

Dated

19th January

2026

(1) Thelma Anita Franks

AND

(2) Charterpoint (LE67) Limited

AND

(3) Charnwood Borough Council

AND

(4) Leicestershire County Council

planning obligation by agreement under Section 106 of the Town and Country Planning Act 1990

relating to the development of land off Leicester Road Markfield Leicestershire

Application references: 23/O1144/FUL and P/23/2197/2

THIS DEED is made the

19th

day of

January 2026

BETWEEN

- (1) **THELMA ANITA FRANKS** of 27 Highfields, Thornton, Coalville LE67 1AD (**Owner**);
- (2) **CHARTERPOINT (LE67) LIMITED** (company number 14072426) whose registered office is at 7 Wheatcroft Business Park, Landmere Lane, Edwalton, Nottinghamshire, England, NG12 4DG (**Developer**);
- (3) **CHARNWOOD BOROUGH COUNCIL** of Southfield Road, Loughborough, LE11 2TX (**Council**); and
- (4) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Leicester Road, Glenfield, Leicester LE3 8RA (**County Council**)

BACKGROUND

- 1 The Council is the local planning authority for the purposes of the Act in relation to the Site and the Obligation Land and is the authority by whom the planning obligations hereby created are enforceable.
- 2 Hinckley and Bosworth Borough Council is the local planning authority for the purposes of the Act in relation to that part of the Site which is not the Obligation Land.
- 3 The County Council is the local highway authority for the area in which the Site is situated.
- 4 The Owner is the freehold owner of the Obligation Land registered at the Land Registry with title absolute under title number LT223335 with the part of this title shown edged red on Plan 2 being the land bound by the terms of this Deed (which for the avoidance of doubt is the part of the Site that falls within the Council's administrative area).
- 5 On 27 October 2022 the Developer entered into an option to purchase agreement with the Owner in respect of the Obligation Land, and this option was subsequently varied on 16 October 2025. The Developer enters into this Deed to acknowledge that it would be bound by the planning obligations in this Deed if it were to acquire an interest in the Obligation Land.
- 6 The Developer submitted the Application (LPA) to the Council and has submitted the Application (HBC) to Hinckley and Bosworth Borough Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application (LPA) and Application (HBC).
- 7 The Owner and the Developer have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council and the County Council against the Owner and their successors in title

pursuant to Section 106 of the Act in the event that the Planning Permission is granted.

- 8 The Owner and the Developer have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) (to the extent relevant to the obligations in this Deed).

1 Definitions and Interpretation

- 1.1 The definitions and rules of interpretation set out in this clause apply to this Deed:

Act	the Town and Country Planning Act 1990;
Allocated	attributing biodiversity units by a provider of biodiversity units toward a development's requirement to deliver biodiversity and "Allocation" shall be construed accordingly;
Application (HBC)	the cross-boundary application for detailed planning permission for the construction of a 72 bedroom residential care home (C2) and associated solar panel, access, parking and landscaping validated by Hinckley and Bosworth Borough Council on 29 November 2023 and allocated reference number 23/O1144/FUL;
Application (LPA)	the cross-boundary application for detailed planning permission for the erection of a 72 bedroom residential care home (Use Class C2) with associated parking provision, cycle parking, bin store, landscaping, air source heat pump enclosure and associated works validated by the Council on 30 November 2023 and allocated reference number P/23/2197/2;
Biodiversity Baseline	the established biodiversity baseline for the Obligation Land as set out in the Biodiversity Net Gain Metric (Spreadsheet) and approved as part of the Application (LPA) which confirms the following baseline figures: - 11.85 habitat units - 4.83 hedgerow units; and - 0.54 watercourse units;

Biodiversity Gain (Spreadsheet)	Net Metric	the document annexed hereto at Appendix 1 being Rev 4 (submitted 8 th October 2024);
Breach Notice		a notice served by the Council upon the Owner pursuant to paragraph 1.10 of Part A of Schedule 2 which sets out the nature of the breach, the steps the Council considers are necessary to remedy the breach and a reasonable timescale to carry out these steps
Bus Pass		a bus pass to travel free of charge on local bus services to and from the Development (to be provided to an Employee who has completed a Bus Pass application form) valid for a period of six (6) months from the date of its issue and "Bus Passes" shall be construed accordingly;
Bus Contribution	Pass	the sum of £14,700 (fourteen thousand seven hundred pounds) Index Linked representing a cost of £490 (four hundred and ninety pounds) per Bus Pass per Employee Index Linked to be paid to the County Council in the event that the Owner elects for the County Council to provide Bus Passes and to be used by the County Council towards providing Bus Passes to Employees who complete a Bus Pass application form to request a Bus Pass;
Commencement of Development		the date upon which the Development shall begin on the Obligation Land by the carrying out of a Material Operation on the Obligation Land in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of this Deed and for no other purpose be deemed not to be material operations and " Commencement " and " Commence " shall be construed accordingly;
Completion Notice		a notice served by the Owner pursuant to paragraph 1.5 of Part A of Schedule 2 which confirms that the Habitat Creation and Enhancement Works have been completed and the relevant parts of Obligation Land are being

maintained and managed in accordance with the Habitat Monitoring and Management Plan;

