

Dated

11 August

2025

(1) BABERGH DISTRICT COUNCIL

(2) SUFFOLK COUNTY COUNCIL

(3) HAYLINK LIMITED

(4) PROPERTY LENDING LLP

Pursuant to Section 106 Town and Country Planning Act 1990
Land at HMS Ganges

Application Reference DC/23/04109

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THIS AGREEMENT is dated

11 August

2025

BETWEEN:

- (1) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX ("the District Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("the County Council")
- (3) **HAYLINK LIMITED** (Company Registration Number 03692725) whose registered office is at 3rd Floor, Sterling House, Langston House, Laughton, Essex, IG10 3TS ("**Haylink**")
- (4) **PROPERTY LENDING LLP** (Company Registration Number OC376724) whose registered office is at 6th Floor, 338 Euston Road, London, NW1 3BG (the "**Chargee**")

WHEREAS:

- (A) The District Council is the Local Planning Authority for the purposes of the 1990 Act (as defined herein) for the area within which the Application Site (as defined herein) is located and is the relevant Local Planning Authority by whom all of the planning obligations contained in this Agreement are enforceable.
- (B) The County Council is the Local Education Authority and the Local Highway Authority (except for trunk roads) for the County of Suffolk and is also a Local Planning Authority by whom the planning obligations in this Agreement that relate to education and highway matters are enforceable.
- (C) Haylink is the proprietor of the freehold title absolute of the Application Site which forms the majority of the Wider Site upon which the Development is to be undertaken and to which title is registered at the Land Registry with the Title Number SK222108.
- (D) The Chargee has a charge over the Application Site dated 22 July 2022.
- (E) Haylink submitted the Planning Application (as defined herein) to the District Council on 1 September 2023 and the said Planning Application was validated by the District Council on 13 September 2023. The Planning Application was put before the Members of the District Council's Development Committee on 30 April 2025 and the Development Committee resolved to grant the Planning Permission (as defined herein) PROVIDED THAT Haylink first enters into this Agreement and covenants in the manner hereinafter appearing.
- (F) The planning obligations set out in this Agreement have been entered into by Haylink to comply with planning policy and to thereto make the proposed development acceptable.
- (G) The District Council the County Council and Haylink are satisfied that the planning obligations contained in this Agreement accord with Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that they:
 - (a) are necessary to make the Development (as defined herein) acceptable in planning terms;
 - (b) are directly related to the Development;
 - (c) fairly and reasonably relate in scale and kind to the Development.

NOW THIS AGREEMENT WITNESSETH as follows:

1. **DEFINITIONS**

1.1 In this Agreement where the context so admits the following words and expressions shall have the following meanings (unless otherwise agreed in writing between the District Council and the Developer in the District Council's absolute discretion):

- "1972 Act"** means the Local Government Act 1972.
- "1990 Act"** means the Town and Country Planning Act 1990, as amended.
- "Affordable Housing"** means affordable housing as defined in Annex 2 (Glossary) of the National Planning Policy Framework provided to eligible households whose needs are not met by the market and where eligibility is determined with regard to local incomes and local house prices.
- "Affordable Housing Contribution Purposes"** means the use of the Contribution for Affordable Housing towards Affordable Housing anywhere within the administrative district of the District Council.
- "Application Site"** means the land at the former HMS Ganges site, Shotley Gate, Shotley, Suffolk shown edged red on the Application Site Plan which forms part of the Wider Site upon which the Development is to be carried out and which is bound by the terms of this Deed.
- "Application Site Plan"** means the plan annexed hereto at Schedule 2.
- "BCIS Index"** means the all In Tender Price Index published by the Building Cost Information Service or any successor organisation
- "BCIS Index Linked"** means index linked as set out in clause 2.11 in accordance with the all In Tender Price Index published by the Building Cost Information Service or any successor organisation.
- "Commencement of the Development"** means implementation of the Development by the carrying out of a material operation within the meaning of Section 56 of the 1990 Act save for the following:
- (a) site investigations or surveys (including archaeological works);
 - (b) site decontamination or other remedial works in respect of adverse ground conditions;
 - (c) erection of any temporary means of enclosure;

- (d) construction of access for the purposes of carrying out the construction works;
- (e) the clearance or re-grading of the Application Site; or
- (f) works for the provision of drainage or other utility services to prepare the Application Site for development;
- (g) the temporary display of site notices or advertisements

and **Commence, Commenced** and **Commencement** shall be construed accordingly.

“Completion of Development”

the date the last Residential Dwelling is first Occupied

“Contribution for Affordable Housing“

means the sum of Three Million Two Hundred and Thirty Two Thousand Nine Hundred and Seventy Seven Pounds (£3,232,977.00) BCIS Index Linked payable to the District Council to be used towards the Affordable Housing Contribution Purposes BUT for the avoidance of any doubt the Contribution for Affordable Housing is a Deferred Payment.

