

Dated *26 September*

2019

PLANNING OBLIGATION BY WAY OF AGREEMENT UNDER SECTION 106 OF
THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND AT FORMER
SPRING MILL, WHITWORTH

BETWEEN

GLEESON REGENERATION LIMITED

AND

BRIAN TOMKINSON, JOHN LEONARD YEARSLEY, LOUISE RUSSELL, JANE
ELIZABETH WILKINSON AND JOHN WILLIAM YEARSLEY as TRUSTEES
OF THE TOMKINSON YEARSLEY PENSION FUND

AND

JOHN CARL BAKER, HARRY EDWIN YEARSLEY, PHILIP JOHN
WHITWORTH as THE TRUSTEES OF THE HARRY YEARSLEY B SELF
ADMINISTERED PENSION FUND

AND

FAIRMOUNT TRUSTEE SERVICES LTD

AND

JOHN LEONARD YEARSLEY AND FAIRMOUNT TRUSTEE SERVICES LIMITED
as TRUSTEES OF THE HARRY YEARSLEY SELF ADMINISTERED
PENSION FUND

AND

ROSSENDALE BOROUGH COUNCIL

AND

LANCASHIRE COUNTY COUNCIL

THIS DEED is dated *26 September* 2019

- (1) GLEESON REGENERATION LIMITED incorporated and registered in England and Wales with company number 03920096 whose registered office is at 5 Europa Court, Sheffield Business Park, Sheffield, S9 1XE (**'the Developer'**).
- (2) BRIAN TOMKINSON, JOHN LEONARD YEARSLEY, LOUISE RUSSELL, JANE ELIZABETH WILKINSON AND JOHN WILLIAM YEARSLEY as TRUSTEES OF THE TOMKINSON YEARSLEY PENSION FUND of Leatherhead House, Station Road, Leatherhead, Surrey (**'First Owner'**).
- (3) JOHN CARL BAKER, HARRY EDWIN YEARSLEY, PHILIP JOHN WHITWORTH as THE TRUSTEES OF THE HARRY YEARSLEY B SELF ADMINISTERED PENSION FUND of Leatherhead House, Station Road, Leatherhead, Surrey (**'Second Owner'**).
- (4) FAIRMOUNT TRUSTEE SERVICES LTD (Company Number 01909678 whose registered office is at Founders Court, Lothbury, London, EC2R 7HE (**'Third Owner'**).
- (5) JOHN LEONARD YEARSLEY AND FAIRMOUNT TRUSTEE SERVICES LIMITED as TRUSTEES OF THE HARRY YEARSLEY SELF ADMINISTERED PENSION FUND of Leatherhead House, Station Road, Leatherhead, Surrey (**'Fourth Owner'**).
- (6) ROSSENDALE BOROUGH COUNCIL of The Business Centre, Futures Park, Bacup, OL13 0BB (**'the Council'**).
- (7) LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Fishergate, Preston, Lancashire. PR1 8XJ (**'the County Council'**)

RECITALS

- (A) The Council is the local planning authority and the County Council is a local planning authority for the purposes of the 1990 Act for the area within which the Property is situated.

- (B) The First Owner, Second Owner and Third Owner are the freehold owners of that part of the Property which is registered with the Land Registry under Title Numbers LAN46942 and LAN100145.
- (C) The Second Owner and Fourth Owner are the freehold owners of that part of the Property which is registered with the Land Registry under Title Number LA479195.
- (D) The Developer is the freehold owner of that part of the Property which is registered with the Land Registry under Title Number LAN108860.
- (E) The Developer has an interest in the parts of the Property owned by the First to Fourth Owners (inclusive) pursuant to a contract for sale dated 23 April 2018 as varied by an agreement dated _____ 2019 each between (1) the First to Fourth Owners (inclusive) (2) the Developer.
- (F) The Developer has submitted the Planning Application to the Council for Planning Permission to develop the Property which was validated by the Council on 30th August 2018.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this deed:

The 1990 Act: means the Town & Country Planning Act 1990 (as amended)

Base Rate: the base lending rate from time to time of the Bank of England.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property described in the Planning Application.

Dwellings: means the residential units that may be built on the Property as part of the Development and reference to “**Dwelling**” shall be construed accordingly.

Education Indexation: means the BCIS All-in-Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such index replacing the same), where;

$$A \times B/C = D$$

Where

A = the contribution payable in accordance with this deed

B = the figure shown in the BCIS All-in-Tender Price Index for the period immediately prior to the date of payment under this deed

C = the figure shown in the BCIS All-in-Tender Price Index for the period last published before the date of this deed and

D = the recalculated sum under this deed

Occupation and Occupied: means occupation for the purposes permitted by the Planning Permission from which the Development benefits but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be construed accordingly.

