Dated 29 OCTOBER 2026

BROXTOWE BOROUGH COUNCIL	**(1)**
NOTTINGHAMSHIRE COUNTY COUNCIL	**(2)**
BLOOR HOMES LIMITED	**(3)**
HEART CHURCH	**(4)**

PLANNING OBLIGATION AND DEED OF AGREEMENT

pursuant to Section 106 of the Town and Country Planning Act 1990 in respect of Land West Of Stapleford Lane Stapleford Nottinghamshire

Application Reference: 25/00371/OUT

GOWLING WLG

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THIS DEED is made ON THE 29 OCTOBER 2026

(1) **BROXTOWE BOROUGH COUNCIL** of Council Offices, Foster Avenue, Beeston, Nottingham, NG9 1AB (the "**Borough Council**");

(2) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham, NG2 7QP (the "**County Council**");

(3) **BLOOR HOMES LIMITED** a company registered in England with company number 02162561 whose registered office is at Ashby Road, Measham, Swadlincote DE12 7JP (the "**Owner**"); and

(4) **HEART CHURCH** a company registered in England with company number 05947463 and whose registered charity number is 1119562 and whose registered office is at 104-114 Talbot Street, Nottingham NG1 5GL (the "**Mortgagee**").

RECITALS

(A) The Borough Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated and is the authority by whom the obligations contained in this Agreement are enforceable.

(B) The Borough Council and the County Council are both Principal Councils within the meaning of the Local Government Act 1972.

(C) The Owner is the registered freehold proprietor of the Site registered at HM Land Registry with title absolute under title number NT591416, which is free from encumbrances that would otherwise prevent the Owner from entering into this Agreement, save for the interest specified in Recital (D) below.

(D) The Mortgagee has an interest in the Site by virtue of having the benefit of a legal charge which is recorded on the Charges Register of title NT591416 dated 5 July 2024.

(E) The Application was submitted to the Borough Council for the Development by the Owner, and the Owner has now submitted the Appeal on the basis that the Application has not been determined.

(F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement will bind the Owner and any respective successors' interest in the Site and may be enforced by the Borough Council against the Owner and its successors in title in respect of the Site.

(G) The parties agree that the planning obligations contained in this Agreement comply with Regulation 122 of the CIL Regulations.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1 INTERPRETATION

1.1 For the purposes of this Agreement the following expressions shall have the following meanings:

Affordable Dwelling(s)	30% of the total number of Dwellings to be constructed as part of the Development as Affordable Housing (rounded up to the nearest whole number) and to be provided as 66% Affordable Rent Units and 34% Intermediate Housing Units or any other tenure mix as may be agreed with the Borough Council in writing subject always to the provisions of this

	Agreement including paragraphs 1.1 to 1.16 (inclusive) of Schedule 2;
Affordable Housing	means dwellings which are provided to eligible households whose needs are not met by the market and which shall have the meaning given in the NPPF;
Affordable Housing Contribution	the sum of £85,000 (eighty-five thousand pounds) per Affordable Dwelling where the Borough Council determines pursuant to paragraph 1.9(b) and 1.14 of Schedule 2 that a contribution shall be payable in lieu of provision of the relevant Affordable Dwellings which are not to be transferred to an RPSH;
Affordable Housing Scheme	means a written scheme to be submitted to the Borough Council for a relevant Phase which is to contain Affordable Dwellings and which shall include: (a) the number and tenure of Affordable Dwellings to be provided within a Phase; (b) the location of the Affordable Dwellings within the Phase with reference to a plan; (c) the house types, mix and specification of each Affordable Dwelling; (d) the total number of Dwellings to be provided within a Phase; and (e) confirms that the Affordable Dwellings will be provided in clusters of no more than 15; (as may be amended from time to time with the Borough Council's written approval);
Affordable Rent Units	an Affordable Dwelling to be made available by an RPSH at a rent being no greater than 80% of the local Market Rent for the unit type (inclusive of service charge), such rent to be in accordance with guidance issued by Homes England (formerly the Homes and Communities Agency) or any successor agency from time to time and the NPPF;
Appeal	the planning appeal submitted by the Owner to the Secretary of State in relation to the Borough Council's non-determination of the Application and allocated reference 6006412
Application	the application submitted for outline planning permission to the Borough Council for the Development and allocated the reference number 25/00371/OUT;
Approved Affordable Housing Tenure Mix	means the Affordable Dwellings are provided as 66% Affordable Rent Units and 34% Intermediate Housing Units;
Approved Dwellings	means the total number of Dwellings from time to time approved for construction on the Site or any part of it pursuant to one or more Reserved Matters Approvals (or,

	where a Reserved Matters Approval does not specify the number of Dwellings, the number of Dwellings shown on the plans approved as part of that Reserved Matters Approval), as may be varied from time to time by any subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990, and for the avoidance of doubt the Approved Dwellings shall be calculated on a cumulative basis across all Reserved Matters Approvals granted from time to time;
Borough Financial Contributions	any Affordable Housing Contribution(s) and the On-site Open Space Maintenance Contribution;
Bus Service Contribution	the sum of One Thousand Three Hundred and Seventy-Six Pounds (£1376.00) per Dwelling Index Linked payable by the Owner to the County Council to be used towards improvements to local bus services to serve the Development;
Bus Service Contribution Per Dwelling Rate	means One Thousand Three Hundred and Seventy-Six Pounds (£1,376.00) per Dwelling Index Linked;
Bus Stop Contribution	the sum of Fifty-Six Thousand Eight Hundred Pounds (£56,800.00) Index Linked payable by the Owner to the County Council to be used towards improvements to the two bus stops denoted BR0118 and BR0117 at Katherine Drive to serve the Development;
Chargee	any mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the whole or any part of the relevant Affordable Rent Units and / or Shared Ownership units;
Chargee's Duty	the requirements a Chargee must comply with to dispose of the relevant Affordable Dwellings as detailed in Schedule 2;
Choice Based Lettings Scheme	the scheme (as may be amended and or superseded from time to time) which is operated by the Borough Council (via https://www.broxtowe-home-search.org.uk) for the allocation of Affordable Housing within its administrative area and which scheme shall be used by the Owner and / or the Borough Council to advertise and allocate the Affordable Rent Units in accordance with and subject to the provisions of paragraph 1.12 of Schedule 2;
CIL Regulations	the Community Infrastructure Levy Regulations 2010 (as amended);
Commencement of Development	the carrying out of any material operation (as defined in Section 56(4) of the TCPA 1990) forming part of the Development other than (for the purposes of this Agreement

	and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, works connected with in-filling, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **"Commence"** and **"Commences"** shall be construed accordingly;
Commencement Date	the date the Development Commences;
Commencement Notice	the notice in writing, in the form as specified in Schedule 4;
Community Transport Contribution	the sum of Three Hundred Pounds (£300.00) per Dwelling Index Linked payable by the Owner to the County Council to be used towards the provision of the local community transport scheme to serve the Development;
Community Transport Contribution Per Dwelling Rate	means Three Hundred Pounds (£300.00) per Dwelling Index Linked;
County Financial Contributions	the Bus Service Contribution, Bus Stop Contribution Community Transport Contribution, Cycle and Walking Routes Contribution, Library Contribution, Primary Education Contribution, Secondary Education Contribution, SEND Contribution and the Travel Plan Monitoring Fee payable to the County Council or any of them as the context so requires;
Cumulative Bus Service Contribution	means, at any given date, the sum calculated by multiplying the Bus Service Contribution Per Dwelling Rate by the number of Approved Dwellings at that date;
Cumulative Community Transport Contribution	means, at any given date, the sum calculated by multiplying the Community Transport Contribution Per Dwelling Rate by the number of Approved Dwellings at that date;
Cumulative Cycle and Walking Routes Contribution	means, at any given date, the sum calculated by multiplying the Cycle and Walking Routes Contribution Per Dwelling Rate by the number of Approved Dwellings at that date;
Cumulative Library Contribution	means, at any given date, the sum calculated by multiplying the Library Contribution Per Dwelling Rate by the number of Approved Dwellings at that date;
Cumulative Primary Education Contribution	means, at any given date, the sum calculated by multiplying the Primary Education Contribution Per Dwelling Rate by the number of Approved Dwellings at that date;
Cumulative Secondary Education Contribution	means, at any given date, the sum calculated by multiplying the Secondary Education Contribution Per Dwelling Rate by the number of Approved Dwellings at that date;

Cumulative SEND Contribution	means, at any given date, the sum calculated by multiplying the SEND Contribution Per Dwelling Rate by the number of Approved Dwellings at that date;
Cycle and Walking Routes Contribution	the sum of One Thousand Nine Hundred and Five Pounds (£1905.00) per Dwelling Index Linked payable by the Owner to the County Council to be used towards the provision of improvements to the local pedestrian and cycling routes identified in the D2N2 Local Cycling and Walking Infrastructure Plan to serve the Development;
Cycle and Walking Routes Contribution Per Dwelling Rate	means One Thousand Nine Hundred and Five Pounds (£1905.00) per Dwelling Index Linked;
Default Interest Rate	the higher of 5% and the base rate from time to time of Barclays Bank plc;
Development	the construction of a residential development of up to 420 residential dwellings and associated open space and infrastructure (with some matters reserved);
Due Date	the date upon which any payment due under any provisions of this Agreement is required to be paid;
Dwellings	each and every residential unit to be constructed on the Site pursuant to the Planning Permission as part of the Development whether through construction conversion or subdivision including an Affordable Dwelling(s) and Market Dwellings and **"Dwelling"** shall be construed accordingly;
Index	in relation to the Borough Financial Contributions the RICS and Building Cost Information Service All in Tender Price and in relation to the County Financial Contributions the Building Cost Information Service All in Tender Price Index save in respect of the Library Contribution and the Bus Service Contribution to which the Retail Prices Index (RPI) shall apply Index or (during any period where no such index exists) the index which replaces the same or is the nearest equivalent
Index Linked	increased in accordance with the calculation at clause 8 of this Agreement;
Intermediate Housing Unit(s)	an Affordable Dwelling to be made available as a Shared Ownership Unit;
LEAP	where relevant a local equipped area for play which may be provided as part of the Development;
Library Contribution	the sum of Forty-Five Pounds (£45.00) per Dwelling Index Linked payable by the Owner to the County Council to be used towards the provision of additional stock and resources to enhance service provision for Stapleford Library;

Library Contribution Per Dwelling Rate	means Forty-Five Pounds (£45.00) per Dwelling Index Linked;
Market Dwellings	any Dwelling other than an Affordable Dwelling;
Market Rent	the estimated amount for which the relevant Dwelling should be let on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;
Management Company	an established company for the purpose of servicing maintaining and managing land transferred to it on each Phase including the On-site Open Space within the relevant Phase;
Monitoring Fee	means the sum of £5,000 (five thousand pounds) towards the Borough Council's reasonable and proper costs of monitoring compliance with this Agreement;
Negotiation Commencement Notice	the written notice given by the Owner to the Borough Council to confirm the commencement of negotiations between the Owner and the RPSH (approved in writing by the Borough Council) for the transfer of Affordable Rent Units and/or Shared Ownership Units within a Phase;
NPPF	the National Planning Policy Framework published in August 2026 as amended or any supplemental guidance issued in respect thereof;
Occupation	occupation of the Site for the purposes permitted by the Planning Permission but for the purposes of this Agreement only not including occupation by personnel engaged in construction fitting out or decoration marketing display or security operations and "**Occupy**" and "**Occupied**" shall be construed accordingly;
Occupation Notice	the notice, in the form as specified in Schedule 5, in writing to be served upon the Borough Council by the Owner giving not less than ten Working Days notification of the Owner's intention to Occupy all or parts of the Site in accordance with the Planning Permission;
On-site Open Space Maintenance Contribution	the sum of £442,613.00 (Four Hundred and Forty-Two Thousand Six Hundred and Thirteen Pounds) Index Linked payable by the Owner to the Borough Council to be used towards the Borough Council's costs and expenses in connection with the Borough Council's maintenance and management of the On-site Open Space;
On-site Open Space	means any relevant areas of formal and informal open space including any playing fields, parks, green infrastructure, structural landscaping, tree planting, tree retention, SuDS, surface water drainage, LEAP (as may be relevant) to be laid out on the Site by the Owner as part of the Development;