Council Monitoring Fee	the sum of one thousand one hundred and forty six pounds (£1,146 (Index Linked)) to be paid to the Council under the terms of this Deed and payable towards the Council's monitoring of this Deed and the Development;
County Council Monitoring Costs Contribution	the sum of £300 (three hundred pounds) or 0.5% of the value of any contribution due under this Deed to the County Council per obligation the greater amount payable towards the County Council's costs of monitoring compliance with the obligations contained within this Deed;
Development	the development of the Site as specified in the Application (HBC) and Application (LPA);
Disposition	the transfer or assent or the grant of a lease
Employee	any one of the 30 (thirty) full time equivalent employees who are employed by the Owner at the Site who has commenced employment at the Development within the first twelve (12) months since the first Occupation of the Development;
Force Majeure Event	any circumstances which are not within the reasonable control of the Owner which may comprise an Act of God such as a drought, flood, fire, earthquake or other natural disaster or which may relate to the use of any statutory powers of acquisition by others with the power to do so;
Fundamental Breach Notice	a notice serviced by the Council upon the Owner pursuant to paragraph 1.15 of Part A of Schedule 2 which sets out the nature of the breach and the steps required by the Council;
Habitat Creation and Enhancement Works	those works set out in the Habitat Management and Monitoring Plan and the Biodiversity Net Gain Assessment Report which are required to be carried out in relation to habitat creation and/or enhancement of the Obligation Land or the relevant part thereof to achieve the On Site Biodiversity Units;

Habitat Management and Monitoring Plan	the habitat management and monitoring plan for the Obligation Land and relating to any Habitat Creation and Enhancement Works which are required to be carried out on the Obligation Land in order to achieve the On Site Biodiversity Units and a timetable for such works; a programme for the management and maintenance for thirty years; the methodology format of the Inspection and Monitoring Reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring in to be approved by the Council and any subsequent amendments and revisions thereto which may be agreed in writing by the Council;
Habitat Management and Monitoring Plan Monitoring Fee	the sum of £17,251 (seventeen thousand two hundred and fifty one pounds) towards the Council or their agent's costs in monitoring compliance with the Habitat Monitoring and Management Plan;
Habitat Obligation Land Manager	at the Owner's discretion: - the Owner; or - an employee of the Owner; or - an organisation, company or individual appointed or to be appointed by the Owner who will have responsibility for the implementation, management and maintenance of the Habitat Monitoring and Management Plan and for the avoidance of doubt in respect of the production and sign off of an Inspection and Monitoring Report, a person who is competent;
Healthcare Contribution	the sum of £23,040.00 (Twenty-Three Thousand and Forty Pounds) (Index Linked) to be paid by the Owner to the Council to be used for the provision of increased service capacity at Markfield Medical Centre;
Healthcare Provider	Leicester, Leicestershire and Rutland Integrated Care Board or successor organisation;
Index	for all contributions and payments pursuant to this Deed (save for those noted below) the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that

the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the Council and the County Council shall agree or in default of agreement such Index as shall be determined by an arbitrator appointed by the President of the RICS for the purposes of this Deed in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs and Index means for the monitoring contributions pursuant to clause 17 the CPI or in the event of discontinuance any replacement thereof or such alternative index as may be proposed by the Owner and agreed by the Council;

Index Linked	adjusted in accordance with clause 14;
Inspection and Monitoring Report	a report to be completed by a competent person which will provide an accurate and up to date statement in respect of the management of that parts of the Obligation Land subject to the Habitat Monitoring and Management Plan, the operation and effectiveness of the Habitat Monitoring and Management Plan since the previous inspection and monitoring report, any remedies or measures required to meet the requirements of the Habitat Monitoring and Management Plan and any proposed revisions to the Habitat Management and Monitoring Plan and will be subject to the monitoring intervals and management updates and subject to the provisions of Part 3 of Schedule 2 specifically paragraphs 1.10 to 1.16;
Interest	interest at 4% (four per cent) per annum above the base lending rate of the Bank of England from time to time;
Material Operation	a material operation as defined in Section 56(4)(a)-(e) of the Act carried out on the Obligation Land pursuant to the Planning Permission;
National Forest Contribution	the sum of £7,000 (Seven Thousand Pounds) (Index Linked) to be paid by the Owner to the Council to be provided for off site tree planting relating to the national forest;
Obligation Land	that part of the Site that is within the Council's administrative area as at the date of this Deed, and

being that part of the Site that is bound by this Deed and which is shown edged red on Plan 2;

