DATED 20th August **2026**

1) JOHN LEWIS PLC

and

2) READING BOROUGH COUNCIL

Agreement
in respect of land at John Lewis Customer Collection Point, Crossland Road, Reading, RG1 2HT
pursuant to Section 106 of the Town and Country Planning Act 1990 (and all other enabling powers)

Planning application reference number PL/24/1155
IKEN Reference: 032677

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Agreement

Dated 20th August **2026**

Between:

(1) **JOHN LEWIS PLC** (company registration number 233462) of 1 Drummond Gate, Pimlico, London, United Kingdom, SW1V 2QQ (the **Owner**); and

(2) **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 freehold interests in part of the Application Land (under registered titles BK88233, BK157591, BK226854 and BK264538) but, subject always to the provisions of clause 6.2 of this Agreement, the Council does not enter into this Agreement in its capacity as landowner.

(C) The Owner is the registered proprietor of the freehold interest in part of the Application Land under HM Land Registry title number BK339969 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

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

(E) 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:

1990 Act means the Town and Country Planning Act 1990;

Agreement means this deed of agreement;

Application means the application for the Planning Permission and given the reference number PL/24/1155;

Application Land means land at John Lewis Customer Collection Point, Crossland Road, Reading, RG1 2HT being land against which this Agreement may be enforced as shown edged in red on Plan 1, a copy of which is appended at Schedule 1 to this Agreement;

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 Owner 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;

Building means (as the context permits) any building that comprises part of the Development and **Buildings** shall be construed accordingly;

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, site clearance, removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly;

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

Commercial Unit means any non-residential use within the Development;

Community Infrastructure Levy means community infrastructure levy as defined in the CIL Regulations;

Contribution means the following financial contributions payable by the Owner to the Council in accordance with this Agreement: Zero Carbon Offset Contribution, Construction ESP Contribution, Construction ESP Monitoring Fee, Local Healthcare Infrastructure Contribution, Open Space Contribution, Road Traffic Order Contribution and Transport Contribution;

Council's Area means the administrative area of the Council;

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 Owner pursuant to Schedule 3 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 EIGHT THOUSAND POUNDS (£8,000.00) 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;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission) of any Building (or part of a Building) constructed on the Application Land within the Development PROVIDED THAT:

(a) for the avoidance of any doubt, occupation for the purposes of construction, fitting out and marketing shall not constitute Occupation; and

(b) in the event of a Market Build to Rent Clawback Disposal and/or Affordable Housing Clawback Disposal in accordance with the terms of Schedule 3, Occupation shall include beneficial occupation of any Building (or part of a Building) within the Development as an Open Market Unit

(and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly);

Optional Services means optional 'pay for' additional services which shall be charged to residents on an 'opt in' basis and not included in the standard Service Charge which shall include the following services: cleaning of the Residential Unit, rental of hoover/ other household items, laundry services, gym classes, hire of transport, rental of storage space outside of the demise of the relevant Residential Unit (excluding standard bicycle storage) and dog waking/ pet care;

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

Plan means a plan annexed at Schedule 1, and "**Plan 1**", "**Plan 2**", "**Plan 3**", "**Plan 4**" shall be construed accordingly;

Planning Permission means planning permission for the Development pursuant to the Application.

Practical Completion means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be complete in all material respects such that it is fit for its intended purpose and available for use and **Practically Completed** 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 advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Service Charge means the service charge to be charged to residents in respect of the reasonable costs associated with the ongoing services, management, maintenance, insurance and improvement of the external fabric and internal common parts of the Development which shall be inclusive of charges in relation to:

(i) Building operations and maintenance, including cleaning of communal areas, landscaping and garden maintenance and pest control;

(ii) Shared utilities and maintenance, including lighting and electricity for communal areas, lift servicing, fire safety systems and security systems;

(iii) Building insurance (excluding contents insurance);

(iv) Use of internal amenities: concierge, gym and wellness space (excluding classes or personal training), lobby, lounge, dining and home working space;

(v) Use of external amenities: landscaped communal open spaces; and

(vi) Use of the cycle and refuse stores

BUT FOR THE AVOIDANCE OF DOUBT such charge shall be exclusive of utility bills, council tax and the Optional Services as made clear to residents at the start of each tenancy (and **Service Charge** shall be construed accordingly);

Working Days means any day (other than Saturdays, Sundays or public holidays in England).

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 an 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 Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 7.2 (lapse) and 7.5 (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 Owner (including its successors in title and those deriving title from the Owner).

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 Owner's Obligations

5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedules 3 (Affordable Housing), 4 (Zero Carbon Offset), 5 (Employment, Skills and Training), 6 (Open Space and Local Healthcare Infrastructure), 7 (Transport) and 8 (District Heat Network) of this Agreement.

5.2 The Owner covenants with the Council:

(a) not to Commence unless and until it has served a Commencement Notice; and

(b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner is prevented from carrying out its covenants and obligations contained in this Agreement.

6 Council's Obligations

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

6.2 The Council in its capacity as freehold owner of part of the Application Land covenants with the Owner as follows and does so under the general principles of contract law rather than expressly pursuant to section 106 of the Act:

6.2.1 not to carry out or procure the carrying out of any works which may constitute a material operation (under section 56 of the Act) in respect of the Development or Commence the Development without obtaining the prior written approval of the Owner;

6.2.2 not to dispose of its freehold interest in the Application Land to any party (other than the Owner) unless it first secures that such party acquiring the land (including a mortgagee of that party) shall enter into a confirmatory deed in relation to the whole of such land that is disposed binding it to the obligations in this clause 6.2 of this Agreement.

7 Agreements and Declarations

7.1 Fees

7.1.1 The Owner covenants 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 Owner) 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 Future Mortgagees

7.4.1 The obligations in this Agreement shall not be enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any parts of part of the Application Land or any receiver appointed by such charge or mortgagee or any person deriving title through such chargee mortgagee or receiver unless and until such charge mortgagee receiver or person has entered into possession of the Application Land (or any part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Application Land (or the relevant part of it) but only insofar as those obligations relate to the relevant part of the Application Land it has entered into possession of.

7.5 Statutory Undertakers and Individual Occupiers

7.5.1 This Agreement shall not be enforceable against any statutory undertakers (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing services to or for the Development or neighbouring developments.

7.5.2 This Agreement shall not be enforceable against any individual occupiers or tenants of the Residential Units or Commercial Units save for in circumstances where such individual occupiers have either a long leasehold interest (for a term of not less than 21 years) or a freehold interest in the relevant Residential Unit or Commercial Unit.

7.6 **Release**

7.6.1 The Owner shall upon parting:

(a) with its interest in any part of the Application Land 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 Application Land; and

(b) with the entirety of its interest in the Application Land 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 any prior or existing breach of this Agreement as at the date of disposal.

7.7 **Right of access**

7.7.1 Without prejudice to the Council's statutory rights of entry, the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land 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 Owner 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 Owner.

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 of this Agreement 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 Owner 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 Owner) 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: S106/241155/032677 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 either Party may at any time require by notice in writing to the other Party 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 Permissions**) 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 Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Specified Future Permission(s); and

(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 Application Land 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 Owner,

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, the Owner shall provide the Council with written notice of any change in ownership of its freehold interest in the Application Land or grant of any long leasehold interest of a term of more than seven years 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 Application Land to which each of their interests apply.

7.21 **Jurisdiction**

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

7.23 **Warranty**

7.23.1 The Owner warrants that:

(a) it has full power to enter into this Agreement;

(b) no person other than the Owner and the Council has any material legal or equitable interest in the Application Land; and

(c) no consent is necessary to make this Agreement binding on the Application Land 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(s)
1.	Application Land	08278-CJA-ZZ-ZZ-DR-A-0150
2.	Communal Facilities Plan	08278-CJA-ZZ-ZZ-DR-A-0460
3.	Stopping Up Plan	8230634/6104 Rev G
4.	Affordable Housing Plans	08278-CJA-ZZ-00-DR-A-0450 08278-CJA-ZZ-01-DR-A-0451 08278-CJA-ZZ-02-DR-A-0452 ~~08278-CJA-ZZ-02-DR-A-0452~~ 08278-CJA-ZZ-03-DR-A-0453 08278-CJA-ZZ-04-DR-A-0454 08278-CJA-ZZ-05-DR-A-0455



SJB
Jack Biddle

Sir Bluck
Jack Biddle



Existing Site Location Plan (Planning Boundary)

Scale -1 : 1250

C.01 Planning Issue	MK	10/05/24	AM		
Rev: Des:	By.	Date.	Ch.		

