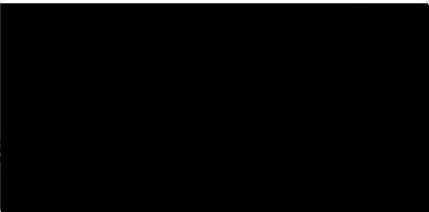


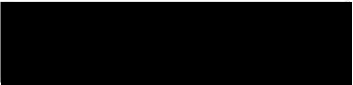
EXECUTED AS A DEED BY

JOHN BROWN (GAZELEY) LIMITED



Acting by one director

In the presence of :



Witness Signature: *JAMES GRIFFITHS*

Witness Name:

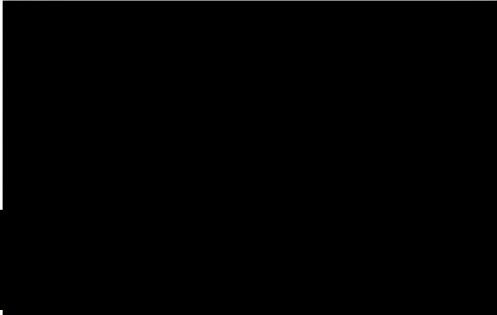
As before

Witness Address:

Witness Occupation:

EXECUTED AS A DEED BY

CHRISTOPHER BROWN



In the presence of :

Witness Signature:



Witness Name:

JAMES GRIFFITHS

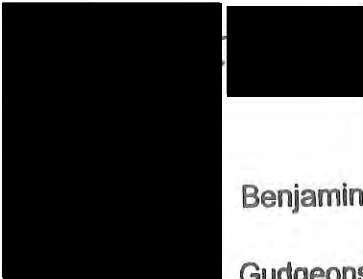
Witness Address:

Witness Occupation:

As before

EXECUTED AS A DEED BY

JOHN PHILIP ASHTON



In the presence of :

Witness Signature:

Benjamin Jerome - Solicitor

Witness Name:

Gudgeons Prentice Solicitors

Witness Address:

Buttermarket, Stowmarket

Suffolk IP14 1ED

Witness Occupation:

DX 35902 STOWMARKET

EXECUTED AS A DEED BY

MARION TANIA ASHTON [REDACTED]

In the presence of :

Witness Signature:

Benjamin Jerome - Solicitor

Witness Name:

Gudgeons Prentice Solicitors
Buttermarket, Stowmarket

Witness Address:

Suffolk IP14 1ED

DX 35902 STOWMARKET

Witness Occupation:

EXECUTED AS A DEED BY

EAST ANGLIAN SPORTS CENTRE LIMITED [REDACTED]

Acting by one director [REDACTED]

In the presence of :

Witness Signature:

GREENE & GREENE
80 GUILDHALL STREET
BURY ST EDMUNDS
SUFFOLK IP33 1QB

Witness Name:

Witness Address:

Witness Occupation:

Solicitor

EXECUTED AS A DEED BY

Robert Anthony John Holliday
~~EDGAR ROGER JOHN WEBBER~~ [REDACTED]

In the presence of :

Witness Signature:

NEAL JOHN GRIFF

Witness Name:

GREENE & GREENE
80 GUILDHALL STREET
BURY ST EDMUNDS
SUFFOLK IP33 1QB

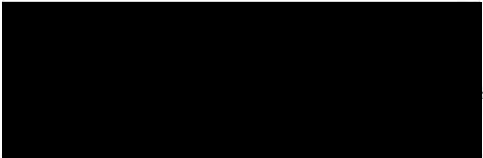
Witness Address:

Witness Occupation:

Solicitor

EXECUTED AS A DEED BY

ANTHONY WELTON



In the presence of : *KIRSTY PYMER*

Witness Signature:

Witness Name: *KIRSTY PYMER*

Witness Address:

GREENE & GREENE
80 GUILDHALL STREET
BURY ST EDMUNDS
SUFFOLK IP33 1QB

Witness Occupation:

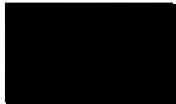
LEGAL SECRETARY

~~EXECUTED AS A DEED BY~~

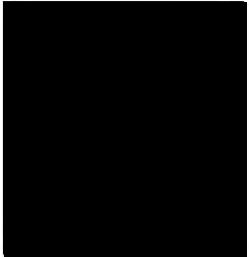
*(BLP on behalf of The Rushbrooke Consortium Owners)
Hopkins Homes Ltd and Pigeon (Bury East) Limited)*

