

**DATED**

13 October 2021

**NORFOLK WILDLIFE TRUST**

**And**

**ENVIRONMENT AGENCY**

**MANAGEMENT AGREEMENT  
RELATING TO HABITAT MAINTENANCE WORKS AT HICKLING (POTTER  
HEIGHAM) REEDBED**

THIS Deed is made the 13 day of October 2021

**BETWEEN**

- 1) **NORFOLK WILDLIFE TRUST (Company No. [REDACTED])** whose registered office is at [REDACTED] [REDACTED] ("the Partner") which expression shall include its successors or assigns);
- 2) **ENVIRONMENT AGENCY** of Kingfisher House, Goldhay Way, Orton Goldhay, Peterborough, Cambridgeshire, PE2 5ZR ("the Agency" which expression shall include its successors or assigns)

together referred to as the "Parties" and individually as a "Party"

**WHEREAS**

- (A) The Agency is a non-departmental government body established by the Environment Act 1995. The Agency has a very wide range of duties and permissive powers under the Water Resources Act 1991, Land Drainage Act 1991, Environment Act 1995, Town & Country Planning Act 1990 and Countryside and Rights of Way Act 2000.
- (B) Pursuant to the Directive (as hereinafter defined) internationally designated sites need to be conserved for their future protection. There are a number of such designated sites protected by the Directive.
- (C) The Agency is likely to change its flood risk management practice in relation to these sites. The change in management practice may cause or exacerbate habitat loss and as such may have an adverse effect on the integrity of the sites. Consequently the Agency is required by the Directive to provide compensatory / replacement habitat to offset any losses.
- (D) The Agency owns the Site which has been identified as suitable to be used as compensatory habitat as defined by the Directive.
- (E) The aim of this Agreement is to set out the Parties' rights and obligations in respect of the management and maintenance of the Works located at the Site.

**NOW THIS DEED** is made as follows:-

1. In this Agreement

1.1 The following expressions shall unless the context otherwise requires have the following meanings:-

‘Abstraction Licence’ the transfer licence pursuant to section 24 of the Water Resources Act 1991 held by the Norfolk Wildlife Trust and referenced [REDACTED]

‘Adjacent Site’ means the land situated at Heigham Sound, Potter Heigham, Great Yarmouth shown edged red on Plan B and covered by the Section 30 Agreement dated 15 March 2015 made pursuant to section 30 of the Anglian Water Authority Act 1977.

‘Agreement’ means this Deed.

‘Commencement Date’ means the date at the head of this Agreement.

‘Consents’ means any consent that may be necessary for carrying out the Site Maintenance including but not limited to consent under the Land Drainage Act 1991, Water Resources Act 1991 (and any Byelaws made under the same) Environment Act 1995, Environmental Protection Act 1990 and the Reservoirs Act 1975 and any statutory order or regulation made under the same.

“Contractor” means any contractor appointed by the Partner in accordance with clause 6 of this Agreement.

“CPI” means the consumer price index as published by the Office of National Statistics.

“Data Protection Legislation”	means (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable data protection and privacy laws in force from time to time in the United Kingdom.
‘Directive’	means the European Council Directive 92/43/EEC and the Birds Directive (Council Directive 79/409/EEC) which created a network of protected wildlife areas across the European Union, known as the Natura 2000 series, which have been incorporated into UK law by the Conservation (Natural Habitats etc) Regulations 1994.
‘Freedom of Information Legislation’	means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
‘Functions’	means the statutory duties powers and obligations imposed or granted to the Agency by the Water Resources Act 1991, the Environment Act 1995 and all other enabling legislation.
‘Parties’	means the parties to this Agreement.
‘Plans’	means Plan A and Plan B annexed to this Agreement.
‘Project’	means the project delivered by the Partner to maintain and enhance 42 hectares of wetland grazing and reed bed on the Site to fulfil the requirement of the Directive in providing compensatory / replacement habitat detailed in the First Schedule, and the maintenance of the Site in accordance with the Site Management and Monitoring Plan to fulfil the Agency’s statutory duties pursuant to the Directive.