Owners: means the First Owner, Second Owner, Third Owner, Fourth Owner and the Developer.

Plan: the plan marked "Plan" attached.

Planning Application: the application for full planning permission in respect of the Property validated by the Council on 30th August 2018 under reference number 2018/0318.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Primary Education Contribution: means the sum of £283,559.58 adjusted by Education Indexation to be paid to the County Council in accordance with the terms of this deed for the provision of additional primary school places at St Bartholomew's Church of England Primary School or any subsequent name or designation by which it is known.

Property: the land at Spring Mill, Whitworth as shown edged red on Plan 1 which is registered at HM Land Registry under Title Numbers LA479195, LAN46942, LAN100145 and LAN108860 shown for illustrative purposes edged red on the Plan.

TCPA 1990: Town and Country Planning Act 1990.

Working Day: a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business.

1.2 Clause headings shall not affect the interpretation of this deed.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council and the County Council the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include e-mail.
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and plans are to the clauses and plans of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 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.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990.

2.2 The obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owners and the Developer with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

2.3 Other than clause 14, which shall take effect on the date hereof, this deed shall come into effect on the date of grant of the Planning Permission.

2.4 The obligations contained in this deed are enforceable by the Council and/or the County Council (as applicable) in accordance with section 106 of the TCPA 1990.

2.5 Insofar as any of the covenants contained in this deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council or the County Council against the Owners and the Developer.

2.6 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant regulations thereunder are satisfied.

3. COVENANTS WITH THE COUNTY COUNCIL

The Owners and the Developer covenant with the County Council to observe and perform the obligations as set out in the First Schedule.

4. GENERAL

4.1 The obligations on the part of the Owners and Developer contained in this deed are not intended to be and shall not be binding on:-

4.1.1 Owner/occupiers of individual completed Dwellings on the Property from time to time or their lenders and successors in title; and

4.1.2 Statutory service providers that own service sites such as but not limited to pumping stations and substations on the Property

5. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development (as defined by section 56 of the TCPA 1990);
- (b) is varied or revoked other than at the request of the Owners or the Developer or by non-material amendment.
- (c) is quashed following a successful legal challenge.

7. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

8. INTEREST

If the Primary Education Contribution has not been paid to the County Council on the dates specified in the First Schedule, the Owners and Developer shall pay interest on the part of the Primary Education Contribution that has not been paid for the period from the due date to and including the date of payment at the Default Interest Rate.

9. OWNERSHIP

9.1 The Owners warrant that no person other than the Owners and the Developer have any legal or equitable interest in the Property.

10. NOTICES

10.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

- (a) Council: Rossendale Borough Council, The Business Centre, Futures Park, Bacup, OL13 0BB
- (b) Developer: Gleeson Regeneration Ltd of 5 Europa Court, Sheffield Business Park, Sheffield, South Yorkshire, S9 1XE
- (c) First Owner: The Trustees of the Tomkinson Yearsley Pension Fund of Leatherhead House, Station Road, Leatherhead, Surrey
- (d) Second Owner: The Trustees of the Harry Yearsley B Self Administered Pension Fund of Leatherhead House, Station Road, Leatherhead, Surrey
- (e) Third Owner: Fairmount Trustee Services Ltd of Leatherhead House, Station Road, Leatherhead, Surrey, KT22 7FG
- (f) Fourth Owner: Trustees of the Harry Yearsley Self Administered Pension Fund of Leatherhead House, Station Road, Leatherhead, Surrey
- (g) Lancashire County Council: PO Box 78 County Hall, Fishergate, Preston, Lancashire PR1 8XJ

or as otherwise specified by the relevant person by notice in writing to each other person.

- 10.2 Any notice or other communication shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11. THIRD PARTY RIGHTS

No person other than a party to this deed, and their respective successors and permitted assigns, and the Council and the successors to its respective statutory functions shall have any rights to enforce any term of this deed.

12. SEVERANCE

- 12.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

12.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

13. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. LEGAL COSTS

14.1 The Developer agrees to pay to the Council on the date hereof the sum of £1000 (one thousand pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this deed.

14.2 *The Developer agrees to pay to the County Council on the date hereof the sum of £450 (four hundred & fifty pounds) as a contribution towards the legal costs incurred by the County Council in the negotiation preparation & execution of this deed.*

15. NOTICE OF CHANGE IN OWNERSHIP

The Owners and the Developer agree with the Council that until all obligations under this deed have been discharged to give the Council notice of any change in ownership of any of their legal interests in the Property and the creation of any new legal interests by them on the Property within 14 calendar days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Property or relevant unit of occupation by reference to a plan.

16. INDEXATION

Any sum referred to in the First Schedule shall be increased by the Education Indexation from the date hereof until the date on which such sum is payable.