~~JUNE DAWN RODZIAN~~

~~In the presence of :~~



~~Witness Signature:~~



~~Witness Name:~~

~~Witness Address:~~

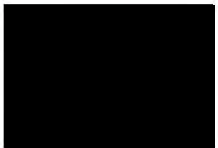
~~Witness Occupation:~~

~~EXECUTED AS A DEED BY~~

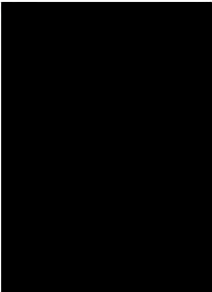
*(BLP on behalf of The Rushbrooke Consortium Owners)
Hopkins Homes Ltd and Pigeon (Bury East) Ltd)*

~~JOHN ALFRED PALFREY~~

~~In the presence of :~~



~~Witness Signature:~~



~~Witness Name:~~

~~Witness Address:~~

~~Witness Occupation:~~

FIRST SCHEDULE

OF LARKFIELD CORNER,
HAWSTEAD

BLP on behalf
of Hopkins Homes
Ltd and
Pigeon (Bury
East) Ltd

The Land shown for identification purposes edged red in the Site Plan comprising of the Owners' land registered with the Land Registry under title numbers as follows:

ROBERT ANTHONY JOHN HOLLIDAY

IP 29 5 NH

SK330946 ~~EDGAR ROGER JOHN WEBBER of Copdoes Farm Great Whelnetham Bury St Edmunds Suffolk IP30 0TZ and ANTHONY WELTON care of Stacey & Partners 87 Whiting Street, Bury St Edmunds Suffolk IP33 1PD the trustees of The ERJ Webber Settlement~~
2EZ

Q WESTMINSTER DRIVE

SK240940 JOHN PHILIP ASHTON and MARION TANIA ASHTON of 4 Hervey Road Bury St. Edmunds IP33 2DW

SK202122 EAST ANGLIAN SPORTS CENTRE LIMITED (Co. Regn.No. 3747814) of Oak Lodge Diomed Drive Great Barton Bury St Edmunds Suffolk IP31 2TN

SK353382 ~~JUNE DAWN RODZIAN of Chapel Bungalow Kingshall Green Bradfield St. George Bury St. Edmunds IP30 0BA and JOHN ALFRED PALFREY of The Lodge Hawstead Lane Sicklesmere Bury St. Edmunds IP30 0BT and MARGARET WICKS of 9 Salter Close Bury St. Edmunds IP32 7EQ~~
HOPKINS HOMES LIMITED of Melton Park House, Melton, Woodbridge, Suffolk IP2 1TJ.

(BLP on behalf of
The Rushbrooke
Consortium Owners
Hopkins Homes
Limited and
Pigeon (Bury
East) Ltd)

SK349308 ~~JUNE DAWN RODZIAN of Chapel Bungalow Kingshall Green Bradfield St. George Bury St. Edmunds IP30 0BA and JOHN ALFRED PALFREY of The Lodge Hawstead Lane Sicklesmere Bury St. Edmunds IP30 0BT and MARGARET WICKS of 9 Salter Close Bury St. Edmunds IP32 7EQ~~
HOPKINS HOMES LIMITED of Melton Park House, Melton, Woodbridge, Suffolk IP2 1TJ

The Rushbrooke Consortium Owners:

SK67686 MARTIN PAUL WARREN and TINA HENSHAW of Hall Farm Fornham All Saints Bury St. Edmunds Suffolk IP28

(BLP on behalf of
The Rushbrooke
Consortium Owners
Hopkins Homes Ltd
and Pigeon (Bury East)
Ltd)

SK67587 JOHN CURTIS CASSON of Hawks Nest The Street Wattisfield Diss IP22 1NT and JULIA MARY SETON ABEL SMITH of The Old Rectory Rectory Lane Little Leighs Chelmsford CM3 1PB and PETER HUGH WOLTON of 1 Fairfax Road London W4 1EN and RACHEL ANNA BUCK of 24 Arragon Gardens London SW16 5LX

