

Statement of Common Ground

between the Combined Landowners' Group comprising Bellway Homes, Hallam Land, Homes England, St Modwen, Summix and Wain Estates ("CLG")

relating to

the Worcestershire Parkway Strategic Growth Area ("WPSGA")

Date: 28 February 2025

The logo for Bellway, featuring the word "Bellway" in a bold, blue, sans-serif font with a thin orange swoosh underneath.The logo for Hallam Land, consisting of a dark green hexagon with the words "Hallam Land" in white, sans-serif font inside. Below the hexagon, the text "PART OF HENRY BOOT" is written in a smaller, dark green, sans-serif font.The logo for Homes England, featuring the Royal Coat of Arms crest above the words "Homes England" in a black, sans-serif font.The logo for St. Modwen, featuring a blue line-art swan above the text "ST.MODWEN" in a blue, sans-serif font.The logo for Summix, consisting of a dark purple rectangle with the word "SUMMIX" in white, bold, sans-serif font centered inside.The logo for Wain Estates, featuring the word "Wain" in a dark blue, cursive script font above the word "ESTATES" in a dark blue, sans-serif font.

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Appendix

Appendix 1: CLG MOU (dated 11 February 2025)

1. Introduction

- 1.1. This Statement of Common Ground (“SoCG”) relates to the Worcestershire Parkway Strategic Growth Area (WPSGA), which is proposed for allocation in the South Worcestershire Development Plan Review (SWDPR) in Policy SWDPR51. The boundary of the WPSGA is shown in **Figure 1**.
- 1.2. The Combined Landowners Group (“CLG”) comprises the six main landowners at Worcestershire Parkway which are Bellway Homes, Hallam Land (for Spetchley Estate), Homes England, St Modwen (for Merton College), Summix (as promoters and owners) and Wain Estates (as promoters). **Figure 2** shows land ownership at Worcestershire Parkway with the land controlled by the CLG identified. The CLG are referred to in this document as ‘the parties’.
- 1.3. The CLG has agreed a Statement of Common Ground (SoCG) with the South Worcestershire Councils in respect of policy SWDPR51 which was deposited with the Programme Officer on 10 February 2025.
- 1.4. There is further common ground between the CLG on matters which can assist the examination including:
 - Meeting affordable housing needs (Matter 6);
 - CLG evidence of joint working (Matter 9)
 - Viability (Matter 9); and
 - Specific education requirements at Worcestershire Parkway (Matter 9).
- 1.5. This SoCG sets out the CLG’s position on the above. It should be read alongside the SoCG agreed between SWC and the CLG (dated 6 February 2025).
- 1.6. In addition to the above, a separate SoCG has been agreed between the CLG and the SWCs on Matters 5 and 9 relating to Worcestershire Parkway’s contribution towards the Council’s housing land supply and its delivery trajectory. A further SoCG has also been agreed between the CLG and SWCs on an approach to sharing the costs of infrastructure to support the delivery of the allocation.
- 1.7. To assist the examination, the approach taken in this SoCG is to refer to the Inspectors’ Matters, Issues and Questions (MIQ) issued on 3 January 2025 (EXAM36) where relevant, using the referencing style: “**MIQ1**”.
- 1.8. This SoCG also cross refers to the SoCG agreed between SWC and the CLG (dated 6 February 2025).
- 1.9. This SoCG is provided without prejudice to other matters of detail not outlined in this document that the parties may wish to raise during the examination.

