

Our Ref: LW/ms/25014_LT
PINS Ref: S62A/2026/0159

9 October 2026

Planning Inspectorate
c/o QUADIENT
69 Buckingham Avenue
Slough
SL1 4PN



**Barker Parry Town
Planning Ltd**

33 Bancroft, Hitchin,
Herts SG5 1LA

T: 01462 420 224
E: office@barkerparry.co.uk
W: www.barkerparry.co.uk

By Email Only: section62a@planninginspectorate.gov.uk

Dear [REDACTED],

**Unilateral Undertaking, Statement of Common Ground (Viability), Attendance
and Conditions**

**Application S62A/2026/0159 at Maple House, Nos 8-16 (even) & 30-32 High
Street and Nos 1-7 Princes Parade**

I have the pleasure in enclosing an engrossed version of the Unilateral Undertaking (UU) for the above site.

Electronic copies have been sent to both Hertsmere Borough Council and Hertfordshire County Council and hard copies will be brought to the Hearing.

Evidence that all the relevant parties have entered into the Obligation including details of each person's title to the land is also provided in Appendix 1 and the accompanying Title documents.

I would also like to draw the Inspector's attention to an inaccuracy in the Issues Report and Agenda. At Paragraph (4), the site area should be 1.63 hectares as detailed on the Application Form, as opposed to 18.1 hectares.

Unilateral Undertaking

To assist the Inspector, the UU contains the following elements:

Affordable Housing Viability Review

Steven Barker
Director
MA (Cantab) MA

Liz Fitzgerald
Managing Director
BA (Hons) Dip TP MRTPI

Registered
England & Wales No. 5314018.
Registered Office same as
office address



A clawback mechanism is included whereby the scheme viability is reviewed at a later date to ascertain whether affordable housing could viably be provided at this stage. This allows for improvements in the market generally that simply cannot be foreseen at this time.

Public Open Space

The UU secures the establishment of a Management Company to maintain and provide public access to the Public Open Space in perpetuity.

BNG Monitoring Fee

The UU makes provision for the payment of £13,394.00 (index linked) prior to Implementation for monitoring the provision of the biodiversity net gain.

Healthcare Contribution

In the event the Inspector considers this necessary, the UU makes provision for the payment of £513,043.00 (index linked) as requested by the NHS towards expanding, reconfiguring or relocating one or more Potters Bar general medical practices, prior to Occupation of the 10th Dwelling.

The Applicant considers that this is not CIL Regulation 122 compliant, or/and should be secured by CIL in any event.

A blue pencil clause has been included in respect of this Obligation.

Highways Works

The UU makes provision for the Applicant to enter into a Section 278 Agreement for the offsite Highways Works and for these to be completed prior to Occupation.

Secondary Education Contribution

In the event the Inspector consider this necessary, the UU makes provision for the payment of £917,256.00 (index linked) towards the expansion of secondary school provision in Potters Bar, to be paid in two instalments: 50% prior to Implementation and 50% prior to Occupation.

The Applicant considers that this should be secured by CIL.

A blue pencil clause has been included in respect of this Obligation.

Highways/Sustainable Travel Contribution

In the event the Inspector consider this necessary, the UU makes provision for the payment of £2,710,847.00 (index linked) towards delivering the LCWIP works (specifically The Walk enhancements) to be paid in two instalments: 50% prior to Implementation and 50% prior to Occupation.

The Applicant considers that this should be secured by CIL.

A blue pencil clause has been included in respect of this Obligation.

SEND Contribution

In the event the Inspector consider this necessary, the UU makes provision for the payment of £187,235.00 (index linked) towards Severe Learning Difficult special school places (WEST) for pupils aged 2 to 19 old through the relocation and expansion of Breakspeare School, to be paid in two instalments: 50% prior to Implementation and 50% prior to Occupation.

The Applicant considers that this should be secured by CIL.

A blue pencil clause has been included in respect of this Obligation.

Travel Plan

The UU makes provision for the payment of £6,000.00 (index linked) towards monitoring compliance with the Residential Travel Plan prior to Implementation.

Sustainable Travel Voucher

The UU secures the submission and approval of a draft Sustainable Travel Voucher prior to Occupation and for these to be subsequently provided to each Dwelling.

Waste Service Transfer Station Contribution

In the event the Inspector consider this necessary, the UU makes provision for the payment of £72,231.00 (index linked) towards the expansion of the Potters Bar Recycling Centre, to be paid in two instalments: 50% prior to Implementation and 50% prior to Occupation.

The Applicant considers that this should be secured by CIL.

A blue pencil clause has been included in respect of this Obligation.

Waste Recycling Centre Contribution

In the event the Inspector consider this necessary, the UU makes provision for the payment of £24,471.00 (index linked) towards provision at Waterdale Transfer Station and/or provision serving the development, to be paid in two instalments: 50% prior to Implementation and 50% prior to Occupation.

The Applicant considers that this should be secured by CIL.

A blue pencil clause has been included in respect of this Obligation.

Summary

As highlighted, the UU includes a number of 'blue pencil clauses' that allow for any obligations which the Inspector finds do not pass the statutory tests to have no effect and consequently the owner shall not have liability for payment or performance of that obligation. For complete clarity, and so that the Inspector can expressly make a decision on these obligations, these are listed in the table below:

Obligation subject to blue pencil clause	Contribution
Healthcare (as requested by the NHS)	£513,043
Secondary education (as requested by HCC)	£917,256
SEND (as requested by HCC)	£187,235
Sustainable travel obligation (as requested by HCC)	£2,710,847
Waste transfer station (as requested by HCC)	£24,471

Waste recycling centre (as requested by HCC)	£72,231
--	---------

Statement of Common Ground (Viability)

Please find a Statement of Common Ground in respect of viability matters enclosed that has been signed by both parties.

Hearing Attendance

On behalf of the Applicant, the following persons will be in attendance at the Hearing.

Mr [REDACTED]	Development Director, Chase New Homes
Ms [REDACTED] BA(Hons) Dip TP MRTPI	Managing Director, Barker Parry Town Planning
Ms [REDACTED] MA (Cantab) MA MRTPI	Associate, Barker Parry Town Planning
Mr [REDACTED] BSc (Hons) MRICS APAEWE	Partner, Turner Morum LLP
Mr [REDACTED] MSc	Director, Waterslade Ltd

Please note, Mr Fletcher is available to attend the Hearing on both days, however we wanted to make the Inspector aware that he may be unavailable for a short period on 14 October due to an existing longstanding commitment which may require his attention. If any matters relating to Daylight Sunlight arise whilst Mr Fletcher is absent from the Hearing, we would kindly request that these can be dealt with upon his return.

Conditions

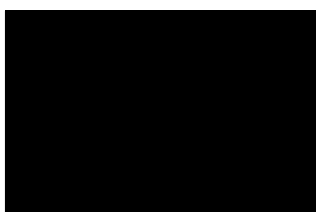
The Applicant sent a schedule of suggested conditions with comments to the LPA on Wednesday 7 October for discussion and agreement. We are yet to receive a response although are endeavouring to have an agreed position on the conditions to provide the Inspector before the Hearing.

This schedule of conditions is enclosed.

We appreciate the Inspector will likely be aware of the letter dated 6 October 2026 from the Minister of State for Housing and Planning to the Planning Inspectorate regarding the new National Planning Policy Framework. We have enclosed this at Appendix 2 of this letter for completeness and so that it can be considered alongside the application documentation.

We trust the above assists in the determination of the application. If anything further is required, please do not hesitate to contact me.

Yours sincerely,

A small black rectangular redaction box covering the name of the signatory.

Associate

APPENDIX 1

Letter from Collyer Bristow providing evidence of parties entering into the Unilateral Undertaking



Planning Inspectorate

Date
8 October 2026

Our reference
RAM/RAM/74648.156

Your reference
S62A/2026/0159

Dear Planning Inspectorate

Application Reference No: S62A/2026/0159

Applicant: Chase (Canada) Ltd

Description of proposal: Partial demolition of existing buildings (with retention of existing two-storey car park and substation) and redevelopment of the site to provide a mixed-use development comprising 293 residential apartments (class C3) and 1742 sqm flexible commercial floorspace (class E) across 4 blocks and associated internal roads, parking, drainage, landscaping, amenity space and associated works.

Site address: Maple House, Nos 8-16 (even) & 30-32 High Street and nos 1-7 Princes Parade EN6 5BA

We refer to the Issues Report and Outline Agenda. Paragraph 52 requires:

“Evidence that all the relevant parties have entered into the agreement, including details of each person’s title to the land, should also be provided.”

Accordingly, we enclose:

1. Transfer dated 29.5.2026 (in two counterparts) relating to titles HD97989, HD41294, HD284769 and HD632868.
2. Charge dated 29.5.2026.
3. A copy of the eAP1 Land Registry application form.
4. Confirmation of receipt of our registration application by the Land Registry.

