

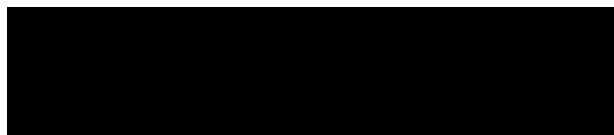
Dated 9 July 2025

NATIONAL HIGHWAYS LIMITED (1)

AND

WILTON DEVELOPMENTS LIMITED (2)

PLANNING INDEMNITY AGREEMENT



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THIS AGREEMENT is dated the

9th July

2025

BETWEEN:

- (1) **NATIONAL HIGHWAYS LIMITED**, a company incorporated in England and Wales (Company Number: 09346363) whose registered office is at Company Secretary, Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ ("**National Highways**"); and
- (2) **WILTON DEVELOPMENTS LIMITED**, a company incorporated in United Kingdom (Company Number: 05568164) whose registered office is at 10 South Parade, Leeds, West Yorkshire, LS1 5QS ("**Developer**").

RECITALS

- (A) National Highways and the Developer have agreed the Heads of Terms and intend to enter into the Conditional Land Sale and Development Agreement in respect of the Property
- (B) The Developer proposes to carry out the Development, subject to obtaining satisfactory planning permission which the Developer has agreed to seek (also subject to the parties having entered into the Conditional Land Sale and Development Agreement).
- (C) In anticipation of the Conditional Land Sale and Development Agreement being entered into, the Developer is preparing the Application and is undertaking necessary design works, surveys and reports to support the Application and will start to prepare tender documentation for the construction contract for the Development (together the "**Developer's Intended Next Steps**") .
- (D) National Highways has agreed to indemnify the Developer in respect of certain costs incurred in seeking planning permission for the Development and preparing the tender for its construction and this Agreement sets out the terms upon which that indemnity is given.
- (E) For the avoidance of doubt nothing in this Agreement is intended to commit or oblige either party to enter into the Conditional Land Sale and Development Agreement and the parties acknowledge that whilst intended at the date of this Agreement, this may not ultimately be the case.

The National Highways and the Developer agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Agreed	agreed in writing such agreement not to be unreasonably withheld or delayed and Agree shall be interpreted accordingly;
Appointment/s	the appointments of Consultants in a form Approved by National Highways
Approved	approved in writing such approval not to be unreasonably withheld or delayed and Approve and Approval shall be interpreted accordingly;
Conditional Land Sale and	the agreement as anticipated in the Heads of Terms to be entered into between (1) the Developer and

Development Agreement	(2) National Highways (as supplemented or varied from time to time);
Consultants	the consultants identified in Schedule 1 (or any replacements thereof agreed by National Highways (acting reasonably) together with any additional consultants and professionals reasonably and properly appointed by the Developer in connection with the Developer's Intended Next Steps;
Costs	<p>together the fee(s) payable for the Planning Application and the costs, fees and expenses of the Consultants and all other properly incurred fees and expenses incurred by the Developer up to the value of the Cost Cap (together with any VAT due and payable on the same as charged by the Developer to National Highways) which are:</p> <ul style="list-style-type: none"> (a) reasonably and properly incurred by the Developer; and (b) incurred (i) in seeking planning permission for the Development, (ii) preparing and submitting the Planning Application, (iii) procuring all necessary design, (iv) carrying out all appropriate ground investigations and surveys (v) and preparing and issuing tenders for delivery of the Development and as part of the Developer's Intended Next Steps;
Cost Cap	£325,000 (exclusive of VAT);
Designated Account	the United Kingdom bank account held by the Developer into which the Costs are to be paid and identified pursuant to clause 6.1(a);
Determining Authority	the local planning authority for the area in which the Property is situated or other appropriate determining body or person having the statutory power to determine the Planning Application;
Development	the development of the Property for construction of a highway depot including warehouse, office, salt barn, yards and car parking with necessary infrastructure and enabling works as indicatively shown on the plans attached to this Agreement at Appendix 1;
Developer's Solicitors	Square One Law LLP of One Park Row, Leeds or such other firm appointed by the Developer from time to time and notified to National Highways in writing by the Developer;
Expert	a person appointed and acting in accordance with clause 12;

Heads of Terms	the heads of terms agreed by National Highways and the Developer (in the form attached hereto at Appendix 2);
Insolvency Event	<p>(a) an order is made or a resolution is passed for the winding up of a Party (save in the case of a resolution for the voluntary liquidation of a solvent company in the case of amalgamation or reconstruction); or</p> <p>(b) a Party's directors make a proposal for voluntary arrangement (within the meaning of Part 1 of the Insolvency Act 1986); or</p> <p>(c) an Administrator is appointed over a Party; or</p> <p>(d) a Party shall be struck off the register of companies under the Companies Act 2006;</p> <p>(e) or any like event happening in relation to any other jurisdiction;</p>
Longstop Date	the date six (6) months after the date of this Agreement;
National Highways' Solicitors	Gowling WLG (UK) LLP of 4 More London Riverside, London SE1 2AU (ref: GXC1/2792151) or such other firm appointed by National Highways from time to time and notified to the Developer in writing by National Highways;
Party	National Highways or the Developer as appropriate, and "Parties" means either Party together;
Planning Act	the Town and Country Planning Act 1990;
Planning Application	an application for full planning permission in respect of the Development to be Agreed by the Parties and submitted to the Determining Authority pursuant to this Agreement;
Planning Obligation	<p>(a) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 106 or section 106A of the Planning Act; and/or</p> <p>(b) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972, section 38 or section of the 278 Highways Act 1980, section 104 of the Water Industry Act 1991 and/or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Environment Act 1995 or the Land Drainage Act 1991 respectively) or other appropriate authority as to water supply or</p>

drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services;

Planning Permission	detailed planning permission for the Development granted pursuant to the Planning Application;
Property	land on the north side of Cheltenham Road, Stockton-On-Tees being part of the intended development known as Dynamo Park shown edged red on the attached plan at Appendix 3 and being part of the land registered at HM Land Registry with title number CE189515;
Third Party	any person or persons who is not a party to this Agreement;
Working Day	any day from Monday to Friday (inclusive) which is not Christmas Day, Boxing Day or a statutory bank holiday in England.