Notes:

A3

0 25 50 mm

Scale 1:1250

Client: JOHN LEWIS PARTNERSHIP

Project: FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)

JLP No: 08278

Job No: 35054

Title: Existing Site Location Plan (Planning Boundary)

Scale: 1 : 1250 @ A3

Drawn by: MK

Date: 10/05/24

Checked by: AM

Drawing No: 08278-CJA-ZZ-ZZ-DR-A-0150

Revision C.01

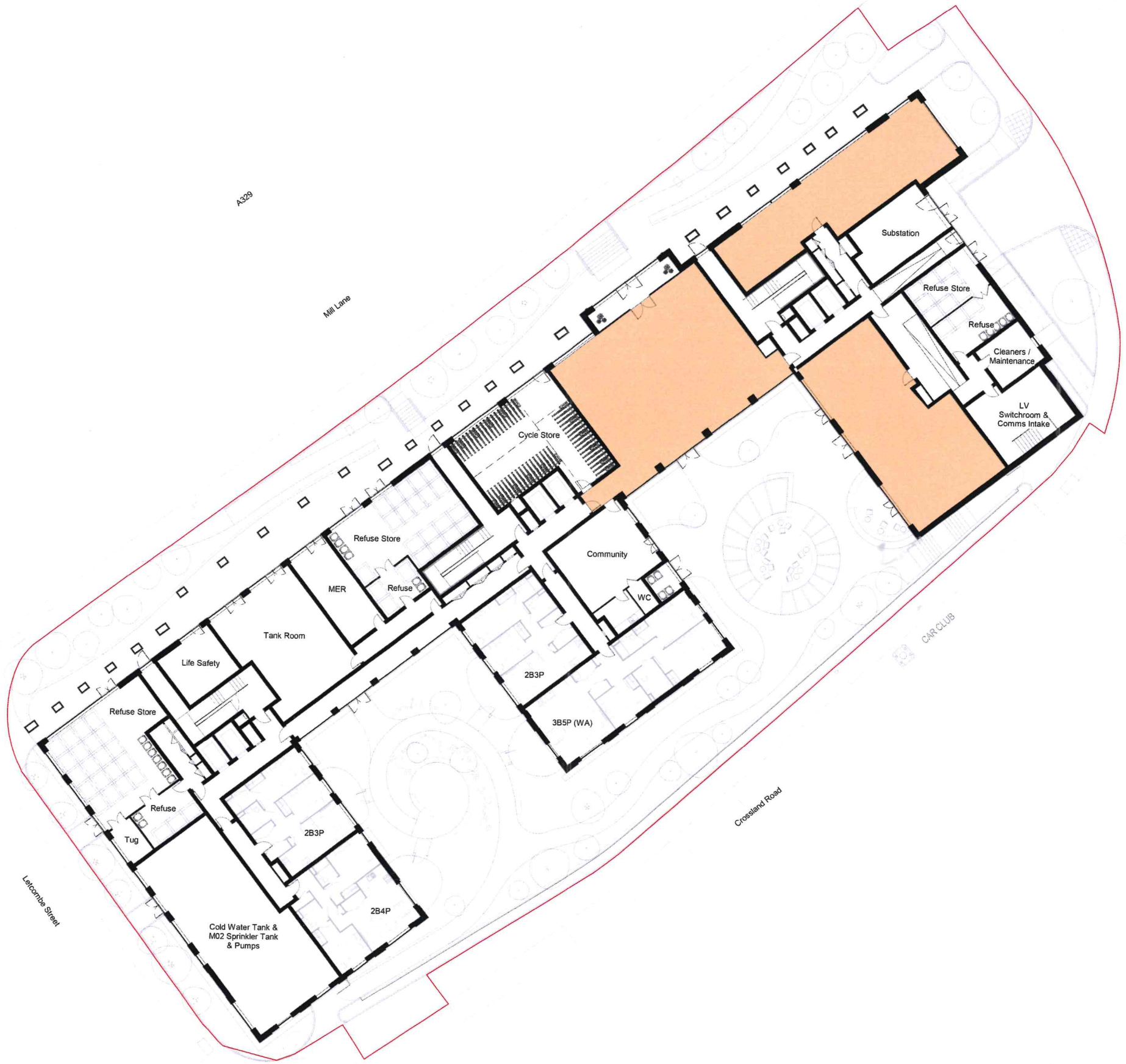
Status: AP PLANNING

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Contractor must verify all dimensions on site before commencing any work or shop drawings. If this drawing exceeds the quantities taken in any way the Architects are to be informed before the work is initiated.Only figured dimensions to be taken from this drawing. CJCT cannot gurantee this drawing will scale accurately when printed. Drawings based on Ordinance Survey and / or existing record drawings - design and drawing content subject to Site Survey, Structural Survey, Site Investigation, Planning and Statutory Requirements and Approvals. Authorised reproduction from Ordanance Survey Map with permission of the Controller of Her Majesty's Stationery Office. Crown Copyright reserved.

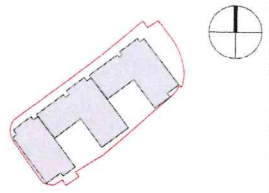
Sim Blatchford

Jack Biddle



Ground Floor Communal Facilities Plan

Scale - 1 : 200



Location Plan

C.01 Initial Issue
Rev: Des:

TXE 02/12/25 AM
By. Date. Ch.

Communal Facilities

A1

0 5 10m
Scale 1:200

Contractor must verify all dimensions on site before commencing any work or shop drawings. If this drawing exceeds the quantities taken in any way the Architects are to be informed before the work is initiated. Only figured dimensions to be taken from this drawing. CJCT cannot gurantee this drawing will scale accurately when printed. Drawings based on Ordinance Survey and / or existing record drawings - design and drawing content subject to Site Survey, Structural Survey, Site Investigation, Planning and Statutory Requirements and Approvals.
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Client: JOHN LEWIS PARTNERSHIP

Project: FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)
JLP No: 08278
Job No: 35054

Title: Ground Floor Communal Facilities Plan

Scale: As indicated @ A1
Drawn By: TXE

Date: 02/12/25
Checked by: AM

Drawing No: 08278-CJA-ZZ-00-DR-A-0460
Revision: C.01

Status: AP PLANNING

Carey Jones Chapman Tolcher
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Tel +44(0)20 7269 9400
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Jack Biddle Sian Rhodes



NOTES

1. This drawing is to be read in conjunction with all relevant documents and specifications.
2. Dimensions are not to be scaled.

Source: Camlins Drawing number SY743-275-0001

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KEY

- Extent of existing public highway
- Planning application boundary
- Area to be stopped-up
- Land to be dedicated as public highway

N

Rev.	Description	Date	By	Chkd
G	Internal building layout omitted for clarity.	22/06/2026	DS	JB
F	Extent of ownership removed.	26/05/2026	TH	JB
E	Site layout updated.	10/09/2025	DS	JB
D	Kerb radii amended. Pedestrian crossing distance across turning head reduced.	16/06/2025	DS	JB
C	Site layout updated. Extent of stopping-up amended. Land to be dedicated as public highway amended.	13/06/2025	DS	JB
B	Site layout updated. Extent of stopping-up amended. Land to be dedicated as public highway amended.	07/05/2025	DS	JB

Glanville
Survey > Plan > Engineer

Civil Engineering · Highways Engineering · Structural Engineering · Building Surveying · Transport Planning · Geomatics

Hertfordshire | Oxfordshire | Cambridgeshire | Bristol

Client : John Lewis Partnership BTR Ltd

Project : Former John Lewis Depot, Letcombe Street, Reading (Also Known As JLP Mill Lane)