'Section 30 Agreement'	means the agreement made pursuant to section 30 of the Anglian Water Authority Act 1977 between the Agency, Norfolk Wildlife Trust and Natural England.
'Site'	means the land at Middle Wall, Potter Heigham, Norfolk, registered title at HM Land Registry under title numbers NK339367, NK339369, NK339370 (part) and NK339371, shown edged red on the Plan A, the legal estate of which will be vested in the Agency.
'Site Management and Monitoring Plan'	means the site management and monitoring plan for the Works, which shall be reviewed and updated in accordance with clause 2 below.
'Total Maintenance Costs'	means [REDACTED] of [REDACTED] of the Commencement Date by the amount which the CPI (as published by the Office of National Statistics or successors or such other index as may be agreed between the Parties acting reasonably from time to time) shall have increased during the preceding 12 months.
'Term'	from the date at the head of this Agreement to 25 years from the Commencement Date (unless earlier determined or terminated in accordance with this Agreement).
'VAT'	means the rate of VAT in force at any time and payable where appropriate by the Agency to the Partner against all agreed areas of expenditure where this cannot be reclaimed by the Partner.
'Works'	means the wetland, reedbed and water control structures and water retaining earth bunds delivered as part of the Project and located at the Site.

- 1.2 References to clauses and schedules are references to clauses in or schedules to this Agreement and references to this Agreement shall be taken to include references to any recital or clause in or schedule to this Agreement.
- 1.3 Words importing the singular shall include the plural and vice versa; words importing any gender include every gender; words importing persons include firms, companies and corporations.
- 1.4 Any reference to any enactment (including the Directive) including a reference to it as amended (whether before or after the date of this Agreement) and to any other enactment which where after the Commencement Date directly or indirectly replaces it with or without amendments.

## **2 Site Management and Monitoring Plan**

- 2.1 Within 3 months after the Commencement Date, the Partner shall produce an updated Site Management and Monitoring Plan that details the management and maintenance levels and site monitoring that are required to ensure that the Site fulfils and continues to fulfil the aims of the Project and that the Agency complies with its obligations under the Reservoirs Act 1975 as 'Reservoir Undertaker' throughout the Term ("the Site Management and Monitoring Plan") together with a forecast of estimated costs for the next 5 years and upon its completion send a copy to the Agency for its approval. The Partner shall review and update the Site Management and Monitoring Plan every 5 years.
- 2.2 Within 1 month of the receipt of the updated Site Management and Monitoring Plan the Agency may either approve or reject the updated Site Management and Monitoring Plan and if the Agency:
  - 2.2.1 approves the Site Management and Monitoring Plan it shall notify the Partner of the same and the Site Management and Monitoring Plan may only be amended or varied by the consent of the Agency;
  - 2.2.2 rejects the Site Management and Monitoring Plan it shall detail in writing the grounds that of rejection ("the Rejection Reasons") and send these to the Partner. Within 1 month of receipt of the Rejection Reasons the Partner shall produce a new Site Management and Monitoring Plan taking into account the Rejection Reasons and send it to the Agency for Approval. If the Agency approves the Site Management and Monitoring

Plan it shall notify the Partner of the same and the Site Management and Monitoring Plan may only be amended or varied by the consent of the Agency and if the Agency rejects the Site Management and Monitoring Plan this Agreement shall forthwith terminate.

### **3 Site Maintenance**

- 3.1 From the Commencement Date and throughout the Term the Partner shall manage, monitor, improve, inspect, repair, maintain, re-new and replace the Works and the Site in accordance with the Site Management and Monitoring Plan and to the Agency's reasonable satisfaction.
- 3.2 The Partner shall undertake and fully comply with the duties and responsibilities as a reservoir 'undertaker' under the Reservoirs Act 1975.
- 3.3 The Partner shall undertake to record such information as is required in the Site Management and Monitoring Plan to fulfil the aims of the Project.