“Contribution for Bus Services“

means the sum of One Million Five Hundred and Fifty Eight Thousand Pounds (£1,558,000.00) BCIS Index Linked payable to the County Council for the improvement of the service on bus routes 98 and 202 or their successor services serving the Development BUT for the avoidance of any doubt the Contribution for Bus Services is a Deferred Payment.

“Contribution for Bus Stop Improvements“

means the sum of Thirty Thousand Pounds (£30,000) BCIS Index Linked payable to the County Council to be used towards providing and/or improving bus stop service infrastructure improvements serving the Development or to be used for the Shotley Peninsular Cycle Path together with the Contribution for the Shotley Community Cycle Path BUT for the avoidance of any doubt the Contribution for Bus Services is a Deferred Payment..

“Contribution for Buzzabout Service“

means the sum of Three Hundred and Thirty Seven Thousand pounds (£337,000.00) BCIS Index Linked payable to the County Council to be used towards providing and/or improving the local bus service in the

vicinity of the Wider Site BUT for the avoidance of any doubt the Contribution for Buzzabout Service is a Deferred Payment.

"Contribution for Early Years Education"

means the sum of One Hundred and Twenty One Thousand Eight Hundred and Twenty Pounds (£121,820.00) BCIS Index Linked payable to the County Council to be spent on new or improved early years educational facilities in the locality of Shotley serving the Development BUT for the avoidance of any doubt the Contribution for Early Years Education is a Deferred Payment.

"Contribution for Education"

means the sum of Four Hundred and Thirty Seven Thousand Pounds (£437,000.00) BCIS Index Linked payable to the County Council to be used towards providing and/or improving educational facilities (but not early years educational facilities) at Shotley Primary School.

"Contribution for Healthcare"

means the sum of Eighty Three Thousand Nine Hundred and Eighty Pounds (£83,980.00) BCIS Index Linked payable to the District Council to be used towards providing and/or improving healthcare at the Shotley and Holbrook Practice BUT for the avoidance of any doubt the Contribution for Healthcare is a Deferred Payment.

"Contribution for Libraries"

means the sum of Seventy Four Thousand Five Hundred and Twenty Pounds (£74,520.00) BCIS Index Linked payable to the County Council to be used for the improvement of facilities at Chantry Library Ipswich BUT for the avoidance of any doubt the Contribution for Libraries is a Deferred Payment.

"Contribution for Off-site Highway Works"

means the sum of One Hundred and Twenty Three Thousand Five Hundred Pounds (£123,500.00) BCIS Index Linked payable to the County Council to be used towards the Off-site Highway Works.

"Contribution for Protected Birdlife Mitigation"

means the sum of Twenty Thousand Pounds (£20,000.00) BCIS Index Linked payable to the District Council to be used towards providing and/or improving information to and participation by the community within the Parish of Shotley in connection with the protection of Birds within the Stour and Orwell Estuaries Special Protection Area.

**"Contribution for
RAMS"**

means the sum of Two Thousand Five Hundred and Sixty Pounds and Eighty Six Pence (£2,560.86) BCIS Index Linked payable to the District Council to be used towards Stour and Orwell Estuaries Special Protection Area.

**"Contribution for Real Time
Passenger Information"**

means the sum of Sixty Thousand Pounds (£60,000.00) BCIS Index Linked payable to the County Council to be used for providing and/or improving real time passenger information south of Wherstead or shall be used for the Shotley Peninsular Cycle Path together with the Contribution for the Shotley Community Cycle Path BUT for the avoidance of any doubt the Contribution for Real Time Passenger Information is a Deferred Payment.

**"Contribution for the Shotley
Community Cycle Path"**

means the sum of Two Hundred and Seventy Five Thousand Pounds (£275,000.00) BCIS Index Linked payable to the County Council to be used towards providing and/or improving the Shotley Peninsula Cycle Path between Shotley Gate and Shotley Street.

**"Contribution for the Shotley
Community Cycle Path Extension"**

means the sum of Six Hundred and Sixty Thousand Pounds (£660,000.00) BCIS Index Linked payable to the County Council to be used to facilitate an extension or improvement to existing cycling facilities between Shotley and Chelmondiston or any other public transportation purpose agreed with the Developer BUT for the avoidance of any doubt the Contribution for the Shotley Community Cycle Path Extension is a Deferred Payment.

"Contribution Purposes"

means the use by the District Council or the County Council (as appropriate) of a contribution paid to the District Council or the County Council (as appropriate) for the purpose for which it was paid.

"Current Use Value"

means the current use value of the Wider Site which was established by carrying out a Red Book Valuation and agreed as £7,300,000.00 (Seven Million Three Hundred Thousand Pounds only) on 30 December 2019.