2 DURATION OF THIS AGREEMENT

- 2.1 The provisions of this Agreement come into force and take effect on the date of this Agreement, and in doing so, the Developer and National Highways shall observe and comply with their respective obligations in this Agreement.
- 2.2 It is the intention on the Parties that the Conditional Land Sale and Development Agreement if and when entered into shall contain provisions that supersede those contained in this Agreement and in accordance with the Heads of Terms and the Parties agree that in agreeing the terms of the Conditional Land Sale and Development Agreement they shall agree the terms to achieve that outcome.
- 2.3 This Agreement is subject to the arrangements in clause 7 relating to termination.
- 2.4 On termination of this Agreement pursuant to clause 7, this Agreement shall cease to have any force or effect but without prejudice to any rights of either Party against the other for any antecedent breach of its obligations in this Agreement.

3 PLANNING APPLICATION

- 3.1 The Developer will use reasonable and commercially sensible endeavours to hereafter prepare, submit and subsequently progress the Planning Application with a view to obtaining a Planning Permission.
- 3.2 Neither Party shall without the Approval of the other Party during the term of this Agreement make or support any other application for planning permission in respect of the Property other than in accordance with the terms of this Agreement.
- 3.3 The Developer's obligations pursuant to clause 3.1 above are subject always to the Cost Cap and the Developer shall not be obliged or liable to incur any costs over and above this sum and at the expense of the National Highways as envisaged by this Agreement.

Planning Application

- 3.4 The Developer shall obtain the prior Approval of National Highways to the form of any Planning Application prior to its submission to the Determining Authority.
- 3.5 Any Planning Application will be made in the joint names of the Parties.
- 3.6 The Developer may at any time or times withdraw resubmit amend or modify any Planning Application **PROVIDED THAT:**
- (a) the Developer supplies a copy of the proposed amendment or modification to National Highways before submitting to the Determining Authority;
 - (b) the Developer obtains the Approval of National Highways; and
 - (c) if National Highways has not given their Approval or refusal of Approval together with reasons to the Developer within ten Working Days after but not including the date of any request for Approval National Highways' Approval shall be deemed to have been given.
- 3.7 The Developer shall:
- (a) monitor the progress of any Planning Application;
 - (b) keep National Highways regularly informed in writing of the progress of , the Planning Application and negotiations of any associated Planning Obligation and the progress of the design and any tender process for the delivery of the works required for the Development, and will on request provide National Highways with copies of all material documents submitted to or received from the Determining Authority; and
 - (c) not seek to delay the issuing of any Planning Permission or associated Planning Obligation and keep National Highways fully informed of any proposed conditions.
- 3.8 The Parties will (save where Agreed otherwise) both attend any meetings with the Determining Authority and/or other relevant authorities.
- 3.9 The Parties will as Agreed by the Parties make appropriate representations and enter into appropriate negotiations with the Determining Authority and other relevant authorities for the Development.

Planning Decisions

- 3.10 Within five Working Days of receiving a decision notice granting Planning Permission or any planning refusal the Developer shall send a copy of the decision notice to National Highways and provide a copy of the Planning Permission and any associated Planning Obligation.

4 APPOINTMENTS

- 4.1 Any Consultants appointed in connection with the Planning Application (either before or after the date of this Agreement) will be appointed by the Developer unless the Parties Agree otherwise.
- 4.2 As at the date of this Agreement the Parties anticipate the appointment of Consultants for:
- (a) preparation of the Planning Application and all reports relevant to it;
 - (b) design of and cost plan for the Development; and

- (c) preparation of the tender for construction of the Development.
- 4.3 The Parties agree that the Developer shall (save where Agreed otherwise):
- (a) be responsible for identifying and appointing appropriately skilled and experienced Consultants to undertake the required roles and the timing and terms for such Appointments;
 - (b) manage the appointment of all Consultants in a timely manner;
 - (c) monitor the services undertaken by the Consultants and meet with the consultants to brief, review and discuss the work being undertaken by them; and
 - (d) be responsible for paying Consultants fees in the manner set out in the Appointments.
- 4.4 The Developer shall within five Working Days following the date of this Agreement provide to National Highways in relation to each Consultant
- (a) a full copy of any Appointment already entered into; and
 - (b) details of the scope of services to be provided by that Consultant and the current fee estimate or quotation for those services (including sufficient detail to show that the pricing is appropriate for the scope of services intended to be delivered)

PROVIDED THAT where a Consultant has not entered into a formal Appointment at the date of this Agreement, the Developer's obligation in relation to (a) shall be to provide the Appointment within five Working Days following the date of appointment of such Consultant; and

PROVIDED FURTHER THAT where a fee estimate or quotation for those services changes, the Developer's obligation in relation to (b) shall be to provide the amended fee estimate or quotation within five Working Days following the notification of such amendment.

- 4.5 The Developer shall promptly supply National Highways with full details of any changes or updates to the information provided under clause 4.4.

5 COSTS

- 5.1 In consideration of the Developer preparing, submitting and pursuing the Planning Application (and in addition commencing the design and tender process for the Development) prior to the parties finalising and entering into the Conditional Land Sale and Development Agreement, National Highways covenants with the Developer that subject to clause 5.3, National Highways will indemnify the Developer against the Costs actually incurred by the Developer and will pay those Costs to the Developer in accordance with clause 9, **PROVIDED THAT** the liability of National Highways under this clause 8.1 shall not exceed the Cost Cap.
- 5.2 National Highways acknowledge that it will remain liable to pay the Costs pursuant to clause 8.1 if exchange of the Conditional Land Sale and Development Agreement does not take place unless the circumstances in clause 8.3 apply.
- 5.3 National Highways' liability to pay the Costs pursuant to clause 8.1 shall cease to apply if:
- (a) the Developer unilaterally withdraws from negotiations in connection with the Conditional Land Sale and Development Agreement (it being agreed and acknowledged by National Highways that this provision will not be deemed to apply where the parties have in good faith been unable to agree the final forms of Conditional Land Sale and Development Agreement and/or the specification of works (being the

Approved Documents as defined in the Heads of Terms) or other annexures properly required for the same);