Chase (Canada) Limited completed its purchase of the application site on 29 May 2026. The property was immediately charged to Close Brothers Limited. registration applications are pending for the transfer and charge. The unilateral undertaking has been executed by Chase (Canada) Limited and Close Brothers Limited.

We enclose copies of the registers and plans for HD97989, HD41294 and HD284769. Note these are all “backdated” entries and do not reflect the pending applications for registration of the transfer and charge.

COLLYER  BRISTOW

HD632868 is the title number allocated to the seller's application for registration of title to unregistered land by way of adverse possession. There is no title document for that title as yet.

There are various entries referring to occupational leases on the title. Many are historic and an application has been made to remove these from the registers.

In relation to entries referring to leases on the registered titles, the position is as follows:

1. HD97989: no registered leases.
2. HD41294:
 - a. Charges register:
 - i. Entry C18 & 19: - lease expired.
 - ii. Entry C20 - lease expired.
 - iii. Entry C21 - lease expired.
 - iv. Entry C22 - lease expired.
 - v. Entry C23 - lease expired.
 - vi. Entry C24 - lease expired.
 - vii. Entry C25 & 26 - lease expired.
 - viii. Entry C27 - lease expired.
 - ix. Entry C28 – landlord break notice served to terminate lease on 31 December 2026.
 - x. Entry C29 – landlord break option to terminate on 1 month's notice. 15 months unexpired term.
 - b. Schedule of notices of leases:
 - i. Electricity substation lease.
 - ii. Lease expired.
 - iii. Lease surrendered.
 - iv. Landlord break notice served to terminate lease on 31 December 2026.
 - v. Landlord break option to terminate on 1 month's notice. 15 months unexpired term.

Page 3
Planning Inspectorate
8 October 2026

c. HD284769 - no registered leases.

We trust this demonstrates that the appropriate parties have executed the unilateral undertaking.

Yours faithfully



Collyer Bristow LLP

DATED

29 May

2026

(1) **CHASE (CANADA) LIMITED**

(2) **CLOSE BROTHERS LIMITED**

LEGAL CHARGE

relating to

Canada Life Place, Potters Bar, Hertfordshire, EN6 5BA

FORM OF CHARGE FILED AT HM LAND REGISTRY UNDER REFERENCE MD622R

THIS DEED is made the 29th day of May 2026

PARTIES

- (1) **CHASE (CANADA) LIMITED** incorporated in England and Wales with company number 16266299 whose registered office is at 8 Parkway, Welwyn Garden City, England, AL8 6HG (the "**Mortgagor**") and
- (2) **CLOSE BROTHERS LIMITED** of 10 Crown Place, London, EC2A 4FT (Company Registration Number 195626 - England) (the "**Bank**").

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1 COVENANT TO PAY

The Mortgagor hereby covenants with the Bank that it will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety or in any other capacity including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge or incur for keeping the Mortgagor's account or otherwise and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder (the "Indebtedness") on the respective date or dates on which it falls due for payment.

2 SECURITY

2.1 As continuing security for the payment and discharge of the Indebtedness the Mortgagor with full title guarantee hereby charges to the Bank:

- (a) by way of legal mortgage the freehold and/or leasehold property described or referred to in the First Schedule below (the "Property");
- (b) by way of fixed charge all its rights to and interest in any insurances in respect of the Property taken out by or on behalf of the Mortgagor including all claims and the proceeds of all claims, to the extent not effectively assigned under clause 2.2;
- (c) by way of fixed charge the gross rents licence fees and other monies receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by or paid to or received by the Mortgagor in respect of the Property (including without limitation all mesne profits) (the "Rental Income") but excluding insurance rents or service charges or the like and any value added tax thereon, to the extent not effectively assigned under clause 2.2;

- (d) by way of fixed charge all its interest in and rights under any contracts or agreements or claims for or in respect of the sale purchase leasing mortgaging management carrying out of works to development or redevelopment of or other dealing with or ownership of the Property or any part thereof (including for the avoidance of doubt its rights (A) against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements (B) against any person arising under any agreement for the provision of professional or other services in connection with the carrying out of any works to the Property and (C) against any person arising under any environmental claim by the Mortgagor);
- (e) by way of fixed charge the goodwill of any business carried on by the Mortgagor at the Property; and
- (f) (if the Mortgagor is a company) by way of floating charge all movable plant machinery implements utensils furniture and equipment now or from time to time at the Property.

2.2 As a continuing security for the payment and discharge of the Indebtedness, the Mortgagor with full title guarantee assigns to the Bank absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Indebtedness:

- (a) all its rights to and interest in any insurances in respect of the Property taken out by or on behalf of the Mortgagor including all claims and the proceeds of all claims; and
- (b) all its rights to the Rental Income and the benefit of any guarantee or security in respect of the Rental Income,

provided that nothing in this Clause shall constitute the Bank as mortgagee in possession.

2.3 The property charged by this Clause 2 is hereinafter referred to as the "Mortgaged Property" and the charges contained in this Clause shall take effect as first fixed charges or mortgages (as the case may be) subject only to any charge or charges which may be specified in the Second Schedule below or which may be granted after the date hereof with the consent of the Bank and which the Bank has agreed shall rank in priority to the charges herein (collectively the "prior charge").

2.4 This Deed shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time in the future hold in respect of the Indebtedness. Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this security.

2.5 In the case of a Mortgagor which is not a company at any time after payment of the Indebtedness has been demanded and whilst any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels located at the Property and in the absence of any separate charge

thereover the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against the Indebtedness.

2.6 The Mortgagor shall from time to time and at all times execute and do all such assurances deeds acts and things as the Bank may require for perfecting the security intended to be created by this Deed and for facilitating or effecting any dealings by the Bank under the powers contained in this Deed and at law and from time to time and at all times after the security hereby constituted shall have become enforceable execute and do all such assurances deeds acts and things as the Bank may require for facilitating the realisation of the Mortgaged Property and the exercise of all the powers authorities and discretions hereby conferred on the Bank or by any person (whether an officer of the Bank or not) appointed by the Bank to be receiver or receiver and manager of the Mortgaged Property or any part thereof (a "Receiver") and in particular to execute all transfers conveyances dispositions assignments and assurances of the Mortgaged Property and to give all notices and directions which the Bank or the Receiver may think expedient.

2.7 The Mortgagor's liability under this Deed in respect of any of the Indebtedness shall not be discharged prejudiced or affected by:

- (a) any security guarantee indemnity remedy or other right held by or available to the Bank that is or becomes wholly or partially illegal void or unenforceable on any ground;
- (b) the Bank renewing determining varying or increasing any facility or other transaction in any manner or concurring in accepting or varying any compromise arrangement or settlement or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that but for this Clause might have discharged or otherwise prejudiced or affected, the liability of the Borrower.

3 GRANTING OF ENCUMBRANCES LEASES ETC.

3.1 The Mortgagor hereby covenants that it shall not without the prior written consent of the Bank convey assign or transfer any estate in the Mortgaged Property to any other person nor create or purport or attempt to create or permit to subsist any mortgage charge lien (otherwise than a lien arising automatically by operation of law) right of set-off or other security interest or other encumbrance on the Mortgaged Property or any part thereof nor create or purport or attempt to create or permit to subsist any floating charge or debenture over the whole or substantially the whole of the assets and/or undertaking of the Mortgagor without the prior written consent of the Bank.

3.2 During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Property or any part thereof shall be capable of being exercised by the Mortgagor without the prior consent in writing of the Bank.

- 3.3 The Mortgagor will at all times during the continuance of this security deliver to the Bank and verify in such manner as the Bank shall require particulars (signed by a director of the Mortgagor) of all leases or agreements for tenancy from time to time subsisting over the Property.