Title : Crossland Road Land Dedication and Stopping-Up Plan

Engineer : D. Strange | Date : April 2025

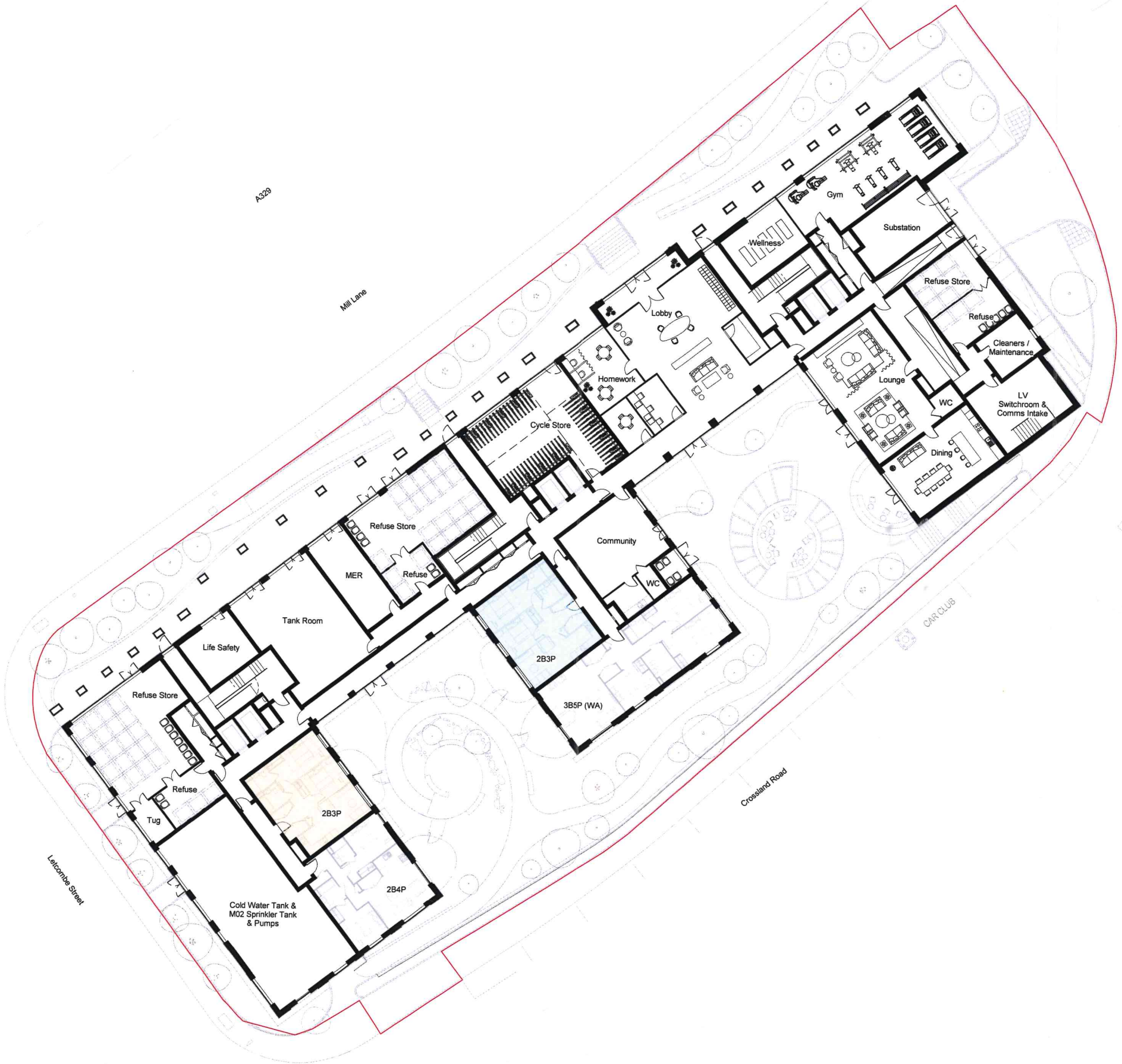
Director : J. Birch | Scale : As Shown @ A3

Status : PRELIMINARY

Drawing No. 8230634/6104 | Rev G

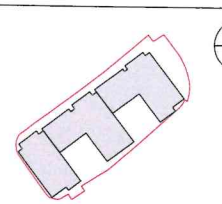
Sim Blakeman

Jack Biddle



Ground Floor Affordable Units Plan

Scale - 1 : 200



Location Plan

C.01 Initial Issue
Rev: Des:

TMC 22/09/25 AM
By. Date. Ch.

Discount Market Rent (DMR)

Local Housing Allowance (LHA)

A1

0 5 10m
Scale 1:200

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Client: JOHN LEWIS PARTNERSHIP

Project: FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)

JLP No: 08278
Job No: 35054

Title: Ground Floor Affordable Unit Location Plan

Scale: As indicated @ A1

Drawn By: TMC

Date: 30/06/25

Checked by: AM

Drawing No: 08278-CJA-ZZ-00-DR-A-0450

Revision C.01

Status: AP PLANNING

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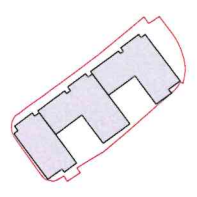
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Email info@cjctstudios.com

Sian Bluck
Jack Biddle



First Floor Affordable Units Plan

Scale - 1 : 200



Location Plan

C.01 Initial Issue
Rev: Des:

TMC 22/09/25 AM
By. Date. Ch.

Discount Market Rent (DMR)

Local Housing Allowance (LHA)

A1

0 5 10m
Scale 1:200

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Client:
JOHN LEWIS PARTNERSHIP

Project:
FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)

JLP No: 08278
Job No: 35054

Title:
First Floor Affordable Unit Location Plan

Scale: As indicated @ A1
Drawn By: TMC
Date: 30/06/25
Checked by: AM

Drawing No: 08278-CJA-ZZ-01-DR-A-0451
Revision C.01

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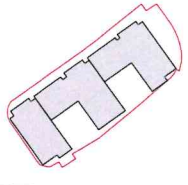
Status: AP PLANNING

Sir Bluh
Jack Biddle
tale



Second Floor Affordable Units Plan

Scale - 1 : 200



Location Plan

C.01 Initial Issue
Rev: Des:

TMC 22/09/25 AM
By. Date. Ch.

Discount Market Rent (DMR)

Local Housing Allowance (LHA)

A1

Scale 1:200

0 5 10m

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Client: JOHN LEWIS PARTNERSHIP

Project: FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)
JLP No: 08278
Job No: 35054

Title: Second Floor Affordable Unit Location Plan

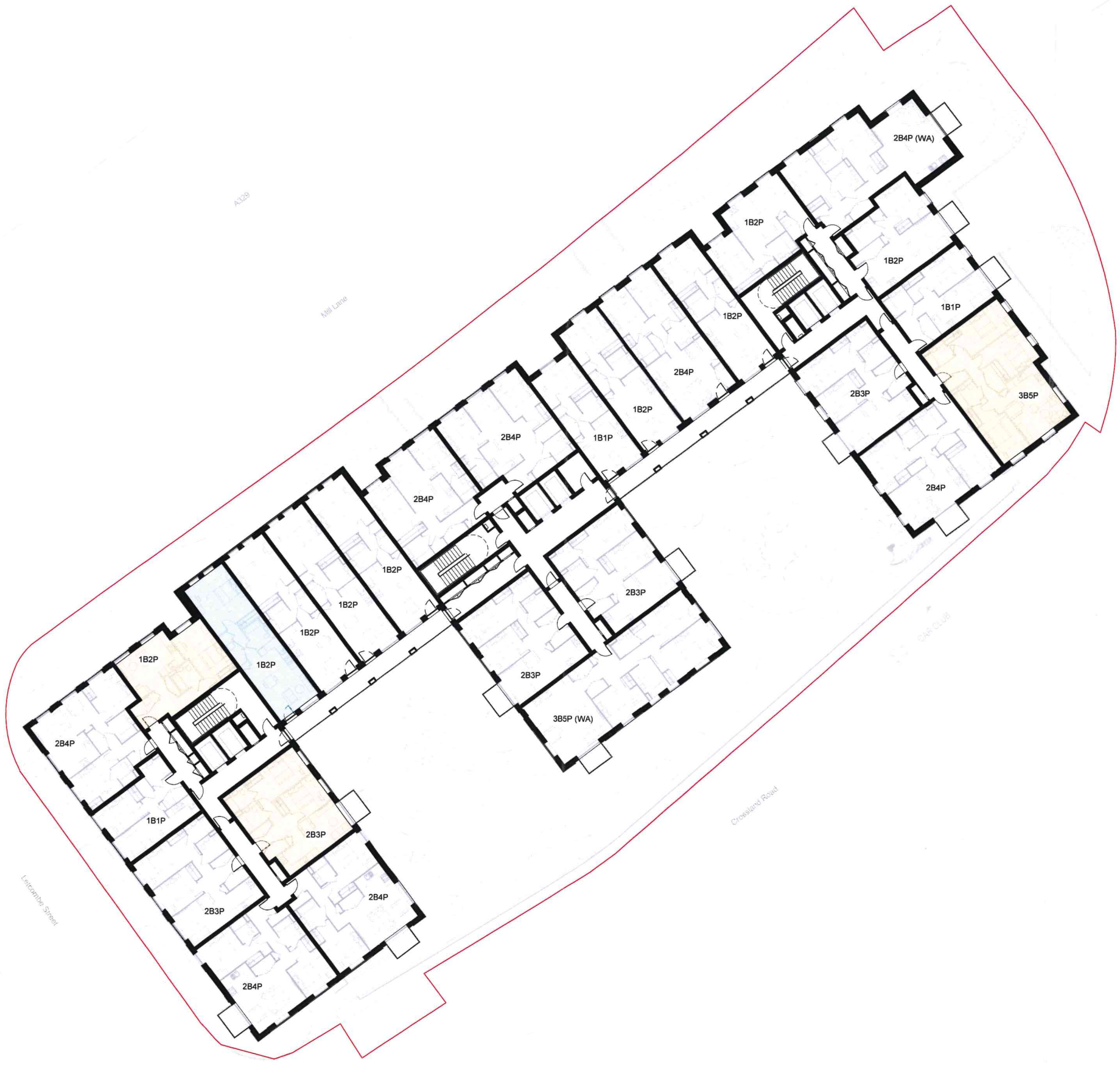
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Drawn By: TMC
Date: 30/06/25
Checked by: AM

Drawing No: 08278-CJA-ZZ-02-DR-A-0452
Revision C.01

Status: AR PLANNING

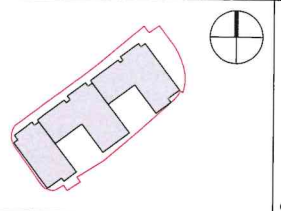
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Simon Blake
Jack Biddle



Third Floor Affordable Units Plan

Scale - 1 : 200



Location Plan

C.01 Initial Issue
Rev: Des:

TMC 22/09/25 AM
By. Date. Ch.