SK367079 MARTIN CRACK and LESLEY CRACK and MICHAELA CRACK and STEPHANIE CRACK care of Baldwins Green Lane Rougham Bury St. Edmunds IP30 9JR

SK288634 LYNDON JOHN MILLS of Lower Church Farmhouse Church Lane Cockfield Bury St. Edmunds Suffolk IP30 0LA and DAVID ROWELL SWALES of 67 Sebert Road Bury St. Edmunds Suffolk IP32 7EH

SK199978 MARTIN PAUL WARREN of Hall Farm Fornham All Saints Bury St. Edmunds IP28 6JJ

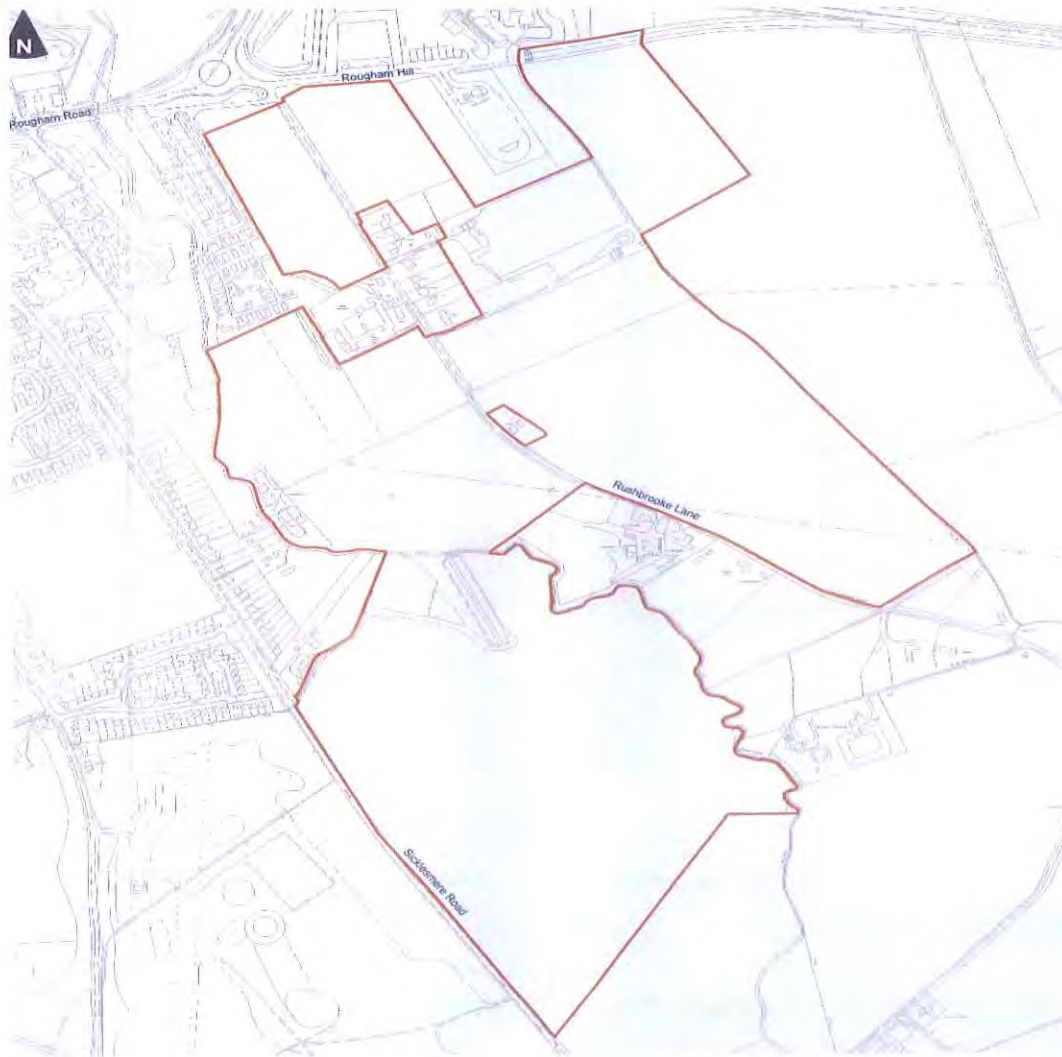
SK301731 TIMOTHY ANDREW WAKERLEY of 4 Pinewood Avenue Sevenoaks TN14 5AF and CHRISTOPHER DENNIS PITCHERS of Beaufort House 136 High Street Newmarket CB8 8JP and of 122 Southgate Street Bury St. Edmunds IP33 2AZ