4 **MORTGAGOR'S COVENANTS**

- 4.1 The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will:

(a) Rent

- (A) give to the Bank such information as regards the Rental Income as the Bank shall from time to time require;
- (B) if requested by the Bank (pursuant to the terms of any agreement between the Mortgagor and the Bank or following demand by the Bank for the payment of the Indebtedness) forthwith instruct all or any tenants of the Property or the managing agent thereof (as appropriate) to pay the Rental Income direct to such account of the Mortgagor or the Bank as the Bank shall designate. The Bank may without further demand or notice to the Mortgagor appropriate the whole or any part of the sums then or thereafter standing to the credit of such account in or towards satisfaction of the Indebtedness (and if less than the whole such part as the Bank shall select) but so that nothing in this Deed nor any express arrangement between the Mortgagor and the Bank in respect of such rental income shall constitute the Bank as a mortgagee in possession of the Property;

(b) Insurance

- (A) keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks and contingencies as the Bank shall from time to time require to the full reinstatement value thereof with insurers or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank provided always that if this security is subject to the prior charge or the Property is held by the Mortgagor under any lease which is specified in the First Schedule below or which may be granted after the date hereof with the prior written consent of the Bank (the "Lease") and in either case the Mortgagor is under an obligation to insure the Property under the terms of the prior charge and/or the Lease as the case may be then so long as the Mortgagor fully complies with such obligation and the Bank's interest is noted on the insurance policy or policies so maintained by the Mortgagor the Bank will not require the Mortgagor to maintain any additional policy of insurance;
- (B) where any lease or agreement for tenancy (either now subsisting or hereafter made by the Mortgagor) in respect of any part or parts of the Property contains a provision

for suspension of rent if damaged by fire and/or other insured risks and perils the Mortgagor will keep such rent insured against suspension to the full value thereof for not less than a period of 3 years;

- (C) duly pay all premiums and other moneys necessary for effecting and maintaining such insurance within one week of the same becoming due;
- (D) on demand produce to the Bank the policies of such insurance and the receipts for such payments;
- (E) if there are any other policies of insurance covering any of the buildings on the Property or in relation to any business carried on at the Property or by the Mortgagor against any such risks as aforesaid the Mortgagor will hold any sums received under such policies (subject to any obligation under the prior charge or Lease if any) in trust for the Bank and will pay the sum to the Bank on demand;

(c) Repair

keep all buildings now or for the time being subject to this security in good and substantial repair;

(d) Building Operations

duly and with reasonable expedition complete any building operations commenced at any time on the Mortgaged Property;

(e) Planning Notices

within seven days of receipt thereof give full particulars to the Bank of any notice or order or proposal for a notice or order given issued or made by any planning or other authority body or person whatsoever which in any way relates to or affects the Mortgaged Property or any part thereof and will if so required by the Bank produce to it the said notice order or proposal and will take all reasonable and proper steps to comply with such order or notice without delay and will at the request of the Bank make or concur with the Bank in making any objections or representations against or in respect of any such notice or order or proposal for a notice or any appeal against any such order as the Bank may deem expedient;

(f) Agricultural Holdings Act 1986

pay any sums which may become payable by the Mortgagor under the Agricultural Holdings Act 1986 for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing the payment of which the Bank may make such payment and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder and constitute Indebtedness;

(g) Registration as Proprietor

if and so long as the title to the Property or any part thereof is not registered under the Land Registration Act 2002 no person shall be registered under the said Act as proprietor of the Property or any part thereof without the prior consent in writing of the Bank;

(h) Acquisition of Freehold

if the Property is leasehold and if the Mortgagor shall at any time acquire any title paramount thereto notify forthwith the Bank of such acquisition and if required by the Bank forthwith charge the same to the Bank by way of first legal mortgage as an additional security for the payment of the Indebtedness upon similar terms and conditions as in this Deed;

(i) Observance of Covenants

at all times observe and perform (and ensure the observance and performance by any other person or persons at any time occupying the Property or any part or parts thereof of) all restrictive and other covenants to which the Property or any part or parts thereof may from time to time be subject all obligations on the part of the Mortgagor in any lease or tenancy agreement (including the payment of the rents reserved thereby) all building regulations and all restrictions conditions and stipulations for the time being affecting the Property or any part or parts thereof or the mode of user or enjoyment of the same or any part or parts thereof;

(j) Planning

not without the prior written consent of the Bank make any application or proceed in accordance with any planning permission to erect or maintain any building erection improvement material change or addition on or to the Property or any part thereof demolish pull down or remove any building installation or structure or make any material change in the user of the Property or any part thereof and will give to the Bank notice of such permission if granted within seven days of the receipt of the same and also at all times to indemnify and keep indemnified the Bank against all actions proceedings costs expenses claims and demands whatsoever in respect of any such application made by the Mortgagor;

(k) Access to Land

permit representatives of the Bank with or without workmen or others to enter the Property at all reasonable times to view the state of repair and condition of the Property;

(l) Compliance with Regulations

comply (in all material respects) with all obligations imposed under any present or future statute regulation order or instrument or under any by-laws regulations or requirements of any

competent authority or approvals licences or consents relative to the Property or its use or enjoyment;

(m) Compliance with Authorities

execute and do at its own expense all such work and things whatsoever as may now or at any time during the continuance of this security be directed or required by any national, local or other public authority to be executed or done upon or in respect of the Property or any part or parts thereof or by the owner or occupier thereof;

(n) Compliance with prior Charges

pay duly and punctually all interest and other money becoming due in respect of the prior charge (if any) and observe and perform the Mortgagor's covenants and other provisions therein contained;

(o) Application for Grants

not without the previous consent in writing of the Bank make any application for any local authority or other grant for renovation or improvement of the Property;

(p) Keep Accounts

keep proper books of account and therein make true and proper entries of all dealings and transactions of or in relation to its affairs and procure that the same shall be open at all times during business hours for inspection by the Bank the Receiver and/or such person or persons as either of them shall from time to time in writing for that purpose appoint and give to the Bank the Receiver or to such person or persons as aforesaid such information as to all matters relating to the Mortgagor's affairs as they shall reasonably require and keep the Bank and the Receiver indemnified in respect of all costs and expenses of any such person or persons appointed as aforesaid;

(q) Environmental Matters

notify the Bank forthwith if the Property or any adjoining property becomes registered on any register of contaminated land or if it receives any remediation or charging notice under any environmental legislation and shall forthwith comply with the terms of any such notice;

(r) Value Added Tax

(A) if it (or a relevant associate as defined in Value Added Tax Act 1994 Schedule 10 paragraph 3) wishes to elect to waive exemption in relation to the Mortgaged Property (or any part thereof) or any building to be constructed on the Mortgaged Property, not

later than ten working days before making that election advise the Bank in writing of its intention and thereafter produce to the Bank as soon as practicable:

- (1) a copy of its election;
- (2) a copy of its duly authorised notification of such election;
- (3) the acknowledgement of receipt of such election notification received from HM Revenue & Customs; and
- (4) a copy of any prior written permission to elect given by HM Revenue & Customs if required in law; and

(B) not enter into any transaction which will cause any election to waive exemption made (or to be made) in relation to the Mortgaged Property to be disappplied in accordance with the Value Added Tax Act 1994 Schedule 10 paragraph 12.

4.2 At any time after payment of the Indebtedness has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be:

- (a) insure and keep insured the said buildings in any sum which the Bank considers to be expedient;
- (b) repair or keep in repair the said buildings or complete any such building operations (with power to enter upon the Property for any of those purposes without as a consequence becoming a mortgagee in possession); and
- (c) pay the said sum or discharge any charge for securing the same created in pursuance of the said Agricultural Holdings Act 1986 and all moneys expended by the Bank under this provision shall be deemed to have been properly paid by the Bank.

5 APPLICATION OF INSURANCE PROCEEDS

5.1 All proceeds received under any insurance whatsoever in respect of the Mortgaged Property or any part thereof shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured.

5.2 All moneys which may be received by virtue of any insurance for loss of rent shall be paid to the Bank and shall be applied in the first place in or towards satisfaction of any interest for the time being owing to the Bank and thereafter at the option of the Bank towards satisfaction of any principal money for the time being then owing and the surplus only shall be payable to the Mortgagor.

6 **POWER OF SALE**

Section 103 of the Law of Property Act 1925 shall not apply to this security. The statutory powers of sale and appointing a receiver shall arise on and be immediately exercisable without the restrictions contained in the Law of Property Act 1925 at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until after payment of the Indebtedness has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

7 **RECEIVER'S APPOINTMENT AND POWERS**

7.1 At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint one or more persons to be receiver or receiver and manager of the Mortgaged Property or any part thereof and may at any time thereafter fix each such person's remuneration and may remove any Receiver so appointed and appoint another or others in his place and each Receiver so appointed shall (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) have power in his own name or in the name of the Mortgagor to:

- (a) take possession of collect and get in all and any part of the Mortgaged Property;
- (b) do all things as he shall think fit for commencing carrying on completing or determining any development of or other works on or to the Property and to settle compound or compromise any accounts or claims arising out of the commencement carrying on completion or determination of any such development or works;
- (c) request the Bank to lend to him as agent for the Mortgagor (so that such loan shall be deemed to be a further advance by the Bank to the Mortgagor) such moneys as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development alteration improvement modification refurbishment repair other fitting out work at or to the Property. Any such moneys loaned as aforesaid shall be immediately owing to the Bank and secured hereby;
- (d) sell or concur in selling and convey or transfer the whole or any part or parts of the Mortgaged Property including without limitation the power to dispose of any fixtures separately from the Property or to lease (without any of the restrictions imposed by the Law of Property Act 1925) on such terms and in such manner or otherwise deal therewith on such terms as are in the interest of the Bank as he shall think fit;
- (e) grant such rights or easements relating to or affecting the Property and to make such arrangements concerning the same as if he were the absolute owner thereof on such terms in the interest of the Bank as he shall think fit;

