Docusign Envelope ID: 29C89DA6-DB60-4616-8F8A-1DBC333B8307

Supplemental Deed of Agreement under Section 106 and Section 106A of the Town and Country Planning Act 1990

relating to the development of Land at Home Farm Main Road Deeping St Nicholas Spalding

Application number H03-0161-17

Dated 25th February 2026

(1) SOUTH HOLLAND DISTRICT COUNCIL
(2) EMERALD HOMES GROUP LIMITED

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DATE 25th February 2026

PARTIES

(1) SOUTH HOLLAND DISTRICT COUNCIL of Council Offices Priory Road Spalding Lincolnshire PE11 2XE (the Council); and

(2) EMERALD HOMES GROUP LIMITED (Company Registration 11885020) whose registered office is situated at South Lincs Plant Hire & Sales Enterprise Way, Pinchbeck, Spalding, Lincs, PE11 3YR (Freehold Owner).

RECITALS

A The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

B The Freehold Owner is the freehold owner of the Site free from encumbrances.

C On 20th December 2021, the Council and the Freehold Owner's predecessors entered into the Original Agreement.

D Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of Original Agreement as set out in this deed.

E This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Agreement.

F It is agreed that the requirements of this Deed meet the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and are a) necessary to make the Development acceptable; (b) directly related to the Development; and, (c) fairly related in scale and kind to the Development.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

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Original Agreement: the agreement made under section 106 of the TCPA 1990 dated 20th December 2021 between (1) the Council and (2) Mark Hildred, Bryan Turner and Paul Jeffrey Thompson and (3) National Westminster Bank Plc.

1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed.

1.3 Clause headings shall not affect the interpretation of this deed.

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

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

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

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 Unless the context otherwise requires, references to clauses are to the clauses of this deed.

1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.12 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 Statutory provision

This deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 **OR** section 2 of the Local Government Act 2000 and any other enabling powers.

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3 Variations to the Original Agreement

3.1 The following shall be deleted from the Original Agreement:

3.1.1 The words "Market" together with "or against any Protected Tenant or against a mortgagee (unless they become a mortgage in possession) (other than the provisions of Schedule 3 relating to Affordable Housing which do apply to Chargees as defined in this Deed)" within Clause 8.9.1;

3.1.2 Clause 13;

3.1.3 The words "(except in relation any dispute referred by the Owner or the Council in relation to any approval or adjustment made by the Valuer arising from an Open Book Analysis where the costs shall be borne by the party that submitted the matter to the Expert)." within clause 16.3;

3.1.4 Paragraph 1 "Affordable Housing (General)" of Schedule 3;

3.1.5 Paragraph 2 "Off-site Affordable Housing Contribution" of Schedule 3;

3.1.6 Paragraph 3 "Education Contribution" of Schedule 3

3.1.7 Paragraph 4 "Health Care Facilities Contribution" of Schedule 3

3.1.8 Paragraph 1 "Affordable Housing" of Schedule 4;

3.1.9 Paragraph 2 "Education Contribution" of Schedule 4;

3.1.10 Paragraph 3 "Health Care Facilities Contribution" of Schedule 4;

3.1.11 Schedule 5; and

3.1.12 Annex A

3.2 The following definitions shall be deleted from Clause 1 of the Definition section of the Original Agreement as follows:

3.2.1 Affordable Dwellings

3.2.2 Affordable Housing

3.2.3 Affordable Housing Contribution

3.2.4 Affordable Housing Provider

3.2.5 Affordable Housing Scheme

3.2.6 Affordable Rent Dwelling

3.2.7 Chargee

3.2.8 Education Authority

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3.2.9 Education Contribution