- (b) the Developer unilaterally seeks to materially amend and/or renegotiate the Heads of Terms which makes the Conditional Land Sale and Development Agreement materially more onerous to National Highways;
 - (c) the Developer unilaterally withdraws from the transaction and decides not to exchange or complete (as appropriate) the Conditional Land Sale and Development Agreement where the same have previously been agreed and finalised and circulated for execution and where National Highways is otherwise ready, willing and able to do so;
 - (d) the Developer materially breaches its obligations in clause 3 or 4 of this Agreement and such breach has been notified in writing by National Highways to the Developer and the Developer has failed to take reasonable steps to rectify such a breach within a reasonable period (of no less than 10 Working Days); or
 - (e) in the course of National Highways' initial due diligence a title defect is revealed which on an objective basis (and having given due regard to proposals to rectify, insure against and/or otherwise deal with the same), would lead a reasonable proposed purchaser of the Property to consider the Property unsuitable and unable to be operated for the use envisaged by the Development (provided always that this provision shall only apply for the period of 20 Working Days from the date of this Agreement and if no such title defect is highlighted to the Developer by National Highways in writing within such period then the provisions of this clause (e) shall no longer apply).
- 5.4 The obligations on National Highways to pay any Costs pursuant to this Agreement shall be subject always to those Costs being properly incurred and the Developer's internal costs shall not be charged as Costs.
- 5.5 The Developer will use reasonable endeavours so far as reasonably practicable to allocate and incur the Costs appropriately and effectively targeted to the Developer's Intended Next Steps. In addition to the Developer's obligations in clause 6.1(b) the Developer shall keep supporting invoices, vouchers and receipts for the Costs and the Developer will operate an account recording the Costs which shall be kept on an open book basis and be available for inspection by National Highways and National Highways shall be entitled to request such information documentation or other evidence of expenditure as it may from time to time reasonably require to substantiate any Costs incurred.
- 5.6 Each Party agrees that:
- (a) it will bear its own legal and management costs in respect of the negotiation and entering into of this Agreement;
 - (b) it will bear its own internal, legal and management costs in the undertaking of their respective obligations under this Agreement;
 - (c) no coupon will be applied to such costs incurred.
- 5.7 The obligation to pay Costs incurred (or contracted to be incurred) before the determination of this Agreement shall continue after the determination of this Agreement.
- 5.8 National Highways shall not be liable for any Costs incurred (or contracted to be incurred) after the date of exchange of the Conditional Land Sale and Development Agreement pursuant to this Agreement on the understanding such liability will thereafter be provided for pursuant to the Conditional Land Sale and Development Agreement (and as provided for in the Heads of Terms).

- 5.9 This Agreement supersedes the planning indemnity agreement dated 2 June 2025 and made between (1) National Highways Limited and (2) Wilton Developments Limited (the "Previous Agreement") which was terminated by notice on 19 June 2025. The Developer shall not be entitled under this Agreement to double-recovery of costs which the Developer has recovered (or is entitled to recover) under the Previous Agreement.

6 PAYMENT OF COSTS

- 6.1 The Developer shall:

- (a) identify the Designated Account into which all Costs are to be paid;
- (b) supply monthly to National Highways details of the Costs incurred to date together with invoices and full supporting evidence related to each request for payment together with a formal request (and invoice) for payment of the Costs due for that month;
- (c) reply promptly to National Highways' written enquiries in relation to any request for payment; and
- (d) maintain a cost plan identifying the anticipated and incurred Costs and a cash flow forecast showing the anticipated dates of payment of such Costs against the cost plan and provide copies thereof to National Highways no less than quarterly for review by National Highways.

- 6.2 National Highways shall pay any amount which is the subject of a request for payment pursuant to and properly made in accordance with these provisions for such Costs incurred by the Developer within 14 Working Days of receipt.

- 6.3 If any Costs which have been reimbursed by National Highways are found to have been overpaid, National Highways shall be entitled at its election to the benefit of any lawful refund either as a lump sum or as a credit against further payments due in respect of any Costs.

- 6.4 Interest at the rate of 3% above the base lending rate for the time being in force will be payable on any sums payable in respect of Costs under this Agreement by the party in default from the date on which payment becomes due until the date upon which payment is made by the party in default.

7 TERMINATION

- 7.1 Subject to clause 7.2 either Party shall be entitled to serve written notice upon the other to determine this Agreement if:

- (a) the Parties agree;
- (b) either of the parties decides not to proceed with the Development and the transaction envisaged by the Heads of Terms;
- (c) an Insolvency Event occurs (in which case the non-defaulting Party shall be entitled by service of notice on the defaulting Party to determine this Agreement);
- (d) the Conditional Land Sale and Development Agreement have not been entered into by the Longstop Date; or
- (e) either Party is in material breach of their obligations under this Agreement and the other Party has given at least 20 Working Days' notice of that material breach and the breach has not been remedied within a reasonable period as specified in such notice.

- 7.2 If this Agreement is determined under clause 7.1, this Agreement cease to have effect save that Parties agree subject to clause 6.3 that at all times National Highways will remain liable for any Costs which have been incurred in accordance with this Agreement by the Developer prior to that date or any Costs that the Developer is legally obliged to incur thereafter.
- 7.3 If this Agreement is Terminated the Developer shall take reasonable steps to minimise any further Costs which the Developer is committed to and for which National Highways shall be responsible in this Agreement.

8 NOTICES

- 8.1 Any notice or document to be given by a Party (as appropriate) to another Party pursuant to the terms of this Agreement shall be sent by email to the recipient Party at the recipient Party's email address follows (subject to clause 8.5):

(a)

(b)

- 8.2 For the purposes of this Agreement any notice or document shall be deemed to be served at the time of delivery only.
- 8.3 In proving such service it shall be sufficient to prove that delivery was made.
- 8.4 Service of any notice by electronic mail or by facsimile does not constitute service of a notice for the purposes of this Agreement.
- 8.5 A Party may notify the other Party of a change to its name, relevant addressee and/or address for the purposes of this clause 4 **PROVIDED THAT** such notice shall only be effective on:
- (a) the date specified in the notice as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than 5 Working Days after the date on which notice is given, the date immediately following 5 Working Days after notice of any change has been given.