Discount Market Rent (DMR)

Local Housing Allowance (LHA)

A1

0 5 10m
Scale 1:200

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Client: JOHN LEWIS PARTNERSHIP

Project: FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)
JLP No: 08278
Job No: 35054

Title: Thrid Floor Affordable Unit Location Plan

Scale: As indicated @ A1
Drawn By: TMC

Date: 30/06/25
Checked by: AM

Drawing No: 08278-CJA-ZZ-03-DR-A-0453
Revision: C.01

Status: AP PLANNING

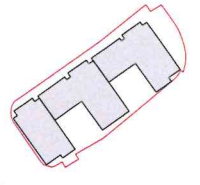
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Sim Blake
Jack Biddle



Fourth Floor Affordable Units Plan

Scale - 1 : 200



Location Plan

Rev: C.01 Des: Initial issue By. TMC Date. 22/09/25 Ch. AM

Discount Market Rent (DMR)

Local Housing Allowance (LHA)

A1

Scale 1:200 (0, 5, 10m)

Contractor must verify all dimensions on site before commencing any work or shop drawings. If this drawing exceeds the quantities taken in any way the Architects are to be informed before the work is initiated. Only figured dimensions to be taken from this drawing. CJCT cannot gurantee this drawing will scale accurately when printed. Drawings based on Ordinance Survey and / or existing record drawings - design and drawing content subject to Site Survey, Structural Survey, Site Investigation, Planning and Statutory Requirements and Approvals.
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Client: JOHN LEWIS PARTNERSHIP

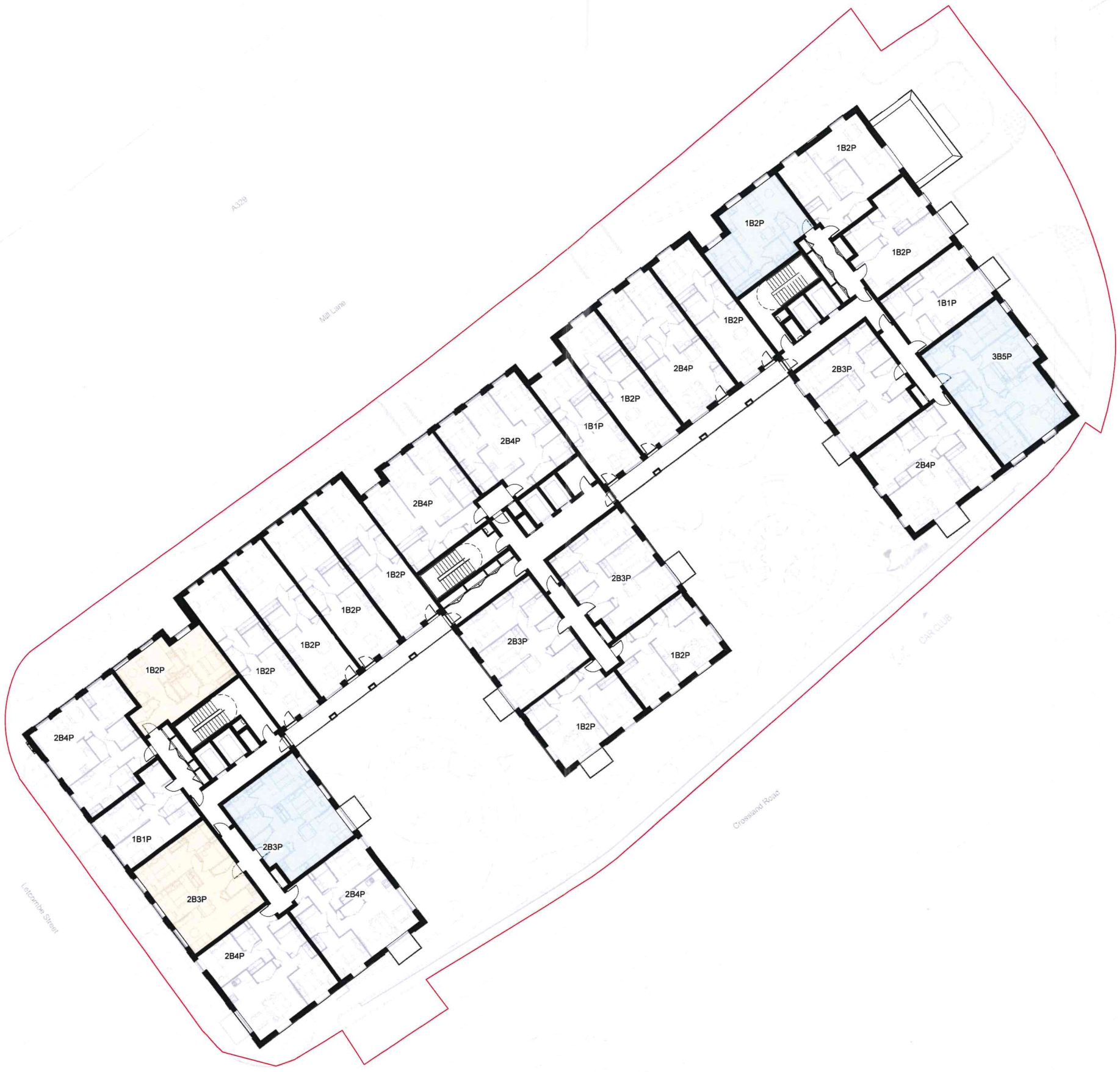
Project: FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)

JLP No: 08278
Job No: 35054

Title: Fourth Floor Affordable Unit Location Plan

Scale: As indicated @ A1
Drawn By: TMC
Date: 30/06/25
Checked by: AM
Drawing No: 08278-CJA-ZZ-04-DR-A-0454
Revision C.01
Status:

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Fifth Floor Affordable Units Plan

Scale - 1 : 200

Location Plan

C.01 Initial Issue — TMC 22/09/25 AM
Rev: Des: By. Date. Ch.

Discount Market Rent (DMR)

Local Housing Allowance (LHA)

0 5 10m
Scale 1:200

A1

Contractor must verify all dimensions on site before commencing any work or shop drawings. If this drawing exceeds the quantities taken in any way the Architects are to be informed before the work is initiated. Only figured dimensions to be taken from this drawing. CJCT cannot gurantee this drawing will scale accurately when printed. Drawings based on Ordinance Survey and / or existing record drawings - design and drawing content subject to Site Survey, Structural Survey, Site Investigation, Planning and Statutory Requirements and Approvals.
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Client: JOHN LEWIS PARTNERSHIP

Project: FORMER JOHN LEWIS DEPOT, LETCOMBE STREET, READING (ALSO KNOWN AS JLP MILL LANE)
JLP No: 08278
Job No: 35054
Title: Fifth Floor Affordable Unit Location Plan
Scale: As indicated @ A1
Drawn By: TMC
Date: 30/06/25
Checked by: AM
Drawing No: 08278-CJA-ZZ-05-DR-A-0455
Revision: C.01
Status: AP PLANNING

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Schedule 2 – The Development

Demolition of the existing building and redevelopment of the site comprising erection of a new building for 170 build to rent residential dwellings (Use Class C3) together with flexible community space (Use Class F1 (a-b; d-e) F2 (a-b)) and residents' facilities, landscaping, public realm, amenity space and cycle parking.

Schedule 3 – Affordable Housing and management of the Residential Units

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 Affordable Housing means Discounted Market Rent Units and/or Local Housing Allowance Units that may be provided as part of the Development as Affordable Housing, in addition to the Affordable Housing Units in accordance with the provisions of paragraph 8 of this Schedule;

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 Reading 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 Owner 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 on the open market free of the Affordable Housing restrictions in this Schedule to an arms' length buyer;

C= Fifty percent (50%)

SUBJECT ALWAYS TO THE Cumulative Cap;

Affordable Housing Clawback Disposal means the sale of the freehold interest or the grant of a long leasehold interest (being a term of at least 125 years) during the Affordable Housing Covenant Period in respect of one 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 or the Council;

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 Price means the value which an independent valuer (procured by the Owner at the Owner's expense and Approved by the Council) considers to be the difference between:

a) the Additional Affordable Housing Units subject to the terms and conditions set out in Part 1 of this Schedule; and

b) the Additional Affordable Housing Units as Build to Rent Units free from the terms and conditions set out in Part 1 of this Schedule;

Affordable Housing Tenure Mix means the ten (10) Discounted Market Rent Units and seventeen (17) Local Housing Allowance Units comprised as follows:

Type	Local Housing Allowance Units	Discounted Market Rent Units	Total
Studio/1 bedroom Flat	7	5	12
2 bedroom flat	6	4	10
3 bedroom	4	1	5
Total	17	10	27