SK379826 BRIAN LESLIE DAY of Long Acre Rushbrooke Lane Bury St Edmunds, IP33 2RR

Unregistered land- ALISON JANE TAYLOR and MARCIA LYNNED HYLAND and MICHELLE KIM TAYLOR-SPEARMAN and ANDREW MARK TAYLOR) CAUTIONER TITLE SK275191 Cautioner Hopkins Homes Limited

Unregistered land- Christopher Brown and John Brown (Gazeley) Limited= CAUTIONER TITLE SK27512 Cautioner Hopkins Homes Limited

Site Plan



SECOND SCHEDULE

THE OWNERS COVENANT WITH THE COUNCIL:

1. AFFORDABLE HOUSING UNITS

- 1.1 To construct fifty per cent (50%) of the Affordable Housing Units agreed and approved for each Relevant RM and transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant) prior to the Occupation of forty per cent (40%) of the Open Market Dwellings within the Relevant RM in which those Affordable Housing Units are located;
- 1.2 Not to Occupy or permit Occupation of more than thirty-nine percent (39%) of the Open Market Dwellings within a Relevant RM unless and until fifty per cent (50%) of the Affordable Housing Units agreed and approved for that Relevant RM have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant);
- 1.3 To construct all of the Affordable Housing Units agreed and approved for each Relevant RM and transfer all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant) prior to the Occupation of eighty per cent (80%) of the Open Market Dwellings within the Relevant RM in which those Affordable Housing Units are located;
- 1.4 Not to Occupy or permit Occupation of more than seventy-nine per cent (79%) of the Open Market Dwellings within a Relevant RM unless and until all of the Affordable Housing Units agreed and approved for that Relevant RM have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider (SAVE in relation to any Intermediate Dwelling which is not being transferred to a Registered Provider in which case such Intermediate Dwelling shall be transferred directly to an individual purchaser lessee or tenant);

- 1.5 To ensure the transfer referred to in Paragraph 1.6 of this Second Schedule to the Registered Provider and their successors in title will contain a covenant requiring the Register Provider to use reasonable endeavours to enter into a Nomination Agreement with the Council for those Affordable Housing Units agreed and approved within a Relevant RM prior to Occupation of those Affordable Housing Units within that Relevant RM;
- 1.6 To ensure the conditions on which the Affordable Housing Units shall be transferred shall include but not be limited to the following:
 - 1.6.1 the land on which the Affordable Housing Units are situated is to be remediated so that the land is fit for the proposed use;
 - 1.6.2 be on terms that at the date of the transfer the following are (unless otherwise agreed by the Registered Provider) provided up to a point immediately adjacent to the boundary of the Affordable Housing Units:
 - 1.6.2.1 an adoptable road constructed to base course;
 - 1.6.2.2 adoptable public sewers and drains;
 - 1.6.2.3 gas water electricity telecommunications infrastructure with sufficient capacity to serve each Affordable Housing Unit; and
 - 1.6.2.4 such necessary rights as the Owner may reasonably require to be reserved;
- 1.7 To ensure the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing Units except in those cases where a lessee has acquired 100% ownership being a 100% Staircaser;
- 1.8 To deliver the Affordable Housing Units in the following proportions:
 - 1.8.1 30% of those Dwellings for which Relevant RMs have been approved shall be Affordable Housing Units and for the avoidance of doubt each Relevant RM delivered under this sub-paragraph shall include 30% of the Dwellings in that Relevant RM as Affordable Housing Units on the basis of the Tenure Mix unless otherwise agreed in writing by the Council;
 - 1.8.2 in 1.8.1 above where a percentage does not equate to a whole number the number shall be rounded up to ensure

whole numbers (and therefore whole Affordable Housing Units are delivered);

- 1.8.3 For the avoidance of doubt 30% of the total number of Dwellings built within the whole Site will be Affordable Housing Units.