9 SEVERANCE

- 9.1 If any term of this Agreement, or the application of it to any person or circumstances, shall to any extent be invalid or unenforceable, the same shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 9.2 If such modification is not possible, the same shall be severable from the remainder of this Agreement, and any modification to or severance shall not affect the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to whom it is held invalid or unenforceable, which shall not be affected hereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10 CUMULATIVE REMEDIES AND NO DOUBLE RECOVERY

No remedy conferred upon either Party pursuant to this Agreement is exclusive of any other remedy in this Agreement or by law provided or permitted, but each is to be cumulative (**PROVIDED THAT** neither Party shall be entitled to recover more than once in respect of the same cost, damage, expense, liability or loss).

11 NO IMPLIED WAIVER

11.1 The rights of each Party under this Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and are not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

11.2 Delay in exercising or non-exercise of any such right is not a waiver of that right.

12 DISPUTES

12.1 Differences and disputes that arise between the parties concerning this Agreement shall, save where expressly permitted under this Agreement, be determined under the provisions of this clause 12.

12.2 Such differences and disputes shall first be escalated for agreement to the following representatives:

(a)

(b)

or such other representative of each party as each of the parties to this Agreement may notify to the others for determination within 15 Working Days of referral or such longer period as the parties to the difference or dispute may reasonably and without delay agree;

12.3 If the representatives referred to in clause 12.2 cannot reach an agreement within 15 Working Days (or such longer period as may be agreed pursuant to clause 12.2) of the referral then the difference or dispute may be referred by any party:

(a) so far as any such difference or question relates to methods of accounting or otherwise to matters usually and properly within the knowledge of a qualified accountant be referred to a chartered accountant of at least 15 years' standing agreed upon by the parties, or otherwise appointed on the application of either party by or on behalf of the President of the Institute of Chartered Accountants in England and Wales; and

(b) so far as any such difference or question relates to the rights and liabilities of the parties or to the terms or conditions to be embodied in any deed or document relating to this Agreement be referred to a solicitor of at least 15 years' standing agreed upon by the parties, or otherwise appointed on the application of either party by or on behalf of the President for the time being of the Law Society.

12.4 If the parties to the difference or dispute fail to agree the nature of the difference or dispute, then a decision as to the nature of such difference or question shall be referred to a solicitor of at least 15 years' standing, in the same manner and on the same terms as set out in clause 12.3(b), who shall decide which subclause of clause 12.3 is applicable in relation to that matter. Their decision shall be final and the reference to them shall include authority to decide in what manner their costs and the parties' costs of the referral to them shall be paid.

12.5 The Expert shall give written notice of their appointment to the parties and shall in that notice invite each of the parties to submit to the Expert written submissions within ten Working Days from the date of such notice (or such longer period as the Expert may direct).

- 12.6 For the purposes of this Agreement the Expert:
- (a) will act as an expert and not as an arbitrator;
 - (b) will consider the written submissions made by any of the parties;
 - (c) will be entitled to rely on their own judgement and opinion;
 - (d) will be required to give reasons for their decision.
- 12.7 The Expert will within 20 Working Days after their appointment or (if later) within 10 Working Days of their invitation to the parties to submit written submissions as referred to in clause 12.5 receipt of the last of the written submissions made by the parties give to each of the parties to the dispute written notice of their decision.
- 12.8 If the Expert does not give notice of their decision within the time and in the manner as set out in clause 12.7 or shall die or be unable or unwilling to accept their appointment or to carry out their functions then any party may apply for a replacement to be appointed and this procedure may be repeated as often as necessary.
- 12.9 The reference to the Expert shall include authority to decide in what manner their costs and the parties' costs of the referral to the Expert shall be paid and this shall be stated in the Expert's notice of their decision.
- 12.10 The decision of the Expert shall in all cases be final and binding on the parties save in the case of manifest error.

13 GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement shall be governed, interpreted and construed in accordance with English law, and the Parties each give the courts of England exclusive jurisdiction to settle any dispute which may arise in connection with the validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement.
- 13.2 Each Party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement being served on it in accordance with the provisions of this Agreement relating to service of notices. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 14.1 No person other than a contracting party may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

15 GOOD FAITH

- 15.1 The parties hereby acknowledge a duty of good faith to each other in relation to all matters arising under this Agreement.

16 CONFIDENTIALITY

- 16.1 The parties shall (and shall use reasonable endeavours to procure that their respective servants, agents and advisers shall) keep in strict confidence the financial and other commercial terms of this Agreement and all documents and other information supplied to or received from any party to this Agreement pursuant to the provisions of this Agreement.

- 16.2 Clause 16.1 shall not apply to the extent that any party is obliged by UK law or EU legislation or by The Stock Exchange to disclose any of the same or to the extent that such information and/or documents is/are already or is/are required to be in the public domain (other than through the actions of the parties to this Agreement).

17 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004

- 17.1 In this clause the following words and phrases shall have the meaning set out below:

EIR	the Environmental Information Regulations 2004 (as amended from time to time) and any related guidance as issued by the Department for Environment, Food and Rural Affairs and/or the Information Commissioner;
FOIA	the Freedom of Information Act 2000 (as amended from time to time) and any subordinate legislation made under it or any superseding enactment and regulations, and any guidance issued by the Ministry of Justice, (or government departments superseding the same in relation to FOIA legislation) or the Information Commissioner;
Information Commissioner	the UK independent body known as the Information Commissioner (and any successor body);
Request for Information	a request for information under the FOIA and/or EIR, whether or not expressly made by any person, to the Council;

- 17.1 The Developer acknowledges that National Highways is a public authority as defined by the FOIA and/or EIR and therefore recognises that any information relating to this Agreement (including this Agreement itself) or otherwise relating to the parties however held or recorded by National Highways or the Developer on behalf of National Highways may be the subject of a Request for Information and possible disclosure under the FOIA and/or EIR.
- 17.2 The Developer shall, and shall use reasonable endeavours to procure that its employees, contractors and agents shall, assist National Highways in complying with its respective obligations under the FOIA and/or the EIR as reasonably necessary, including reasonable assistance in gathering information promptly to enable National Highways to respond to a Request for Information within the timescales set out in section 10 of the FOIA or Regulation 5 of the EIR as may be relevant but nothing in this clause shall require the Developer to make any payments pursuant to and/or to procure compliance in accordance with this clause and/or in consideration for assisting and/or releasing such information.
- 17.3 The Developer shall, and shall use reasonable endeavours to procure that its employees, contractors and agents shall, transfer to a representative of National Highways (or such other person as may be notified by National Highways to the Developer (as applicable) for this purposes) any information properly required to enable National Highways to respond to a Request for Information set out in section 10 of the FOIA or Regulation 5 of the EIR and which the Developer holds on behalf of National Highways in respect of this Agreement as soon as practicable after National Highways requesting such information but nothing in this clause shall require the Developer to make any payments pursuant to and/or to procure compliance in accordance with this clause and/or in consideration for transferring such information.

