

THIS DEED by way of UNILATERAL UNDERTAKING is given this

31 day of July 2026

by:

CGUK Organisation Ltd (Company Registration Number 11792997) whose registered office address is at Unit 7a, Radfort Crescent, Billericay CM12 0DU ("the Owner"), and

Barclays Security Trustee Limited (Company Registration Number 10825314) whose registered office address is at 1 Churchill Place, London, E14 5HP ("the Mortgagee")

to:

Suffolk County Council of Endeavour House, 8 Russell Road, London IP1 2BX ("the County Council"), or successor body, and

Babergh District Council of Endeavour House, 8 Russell Road, London IP1 2BX ("the District Council"), or successor body

and constitutes a planning obligation by unilateral undertaking for the purposes of Section 106 of the 1990 Act

WHEREAS:-

A. The District Council is the Local Planning Authority for the purposes of the 1990 Act for the District of Babergh within which the Application Site is located.

B. The County Council is also a local planning authority and the local highway authority for the County within which the Application Site is located

C. The Owner is the proprietor of the freehold titles absolute in the Application Site which titles are registered at HM Land Registry with Title Numbers SK361614 and SK299619 and the proprietor of the freehold title with possessory title that is registered at HM Land Registry under Title Number SK426305. The Owner has an interest in the Application Site within the meaning of Section 106 of the 1990 Act

D. By virtue of a charge dated 15 April 2024 the Mortgagee charged the Land in entry number 4 of the Charges register of Title Number SK361614 and entry number 2 of the Charges Register of Title Number SK426305.

E. The Mortgagee has agreed to enter into this Deed to give its consent to the terms of this Deed.

F The Planning Application has been submitted to the District Council and the Owner has agreed to enter into this Deed in order to secure the planning obligations and other covenants to the extent that is necessary to ensure that the Development is acceptable in planning terms.

NOW THIS DEED WITNESETH as follows:-

1. Definitions

1.1 In this Deed the following terms shall have the following meanings:-

“1990 Act”	means the Town and Country Planning Act 1990, as amended by: (a) the Planning and Compensation Act 1991 (b) the Planning and Compulsory Purchase Act 2004
“Application Plan”	means the plan attached to this Deed and titled PA_01
“Application Site”	means the land known as Holly Farm, East End Lane, East Bergholt, CO7 6XA shown edged red on the Application Plan
“Commencement of the Development”	means the implementation of the Planning Permission by the carrying out of a material operation described in Section 56 of the 1990 Act and “Commence the Development” shall mutatis mutandis be constructed accordingly
“Contribution”	means any payment due to be paid to the County Council pursuant to this Deed
“Default Interest Rate”	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
“Development”	means the development described in the Planning Application and permitted by the Planning Permission
“Footpath Diversion Fee”	means £5000 (five thousand pounds) towards the County Council’s legal and administrative costs in connection with the Footpath Diversion Order to include all ancillary officer time and expense
“Footpath Diversion Order”	means an order or orders made by the County Council pursuant to the Highways Act 1980 in order to effect the diversion of Public Footpath 15 East

Bergholt (shown by a green dashed line on the Footpath Diversion Plan) onto the Footpath Diversion Route

“Footpath Diversion Plan” means the plan attached to this Deed and titled PA_03

“Footpath Diversion Route” means the diversion route for Public Footpath 15 East Bergholt shown indicatively by the brown shaded line on the Footpath Diversion Plan to be 2 metres in width unless otherwise agreed in writing by the County Council in order to accommodate significant constraints on the ground

“Index Linked” means increased by amount equivalent to the increase in the RPI from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- i. A is the sum payable under this Deed;
- ii. B is the original sum calculated as the sum payable;
- iii. C is the RPI for the month two (2) months before the date on which the sum is payable;
- iv. D is the RPI for the month two (2) months before the date of this Deed.
- v. C/D is equal to or greater than 1

“Notice of Commencement” means notice in writing to advise of the date that Commencement of the Development occurred

“Planning Application” means the planning application (including plans, statements and appraisals in support of the said application) submitted by the Owner’s Agent to the District Council and which the District Council has been given reference number DC/24/03193 seeking planning permission for the use of woodland and land for alternative education and special education needs. Installation of four timber buildings and two timber shelters, provision of access track in relation to the Application Site

“Planning Permission”	means the planning permission (with conditions) granted by the District Council in accordance with the Planning Application
“Pupil Limit”	means the use of the facility to a maximum number of pupils not to exceed 20 (twenty) at any particular time
“RPI”	means the Retail Price Index published by or on behalf of the Government of the United Kingdom or if the same index shall cease to be published such other index as may be substituted therein

2. INTERPRETATION AND LEGAL EFFECT

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

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

2.3 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 as interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise.

2.5 Any reference to an act of Parliament shall include any modification, extension or re-enactment of that act 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 act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions.

2.7 Where this Deed requires a plan or strategy or other document to be submitted to the District Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.

2.8 References to a plan or drawing in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owner, the District Council and the County Council as relevant.

