

Dated _____ 2025

(1) NORTH WARWICKSHIRE BOROUGH COUNCIL

and

(2) WARWICKSHIRE COUNTY COUNCIL

and

**(3) JOHN LEWIS ENSOR, DAVID JAMES ENSOR, DUNCAN BROOMFIELD
PLESTER and TREVOR JOHN WELLS**

and

(4) GLYN RICHARD WILLIAMS and BRIAN REGINALD WILLIAMS

and

(5) HORIBA MIRA LIMITED

DEED OF AGREEMENT

made pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)

Application Reference: PAP/2022/0423

**Land to the south of
Watling Street, Caldecote, CV10 0TS**

THIS DEED OF AGREEMENT is made the day of 2025

BETWEEN:

- (1) **NORTH WARWICKSHIRE BOROUGH COUNCIL** of Council Offices, South Street, Atherstone, Warwickshire, CV9 1DE (the “**Council**”); and
- (2) **WARWICKSHIRE COUNTY COUNCIL** of Shire Hall, Market Place, Warwick CV34 4RL (the “**County Council**”); and
- (3) **JOHN LEWIS ENSOR** of Burton Fields Farm, Burton Fields, Hinckley LE10 3HA, **DAVID JAMES ENSOR** of Lodge Farm, Monks Kirby, Rugby CV23 0RH, **DUNCAN BROOMFIELD PLESTER** of 8 St. Johns Business Park, Lutterworth LE17 4HB, and **TREVOR JOHN WELLS** of The Old Bank, 14 Bank Street, Lutterworth LE17 4AG (the “**First Owner**”); and
- (4) **GLYN RICHARD WILLIAMS** of The Beeches, Caldecote Lane, Caldecote, Nuneaton CV10 0TN and **BRIAN REGINALD WILLIAMS** of Hill Farm, Fenn Lane, Fenny Drayton, Nuneaton CV13 6BJ (the “**Second Owner**”); and
- (5) **HORIBA MIRA LIMITED** (Company Registration No. 09626352) of Watling Street, Nuneaton, Warwickshire, England, CV10 0TU (the “**Developer**”).

RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Property is situated and by whom the obligations in this Deed are enforceable.
- (B) The County Council is the highways authority for the purposes of the Highways Act 1980 (as amended) and a local planning authority for the area within which the Property is located.
- (C) The First Owner is the registered proprietor of The Elms Farm, Caldecote, Nuneaton registered with freehold title absolute under title number WK407260.
- (D) The Second Owner is the registered proprietor of Land on the north side of Weddington Lane, Caldecote, Nuneaton registered with freehold title absolute under title number WK510832.
- (E) The Developer has an equitable interest in the Property by virtue of option agreements relating to the Property.

- (F) An application for outline planning permission was submitted to the Council and was registered under reference number PAP/2022/0423 for extension of MIRA Technology Park to comprise employment use (Class B2); associated office and service uses (Class Eg); storage (Class B8); new spine road; car parking, landscaping and enabling works.
- (G) The Council at its Planning Committee meeting on 9 June 2025 resolved to grant planning permission for the development of the Property in accordance with the Application but subject to the completion of this Deed.
- (H) The Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

1. Words and Expressions

In this Deed (including the recitals and schedules) the following words and expressions shall unless the context otherwise requires have the meanings ascribed to them below:

definitions

meanings

“1980 Act”

means the Highways Act 1980

“1990 Act”

means the Town and Country Planning Act 1990

“1999 Act”

means the Contracts (Rights of Third Parties) Act 1999

“Annex A”

means the annexure marked “Annex A” hereto

“Application”

means the planning application given the Council’s reference PAP/2022/0423 and validated by the Council on 15 September 2022 for development of the Property in the manner described in the application

“CIL Regulations”

means the Community Infrastructure Levy Regulations 2010

“Commencement of Development”

means the carrying out of a material operation pursuant to the Planning Permission in accordance with Section 56 of the 1990 Act but excluding for the purposes of this Deed and for no other purpose the following operations:

- (a) works of demolition;
- (b) excavation;
- (c) works of site clearance;
- (d) ground investigation and site survey work;
- (e) construction of boundary fencing or hoarding or other means of enclosure;
- (f) archaeological investigation;
- (g) works of decontamination or remediation, including removal of asbestos;
- (h) cable diversion and laying of services and construction of enabling utilities infrastructure;
- (i) erection of contractors work compound;
- (j) drainage infrastructure work;
- (k) landscaping;
- (l) the temporary display of site notices or advertisements; and
- (m) highways infrastructure works where carried out through a public funding initiative,

and **“Commence Development”** and **“Commenced Development”** shall be construed accordingly

“Commercial Unit”	means the commercial elements of the Development
“Deed”	means this deed of agreement
“Development”	means redevelopment of the Property pursuant to the Planning Permission
“Indexed”	means increased (if applicable) in accordance with the formula whereby the payment is multiplied by the fraction A divided by B (except where A is less than B) where B represents the value of the Index as at the date of this Deed and A represents the value of the same index as at the date the payment is due
“Index”	means in respect of the Public Transport Contribution and the TRO Contribution the Retail Prices Index or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the County Council may determine, acting reasonably
“Interest”	means interest at 4% above the base lending rate of the Bank of England from time to time
“Occupy, Occupation, Occupied” and cognate phrases	means first occupation (unless stated otherwise) of the Development or relevant part thereof for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or sales purposes or occupation in relation to staff training or security purposes, and “Occupation Date” shall be construed accordingly
“Occupier”	means any and all individuals or groups permitted to Occupy the relevant part of the Development
“Owner”	means the First Owner, the Second Owner and the Developer

“Parties”	means the Council, the County Council, and the Owner and “Party” shall be construed accordingly
“Payment”	means, collectively and singularly (as applicable): (i) Public Transport Contribution; and (iii) the TRO Contribution, as defined in Schedules 1 and 2 hereto
“Planning Permission”	means the planning permission to be granted for the Application and for the avoidance of doubt the phrase “Planning Permission” shall for the purposes of this Deed include any varied or different planning permission granted on an application under section 96A and/or section 73 of the 1990 Act relating to the Planning Permission including any variation or amendment of the same
“Practical Completion”	means the date certified in the relevant certificate of practical completion and where more than one such certificate is issued the date of Practical Completion shall be the date certified in the last certificate issued and “Practically Completed” , “Complete” , “Completion” and “Completed” shall be construed accordingly
“Property”	means the land against which this Deed may be enforced being all that property known as land to the south of Watling Street, Caldecote, CV10 0TS for the purposes of identification only shown [edged red] on the plan at Annex A hereto
“Retail Prices Index”	means the Retail Price Index All Items published monthly by the Office for National Statistics
“Working Day”	means any day apart from Saturday and Sunday, Christmas Day, Good Friday and any statutory bank holiday or public holiday in England.

2. Construction of this Deed

- 2.1. References to any party in this Deed shall include the successors in title to that party and to any person deriving title through or under that party unless otherwise provided in this Deed and in the case of the Council and the County Council the successor to their statutory functions.
- 2.2. Words importing the singular shall be construed as importing the plural and vice versa.
- 2.3. Words importing one gender shall be construed as importing any other gender and words denoting natural persons shall include companies corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4. References in this Deed to any statute includes any amendment modification extension consolidation or re-enactment of it 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.
- 2.5. Where reference is made to a clause, part, plan, paragraph, recital, appendix, or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, paragraph, recital, appendix, or schedule of (or in the case of plan attached to) this Deed.
- 2.6. Where in this Deed reference is made to any guidance, policy, plan, criteria, strategy or list then to the extent that this Deed requires compliance with any replacement guidance, policy, plan, criteria, strategy, or list, then this shall not require performance by the Owner pursuant to such guidance, policy, plan, criteria, strategy, or list of anything that is more onerous than the policy, guidance, plan, criteria, strategy, or list in force at the date hereof. Where a guidance, policy, plan, criteria, strategy, or list postdates the date of this Deed then the Owner may choose to comply with such later guidance, policy, plan, criteria, strategy, or list in its absolute discretion.
- 2.7. References in this Deed to officers of the Council, including the **“Chief Planning Officer”**, **“Head of Legal Services”**, and **“Chief Executive”**, or the County Council, including the **“Head of Strategic Planning & Regeneration”**, shall be taken to mean the person currently holding the said post, or any other officer or person properly exercising the authority of the said post for the time being.

- 2.8. Where in this Deed any obligation of a party is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the party fails to comply with the obligation within the time limit but without prejudice to any remedy of the enforcing party.
- 2.9. The headings in this Deed are for reference only and shall not affect construction.
- 2.10. Any approval declaration of satisfaction consent confirmation or agreement required under the terms of this Deed shall not be unreasonably withheld or delayed and save as otherwise stated in this Deed, where any consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council and/or the County Council as appropriate shall respond with its consent, approval, authorisation, agreement or other affirmation or (acting reasonably) provide comments and/or request for further information within twenty eight (28) Working Days or such period expressly set out within this Deed (or such period as may be otherwise agreed) of a request for the same or submission of a document for approval (as the case may be).

3. Legal Basis

- 3.1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of the obligations contained in it with intent to bind the Owner as provided for by this Deed.
- 3.2. Any covenants restrictions or requirements in this Deed falling within the provisions of Section 106 of the 1990 Act shall be deemed to be expressed to be planning obligations to which that said Section shall apply.

4. Conditionality

- 4.1. Save for the provisions of clauses 1-4 and 6-24 of this Deed which shall take effect immediately upon completion of this Deed, the obligations in this Deed are (unless otherwise specified) conditional upon:
- a) the grant of Planning Permission; and
 - b) Commencement of Development.

4.2. This Deed shall cease to have any effect (insofar only as it has not already been complied with) if the Planning Permission shall expire prior to Commencement of Development or be quashed or revoked or modified without the consent of the Owner.

4.3. If the circumstances in paragraph 4.2 transpire then the Council and/or the County Council as appropriate shall repay to the original payee any sum paid to the Council and/or the County Council as appropriate pursuant to this Deed insofar as the same has not been expended or committed for expenditure together with any Interest that may have been accrued thereon.

5. The Owner's Covenants

5.1. The Owner agrees undertakes and covenants with the Council and County Council as set out in Schedules 1-2 (inclusive) to this Deed.

5.2. The Developer agrees undertakes and covenants with the Council as set out in Schedule 3 to this Deed.

6. The Council's Covenants

6.1. The Council covenants with the Owner to issue the Planning Permission forthwith upon completion of this Deed.

6.2. The Council covenants with the Owner as set out in Schedule 4 to this Deed.

7. The County Council's Covenants

7.1. The County Council covenants with the Owner as set out in Schedule 5 to this Deed.

8. Indexation

All of the Payments to be made pursuant to this Deed shall be Indexed.

9. Local Land Charge

Save as provided for by this Deed the obligations contained in this Deed are intended to run with the Property and each and every part thereof and this Deed shall accordingly be registerable as a local land charge by the Council.

10. Notices

10.1. Any notices consents agreements approvals expressions of satisfaction or certificates required herein shall:

- a) be given in writing;
- b) if given on behalf of the Council shall be under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class recorded delivery post addressed to the Chief Planning Officer quoting PAP/2022/0423 or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed;
- c) if given on behalf of the County Council shall be under the hand of the Chief Executive of the County Council or other authorised officer of the County Council and shall be properly served if sent in the case of the County Council by first class recorded delivery post addressed to the Head of Strategic Planning & Regeneration quoting PAP/2022/0423 or such other officer as may be notified in writing from time to time by the County Council to the other parties to this Deed; and
- d) in the case of the Owner to be properly served if sent to their respective registered office at the address stated above or such other address or addressee as the Owner may notify to the other parties from time to time.

10.2. The Parties may agree alternative methods of service.

10.3. Any person giving notice on behalf of the Council and/or the County Council as appropriate shall be conclusively presumed to have authority to give such notice and to bind the Council and/or the County Council as appropriate in respect of the contents of the notice.

11. Release

No Party, including any trustee, mortgagee, chargee or receiver, shall be bound by any obligations contained in this Deed after they shall have parted with all interest in the Property or the part thereof in respect of which such breach occurs but without prejudice to liability for any subsisting breach prior to parting with such interest.

12. Change in Ownership

The Owner shall give the Council notice as soon as reasonably practicable of any change in ownership of any of its legal interests (excluding any reservation of a right or option, or agreement for lease, or inclusion of a covenant or restriction in any transfer of the Property, or the creation of any legal charge or mortgage) in the Property (save for any change in ownership of a Commercial Unit) occurring before all the obligations under this Deed have been satisfied (or in the case of on-going obligations occurring before such obligations have been first satisfied) such notice to give details of the transferee's full name and registered office (if applicable) together with details of the area of the Property or unit of occupation transferred and with reference to a plan and (when available) the Land Registry title number(s).

13. Dispute Provisions

- 13.1. In the event that there shall be any dispute between the Parties in respect of any matter arising under the terms of this Deed and which dispute the Parties are unable to resolve any of the Parties may refer the matter to an expert (being a person as described below) for determination.
- 13.2. The expert shall be a person with knowledge and expertise in the subject matter of the dispute and in the event that the Parties cannot agree the identity of the person to be appointed as expert pursuant to this clause 13 within fifteen (15) Working Days of one Party's notification to the other Parties of that Party's decision to refer the matter to an expert any of the Parties may seek nomination of an expert by the president for the time being of the appropriate professional body (whose nomination shall be binding on the Parties).
- 13.3. The costs of the expert shall be in the award of the expert and if not provided for by the expert shall be split equally between the Parties to the dispute.
- 13.4. The expert shall (save with the agreement of the Parties) be restricted to settling disputes.
- 13.5. The expert shall act as an expert and not as an arbitrator.
- 13.6. The decision of the expert (other than in the case of manifest, material error or fraud) shall be binding on the Parties.
- 13.7. The procedure for a reference to the expert shall be determined by the expert, but in any event it shall allow for the Parties to make written representations to

the expert, and for the Parties to be able to comment on each other's representations.

- 13.8. The expert is to use all reasonable endeavours to publish his decision within 30 (Thirty) Working Days of their appointment.
- 13.9. The provisions of this clause 13 do not apply in the case of any dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this Deed.
- 13.10. Nothing in this clause 13 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

14. Legal and Monitoring Costs

- 14.1 The Developer shall pay to the Council and the County Council on completion of this Deed the reasonable and proper legal costs of the Council and the County Council incurred in the negotiation and execution of this Deed.
- 14.2 The Developer shall pay to the County Council on completion of this Deed £550.00 (five hundred and fifty pounds) being the monitoring fee in connection with the County Council's costs incurred in the monitoring of this Deed.

15. Contracts (Rights of Third Parties) Act 1999

No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the 1999 Act and all third party rights as may be implied by law or deemed to be enforceable by the 1999 Act are hereby excluded to the fullest extent permitted by law save that for the avoidance of doubt the exclusion of the 1999 Act shall not prevent any successors in title to any of the parties to this Deed unless excluded from liability under this Deed from being able to benefit from or enforce any of the provisions of this Deed.

16. Future Development

Nothing in this Deed prohibits or limits the right to apply for future planning permission or to develop any part of the Property in accordance with a planning permission or deemed planning permission granted under permitted development rights (other than the Planning Permission) granted before or after the date of this Deed, whether or not pursuant to an appeal.

17. Discharge by Performance

- 17.1. Upon the performance discharge or other fulfilment of the obligations (or any of them) of the Owner under this Deed, such obligation shall absolutely cease and determine save in respect of any antecedent breach.
- 17.2. Following the performance and satisfaction of all the obligations contained within this Deed the Council shall affect the cancellation of all entries made in its register of local land charges in respect of this Deed.

18. Future Mortgages

The obligations under this Deed shall not be binding on any mortgagee, chargee or receiver unless and until in each case such party enters into possession of the Property or the part of the Property to which the obligation relates in which case such party will be bound by such obligations as if it were a person deriving title from the Owner.

19. Miscellaneous

- 19.1. Words in this Deed denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 19.2. Each Clause, sub-Clause, Schedule or Paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, sub-Clause, Schedule or Paragraph becomes or is invalid or unenforceable for any reason or if any one or more of such Clause, sub-Clause, Schedule or Paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such Clause, sub-Clause, Schedule or Paragraph be valid shall apply without prejudice to any other Clause, sub-Clause, Schedule or Paragraph contained herein.
- 19.3. Nothing in this Deed shall be construed so as to fetter any of the Council's and/or County Council as appropriate powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council and/or County Council as appropriate rights powers duties and obligations

under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.

- 19.4. If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence.
- 19.5. All consideration given in accordance with the terms of this Deed shall be deemed to be exclusive of any VAT properly payable in respect thereof.
- 19.6. If any payment due under this Deed is paid late Interest shall be payable from the date the payment is due to the date of payment.

20. Exemptions from this Deed

The obligations, restrictions and covenants in this Deed shall not be binding on (as applicable):

- 20.1. any statutory undertaker or utility service provider or other person or body who acquires any part of the Property or interest therein for the purposes of their undertaking or utility service; and
- 20.2. any owner or occupiers of a Commercial Unit or their mortgagee(s) or chargee(s).

21. Community Infrastructure Levy

- 21.1. The Council and the Owner agree that the obligations set out in this Deed are for the purposes of Regulation 122 of the CIL Regulations:
 - a) necessary;
 - b) directly related to the Development; and
 - c) fairly and reasonably related in scale and kind to the Development.
- 21.2. If after the date of this Deed there shall be any increase in any "tax" related to the grant of planning permission (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Deed or under any condition attached to the Planning Permission change or that the Owner must pay a sum to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Deed then the parties agree that the terms of this Deed may at the election of the party affected be modified to such extent

(if any) as is necessary to provide terms which are financially and practically no less advantageous and no more onerous than the terms of this Deed as at the date that they are entered into.

22. Waiver

No waiver (whether expressed or implied) by the Council 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 from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

23. Provision of Information

Insofar as any documentation is provided to the Council and/or County Council as appropriate which is and is stated to be confidential or commercially sensitive then the Council and/or County Council as appropriate shall not disclose such information other than as required by law (including complying with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and to any other legislation which may require disclosure of such information or the inclusion of it or reference to it in any public register) and for the avoidance of doubt prior to any disclosure in relation to the release of information marked "Confidential" the Council and/or County Council as appropriate will consider any representations made by the Owner in relation to the requirement to disclose such information (including redaction where appropriate)

24. Jurisdiction

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

Schedule 1

Payment

1. Words and Expressions

definitions

meanings

“Commencement of Building Floorspace Development”

means the Commencement of Development of the foundations and structure of building floorspace to be Occupied and **“Commence Building Floorspace Development”** and **“Commenced Building Floorspace Development”** shall be construed accordingly

“Public Transport Contribution”

means the sum of **£1,355,474 (One Million Three Hundred and Fifty Five Thousand Four Hundred and Seventy Four Pounds)** towards securing improvements to bus services in the vicinity of the Property, including extension of existing services to serve the Property

2. Owner Covenants

2.1. The Owner covenants to the County Council to pay the Payment identified in the first column in the table below to the County Council in accordance with the trigger for payment identified in the second column in the table below:

<i>payment</i>	<i>payment trigger</i>
“Public Transport Contribution”	a) prior to Commencement of Building Floorspace Development to pay 20% of the Public Transport Contribution b) upon the first anniversary of Occupation of the Development to pay 20% of the Public Transport Contribution

	c) upon the second anniversary of Occupation of the Development to pay 20% of the Public Transport Contribution d) upon the third anniversary of Occupation of the Development to pay 20% of the Public Transport Contribution e) upon the fourth anniversary of Occupation of the Development to pay the balance of the Public Transport Contribution
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2.2. The Owner covenants to the Council and the County Council in relation to the Payment identified in the first column in the table below as identified in the second column in the table below:

<i>payment</i>	<i>covenant</i>
“Public Transport Contribution”	not to Commence Building Floorspace Development or permit Commencement of Building Floorspace Development until 20% of the Public Transport Contribution has been paid to the County Council

Schedule 2

TRO Contribution

1. Words and Expressions

definitions

“TRO Contribution”

meanings

means the sum of up to **£100,000 (One Hundred Thousand Pounds)** towards the processing of Traffic Regulation Orders associated with the Development

2. TRO Contribution

- 2.1. The Owner covenants to the County Council to pay the amount of the Payment identified in the first column in the table below to the County Council in accordance with the trigger for payment identified in the second column in the table below:

<i>payment</i>	<i>payment trigger</i>
the amount of the “TRO Contribution” required for each phase of the highway works pursuant to the Planning Permission	upon Commencement of the Development of each phase of the highway works pursuant to the Planning Permission to pay the amount of the TRO Contribution required for each phase of the highway works pursuant to the Planning Permission

- 2.2. The Owner covenants to the Council and the County Council in relation to the amount of the Payment identified in the first column in the table below as identified in the second column in the table below:

<i>payment</i>	<i>covenant</i>
the amount of the “TRO Contribution” required for each phase of highway works pursuant to the Planning Permission	not to Commence or permit Commencement of the Development of each phase of the highway works pursuant to the Planning Permission until the amount of the TRO Contribution required for each

	phase of highway works pursuant to the Planning Permission has been paid to the County Council
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Schedule 3

Manufacturing and Technology Skills and Training

1. Words and Expressions

definitions

meanings

“Borough”

means the Borough of North Warwickshire

“Manufacturing and Technology Skills and Employment Training Strategy”

means a strategy undertaken by or on behalf of the Developer in partnership with the Working Group to use reasonable endeavours to provide the following to support local plans for improving skills and employability including but not limited to:

- (i) site and project-related work experience for pre-employment and early careers Local People (school, Sixth Form, FE college and University), especially targeting unemployed Local People and job seeking students;
- (ii) implementation and management of opportunities on site for local companies, training, skills, development and apprenticeships;
- (iii) participation in local labour initiatives;
- (iv) engaging with local companies and contractors as part of procurement procedures for the Development;
- (v) encouraging contractors and sub-contractors to support the approach of the strategy;
- (vi) advertisement of vacancies, recruitment campaigns and job-related training and development courses locally, including at

local schools and colleges, to maximise the Local People labour pool; and

(vii) opportunities for apprenticeships and internships for Local People,

agreed by and working in partnership with the Working Group,

PROVIDED ALWAYS THAT the cost of delivering the strategy is no more than £100,000 per annum for five years

“Local People”	means primarily people who have been a resident of the Borough but also residents from adjacent boroughs for more than 12 months
“Strategy Contribution”	means the sum of £500,000 (Five Hundred Thousand Pounds) towards the costs of delivering the Manufacturing and Technology Skills and Employment Training Strategy
“Working Group”	means a working group to support the Manufacturing and Technology Skills and Employment Training Strategy whose membership will include, but not be limited to, the Council (who will Chair the Working Group), the County Council, North Warwickshire and South Leicestershire College, the MIRA Technology Institute and the Department for Work and Pensions, and such other parties as the Working Group agree to add

2. Manufacturing and Technology Employment Skills and Training

- 2.1. The Developer covenants to the Council prior to Commencement of Development to submit to the Council for approval by the Council a draft Manufacturing and Technology Skills Employment and Training Strategy PROVIDED THAT in the event that the Council has not written to the Developer confirming whether or not a draft Manufacturing and Technology Skills Employment and Training Strategy is approved or requires amendment within

20 Working Days after the date on which the said draft is submitted to the Council then the Council shall be deemed to have approved it.

- 2.2. The Developer covenants to the Council not to Commence Development until the Council has confirmed in writing approval of a Manufacturing and Technology Skills Employment and Training Strategy or it is deemed approved pursuant to paragraph 2.1 above.
- 2.3. The Developer covenants to the Council to use reasonable endeavours to implement and promote the objectives of each approved Manufacturing and Technology Skills Employment and Training Strategy from the Commencement of Development (subject to any amendments agreed with the Council).

3. Monitoring

- 3.1. The Developer covenants to the Council to monitor the progress of the approved Manufacturing and Technology Skills Employment and Training Strategy for a period of five years from the Commencement of Development or from the Commencement of Development until one year following operation of the final phase of the Development, whichever is the later (the "Monitoring Period"), and to provide an update on an annual basis to the Council during the Monitoring Period from the date of submission of the first such update with the first update to be submitted at the end of the second quarter following the Commencement of Development.

4. Strategy Contribution

- 4.1. The Developer covenants to the Council to pay the Strategy Contribution to the Council in accordance with the trigger for payment identified in the second column in the table below:

<i>payment</i>	<i>payment trigger</i>
"Strategy Contribution"	a) six months prior to Occupation of the Development to pay 20% of the Strategy Contribution b) upon the first anniversary of six months prior to Occupation of the Development to pay 20% of the Strategy Contribution

	c) upon the second anniversary of six months prior to Occupation of the Development to pay 20% of the Strategy Contribution d) upon the third anniversary of six months prior to Occupation of the Development to pay 20% of the Strategy Contribution e) upon the fourth anniversary of six months prior to Occupation of the Development to pay the balance of the Strategy Contribution
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4.2. The Developer covenants to the Council in relation to the Strategy Contribution as identified in the second column in the table below:

<i>payment</i>	<i>covenant</i>
“Strategy Contribution”	not to Occupy or permit Occupation of the Development until 20% of the Strategy Contribution has been paid to the County Council

Schedule 4

Council's Covenants

1. The Council covenants:

- 1.1. with the Developer to apply the Strategy Contribution to the purpose for which it has been paid to the Council (as specified in Schedule 3) or as may otherwise be agreed in writing by the Parties or unless otherwise provided pursuant to the provisions of this Deed;
- 1.2. with the Owner upon any of the Owner's covenants and undertakings to the Council herein being satisfied and upon receipt of a written request to confirm that such covenants and undertakings have been satisfied;
- 1.3. with the Owner in the event that Planning Permission is revoked then the Council shall repay to the original payee any sum paid to the Council pursuant to this Deed insofar as the same has not been expended or committed for expenditure together with any interest that has accrued thereon; and
- 1.4. with the Owner in the event that all or any part of the Strategy Contribution or instalment of the Strategy Contribution remains unspent or has not been committed to be spent after a period of 10 (ten) years after the date of receipt of such Strategy Contribution or instalment by the Council then the Council shall within 3 (Three) calendar months of a written request for repayment repay the relevant unspent or uncommitted sum to the person who paid the Strategy Contribution or instalment thereof together with interest thereon from the date of the receipt of the Strategy Contribution or instalment thereof by the Council to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.

Schedule 5
County Council's Covenants

2. The County Council covenants with the Owner:

- 2.1. to apply each of the Payments to the purpose for which it has been paid to the County Council (as specified in Schedules 1 and 2) or as may otherwise be agreed in writing by the Parties or unless otherwise provided pursuant to the provisions of this Deed;
- 2.2. to pay the TRO Contribution to National Highways within 40 (forty) Working Days after the date on which National Highways make a request for the Payment from the County Council provided that Payment has been received by the County Council pursuant to this Deed;
- 2.3. upon any of the Owner's covenants and undertakings to the County Council herein being satisfied and upon receipt of a written request to confirm that such covenants and undertakings have been satisfied;
- 2.4. in the event that Planning Permission is revoked then the County Council shall repay to the original payee any sum paid to the County Council pursuant to this Deed insofar as the same has not been expended or committed for expenditure together with any interest that has accrued thereon; and
- 2.5. in the event that all or any part of a Payment or instalment of a Payment remains unspent or has not been committed to be spent after a period of 10 (ten) years after the date of receipt of such Payment or instalment by the County Council then the County Council shall within 3 (Three) calendar months of a written request for repayment repay the relevant unspent or uncommitted sum to the person who paid the Payment or instalment thereof together with interest thereon from the date of the receipt of the relevant Payment or instalment thereof by the County Council to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.

Annex A
Plan

IN WITNESS whereof the parties hereto have executed this Deed as a deed the day and year first before written

Executed as a deed by affixing)
the common seal of)
NORTH WARWICKSHIRE)
BOROUGH COUNCIL)
in the presence of:)

Authorised signatory:

Seal Registration No:

Executed as a deed by affixing)
the common seal of)
WARWICKSHIRE)
COUNTY COUNCIL)
in the presence of:)

Designated signatory:

Seal Registration No:

[**First Owner**'s execution clause]

[**Second Owner**'s execution clause]

Executed as a deed by

HORIBA MIRA LIMITED

acting by its authorised director

in the presence of:

.....

Director

.....

Witness Signature

.....

Witness Name

.....

Witness Address

.....

.....