

Dated

9 June

2026

WOKINGHAM BOROUGH COUNCIL

-and-

RV PROPERTY HOLDINGS LIMITED

**PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to 1-37 Wargrave Road, Henley-on-Thames, Oxfordshire, RG9 2XL

hcrlaw

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THIS **DEED** is dated

9 June

2026

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, 52 Reading Road, Wokingham, Berkshire RG41 1EH ("**the Council**")
- (2) **RV PROPERTY HOLDINGS LIMITED** incorporated and registered in England and Wales with company number **04116336** whose registered office is at 2nd Floor 52 Grosvenor Gardens, London, United Kingdom SW1W 0AU ("**the Owner**")

together referred to as the "**Parties**"

WHEREAS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situate and as such is the local planning authority entitled to enforce the planning obligations hereinafter recited
- (B) The Owner is the freehold owner of the Site comprising:
 - (a) the land registered at HM Land Registry under title number BK225827 and known as Thamesfield Nursing Home, Wargrave Road, Henley-On-Thames;
 - (b) the land registered at HM Land Registry under title number BK315994 and known as Thamesfield Court, Wargrave Road, Henley-On-Thames;
 - (c) the land registered at HM Land Registry under title number BK42004 and known as Thamesfield Lodge, Wargrave Road, Henley-On-Thames; and
 - (d) the land registered at HM Land Registry under title number BK308050 and known as Land lying to the west of Wargrave Road, Henley-On-Thames.
- (C) On 11 December 2025 the Council determined to refuse the Planning Application.
- (D) The Appeal will be submitted to the Planning Inspectorate by 10 June 2026.
- (E) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to mitigate some of the effects of the Development on the local area.

- (F) The Parties to this Deed agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms, directly relate to the development and fairly and reasonably relate in scale and kind to the Development and therefore satisfy the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 as amended.

NOW THIS DEED WITNESSETH as follows:

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

1990 Act	means the Town and Country Planning Act 1990 (as amended);
Appeal	means the appeal to be submitted by 10 June 2026;
BCIS Index	means the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function or such other index which replaces it;
Biodiversity Enhancements	the works approved pursuant to the Biodiversity Net Gain Plan and HMMP;
Biodiversity Net Gain (BNG)	the statutory biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the to the Development to fulfil its requirements to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act;

Biodiversity Net Gain Plan	the plan submitted to and approved by the Council to satisfy the Development's biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act;
Biodiversity Metric	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG;
"BNG Monitoring Contribution"	means the Index-Linked sum to be calculated by the Council based on a rate of £3,600.00 (Three Thousand Six Hundred Pounds) for the first hectare or part hectare of land to be monitored and thereafter £3,600.00 (Three Thousand Six Hundred Pounds) pro rata for each additional hectare or part hectare of land with such sum to be paid by the Owner to the Council for the Council's costs of monitoring the outcomes and compliance with the Habitat Management and Monitoring Plan requirements set out in the Planning Permission on the Site;
BNG Practical Completion Certificate	means a certificate or certificates which are issued by the Council when it is reasonably satisfied the Biodiversity Enhancements have been provided in accordance with the HMMP and the Biodiversity Net Gain Plan; and " BNG Practical Completion Certificates " shall be construed accordingly;
Commencement Date	means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in

	respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and site hoardings, erection of temporary accommodation for staff welfare and the temporary display of site notices or advertisements and the expressions " Commence ", " Commences ", " Commencement " and " Commenced " shall be construed accordingly;
Construction Phase	means the period of construction of the Development from Commencement until Practical Completion of the Development;
CPI Index	means the Consumer Price Index being a price index calculated and published by the UK's Office of National Statistics which measures the change in the prices charged for goods and services bought for consumption in the UK or such other index which replaces it;
Decision Letter	means any decision letter issued by the Inspector or Secretary of State pursuant to the Appeal;
DEFRA	the Department for the Environment, Food and Rural Affairs or any successor body which carries out its functions;
Development	means the part demolition of the existing building and replacement with a three-storey extension to provide extra-care units (Use Class C2), with associated soft and hard landscaping works; provision of additional vehicle parking, bin stores and ancillary structures; and alterations to existing basement permitted by the Planning Permission;

