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David Colgan
Environmental and Energy Manager
GA Pet Food Partners Limited
Unit 2 Revolution Park
Buckshaw Avenue
Buckshaw Village
Chorley
Lancashire
PR7 7DW

Date: 14th June 2024

Osprey Ref: 63278 001 Issue 1

Dear David,

GA Pet Food Partners Limited – Proposal for Wind Turbine Instrument Flight Procedure (IFP) Safeguarding Assessment

Introduction

As a CAA Approved Procedure Design Organisation (APDO) and specialist aviation consultancy, Osprey has extensive experience and regulatory knowledge in the Instrument Flight Procedure (IFP) and Air Traffic Management (ATM) environment and has provided physical and technical Safeguarding support to a range of clients, honing our approach and methodology to deliver accurate and credible assessments.

Following your request, I am pleased to provide Osprey Consulting Services Limited's (Osprey) proposal for an IFP Safeguarding report comprising:

- An assessment to determine if the proposed Wind Turbine may impact the published IFPs at Warton Aerodrome.

Detailed below, is our approach to this assessment:

- **Task 1 – IFP Report**
A qualified Procedure Designer (UK CAA APD) will assess the planned Wind Turbine, as detailed in email sent to Osprey on 05/06/2024 at 10:50am, to determine if any impact on the published IFPs at Warton Aerodrome is expected.

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Reporting Deliverables

Osprey will provide a summary report (the “Deliverable”) documenting the methodology and results for the above assessments. Any proposed recommendations will be documented and explained. The report will be produced in the following format:

- .PDF Report for the IFP assessment.

Assumptions, Dependencies and Exclusions

No	Assumption
A1	It is assumed that the provided Wind Turbine parameters will not change from the information provided to Osprey on 05/06/2024 at 10:50am
A2	Any modifications to the scope of work of this proposal may necessitate an amendment to this proposal and/or a revision of the offer price set out below.
A3	Any delay to the estimated completion date below due to causes outside the reasonable control of Osprey or delays by the Client in the provision of sites, information or personnel may also require a revision of the offer price set out below.
A4	These Assumptions and the Dependencies stated below have been priced into our offer price. In the event that any of these are not met, provided on time and/or to quality, Osprey reserves the right to review and amend the scope of work and/or the offer price.
A5	All Osprey Deliverables shall be deemed accepted by the Client after 5 working days from delivery. Any requests for modifications within those 5 working days will be considered by Osprey but may require revisions to the scope of work and/or the offer price.

Table 1: Assumptions

No	Dependency
D1	Any proposed solutions, estimated timescales and pricing are dependent on the accuracy and completeness of the information provided by the Client at any time.
D2	The Client will provide a point of contact for all questions and requests for information regarding this work.

Table 2: Dependencies

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No	Exclusions (any such work would need to be separately agreed and undertaken at additional cost)
E1	The price excludes associated redesign costs should there be any impact on the IFPs.
E2	An Obstacle Limitation Surfaces (OLS) or Communications, Navigation and Surveillance (CNS) assessment is not included within this proposal.

Table 3: Exclusions

Price

Osprey will undertake the work described in this proposal on a fixed fee basis. This means that, subject to the assumptions and dependencies set out in this proposal, Osprey's professional fees for this work will be fixed at the prices set out in the table below excluding VAT.

Item	Fixed Fee (ex. VAT)
Task 1 IFP Report	£4,950
Total Price	£4,950

Table 4: Task Pricing

Any work outside of the scope of work stated above (including letter writing) may also be undertaken by Osprey under this proposal up to a total value of £5,000. Any such additional work shall be agreed in writing between Osprey and the Client and charged at Osprey's current rates.

The prices stated above are priced strictly on the basis of 30 days payment terms and is exclusive of VAT, which will be charged at the prevailing rate.