- (f) complete or determine by surrender or otherwise or vary in such manner as he shall think fit any lease agreement or other arrangements in any way relating to or affecting the Property;
- (g) carry on the business of the Mortgagor in and with the Mortgaged Property and manage and conduct the same as he shall in his discretion think fit;
- (h) make any arrangement or compromise which he shall in his absolute discretion think expedient and in the interest of the Bank;
- (i) make and effect all such investigations repairs and improvements and carry out all such other works to the Property as he shall think fit and renew such of the plant machinery implements utensils furniture equipment and other effects whatsoever of the Mortgagor therein or thereon as shall in his opinion be worn out lost or otherwise unserviceable;
- (j) do all things as he may deem appropriate for compliance with any environmental law applicable to the Mortgaged Property;
- (k) appoint professional advisers of every description managers accountants servants workmen and agents in connection with any of the above purposes upon such terms as to remuneration or otherwise as he may determine;
- (l) effect all such insurances in relation to the Mortgaged Property or in respect of any other matter or thing in relation to his powers herein contained as he may in his absolute discretion think fit;
- (m) borrow from any lender upon such terms as he shall think fit and whether by way of a loan secured on the Mortgaged Property either in priority or subject to or pari passu with this security or an unsecured loan such moneys as he may require in the exercise of all or any of his powers as Receiver of the Mortgaged Property and any moneys so borrowed from the Bank shall be treated as advances to the Mortgagor and shall be immediately owing to the Bank and secured hereby;
- (n) give instructions to contractors architects quantity surveyors and all other persons who in respect of any development of the Property shall have entered into contracts for personal services to be rendered to the Mortgagor or to any of those persons requiring them (as the case may be) to complete or to supervise the completion of any such development in accordance with their obligations to the Mortgagor;
- (o) require the Mortgagor's solicitors upon payment of their proper charges to deliver to the Bank or a Receiver as the case may be all deeds documents and papers in their possession which the Bank or the Receiver may require to enable it or him to complete any development of the Property;

- (p) make an election to waive exemption in relation to the Mortgaged Property (pursuant to Value Added Tax Act 1994 Schedule 10 paragraphs 2 and 3) on behalf of the Mortgagor; and,
- (q) do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers aforesaid which he may or can lawfully do.

- 7.2 If at any time and by virtue of such appointment any two or more persons shall hold office as Receiver each such person shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on a receiver or receiver and manager individually and to the exclusion of the other or others of them.
- 7.3 The foregoing power of appointment of a Receiver shall be in addition to and not to the prejudice of all statutory and other powers of the Bank under the Law of Property Act 1925 and generally at law.
- 7.4 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank or any Receiver appointed to exercise any of its powers has arisen and need not be concerned with matters to the contrary. Any Receiver so appointed as aforesaid shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration. All the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Bank or any Receiver.
- 7.5 The statutory powers of sale leasing and accepting surrenders exercisable by the Bank are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.
- 7.6 The Bank shall not nor shall a Receiver be liable by reason of any entry into or possession of any of the Mortgaged Property or exercise of any of its or his powers hereunder to account as mortgagees or mortgagee in possession or for anything except actual receipts or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.
- 7.7 The Bank shall be under no obligation to take any steps or institute any proceedings for the recovery of the several debts and moneys hereby charged and in no circumstances shall the Bank be liable to the Mortgagor or any other person for any costs charges losses damages liabilities or expenses arising from or connected with any realisation of the Mortgaged Property or from any act default omission or misconduct of the Bank or the Receiver or the officers employees or agent of either or both of them in relation to the Mortgaged Property or in connection with this Deed.
- 7.8 The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the attorney and attorneys of the Mortgagor for the Mortgagor and in its name and on its behalf and as the act and deed of the Mortgagor or otherwise to sign execute deliver and otherwise perfect any deed

assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to or otherwise in connection with this Deed. The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted pursuant to or referred to in this Deed. The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Clause.

- 7.9 The powers of a Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.

8 COSTS

All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this Deed or security created pursuant thereto or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all costs of the Bank or the Receiver of all proceedings (by whomsoever brought) for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or any part thereof or arising out of or in connection with any act done by the Bank as mortgagee or by the Receiver as receiver and in the case of costs of litigation on the basis of a full indemnity shall be recoverable from the Mortgagor as a debt and may be debited automatically and without notice to any account of the Mortgagor and shall bear interest as mentioned in Clause 1 above from the date of payment to the date of reimbursement and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.

9 INDEMNITY

- 9.1 The Bank and every Receiver attorney or other person appointed by the Bank under this Deed and their respective employees shall be indemnified on a full indemnity basis by the Mortgagor in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Deed and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the Mortgaged Property and (without limitation) the Bank and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Deed.
- 9.2 The Mortgagor hereby covenants that it will keep the Bank fully and effectually indemnified from and against all actions proceedings costs claims and demands expenses and liabilities whatsoever in respect of any breach or non-observance or non-performance of the covenants contained in this Deed or the making good of any such breach or non-observance or non-performance.

10 **ACCOUNTS**

The Bank shall on receiving notice that the Mortgagor has encumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate or reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.

11 **PRIOR CHARGES**

The Bank may at any time redeem any prior mortgage or charge on the Mortgaged Property or part thereof or procure its transfer to the Bank and may settle and pass the accounts of the prior mortgagee. Any accounts so settled and passed shall be conclusive and binding on the Mortgagor and all moneys interest costs charges and expenses of and incidental to such redemption or transfer shall be repayable by the Mortgagor to the Bank on demand and shall form part of the debt secured.

12 **BANK'S RIGHTS**

- 12.1 If the Mortgagor (being a company) shall go into liquidation or administration or shall be wound up (whether compulsorily or voluntarily) or if the Mortgagor (being an individual) shall become bankrupt or (in either case) make an offer of composition or arrangement with creditors the Bank may prove for the whole of the moneys owing to it by the Mortgagor in the same manner as if this Deed had not been created and may agree to accept any composition in respect thereof and receive and retain the whole of the dividends composition or other payments in respect thereof and apply the same in or towards satisfaction of any moneys due from the Mortgagor.
- 12.2 The Bank may place and keep to the credit of a suspense account for so long as the Bank may think fit any moneys received pursuant to the terms of this Deed or any other security without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the money for the time being secured.
- 12.3 The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

13 CERTIFICATE CONCLUSIVE

A certificate by an officer of the Bank as to the monies and/or liabilities for the time being due or incurred to the Bank from or by the Mortgagor shall (save in the case of manifest error) be conclusive evidence against the Mortgagor in any legal proceedings.

14 CONSTITUTIONAL DOCUMENTS

The Mortgagor (if it is a company) certifies that neither the entering into nor the performance by it of its obligations under this Deed contravene any of the provisions of its constitutional documents or any law binding upon it.

15 NOTICE TO THE LAND REGISTRY

The Mortgagor and the Bank hereby apply to the Chief Land Registrar for a restriction and a note to be entered on the Register against the title referred to in the First Schedule hereto to the effect that:

- 15.1 no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2026 in favour of Close Brothers Limited referred to in the charges register; and
- 15.2 this Deed secures further advances and that the Bank is under an obligation to make further advances.

16 EFFICACY OF DEED

- 16.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 16.2 Any waiver or variation of any right or remedy by the Bank (whether arising under this Deed or under the general law), or any consent or other relaxation of the same or any indulgence time or relaxation granted at any time by the Bank to the Mortgagor or to any other person, shall without any express reservation to that effect be deemed to be without prejudice and shall not affect exercise at any time hereafter by the Bank of all or any of its rights and remedies under this Deed which rights and remedies shall continue in full force and effect as though no such waiver or variation had been made or indulgence time or relaxation granted.

17 NOTICES

- 17.1 Each notice, request, demand or other document to be given or made hereunder shall be in writing addressed to the relevant party at the relevant party's address specified herein or at such other address as the relevant party last notified to the other in writing or at the relevant party's registered office last known address or place of business.
- 17.2 Any notice, request, demand or other communication to be given or made by one party to the other shall be deemed made:
- (a) when left at the address referred to in Clause 17.1; or
 - (b) in the case of a notice to the Mortgagor (being a company) when served on any one of the directors or on the secretary thereof; or
 - (c) three days after posting by first class post addressed as required in (a) or (b) above (if given or made by letter).

18 INTERPRETATION

- 18.1 In this Deed where the context so admits the expression the "Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security the expression the "Bank" shall include persons deriving title under the Bank and save in the case of such persons deriving such title or entitled to redeem the security no term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party hereto.
- 18.2 Any reference to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- 18.3 Where the Mortgagor shall comprise of two or more parties the expression the "Mortgagor" shall throughout mean and include such two or more parties and each or any of them or (as the case may require) and shall so far as the context admits or requires be construed as well in the plural as in the singular and all covenants charges agreements and undertakings express or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertaking by such parties. And in particular this security and the covenant in Clause 1 hereof and the remaining covenants charges agreements and undertakings shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person.
- 18.4 A reference in this Deed to a charge or mortgage of or over the Property includes:
- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;

- (b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Mortgagor in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence agreement for sale or agreement for lease in respect of the Property.