Figure 1 Worcestershire Parkway Strategic Growth Area Boundary

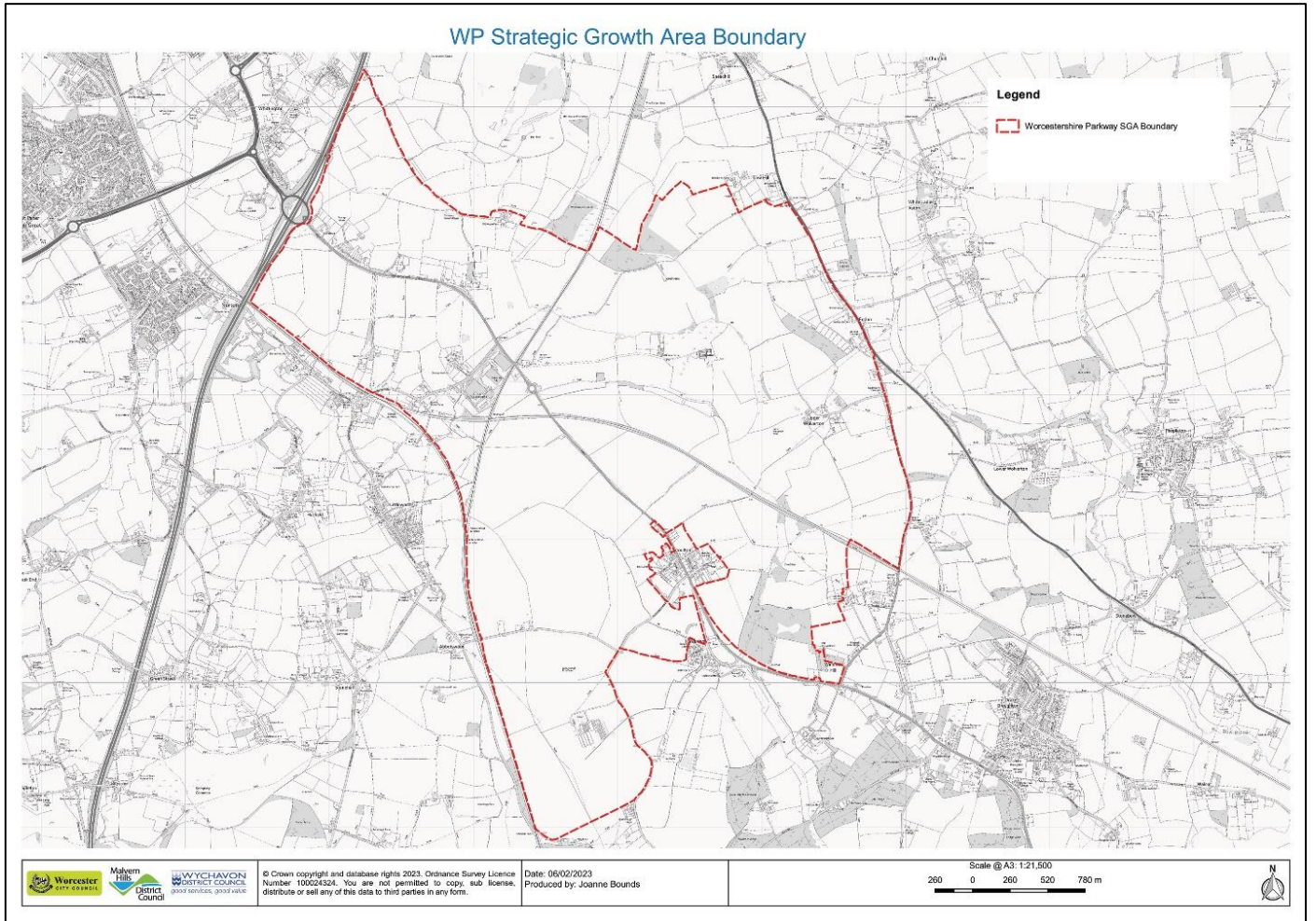
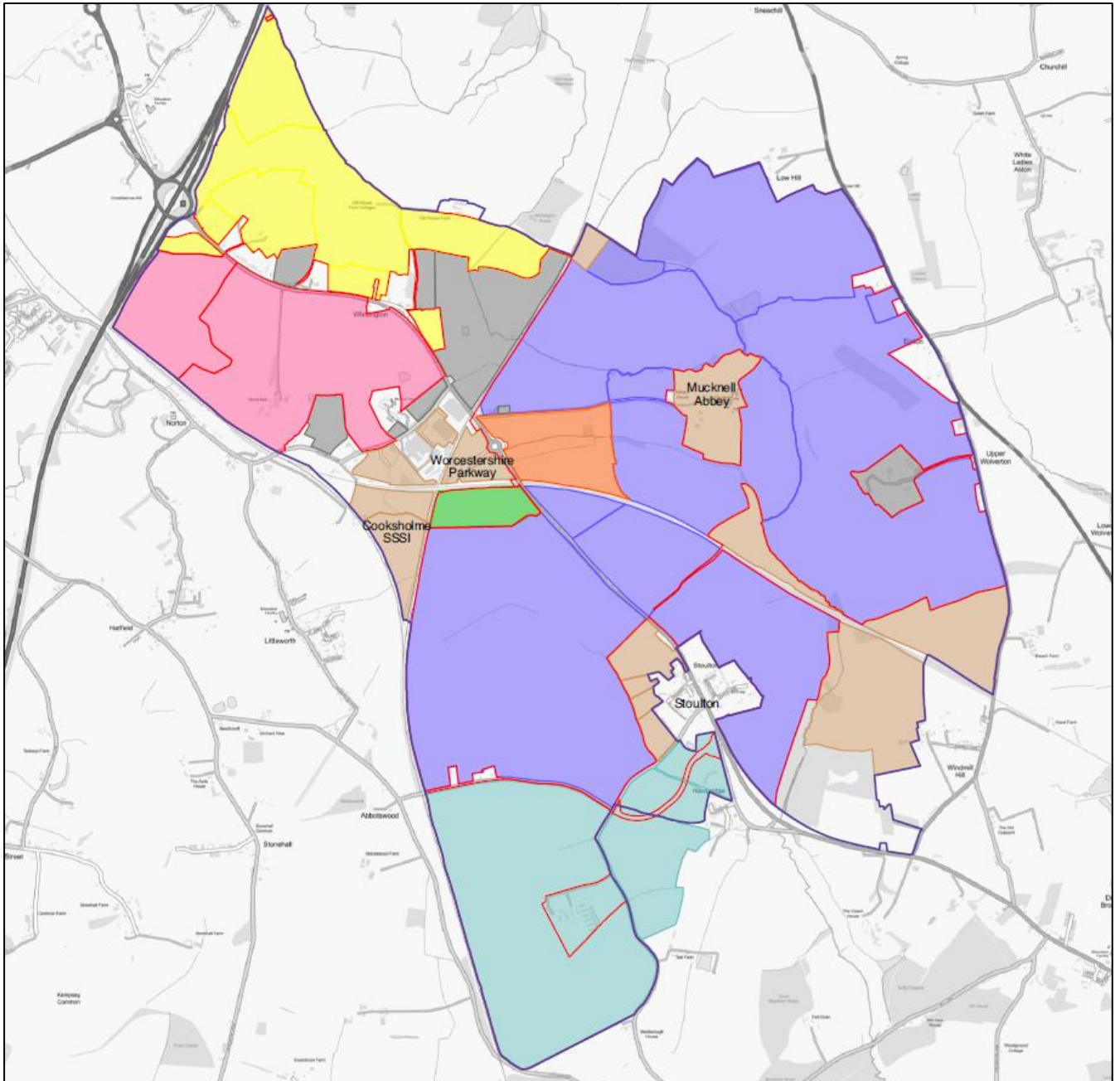


Figure 2 Landownership Map for Worcestershire Parkway



Promoter/ Developer	Areas
Bellway Homes	9.43 ha
Hallam Land	92.877 ha
Homes England	21.767 ha
Merton College and St Modwen	95.814 ha
Summix	530.769 ha
Wain Estates	146.008 ha
Grey	Promoted by third party
Brown	Not promoted
Blue outline	Allocation area
Red outline	Application areas

2. Worcestershire Parkway

- 2.1. Worcestershire Parkway is considered to be the most sustainable location for growth in South Worcestershire.
- 2.2. The SWDPR Spatial Strategy seeks to focus new development in locations with access to existing transport infrastructure, recognising the important role sustainable modes of transport play in managing the impact on climate change.
- 2.3. As a new community of significant scale, Worcestershire Parkway can comprehensively deliver a range of housing types and tenures and a quantum and breadth of employment and community infrastructure.
- 2.4. It is identified as the “best performing” strategic location assessed through the Sustainability Appraisal.
- 2.5. The CLG together control the majority of the total strategic allocation at Worcestershire Parkway and this consolidated land ownership position provides clarity and certainty for delivery.
- 2.6. The CLG has the necessary credentials, resources and commitment to deliver the new community (including freehold land), with at least 5,000 new homes by 2041, plus supporting physical, social and green infrastructure, as well as new commercial and employment opportunities.

3. Meeting Affordable Housing Needs

- 3.1. The CLG consider changes to Policy SWDPR18 are required to enable the level of affordable housing provision to flex subject to viability constraints that may arise during the delivery of the Worcestershire Parkway allocation.
- 3.2. The CLG consider that Part G of Policy SWDPR 18 is unreasonably restrictive and object to the wording as drafted (**MIQ53**).
- 3.3. Specifically, there is no evidenced justification, or support in either the NPPF or PPG, for viability assessment at the determination stage to be 'exceptional' or to be solely or 'usually' restricted to brownfield sites.
- 3.4. The CLG consider it essential that SWDPR18 has appropriate flexibility, such that the deliverability of all types of sites (not just those on brownfield land) can have recourse to viability assessment at the determination stage, where justified by the applicant.
- 3.5. The proposed modifications¹ to Part G of Policy SWDPR 18 set out below rectifies the issues of soundness identified:

~~"G. Exceptionally, and usually only on brownfield sites, w~~ Where it has been demonstrated by the applicant that the proportion of affordable housing sought by SWDPR 18 B would not be viable, the maximum proportion of affordable housing will be sought that does not undermine the development's viability. This should be demonstrated by the submission of a Financial Viability Assessments, prepared in conformity with the NPPF, PPG and relevant RICS guidance and professional standards, conforming to an agreed methodology will be required and, where necessary, t The LPA will arrange for the submitted evidence to be independently ~~appraised~~ reviewed by a suitably experienced chartered surveyor at the expense of the applicant."