Affordable Housing Management Strategy means a strategy to be prepared by the Owner 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 Building 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 twenty-seven (27) Residential Units to be provided as part of the Development as Affordable Housing comprising Discounted Market Rent 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 FOUR MILLION ONE HUNDRED AND SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTY POUNDS (£4,177,530.00);

Build Costs means the costs, expenses, liabilities and other sums properly incurred or anticipated to be incurred by or on behalf of the Owner in connection with the acquisition, disposal, construction, marketing and management of the Development including without limitation the following:

a) all relevant construction costs (to include any site remediation, demolition, stripping out, site clearance works and fit-out costs);

b) stamp duty land tax and land registry fees;

c) insurance costs;

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

e) any Community Infrastructure Levy (excluding, for the avoidance of any doubt, any surcharges and/or late payment interest) that is payable;

f) the sums paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other than the Deferred Contribution;

g) any costs relating to the sale, lease or other disposal of the Development (including structural warranties) and all 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;

h) any costs, expenses or liabilities incurred in connection with the assessment, negotiation, settlement or resolution of any rights of light matters affecting the Development (including but not limited to compensation payments, insurance premiums, legal fees, surveyors' fees, consultants' fees, and other professional costs) together with all ancillary expenses reasonably incurred in dealing with such rights of light issues;

i) any Building Safety Levy that is payable;

j) any costs, charges, contributions or expenses incurred in connection with carbon offsetting requirements relating to the Development (including the purchase of carbon credits, payments to approved offset schemes, legal fees, surveyors' and consultants' fees, administrative costs and all ancillary expenses reasonably incurred in assessing, accounting for, or discharging liability for carbon offset obligations); and

k) the fees of all professional consultants appointed in relation to the Development;

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;

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 represent reasonable estimates on the assumption that they are procured from unconnected third parties and on an arm's length basis PROVIDED ALWAYS that the Owner shall be responsible for providing the Council with such documentary evidence on an open book basis to demonstrate the reasonable estimates;

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; and

iv. no items shall be counted more than once;

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

Build to Rent Units means purpose built housing that is typically 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 periodic tenancies, and will typically be professionally managed stock in single ownership and management control;

Communal Facilities means those areas within the Development as shown on Plan 2 available for use and enjoyment by the occupants of the Residential Units, comprising gym, dining area, lobby, wellness centre, lounge, home-working spaces;

Component means the following:

(a) Residential Units;

(b) Additional Affordable Housing Units; and

(c) Commercial Floorspace;

Cumulative Cap means that the cumulative total of the Deferred Contribution, Affordable Housing Clawback Amount and/or Market Build to Rent Clawback Amount shall not exceed an amount equal to 15% of the gross development value of the Residential Units with the gross development value to be determined by assessing the value of the Residential Units on a 'for sale' basis at the date on which the relevant contribution or clawback amount is calculated;

Deferred Contribution means in respect of the Updated Viability Appraisal carried out in accordance with Part 3 of this Schedule that 50% of the Surplus (if any) that may be payable by the Owner to the Council in accordance with the terms of this Schedule and to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area PROVIDED THAT such sum shall not exceed the Deferred Contribution Cap;

Deferred Contribution Cap means the sum of £5,663,589 (FIVE MILLION, SIX HUNDRED SIXTY-THREE THOUSAND, FIVE HUNDRED EIGHTY-NINE POUNDS);

Discounted Market Rent Housing means housing offered at a rent (inclusive of Service Charges) that is not more than 80 per cent of Market Rent;

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

Disposal means the following:

(a) the grant of a lease of a term of less than 125 years of a Component(s) of the Development; and

(b) the grant of a periodic tenancy agreement or a short term let in respect of a Component of the Development;

and **Dispose**, **Disposals** and **Disposed** shall be construed accordingly;

Eligible Persons means persons who meet the Qualifying Criteria and will be prioritised and nominated in accordance with the Priority Hierarchy;

Gross Development Value means the aggregate of the following:

a) the consideration received on the Transfer of each of the Residential Units (if any);

b) in the case of any Residential Unit that has not been Transferred at the Relevant Date, the estimated Market Value of each such Residential Unit;

c) the consideration received on each Transfer or Disposal of other revenue-generating elements of the Development (as the case may be);

d) in respect of the Transfer or Disposal of the Residential Units and other revenue-generating elements of the Development by way of a part exchange or by way of a swap, the full value of the unit Transferred or Disposed without deduction for the property taken in part exchange;

e) in respect of the Transfer or Disposal of a Residential Unit by way of a shared equity scheme, the full amount of the premium payable together with the up- to-date Market Value of any residual interest of the Owner in such Residential Unit;

f) any other income received by the Owner from any uses within the Development;

g) 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;

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

i) all other actual sale proceeds, capital payments and receipts paid to, or received by, the Owner (or by others on its behalf) after the date of this Agreement in respect of any Transfer, Disposal and Deemed Disposal; and

j) any compensation, damages, interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or, on behalf (or as agent) of, the Owner (or a third party on its behalf) for any purpose whatsoever in respect of the Development;

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

l) the estimated income to be received by the Owner from any uses within the Development, based on detailed comparable evidence to be Approved by the Council

as at the Relevant Date PROVIDED ALWAYS that the Supporting Evidence to be submitted as part of the Updated Viability Appraisal must include documentary evidence which confirms to the Council's satisfaction items (a) – (l) above, and 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 Market Build to Rent Units and Affordable Housing Units;

Local Housing Allowance ("LHA") 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) 80% of Market Rent; and

b) the last published LHA rate (provided that the last published LHA rate includes an LHA rate that is greater than: i) the LHA rate at the date of this Deed; and ii) the preceding LHA rate) as increased by an amount equivalent to any increase in the Market Rents from the date on which the LHA rate was last published to the date the affordable private rent is calculated and the term "LHA Rent" shall be construed accordingly;

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 Owner 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 3;

C = the value of the Market Build to Rent Unit(s) within the Development being disposed of by way of a Market Build to Rent Clawback Disposal 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 this Schedule

D = 15%

SUBJECT ALWAYS TO THE Cumulative Cap;

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 125 years) during the Market Build to Rent Covenant Period in respect of one or more or all 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 Building to a build to rent operator or investor for build to rent purposes , and "Disposed of' shall be construed accordingly;

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

Market Build to Rent Units means a Build to Rent Unit that is let on the open market and is not an Affordable Housing Unit (or for the avoidance of doubt an Open Market Unit);

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;

Marketing Period means a minimum period of 12 weeks to advertise the availability of the Affordable Housing Units (both on initial and subsequent lets) during the initial 4-week period of which the Affordable Housing Unit(s) shall be exclusively marketed to persons nominated by the Council in accordance with paragraph 2.2.2 of Part 1 of this Schedule and the term "Market" shall be construed accordingly;

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

Open Market Unit means:

(a) any Affordable Housing Unit that has undergone an Affordable Housing Clawback Disposal; and

(b) any Market Build to Rent Unit that has undergone a Market Build to Rent Clawback Disposal;

Owner's Profits 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 person has both lived and worked in the Local Area for at least the last 3 consecutive years;

c) households where at least one person has either lived or worked in the Local Area for at least the last 3 consecutive years;

d) households where at least one person has either lived or worked in a Neighbouring Local Authority area for at least the last 3 consecutive years;

e) households that otherwise meet the Qualifying Criteria.

Qualifying Criteria means in relation to a prospective tenant being satisfied that:

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

b) they can afford the applicable rents and pass affordability checks (including any benefits for which the household is eligible);

c) they have provided suitable references and credit checks;

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

e) they do not have any recent convictions or history of anti-social behaviour, i.e. within the last five years; and

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

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 part of the Development comprising the Affordable Housing Units, the Market Build to Rent Units and, in the event of a Market Build to Rent Clawback Disposal or an Affordable Housing Clawback Disposal, any Open Market Units;

Relevant Date means the date when the Updated Viability Appraisal is submitted to the Council in accordance with this Agreement;

Residential Management Plan means subject always to paragraphs 4.1.4 and paragraph 5.8 of this Schedule, 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 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 months of the lease with two 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 Property Institute (or an equivalent replacement body);

   v. complies with The Property Institute Code of Conduct (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, which are prohibited by the Tenant Fees Act 2019; and

e) all rent increases to be applied in accordance with the Renters Rights Act 2025 (or such replacement legislation in force from time to time) and 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;

   PROVIDED THAT in the event there is a conflict between the requirements of the Residential Management Plan as stated in this Agreement and the requirements in the Renters Rights Act 2025 (or such replacement legislation in force from time to time), the Renters Rights Act 2025 (or such replacement legislation in force from time to time) shall prevail;

Review Trigger Date means the earlier of:

(a) the date of Occupation of seventy-five percent (75%) of the Market Build to Rent Units (including if applicable, any Market Build to Rent Units and Affordable Housing Units which have become Open Market Units); and