"Deferred Payments"

means the Contribution for Affordable Housing; the Contribution for Early Years Education; the

Contribution for Shotley Community Cycle Path Extension; the Contribution for Buzzabout Service; the Contribution for Libraries; the Contribution for Bus Services; the Contribution for Healthcare; the Contribution for Bus Stop Improvements; and the Contribution for Real Time Passenger Information (each a "Deferred Payment"),

"Deferred Payments Order"

means in the following order of priority for payment (if such payments are payable pursuant to the provisions of this Agreement):

- (a) the Contribution for Affordable Housing;
- (b) the Contribution for Early Years Education;
- (c) the Contribution for Shotley Community Cycle Path Extension;
- (d) the Contribution for Buzzabout Service;
- (e) the Contribution for Libraries;
- (a) the Contribution for Bus Services
- (b) the Contribution for Healthcare;
- (c) the Contribution for Bus Stop Improvements;
- (d) the Contribution for Real Time Passenger Information,

which may be payable under the viability review provisions at clauses 5.6 to 5.12 herein PROVIDED THAT any payments towards the Contribution for Bus Services shall be conditional on the County Council confirming at the time of payment that the said Contribution for Bus Services is in part or in whole necessary to make the Development acceptable.

"Developer"

means Haylink and from the date of this Agreement the term "Developer" shall mean Haylink (including any change in company name but which company retains the company registration number 03692725) and/or any successor in title to the Application Site or part thereof.

"Development"

means the development described in the Planning Application and permitted by the Planning Permission.

"Gross Profit"

means the gross profit calculated in accordance with the Viability Assessment calculation set out in Schedule 1.

"Notice of Occupation"

means notice in writing that advises the District Council and the County Council on the relevant number of Occupations that have taken place as required by clause 5.13 herein.

"Occupation"

means occupation for the purposes permitted by the Planning Permission other than occupation for the construction of the Development and shall not include day time occupation by workmen involved in the construction of the Development or in so far as such uses are ancillary to the construction of the Development the use of finished buildings for sales purposes for use as temporary offices or for the storage of plant and materials and the phrases "Occupy" and "Occupied" and "Occupiers" shall be construed accordingly.

"Off-site Highway Works"

means any of the following purposes:

- (a) Widening of the entry lanes at the roundabout on the Wherstead A137/B1456 junction
- (b) Improvements to the Freston Junction (B1456/B1080)
- (c) Highway works to reduce vehicle speeds on the B1456 road through the villages of Woolverstone, Chelmondiston and Shotley Gate
- (d) Consultations with Parish Councils on the best way to achieve the speed reductions cited above

"Planning Application"

means the planning application made pursuant to s.73 of the 1990 Act (along with supporting drawings, plans, specifications and statements) which the District Council has registered with the application reference DC/23/04109 to vary the approval plans and provide for full planning permission for the full and partial demolition of buildings associated with the redevelopment of the site for uses including: dwellings; Class C2 specialist older persons accommodation; Class E uses (flexible use within Class E such as retail, café, office, gym, clinic, indoor recreation); Class C1 (hotel, boarding and guest houses); Class F.1 (museum, library, exhibition halls); Class F.2 (community use); the use of Nelson Hall to include Class E uses (including co-working, café and indoor recreation), Class F.2 (community use) and Class F.1

(museum); together with parking and landscaping to form parks and landscaped gardens together with associated further landscaping and lighting (as amended).

"Planning Permission"

means the planning permission (with conditions) granted by the District Council in accordance with the Planning Application.

"Profit Share Adjustment"

means the split of the Gross Profit (less Developer Profit) between the District Council and Developer 80% and 20% respectively and the sum to be deducted from the Gross Profit (less Developer Profit) in the calculation of the Surplus Profit shall therefore be 20%.

"Red Book Valuation"

means a valuation of the Current Use Value carried out by a suitably qualified valuer in accordance with the RICS Red Book Valuation Standards or such other standards provided by the RICS.

"Receipted Payments"

means the sums of (1) £29,575.29 paid to the District Council on 1 August 2023 as the Contribution for Protected Birdlife Mitigation (2) £135,966.56 (after indexation) paid to the County Council on 28 May 2020 as a partial payment of the Contribution for Education (3) £85,296.30 (after indexation) paid to the County Council in December 2024 as a partial payment of the Contribution for the Shotley Community Cycle Path (4) £72,592.59 (after indexation) paid to the County Council in December 2024 as a partial payment of the Contribution for Off-site Highways Works and (5) £14,787.14 (after indexation) paid to the County Council on 18 July 2023 in respect of Travel Plan Monitoring and further referred to in clause 9.11 of this Deed all of which were paid prior to the date of this Deed but are acknowledged to have been paid for the purposes of this Deed by Haylink prior to the date of this Deed to the District Council and/or the County Council all of which are acknowledged to have been paid for the purposes of this Deed and "Receipted Payment" shall be construed accordingly.

"Residential Dwellings"

means the residential dwellings permitted by the Planning Permission.

"Surplus Profit"

means the surplus profit calculated in the Viability Assessment and in accordance with the Profit Share Adjustment.