Employment and Skills Contribution	means the Index Linked sum of £3,750 (three thousand seven hundred and fifty pounds) calculated in accordance with the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham: The formula for calculating the Employment and Skills Contribution set out for information: $1 \times £3,750 = \text{Employment Skills Contribution}$ Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the Development to be applied to the Bands below Where $V = C \times D$ Where C = interior floor space of the Development in square metres using the number and size of extra care dwellings approved by the Planning Permission Where D = the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (£1,025.00); <table><tr><th></th><th colspan="10">Bands</th></tr><tr><th>Outcomes</th><th>1</th><th>2</th><th>3</th><th>4</th><th>5</th><th>6</th><th>7</th><th>8</th><th>9</th><th>10</th></tr><tr><td></td><td>£1-3.5m</td><td>£3.5-6m</td><td>£6-10m</td><td>£10-15m</td><td>£15m-20m</td><td>£20-30m</td><td>£30-40m</td><td>£40-50m</td><td>£50-60m</td><td>£60-100m</td></tr><tr><td>Community Skills Support CSCS cards School Visits etc</td><td>3</td><td>5</td><td>7</td><td>9</td><td>11</td><td>13</td><td>16</td><td>18</td><td>19</td><td>21</td></tr><tr><td>Apprenticeship Starts</td><td>0</td><td>2</td><td>4</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>Jobs Created</td><td>1</td><td>2</td><td>3</td><td>6</td><td>7</td><td>8</td><td>9</td><td>9</td><td>11</td><td>11</td></tr></table>		Bands										Outcomes	1	2	3	4	5	6	7	8	9	10		£1-3.5m	£3.5-6m	£6-10m	£10-15m	£15m-20m	£20-30m	£30-40m	£40-50m	£50-60m	£60-100m	Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21	Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12	Jobs Created	1	2	3	6	7	8	9	9	11	11
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Employment and Skills Plan	means a site-specific plan which includes: (a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational																																																																		

	initiatives to develop local employability skills required by developers, contractors and end users; and (b) a supporting method statement to accompany the plan, which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the cost of construction for the Development) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or such other mix as is approved in writing by the Council;
Expert	means the expert to be appointed pursuant to clause 7 of this Deed to determine the outcome of any dispute between the parties to this Deed;
Health Contribution	means the sum of £15,405 (fifteen thousand, four-hundred and five pounds) (Index Linked) as hereinafter provided to be used towards the capital infrastructure project at Bell GP Surgery at York Road, Henley-On-Thames, Oxfordshire, RG9 2DR and/or Hart GP Surgery at York Road, Henley-On-Thames, Oxfordshire, RG9 2DR to create additional clinical capacity or another capital infrastructure project identified by the NHS ICB within the Borough of Wokingham to meet the needs of the Development;
“Habitat Management and Monitoring Plan (HMMP)”	the document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof, to be secured in

	accordance with the relevant HMMP condition of the Planning Permission;
Inspector	means the Inspector appointed by the Secretary of State to determine the Appeal;
Interest	means interest at 4% above the base lending rate of Barclays Bank from time to time;
Index	means in the case of the Health Contribution and the BNG Monitoring Contribution, the CPI Index and in the case of the Employment and Skills Contribution, the BCIS Index;
Index Linked	such upwards increase only to any of the Health Contribution and the Employment and Skills Contribution and the BNG Monitoring Contribution, payable under this Deed from the date of this Deed to payment of the Health Contribution and the Employment and Skills Contribution and the BNG Monitoring Contribution as the case may be;
Local Residents	means persons resident in the administrative area of the Council;
Monitoring Fee	means a sum of £ 2,260.00 (two thousand two hundred and sixty pounds) calculated at a rate of five hundred and sixty pounds (£565.00) per planning obligation trigger for each distinct planning obligation in this Deed;
Monitoring Report	a monitoring report to be submitted to the Council in respect of the Biodiversity Enhancements;
NHS ICB	means the NHS Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board or such other replacement or successor body;
Occupation	means occupation of the Development or part thereof (except for the purposes of construction, fitting out, decoration, security, or marketing) and the terms