17. DISPUTES

- 17.1 Unless and to the extent not specified otherwise in this deed any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 17.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 17.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.
- 17.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 17.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.
- 17.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 17.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 17.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 17.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.

17.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.

17.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 17.1 to 17.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.

18. LIMITATION OF LIABILITY

The liability of Brian Tomkinson, John Leonard Yearsley, Louise Russell, Jane Elizabeth Wilkinson, John William Yearsley, John Carl Baker, Harry Edwin Yearsley, Philip John Whitworth and Fairmount Trustee Services Limited hereunder shall not be personal but shall be limited to the extent of the assets of the Tomkinson Yearsley Pension Fund, the Harry Yearsley B Self Administered Pension Fund and the Harry Yearsley Self Administered Pension Fund in their respective possession or control.

19. COUNTERPARTS

19.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

FIRST SCHEDULE

The Owners and Developer covenant with the County Council to observe and perform the following obligations:-

1. **Education Contribution**
 - 1.1 To pay 50% of the Primary Education Contribution (adjusted by Education Indexation) to the County Council prior to the Occupation of the 50th Dwelling to be Occupied on the Property.
 - 1.2 To pay the balance of the Primary Education Contribution (adjusted by Education Indexation) to the County Council prior to the Occupation of the 105th Dwelling to be occupied on the Property.

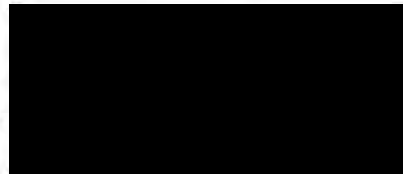
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a DEED on behalf of)
GLEESON REGENERATION LIMITED by)
in the presence of:

Director

Signature of witness _____
Name (in block capitals) _____
Address _____

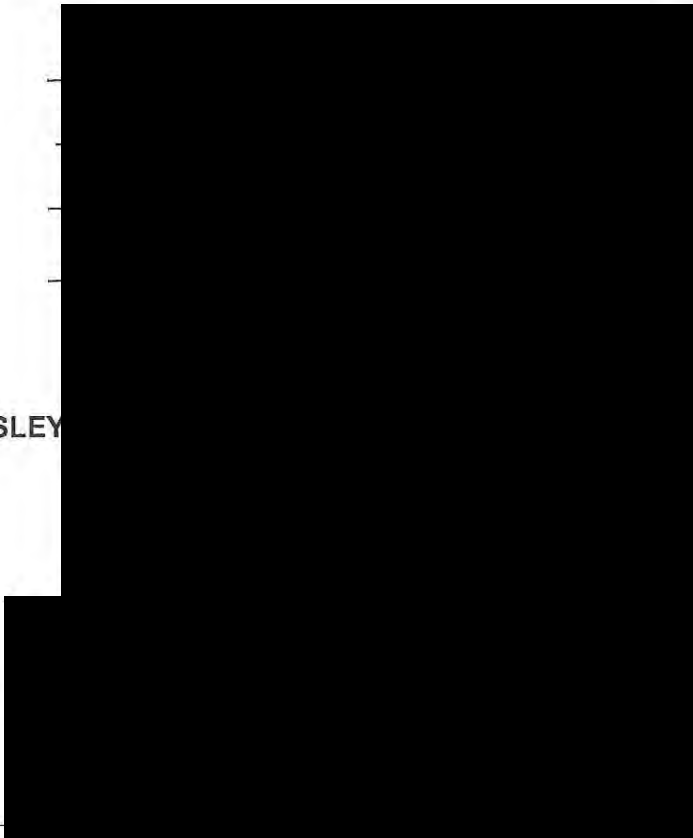
SIGNED as a DEED by)
BRIAN TOMKINSON)
in the presence of:



Signature of witness _____
Name (in block capitals) _____
Address _____

SIGNED as a DEED by)
JOHN LEONARD YEARSLEY)
in the presence of:

Signature of witness _____
Name (in block capitals) _____
Address _____



SIGNED as a DEED by)
LOUISE RUSSELL)
in the presence of:

Signature of witness _____
Name (in block capitals) _____
Address _____

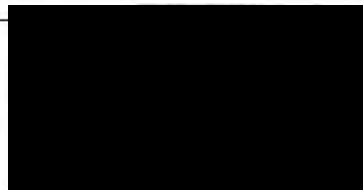
SIGNED as a DEED by)
JANE ELIZABETH WILKINSON)
in the presence of:

Signature of witness _____
Name (in block capitals) _____
Address _____

SIGNED as a DEED by)
JOHN WILLIAM YEARSLEY)
in the presence of:

Signature of witness _____
Name (in block capitals) _____
Address _____

SIGNED as a DEED by)
JOHN CARL BAKER)
in the presence of:



Signature of witness

Name (in block capitals)