"Travel Plan"	means the travel plan to be conditioned as part of the Planning Permission.
"Travel Plan Bond"	means the sum of One Hundred and Forty-Thousand Four Hundred and Eighty-Two Pounds (£140,482) secured by way of a bond dated 13 November 2023
"Viability Assessment"	means an assessment of the viability of the Development which is in accordance with the form of assessment attached at Schedule 1.
"Wider Site"	means the land that includes the Application Site as shown edged red on plan at Schedule 3.
"Working Days"	Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

1.2 Where the context so requires:

- (a) A reference in this Agreement to an Act of Parliament or any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same.
- (b) Words importing any gender include any other gender and vice versa. Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- (c) Any headings or side notes are for ease of reference only and shall not affect the construction of this Agreement.
- (d) Any approval in writing means either approval of details or other written approval of the District Council or County Council or deemed approval under clause 2.12.

2. INTERPRETATION AND LEGAL EFFECT

2.1 This Agreement is made pursuant to Section 106 of the 1990 Act and the covenants contained herein are planning obligations for the purposes of Section 106 of the 1990 Act in respect of which:

- (a) The Developer is the owner of the freehold title to the Application Site and the said Application Site is otherwise free from any third party interests and encumbrances other than those described in the aforementioned Title Number SK222108.
- (b) The District Council and the County Council are Local Planning Authorities entitled to enforce the provisions of this Agreement and the covenants contained in this Agreement shall be so enforceable.
- (c) This Agreement is entered into in respect of the Application Site with the intent that it shall bind the Developer's freehold interest in the Application Site.

- (d) This Agreement has been executed as a Deed and shall be registered by the District Council against the Application Site as a Local Land Charge and entered into the planning register maintained by the District Council under the 1990 Act.
- 2.2 This Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and all other powers enabling the parties to enter into such an Agreement and in consideration of the covenants herein contained.
- 2.3 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to its statutory functions.
- 2.4 Nothing in this Agreement is or amounts to or shall be construed as a planning permission or approval.
- 2.5 If the Planning Permission shall expire before the Commencement of the Development or shall at any time be revoked or shall at any time be quashed as a result of legal proceedings this Agreement shall forthwith determine and cease to have effect but without prejudice to any covenants that arise to be performed before any revocation.
- 2.6 Nothing in this Agreement, whether express or implied, shall prejudice or affect the rights powers duties and obligations of the District Council and/or the County Council in the exercise of their respective functions as local authorities and the rights powers duties and obligations of the District Council and/or the County Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Application Site or any part of it and any works executed on it as if this Agreement had not been executed by the District Council or the County Council (as appropriate).
- 2.7 Any approval given by the District Council or County Council under this Agreement or for the purposes of this Agreement shall not be deemed to be an approval for any other purpose whatsoever.
- 2.8 The Developer hereby agrees with the District Council and the County Council that the Application Site will be bound by this Agreement and more particularly covenant to observe and perform the restrictions and obligations contained in this Agreement.
- 2.9 No person shall be liable for any breach of this Agreement when they no longer hold any interest in the Application Site.
- 2.10 An obligation that prohibits the Developer from allowing any or limited occupation of the Development until certain events occur shall also be an obligation on the Developer to positively carry out those certain events by no later than the number of occupations set out therein unless the context otherwise requires.
- 2.11 Every financial contribution payable to the District Council or the County Council under this Agreement (with the exception of legal fees referred to at clause 3.2.2 herein) shall be BCIS Index Linked increased by an amount equivalent to the increase in the index from the date

identified below until the date on which such sum is payable using the application of the formula $A = B \times C/D$ where:

- (a) A is the sum payable under this Deed;
- (b) B is the original sum calculated as the sum payable;
- (c) C is the BCIS Index for the month 2 months before the date of payment; and
- (d) D is the BCIS Index for Q2 2025 (except for the Contribution for Protected Birdlife Mitigation, where C is the BCIS Index for Q4 2014 and the Contribution for RAMS where C is the BCIS Index for Q2 2024);
- (e) C/D is greater than 1.