	"Occupy" or "Occupied" , or "Occupancy" shall where the context so requires have the same meaning;
Plan	means the plan annexed to this Deed;
Planning Application	means the application for planning permission validated 17 December 2024 on bearing the Council's reference number 243125;
Planning Permission	means the permission to be granted pursuant to the Appeal;
Practical Completion	means the practical completion of the Development as evidenced by the issue of a certificate of practical completion by the Owner's architect or main contractor, or other suitably qualified representative or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or main contractor or other suitably qualified representative;
Site	means the land shown edged red on the Plan comprising the land registered at HM Land Registry under title number BK225827 and known as Thamesfield Nursing Home, Wargrave Road, Henley-On-Thames, RG9 2LX, the land registered at HM Land Registry under title number BK315994 and known as Thamesfield Court, Wargrave Road, Henley-On-Thames, RG9 2ND, the land registered at HM Land Registry under title number BK42004 and known as Thamesfield Lodge, Wargrave Road, Henley-On-Thames, RG9 2LX and the land registered at HM Land Registry under title number BK308050 and known as Land lying to the west of Wargrave Road, Henley-On-Thames which for the avoidance of doubt shall exclude Thamesfield Lodge and all that part of Thamesfield Court that does not relate to the Development comprising Block E, Block A, part of Block A2, part of Block B, and part of Block D and

	including but not limited to any existing leasehold interests owned or Occupied by individual residents of the extra care units at Apartment 19 Thamesfield Court (Block E, First Floor), Apartment 20 Thamesfield Court (Block E, First Floor), Apartment 18 Thamesfield Court (Block E, First Floor Flat), Apartment 16 Thamesfield Court (Block E, Ground Floor), Apartment 22 Thamesfield Court (Block E, Second Floor), Apartment 21 Thamesfield Court (Block E, First Floor Flat), Apartment 35, Riverene Thamesfield Court (Block A2, First Floor Flat), The Blenheim, Apartment 9 Thamesfield Court (Block D, First Floor) as shown on the Plan;
Section 73 Consent	means any Planning Permission granted pursuant to section 73 of the 1990 Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/or subsequent planning permission was granted pursuant to section 73 of the 1990 Act;
Secretary of State	means the Secretary of State for Housing, Communities and Local Government;
Working Day	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 Words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa.
- 1.4 The reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.

- 1.5 Any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears.
- 1.6 Reference to the Site includes any part of it.
- 1.7 Where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective functions.
- 1.9 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

2. EFFECT OF THIS DEED

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and which the Parties agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 as amended.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

- 2.3 The Owner enters into the obligations for itself and its successors in title with the Council to the intent that the obligations hereunder shall be enforceable not only against the Owner as Owner of the Site but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof.

3. CONDITIONALITY

- 3.1 This Deed is conditional upon: -

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development

save for the provisions of Clauses 4d (Costs), 8 (Miscellaneous) 10 (Jurisdiction) and 11 (Delivery). and any pre-Commencement obligation which shall come into effect immediately upon completion of this Deed.

- 3.2 If in determining the Appeal the Secretary of State or the Inspector expressly states in the Decision Letter that any obligation contained in this Deed:

3.2.1 is not a material planning consideration; or

3.2.2 can be given no weight in determining the Appeal; or

3.2.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 as amended;

then such planning obligations as identified in the Decision Letter shall not be enforced pursuant to this Deed and shall cease to have effect within this Deed save as set out in the Decision Letter BUT FOR THE AVOIDANCE OF DOUBT all other terms of this Deed shall continue to have effect.

4. OWNER COVENANTS

- 4.1 The Owner covenants with the Council: -

- (a) to observe and perform the covenants restrictions stipulations and obligations contained in Schedules 1, 2, and 3 hereto.