### **4 Land Use**

- 4.1 It is acknowledged that to fulfil the aims of the Project the Partner may wish to arrange for the Site to be grazed by cattle and/or sheep and or ponies periodically. By this Agreement the Agency hereby appoints the Partner as its agents for the purposes of granting tenancies or licences to third parties ("a Grazier") of the whole or any part of the Site for the purposes of allowing cattle and/or sheep and or ponies the Site and no other, PROVIDED THAT:
  - 4.1.1 any such tenancy or licence to a Grazier shall be for no longer period or term than two years without conferring on the Grazier any right (whether statutory or otherwise) to remain in occupation of the Site beyond the expiry of the contractual term granted by the tenancy or licence, or the expiry of this Agreement;
  - 4.1.2 prior to the completion of any such tenancy or licence with a Grazier the Partner shall obtain the Agency's approval to the terms of the intended grazing agreement within 28 days of the completion of any such tenancy or licence the Partner shall provide a certified copy of such agreement to the Agency;

- 4.1.3 the granting of any such tenancy or licence shall not absolve the Partner of its obligations under the Terms of this Agreement and notwithstanding any such arrangement and any act or omission of the Grazier, whether deliberate or otherwise, it is agreed that the Partner remains primarily liable to the Agency for the performance of its obligations under this Agreement and the fulfilment of the aims of the Project;
- 4.1.4 In the event of any breach by a Grazier of any of the terms of this Agreement the Partner will use all best endeavours at its own expense to remedy such breach and to terminate the tenancy or licence and deliver vacant possession of the Site to the Agency and the Partner shall indemnify the Agency against any costs claims losses or liabilities claimed against or suffered by the Agency as a result of the acts or omissions of a Grazier;
- 4.1.5 The Partner shall account to the Agency the net proceeds of any rental or grazing income received from a Grazier (less the Partner's and its Contractors/agents and reasonable legal costs incurred in letting and managing the letting of the Site as described in this clause 4.1) on an annual basis.
- 4.2 The Partner shall pay in a timely manner all rates and charges properly due in connection with the Site to the Broads Internal Drainage Board.
- 4.3 In fulfilling its obligations under this Agreement the Partner also acknowledges and accepts the Agency's rights as set out in the Section 30 Agreement in respect of the Adjacent Site.

## 5 **Payment**

- 5.1 The Agency shall pay to the Partner:
- 5.1.1 the Partner's costs reasonably incurred by it in maintaining the Works and the Site in accordance with Clause 3.1, including any unrecoverable VAT at the applicable rate using where appropriate the rates shown for personnel and activities in the Second Schedule (the cost of maintaining the Works and the Site shall not include the cost of any insurance premiums incurred by the Partner);

- 5.1.2 the value of any Contractor invoice reasonably incurred by the Partner in maintaining the Works and the Site in accordance with clause 3.1.
- 5.2 All sums payable under this Clause 5 shall be payable within 30 days of the Partner submitting to the Agency a properly made out invoice (which shall include an itemised break down of the sums claimed).
- 5.3 In the event that the Partner should receive any income pursuant to clause 4.1 or any other income whatsoever generated by the Site then this shall be deducted from the amount payable to the Agency in accordance with clause 5.1. In the event that any such income should create a positive balance in favour of the Agency then the full amount of this positive balance shall be payable by the Partner to the Agency without any deductions.
- 5.4 All sums payable under clause 4.2 shall be repaid to the Partner by the Agency on production of a copy of the invoice from the Internal Drainage Board.
- 5.5 The total amount payable by the Agency to the Partner in accordance with clause 5.1 above shall under no circumstances exceed the Total Maintenance Costs per annum unless previously agreed between the Parties in writing.