- 2.12 Where any approval consent or agreement of the District Council or County Council is required the District Council or County Council shall as the case may be send its approval consent or agreement to the Developer within 28 days of the date of receipt of the request from the Developer or shall confirm that amendments are required to make the proposal acceptable and in the absence of the District Council or County Council responding within the 28 days specified it shall be deemed to have approved consented or agreed the proposal save for approval of the Viability Assessment in clause 5.8
- 2.13 FOR THE AVOIDANCE OF DOUBT the Planning Permission once granted under s.73 of the 1990 Act creates a planning permission which is distinct and separate in law to any planning permission previously granted at the site. The District Council and the County Council ACKNOWLEDGE AND DECLARE that in respect of a s.106 agreement dated 18 December 2015 between (1) Babergh District Council (2) Suffolk County Council (3) Haylink Limited (4) Towcrest 2 Limited and (5) Towcrest Limited (the "2015 Deed") the performance triggers in the 2015 Deed relate only to the occupation of residential dwellings permitted by planning permission B/12/00500/FUL BUT FOR THE AVOIDANCE OF DOUBT the District Council and the County Council ACKNOWLEDGE that they can only enforce the provisions of the 2015 Deed against development occurring in accordance with and permitted by planning permission B/12/00500/FUL and from the implementation of the Planning Permission will only enforce the provisions of this Deed against the Development at the Application Site unless or until a future planning obligation supersedes the terms of this Deed.
- 2.14 The covenants, obligations, restrictions and requirements contained in this Deed shall not be enforceable against individual purchasers or lessees of Residential Dwellings constructed on the Application Site pursuant to the Planning Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Residential Dwelling or has entered into a binding contract for such purchase or lease
- 2.15 FOR THE AVOIDANCE OF DOUBT the references in this Deed of "Residential Dwellings" in relation to triggers for payment or compliance with other obligations in this Deed are by reference to the total number of Residential Dwellings provided pursuant to the Planning Permission and the planning permission granted pursuant to reference B/12/00500 dated 18 December 2025.

3. NOTICES AND COSTS

- 3.1 All Notices given or served or required to be given or served under this Agreement shall be given or served as follows:
- 3.1.1 by personal delivery by hand (in which case service is immediately effected);
 - 3.1.2 by first class post (in which case service is effected on the second day after posting).
- 3.2 The Developer shall prior to completion of this Agreement pay:
- 3.2.1 the reasonable and proper legal fees and disbursements of the District Council of in respect of the preparation negotiation execution and completion of this Agreement;
 - 3.2.2 the reasonable and proper legal fees and disbursements in respect of the negotiation execution and completion of this Agreement and the reasonable costs of the County Council incidental to the monitoring of this Agreement in the sum of £3114.
- 3.3 The Developer shall prior to Commencement of the Development pay the reasonable costs of and incidental to the monitoring of this Agreement in the sum of £900 to the District Council.
- 3.4 The address for service of notices:
- 3.4.1 to the District Council shall be at the District Council's address at the head of this Agreement and notices shall be marked for the attention of the District Council's Corporate Manager (Development Management);
 - 3.4.2 to the County Council shall be at the County Council's address at the head of this Agreement and notices shall be marked for the attention of the Executive Director of Growth Highways and Infrastructure;
 - 3.4.3 to the Developer shall be at the address given for Haylink at the head of this Agreement and notices shall be marked for the attention of the Head of Planning Haylink Ltd Sterling House Langston Road, Loughton IG10 3TS.

4. DISPUTES

- 4.1 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement (including any matter to be agreed or approved under this Agreement) and such dispute cannot be resolved between the parties following the expiry of one month's written notice by any party the same may be referred to an expert ("**the Expert**") being an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties hereto or failing agreement at the request and option of any of them to be nominated at their joint expense by on behalf of the President for the time being of the Law Society and the Expert so appointed shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties and whose costs shall be in his award.
- 4.2 The Expert (if appointed) shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical

timescales allowing for the nature and complexity of the dispute and in any event not more than twenty-eight days from the date of his appointment to act.

- 4.3 The Expert (if appointed) shall be required to give notice to each of the said parties to the dispute inviting each of them to submit to him within ten Working Days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further five Working Days in respect of any such submissions and material and his decision shall be given in writing within twenty-eight days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

5. THE DEVELOPER'S COVENANTS

The Developer HEREBY COVENANTS with the District Council and (in respect of matters relating to education, highways and transport) the County Council:

Payments

- 5.1 The Contribution for Protected Birdlife Mitigation is acknowledged to be a Receipted Payment.
- 5.2 Not to Commence the Development until the Contribution for RAMS payment has been made to the District Council.
- 5.3 Not to permit Occupation of more than:
- 5.3.1 50 Residential Dwellings until the second Contribution for Education payment of £110,000.00 BCIS Index Linked has been made to the County Council;
 - 5.3.2 100 Residential Dwellings until the third Contribution for Education payment of £110,000.00 BCIS Index Linked has been made to the County Council;
 - 5.3.3 210 Residential Dwellings until the final Contribution for Education payment of £107,000.00 BCIS Index Linked has been made to the County Council.
- 5.4 Not to permit Occupation of more than:
- 5.4.1 60 Residential Dwellings until the second Contribution for the Shotley Community Cycle Path payment of £58,750.00 BCIS Index Linked has been made to the County Council;
 - 5.4.2 90 Residential Dwellings until the third Contribution for the Shotley Community Cycle Path payment of £78,750.00 BCIS Index Linked has been made to the County Council;
 - 5.4.3 150 Residential Dwellings until the final Contribution for the Shotley Community Cycle Path payment of £78,750.00 BCIS Index Linked has been made to the County Council.
- 5.5 Not to permit Occupation of more than:
- 5.5.1 60 Residential Dwellings until the second Contribution for the Off-site Highway Works of £12,000.00 BCIS Index Linked has been made to the County Council;

5.5.2 90 Residential Dwellings until the third Contribution for the Off-site Highway Works of £45,000.00 BCIS Index Linked has been made to the County Council;

5.5.3 150 Residential Dwellings until the final Contribution for the Off-site Highway Works of £16,500.00 BCIS Index Linked has been made to the County Council.