- (b) to give the Council no less than five (5) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing;
- (c) to give the Council no less than five (5) Working Days' notice of the Occupation of the Development such notice to be in writing;
- (d) prior to completion of this Deed pay to the Council and their reasonable legal costs in connection with the preparation negotiation and completion of this Deed.
- (e) To pay the Monitoring Fee to the Council prior to Commencement of Development and not to Commence Development unless it has paid the Monitoring Fee to the Council

5. COUNCIL COVENANTS

- 5.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid provided this clause shall not apply to the Council in respect of any part of the Health Contribution once paid to the NHS ICB.
- 5.2 The Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment (or part thereof) made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment following a written request for the same from the payee provided this clause shall not apply to the Council in respect of (i) the Health Contribution where this has been paid to the relevant NHS ICB and (ii) the BNG Monitoring Contribution

6. INDEXATION

- 6.1 The Health Contribution and Employment and Skills Contribution and the BNG Monitoring Contribution shall be Index Linked (upwards only) in accordance with the relevant Index from the date of this Deed to the date of payment of the Health Contribution or the Employment and Skills Contribution or the BNG Monitoring Contribution as the case may be.

6.2 Where any sum to be paid to the Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.

6.3 Any money payable to the Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

7. DISPUTES AND EXPERT DETERMINATION

7.1 Any dispute arising between the parties relating to any matter contained in this Deed may be referred to the Expert by any party.

7.2 The Expert will act as an expert and not as an arbitrator.

7.3 Each party will bear its own costs and the Expert's costs will be paid as determined by the Expert

7.4 The Expert will be required to give notice to each of the parties, inviting each of them to submit to her written representations and cross representations with such supporting evidence as they shall consider necessary, and the Expert shall have regard thereto in making his decision.

7.5 The Expert's decision will be given in writing as expediently as possible with reasons and in the absence of manifest error will be final and binding on the parties.

8. MISCELLANEOUS

- 8.1 The Owner hereby warrants that it is the Owner of that part of the freehold of the Site registered at HM Land Registry under title numbers BK225827 and BK315994 and BK42004 and BK308050 and that no other party, save for the individual owners and Occupiers of the leasehold interests of the existing extra care units within the Site comprising, Apartment 19 Thamesfield Court (Block E, First Floor), Apartment 20 Thamesfield Court (Block E, First Floor), Apartment 18 Thamesfield Court (Block E, First Floor Flat), Apartment 16 Thamesfield Court (Block E, Ground Floor), Apartment 22, Thamesfield Court, (Block E, Second Floor), Apartment 21 Thamesfield Court (Block E, First Floor Flat), Apartment 35, Riverene Thamesfield Court (Block A2, First Floor Flat), The Blenheim, Apartment 9, Thamesfield Court (Block D, First Floor) and Thamesfield Lodge, has an interest in the Site save as disclosed in writing to the Council prior to completion of this Deed.
- 8.2 This Deed shall be registered as a local land charge by the Council.
- 8.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.
- 8.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Owner:	In respect of the Council:
At its registered office	Care of the Head of Planning at the address shown on page 1 of this Agreement

	quoting the Planning Application reference or any subsequent address notified to the Owner by the Council
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- 8.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.
- 8.6 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority.
- 8.7 No waiver whether express or implied by the Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing the relevant obligations or from acting upon any subsequent breach or default.
- 8.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified or if the Commencement Date has not been initiated in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission.
- 8.9 Except as expressly provided otherwise in this Deed, where the approval, consent, expression of satisfaction, agreement, confirmation or certification of

the Council or any officer of the Council or is required for any purpose under or in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation or certification shall not be unreasonably withheld or delayed.

- 8.10 Without prejudice to the Council's statutory rights the Owner hereby grants to the Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed.
- 8.11 The Owner shall give the Council prior written notice of any change of interests in the Site occurring before all of the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan, save for any interests granted in respect of the extra care units to be constructed as part of the Development.
- 8.12 The Owner (or any person deriving title to the Site from them) shall not be liable for any breach of the restrictions and obligations set out in this Deed where such breach arises after the Owner has parted with all of its entire interest in the Site save in respect of liability for any subsisting breach arising prior to parting with that interest or antecedent breach of this Deed.
- 8.13 The obligations in this Deed will not be enforceable against the owners or occupiers of individual extra care units within the Site or the owners or occupiers of individual extra care units to be constructed pursuant to the Planning Permission nor against those deriving title from them nor their mortgagees or chargees
- 8.14 The obligations in this Deed will not be enforceable against any statutory undertaker with any existing interest in any part of the Site or who acquires an interest in any part of the Site for the purpose of the supply of electricity gas

water or sewerage drainage or public telecommunication services or public transport services.

