

Neither Party may transfer this Agreement to another person or organisation unless the other Party agrees to this.

## 12 Data Protection

Each Party agrees to use any data received from the other Party in accordance with the Privacy Policy.

## 13 Communication between the Parties

13.1 If the Purchaser has any questions or issues relating to this Agreement, they can contact:

- (a) the Seller by email to the email address as given in the Parties section above; or

(b) BNGx by email to [support@bngx.com](mailto:support@bngx.com).

13.2 If the Seller or BNGx need to contact the Purchaser regarding this Agreement, they will do so using the contact details provided by the Purchaser.

## 14 Partial invalidity of this Agreement

If, at any time, a court invalidates any part of this Agreement, the rest of it will still apply. If a court or other authority decides that some of the terms in this Agreement are unlawful, the rest will continue to apply.

## 15 Variation and waiver

15.1 Subject to clause 15.2 below, any provision of this Agreement may be varied or amended only with the written consent of each of the Parties.

15.2 The Parties may not amend clause 9.2 without the prior written consent of BNGx.

15.3 No waiver of the obligations of any Party under this Agreement or of any provision of this Agreement will be effective unless it is in writing.

15.4 No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate to waive that right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## 16 Further assurance

Without limiting any other provision of this Agreement, each Party shall, at its own cost execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the other Party to implement and give full effect to this Agreement, including, without limitation, to enable the other Party to comply with applicable laws.

## 17 Third party rights

17.1 Except for the specific situations outlined at clause 17.2 below, any person who is not a party to this Agreement shall not be entitled to enforce any term of this Agreement, whether using the *Contracts (Rights of Third Parties) Act 1999* or otherwise.

17.2 The Parties hereby agree that clauses 15.2 and 9.2 are enforceable by BNGx.

## 18 Complaints and bringing claims

18.1 If the Purchaser has any complaint about the Seller or the Biodiversity Unit(s) they have purchased, they can contact BNGx's Customer Services Team by email at [support@bngx.com](mailto:support@bngx.com), who will do their best to resolve such complaint.

18.2 This Agreement is governed by English law and, wherever the Purchaser lives, they can bring claims against the Seller in the English courts. Either Party can, if they wish, bring claims against the other Party in connection with this Agreement in the courts of the country that the Purchaser lives in.



# Schedule 1 Definitions and Interpretation

## Part 1 Definitions

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

**Allocation** means the recording of information in the Register in accordance with Regulation 16 of the *Biodiversity Gain Site Register Regulations 2024* following the Allocation Application.

**Allocation Application** means an application to record the allocation of the Specified Habitat Enhancement(s) to the Development Site on the Register in accordance with Regulation 12(3)(b) of the *Biodiversity Gain Site Regulations 2024*.

**Allocation Date** means the date on which the Allocation is made on the Register in accordance with Regulation 16 of the *Biodiversity Gain Site Register Regulations 2024*.

**Anti-Corruption Laws** means:

- (a) the *OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 1997 (OECD Convention)*;
- (b) the *Foreign Corrupt Practices Act of 1977* of the United States of America, as amended by the *Foreign Corrupt Practices Act Amendments of 1988* and 1998, and as may be further amended and supplemented from time to time (**FCPA**);
- (c) the Criminal Law Convention Against Corruption of the Council of Europe;
- (d) the *UN Convention Against Corruption 2003*;
- (e) the *UK Bribery Act 2010*; and
- (f) any other Law applicable to any Party which is broadly equivalent to the FCPA and/or the *UK Bribery Act 2010* or was intended to enact the provisions of the OECD Convention or which has as its objective the prevention of corruption, bribery or fraud.

**Anti-Money Laundering Laws** means the applicable laws, rules and regulations of all jurisdictions in which the Seller or the Purchaser is located, resident, organised or operates concerning or related to anti-money laundering, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.

**Biodiversity Gain Objective** means the biodiversity gain objective described in paragraph 2 of Schedule 7A to the *Town and Country Planning Act 1990*.

**Biodiversity Unit(s)** has the meaning given to such term in the Transaction Summary.

**BNGx** means Biodiversity Exchange Limited, a private limited company incorporated in England and Wales with company number 14676759 and with its registered office at c/o BDO LLP, Two Snowhill, 7th Floor, Birmingham, B4 6GA.

**Business Day** means a day on which banks are open for general, commercial business in London (excluding Saturdays, Sundays and public holidays).

**Completion Documents** means a copy of the completed Sale and Purchase Agreement and the items detailed in Section 8.6(b) of BNGx's Terms of Use.

**Completion Schedule** means the schedule of information used by BNGx to update the Purchaser's Metric File following payment of the Purchase Price and any relevant Purchaser Fee and which evidences the Specified Habitat Enhancement(s) in respect of the Biodiversity Unit(s) bought by the Purchaser pursuant to this Agreement.

