

DATED

2020

(1) SIBELCO UK LIMITED

- and -

(2) AMANDA BURRELL

FARM BUSINESS TENANCY
AGREEMENT

relating to
Wicken North Farm

GRAZING LICENCE

PARTICULARS

Grazing Licences & Country side Steward Shup

DATE OF AGREEMENT:

PARTIES:

The Licensor:

Foulden Latimer Estate Limited

Of:

Church Farm, Hythe Road, Foulden, Thetford,

Norfolk, IP26 5AH

The Licensee:

Peter MacIntosh and Amanda Burrell

Of:

Gravel Pit, Lynn Road, Wereham, Norfolk, PE33

9BD

GRAZING AREA:

Land at Foulden Latimer Estate for the purpose of identification only shown on the attached map and coloured per the key for ELS EKS Very low input grassland, HLS HK Grassland and ELS EK2 Low

input grassland

APPROVED ANIMALS:

More particularly described in the Schedule to this

Licence

TOTAL HECTARES (ACRES):

92.07 Hectares (which will also be shared and

grazed as required by the Licensor's livestock

PERIOD:

From the 1st Day of March 2020 to the 28th day of February 2021. Subject to the right of the Licensor to terminate the Agreement at any time in whole or in part by not less than twenty-eight days written

notice to the licensee

LICENCE FEE:

PAYMENT DATE(S):

Quarterly in advance with the first payment being

due on the commencement of this agreement (1st

March).

INDEPENDENT EXPERT:

Insight Rural Consultants Ltd

Cranley Manor, Eye, Suffolk. IP23 7NX

1. The Licensee agrees:

1.1. To pay to the Licensor the Licence Fee on or before the Payment Date(s) for the use of the Grazing Area for the Period

1.2. To use the Grazing Area for the purpose of grazing by Approved Animals only and for no other purpose.

1.3. To pay a fair proportion of any agreed costs involved with improving the grass

- 3.3. Nothing in this Licence prevents the Licensor from entering the Grazing Area and carrying out any operations reasonably required (whether under the Scheme or not)
- 3.4. This Licence may be terminated at any time in relation to the whole or any part of the Grazing Area by the Licensor upon giving one month's written notice to the Licensee whereupon the Licensor shall refund to the Licensee a proportionate part of and Grazing Fee paid in advance
- 3.5. In case of any dispute arising from this Licence either party may refer such dispute to the Independent Expert for determination and his decision which shall be made as expert and not as arbitrator shall be final and binding on the parties and the cost of such reference shall be in his award

ADDITIONAL TERMS

To indemnify the Licensor against a breach of the regulations.

AS WITNESS the hands of the parties hereto the day and year first before written

SCHEDULE

Land/Grid Reference
Ha/Acres
Approved Animals
Maximum no. Species

Fields as defined in Schedule 1 & 2

92.07 Has 200 Ewes, 8 rams and 400 lambs less than 12 months old

Schedule 1: List of fields, areas,

Schedule 2: Map of fields and schemes

Schedule 3: HLS HK7 Management Prescriptions (by e-mail)

Schedule 4: HLS HK15 Management Prescriptions (by e-mail)

Schedule 5: ELS EK2 Management Prescriptions (by e-mail)

Schedule 6: ELS EK3 Management Prescriptions (by e-mail)

Schedule 7: Guide to complying with NVZ rules in England 2013 -2016 (by e-mail)

Schedule 8: Guide to Cross Compliance in England 2017 (by e-mail)

Licensor's CPH Number 28/614/0033

Licensee's CPH Number 20/613/0138