Occupation		first Occupation for the beneficial use of the Development for the purposes of the Planning Permission and for the avoidance of doubt excludes occupation for fitting out and decoration and references to "Occupy" and "Occupied" shall be construed accordingly;
Off Site Biodiversity Credits	Site	4.59 habitat units and 0.19 hedgerow units if provided in the Council's administrative area (or subject to a multiplier of 30% in the event they are provided in a neighbouring local planning authority administrative area, so for example 0.25 hedgerow units) being the Biodiversity Baseline minus the On Site Biodiversity Units;
On Site Biodiversity Units	Site	the anticipated post development habitat values, based upon the approved proposals. The values are anticipated to be 7.26 habitat units, 4.64 hedgerow units and 0.54 watercourse units;
Plan 1		the plan labelled "Plan 1" showing the Site edged red and attached at Appendix 1 of this Deed;
Plan 2		the plan labelled "Plan 2" showing the Obligation Land edged red and attached at Appendix 2 of this Deed;
Planning Permission		the Planning Permission (HBC) and the Planning Permission (LPA);
Planning Permission (HBC)		the planning permission to be issued pursuant to the Application (HBC);
Planning Permission (LPA)		the planning permission to be issued pursuant to the Application (LPA);
Site		the property to which the Application (HBC) and Application (LPA) relates and shown for the purposes of identification only edged red on Plan 1;
Travel Pack		a pack providing information on public transport and other means of sustainable travel to and from

the Development other than by private car including a Bus Pass application form produced by the Owner and approved by the County Council acting reasonably (or in the alternative provided by the County Council following receipt of the Travel Pack Contribution) and reference to "Travel Packs" shall be construed accordingly;

Travel Pack Contribution	the sum of £1,585.50 (one thousand five hundred and eighty five pounds and fifty pence) Index Linked representing a cost of £52.85 (fifty two pounds and eighty five pence) Index Linked per Employee to be paid by the Owner to the County Council in the event that the County Council provides Travel Packs to each Employee;
Travel Plan	the travel plan submitted as part of the application for the Planning Permission or such other plan(s) as shall be approved by the Council and/or the County Council from time to time;
Travel Plan Co-ordinator	a person appointed by the Owner to be responsible for the implementation of the measures within the Travel Plan along with the monitoring of such measures and implementation of any remedial measures required to secure the objectives of the Travel Plan;
Travel Plan Monitoring Fee	the sum of £6,000 (six thousand pounds) to be paid by the Owner to the County Council to monitor the obligations within the Travel Plan;
Working Day	any day except any Saturday or Sunday or any other day on which banks in the City of London are not open to the general public and " Working Days " shall be construed accordingly.

- 1.2 The clause headings within this Deed do not affect its interpretation.
- 1.3 Unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules of this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.
- 1.4 References to any statute or statutory provision include any modification, extension or re-enactment of that statute or statutory provision for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

- 1.5 References to the Obligation Land include any part of it.
- 1.6 References to any party in this Deed include the successors in title of that party. In addition, references to the Council and/or the County Council include any successor local planning authority exercising planning powers under the Act and/or any successor local highway authority.
- 1.7 "Including" means "including, without limitation".
- 1.8 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.9 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each of them individually save where indicated otherwise.
- 1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11 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 interchangeable in that manner.

2 Legal Basis

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act 2011 (as amended) and all other enabling powers.
- 2.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations and are enforceable by the Council and the County Council.
- 2.3 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council (in the case of covenants made with them) against the Owner save that the Council shall not be under any obligation to enforce the covenants restrictions or requirements given to the County Council and the enforcement of which shall be the responsibility of the County Council.
- 2.4 The Owner enters into the covenants and obligations contained in this Deed for itself and its successors in title with the Council and the County Council (as the case may be) with the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner of the Obligation Land and any person claiming through or under the Owner an interest or estate in the Obligation Land save as expressly provided otherwise in this Deed.

3 Condition Precedent

This Deed takes effect immediately apart from the covenants and the planning obligations in Schedules 2 and 3 to this Deed which shall only come into effect upon the grant of the Planning Permission and Commencement save unless they are expressed to come into effect before Commencement in which case they take effect upon the grant of the Planning Permission.

4 Condition subsequent

This Deed shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any antecedent breach) if the Planning Permission shall be quashed and refused upon redetermination, revoked or otherwise withdrawn or expires prior to the carrying out of a Material Operation.

5 The Owner's covenants in respect of the Obligation Land

The Owner on behalf of itself and any person deriving title to the Obligation Land from the Owner hereafter hereby covenants with the Council and the County Council (as the case may be) so as to bind the Obligation Land to fully observe and perform the obligations in this Deed including those obligations set out in Schedules 2 and 3 to this Deed and hereby agrees that the Obligation Land shall be permanently subject to the obligations and exemptions specified herein, such obligations being planning obligations for the purpose of Section 106 of the Act.

6 The Council's covenants

The Council covenants with the Owner to comply with its obligations within Part 3 to Schedule 2.

7 Liabilities

7.1 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Deed occurring after it shall have parted with its entire interest in the Obligation Land (or to the part to which such breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's and/or the County Council's right (as the case may be) to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Obligation Land PROVIDED THAT for the purposes of this clause a title restriction shall not be treated as an interest in land.

7.2 No statutory undertaker whose only interest in the Obligation Land consists of apparatus owned pursuant to their statutory undertaking shall be bound by the covenants and obligations contained in this Deed.

8.3 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Obligation Land or any

receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Obligation Land or part thereof to which such obligation relates.

8 Waiver

No waiver (whether expressed or implied) by the Council and/or the County Council (as the case may be) 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 Council and/or the County Council (as the case may be) from enforcing any such covenants, terms or conditions or from acting upon any subsequent breach or default.

9 Change in ownership

9.1 The Owner shall give to the Council and the County Council immediate written notice of any change in ownership of any of its interests in its title to the Obligation Land occurring before all of the obligations under this Deed have been discharged save in respect of disposals to statutory undertakers, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Obligation Land) the area of the Obligation Land by reference to a plan.

10.2 The Owner warrants that it is the legal owner of the Obligation Land registered at HM Land Registry under title number LT223335 with full power to enter into this Deed and there is no other person or body with an interest in the Obligation Land whose consent is necessary to make this Deed binding on all interests in the Obligation Land.

10 Local land charge

This Deed is a Local Land Charge and shall be registerable as such by the Council.

11 Non-prohibition on development

Nothing in this Deed shall prohibit or limit the right to develop the Obligation Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

12 The Contracts (Rights of Third Parties) Act

Save as provided in respect of the successors in title to the Obligation Land or any successor to the relevant statutory functions of the Council and/or the County Council (as the case may be), this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended) and no third party shall acquire any benefit, rights or claims whatsoever pursuant thereto.

13 Interest

If any payment due under this Deed is paid late Interest will be payable daily from the date payment is due to the date that payment is received.

14 Indexation

All sums payable under this Deed (save for the County Council Monitoring Costs Contribution) shall be increased by an amount equivalent to the increase in the relevant Index from the date of this Deed until the date on which such sum is payable.

15 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

16 Notices

Any notice or other written document required to be served on or sent to the parties hereto under this Deed shall be deemed to be validly served or sent if delivered personally or sent by recorded delivery service to their registered address or the addresses specified on page 1 of this Deed (or such other address from time to time as shall be notified to the parties) and in the case of the County Council shall be marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department.

17 Fees

The Owner covenants to pay the Council Monitoring Fee to the Council prior to carrying out a Material Operation and not to carry out a Material Operation until the total Council Monitoring Fee has been paid to the Council in full.

18 Miscellaneous

18.1 The Developer shall pay to the Council and the County Council on execution of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.

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

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

- 18.4 The terms of this Deed shall apply to any subsequent variation or amendment to the Planning Permission effected by section 73 or section 96a of the Act save always that in the Council's absolute discretion it may require a supplemental deed, deed of variation or new Deed to be entered into under section 106 and/or section 106A of the Act in respect of such a subsequent variation or amendment to the Planning Permission. In the event of this Deed applying to a subsequent section 73 permission the terms Application (HBC), Application (LPA), Development and Planning Permission shall be construed as applying mutatis mutandis to that section 73 permission.

19 Dispute provisions

- 19.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed including in the event of any refusal of an approval required pursuant to this Deed or in the event of a delay of more than two (2) months in providing such approval following written submission of a request for such approval such dispute or difference or refusal or delay shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to this Deed in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 19.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 19.1 or as to the appropriateness of the professional body then such question may be referred by any of the parties to this Deed to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on the parties to this Deed in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 19.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation.

19.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.

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

20 Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and the parties to this Deed submit to the non-exclusive jurisdiction of the courts of England.

21 Delivery

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

22 Developer consent

The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Obligation Land shall be bound by the obligations contained in this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it becomes the registered proprietor of the freehold or leasehold interest in the Obligation Land or any part of it in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

Schedule 1 Site and Obligation Land

The Site

Land off Leicester Road Markfield Leicestershire being the application site for the Application (HBC) and Application (LPA) for the purposes of identification only edged red on Plan 1.

The Obligation Land

Land off Leicester Road Markfield Leicestershire being the land comprised in title number LT223335 registered at the Land Registry with title absolute and shown for the purposes of identification only edged red on Plan 2.

Schedule 2 The Owner's covenants with the Council in respect of the Obligation Land

The Owner hereby covenants with the Council to bind its interest in the Obligation Land as follows:

Part 1. NOTIFICATIONS

- 1 To give the Council no less than 5 (five) Working Days' notice of the following:
 - 1.1 Commencement of Development; and
 - 1.2 first Occupation of the Development.

Part 2. FINANCIAL CONTRIBUTIONS

- 2 To pay the Healthcare Contribution to the Council:
 - 2.1 prior to the Occupation of the Development; and
 - 2.2 not permit Occupation of the Development until the Healthcare Contribution is paid to the Council in full.
- 3 To pay the Council the National Forest Contribution:
 - 3.1 prior to the Occupation of the Development; and
 - 3.2 not permit Occupation of the Development until the National Forest Contribution is paid to the Council in full.

Part 3 BIODIVERSITY MITIGATION

Part A – Obligations in respect of the Obligation Land

The Owner covenants as follows with the Council in respect of the Obligation Land (and the Council covenants with the Owner where indicated):

- 1.1 to agree in writing the Habitat Management and Monitoring Plan prior to Commencement of Development (with the Council acting reasonably and without delay and for the avoidance of doubt the Council shall provide a preliminary response within 40 Working Days or such longer period as may be agreed in writing between the Owner and the Council and if there are any outstanding issues after such period then the matter shall be referred for determination pursuant to the terms of clause 19);
- 1.2 pursuant to paragraph 1.1 above if the Council raises additional questions or requests further information as part of its preliminary response the Owner (acting

reasonably and without delay) shall have 40 days from the date of the request to provide an answer to the question or provide the additional information

- 1.3 to pay to the Council the Habitat Management and Monitoring Plan Monitoring Fee prior to the first Occupation of the Development;
- 1.4 unless otherwise agreed with the Council, not to Commence the Development until the Habitat Management and Monitoring Plan has been approved by the Council (with the Council acting reasonably and without delay and for the avoidance of doubt the Council shall provide a preliminary response within 40 Working Days or such longer period as may be agreed in writing between the Owner and the Council);
- 1.5 to implement the approved Habitat Monitoring and Management Plan on the Obligation Land and to complete the Habitat Creation and Enhancement Works within the timetable specified within the approved Habitat Monitoring and Management Plan
- 1.6 to serve the Completion Notice upon the Council when the Habitat Creation and Enhancement Works have been completed
- 1.7 not to Occupy the Development until a Habitat Obligation Land Manager has been appointed (the identity of such Habitat Obligation Land Manager to be previously approved by the Council in writing within 7 Working Days of being made aware of the proposed appointment of the Habitat Obligation Land Manager by the Owner and the Council should be notified of any replacement or successor to the Habitat Obligation Land Manager, such replacements or successors to also be approved by the Council prior to their appointment)
- 1.8 to manage and maintain that part of the Obligation Land on which Habitat Creation and Enhancement Works have taken place in accordance with the Habitat Management and Monitoring Plan and for a period of thirty (30) years from the date of the Completion Notice
- 1.9 to allow access to such parts of the Obligation Land as identified within the Habitat Management and Monitoring Plan on which Habitat Creation and Enhancement Works have taken place, on providing 5 clear Working Days' notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the Habitat Monitoring and Management Plan and this Deed
- 1.10 to submit the first Inspection and Monitoring Report to the Council on the first anniversary of the service of the Completion Notice, the second anniversary of the service of the Completion Notice and the fifth anniversary of the service of the Completion Notice then at five yearly intervals thereafter until the Obligation Land is no longer being managed and maintained in accordance with paragraph 1.7 of this Part A above

- 1.11 if the Council (acting reasonably) is not satisfied that the obligations within Part A of this Schedule of this Deed and the approved Habitat Monitoring and Management Plan are being complied with, they shall serve a Breach Notice upon the Owner, provided always that the Council shall have first discussed any such concerns with the Owner and given the Owner a period of 45 Working Days within which to investigate, respond to and/or remedy any alleged breach prior to the service of any Breach Notice by the Council
- 1.12 upon receipt of a Breach Notice, the Owner shall within 30 Working Days notify the Council whether they accept or dispute the Breach Notice. Where all or part of the Breach Notice is disputed, the Owner shall provide their representations to the Council within the same 30 Working Days period which the Council shall take into account
- 1.13 within 30 Working Days of receiving the Owner's representations, the Council shall notify the Owner whether the Breach Notice remains as served pursuant to paragraph 1.10 of Part A of this Schedule, the Breach Notice is withdrawn or an amended Breach Notice is served
- 1.14 if the Council confirms the Breach Notice remains as previously served or an amended Breach Notice is served pursuant to paragraph 1.12 of Part A of this Schedule and the Owner still disputes the Breach Notice, the dispute provisions within clause 19 shall apply
- 1.15 if the Owner accepts the Breach Notice and the Owner does not comply with the Breach Notice within the timescale set out within it, the Council may enter those part of the Obligation Land where the Habitat Creation and Enhancement Works have taken place giving 5 Working Days' prior written notice and carry out the remedial works specified within the Breach Notice and recover the reasonable costs of doing so from the Owner as a contractual debt
- 1.16 if at any time after the Council have served a Breach Notice and the Owner has not complied with an accepted Breach Notice the Council acting reasonably considers that there has been a fundamental breach of Part A of this Schedule to this Deed and the approved Habitat Monitoring and Management Plan which has resulted in the habitat destruction or habitat failure of one or more of the On Site Biodiversity Units (and for the avoidance of doubt this shall not be deemed to have arisen where the Habitat Monitoring and Management Plan has been fully complied with), the Council may serve a Fundamental Breach Notice upon the Owner and shall notify the Owner of the quantity and type of On Site Biodiversity Units which need to be replaced and the Owner shall either (at the Owner's election and discretion) (i) source alternative off-site units by way of replacement and provide evidence to the Council that such alternative off-site units have been secured and allocated to the Development, or (ii) the Owner shall be required to pay to the Council within 20 Working Days of such notification a reasonable sum of money which the Council reasonably considers is necessary to provide replacement off-site units on land owned by the Council of an equivalent type of those lost or to fund long

term conservation projects within the Council's administrative area which will deliver biodiversity gain

- 1.17 where the Owner disputes the Council's notification of a fundamental breach or disputes the Council's proposed sum pursuant to paragraph 1.15 of Part A of this Schedule, the dispute provisions within clause 19 shall apply
- 1.18 in the event that the Owner makes any Disposition of those parts of the Obligation Land on which Habitat Creation and Enhancement Works have taken place to give written notice to the Council. Such notice is to include full details of the transferee's full name and usual address or registered office addresses, if a company, together with the area of the Obligation Land purchased or leased by reference to a plan.
- 1.19 The Owner shall not be liable for breaching any obligation within this Schedule as a result of a Force Majeure Event

Part B – Off Site Biodiversity Units

- 1. The Owner shall procure the Off Site Biodiversity Credits from the Habitat Bank or an accredited equivalent (including any central Government schemes) and provide written evidence of the purchase of the Off Site Biodiversity Credits to the Council prior to the Commencement of Development.

Schedule 3 The Owner's covenants with the County Council in respect of the Obligation Land

1. Travel Plan

- 1.1 The Owner covenants with the County Council not to Occupy the Development without having first appointed a suitably qualified Travel Plan Co-ordinator(s) to be responsible for the implementation of the measures within the Travel Plan for a period of 5 (five) years from first Occupation of the Development.
- 1.2 The Owner covenants with the County Council to ensure that the Travel Plan co-ordinator(s) is identified to the County Council immediately following their nomination and that any changes in this nomination or responsibilities or duties are notified to the County Council.
- 1.3 The Owner covenants with the County Council to implement the Travel Plan in accordance with the proposals, targets, measures and programme of implementation set out within it.
- 1.4 The Owner covenants with the County Council to pay the Travel Plan Monitoring Fee to the County Council prior to Occupation of the Development and not to Occupy the Development until the Travel Plan Monitoring Fee has been paid to the County Council.

2 Travel Packs and Bus Passes

- 2.1 The Owner covenants with the County Council that prior to Commencement of Development the Owner shall elect in writing to the County Council to EITHER:
 - 2.1.1 pay the Travel Pack Contribution to the County Council prior to first Occupation of the Development and not to Occupy the Development until the Travel Pack Contribution has been paid to the County Council;
 or
 - 2.1.2 deliver one Travel Pack (having submitted it in draft form to the County Council prior to Commencement of Development and had it approved in writing by the County Council accordingly) directly to each Employee AND comply with paragraph 2.3 below.
- 2.2 In the event that the Owner elects to pay the Travel Pack Contribution to the County Council pursuant to paragraph 2.1.1 above, or is obliged to pay the Travel Pack Contribution to the County Council pursuant to paragraph 2.3.2 above, then the Owner covenants with the County Council as follows:
 - 2.2.1 to pay to the County Council the Travel Pack Contribution prior to Occupation of the Development;
 - 2.2.2 to pay to the County Council the Bus Pass Contribution in the following instalments:

- 2.2.2.1 25% of the Bus Pass Contribution prior to the first Occupation of the Development;
 - 2.2.2.2 upon all monies paid pursuant to paragraph 2.2.2.1 above having been spent by the County Council within thirty (30) days of receipt of a written request from the County Council to pay to the County Council a further 25% of the Bus Pass Contribution;
 - 2.2.2.3 upon all monies paid pursuant to paragraph 2.2.2.2 above having been spent by the County Council within thirty (30) days of receipt of a written request from the County Council to pay to the County Council a further 25% of the Bus Pass Contribution; and
 - 2.2.2.4 upon all monies paid pursuant to paragraph 2.2.2.3 above having been spent by the County Council within thirty (30) days of receipt of a written request from the County Council to pay to the County Council the remaining 25% of the Bus Pass Contribution;
- 2.3 In the event that the Owner elects to provide the Travel Packs itself pursuant to paragraph 2.1.2 above then the Owner covenants with the County Council as follows:
- 2.3.1 to submit a sample Travel Pack to the County Council together with the County Council's administration fee of FIVE HUNDRED POUNDS (£500.00) for approval in writing and not to allow Occupation of the Development until such approval has been given (such approval not to be unreasonably withheld or delayed).
 - 2.3.2 to deliver one Travel Pack directly to each Employee and FOR THE AVOIDANCE OF DOUBT if the County Council has not approved the Travel Pack prior to first Occupation of the Development then the Owner shall pay the Travel Pack Contribution to the County Council prior to first Occupation of the Development and the provisions of paragraph 2.2 shall instead apply.
 - 2.3.3 where an Employee submits a valid application form for a Bus Pass to promptly supply that Employee with a Bus Pass.
 - 2.3.4 to supply to the County Council at the following intervals details of the Travel Packs and Bus Passes supplied to the Employees within the preceding 6 (six) month period:
 - 2.3.4.16 (six) months following first Occupation of the Development; and
 - 2.3.4.2 12 (twelve) months following first Occupation of the Development.

Part 2. NOTIFICATIONS

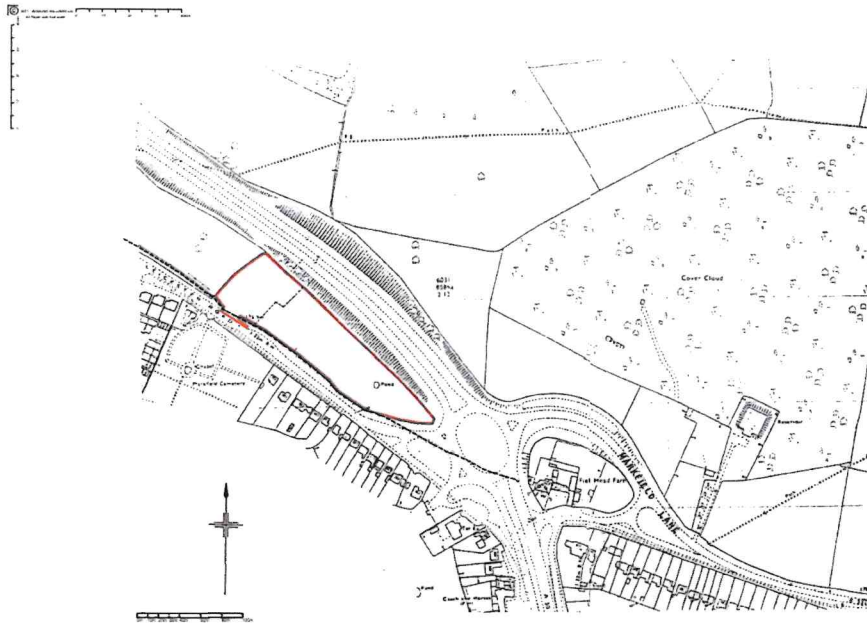
- 1 To give the County Council no less than 5 (five) Working Days' notice of the following:
 - 1.1 Commencement of Development; and
 - 1.2 Occupation of the Development.