3.2.10 Eligible Household

3.2.11 Gross sales receipt

3.2.12 Health Care Facilities Contribution

3.2.13 Health Care Provider

3.2.14 Homes England

3.2.15 Index

3.2.16 Indexation

3.2.17 Market Dwelling

3.2.18 the Nomination Agreement

3.2.19 Off-site Affordable Housing Contribution

3.2.20 Open Book Analysis

3.2.21 Practical Completion

3.2.22 Profit Margin

3.2.23 Protected Person

3.2.24 Rented Dwellings

3.2.25 Shared Ownership Dwellings

3.2.26 Shared Ownership Lease

3.2.27 Social Rented Dwellings

3.2.28 Valuer

3.3 The following definitions shall be inserted into Clause 1 of the Definitions section of the Original Agreement as follows:

"Viability Assessment"	means an assessment to determine the level of profit arising from the Development with such assessment to be provided by way of a written report
"Viability Assessor"	means CP Viability Limited of 14 King Street, Leeds, LS1 2HL or such other assessor procured by the Council

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"Viability Review"	means the financial review of the Development to be undertaken in accordance with the provisions of the Fourth Schedule

3.4 A new clause 17 entitled "Viability Review" shall be inserted into the Original Agreement as follows:

"*17. VIABILITY REVIEW*

17.1 In the event that that 80% of the Dwellings comprising the Development are not practically complete within 4 years of the date of this Deed, the Council may appoint a suitably qualified Viability Assessor to undertake the Viability Assessment.

17.2 Where the Council notifies the Owner that they have appointed a Viability Assessor to carry out the Viability Assessment pursuant to clause 17.1 above the Owner will within 4 weeks of such notification provide the Council with all such details as it may require to enable the Viability Assessor to carry out the said viability assessment.

17.3 The Council shall provide to the Viability Assessor all such details as required pursuant to clause 17.2 within 10 Working Days of receipt.

17.4 The Owner shall be responsible for and shall, within 10 Working Days of the demand reimburse the Council for any fees and expenses reasonably incurred by the Viability Assessor arising in relation to its appointment pursuant to clause 17.2 above.

17.5 The assessment of profit shall be carried out on the same basis as used by the Viability Assessor at S106A application stage (Application Ref H03-1042-25) having regard to the Benchmark Land Value, Gross Development Value, Construction Costs, Abnormal Development Costs, Village Hall Delivery Costs, Sales and Marketing costs, Professional Fees, Finance Costs and Land Acquisition Fees including Stamp Duty Land Tax.

17.6 Where the Viability Assessor concludes in the Viability Assessment that the level of profit has or will exceed 17.5% then any level of profit over and above the first 17.5% identified in the Viability Assessment shall be shared equally (i.e. 50/50) between the Owner and the Council.

17.7 In the event of dispute between the Owner and the Council/Viability Assessor in relation to the level of profit concluded by the Viability Assessment then the matter will be referred to an Independent Expert as per Clause 16

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3.5 Paragraph 5.2 of Schedule 3 shall be amended by substituting the phrase "50%" with the phrase "25%"

3.6 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

4 Covenants to the Council

The Freehold Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

5 Local land charge

This Deed shall be registered as a local land charge.

6 Endorsement

Promptly following completion of this Deed the Council shall endorse a memorandum of variation on the Original Agreement in the following terms:

25th February 2026

"This Agreement has been varied by a supplemental agreement dated [DATE] and made between South Holland District Council and the Freehold Owner"

7 Council's costs

The Freehold Owner shall pay to the Council on or before the date of completion of this deed, the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

8 Value added tax

8.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

9 Third party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

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10 Governing Law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS this document has been signed as a Deed and delivered on the date first above written

THE COMMON SEAL of)
SOUTH HOLLAND DISTRICT COUNCIL)
was hereunto affixed in the presence of:-)

135254

Authorised Signatory .....

Print Name Jason King

Job Title Director of Communities

Executed as a Deed by **EMERALD HOMES GROUP LIMITED** acting by a sole Director
In the presence of:

Signed by:
.....BB2927DF989642A...
DIRECTOR

Signature .....

Signed by:
Witness Signature .....BDE03A607812436...

Witness Print Name Oliver Tookman

Witness Address Enterprise Way, Spalding, PE11 3YR