**UREF III LP**

and

**UREF III GP Limited**

and

**Reading Borough Council**

# Agreement

in respect of land at Broad Street Mall Broad Street Reading
pursuant to Section 106 of the Town and Country Planning Act 1990
(and all other enabling powers)

Planning application reference number PL/24/0173

Information Classification: Public

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## Agreement

**Dated** **2026**

**Between**:

(1) **UREF III LP** (company registration number SL035695) of Clyde Offices, 2nd Floor, 48 West George Street, Glasgow G2 1BP (the "**First Owner**"); and

(2) **UREF III GP Limited** (company registration number SC727882) of Clyde Offices, 2nd Floor, 48 West George Street, Glasgow G2 1BP (the "**Second Owner**"); and

(3) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the "**Council**").

**Background**

(A) The Council is the local planning authority for the purposes of the 1990 Act for the borough of Reading in which the Application Land is situated.

(B) The Council is the registered proprietor of both a freehold and leasehold interest in part of the Application Land as set out in Schedule 3 (the "**Council Interests**") however this Agreement does not bind those interests as set out in Clause 7.4.

(C) The First Owner is the registered proprietor of both freehold and leasehold interests in part of the Application Land registered at the Land Registry under title numbers BK21247, BK383592, BK437690, BK524221, BK524220 and BK524219 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

(D) The Second Owner is the registered proprietor of a leasehold interest in part of the Application Land registered at the Land Registry under title number BK531753 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

(E) The Application Land is subject to a number of other freehold and leasehold interests owned by the Adjacent Owners and Statutory Undertakers (as set out in Schedule 3) and Occupational Tenants and the Parties have agreed not to bind those interests with this Agreement as set out in Clause 7.4.

(F) The Application Land is subject to a number of charges in favour of the Mortgagees and the Parties have agreed not to bind those interests with this Agreement as set out in Clause 7.4.

(G) Part of the Application Land is unregistered and for the avoidance of doubt that unregistered land is not bound by this Agreement.

(H) The Application has been made by the First Owner and McLaren (Broad Street Mall) Limited to the Council for planning permission for the Development on the Application Land.

(I) The Parties have agreed to enter into this Agreement in order to facilitate the Development.

(J) The Parties are satisfied that the planning obligations contained in 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.

## It is agreed as follows:

### 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**1980 Act** means the Highways Act 1980;

**1990 Act** means the Town and Country Planning Act 1990;

**Above Roof Level Works** means, in relation to the Development (or if specified a Block therein), works of construction above the height of the existing roof level of the Broad Street Mall Car Park;

**Adjacent Owners** means those persons identified in the table marked “Adjacent Owners” contained at Schedule 3 of this Agreement and any persons deriving title from them or their successors in title;

**Agreement** means this deed of agreement;

**Application** means the application for the Planning Permission and given the reference number PL/24/0173;

**Application Land** means Broad Street Mall Broad Street Reading being land at ground level and basement level subject to the Application shown edged in red on Plan 1;

**Approval** means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services (or such other officer of the Council who is from time to time responsible for approving matters set out in this Agreement) to the Owners and **Approved** and **Approve** shall be construed accordingly;

**Assistant Director of Planning, Transport and Public Protection Services** means the Council's Assistant Director of Planning, Transport and Public Protection Services for the time being or such other officer as the Council may from time to time designate;

**Block(s)** means the residential tower blocks within the Development comprising Block A, Block B, Block C and Block D as shown on Plan 3;

**Block A** means that part of the Development indicated as “Block A” and as shown edged and hatched green for identification purposes on Plan 3;

**Block B** means that part of the Development indicated as “Block B” and as shown edged and hatched blue for identification purposes on Plan 3;

**Block C** means that part of the Development indicated as “Block C” and as shown edged and hatched yellow for identification purposes on Plan 3;

**Block D** means that part of the Development indicated as “Block D” and as shown edged and hatched purple for identification purposes on Plan 3;

**Broad Street Mall Car Park** means the multi-storey car park in Broad Street Mall, the existing roof level of which is shown edged red and shaded orange for identification purposes on Plan 10;

**Commencement** means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Agreement only) not including any works of demolition, removing any above ground materials from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation, archaeological testing, diversion, decommissioning and/or laying services, enabling and preparatory works in connection with demolition, and other works and site establishment preparatory to the commencement of construction and **Commence Commenced** and **Commencing** shall be construed accordingly;

**Commencement Notice** means a written notice to be served by the Owners upon the Council stating the proposed date of Commencement;

**Contribution** means the Healthcare Contribution, the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) (to the extent only that it is payable to the Council as notified to the Council by the Owners under Schedule 8), the Road Traffic Regulation Order Contribution, the Zero Carbon Offset Financial Contribution or the Construction ESP Contribution as payable by the Owners to the Council in accordance with this Agreement;

**Development** means the development as set out in Schedule 2 to this Agreement;

**Due Date** means the date when a Contribution or sum of money (or any part of it) is required to be paid to the Council in accordance with the terms of this Agreement;

**Effective Date** means the date of this Agreement;

**Expert** means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

**External Consultant** means an external consultant appointed by the Council to assess information submitted by the Owners pursuant to Schedule 4 or Schedule 10 of this Agreement;

**Index** means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

**Index Linked** means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the Due Date;

**Local Area** means the Council's administrative area;

**Monitoring Fee** means the sum of twenty thousand pounds (£20,000) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

**Monitoring Officer** means the Council's monitoring officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Agreement;

**Mortgagees** means all mortgagees and chargees of the Application Land at the date of this Agreement;

**Occupation** means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any Block (or part of a Block) constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out and marketing shall not constitute Occupation (and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly);

**Occupational Tenants** means all existing and future individual lessees or occupiers of the retail floorspace within the Property;

**Owners** means the First Owner and the Second Owner and their respective successors and those deriving title under them, being the parties bound by the covenants and obligations contained in this Agreement;

**Party** means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

**Property** means the extent of the Application Land against which this Agreement may be enforced as shown edged blue on Plan 2;

**Plan** means a plan annexed at Schedule 1, and "**Plan 1**", "**Plan 2**", "**Plan 3**", "**Plan 4**", "**Plan 5**", "**Plan 6**", "**Plan 7**", "**Plan 8**", "**Plan 9**", "**Plan 10**", "**Plan 11**", "**Plan 12**", "**Plan 13**" and "**Plan 14**" shall be construed accordingly;

**Planning Permission** means planning permission for the Development pursuant to the Application;

**Practically Completed** means reaching practical completion as evidenced by a certificate of practical completion issued by an architect or other appropriate professional responsible for certifying practical completion and the "Date of Practical Completion" shall mean the date of practical completion given in such certificate and "**Practical Completion**" shall be construed accordingly;

**Reasonable Endeavours** means that (subject to the other terms of this Agreement) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect, and to provide (on written request) evidence of the steps taken to fulfil the relevant obligation PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

**Statutory Undertakers** means those persons identified in the table marked "Statutory Undertakers" contained at Schedule 3 of this Agreement and any persons deriving title from them or their successors in title;

**Third Party Commencement** means Commencement of the Development by an Occupational Tenant;

**Working Days** means days (other than Saturdays Sundays or public holidays in England) when banks in London are open for business.

## 2 Interpretation

2.1 Clause headings shall not affect the interpretation of this Agreement.

2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).

2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.

2.4 Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.

2.5 Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.

2.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.

2.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.

2.8 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation on a person to do something includes an obligation to procure that thing to be done.

2.9 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.

2.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.11 Save as specified to the contrary any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom.

2.12 A reference to writing or written does not include faxes or e-mail.

2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

## 3 Legal Effect

3.1 This Agreement is made pursuant to:

(a) section 106 of the 1990 Act;

(b) section 1 of the Localism Act 2011;

(c) section 111 of the Local Government Act 1972; and

(d) all other enabling powers,

with an intent to bind the First Owner’s and Second Owner's interest in the Property (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owners obligations), 7.2 (lapse) and 7.6 (release).

3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owners (including their successors in title and those deriving title from the Owners).

3.3 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights, powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity.

## 4 Conditionality

4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:

(a) the grant of the Planning Permission; and

(b) the Commencement of the Development,

save for Clause 7 which shall come into effect upon the Effective Date.

## 5 Owners' Obligations

5.1 The Owners covenant with the Council, so as to bind the entirety of their interests in the Property, to comply with the restrictions, covenants and requirements set out in Schedules 4-14 of this Agreement.

5.2 The Owners covenant with the Council:

(a) not to Commence unless and until they have served a Commencement Notice; and

(b) not to encumber nor deal with the Property (or any part of it) in any manner pursuant to which the Owners may be prevented from carrying out its covenants and obligations contained in this Agreement.

## 6 Council's Obligations

6.1 The Council covenants with the Owners to observe and perform the obligations on its part contained in this Agreement.

## 7 Agreements and Declarations

### 7.1 Fees

7.1.1 The Owners covenant with the Council to pay on or before the Effective Date:

(a) the Council's reasonable legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement; and

(b) the Monitoring Fee.

### 7.2 Lapse

7.2.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owners) or is withdrawn or expires prior to Commencement of the Development.

### 7.3 Future Development

7.3.1 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) that is granted (whether or not on appeal) after the date of this Agreement.

### 7.4 Excluded Interests

7.4.1 This Agreement shall not bind or be enforceable against the following interests in the Application Land:

(a) the Adjacent Owners;

(b) the Council Interests;

(c) the Statutory Undertakers;

(d) the Occupational Tenants; and

(e) the Mortgagees,

and for the avoidance of doubt this exclusion of enforceability applies equally to the successors in title of these persons.

7.5 **Future Chargees**

7.5.1 No obligation in this Agreement shall be binding on or enforceable against any future chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Application Land, or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person deriving title has entered into possession of the Property or part thereof to which such obligation relates.

7.6 **Release**

7.6.1 The Owners shall upon parting:

(a) with their respective interest in any part of the Property be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Property; and

(b) with the entirety of their interest in the Property be released from all liabilities whatsoever under the terms of this Agreement.

7.6.2 The releases provided for in this Clause shall not apply to:

(a) any prior or existing breach of this Agreement as at the date of disposal; and

(b) any prior or existing Third Party Commencement which shall remain subject to the provisions of Paragraph 3 of Schedule 14 of this Agreement.

7.7 **Right of access**

7.7.1 Without prejudice to the Council's statutory rights of entry, the Owners shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Property at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

7.8 **No waiver**

7.8.1 No waiver (whether express or implied) by the Council of any breach of or default by the Owners in performing or observing any of the terms of or covenants, obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms, covenants, obligations or restrictions or from acting upon any subsequent breach or default in respect of any of them by the Owners.

7.9 **No Fetter on Discretion**

7.9.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.10 **Severance**

7.10.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons 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 in this Agreement.

7.11 **Indexation**

7.11.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.

7.12 **Interest on unpaid monies**

7.12.1 If any Contribution or other sum due under this Agreement is paid after its Due Date, the Owners shall pay to the Council interest at the rate of four percent (4%) per annum above the base rate of the Bank of England for the time being in force on:

(a) the sum of the Contribution due; or

(b) on any amount of that Contribution due.

7.12.2 Any interest payable pursuant to Clause 7.12.1 shall:

(a) be calculated from the Due Date of the Contribution up to the date of actual payment of the Contribution (or the relevant part of it); and

(b) be deemed to be part of the Contribution or sum due to which such interest relates.

7.13 **Payments to the Council**

7.13.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owners) be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

Account: Reading Borough Council quoting reference: S106/240173/030797 or other reference quoted by the Council in the relevant S106 Demand Notice issued

in respect of the obligation, and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 7.14.

7.14 **Notice**

7.14.1 Any notice or other written communication to be served by one Party upon another under the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the Party to be served at its address in accordance with this Clause.

7.14.2 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.

7.14.3 The address for any notice or other written communication is the address given for that Party in its definition in this Agreement, or such other address as has been notified in writing to the other Parties in accordance with this Clause.

7.15 **Consents and Approvals**

7.15.1 In this Agreement where the agreement, Approval, consent or any other expression of satisfaction is required from the Council that agreement, Approval, consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

7.16 **Dispute Resolution**

7.16.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement any Party may at any time require by notice in writing to the other Parties an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 7.16 and as follows:

(a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of the Law Society;

(b) in the case of a dispute regarding physical works or other technical matters referred to in the Schedules to a member of the Institution of Civil Engineers to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution; or

(c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution.

7.16.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.

7.16.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 7.16.1.

7.16.4 The Expert shall be entitled to invite written representations from each of the Parties.

7.16.5 The Expert shall act as an expert and not as an arbitrator.

7.16.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.

7.16.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.

7.16.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.

7.16.9 Nothing in Clauses 7.16.1 – 7.16.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

7.17 **Future Section 73 and Section 73B Permission(s)**

7.17.1 In the event that any new planning permission(s) in respect of the Development is or are granted pursuant to section 73 or section 73B of the 1990 Act ("**Specified Future Permission(s)**") and unless otherwise agreed between the Parties with effect from the date that the new planning permission is granted pursuant to sections 73 or 73B of the 1990 Act:

(a) the obligations in this Agreement shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind the Property in respect of development pursuant to that Specified Future Permission(s);

(b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Specified Future Permission(s), the Specified Future Permission(s) granted pursuant to that application and the development permitted by that Specified Future Permission(s); and

(c) this Agreement shall be endorsed with the following words in respect of that Specified Future Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Specified Future Permission(s) and the relevant section number highlighted as appropriate):

*'The obligations in this Agreement relate to and bind the Property in respect of development pursuant to a new planning permission reference [ ] granted on [ ] 20[ ] pursuant to [[section 73] [section 73B]] of the Town and Country Planning Act 1990 (as amended).'*

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under sections 73 or 73B of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined.

7.18 **Third Party Rights**

7.18.1 Unless the right of enforcement is expressly granted and except in relation to:

(a) any successor bodies of the Council; and

(b) any successors in title of and those deriving title under the Owners,

it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.18.2 This Agreement may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

7.19 **Local Land Charge**

7.19.1 This Agreement is and shall be registered as a local land charge by the Council.

7.20 **Change of Ownership**

7.20.1 Save for any disposal to a statutory undertaker or occupational tenant, the Owners shall provide the Council with written notice of any change in ownership of their interest in the Property before all the obligations under this Agreement have been discharged within ten (10) Working Days of any such change occurring PROVIDED THAT such written notice shall include details of the name and address of the current and new owner of such interest(s) together with details of that part of the Property to which each of their interests apply.

7.21 **Commencement and Progress of Development**

7.21.1 Subject to Clause 7.21.2 below, to provide the Council with no less than ten (10) Working Days' prior written notice of the following events:

(a) commencement of demolition works as part of the Development;

(b) Commencement of the Development;

(c) Commencement of each Block;

(d) Commencement of Above Roof Level Works for each Block;

(e) first Occupation of the Development;

(f) first Occupation of each Block;

(g) first Occupation of the Residential Units;

(h) Practical Completion of each Block; and

(i) Practical Completion of the Development.

7.21.2 If any of the events listed in Clause 7.21.1 above are to occur within ten (10) Working Days of the date of this Agreement, to provide the Council with prior written notice of that event as soon as possible but it is agreed that such notice does not need to be given ten (10) Working Days in advance.

7.22 **Jurisdiction**

7.22.1 This Agreement is governed by and interpreted in accordance with the law of England.

7.23 **Warranty**

7.23.1 The Owners warrant that:

(a) they have full power to enter into this Agreement;

(b) no person other than the Owners, the Occupational Tenants and their Mortgagees has any legal or equitable interest in the Property;

(c) the leases of the Occupational Tenants do not include any provisions that would allow any of the Occupational Tenants to carry out or procure the carrying out of the Development; and

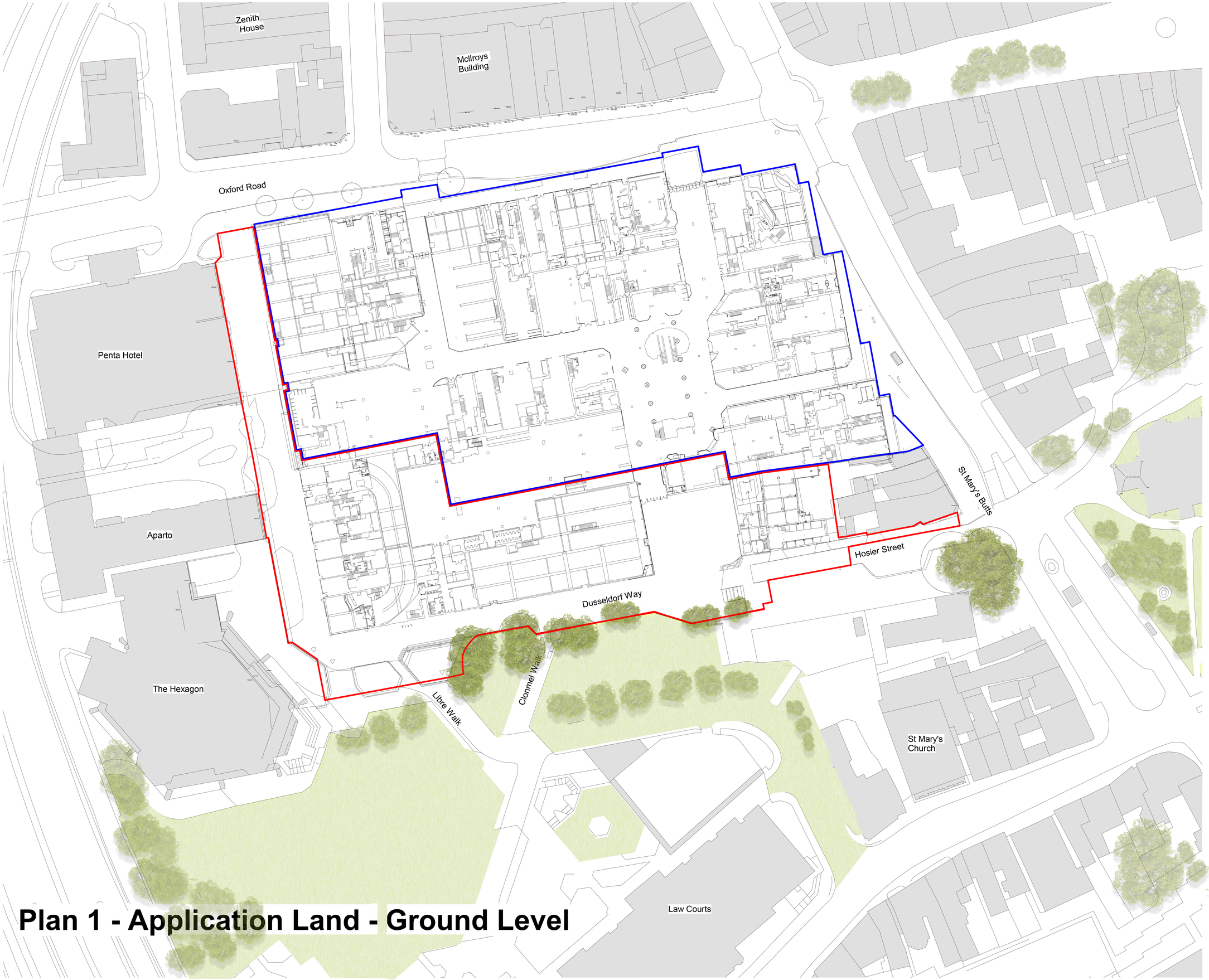
(d) no consent is necessary to make this Agreement binding on the Owners' interests in the Property and any estates and interests therein.

**In witness** whereof the Parties have executed this Agreement as a deed the day and year first above written.

## Schedule 1 - Plans and Drawings

| No. | Plan | Drawing Number |
|---|---|---|
| 1. | Application Land | BSM-AHR-ZZ-00-DR-A-08105 Rev P5<br>BSM-AHR-ZZ-B1-DR-A-08108 Rev P3 |
| 2. | Property | BSM-AHR-ZZ-00-DR-A-08981 Rev P2 |
| 3. | Blocks | BSM-AHR-ZZ-30-DR-A-08983 Rev P1 |
| 4. | Affordable Housing | BSM-AHR-ZZ-00-DR-A-08921 Rev P5<br>BSM-AHR-ZZ-00-DR-A-08922 Rev P4<br>BSM-AHR-ZZ-00-DR-A-08923 Rev P5<br>BSM-AHR-ZZ-00-DR-A-08924 Rev P5<br>BSM-AHR-ZZ-00-DR-A-08925 Rev P5<br>BSM-AHR-ZZ-00-DR-A-08926 Rev P4<br>BSM-AHR-ZZ-00-DR-A-08927 Rev P3 |
| 5. | Communal Facilities | BSM-AHR-ZZ-00-DR-A-08984 Rev P2<br>BSM-AHR-ZZ-01-DR-A-08984 Rev P2<br>BSM-AHR-ZZ-02-DR-A-08984 Rev P2<br>BSM-AHR-ZZ-03-DR-A-08984 Rev P2<br>BSM-AHR-ZZ-08-DR-A-08984 Rev P2<br>BSM-AHR-ZZ-17-DR-A-08984 Rev P2<br>BSM-AHR-ZZ-24-DR-A-08984 Rev P2<br>BSM-AHR-ZZ-27-DR-A-08984 Rev P2 |
| 6. | Queens Walk Area | BSM-AHR-ZZ-00-DR-A-08987 Rev P1 |

| | | |
|---|---|---|
| 7. | Düsseldorf Way Area | BSM-AHR-ZZ-00-DR-A-08988 Rev P1 |
| 8. | Healthcare Building | BSM-AHR-ZZ-01-DR-A-08988 Rev P2 |
| 9. | Hosier Street Highway Works | BSM-AHR-ZZ-00-DR-A-08989 Rev P1 |
| 10. | Broad Street Mall Car Park | BSM-AHR-ZZ-03-DR-A-08986 Rev P1 |
| 11. | Inner Distribution Road | BSM-AHR-ZZ-00-DR-A-08990 Rev P1 |
| 12. | Basement Area | BSM-AHR-ZZ-B1-DR-A-08987 Rev P1 |
| 13. | Basement Improvement Works | 332110742/5500/015 Rev P05 |
| 14. | Alternative Basement Improvement Works | 332110742/5500/022 Rev P01 |




# Plan 1 - Application Land - Ground Level

SCALE 1 : 500

0 10 20 30

Scale Bar in Metres

N

Key

Red Line Boundary

Applicants Ownership

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P5 | S106 Issue | 23/12/25 | BS | DM |
| P4 | With Hoarding Line | 13/06/25 | BS | DB |
| P3 | Red line updated to comments received 20/03/25 | 21/03/25 | MD | DB |
| P2 | Planning Revision - Updated Boundary Line to include Public Realm | 07/02/25 | BS | DB |
| P1 | Planning Issue | 23/01/24 | BS | DB |

original by: BS | date created: 11/12/23 | approved by: DB

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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Existing Site Plan - Ground Floor

computer file: \\10.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date:

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 500 | @A1 |
| drawing number: BSM-AHR-ZZ-00-DR-A-08105 | rev: P5 | issue status: S2 |

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# Plan 1 - Application Land - Basement Level