8.15 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:

8.15.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

8.15.2 the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself.

8.15.3 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.

PROVIDED THAT:

8.15.4 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

8.15.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

8.16 Any future mortgagee or chargee agrees that the security of the charge over the Site shall take effect subject to this Deed PROVIDED THAT the future mortgagee or chargee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 VALUE ADDED TAX

All consideration given in accordance with the terms of this Deed shall be exclusive of any valued added tax properly payable.

10 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the non-exclusive jurisdiction of the courts of England.

11 DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed by the same remains undelivered until the day and year first before written

SCHEDULE 1

BIODIVERSITY NET GAIN

The Owner covenants with the Council:

1. BNG Monitoring Contributions

- 1.1. On or before the Commencement of Development the Owner shall pay to the Council the BNG Monitoring Contribution; and
- 1.2. Not to Commence Development until the BNG Monitoring Contribution has been paid to and received by the Council.

2. Access for Inspection of the Biodiversity Enhancements

- 2.1. From the Commencement Date and without charge, to allow the Council, its agents, and/ or contractors, with or without workmen and/ or equipment to:
 - 2.1.1. enter onto the part of the Site necessary for monitoring compliance with the Habitat Management and Monitoring Plan;
 - 2.1.2. pass and repass across any land in the Owner's control reasonably necessary for gaining access to the Site in accordance with paragraph 2.1.1 of this Schedule 1;

subject to the Council providing the Owner with a minimum of 5 Working Days' (unless a shorter period is agreed with the Owner (acting reasonably)) notice of its desire to enter onto the Site, and the Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owner and/or their appointed contractors.

3. Not to Commence Development unless it has submitted to the Council, and the Council has approved, the HMMP and Biodiversity Net Gain Plan and thereafter to implement the Biodiversity Net Gain Plan and HMMP in strict accordance with the approved Biodiversity Net Gain Plan and HMMP.

4. To carry out the Biodiversity Enhancements prior to Occupation of the Development and not to Occupy the Development unless it has carried out and completed the Biodiversity Enhancements.

5. Following completion of the Biodiversity Enhancements to apply to the Council in writing requesting issue of the BNG Practical Completion Certificate in respect of the Biodiversity Enhancements.

6. Within 10 Working Days of the written request (or such other period agreed in writing between the parties) referred to in paragraph 5 of this Schedule the Council shall carry out an inspection of the Biodiversity Enhancements and if after inspection of the Biodiversity Enhancements the Council considers that the Biodiversity Enhancements have been provided in accordance with the HMMP and Biodiversity Net Gain Plan to the Council's reasonable satisfaction the Council shall issue the BNG Practical Completion Certificate within 10 Working Days of carrying out the inspection.

7. If after inspection of the Biodiversity Enhancements the Council considers that the Biodiversity Enhancements have not been provided in accordance with the HMMP and Biodiversity Net Gain Plan the Council shall notify the Owner of the outcome of the inspection within 10 Working Days of carrying out the inspection including details of any remedial works required and the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as reasonably be required by the Council in its notice to the Owner to bring Biodiversity Enhancements up to the standard required by the HMMP and Biodiversity Net Gain Plan and the procedures referred to in paragraphs 5-7 of this Schedule shall be repeated as often as necessary until the BNG Practical Completion Certificate is issued.

8. To retain and maintain the Biodiversity Enhancements set out in the HMMP and Biodiversity Net Gain Plan for a period of 30 years from either the date of issue of the BNG Practical Completion Certificate or the date of the Practical

Completion of the Development whichever is the later, in accordance with the HMMP.