- 3.6. This is considered to be a better framing of the policy which will enable the development of a new settlement with significant upfront infrastructure costs to come forward early and over time recover those initial costs as revenues grow and step up affordable housing delivery in later phases.

¹ Note: struck through text is removed from the current policy and text underlined represents proposed additions to the text

4. CLG Evidence of Joint Working

- 4.1. The CLG has worked collaboratively for over three years to deliver the new community and has agreed a Memorandum of Understanding (MOU) to support the delivery of the allocation (**MIQ91**). A copy of the signed MOU is provided at **Appendix 1**.
- 4.2. The CLG is working in collaboration to support the delivery of Worcestershire Parkway. This has included the commissioning of technical assessments, joint approaches to public consultation, visioning and master planning work, as well as partnership working with SWC and WCC.
- 4.3. Collaboration will continue to ensure a joined-up and holistic approach to development of the significant part of the allocation under the CLG's control including on strategic infrastructure delivery.
- 4.4. The CLG will continue to work closely with the SWCs in the preparation of the framework masterplan and Worcestershire Parkway Supplementary Planning Document as the scheme progresses.
- 4.5. The CLG will collaborate on outline planning application(s) for the parts of the site under its control, with reserved matters (or full) applications brought forward by individual development parcels to ensure timely development and contribute to delivering SWC's housing trajectory.
- 4.6. Worcestershire Parkway benefits from having land owned or controlled by a willing house builder with freehold interest, site promoters, master developers, and landowners, supported by engagement with Homes England (also a landowner). This alignment provides a strong foundation for collaboration and ensures that land assembly can be achieved efficiently to facilitate early delivery.
- 4.7. The CLG includes members with a significant record of delivering large-scale development supported by the necessary services, utilities and infrastructure to support them.
- 4.8. The CLG agree that there needs to be a mechanism for ensuring that all the strategic infrastructure required for the development of the WPSGA is delivered.
- 4.9. The CLG agree that all landowners and developers of land within the WPSGA benefitting from such strategic infrastructure should contribute towards the costs of that infrastructure on a fair, proportionate and consistent basis.
- 4.10. This reflects Clause 4(d) of the signed Memorandum of Understanding (MOU) between the parties which identifies that the parties intend to co-operate with each other and contribute to discussions concerning the approach to delivery of the strategic infrastructure including, but not limited to, discussions concerning a potential Framework S106 approach and potential options regarding the equalisation of strategic infrastructure costs.
- 4.11. Further, Part Oii of the revised policy SWDPR51 requires all applicants to enter into appropriate legal agreements to ensure that contributions are secured on an equitable/ pro rata basis to ensure the costs of site wide infrastructure required to secure the comprehensive delivery of the garden community are shared in a fair and reasonable manner.

- 4.12. The CLG agree that for Clause 4(d) of the MOU, and the requirements of Part Oii of SWDPR51 to be achieved, an appropriate legal agreement could be a Template Framework Section 106 Agreement ('Template FS106'.) This would be a template agreement, prepared by the local planning authority in collaboration with the CLG and which would be used by the local planning authority as a base document when negotiating all Section 106 agreements required in relation to development proposals coming forward in WPSGA.
- 4.13. The Template FS106 would be based on the latest agreed WP IDP (ie the most recent IDP in place at the time of signing the Template FS106). The WP IDP will set out each item of strategic infrastructure required by the development of the WPSGA, together with the estimated cost of delivering that item of infrastructure and make it clear whether all development in the WPSGA or only certain development in the WPSGA is to contribute towards that item of infrastructure. The IDP should be a 'living' document, allowing items of infrastructure and their costings to be regularly updated. The SWCs in collaboration with the CLG would decide a means of fairly and consistently apportioning the costs of the strategic infrastructure – for example, on a per dwelling basis according to the number of dwellings anticipated and/or floorspace attributable to employment/commercial development to benefit from that item of infrastructure.
- 4.14. The CLG agree that the Template FS106 could be used as the approach both before and after adoption of the WP SPD – before adoption, the Council could resolve to use the Template FS106 either at planning committee or Full Council – to ensure that applications in WPSGA which come forward in advance of adoption of the SPD are treated on an equivalent basis, as far as infrastructure delivery is concerned, to those that come forward after adoption of the SPD.
- 4.15. The approach is set out in more detail in the SoCG agreed with the SWC's on this matter.

5. Viability

5.1. The relevant MIQs are:

MIQ.96 What is the evidence that the proposed allocation at Worcestershire Parkway would be viable?

5.2. In respect of **MIQ96**, the Councils' viability evidence is set out in EXAM41 and 41A which was published on 4 January 2025. This sets out the conclusion that the Worcestershire Parkway allocation is fully viable on a policy compliant basis subject to securing public funding investment of £13,400 per unit (£134m) across the full 10,000 unit scheme.

5.3. The CLG acknowledge and accept that the evidence confirms Worcestershire Parkway requires external funding to deliver 40% affordable housing and other S106/infrastructure obligations sought accordance with policy SWDPR51 and SWDPR18 on a present-day point-in-time viability basis.

5.4. The CLG has independently been undertaking viability testing on a joint basis to independently verify this, which remains ongoing.

5.5. Firstly, the CLG has identified that there are efficiencies that can be introduced at the determination stage, which will enhance financial viability. Namely:

- a. There is scope to refine the dwelling unit mix to better reflect market demand and delivery practice, which will increase residential density and coverage to circa 15-16,000 sqft per net developable acre. This provides improved land efficiency and drives higher value from residential land parcels.
- b. There is scope to refine residential construction costs on the assumption that national housebuilders will deliver the majority of housing development at Worcestershire Parkway, which would reflect economies of scale secured via their procurement capabilities. This would also reduce costs and drive higher value from residential land parcels.
- c. The S106 and enabling infrastructure costs are presently highly frontloaded, which places a substantial cost burden on the first 1,300 dwellings to be delivered at Worcestershire Parkway. There is potential to explore maximising opportunities to more efficiently and equitably distribute these costs over the development programme, which would spread the costs more evenly and reduce the roll-up of interest costs.
- d. In the event that public sector intervention be secured via forward funding, grant or sub-market infrastructure loan arrangements, this could also be utilised to subsidise early infrastructure capital works to further lessen the cost burden, with loans repaid over the lifetime of the scheme via an equitable Framework S106 approach (please refer to the SoCG between the CLG and SWC on this) on residential and employment development sales as delivery progresses.