SCALE 1 : 500

0 10 20 30

Scale Bar in Metres

N

Key

Red Line Boundary

Applicants Ownership

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P3 | S106 Issue | 23/12/25 | BS | DM |
| P2 | Red line updated to comments received 20/03/25 | 21/03/25 | MD | DB |
| P1 | Planning Issue | 23/01/24 | BS | DB |

| original by | date created | approved by |
|---|---|---|
| BS | 12/12/23 | DB |


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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

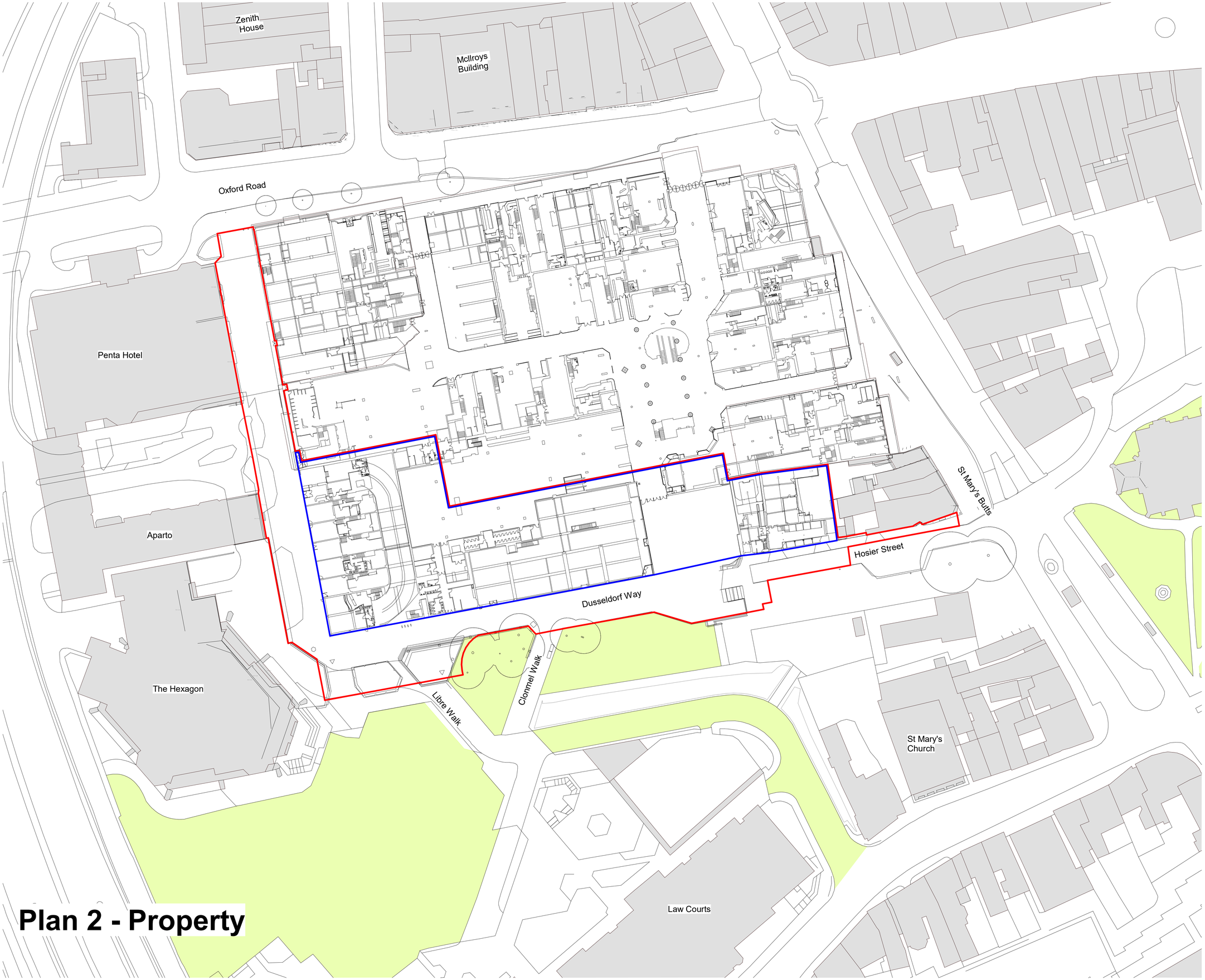
drawing: Existing Site Plan - Basement

computer file: I:\0.3D.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date:

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 500 | @A1 |
| drawing number: BSM-AHR-ZZ-B1-DR-A-08108 | rev: P3 | issue status: S2 |


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SCALE 1 : 500

0 10 20 30

Scale Bar in Metres

N

Key

Red Line Boundary

The Property

# Plan 2 - Property

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

| original by | date created | approved by |
|---|---|---|
| BS | 12/22/25 | DB |

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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 2 - Property

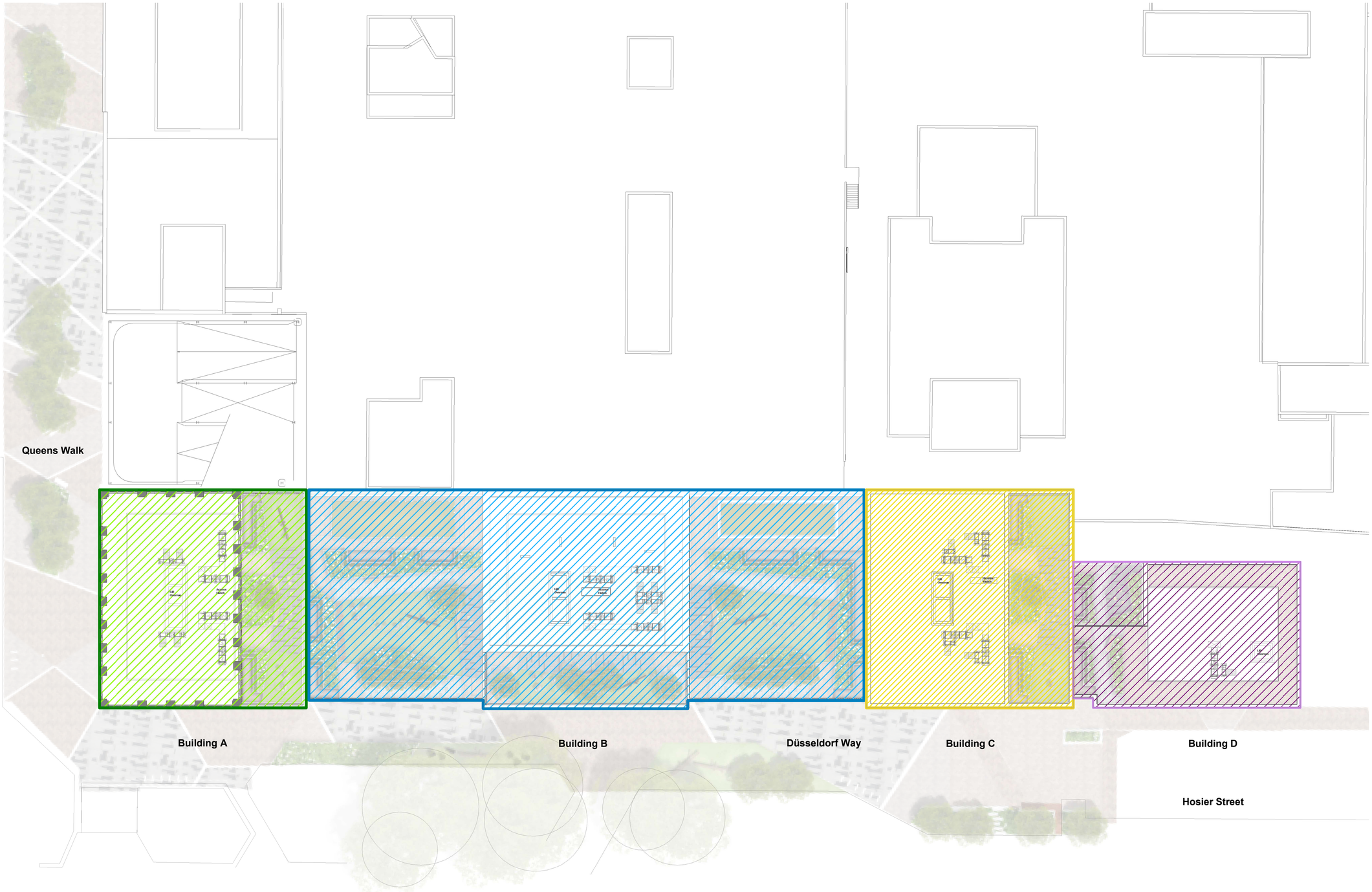
computer file: I:\0.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date:

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 500 | @A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-00-DR-A-08981 | P2 | S2 |

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# Plan 3 - Blocks

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| P1 | S106 Issue | 23/12/25 | BS | DM |
|---|---|---|---|---|
| Rev | Description | Date | Dr by | App by |

| original by | date created | approved by |
|---|---|---|
| EK | 12/22/25 | DB |

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McLaren (Broad Street Mall) Ltd and UREF III LP

project
Broad Street Mall Residential

drawing
Plan 3 - Blocks - Roof Level

computer file
H:\AR\MAN\2022\2022.00307.000 - Broad Street Mall\22 BIM\22.0 WIP Data\RECOVERY APARTMENTS.rvt

plot date

| project number | scale |
|---|---|
| 2022.00307.000 | As indicated@A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-30-DR-A-08983 | P1 | S2 |

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Local Housing Allowance Units

Discounted Market Rent Housing Units

# Plan 4 - Affordable Housing - Level 01

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P5 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P4 | S106 Issue | 23/12/25 | BS | DM |
| P3 | Additional 15 Affordable Housing Units | 22/04/25 | BS | DB |
| P2 | Affordable units in Building D have changed from apartment 02 to apartment 05 on levels 1,4 and 5 | 04/03/25 | BS | DB |
| P1 | First Issue | 10/02/25 | BS | DB |

| original by | date created | approved by |
|---|---|---|
| EK | 02/10/25 | DB |


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project: Broad Street Mall Residential

drawing: Affordable Housing Plan - Level 01

computer file: \\10.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

project number: 2022.00307.000

scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-01-DR-A-08921

rev: P5

issue status: S2


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N

Local Housing Allowance Units

Discounted Market Rent Housing Units

# Plan 4 - Affordable Housing - Level 02

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P4 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P3 | S106 Issue | 23/12/25 | BS | DM |
| P2 | Additional 15 Affordable Housing Units | 22/04/25 | BS | DB |
| P1 | First Issue | 10/02/25 | BS | DB |

| original by | date created | approved by |
|---|---|---|
| EK | 02/10/25 | DB |


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client name
McLaren (Broad Street Mall) Ltd and UREF III LP

project
Broad Street Mall Residential

drawing
Affordable Housing Plan - Level 02

| computer file | plot date |
|---|---|
| I:\02.32.111\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt | 17/02/2023 |
| project number: 2022.00307.000 | scale: 1 : 250 @A1 |
| drawing number: BSM-AHR-ZZ-02-DR-A-08922 | rev: P4 issue status: S2 |


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Local Housing Allowance Units

Discounted Market Rent Housing Units

# Plan 4 - Affordable Housing - Level 03

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P5 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P4 | S106 Issue | 23/12/25 | BS | DM |
| P3 | Additional 15 Affordable Housing Units | 22/04/25 | BS | DB |
| P2 | Changed Affordable Unit to Face South (Building D) | 07/04/25 | BS | DB |
| P1 | First Issue | 10/02/25 | BS | DB |

| original by | date created | approved by |
|---|---|---|
| EK | 02/10/25 | DB |


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project: Broad Street Mall Residential

drawing: Affordable Housing Plan - Level 03

computer file: 110.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 250 | @A1 |
| **drawing number** | **rev** | **issue status** |
| BSM-AHR-ZZ-03-DR-A-08923 | P5 | S2 |


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# Plan 4 - Affordable Housing - Level 04

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| | | | | |
|---|---|---|---|---|
| P5 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P4 | S106 Issue | 23/12/25 | BS | DM |
| P3 | Additional 15 Affordable Housing Units | 22/04/25 | BS | DB |
| P2 | Affordable units in Building D have changed from apartment 02 to apartment 05 on levels 1,4 and 5 | 04/03/25 | BS | DB |
| P1 | First Issue | 10/02/25 | BS | DB |
| Rev | Description | Date | Dr by | App by |

| original by | date created | approved by |
|---|---|---|
| EK | 02/10/25 | DB |

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project
Broad Street Mall Residential

drawing
Affordable Housing Plan - Level 04

computer file
I:\0.32.1.11\CEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date
17/02/2023

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 250 | @A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-04-DR-A-08924 | P5 | S2 |

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# Plan 4 - Affordable Housing - Level 05

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| | | | | |
|---|---|---|---|---|
| P5 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P4 | S106 Issue | 23/12/25 | BS | DM |
| P3 | Additional 15 Affordable Housing Units | 22/04/25 | BS | DB |
| P2 | Affordable units in Building D have changed from apartment 02 to apartment 05 on levels 1,4 and 5 | 04/03/25 | BS | DB |
| P1 | First Issue | 10/02/25 | BS | DB |
| Rev | Description | Date | Dr by | App by |

| original by | date created | approved by |
|---|---|---|
| EK | 02/10/25 | DB |

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project
Broad Street Mall Residential

drawing
Affordable Housing Plan - Level 05

computer file
I:\S2.3.11\2EM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date
17/02/2023

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 250 | @A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-05-DR-A-08925 | P5 | S2 |

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# Plan 4 - Affordable Housing - Level 06

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P4 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P3 | S106 Issue | 23/12/25 | BS | DM |
| P2 | Additional 15 Affordable Housing Units | 22/04/25 | BS | DB |
| P1 | First Issue | 10/02/25 | BS | DB |

original by: EK | date created: 02/10/25 | approved by: DB

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project: Broad Street Mall Residential

drawing: Affordable Housing Plan - Level 06

computer file: I:\S2.3.11\2DM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

project number: 2022.00307.000

scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-06-DR-A-08926

rev: P4

issue status: S2

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# Plan 4 - Affordable Housing - Level 07

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P3 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P2 | S106 Issue | 23/12/25 | BS | DM |
| P1 | First Issue | 10/02/25 | BS | DB |

| original by | date created | approved by |
|---|---|---|
| EK | 02/10/25 | DB |


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project: Broad Street Mall Residential

drawing: Affordable Housing Plan - Level 07

computer file: I:\0.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

project number: 2022.00307.000

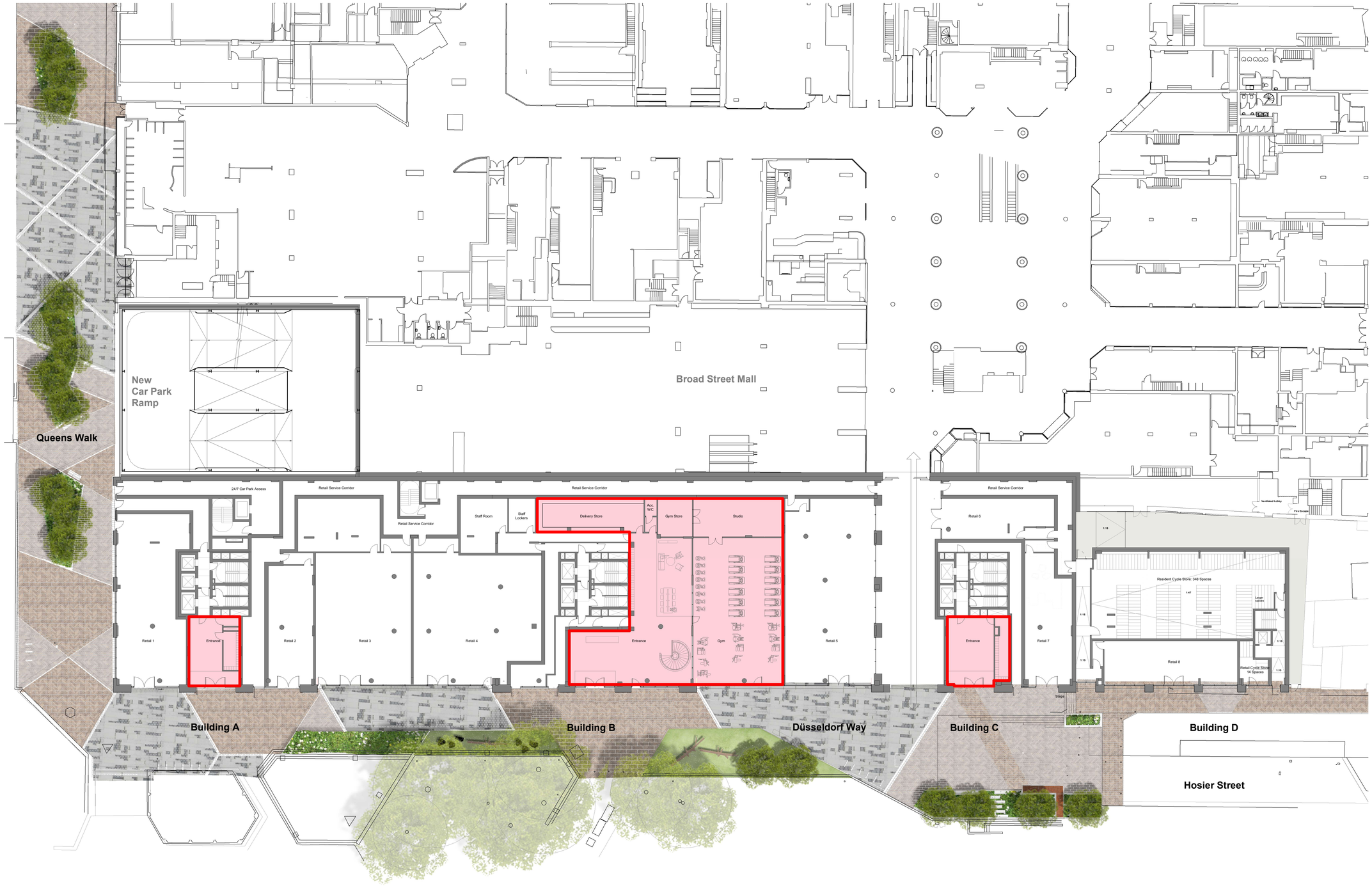
scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-07-DR-A-08927

rev: P3

issue status: S2


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Key

Communal Facilities

N

# Plan 5 - Communal Facilities - Level 00

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

73.25 m²
788.46 SF

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

| original by | date created | approved by |
|---|---|---|
| EK | 12/22/25 | DB |


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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 5 - Communal Facilities - Level 00

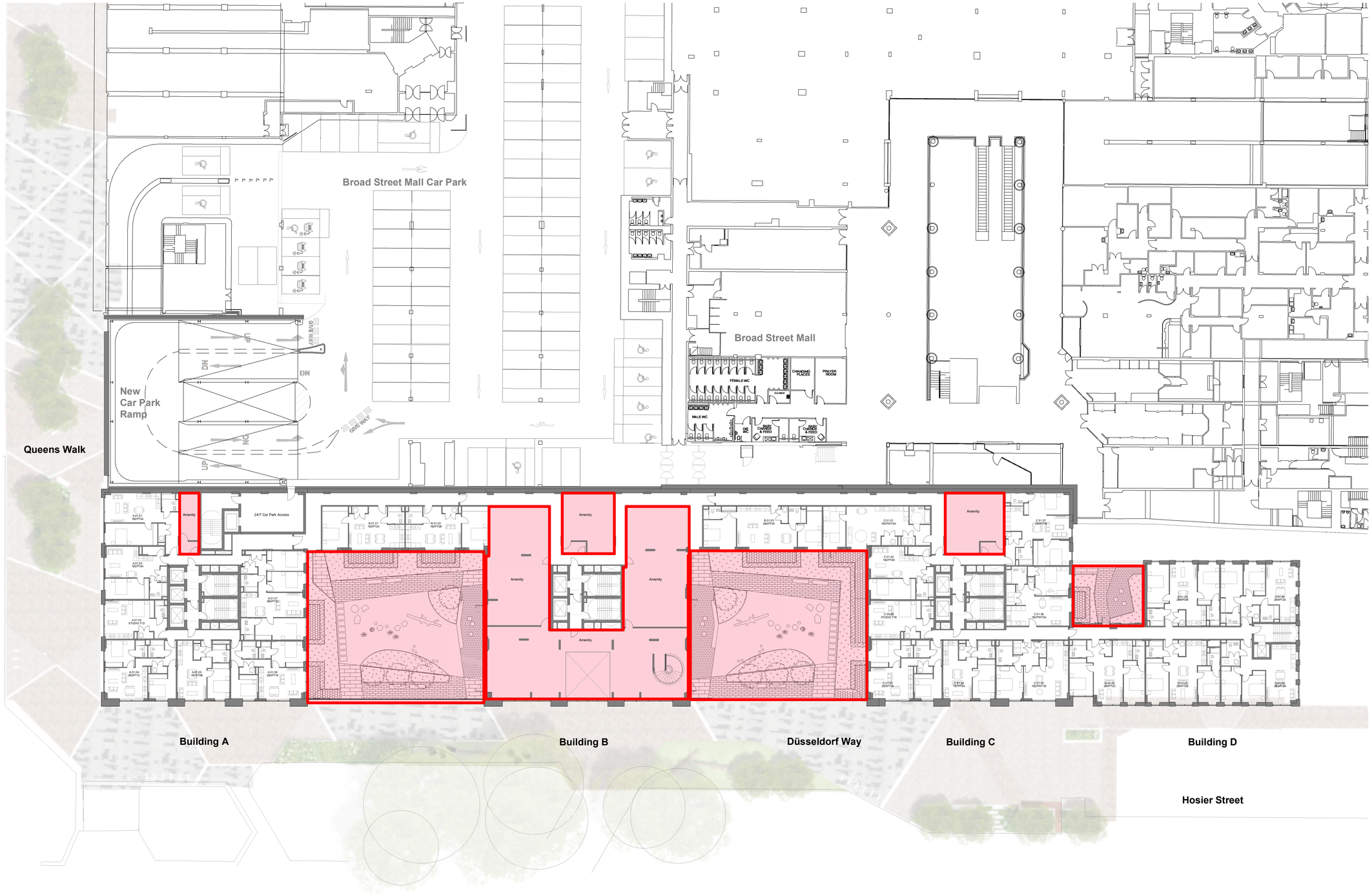
computer file: \\10.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart2\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 250 | @A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-00-DR-A-08984 | P2 | S2 |


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N

Key

Communal Facilities

# Plan 5 - Communal Facilities - Level 01

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

original by: EK
date created: 12/22/25
approved by: DB


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project: Broad Street Mall Residential

drawing: Plan 5 - Communal Facilities - Level 01

computer file: 110.32.1.11DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart1.rvt

plot date: 17/02/2023

project number: 2022.00307.000

scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-01-DR-A-08984

rev: P2

issue status: S2


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N

Key

Communal Facilities

# Plan 5 - Communal Facilities - Level 02

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

original by: EK | date created: 12/22/25 | approved by: DB


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project: Broad Street Mall Residential

drawing: Plan 5 - Communal Facilities - Level 02

computer file: I:\0.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

project number: 2022.00307.000

scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-02-DR-A-08984

rev: P2

issue status: S2


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N

Key

Communal Facilities

# Plan 5 - Communal Facilities - Level 03

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

original by: EK | date created: 12/22/25 | approved by: DB


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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 5 - Communal Facilities - Level 03

computer file: \\10.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

project number: 2022.00307.000

scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-03-DR-A-08984

rev: P2

issue status: S2


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# Plan 5 - Communal Facilities - Level 08

| | | | | |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |
| Rev | Description | Date | Dr by | App by |

original by: EK
date created: 12/22/25
approved by: DB


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project: Broad Street Mall Residential

drawing: Plan 5 - Communal Facilities- Level 08

computer file: I:\0.32.1.11\CEM_Profiles\...\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt
plot date: 17/02/2023