Travel and subsistence expenses will be charged separately. At this time Osprey does not anticipate incurring any travel or subsistence expenses in connection with this proposal. We will notify you if this changes and before incurring any such expenses.

The pricing given above is provided on the basis of the assumptions and dependencies set out in this proposal about the nature and the extent of the work required and when it is anticipated to be undertaken. Osprey reserves the right to revise this pricing if those assumptions and/or dependencies are inaccurate or unfulfilled and/or if additional work is required.

Invoicing

Osprey will invoice its professional fees, materials and expenses on delivery of the Deliverables save that should Osprey inform the Client that any estimated timescale stated below needs to be



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extended beyond one month for any reason, Osprey reserves the right to immediately submit an interim invoice for costs incurred to that date.

Timescales

Osprey anticipates starting work within six weeks from receipt of signed authorisation of this proposal and an acceptable Purchase Order.

Osprey estimates that the work described in this proposal will take 5 days from commencement. This timescale is not guaranteed.

Contractual Arrangements

This proposal is subject to the attached Osprey Terms of Business.

This proposal is valid for 30 days from the date stated at the top of this letter.

In Summary

If you wish to proceed with this offer, please complete and sign and the Proposal Acceptance Form below and return to the undersigned along with a valid Purchase Order.

I hope that the above information is acceptable to you and trust that should you require any clarification you will not hesitate to contact your usual Osprey contact.

Yours sincerely,

DocuSigned by:

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Sarah Cole

Group Legal Counsel

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PROPOSAL ACCEPTANCE

By signing below GA Pet Food Partners Limited authorises Osprey Consulting Services Limited to proceed with the programme of work described in this proposal 63278/001 on the attached Terms of Business.

Signed on behalf of GA Pet Food Partners Limited by: _____

Name: _____

Dated: _____

Client PO number for this supply is: _____

Company Name: _____

For Attention Of:
(if different to Company Name): _____

INVOICE ADDRESS: _____

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Terms of business (UK)

1 Scope and interpretation

- 1.1 This Agreement is made between Osprey Consulting Services Limited (company number 06034579) whose registered office is at Harston Mill, Royston Road, Harston, Cambridge, CB22 7GG, UK ("Osprey") and the person, company or organisation ("Client") specified in the proposal attached to these Terms ("Proposal").
- 1.2 These Terms and the Proposal collectively comprise the "Agreement". If there is any conflict or ambiguity between these Terms and the Proposal, the Terms shall take precedence. No terms and conditions referred to or set out in any purchase order, confirmation of order, specification or other document provided by the Client shall form part of this Agreement or apply to the provision of the Services.
- 1.3 In these terms of business:
 - i) "Business Days" are Monday to Friday excluding public holidays in England;
 - ii) "Deliverables" means all deliverables and other results of the Services (whether tangible, intangible, verbal or written) including, but not limited to, samples, substances, prototypes, products, equipment, materials, conclusions, advice, forecasts, recommendations, reports, letters and other items or communications provided and/or made available by Osprey to the Client as part of the Services;
 - iii) "Fees" means Osprey's professional fees for the provision of the Services;
 - iv) "Group Company" means a company which controls, is controlled by or is under common control with the relevant party to this Agreement;
 - v) "IP" means patents, utility models, rights in inventions, conceptual solutions, discoveries and improvements, copyright, rights in computer software, typographical rights, registered designs, design rights, semiconductor chip topography rights, database rights, registered and unregistered trademarks, and any other industrial or intellectual property right subsisting in any country in the world and including applications and the right to apply for any of the same in any country in the world; and
 - vi) "Services" means the relevant services described in the Proposal.