- 5.6. Homes England can confirm that the Worcestershire Parkway New Settlement (WPNS) is identified as a key priority project within the Agency's rolling 5 year Business Plan.
- 5.7. On 12th February 2025, Homes England received full endorsement to proceed to the preparation of a Full Business Case (FBC) by Investment Committee (comprising Homes England, HMT and MHCLG). The Agency will commence work with project partners and stakeholders to undertake the preparation of the FBC. This work will comprise due diligence, further technical work to provide evidence of costs and deliverability, and to set out delivery and phasing strategies, funding strategies and any necessary legal structures (this list is not exhaustive). The FBC will underpin the subsequent formal approval of funding and other interventions (including enabling and co-ordination functions).
- 5.8. The FBC process will be predicated on a comprehensive approach to development that achieves both acceleration but also Agency and Government strategic objectives relating to quality, sustainability, social value, affordable housing, long term stewardship and a shared Vision. The preparation and testing of the allocation within the Local Plan Examination will be an important part of demonstrating this comprehensive approach.
- 5.9. Alongside significant public investment, the SoCG between the SWC and CLG supports the revised policy wording in SWDPR51 which refers to 40% affordable housing being delivered in accordance with Policy SWDPR18². Part G of Policy SWDPR18 allows for viability assessment to be undertaken at determination stage which will support deliverability should viability constraints arise, however the CLG consider changes to Policy SWDRPR18 are also required to enable flexibility in the provision of affordable housing tenures, mix and overall proportions to facilitate delivery. The CLG's comments and proposed changes to Policy SWDPR18 are addressed in Section 3 of this SoCG under Matter 6 (MIQ53).
- 5.10. In addition, it is critical that the SWDPR incorporates sufficient flexibility in the policy wording to support the early delivery of homes, employment uses, services and infrastructure.
- 5.11. This combination of Homes England's identification of the site as a priority accelerator project, the active seeking of funding now that further viability evidence has been produced, and the flexibility inherent in policy to consider viability during the lifetime of the project along with treating the IDP as a living document means this can satisfy the requirement in the PPG at paragraph: 059 Reference ID: 61-059-20190315 to demonstrate a "reasonable prospect" that the proposals can be delivered in the timescales envisaged.

² Please note that St Modwen consider that "up to" should be included before "40%" in Part A of the revised policy wording.

6. Specific Education Requirements

6.1. This section is focused on the education requirements for the Worcestershire Parkway allocation. It focuses on the primary and secondary education requirements and does not consider SEND or Post 16 education provision.

6.2. The relevant MIQs are:

MIQ.100 What is the justification for the specific education requirements set out in G iv?

6.3. As outlined in the SoCG (see paragraph 3.37), the CLG supports the need for the garden community to meet the full needs arising for education provision. However, it does not agree with the need to include specific education requirements within the policy wording and, in particular, the proposed trigger points set out in G iv of the regulation 19 policy or Part P i, ii, and iii of the revised policy (MIQ100).

6.4. Part P of the revised policy currently states that:

P. The delivery of the garden community will include new educational facilities which will be delivered in line with a monitor and manage approach to ensure that provision matches the needs arising from the development in a phased and co-ordinated manner. It is currently anticipated that the scheme will require:

i. A total of 9 forms of entry primary schools to 2041 alongside nursery provision, SEND and Post 16 facilities (to be located in the town centre);

ii. A secondary school (7 forms of entry) of which a minimum of 4 forms must be delivered prior to the occupation of 800 homes to serve the needs of the development;

iii. Land to be safeguarded for the provision of a further secondary school) and three additional primary schools (2 x 3 forms of entry and 1 x 2 forms of entry) post plan period.

The provision of new primary and secondary educational infrastructure on site beyond the Plan period will need to meet in full the needs of the development and must have regard to the most recent IDP and the educational strategy in the WPSPD.

Specific education requirements

6.5. The CLG consider that that sub-paras (i) to (iii) are not necessary and are overly prescriptive given that the wording includes a requirement that education provision will match the need arising from the allocation.

6.6. The IDP is considered by the CLG to be the best place to set out the required education requirements for Worcestershire Parkway. As the revised policy for SWDPR51 notes, the IDP will be a living document and will be updated from time to time (see Part Oii of the policy). By including it within the

IDP, which can be updated more freely than the SWDPR, this enables the requirements for schools to be based on up-to-date information and is considered by the CLG to be the appropriate document to set out the required education provision for a scheme of this size.

6.7. It is inherently difficult to set out accurate and specific education requirements to meet the needs arising from Worcestershire Parkway over the next 20 – 40 years (ie the expected lifetime of the allocation) within the SWDPR. This is due to:

1. The evolving nature of pupil yields and population data which will change over the course of the development;
2. The peaks and troughs in child yields over the lifetime of major developments; and
3. The currently unknown number of exempt dwellings.

6.8. The CLG are aligned and agree that the policy should not be so prescriptive (as set out in 6.4 above) in respect of education provision at Worcestershire Parkway.

Pupil yields and population data

6.9. Pupil yields are heavily influenced by changes to population data with current population growth, and the increased demand in schools place being heavily driven by high levels of migration.

6.10. It is difficult to predict how population growth and school places, which is currently driven in large part by high levels of migration, will change over time. By incorporating the education requirements within the IDP (which will be a living document), rather than in the policy wording for SWDPR51, this can assist WCC in being more adaptable to changing circumstances by updating the IDP more frequently.

The peaks and troughs in child yields

6.11. What child yields do not take in to account (and this is often overlooked when utilising crude child yields on major development schemes) is that there is a peak in child yields from new developments (with new families moving in) which then falls as the housing becomes stock housing, as people often do not move, and do not continue having children as they age.

6.12. The yield of developments of this size falls by circa 30% over time. WCC should be aware of this, and accordingly will not want to put in too much infrastructure, when it is evident that later phases of the development will support the first school(s) delivered on site. Therefore, while it is not excessive to identify the need for four schools on site for the first 5,000 dwellings, there is a very strong possibility that not all of the schools will not be required, because of this eventuality of falling numbers.

Exempt dwellings

6.13. The DfE's latest pupil yield dataset for Wychavon District (2022) currently identifies the following pupil yields.

Table 2: WDC pupil yields

	Pupil Yield
Pre-School	0.081
Primary	0.051
Secondary	0.038

6.14. The method for calculating the pupil requirement for each type of education provision listed above is as follows:

(Number of chargeable dwellings X Pupil yield per dwelling) X Number of year groups) = the number of additional places required to be funded

6.15. Using these pupil yield figures as a starting point, depending on the size of the development, it would result in the following pupil yield numbers and associated number of form entries (FE) required.