18.5 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

18.6 Words importing the singular are to import the plural and vice versa. Words importing the masculine shall include the feminine and neuter and vice versa.

18.7 Clause headings are for ease of reference and shall not affect the interpretation of this Deed.

18.8 The terms of any facility letter or facility agreement under which the Bank advances monies to the Mortgagor and all other related finance documents (together the **Finance Documents**) and any other agreement or instrument between the Bank and the Mortgagor in relation to any Finance Document are incorporated in this deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any Property contained in this deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

19 **GOVERNING LAW AND JURISDICTION**

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

19.2 The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

19.3 The Mortgagor irrevocably consents to any process in any proceedings under clause 19.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

20 **ASSIGNMENT**

- 20.1 The Bank may at any time, without the consent of the Mortgagor, assign or transfer the whole or any part of the Bank's rights and obligations under this Deed to any person.
- 20.2 The Mortgagor may not assign any of its rights or transfer any of its obligations under this Deed or enter into any transaction, which would result in any of the Mortgagor's rights or obligations under this Deed passing to another person.

IN WITNESS whereof the Mortgagor has caused these presents to be executed as its Deed and the Bank has caused these presents to be signed by way of agreement on its behalf on the day and year first before written

The First Schedule

(the Property)

The freehold land and buildings known as:

- 2 to 28 (even numbers) High Street and land at the back, St Mary's Vicarage and garages at the back of 1 to 7 Princes Parade, Potters Bar with title number HD41294;
- 30-32 High Street, Potters Bar, Hertfordshire EN6 5AF with title number HD284769;
- 1-7 Princes Parade, High Street, Potters Bar EN6 5AE with title number HD97989; and

such right, title and interest, if any, as the Mortgagor has in the following unregistered land:

- (i) the land coloured green on the title plan to HD41294 set out at Appendix 1 and marked "Green Land Plan";
- (ii) the land edged blue on the plan set out at Appendix 2 and marked "Blue Land Plan"; and
- (iii) the land edged brown on the plan set out at Appendix 2 and marked "Brown Land Plan"

The Second Schedule

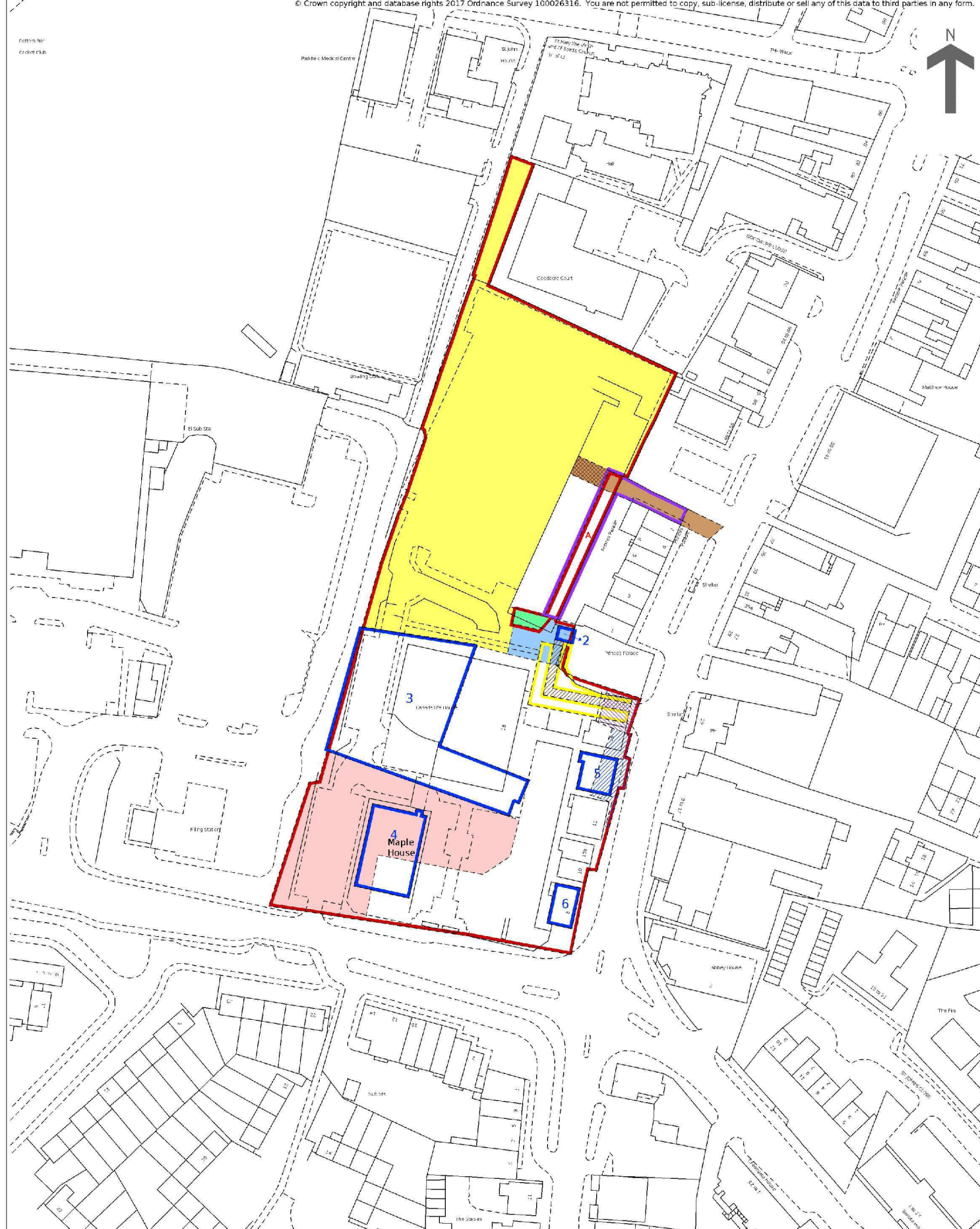
(Short particulars of the prior charge(s) - If none this should be stated)

<i>Date</i>	<i>Parties</i>	<i>Document</i>
None.		