Address



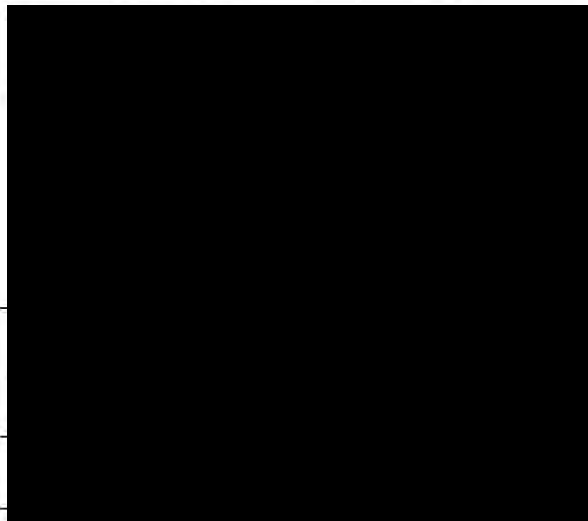
SIGNED as a DEED by)
HARRY EDWIN YEARSLEY)
in the presence of:

Signature of witness

Name (in block capitals)

Address

SIGNED as a DEED by
PHILIP JOHN WHITWORTH
in the presence of:



Signature of witness

Name (in block capitals)

Address

SIGNED as a DEED on behalf of)
FAIRMOUNT TRUSTEES LIMITED by)
in the presence of:

Director

Signature of witness

Name (in block capitals)

Address

The common seal of **ROSSENDALE**)
BOROUGH COUNCIL)
was affixed to this deed in the presence of)

.....
Authorised Officer

The common seal of **LANCASHIRE**)
COUNTY COUNCIL)
was affixed to this deed in the presence of)

.....
Authorised Officer

Annex A: Plan

Revision

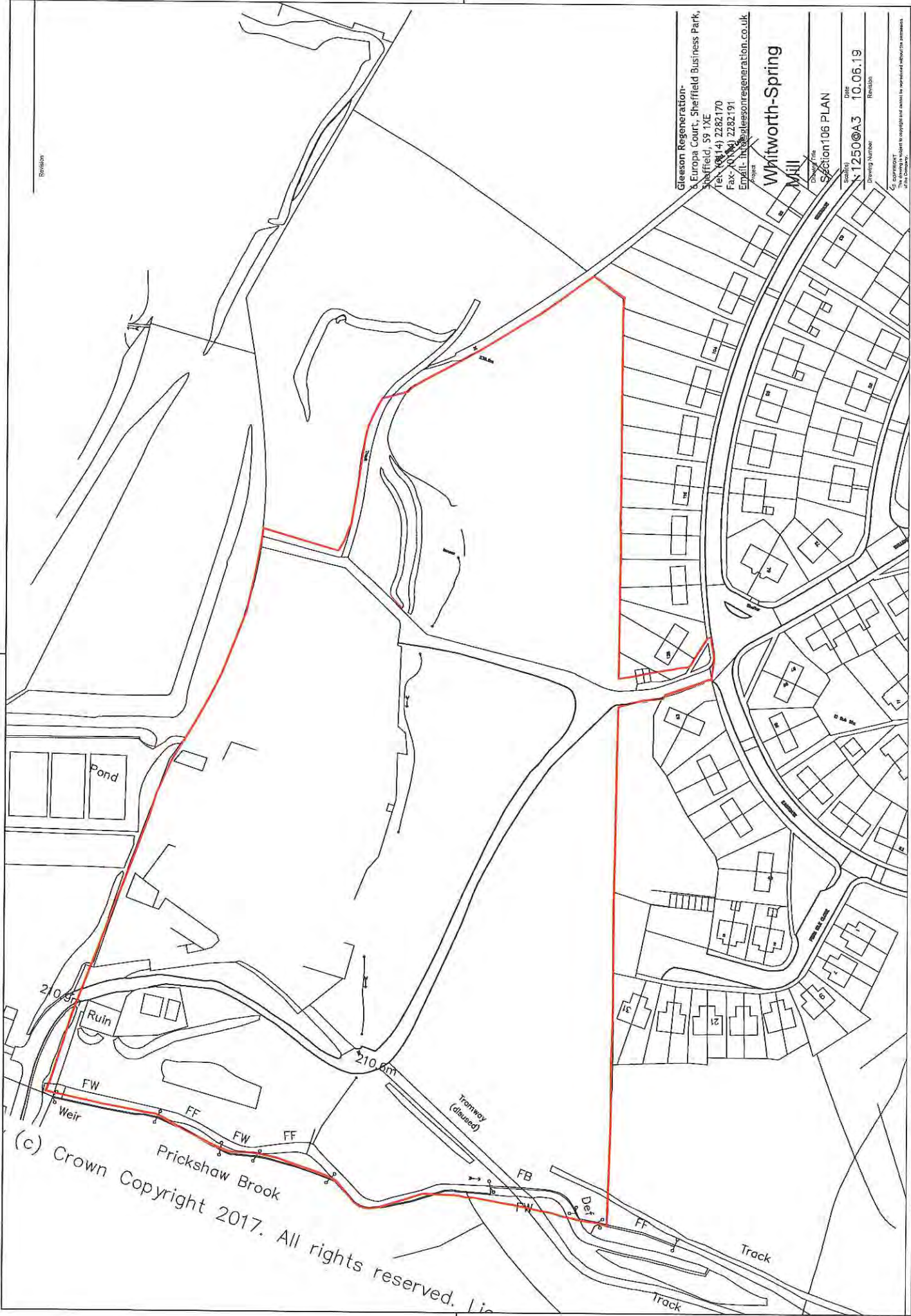
Gleeson Regeneration-
Europa Court, Sheffield Business Park,
Sheffield, S9 1XE
Tel: (0114) 2282170
Fax: (0114) 2282191
Email: info@gleesonregeneration.co.uk