9. To submit a Monitoring Report for the Biodiversity Enhancements in years 1, 2, 5, 10, 15, 20, 25, 30 from the date of issue of the BNG Practical Completion Certificate and in accordance with the Biodiversity Net Gain Plan and HMMP and the first Monitoring Report shall be submitted to the Council no later than 12 months from the date of issue by the Council of the BNG Practical Completion Certificate.

10. Where a Monitoring Report identifies that there is a shortfall in delivery and the on-site habitat is not achieving the habitat type or condition identified in the Biodiversity Net Gain Plan and/or HMMP, to adapt and amend the HMMP and/or Biodiversity Net Gain Plan as required by the Council in writing in order to ensure that the objectives in the Biodiversity Net Gain Plan and/or HMMP continue to be achieved for a period of 30 (thirty) years from the issue of the BNG Practical Completion Certificate.

11. For the avoidance of doubt the reference to payment in full in paragraph 1 of this Schedule includes any Indexation or Interest that may be due to be paid.

SCHEDULE 2

HEALTH CONTRIBUTION

The Owner covenants with the Council:

1. to pay in full the Health Contribution prior to the Commencement of Development and not to Commence the Development unless it has paid the Health Contribution in full to the Council.
2. For the avoidance of doubt the reference to payment in full in this paragraph 1 of Schedule 2 includes any Indexation or Interest that may be due to be paid.

SCHEDULE 3

EMPLOYMENT AND SKILLS PLAN

Employment and Skills Plan

The Owner covenants with the Council:

1. Prior to Commencement of Development the Owner shall serve written notice on the Council electing to either provide:
 - a) an Employment and Skills Plan; OR
 - b) an Employment and Skills Contribution
2. In the event the Owner elects pursuant to paragraph 1 of this Schedule 3 to provide an Employment and Skills Contribution the Owner shall pay that contribution in full prior to the Commencement of Development; and in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 5,6,7,8,9,10 and 11 of this Schedule 3 do not apply.
3. In the event the Owners elect pursuant to paragraph 1 of this Schedule 3 to provide an Employment and Skills Plan the Owner shall submit the Employment and Skills Plan to the Council for their written approval prior to Commencement of the Development and in which case the Council agrees that the requirement to pay the Employment and Skills Contribution do not apply.
4. Not to Commence the Development until either the Employment and Skills Contribution has been paid to the Council or the Employment and Skills Plan has been submitted to the Council and it has been approved in writing by the Council and (if such approval is declined) to resubmit the Employment and Skills Plan until such time as it is approved by the Council.
5. To implement and comply with the approved Employment and Skills Plan during the Construction Phase.

6. Within seven (7) days written request from the Council, the Owner shall provide a progress report to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment and Skills Plan to the deadlines set out in the approved Employment and Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice requires that the approved Employment and Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice; and
7. If at the end of that twenty-eight (28) day period referred to in paragraph 6 of this Schedule 3 above insufficient progress has been made, the Owner will be required to pay the Employment and Skills Contribution or a proportionate thereof within seven (7) days of a further written notice from the Council demanding payment.
8. To procure that all contractors and sub-contractors (as the case may be) at the Site implement and comply with the approved Employment and Skills Plan during the Construction Phase including requiring all contractors and sub-contractors to provide regular monitoring information to the Owner in respect of compliance with the Employment and Skills Plan and use best endeavours to secure that the number of Local Residents employed and/or offered apprenticeships meets the targets set out in the approved Employment and Skills Plan.
9. If the Owner wishes to amend the Employment and Skills Plan at any time during the Construction Phase to:
 - 9.1. Submit the amended Employment and Skills Plan to the Council for approval
 - 9.2. Not to implement the amended Employment and Skills Plan including any revised target figures for the number of Local Residents to be employed until it has first been approved in writing by the Council.
10. Following approval of any revised Employment and Skills Plan to comply with the terms of the amended Employment and Skills Plan.
11. That the obligations in paragraphs 4 to 10 of this Schedule 3 shall apply to each and every amended Employment and Skills Plan that may be approved by the Council.