(b) 12 months from Practical Completion of the Development;

Supporting Evidence means the following:

a) for any costs actually incurred at the Review Trigger Date as applicable, receipted invoices or other evidence of payment or staged payment certified by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);

b) for any costs yet to be incurred at the Review Trigger Date as applicable, the up-to-date best estimate of such costs by the Owner or where available by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);

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

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 Review Trigger Date as applicable, 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);

Surplus means the sum that equates to the Gross Development Value less each of:

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

b) the Owner's Profit; and

c) the Benchmark Land Value;

Tenancy Agreement means a periodic tenancy for a minimum term of 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 6 months), subject to the tenant providing 2 months' notice PROVIDED THAT in the event there is a conflict between the requirements of the Tenancy Agreement as stated in this Agreement and the requirements in the Renters Rights Act 2025 (or such replacement legislation in force from time to time), the Renters Rights Act 2025 (or such replacement legislation in force from time to time) shall prevail;

Transfer means the transfer of the freehold of a Component; or the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent (if any) and "Transferred" shall be construed accordingly;

Updated Viability Appraisal means a viability appraisal in respect of the Development in order to assess whether there is a Surplus as at the Review Trigger Date to be used towards payment of a Deferred Contribution (or applied towards Additional Affordable Housing Units) 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;

c) paid for in full (including the cost of any external advisors/consultants) by the Owner;

Void means:

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 Owner covenants:

1.1.1 that no less than twenty-seven (27) of the Residential Units will be Affordable Housing Units;

1.1.2 to prepare and submit an Affordable Housing Management Strategy to the Council for its Approval 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 to ensure that the Affordable Housing Units shall be completed and available 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 on each floor unless and until at least the number of both Discounted Market Rent Units and Local Housing Allowance Units shown for that floor in the following table have been Practically Completed and made available for Residential Occupation:

Floor	Discounted Market Rent Units	Local Housing Allowance Units
Ground	1	1
First	1	5
Second	2	3
Third	1	3
Fourth	2	3
Fifth	3	2

1.2 The Affordable Housing Units shall not be used other than as Affordable Housing in accordance with the terms of this Agreement.

1.3 To prepare and submit a statement to the Council annually (the "Annual Statement") from the date the Development is 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 this Schedule.

2 **Use and Occupation**

2.1 The Owner covenants not to let or Occupy any of the Affordable Housing Units other than to Eligible Persons in accordance with:

(a) the process set out in paragraph 2.2 and 2.3 of this Schedule; and

(b) the Approved Affordable Housing Management Strategy;

Initial Lets

2.2 The Owner covenants:

2.2.1 not less than three (3) months prior to the estimated date of Practical Completion of the Affordable Housing Units:

(a) to notify the Council of the estimated date of Practical Completion of the Affordable Housing Units; and

(b) to ensure either a typical unit, show apartment or 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 Affordable Housing Units to commence the Marketing Period;

2.2.3 that during the first 4 weeks of the Marketing Period the Affordable Housing Units 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 Affordable

Housing Units for 10 Workings Days;

(b) where any person nominated by the Council ("Applicant") wishes to be considered for a Affordable Housing Unit the Council shall have 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 2 Working Days to confirm if they wish to proceed;

(d) where the Landlord reasonably considers the Applicant does not meet the Qualifying Criteria or where the Applicant in paragraph 2.2.3 (c) decides not to proceed the Council shall have 2 Working Days to nominate an alternate Applicant;

(e) in the event more than one Applicant (all of whom pass the Qualifying Criteria) is interested in the same Affordable Housing Unit the priority will be given to Applicants in accordance with the Priority Hierarchy;

2.2.4 Once the initial 4 weeks of the Marketing Period has lapsed any remaining Affordable Housing Units 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;

2.2.5 Following expiry of the Marketing Period this paragraph 2.2 shall no longer apply to that letting of the relevant Affordable Housing Unit.

Subsequent Lets

2.3 Where an Affordable Housing Unit becomes Void the Owner covenants to:

2.3.1 Notify the Council within 10 Working Days of the Owner becoming aware of such situation; 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.

Part 2 - Build to Rent

3 **Communal Facilities**

3.1 The Owner covenants:

3.1.1 to provide and complete the Communal Facilities in each Building prior to Occupation of any Residential Unit in that Building;

3.1.2 not to Occupy any Residential Unit unless and until the Communal Facilities have been provided and completed;

3.1.3 thereafter to manage, maintain and make the Communal Facilities available for use by Occupiers for the lifetime of the Development; and

3.1.4 to ensure that all Tenancy Agreements and Land Registry title information associated with the Development shall grant the residents of each Residential Unit the benefit of rights of access and use of the Communal Facilities subject to availability and any reasonable management requirements.

4 **Build to Rent Provision**

4.1 The Owner covenants:

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

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

4.1.3 not to Occupy the Residential Units within any Building except in accordance with the Approved Residential Management Plan; and

4.1.4 upon reasonable notice from the Council and no more frequently than once every twelve months, to provide to the Council such evidence as the Council reasonably requires to demonstrate the Owner's compliance with the Approved Residential Management Plan

PROVIDED THAT this paragraph 4 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 Owner has 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.

5 **Build to Rent Covenant**

Affordable Housing Covenant

5.1 The Owner covenants not to cause or permit an Affordable Housing Clawback Disposal unless and until:

5.1.1 the Owner has notified the Council of the intended Affordable Housing Clawback Disposal and requested approval from the Council;

5.1.2 the Council has provided approval in writing that the Affordable Housing Clawback Disposal can take place;

5.1.3 the procedure set out in paragraph 5.3 has been complied with; and

5.1.4 if applicable the Affordable Housing Clawback Amount has been paid to the Council in full or the Owner has provided an alternative means of ensuring the Affordable Housing Clawback Amount is paid to the Council within 10 Working Days of completion.

5.2 The Council shall use all reasonable endeavours to provide a response on any request for approval under paragraph 5.1 within 10 Working Days of receiving such a request.

5.3 Where the Owner has notified the Council of an intended Affordable Housing Disposal and the Council has provided written approval in accordance with paragraph 5.1.3(b) of this Schedule the Owner shall:

5.3.1 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;

5.3.2 where the Council or Registered Provider complete the Affordable Housing Clawback Disposal of relevant Affordable Housing Units(s) within a three-month period from the date the offer to purchase was made in accordance with paragraph 5.3.1 the relevant Affordable Housing Unit(s) shall only be Occupied as Affordable Housing Units in accordance with this Deed;

5.3.3 where the Council or Registered Provider have not completed the Affordable Housing Clawback Disposal of the relevant Affordable Housing Units(s) within a three month period from the date the offer to purchase was made in accordance with paragraph 5.3.1 the Owner shall be entitled to dispose of the relevant Affordable Housing Units to another willing purchaser subject to the Owner paying the Affordable Housing Clawback Amount to the Council;

5.3.4 In order to determine the Affordable Housing Clawback Amount the Owner 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 Owner's calculation of the Affordable Housing Clawback Amount.

5.4 The Council shall assess the information submitted under paragraph 5.3.4 of this Schedule to determine the Affordable Housing Clawback Amount as follows:

5.4.1 The Council may appoint an External Consultant to assess the information submitted under paragraph 5.3.4 of this Schedule and to determine the Affordable Housing Clawback Amount.

5.4.2 If the Council and/or its External Consultant requests from the Owner further information or evidence to determine the Affordable Housing Clawback Amount, the Owner 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 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.

5.4.3 The Council shall notify the Owner in writing of the Affordable Housing Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 5.4.2 of this Schedule.

5.4.4 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraphs 5.3.4 and 5.4.2 of this Schedule and in determining the Affordable Housing Clawback Amount including those of any External Consultant appointed under paragraph 5.4.1 of this Schedule within 20 Working Days of receipt of a written request for payment.

5.5 The Owner covenants to notify the Council in writing promptly upon the completion of an Affordable Housing Clawback Disposal.

5.6 The Council shall confirm receipt of the Affordable Housing Clawback Amount to the Owner within ten Working Days from the date of either:

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

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

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

5.8 For the avoidance of doubt:

(a) The total cumulative amount of any Affordable Housing Clawback Amount, any Market Build to Rent Clawback Amount and/or any Deferred Contribution shall not exceed the Cumulative Cap.

(b) Following the Council's confirmation of receipt of the Affordable Housing Clawback Amount in accordance with paragraph 5.6 above, the relevant Affordable Housing Units shall not be subject to any of the restrictions or requirements in this Schedule

Market Built to Rent Covenant

5.9 The Owner Covenants not to cause or permit a Market Build to Rent Clawback Disposal unless and until:

(a) it has notified the Council of the intended Market Build to Rent Clawback Disposal and requested written approval from the Council; and

(b) the Council has provided approval in writing that the Market Build to Rent Clawback Disposal can take place.

5.10 The Council shall use all reasonable endeavours to provide a response on any request for approval under paragraph 5.9 within 10 Working Days of receiving such a request.