Table 3: School places based on WCC pupil yield

Total No. of Homes	Pre-School (no. of pupils)	Primary		Secondary	
		No. of pupils	No. FE	No. of Pupils	No. FE
300	24	107	0.5	57	0.4
600	49	214	1.0	114	0.8
800	65	286	1.4	152	1.0
1,200	97	428	2.0	228	1.5
2,400	194	857	4.1	456	3.0
3,000	243	1,071	5.1	570	3.8
3,600	292	1,285	6.1	684	4.6
5,000	405	1,785	8.5	950	6.3
10,000	810	3,570	17.0	1,900	12.7

6.16. This broadly reflect the level of provision identified in Policy SWDPR51 (Part P i-iii) with the exception of secondary school places which has reduced slightly.

6.17. However, WCC's Education Planning Obligations Policy (August 2020) states that the following properties will be exempt from the calculation of pupil places:

- Developments that are 100% for commercial use (Class B1);
- All houses and flats with a maximum of one bedroom;
- Homes for older people as defined in the NPPF;
- Flats or apartments, specifically designed as student accommodation; and
- Specialist housing for people with disabilities.

6.18. All of the above will be included in the proposed development at Worcestershire Parkway and therefore not all homes provided on the allocation will generate the need for school places.

6.19. Draft Local Plan policy SWDPR 16: 'Housing Mix and Standards' states that the housing mix will be informed by the latest Strategic Housing Market Assessment (SHMA) and, where available, by other local data; this could include SWC housing registers, Neighbourhood Plans, parish surveys, parish plans, the latest council position statements and developers' assessments.

6.20. The Malvern Hills, Worcester City and Wychavon Strategic Housing Market Assessment (SHMA) was published in 2021. Table ES4 provides a summary of the overall housing mix for SWC and this is provided below.

Table 4: SHMA (2021) dwelling mix

Table ES4 Overall dwelling mix by tenure: SWDP			
Dwelling type and size	Tenure mix (range)		
	Market dwellings	Social/Affordable Rented	Affordable Home Ownership
1 and 2-bedroom house	15-20%	10-15%	15-20%
3-bedroom house	35-40%	20-25%	35-40%
4 or more -bedroom house	20-25%	0-5%	15-20%
1-bedroom flat	0-5%	20-25%	5-10%
2 or more bedroom flat	5-10%	20-25%	15-20%
1-bedroom bungalow/level access	0-5%	10-15%	0-5%
2-bedroom bungalow/level access	5-10%	5-10%	5-10%
3 or more bungalow/level access	5-10%	0-5%	0-5%
Other	0-5%	0-5%	0-5%

6.21. Assuming that a minimum of 10% of all dwellings are either 1-bedroom units or for older people (which are exempt) this results in the following applicable number of homes for calculating school places.

Table 5: School places with 10% reduction in applicable homes

Total No. of Homes	90% applicable homes	Pre-School (no. of pupils)	Primary		Secondary	
			No. of pupils	No. FE	No. of Pupils	No. FE
300	270	22	96	0.5	51	0.3
600	540	44	193	0.9	103	0.7
800	720	58	257	1.2	137	0.9
1,200	1,080	87	386	1.8	205	1.4
2,400	2,160	175	771	3.7	410	2.7
3,000	2,700	219	964	4.6	513	3.4
3,600	3,240	262	1,157	5.5	616	4.1
5,000	4,500	365	1,607	7.7	855	5.7
10,000	9,000	729	3,213	15.3	1,710	11.4

6.22. Table 5 above demonstrates that once exempted properties are taken into account, this reduces the number of school places required (and FE) at Worcestershire Parkway.

6.23. If a greater proportion of 1 bedroom and older people housing is provided on the site, then this will in turn reduce the quantum of school places (and potentially the number of schools) that would be required on the site.

6.24. Once peaks and troughs of demand are taken into account, this could result in fewer schools being required over the lifetime of the development. Given the significant costs associated with providing new schools, the reduction in overall need could have a positive impact on overall scheme viability.

Specific education requirements

6.25. In terms of timing of delivery, the latest IDP identifies the following:

Table 6: IDP Phasing of School Delivery

School	Detail	Delivery Phasing / Completions
Phase 1		
Primary School No.1	2FE Primary School	300
Secondary School No. 1	4FE Secondary School	800
Post 16 Provision	Post 16 Provision	800
Primary School No.2	2FE Primary School	1,200
Primary School No.3	2FE Primary School	2,400
Secondary School No. 1	Expand Secondary School to 7FE	3,000
Primary School No.4	3FE Primary School	3,600
SEND Provision	SEND Provision	5,000

6.26. The revised policy SWDPR51 Part Pii reflects the above and includes a trigger for the first secondary school which is required at 800 occupations.

6.27. The CLG consider that the above phasing needs to be challenged on the basis that the provision of schools (and their associated cost) is likely to be too early based on the number of pupils that would be generated from the scheme based on the occupations.

6.28. For example, using the DfE's pupil yield figures for Wychavon District (without exemptions), table 7 below shows how many pupils/form entry would be generated at each of the occupation triggers identified in the IDP.

Table 7: Number of pupils / FE

Detail	Delivery Phasing / Completions	No. of pupils			
		Primary	FE	Secondary	FE
2FE Primary School	300	107	0.5	57	0.4
4FE Secondary School	800	286	1.4	152	1.0
2FE Primary School	1,200	428	2.0	228	1.5
2FE Primary School	2,400	857	4.1	456	3.0
Expand Secondary School to 7FE	3,000	1,071	5.1	570	3.8
3FE Primary School	3,600	1,285	6.1	684	4.6

6.29. The table above identifies that:

- The provision of the second and third primary schools are provided too early to support the number of pupils on the site; and
- There would be insufficient pupils to support the 4FE secondary school at 800 completions (only sufficient numbers to support 1FE).

6.30. Once exempted properties are taken into consideration the actual numbers of pupils would be even less.

6.31. By introducing the education provision too early, this places more pressure on the CLG/LEA to pay for and deliver the provision before it is neither needed nor viable to do so. It also risks unintended consequences. These could include drawing in pupils from a wider geographical area than Worcestershire Parkway, which could impact viability of schools elsewhere in Wychavon District, Worcester and Worcestershire more generally. It may also result in generating unnecessary vehicle trips and unsustainable travel patterns as children have to travel from further afield to the new school.

6.32. Careful consideration therefore needs to be given to how the education provision is delivered in the most efficient and viable manner, both in terms of timing and placement to limit the pressure that the significant costs will place on the development. The introductory paragraph to Part P of the revised policy notes that the delivery of the new educational facilities will be delivered in line with a monitor and manage approach to ensure that provision matches the needs arising from the development in a phased and co-ordinated manner. The CLG supports this.



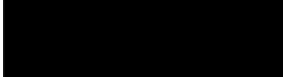



6.33. However, the CLG's view is that specific triggers for new schools should be removed from the policy wording for SWDPR51 and addressed instead in the IDP which will be a living document. This would also provide some flexibility of who delivers the schools as this in turn could influence the timing of delivery of the schools which should not be overly restricted by including defined triggers within the policy wording.