## **6 Partner's Appointment of Contractors**

- 6.1 The Partner shall obtain at least 3 quotations from Contractors for undertaking or in connection with the management and maintenance of the Site pursuant to clause 3.1 to demonstrate that these give value for money, UNLESS any part of the said management and maintenance is of such a specialist nature that it is not practicable to obtain 3 quotations or the said management and maintenance is undertaken by the Partner's in-house workforce.
- 6.2 Save as set out in the Proviso below in the event that the Partner wishes to appoint any Contractor, it shall, on or before the date falling 21 days prior to the proposed appointment, give notice to the Agency providing reasonable details of the identity and functions of such Contractor. On or before the date falling 14 days prior to the proposed appointment, the Agency may give written notice to the Partner objecting to the appointment of the Contractor. The Agency's notice of objection must specify one of the following grounds of objection to the proposed person or Contractor, namely that he or it:

- 6.2.1 lacks relevant competence, qualifications, skill, expertise or financial strength in relation to its proposed functions;
  - 6.2.2 has been proven to have failed when working previously for the Agency to comply with requirements imposed by Law (including, without limitation, requirements relating to National Insurance and health and safety) and that he or it has not thereafter taken adequate steps to ensure that such failure is not repeated;
  - 6.2.3 lacks an appropriate environmental and/or health & safety policy .
- 6.3 The Partner shall not appoint a Contractor proposed under this Sub-Clause where the Agency has given a notice of objection together with supporting evidence where appropriate to the proposed appointment on any one or more of the grounds stated above.
- 6.4 The Partner shall only appoint a Contractor on such terms whereby the Partner may terminate that appointment on receipt of notice by the Agency that the relevant Contractor has acted or is acting in a way that infringes against any one or more of the Agency's grounds of objection set out at Sub-Clause 8.3 above and the Partner shall terminate the appointment of that Contractor for the purposes of this Agreement upon receipt of a notice from the Agency to that effect.
- 6.5 The Partner is not to be relieved or excused of responsibility or liability under this Agreement nor is performance of its obligations to be affected by the appointment by it of any Contractor, supplier or consultant or any other delegation of its duties under this Agreement.
- 6.6 The Partner will not be entitled to raise by way of defence to any action by the Agency for breach or non-performance of its obligations that such breach or non-performance is attributable (in whole or part) to the acts, omissions or neglect of any Contractor, supplier or consultant or the agents, employees and workmen of any of them.
- 6.7 The Partner shall be responsible for the acts, omission and neglect of any Contractor, supplier or consultant employed or appointed in relation to the Project, their agents or employees, to the extent that those acts, omissions or neglect constitute breaches of the terms of this Agreement and result in losses to

the Agency or its agents or servants, as if they were the acts, omissions or neglect of the Partner, its agents or employees.

- 6.8 Where the Partner appoints a contractor consultant or agency pursuant to this clause its processes in appointing that contractor shall be fair transparent and non-discriminatory.

## **7 Term and Termination**

- 7.1 This Agreement shall start at the Commencement Date and remain in full force and effect throughout the Term unless earlier terminated in accordance with the provision below:

7.1.1 a breach of any other condition in this Agreement;

7.1.2 if the Agency is no longer obliged by the Directive to maintain the Land as compensatory/replacement habitat and/or there are in the reasonable opinion of the Agency insufficient water levels to maintain (in a sustainable and cost effective manner) the Project the Agency shall give the Partner one year's notice and upon the expiry of such notice the Term shall immediately cease and this Agreement shall terminate.

7.1.3 In the event that a condition attached to the Abstraction Licence is varied and that, for the purposes of this Agreement, the variation is considered unacceptable to the Agency; or the Abstraction Licence is revoked, the Term shall immediately cease and this Agreement shall terminate

7.1.4 In the circumstances of 7.1.2 and 7.1.3 or any other condition not caused by any break or omission on the part of the Partner that would lead the Environment Agency to terminate the contract, the Environment Agency shall meet all reasonable costs incurred by the Partner under this Agreement, including (but not limited to) the programme of works and budget up to the date of termination, including any residual liabilities arising from the Partner's termination of contracts with third party contractors that the Partner cannot reasonably mitigate against.

- 7.2 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly

or by implication intended to come into or continue in force on or after such termination.

## **8. Breach of Agreement**

8.1 If the Partner fails to comply with the terms of this agreement the Agency shall be entitled to serve notice on the Partner specifying:-

8.1.1 the breach alleged;

8.1.2 the action considered reasonably necessary by the Agency to remedy the effect of the breach;

8.1.3 a reasonable time within which these steps shall be carried out.