2.9 The headings are for reference only and shall not affect construction.

2.10 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

2.11 The covenants in the Deed are planning obligations for the purposes of Section 106 of the 1990 Act in respect of which:

(a) The Owner is the owner of the freehold title to the Application Site and the said Application Site is free from any third -party interests and encumbrances other than the legal charge in favour of the Mortgagee and those referred to in the charges register.

(b) The District Council and the County Council are each a Local Planning Authority entitled to enforce their respective provisions of this Deed and the covenants contained in this Deed shall be so enforceable by the party entitled to enforce them as the context dictates.

(c) This Deed shall be binding on all successors and assigns in title of the Owners and any persons claiming under or through them.

2.12 This Deed is made pursuant to Section 106 of the Act and all other powers enabling the parties to enter into such a Deed.

2.13 Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.

- 2.14 This Deed has immediate effect, but the covenants contained herein shall take effect upon the date that the District Council issues the Planning Permission save for clauses 4.1 to 4.4 , 6, 8.1, 15, 16, 17 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.
- 2.15 If the Planning Permission shall expire before the Commencement of the Development or shall at any time be revoked this Deed shall forthwith determined and cease to have effect but without prejudice to any of the covenants that arise to be performed prior to any expiration or revocation and the Contribution shall be returned to the Owner (or their nominated person) if already paid save for any payments made in respect of the District Council or County Council's legal expenses.
- 2.16 The Owner declares that there is no subsisting breach of the terms of any mortgage or legal charges secured on the Land .

3. THE OWNER'S COVENANTS

- 3.1 The Owner HEREBY COVENANT AND UNDERTAKE with the County Council that the Owner will:-
- 3.1.1 Pay the County Council (or successor body) the Footpath Diversion Fee prior to Commencement of Development.
- 3.2 The Owners HEREBY COVENANT AND UNDERTAKE with the County Council that the Owners will:-
- 3.2.1 Not object to the making of the Footpath Diversion Order or seek compensation in respect of it.
- 3.2.2 Keep any planting along the Footpath Diversion Route a minimum of 2.0 metres from the edge of the footpath and ensure the Footpath Diversion Route is not obstructed by growth of vegetation.
- 3.2.3 Keep any fences a minimum of half a metre from the edge of the footpath on the Footpath Diversion Route and not obstruct the Footpath Diversion Route with any fence or gate.
- 3.2.4 Make up the surface of the Footpath Diversion Route to the reasonable satisfaction of the County Council prior to the making of the Footpath Diversion Order.
- 3.3 The Owners HEREBY COVENANT AND UNDERTAKE with the District Council (or successor body) that the Owners will limit the maximum total number of pupils being taught on the Application Site at any particular time to the Pupil Limit.

- 3.4 The Owner HEREBY COVENANT AND UNDERTAKE with the County Council and the District Council that the Owner will Serve on the District Council and the County Council a Notice of Commencement (marked for the attention of the District Council's Section 106 Compliance Officer and the County Council's Executive Director of Growth Highways and Infrastructure) not more than (7) days after Commencement of the Development has occurred.

4. FEES

- 4.1 The Owner shall on completion of this Deed pay to the County Council a Contribution of £519 (five hundred and nineteen pounds) towards the County Council's administration costs and the cost of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed should Planning Permission be granted.
- 4.2 The Owner shall pay to the County Council on the date of this Deed the County Council's reasonable and proper legal costs.
- 4.3 The Owner shall pay to the District Council on the date of this Deed the District Council's reasonable and proper legal costs together with all disbursements incurred in connection with its approval and registration of this Deed.
- 4.4 The Owner shall pay to the District Council upon demand the sum of four hundred and fifty pounds (£450) in respect of the District Council's administration costs and the cost of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed should Planning Permission be granted.

5. INDEXATION OF CONTRIBUTION

- 5.1 All Contributions payable to the County Council pursuant to this Deed shall be Index Linked.
- 5.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonable comparable basis or index as the County Council shall advise the Owner in writing.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 6.1 It is hereby acknowledged that it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights that arise under the said 1999 Act are hereby excluded.

7. DETERMINATION OF DEED

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

- (a) Expires before the Commencement of Development;
- (b) Is varied or revoked other than at the request of the Owner; or
- (c) Is quashed following a successful legal challenge.

8. LOCAL PLAN CHARGE

8.1 This Deed has been executed as a Deed and shall be registered by the District Council as a local land charge against the Application Site in accordance with Section 106(11) of the Act.

9. INTEREST ON LATE PAYMENT

9.1 If a Contribution has not been paid to the County Council prior to or on the due dates for payment, the Owner shall pay the County Council interest on the Contribution or relevant part thereof at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the date of Commencement of the Development to and including the actual dates of the payments.

10. MISCELLANEOUS

10.1 The Owner shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the District Council and or the County Council to have access to any part of the Application Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

10.2 The Owner agrees declares and covenants both with the District Council and County Council to observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the District Council and/or the County Council (as appropriate) for any expenses or liability arising to the District Council and/or County Council in respect of any breach by the Owner of any obligation contained herein save to the extent that any act or omission of the District

Council and/or County Council its employees or agents has caused or contributed to such expenses or liability.

10.3 Insofar as any clause or other provision of this Deed is 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 Deed.

10.4 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Application Site under the terms of the Deed are hereby waived.

10.5 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council or the County Council.

10.6 In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the 1990 Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the 1990 Act:

10.6.1 unless the local planning authority requires otherwise the planning obligations in this Deed shall in addition to binding the Application Site in respect of the Planning Permission shall also bind the Application Site in respect of any planning permission granted pursuant to Section 73 of the 1990 Act; and

10.6.2 the definitions of "Planning Application", "Development" and "Planning Permission" shall be assumed to include references to any applications under Section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause 10.6 shall fetter the discretion of the District Council in determining any applications under Section 73 of the 1990 Act and the appropriate nature and/or

quantum of planning obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act (whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the 1990 Act or a modification pursuant to Section 106A of the 1990 Act).

10.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities.

10.8 The Owners covenant and warrant to the District Council and the County Council that they have full power to enter into this Deed and there is no other person (other than the Chargee) having a charge over or any other interest in the Application Site whose consent is necessary to make this Deed binding on the Application Site and all estates and interests therein.

10.9 Any references to the District Council and the County Council also include any successor bodies.

10.10 *

11. WAIVER

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

12. CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of its freehold interest in the Application Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and to

* 10.10 Without prejudice to liability for any subsisting breach of the planning obligations no person shall be liable for breach of a planning obligation after they parted with all interest in the Site or any part of the Site to which a breach relates.

give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Application Site

13. RIGHT OF ENTRY

13.1 At all times on not less than twenty-four (24) hours' written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the District Council or the County Council entry to the Application Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

13.1.1 such employee or agent on arrival at the Application Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Application Site);

13.1.2 such entry shall be effected between 08.00 and 17.00 on any day;

13.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary;

13.1.4 such employee or agent may take photographs measurements and levels;

13.1.5 such employee or agent may not remain on the Application Site for longer than is reasonably necessary for carrying out a proper inspection;

13.1.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety.

14 NOTICES

14.1 Any notices or other written communication to be served or given by the Owner to the District Council or County Council under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in

writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 14.2.

14.2 The address for any notice or other written communication shall be as follows:

The District Council	The Chief Planning Officer Babergh District Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure Endeavour House 8 Constantine Road Ipswich Suffolk IP1 2BX
The Owner	the address at the beginning of this Deed
The Chargee	the address at the beginning of this Deed

14.3 Any notice or other written communication to be given by either the District Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council or the County Council by a duly authorised officer of the District Council or the County Council as appropriate.

15. GOVERNING LAW

15.1 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.

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

16. MORTGAGEES CONSENT

16.1 The Mortgagee consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Land.

16.2 The Mortgagee shall not be liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Land to which such obligation applies.

17. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

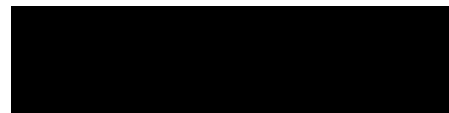
Executed as a deed by CGUK Organisation Ltd
acting by two directors



Signed as a deed by
as attorney for Barclays Bank UK PLC

Signature

as attorney for Barclays Bank UK PLC



As Attorney for and on behalf of Barclays Security Trustee Limited

In the presence of:

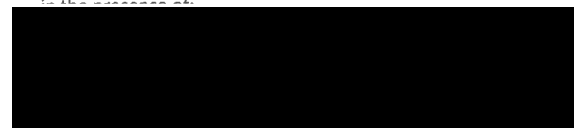
Signature of Witness:

Name of Witness:

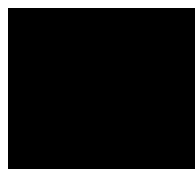
Witness Address:

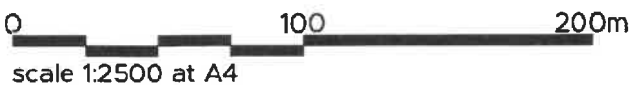
.....

.....



Barclays Security Trustee Limited
Business Lending Services, PO Box 16276, One Snowhill,
Snowhill Queensway Birmingham, B2 2XE





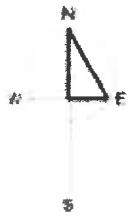
REVISION

Rosary

Tudor
Cottage

Barack House
Oak Cots

The
Elms



Definitive footpath line

Barclays Secur
Business
Snowhill Quee
Limited
PO Box 16276, One Snowhill,
Birmingham, B1 2AE

Pp
Sta

29.6m

Spring Cottage

East End

Scale 1:500 at A1

5939 PA_03 C

Proposed Site Masterplan

1500

1504/2024

15.1

Use of Woodland for Alternative Education

Woods Farm, East End, East End, East End

East End, East End, East End

Cruck Alternative Education

PLANNING

WINDER KIEVENAAR

RIBA #