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 250 | @A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-08-DR-A-08984 | P2 | S2 |


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# Plan 5 - Communal Facilities - Level 17

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

| original by | date created | approved by |
|---|---|---|
| EK | 12/23/25 | DB |


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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 5 - Communal Facilities - Level 17

computer file: \\10.32.1.11\DEM_Profiles\...\redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart1.rvt

plot date: 17/02/2023

project number: 2022.00307.000

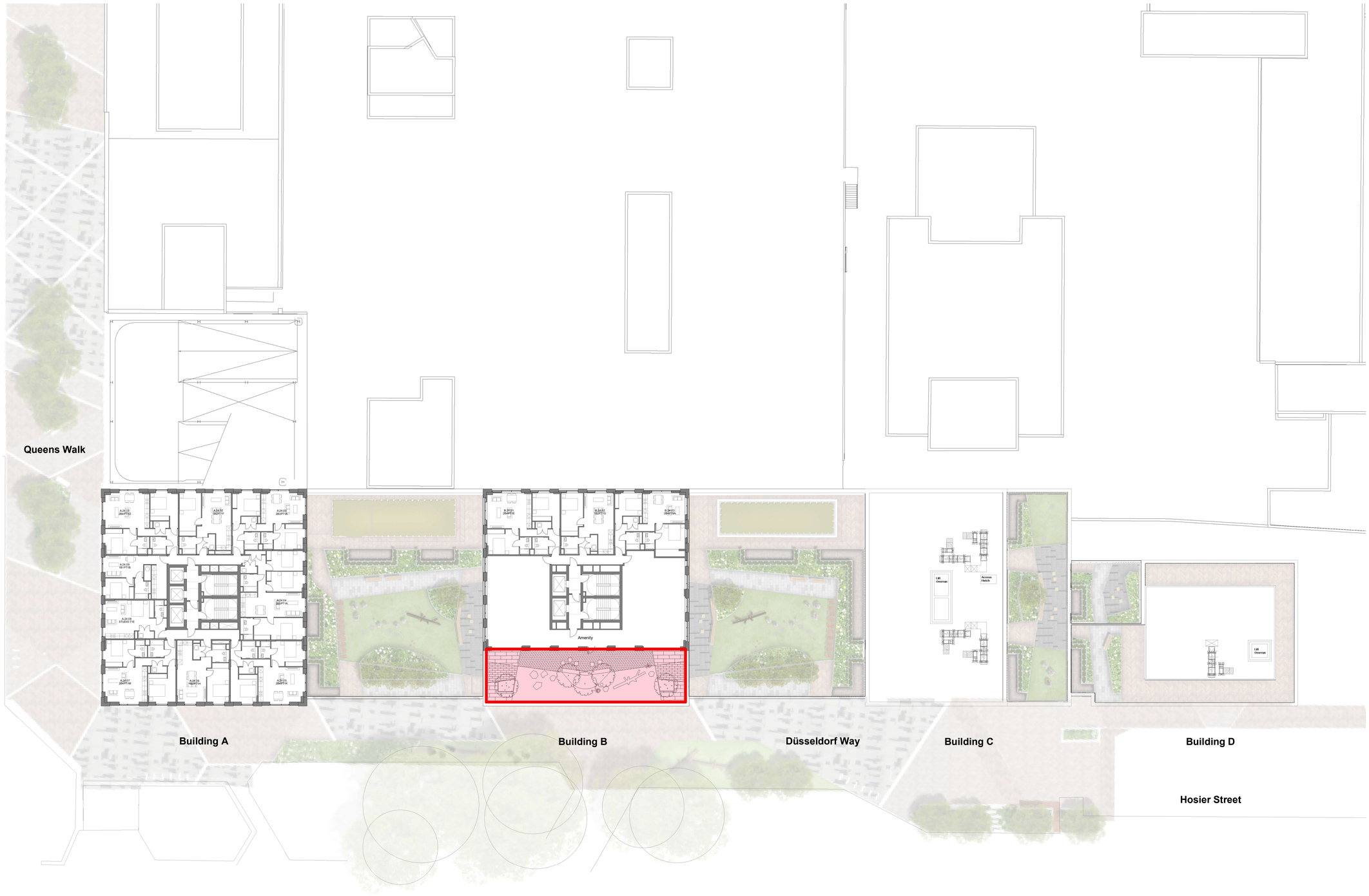
scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-17-DR-A-08984

rev: P2

issue status: S2


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N

Key

Communal Facilities

# Plan 5 - Communal Facilities - Level 24

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| | | | | |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |
| Rev | Description | Date | Dr by | App by |

| original by | date created | approved by |
|---|---|---|
| EK | 12/22/25 | DB |


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client name
McLaren (Broad Street Mall) Ltd and UREF III LP

project
Broad Street Mall Residential

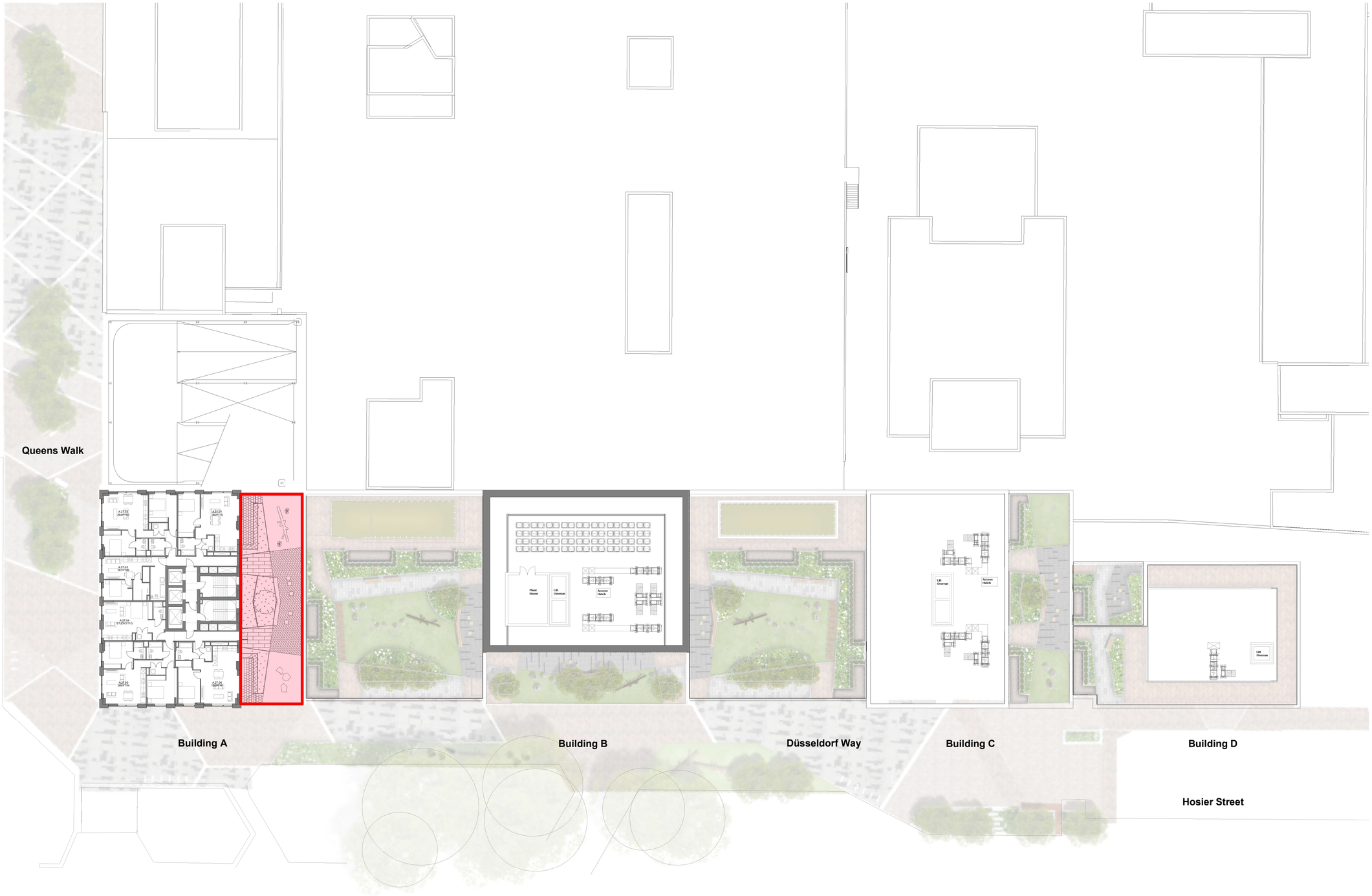
drawing
Plan 5 - Communal Facilities - Level 24

| computer file | plot date |
|---|---|
| \\10.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart1\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt | 17/02/2023 |

| project number | scale | |
|---|---|---|
| 2022.00307.000 | 1 : 250 | @A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-24-DR-A-08984 | P2 | S2 |


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# Plan 5 - Communal Facilities - Level 27

SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

original by: EK
date created: 12/22/25
approved by: DB


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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 5 - Communal Facilities - Level 27

computer file: I:\0.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date: 17/02/2023

project number: 2022.00307.000

scale: 1 : 250 @A1

drawing number: BSM-AHR-ZZ-27-DR-A-08984

rev: P2

issue status: S2


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SCALE 1 : 250

0 5 10 15

Scale Bar in Metres

N

## Key

Queens Walk Area

Key

Amenities

Circulation

BOH

Retail

New Car Park Ramp

Broad Street Mall

Queens Walk

12.4 m

247 Car Park Access

Retail Service Corridor

Staff Room

Staff Lockers

Delivery Store

Gym Store

Studio

Retail 6

Resident Cycle Store: 348 Spaces

Retail 8

Retail Cycle Store: 16 Spaces

Retail 1

Entrance

Retail 2

Retail 3

Retail 4

Gym

Retail 5

Retail 7

45.04

44.79

44.46

44.13

43.91

43.78

43.63

44.80

44.02

43.76

43.58

43.70

Building A

Building B

Building C

Building D

Düsseldorf Way

Hosier Street

4.6 m

10 m

Gradient: 1:10

4.5 m

16.6 m

12.4 m

3 m

2.7 m

Gradient: 1:70

3.6 m

21 m

Shared surface accessible route

Gradient: 1:21

7.9 m

Existing parking bays reduced to 21m

21 m

# Plan 6 - Queens Walk Area

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P1 | S106 Issue | 23/12/25 | BS | OM |

original by: BS | date created: 12/23/25 | Approved by: DB


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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 6 - Queens Walk - Level 00

computer file: H:\AR MAN\2022\2022.00307.000 - Broad Street Mall\22 BM\22.0 WIP Data\REDACTED\P1 APARTMENTS.rvt

plot date:

project number: 2022.00307.000 | scale: 1 : 250 @A0

drawing number: BSM-AHR-ZZ-00-DR-A-08987 | rev: P1 | issue status:


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SCALE 1 : 250

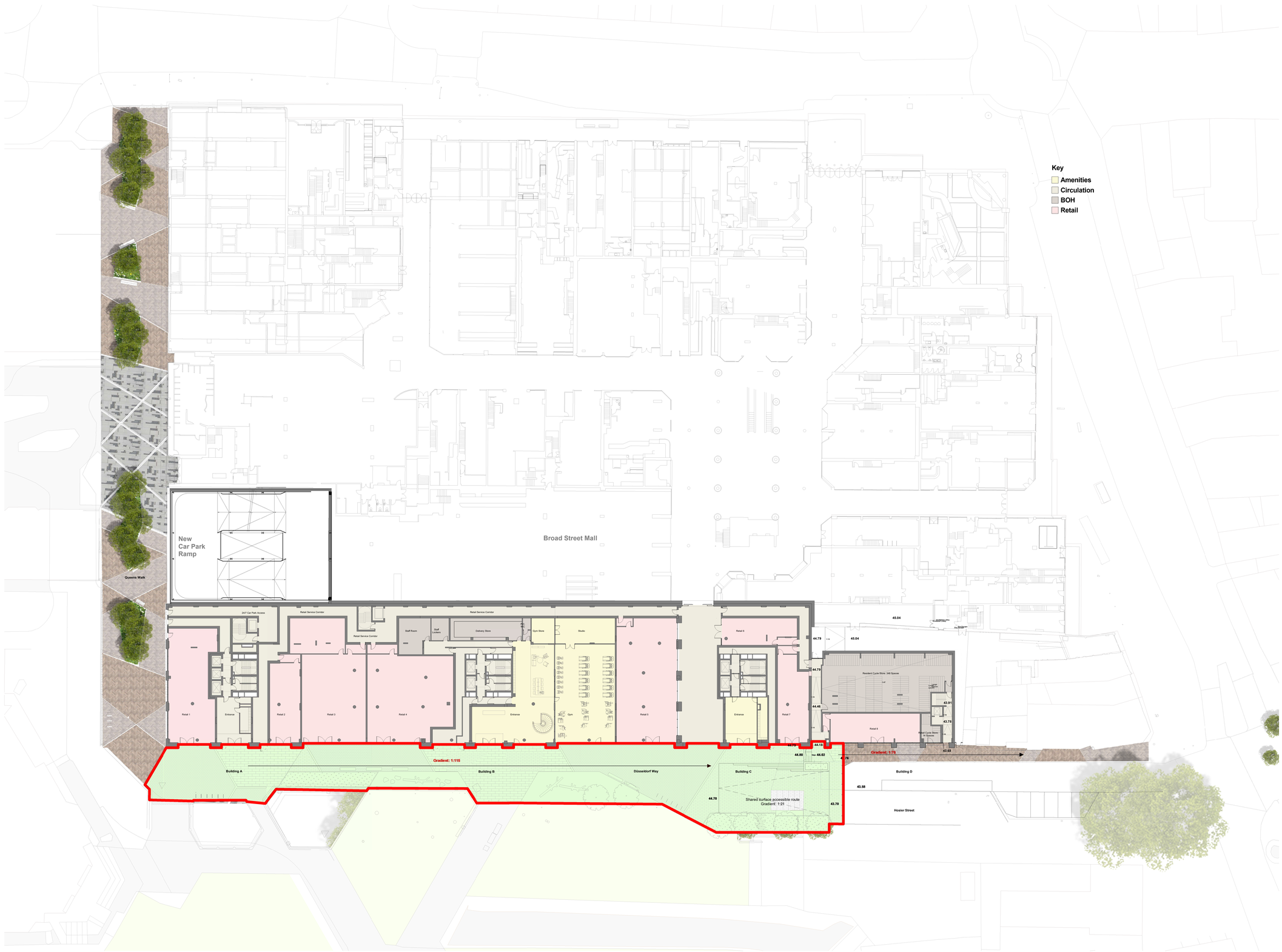
0 5 10 15

Scale Bar in Metres

N

**Key**

Düsseldorf Way Area




# Plan 7 - Düsseldorf Way Area

| | | | | |
|---|---|---|---|---|
| P1 | S1/06 Issue | | 23/12/25 | BS / DM |
| Rev | Description | | Date | Dr by / App by |
| original by: BS | | date created: 12/23/25 | | Approved by: DB |


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www.ahr.co.uk


client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

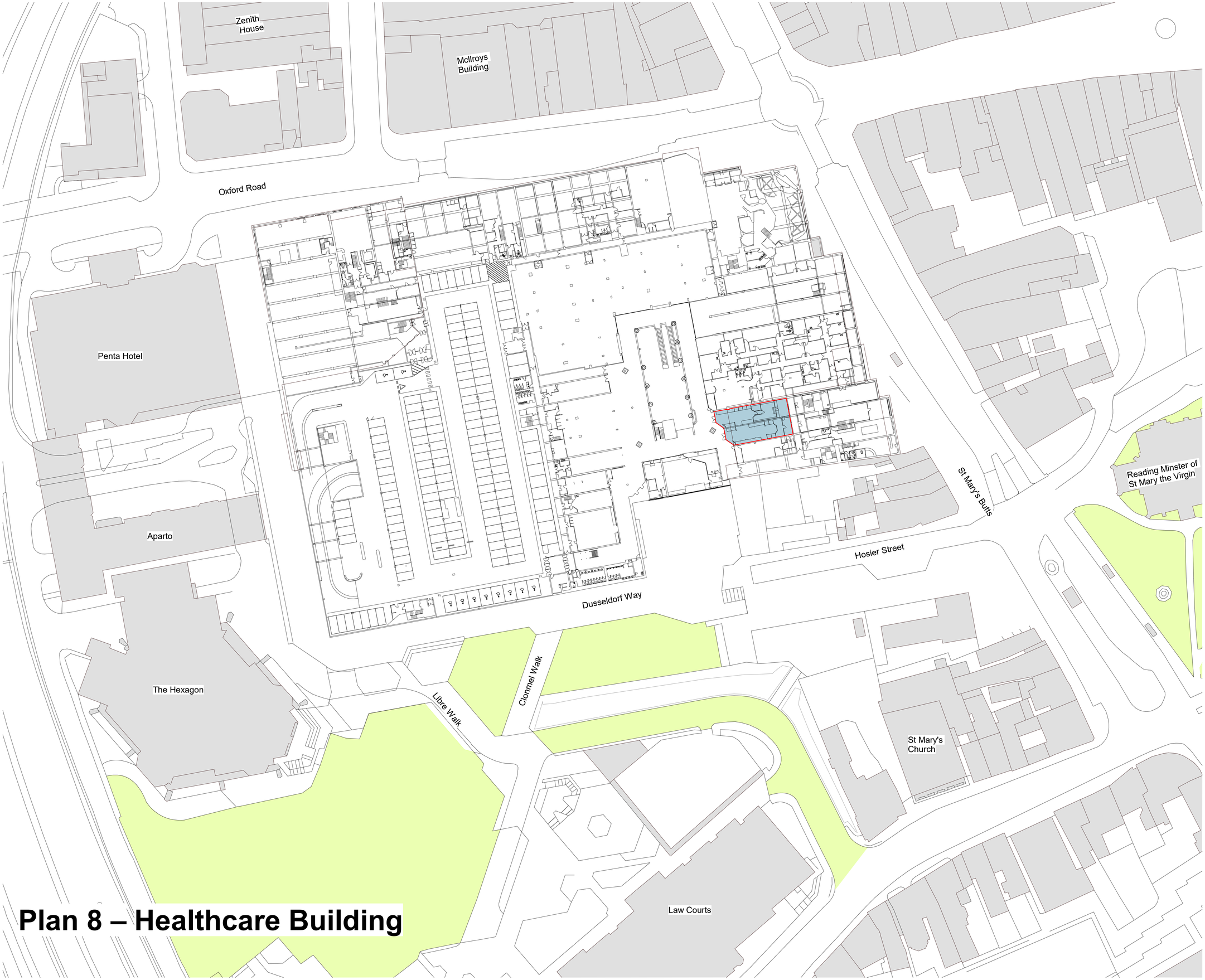
drawing: Plan 7 - Dusseldorf Way Area - Level 00

computer file: n:\all\MAN\2022\2022.00307.000 - Broad Street Mall\22.00XCD.01 WIP Data\RECOVERY APARTMENTS.rvt

plot date:

| | | |
|---|---|---|
| project number: 2022.00307.000 | scale: 1 : 250 | @A0 |
| drawing number: BSM-AHR-ZZ-00-DR-A-08988 | rev: P1 | issue status: |


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# Plan 8 – Healthcare Building

SCALE 1 : 500

0 10 20 30

Scale Bar in Metres

N

## Key

Units 106 and 107, First Floor - Proposed Healthcare Building

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P2 | S106 Issue - Key amended | 07/01/26 | BS | DM |
| P1 | S106 Issue | 23/12/25 | BS | DM |

original by: BS

date created: 12/23/25

approved by: DB

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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 8 - Healthcare Building - Existing Site Plan - Level 01

computer file: \\10.32.1.11\DEM_Profiles_Folder_redirection\bethany.stewart\Documents\Revit Files\Local Files\Revit 2021\BSM-AHR-ZZ-ZZ-M3-A-20001 - Apartment_bethany.stewart.rvt

plot date:

project number: 2022.00307.000

scale: As indicated@A1

drawing number: BSM-AHR-ZZ-01-DR-A-08988

rev: P2

issue status: S2

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# Plan 9 - Hosier Street Highway Works

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P1 | S106 Issue | 23/12/25 | BS | DM |

original by: BS | date created: 12/23/25 | Approved by: DB


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project: Broad Street Mall Residential

drawing: Plan 9 - Hosier Street Highway Works - Level 00

computer file: H:\All\MANAGED\2022.00307.000 - Broad Street Mall\22.00MCD.01.WIP Data\RECOVERY APARTMENTS.rvt

plot date:

project number: 2022.00307.000

scale: 1 : 250 @A0

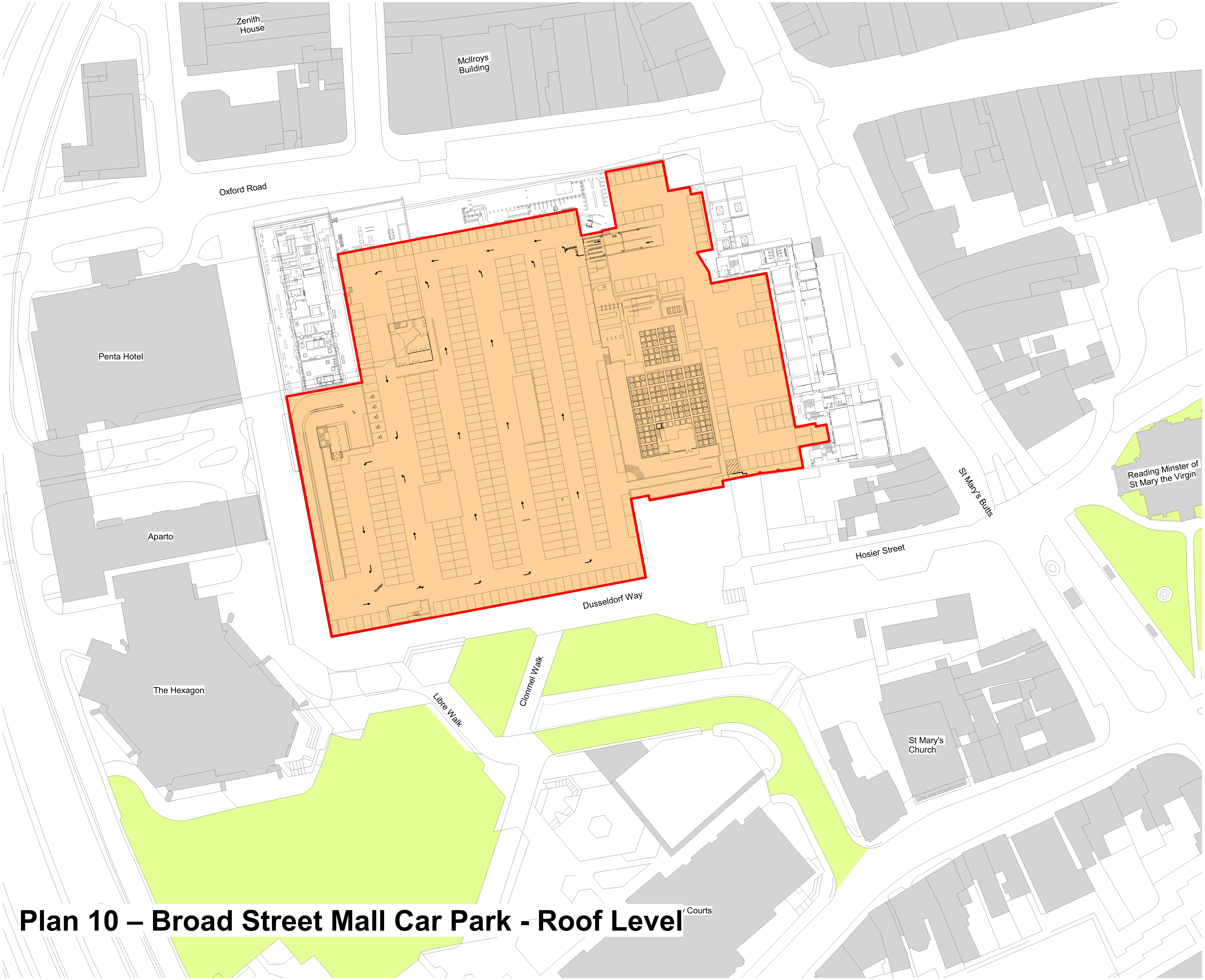
drawing number: BSM-AHR-ZZ-00-DR-A-08989

rev: P1

issue status:


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# Plan 10 – Broad Street Mall Car Park - Roof Level




SCALE 1 : 500

0 10 20 30

Scale Bar in Metres

N

**Key**

Broad Street Mall Car Park

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P1 | S106 Issue | 23/12/25 | BS | DM |

original by: BS
date created: 12/23/25
approved by: DB

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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 10 - Broad Street Mall Car Park

computer file: H:\AR.MAN\2022\2022.00307.000 - Broad Street Mall\22 BIM\22.0 WIP Data\RECOVERY APARTMENTS.rvt

plot date:

project number: 2022.00307.000

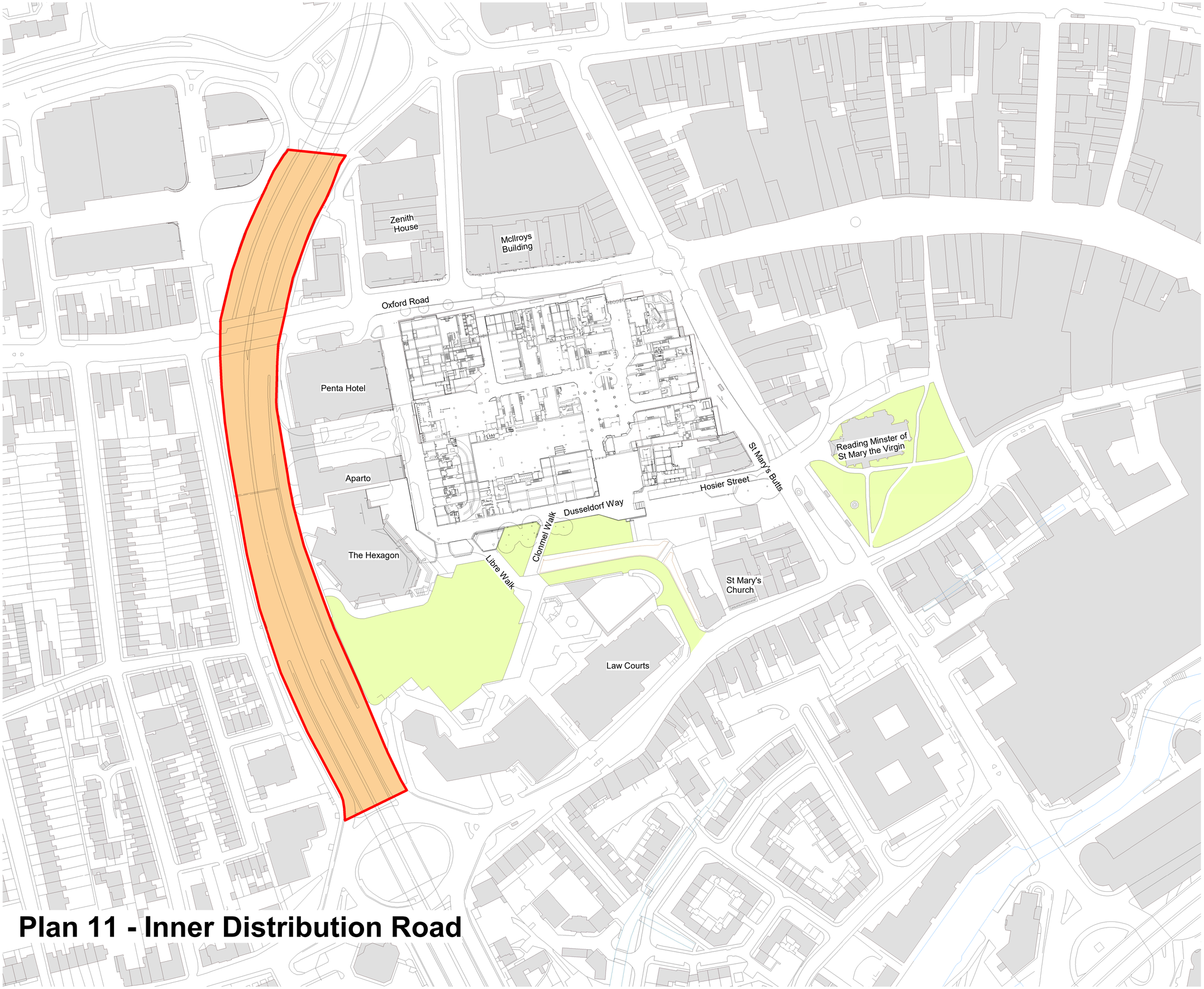
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drawing number: BSM-AHR-ZZ-03-DR-A-08986

rev: P1

issue status: S2


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# Plan 11 - Inner Distribution Road

SCALE 1 : 1000

0 20 40 60

Scale Bar in Metres

N

**Key**

Inner Distribution Road

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P1 | S106 Issue | 23/12/25 | BS | DM |

| original by | date created | approved by |
|---|---|---|
| BS | 12/23/25 | DB |

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client name
McLaren (Broad Street Mall) Ltd and UREF III LP

project
Broad Street Mall Residential

drawing
Plan 11 - Inner Distribution Road

computer file
H:\AR.MAN\2022\2022.00307.000 - Broad Street Mall\22 BIM\22.0 WIP Data\RECOVERY APARTMENTS.rvt

plot date

| project number | scale |
|---|---|
| 2022.00307.000 | As indicated@A1 |

| drawing number | rev | issue status |
|---|---|---|
| BSM-AHR-ZZ-00-DR-A-08990 | P1 | S2 |

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Zenith House

McIlroys Building

Oxford Road

Penta Hotel

Aparto

The Hexagon

Libre Walk

Clonmel Walk

Dusseldorf Way

Hosier Street

St Mary's Butts

Reading Minster of St Mary the Virgin

St Mary's Church

Law Courts

# Plan 12 - Basement Area

SCALE 1 : 500

0 10 20 30

Scale Bar in Metres

N

## Key

Basement Area

| Rev | Description | Date | Dr by | App by |
|---|---|---|---|---|
| P1 | S106 Issue | 23/12/25 | BS | DM |

| original by | date created | approved by |
|---|---|---|
| BS | 12/23/25 | DB |


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client name: McLaren (Broad Street Mall) Ltd and UREF III LP

project: Broad Street Mall Residential

drawing: Plan 12 - Basement Area

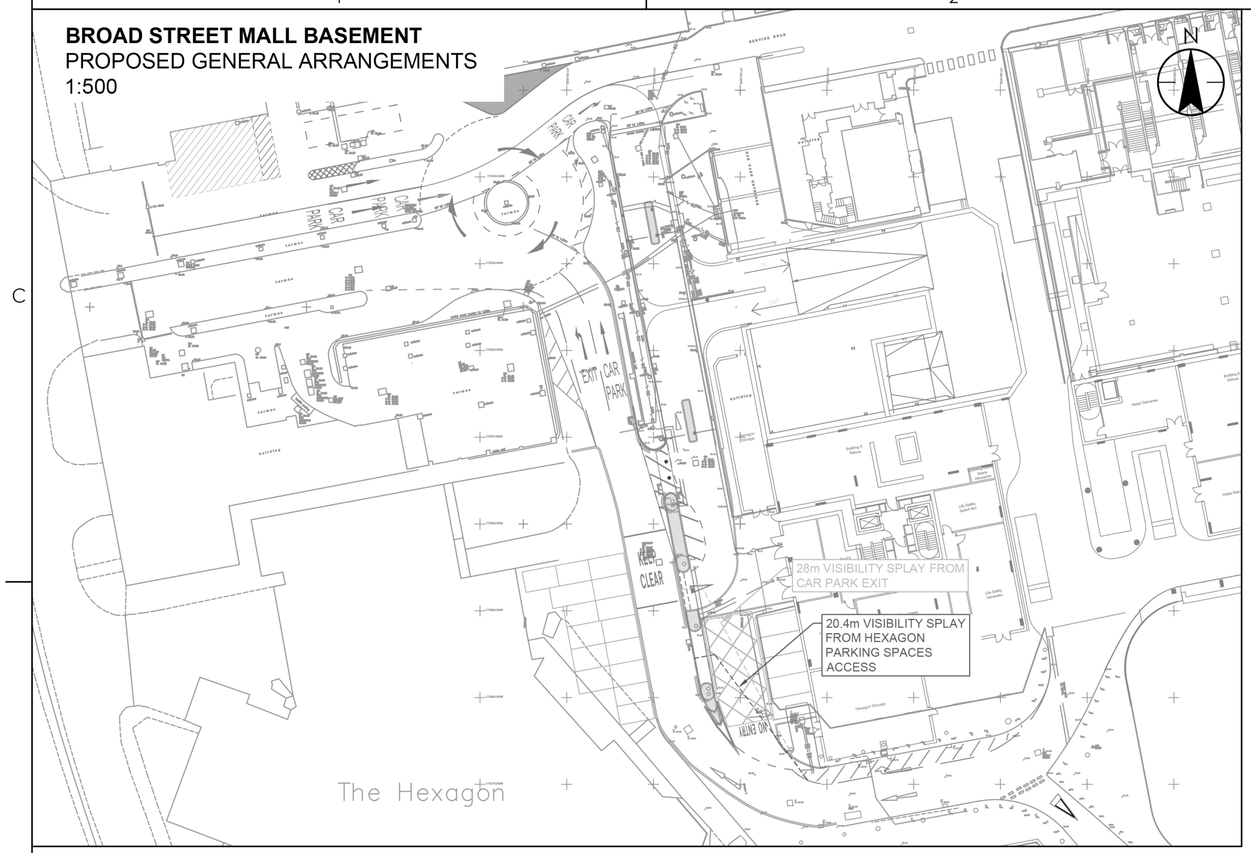
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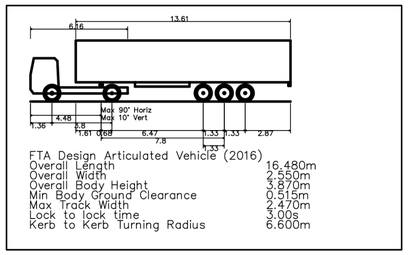
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| project number | scale | |
|---|---|---|
| 2022.00307.000 | As indicated@A1 | |
| drawing number | rev | issue status |
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**BROAD STREET MALL BASEMENT**
PROPOSED GENERAL ARRANGEMENTS
1:500



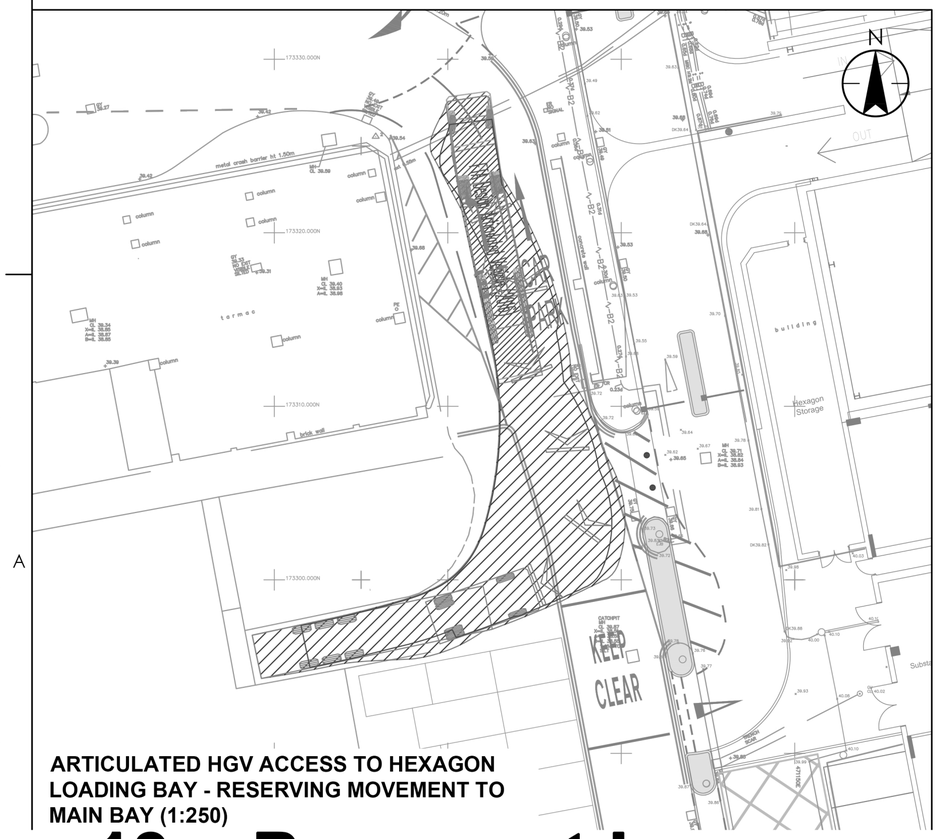




FTA Design Articulated Vehicle (2016)

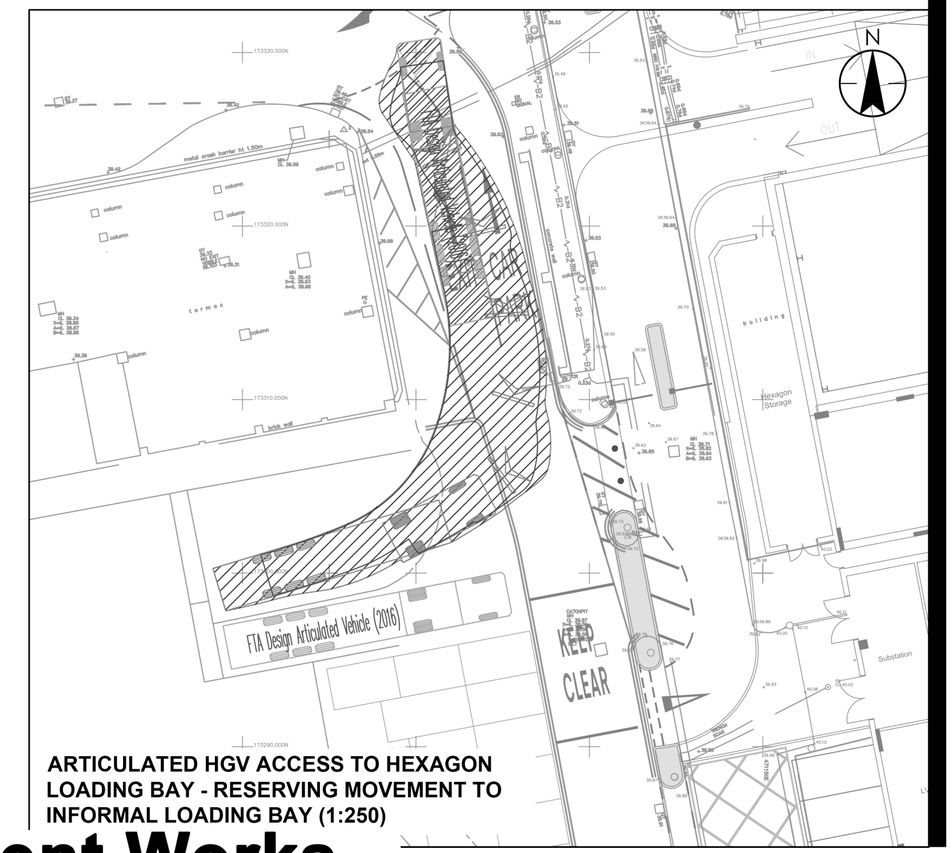
| | |
|---|---|
| Overall Length | 16.480m |
| Overall Width | 2.550m |
| Overall Body Height | 3.870m |
| Min Body Ground Clearance | 0.515m |
| Max Track Width | 2.470m |
| Lock to lock time | 3.00s |
| Kerb to Kerb Turning Radius | 6.600m |

0 5 10 15 20 25m
SCALE 1:250

0 10 20 30 40 50m
SCALE 1:500




**ARTICULATED HGV ACCESS TO HEXAGON LOADING BAY - RESERVING MOVEMENT TO MAIN BAY (1:250)**




**ARTICULATED HGV ACCESS TO HEXAGON LOADING BAY - RESERVING MOVEMENT TO INFORMAL LOADING BAY (1:250)**

Plotted: 13.02.2025 2025.02.13 11:44:04 AM By: House, Joe
FINAL SHEET - ISO A2 J:\332110742 broad street mall, reading\5500 - transport\02 - drawings\cad\dwgs\wip\332110742_5500_015_p05

Stantec
Stantec UK Limited
READING
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Berkshire RG1 8DN
Tel: +44 1189 500 761
www.stantec.com/uk

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| Issued/Revision | By | Appd | YYYY.MM.DD |
|---|---|---|---|
| P05 REVISED FOR PLANNING SUBMISSION | JH | SW | 2025.02.13 |
| P04 MINOR KERB EXTENSION TO CENTRAL MARGIN | JH | SW | 2025.01.30 |
| P03 ADDITIONAL LOADING AREA TRACKING | CE | JH | 2024.12.18 |
| P02 REVISED VEHICLE TRACKING | JH | SW | 2024.12.12 |
| P01 FIRST ISSUE | ML | JH | 2024.12.11 |

| | Dwn. | Dsgn. | Chkd. | YYYY.MM.DD |
|---|---|---|---|---|
| | ML | JH | JH | 2024.12.11 |

Issue Status

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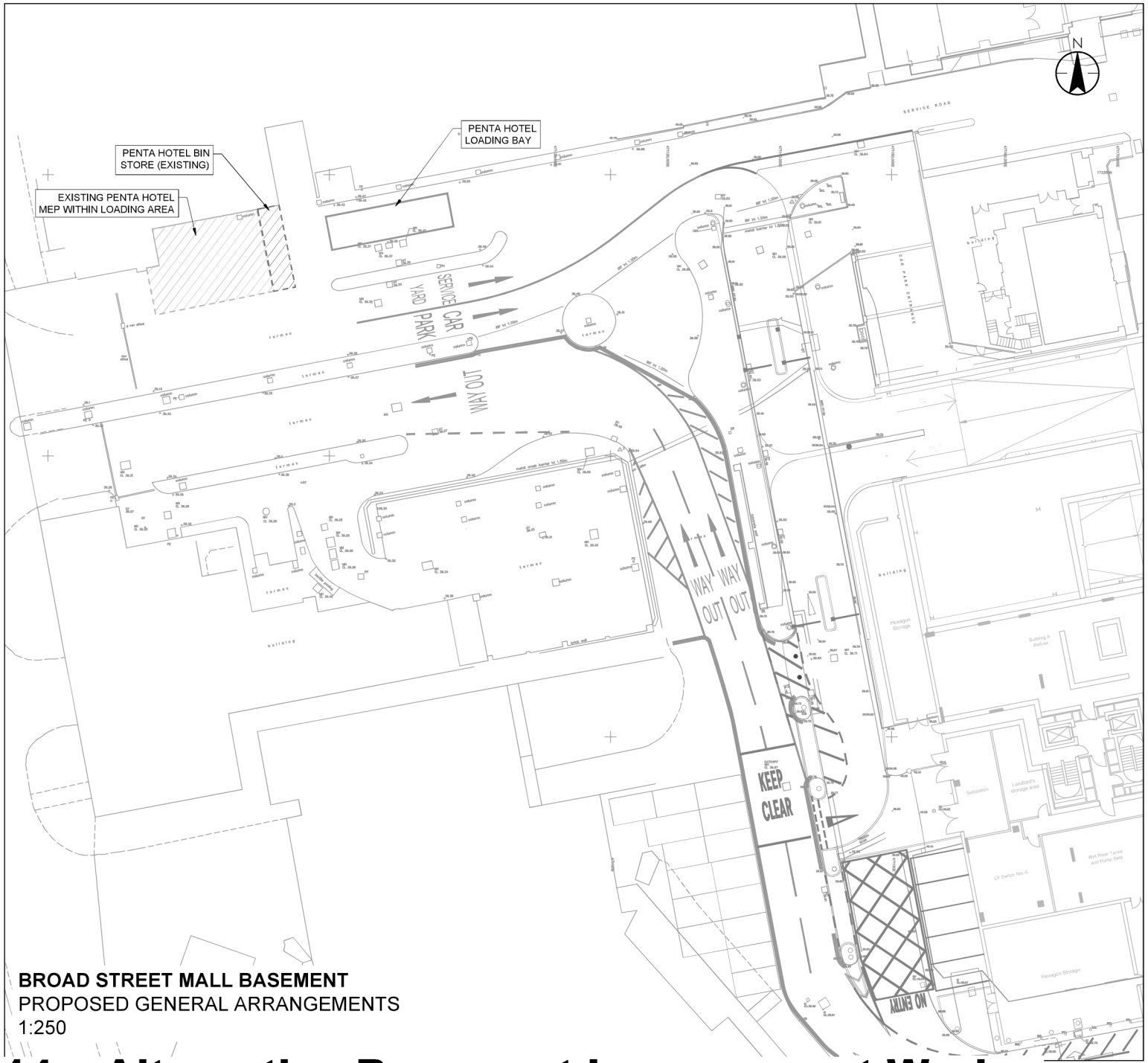
READING, UK

Title
PROPOSED BASEMENT LEVEL
CAR PARK ACCESS ARRANGEMENT
ALTERNATIVE LAYOUT (OPTION 3 NO HEXBOX)

| Project No. | Scale |
|---|---|
| 332110742 | AS SHOWN |

| Revision | Drawing No. |
|---|---|
| **P05** | **332110742/5500/015** |

# Plan 13 – Basement Improvement Works




**BROAD STREET MALL BASEMENT**
PROPOSED GENERAL ARRANGEMENTS
1:250

# Plan 14 – Alternative Basement Improvement Works


Stantec

Stantec UK Limited
READING
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www.stantec.com/uk



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0 5 10 15 20 25m
SCALE 1:250

| | | | | |
|---|---|---|---|---|
| P01 FIRST ISSUE | | JH | - | 2025.07.11 |
| Issued/Revision | | By | Appd | YYYY.MM.DD |
| | JH | - | - | 2025.07.11 |
| | Dwn. | Dsgn. | Chkd. | YYYY.MM.DD |

Issue Status

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Client/Project
MCLAREN (BROAD STREET MALL) LTD

BROAD STREET MALL

READING, UK

Title
PROPOSED ACCESS/EGRESS ARRANGEMENT - BASEMENT LEVEL ALTERNATIVE PERMANENT LAYOUT (OPTION 4)

| Project No. | Scale |
|---|---|
| 332110742 | 1:250 |
| Revision | Drawing No. |
| P01 | 332110742/5500/022 |


8, 2025 2025.08.12 4:17:59 PM By: House, Joe
\\EET-REGA2 ...\332110742 broad street mall reading\5500 - transport\02 - drawings\cad\dwgs\vwp\332110742_5500_022_p01

## Schedule 2 – The Development

Part-demolition of existing retail units, car park and service areas, demolition and rebuild of car park ramp, and construction of a residential-led, mixed-use development fronting Queens Walk and Düsseldorf Way, including all necessary enabling and alteration works required.