8.2 If the Agency serves a notice under sub-clause 8.1 above and the Partner fails to carry out the specified action within the specified time the Agency shall be entitled and have power to enter the Site and carry out such works as are necessary to remedy the effect of the breach and may recover the expenses reasonably incurred in so doing from the Partner.

8.3 The provisions of this clause are without prejudice to any other remedies that may be open to the Agency by virtue of this agreement or through the exercise of the Functions.

## **9. Project Liaison**

9.1 Both Parties will ensure ongoing liaison with all affected parties throughout the Project.

9.2 On each and every anniversary of the Commencement Date, or at a more appropriate date during the year, throughout the Term the Partner shall meet with the Agency with a written report specifying the following:

9.2.1 the ecological functioning of the Site based on the results of monitoring;

9.2.2 the Partner's anticipated cost of complying with clauses 3.1 above for the forthcoming 12 months and a summary of expenditure for the previous 12 months.

## **10 Non Profit**

Not used.

**11 Statutory Obligations and Permissions**

- 11.1 The Partner acknowledges that the Agency is bound by the Freedom of Information Legislation and that the Agency is subject to statutory obligations for disclosure and publication of certain information, and as such the Agency is unable to give any undertaking not to release information about the Project or this Agreement that conflicts with such laws.
- 11.2 The Partner shall at its own expense comply, and procure that its Staff comply, with all laws and regulations applicable to the Project and its involvement in it including all health and safety legislation, Data Protection legislation, the Equality Act 2010 and the Bribery Act 2010.
- 11.3 The Partner shall be responsible for securing and maintaining such permissions, licences, consents or approvals as it needs in connection with the Project.

**12 Entire Agreement**

This Agreement shall supersede all arrangements or agreements relating to all matters which are in it and which were previously entered into or made between the Parties hereto relating to the Project and all such arrangements or agreements are hereby terminated.

**13 Variation**

No variation, addition, deletion or modification to this Agreement shall be valid unless agreed in writing between the Parties hereto.

**14 Mutual Assurance**

Each of the Parties undertakes with that it has full power and authority to enter into this Agreement.

**15 Notice**

Any notices required to be delivered under this Agreement shall be in writing signed by a duly authorised officer of the relevant Party and delivered to the other Party at the address given above. E-mail may be used for ease of administration but communications by such means shall not be contractually binding.

16 **Agency**

Nothing in this Agreement shall be deemed to constitute a Partnership or a joint venture between the Parties, nor constitute any Party the agent of the other Party.

17 **Statutory Discretion**

17.1 Nothing in the Agreement shall prejudice or affect the Agency's exercise of its functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed under the Environment Act 1995, or any other legislative provision, enactment, byelaw or regulation whatsoever.

18 **Assignment**

No Party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior consent in writing of the other Parties.

19 **Third Party Rights**

For the purpose of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer on a Third Party any benefit or right to enforce a term of this Agreement.

20 **Waiver**

20.1 No failure or delay by the Parties in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege.

20.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by the law. No waiver will be effective unless made in writing.

21 **Arbitration**

In the event of a dispute between the Parties arising out of or in connection with this Agreement or the rights and liabilities of either of the Parties the matter will be referred for arbitration by either party in accordance with the Arbitration Act 1996.

**22 Force Majeure**

Neither party shall be liable for any failure or delay in performance of this Agreement which is caused by any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

**23 Jurisdiction**

The formation of this Agreement and all matters or disputes arising under or in connection with it shall be governed by English law.