Viability

5.6 The Developer has carried out a Viability Assessment for the Development and the Developer shall carry out a further Viability Assessment prior to the Occupation of 90% of the Residential Dwellings.

5.7 The Viability Assessment shall be in accordance with the Viability Assessment contained at Schedule 1 which shall utilise the following inputs/default settings (using actual values where known and estimated where not) and additional assumptions set out below:

- developer profit of 20% on gross sales receipts or values ("**Developer Profit**");
- actual sales values for the Development where they are known and estimated values for any future sales having regard to the historic sales values achieved for: (a) the Development; and (b) reasonable comparables from the surrounding area;
- interest costs on finance;
- professional fees;
- marketing fees;
- Current Use Value shall be the Red Book Valuation figure;
- total financial contributions to be paid pursuant to the Section 106 Agreement for the Development;
- actual or forecast build costs (including any abnormal costs);
- Gross Profit after deduction of the Developer Profit shall be divided between the District Council and Developer 80% and 20% respectively which is shown in the Viability Assessment as the Profit Share Adjustment.

5.8 The Viability Assessment shall be submitted to the District Council for analysis and approval by the District Council in consultation with the County Council which analysis may be carried out for the District Council by external consultants at the Developer's cost AND for the avoidance of any doubt no more than 90% of the Residential Dwellings shall be Occupied unless and until the final Viability Assessment ("**Final Viability Assessment**") has been carried out and submitted to and approved in writing by the District Council after consultation with the County Council and giving all due reasonable consideration to the representations of the County Council (such representations not to be unreasonably withheld or delayed).

- 5.9 The figures contained in the Final Viability Assessment shall be verified by or on behalf of the District Council (at the Developer's cost) and the District Council shall either confirm in writing that the Final Viability Assessment complies with the terms of this Agreement within a period of 6 weeks from the date of receipt of the Final Viability Assessment or it shall as soon as is reasonably practicable ask for additional information to verify the figures or enter into discussion with the Developer in order to endeavour to agree the figures no later than 6 weeks from the date of receipt of the Final Viability Assessment. FOR THE AVOIDANCE OF DOUBT where the District Council and the Developer are unable to agree the figures within 6 weeks from the date of receipt of the Final Viability Assessment either party shall be entitled to serve the written notice referred to at clause 4.1 above and seek resolution by an Expert in accordance with clause 4.
- 5.10 In the event that the Final Viability Assessment demonstrates that the Gross Profit less the Developer Profit is a positive value then the Profit Share Adjustment shall be applied to calculate the Surplus Profit.
- 5.11 In the event that there is a Surplus Profit, an amount equivalent to the Contribution for Affordable Housing shall be paid to the District Council within 21 days of the approval of the Final Viability Assessment PROVIDED THAT such payment shall not be required to exceed the amount of the Surplus Profit
- 5.12 If the payment made pursuant to clause 5.11 leaves remaining Surplus Profit such remaining Surplus shall be paid to the District Council or the County Council as appropriate as the Deferred Payments in the Deferred Payment Order within 21 days of approval of the Final Viability Assessment under clause 5.8-5.9 herein used towards the payment of the Deferred Contributions PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Developer to pay to any party any Surplus Profit in excess of the Deferred Payments.

Notices

- 5.13 To serve a Notice of Occupation on the District Council and the County Council not more than five (5) Working Days after:
- 5.13.1 the first (1st) of the Residential Dwellings is Occupied;
 - 5.13.2 the forty-ninth (49th) of the Residential Dwellings is Occupied;
 - 5.13.3 the fifty-ninth (59th) of the Residential Dwellings is Occupied;
 - 5.13.4 the eighty-ninth (89th) of the Residential Dwellings is Occupied;
 - 5.13.5 the ninety-ninth (99th) of the Residential Dwellings is Occupied;
 - 5.13.6 the one-hundred and forty-ninth (149th) of the Residential Dwellings is Occupied;
 - 5.13.7 the two-hundred and ninth (209th) of the Residential Dwellings is Occupied;
 - 5.13.8 90% of the Residential Dwellings on a Phase are Occupied;
 - 5.13.9 90% of the Residential Dwellings are Occupied.

- 5.14 To serve notice on the District Council and the County Council not more than five (5) Working Days after the Commencement of the Development of such Commencement of the Development

Other obligations

- 5.15 To comply with the obligations in Schedule 4.