2. NHS CONTRIBUTION

- 2.1 To pay to the Council seventy two percent (72%) of the NHS Contribution prior to the Occupation of the four hundredth (400th) Dwelling in the Northern Neighbourhood;
- 2.2 Not to Occupy or permit Occupation of more than three hundred and ninety-nine (399) Dwellings in the Northern Neighbourhood until seventy two percent (72%) of the NHS Contribution has been paid in full to the Council;
- 2.3 To pay to the Council twenty eight percent (28%) of the NHS Contribution prior to the Occupation of the two hundredth (200th) Dwelling in the Southern Neighbourhood;
- 2.2 Not to Occupy or permit Occupation of more than one hundred and ninety-nine (199) Dwellings in the Southern Neighbourhood until the remaining twenty eight percent (28%) of the NHS Contribution has been paid in full to the Council.

3. PUBLIC OPEN SPACE

- 3.1 The Owners shall serve written notice on the Council requesting confirmation of the Nominated Body prior to the first Occupation of the Northern Neighbourhood;
- 3.2 The Owners covenant to transfer the Public Open Space in accordance with the Planning Permission to the Northern Neighbourhood Nominated Body (for the sum of £1) together with any requisite rights of access to the Open Space both for use and for maintenance and rights for drainage if appropriate;
- 3.3 If the Northern Neighbourhood Nominated Body is the Council, the Owners shall pay the Northern Neighbourhood Public Open Space Commuted Sum to the Council immediately upon completion of the transfer;
- 3.4 The Owners shall serve written notice on the Council requesting confirmation of the Southern Neighbourhood Nominated Body prior to the first Occupation of the Southern Neighbourhood;

- 3.5 The Owners covenant to transfer the Public Open Space in accordance with the Planning Permission to the Southern Neighbourhood Nominated Body (for the sum of £1) together with any requisite rights of access to the Open Space both for use and for maintenance and rights for drainage if appropriate;
- 3.6 If the Southern Neighbourhood Nominated Body is the Council, the Owners shall pay the Southern Neighbourhood Public Open Space Commuted Sum to the Council immediately upon completion of the transfer.

THIRD SCHEDULE

THE OWNERS COVENANT WITH THE COUNTY COUNCIL:

1. EDUCATION CONTRIBUTIONS

Northern Neighbourhood Education Contribution

- 1.1 To pay to the County Council twenty-five percent (25%) of the Northern Neighbourhood Education Contribution prior to first Occupation of any Dwellings in the Northern Neighbourhood;
- 1.2 Not to Occupy or permit or allow Occupation of any Dwellings in the Northern Neighbourhood unless and until twenty-five percent (25%) of the Northern Neighbourhood Education Contribution has been paid to the County Council;
- 1.3 To pay to the County Council a further twenty-five percent (25%) of the Northern Neighbourhood Education Contribution prior to first Occupation of two hundred (200) Dwellings in the Northern Neighbourhood;
- 1.4 Not to Occupy or permit or allow Occupation of more than one hundred and ninety-nine (199) Dwellings in the Northern Neighbourhood unless and until fifty percent (50%) of the Northern Neighbourhood Education Contribution has been paid to the County Council;
- 1.5 To pay to the County Council a further twenty-five percent (25%) of the Northern Neighbourhood Education Contribution prior to first Occupation of four hundred (400) Dwellings in the Northern Neighbourhood;
- 1.6 Not to Occupy or permit or allow Occupation of more than three hundred and ninety-nine (399) Dwellings in the Northern Neighbourhood unless and until seventy-five percent (75%) of the Northern Neighbourhood Education Contribution has been paid to the County Council;
- 1.7 To pay to the County Council the final twenty-five percent (25%) of the Northern Neighbourhood Education Contribution prior to first Occupation of six hundred (600) Dwellings in the Northern Neighbourhood;
- 1.8 Not to Occupy or permit or allow Occupation of more than five hundred and ninety-nine (599) Dwellings in the Northern Neighbourhood unless and until the Northern Neighbourhood Education Contribution has been paid in full to the County Council;