APPENDIX 1
Green Land Plan

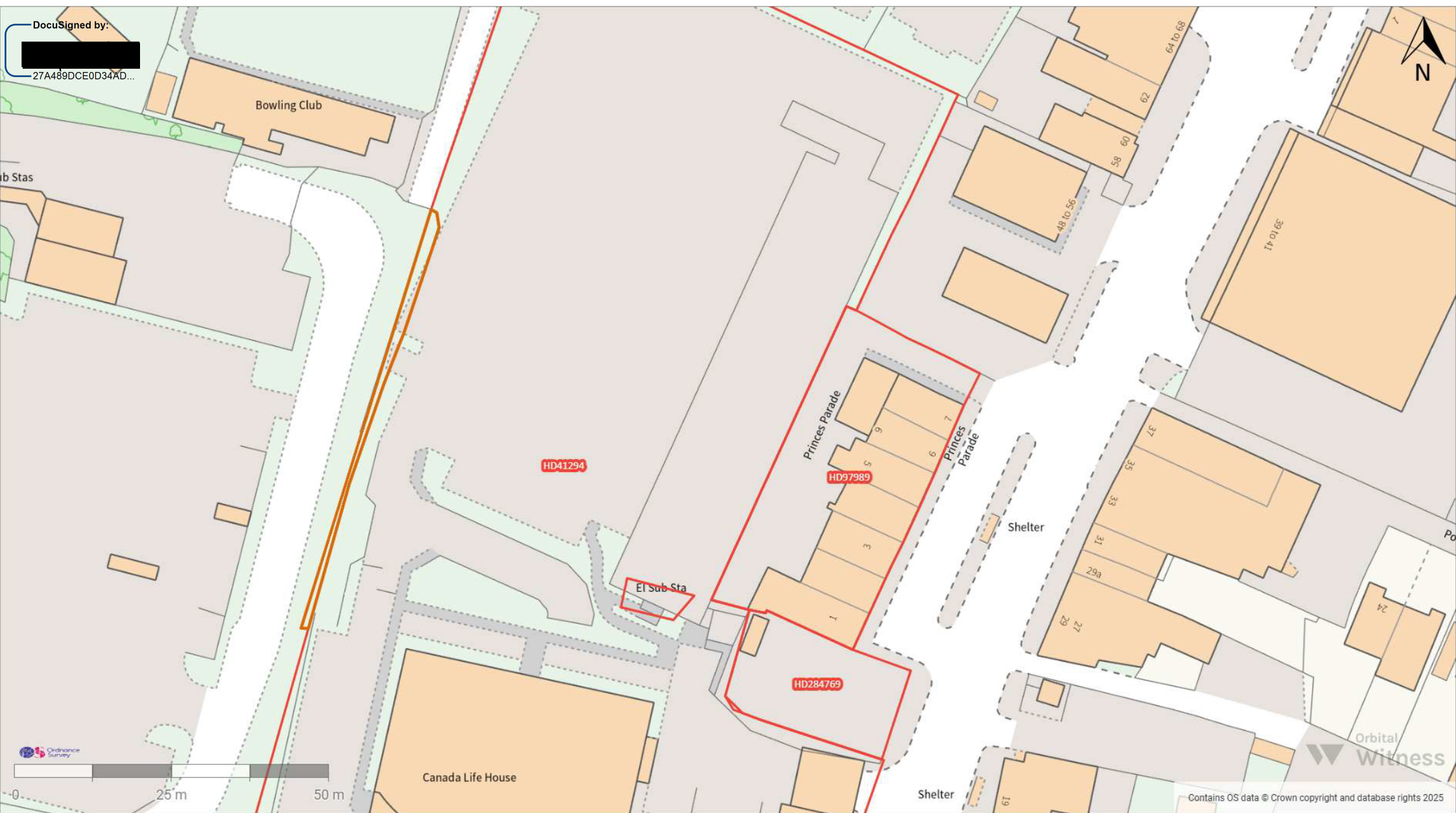
Official copy of
title plan

© Crown copyright and database rights 2017 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



APPENDIX 2
Blue Land Plan & Brown Land Plan





EXECUTED as a deed by **CHASE (CANADA) LIMITED** acting by a director in the presence of:

Signature

DocuSigned by:

27A489DCE0D34AD...

Director

Name:

Signature of witness

Signed by:

65AG59B000AB402...

Name (in BLOCK CAPITALS)

Address

Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Give full name(s) of **all** the persons to be shown as registered proprietors.

1. Title number(s) of the property:	1. HD97989; 2. HD41294; 3. HD284769.
2. Property:	1. 1-7 Princes Parade, 4a, High Street, Potters Bar, EN6 5AE; 2. 2 to 28 (even numbers) High Street and land at the back, St Mary's Vicarage and Garages at the back of 1 to 7 Princes Parade, Potters Bar; 3. 30-32 High Street, Potters Bar, Hertfordshire, EN6 5AF; 4. The Unregistered Land.
3. Date:	29 May 2026
4. Transferor:	CANADA LIFE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00973271 <u>For overseas companies</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
5. Transferee for entry in the register:	CHASE (CANADA) LIMITED

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:
16266299

For overseas companies

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6. Transferee's intended address(es) for service for entry in the register:

Jasmine House, 8 Parkway, Welwyn Garden City, Hertfordshire, England, AL8 6HG.

7. The transferor transfers the property to the transferee

8. Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

Sixteen Million Two Hundred and Fifty Thousand Pounds (£16,250,000) (exclusive of Value Added Tax)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate

9. The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Modification of implied title covenants:

9.1 The Unregistered Land is transferred with no title guarantee, whether express or implied.

9.2 The covenant set out in section 2(1)(b) of the 1994 Act shall extend to this transfer provided that the words "will at the cost of the person to whom the disposition is made" are substituted for the words "will at his own cost".

	9.3 The covenant set out in section 6 of the 1994 Act shall not extend to those matters which are recorded in registers open to public inspection at the date of this transfer which are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the 1994 Act, notwithstanding section 6(3) of the 1994 Act.
Where the transferee is more than one person, place 'X' in the appropriate box. Complete as necessary. The registrar will enter a Form A restriction in the register <i>unless</i>: – an 'X' is placed: – in the first box, or – in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, <i>or</i> – it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.	1. Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

2. Additional provisions

2.1 Definitions and interpretation

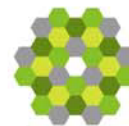
- (a) **"1994 Act"** means the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) **"Costs"** means all damages, costs, fees, disbursements, losses, claims, demands, fines, levies, liabilities, actions, penalties, proceedings and expenses whatsoever, assessed on a full indemnity basis;
- (c) **"Plan 1"** means the plan attached to this transfer and so marked;
- (d) **"Plan 2"** means the plan attached to this transfer and so marked;

"Plan 3" means the plan attached to this transfer and so marked;
- (e) **"Unregistered Land"** means such right, title and interest (if any) as the Transferor may have in the land shown (i) shaded green on Plan 1, (ii) the land shown edged blue on Plan 2 and (iii) the land shown edged brown on Plan 3;
- (f) **"Value Added Tax"** means the tax chargeable under the Value Added Tax 1994 or under any other legislation replacing it and further means such tax at the rate in force when the relevant supply is made and any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time.

2.2 Transfer subject to various matters

The Property is transferred subject to and (insofar as the Transferor can transfer them) with the benefit of:

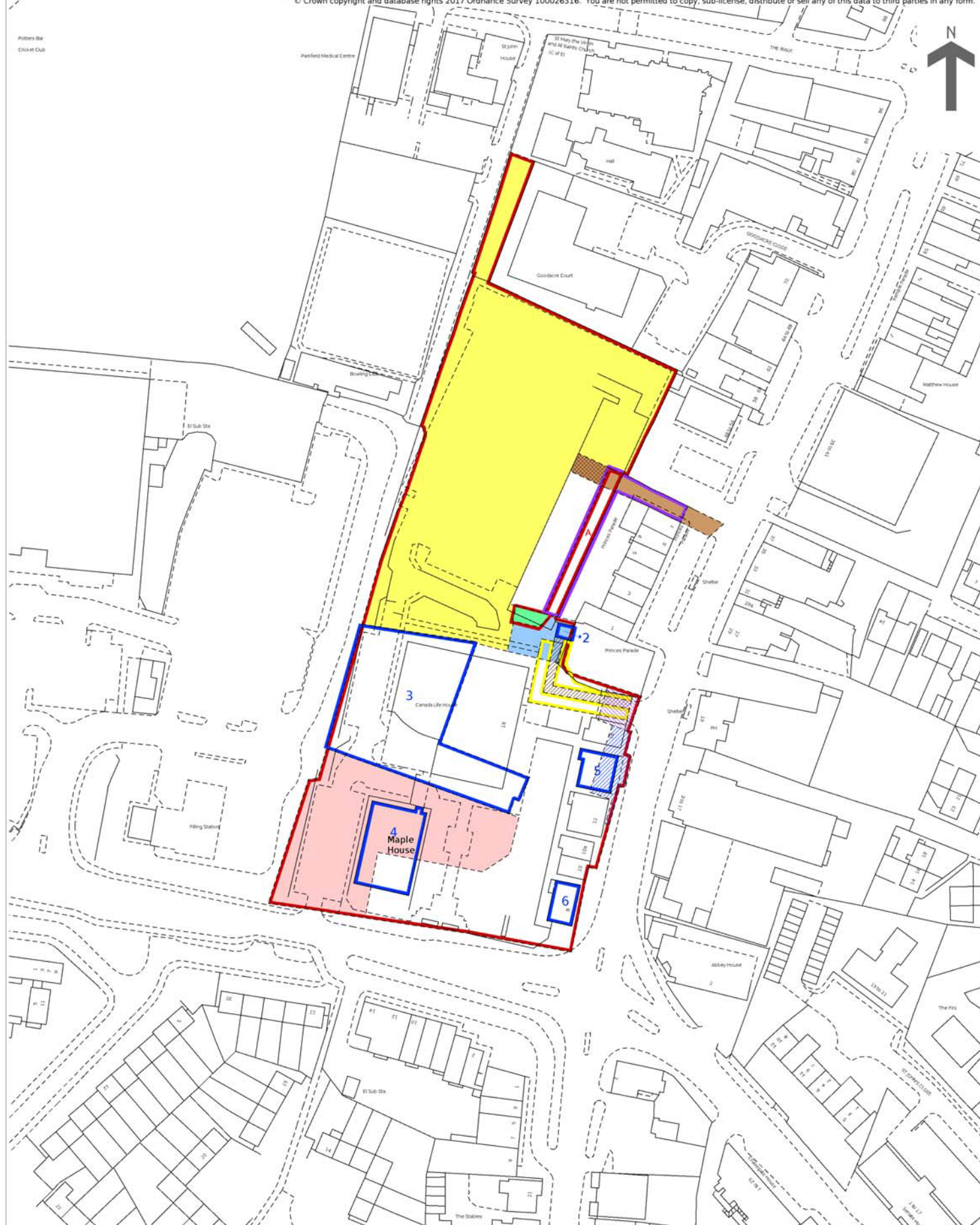
- (a) the matters contained or referred to in the entries or records made in the registers maintained by the Land Registry under title numbers HD97989 as at 11:00 am on 27 January 2025, HD41294 as at 12:20:13 on 14 March 2025 and HD284769 as at 06:38 pm on 3 March 2025;
- (b) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made (formally or informally, and whether in



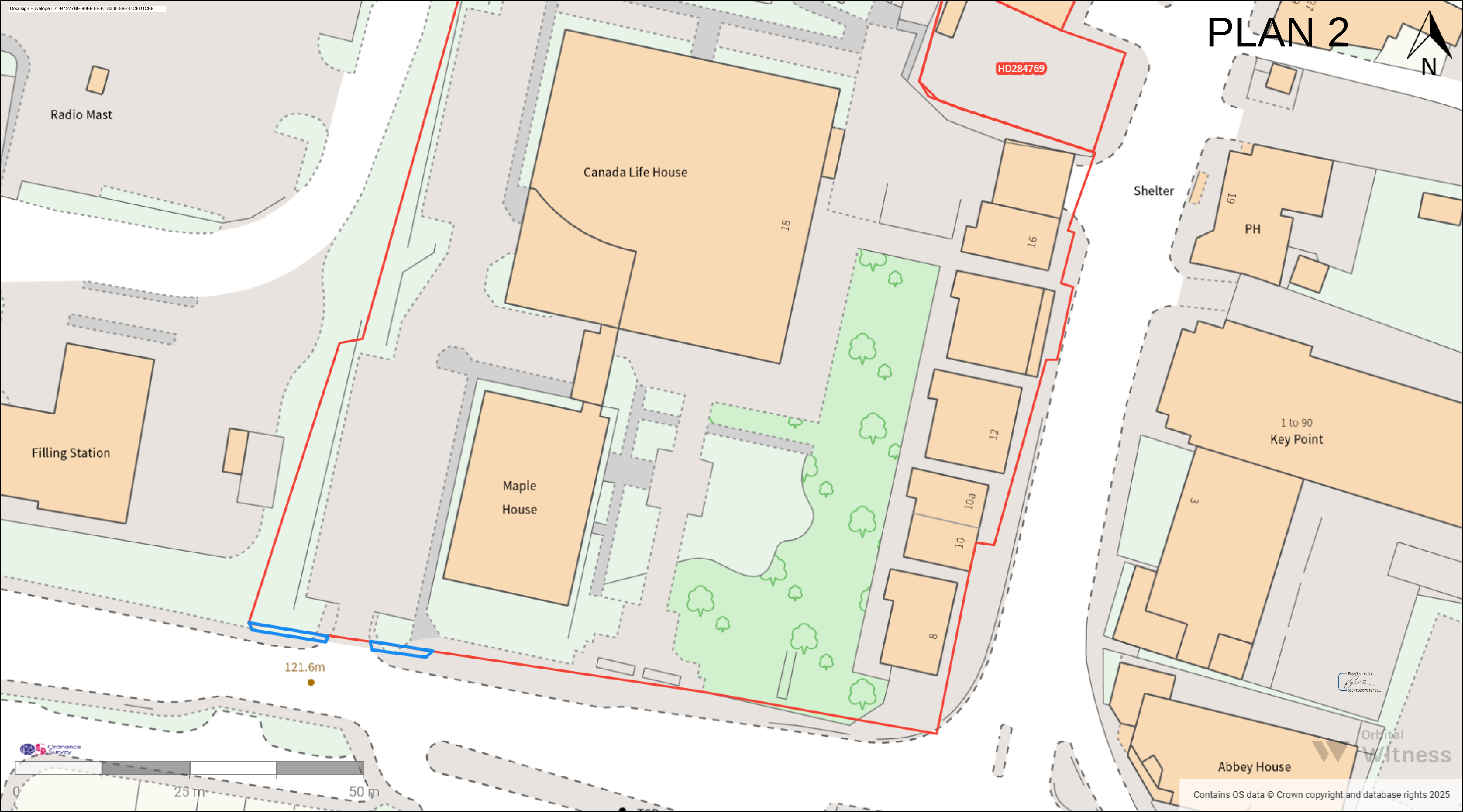
Official copy of
title plan

PLAN 1

© Crown copyright and database rights 2017 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



PLAN 2



Radio Mast

Canada Life House

HD284769

Shelter

PH

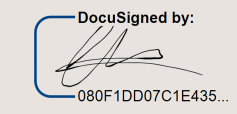
Filling Station

Maple House

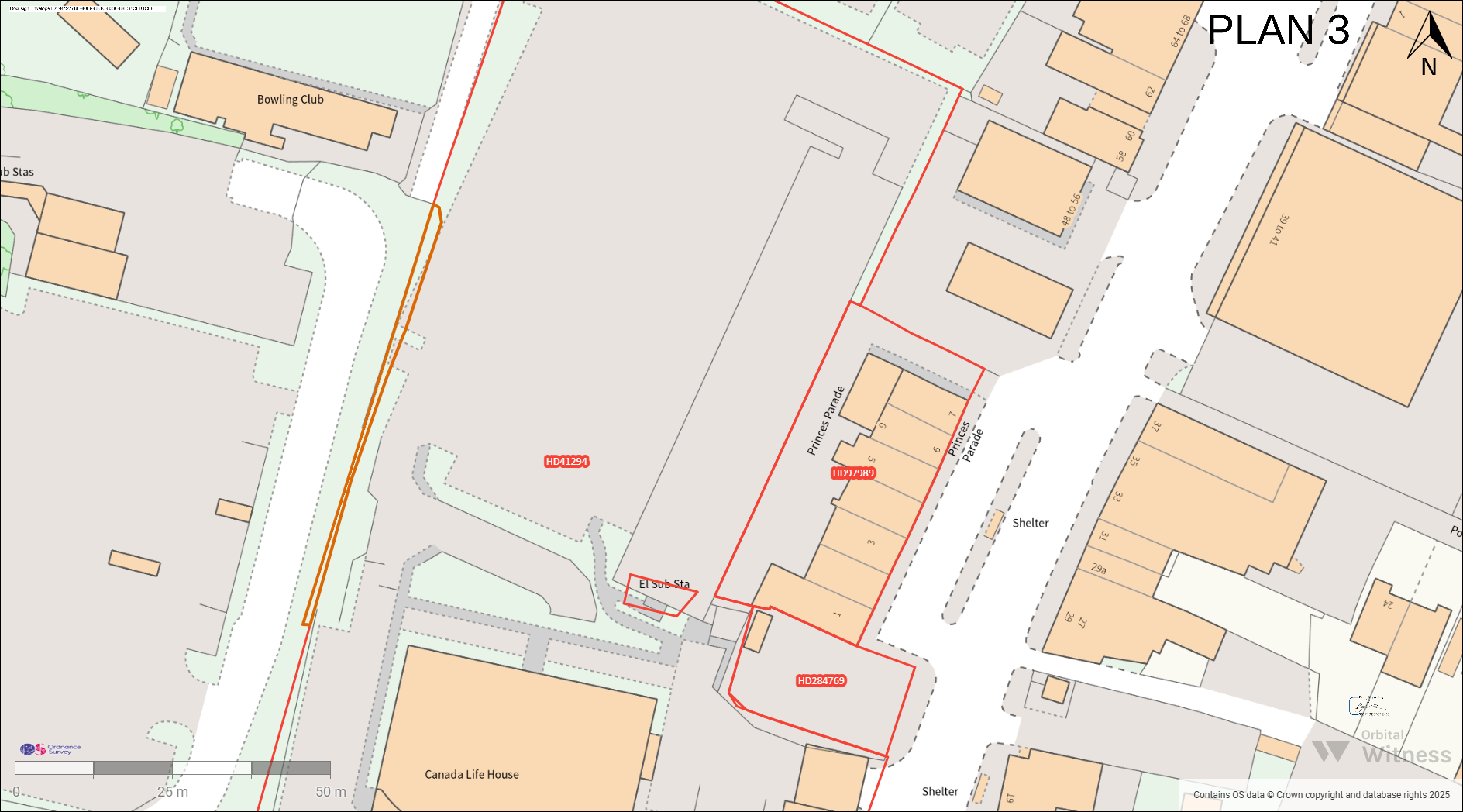
1 to 90
Key Point

121.6m

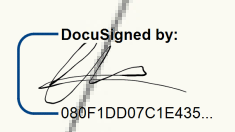
Abbey House



Orbital
Witness



PLAN 3



person, in writing or orally) before entering into this transfer;

- (c) any matters disclosed by any other searches and enquiries made or raised by the Transferee (formally or informally, and whether in person, in writing or orally) before entering into this transfer;
- (d) any matters which are unregistered interests which override registered dispositions under schedule 3 to the Land Registration Act 2002 or are preserved by the transitional provisions of schedule 12 of that Act, without any obligation on the Transferor to specify the same;
- (e) all public requirements and any other matters arising by virtue of any legislation;
- (f) any matters discoverable by inspection of the Property;
- (g) any matters the Transferor does not and could not reasonably know about;
- (h) the rents, covenants, conditions and all other provisions and obligations contained in, referred to in or arising under any occupational tenancy subsisting as at the date of this transfer;
- (i) this transfer;

for the benefit of the Transferee and its successors in title.