6. THE CHARGEES COVENANTS

The Chargee hereby consents to the completion of this Agreement and agrees that its interest in the Application Site shall be subject to the provisions of this Agreement PROVIDED that this Agreement shall not be enforceable against the Chargee or any mortgagee or chargee of the whole or any part of the Application Site unless it takes possession of the whole or part of the Application Site in which case it will be bound by the obligations of this Agreement as a person deriving title from Haylink.

7. THE DISTRICT COUNCIL'S COVENANTS

- 7.1 The District Council HEREBY COVENANTS with the Developer that:

- 7.1.1 It will grant the Planning Permission as soon as reasonably practicable after the completion of this Agreement.
- 7.1.2 That at the written request of the Developer at any time after the Developer has complied with or discharged any of the obligations in favour of the District Council under this Agreement the District Council shall as soon as reasonably practicable after receipt of such request issue written confirmation of such compliance or discharge.
- 7.1.3 That it will only use contributions paid to the District Council pursuant to this Agreement towards the Contribution Purposes.
- 7.1.4 That it will pass any Deferred Payment paid pursuant to clause 5.12 (except for any payment made in respect of the Contribution for Affordable Housing or the Contributions for Healthcare) to the County Council within 30 days of receipt.
- 7.1.5 after the expiry of ten (10) years from the date of Completion of Development the Developer may request in writing (and the District Council shall pay) a refund of any part (including the whole) of any contribution paid to the District Council pursuant to this Agreement which has not been expended or committed in accordance with the provisions of this Deed as of the date of the request together with interest at the Bank of England base rate minus 2 basis points compounding annually at financial year end from time to time for the period from the date of payment to the date of refund

8. THE COUNTY COUNCIL'S COVENANTS

- 8.1 The County Council HEREBY COVENANTS with the Developer:

8.1.1 after the expiry of ten (10) years from the date of Completion of Development the Developer may request in writing (and the County Council shall pay) a refund of any part (including the whole) of any contribution paid to the County Council pursuant to this Agreement which has not been expended or committed in accordance with the provisions of this Deed as of the date of the request together with interest at the Bank of England base rate minus 2 basis points compounding annually at financial year end from time to time for the period from the date of payment to the date of refund.

8.1.2 to use the sums paid to it for the Contribution Purposes to serve the Development.

9. GENERAL AND MISCELLANEOUS PROVISIONS

9.1 Any consent agreement or approval required to be given by any party under this Agreement shall not be unreasonably withheld or delayed.

9.2 Any covenant by the Developer not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

9.3 Any agreement obligation covenant or undertaking contained herein by any of the parties which comprise more than one person or entity shall be joint and several and where any agreement obligation covenant or undertaking is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately.

9.4 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.

9.5 No variation to this Agreement shall be effective unless made by Deed or pursuant to the determination of an application made under Section 106A of the 1990 Act.

9.6 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

9.7 Any payment which is due to the District Council or County Council under the terms of this Agreement that is made later than the date such payment is due shall attract interest at the rate of four percent (4%) above the base lending rate of the Bank of England from the date payment was due until the date payment is received by the District Council or County Council (as the case may be) and such payment of interest shall be made by the party liable for the payment.

- 9.8 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.
- 9.9 Without prejudice to the District Council's and the County Council's powers under the 1990 Act representatives of the District Council and/or the County Council may enter upon the Application Site (excluding any Residential Dwelling that is Occupied) at any reasonable time and upon reasonable notice to ascertain whether the terms of this Agreement and the terms of the Planning Permission are or have been complied with subject always to compliance with any reasonable requirements of the Developer including (but not limited to) health and safety requirements.
- 9.10 The Developer and the County Council acknowledge that the Travel Plan Bond dated 13 November 2023 is no longer required and the County Council shall after 6 weeks from grant of the Planning Permission and provided there has been no challenge to the grant of the Planning Permission and upon the Developer confirming the requirements for discharge of the Travel Plan Bond provide such information or documentation necessary for discharge within 10 Working Days.
- 9.11 The Developer and the County Council acknowledge that a monitoring fee of £14,787.14 in connection with monitoring of the Travel Plan was previously paid by the Developer to the County Council pursuant to a previous agreement connected to development of the Application Site and that this sum stands in full satisfaction of the County Council's requirements.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties hereto hereby declare and agree that it is not intended that a third party should have the right to enforce any of the terms of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

11. COUNTERPARTS

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

IN WITNESS WHEREOF this Agreement has been sealed by the District Council and the County Council as a Deed and signed by the Developer and the Chargee as a Deed the day and year first before written

EXECUTED as a DEED by affixing THE)
COMMON SEAL of BABERGH DISTRICT)
COUNCIL in the presence of:)

Authorised officer)
)
)
)