**24 Health & Safety**

24.1 In carrying out this Agreement the Partner shall be responsible for its own health and safety procedures, and shall ensure and shall procure that any subcontractors shall, implement, maintain, operate and change over time (as may be appropriate) a safe system of work. Without prejudice to the generality of the foregoing, the Partner shall, and shall procure that any subcontractors shall:

24.1.1 comply with all legislation relating to health and safety;

24.1.2 comply with all relevant health and safety codes which have been approved by the Health and Safety Executive or any successor body;

24.1.3 maintain up to date health and safety files;

- 24.1.4 comply with any standing and other procedures of the Agency with regard to safe operations and work as may be notified to it from time to time;
- 24.1.5 co-operate with such personnel of the Agency as notified to the Partner by the Agency's Representative so as to enable such personnel to discharge their duties under any legislation relating to health and safety;
- 24.1.6 comply with the Partner's safety management systems;
- 24.1.7 be responsible for establishing and maintaining, through persons designated by the Agency from time to time, lines of communication and procedures to ensure that all necessary managerial approvals are obtained and liaisons are carried out pursuant to any standing procedures of the Agency from time to time to implement a safe system of working acceptable to the Agency; and
- 24.1.8 ensure that its personnel (including but not limited to volunteers) have received appropriate health and safety training.

**25. Indemnity**

- 25.1 The Partner shall be liable for and shall release and indemnify the Agency, its employees, agents and contractors on demand from and against all liability in respect of any claims or losses of any person relating to or connected with the Agreement and which are made against or incurred by the Agency or in respect of which the Agency is joined as a defendant, in respect of:-
  - 25.1.1 personal injury (including injury resulting in death); or
  - 25.1.2 loss of or damage to any property or assets (including property belonging to the Agency or for which the Agency is responsible); or
  - 25.1.3 any Environmental Liability (except for any fine or penalty imposed on the Agency); or
  - 25.1.4 any other actions, claims, demands, losses, costs, charges and expenses (including legal expenses reasonably and properly incurred) whatsoever made against or incurred by the Agency.
- 25.2 The Partner shall not be responsible for nor shall it be obliged to indemnify the Agency for any injury, losses, damage, claims, actions, demands, charges, costs

or expenses including legal expenses caused by the negligence of the Agency, its employees, agents or contractors other than the Partner or by the breach by the Agency of its obligations under this Agreement.

**26 Liability for Taxes, Dues and Other Charges**

Each Party shall bear its own liability for any taxes and/or charges payable in respect of this Agreement.

**27. Auditing**

27.1 The Agency is a public body required to have its activities and contracts independently audited. The National Audit Office presently provides these services.

27.2 The Agency reserves the right for itself and all others duly authorised to:

27.2.1 audit the procedures of the Partner relating to the Project;

27.2.2 enter on to the Partner's premises and any other site at which the services or any of them are being provided, in order to inspect and audit the provision of the services or any of them, and to make and take away copies of all accounts, results, records, plans, schedules, documents, disks, data and information relating to the Project, at any time and whether during or after the period of the Agreement.

**28 Publicity**

28.1 No Party shall make any public announcement, disclosure or statement concerning the Project or this Agreement without the prior written consent of the other Party.

28.2 All signage erected or placed on the Site and all promotional material concerning the Project shall be previously agreed by the Parties.

28.3 It shall be reasonable for any Party to object to the publication of this Agreement; however, the Partner agrees that the Agency has particular statutory obligations in respect of publicising information that it must observe and the observance of such obligations shall not be a breach of this Agreement.

29 **Severance**

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.

30 **Insurance**

30.1 The Partner shall take out and maintain at all times during the term of this Agreement public and employer's liability insurance with a reputable insurance company acceptable to the Agency acting reasonably covering all matters which are the subject of indemnities and undertakings on the part of the Partner contained in this Agreement, the limits of such Insurances to be as a minimum, as follows:

30.1.1 Public and Product Liability Insurance in the sum of five million pounds for any one occurrence; and

30.1.2 Employer's Liability Insurance in the sum of ten million pounds for any one occurrence.

30.2 The Agency reserves the right at any time to require proof that such insurances are in place and that premiums are kept up to date throughout the life of the Agreement.

30.3 The Partner warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in this clause 30 being or becoming void, voidable or unenforceable.

31. **Right to Enter**

The Agency grants to the Partner and its contractors servants and agents the right to enter the Site with or without plant and machinery and all times to undertake its obligations in accordance with the terms of this Agreement.

32 **Costs**

Each Party shall pay their own legal fees in connection with the negotiation and completion of this Agreement.







# PLAN B