On-site Open Space Scheme	a scheme for each relevant Phase which contains On-site Open Space and such scheme shall include the layout and specification and programme for the provision and subsequent management and maintenance of the On-site Open Space on the relevant Phase;
Parties	one or all of any combination of the parties to this Agreement as the context requires;
Phase	any phase of the Development as identified on the Phasing Plan and **"Phased"** shall be construed accordingly;
Phasing Plan	the plan identifying the separate Phases of the Development approved in writing by the Borough Council (as may be amended from time to time with the Borough Council's approval);
Plan	the plan attached to this Agreement at Schedule 1;
Planning Permission	the outline planning permission subject to conditions to be granted pursuant to the Appeal;
Practical Completion	the completion or conversion of a Dwelling or other building comprising the Development in such a manner as to satisfy building regulations to a standard whereby the building could be beneficially occupied and **"Practically Complete"** shall be construed accordingly;
Primary Education Contribution	a sum capped at an overall sum of One Million Seven Hundred and Fifty Five Thousand One Hundred and Eighty Pounds (£1,755,180.00) calculated on a per Dwelling figure of Four Thousand One Hundred and Seventy Nine Pounds (£4,179.00) payable by the Owner to the County Council to be used towards the provision of either a new school or the expansion of an existing school to serve the Development;
Primary Education Contribution Per Dwelling Rate	means Four Thousand One Hundred and Seventy Nine Pounds (£4,179.00) per Dwelling Index Linked
Protected Tenant	any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; (c) has purchased from the RPSH all the remaining shares in a Shared Ownership Unit so that the tenant owns the entire Shared Ownership Unit; or (d) has otherwise lawfully obtained full ownership of a single Affordable Dwelling;

Registered Provider of Social Housing	a body registered as a provider of Affordable Housing under the Housing and Regeneration Act 2008 and "**RPSH**" shall be construed accordingly and which for the avoidance of doubt may include the Borough Council;
Reserved Matters Approval	means an approval of reserved matters granted by the Borough Council (or on appeal) pursuant to the Planning Permission and "Reserved Matters Approvals" shall be construed accordingly;
Secondary Education Contribution	the sum of Four Thousand Eight Hundred and Twenty Nine Pounds (£4829.00) per Dwelling payable by the Owner to the County Council to be used towards the remodelling, enhancing, or expansion of facilities to provide additional permanent capacity within the Broxtowe South Pupil Planning Area, to accommodate pupil growth from the Development;
Secondary Education Contribution Per Dwelling Rate	means Four Thousand Eight Hundred and Twenty Nine Pounds (£4829.00) per Dwelling Index Linked
Secretary of State	the Secretary of State for Housing, Communities and Local Government and such successor department as shall be responsible for the determination of planning appeals within England;
SEND Contribution	the sum of Four Hundred and Eighty Nine Pounds (£489.00) per Dwelling payable by the Owner to the County Council to be used towards expanding special school facilities or the provision of Special Educational Needs and Disabilities facilities attached to a mainstream school within the administrative area of the County Council;
SEND Contribution per Dwelling Rate	means Four Hundred and Eighty Nine Pounds (£489.00) per Dwelling Index Linked
Shared Ownership Unit(s)	an Affordable Dwelling which is sold and leased by a RPSH on Shared Ownership Terms or as may otherwise be approved by the Borough Council;
Shared Ownership Terms	terms of disposal contained in model shared ownership leases published by the Homes England from time to time whereby (unless as otherwise amended) (i) a RPSH sells shares in the equity of a dwelling to an occupier who pays rent upon the remainder and (ii) Staircasing to 100% (one hundred per cent) of the equity of the dwelling is allowed and (iii) Staircasing to of the equity of the dwelling is allowed with the ability for rent to be charged on the remainder by the RPSH;
Staircasing	the exercise by the owner-occupier of Shared Ownership Unit of the right to purchase additional equity shares up to 100% (one hundred percent) of the entire interest in the

	dwelling after which the rent payable on any equity share retained by the RPSH shall be reduced proportionally;
Site	the land against which this Agreement may be enforced being Land West of Stapleford Lane Stapleford Nottinghamshire shown as edged red for identification purposes only on the Plan;
TCPA 1990	the Town and Country Planning Act 1990 (as amended);
Travel Plan Monitoring Fee	means the sum of Fifteen Thousand Pounds (£15,000.00) payable by the Owner to the County Council to be used towards the costs of monitoring the implementation of the travel plan obligations in this Agreement and pursuant to a condition of the Planning Permission;
Undergrounding Works	means all works necessary to underground the existing on-site overhead pylons and associated overhead electricity lines within the Site as indicatively set out on the Undergrounding Works Plan, including (without limitation) the removal of the pylons and overhead lines, the installation of underground cabling, and all ancillary reinstatement works;
Undergrounding Works Plan	means the plan attached to this Agreement with drawing number '750734-CA-LYD-0001' (as may be amended with the written agreement of the Borough Council);
VAT	value added tax chargeable under the Value Added Tax Act 1994; and
Working Day	Monday to Friday (inclusive) except Good Friday, Christmas Day and Public or bank holidays from time to time in England.

1.2 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.

1.3 In the event of any conflict between the provisions of this Agreement and any document annexed hereto as referred to herein the terms and conditions of this Agreement will prevail.

1.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

1.6 Wherever there is a person or persons as Parties to this Agreement and where they undertake to perform or observe an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

1.7 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation.

1.8 Any reference to any statute or statutory provision shall include any modification, extension, re-enactment of that statute for the time being in force and shall include all instruments, orders,

plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

1.9 References to the Borough Council, the County Council, the Owner, the Mortgagee or to any other party to this Agreement shall include their successors in title and assigns and to any person deriving title through or under or the successors to their respective statutory functions.

1.10 The headings and contents list are for reference only and shall not affect construction.

1.11 Any covenant or obligation by any Party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.

1.12 A reference to writing or written excludes faxes and email unless otherwise stated.

2 STATUTORY PROVISION

2.1 This Agreement is made pursuant to Section 106 and 106A of the TCPA 1990 and the covenants and obligations in this Agreement are planning obligations for the purposes of Section 106 of the TCPA 1990 so as to bind the Site and each and every part thereof and are enforceable by the Borough Council as the local planning authority against the Owner and their successors in title and assigns and the other parties to this Agreement save to the extent excluded elsewhere in this Agreement.

2.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the TCPA 1990 they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations hereto.

2.3 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory functions.

2.4 If the Borough Council agrees pursuant to an application under Section 73 or Section 73B of the TCPA 1990 to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the TCPA 1990 the covenants or provisions of this Agreement may be deemed to bind the varied permission and to apply in equal terms to the new planning permission provided that the Parties hereto agree in writing that such new planning permission is for development similar to the Development and the imposition of additional obligations is unnecessary. Where additional obligations are deemed necessary to facilitate the development permitted by the new planning permission such obligations shall be entered into via a deed of variation relating to any such new application.

3 COMMENCEMENT

With the exception of clauses 4.2, 6 (*Costs*), 15 (*Local Land Charge*), 21 (*Jurisdiction*) and 22 (*Delivery*) which take effect immediately, this Agreement is conditional upon:

3.1 the grant of the Planning Permission; and

3.2 the Commencement of Development.

4 THE OWNER'S OBLIGATIONS

4.1 The Owner covenants with the Borough Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2. The Owner also covenants with the County Council to observe and perform the covenants, restrictions and obligations contained in Schedule 6.

4.2 The Owner covenants to give to the Borough Council and the County Council not less than ten Working Days written notice of the intended Commencement Date by serving a Commencement Notice.

4.3 The Owners covenant to serve on the Borough Council an Occupation Notice in respect of the following, not less than ten (10) Working Days prior to the specified Occupation numbers:

(a) first Occupation;

(b) Occupation of 50% of the Dwellings in the Development;

(c) first Occupation of any Phase including On-site Open Space;

(d) Occupation of 25% of the Dwellings in any Phase including On-site Open Space;

(e) Occupation of 70% of the Dwellings in any Phase including On-site Open Space;

(f) Occupation of 55% of the Market Dwellings on each Phase including Affordable Housing; and

(g) Occupation of 80% of the Market Dwellings on each Phase including Affordable Housing.

5 THE BOROUGH COUNCIL AND COUNTY COUNCIL OBLIGATIONS

5.1 The Borough Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 3.

5.2 The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 7.

6 COSTS

The Owner shall pay:

6.1 to the Borough Council:

(a) on or before the date of this Agreement, its reasonable and proper legal costs and disbursements incurred in the negotiation, preparation, execution and registration of this Agreement; and

(b) on or before the Commencement of Development, the Monitoring Fee;

6.2 to the County Council on or before the date of this Agreement a contribution to its reasonable and proper legal costs and disbursements incurred in the negotiation, preparation and execution of this Agreement.

6.3 to the County Council on or before the Commencement of Development the sum of Three Thousand Pounds (£3000.00) as a contribution towards the County Council's costs of monitoring compliance with the obligations of this Agreement;

7 OWNERSHIP

7.1 The Owner warrants and confirms that no person other than the Owner and the Mortgagee has a legal estate or beneficial interest in the Site or any part thereof.

7.2 The Owner agrees to give the Borough Council and the County Council as soon as reasonably practicable written notice of any change in ownership of any of their interests in all or any part

of the Site (other than disposals to persons against whom the obligations of this Agreement are not enforceable (which shall include individual Dwellings)) occurring before all the covenants, restrictions and obligations under this Agreement have been discharged, such notice to give details of the conveyance, transfer, lease, assignment, mortgage or other disposition entered into together with the full name and registered office (if a company or usual address if not) of the person to whom the disposition was made and the nature and extent of the interest disposed of.

7.3 The Owner shall give the Borough Council and the County Council written notice of any notification or correspondence received from a chargee of their intention to realise or enforce their security over any part of the Site.

7.4 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Site shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability to discharge the obligations contained in this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8 INDEXATION

8.1 The Borough Financial Contributions payable to the Borough Council shall be Index Linked from the date hereof until the date on which such sum is paid in accordance with the following calculation:

A = B x (C/D) where:

A is the sum payable under this Agreement;

B is the original sum specified in this Agreement;

C is the Index for the month before the date on which the sum is paid;

D is the Index for the month before the date of this Agreement; and C/D is greater than one.

8.2 The County Financial Contributions payable to the County Council shall be Index Linked from 5th February 2026 until the date on which such sum is paid in accordance with the following calculation:

A = B x (C/D) where:

A is the sum payable under this Agreement;

B is the original sum specified in this Agreement;

C is the Index for the month before the date on which the sum is paid;

D is the Index published for the month before 5th February 2026; and

C/D is greater than one.