7. Conclusion

- 7.1. This SoCG has been prepared by the CLG to assist the examination and sets out the CLG's position on the matters and MIQs included within. It should be read alongside the SoCG agreed between SWC and the CLG (deposited with the programme office on 10 February 2025) and the further Statements of Common Ground agreed between SWC and the CLG on housing land supply and delivery trajectory matters, and on the approach to sharing of infrastructure costs.
- 7.2. This SoCG is provided without prejudice to other matters of detail not outlined in this document that the parties may wish to raise during the examination.

8. Signatories

8.1. This Statement has been agreed and signed by the following:

<p>Bellway Homes</p> <p>Name: Fergus Thomas</p> <p>Position: Strategic Land Director – Central Region</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 	<p>Hallam Land</p> <p>Name: Andy Birch</p> <p>Position: Executive Director</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 	<p>Homes England</p> <p>Name: Ben Frodsham</p> <p>Position: Head of Planning & Enabling - Central</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 
<p>St Modwen</p> <p>Name: Rebecca Palmer</p> <p>Position: Senior Planning Manager (St Modwen Developments Limited)</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 	<p>Summix</p> <p>Name: Niamh O'Connor</p> <p>Position: Partner (Summix MDB Development Ltd and WPW Development Ltd)</p> <p>Date agreed: 28.02.2025</p> <p>Signature</p> 	<p>Wain Estates</p> <p>Name: Neil Lewis</p> <p>Position: Planning Director</p> <p>Date agreed: 28.02.2025</p> <p>Signature:</p> 

Appendix 1: CLG MOU

Dated

11 February

2025

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES IN RELATION TO THE PROPOSED
WORCESTERSHIRE PARKWAY SITE ALLOCATION AND ITS ASSOCIATED STRATEGIC
INFRASTRUCTURE REQUIREMENTS**

PARTIES

- 1) Bellway Homes Limited (company registration number 00670176) whose registered office is at Woosington House, Woosington, Newcastle upon Tyne, NE13 8BF ("**Bellway**");
- 2) Hallam Land Management Limited (company registration number 02456711) whose registered office is at Isaacs Building, 4 Charles Street, Sheffield, S1 2HS ("**Hallam**");
- 3) Homes and Communities Agency (trading as Homes England) of The Lumen, 2nd Floor, St James Boulevard, Newcastle Helix, Newcastle upon Tyne, NE4 5BZ ("**Homes England**");
- 4) St. Modwen Developments Limited (company registration number 00892832) whose registered office is at Two Devon Way, Longbridge, Birmingham, B31 2TS ("**St. Modwen**");
- 5) Summix WPW Developments Limited (company registration number 11758039) whose registered office is at Fifth Floor, Berkeley Square House, Berkeley Square, London, W1J 6BY ("**Summix WPW**");
- 6) Summix MDB Developments Limited (company registration number 11475788) whose registered office is at Fifth Floor, Berkeley Square House, Berkeley Square, London, W1J 6BY ("**Summix MDB**"); and
- 7) BSL Strategic Limited (company registration number 09276055) whose registered address is at Fontwell House, Trident Business Park, Risley, Warrington, WA3 6BX ("**BSL**").

(collectively the "**Parties**" and "**Party**" means each and any of the above)

RECITALS

- A. The land comprising the Worcestershire Parkway strategic site allocation (the "**Site**") is proposed to be allocated in draft policy SWDPR 51 of the emerging South Worcestershire - Development Plan Review ("**SWDPR**") for approximately 10,000 new dwellings and at least 50 hectares of employment land with associated facilities and infrastructure to be developed in a phased manner ("**Proposed Allocation**").
- B. The SWDPR is being brought forward by the three south Worcestershire councils ("**SWCs**") comprising Worcester City, Malvern Hills District, and Wychavon District Councils. The SWDPR reached Regulation 19 consultation stage in November 2022 and the SWCs submitted the draft SWDPR to Secretary of State for examination on 27 September 2023. The dates for the hearings to examine the SWDPR are yet to be announced, pending receipt of further evidence by the Planning Inspectorate on behalf of the Secretary of State.

- C. The Parties agree that there will be a need for strategic infrastructure to be delivered as part of the Proposed Allocation including, for example, schools, health facilities, parks and community facilities as well as new transport infrastructure both on-Site and potentially off-Site (“**Strategic Infrastructure**”).
- D. Draft policy SWDPR 51 anticipates the subsequent preparation and approval of:
 - i. a ‘Spatial Framework’ Supplementary Planning Document (“**SPD**”) for the strategic allocation to provide detailed policy and design guidance to ensure comprehensive development and delivery; and
 - ii. a comprehensive masterplan for the Site (“**Masterplan**”) to be developed by the Parties in collaboration with and agreed by the SWCs.
- E. The purpose of this Memorandum of Understanding (“**MoU**”) is to demonstrate that the combined landowners’ group (“**CLG**”) has a foundation to work collectively to discuss and debate key allocation-wide matters as detailed in the document. It intends to demonstrate to all parties that the CLG have a combined intent to deliver the policy requirements of SWDPR 51 whilst protecting individual and group interests at the examination in public of the SWDPR, during the submission of planning applications and into delivery of the Proposed Allocation, at all times acting reasonably and in good faith.
- F. Save for the provisions in Schedule 1 (Confidentiality) and Schedule 2 (Freedom of Information), this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the terms of this MoU.

IT IS HEREBY AGREED between the Parties as follows:

TERMS

SHARED OBJECTIVES

- 1. The Parties agree the following shared objectives (“**Shared Objectives**”):
 - a) Objective 1: The Parties intend to co-operate, as is reasonably necessary, without undue delay in order to successfully deliver the Proposed Allocation.
 - b) Objective 2: Each Party shall, so far as is reasonably considered to be necessary to achieve these Shared Objectives, seek to each co-operate, collaborate, and work with each other in the pursuit of Objective 1 and will, so far as is reasonably practicable, otherwise promote their interest in the Site in a manner which does not seek to unreasonably prejudice another Party in the delivery of the Proposed Allocation as regards to their respective interests in the Site.

INVOLVEMENT IN THE LOCAL PLAN PROCESS

2. In order to seek to deliver the Shared Objectives, the Parties have to date and intend to continue:
 - a) to meet on a regular basis to discuss matters of common interest to members of the CLG in respect of the Shared Objectives;
 - b) to participate in stakeholder meetings, where necessary, arranged by, chaired and serviced by the SWCs and to continue to support this collaborative and joint working approach with the SWCs;
 - c) to support, in principle, the Proposed Allocation whilst retaining the right to protect the Parties' individual interests through representations to the SWC's and the SWDPR's examination in public in a manner consistent with the Shared Objectives;
 - d) to co-operate with the other Parties to ensure the production of a robust evidence base to support the SWDPR; and
 - e) to participate in the process by which the SWCs will prepare and approve any site-specific SPDs both pre- and post-adoption of the SWPDR and make representations (individually and/or collectively as appropriate or necessary) to seek to secure the Shared Objectives.