**Conservation Covenant** has the meaning given to such term in section 118(1) of the *Environment Act 2021*.

**Development** has the meaning given to such term in section 55(1) of the *Town and Country Planning Act 1990*.

**Development Site** means a Development which is required to fulfil the Biodiversity Gain Objective and to which the Purchaser intends to allocate the Specified Habitat Enhancement(s).

**Exchange** means the website [www.BNGx.com](http://www.BNGx.com) which is used to facilitate the sale and purchase of biodiversity units between land developers and landowners which is operated by BNGx.

**Gain Site** means land owned by the Seller on which there is the Specified Habitat Enhancement(s).

**Governmental Authority** means any supranational, national, state, municipal or local government (including any subdivision, court, administrative agency or commission, stock or securities exchange, self-regulatory organisation or other governmental or regulatory body) or any other supranational, intergovernmental, quasi-governmental authority, body, department or organisation, including the European Union, or any regulatory body appointed by any of the foregoing in each case, in any jurisdiction.

**Laws** means the laws, statutes, ordinances, rules, regulations, judgments, injunctions, directives,

guidance, orders and decrees of any Governmental Authority, including amendments thereto.

**Liability** means, in respect of any person, any loss, damage, fee, cost, charge, award, claim, demand, expense, judgment, action, proceeding or other liability including legal costs and expenses properly incurred.

**Policies** means the Privacy Policy, the Seller Policy and the Terms of Use.

**Privacy Policy** means the privacy policy of the Exchange accessible at <https://www.bngx.com>.

**Purchase Price** means the purchase price specified in the Transaction Summary.

**Purchaser Fee** means the fee charged by BNGx to the Purchaser in accordance with the Terms of Use and which is agreed between BNGx and the Purchaser.

**Purchaser's Metric File** means the Purchaser's metric file related to their Development Site and most recently uploaded to the Exchange.

**Purchaser's Warranties** means the representations and warranties of the Purchaser contained in Schedule 3 (*Purchaser's Warranties*).

**Register** has the meaning given to the term 'biodiversity gain site register' in the *Biodiversity Gain Site Register Regulations 2024*.

**Register Entry** means an entry in the Register in respect of the Gain Site incorporating the Specified Habitat Enhancement(s) which has been registered by the Seller in accordance with Regulation 11 of the *Biodiversity Gain Site Regulations 2024*.

**Relevant Person** has the meaning given to the term 'relevant person' in Regulation 12(4) of the *Biodiversity Gain Site Regulations 2024*.

**Representatives** means, in relation to a Party, its officers, directors, employees, agents, successors and assigns.

**S106 Agreement** has the meaning given to the term "section 106 agreement" in the *Biodiversity Gain Site Register Regulations 2024*.

**Sale Date** means the date specified as such in the Transaction Summary.

**Sanctioned Jurisdiction** means, at any time, a country or territory which is itself the subject or target of any country-wide or territory-wide Sanctions.

**Sanctioned Person** means any person that is the subject or target of Sanctions, including:

- (a) any person listed in any Sanctions-related list of sanctioned persons maintained by OFAC or the U.S. Department of State, by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom;
- (b) any person located, organised or resident in a Sanctioned Jurisdiction; or
- (c) any person directly or indirectly owned or controlled by any such person or persons described in the foregoing paragraphs (a) and (b).

**Sanctions** means the applicable economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by relevant Governmental Authorities, including, but not limited to, those administered by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury (**OFAC**) or the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

**Seller Fees** means the fees charged by BNGx to the Seller in accordance with the Seller Policy and which is agreed between BNGx and the Seller.

**Seller Policy** means the BNGx.com "Seller Policy".

**Seller's Asset Warranties** means the representations and warranties of the Seller set out in part 2 (*Seller's Asset Warranties*) of schedule 2 (*Seller's Warranties*).

**Seller's General Warranties** means the representations and warranties of the Seller set out in part 1 (*Seller's General Warranties*) of schedule 2 (*Seller's Warranties*).

**Seller's Metric File** means the seller's metric file related to a Gain Site, successfully registered on the Register, and most recently uploaded to the Exchange.

**Specified Habitat Enhancement(s)** has the meaning given to such term in the Transaction Summary.

**Stripe** means an authorised third-party electronic money institution called Stripe Payments UK Limited

**Terms of Use** means the BNGx.com "Terms of Use".

**Transaction Summary** means collectively the sections entitled "*Parties*" and "*Commercial Particulars*" on page 1 of this Agreement.