9 NOTICES

9.1 Any notice, consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by first class post, pre-paid or recorded delivery and is

to be sent to the following address, or to such other address as one party may notify in writing to the others at any time as its address for service:

(a) for the Owner to the address set out above;

(b) for the Mortgagee to the address set out above;

(c) for the County Council to the address set out above marked for the attention of the Planning and Infrastructure Manager; and

(d) for the Borough Council to the address set out above marked for the attention of the Planning Contributions Officer.

9.2 A notice, consent or approval required or authorised to be given under this Agreement shall be deemed to be served as follows:

(a) if delivered by hand, at the time of delivery;

(b) if sent by post, on the second Working Day after posting; or

(c) if sent recorded delivery, at the time the delivery was signed for.

9.3 If a notice, demand or any other communication is served after 16:00 on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

9.4 A notice or other communication given under this Agreement shall not be validly given if sent by e-mail.

9.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

10 WAIVER

No waiver (whether express or implied) by the Borough Council or the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the County Council or the Owner from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

11 COUNCIL'S DISCRETION

11.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the Borough Council and / or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the Borough Council and / or the County Council were not a party to this Agreement.

11.2 The Borough Council and / or the County Council covenants with the Owner to act reasonably, properly and diligently in exercising their respective discretion and discharging their respective functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Agreement, the Borough Council and / or the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or similar affirmation.

12 DISPUTE RESOLUTION

12.1 If any dispute arises out of this Agreement, the dispute shall be referred to an arbitrator appointed jointly by the Parties to the dispute. If those Parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on any such Party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties to the dispute in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

12.2 The provisions of this clause shall not affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

13 ENFORCEMENT AND LIABILITY

13.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

13.2 The obligations in this Agreement shall not be enforceable against the following:

(a) the individual owners or individual occupiers of an individual Market Dwelling (including any successors in title and / or any mortgagee or chargee of an individual Market Dwelling) erected on the Site pursuant to the Planning Permission save that the restrictions on Occupation and use set out in this Agreement shall be binding on such persons;

(b) an RPSH whose only interest in the Site is in respect of the Affordable Dwellings except for paragraphs 1.12 and 1.13 of Schedule 2 but subject always to the provisos contained therein save that the restrictions on Occupation and use set out in this Agreement shall be binding on such persons;

(c) individual owners and occupiers of the Affordable Dwellings save that such persons shall be bound by the restrictions on Occupation and use set out in this Agreement and the provisions of Schedule 2 in so far as they relate to the Affordable Dwelling; or

(d) Protected Tenants.

13.3 A statutory undertaker who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage or telecommunication services is not to be treated as a person deriving title from the Owner for the purposes of Section 106(3) of the TCPA 1990.

13.4 A mortgagee or chargee of the Site (that is not a Chargee) or part thereof will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Site in which case it shall be liable as if it were a person deriving title from the Owner.

14 DETERMINATION

14.1 The obligations in this Agreement (with the exception of clause 6) shall cease to have effect if the Planning Permission:

(a) expires prior to the Commencement of Development;

(b) is quashed following a successful legal challenge (but without prejudice to any liabilities arising prior to such quashing);

(c) subject to clause 14.2, is revoked modified or otherwise withdrawn before the Commencement Date so as to render this Agreement or any part of it irrelevant impractical or unviable.

14.2 Clause 14.1(c) will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Borough Council and the Owner prior to the Commencement Date.

14.3 Where the Agreement comes to an end under clause 14.1 any monies paid under this Agreement to the Borough Council and / or the County Council, with the exception of fees paid under clause 6 or any monies otherwise committed for expenditure pursuant to this Agreement, are to be returned to the party that made the payment within one calendar month of the Agreement coming to an end PROVIDED THAT the Borough Council and County Council shall not be obliged to repay any sums that have already been expended in accordance with the terms of this Agreement.

15 LOCAL LAND CHARGE

This Agreement shall be registrable as a local land charge by the Borough Council.

16 CANCELLATION OF ENTRIES

16.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Borough Council's reasonable and proper costs) the Borough Council will issue a written confirmation of such performance or discharge.

16.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to clause 14 (and subject to the payment of the Borough Council's reasonable and proper costs and charges) the Borough Council will on the written request of the Owner, cancel all entries made in the local land charges register in respect of this Agreement.

17 INTEREST

Where any sum or amount has not been paid to the Borough Council and / or the County Council by the date on which it is due, the Owner shall pay interest at the Default Interest Rate on that amount for the period from the Due Date to and including the date of payment.

18 VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.

19 DUE DATE FOR PAYMENT OF MONIES

If the Owner fails to serve a Commencement Notice or Occupation Notice in accordance with clause 4 then then the Due Date for payment of any monies due in accordance with the Owners' obligations shall be deemed to be the date of this Agreement.

20 MISCELLANEOUS

20.1 Unless expressly stated no provisions of this Agreement confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

20.2 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

20.3 No compensation shall be payable by the Borough Council and / or the County Council as a result of this Agreement.

20.4 Any phrase introduced by the terms including include in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

20.5 Subject to clause 2.4 nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement whether or not pursuant to an appeal.

20.6 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council and or the County Council under all statutes bylaws statutory instruments orders and regulations in the exercise of its functions as a local authority and/or local planning authority.

20.7 Should the Secretary of State or their appointed inspector in their decision letter make a finding that any of the covenants or obligations in this Agreement do not meet the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and accordingly attaches no weight to that obligation in determining the Appeal then such covenant(s) or obligation(s) as so identified by the Secretary of State or his appointed inspector shall be deemed to be of no effect notwithstanding the remaining provisions of this Agreement which for the further avoidance of doubt shall remain in effect and enforceable.

21 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and interpreted in accordance with the laws of England and is subject to the exclusive jurisdiction of the courts of England and Wales.

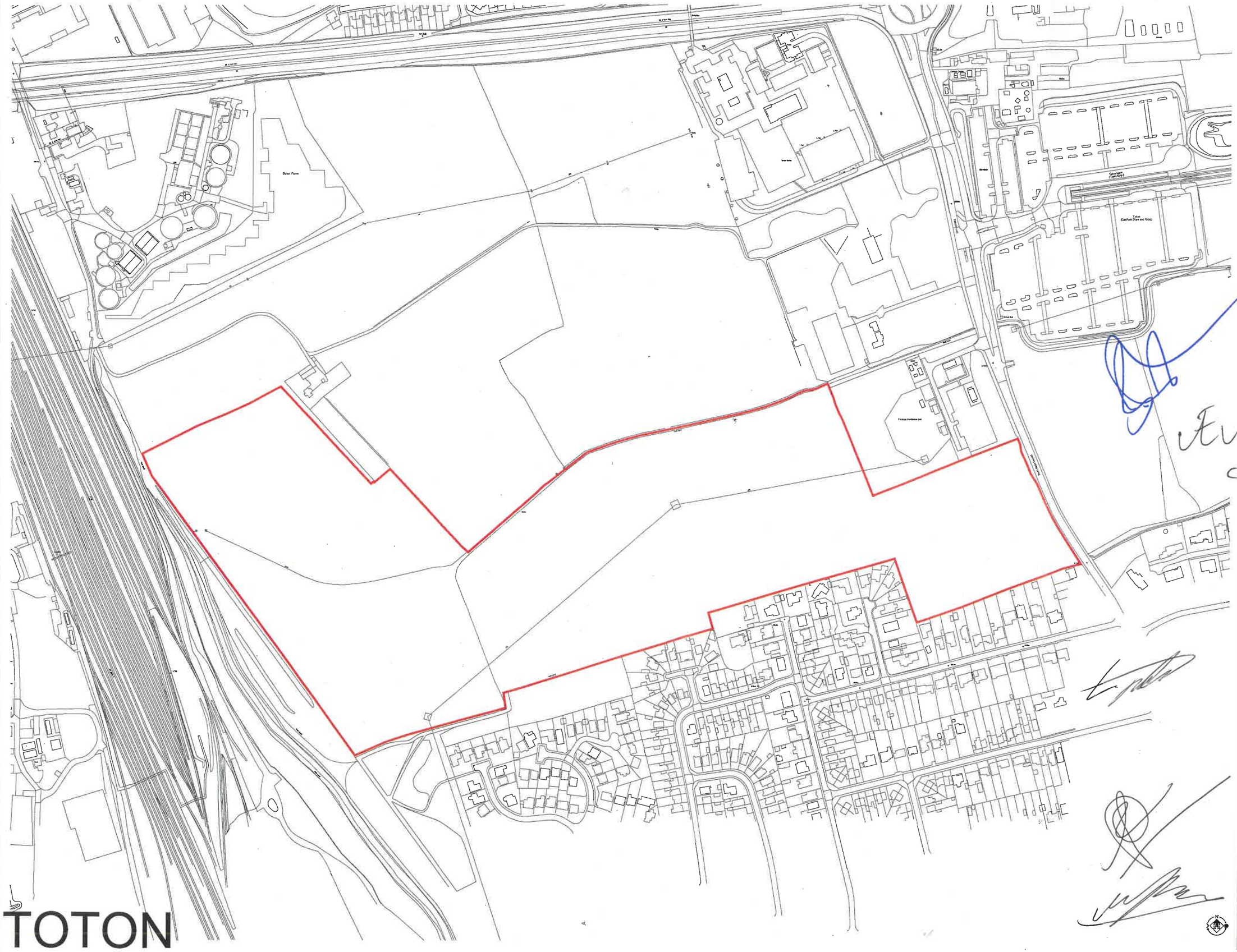
22 DELIVERY

The provisions of this Agreement shall be of no effect until this Agreement has been dated.

This Agreement has been entered into as a deed and delivered on the date set out at the beginning of the document.

SCHEDULE 1

SITE PLAN



J.S. BLOOR (DERVENT) LIMITED
SAWLEY ROAD, MID-ENGAL, WISTOW, HADDE,
DERBY DE4 2BB 01332 7
TELEPHONE: 01332 70 00 FACSIMILE: 01332 8

THIS DRAWING AND THE BUILDING WORKS DEPICTED ARE THE COPYRIGHT OF J.S. BLOOR (MID-DERBY) LIMITED AND MAY NOT BE REPRODUCED OR AMENDED EXCEPT BY WRITTEN PERMISSION. NO LIABILITY WILL BE ACCEPTED FOR AMENDMENTS MADE BY OTHER PARTIES.
DO NOT SCALE THIS DRAWING. USE FIGURED DIMENSIONS ONLY. IF IN DOUBT ASK.

THIS DRAWING IS TO BE READ IN CONJUNCTION WITH BDHI NOTE GROUP / SITE SPECIFIC CONSTRUCTION NOTES AND WATSON LE SPECIFICATION.

Notes.

Revision

TOTON
LIME RISE

PLAN

DATE 02.03.26
SCALE 1:1250 @ A0
DRAWN TG
CHECKED

BLOOR HOMES

Drawing No. EMXXX-LE-101

SCHEDULE 2

THE OWNER'S COVENANTS TO THE BOROUGH COUNCIL

The Owner covenants with the Borough Council as follows:

1 AFFORDABLE HOUSING - GENERAL

1.1 To construct and provide 30% of the Dwellings on the Site as Affordable Dwellings comprising 66% Affordable Rent Units and 34% Intermediate Housing Units across the Site (unless otherwise agreed with the Borough Council in writing).