## Schedule 3 – Excluded Interests

**ADJACENT OWNERS**

| Title No. | Property | Registered Proprietor |
|---|---|---|
| BK408682 | Queens Court, 15 Queens Walk, Reading (RG1 7QF) And Penta Hotel, Oxford Road, Reading (RG1 7RH) | HGREIT II Reading Student Housing B.V. |
| BK504438 | Penta Hotel, Oxford Road, Reading (RG1 7RH) | HGREIT II Reading, Inc. |
| BK489099 | 15 Queens Walk, Reading (RG1 7QF) | HGEIT II Reading Student Housing Operations B.V. |
| BK466608 | The Ground Floor And Lower Ground Floor Being Penta Hotel, Oxford Road, Reading (RG1 7RH) | Lucian Properties Limited |
| BK213461 | Parts Of The Piazza At Ground Floor Level And Lower Ground Floor Level And Airspace Being The Renaissance Hotel, Oxford Road, Reading (RG1 7RH) | Lucian Properties Limited |
| BK433218 | Parts Of The Piazza At Ground Level And Lower Ground Level And Airspace Being The Renaissance Hotel, Oxford Road, Reading (RG1 7RH) | Hotel Property Investors UK Limited |

**COUNCIL INTERESTS**

| Title No. | Property | Registered Proprietor |
|---|---|---|
| BK33980 | The Reading Civic And Commercial Centre, St Mary's Butts | Reading Borough Council |
| BK129572 | A Multi-Storey Car Park At The Butts Commercial Centre, Reading | Reading Borough Council |

**STATUTORY UNDERTAKERS**

| Title No. | Property | Registered Proprietor |
|---|---|---|
| BK143493 | Electricity Sub Station Site Number Four In The Basement, The Butts Shopping Centre, Reading | Southern Electric Power Distribution PLC. |
| BK143495 | Electricity Sub Station Site Number Three In The Basement, The Butts Shopping Centre, Reading | Southern Electric Power Distribution PLC. |

# Schedule 4- Residential Accommodation

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Affordable Housing** means housing accommodation to be provided with some degree of financial subsidy enabling it to be delivered for rent at a price or on rent terms which are lower than the prevailing open market for similar housing within the Local Area for the benefit of Eligible Persons whose needs are not met by the market;

**Affordable Housing Clawback Amount** means in relation to any Affordable Housing Clawback Disposal, a sum to be paid by the Owners to the Council calculated by using the following formula:

clawback sum to be paid = B x C, where:

B = the price at which the Affordable Housing Unit(s) is sold;

C= the percentage discount that had been applied to the rent in respect of the Affordable Housing Unit(s) being sold;

**Affordable Housing Clawback Disposal** means the proposed sale of the freehold interest or the grant of a long leasehold interest (being a term of at least one hundred and twenty-five (125) years) during the Affordable Housing Covenant Period in respect of one (1) or more of the Affordable Housing Units within the Development where the units will no longer be provided as Affordable Housing in accordance with the terms of this Agreement and for the avoidance of doubt which shall exclude the sale of the freehold interest or the grant of a long leasehold interest in the Affordable Housing Units to a Registered Provider;

**Affordable Housing Covenant Period** means the lifetime of the Development starting from (and including) the date of Practical Completion of the relevant Affordable Housing Unit(s);

**Affordable Housing Tenure Mix** means (unless otherwise agreed in writing by the Council) the size mix of the fifteen (15) Discounted Market Rent Housing Units and sixty-five (65) Local Housing Allowance Units as follows:

| **Type** | **Local Housing Allowance Units** | **Discounted Market Rent Housing Units** | **Total** |
|---|---|---|---|
| **Studio/1 bedroom Flat** | 27 | 7 | 34 |
| **2 bedroom flat** | 31 | 7 | 38 |
| **3 bedroom** | 7 | 1 | 8 |
| **Total** | 65 | 15 | 80 |

**Affordable Housing Management Strategy** means a strategy to be prepared by the Owners setting out:

a) terms of the Tenancy Agreement;

b) the weekly rent and service charge levels (noting that all rents are inclusive of service charges);

c) apportionment of the Affordable Housing Units across the Development;

d) management, maintenance and service arrangements of the Affordable Housing Units, relevant Block and Communal Facilities; and

e) a marketing agreement setting out how the availability of the Affordable Housing Units are to be publicised for both initial and subsequent lets and the platforms upon which the publication shall occur;

**Affordable Housing Unit(s)** means (unless otherwise agreed in writing by the Council) those eighty (80) Residential Units to be provided as part of the Development as Affordable Housing comprising Discounted Market Rent Housing Units and Local Housing Allowance Units as shown on Plan 4 to be provided and occupied in accordance with the Affordable Housing Tenure Mix and the Affordable Housing Management Strategy;

**Benchmark Land Value** means six million four hundred thousand pounds (£6,400,000);

**Broad Rental Market Area** means the geographical area used to determine the Local Housing Allowance;

**Build Contract** means the contract to be entered into with a building contractor to carry out the Development;

**Build Costs** means the actual costs, expenses and liabilities properly proportionately and reasonably committed or incurred (or to be committed or incurred) by the Owners in connection with the acquisition, disposal, construction, marketing and management of the Development (with such costs, expenses and liabilities to be proven to the Council's satisfaction on an open book basis in accordance with the Supporting Evidence and Paragraphs 2 and 4 of Part 2 of this Schedule) including without limitation the following:

a) all relevant construction costs up to Practical Completion (to include any site remediation, demolition, stripping out, and site clearance works insofar as reasonably necessary) and reasonable fit-out costs associated with the Residential Units such costs to be independently verified by an independent quantity surveyor PROVIDED ALWAYS that, where the Build Contract is not entered into on an arm's length third party bona fide basis, such costs shall be capped at a figure not exceeding the actual labour and material costs (excluding any profit element) incurred by the contractor employed to carry out the Development ("**the Actual Costs**") plus a sum of six percent (6%) of the Actual Costs;

b) stamp duty land tax and land registry fees to the extent this cannot be mitigated by the availability of relief;

c) the reasonable and proper cost of obtaining any statutory approvals, consents or licences or permissions required from any local or competent authority to enable the Owners to carry out and complete the Development;

d) any Community Infrastructure Levy to the extent that payment of such Community Infrastructure Levy cannot be mitigated by the availability of any available reliefs or exemptions (excluding, for the avoidance of any doubt, any surcharges and/or late payment interest) that is payable;

e) the sums paid or payable to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other than any Forward Fund Deferred Contribution or Sale Scenario Deferred Contribution and interest payable on late payments;

f) finance costs in connection with the construction and completion of the Development fixed at a rate of two percent (2%) above Bank of England base rate;

g) insurance costs;

h) any reasonable and proper external costs relating to the sale, lease or other disposal of the Development (or any part thereof) (including structural warranties) and all external legal, surveyors and other professional fees, agency fees, advertising, marketing, promotional expenses and other costs in connection with any of the items referred to in this definition; and

i) a sum in respect of the fees for professional consultants howsoever appointed (e.g. internal, external or connected third parties) in relation to the Development fixed at nine percent (9%) of the aggregate of the costs incurred in relation to item a) above,

as at the Relevant Date PROVIDED THAT:

i. where contracts have been let and/or expenditure committed or incurred with unconnected third parties on an arm's length basis such costs shall represent actual agreed tender prices or expenditure committed or incurred but where the final costs under any such contracts are not known then such final costs shall represent a reasonable estimate of such final costs PROVIDED ALWAYS such estimates must be independently verified and agreed by the Council;

ii. where contracts have been let and/or expenditure committed or incurred with connected third parties or otherwise than on an arm's length basis then such costs shall not exceed the costs and expenditure (on an open book basis) that would have been incurred were they procured from unconnected third parties and on an arm's length basis PROVIDED ALWAYS that the Developer shall be responsible for providing the Council with such documentary evidence on an open book basis to demonstrate such assumption;

iii. where contracts have not been let and/or other items of expenditure have not yet been committed or incurred then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties on an arm's length basis PROVIDED ALWAYS such estimates must be independently verified and agreed by the Council on an open book basis;

iv. all internal management and administrative costs and expenses shall be excluded;

v. any recoverable VAT shall be excluded;

vi. no items shall be counted more than once;

vii. all costs, expenses and liabilities must be incurred solely in relation to the Development and for no other purpose;

viii. any costs fines, penalties, sums and liabilities incurred by reason of any breach or default of the Owners or those under its control by way of delay, with the exception of costs incurred by the Owners associated with receipt of requisite approvals pursuant to the Building Safety Act 2022 which the Owners can demonstrate to the Council's reasonable satisfaction were outside of their control, shall be excluded;

ix. all such information relied upon by the Owners shall be independently verified by a quantity surveyor; and

x. the Owners shall at all times act in good faith,

PROVIDED ALWAYS that the Supporting Evidence to be submitted as part of the Forward Fund Scenario Updated Viability Appraisal and/or the Sale Scenario Updated Viability Appraisal must include documentary evidence which confirms to the Council's satisfaction items (a) – (i) above and FURTHER PROVIDED THAT all fixed sums referred to in this Agreement (including but not limited to the finance costs and professional fees) are fixed and no evidence is required to be provided in this respect other than the Owners shall be required to evidence the application of the fixed financing rate);

**Build to Rent Units** means purpose built housing that is typically one hundred percent (100%) rented out which can form part of a wider multi-tenure development comprising either flats or houses, but should be on the same site and/or contiguous with the main development and will usually offer longer tenancy agreements of three (3) years or more, and will typically be professionally managed stock in single ownership and management control;

**Communal Facilities** means those areas within each Block as shown on Plan 5 available for use and enjoyment by the occupants of the Residential Units;

**Deferred Contribution Cap** means the sum of twenty-seven million one hundred and twenty-eight thousand nine hundred and five pounds (£27,128,905) (Index Linked);

**Discounted Market Rent Housing** means housing offered to Eligible Persons at a rent (inclusive of service charges) that is not more than eighty percent (80%) of Market Rent;

**Discounted Market Rent Housing Units** means the Affordable Housing Units identified on Plan 4 which are to be made available as Discounted Market Rent Housing in accordance with the Affordable Housing Tenure Mix and Affordable Housing Management Strategy;

**Dispose** means:

a) the grant or assignment of any legal interest in a Residential Unit or other revenue-generating interests within the Development; and

b) the Exchange of Contracts in respect of a Residential Unit or other revenue-generating interests within the Development,

and "**Disposal**" and "**Disposed**" shall be construed accordingly**;**

**Disposal Schedule** means a schedule setting out:

a) the actual capital receipts achieved in respect of the Residential Units and other revenue-generating elements of the Development that have been Transferred as at the Relevant Date; and

b) the independently estimated Market Value of any Residential Units and other revenue-generating elements of the Development that are yet to be Disposed of or Transferred,

in each case clearly identifying the value of discounts, incentives or allowances allowed by the Owners in respect of each such Residential Unit and other revenue-generating elements of the Development (as the case may be) together with a schedule setting out all rental income generated from the Development either as interim total amounts prior to lettings or estimated rents receivable capitalised using an appropriate commercial all-risks yield rate;

**Eligible Persons** means persons who meet the Qualifying Criteria and who (in relation to the Local Housing Allowance Units only) will be prioritised and nominated in accordance with the Priority Hierarchy;

**Exchange of Contracts** means contracts for the sale or the grant of a lease have been exchanged in accordance with the requirements of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989;

**External Viability Consultant** means the external consultant(s) appointed by the Council to assess the Forward Fund Scenario Updated Viability Appraisal and/or the Sale Scenario Updated Viability Appraisal together with any Supporting Evidence and any further information that may be requested by the Council;

**Forward Funding Agreement** means any form of agreement entered into for the purposes of forward funding any part of the Development;

**Forward Fund Scenario** means where, at the Forward Fund Trigger Date, the Residential Units have been Transferred pursuant to a Forward Funding Agreement;

**Forward Fund Trigger Date** means the earlier of either:

a) Practical Completion of the Development; or

b) thirty-six (36) months from Practical Completion of the first Block to be Practically Completed;

**Forward Fund Deferred Contribution** means in respect of the Forward Fund Updated Viability Appraisal carried out in accordance with Paragraph 2 of Part 2 of this Schedule fifty percent (50%) of the Surplus (if any) that may be payable by the Owners to the Council and to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area PROVIDED THAT any such sum shall not exceed the Deferred Contribution Cap;

**Forward Fund Scenario Updated Viability Appraisal** means a viability appraisal in respect of the Development in order to assess whether there is a Surplus as at the Relevant Date to be used towards payment of a Forward Fund Deferred Contribution in accordance with the terms of this Agreement, and which shall be:

a) carried out in accordance with all relevant published industry, professional and government guidance in relation to viability by an individual who is a professional member of the Royal Institution of Chartered Surveyors;

b) presented in 'Argus developer' format; and

c) paid for in full (including the cost of any External Viability Consultant appointed by the Council) by the Owners;

**Gross Development Value** means the sum of:

a) the consideration received (including the value of all net receipts) from any Transfer of any part of the Development prior to the Relevant Date (which, in the Forward Fund Scenario, shall mean the contract price (and any other related receipts) attributed to the relevant part of the Development Transferred pursuant to a Forward Funding Agreement);

b) the Market Value of any part of the Development that has been otherwise Disposed of prior to the Relevant Date;

c) the estimated Market Value at the Relevant Date of all remaining parts of the Development that are yet to be Disposed of prior to the Relevant Date, based on detailed comparable evidence to be Approved by the Council;

d) any other income received by the Owners from any uses within the Development;

e) all non-repayable sums secured from or through third parties in relation to the Development including (without limitation) government relief, grants, incentives, public subsidy and/ or tax opportunities;

f) the value of any overage or other performance-related payment attributable to any Transfer or Disposal;

g) all other actual sale proceeds, rental income sums received for extras (including but not limited to fixtures, fittings, upgrade specification and furniture), reservation fees, commissions received or to be received in connection with any such Transfer or Disposal, non-cash consideration, part exchanged properties, deferred and/or contingent consideration or consideration paid in kind capital payments and receipts paid to, or received by, the Owners (or by others on its behalf) after the date of this Agreement in respect of any Transfer, Disposal and Deemed Disposal; and

h) any compensation, damages, interest or other payment or sum, benefit, indemnity, security, assurance or thing of a monetary value of whatever nature not otherwise provided for in this definition received by or, on behalf (or as agent) of, the Owners (or a third party on its behalf) for any purpose whatsoever in respect of the Development and/or any security provided by a third party in connection with the Development and/or the carrying out or completion thereof,

PROVIDED ALWAYS that the Supporting Evidence to be submitted as part of the Forward Fund Updated Viability Appraisal and/or Sale Scenario Updated Viability Appraisal must include documentary evidence which confirms to the Council's satisfaction items (a) – (h) above, and FURTHER PROVIDED THAT all such sale proceeds, capital payments receipts and other income shall only be taken into account once when calculating the gross development value;

**Household** means in relation to a person "A", A and all other persons who would, reside with A and one another as the only or main residence of both A and such other person(s);

**Household Size** means the number of persons within the Household which is considered to be an appropriate number to reside in an Affordable Housing Unit based on the number of bedrooms within the Affordable Housing Unit;

**Landlord** means the entity responsible for letting the Residential Units;

**Local Housing Allowance** means the allowance paid to housing benefit claimants and is set by the Valuation Office Agency and takes into account the size and make up of a claimant's Household and the Broad Rental Market Area that the Residential

Property falls in (such allowances are published on the central government website (or any substitute or replacement thereof);

**Local Housing Allowance Rented Housing** means housing offered to Eligible Persons at a rent (including service charges) that shall be capped at Local Housing Allowance "**LHA**" and in the event LHA is replaced in the future, the applicable rent will be the lower of:

a) eighty percent (80%) of Market Rent; or

b) the last published LHA rate as increased by an amount equivalent to any increase in the Market Rent from the date on which the LHA rate was last published to the date the affordable private rent is calculated;

**Local Housing Allowance Units** means the Affordable Housing Units identified on Plan 4 which are to be made available as Local Housing Allowance Rented Housing in accordance with the Affordable Housing Tenure Mix;

**Market Build to Rent Clawback Amount** means in relation to any Market Build to Rent Clawback Disposal, a sum to be paid by the Owners to the Council calculated by using the following formula:

clawback sum to be paid = (B – C) x D, where:

B = the value of the Market Build To Rent Unit(s) within the Development being disposed of to be valued on the assumption that each such Market Build to Rent Unit is to be disposed of free of the restrictions in Schedule 4;

C = the value of the Market Build to Rent Unit(s) within the Development being disposed of to be valued on the assumption each such Market Build to Rent Unit is to be disposed of for use as a Market Build to Rent Unit bound by the restrictions in Schedule 4;

D = 30% ;

**Market Build to Rent Clawback Disposal** means the sale of the freehold interest or the grant of a long leasehold interest (being a term of at least one hundred and twenty-five (125) years) during the Market Build to Rent Covenant Period in respect of one or more of the Market Build to Rent Units within the Development BUT EXCLUDING ALWAYS any freehold sale or grant or assignment of a long leasehold interest in all of the Market Build to Rent Units in a Block to a build to rent operator or investor for build to rent purposes;

**Market Build to Rent Covenant Period** means in relation to each Block within the Development twenty (20) years starting from (and including) the date of Practical Completion of the relevant Block;

**Market Build to Rent Units** means any Residential Unit that is not Affordable Housing;

**Marketing Period** means a minimum period of twelve (12) weeks to advertise the availability of the Affordable Housing Units (both on initial and subsequent lets) during the initial four (4) week period of which the Affordable Housing Unit(s) shall be exclusively marketed to persons nominated by the Council in accordance with Paragraph 2.2.3 of Part 1 of this Schedule and the term "**Market**" shall be construed accordingly;

**Market Rent** means the rent paid for a comparable property in the area on the open market;

**Market Value** means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion;

**Neighbouring Local Authority** means Bracknell Forest Council, the Royal Borough of Windsor and Maidenhead, West Berkshire Council and Wokingham Borough Council;

**Owners' Profit** means an amount equal to the sum of twelve and a half percent (12.5%) of the Gross Development Value of the Development;

**Priority Hierarchy** means (in order of preference):

a) Households on the Council's housing waiting list;

b) Households where at least one (1) person both lives and works in the Local Area and has done so for at least the last three (3) consecutive years;

c) Households where at least one (1) person either lives or works in the Local Area and has done so for at least the last three (3) consecutive years; and

d) Households where at least one (1) person lives or works in a Neighbouring Local Authority and has done so for at least the last three (3) consecutive years;

**Qualifying Criteria** means in relation to an Eligible Person, being satisfied that:

a) their Household Size is appropriate to the size of the Affordable Housing Unit;

b) they can afford the applicable rents (including any benefits for which the Household is eligible);

c) they have provided suitable references and credit history;

d) they do not have any rent arrears or a history of rent arrears;

e) they do not have any recent convictions, i.e. within the last five (5) years; and

f) they have attended a face-to-face interview with a representative of the Landlord;

**Relevant Date** means in the Forward Fund Scenario, the Forward Fund Trigger Date and in the Sale Scenario, the Sale Scenario Trigger Date;

**Registered Provider** means an organisation which provides Affordable Housing and is registered in accordance with the provisions of chapter 3 of Part 2 of the Housing and Regeneration Act 2008;

**Residential Unit** means the residential accommodation to be provided as Build to Rent Units as part of the Development comprising the Affordable Housing Units and the Market Build to Rent Units;

**Residential Management Plan** means a plan setting out management principles for the Residential Units which shall include the following requirements unless otherwise agreed in writing with the Council:

a) each Residential Unit shall be self-contained and let separately for residential use with access to the Communal Facilities;

b) the length of each lease of each Residential Unit shall be offered at a minimum term of three (3) years unless a shorter term is requested by the prospective tenant;

c) each lease of each Residential Unit shall contain a break clause allowing the tenant to end the lease any time after the first six (6) months of the lease with two (2) months' notice;

d) the Residential Units shall be managed as a whole by a single professional property manager which:

   i. provides a consistent and quality level of housing management;

   ii. has some daily on-site presence;

   iii. is part of an accredited ombudsman scheme;

   iv. is a member of the British Property Federation and/or regulated by the Royal Institute of Chartered Surveyors;

   v. complies with the Royal Institute of Chartered Surveyors' Private Rented Sector Code (as revised from time to time);

   vi. has a complaints procedure; and

   vii. must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance; and

e) all rent increases within the term of each lease of each Residential Unit shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy;

**Sale Scenario** means where, at the Sale Scenario Trigger Date, the Residential Units have not been Transferred pursuant to a Forward Funding Agreement;

**Sale Scenario Deferred Contribution** means in respect of the Sale Scenario Updated Viability Appraisal carried out in accordance with Paragraph 4 of Part 2 of this Schedule a maximum of fifty percent (50%) of the Surplus (if any) that may be payable by the Owners to the Council and to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area PROVIDED ALWAYS THAT any such sum shall not exceed the Deferred Contribution Cap;

**Sale Scenario Trigger Date** means the earlier of either:

a) eighty percent (80%) Occupation of the Residential Units; or

b) twelve (12) months from the date of first Occupation of the Residential Units;

**Sale Scenario Updated Viability Appraisal** means a viability appraisal in respect of the Development in order to assess whether there is a Surplus as at the Relevant Date to be used towards payment of a Sale Scenario Deferred Contribution in accordance with the terms of this Agreement, and which shall be:

a) carried out in accordance with all relevant published industry, professional and government guidance in relation to viability by an individual who is a professional member of the Royal Institution of Chartered Surveyors;

b) presented in 'Argus developer' format; and

c) paid for in full (including the cost of any External Viability Consultant appointed by the Council) by the Owners;

**Supporting Evidence** means the full disclosure to the Council for their Approval on an open book basis of the following information (to the extent applicable):

a) for any costs actually incurred at the Relevant Date, receipted invoices or other evidence of payment or staged payment certified by the Owners' quantity surveyor or costs consultant or other professional;

b) for any costs yet to be incurred at the Relevant Date, the up-to-date best estimate of such costs by the Owners or where available by the Owners' quantity surveyor or costs consultant or other professional;

c) for sale proceeds and all other monies and/or income received at the Relevant Date, the Disposal Schedule together with certified copies of sale contracts or completion statements by the Owners' solicitor (subject to such solicitor expressly owing a duty of care to the Council);

d) in relation to any Residential Unit or other revenue-generating element of the Development which is unsold and/or any element of the Development which remains vacant or not let at the Relevant Date, then an independently obtained independent 'Red Book' valuations of the Market Value of the relevant Residential Unit(s) and/or other revenue-generating element of the Development (as the case may be);

e) documentary evidence of all net receipts and evidence of rental values achieved for each and all parts of the Development;

f) copies of the Build Contract or any other agreement entered into by the Owners in connection with the construction and funding of the Development PROVIDED THAT this shall not require the full disclosure of any confidential or commercially sensitive information (including the Forward Funding Agreement) and, where such relevant information is not to be disclosed but is required for the calculation a solicitor's certification confirming the relevant information rather than a full disclosure of the underlying documentation will suffice (subject to such solicitor expressly owing a duty of care to the Council); and

g) any other relevant information reasonably required by the Council supporting the Owners' assertions in respect of the Build Costs and the Gross Development Value;

**Surplus** means in relation to:

i) the Forward Fund Scenario Updated Viability Appraisal the sum that equates to the Gross Development Value less:

   a) the Build Costs as derived from the Forward Fund Scenario Updated Viability Appraisal; and

   b) the Owners' Profit; and

   c) the Benchmark Land Value;

ii) the Sale Scenario Updated Viability Appraisal the sum that equates to the Gross Development Value less:

   a) the Build Costs as derived from the Sale Scenario Updated Viability Appraisal; and

b) the Owners' Profit; and

c) the Benchmark Land Value;

**Tenancy Agreement** means a periodic tenancy or an assured shorthold tenancy for a minimum term of three (3) years (unless a shorter term is requested by the prospective tenant) which shall include a break clause (exercisable by the tenant only at no fee after the first six (6) months), subject to the tenant providing two (2) months' notice;

**Transfer** means:

a) the completion of the transfer of the freehold interest; or

b) the grant of a leasehold interest (for a term of not less than one hundred and twenty-five (125) years),

and for the avoidance of doubt Transfer shall not mean the Exchange of Contracts (and "**Transferred**" shall be construed accordingly);

**Void** means in relation to a Local Housing Allowance Unit**:**

a) a tenant exercises the break-clause in the Tenancy Agreement;

b) the death of a tenant;

c) eviction, abandonment or voluntary surrender; or

d) the Tenancy Agreement ends for any other reason.

## Part 1 – Affordable Housing – On-site provision

1 **Affordable Housing**

1.1 The Owners covenant:

1.1.1 that no less than eighty (80) of the Residential Units will be provided as Affordable Housing;

1.1.2 to prepare and submit an Affordable Housing Management Strategy to the Council for its Approval three (3) months prior to Practical Completion of any Residential Unit;

1.1.3 not to let or Occupy any Residential Unit unless and until the Affordable Housing Management Strategy has been Approved;

1.1.4 subject always to the provisions of this Schedule, to ensure that the Affordable Housing Units shall be completed and shall not be let or Occupied for any purpose other than as Affordable Housing Units for Occupation by Eligible Persons in accordance with the Approved Affordable Housing Management Strategy;

1.1.5 not to Occupy any of the Market Build to Rent Units in each Block unless and until:

(a) in relation to Block A, at least ten (10) Affordable Housing Units in Block A have been Practically Completed and made available for Occupation;

(b) in relation to Block B, at least eight (8) Affordable Housing Units in Block B have been Practically Completed and made available for Occupation;

(c) in relation to Block C, at least seven (7) Affordable Housing Units in Block C have been Practically Completed and made available for Occupation; and

(d) in relation to Block D, at least five (5) Affordable Housing Units in Block D have been Practically Completed and made available for Occupation;

1.1.6 to prepare and submit a statement to the Council annually from the date the Development is first Occupied which confirms:

(a) the approach to letting the Affordable Housing Units and their ongoing status; and

(b) how the Development is meeting the overall Affordable Housing level required pursuant to Paragraph 1.1.1 above.

2 **Letting of Local Housing Allowance Units**

2.1 The Owners covenant subject to Part 1 Paragraph 3 of this Schedule not to let any of the Local Housing Allowance Units other than in accordance with the process set out in Paragraphs 2.2 and 2.3 of this Schedule.

Initial Lets

2.2 The Owners covenant:

2.2.1 not less than three (3) months prior to the estimated date of Practical Completion of each Local Housing Allowance Unit:

(a) to notify the Council of the estimated date of Practical Completion of the relevant Local Housing Allowance Unit; and

(b) to ensure a show apartment/marketing suite has been made available for viewings;

2.2.2 not less than two (2) months prior to the estimated date of Practical Completion of the relevant Local Housing Allowance Unit to commence the Marketing Period;

2.2.3 that during the first four (4) weeks of the Marketing Period the relevant Local Housing Allowance Unit shall only be marketed to persons nominated by the Council in accordance with the following arrangements:

(a) the Council shall advertise and arrange viewings of the relevant Local Housing Allowance Unit for ten (10) Working Days;

(b) where any person nominated by the Council ("**Applicant**") wishes to be considered for a Local Housing Allowance Unit the Council shall have five (5) Working Days to:

(i) confirm the Applicant meets the Qualifying Criteria; and

(ii) nominate the Applicant to the Landlord;

(c) where the Landlord confirms the Applicant meets the Qualifying Criteria the Applicant will have two (2) Working Days following the Landlord's confirmation to confirm if they wish to proceed;

(d) where the Landlord considers the Applicant does not meet the Qualifying Criteria or where the Applicant decides not to proceed the Council shall have two (2) Working Days to nominate an alternative Applicant; and

(e) in the event more than one (1) Applicant is interested in the same Local Housing Allowance Unit the priority will be given to Applicants in accordance with the Priority Hierarchy;

2.2.4 once the initial four (4) weeks of the Marketing Period has lapsed the relevant Local Housing Allowance Unit may be advertised by both the Council and the Landlord for the remaining eight (8) weeks of the Marketing Period PROVIDED ALWAYS that during this time the Council may continue to nominate Applicants albeit the Priority Hierarchy will not apply and priority will be determined on a first come first served basis to Applicants (whether nominated by the Council or the Landlord) who meet the Qualifying Criteria; and

2.2.5 following expiry of the Marketing Period this Paragraph 2.2 shall no longer apply to that letting of the relevant Local Housing Allowance Unit and for the avoidance of doubt any subsequent letting of the relevant Local Housing Allowance Unit shall be marketed in accordance with Paragraph 2.3 below.

Subsequent Lets

2.3 Where a Local Housing Allowance Unit becomes Void the Owners covenant to:

2.3.1 notify the Council within five (5) Working Days of the Unit becoming Void; and

2.3.2 market the relevant Affordable Housing Unit in accordance with the obligations set out in Paragraphs 2.2.3, 2.2.4 and 2.2.5 of this Schedule.

3 **Affordable Housing Covenant**

3.1 The Owners covenant not to cause or permit an Affordable Housing Clawback Disposal unless and until:

(a) they have notified the Council of the intended Affordable Housing Clawback Disposal; and

(b) the procedure set out in Paragraph 3.2 has been complied with.

3.2 Where the Owners have notified the Council of an intended Affordable Housing Clawback Disposal the Owners shall:

3.2.1 first offer to dispose of the relevant Affordable Housing Unit(s) to the Council or to a Registered Provider for a consideration to be agreed between the relevant parties;

3.2.2 where the Council or Registered Provider complete the Affordable Housing Clawback Disposal of relevant Affordable Housing Units(s) within a six (6) month period from the date the offer to purchase was made in accordance with Paragraph 3.2.1 the relevant Affordable Housing Unit(s) shall only be Occupied as Affordable Housing in accordance with this Agreement;

3.2.3 where the Council or Registered Provider have not completed the Affordable Housing Clawback Disposal of the relevant Affordable Housing Unit(s) within a six (6) month period from the date the offer to purchase was made in accordance with Paragraph 3.2.1 the Owners may elect to pay the Affordable Housing Clawback Amount to the Council in accordance with Paragraphs 3.3 – 3.12 below.

Affordable Housing Clawback Amount

3.3 In order to determine the Affordable Housing Clawback Amount the Owners shall provide the Council with the following information:

(a) the anticipated date of that Affordable Housing Clawback Disposal;

(b) the Affordable Housing Unit(s) which are intended to be disposed of and its size in $m^2$;

(c) the amount of consideration to be paid under that Affordable Housing Clawback Disposal for each Affordable Housing Unit which is intended to be disposed of (including documentary evidence); and

(d) the Owners' calculation of the Affordable Housing Clawback Amount.

3.4 The Council shall assess the information submitted under Paragraph 3.3 of this Schedule to determine the Affordable Housing Clawback Amount.

3.5 The Council may appoint an External Consultant to assess the information submitted under Paragraph 3.3 of this Schedule and to determine the Affordable Housing Clawback Amount.

3.6 If the Council and/or its External Consultant requests from the Owners further information or evidence to determine the Affordable Housing Clawback Amount, the Owners shall provide any reasonably required information to the Council and/or the External Consultant (as applicable and with a copy to the other party) within ten (10) Working Days (or an alternative timescale agreed in writing with the Council) of receiving the relevant request and this process may be repeated until the Council and/or its External Consultant has all the information it reasonably requires to determine the Affordable Housing Clawback Amount.

3.7 The Council shall notify the Owners in writing of the Affordable Housing Clawback Amount and shall use Reasonable Endeavours to do so no later than twenty (20) Working Days after receipt of the information submitted under Paragraph 3.3 of this Schedule.

3.8 The Owners shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under Paragraph 3.3 of this Schedule and in determining the Affordable Housing Clawback Amount including those of any External Consultant appointed under Paragraph 3.5 of this Schedule within twenty (20) Working Days of receipt of a written request for payment.

3.9 The Owners covenant to:

3.9.1 notify the Council in writing promptly upon the completion of an Affordable Housing Clawback Disposal; and

3.9.2 pay the relevant Affordable Housing Clawback Amount to the Council within three (3) months of completion of an Affordable Housing Clawback Disposal.

3.10 The Council shall confirm receipt of the Affordable Housing Clawback Amount to the Owners within ten (10) Working Days from the date of either:

(a) receipt of the Affordable Housing Clawback Amount; or

(b) notification by the Owners to the Council with supporting evidence that the Affordable Housing Clawback Amount has been paid (whichever is earlier).

3.11 The Council shall use the Affordable Housing Clawback Amount to provide Affordable Housing in its Local Area.

3.12 Following the Affordable Housing Clawback Disposal, and subject to payment of the Affordable Housing Clawback Amount in accordance with the paragraphs above, the relevant Affordable Housing Units shall not be subject to any of the restrictions or requirements in this Schedule.

## Part 2 - Affordable Housing – Deferred Payment Mechanism

1 The Owners shall:

1.1 maintain full and accurate accounts and documentary evidence for the Development on an open book basis;

1.2 retain documentary evidence to support the Build Costs and Gross Development Value of the Development and will maintain full and accurate accounts in accordance with all applicable law and accounting standards and (to the extent that no accounting standard is applicable) use generally accepted accounting principles and practices of the United Kingdom then in force; and

1.3 agree and acknowledge that they are under a duty to act at all times with the utmost good faith in connection with the terms and provisions and payments contained and/or referred to in this Schedule; and

1.4 notify the Council as soon as reasonably practicable:

(a) of the completion of any Forward Funding Agreement;

(b) of the contract price (and any other relevant receipts) of any parts of the Development subject to such Forward Funding Agreement with an accompanying solicitor's certification (subject to such solicitor expressly owing a duty of care to the Council);

(c) of the funding or payment/drawdown structure of the Forward Funding Agreement as necessary to understand and model the financing of the Development in a cashflow form;

(d) of any other necessary information within the Forward Funding Agreement that can be reasonably disclosed as the Council may reasonably require in order to assess the Forward Fund Scenario Updated Viability Appraisal;

(e) of any agreements/variations that are entered into further to entry into the Forward Funding Agreement and prior to the Forward Fund Trigger Date which change the contract price (and any other relevant receipts) and shall provide a solicitor's certification of the contents of such agreements/variations; and

(f) of the termination of any Forward Funding Agreement.

2 **Forward Fund Scenario Viability Review**

2.1 If the Forward Fund Scenario applies, no earlier than the Forward Fund Trigger Date and no later than twenty (20) Working Days after the Forward Fund Trigger Date, the Owners shall submit the Forward Fund Scenario Updated Viability Appraisal and Supporting Evidence to the Council for Approval.

2.2 No later than thirty (30) Working Days after receipt of the Forward Fund Scenario Updated Viability Appraisal and Supporting Evidence pursuant to Paragraph 2.1 above, the Council shall notify the Owners of any further information it reasonably requires in order to determine whether the Forward Fund Scenario Updated Viability Appraisal can be Approved.

2.3 The Owners shall provide any further information that is reasonably required by the Council pursuant to Paragraph 2.2 above no later than twenty (20) Working Days following notification from the Council under Paragraph 2.2 above PROVIDED THAT this process shall continue until the Council is satisfied that it has sufficient information to properly determine the Forward Fund Scenario Updated Viability

Appraisal and for the avoidance of doubt the Council may appoint an External Viability Consultant to assess the information submitted pursuant to the Forward Fund Scenario Updated Viability Appraisal, the Supporting Evidence and any further information as may be requested by the Council in accordance with this Paragraph 2.

2.4 If the Council has not Approved the Forward Fund Scenario Updated Viability Appraisal within sixty (60) Working Days of its submission pursuant to Paragraph 2.1 above (or such longer period as is agreed in writing between the Owners and the Council), the Council shall provide the Owners with written details of a suitably qualified and experienced independent assessor to determine the Forward Fund Scenario Updated Viability Appraisal for the Owners' approval (such approval not to be unreasonably withheld or delayed) PROVIDED THAT, for the avoidance of any doubt, the Council shall not be required to do so where the Parties (acting reasonably) consider that it would be preferable to continue discussions with a view to Approving the Forward Fund Scenario Updated Viability Appraisal without recourse to an independent assessor.

2.5 If the Council and the Owners (each acting reasonably) are unable to agree the identity of the independent assessor within ten (10) Working Days of the Council's notification pursuant to Paragraph 2.4 above, then either Party may ask the President for the time being of the Royal Institution of Chartered Surveyors to appoint an independent assessor being a surveyor from a major firm of surveyors with not less than ten (10) years' relevant experience.

2.6 The terms of appointment for the assessor shall be in a form approved by the Owners and the Council, and the Parties shall use Reasonable Endeavours to appoint the assessor on such terms within five (5) Working Days of their identity being agreed or determined.

2.7 The Owners and the Council shall provide the assessor with the Forward Fund Scenario Updated Viability Appraisal and Supporting Evidence together with any other information relevant to the assessor's determination.

2.8 The assessor shall be entitled to request from all Parties (with a copy to the other Parties) such further information and clarification as the assessor reasonably requires for the purposes of his/her determination and this shall be provided to the assessor within twenty (20) Working Days of the assessor's request and, in the case of the Owners, no further Residential Units may be Occupied until such time as the information reasonably requested by the assessor is provided.

2.9 The Parties shall use Reasonable Endeavours to provide the assessor with any such further information as soon as reasonably practicable and shall copy the other Party on any response to the assessor.

2.10 The assessor shall be appointed on the basis that within twenty (20) Working Days (or such longer period as may from time to time be agreed in writing between the Owners and the Council) of receiving the Forward Fund Scenario Updated Viability Appraisal and Supporting Evidence and any further information in accordance with Paragraphs 2.7-2.9 above, the assessor shall notify the Parties in writing of the outcome of his/her determination. In the event the assessor is unable to determine if there is a Surplus (due to the failure of the Owners to keep or provide adequate records as part of the Supporting Evidence or further information requested by the Council or the independent assessor in accordance with this Part 2) then the independent assessor shall determine the amount of the Surplus.

2.11 The assessor's determination shall be binding on the Parties save in the case of manifest and material error.

2.12 The Owners shall pay the Council's reasonable costs in the Approval of the Forward Fund Scenario Updated Viability Appraisal including those of the External Viability Consultant within ten (10) Working Days of the Council's written notice of those costs.

3 **Payment of Forward Fund Deferred Contribution**

3.1 Where the Forward Fund Scenario Updated Viability Appraisal, as Approved in writing by the Council or the independent assessor (as the case may be) pursuant to Paragraph 2 above, identifies a Surplus, the Owners shall:

(a) pay the Forward Fund Deferred Contribution in full to the Council prior to the earlier of:

(i) Occupation of more than eighty-five percent (85%) of the Residential Units; and

(ii) three (3) months from the date the Surplus is Approved by the Council or determined by the assessor; and

(b) not Occupy more than eighty-five percent (85%) of the Residential units until such time as the Forward Fund Deferred Contribution has been paid in full to the Council.

4 **Sale Scenario Viability Review**

4.1 If the Sale Scenario applies, the Owners shall submit the Sale Scenario Updated Viability Appraisal and Supporting Evidence to the Council for Approval no earlier than the Sale Scenario Trigger Date and no later than twenty (20) Working Days after the Sale Scenario Trigger Date.

4.2 No later than thirty (30) Working Days after receipt of the Sale Scenario Updated Viability Appraisal and Supporting Evidence pursuant to Paragraph 4.1 above, the Council shall notify the Owners of any further information it reasonably requires in order to determine whether the Sale Scenario Updated Viability Appraisal can be Approved.

4.3 To provide any further information that is reasonably required by the Council pursuant to Paragraph 4.2 above no later than twenty (20) Working Days following notification from the Council under Paragraph 4.2 above PROVIDED THAT this process shall continue until the Council is satisfied that it has sufficient information properly to determine the Sale Scenario Updated Viability Appraisal and for the avoidance of doubt the Council may appoint an External Viability Consultant to assess the information submitted pursuant to the Sale Scenario Updated Viability Appraisal, the Supporting Evidence and any further information as may be requested by the Council in accordance with this Paragraph 4.

4.4 If the Council has not Approved the Sale Scenario Updated Viability Appraisal within sixty (60) Working Days of its submission pursuant to Paragraph 4.1 above (or such longer period as is agreed in writing between the Owners and the Council), the Council shall provide the Owners with written details of a suitably qualified and experienced independent assessor to determine the Sale Scenario Updated Viability Appraisal for the Owners' approval (such approval not to be unreasonably withheld or delayed) PROVIDED THAT, for the avoidance of any doubt, the Council shall not be required to do so where the Parties (acting reasonably) consider that it would be

preferable to continue discussions with a view to Approving the Sale Scenario Updated Viability Appraisal without recourse to an independent assessor.

4.5 If the Council and the Owners (each acting reasonably) are unable to agree the identity of the independent assessor within ten (10) Working Days of the Council's notification pursuant to Paragraph 4.4 above, then either Party may ask the President for the time being of the Royal Institution of Chartered Surveyors to appoint an independent assessor being a surveyor from a major firm of surveyors with not less than ten (10) years' relevant experience.

4.6 The terms of appointment for the assessor shall be in a form approved by the Owners and the Council and the Parties shall use Reasonable Endeavours to appoint the assessor on such terms within five (5) Working Days of their identity being agreed or determined.

4.7 The Owners and the Council shall provide the assessor with the Sale Scenario Updated Viability Appraisal and Supporting Evidence together with any other information relevant to the assessor's determination.

4.8 The assessor shall be entitled to request from all Parties (with a copy to the other Parties) such further information and clarification as the assessor reasonably requires for the purposes of his/her determination and this shall be provided to the assessor within twenty (20) Working Days of the assessor's request and, in the case of the Owners, no further Residential Units may be Occupied until such time as the information reasonably requested by the assessor is provided.

4.9 The Parties shall use Reasonable Endeavours to provide the assessor with any such further information as soon as reasonably practicable and shall copy the other Party on any response to the assessor.

4.10 The assessor shall be appointed on the basis that within twenty (20) Working Days (or such longer period as may from time to time be agreed in writing between the Owners and the Council) of receiving the Sale Scenario Updated Viability Appraisal and Supporting Evidence and any further information in accordance with Paragraphs 4.7- 4.9 above, the assessor shall notify the Parties in writing of the outcome of his/her determination. In the event the assessor is unable to determine if there is a Surplus (due to the failure of the Owners to keep or provide adequate records as part of the Supporting Evidence or further information requested by the Council or the independent assessor in accordance with this Part 2) then the independent assessor shall determine the amount of the Surplus.

4.11 The assessor's determination shall be binding on the Parties save in the case of manifest and material error.

4.12 The Owners shall pay the Council's reasonable costs in the Approval of the Sale Scenario Updated Viability Appraisal including those of the External Viability Consultant within ten (10) Working Days of the Council's written notice of those costs.

5 **Payment of Sale Scenario Deferred Contribution**

5.1 Where the Sale Scenario Updated Viability Appraisal, as Approved in writing by the Council or the independent assessor (as the case may be) pursuant to Paragraph 4 above, identifies a Surplus, the Owners shall:

(a) pay the Sale Scenario Deferred Contribution in full to the Council prior to the earlier of:

(i) Occupation of more than eighty-five percent (85%) of the Residential Units; and

(ii) three (3) months from the date the Surplus is Approved by the Council or determined by the assessor; and

(b) not Occupy more than eighty-five percent (85%) of the Residential units until such time as the Sale Scenario Deferred Contribution has been paid in full to the Council.

# Part 3 - Build to Rent

1 **Communal Facilities**

1.1 The Owners covenant:

1.1.1 to provide and complete the Communal Facilities within a Block prior to Occupation of that Block;

1.1.2 not to Occupy or cause or permit Occupation of any Residential Unit unless and until the Communal Facilities within the relevant Block have been provided and completed;

1.1.3 following their initial provision in accordance with Paragraph 1.1.1 above, thereafter to manage, maintain and make the Communal Facilities available for use for the lifetime of the Development; and

1.1.4 to ensure that all Tenancy Agreements and Land Registry title information associated with the Blocks shall grant the residents of each Residential Unit the benefit of full and free rights of access and use of the Communal Facilities at all times subject to any reasonable management requirements.

2 **Build to Rent Provision**

2.1 The Owners shall:

2.1.1 submit to the Council the Residential Management Plan for Approval (as Approved, the "**Approved Residential Management Plan**") prior to Occupation of any Residential Unit;

2.1.2 not Occupy or cause or permit the Occupation of any Residential Unit until the Residential Management Plan has been submitted to and Approved by the Council;

2.1.3 not Occupy the Residential Units except in accordance with the Approved Residential Management Plan; and

2.1.4 upon reasonable notice from the Council and no more frequently than once every twelve (12) months, provide to the Council such evidence as the Council reasonably requires to demonstrate the Owners' compliance with the Approved Residential Management Plan,

PROVIDED THAT this Paragraph 2 shall cease to apply either:

(a) in respect of any Market Build to Rent Units within the Development that are subject to a Market Build to Rent Clawback Disposal (PROVIDED THAT the Owners have paid the Market Build to Rent Clawback Amount in respect of those Market Build to Rent Units); or

(b) upon expiry of the Market Build to Rent Covenant Period.

## 3 Build to Rent Covenant

3.1 The Owners covenant:

3.1.1 not to cause or permit a Market Build to Rent Clawback Disposal unless and until they have notified the Council of the intended Market Build to Rent Clawback Disposal and requested Approval from the Council;

3.1.2 not less than thirty (30) Working Days before the anticipated date of a Market Build to Rent Clawback Disposal, to give notice in writing to the Council of such Market Build to Rent Clawback Disposal including the following information:

(a) the anticipated date of that Market Build to Rent Clawback Disposal;

(b) the Market Build to Rent Unit(s) which are intended to be disposed of and its size in $m^2$;

(c) the amount of consideration to be paid under that Market Build to Rent Clawback Disposal for each Market Build to Rent Unit which is intended to be disposed of (including documentary evidence); and

(d) the Owners calculation of the Market Build to Rent Clawback Amount.

3.2 The Council shall assess the information submitted under Paragraph 3.1.2 of this Schedule to determine the Market Build to Rent Clawback Amount.

3.2.1 The Council may appoint an External Consultant to assess the information submitted under Paragraph 3.1.2 of this Schedule and to determine the Market Build to Rent Clawback Amount.

3.2.2 If the Council and/or its External Consultant requests from the Owners further information or evidence to determine the Market Build to Rent Clawback Amount, the Owners shall provide any reasonably required information to the Council and/or the External Consultant (as applicable and with a copy to the other party) within ten (10) Working Days (or an alternative timescale agreed in writing with the Council) of receiving the relevant request and this process may be repeated until the Council and/or its External Consultant has all the information it reasonably requires to determine the Market Build to Rent Clawback Amount.

3.2.3 The Council shall notify the Owners in writing of the Market Build to Rent Clawback Amount and shall use Reasonable Endeavours to do so no later than twenty (20) Working Days after receipt of the information submitted under Paragraph 3.1.2 of this Schedule.

3.2.4 The Owners shall pay the Council's costs incurred in assessing the information submitted under Paragraph 3.1.2 of this Schedule and in determining the Market Build to Rent Clawback Amount including those of any External Consultant appointed under Paragraph 3.2.1 of this Schedule within twenty (20) Working Days of receipt of a written request for payment.

3.3 The Owners covenant to:

3.3.1 notify the Council in writing promptly upon the completion of a Market Build to Rent Clawback Disposal; and

3.3.2 pay the relevant Market Build to Rent Clawback Amount to the Council within three (3) months of completion of a Market Build to Rent Clawback Disposal.

3.4 The Council shall use the Market Build to Rent Clawback Amount to provide Affordable Housing in its Local Area.

3.5 Following the Market Build to Rent Clawback Disposal, and subject to payment of the Market Build to Rent Clawback Amount in accordance with the paragraphs above, the relevant Market Build to Rent Units shall not be subject to any of the restrictions or requirements contained in this Schedule.

# Schedule 5 - Queens Walk Public Realm Scheme

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Queens Walk Area** means the area of land owned by the Council and shown for identification purposes only edged red and shaded green on Plan 6;

**Queens Walk Podium** means the structural podium supporting the Queens Walk Area;

**Queens Walk Public Realm Improvement Works** means the works to be carried out to the Queens Walk Area in accordance with the Approved Queens Walk Public Realm Scheme as shown illustratively on Plan 6 which shall include:

a) repaving;

b) streetlighting improvements;

c) drainage systems, including elements of SuDS directed to landscaping beds;

d) shrubs and soft landscaping;

e) ecological planting;

f) children's play; and

g) Public Art within the Queens Walk Area as Approved by the Council under Schedule 7;

and, if required by the Council pursuant to Paragraph 2.1.1(b) of this Schedule,

h) the replacement of the Queens Walk Podium either in full or any part thereof; and

**Queens Walk Public Realm Scheme** means a scheme to be prepared by the Owners and Approved by the Council setting out:

a) the full details of the Queens Walk Public Realm Improvement Works including:

(i) materials, levels, sections and full structural calculations for the Queens Walk Public Realm Improvement Works; and

(ii) in relation to the Queens Walk Podium (if required by the Council to be replaced pursuant to Paragraph 2.1.1(b) of this Schedule) the structural loading standard to be suitable to enable the indicative landscaping scheme to be built and installed and in any event shall not be less than the originally designed Queens Walk loading standard;

b) order in which the Queens Walk Public Realm Improvement Works shall be carried out and delivered; and

c) management and maintenance arrangements for the Queens Walk Public Realm Improvement Works, to include proposals in relation to working with the Council to establish a management company and the securing of a reasonable estate service charge for payment by the Owners and operators (as applicable) in order to fund such management and maintenance for the lifetime of the Development.

## 2 Queens Walk Podium

2.1 The Owners covenant:

2.1.1 not to commence any demolition works as part of the Development unless and until the Owners have submitted a full intrusive structural survey ("**Survey**") of the Queens Walk Podium to the Council (such survey to be addressed to the Owners and the Council) and the Council have provided written confirmation to the Owners as to whether, as part of the Queens Walk Public Realm Improvement Works:

(a) further structural support is to be undertaken to Queens Walk Podium; or

(b) the Queens Walk Podium must be replaced either in full or any part thereof.

## 3 Queens Walk Public Realm Scheme

3.1 The Owners covenant:

3.1.1 that prior to Commencing Above Roof Level Works for Block A or Block B (whichever is earlier) they shall prepare and submit the Queens Walk Public Realm Scheme to the Council for Approval; and

3.1.2 not to Commence Above Roof Level Works for Block A or Block B (whichever is earlier) unless and until the Queens Walk Public Realm Scheme has been Approved.

3.2 The Council shall within three (3) months of receipt of the Queens Walk Public Realm Scheme provide confirmation to the Owners as to whether the Queens Walk Public Realm Scheme is Approved or rejected.

3.3 Where the Council reject the Queens Walk Public Realm Scheme the Owners may prepare and submit further Queens Walk Public Realm Schemes to the Council until such time as the Queens Walk Public Realm Scheme is Approved.

## 4 Queens Walk Public Realm Improvement Works

4.1 The Owners covenant:

4.1.1 to carry out, complete and make available for public use the Queens Walk Public Realm Improvement Works to the satisfaction of the Council in accordance with the Approved Queens Walk Public Realm Scheme prior to Occupation of Block A or Block B (whichever is earlier) or such later date as may be agreed by the Council in writing;

4.1.2 unless otherwise agreed in writing by the Council in accordance with Paragraph 4.1.1 above not to Occupy Block A or Block B (whichever is earlier) unless and until the Queens Walk Public Realm Improvement Works have been fully carried out, completed and made available for public use to the satisfaction of the Council in accordance with the Approved Queens Walk Public Realm Scheme; and

4.1.3 to implement and comply in full with the Approved Queens Walk Public Realm Scheme.

# Schedule 6 - Düsseldorf Way Public Realm Scheme

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Düsseldorf Way Area** means the area of land owned by the Council and shown for identification purposes only on Plan 7;

**Düsseldorf Way Podium** means the structural podium supporting the Düsseldorf Way Area;

**Düsseldorf Way Public Realm Improvement Works** means the works to be carried out to the Düsseldorf Way Area in accordance with the Approved Düsseldorf Way Public Realm Scheme as shown illustratively on Plan 7 which shall include:

a) the replacement of the Düsseldorf Way Podium to the full width of Düsseldorf Way; and, thereafter,

b) repaving;

c) street lighting improvements;

d) drainage systems, including elements of SuDS directed to landscaping beds;

e) shrubs and soft landscaping;

f) ecological planting;

g) children's play;

h) Public Art within the Düsseldorf Way Area as Approved by the Council under Schedule 7;

and, if applicable the

i) Düsseldorf Way Temporary Measures;

**Düsseldorf Way Public Realm Scheme** means a scheme to be prepared by the Owners and Approved by the Council setting out:

a) the full details of the Düsseldorf Way Public Realm Improvement Works including:

   (i) materials, levels, sections and full structural calculations; and

   (ii) in relation to the replacement of the Düsseldorf Way Podium the structural loading standard to be suitable to enable the indicative landscaping scheme to be built and installed and in any event shall not be less than the originally designed Düsseldorf Way loading standard;

b) the order in which the Düsseldorf Way Public Realm Improvement Works shall be carried out and delivered which for the avoidance of doubt shall require the replacement of the Düsseldorf Way Podium to be carried out prior to any of the other works being carried out;

c) details to include a suitable structure to demonstrate feasibility for retaining existing trees on Düsseldorf Way to include supporting and shuttering the tree

pits, any retaining walls/stabilisation and any further preservation works, which may as necessary include moving trees in the pits; and

d) management and maintenance arrangements for the Düsseldorf Way Public Realm Improvement Works to include:

(i) proposals in relation to working with the Council to establish a management company and the securing of a reasonable estate service charge for payment by the Owners and operators (as applicable) in order to fund such management and maintenance for the lifetime of the Development; and

(ii) where the Approved Düsseldorf Way Public Realm Improvement Works include the Düsseldorf Way Temporary Measures, provision to ensure that the Düsseldorf Way Temporary Measures are maintained until either they are replaced as part of Minster Quarter Central or a period of two years has expired following Practical Completion of the Development;

**Düsseldorf Way Temporary Measures** means hoarding at the southern site edge, murals/art, green wall(s), and meanwhile uses adjacent to Minster Quarter Central which for the avoidance of doubt will only be required until EITHER it is replaced as part of Minster Quarter Central OR for a maximum of two (2) years; and

**Minster Quarter Central** means the area forming part of the re-development of Minster Quarter in accordance with the Minster Quarter Area Development Framework 2018 and Reading Borough Local Plan 2019 policy CR12.

## 2 Düsseldorf Way Public Realm Scheme

2.1 The Owners covenant:

2.1.1 that prior to Commencing Above Roof Level Works for Block C or Commencement of Development of Block D (whichever is earlier) they shall prepare and submit the Düsseldorf Way Public Realm Scheme to the Council for Approval; and

2.1.2 not to Commence Above Roof Level Works for Block C or Commence Development of Block D (whichever is earlier) unless and until the Düsseldorf Way Public Realm Scheme has been Approved.

2.2 The Council shall within three (3) months of receipt of the Düsseldorf Way Public Realm Scheme provide confirmation to the Owners as to whether the Düsseldorf Way Public Realm Scheme is Approved or rejected.

2.3 Where the Council reject the Düsseldorf Way Public Realm Scheme the Owners may prepare and submit further Düsseldorf Way Public Realm Schemes to the Council until such time as the Düsseldorf Way Public Realm Scheme is Approved.

## 3 Düsseldorf Way Public Realm Improvement Works

3.1 The Owners covenant:

3.1.1 to carry out, complete and make available for public use the Düsseldorf Way Public Realm Improvement Works to the Council's satisfaction in accordance with the Approved Düsseldorf Way Public Realm Scheme prior to Occupation of Block C or Block D (whichever is earlier) or such later date as may be agreed by the Council in writing;

3.1.2 unless otherwise agreed in writing by the Council in accordance with Paragraph 3.1.1 above not to Occupy or cause or permit or suffer Occupation of Block C or Block D

(whichever is earlier) unless and until the Düsseldorf Way Public Realm Improvement Works have been fully carried out, completed and made available for public use to the satisfaction of the Council in accordance with the Approved Düsseldorf Way Public Realm Scheme; and

3.1.3 to implement and comply in full with the Approved Düsseldorf Way Public Realm Scheme.

3.2 In circumstances where the Development Commences prior to the development of Minster Quarter Central, the Owners covenant to consult with the developers of Minster Quarter Central in relation to the provision of the Düsseldorf Way Temporary Measures.

# Schedule 7 - Public Art Scheme

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Public Art** means street-based art projects to be provided as part of the Queens Walk Public Realm Improvement Works (where such Public Art could include collaboration with the Hexagon Theatre) and/or the Düsseldorf Way Public Realm Improvement Works; and

**Public Art Scheme** means a scheme to be prepared by the Owners and Approved by the Council setting out proposals for the delivery of Public Art within the Development to include details of:

a) an art feasibility study (to be commissioned by the Owners at no greater cost than ten thousand pounds (£10,000));

b) the method for selecting an artist;

c) the piece(s) of Public Art to be commissioned and the relevant artist; and

d) the location in which the Public Art shall be installed being within the Düsseldorf Way Area and/or Queens Walk Area as applicable.

## 2 Public Art Scheme

2.1 The Owners covenant:

2.1.1 to prepare and submit the Public Art Scheme to the Council for Approval prior to Commencement of Development;

2.1.2 not to Commence Development unless and until the Public Art Scheme has been Approved; and

2.1.3 to implement and comply in full with the Approved Public Art Scheme.

2.2 The Council shall within three (3) months of receipt of the Public Art Scheme provide confirmation to the Owners as to whether the Public Art Scheme is Approved or rejected.

2.3 Where the Council reject the Public Art Scheme the Owners may prepare and submit further Public Art Schemes to the Council until such time as the Public Art Scheme is Approved.

# Schedule 8 - Medical Facility

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Additional Healthcare Contribution (Capital Works and/or Rental Subsidy)** means the sum of one hundred thousand pounds (£100,000) Index Linked (payable only if the Healthcare Building Notice is served in accordance with Paragraph 2.1.2 of this Schedule) to be applied towards:

(i) the costs of capital works to the Healthcare Building; and/or

(ii) rental subsidy of the Healthcare Building;

**Exclusivity Period** means a period of twelve (12) months prior to Occupation of the Development or such longer period as may be agreed in writing between the Council, ICB and the Owners;

**Healthcare Building** means Units 106-107 located on the first floor of the Broad Street Mall Reading RG1 7QE for the provision of healthcare uses falling within use Class E as shown for identification purposes edged red and shaded blue on Plan 8;

**Healthcare Building Lease** means a lease of the whole of the Healthcare Building to be entered into between the ICB or the ICB Nominee and the Owners the terms of which shall include the provision of the Healthcare Building to shell and core with the following terms which for the avoidance of doubt are in addition to prevailing terms and incentives for comparable open market lettings (subject to agreement of any such terms and incentives between the Parties (acting reasonably) prior to the Exclusivity Period):

a) a rent-free period;

b) a landlord fit-out contribution;

c) reasonable, proportionate and appropriate occupier costs including rent; and

d) lease term of ten (10) – fifteen (15) years,

provided to the value of three hundred and fifty thousand pounds (£350,000);

**Healthcare Building Notice** means a written notice served by the ICB or the ICB Nominee on the Owners and the Council pursuant to Paragraph 2.1.3 of this Schedule in which the ICB or the ICB Nominee confirm their intention to enter into the Healthcare Building Lease and requests completion of the Healthcare Building Lease;

**Healthcare Building Transfer** means the grant of the Healthcare Building Lease;

**Healthcare Contribution** means the sum of three hundred and fifty thousand pounds (£350,000) Index Linked to be paid by the Owners to the Council as a contribution to be spent towards medical/GP/NHS services within Abbey Wards or adjoining wards;

**ICB** means the Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board (or any successor organisation); and

**ICB Nominee** means NHS England or such other entity nominated by the ICB to be the entity which will be the transferee in relation to the Healthcare Building Transfer for the purposes of this Agreement.

## 2 Healthcare Building Notice

2.1 The Parties acknowledge and agree that:

2.1.1 the terms and incentives for comparable open market lettings to the Healthcare Building Lease shall be agreed by the Parties prior to the commencement of the Exclusivity Period;

2.1.2 the Healthcare Building shall be reserved and safeguarded for use as a Healthcare Building:

(a) during the Exclusivity Period; and

(b) where the ICB or ICB Nominee serve the Healthcare Building Notice in accordance with Paragraph 2.1.3 of this Schedule, the Healthcare Building shall continue to be reserved and safeguarded until the date on which the Healthcare Building is transferred to the ICB or the ICB Nominee; and

2.1.3 the ICB or the ICB Nominee may serve the Healthcare Building Notice on the Owners and the Council at any point during the Exclusivity Period.

2.2 In the event that the ICB or the ICB Nominee serve the Healthcare Building Notice on the Owners and the Council in accordance with Paragraph 2.1.3 of this Schedule, the Owners covenant to comply with Paragraph 3 of this Schedule and Paragraph 4 is of no effect.

2.3 In the event that the ICB or the ICB Nominee does not serve the Healthcare Building Notice on the Owners and the Council in accordance with Paragraph 2.1.3 of this Schedule, the Owners covenant to comply with Paragraph 4 of this Schedule and Paragraph 3 is of no effect.

## 3 Healthcare Building Lease and Additional Healthcare Contribution (Capital Works and/or Rental Subsidy)

3.1 If the ICB or ICB Nominee serves the Healthcare Building notice in accordance with Paragraph 2.1.3 of this Schedule the Owners covenant:

3.1.1 to notify the Council in writing prior to Occupation of the Development confirming the amount of the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) which shall be provided in each of the following ways:

(a) in-kind towards completion of capital works of the Healthcare Building;

(b) in-kind towards rental subsidy of the Healthcare Building; and

(c) any part of the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) which shall be payable to the Council;

3.1.2 that where part or all of the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) shall be used in-kind towards completion of capital works or towards rental subsidy of the Healthcare Building they shall provide evidence confirming the allocation of such funds to the Council's satisfaction prior to Occupation of the Development;

3.1.3 if applicable to pay the relevant amount of the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) as notified to the Council in accordance with Paragraph 3.1.1(c) to the Council prior to Occupation of the Development;

3.1.4 not to Occupy or cause or permit or suffer Occupation of the Development unless and until:

(a) evidence confirming proof that part or all of the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) shall be used in-kind towards completion of capital works or towards rental subsidy of the Healthcare Building has been provided to the Council's satisfaction; and/or

(b) the relevant amount of the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) as notified to the Council in accordance with Paragraph 3.1.1(c) has been paid to the Council in full;

3.1.5 to enter into the Healthcare Building Lease prior to Occupation of the Development;

3.1.6 not to Occupy the Development unless and until the Healthcare Building Lease has been entered into;

3.1.7 to keep the Council regularly informed (at least once every three (3) months) following service of the Healthcare Building Notice in accordance with Paragraph 2.1.3 of this Schedule as to the progress that is being made in entering into the Healthcare Building Lease until it is granted; and

3.1.8 to provide the Council with evidence of the Healthcare Building Transfer within ten (10) Working Days of the Healthcare Building Transfer having been completed.

3.2 For the avoidance of doubt in the event the walk-in centre adjacent to the Healthcare Building ceases to operate the Healthcare Building shall continue to operate in accordance with the terms of the Healthcare Building Lease.

## 4 Healthcare Contribution

4.1 If the ICB or ICB Nominee does not serve the Healthcare Building Notice on the Owners and the Council in accordance with Paragraph 2.1.3 of this Schedule the Owners covenant:

4.1.1 to pay the Healthcare Contribution to the Council prior to Occupation of the Development; and

4.1.2 not to Occupy or cause or permit or suffer Occupation of the Development unless and until the Healthcare Contribution has been paid to the Council in full.

## 5 Council Covenants

5.1 The Council covenants with the Owners to pay the Additional Healthcare Contribution (Capital Works and/or Rental Subsidy) or the Healthcare Contribution (following receipt from the Owners as applicable) to the ICB or the ICB Nominee PROVIDED ALWAYS THAT the ICB or the ICB Nominee as applicable have entered into a legally binding agreement with the Council confirming that it will:

(i) use the said contribution for the purposes set out in this Schedule 8; and

(ii) return any part of the contribution that is unused to the Council after ten years from receipt of the payment to the ICB or the ICB Nominee as applicable.

# Schedule 9 – Transport

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Alternative Basement Improvement Works** means the improvement/ rearrangement works to the Basement Area as illustrated on Plan 14 and set out in the Stantec Technical Note dated 30/07/2025 ref: BSMR-STN-BSM-XX-TN-TR-0109 to facilitate:

a) access and egress to the Broad Street Mall Car Park via the Inner Distribution Road to the west only;

b) the new entrance to the Broad Street Mall Car Park;

c) the new exit from the Broad Street Mall Car Park; and

d) all signing and lining associated with the above;

**Basement Area** means the basement area as shown edged red and shaded orange on Plan 12;

**Basement Improvement Works** means the improvement/rearrangement works to the Basement Area as illustrated on Plan 13 to facilitate:

a) the new entrance to the Broad Street Mall Car Park;

b) the new exit from the Broad Street Mall Car Park;

c) the alterations to the Penta Hotel service area;

d) the provision of the roundabout;

e) the provision of the five (5) Hexagon parking bays along with access and egress from these parking bays;

f) the provision of the droppable bollards to aid servicing for the Hexagon Theatre;

g) infilling gaps between existing pillars unless undertaken as part of the Hexagon Theatre redevelopment works; and

h) all signing and lining associated with the above;

**Car Club** means a car sharing scheme operated by a company community group or not-for-profit organisation that is accredited by CoMoUK (or an equivalent accredited body as may be Approved by the Council) which Occupiers of the Development and members of the public may join and which makes cars available to hire for members;

**Car Club Spaces** means the two (2) parking spaces to be provided within the Broad Street Mall Car Park reserved for the use of the Car Club only;

**Car Club Strategy** means a strategy setting out the following details:

a) the proposed timescales/phasing for delivery of the Car Club Spaces;

b) the operator of the Car Club;

c) proposals for the provision of the Car Club Spaces;

d) the proposed location of the Car Club Spaces;

e) a commitment to ensure that the Car Club Spaces shall be used for the purposes of parking Car Club cars and no other purpose;

f) proposals to mark the Car Club Spaces for 'Car Club Use Only';

g) proposals for the future maintenance of the Car Club Spaces in good and substantial repair;

h) how the Car Club will be marketed to Occupiers of the Residential Units and members of the public;

i) the number, location and timescales for delivery of the rapid electrical charging facilities for use in connection with the Car Club;

j) confirmation that the strategy will be funded by the Owners for a minimum period of five (5) years from Occupation; and

k) a commitment to ensure that the first Occupier of each Residential Unit within the first six (6) months from first Occupation of that Residential Unit should be offered free or discounted membership of the Car Club for a minimum period of six (6) months;

**Car Park Management and Allocation Plan** means a plan to be prepared by the Owners and Approved by the Council detailing:

a) the breakdown and location of the one hundred (100) residential and three hundred and fifty-three (353) public parking spaces to be provided in the Broad Street Mall Car Park;

b) how the residential parking spaces will be allocated; and

c) how the parking spaces will be appropriately managed;

**Highways Agreement** means an agreement entered into pursuant to all powers enabling and in particular pursuant to any one or more of sections 38, 72, 115b,142, 171, 177, 184 and 278 of the 1980 Act to provide for and regulate the carrying out of the Hosier Street Highway Works and/or the Alternative Basement Improvement Works and the agreement shall include as applicable (but not be limited to):

a) the securing of a bond (or provision of alternative security) to ensure that third party funds are available to complete the Hosier Street Highway Works and the Alternative Basement Improvement Works (if applicable) to the reasonable satisfaction of the Council;

b) the payment of the Council's reasonable and proper works inspection fees, maintenance fees, special orders fees, supervision fees and any other such fees as the Council shall reasonably require to the extent the same relate to the Hosier Street Highway Works and the Alternative Basement Improvement Works;

c) the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Hosier Street Highway Works and the Alternative Basement Improvement Works;

d) payment of the Council's reasonable and proper legal and other fees associated with the drafting negotiating and completion of the Highway Agreement;

e) the preparation and advance approval of works drawings and traffic management measures in respect of the Hosier Street Highway Works and Alternative Basement Improvement Works;

f) the certification and maintenance of the Hosier Street Highway Works and Alternative Basement Improvement Works;

g) the regulating of the issue of the appropriate works and access licence to enable the Hosier Street Highway works and Alternative Basement Improvement Works to be carried out by or on behalf of the Owners;

h) the securing of a bond (or provision of alternative security including for the avoidance of doubt an indemnity) relating to claims under the Land Compensation Act 1973 and Noise Insulation Regulations 1975 (as amended by the Noise Insulation (Amendment) Regulations 1988 (S11988/2000)) in respect of the Highway Works and any other indemnity and bonds for liability issues related to the Hosier Street Highway Works and Alternative Basement Improvement Works as the Council shall reasonably require;

i) clauses dealing with (if relevant) dedication as highway of any land the subject of the Hosier Street Highway Works and Alternative Basement Improvement Works which is not already highway and the adoption of the highway by the Council; and

j) the standards, procedures and timings for carrying out the Highway Works;

**Highways Agreement (Alternative Basement Improvement Works)** means a Highways Agreement made between the Owners and the Council as Highways Authority to regulate the carrying out of the Alternative Basement Improvement Works (insofar as is applicable in connection with the signing and lining of the public highway element of the Alternative Basement Improvement Works);

**Highways Agreement (Hosier Street)** means a Highways Agreement made between the Owners and the Council as Highways Authority to regulate the carrying out of the Hosier Street Highway Works;

**Hosier Street Highway Works** means the works to be undertaken to the public highway in order to regrade part of Hosier Street as shown indicatively on Plan 9 and signing and lining works external to the Broad Street Mall in accordance with a scheme to be submitted to and approved by the Highway Authority which shall include any necessary consequential alterations to and reinstatements of the existing highway and statutory undertakers equipment to the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the regrading of a highway or reasonably required as a result of the Council's inspections; and

**Road Traffic Regulation Order Contribution** means the sum of five thousand pounds (£5,000) Index Linked to be paid by the Owners to the Council as a contribution towards the Council's costs of making and implementing a road traffic regulation order relating to Hosier Street.

## 2 Basement Area

2.1 The Owners covenant:

2.1.1 no later than three (3) months prior to Commencement of Development to provide written notice to the Council confirming whether they will carry out the Basement

Improvement Works or the Alternative Basement Improvement Works to the Basement Area;

2.1.2 where the Owners elect to carry out the Alternative Basement Improvement Works they shall enter into a Highways Agreement (insofar as is applicable in connection with the signing and lining of the public highway element of the Alternative Basement Improvement Works) in accordance with Paragraph 3 below;

2.1.3 to carry out, complete and make available for use either the Basement Improvement Works or the Alternative Basement Improvement Works prior to Occupation of the Development;

2.1.4 not to Occupy the Development unless and until either:

a) the Basement Improvement Works have been fully carried out, completed and made available for use to the satisfaction of the Council; or

b) the Alternative Basement Improvement Works have been fully carried out, completed and made available for use to the satisfaction of the Council; and

2.1.5 once either the Basement Improvement Works or the Alternative Basement Improvement Works have been fully carried out and completed in accordance with this Schedule the Basement Improvement Works or the Alternative Basement Improvement Works as applicable shall be retained in perpetuity and maintained to the Council's satisfaction.

## 3 Highways Agreement(s)

3.1 The Owners covenant:

3.1.1 not to Commence or permit Commencement of:

a) the Hosier Street Highway Works; and

b) the Alternative Basement Improvement Works (only where the Owners have elected to do so in accordance with Paragraph 2.1.1 of this Schedule),

unless and until they have entered into the Highways Agreement (Hosier Street) and if applicable the Highways Agreement (Alternative Basement Improvement Works) (which for the avoidance of doubt can both be secured in a single Highways Agreement) with the Council to undertake the Hosier Street Highway Works and if applicable the Alternative Basement Improvement Works;

3.1.2 to carry out and Practically Complete:

a) the Hosier Street Highway Works to the satisfaction of the Council in accordance with the Highways Agreement (Hosier Street); and

b) if applicable the Alternative Basement Improvement Works to the satisfaction of the Council in accordance with the Highways Agreement (Alternative Basement Improvement Works); and

3.1.3 not to Occupy the Development unless and until they have:

a) Practically Completed the Hosier Street Highway Works in accordance with the Highways Agreement (Hosier Street); and

b) if applicable Practically Completed the Alternative Basement Improvement Works in accordance with the Highways Agreement (Alternative Basement Improvement Works).

## 4 Road Traffic Regulation Order Contribution

4.1 The Owners covenant:

4.1.1 to pay the Road Traffic Regulation Order Contribution to the Council prior to Commencement of Development; and

4.1.2 not to Commence the Development unless and until the Road Traffic Regulation Order Contribution has been paid to the Council in full.

## 5 Car Park Management and Allocation Plan

5.1 The Owners covenant:

5.1.1 to submit the Car Park Management and Allocation Plan to the Council for Approval prior to Occupation of Development;

5.1.2 not to Occupy or cause or permit Occupation of the Development unless and until the Car Park Management and Allocation Plan has been Approved; and

5.1.3 to implement and comply in full with the Approved Car Park Management and Allocation Plan during the lifetime of the Development.

## 6 Car Club

6.1 The Owners covenant:

6.1.1 to submit a Car Club Strategy to the Council for Approval prior to Occupation of the Residential Units;

6.1.2 not to Occupy the Residential Units unless and until the Car Club Strategy has been Approved;

6.1.3 to implement and comply in full with the Approved Car Club Strategy for the duration of the Car Club Strategy;

6.1.4 to ensure the Car Club Spaces are provided and retained within the Development for the use of the Car Club for the duration of the Car Club Strategy and shall be marked “Car Club Use Only”; and

6.1.5 to monitor the usage of the Car Club generated by residents of the Development in accordance with the Approved Car Club Strategy annually for five (5) years from the date the Car Club is implemented.

# Schedule 10 - Heat Network and Energy

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Alternative Energy Strategy** means a strategy which sets out details of an alternative means of delivering renewable and sustainable energy sources to the Development;

**District Heat Network** means a district heating system which uses steam or hot water produced at a central plant and then pipes that transfer heating out to buildings for space heating and hot water;

**District Heat Network Scheme** means a scheme to be prepared by the Owners and Approved by the Council which shall:

a) provide details of the relevant ground source heat pump or air source heat pump (as applicable);

b) demonstrate how the Development will be capable of connecting to the District Heat Network or future District Heat Network; and

c) identify how the energy demands of the Development will be met prior to any connection to a District Heat Network;

**Feasibility Study** means a study to be prepared by the Owners to the level of RIBA Stage 3 for mechanical and engineering plant design to assess the feasibility and financial viability of a communal ground source heat pump or air source heat pump with connection to a District Heat Network (using all up to date and relevant data) which shall include a full schedule of costs for both ground source heat pump and air source heat pump options; and

**Zero Carbon Offset Financial Contribution** means the sum of two hundred and ninety thousand one hundred and six pounds (£290,106) Index Linked to be paid by the Owners to the Council to be used towards the delivery of carbon dioxide savings in the Local Area.

## 2 District Heat Network Feasibility Study

2.1 The Owners covenant:

2.1.1 no later than three (3) months prior to Commencement of Development to submit a Feasibility Study to the Council; and

2.1.2 not to Commence Development unless and until the Feasibility Study has been submitted to the Council and the Council have provided a response in accordance with Paragraph 2.2 below.

2.2 The Council shall as soon as reasonably practicable but in any event within three (3) months of receipt of the Feasibility Study provide confirmation to the Owners as to whether the Development can feasibly connect to a District Heat Network.

2.3 In the event the Council conclude in accordance with Paragraph 2.2 that the Development can feasibly be connected to a District Heat Network the Owners covenant:

2.3.1 to submit a District Heat Network Scheme to the Council for Approval;

2.3.2 that if reasonably required the Owners shall use Reasonable Endeavours to work with the Council and other relevant stakeholders to obtain reasonably necessary data to feed into the District Heat Network Scheme;

2.3.3 to pay the Council's costs up to a maximum value of twenty thousand pounds (£20,000) (which for the avoidance of doubt shall include those of any External Consultants) which are reasonably and properly incurred in assessing the submitted District Heat Network Scheme within twenty (20) Working Days of receipt of a written request for payment;

2.3.4 not to Commence Development unless and until the District Heat Network Scheme has been Approved; and

2.3.5 to implement and comply in full with the Approved District Heat Network Scheme during the lifetime of the Development.

2.4 In the event the Council conclude in accordance with Paragraph 2.2 that the Development cannot feasibly be connected to a District Heat Network the Owners covenant:

2.4.1 to submit an Alternative Energy Strategy to the Council for Approval in writing;

2.4.2 not to Commence Development unless and until the Alternative Energy Strategy has been Approved; and

2.4.3 to implement and comply in full with the Approved Alternative Energy Strategy during the lifetime of the Development.

## 3 Carbon Offset

3.1 The Owners covenant:

3.1.1 to pay the Zero Carbon Offset Financial Contribution to the Council on or before Commencement of Development; and

3.1.2 not to Commence the Development unless and until the Zero Carbon Offset Financial Contribution has been paid to the Council in full.

# Schedule 11– Employment and Skills Plan

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Apprenticeship** means a job in which a Local Resident is in paid employment which:

a) includes training;

b) meets an apprenticeship standard or framework listed on the Government's Education and Skills Funding Agency's list of apprenticeship standards or frameworks; and

c) is delivered by an apprenticeship training provider approved by the Department of Education and on their register of apprenticeship training providers;

**CITB Apprenticeship** means a training course which:

a) is not less than three (3) months long;

b) is approved by the Construction Industry Training Board (charity registered in England and Wales Charity No 264289) or its partner organisation Co Train (Company No: 5338703); and

c) provides an on-site work experience programme alongside a college-based course;

**Construction ESP** means an employment and training delivery plan to be prepared by the Owners and Approved by the Council in respect of the construction of the Development that:

a) identifies the skills, demands and needs generated by the construction of the Development;

b) identifies and promotes in collaboration with the Partner Organisation (or any other organisation as the Council may nominate) employment opportunities generated by the construction of the Development;

c) identifies the skills areas that a construction training programme should seek to address and outlines the training and education assistance that will be offered;

d) targets Local Residents and NEET Residents (although not to the exclusion of people from outside the Local Area) in relation to the construction of the Development;

e) sets the means of and timetable for implementing and seeking to achieve the identified objectives of the Approved Construction ESP, in accordance with appendix 1 of the Employment Skills and Training SPD, including anticipated Apprenticeships, CITB Apprenticeships, Paid Work Experience Placements, Training Initiatives and Unpaid Work Experience Placements;

f) confirms the frequency and a named person for reporting to the Council via its Partner Organisation as to progress in implementing and/or achieving the objectives of the Approved Construction ESP on a minimum quarterly basis;

g) at least once every six (6) months; and

h) identifies any potential for local businesses to be included in tender lists, as part of a local procurement agreement;

**Construction ESP Contribution** means the sum of one hundred and thirty-eight thousand one hundred and fifty-five pounds (£138,155) Index Linked to be paid by the Owners to the Council to be used towards the Employment and Skills Measures;

**Construction ESP Monitoring Fee** means the sum of twenty-five pounds (£25) for each agreed Training Output in respect of any Construction ESP that is Approved by the Council, to be used by the Council towards the monitoring and co-ordinating of that Construction ESP;

**Educational Establishment** means a school, college or university in the Local Area providing higher education or specialised professional or vocational training;

**Employment and Skills Measures** means a range of employment skills and training measures to be developed by the Council and the Partner Organisation to provide employment opportunities and training for the Local Residents during the construction and end user stages of the Development in accordance with the Employment Skills and Training SPD;

**Employment Skills and Training SPD** means the Employment Skills and Training Supplementary Planning Document as adopted by the Council (April 2013) or its replacement or successor document;

**Local Resident** means a person living within the Local Area or within sixteen (16) kilometres of the boundary of the Local Area;

**National Minimum Wage** means a wage in accordance with the National Minimum Wage Act 1998;

**NEET Resident** means a Local Resident aged sixteen (16) to twenty-four (24) not in employment, education or training;

**Training Initiative** means a training programme (Approved by the Council or its Partner Organisation) with an Educational Establishment to promote and provide construction sector skills training;

**Training Output** means in respect of the Construction ESP, each Apprenticeship, CITB Apprenticeship, Paid Work Experience Placement, Training Initiative and Unpaid Work Experience Placement relating to the Construction ESP;

**Paid Work Experience Placement** means a placement where a Local Resident is:

a) employed for at least six (6) weeks; and

b) paid at least the National Minimum Wage;

**Partner Organisation** means the economic development company Reading UK CIC t/a REDA (Co. Registration No. 5671172) whose registered office is at 5th Floor, Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC t/a REDA and nominated by the Council; and

**Unpaid Work Experience Placement** means a placement for a Local Resident in unpaid employment for a period between one (1) to six (6) weeks.

## 2 Construction ESP Contribution

2.1 Unless the Owners give written notice to the Council that it wishes to prepare the Construction ESP (in which case Paragraph 3 shall apply and this Paragraph 2 shall be of no further effect):

2.1.1 to pay the Construction ESP Contribution to the Council before Commencement of Development; and

2.1.2 not to Commence the Development unless and until the Construction ESP Contribution has been paid to the Council in full.

2.2 On payment of the Construction ESP Contribution in accordance with Paragraph 2.1, the provisions of Paragraph 3 shall cease to have effect.

## 3 Construction ESP

3.1 If the Owners give notice in accordance with Paragraph 2.1 that they wish to prepare the Construction ESP:

3.1.1 to submit the Construction ESP to the Council for Approval no later than three (3) months before Commencement of Development;

3.1.2 not to Commence Development unless and until the Construction ESP has been Approved;

3.1.3 to comply in full with the Approved Construction ESP;

3.1.4 to pay the Construction ESP Monitoring Fee to the Council within ten (10) Working Days of Practical Completion of the Development; and

3.1.5 to provide the Council with such evidence as the Council may reasonably require in order to show compliance with the Construction ESP following Practical Completion of the Development within ten (10) Working Days of Practical Completion of the Development.

3.2 Where the Council considers, acting reasonably, that the Approved Construction ESP has not been complied with in full, the Council may notify the Owners within twenty-eight (28) days of receipt of the evidence referred to in Paragraph 3.1.5:

3.2.1 setting out its concerns with regards to any non-compliance with the Approved Construction ESP; and

3.2.2 requesting the Owners takes specified steps in order to comply with the Approved Construction ESP.

3.3 If the Owners have not complied in full with the Approved Construction ESP within twenty-eight (28) days of a notice given in accordance with Paragraph 3.2 then:

3.3.1 the Council may request the payment of:

(a) the Construction ESP Contribution; or

(b) such sum not exceeding the Construction ESP Contribution as the Council may reasonably determine,

provided that such sum is proportionate to the nature and extent of the non-compliance with the Approved Construction ESP and the Owners shall pay the sum requested to the Council within fourteen (14) days of such request.

# Schedule 12 – Rooftop Car Park Improvement Scheme

## 1 Definitions

1.1 The following expression shall have the following meaning which for the avoidance of doubt shall apply to all parts of this Agreement:

**Rooftop Car Park Improvement Scheme** means a scheme to be prepared by the Owners and Approved by the Council to improve the appearance of the roof of the Broad Street Mall Car Park for the benefit of the Occupiers of the Blocks, the scheme shall include, where practicable and subject to structural surveys and the loss of no parking spaces:

a) provision of hard and soft landscaping, green walls, pergolas or similar partial covering of parked cars and painting/art work;

b) details to ensure the provision of any items identified at (a) above maintains suitable access to all existing parking spaces and circulation within the Car Park;

c) arrangements to ensure the scheme is brought forward with the agreement of any other owners of the Car Park; and

d) details of how the scheme will be appropriately managed.

## 2 Rooftop Car Park Improvement Scheme

2.1 The Owners covenant:

2.1.1 to submit the Rooftop Car Park Improvement Scheme to the Council for Approval prior to Occupation of the Residential Units;

2.1.2 not to Occupy the Residential Units unless and until a Rooftop Car Park Improvement Scheme has been Approved by the Council;

2.1.3 to implement and complete the Approved Rooftop Car Park Improvement Scheme no later than Occupation of the Residential Units; and

2.1.4 thereafter the Approved Rooftop Car Park Improvement Scheme shall be complied with for the lifetime of the Development (unless otherwise agreed in writing by the Council).

2.2 The Council shall within three (3) months of receipt of the Rooftop Car Park Improvement Scheme provide confirmation to the Owners as to whether the Rooftop Car Park Improvement Scheme is Approved or rejected.

2.3 Where the Council reject the Rooftop Car Park Improvement Scheme the Owners may prepare and submit further Rooftop Car Park Improvement Schemes to the Council until such time as the Rooftop Car Park Improvement Scheme is Approved.

# Schedule 13 – Inner Distribution Road Scheme

## 1 Definitions

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

**Inner Distribution Road** means the part of the highway surrounding the Development comprising Castle Street and Caversham Road as shown edged red and shaded orange on Plan 11; and

**Inner Distribution Road Scheme** means a feasibility study prepared by an independent consultant for bridging and/or environmental improvements over the Inner Distribution Road in connection with the Development and Minster Quarter Central to be commissioned by the Owners.

## 2 Inner Distribution Road Scheme

2.1 The Owners covenant:

2.1.1 to submit the Inner Distribution Road Scheme to the Council for information prior to Commencement of Development; and

2.1.2 not to Commence the Development unless and until the Inner Distribution Road Scheme has been submitted to the Council.

2.2 For the avoidance of doubt the Parties agree the cost to the Owners for commissioning the Inner Distribution Road Scheme shall not exceed ten thousand pounds (£10,000).

# Schedule 14 – Miscellaneous Obligations

## 1 Definitions

1.1 The following expression shall have the following meaning which for the avoidance of doubt shall apply to all parts of this Agreement:

**Force Majeure** means fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action, decree of Government, unforeseen exceptional site or ground conditions or other unforeseen exceptional event, cause or circumstance outside the reasonable control of the Owners, their contractors or agents, and which adversely affects its ability to Practically Complete any relevant Block.

## 2 Completion of Blocks

2.1 The Owners covenant that once Commencement of Development of any Block has occurred, the Owners shall Practically Complete the relevant Block in its entirety within thirty-six (36) months of Commencing Development of that Block PROVIDED THAT such period shall be extended day for day to account for circumstances of Force Majeure and may otherwise be extended on agreement in writing between the Parties, acting reasonably.

## 3 Third Party Commencement

3.1 The Owners covenant:

3.1.1 not to Commence the Development until the Property has been vacated by the Occupational Tenants and any legal right for the Occupational Tenants to Occupy part of the Property has come to an end howsoever terminated (and the Council has received notice of this);

3.1.2 to notify the Council in writing when the Property has been vacated by the Occupational Tenants;

3.1.3 not to amend vary or renew any Occupational Tenant's lease, licence or agreement to occupy (as applicable) in a manner that would allow any of the Occupational Tenants to carry out or procure the carrying out of the Development without first procuring that the they enter into an agreement with the Council certifying that they will comply with the obligations of the Owners as set out in this Agreement;

3.1.4 if any Occupational Tenant Commences or carries out or procures Commencement then the Owners shall observe and perform the covenants obligations and duties contained in this Agreement;

3.1.5 if any Occupational Tenant Commences or carries out or procures Commencement then the Owners shall use all reasonable endeavours to prevent any further works pursuant to the Development being carried out and shall ensure that the relevant Occupational Tenant shall promptly and permanently be removed from the Property; and

3.1.6 In the event of non-compliance with any part of this Paragraph 3 of Schedule 14 the Owners shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

# Schedule 15 - Council's obligations

1 **Definitions**

1.1 The following expression shall have the following meaning which for the avoidance of doubt shall apply to all parts of this Agreement:

**Prescribed Period** means the period commencing on the later of:

a) the Due Date; and

b) where payment of a Contribution is received by the Council after the Due Date, the date of actual receipt of the relevant payment,

and expiring at the end of ten (10) full financial years (ending 31 March) immediately following the end of either the financial year in which the Due Date falls in the case of (a) above or the financial year in which the actual payment is received by the in the case of (b) above.

2 **Contributions**

2.1 The Council covenants:

2.1.1 not to use the Contributions (or any part of any of them) otherwise than for the purposes specified in this Agreement and for no other purposes unless otherwise agreed in writing by the Owners;

2.1.2 following receipt of a written request from the person who paid the relevant Contribution, to re-pay to that person such Contribution (or part of that Contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:

(a) any such written request for repayment must be made within twelve (12) months of the expiration of the Prescribed Period;

(b) the Council shall not be required to return any part of the Healthcare Contribution and/or Additional Healthcare Contribution (if applicable) where the ICB or ICB Nominee has not returned any unused funds in accordance with Paragraph 5.1(ii) of Schedule 8; and

(c) the Council shall not be required to return any part of the Contribution if it does not receive such a request within twelve (12) months of expiration of the Prescribed Period.

2.1.3 if a written request for repayment of any Contribution is not received as specified in Paragraph 2.1.2 above, any remaining Contribution (or part of the Contribution) including any interest on any balance then held by the Council shall be used by the Council for any other purpose identified for any other Contribution in this Agreement or for the benefit of the Local Area in the vicinity of the Development.

## Execution Pages

**EXECUTED (BUT NOT DELIVERED** )
UNTIL THE DATE HEREOF) by )
the affixing of THE COMMON )
SEAL of **READING BOROUGH** )
**COUNCIL** in the presence of:-

Authorised Signatory

| **Minute** | **PAC** |
|---|---|
| **Originator** | |
| **Seal No.** | |
| **Checked** | |

**EXECUTED** as a deed by )
**UREF III LP** )
acting by **UREF III GP** )
**LIMITED**, general )
partner, acting by a ) ……..
director: ) Director

In the presence of:

Name of witness: ……
(in BLOCK CAPITALS)

Signature of witness: ……

Address: ……

……

Occupation: ……

**EXECUTED** as a deed by )
**UREF III GP LIMITED**, ) ……..
acting by a director: ) Director

In the presence of:

Name of witness: ……
(in BLOCK CAPITALS)

Signature of witness: ……

Address: ……

……

Occupation: ……