Part 3. COUNTY COUNCIL MONITORING COSTS CONTRIBUTION

- 2 To pay the County Council Monitoring Costs Contribution to the County Council prior to Occupation of the Development and not to Occupy the Development until the County Council Monitoring Costs Contribution has been paid to the County Council.

Appendix 1

Plan 1



J. A. Poca
DRAWING STATUS
PLANNING APPLICATION

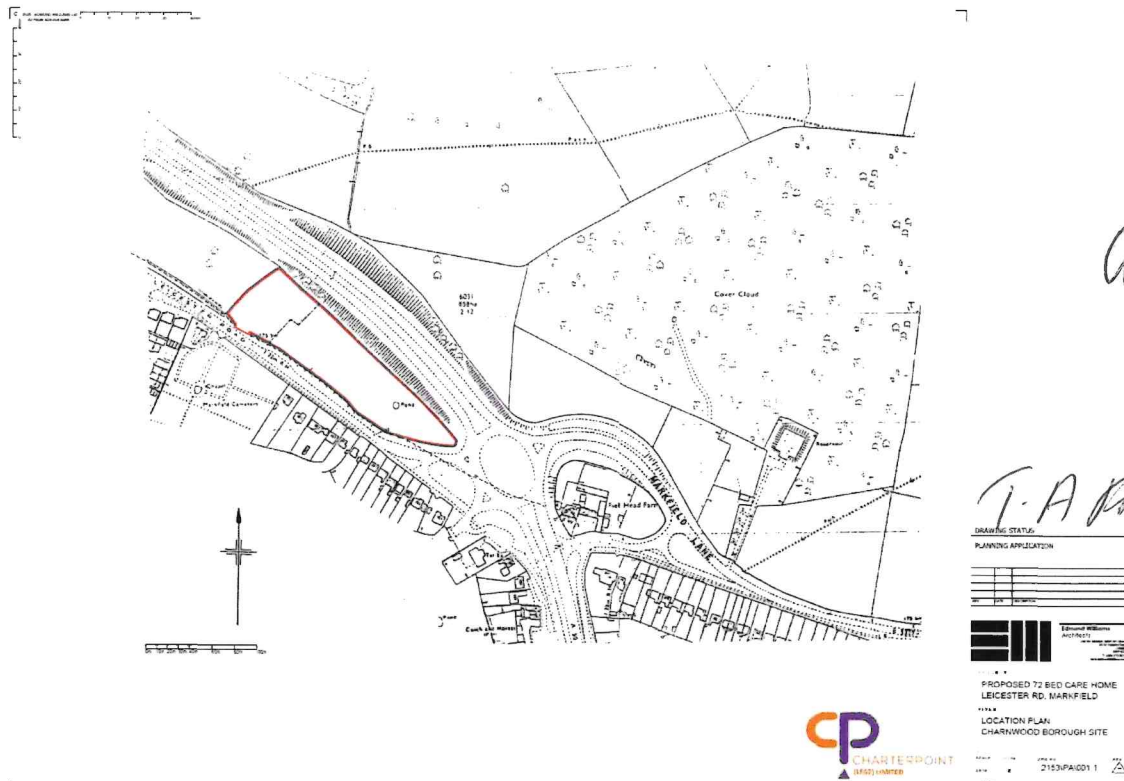
NO.	REVISION	DATE

PROPOSED 72 BED CARE HOME
LEICESTER RD, MARKFIELD
11111
LOCATION PLAN

Robert Jeffs

2025-26-132
[Signature]

Appendix 2 Plan 2



GAN

T. A. Woods

P. J. S. S.



2025-26-132

WJ

SIGNED as a DEED by

THELMA ANITA FRANKS in the

presence of:

T. A. Franks.

Witness' Signature: 

Witness' Name: Y/Marz Özgen

JOSIAH HIND
33 Leicester Road
Blaby

Witness' Address: Leics. LE8 4G7

EXECUTED as a DEED by

Charterpoint (LE67) Limited

acting by a director in the presence of:


Director

Witness' Signature: Stephanie Gozney

Witness' Name: STEPHANIE GOZNEY

Witness' Address:

Freeths LLP
Cumberland Court
80 Mount Street
Nottingham NG1 6HH

**THE COMMON SEAL of
LEICESTERSHIRE COUNTY COUNCIL**

was hereunto affixed in the presence of:



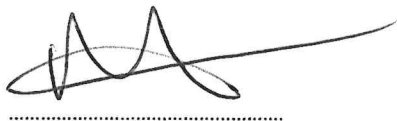
Authorised Signatory



418630

**THE COMMON SEAL of
CHARNWOOD BOROUGH COUNCIL**

was affixed in the presence of:


.....

Authorised Signatory



2025-26-132