5.11 Not less than 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 Owner's calculation of the Market Build to Rent Clawback Amount.

5.12 The Council shall assess the information submitted under paragraph 5.11 of this Schedule to determine the Market Build to Rent Clawback Amount.

5.13 The Council may appoint an External Consultant to assess the information submitted under paragraph 5.11 of this Schedule and to determine the Market Build to Rent Clawback Amount.

5.14 If the Council and/or its External Consultant requests from the Owner further information or evidence to determine the Market Build to Rent Clawback Amount, the Owner 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 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.

5.15 The Council shall notify the Owner in writing of the Market Build to Rent Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 5.11 of this Schedule.

5.16 The Owner shall pay the Council's costs incurred in assessing the information submitted under paragraph 5.11 of this Schedule and in determining the Market Build to Rent Clawback Amount including those of any External Consultant appointed under paragraph 5.13 of this Schedule within 20 Working Days of receipt of a written request for payment.

5.17 The Owner covenants to:

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

5.17.2 pay the relevant Market Build to Rent Clawback Amount to the Council within 3 months of completion of a Market Build to Rent Clawback Disposal;

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

5.19 For the avoidance of doubt:

5.19.1 The total cumulative amount of any Market Build to Rent Clawback Amount, any Affordable Housing Clawback Amount, and/or any Deferred Contribution shall not exceed the Cumulative Cap.

5.19.2 Following 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.

Part 3 - Affordable Housing – Deferred Payment Mechanism

6 **Viability Review**

6.1 No earlier than the Review Trigger Date and no later than twenty (20) Working Days after the Review Trigger Date, the Owner shall submit the Updated Viability Appraisal and Supporting Evidence to the Council for Approval.

6.2 No later than twenty (20) Working Days after receipt of the Updated Viability Appraisal and Supporting Evidence pursuant to Paragraph 6.1, the Council shall notify the Owner of any further information it reasonably requires in order to determine whether the Updated Viability Appraisal can be Approved.

6.3 The Owner shall provide any further information that is required by the Council pursuant to Paragraph 6.2 above no later than twenty (20) Working Days following notification from the Council under Paragraph 6.2 above PROVIDED THAT this process shall continue until the Council is satisfied that it has sufficient information to properly determine the Updated Viability Appraisal.

6.4 If the Council has not Approved the Updated Viability Appraisal within thirty (30) Working Days of its submission pursuant to Paragraph 6.1 above (or such longer period as is agreed in writing between the Owner and the Council), the Council shall provide the Owner with written details of a suitably qualified and experienced independent assessor to determine the Updated Viability Appraisal for the Owner's 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 Updated Viability Appraisal without recourse to an independent assessor.

6.5 If the Council and the Owner (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 6.4 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.

6.6 The terms of appointment for the assessor shall be in a form approved by the Owner 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.

6.7 The Owner and the Council shall provide the assessor with the Updated Viability Appraisal and Supporting Evidence together with any other information relevant to the assessor's determination.

6.8 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.

6.9 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.

6.10 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 Owner and the Council) of receiving the Updated Viability Appraisal and Supporting Evidence and any further information, the assessor shall notify the Parties in writing of the outcome of his/her determination. Where the assessor is unable to determine the Deferred Contribution on the basis of the Updated Viability Appraisal, Supporting Evidence and any further information provided, the assessor shall assess the Deferred Contribution as being the amount of the Deferred Contribution Cap.

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

6.12 The Owner shall pay the Council's reasonable costs in the Approval of the Updated Viability Appraisal within 10 Working Days of the Council's written notice of those costs.

7 **Payment of Deferred Contribution**

7.1 Where the Updated Viability Appraisal, as approved in writing by the Council or the independent assessor (as the case may be) pursuant to Paragraph 6 above, identifies a Surplus, the Owner shall pay the Deferred Contribution within 30 days of approval of the final amount by the Council or the independent assessor and the Owner shall not Occupy more than 80% of the Market Build to Rent Units (including, if applicable, any Market Build to Rent Units and Affordable Housing Units which have become Open Market Units), unless and until the Deferred Contribution has been paid in full to the Council PROVIDED THAT the Owner shall not be obliged to pay more than the Deferred Contribution Cap (Index Linked).

8 **Provision of Additional Affordable Housing**

8.1 Where the Updated Viability Appraisal, as approved in writing by the Council or the independent assessor (as the case may be) pursuant to Paragraph 6 above, identifies a Surplus, the Owner may in its absolute discretion choose to reduce the Deferred Contribution (in accordance with paragraph 7.1) by providing Additional Affordable Housing in accordance with this Paragraph 8.

8.2 The Deferred Contribution will be reduced by the Affordable Housing Price, and, for the avoidance of doubt, where the Affordable Housing Price is greater than the Deferred Contribution no refund or payment will be due to the Owner.

8.3 Any Additional Affordable Housing will be subject to the restrictions on the use of the Affordable Housing Units set out in Part 1 of this Schedule.

9 **General**

9.1 In agreeing any Deferred Contribution, Cumulative Cap, Affordable Housing Clawback Amount and/or Market Build to Rent Clawback Amount, the Owner and the Council shall:

9.1.1 owe each other a duty of good faith in connection with the provisions of this Schedule 3;

9.1.2 provide full and frank disclosure of all relevant information;

9.1.3 give one another the reasonable opportunity to make representations in relation to all relevant information; and

9.1.4 use all Reasonable Endeavours to conclude the assessment in relation to the sums due within one month of submission by the Owner of the information reasonably necessary for the calculation of the relevant amount.

Schedule 4 – Zero Carbon Offset

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:

Carbon Off-Setting Assessment means an as-built assessment prepared by an independent assessor (subject to said assessor owing a duty of care to the Council) showing:

a) for each Residential Unit:

a. the Target Emissions Rate;

b. the Dwelling Emissions Rate; and

c. the percentage improvement in regulated emissions achieved over the Target Emissions Rate; and

b) the calculation of the Zero Carbon Offset Contribution;

Dwelling Emissions Rate means the dwelling emissions rate, as defined in the Sustainable Design and Construction SPD;

Residential Unit means any residential dwelling in the Development (and **Residential Units** shall be construed accordingly);

SAP means the Standard Assessment Procedure;

Sustainable Design and Construction SPD means the Council's Sustainable Design and Construction Supplementary Planning Document (Adopted December 2019);

Target Emissions Rate means the target emissions rate, as defined in the Sustainable Design and Construction SPD; and

Zero Carbon Offset Contribution means a contribution towards carbon off-setting within the Borough of ONE THOUSAND EIGHT HUNDRED POUNDS (£1,800) per remaining tonne (calculated as SIXTY (£60) / tonne over a THIRTY (30) year period), where the remaining tonnage is calculated in accordance with the formula set out in the Sustainable Design and Construction SPD as adopted by the Council in December 2019 as follows:

(Target Emissions Rate) – (35% CO_2/m^2/yr.) = (65% CO_2/m^2/yr.)

As detailed in the 2013 Building Regulations	Required on-site improvement over the 2013 Building Regulations	Offset through Section 106 contribution

2 **Zero Carbon Offset**

2.1 To ensure a minimum of thirty five percent (35%) improvement in regulated emissions over the target emissions rate as set out in the 2013 Building Regulations is provided for in each and every Residential Unit.

2.2 To submit the Carbon Off-Setting Assessment to the Council for Approval within 20 Working Days of Practical Completion of the Residential Units.

2.3 Not to Occupy more than 50% of Residential Units until the Carbon Off-Setting Assessment has been Approved by the Council (unless a different timescale is agreed in writing with the Council to reflect the characteristics of the construction of the Development).

2.4 Not to Occupy more than 50% of Residential Units until the Zero Carbon Offset Contribution has been paid to the Council.

Schedule 5 – Employment, Skills and Training

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 3 months long;

b) is approved by the Construction Industry Training Board (company 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 Owner 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, which shall be 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) provides for reporting mechanisms as to progress in implementing and/or achieving the objectives of the Approved Construction ESP on a minimum quarterly basis;

g) identifies a named person who will monitor progress of the strategy in achieving its targets and objectives and report to the Council via its Partner Organisation on a minimum quarterly basis; 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 THIRTY NINE THOUSAND AND FIFTEEN POUNDS (£39,015) Index Linked to be paid by the Owner to the Council to be used towards the Employment and Skills Measures;

Construction ESP Monitoring Fee means the sum of TWENTY-FIVE POUNDS (£25.00) 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 in 2013 or such replacement document;

Local Resident means a person living within the Local Area or within 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 16 to 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 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 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;

Unpaid Work Experience Placement means a placement for a Local Resident in unpaid employment for a period between one to six weeks;

2 Construction ESP Contribution

2.1 Unless the Owner gives 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 cease to have effect):

2.1.1 to pay the Construction ESP Contribution to the Council at least three (3) months 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 Owner gives notice in accordance with Paragraph 2.1 that it wishes 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 the anticipated date of 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 (subject to any amendments thereto that may be agreed in writing between the Owner and the Council);

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 within five (5) 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 Owner:

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

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

3.3 If the Owner has 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; and

3.3.2 the Owner shall pay the sum requested to the Council within fourteen (14) days of such request.

Schedule 6 – Open Space and Local Healthcare Infrastructure

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:

Local Healthcare Infrastructure Contribution means the sum of ONE HUNDRED AND FORTY-SIX THOUSAND EIGHT HUNDRED AND EIGHTY POUNDS (£146,880.00) to be paid by the Owner to the Council and to be passed on by the Council (if received) to the NHS for use towards the provision and improvement of local healthcare infrastructure;

Open Space Contribution means the sum of SIXTY THOUSAND POUNDS (£60,000.00) to be used by the Council (if received) towards the provision and improvement of open space in the vicinity of the Development.

2 **Contributions**

2.1 Not to Commence the Development unless and until the Local Healthcare Infrastructure Contribution has been paid to the Council in full.

2.2 Not to Commence the Development unless and until the Open Space Contribution has been paid to the Council in full.

2.3 The Council covenants to pass the Local Healthcare Infrastructure Contribution to the NHS as soon as reasonably practicable following receipt.

Schedule 7– 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:

1980 Act means the Highways Act 1980;

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 Space means a minimum of one (1) parking space for the exclusive use of a Car Club to be provided by the Owner on the Public Highway in a location agreed between the Owner and the Council which will be subject to subsequent approval within a S278 Agreement and a Traffic Regulation Order;

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

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

(b) the operator of the Car Club;

(c) proposals for the provision of the Car Club Space;

(d) the proposed location of the Car Club Space;

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

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

(g) proposals for the future maintenance of the Car Club Space 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 Owner for a minimum period of five (5) years from Occupation; and

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

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, 142 and 278 of the 1980 Act to provide for and regulate the carrying out of the Highway Works and the agreement shall include 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 Highway Works to the reasonable

satisfaction of the Council in the event that the Owner fails to complete the Highway Works in accordance with the terms of the agreement;

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 Highway Works;

c) the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Highway Works;

d) payment of the Council's reasonable and proper legal 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 Highway Works;

f) the certification and maintenance of the Highway Works;

g) the regulating of the issue of the appropriate works and access licence to enable the Highway Works to be carried out by or on behalf of the Owner;

h) clauses dealing with (if relevant) dedication as highway of any land the subject of the Highway Works which is not already highway and the adoption of the highway by the Council; and

i) the standards, procedures and timings for carrying out the Highway Works.

Highway Works means the following works:

a) The regrading of part of Crossland Road;

b) Adoption of land to provide a compliant footway to the east of the Application Land;

c) Removal of the existing High Mast Lighting columns and the reprovision of lighting columns surrounding the application site;

d) Revisions to the existing turning head on Crossland Road;

e) Provision of the Car Club Space;

f) Closure of the existing vehicle access onto Crossland Road and the reinstatement of the footway; and

g) The provision of steps and ramps along the Mill Lane frontage of the development linking the proposed building to the footway;

Road Traffic Order Contribution means the sum of FIVE THOUSAND POUNDS (£5,000.00) for each road traffic order which is to be amended in relation to the Highway Works, to be used by the Council towards amendments to road traffic orders as required for the provision of the Highway Works;

Section 142 Highway Licence means a licence under S142 of the 1980 Act that allows the developer to plant and maintain landscaping on the public highway on Crossland Road and Mill Lane;

Section 177 Highway Licence means a licence under s177 of the 1980 Act that allows structures to oversail the public highway;

Stopping Up means the stopping up of an area of Public Highway as shown on Plan 3 attached at Schedule 1;

Street Lighting Strategy means a strategy to be prepared by the Owner and Approved by the Council in respect of the surrounding street lighting that:

a) Provides technical lighting level information to ensure that the surrounding area would be lit to the required standards;

b) Provides details of the deliverability of the proposed street lighting design which may include installation in close proximity to the IDR elevated section and/or The Oracle Multi Storey Car Park and their respective foundations, erection directly into the IDR elevated section or any other scheme that may be submitted;

c) Provides details of the proposed maintenance regime for the proposed columns to ensure that they can be maintained safely; and

d) Sets out timescales for the implementation of the strategy.

Transport Contribution means a contribution of £30,000 (THIRTY THOUSAND POUNDS) towards active travel improvements in the vicinity of the Development.

2 **Transport**

2.1 Not to Commence Development unless and until all Road Traffic Order Contributions have been paid to the Council in full.

2.2 To submit the Car Club Strategy for Approval by the Council no later than six (6) months after Commencement of the Development.

2.3 Not to Occupy the Development unless and until the Car Club Space is available for use, provided always that the relevant highway and traffic orders and consents have been obtained to enable such Car Club Space to be provided and if such orders or consents have not been obtained despite the Owner using reasonable endeavours to do so prior to Occupation then the Occupation restriction shall cease to have effect BUT for the avoidance of doubt the requirement to continue to use Reasonable Endeavours to make the Car Club Space available for use shall remain.

3 **Highways Agreement**

3.1 To complete the Highways Agreement no later than six (6) months following Commencement of the Development PROVIDED THAT the Council shall Approve an extension to this period where the Owner has submitted Highway design drawings in accordance with the Highway Authority's specifications or has provided detailed justification as to why these specifications should not apply.

4 **Section 142 Highway Licence**

4.1 Not to Occupy the Development unless and until the Section 142 Highway Licence has been completed.

5 **Section 177 Highway Licence**

5.1 To complete the Section 177 Highway Licence no later than six (6) months following Commencement of the Development.

6 **Stopping Up**

6.1 Not to Commence the Development unless and until the area to be stopped up and illustrated on Plan 3 has been approved by the Secretary of State.

7 **Street Lighting Strategy**

7.1 Not to Commence the Development unless and until the Street Lighting Strategy has been submitted to and Approved by the Council.

7.2 To implement the Approved Street Lighting Strategy in full.

8 **Transport Contribution**

8.1 Not to Commence the Development unless and until the Transport Contribution has been paid to the Council.

Schedule 8 – District Heat Network

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 Owner 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; and

Feasibility Study means a study to be prepared by the Owner 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.

2 District Heat Network Feasibility Study

2.1 The Owner covenants:

2.1.1 Prior to the commencement of RIBA Stage 3 mechanical and engineering plant design as part of the Development, to submit a Feasibility Study to the Council PROVIDED THAT at the point of submission of the Feasibility Study, if there is no defined programme for the installation and commissioning of a District Heat Network that demonstrates alignment with the construction programme for the Development, there will be no obligation to proceed with the connection to a District Heat Network and the remaining obligations on the Owner under this Schedule 8 shall cease to apply.

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

2.2 The Council shall within 1 month of receipt of the Feasibility Study provide confirmation to the Owner as to whether the Development can feasibly connect to a District Heat Network.

2.3 In the event that the Council reasonably concludes the Development can feasibly be connected to a District Heat Network in accordance with paragraph 2.2 (in light of the construction programme for the Development), the Owner covenants:

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

2.3.2 that if reasonably required the Owner 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 (which for the avoidance of doubt shall include those of any external consultants appointed by the Council) which are reasonably and properly incurred in assessing the submitted District Heat Network Scheme within 20 Working Days of receipt of a written request for payment; and

2.3.4 to implement and comply in full with the Approved District Heat Network Scheme during the lifetime of the Development (subject to any amendments that may reasonably be agreed between the Owner and the Council);

Schedule 9 - Council's obligations

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:

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 Council in the case of (b) above.

2 **Contributions**

The Council covenants:

2.1 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 Owner.

2.2 Following receipt of a written request from the person who paid the relevant Contribution, to repay 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:

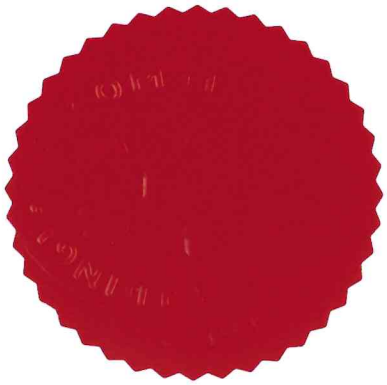
(a) any such written request for repayment must be made within twelve (12) months of the expiration of the Prescribed Period; and

(b) 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 the expiration of the Prescribed Period.

2.3 If a written request for repayment of any Contribution is not received as specified in paragraph 2.2 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 Page

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

Jack Biddle

JACK BIDDLE

Minute	**PAC See ODN**
Originator	**DA**
Seal No.	327/26
Checked	JB

EXECUTED as a DEED by **SIMON BLACKBURN** as attorney for **JOHN LEWIS PLC** under a power of attorney dated 1 January 2026 in the presence of:

Witness's signature: .....

Witness's name: DILLAN GUDKA

Occupation: COMPANY SECRETARY ASSISTANT

Address: C/O 1 DRUMMOND GATE,

LONDON, SW1V 2QQ

.....

Simon Blackburn as attorney for John Lewis Plc