Southern Neighbourhood Education Contribution

- 1.9 To pay to the County Council twenty-five percent (25%) of the Southern Neighbourhood Education Contribution prior to first Occupation of any Dwellings in the Southern Neighbourhood;
- 1.10 Not to Occupy or permit or allow Occupation of any Dwellings in the Southern Neighbourhood unless and until twenty-five percent (25%) of the Southern Neighbourhood Education Contribution has been paid to the County Council;
- 1.11 To pay to the County Council a further twenty-five percent (25%) of the Southern Neighbourhood Education Contribution prior to first Occupation of one hundred (100) Dwellings in the Southern Neighbourhood;
- 1.12 Not to Occupy or permit or allow Occupation of more than ninety-nine (99) Dwellings in the Southern Neighbourhood unless and until fifty percent (50%) of the Southern Neighbourhood Education Contribution has been paid to the County Council;
- 1.13 To pay to the County Council a further twenty-five percent (25%) of the Southern Neighbourhood Education Contribution prior to first Occupation of two hundred (200) Dwellings in the Southern Neighbourhood;
- 1.14 Not to Occupy or permit or allow Occupation of more than one hundred and ninety-nine (199) Dwellings in the Southern Neighbourhood unless and until seventy-five percent (75%) of the Southern Neighbourhood Education Contribution has been paid to the County Council;
- 1.15 To pay to the County Council the final twenty-five percent (25%) of the Southern Neighbourhood Education Contribution prior to first Occupation of two hundred and fifty (250) Dwellings in the Southern Neighbourhood;
- 1.16 Not to Occupy or permit or allow Occupation of more than two hundred and forty-nine (249) Dwellings in the Southern Neighbourhood unless and until the Southern Neighbourhood Education Contribution has been paid in full to the County Council.

Temporary Primary School Contribution

- 1.17 To pay to the County Council the Temporary Primary School Contribution prior to Commencement of Development;

- 1.18 Not to Commence Development until the Primary School Contribution has been paid in full to the County Council.

PRIMARY SCHOOL LAND

- 1.39 To Transfer the Primary School Land to the County Council within six (6) months of the written request of the County Council (such written request to be served upon the Owner at any time after the earlier of and no later than ten (10) years following the earlier of:

- (a) the first Occupation of one hundred (100) Dwellings in the Southern Neighbourhood; OR
- (b) the first Occupation of two hundred and fifty (250) Dwellings in the Development;

- 1.40 such transfer shall be in the form of transfer annexed hereto in part 1 of the Sixth Schedule or in such form as may be agreed by the Owner and the County Council (both acting reasonably) ("the Primary School Land Transfer") In the event the Owners have not transferred the Primary School Land in the condition required by paragraph 1.41 of this Third Schedule to the County Council within the 6 month timescale set out in paragraph 1.39 above the Owners covenant with the County Council that no further Dwellings in the Development shall be Occupied unless and until the Primary School Land has been transferred to the County Council as required by paragraph 1.41 of this Third Schedule BUT FOR THE AVOIDANCE OF DOUBT if the transfer of the Primary School Land has not completed within the six month timescale set out in paragraph 1.39 above due to any delay or non performance by the County Council the restriction on Occupation in this paragraph 1.40 shall not apply PROVIDED THAT the County Council has confirmed receipt of the validly executed Primary School Land Transfer;

- 1.41 The Owners shall transfer the freehold estate of the Primary School Land to the County Council or a third party if nominated in writing by the County Council:

1.41.1 For consideration of one pound (£1.00);

1.41.2 with vacant possession and clear of rubbish building materials soil compaction and encampments;

1.41.3 unencumbered of any covenants easements exceptions restrictions and charges (which would prevent the use of the Primary School Land as a Primary School ;

1.41.4 free of contamination;

- 1.41.5 fully serviced (being gas electricity foul and surface water discharge telecommunications and broadband) based on the stated long term capacity of the primary school being 420 places plus 60 places for preschool;
 - 1.41.6 with the benefit of all highway visibility requirements having been fulfilled on the Development;
 - 1.41.7 with the benefit of highway access to adoption standard having been constructed by the Owners entirely at the Owners expense;
 - 1.41.8 with the benefit of an archaeological investigation having been completed (if required) by the Owners entirely at the Owners expense the results of which will have been shared with the County Council;
 - 1.41.9 the Primary School Land is transferred with the benefit and reservation of any rights required by the Owners to enable them to carry out their development of the Southern Neighbourhood and the Northern Neighbourhood;
- 1.42 In the event that the County Council does not request a transfer of the Primary School Land from the Owners pursuant to paragraph 1.39 above within the timescale setout therein the Owners shall not be bound to transfer the Primary School Land.