2 Performance of Services

- 2.1 Osprey shall perform the Services in good faith using reasonable care and skill in accordance with the relevant Proposal and this Agreement. However, due to the nature of the work involved, Osprey cannot guarantee specific outcomes or results when undertaking the Services.
- 2.2 Osprey does not represent itself as a supplier of those services usually provided by lawyers, insurance brokers and other professional advisors and the Client acknowledges that the Services and/or the Deliverables shall not constitute such services.
- 2.3 The Client agrees to indemnify Osprey and its Group Companies for all costs and expenses incurred in the event that Osprey and/or its Group Companies are compelled by law, regulation, court order or similar directive to provide information, evidence or have other involvement in any dispute, investigation or enquiry involving the Client or its Group Companies except to the extent that such dispute, investigation or enquiry was caused by Osprey's negligence, wilful misconduct or breach of this Agreement.
- 2.4 Osprey does not provide, and the Deliverables, will not constitute, financial or investment advice. Nor is Osprey authorised to provide financial or investment advice under any regulatory body in the United Kingdom, the USA or the rest of the world. All findings and recommendations will therefore always be technical in nature only and should not be used by the Client as the final arbiter in determining whether it should enter into a contractual relationship with a third party. All decisions of this nature are the Client's alone and it should consult its own financial, legal and/or tax advisors (as appropriate) in determining whether to invest in or contract with a third party.
- 2.5 The performance of the Services is subject to any assumptions referred to in the Proposal. Osprey shall not be liable for any failure to perform the Services in accordance with the Proposal or any additional work required resulting from the inaccuracy or non-fulfilment of such assumptions.

3 Personnel

- 3.1 Osprey may sub-contract the performance of parts of the Services to its Group Companies and other third parties as Osprey deems necessary. Osprey will be responsible for the performance of the Services by such third parties.

4 Timescales

- 4.1 Osprey shall use reasonable endeavours to meet any timescales set out in the Proposal or provided subsequently in the course of the Services. However, the Client acknowledges that all such timescales are estimates and not guaranteed.

5 Client Obligations

- 5.1 The Client warrants that:
 - i) the Client's staff (and others over whom the Client may have control) shall fully co-operate with Osprey;
 - ii) all drawings, designs, specifications, maps and other information supplied by the Client will be relevant, up to date, accurate and complete; and
 - iii) the Client has the authority to commission the Services and to enter into this Agreement.
- 5.2 The supply of any Deliverables for which an import and/or export licence, authority, approval or other consent is necessary shall be conditional upon the granting to Osprey of such licence, authority, approval or other consent and the terms and

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conditions thereof. It is the responsibility of the Client to obtain any such licence, authority, approval or other consent and notify Osprey accordingly.

6 Fees and payment

- 6.1 The Client shall pay to Osprey all Fees, expenses and other charges set out in or calculated in accordance with the relevant Proposal and this Agreement. All such sums are exclusive of any applicable VAT, sales and similar taxes.
- 6.2 Unless otherwise specified in the Proposal, Fees, expenses and other charges shall be invoiced monthly in arrears and the Client shall pay the same within 30 days of the date of the invoice. Travel, subsistence and other expenses shall be charged to the Client at cost.
- 6.3 Without prejudice to any other right or remedy Osprey may have, if the Client fails to pay any sums due under this Agreement by the relevant due date, Osprey reserves the right to suspend the performance of the Services until such time as payment of such sums is received in full and to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% per annum above the base rate from time to time of the Bank of England. Such interest shall accrue on a daily basis from the due date until the outstanding amount is paid in full. Osprey also reserves its rights under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.4 If any deduction or withholding is required by law to be made by the Client in relation to any payments due to be paid by the Client to Osprey under this Agreement, the Client shall make the appropriate deduction or withholding required by law, but shall also, at the same time, pay Osprey an additional sum, equal to the value of the withholding or deduction made, to ensure that Osprey nevertheless receives an amount equal to the full value of its invoice. Without prejudice to its other rights, the Client shall make all payments under this Agreement free of set off or counterclaim.
- 6.5 If the Client requests that Osprey submit its invoices through a third party or using a specific invoicing mechanism or service and this results in Osprey incurring charges or not receiving the full value of its invoice, Osprey reserves the right to charge the Client for such charges or shortfall.