1.2 To construct and provide 30% of the Dwellings within each Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) as Affordable Dwellings comprising 66% Affordable Rent Units and 34% Intermediate Housing Units within each Phase (unless otherwise agreed with the Borough Council in writing).

1.3 Save where the Borough Council has confirmed in writing that a Phase need not include Affordable Housing (which includes the first Phase pursuant to paragraph 1.2 above), to submit the details of the proposed RPSH for that Phase to the Borough Council prior to the Commencement of Development of that relevant Phase and not to Commence or cause or permit Commencement of Development in that Phase until the details of the RPSH for that Phase have been submitted to the Borough Council unless otherwise agreed in writing by the Borough Council.

1.4 Save where the Borough Council has confirmed in writing that a Phase need not include Affordable Housing (which includes the first Phase pursuant to paragraph 1.2 above), to submit an Affordable Housing Scheme to the Borough Council (which must be in accordance with the Approved Affordable Housing Tenure Mix unless the Borough Council has agreed otherwise in writing) prior to the Commencement of Development of that relevant Phase and not to Commence or cause or permit Commencement of Development in any relevant Phase until the Borough Council has approved the Affordable Housing Scheme for that Phase in writing (such approval not to be unreasonably withheld or delayed) provided that where the Borough Council has not given written notice of its decision to approve or refuse the Affordable Housing Scheme within 28 days of the date of receipt of the Affordable Housing Scheme (or such longer period as may be agreed in writing between the Owner and the Borough Council) the Affordable Housing Scheme shall be deemed to have been approved by the Borough Council.

1.5 To use reasonable endeavours to enter into a binding contract with a RPSH for each Phase (on terms generally acceptable to a commercial developer and an RPSH) within six months of the Commencement of Development for a Phase pursuant to which the RPSH will manage the Affordable Rent Units and or the Shared Ownership Units as Affordable Housing provided that the RPSH may be the same party for all Phases.

1.6 To notify the Borough Council of the transfer of any of the Affordable Rent Units and or the Shared Ownership Units to a RPSH within 14 days of such transfer and to provide the Borough Council with details of the RPSH to which the Affordable Rent Units and or the Shared Ownership Units were transferred.

1.7 In respect of paragraph 1.5, to:

(a) upon the approval of each reserved matters application, commence negotiation for the transfer of the Affordable Rent Units and/or Shared Ownership Units within that Phase to an RPSH and to serve a Negotiation Commencement Notice on the Borough Council;

(b) market the relevant Affordable Dwellings to at least five RPSHs, and provide evidence of such marketing information accompanying the tender;

(c) diligently pursue negotiations with the prospective RPSHs;

(d) take reasonably necessary steps to secure a contract on commercially acceptable terms for the transfer of the Affordable Rent Units and/or Shared Ownership Units in the relevant Phase;

(e) provide replies to enquiries raised by the prospective RPSH within a reasonable period; and

(f) keep the Borough Council regularly informed of the progress of negotiations.

1.8 To supply the Borough Council with reasonable evidence of compliance with paragraph 1.7 above.

1.9 In the event an offer has not been accepted by an RPSH within 9 (nine) months of marketing and the Borough Council is satisfied, having received evidence pursuant to the paragraph 1.8 that the Owner has fully complied with paragraph 1.7 for a period of 9 (nine) months from the date of the Negotiation Commencement Notice, then the Owner may apply to the Borough Council to vary the relevant Affordable Housing Scheme:

(a) to amend the tenure mix of the Affordable Dwellings in the relevant Phase (and such tenure mix need not be in compliance with the Approved Affordable Housing Tenure Mix); and

(b) where the Affordable Housing Scheme has been varied pursuant to sub-paragraph (a) above and a binding contract for the transfer of the Affordable Dwellings in that Phase has not been entered into with an RPSH within three (3) months of the date of the Borough Council's written approval of the varied Affordable Housing Scheme pursuant to sub-paragraph (a) above and the Borough Council is satisfied, having received evidence pursuant to the paragraph 1.8 that the Owner has fully complied with paragraph 1.7 for that period of three (3) months, to pay the Affordable Housing Contribution to the Borough Council in respect of that Phase pursuant to paragraph 1.14 below.

1.10 Subject to paragraph 1.9(b), to Practically Complete and transfer to a RPSH 50% of the Affordable Rent Units and / or Shared Ownership Units in a Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) prior to the first Occupation of more than 55% of the Market Dwellings in that Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) and not to Occupy or cause or permit Occupation of more than 55% of the Market Dwellings within that Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) until 50% of the Affordable Rent Units and / or Shared Ownership Units in a Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) have been Practically Completed and transferred to a RPSH.

1.11 Subject to paragraph 1.9(b), to provide and transfer to a RPSH the remaining 50% of the Affordable Rent Units and / or Shared Ownership Units in a Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) before the first Occupation of more than 80% of the Market Dwellings in that Phase and not to Occupy or cause or permit Occupation of more than 80% of the Market Dwellings within that Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) until the remaining 50% of the Affordable Rent Units and / or Shared Ownership Units in a Phase (unless otherwise agreed in writing with the Borough Council and

acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) have been Practically Completed and transferred to a RPSH.

1.12 Subject to paragraph 1.9(b), unless otherwise agreed in writing with the Borough Council to procure that the RPSH lets 100% of first lets of the Affordable Rent Units and 50% of second and subsequent lets of the Affordable Rent Units in accordance with the Choice Based Lettings Scheme in perpetuity provided that in the event that any Affordable Rent Unit has not been Occupied within six months (unless otherwise agreed in writing with the Borough Council) of it first being advertised via the Choice Based Lettings Scheme, the RPSH may Occupy the applicable Affordable Rent Unit with any person in need of Affordable Housing.

1.13 Subject to paragraph 1.9(b)from the date of Practical Completion of the Affordable Rent Units and any Shared Ownership Units they shall not be Occupied other than as Affordable Dwellings (as Affordable Rent Units and Shared Ownership Units (as applicable)) in perpetuity save that the obligations in paragraph 1 of this Schedule 2 shall not be binding upon:

(a) a Protected Tenant;

(b) any Chargee provided they shall have complied with the Chargee's Duty; or

(c) any person deriving title from those identified in paragraphs 1.13(a) and 1.13(b) and their mortgagees and chargees.

1.14 In the event the Borough Council determines pursuant to paragraph 1.9(b) that an Affordable Housing Contribution shall be payable in lieu of the on-site provision of the Affordable Rent Units and any Shared Ownership Units which are not to be transferred to an RPSH for the relevant Phase then the Owner of the relevant Phase shall be entitled to dispose of the relevant Affordable Dwellings on the on the open market as Market Dwellings free from any of the obligations and restrictions in this Schedule and shall instead pay the Affordable Housing Contribution in respect of such Market Dwellings in the following instalments:

(a) 50% of the Affordable Housing Contribution for the relevant Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) shall be paid to the Borough Council prior to the first Occupation of more than 55% of the Market Dwellings in that Phase; and

(b) the remaining 50% of the Affordable Housing Contribution for the relevant Phase (unless otherwise agreed in writing with the Borough Council and acknowledging that the first Phase will not be required to deliver any Affordable Dwellings) shall be paid to the Borough Council prior to the first Occupation of more than 80% of the Market Dwellings in that Phase.

1.15 Not to Occupy or cause or permit Occupation of the Dwellings in breach of paragraph 1.14(a) and/or 1.14(b) above.

1.16 A Chargee seeking to dispose of any of the whole or part of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge or security documentation shall not be bound by the provisions contained in this Schedule 2 provided that it complies with the Chargee's Duty below:

(a) such Chargee shall first give written notice to the Borough Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date the written notice is received by the Borough Council to complete a disposal of the relevant Affordable Dwellings to another RPSH or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

(b) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Schedule 2 which provisions shall determine absolutely.

2 OPEN SPACE

2.1 Delivery of Open Space

(a) The Owner covenants with the Borough Council as follows:

(i) To submit the On-site Open Space Scheme for a relevant Phase which is to contain On-site Open Space to the Borough Council for approval on or before Commencement of Development within that relevant Phase (and such approval or further comments to be provided by the Borough Council within 20 Working Days from such submission (or any subsequent submission), such scheme to include details of the preparation and layout of and equipment for the On-site Open Space together with a timetable for their delivery).

(ii) Prior to Occupation of more than 25% of the Dwellings in any Phase containing On-site Open Space to provide prepare layout equipment and complete the On-site Open Space in that Phase in accordance with the approved On-site Open Space Scheme for that relevant Phase, including the timetable for implementation set out therein, to the reasonable satisfaction of the Council and not to Occupy or cause or permit Occupation of more than 25% of the Dwellings within a Phase containing On-site Open Space until the Council (acting reasonably) has confirmed that the On-site Open Space for that Phase has been laid out in accordance with the On-site Open Space Scheme for that relevant Phase.

(b) Upon completion of the laying out and equipping of any part of the On-site Open Space for a relevant Phase, the Owner shall, within 10 Working Days of such completion serve written notice on the Borough Council informing it that the relevant part of the On-site Open Space has been so laid out and equipped.

(c) The Borough Council shall within 20 Working Days of receipt of a notice mentioned in paragraph 2.1(b) above inspect the part(s) of the On-site Open Space to which the notice relates and shall either certify that the laying out of the relevant On-site Open Space has been completed to the standard and specification required or provide details of any works reasonably required to so complete it and where the Borough Council reasonably requires further works the Owner shall undertake those works within the period agreed with the Borough Council and the procedure set out at paragraphs 2.1(a) and 2.1(b) of this Schedule shall be repeated until the Borough Council issues its certificate that the relevant On-site Open Space has been set out to the standard and specification required by Planning Permission.

(d) In respect of the certificate issued by the Borough Council in paragraph 2.1(c) above, the Borough Council shall issue the certificate within 20 Working Days of inspecting the relevant On-site Open Space and being reasonably satisfied that the On-site Open Space has been completed to the standard and specification required.

(e) Not to allow cause or permit Occupation of more than 25% of the Dwellings within a relevant Phase until the Borough Council has issued its certificate that all of the On-site Open Space for that Phase has been laid out and equipped in accordance with the approved On-site Open Space Scheme for that Phase.

2.2 **Management of On-site Open Space**

(a) The Owner covenants with the Borough Council to maintain or procure the maintenance of the On-site Open Space in each Phase in accordance with the approved On-site Open Space Scheme for the relevant Phase to the Borough Council's reasonable satisfaction until completion of the transfer of the On-site Open Space in the relevant Phase to the relevant Management Company or the Borough Council in default of which the Borough Council shall be entitled upon giving reasonable prior written notice of no less than 25 Working Days to the Owner to carry out any maintenance works reasonably required to the On-site Open Space and recover the proper and reasonable costs and expenses involved from the Owner provided always that if the Owner refers the subject of any such notice to dispute resolution in accordance with clause 12 within the specified 25 Working Days, the Borough Council may not carry out any maintenance works or recover any costs or expenses unless and until the arbitrator finds in favour of the Borough Council.

(b) The Owner shall procure the transfer and management of the On-site Open Space in each Phase to:

(i) the relevant Management Company as set out below at paragraphs 2.3 and 2.4 inclusive; or

(ii) the Borough Council, in which case paragraphs 2.3 and 2.4 inclusive shall not apply.

2.3 **Management Company Purposes and Documents**

(a) The Owner covenants with the Borough Council not to use or Occupy or allow cause or permit the use or Occupation of any of the Dwellings in the relevant Phase until such time as the Owner has at their own expense:

(i) appointed a Management Company (provided that the Management Company may be the same party for all Phases of the Development) whose memorandum and articles of association shall be suitable for the activities the Management Company is required to fulfil in relation to the On-site Open Space and the relevant Management Company's certificate of incorporation, memorandum and articles have been submitted to and approved in writing by the Borough Council such approval or further comments to be provided by the Borough Council within 20 Working Days from such submission (or any subsequent submission) or in the absence of any written confirmation deemed confirmation will apply if no confirmation is received within 30 Working Days;

(ii) procured that the relevant Management Company nominates a named manager (the **"Management Company Manager"**) whose identity may change from time to time responsible for liaising with the owner-occupiers and tenants of the Dwellings.

(b) The Owner covenants with the Borough Council to transfer the On-site Open Space on each Phase to the relevant Management Company prior to Occupation of the last Dwelling comprised in the relevant Phase such transfer to be in accordance with paragraph 2.4(a) of this Schedule and the land transferred shall thereafter be maintained in accordance with the approved On-site Open Space Scheme for each Phase.

(c) In the event that the Management Company is dissolved for whatsoever reason, the Owner shall promptly and without delay establish a new Management Company in accordance with this paragraph 2.3.

2.4 **Operation of the Management Company**

The Owner covenants with the Borough Council as follows:

(a) To procure that Management Company Manager(s) will ensure that their contact details, including their name, address and telephone number, are regularly updated and distributed to the owner-occupiers and tenants of each and every Dwelling.

(b) To ensure (if applicable) that an estate charge is secured on the first transfer or disposal (not including a charge) of each and every Dwelling and that covenants are contained in the transfer to procure that on every subsequent transfer or disposal (not including a charge) the estate charge is secured in favour of the relevant Management Company.

(c) To procure that upon transfer of the On-site Open Space on a Phase to the relevant Management Company pursuant to paragraph 2.3(a) above the relevant Management Company shall:

(i) not use the On-site Open Space in each relevant Phase for any purpose other than for the provision of recreation and/or amenity spaces for the benefit of the public in accordance with the relevant approved On-site Open Space Scheme for each relevant Phase;

(ii) ensure the maintenance and management of the On-site Open Space in each Phase in accordance with the On-site Open Space Scheme for each Phase to the Borough Council's reasonable satisfaction in default of which the Borough Council shall be entitled upon giving reasonable prior written notice of no less than 25 Working Days to the Management Company to carry out any maintenance works reasonably required to the On-site Open Space and recover the proper and reasonable costs and expenses involved from the relevant Management Company provided always that if the Owner refers the subject of any such notice to dispute resolution in accordance with clause 12 within the specified 25 Working Days, the Borough Council may not carry out any maintenance works or recover any costs or expenses unless and until the arbitrator finds in favour of the Borough Council;

(iii) not build or allow or permit to the built any building or on the areas transferred other than the structures provided as part of the LEAP on the On-site Open Space;

(iv) allow full and unfettered access to the On-site Open Space by the public by foot subject to any need to close the facility for inspection, maintenance, health and safety reasons and to prevent the accrual of rights; and

(v) not transfer its responsibilities in respect of the Open Space unless that company is a Management Company and the transfer has been approved by the Council in writing (acting reasonably and provided that this does not prohibit the Management Company appointing contractors to undertake its responsibilities in respect of the Open Space).

3 FINANCIAL CONTRIBUTIONS

On-site Open Space Maintenance Contribution

3.1 In the event that the On-site Open Space is transferred to the Borough Council pursuant to paragraph 2.2 above:

(a) to pay to the Borough Council 50% of the On-site Open Space Maintenance Contribution on or before the first Occupation of the Dwellings and not to Occupy any

Dwelling until 50% of the On-site Open Space Maintenance Contribution has been paid to the Borough Council; and

(b) to pay to the Borough Council the remaining 50% of the On-site Open Space Maintenance Contribution on or before the Occupation of more than 50% of the Dwellings and not to Occupy 50% of the Dwellings until the On-site Open Space Maintenance Contribution has been paid to the Borough Council in full.

4 PHASING PLAN

4.1 Prior to the Commencement of Development the Owner shall submit the Phasing Plan to the Borough Council and the Owner shall not Commence or cause or permit Commencement of the Development until the Phasing Plan has been approved by the Borough Council in writing.

4.2 Thereafter, the Owner shall carry out the Development in accordance with the approved Phasing Plan.

5 UNDERGROUNDING WORKS

5.1 The Owner shall use reasonable endeavours to submit the details of and a timetable for the Undergrounding Works to the Borough Council for approval prior to the Commencement of Development (unless otherwise agreed in writing with the Borough Council) and in any event shall submit such details and timetable for approval as soon as reasonably practicable.

5.2 The Owner shall carry out or shall procure the carrying out of the Undergrounding Works in accordance with the details and timetable approved by the Borough Council pursuant to paragraph 5.1 above.

SCHEDULE 3

THE BOROUGH COUNCIL'S COVENANTS

The Borough Council covenants with the Owner as follows:

1 BOROUGH FINANCIAL CONTRIBUTIONS

1.1 To pay each tranche of each of the Borough Financial Contributions received from the Owner into a separately identified interest-bearing section of the Borough Council's combined accounts as soon as reasonably practicable.

1.2 To only expend each tranche of each of the Borough Financial Contributions received from the Owner pursuant to this Agreement for the purposes for which they were paid and for no other purpose whatsoever.

1.3 If all or any part of the monies have not been committed or unexpended after the period of ten years from the date of payment by the Owner to the Borough Council of the last instalment of the relevant contribution it shall following receipt of a request from the Owner repay such unexpended or uncommitted monies to the party that paid the relevant contribution.

SCHEDULE 4

NOTICE OF COMMENCEMENT OF DEVELOPMENT

NOTICE TO THE BROXTOWE BOROUGH COUNCIL OF COMMENCEMENT OF DEVELOPMENT

Planning Permission Reference:

Development Site:

Description of Development:

Date of Section 106 Agreement:

Notice is hereby given to the Borough Council that works to implement the above planning permission will commence on

Signed:

For and on behalf of:

Contact name and telephone no:
Contact e-mail address:
Date:

Complete and send this form to Broxtowe Borough Council Planning Department at the address below:

Broxtowe Borough Council
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB

SCHEDULE 5

OCCUPATION NOTICE

NOTICE TO BROXTOWE BOROUGH COUNCIL OF OCCUPATION OF DEVELOPMENT

Planning Permission Reference:

Development Site:

Description of Development:

Date of Section 106 Agreement:

Notice is hereby given to the Borough Council that the [ ] Dwelling to be constructed pursuant to the Development shall be available for Occupation in accordance with the Section 106 Agreement dated [ ] and made between (1) Broxtowe Borough Council (2) Nottinghamshire County Council (3) Bloor Homes Limited (4) Heart Church relating to the above development will occur on

Signed:

For and on behalf of:

Contact name and telephone no:
Contact e-mail address:
Date:

Complete and send this form to Broxtowe Borough Council at the address below.

Broxtowe Borough Council
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB

SCHEDULE 6

THE OWNER'S COVENANTS TO THE COUNTY COUNCIL

1 COUNTY FINANCIAL CONTRIBUTIONS

The Owner covenants with the County Council as follows:

2 Bus Service Contribution

2.1 The Bus Service Contribution payable by the Owner to the County Council shall be calculated on a cumulative basis across the Site by reference to the Approved Dwellings from time to time. At any given date, the total Bus Service Contribution due (the "Cumulative Bus Service Contribution") shall be the Bus Service Contribution Per Dwelling Rate multiplied by the number of Approved Dwellings at that date with the final sum due being calculated upon approval of the final Reserved Matters Approval granted in respect of the Development on the Site.

2.2 The Owner shall pay the Cumulative Bus Service Contribution to the County Council on a rolling basis as Approved Dwellings are Occupied, in accordance with the following thresholds:

(a) First Threshold: Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Approved Dwellings on the Site until 25% (twenty-five percent) of the Cumulative Bus Service Contribution has been paid to the County Council; and

(b) Second Threshold: Not to Occupy or permit Occupation of more than 75% (seventy-five percent) of the Approved Dwellings on the Site until the Cumulative Bus Service Contribution has been paid in full to the County Council; and

(c) Third Threshold: Not to Occupy any Development approved under the final Reserved Matters Approval on the Site until the total sum of the Cumulative Bus Service Contribution has been calculated and agreed by the County Council taking into account any adjustments permitted by paragraph 2.4 below (where relevant).

and in each case where the calculation of a percentage of the Approved Dwellings produces a number which is not a whole number, that number shall be rounded up to the nearest whole Dwelling

2.3 The Occupation thresholds in paragraph 2.2 shall be applied by reference to the cumulative number of Approved Dwellings and the cumulative number of Dwellings Occupied across the entire Site (regardless of the Reserved Matters Approval or approvals under which such Dwellings were approved), and the Cumulative Bus Service Contribution shall be recalculated accordingly each time a further Reserved Matters Approval is granted or the number of Approved Dwellings is varied.

2.4 Where the number of Approved Dwellings is varied (whether increased or decreased) by a subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990:

(a) the Cumulative Bus Service Contribution shall be recalculated by reference to the revised total number of Approved Dwellings and the Occupation thresholds set out in paragraph 2.2 shall be applied to the revised total number of Approved Dwellings;

(b) where the revised total of Approved Dwellings results in an increase in the Cumulative Bus Service Contribution, the Owner shall pay the additional sum to the County Council

so as to ensure compliance with the Occupation thresholds set out in paragraph 2.2 as applied to the revised total of Approved Dwellings;

(c) where the revised total of Approved Dwellings results in a decrease in the Cumulative Bus Service Contribution and the Owner has already paid sums to the County Council in excess of the recalculated Cumulative Bus Service Contribution (an "Overpayment"), the Overpayment shall at the Owner's election either:

(i) be refunded by the County Council to the Owner within 40 Working Days of the Owner's written request (such request to be accompanied by evidence of the variation and the recalculation); or

(ii) be credited against any future instalment of the Cumulative Bus Service Contribution (the Owner to notify the County Council in writing of the credit to be applied).

Provided That the County Council shall not be obligated to return any sum of the Cumulative Bus Service Contribution which has already been expended or otherwise committed in accordance with the terms of this Agreement

2.5 Within 10 Working Days of the grant of each Reserved Matters Approval (or any subsequent variation to a Reserved Matters Approval which affects the number of Approved Dwellings), the Owner shall give written notice to the County Council specifying:

(a) the number of Dwellings approved under that Reserved Matters Approval;

(b) the revised cumulative total of Approved Dwellings across the Site; and

(c) the recalculated Cumulative Bus Service Contribution,

and where there is a dispute as to any of the matters specified in such notice, which cannot be otherwise agreed and settled between the parties, the provisions of clause 12 (Dispute Resolution) shall apply.

2.6 For the avoidance of doubt, the aggregate Bus Service Contribution payable shall not exceed the Bus Service Contribution Per Dwelling Rate multiplied by the total number of Approved Dwellings permitted across the entire Site.

3 Bus Stop Contribution

3.1 To pay to the County Council the Bus Stop Contribution on or before the first Occupation of any Dwellings and not to Occupy any of the Dwellings until the Bus Stop Contribution has been paid in full to the County Council.

4 Community Transport Contribution

4.1 The Community Transport Contribution payable by the Owner to the County Council shall be calculated on a cumulative basis across the Site by reference to the Approved Dwellings from time to time. At any given date, the total Community Transport Contribution due (the "Cumulative Community Transport Contribution") shall be the Community Transport Contribution Per Dwelling Rate multiplied by the number of Approved Dwellings at that date with the final sum due being calculated upon approval of the final Reserved Matters Approval granted in respect of the Development on the Site

4.2 The Owner shall pay the Cumulative Community Transport Contribution to the County Council on a rolling basis as Approved Dwellings are Occupied, in accordance with the following thresholds:

(a) First Threshold: Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Approved Dwellings on the Site until 25% (twenty-five percent) of the Cumulative Community Transport Contribution has been paid to the County Council; and

(b) Second Threshold: Not to Occupy or permit Occupation of more than 75% (seventy-five percent) of the Approved Dwellings on the Site until the Cumulative Community Transport Contribution has been paid in full to the County Council; and

(c) Third Threshold: Not to Occupy any Development approved under the final Reserved Matters Approval on the Site until the total sum of the Cumulative Community Transport Contribution has been calculated and agreed by the County Council taking into account any adjustments permitted by paragraph 4.4 below (where relevant).

and in each case where the calculation of a percentage of the Approved Dwellings produces a number which is not a whole number, that number shall be rounded up to the nearest whole Dwelling

4.3 The Occupation thresholds in paragraph 4.2 shall be applied by reference to the cumulative number of Approved Dwellings and the cumulative number of Dwellings Occupied across the entire Site (regardless of the Reserved Matters Approval or approvals under which such Dwellings were approved), and the Cumulative Community Transport Contribution shall be recalculated accordingly each time a further Reserved Matters Approval is granted or the number of Approved Dwellings is varied.

4.4 Where the number of Approved Dwellings is varied (whether increased or decreased) by a subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990:

(a) the Cumulative Community Transport Contribution shall be recalculated by reference to the revised total number of Approved Dwellings and the Occupation thresholds set out in paragraph 4.2 shall be applied to the revised total number of Approved Dwellings;

(b) where the revised total of Approved Dwellings results in an increase in the Cumulative Community Transport Contribution, the Owner shall pay the additional sum to the County Council so as to ensure compliance with the Occupation thresholds set out in paragraph 4.2 as applied to the revised total of Approved Dwellings;

(c) where the revised total of Approved Dwellings results in a decrease in the Cumulative Community Transport Contribution and the Owner has already paid sums to the County Council in excess of the recalculated Cumulative Community Transport Contribution (an "Overpayment"), the Overpayment shall at the Owner's election either:

(i) be refunded by the County Council to the Owner within 40 Working Days of the Owner's written request (such request to be accompanied by evidence of the variation and the recalculation); or

(ii) be credited against any future instalment of the Cumulative Community Transport Contribution (the Owner to notify the County Council in writing of the credit to be applied).

Provided That the County Council shall not be obligated to return any sum of the Cumulative Community Transport Contribution which has already been expended or otherwise committed in accordance with the terms of this Agreement

4.5 Within 10 Working Days of the grant of each Reserved Matters Approval (or any subsequent variation to a Reserved Matters Approval which affects the number of Approved Dwellings), the Owner shall give written notice to the County Council specifying:

(a) the number of Dwellings approved under that Reserved Matters Approval;

(b) the revised cumulative total of Approved Dwellings across the Site; and

(c) the recalculated Cumulative Community Transport Contribution,

and where there is a dispute as to any of the matters specified in such notice, which cannot be otherwise agreed and settled between the parties, the provisions of clause 12 (Dispute Resolution) shall apply.

4.6 For the avoidance of doubt, the aggregate Community Transport Contribution payable shall not exceed the Community Transport Contribution Per Dwelling Rate multiplied by the total number of Approved Dwellings permitted across the entire Site.

5 Cycle and Walking Routes Contribution

5.1 The Cycle and Walking Routes Contribution payable by the Owner to the County Council shall be calculated on a cumulative basis across the Site by reference to the Approved Dwellings from time to time. At any given date, the total Cycle and Walking Routes Contribution due (the "Cumulative Cycle and Walking Routes Contribution") shall be the Cycle and Walking Routes Contribution Per Dwelling Rate multiplied by the number of Approved Dwellings at that date with the final sum due being calculated upon approval of the final Reserved Matters Approval granted in respect of the Development on the Site

5.2 The Owner shall pay the Cumulative Cycle and Walking Routes Contribution to the County Council on a rolling basis as Approved Dwellings are Occupied, in accordance with the following thresholds:

(a) First Threshold: Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Approved Dwellings on the Site until 25% (twenty-five percent) of the Cumulative Cycle and Walking Routes Contribution has been paid to the County Council; and

(b) Second Threshold: Not to Occupy or permit Occupation of more than 75% (seventy-five percent) of the Approved Dwellings on the Site until the Cumulative Cycle and Walking Routes Contribution has been paid in full to the County Council; and

(c) Third Threshold: Not to Occupy any Development approved under the final Reserved Matters Approval on the Site until the total sum of the Cumulative Cycle and Walking Routes Contribution has been calculated and agreed by the County Council taking into account any adjustments permitted by paragraph 5.4 below (where relevant).

and in each case where the calculation of a percentage of the Approved Dwellings produces a number which is not a whole number, that number shall be rounded up to the nearest whole Dwelling

5.3 The Occupation thresholds in paragraph 5.2 shall be applied by reference to the cumulative number of Approved Dwellings and the cumulative number of Dwellings Occupied across the entire Site (regardless of the Reserved Matters Approval or approvals under which such Dwellings were approved), and the Cumulative Cycle and Walking Routes Contribution shall be recalculated accordingly each time a further Reserved Matters Approval is granted or the number of Approved Dwellings is varied.

5.4 Where the number of Approved Dwellings is varied (whether increased or decreased) by a subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990:

(a) the Cumulative Cycle and Walking Routes Contribution shall be recalculated by reference to the revised total number of Approved Dwellings and the Occupation

thresholds set out in paragraph 5.2 shall be applied to the revised total number of Approved Dwellings;

(b) where the revised total of Approved Dwellings results in an increase in the Cumulative Cycle and Walking Routes Contribution, the Owner shall pay the additional sum to the County Council so as to ensure compliance with the Occupation thresholds set out in paragraph 5.2 as applied to the revised total of Approved Dwellings;

(c) where the revised total of Approved Dwellings results in a decrease in the Cumulative Cycle and Walking Routes Contribution and the Owner has already paid sums to the County Council in excess of the recalculated Cumulative Cycle and Walking Routes Contribution (an "Overpayment"), the Overpayment shall at the Owner's election either:

(i) be refunded by the County Council to the Owner within 40 Working Days of the Owner's written request (such request to be accompanied by evidence of the variation and the recalculation); or

(ii) be credited against any future instalment of the Cumulative Cycle and Walking Routes Contribution (the Owner to notify the County Council in writing of the credit to be applied).

Provided That the County Council shall not be obligated to return any sum of the Cumulative Cycle and Walking Routes Contribution which has already been expended or otherwise committed in accordance with the terms of this Agreement

5.5 Within 10 Working Days of the grant of each Reserved Matters Approval (or any subsequent variation to a Reserved Matters Approval which affects the number of Approved Dwellings), the Owner shall give written notice to the County Council specifying:

(a) the number of Dwellings approved under that Reserved Matters Approval;

(b) the revised cumulative total of Approved Dwellings across the Site; and

(c) the recalculated Cumulative Cycle and Walking Routes Contribution,

and where there is a dispute as to any of the matters specified in such notice, which cannot be otherwise agreed and settled between the parties, the provisions of clause 12 (Dispute Resolution) shall apply.

5.6 For the avoidance of doubt, the aggregate Cycle and Walking Routes Contribution payable shall not exceed the Cycle and Walking Routes Contribution Per Dwelling Rate multiplied by the total number of Approved Dwellings permitted across the entire Site.

6 Library Contribution

6.1 The Library Contribution payable by the Owner to the County Council shall be calculated on a cumulative basis across the Site by reference to the Approved Dwellings from time to time. At any given date, the total Library Contribution due (the " Cumulative Library Contribution") shall be the Library Contribution Per Dwelling Rate multiplied by the number of Approved Dwellings at that date with the final sum due being calculated upon approval of the final Reserved Matters Approval granted in respect of the Development on the Site

6.2 The Owner shall pay the Cumulative Library Contribution to the County Council on a rolling basis as Approved Dwellings are Occupied, in accordance with the following thresholds:

(a) First Threshold: Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Approved Dwellings on the Site until 25% (twenty-five percent) of the Cumulative Library Contribution has been paid to the County Council; and

(b) Second Threshold: Not to Occupy or permit Occupation of more than 75% (seventy-five percent) of the Approved Dwellings on the Site until the Cumulative Library Contribution has been paid in full to the County Council; and

(c) Third Threshold: Not to Occupy any Development approved under the final Reserved Matters Approval on the Site until the total sum of the Cumulative Library Contribution has been calculated and agreed by the County Council taking into account any adjustments permitted by paragraph 6.4 below (where relevant).

and in each case where the calculation of a percentage of the Approved Dwellings produces a number which is not a whole number, that number shall be rounded up to the nearest whole Dwelling

6.3 The Occupation thresholds in paragraph 6.2 shall be applied by reference to the cumulative number of Approved Dwellings and the cumulative number of Dwellings Occupied across the entire Site (regardless of the Reserved Matters Approval or approvals under which such Dwellings were approved), and the Cumulative Library Contribution shall be recalculated accordingly each time a further Reserved Matters Approval is granted or the number of Approved Dwellings is varied.

6.4 Where the number of Approved Dwellings is varied (whether increased or decreased) by a subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990:

(a) the Cumulative Library Contribution shall be recalculated by reference to the revised total number of Approved Dwellings and the Occupation thresholds set out in paragraph 6.2 shall be applied to the revised total number of Approved Dwellings;

(b) where the revised total of Approved Dwellings results in an increase in the Cumulative Library Contribution, the Owner shall pay the additional sum to the County Council so as to ensure compliance with the Occupation thresholds set out in paragraph 6.2 as applied to the revised total of Approved Dwellings;

(c) where the revised total of Approved Dwellings results in a decrease in the Cumulative Library Contribution and the Owner has already paid sums to the County Council in excess of the recalculated Cumulative Library Contribution (an "Overpayment"), the Overpayment shall at the Owner's election either:

(i) be refunded by the County Council to the Owner within 40 Working Days of the Owner's written request (such request to be accompanied by evidence of the variation and the recalculation); or

(ii) be credited against any future instalment of the Cumulative Library Contribution (the Owner to notify the County Council in writing of the credit to be applied).

Provided That the County Council shall not be obligated to return any sum of the Cumulative Library Contribution which has already been expended or otherwise committed in accordance with the terms of this Agreement

6.5 Within 10 Working Days of the grant of each Reserved Matters Approval (or any subsequent variation to a Reserved Matters Approval which affects the number of Approved Dwellings), the Owner shall give written notice to the County Council specifying:

(a) the number of Dwellings approved under that Reserved Matters Approval;

(b) the revised cumulative total of Approved Dwellings across the Site; and

(c) the recalculated Cumulative Library Contribution,

and where there is a dispute as to any of the matters specified in such notice, which cannot be otherwise agreed and settled between the parties, the provisions of clause 12 (Dispute Resolution) shall apply.

6.6 For the avoidance of doubt, the aggregate Library Contribution payable shall not exceed the Library Contribution Per Dwelling Rate multiplied by the total number of Approved Dwellings permitted across the entire Site.

7 Primary Education Contribution

7.1 The Primary Education Contribution payable by the Owner to the County Council shall be calculated on a cumulative basis across the Site by reference to the Approved Dwellings from time to time. At any given date, the total Primary Education Contribution due (the "Cumulative Primary Education Contribution") shall be the Primary Education Contribution Per Dwelling Rate multiplied by the number of Approved Dwellings at that date with the final sum due being calculated upon approval of the final Reserved Matters Approval granted in respect of the Development on the Site

7.2 The Owner shall pay the Cumulative Primary Education Contribution to the County Council on a rolling basis as Approved Dwellings are Occupied, in accordance with the following thresholds:

(a) First Threshold: Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Approved Dwellings on the Site until 25% (twenty-five percent) of the Cumulative Primary Education Contribution has been paid to the County Council; and

(b) Second Threshold: Not to Occupy or permit Occupation of more than 75% (seventy-five percent) of the Approved Dwellings on the Site until the Cumulative Primary Education Contribution has been paid in full to the County Council; and

(c) Third Threshold: Not to Occupy any Development approved under the final Reserved Matters Approval on the Site until the total sum of the Cumulative Primary Education Contribution has been calculated and agreed by the County Council taking into account any adjustments permitted by paragraph 7.4 below (where relevant).

and in each case where the calculation of a percentage of the Approved Dwellings produces a number which is not a whole number, that number shall be rounded up to the nearest whole Dwelling

7.3 The Occupation thresholds in paragraph 7.2 shall be applied by reference to the cumulative number of Approved Dwellings and the cumulative number of Dwellings Occupied across the entire Site (regardless of the Reserved Matters Approval or approvals under which such Dwellings were approved), and the Cumulative Primary Education Contribution shall be recalculated accordingly each time a further Reserved Matters Approval is granted or the number of Approved Dwellings is varied.

7.4 Where the number of Approved Dwellings is varied (whether increased or decreased) by a subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990:

(a) the Cumulative Primary Education Contribution shall be recalculated by reference to the revised total number of Approved Dwellings and the Occupation thresholds set out in paragraph 7.2 shall be applied to the revised total number of Approved Dwellings;

(b) where the revised total of Approved Dwellings results in an increase in the Cumulative Primary Education Contribution, the Owner shall pay the additional sum to the County Council so as to ensure compliance with the Occupation thresholds set out in paragraph 7.2 as applied to the revised total of Approved Dwellings;

(c) where the revised total of Approved Dwellings results in a decrease in the Cumulative Primary Education Contribution and the Owner has already paid sums to the County Council in excess of the recalculated Cumulative Primary Education Contribution (an "Overpayment"), the Overpayment shall at the Owner's election either:

(i) be refunded by the County Council to the Owner within 40 Working Days of the Owner's written request (such request to be accompanied by evidence of the variation and the recalculation); or

(ii) be credited against any future instalment of the Cumulative Primary Education Contribution (the Owner to notify the County Council in writing of the credit to be applied).

Provided That the County Council shall not be obligated to return any sum of the Cumulative Primary Education Contribution which has already been expended or otherwise committed in accordance with the terms of this Agreement

7.5 Within 10 Working Days of the grant of each Reserved Matters Approval (or any subsequent variation to a Reserved Matters Approval which affects the number of Approved Dwellings), the Owner shall give written notice to the County Council specifying:

(a) the number of Dwellings approved under that Reserved Matters Approval;

(b) the revised cumulative total of Approved Dwellings across the Site; and

(c) the recalculated Cumulative Primary Education Contribution,

and where there is a dispute as to any of the matters specified in such notice, which cannot be otherwise agreed and settled between the parties, the provisions of clause 12 (Dispute Resolution) shall apply.

7.6 For the avoidance of doubt, the aggregate Primary Education Contribution payable shall not exceed the Primary Education Contribution Per Dwelling Rate multiplied by the total number of Approved Dwellings permitted across the entire Site.

8 Secondary Education Contribution

8.1 The Secondary Education Contribution payable by the Owner to the County Council shall be calculated on a cumulative basis across the Site by reference to the Approved Dwellings from time to time. At any given date, the total Secondary Education Contribution due (the "Cumulative Secondary Education Contribution") shall be the Secondary Education Contribution Per Dwelling Rate multiplied by the number of Approved Dwellings at that date with the final sum due being calculated upon approval of the final Reserved Matters Approval granted in respect of the Development on the Site

8.2 The Owner shall pay the Cumulative Secondary Education Contribution to the County Council on a rolling basis as Approved Dwellings are Occupied, in accordance with the following thresholds:

(a) First Threshold: Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Approved Dwellings on the Site until 25% (twenty-five percent) of the Cumulative Secondary Education Contribution has been paid to the County Council; and

(b) Second Threshold: Not to Occupy or permit Occupation of more than 75% (seventy-five percent) of the Approved Dwellings on the Site until the Cumulative Secondary Education Contribution has been paid in full to the County Council; and

(c) Third Threshold: Not to Occupy any Development approved under the final Reserved Matters Approval on the Site until the total sum of the Cumulative Secondary Education Contribution has been calculated and agreed by the County Council taking into account any adjustments permitted by paragraph 8.4 below (where relevant).

and in each case where the calculation of a percentage of the Approved Dwellings produces a number which is not a whole number, that number shall be rounded up to the nearest whole Dwelling

8.3 The Occupation thresholds in paragraph 8.2 shall be applied by reference to the cumulative number of Approved Dwellings and the cumulative number of Dwellings Occupied across the entire Site (regardless of the Reserved Matters Approval or approvals under which such Dwellings were approved), and the Cumulative Secondary Education Contribution shall be recalculated accordingly each time a further Reserved Matters Approval is granted or the number of Approved Dwellings is varied.

8.4 Where the number of Approved Dwellings is varied (whether increased or decreased) by a subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990:

(a) the Cumulative Secondary Education Contribution shall be recalculated by reference to the revised total number of Approved Dwellings and the Occupation thresholds set out in paragraph 8.2 shall be applied to the revised total number of Approved Dwellings;

(b) where the revised total of Approved Dwellings results in an increase in the Cumulative Secondary Education Contribution, the Owner shall pay the additional sum to the County Council so as to ensure compliance with the Occupation thresholds set out in paragraph 8.2 as applied to the revised total of Approved Dwellings;

(c) where the revised total of Approved Dwellings results in a decrease in the Cumulative Secondary Education Contribution and the Owner has already paid sums to the County Council in excess of the recalculated Cumulative Secondary Education Contribution (an "Overpayment"), the Overpayment shall at the Owner's election either:

(i) be refunded by the County Council to the Owner within 40 Working Days of the Owner's written request (such request to be accompanied by evidence of the variation and the recalculation); or

(ii) be credited against any future instalment of the Cumulative Secondary Education Contribution (the Owner to notify the County Council in writing of the credit to be applied).

Provided That the County Council shall not be obligated to return any sum of the Cumulative Secondary Education Contribution which has already been expended or otherwise committed in accordance with the terms of this Agreement

8.5 Within 10 Working Days of the grant of each Reserved Matters Approval (or any subsequent variation to a Reserved Matters Approval which affects the number of Approved Dwellings), the Owner shall give written notice to the County Council specifying:

(a) the number of Dwellings approved under that Reserved Matters Approval;

(b) the revised cumulative total of Approved Dwellings across the Site; and

(c) the recalculated Cumulative Secondary Education Contribution,

and where there is a dispute as to any of the matters specified in such notice, which cannot be otherwise agreed and settled between the parties, the provisions of clause 12 (Dispute Resolution) shall apply.

8.6 For the avoidance of doubt, the aggregate Secondary Education Contribution payable shall not exceed the Secondary Education Contribution Per Dwelling Rate multiplied by the total number of Approved Dwellings permitted across the entire Site.

9 SEND Contribution

9.1 The SEND Contribution payable by the Owner to the County Council shall be calculated on a cumulative basis across the Site by reference to the Approved Dwellings from time to time. At any given date, the total SEND Contribution due (the "Cumulative SEND Contribution") shall be the SEND Contribution Per Dwelling Rate multiplied by the number of Approved Dwellings at that date with the final sum due being calculated upon approval of the final Reserved Matters Approval granted in respect of the Development on the Site

9.2 The Owner shall pay the Cumulative SEND Contribution to the County Council on a rolling basis as Approved Dwellings are Occupied, in accordance with the following thresholds:

(a) First Threshold: Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Approved Dwellings on the Site until 25% (twenty-five percent) of the Cumulative SEND Contribution has been paid to the County Council; and

(b) Second Threshold: Not to Occupy or permit Occupation of more than 75% (seventy-five percent) of the Approved Dwellings on the Site until the Cumulative SEND Contribution has been paid in full to the County Council; and

(c) Third Threshold: Not to Occupy any Development approved under the final Reserved Matters Approval on the Site until the total sum of the Cumulative SEND Contribution has been calculated and agreed by the County Council taking into account any adjustments permitted by paragraph 9.4 below (where relevant).

and in each case where the calculation of a percentage of the Approved Dwellings produces a number which is not a whole number, that number shall be rounded up to the nearest whole Dwelling

9.3 The Occupation thresholds in paragraph 9.2 shall be applied by reference to the cumulative number of Approved Dwellings and the cumulative number of Dwellings Occupied across the entire Site (regardless of the Reserved Matters Approval or approvals under which such Dwellings were approved), and the Cumulative SEND Contribution shall be recalculated accordingly each time a further Reserved Matters Approval is granted or the number of Approved Dwellings is varied.

9.4 Where the number of Approved Dwellings is varied (whether increased or decreased) by a subsequent Reserved Matters Approval, non-material amendment, or planning permission granted pursuant to section 73 or section 73B of the TCPA 1990:

(a) the Cumulative SEND Contribution shall be recalculated by reference to the revised total number of Approved Dwellings and the Occupation thresholds set out in paragraph 9.2 shall be applied to the revised total number of Approved Dwellings;

(b) where the revised total of Approved Dwellings results in an increase in the Cumulative SEND Contribution, the Owner shall pay the additional sum to the County Council so as to ensure compliance with the Occupation thresholds set out in paragraph 9.2 as applied to the revised total of Approved Dwellings;

(c) where the revised total of Approved Dwellings results in a decrease in the Cumulative SEND Contribution and the Owner has already paid sums to the County Council in excess of the recalculated Cumulative SEND Contribution (an "Overpayment"), the Overpayment shall at the Owner's election either:

(i) be refunded by the County Council to the Owner within 40 Working Days of the Owner's written request (such request to be accompanied by evidence of the variation and the recalculation); or

(ii) be credited against any future instalment of the Cumulative SEND Contribution (the Owner to notify the County Council in writing of the credit to be applied).

Provided That the County Council shall not be obligated to return any sum of the Cumulative SEND Contribution which has already been expended or otherwise committed in accordance with the terms of this Agreement

9.5 Within 10 Working Days of the grant of each Reserved Matters Approval (or any subsequent variation to a Reserved Matters Approval which affects the number of Approved Dwellings), the Owner shall give written notice to the County Council specifying:

(a) the number of Dwellings approved under that Reserved Matters Approval;

(b) the revised cumulative total of Approved Dwellings across the Site; and

(c) the recalculated Cumulative SEND Contribution,

and where there is a dispute as to any of the matters specified in such notice, which cannot be otherwise agreed and settled between the parties, the provisions of clause 12 (Dispute Resolution) shall apply.