STRATEGIES AND STATEMENTS OF COMMON GROUND

3. In relation to clauses 2(c) and 2(d) of this MoU, the Parties intend to co-operate with each other and with the SWCs during the submission and examination stages of the draft SWDPR with a view to agreeing (as appropriate) various Statements of Common Ground ("SoCGs") in relation to the following key issues concerning the Proposed Allocation:
 - a) the combined landowners' Masterplan (see recital D.ii.) setting out the broad locations for uses and Strategic Infrastructure, aligned with the evidence base, acknowledging that detailed masterplans for each part of the Site will come forward as and when planning applications supported by further technical work and environmental surveys are worked up by the Parties in respect of their individual landholdings. In preparing the Masterplan, the Parties will seek to agree a SoCG in respect of the vision, objectives, and Concept Plan in policy SWDPR 51; and
 - b) overarching strategies relating to the Proposed Allocation and topic-based SoCGs (as appropriate) concerning the following topics:
 - i. movement (including critical transport infrastructure and rail crossings);
 - ii. foul drainage;
 - iii. utilities (including power supply, broadband provision and water supply);
 - iv. surface water drainage;
 - v. green infrastructure and biodiversity net gain;
 - vi. education and other social infrastructure;

- vii. stewardship and long-term management arrangements;
- viii. viability;
- ix. housing trajectory (both market and affordable housing); and
- x. energy.

JOINT APPROACH TO STRATEGIC INFRASTRUCTURE

4. The Parties intend to co-operate with each other and with the SWCs to ensure that the site-specific Infrastructure Delivery Plan (“**IDP**”) to be considered at examination in public of the SWDPR meets the requirements of the Shared Objectives and this co-operation includes that the IDP:
- a) comprehensively documents the Strategic Infrastructure requirements of the Proposed Allocation;
 - b) confirms how much the Strategic Infrastructure requirements for the Site will cost (in accordance with appropriate benchmarks as agreed in writing between the Parties);
 - c) specifies as far as possible when the Strategic Infrastructure requirements are required to mitigate the impacts of the Proposed Allocation and therefore when they should be delivered;
 - d) contributes to discussions concerning the approach to delivery of the Strategic Infrastructure including, but not limited to, discussions concerning the Framework S106 approach and potential options regarding the equalisation of Strategic Infrastructure costs;
 - e) confirms the indicative method(s) by which Strategic Infrastructure will be delivered including (but not limited to):
 - i. items of Strategic Infrastructure which will be delivered directly by the individual developers of the Proposed Allocation;
 - ii. financial items by way of the funding of Strategic Infrastructure which will be delivered directly by the SWCs or Worcestershire County Council (“**WCC**”), statutory undertakers, by any other party (including CLG members), or a combination of the aforementioned using financial contributions from the individual developers of the Proposed Allocation; and/or
 - iii. where appropriate, in respect of items of Strategic Infrastructure to be funded and thereby delivered separately through CIL contributions which would not be costed in the IDP but addressed separately in the viability modelling based on the relevant applicable CIL Charging Schedule
 - f) specifies (as appropriate) the timings and triggers for the land transfer arrangements in respect of any Strategic Infrastructure requirements to be delivered by the SWCs or WCC;

- g) provides for any indexation arrangements (as appropriate) in relation to financial Strategic Infrastructure requirements;
- h) informs the viability assessment for the IDP to ensure the viability/deliverability of the total Strategic Infrastructure costs as part of the development of the Proposed Allocation;
and
- i) provides for the IDP to be monitored and reviewed periodically at intervals to be agreed between the Parties and the SWCs.

JOINT APPROACH TO PLANNING APPLICATIONS

6. The Parties intend to co-operate with each other, the SWCs and WCC to bring forward planning applications for their respective land interests consistent with the Shared Objectives and principles in the emerging SWDPR and SPD subject to those modifications jointly sought. In doing so, the Parties intend to seek to agree a common baseline insofar as timescales allow, including scoping of EIA and associated technical assessments and the sharing of relevant data necessary for cumulative assessment.

GENERAL PROVISIONS

7. Each Party:
 - a) shall be responsible for its own costs incurred in connection with the preparation and implementation of the terms of this MoU; and
 - b) shall remain liable for any losses or liabilities incurred due to their own or their employees actions with no Party intending that any other Party shall be liable for any such loss it suffers in respect thereof.
8. Nothing in this MoU restricts the Parties' rights to conduct their own business activities or arrangements in relation to the Parties' respective land interests in the Proposed Allocation.
9. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
10. If any Party has any issues, concerns or complaints about the subject matter of this MoU, that Party shall notify the other Parties and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time by a process of consultation, the matter shall be escalated to a representative of each Party holding a senior management position. Those representatives shall meet as soon as possible and shall endeavour in good faith to resolve any dispute or difference amicably.
11. The Parties shall procure that any and all of their successors in title shall enter into a confirmatory MoU prior to transfer of any land interest so as to ensure that the successors agree to comply with the terms of this MoU.
12. Each Party may at any time withdraw from this MoU on notice in writing being provided to the other Parties at the addresses given above or, where any address has changed, then the relevant registered office at the time.
13. This MoU:
 - a) may only be varied by written agreement between all the Parties;
 - b) shall commence on the date of signature of all of the Parties to this MoU and shall remain in place while the Proposed Allocation is being built out unless it has been terminated in

accordance with the provisions of clause 12 of this MoU or another agreement between the parties is expressly stated to supersede this MOU whichever is the earlier; and

- c) does not imply any allocation of financial resources in any kind from any of the Parties. Investment decisions will continue to be taken by and within each Party's own approval process and delegation frameworks. The management of finance, risk and exposure will be the responsibility of each party.
14. Subject to clause 15, this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the terms of this MoU and accordingly no Party will seek to enforce the terms of it against the other party or Parties. The Parties enter into the MoU intending to honour their respective commitments.
 15. The Parties shall comply with the terms of Schedules 1 and 2 of this MoU and agree that Schedule 1 (Confidentiality) and Schedule 2 (Freedom of Information) are intended to be (and are) legally binding on each of them.
 16. Each Party hereby confirms its agreement to the terms contained in this MoU.
 17. This MOU shall be governed by and construed in accordance with English law.