7 Confidentiality

- 7.1 In this Agreement "Confidential Information" means the proprietary or confidential information of a party, its Group Companies or a third party which is disclosed by the relevant party ("Disclosing Party") or its Group Companies to the other party ("Receiving Party") or its Group Companies in connection with this Agreement but excluding any information which the Receiving Party can show:
 - i) was in the public domain at the time of disclosure or was subsequently published or made available to the public generally otherwise than through a breach of confidentiality owed to the Disclosing Party or its Group Companies;
 - ii) was at the time of disclosure already known to or in the possession of the Receiving Party or its Group Companies free from any obligation of confidence;
 - iii) is subsequently received by the Receiving Party or its Group Companies from a third party who does not owe any duty of confidence to the Disclosing Party or its Group Companies; or
 - iv) was subsequently independently developed by the Receiving Party's employees, agents or sub-contractors or those of its Group Companies without use of the Disclosing Party's Confidential information
- 7.2 The Receiving Party shall, for a period of 5 years from the date of disclosure, treat the Disclosing Party's Confidential Information as confidential and, in particular, shall not, without the specific prior written consent of the Disclosing Party:
 - i) use or copy any of the Disclosing Party's Confidential Information for any purpose other than the purposes of this Agreement or as part of its electronic archiving procedures;
 - ii) disclose or, through any failure to exercise reasonable care, cause any unauthorised disclosure of any of the Disclosing Party's Confidential Information except to those of its employees, officers, consultants, agents, sub-contractors or advisors, or those of its Group Companies, ("Representatives") who may need to have such Confidential Information in connection with the purposes of this Agreement and who are bound by obligations of confidentiality no less stringent than those in this clause 7; or
 - iii) commercially exploit the Disclosing Party's Confidential Information in any way.
- 7.3 Each party shall ensure that its Representatives and its Group Companies comply with this clause 7, and each party shall be liable for the acts and omissions of its Representatives and its Group Companies as if they were its own under this Agreement.
- 7.4 Nothing in this Agreement shall restrict the Receiving Party or its Group Companies from disclosing any of the Disclosing Party's Confidential Information to the extent required by any applicable law, regulation or court order or the rules of any relevant listing authority provided that, to the extent it is legally permitted to do so, the Receiving Party gives the Disclosing Party as much notice of such disclosure as possible.
- 7.5 Following termination of this Agreement, the Receiving Party shall, at the Disclosing Party's request, return or destroy the Disclosing Party's Confidential Information in the Receiving Party's or its Group Companies possession or control except that the Receiving Party shall not be required to return or destroy any Confidential Information stored in its archived electronic files, provided that such files are accessible only to those persons engaged by the Receiving Party or its Group Companies to be responsible for the safe and secure storage of such files. The Receiving Party shall continue to be responsible for any such Confidential Information it retains electronically.
- 7.6 Except to the extent required by law, the Client may not, without the prior written consent of Osprey, in any external communication that is intended for the public domain (including, but not limited to, any advertising, publicity or news release) name, quote as a source or otherwise refer to Osprey.
- 7.7 Except to the extent required by law, the Client may not name, quote as a source or otherwise refer to Osprey in any legal proceeding or dispute with a third party without the prior written consent of Osprey.

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8 Intellectual property rights