12. For the avoidance of doubt the reference to payment in full in paragraph 2 of this Schedule includes any indexation or Interest that may be due to be paid.

Thamesfield, Henley-On-Thames Retirement Villages Group

For reference purposes only.
Do not scale

Extent of proposed demolition
shown hatched



Wargrove Road

Thamesfield Court
Block D

Apartment 9 - First Floor

Apartment 21 - First Floor

Apartment 18 - First Floor
Apartment 22 - Second Floor

Thamesfield Court
Block E

Apartment 19 - First Floor

Apartment 16 - Ground Floor
Apartment 20 - First Floor

Thamesfield Court
Block C

Thamesfield Court
Block A2

Apartment 35 - First Floor

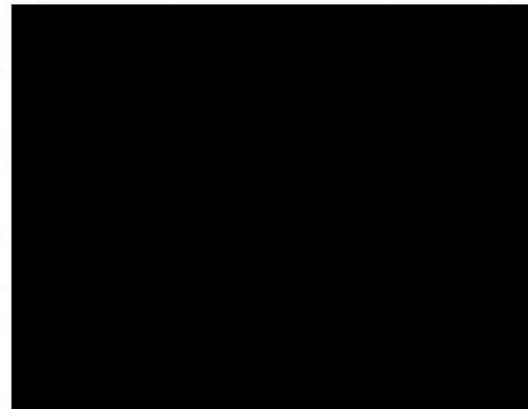
Thamesfield Court
Block A

Thamesfield Court
Block B

Thamesfield Lodge

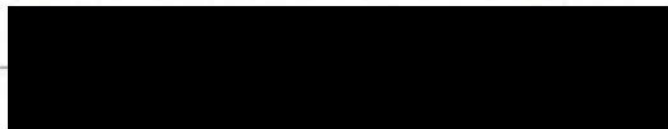
DESIGNENGINE
ARCHITECTS

River Thames



EXECUTED and DELIVERED as a **DEED** on the date of this document

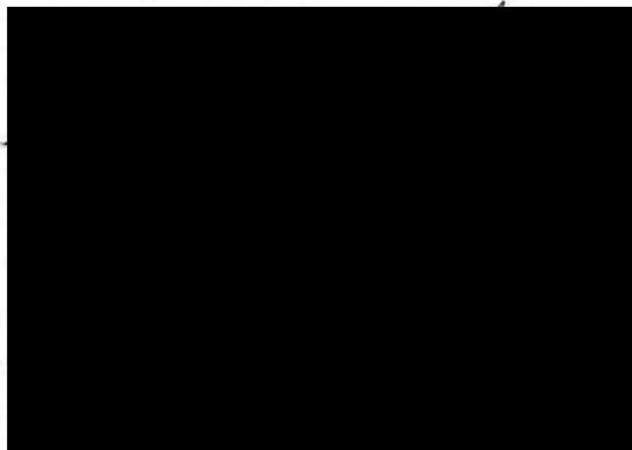
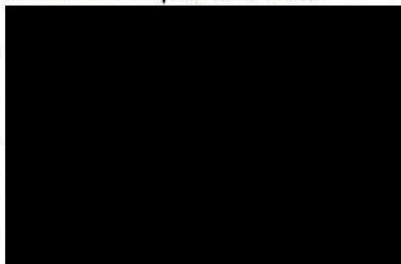
EXECUTED as a **Deed** (but not delivered until dated) by affixing the Common Seal of **WOKINGHAM BOROUGH COUNCIL** in the presence of:



EXECUTED as a **DEED** by

RV PROPERTY HOLDINGS LIMITED

acting by a Director in the presence of:

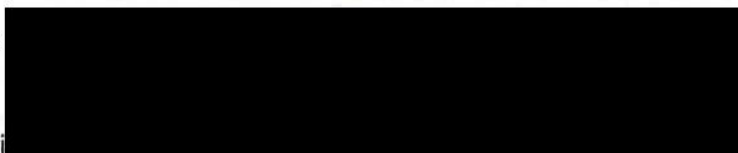


Signature of Witness



Name (in Block Capital)

Address



Occupation