## Part 2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) a reference to a clause or schedule is a reference to a clause or schedule of this Agreement;
- (b) a reference to **GBP, Great British pounds** or **£** shall be construed as a reference to the lawful currency of the United Kingdom;
- (c) a reference to a **Party** shall include any permitted assignee or successor to such Party in accordance with this Agreement;
- (d) a **person** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing or any successor or successors of such party;
- (e) words importing the singular include the plural and vice versa;
- (f) a reference to any law or enactment is to that law or enactment, as it may be applied, amended or re-enacted from time to time and includes any legislation in any jurisdiction; and
- (g) headings are included in this Agreement for convenience only.

## Schedule 2 Seller's Warranties

### Part 1 Seller's General Warranties

The Seller warrants to the Purchaser that:

- 1 where the Seller is a corporate entity, it is validly incorporated, in existence and duly registered under the laws of its jurisdiction of incorporation;
- 2 it has the full legal capacity, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- 3 this Agreement will, when entered into, constitute a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as limited by insolvency, bankruptcy or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;
- 4 the entry into this Agreement and the completion of the transactions contemplated under this Agreement is lawful under the laws of the country in which the Seller is incorporated or is based, as applicable, and the jurisdiction in which it operates, and such sale will not contravene any law, regulation or regulatory policy applicable to the Seller;
- 5 the Seller is acting on its own account and is not acting on behalf of another person;
- 6 the Seller has completed and delivered to BNGx all information required to verify its status and identity and such information is true, accurate and not misleading as at the date hereof; and
- 7 to the extent required by applicable laws, the Seller is in compliance with all Anti-Money Laundering Laws and Anti-Corruption Laws.

### Part 2 Seller's Asset Warranties

The Seller warrants to the Purchaser that:

- 8 the Gain Site in respect of the Specified Habitat Enhancement(s) has been registered on the Register in accordance with Regulation 11 of the *Biodiversity Gain Site Regulations 2024* and, as at the Sale Date, remains registered on Register;
- 9 it is the sole Relevant Person in respect of the Register Entry or Register Entries;
- 10 as at the Sale Date, it is the sole legal and beneficial owner of the Biodiversity Units;
- 11 as at the Sale Date, the Register Entry or Register Entries relating to the Specified Habitat Enhancement(s) have not been allocated to a Development on the Register;
- 12 there is no dispute (actual or threatened) in relation to the nature, existence or ownership of the Specified Habitat Enhancement(s) or the Register Entry or Register Entries relating thereto, including but not limited to notices under Regulations 24, 26 and 27 of the *Biodiversity Gain Site Register Regulations 2024*; and
- 13 as at the Sale Date, it is in compliance with the relevant S106 Agreement or Conservation Covenant and it has no reason to believe that it will not comply with the terms of the relevant S106 Agreement or Conservation Covenant.

## Schedule 3 Purchaser's Warranties

The Purchaser warrants to the Seller that:

- 1 the Purchaser has the full legal capacity, power and authority to enter into and deliver this Agreement and to perform their obligations under this Agreement;
- 2 this Agreement will, when entered into, constitute a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as limited by insolvency, bankruptcy or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;
- 3 the entry into this Agreement and the completion of the transactions contemplated under this Agreement is lawful under the laws of the country in which the Purchaser lives, and the jurisdiction in which the Purchaser operates, and such purchase will not contravene any law, regulation or regulatory policy applicable to the Purchaser;
- 4 the Purchaser is purchasing the Biodiversity Unit(s) for their own account and is not acting on behalf of another person and does not have any current agreement or understanding, directly or indirectly, with any person to sell, transfer or distribute any of the Biodiversity Unit(s);
- 5 the Purchaser has conducted their own analysis and made their own decision to enter into this Agreement and agrees to purchase the Biodiversity Unit(s) and has obtained such independent advice (including accounting, legal and tax advice) in this regard as they deemed appropriate, and the Purchaser has not relied in such decision on any person other than their own independent representatives;
- 6 the Purchaser has completed and delivered to BNGx all information required to verify their status and identity and such information is true, accurate and not misleading as at the date of this Agreement;
- 7 to the extent required by applicable laws, the Purchaser is in compliance with all Anti-Money Laundering Laws and Anti-Corruption Laws;
- 8 neither the Purchaser, nor any person having a direct or indirect beneficial interest in the Biodiversity Unit(s) to be acquired by the Purchaser, is a Sanctioned Person, or a child, spouse, parent or sibling of a Sanctioned Person;
- 9 the Purchaser will not use any Biodiversity Unit(s) directly or indirectly, in connection with any transaction, dealing or activity in violation of Anti-Money Laundering Laws, Anti-Corruption Laws or Sanctions; and
- 10 the Purchase Price has not been obtained in violation of applicable laws, including applicable Anti-Money Laundering Laws, Anti-Corruption Laws or counter-terrorism laws.

# Completion Schedule



-  - Grassland - Lowland meadows - 0.0050888 hectares - Condition: Good