- 8.1 Notwithstanding any other provision of this Agreement, all rights in generic methodologies, ideas, processes, tools, know-how and business methods created by or on behalf of Osprey or its Group Companies at any time shall be owned by Osprey or its Group Companies.
- 8.2 To the extent that the Services and/or Deliverables involve the provision of training materials, all IP owned by either party or its Group Companies will remain the exclusive property of the relevant party or Group Company. For the avoidance of doubt, all IP in or arising out of, or in connection with, such Services and Deliverables shall be owned by Osprey. In consideration of receipt by Osprey of its professional fees, Osprey grants to the Client a non-exclusive, non-transferable licence to use the Deliverables for its internal business purposes only.
- 8.3 To the extent that the Services and/or Deliverables do not involve the provision of training materials:
- 8.3.1 All IP, other than Foreground IP as defined in clause 8.3.4, owned by either party or its Group Companies ("Background IP") will remain the exclusive property of the relevant party or Group Company;
- 8.3.2 Subject to clauses 8.3.3 and 8.4, neither party grants any right to or licence of its Background IP to the other party;
- 8.3.3 Osprey hereby grants to the Client a world-wide, royalty-free, non-transferable, non-exclusive licence to use, and to permit its employees and sub-contractors and those of its Group Companies to use, that part of Osprey's Background IP which is necessarily incorporated into the Deliverables of the Services; and
- 8.3.4 Subject to payment of all Fees, expenses and other charges due to Osprey by the Client under this Agreement, the Client will exclusively own the IP developed by or on behalf of Osprey for the Client in the course of the provision of the Services ("Foreground IP").
- 8.4 The Client hereby grants to Osprey a world-wide, royalty-free, non-transferable, non-exclusive licence to use, and to permit its employees and sub-contractors and those of its Group Companies to use, that part of the Client's Background IP which is necessarily required by Osprey solely for the performance of the Services. For the avoidance of doubt this licence shall expire upon completion of the Services or termination of this Agreement, whichever is the earlier.
- 8.5 Osprey warrants that those of its personnel performing the Services under the Proposal shall not knowingly infringe the IP of any third party in relation to the Deliverables of the Proposal.

9 Liability

- 9.1 Nothing in this Agreement shall limit the liability of either party for death or personal injury caused by that party, for any fraudulent misrepresentation of that party or in other circumstances where liability cannot be limited by law.
- 9.2 Subject to clause 9.1, neither party shall be liable to the other, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profit, revenue, goodwill or business opportunity, for any pure economic loss or for any indirect or consequential loss, damage, costs or expenses arising out of or in connection with this Agreement and/or the provision of the Services.
- 9.3 As Osprey has no control over the use of the Deliverables, subject to clause 9.1, Osprey shall not be liable for any losses, liabilities, claims, demands, damages and expenses (including all interest, penalties and reasonable legal and other professional costs and expenses) ("Loss") suffered or incurred by the Client caused by modifications, developments, adjustments, repairs or remedial work carried out to the Deliverables without Osprey's prior written approval.
- 9.4 Subject to clauses 9.1 to 9.3, Osprey's total aggregate liability to the Client, whether in contract, tort, negligence, breach of statutory duty or otherwise, arising out of or in connection with this Agreement and/or the provision of the Services, shall be limited to the lesser of £100,000 and the last 12 months Fees paid or payable by the Client to Osprey under this Agreement.
- 9.5 The Client shall indemnify and hold harmless Osprey and its Group Companies from any Loss arising out of or in connection with any third party claim or action against Osprey, the Client or either party's Group Companies arising out of, or in connection with, the use (whether by the Client or by any third party) of the Deliverables and/or the Services, except to the extent caused by Osprey's gross negligence or wilful misconduct.

10 Disclaimer

Except as expressly set out in this Agreement, each party hereby excludes all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) to the fullest extent permitted by law.