2. **HIGHWAYS CONTRIBUTION**

Public Transport Contribution

- 2.1 To pay to the County Council twenty per cent (20%) of the Public Transport Contribution prior to first Occupation of fifty (50) Dwellings in the Development;
- 2.2 Not to Occupy or permit or allow Occupation of more than forty-nine (49) Dwellings in the Development unless and until twenty per cent (20%) of the Public Transport Contribution has been paid to the County Council;
- 2.3 To pay to the County Council a further twenty per cent (20%) of the Public Transport Contribution on the first (1st) anniversary of the payment referred to in paragraph 2.1 above;
- 2.4 To pay to the County Council a further twenty per cent (20%) of the Public Transport Contribution on the second (2nd) anniversary of the payment referred to in paragraph 2.1 above;

2.5 To pay to the County Council a further twenty per cent (20%) of the Public Transport Contribution on the third (3rd) anniversary of the payment referred to in paragraph 2.1 above;

2.6 To pay to the County Council a further twenty per cent (20%) of the Public Transport Contribution on the fourth (4th) anniversary of the payment referred to in paragraph 2.1 above;

Highways Contribution

2.7 To pay to the County Council one third (1/3rd) of the Highways Contribution prior to first Occupation of fifty (50) Dwellings in the Development;

2.8 Not to Occupy or permit or allow Occupation of more than forty-nine (49) Dwellings in the Development unless and until one third (1/3rd) of the Highways Contribution has been paid to the County Council;

2.9 To pay to the County Council a further one third (1/3rd) of the Highways Contribution prior to the first Occupation of four hundred and fifty (450) Dwellings in Development;

2.10 Not to Occupy or permit or allow Occupation of more than four hundred and forty-nine (449) Dwellings in the Development unless and until a further one third (1/3rd) of the Highways Contribution has been paid to the County Council;

2.11 To pay to the County Council the final one third (1/3rd) of the Highways Contribution prior to the first Occupation of seven hundred and fifty (750) Dwellings in the Development

2.12 Not to Occupy or permit or allow Occupation of more than seven hundred and forty-nine (749) Dwellings in the Development unless and until the Highways Contribution has been paid in full to the County Council;

Public Right of Way Contribution

2.13 To pay to the County Council the Public Right of Way Contribution prior to first Occupation of one hundred (100) Dwellings in the Development;

2.14 Not to permit or allow Occupation of more than ninety-nine (99) Dwellings in the Development unless and until the Public Right of Way Contribution has been paid in full to the County Council;

Travel Plan Contribution

Northern Neighbourhood

- 2.15 To pay to the County Council ten percent (10%) of the Travel Plan Contribution prior to first Occupation of any Dwellings in the Northern Neighbourhood;
- 2.16 Not to permit or allow Occupation of any Dwellings in the Northern Neighbourhood unless and until ten percent (10%) of the Travel Plan Contribution has been paid to the County Council;
- 2.17 To pay to the County Council a further twenty-five percent (25%) of the Travel Plan Contribution prior to first Occupation of one hundred (100) Dwellings in the Northern Neighbourhood;
- 2.18 Not to permit or allow Occupation of more than ninety-nine (99) Dwellings in the Northern Neighbourhood unless and until a further twenty-five percent (25%) of the Travel Plan Contribution has been paid to the County Council;
- 2.19 To pay to the County Council a further twenty-five percent (25%) of the Travel Plan Contribution prior to first Occupation of four hundred and fifty (450) Dwellings in the Northern Neighbourhood;
- 2.20 Not to permit or allow Occupation of more than four hundred and forty-nine (449) Dwellings in the Northern Neighbourhood unless and until a further twenty-five percent (25%) of the Travel Plan Contribution has been paid to the County Council;
- 2.21 To pay to the County Council a further twelve percent (12%) of the Travel Plan Contribution prior to first Occupation of seven hundred and fifty (750) Dwellings in the Northern Neighbourhood
- 2.22 Not to permit or allow Occupation of more than seven hundred and forty-nine (749) Dwellings in the Northern Neighbourhood unless and until a further twelve percent (12%) of the Travel Plan Contribution has been paid to the County Council;

Southern Neighbourhood

- 2.23 To pay to the County Council four percent (4%) of the Travel Plan Contribution prior to first Occupation of any Dwellings in the Southern Neighbourhood;
- 2.24 Not to permit or allow Occupation of any Dwellings in the Southern Neighbourhood unless and until four percent (4%) of the Travel Plan Contribution has been paid to the County Council;