17.4 The parties are to procure that their professional advisers and agents are fully instructed to comply with clauses 17.1 to 17.6 (inclusive).

17.5 National Highways shall:

- (a) notify the Developer of all requests for information under FOIA or the EIR that may relate to the Developer and/or in connection with this Agreement as soon as possible; and
- (b) at the same time as informing the Developer of a request for information under clause 17.5(a), inform the Developer of the date by which it intends to make a final decision whether or not to release information in response to that request for information (which National Highways shall use reasonable endeavours to ensure is not less than five Working Days of the date the Developer is notified of the request for information) and the date prior to which the Developer can make representations in accordance with clause 21.6.

17.6 Following receipt of National Highways request under clause 17.5(a), and up until two Working Days prior to the date notified to the Developer under clause 17.5(b), the Developer may make representations to National Highways as to whether and on what basis information should or should not be disclosed and such representations will be taken into account by National Highways provided always that National Highways shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this agreement or any other agreement whether any information is exempt from disclosure in accordance with the provisions of FOIA or the EIR.

18 SAVING OF NATIONAL HIGHWAY'S STATUTORY POWERS

18.1 Nothing contained or implied in this agreement shall involve the delegation by National Highways (in this clause 18 meaning National Highways Limited and its statutory successors) of any of its rights powers duties or obligations as a public authority or prejudice or affect the rights powers duties and obligations of National Highways or fetter the discretion of National Highways in the exercise of its functions as a public authority.

18.2 The rights powers duties obligations and discretion of National Highways under all public and private statutes bye-laws orders regulations and statutory instruments may be as fully and effectually exercised in relation to the Property as if this agreement had not been entered into.

18.3 No act or thing done by National Highways (including the giving or grant of any notice approval or consent) in pursuance of the provisions of this agreement (or any failure or omission by National Highways to do or give or grant the same) shall be deemed to be done or given or granted (or not as the case may be) by it in any capacity other than as the purchaser of the Property.

19 COUNTERPARTS

This Agreement may be executed in any number of counterparts which shall together constitute one agreement.

20 VARIATION

No variation of this Agreement shall be made other than by deed.

21 ASSIGNMENT

21.1 The Developer shall not assign, transfer, novate or part with or deal with in any other way whatsoever this Agreement save as permitted by this clause 21.

21.2 The Developer may assign, transfer or novate this Agreement to any party which National Highways Approves which has sufficient financial standing and capability to be able to comply with the Developer's obligations under this Agreement and under the Conditional Land Sale and Development Agreement

21.3 National Highways shall not assign, transfer, novate or part with or deal with in any way its interest and obligations pursuant to this Agreement which shall remain personal to National Highways;