Whitworth-Spring
Mill

Section 106 PLAN

Date: 10.06.19
Drawing Number: S.1250@A3

© copyright reserved to copyright holder unless otherwise indicated in the document.



(c) Crown Copyright 2017. All rights reserved. Lic

Dated 26 September 2019

PLANNING OBLIGATION BY WAY OF AGREEMENT UNDER SECTION 106 OF
THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND AT FORMER
SPRING MILL, WHITWORTH

BETWEEN

GLEESON REGENERATION LIMITED

AND

BRIAN TOMKINSON, JOHN LEONARD YEARSLEY, LOUISE RUSSELL, JANE
ELIZABETH WILKINSON AND JOHN WILLIAM YEARSLEY as TRUSTEES
OF THE TOMKINSON YEARSLEY PENSION FUND

AND

JOHN CARL BAKER, HARRY EDWIN YEARSLEY, PHILIP JOHN
WHITWORTH as THE TRUSTEES OF THE HARRY YEARSLEY B SELF
ADMINISTERED PENSION FUND

AND

FAIRMOUNT TRUSTEE SERVICES LTD

AND

JOHN LEONARD YEARSLEY AND FAIRMOUNT TRUSTEE SERVICES LIMITED
as TRUSTEES OF THE HARRY YEARSLEY SELF ADMINISTERED
PENSION FUND

AND

ROSSENDALE BOROUGH COUNCIL

AND

LANCASHIRE COUNTY COUNCIL

- (B) The First Owner, Second Owner and Third Owner are the freehold owners of that part of the Property which is registered with the Land Registry under Title Numbers LAN46942 and LAN100145.
- (C) The Second Owner and Fourth Owner are the freehold owners of that part of the Property which is registered with the Land Registry under Title Number LA479195.
- (D) The Developer is the freehold owner of that part of the Property which is registered with the Land Registry under Title Number LAN108860.
- (E) The Developer has an interest in the parts of the Property owned by the First to Fourth Owners (inclusive) pursuant to a contract for sale dated 23 April 2018 as varied by an agreement dated 2019 each between (1) the First to Fourth Owners (inclusive) (2) the Developer.
- (F) The Developer has submitted the Planning Application to the Council for Planning Permission to develop the Property which was validated by the Council on 30th August 2018.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this deed:

The 1990 Act: means the Town & Country Planning Act 1990 (as amended)

Base Rate: the base lending rate from time to time of the Bank of England.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property described in the Planning Application.

Dwellings: means the residential units that may be built on the Property as part of the Development and reference to “**Dwelling**” shall be construed accordingly.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council and the County Council the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include e-mail.
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and plans are to the clauses and plans of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 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.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

4.1.2 Statutory service providers that own service sites such as but not limited to pumping stations and substations on the Property

5. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development (as defined by section 56 of the TCPA 1990);
- (b) is varied or revoked other than at the request of the Owners or the Developer or by non-material amendment.
- (c) is quashed following a successful legal challenge.

7. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

8. INTEREST

If the Primary Education Contribution has not been paid to the County Council on the dates specified in the First Schedule, the Owners and Developer shall pay interest on the part of the Primary Education Contribution that has not been paid for the period from the due date to and including the date of payment at the Default Interest Rate.

9. OWNERSHIP

9.1 The Owners warrant that no person other than the Owners and the Developer have any legal or equitable interest in the Property.

10. NOTICES

10.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

12.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

13. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. LEGAL COSTS

14.1 The Developer agrees to pay to the Council on the date hereof the sum of £1000 (one thousand pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this deed.