SCHEDULE 1: CONFIDENTIALITY

1. DEFINITIONS:

- 1.1 **"Confidential Information"** means all designs, drawings, data, specifications, manufacturing processes, testing procedures and all other technical, business and similar information relating to the Private Sector Parties' or Homes England's business and affairs, its customers, employees and suppliers or otherwise relating to this MoU and the Proposed Allocation, and all relevant information disclosed by the Parties to each other pursuant to this MoU and in relation to the Proposed Allocation including all readable data, logic, logic designs, flowcharts, source or object codes, listings, test data, test routines, diagnostic programs, software programs or other material and all such documents and information shall be duly marked "confidential";
- 1.2 **"EIR"** means the Environmental Information Regulations 2004, and any subordinate legislation made under these Regulations from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.3 **"FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.4 **"Intellectual Property Rights"** shall include without limitation all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process, logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person; and
- 1.5 **"Private Sector Parties"** means those parties other than Homes England that are signatories to this MoU, namely Bellway, Hallam, St. Modwen, Summix WPW, Summix MDB and BSL.

2. CONFIDENTIALITY

- 2.1 Each Party recognises that pursuant to compliance with the terms contained in this MoU, it may receive Confidential Information belonging to the other.
- 2.2 Each Party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information to any third party without the prior written consent of the other Party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this MoU.
- 2.3 The obligations of confidence referred to in paragraph 2.2 of this Schedule shall not apply to any Confidential Information which:

- 2.3.1 is in, or which comes into, the public domain otherwise than by reason of a breach of this MoU or of any other duty of confidentiality relating to that information; or
 - 2.3.2 is obtained from a third party; or
 - 2.3.3 is lawfully in the possession of the other Party before the date of this MoU and in respect of which that Party is not under an existing obligation of confidentiality; or
 - 2.3.4 is prepared without access to the Confidential Information of the other Party; or
 - 2.3.5 is in order to properly market/sell any land parcel within its ownership within the Site subject to any third party entering into a non-disclosure agreement.
- 2.4 Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so:
- 2.4.1 to enable the disclosing party to perform its obligations under this MoU; or
 - 2.4.2 by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the private sector parties acknowledge that any lists or schedules provided by it outlining Confidential Information are of indicative value only and Homes England may nevertheless be obliged to disclose such confidential information ; or
 - 2.4.3 by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
 - 2.4.4 in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.
- 2.5 The Private Sector Parties shall ensure that all Confidential Information obtained from Homes England under or in connection with this MoU:
- 2.5.1 is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with the Proposed Allocation as is strictly necessary for the performance of this MoU and delivery of the Proposed Allocation and only to the extent necessary for the performance of this MoU and delivery of the Proposed Allocation;
 - 2.5.2 is treated as confidential and not disclosed (without Homes England's prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this MoU and delivery of the Proposed Allocation;
 - 2.5.3 where it is considered necessary in the reasonable opinion of Homes England the private sector parties shall ensure that such staff, professional advisors or

consultants sign a confidentiality undertaking before commencing work in connection with this MoU.

2.6 Nothing in this paragraph 2 of this Schedule shall prevent Homes England:

2.6.1 disclosing any Confidential Information for the purpose of:

- (a) the examination and certification of Homes England's accounts; or
- (b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Homes England has used its resources; or

2.6.2 disclosing any Confidential Information obtained from the private sector parties:

- (a) to any other department, office or agency of the Crown; or
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or
- (c) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this MoU; or
- (d) to any person engaged in providing any services to Homes England for any purpose relating to or ancillary to this MoU or any person conducting an Office of Government Commerce gateway review

provided that in disclosing information under paragraph 2.7 of this Schedule, Homes England discloses only the information which is necessary to address the request with specific reference to Worcestershire Parkway and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

2.7 Nothing in this paragraph 2 of this Schedule shall prevent any Party from using any techniques, ideas or know-how gained during the performance of the MoU in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

SCHEDULE 2: FREEDOM OF INFORMATION

1. DEFINITIONS:

- 1.1 **“EIR”** means the Environmental Information Regulations 2004, and any subordinate legislation made under these Regulations Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.2 **“EIR Exception”** means any applicable exception to EIR as provided for in Part 3 of the EIR;
- 1.3 **“Exempted Information”** means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions.
- 1.4 **“FOIA”** means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- 1.5 **“FOIA Exemption”** means any applicable exemption to FOIA as provided for in Part II of the FOIA;
- 1.6 **“Information”** means in relation to:
 - (i) FOIA, the meaning given under section 84 of the FOIA and which is held by Homes England¹ at the time of receipt of an RFI; or
 - (ii) EIR, has the meaning given under the definition of “environmental information” in section 2 of EIR and which is held by Homes England at the time of receipt of an RFI;
- 1.7 **“RFI”** shall have the meaning set out in FOIA or any request for information made pursuant to EIR which may relate to the Proposed Allocation, this MoU, or any activities or business of Homes England.
- 1.8 **“Private Sector Parties”** means those parties other than Homes England that are signatories to this MoU, namely Bellway, Hallam, St. Modwen, Summix WPW, Summix MDB and BSL.

2. FREEDOM OF INFORMATION

- 2.1. The Private Sector Parties acknowledge that Homes England is subject to legal duties which may require the release of information under FOIA and/or EIR and that Homes England may be under an obligation to provide Information subject to an RFI.
- 2.2. Homes England shall be responsible for determining in its absolute discretion whether:

¹ A reference to the Agency is a reference to the Homes and Communities Agency

2.2.1. any Information is Exempted Information or remains Exempted Information; or

2.2.2. any Information is to be disclosed in response to an RFI

and in no event shall the Private Sector Parties respond directly to a RFI which Homes England is required to respond to, except to confirm receipt of the RFI and that the RFI has been passed to Homes England.

2.3. Subject to paragraph 2.4 below, the Private Sector Parties acknowledge that Homes England may be obliged under FOIA or EIR to disclose Information:

2.3.1. without consulting the Private Sector Party/Parties; or

2.3.2. following consultation with the Private Sector Party/Parties and having taken (or not taken, as the case may be) its views into account.

2.4. Without in any way limiting paragraphs 2.1 and 2.3.2 of this Schedule, in the event that Homes England receives a RFI which concerns the Proposed Allocation, Homes England will, as soon as reasonably practicable, notify the Private Sector Parties.

2.5. The Private Sector Parties will assist and co-operate with Homes England as requested by Homes England to enable Homes England to comply with its obligations to disclose Information under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will) provide all such assistance as may be required from time to time by Homes England to enable Homes England to comply with its obligations to disclose Information.

2.6. Nothing in this Agreement will prevent Homes England from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and / or EIR in relation to any Exempted Information.

SIGNED for and on behalf of BELLWAY HOMES LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of HALLAM LAND MANAGEMENT LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of HOMES AND COMMUNITIES AGENCY

In the presence of

Authorised Signatory

Print name: Margaret Harris



C87719

SIGNED for and on behalf of ST. MODWEN DEVELOPMENTS LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of SUMMIX WPW DEVELOPMENTS LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of SUMMIX MDB DEVELOPMENTS LIMITED

Signature:

Name:

Position:

SIGNED for and on behalf of BSL STRATEGIC LIMITED

Signature:

Name:

Position: