

SCHEDULE 9

Borough Council's, County Council's and City Council's Covenants

1 Borough Council's Covenants

Contributions

- 1.1 The Borough Council hereby covenants with the Owner to use all financial contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed.
- 1.2 Subject to the provisions of paragraphs 1.7 and 1.8 of Schedule 9, the Borough Council covenants with the Owner that it will pay to the party which made payment following receipt of a written request from the party concerned such amount of any financial contribution made to the Borough Council under this Deed which has not been expended in accordance with the provisions of this Deed together with any interest accrued thereon within 5 years of the date of payment of the financial contribution in question or, in the case of financial contributions paid in stages or instalments, within 5 years of the date of payment of the final instalment of the financial contribution in question PROVIDED THAT:
- (a) in the case of any Police Force Contributions or Healthcare Contribution, where these have been paid by the Borough Council to the Police Force or the relevant Health Service Body (as appropriate) pursuant to paragraphs 1.7 and 1.8 below then the Borough Council shall only be obliged to re-pay such monies to the Owner in the event that it receives such monies back from the Police Force or relevant Health Service Body in accordance with paragraphs 1.7(c)(iii) or 1.8(c)(iii) below (as applicable); and
 - (b) money shall otherwise be deemed to be expended if the Borough Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose.
- 1.3 The Borough Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 1.4 At the written request of the Owner the Borough Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.5 The Borough Council and City Council shall each cooperate for the purposes of clause 2.3 so as to give effect to the intentions of the covenants, restrictions and requirements referred to in clause 2.3.

Police Facility and Police Force Contributions

- 1.6 The Borough Council shall provide the Owner with written confirmation as to whether the Police Force has notified it that the Police Force intends that the Police Facility shall form part of the Community Centre Strategy within 90 Business Days of receipt of the Owner's request issued pursuant to paragraph 1 of Schedule 3 and if such confirmation is not received it shall be deemed that the Borough Council has confirmed that the Police Force does not intend that the Police Facility form part of the Community Centre Strategy.
- 1.7 The Borough Council covenants with the Owner as follows:
- (a) to hold the Police Force Contributions in an interest bearing account;
 - (b) to notify the Police Force within 10 Business Days of receipt of the Police Force Contributions or any instalment thereof that the Borough Council is in receipt of such Police Force Contribution;

- (c) to pay the relevant instalment of the Police Force Contributions to the Police Force upon receipt of written confirmation from the Police Force that it will:
- (i) apply the relevant Police Force Contribution or instalment thereof solely for the purposes for which the payment has been made pursuant to this Deed;
 - (ii) provide full details of the expenditure of the Police Force Contributions on reasonable demand to the Borough Council or to the Owner or both of them;
 - (iii) return any unspent part of the Police Force Contributions to the Borough Council after the expiry of 5 years from the date of receipt of the relevant part of the Police Force Contribution from the Borough Council (and where a particular contribution is payable in instalments the relevant date shall be the expiry of 5 years from the date of receipt of the final instalment of the contribution); and
 - (iv) apply all Police Force Contributions received in such a manner as shall not result in a breach of the Community Infrastructure Levy Regulations 2010 (and for the avoidance of doubt such monies shall not be used to fund or provide any project for which 5 or more contributions shall have previously been secured within the administrative area of the Borough Council since 6 April 2010 unless the Community Infrastructure Levy Regulations 2010 are amended after the date of this Deed so as to remove such pooling restrictions).
- (d) in the event that written confirmation in the form required by paragraph 1.7(c) above is not received following the expiry of 1 year from the date that the Borough Council notifies the Police Force of receipt pursuant to paragraph 1.7(b) above of the relevant instalment of the Police Force Contribution by the Borough Council then the Borough Council's obligation to pay the relevant instalment to the Police Force shall cease absolutely and the Borough Council shall refund to the Owner the unexpended instalment of the contribution within 20 Business Days of receipt of a written request from the Owner to do so.

Healthcare Contribution

1.8 The Borough Council covenants with the Owner as follows:

- (a) to hold each instalment of the First Healthcare Contribution, Second Healthcare Contribution and Additional Healthcare Contribution paid to it in an interest bearing account;
- (b) to notify the relevant Health Service Body within 10 Business Days of receipt of each instalment of the First Healthcare Contribution, Second Healthcare Contribution or Additional Healthcare Contribution that the Borough Council is in receipt of such instalment;
- (c) to pay such contributions to the relevant Health Service Body upon receipt of written confirmation from the relevant Health Service Body confirming that it will:
 - (i) apply such contributions or part thereof solely for the purposes for which the payment has been made pursuant to this Deed;
 - (ii) provide full details of the expenditure of the such contributions on demand to the Borough Council or to the Owner or both of them; and
 - (iii) return any unspent part of the contributions to the Borough Council after the expiry of 5 years from the date of receipt of the relevant part of the contribution from the Borough Council (and where a particular contribution is payable in

instalments the relevant date shall be the expiry of 5 years from the date of receipt of the final instalment of the contribution); and

- (iv) apply all Healthcare Contributions received in such a manner as shall not result in a breach of the Community Infrastructure Levy Regulations 2010 (and for the avoidance of doubt such monies shall not be used to fund or provide any project for which 5 or more contributions shall have previously been secured within the administrative area of the Borough Council since 6 April 2010 unless the Community Infrastructure Levy Regulations 2010 are amended after the date of this Deed so as to remove such pooling restrictions).
- (d) in the event that written confirmation in the form required by paragraph 1.7(c) above is not received following the expiry of 1 year from the date that the Borough Council notifies the relevant Health Service Body pursuant to paragraph 1.8(b) above of receipt of the relevant instalment of the contribution by the Borough Council then the Borough Council's obligation to pay the relevant instalment to the Health Service Body shall cease absolutely and the Borough Council shall refund to the Owner the unexpended instalment of the contribution within 20 Business Days of receipt of a written request from the Owner to do so.

2 County Council's Covenants

Contributions

- 2.1 The County Council hereby covenants with the Owner to use all financial contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed.
- 2.2 The County Council covenants with the Owner that it will pay to the party which made payment following receipt of a written request from the party concerned such amount of any financial contribution to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed together with any interest accrued thereon within 7 years of the date of payment of the financial contribution in question or, in the case of financial contributions paid in stages or instalments, within 7 years of the date of payment of the final instalment of the financial contribution in question. Money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose).
- 2.3 The County Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 2.4 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Education

- 2.5 In the event that the Owner elects to construct the Relocated Roundhill Academy pursuant to paragraph 3.7 of Schedule 2 the County Council shall make a contribution to the Owner towards the Owner's costs of construction thereof such contribution to be in a sum equivalent to the net proceeds (after deduction of any costs incurred by the County Council in selling the Roundhill Academy Site) that the County Council may receive from the sale of its interest in the Roundhill Academy Site PROVIDED THAT the County Council shall not be required to pay more than a maximum of £3,500,000 of the net proceeds to the Owner pursuant to this clause 2.5 and FURTHER PROVIDED THAT payment of such contribution shall be subject to the County Council obtaining any necessary internal agreements, approvals and consents and any agreements, approvals and consents required from the Department for Education (or relevant successor body

fulfilling the same functions) in order to pay the proceeds to the Owner. The County Council shall use Reasonable Endeavours to:

- (a) maximise the value of the proceeds it shall receive from the sale of its interest in the Roundhill Academy Site; and
- (b) secure the necessary internal and Department for Education agreements, approvals and consents to enable the proceeds of the sale of the Roundhill Academy Site to be paid to the Owner in accordance with the obligations in this paragraph 2.5 and to do so in a timely manner.

2.6 In the event that the County Council is to provide any School it shall proceed in a timely manner and with the objective of securing that each School or part thereof is Complete and available for use by the first day of term in the September following the Occupation of the quantity of Dwellings set out below

School and Related Form of Entry/Pupil capacity to be provided	Deadline for delivery
Completion of Premises for the first Form of Entry of Primary School 1 (Paragraph 2.7, Schedule 2)	Prior to Occupation of 500 th Dwelling
Completion of Premises for the second Form of Entry of Primary School 1(Paragraph 2.8, Schedule 2)	Prior to Occupation of 1,375 th Dwelling
Completion of Premises for the first Form of Entry of Primary School 2 (Paragraph 2.17, Schedule 2)	Prior to Occupation of 2,725 th Dwelling
Completion of Premises for the second Form of Entry of Primary School 2 (Paragraph 2.18, Schedule 2)	Prior to Occupation of 3,725 th Dwelling
Completion of Premises for the third Form of Entry of Primary School 2 or (if Primary School 3 is to be provided by the Owner) Completion of Premises for Primary School 3 (Paragraphs 2.19 and 2.28 respectively, Schedule 2)	Prior to Occupation of 4,500 th Dwelling
Completion of Premises for the Relocated Roundhill Academy providing initial pupil capacity of 900 (Paragraph 3.7, Schedule 2)	Prior to Occupation of 2,250 th Dwelling
Completion of Premises for the Relocated Roundhill Academy providing further pupil capacity of 300 (Paragraph 3.8, Schedule 2)	Prior to Occupation of the 3,800 th Dwelling
Completion of Premises for the Roundhill Academy Extension providing a pupil capacity of 450 (Paragraph 3.12, Schedule 2)	Prior to Occupation of the 2,250 th Dwelling
Completion of Premises for the Secondary School providing initial pupil capacity of 450 (Paragraph 3.16, Schedule 2)	Prior to Occupation of the 2,250 th Dwelling
Completion of Premises for the Secondary School providing further pupil capacity of 300 (Paragraph 3.17, Schedule 2)	Prior to Occupation of the 3,800 th Dwelling

Traveller Land

- 2.7 The County Council shall accept the Transfer of the Traveller Land from the Owner pursuant to and in accordance with paragraph 4.2 of Schedule 3. For the avoidance of doubt the Transfer shall be at no further cost to the Owner beyond the costs of effecting the legal completion of such Transfer.

3 City Council's Covenants

Contributions

- 3.1 The City Council hereby covenants with the Owner to use all financial contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed.
- 3.2 The City Council covenants with the Owner that it will pay to the party which made payment following receipt of a written request from the party concerned such amount of any financial contribution made to the City Council under this Deed which has not been expended in accordance with the provisions of this Deed together with any interest accrued thereon within 5 years of the date of payment of the financial contribution in question or, in the case of financial contributions paid in stages or instalments, within 5 years of the date of payment of the final instalment of the financial contribution in question made by the Owner. Money shall be deemed to be expended if the City Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose.
- 3.3 The City Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 3.4 At the written request of the Owner the City Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Cycling routes

- 3.5 The City Council shall serve a Cycling Route Notice on the Owner in respect of each Cycling Route and shall use its reasonable endeavours to serve a Cycling Route Notice on the Owner for each of the Cycling Routes as follows:
- (a) for Cycling Route 1, within 60 Business Days of receipt of a written request from the Owner for a Cycling Route Notice from the City Council for Cycling Route 1; and
 - (b) for Cycling Route 2, within 60 Business Days of receipt of a written request from the Owner for a Cycling Route Notice from the City Council or Cycling Route 2;
 - (c) for Cycling Route 3, within 60 Business Days of receipt of a written request from the Owner for a Cycling Notice Route from the City Council for Cycling Route 3.
- 3.6 The City Council shall give the Owner no less than 45 Business Days to make representations on the detailed specification and proposed costs set out in a Cycling Route Notice provided in relation to a Cycling Route pursuant to paragraph 3.5 above and the City Council shall have regard to any reasonable representations made by the Owner when finalising the specification and costs for each Cycling Route. Where the City Council makes any amendments to the information contained in a Cycling Route Notice following receipt of representations from the Owner it shall provide an updated Cycling Route Notice to the Owner no later than 60 Business Days from receipt of the Owner's representations, and, where no amendments are to be made to the Cycling Route Notice by the City Council then the City Council shall confirm the same to the Owner.

SCHEDULE 10

**Form of Deed of Adherence to be used where the Owner and/or the Developer acquires any interest
in Third Party Land**

TO BE USED ONLY WHERE OWNER 1 AND OWNER 2 ARE SIGNATORIES IN ACCORDANCE WITH
AND SUBJECT TO THE PROVISIONS OF CLAUSE 5

Deed of Adherence
in respect of a Section 106
Agreement dated [] relating
to land north east of Leicester

Dated []

Charnwood Borough Council (1)
Leicestershire County Council (2)
Leicester City Council (3)
Commercial Estates Projects Limited (4)
Anthony John Peacock Pochin (5)
Mr Anthony John Peacock Pochin, Jayne Beverley
Peacock Pochin and John Reginald David Palmer (6)

DATE

20[]

PARTIES

- (1) CHARNWOOD BOROUGH COUNCIL of Southfield Road, Loughborough, Leicestershire LE11 2TN (the "Borough Council")
- (2) LEICESTERSHIRE COUNTY COUNCIL of County Hall, Leicester Road, Glenfield, Leicester LE3 8RA whose registered office is (the "County Council");
- (3) LEICESTER CITY COUNCIL of 115 Charles Street, Leicester LE1 1FZ (the "City Council");
- (4) COMMERCIAL ESTATES PROJECTS LIMITED (Company number 02731442) whose registered office is at Sloan Square House, 1 Holbein Place, London SW1W 8NS (the "Developer")
- (5) ANTHONY JOHN PEACOCK POCHIN of Barkby Hall, Barkby, Leicestershire ("Owner 1")
- (6) MR ANTHONY JOHN PEACOCK POCHIN, JAYNE BEVERLEY PEACOCK POCHIN and JOHN REGINALD DAVID PALMER care of Barkby Hall, Barkby, Leicestershire as Trustees of the Pochin 1997 Accumulation and Maintenance Settlement ("Owner 2")

BACKGROUND

- (A) The Borough Council and the County Council are the local planning authorities for the purposes of Section 106 of the Town and Country Planning Act 1990 (the "1990 Act") for the area within which the Purchase Land is situated and is further a local authority for the purposes of Section 111 of the Local Government Act (the "1972 Act").
- (B) The City Council is the local highway authority for the highways within its administrative area
- (C) On [] the parties hereto entered into the Planning Agreement relating to the Site which includes the Pochin Land.
- (D) Since the date of the Planning Agreement [Owner 1, Owner 2 and/or the Developer] (the "Purchaser") has acquired an interest in the Purchase Land and the Borough Council requires that such interest be bound by the covenants, obligations and undertaking contained in the Planning Agreement.
- (E) This Deed is therefore entered into for the purpose of ensuring that the covenants obligations and undertakings contained in the Planning Agreement are binding on the Purchase Land for the purposes of Section 106 of the 1990 Act.

IT IS AGREED as follows:

- 1 Save where provided otherwise words and expressions used herein shall (save where the same are inconsistent with the terms thereof) have the meaning assigned in the Planning Agreement.
- 2 For the purpose of this Deed:

"Owner Covenants"

means the covenants, undertaking and obligations given by the Owner under the Planning Agreement for the benefit of and in favour of the Borough Council, County Council and/ or City Council.

"Planning Agreement"

means an agreement dated [] made between (1) the Borough Council (2) the County Council (3) the City Council (4) the

Developer and (5) Owner 1 and (6) Owner 2 relating to the Site which includes the Pochin Land.

"Pochin Land" means the land owned by [Owner 1 and Owner 2] as shown on Plan [] appended hereto.

"Purchase Land" means the land within the Site shown on Plan [] appended hereto.

"Purchaser" means the purchaser of the Purchase Land.

- 3 This Deed is entered into pursuant to the same statutory powers as are referred to in the Planning Agreement and the obligations under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Borough Council and County Council as local planning authorities and the City Council as the local highway authority for the highways within its administrative area against the Purchaser and its successors in title and those deriving title from it in respect of the Purchase Land on terms set out below.
- 4 The Purchaser with the intent to bind the Purchase Land covenants and undertakes to the Borough Council, County Council and City Council to observe and perform the Owner Covenants as if they were set out in full in this Deed:
 - (a) as if the Purchaser has been an original contracting party to the Planning Agreement in relation to the Purchase Land;
 - (b) so far as the same may still subsist and are capable of being enforced;
 - (c) subject to the same provisions and other terms and conditions of the Planning Agreement that apply in respect of the compliance, enforceability and the operation of the Owner Covenants (including without limitation the extent to which the provisions of this Deed are enforceable against those who derive title from the Purchaser, the terms of any release from the obligations under this Deed and the provisions regarding the obtaining of the approval of the Borough Council).
- 5 The Borough Council, County Council and City Council hereby covenant and undertake to observe and perform their respective covenants and obligations contained in the Planning Agreement as extended to the Purchase Land by this Deed.
- 6 The Developer, Owner 1 and Owner 2 hereby covenant and undertake to observe and perform the covenants and obligations on their respective parts contained in the Planning Agreement as extended to the Purchase Land to which this Deed relates.
- 7 This Deed is a Local Land Charge and shall be registered as such by the Borough Council.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered the day and year first above written.

The common seal of CHARNWOOD BOROUGH)
COUNCIL was affixed to this deed in the presence)
of:

[signature]

[print name]

The common seal of LEICESTERSHIRE COUNTY)
COUNCIL was affixed to this deed in the presence)
of:

[signature]

[print name]

The common seal of LEICESTER CITY COUNCIL)
was affixed to this deed in the presence of:)

[signature]

[print name]

Executed by COMMERCIAL ESTATES PROJECTS LIMITED acting by:

_____ and _____
[signature of first director] [signature of second director or secretary]

_____ _____
[print name of first director] [print name of second director or secretary]
Director Director/Secretary

Signed by ANTHONY JOHN PEACOCK POCHIN:

[signature]

[print name of signatory]

in the presence of:

[signature of witness]

[print name of witness]

Address

Occupation

Signed by JAYNE BEVERLEY PEACOCK
POCHIN:

[signature]

[print name of signatory]

in the presence of:

[signature of witness]

[print name of witness]

Address

Occupation

Signed by JOHN REGINALD DAVID PALMER:

[signature]

[print name of signatory]

in the presence of:

[signature of witness]

[print name of witness]

Address

Occupation

SCHEDULE 11

Form of Deed of Adherence to be used where Third Party Land is brought forward without being acquired by the Owner and/or the Developer

TO BE USED ONLY WHERE OWNER 1 AND OWNER 2 ARE SIGNATORIES IN ACCORDANCE WITH
AND SUBJECT TO THE PROVISIONS OF CLAUSE 5

Deed of Adherence
in respect of a Section 106
Agreement dated [] relating
to land north east of Leicester

Dated []

Charnwood Borough Council (1)
Leicestershire County Council (2)
Leicester City Council (3)
Commercial Estates Projects Limited (4)
Anthony John Peacock Pochin (5)
Anthony John Pochin, Jayne Beverley Peacock
Pochin and John Reginald David Palmer (6)
[The Owner] (7)

PARTIES

- (1) CHARNWOOD BOROUGH COUNCIL of Southfield Road, Loughborough, Leicestershire LE11 2TN (the "Borough Council")
- (2) LEICESTERSHIRE COUNTY COUNCIL of County Hall, Leicester Road, Glenfield, Leicester LE3 8RA whose registered office is (the "County Council");
- (3) LEICESTER CITY COUNCIL of 115 Charles Street, Leicester LE1 1FZ (the "City Council");
- (4) COMMERCIAL ESTATES PROJECTS LIMITED (Company number 02731442) whose registered office is at Sloan Square House, 1 Holbein Place, London SW1W 8NS (the "Developer")
- (5) ANTHONY JOHN PEACOCK POCHIN of Barkby Hall, Barkby, Leicestershire ("Owner 1")
- (6) ANTHONY JOHN PEACOCK POCHIN, JAYNE BEVERLEY PEACOCK POCHIN and JOHN REGINALD DAVID PALMER care of Barkby Hall, Barkby, Leicestershire as Trustees of the Pochin 1997 Accumulation and Maintenance Settlement ("Owner 2")
- (7) [THE OWNER] (the "Third Party Landowner")

BACKGROUND

- (A) The Borough Council and the County Council are the local planning authorities for the purposes of Section 106 of the Town and Country Planning Act 1990 (the "1990 Act") for the area within which the Land is situated and is further a local authority for the purposes of Section 111 of the Local Government Act (the "1972 Act").
- (B) The City Council is the local highway authority for the highways within its administrative area.
- (C) On [] the parties hereto (save for the Third Party Landowner) entered into the Planning Agreement.
- (D) The Third Party Landowner has an interest in the Land which forms part of the Site and it has been agreed between the Borough Council and the Third Party Landowner that such interest shall be bound by the covenants, obligations and undertaking contained in the Planning Agreement.
- (E) This Deed is therefore entered into for the purpose of ensuring that the covenants obligations and undertakings contained in the Planning Agreement are binding on the Land for the purposes of Section 106 of the 1990 Act.

IT IS AGREED as follows:

- 1 Save where provided otherwise words and expressions used herein shall (save where the same are inconsistent with the terms thereof) have the meaning assigned in the Planning Agreement.
- 2 For the purpose of this Deed:

"Owner Covenants" means the covenants, undertaking and obligations given by the Owner under the Planning Agreement for the benefit of and in favour of the Borough Council, County Council and/ or City Council.

"Land" means the land shown on Plan [] attached hereto forming part of the Site to which the Planning Agreement relates (as defined therein).

"Planning Agreement" means an agreement dated [] (1) the Borough Council (2) the County Council (3) the City Council (4) the Developer (5) Owner 1 and (6) Owner 2 relating to the Site (as defined therein).

- 3 This Deed is entered into pursuant to the same statutory powers as are referred to in the Planning Agreement and the obligations under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Borough Council and County Council as local planning authorities and the City Council as local highway authority for the highways within its administrative area against the Third Party Landowner and its successors in title and those deriving title from it in respect of the Land on terms set out below.
- 4 The Third Party Landowner with the intent to bind the Land covenants and undertakes to the Borough Council, County Council and City Council to observe and perform the Owner Covenants as if they were set out in full in this Deed:
 - (a) as if the Third Party Landowner has been an original contracting party to the Planning Agreement;
 - (b) so far as the same may still subsist and are capable of being enforced;
 - (c) subject to the same provisions and other terms and conditions of the Planning Agreement that apply in respect of the compliance, enforceability and the operation of the Owner Covenants (including without limitation the extent to which the provisions of this Deed are enforceable against those who derive title from the Third Party Landowner, the terms of any release from the obligations under this Deed and the provisions regarding the obtaining of the approval of the Borough Council).
- 5 The Borough Council, County Council and City Council hereby covenant and undertake to observe and perform their respective covenants and obligations contained in the Planning Agreement as extended to the land to which this Deed relates.
- 6 The Developer, Owner 1 and Owner 2 hereby covenant and undertake to observe and perform the covenants and obligations on their respective parts contained in the Planning Agreement as extended to the Land to which this Deed relates.
- 7 This Deed is a Local Land Charge and shall be registered as such by the Borough Council.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered the day and year first above written.

The common seal of CHARNWOOD BOROUGH)
COUNCIL was affixed to this deed in the presence)
of:

.....
[signature]

.....
[print name]

The common seal of LEICESTERSHIRE COUNTY)
COUNCIL was affixed to this deed in the presence)
of:

.....
[signature]

.....
[print name]

The common seal of LEICESTER CITY COUNCIL)
was affixed to this deed in the presence of:)

.....
[signature]

.....
[print name]

Executed by COMMERCIAL ESTATES PROJECTS LIMITED acting by:

_____ and _____
[signature of first director] [signature of second director or secretary]

_____ _____
[print name of first director] [print name of second director or secretary]
Director Director/Secretary

Signed by ANTHONY JOHN PEACOCK POCHIN:

[signature]

[print name of signatory]
in the presence of:

[signature of witness]

[print name of witness]

Address

Occupation

Signed by JAYNE BEVERLEY PEACOCK
POCHIN :

[signature]

[print name of signatory]

in the presence of:

[signature of witness]

[print name of witness]

Address

Occupation

Signed by JOHN REGINALD DAVID PALMER:

[signature]

[print name of signatory]

in the presence of:

[signature of witness]

[print name of witness]

Address

Occupation

Signed by [THIRD PARTY LANDOWNER]:

[signature]

[print name of signatory]

in the presence of:

[signature of witness]

[print name of witness]

Address

Occupation

SCHEDULE 12

The Owner's interests in the Site

Title number	Nature of Title	Description of land	Title Owner	Address of the Owner
LT251000	Freehold	Land at Hamilton Grounds Farm	Owner 1	Barkby Hall, Barkby, Leicestershire
LT446817	Freehold	Land on the south-east side of Barkbythorpe Road, Barkby	Owner 1	Barkby Hall, Barkby, Leicestershire
LT446842	Freehold	Land on the south side of Barkbythorpe Lane, Syston	Owner 1	Barkby Hall, Barkby, Leicestershire Leicestershire
LT446898	Freehold	Land on the south side of Main Street, Barkby	Owner 1	Barkby Hall, Barkby, Leicestershire Leicestershire
LT418859	Freehold	Land at Queen Street, Barkby Thorpe, Leicester	Owner 2	Barkby Hall, Beeby Road, Barkby, Leicester LE7 3QB
LT216918	Freehold	Land and buildings at Barkby Thorpe, Rearsby and South Croxton	Owner 1	Barkby Hall, Barkby, Leicestershire

The common seal of CHARNWOOD BOROUGH)
COUNCIL was affixed to this deed in the presence)
of:

Adrian Ward

[signature]

ADRIAN WARD

[print name]



16/17-10

The common seal of LEICESTERSHIRE COUNTY)
COUNCIL was affixed to this deed in the presence)
of:

Mohamed Iobal Seedat

[signature]

MOHAMED IOBAL SEEDAT

[print name]

32544



The common seal of LEICESTER CITY COUNCIL)
was affixed to this deed in the presence of:)

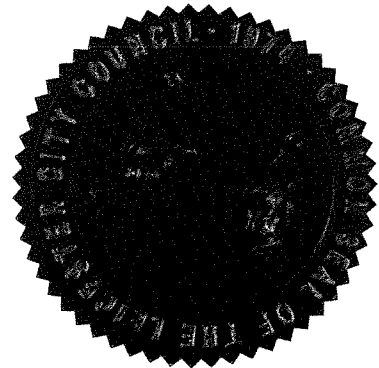
Emma Horton

[signature]

Authorised Signatory

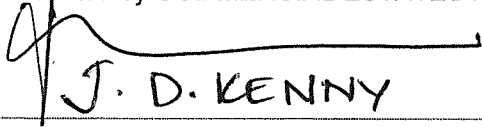
EMMA HORTON

[print name]

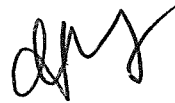


95520

Executed by COMMERCIAL ESTATES PROJECTS LIMITED acting by:



and



[signature of first director]

[signature of second director or secretary]

J. D. KENNY.

[print name of first director]

Director

Jay Arora

[print name of second director or secretary]

Director/Secretary

Signed by ANTHONY JOHN PEACOCK POCHIN:



[signature]

A. J. PEACOCK POCHIN

[print name of signatory]

in the presence of:



[signature of witness]

E MARJORAM

[print name of witness]

Address

BIRD WILFORD & SALE
SOLICITORS
20 CHURCH GATE
LOUGHBOROUGH
LE11 1UD

Occupation

SOLICITOR

Signed by JAYNE BEVERLEY PEACOCK
POCHIN :

Jayne Pochin

[signature]

JAYNE POCHIN

[print name of signatory]

in the presence of:

Elizabeth Marjoram

[signature of witness]

E MARJORAM

[print name of witness]

Address

BIRD WILFORD & SALE
SOLICITORS
20 CHURCH GATE
LOUGHBOROUGH
LE11 1UD

Occupation

SOLICITOR

Signed by JOHN REGINALD DAVID PALMER:

John Palmer
[signature]

J. R. D. PALMER
[print name of signatory]

in the presence of:

Elizabeth Marjoram
[signature of witness]

E MARJORAM
[print name of witness]

Address

BIRD WILFORD & SALE
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