14.2 The Developer agrees to pay to the County Council on the date hereof the sum of £450 (four hundred & fifty pounds) as

15. **NOTICE OF CHANGE IN OWNERSHIP** a contribution towards the reasonable legal costs incurred by the County Council in the negotiation, preparation &

The Owners and the Developer agree with the Council that until all obligations execution of this deed under this deed have been discharged to give the Council notice of any change of this deed in ownership of any of their legal interests in the Property and the creation of any new legal interests by them on the Property within 14 calendar days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Property or relevant unit of occupation by reference to a plan.

16. INDEXATION

Any sum referred to in the First Schedule shall be increased by the Education Indexation from the date hereof until the date on which such sum is payable.

17.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.

17.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 17.1 to 17.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.

18. LIMITATION OF LIABILITY

The liability of Brian Tomkinson, John Leonard Yearsley, Louise Russell, Jane Elizabeth Wilkinson, John William Yearsley, John Carl Baker, Harry Edwin Yearsley, Philip John Whitworth and Fairmount Trustee Services Limited hereunder shall not be personal but shall be limited to the extent of the assets of the Tomkinson Yearsley Pension Fund, the Harry Yearsley B Self Administered Pension Fund and the Harry Yearsley Self Administered Pension Fund in their respective possession or control.

19. COUNTERPARTS

19.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a DEED on behalf of)
GLEESON REGENERATION LIMITED by)
in the presence of:

Director

Signature of witness _____
Name (in block capitals) _____
Address _____

SIGNED as a DEED by)
BRIAN TOMKINSON)
in the presence of:

Signature of witness _____
Name (in block capitals) _____
Address _____

SIGNED as a DEED by)
JOHN LEONARD YEARSLEY)
in the presence of:

Signature of witness _____
Name (in block capitals) _____
Address _____

Signature of witness _____

Name (in block capitals) _____

Address _____

SIGNED as a DEED by)
HARRY EDWIN YEARSLEY)
in the presence of:

Signature of witness _____

Name (in block capitals) _____

Address _____

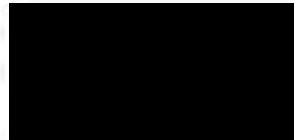
SIGNED as a DEED by)
PHILIP JOHN WHITWORTH)
in the presence of:

Signature of witness _____

Name (in block capitals) _____

Address _____

SIGNED as a DEED on behalf of)
FAIRMOUNT TRUSTEES LIMITED by)
in the presence of:

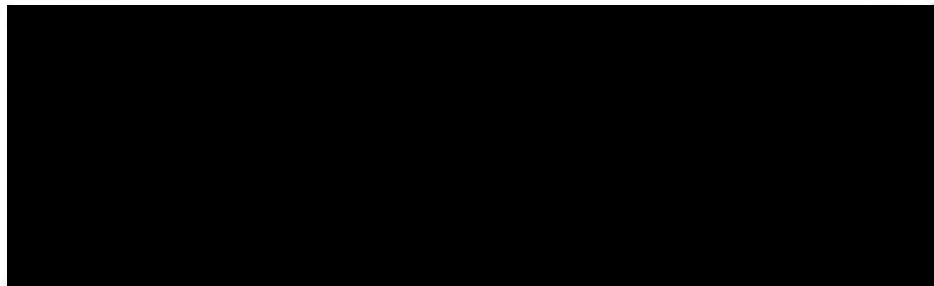


Director

Signature of witness

Name (in block capitals)

Address



Annex A: Plan

Revision

Gleeson Regeneration-
& Europa Court, Sheffield Business Park,
Sheffield, S9 1XE
Tel: (0114) 2282170
Fax: (0114) 2282191
Email: info@gleesonregeneration.co.uk

Project
Whitworth-Spring

Drawings
Section 108 PLAN

Date
N 1250@A3 10.06.19

Drawing Number
Station

© copyright reserved and cannot be reproduced without the permission of the Company.



(c) Crown Copyright 2017. All rights reserved. Lic

RESOLUTION
of the Trustees
of the Harry Yearsley B Self Administered Pension Fund

The Trustees of the Harry Yearsley B Self Administered Pension Fund hereby resolve:

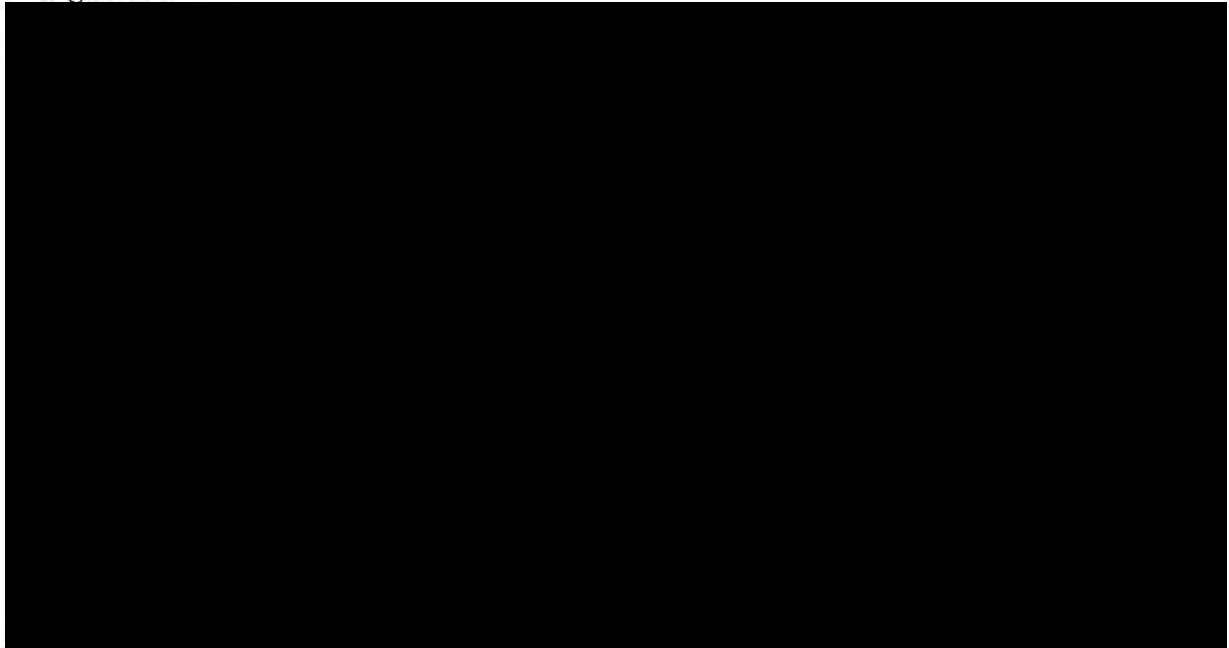
1. Trustee decisions in relation to the pension scheme will continue to be taken unanimously but the trustees wish to put in place administrative arrangements to assist the smooth running of the scheme.

2. It is therefore hereby resolved that with immediate effect:

After consultation by the most appropriate means with all the trustees, any two of the trustees Jonathan Carl Baker, Harry Edwin Yearsley, Philip John Whitworth are authorised to sign any documents necessary to effect the decisions of the trustees.

Jonathan Carl Baker, Harry Edwin Yearsley and Philip John Whitworth undertake to consult with all the trustees prior to the signing of any such documentation and to ensure that Fairmount Trustee Services Limited have approved the documentation prior to signature.

Signature:



Fairmount Trustee Services Limited

Date: 4TH JANUARY 2008

RESOLUTION

of the Trustees of The Tomkinson Yearsley Pension Scheme

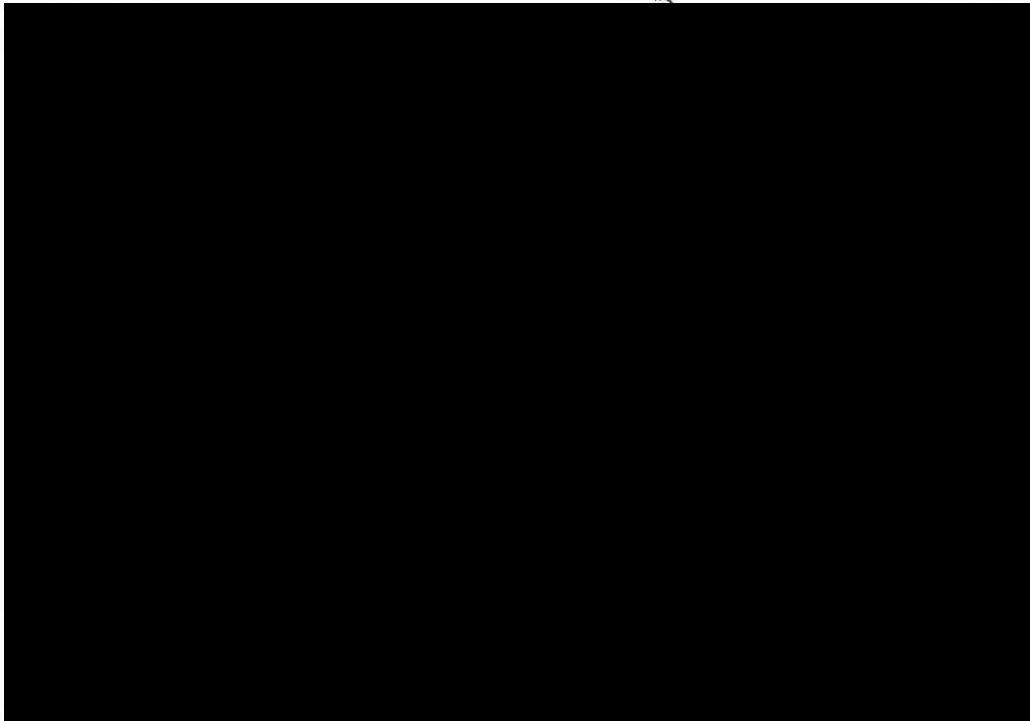
The Trustees of the Tomkinson Yearsley Pension Scheme hereby resolve:

1. Trustees' decisions in relation to the Pension Scheme will continue to be taken unanimously but the trustees wish to put in place administrative arrangements to assist the smooth running of the Scheme.
2. It is therefore resolved that with immediate effect:

After consultation by the most appropriate means with all the trustees, any two of the trustees are authorised to sign any documents necessary to effect the decisions of the trustees.

The trustees signing the documents undertake to consult with all the trustees prior to signing of any such documentation and to ensure that Fairmount Trustee Services Limited have approved the documentation prior to signature.

Signatures:



Andrew Robert Tomkinson

Fairmount Trustee Services Limited

Date: 5.01.2013

RESOLUTION

of the Trustees of The Tomkinson Yearsley Pension Scheme

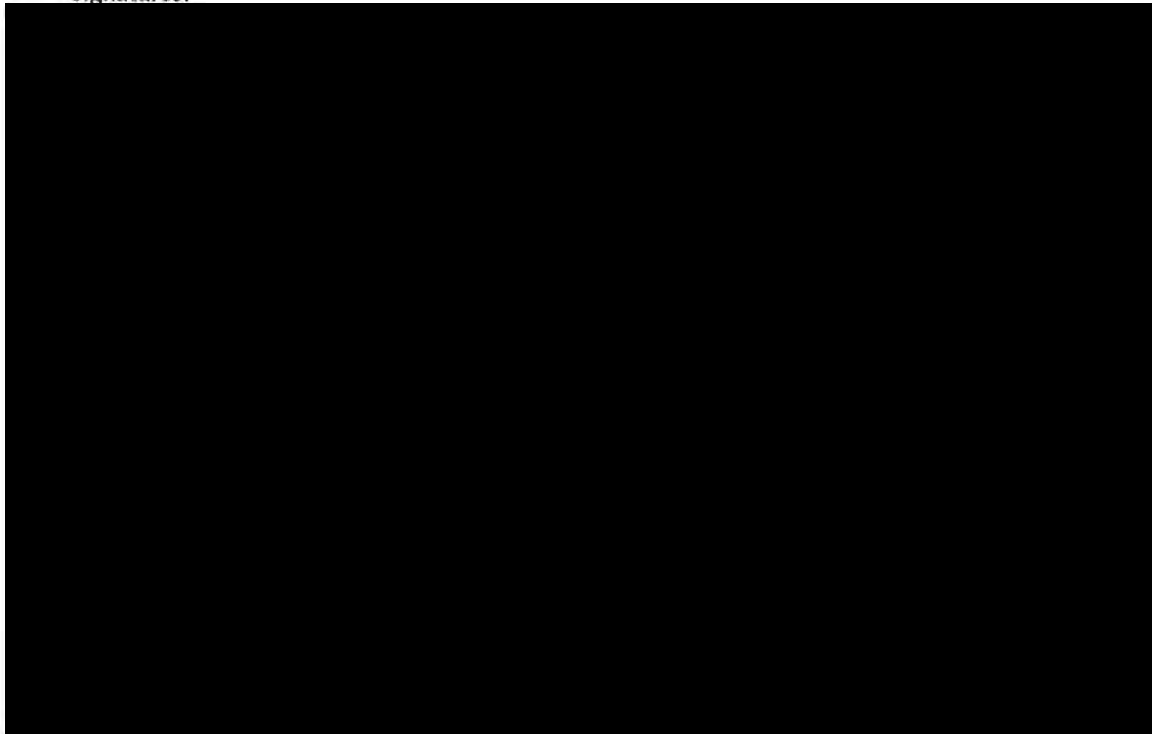
The Trustees of the Tomkinson Yearsley Pension Scheme hereby resolve:

1. Trustees' decisions in relation to the Pension Scheme will continue to be taken unanimously but the trustees wish to put in place administrative arrangements to assist the smooth running of the Scheme.
2. It is therefore resolved that with immediate effect:

After consultation by the most appropriate means with all the trustees, any two of the trustees are authorised to sign any documents necessary to effect the decisions of the trustees.

The trustees signing the documents undertake to consult with all the trustees prior to signing of any such documentation and to ensure that Fairmount Trustee Services Limited have approved the documentation prior to signature.

Signatures:



Andrew Robert Tomkinson

Fairmount Trustee Services Limited

Date: 5.01.2013