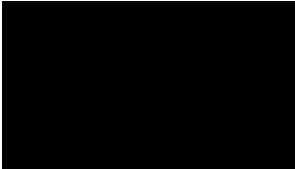
EXECUTED as a DEED by affixing THE)
COMMON SEAL of SUFFOLK COUNTY)
COUNCIL in the presence of:)

Duly authorised officer)
)
)
)

EXECUTED as a DEED by HAYLINK LIMITED)
acting by two directors or a director and its)
company secretary)

.....
Director

.....
Director/Secretary



Executed as a deed by **PROPERTY LENDING LLP** acting by [_____] duly
authorised by [_____] to sign on its behalf as member of **PROPERTY LENDING**
LLP in the presence of:

Signature of person authorised to sign for corporate member [_____](on behalf
of member)

Signature of witness _____

Name of witness (in BLOCK CAPITALS) _____

Address of witness _____

SCHEDULE 1 – VIABILITY ASSESSMENT

Viability Assessment

Currency in£

Income

Sales Value

Total Realisation

Expenditure

Acquisition

Current Use Value

Total Purchase Fees

Abnormal or Unforeseen Costs

Construction

Construction Costs

Professional Fees

Financial contributions paid pursuant to the Section
106 Agreement

Total Construction Costs

Marketing/Letting

Marketing Costs

Disposal

Sales Costs

Finance

Finance Costs (interest)

Total Finance

Total Expenditure

Viability Appraisal Summary

Total Realisation

Total Expenditure

Gross Profit

(Total Realisation – Total Expenditure)

Developer Profit (20%)

Profit to be divided

(Gross Profit less Developer Profit)

Profit Share Adjustment (20% of Profit to be divided)¹

Surplus Profit²

(Profit to be divided less Profit Share Adjustment)

Surplus Profit to be adjusted to reflect pro-rata number of Residential Dwellings delivered since the last Viability Assessment³

Total payable to District Council

¹ The Profit Share Adjustment allows the Developer to retain 20% of the Profit to be divided

² Surplus Profit shall be calculated by deducting Developer Profit (20% of sale receipts) and the Profit Share Adjustment from Gross Profit with an adjustment being made for the second, third and fourth viability assessments so that the Surplus Profit is adjusted to reflect the pro-rata number of Residential Dwellings delivered since the last assessment. This takes account of the fact that it is a whole scheme appraisal carried out each time so the Surplus Profit needs to be adjusted to reflect the proportion of Residential Dwellings delivered since the last Viability Assessment.

³ Surplus Profit to be adjusted to reflect the pro-rata number of Residential Dwellings delivered since the last Viability Assessment PROVIDED THAT the adjustment applies only to the second third and fourth viability reviews and the fourth review (at Occupation of 250 Residential Dwellings) will assume that 285 Residential Dwellings have been completed for the purposes of the adjustment.

SCHEDULE 2—APPLICATION SITE PLAN

6911



GENERAL NOTES

1. Do not scale off this drawing unless a scale bar is provided
2. Any ambiguities, omissions and errors on this drawing should be notified immediately to the Architect before the commencement of works on site
3. Dimensions are in millimetres unless otherwise stated
4. Dimensions, unless otherwise indicated, are to the face of unfinished block walls or to the finished plaster face of stud partitions
5. Dimensions are to be checked on site. Discrepancies are to be notified immediately to the Architect before the commencement of works on site
6. All levels are in meters unless otherwise stated
7. This drawing is to be read in conjunction with all other relevant drawings and specifications for this project

CDM REGULATIONS

⚠ Denotes a significant hazard. Officio Bto manage procedure. Please refer to Design Manual Hazard Register for further information on hazards.

REVISION NOTES

Rev	Date	Description	Issuer	Checker
P1	2025-07-15	Preliminary Issue P1	MJ	LT
P2	2025-07-16	R edit: adjusted to suit sold plots.	MJ	LT



**FRA NKIN ELLIS
ARC HIECTS**
Architecture / Landscape / Interiors / Graphics / Project Management

The Old Pump house
Sheepwash Lane, Northampton, NN4 6DU
T: 0115 9418475
E: enquiry@frankinellis.co.uk
www.frankinellis.co.uk

PARTNER/ASSOCIATE PROJECT LEAD
Matthew Branton Luke Turner

PROJECT NAME PROJECT No.
Barrelmans Point at HMS Ganges 21-0038

PROJECT ADDRESS
Former HMS Ganges, Shotley, Suffolk

CLIENT / USER NAME
Haylink Limited

VOLUME
S1 Site 1

SHEET NAME
Plan 2

FULL DOCUMENT REFERENCE

Project Code	Originator Code	Volume	Sheet	Doc. Title	Revision	Number
FHG	FEA	S1	XX	DP-A	I255	

Renumbered from:

REVISION DATE REVISION
2025-07-16 P2

STATUS
A3 Planning

SHEET SIZE SCALE
A1 L 1 : 1500

1 Site Plan - Plan 2
1 : 1500

SCHEDULE 3 – WIDER SITE PLAN