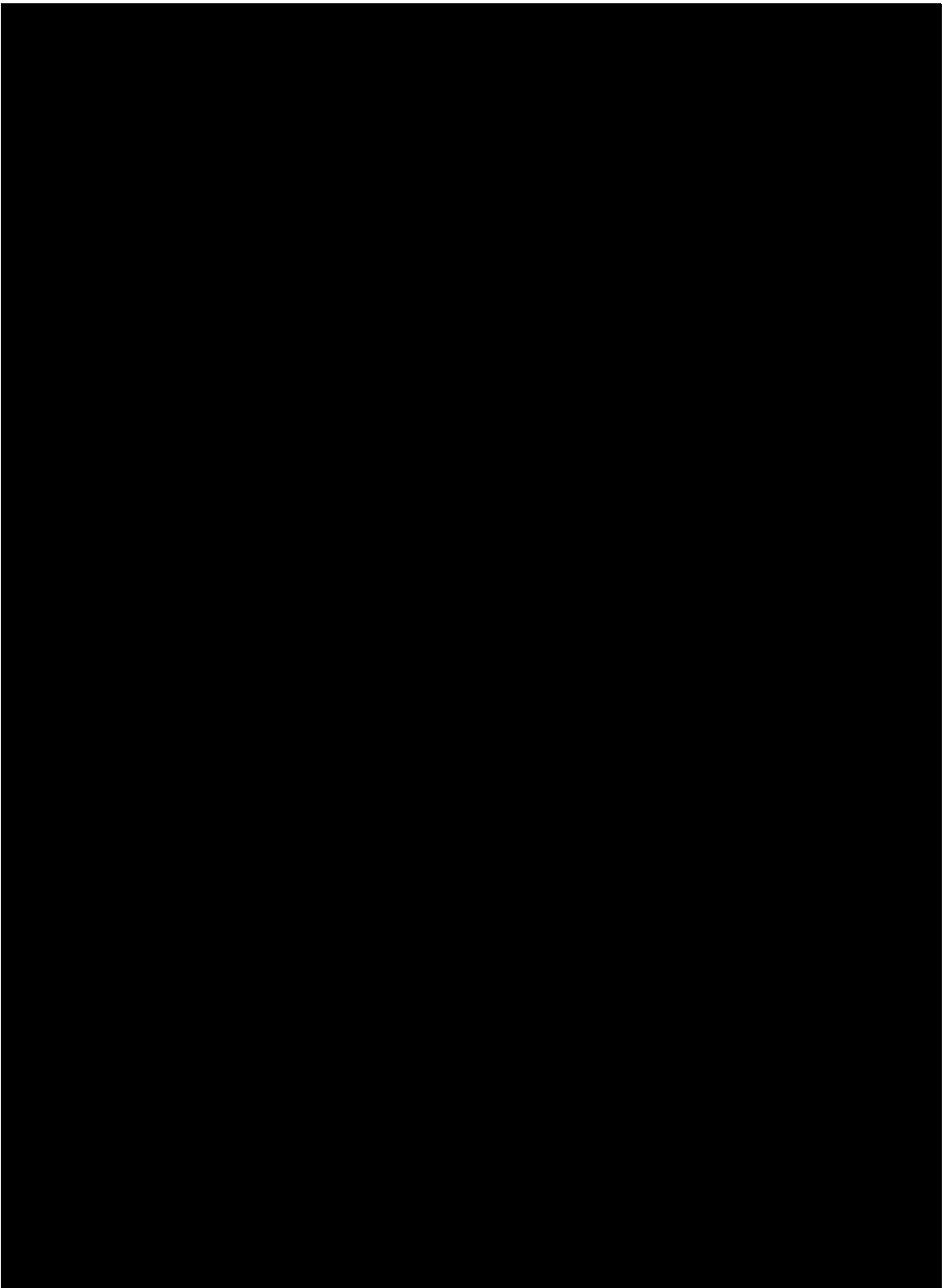
22 VAT

22.1 All consideration given for any other supply made (or deemed to be made) under this agreement is exclusive of any VAT and, if such VAT is or becomes chargeable, then the recipient of the supply shall pay to the supplier of the supply an amount equal to that VAT (in addition to the consideration) in exchange for a valid and properly addressed VAT invoice.

22.2 The Costs reimbursable under clause 5 shall not include any VAT charged to the Developer which the Developer is entitled to recover from HMRC though it is acknowledged and accepted that the Developer shall be entitled to charge VAT on the Costs sum charged to National Highways provided a valid VAT invoice for the same is provided. .

23 DELIVERY

This Agreement has been entered into on the date set out at the beginning of the document.



SIGNED by an authorised signatory for and on
behalf of **NATIONAL HIGHWAYS LIMITED** by

Name:

Job title:

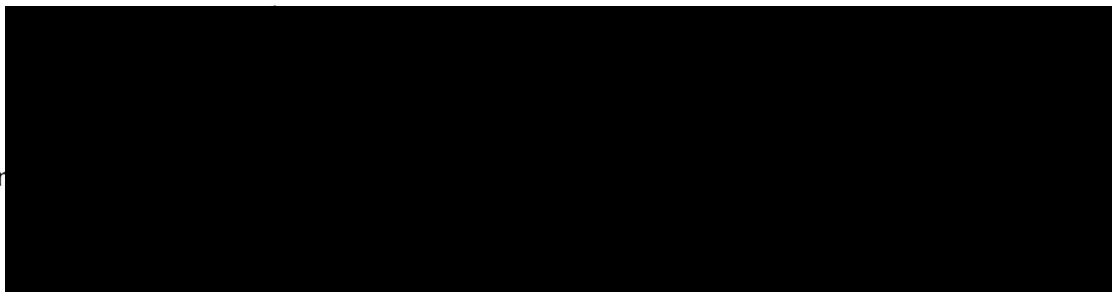
Company name:

SIGNED by an authorised signatory for and on
behalf of **WILTON DEVELOPMENTS LIMITED** by

Name:

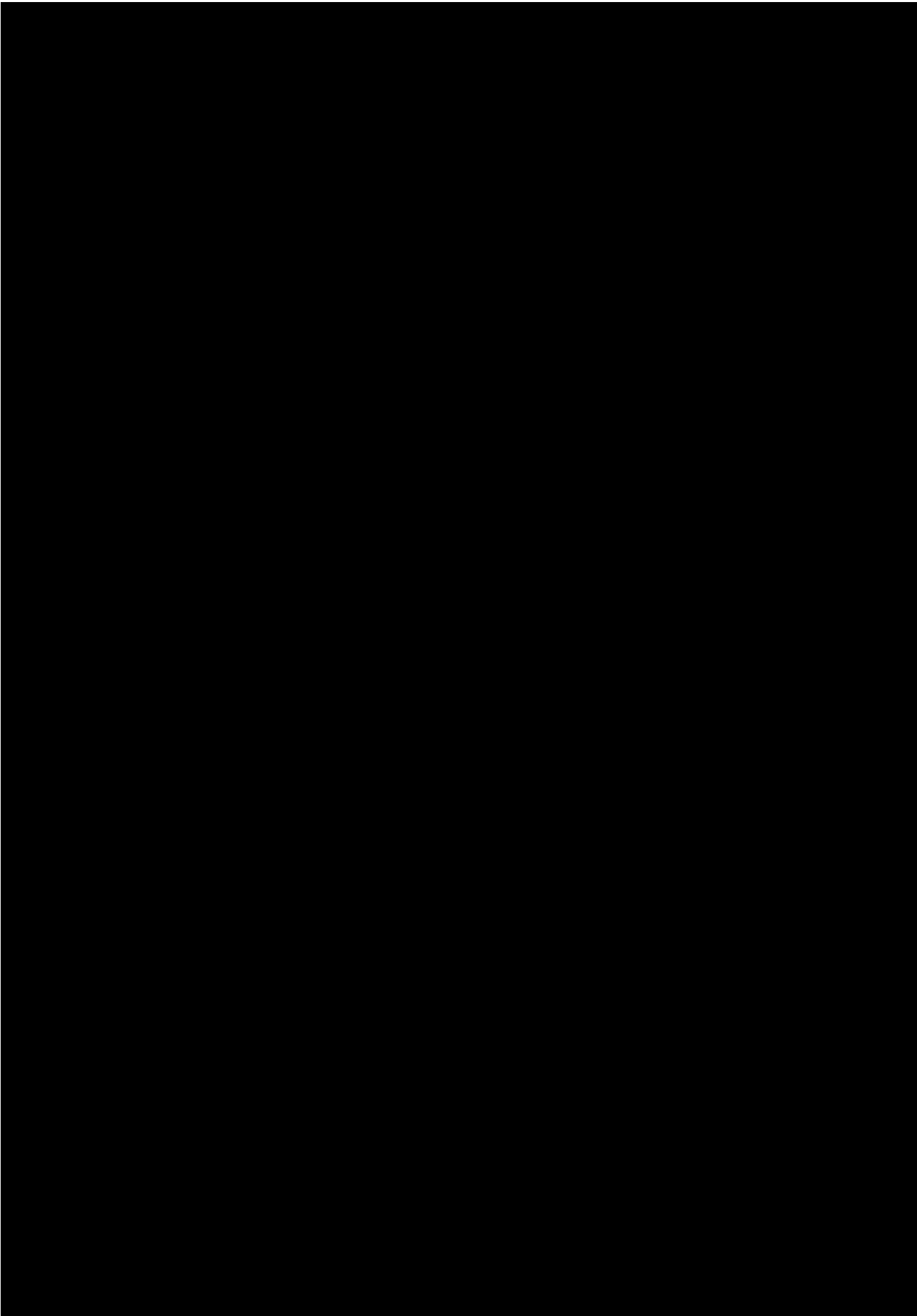
Job title:

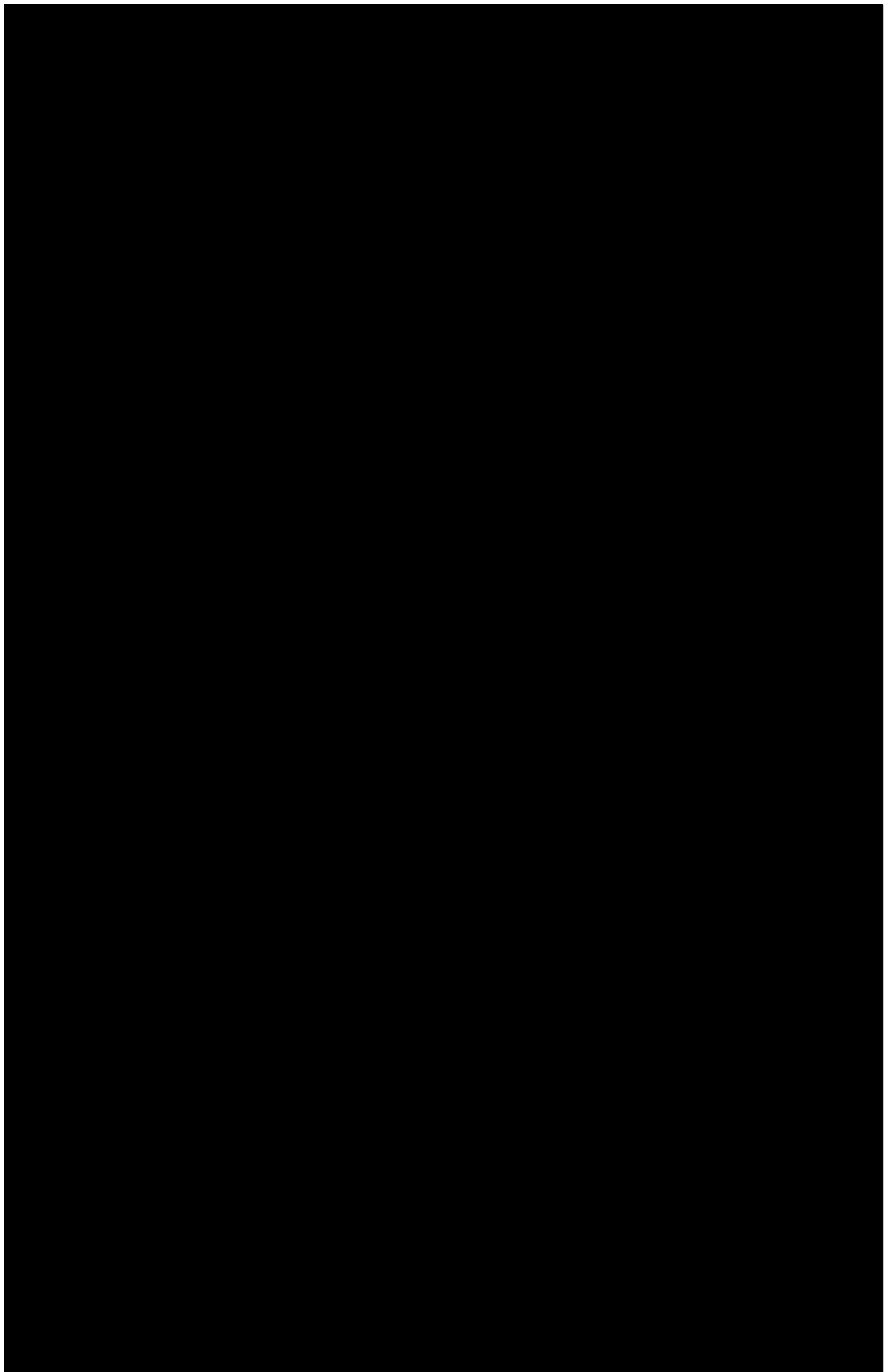
Company name:

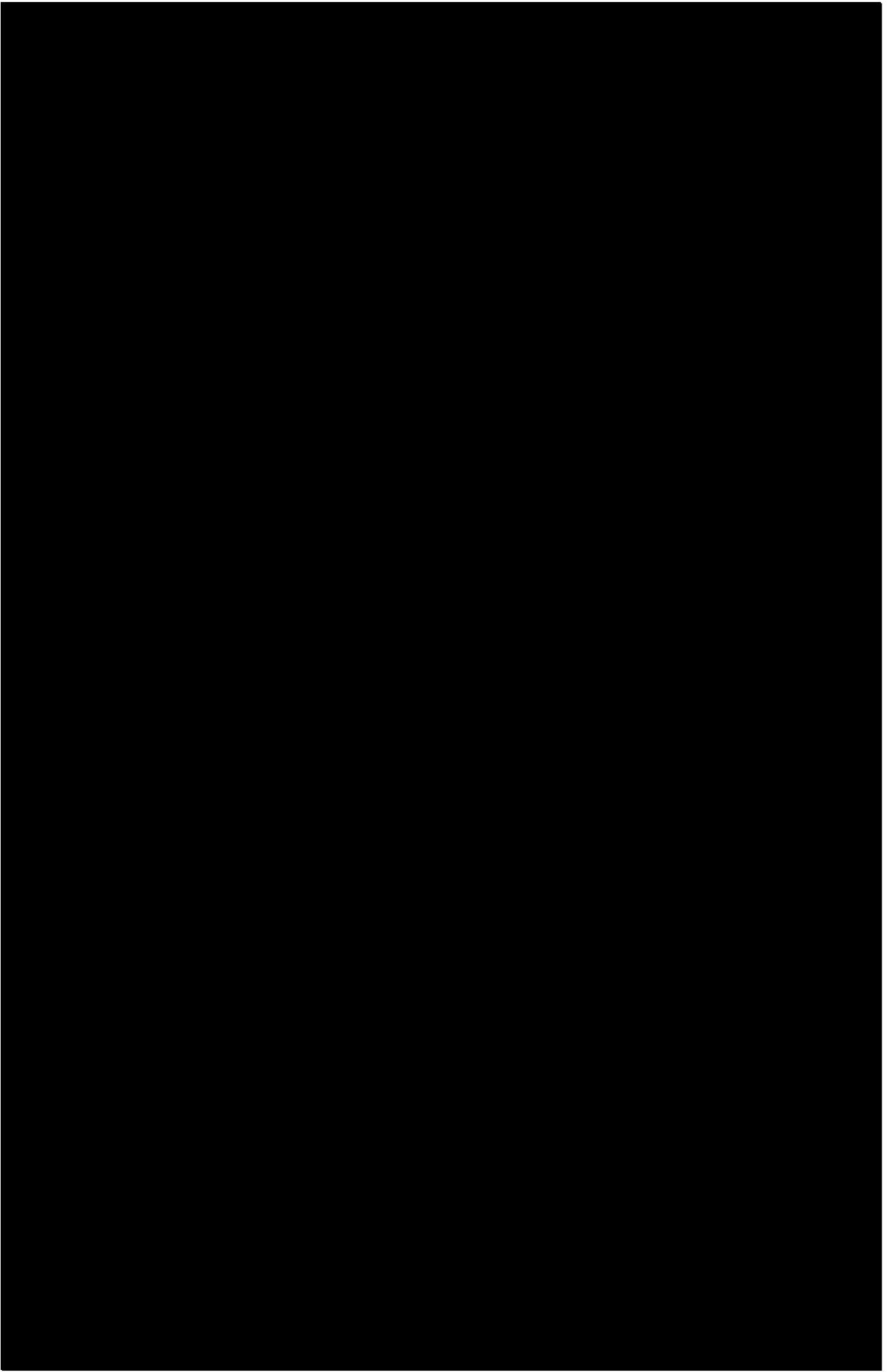


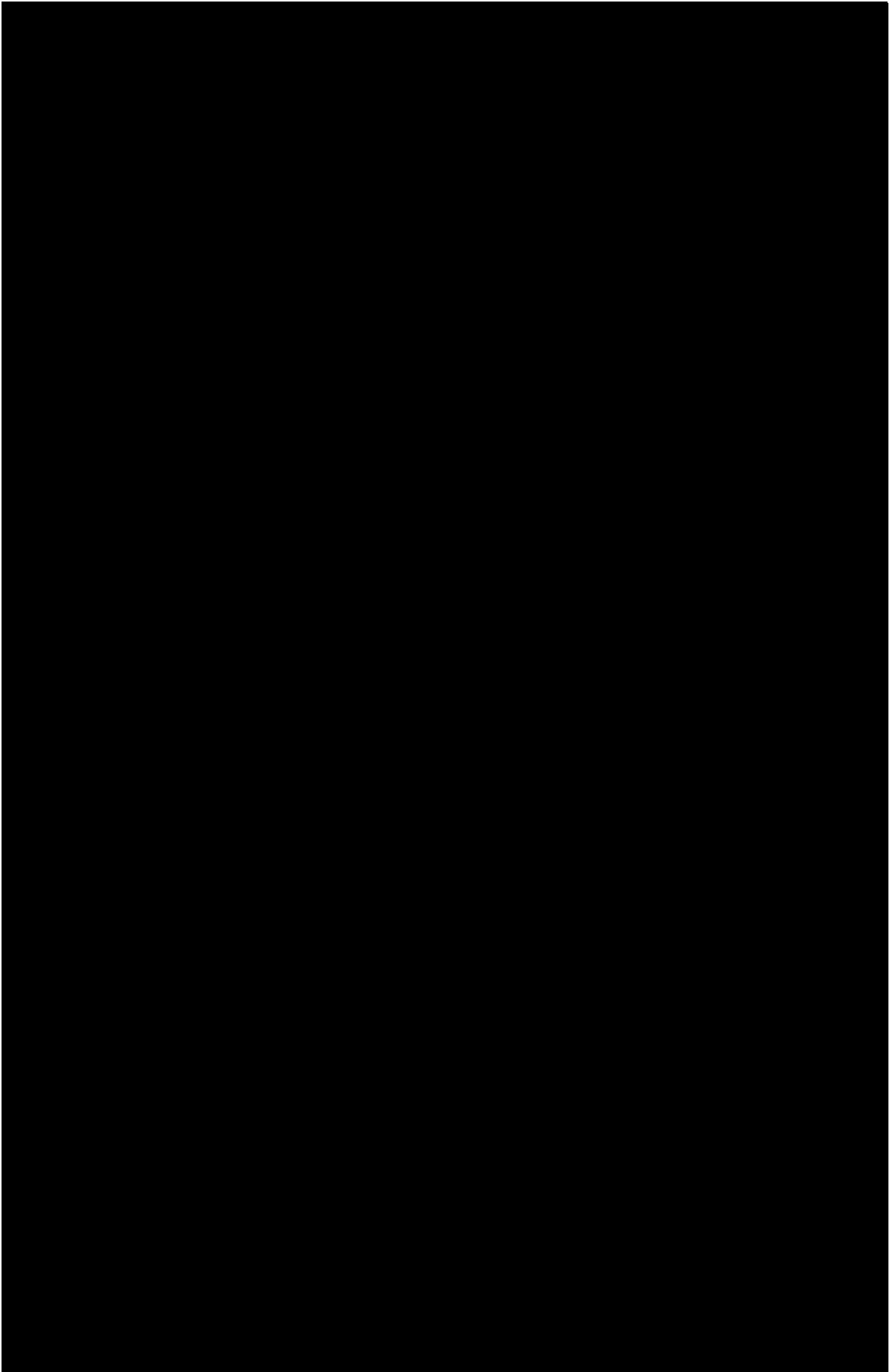
Appendix 1

Appendix 2









Appendix 3