9.6 For the avoidance of doubt, the aggregate SEND Contribution payable shall not exceed the SEND Contribution Per Dwelling Rate multiplied by the total number of Approved Dwellings permitted across the entire Site.

Travel Plan Monitoring Fee

10 To pay to the County Council the Travel Plan Monitoring Fee on or before first Occupation of note more than 50% (fifty percent) of the Dwellings and not to Occupy more than 50% (fifty percent) of the Dwellings until the Travel Plan Monitoring Fee has been paid in full to the County Council

SCHEDULE 7

THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as follows:

1 COUNTY FINANCIAL CONTRIBUTIONS

1.1 To pay each tranche of each of the County Financial Contributions received from the Owner into a separately identified interest-bearing section of the County Council's combined accounts as soon as reasonably practicable.

1.2 To only expend each tranche of each of the County Financial Contributions received from the Owner pursuant to this Agreement for the purposes for which they were paid and for no other purpose whatsoever.

1.3 To provide full details of the expenditure of the relevant County Financial Contributions as soon as reasonably possible following a request in writing from the Owner.

1.4 If all or any part of the monies have not been committed or unexpended after the period of ten years from the date of receipt of the full and final amount of the relevant contribution by the County Council it shall, repay such unexpended or uncommitted monies to the party that paid the relevant contribution.

Seal no: 12303/b

EXECUTED as a **DEED** by affixing the company seal of
BROXTOWE BOROUGH COUNCIL
acting by ~~[name of member], a member~~ PROPER OFFICER
Signature of ~~Member~~ C. Goodall

in the presence of JEREMY WARD

Signature of witness .....

Name (IN BLOCK CAPITALS) JEREMY WARD

Address COUNCIL OFFICES
BEESTON
NG9 1AB

I confirm that I was physically present when C GOODALL signed this deed

THE COMMON SEAL of **THE**)
NOTTINGHAMSHIRE COUNTY)
COUNCIL was hereunto affixed)

this 25th day of OCTOBER 2026

in the presence of an Authorised Signatory

Seal No: 52167

name: LAWRENCE WILCOX

position: SENIOR SOLICITOR

signature

EXECUTED as a **DEED** by
HEART CHURCH
acting by two directors

Director .....

.....

Director .....

.....

EXECUTED as a **DEED** by
BLOOR HOMES LIMITED
acting by two Attorneys

Attorney



Brendan Meighan
Authorised Signatory

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Jake Talbot-Hambridge
Trainee Accounts Assistant
Bloor Homes Limited
Ashby Road
Measham
Swadlincote
Derbyshire DE12 7JP

Brendan Meighan
Authorised Signatory

I confirm that I was physically present when ..... signed this deed

Attorney

James Ellis
Authorised Signatory

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Jake Talbot-Hambridge
Trainee Accounts Assistant
Bloor Homes Limited
Ashby Road
Measham
Swadlincote
Derbyshire DE12 7JP

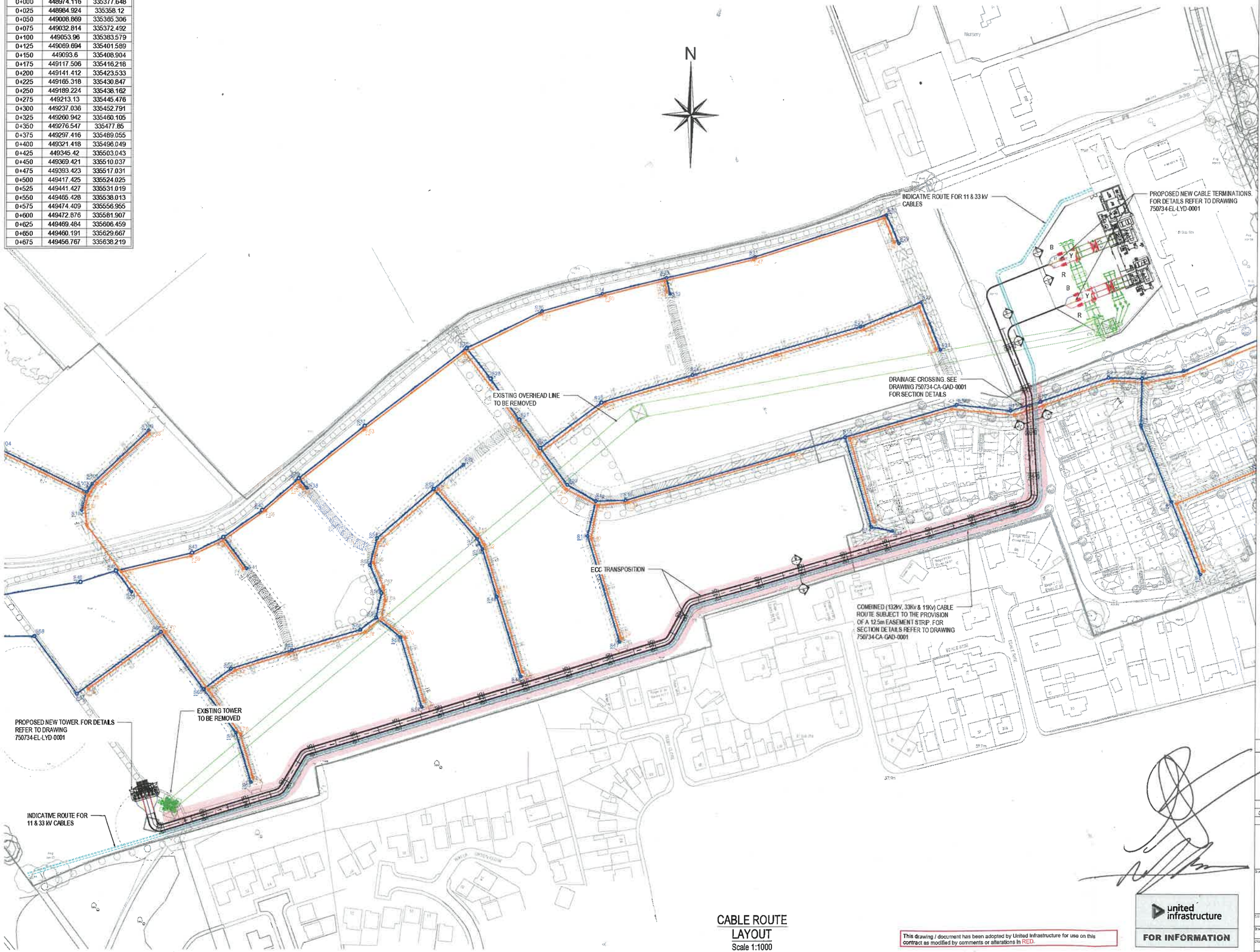
James Ellis
Authorised Signatory

I confirm that I was physically present when ..... signed this deed

ANNEX

Undergrounding Works Plan

COORDINATES		
POINTS	EASTING	NORTHING
0+000	448974.116	335377.648
0+025	448984.924	335358.12
0+050	449008.869	335365.306
0+075	449032.814	335372.492
0+100	449053.96	335383.579
0+125	449069.694	335401.589
0+150	449093.6	335408.904
0+175	449117.506	335416.218
0+200	449141.412	335423.533
0+225	449165.318	335430.847
0+250	449189.224	335438.162
0+275	449213.13	335445.476
0+300	449237.036	335452.791
0+325	449260.942	335460.105
0+350	449276.547	335477.85
0+375	449297.416	335489.055
0+400	449321.418	335496.049
0+425	449345.42	335503.043
0+450	449369.421	335510.037
0+475	449393.423	335517.031
0+500	449417.425	335524.025
0+525	449441.427	335531.019
0+550	449465.428	335538.013
0+575	449474.409	335556.955
0+600	449472.876	335581.907
0+625	449469.484	335606.459
0+650	449460.191	335629.667
0+675	449456.767	335638.219



CABLE ROUTE LAYOUT
Scale 1:1000

NOTES

1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERING DRAWINGS AND SPECIFICATIONS.
3. DO NOT SCALE FROM THE DRAWING. USE ONLY FIGURED DIMENSIONS.
4. POWER CABLE AND TRENCH INSTALLATION SHALL BE AS PER CAGA7.
5. CRUSHED LIMESTONE OR CRUSHED GRANITE USED FOR EACH TRENCH BACKFILLING SHALL BE SUPPLIED AND INSTALLED AS PER CAGA7.
6. POWER CABLE DUCTS SHALL BE AS PER ENA TS 12-23.
7. TREFOIL DUCTS SHOULD BE WRAPPED WITH NON-CONDUCTIVE/NON-CORRODING BANDS/ROPE TO MAINTAIN TREFOIL FORMATION DURING BACKFILLING.
8. STOCKBORD SHALL BE AS PER ENA TS 12-24.
9. ALL DUCTS SHALL HAVE DRAW ROPE LAID IN THE DUCTS.
10. NO DUCTS TO BE LEFT OPEN OVERNIGHT. DUCT CAPS SHOULD BE FITTED TO DUCTS TO PREVENT DEBRIS AND RODENTS FROM ENTERING THE DUCTS.
11. DUCTS TO BE INSTALLED TO FACILITATE CABLE PULLING INTO THE SOCKET.
12. REFER TO CAGA7 SECTION 5.2 FOR MATERIALS NOT ALLOWED TO BE REUSED AS 'THERMALLY SUITABLE BACKFILL'.
13. IF ANYTHING CHANGES, STOP AND SEEK ADVICE FROM UNITED INFRASTRUCTURE ENGINEERING TEAM.
14. ECC DUCT TO BE TRANSPOSED BETWEEN SHOULDERS HALF WAY ALONG ROUTE.
15. DETAILED DESIGN IS ONGOING AND ALL INFORMATION SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE.
16. DRAINAGE DETAILS ARE TO BE CONFIRMED BY NGED.

C. Goodlet

LEGEND:

- SUBSTATION EQUIPMENT TO BE ADDED
- SUBSTATION EQUIPMENT TO BE REMOVED
- 132kV CABLES
- ECC
- 132kV CABLES IN TREFOIL DUCTS
- 12.5m EASEMENT
- STORM WATER LAYOUT
- FOUL WATER LAYOUT
- 11 & 33kV CABLES IN DUCTS
- INDICATIVE 11 & 33kV CABLES

REFERENCE DOCUMENTS

750734-CA-GAD-0001	Cable System Cross Section details
40066_30_0007	Proposed Compound Layout
5467749 GEO	Proposed Tower Location
19678-TOYO-5-1000	Surface & Foul Water Drainage Strategy
P23_2379_DE_014_D	Illustrative Masterplan

Rev	Date	Description	By	Check	App
01	17/07/26	PRELIMINARY	MH	YM	FF

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FOR INFORMATION

This drawing / document has been adopted by United Infrastructure for use on this contract as modified by comments or alterations in RED.

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Drawing Title: CABLE SYSTEM ROUTE LAYOUT

Site	TOTON WEST, NOTTINGHAM	Scale	1/1000
Drawing Number	750734-CA-LYD-0001	Sheet Size	A1
Client Drawing Number	-	Sheet No.	01
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