11 Termination

- 11.1 This Agreement will terminate automatically upon completion of the Services unless terminated earlier in accordance with this clause 11.
- 11.2 Either party can terminate this Agreement with immediate effect at any time on written notice to the other if:
- i) the other party commits a material or persistent breach of this Agreement and that breach is either irremediable or if capable of remedy is not remedied within 15 days of written notice to do so; or
 - ii) an interim order is made, or a voluntary arrangement approved in respect of the other party, or if the other party passes a resolution for winding up or a court of competent jurisdiction makes an order for its winding up or dissolution, or if a notice is served of intention to appoint and administrator or an administrator is appointed by Court order or by any other means, or a receiver or administrative receiver is appointed, over any of the other party's assets or undertaking, or if a resolution or petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if the other party applies to the court for protection from its creditors, or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative

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- receiver or administrator or to present a winding up petition or make a winding up order, or if any analogous event occurs in any jurisdiction in respect of the other party.
- 11.3 Each Party may terminate this Agreement at any time for any reason on one month's written notice to the other Party.
- 11.4 Upon termination of this Agreement, however arising, Osprey shall invoice the Client, and the Client shall pay in accordance with clause 6:
- i) subject to paragraph (ii) below, all Fees, expenses and other charges incurred but not previously invoiced under this Agreement; and
 - ii) where the Proposal indicates a fixed Fee for all or any part of the Services, the balance of any such fixed Fee not yet paid and/or invoiced, whether or not such Services have been undertaken or not.
- 11.5 Upon termination of this Agreement, the provisions of clauses 1, 2.3, 6, 7, 8, 9, 10, 11.4 and 12 shall continue in force. Termination will not affect any accrued rights and liabilities arising out of this Agreement.

12 General

- 12.1 Osprey is a science-based consultancy business whose assets are its people. Osprey invests heavily in their on-going training and development in order to maximise the value provided to its clients. Osprey is not a recruitment agency nor a placement company and it does not consent to the recruitment of its personnel by clients. Accordingly if, during the term of this Agreement or the 12 month period thereafter, the Client or any of its Group Companies, partners, associates, contractors or other related parties, directly or indirectly solicits, employs, engages or entices away any Osprey or Osprey Group Company employee, consultant or contractor who has been involved in the provision of the Services, the Client shall pay to Osprey a recruitment fee equal to two times Osprey's current fee rate for the relevant individual calculated on the basis of two times the daily fee rate of the individual multiplied by 220.
- 12.2 Neither party may assign any of its rights or obligations under this Agreement save that Osprey may assign this Agreement to of its Group Companies or to a purchaser of the whole or any part of its business.
- 12.3 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, discussions and negotiations relating to the same. Each party confirms that, in entering into this Agreement, it has not relied on and shall have no remedy in respect of any representation, statement, assurance or warranty not expressly set out in this Agreement. Each party agrees that its only remedy in respect of those representations, statements, assurances and warranties that are set out in this Agreement will be for breach of contract in accordance with the terms of this Agreement.
- 12.4 Variations or additions to these terms of business shall only be valid if agreed in writing and signed by an authorised signatory of each party.
- 12.5 Subject at all times to the Client's prior written consent and Osprey's obligations of confidentiality under clause 7, Osprey may refer to the Services in a case study.
- 12.6 A delay or omission by a party in exercising its rights or remedies hereunder shall not be deemed to be a waiver of such right or remedy on that or any future occasion.
- 12.7 No third party shall have any right to enforce any term of this Agreement.
- 12.8 The parties are independent contractors and nothing in this Agreement shall constitute or imply any partnership, joint venture, agency or fiduciary relationship between the parties.
- 12.9 Neither party shall be liable for any delay in the performance of its obligations under this Agreement resulting from circumstances beyond its reasonable control. The party affected will as soon as reasonably possible give notice to the other party of the occurrence of such circumstances.
- 12.10 Notices served under this Agreement will be validly served if delivered by
- i) courier and will be deemed received on the delivery; or
 - ii) first class or registered post (or registered international mail) and will be deemed received 2 Business Days after posting (or 5 Business Days after posting in the case of registered international mail).
- 12.11 If any provision of this Agreement is judged to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the remainder of the provisions shall so far as possible continue in full force and effect. The parties shall attempt to substitute for any severed provision a valid and enforceable provision which achieves to the greatest extent possible the objectives of the severed provision.
- 12.12 This Agreement is governed by and shall be construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English courts.

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