

DATED

2025

(1) M.T.S (STORAGE & DISTRIBUTION) LTD

and

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

and

(3) LEICESTERSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at Cliffe Lane
Markfield Leicestershire

Planning application reference 23/01090/OUT

Hinckley and Bosworth Borough Council

Legal Services

The Hub

Rugby Road

Hinckley

THIS AGREEMENT by way of deed is made the day of

Two Thousand and Twenty-Five

BETWEEN:

1. **M.T.S (STORAGE & DISTRIBUTION) LTD** (company number: 01978790) of Unit 5 Interlink Way East Bardon Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1LA (“the Owner”)
2. **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR (“the Borough Council”)
3. **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA (“the County Council”).

RECITALS:

- A. The Borough Council is the local planning authority for the purposes of the Act for the Borough of Hinckley and Bosworth within which the Application Land is situated.
- B. The County Council is also a local planning authority for the purposes of the Act and the local highway authority for the purposes of the Highways Act 1980 for the area in which the Application Land is situated.
- C. The Owner is the freehold owner of the Application Land registered at HM Land Registry with title absolute under title number LT176381.
- D. The Planning Application was made to the Borough Council by the Owner for Planning Permission for the Development as described in the Planning Application.
- E. The Owner agrees to enter into this Agreement with the intent that its interest in the Application Land shall be subject to the covenants and obligations entered into by it and with the intention that the covenants and obligations entered into by them should create planning obligations pursuant to Section 106 of the Act in the manner hereinafter appearing.
- F. The parties to this Agreement have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraph 57 of the NPPF and agree that the planning obligations contained within this Agreement are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings:

“The Act”	means the Town and Country Planning Act 1990 (as amended)
“Application Land”	means the land registered with title number LT176381 and being land at Cliffe Lane Markfield Leicestershire shown edged red on the Plan
“Base Rate”	means the base lending rate from time to time of HSBC Bank PLC or if that base rate ceases to be used or published a comparable commercial lending rate reasonably determined by the Borough Council
“Base Index Date”	means the date of this Agreement
“Base Index Figure”	means the figure published in respect of the Index immediately prior to the Base Index Date
“Bus Pass”	means a 6 month bus pass for to allow the use of buses servicing the local bus routes network within the vicinity of the Application Land
“Bus Pass Contribution”	means the maximum sum of £xx (Index Linked) based on a sum of £605 (Six Hundred and Five Pounds) (Index Linked) per Bus Pass payable by the Owner to the County Council if the Owner is not to provide the Bus Passes directly to the Eligible Employees
“Commencement of Development”	means the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56 (4) of the Act none of the following operations shall constitute a material

operation for the purposes of constituting
Commencement of Development

- i. trial holes or other operations to establish the ground conditions of the Application Land site survey work or works of remediation
- ii archaeological investigations on the Application Land
- iii any works of demolition or site clearance
- iv any structural planting or landscaping works
- v. ecological or nature conservation works and surveys associated with the Development
- vi. construction of site compounds cabins boundary fencing or hoardings or any temporary means of enclosure
- vii. temporary display of site notices or advertisements;
- viii. construction of access or highway works and any associated diversion or laying of services;
- viv. construction of balancing ponds associated with the Development;
- vix. any other preparatory works agreed in writing with the Borough Council

“County Council Monitoring Costs” means the sum of £300.00 (Three Hundred Pounds) or 0.5% of the value of each financial contribution (whichever is the greater amount) due to the County Council under this Agreement payable towards the County Council’s costs of monitoring compliance with the obligations contained within this Deed;

“Default Interest Rate” means a rate 4% above Base Rate

"Development"	means the development described in the Planning Application and to be carried out pursuant to the Planning Permission
"Eligible Employee"	means an employee of any Unit on the Development who commences employment within six months of the first Occupation of that Unit
"Highway Contribution"	means the sum of £55,907.02 (Fifty-Five Thousand Nine Hundred and Seven Pounds and Two Pence) (Index Linked) payable to the County Council in accordance with Schedule 1 towards improvements to the wider highway network in Coalville
"Index"	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 of discontinuance any replacement thereof or such alternative index as may be proposed by the Owner and agreed by the Borough Council;
"Index Linked"	means each contribution where necessary shall be increased by such sum, in pounds sterling, as shall be equal to the sum calculated according to the following formula:- $\text{Increased Sum} = \frac{A \times C}{B}$ Where: "A" equals Contributions or each contribution payable under this Agreement as necessary "B" equals the Base Index Figure "C" equals the Final Index Figure If after the Base Index Date there should be any increase in the Base Index Figure by reference to which changes in the Index are calculated, the

figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made

“Management Company”

means a company which may be nominated or established by the Owner for the long term management of the National Forest Planting Site in accordance with Schedule 2 pursuant to this Deed, such Management Company to appoint as a minimum, a suitably qualified company secretary and to be established in accordance with the Companies Act 2006.

“National Forest Planting Provisions”

means providing either:

- (a) an area of 1.17 hectares which shall be planted up on the National Forest Planting Site to form part of the National Forest in accordance with the National Forest Planting Scheme and Schedule 2 of this Deed (“On-Site National Forest Planting”); or
- (b) the sum of £35,000.00 (thirty-five thousand pounds) per hectare paid by the Owner to the Borough Council towards the cost of tree planting off-site to form part of the National Forest (“National Forest Contribution”); or
- (c) a combination of (a) and (b) above with payment in lieu of any shortfall of on-site planting below 1.17 hectares pursuant to (a) above to be paid by the Owner to the Borough Council in the sum of £35,000.00 (thirty-five thousand pounds) per hectare (rounded up to the nearest 0.1 hectare) (“Combined National Forest Planting”).

“National Forest Planting Scheme”

a scheme for the provision of woodland planting and landscaping on the National Forest Planting

Site, the trees and woodland planting to be in accordance with an agreed specification and the scheme to include a timetable for implementation of the National Forest Planting Site to be submitted by the Owner to the Borough Council in accordance with Schedule 2.

“National Forest Planting Site”

the area within the Site which is to be identified and agreed by the Owner and the Borough Council for On-Site National Forest Planting in accordance with the National Forest Planting Scheme.

“NPPF”

means the National Planning Policy Framework published by The Ministry of Housing Communities and Local Government in December 2024 or any successor provisions which may be introduced from time to time including for the avoidance of doubt changes in policy or legislative changes

“Occupation”

means occupation of a Unit for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **“Occupy”**, **“Occupied”**, and **“Occupier”** shall be construed accordingly;

“Plan”

means the plan attached at Appendix 1 being drawing number 2023-775-P-03 and titled Location Plan

“Planning Application”

means the planning application submitted to the Borough Council and allocated reference number 23/01090/OUT applying for outline planning permission for the construction of employment units (Use Classes E(g)(i), E(g)(ii), B2 and B8) (all matters reserved except for access)

“Planning Permission”

the planning permission for the Development issued pursuant to determination of the Application

“Travel Pack”	means a pack of information to inform all Eligible Employees at the Development of the sustainable travel choices in the surrounding area of the Application Land including incentives to encourage changes in travel behaviour towards the greater use of sustainable travel modes which shall include a Bus Pass application form
“Travel Pack Administration Fee”	a fee of £500 to be paid by the Owner to the County Council towards the costs of the County Council reviewing and approving the Travel Pack produced by the Owner
“Travel Pack Contribution”	means the maximum sum of £ based on a sum of £52.85 per Travel Pack for the provision of Travel Packs if the Owner of the Application Land is not to provide the Travel Packs directly to the Eligible Employees
“Travel Plan”	means any travel plan for the Application Land required by a condition of the Planning Permission
“Travel Plan Monitoring Contribution”	means the sum of £11,337,50 (eleven thousand three hundred and thirty-seven pounds and 50 pence) payable by the Owner to the County Council towards monitoring the provisions of the Travel Plan
“Unit”	means an employment unit constructed or created pursuant to the Planning Permission intended for Occupation
“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;

- 1.1 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa.

- 1.2 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.
- 1.3 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.
- 1.4 Where in this Agreement reference is made to a Clause Schedule or Plan such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of or in the case of a Plan attached to this Agreement.
- 1.5 Obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally.
- 1.6 Covenants made hereunder:
- 1.6.1. on the part of the Borough Council shall be enforceable against the Borough Council and any statutory successor to it as planning authority;
 - 1.6.2. on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as County Council; and
 - 1.6.3. the expression “the Owner” shall where the context so admits include its respective successors and assigns.

2. Statutory Authority

- 2.1 This Agreement 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 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and in the case of those obligations set out in the Schedules are enforceable by the Borough Council and the County Council subject to the limitations conditions and exceptions set out in this Agreement.
- 2.3 This Agreement is a local land charge and shall be registered as such by the Borough Council.

3. Liability

- 3.1 The covenants given by the Owner in this Agreement are given with with the intent that the obligations hereunder will bind the Application Land and be binding on and enforceable against not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site save as expressly provided otherwise in this Agreement.
- 3.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement occurring after it shall have parted with its interest in the Site or any part of the Site in respect of which any breach, non-performance or non-observance occurs 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 right (as the case may be) to require that such prior breach, non-performance or non-observance be remedied after that person has parted with its interest in the Application Land.
- 3.3 No statutory undertaker whose only interest in the Application Land consists of apparatus owned pursuant to their statutory undertaking shall be bound by the covenants and obligations contained in this Agreement.

4. Contingencies

- 4.1 Save for the provisions of Clause 5.1 (Commencement of Development) Clause 10.1 (Exclusion of Third Party Rights) Clause 15 (Legal Costs) and Clause 17 (Jurisdiction) which shall come into effect on the date hereof the provisions of this Agreement shall come into effect only on the date on which both of the following have taken place:
- a.) the grant of the Planning Permission; and
 - b.) the Commencement of Development.
- 4.2 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to the rights of any party against the other parties in respect of any antecedent breach) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to Commencement of Development any entry referring to this Agreement in the local land charges register shall be removed forthwith.
- 4.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or

unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

5. Commencement of Development

The Owner shall give the Borough Council seven (7) days' notice in advance of the Commencement of Development and shall send a copy of such notice to the Planning Obligations Team Manager at the County Council.

6. Dispute Provisions

- 6.1 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference 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 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 in equal shares.
- 6.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 6.1 or as to the appropriateness of the professional body then such question may be referred by either party 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 all parties 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 in equal shares.
- 6.3 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.
- 6.4 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.

- 6.5 The provisions of this clause shall not affect the ability of the Borough Council and/or the 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 Agreement and consequential and interim orders and relief.

7. Time Periods

It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner and the Borough Council and/or the County Council (as the case may be) SAVE THAT any party to this Agreement who requires time to be of the essence in any period extended shall serve notice on any other relevant party stating that time is of the essence in relation to any time period so extended.

8. Approvals

For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall not be unreasonably withheld or delayed and shall be deemed to have not been given or expressed unless given or expressed in writing.

9. Notices

- 9.1 The notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing.
- 9.2 Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting.

10. Exclusion of the Contracts (Rights of Third Parties) Act 1999

Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

11. Application of this Agreement

In the event that the Borough Council shall at any time hereafter grant a planning permission pursuant to an application under Section 73 and or Section 73B of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Agreement to the Planning Application Planning Permission and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly so that the planning obligations in this Agreement shall apply to development under such subsequent planning permissions save where the Borough Council in its consideration of such an application for the new planning permission indicates that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and/or section 73B application and in such circumstances a separate deed pursuant to section 106A of the Act will be required to secure relevant planning obligations relating to the new planning permission.

12. No Fetter of Discretion

Save as permitted by law or in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Borough Council and the County Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the Borough Council and/or the County Council were not a party to this Agreement.

13. Effect of any Waiver

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

14. General Requirements to Co-operate

Without prejudice to its/their statutory duties the Borough Council the County Council and the Owner shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified.

15. Legal Costs

15.1 The Owner shall pay to the Borough Council on execution of this Agreement their reasonable legal costs incurred in the negotiation, preparation and execution of this Agreement.

15.2 The Owner shall pay to the County Council on execution of this Agreement their reasonable legal costs incurred in the negotiation, preparation and execution of this Agreement.

16. Interest on Late Payment

If any sum or amount is not paid to the Borough Council and/or to the County Council by the date it is due the Owner shall pay to the Borough Council or to the County Council as applicable the interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from but excluding the due date to and including the day of payment.

17. Jurisdiction

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

18. Obligations of the Owner, Borough Council and County Council

18.1 The Owner covenants with the Borough Council as set out in Schedule 2

18.2 The Owner covenants with the County Council as set out in Schedule 1

18.3 The Borough Council covenants with the Owner as set out in Schedule 4

18.4 The County Council covenants with the Owner as set out in Schedule 3

SCHEDULE 1

The Owner's Covenants with the County Council

The Owner hereby covenants with the County Council as follows:

1. HIGHWAY CONTRIBUTION

- 1.1 To pay the Highway Contribution in full prior to first Occupation.
- 1.2 Not to Occupy the Development until the Highway Contribution has been paid to the County Council in full.

2. BUS PASSES AND TRAVEL PACKS

- 2.1 Prior to the Commencement of Development to elect either to pay the Travel Pack Contribution and the Bus Pass Contribution or to provide the Travel Packs and Bus Passes directly to Eligible Employees and the Owner will serve written notice of its decision on the County Council AND FOR THE AVOIDANCE OF DOUBT if the Owner elects to provide the Travel Packs directly to Eligible Employees they will also provide the Bus Passes directly to the Eligible Employees.
- 2.2 Where pursuant to paragraph 2.1 above the Owner elects to provide the Travel Packs to provide a sample Travel Pack to the County Council for approval together with the Travel Pack Administration Fee and following approval (which shall not be unreasonably withheld or delayed) to provide a Travel Pack to each Eligible Employee.
- 2.3 Where pursuant to paragraph 2.1 above the Owner elects to pay the Travel Pack Contribution not to Occupy or permit the Occupation of any Unit until the Owner has paid the Travel Pack Contribution Index Linked in full to the County Council SAVE THAT the Travel Pack Contribution may with the agreement of the County Council be paid in instalments to reflect the phased take up of Units.
- 2.4 Where pursuant to paragraph 2.1 above the Owner elects to provide the Bus Passes directly to provide a Bus Pass to each Eligible Employee who applies using the form provided in the Travel Pack within the first 6 months of the start of their employment.
- 2.5 Where pursuant to paragraph 2.1 above the Owner elects to pay the Bus Pass Contribution:

2.5.1 Not to Occupy or allow the Occupation of the Development unless and until 20% of the Bus Pass Contribution Index Linked has been paid to the County Council;

2.5.2 to pay a further 20% of the Bus Pass Contribution Index Linked to the County Council within 30 days of receipt of notification from the County Council that all of the Bus Pass Contribution paid pursuant to paragraph 2.5.1 hereof has been expended by it for the purpose of providing Bus Passes to Eligible Employees and that the next tranche of the Bus Pass Contribution is required to enable it to provide Bus Passes to Eligible Employees;

2.5.3 to pay a further 20% of the Bus Pass Contribution Index Linked to the County Council within 30 days of receipt of notification from the County Council that all of the Bus Pass Contribution paid pursuant to paragraph 2.5.2 hereof has been expended by it for the purpose of providing Bus Passes Eligible Employees and that the next tranche of the Bus Pass Contribution is required to enable it to provide Bus Passes to Eligible Employees; and

2.5.4 to pay a further 20% of the Bus Pass Contribution Index Linked to the County Council within 30 days of receipt of notification from the County Council that all of the Bus Pass Contribution paid pursuant to paragraph 2.5.3 hereof has been expended by it for the purpose of providing Bus Passes to Eligible Employees and that the next tranche of the Bus Pass Contribution is required to enable it to provide Bus Passes to Eligible Employees; and

2.5.5 to pay the remaining 20% of the Bus Pass Contribution Index Linked to the County Council within 30 days of receipt of notification from the County Council that all of the Bus Pass Contribution paid pursuant to paragraph 2.5.4 hereof has been expended by it for the purpose of providing Bus Passes to Eligible Employees and that the next tranche of the Bus Pass Contribution is required to enable it to provide Bus Passes to Eligible Employees.

2.6 To supply to the County Council at six (6) monthly intervals details of the Travel Packs and Bus Passes supplied (if supplied by the Owner) to Eligible Employees within the preceding six (6) months period commencing six (6) months after the first Occupation of the first Unit and ending twelve (12) months after the final Unit is first Occupied.

3. TRAVEL PLAN MONITORING CONTRIBUTION

To pay the Travel Plan Monitoring Contribution to the County Council prior to the first Occupation of the first Unit

4. TRAVEL PLAN CO-ORDINATOR

5. COUNTY COUNCIL MONITORING COSTS

To pay the County Council Monitoring Costs to the County Council prior to Occupation of the first Unit

SCHEDULE 2

The Owner's Covenants with the Borough Council

The Owner hereby covenants with the Borough Council as follows:

NATIONAL FOREST PLANTING

1. In accordance with the National Forest Planting Provisions should the Owner elect before the Commencement of Development to provide On-Site National Forest Planting instead of a National Forest Contribution or Combined National Forest Planting the Owner covenants:
 - 1.1 not to Commence Development unless and until the National Forest Planting Scheme has been submitted to and first approved in writing by the Borough Council;
 - 1.2 once approved pursuant to paragraph 1.1 above not to amend the approved National Forest Planting Scheme without the prior further written approval of the Borough Council.
 - 1.3 to lay out and plant the National Forest Planting Site in accordance with the approved National Forest Planting Scheme;
 - 1.4 pursuant to paragraph 2.3 above to serve written notice on the Borough Council confirming that the National Forest Planting Site has been laid out in accordance with the National Forest Planting Scheme and awaiting written notification from the Borough Council confirming that the National Forest Planting Scheme has been satisfactorily laid out and landscaped in accordance with the National Forest Planting Scheme or written notice detailing any additional works which are required to be undertaken by the Owner, such works to be completed by the Owner within the next appropriate planting season as agreed in writing between the Borough Council and the Owner. This procedure shall be repeated until the Borough Council certifies in writing that the laying out of the National Forest Planting Site has been completed to the satisfaction of the Borough Council.
 - 1.5 following completion of the On-Site National Forest Planting on the National Forest Planting Site pursuant to paragraph 1.4 above, within twenty-eight (28) Working Days of written notification by the Borough Council certifying that the National Forest Planting

Site has been landscaped and is complete to its reasonable satisfaction, to offer to transfer the National Forest Planting site for £1.00 consideration (unless otherwise agreed in writing with the Borough Council) to:

1.5.1 the Parish Council for the area in which the National Forest Planting Site is located; or

1.5.2 the Management Company

who shall thereafter maintain the National Forest Planting Site in accordance with the National Forest Planting Scheme.

1.6 to serve notice on the Borough Council within seven (7) Working Days of the transfer of the National Forest Planting Site identifying the transferee's name and registered address.

1.7 to ensure that the transfer contains covenants:

1.7.1 that there is full and unfettered public access including for people with disabilities to the National Forest Planting Site once the On-Site national Forest Planting has been completed to the reasonable satisfaction of the Borough Council; and

1.7.2 not to construct on the National Forest Planting Site any buildings or structures of any kind save as may be provided for in the National Forest Planting Site unless otherwise agreed in writing with the Borough Council.

1.8 upon transfer to the Management Company or the Parish Council (as the case may be) of the National Forest Planting Site to pay the transferee the sum agreed between the transferor and the transferee for the future costs of maintenance;

1.9 upon a transfer of the National Forest Planting Site to the Management Company or the Parish Council the Owner will place an obligation within the transfer for the Management Company or the Parish Council (as the case may be) to maintain the National Forest Planting Site in accordance with the National Forest Planting Scheme;

1.10 until the National Forest Planting Site is transferred to the Management Company or the Parish Council, it shall be maintained by the Owner in accordance with the National Forest Planting Scheme.

2. In accordance with the National Forest Planting Provisions should the Owner before the Commencement of Development elect to provide a National Forest Contribution instead of On-Site National Forest Planting or Combined National Forest Planting the Owner covenants not to Commence or permit Commencement of the Development unless and until the National Forest Contribution has been paid by the Owner to the Borough Council.

3. In accordance with the National Forest Planting Provisions should the Owner elect to provide Combined National Forest Planting instead of On-Site National Forest Planting or a National Forest Contribution the Owner covenants:
 - 3.1 to comply with paragraphs 1.1 – 1.11 (inclusive) of this Schedule; and
 - 3.2 to pay the Borough Council prior to Commencement of Development the National Forest Contribution in lieu of any shortfall in national forest planting on-site below 1.17 hectares.

SCHEDULE 3

The County Council's Covenants with the Owner

The County Council hereby covenants with the Owner as follows:

1. To spend the Travel Plan Monitoring Contribution and the Travel Pack Contribution (if received) on the purpose for which each of them was paid to the County Council as herein specified.
2. In respect of the Bus Pass Contribution (if received):
 - 2.1 To apply the Bus Pass Contribution solely for the provision of Bus Passes to Eligible Employee(s) within the Units who complete and return the application forms in the Travel Packs within six (6) months of their first employment in a Unit
 - 2.2 Upon receipt of a written request to account in writing to the Owner commencing from the payment of the first tranche of the Bus Pass Contribution with full details of the number of Bus Passes issued
 - 2.3 At the end of a period of twelve (12) months after the notification of the Occupation of the final Unit to be constructed pursuant to the Planning Permission to repay to the Owner any unexpended portion of the Bus Pass Contribution
3. In respect of the Highways Contribution:
 - 3.1 To spend the Highways Contribution in accordance with the definition hereof and for no other purpose whatsoever

- 3.2 In the event that the Highway Contribution has not been expended or committed for expenditure on the purposes specified in this Deed within 10 (ten) years of receipt to repay to the Owner on receipt of written request any unexpended part of the Contribution with any such interest as has accrued thereon
4. The County Council shall within twenty eight (28) days of any reasonable written request provide to the Owner details of the expenditure of any of the Contributions paid to the County Council pursuant to this Deed;
5. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed and given to the County Council when satisfied that such obligations have been performed.

SCHEDULE 4

The Borough Council's Covenants with the Owner

The Borough Council hereby covenants with the Owner as follows:

1. To apply the National Forest Contribution in accordance with the definition hereof and for no other purpose whatsoever.
2. In the event that the National Forest Contribution payable to the Council under this Agreement has not been expended or committed on the purposes specified in this Agreement within 7 (seven) years of the receipt of the contribution the Council covenants with the Owner upon receipt of a written request to refund to the Owner such unexpended and/or uncommitted contribution.
3. The Borough Council covenants with the Owner to produce full details of the expenditure of all monies paid pursuant to the provisions of this Agreement which details shall be provided following receipt of a written request for the same from the Owner.
4. Upon the written request of the Owner to the Borough Council under this Agreement, to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

IN WITNESS whereof the parties hereto have executed this Agreement on the date first above written

EXECUTED as a **DEED** by
M.T.S (STORAGE & DISTRIBUTION) LTD

In the presence of: -

Signature of Witness

Name (in block capitals)

Address

THE COMMON SEAL OF
**THE COUNCIL OF THE BOROUGH OF
HINCKLEY AND BOSWORTH**

was hereunto affixed in the presence of: -

Authorised signatory

THE COMMON SEAL of **LEICESTERSHIRE
COUNTY COUNCIL** was hereunto
affixed in the presence of: -

Authorised Signatory

APPENDIX 1

Location Plan