2.3 Transferee covenants

The Transferee covenants with the Transferor and the Transferor's estate (by way of indemnity only (on an after tax basis)), that the Transferee and its successors in title will at all times from the date of this transfer observe and perform the covenants, restrictions, stipulations, conditions and other matters (to the extent they are subsisting and capable of being enforced) contained in or referred to in:

- (a) the property and charges registers of title numbers HD97989, HD41294 and HD284769; and
- (b) this transfer.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

3. Execution

SELLER

EXECUTED as a Deed by

acting jointly as attorneys for
and in the name of
CANADA LIFE LIMITED
in the presence of:

Signature

Witness Signature:

Witness Name:

Witness Address:

and

acting jointly as attorneys for
and in the name of
CANADA LIFE LIMITED
in the presence of:

Signature

Witness Signature:

Witness Name:

Witness Address:

BUYER	
EXECUTED as a deed by CHASE (CANADA) LIMITED acting by a director	))) DocuSigned by: [Redacted]080F1DD07C1E435.....
in the presence of	Director
Witness Signature:	Signed by: [Redacted]05AC59D099AD462.....
Witness Name:	
Christina Smith	
Address:	
5 Fielding Way Stevenage	
SG1 4SP	

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Give full name(s) of **all** the persons to be shown as registered proprietors.

1.	Title number(s) of the property: 1. HD97989; 2. HD41294; 3. HD284769.
2.	Property: 1. 1-7 Princes Parade, 4a, High Street, Potters Bar, EN6 5AE; 2. 2 to 28 (even numbers) High Street and land at the back, St Mary's Vicarage and Garages at the back of 1 to 7 Princes Parade, Potters Bar; 3. 30-32 High Street, Potters Bar, Hertfordshire, EN6 5AF; 4. The Unregistered Land.
3.	Date: 29 May 2026
4.	Transferor: CANADA LIFE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00973271 <u>For overseas companies</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
5.	Transferee for entry in the register: CHASE (CANADA) LIMITED

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:
16266299

For overseas companies

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6. Transferee's intended address(es) for service for entry in the register:
Jasmine House, 8 Parkway, Welwyn Garden City, Hertfordshire, England, AL8 6HG.

7. The transferor transfers the property to the transferee

8. Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

Sixteen Million Two Hundred and Fifty Thousand Pounds (£16,250,000) (exclusive of Value Added Tax)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate

9. The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Modification of implied title covenants:

9.1 The Unregistered Land is transferred with no title guarantee, whether express or implied.

9.2 The covenant set out in section 2(1)(b) of the 1994 Act shall extend to this transfer provided that the words "will at the cost of the person to whom the disposition is made" are substituted for the words "will at his own cost".

	9.3 The covenant set out in section 6 of the 1994 Act shall not extend to those matters which are recorded in registers open to public inspection at the date of this transfer which are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the 1994 Act, notwithstanding section 6(3) of the 1994 Act.
Where the transferee is more than one person, place 'X' in the appropriate box. Complete as necessary. The registrar will enter a Form A restriction in the register <i>unless</i>: – an 'X' is placed: – in the first box, or – in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, <i>or</i> – it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.	1. Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

2. Additional provisions

2.1 Definitions and interpretation

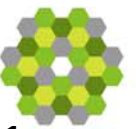
- (a) **"1994 Act"** means the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) **"Costs"** means all damages, costs, fees, disbursements, losses, claims, demands, fines, levies, liabilities, actions, penalties, proceedings and expenses whatsoever, assessed on a full indemnity basis;
- (c) **"Plan 1"** means the plan attached to this transfer and so marked;
- (d) **"Plan 2"** means the plan attached to this transfer and so marked;

"Plan 3" means the plan attached to this transfer and so marked;
- (e) **"Unregistered Land"** means such right, title and interest (if any) as the Transferor may have in the land shown (i) shaded green on Plan 1, (ii) the land shown edged blue on Plan 2 and (iii) the land shown edged brown on Plan 3;
- (f) **"Value Added Tax"** means the tax chargeable under the Value Added Tax 1994 or under any other legislation replacing it and further means such tax at the rate in force when the relevant supply is made and any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time.

2.2 Transfer subject to various matters

The Property is transferred subject to and (insofar as the Transferor can transfer them) with the benefit of:

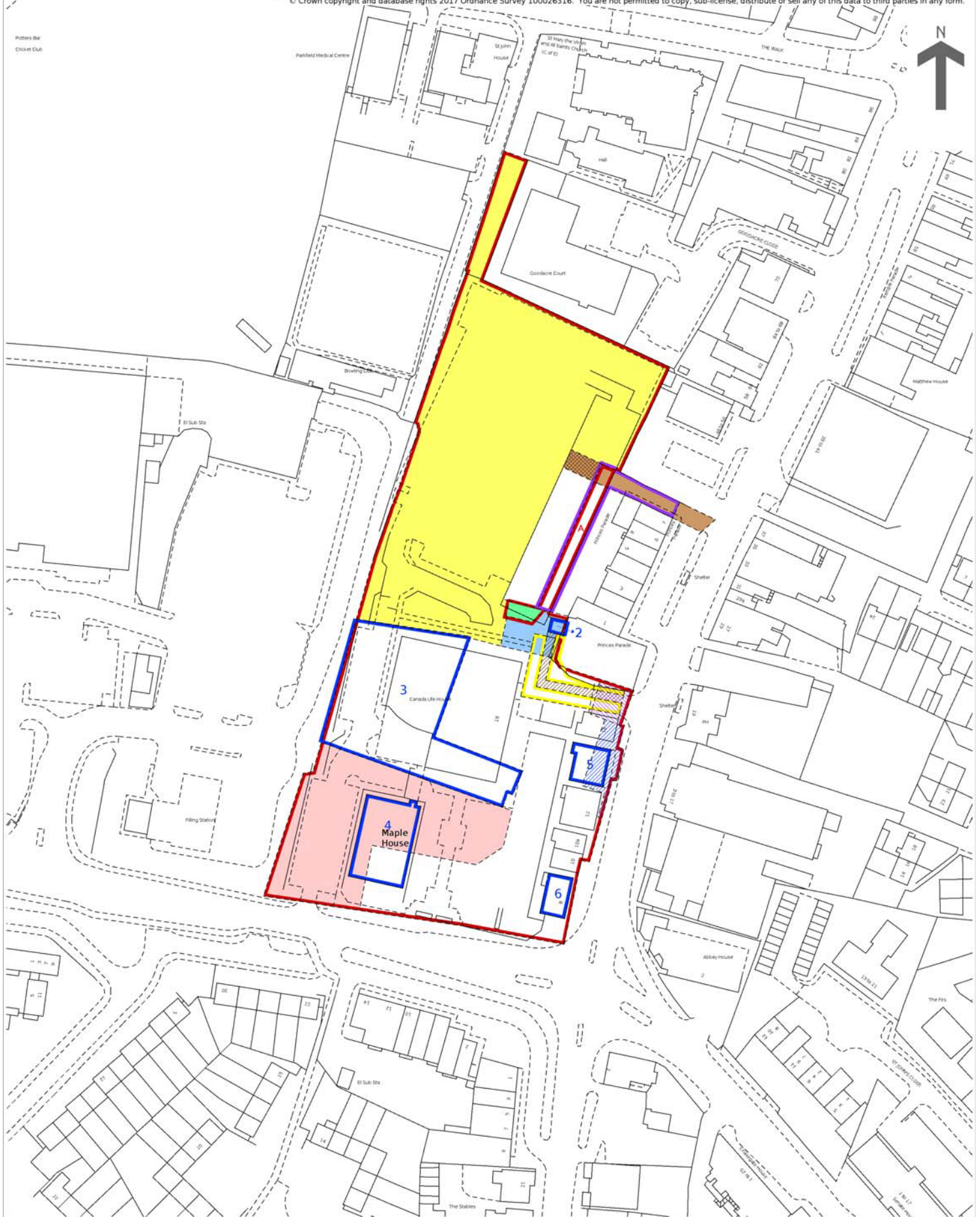
- (a) the matters contained or referred to in the entries or records made in the registers maintained by the Land Registry under title numbers HD97989 as at 11:00 am on 27 January 2025, HD41294 as at 12:20:13 on 14 March 2025 and HD284769 as at 06:38 pm on 3 March 2025;
- (b) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made (formally or informally, and whether in



Official copy of
title plan

PLAN 1

© Crown copyright and database rights 2017 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



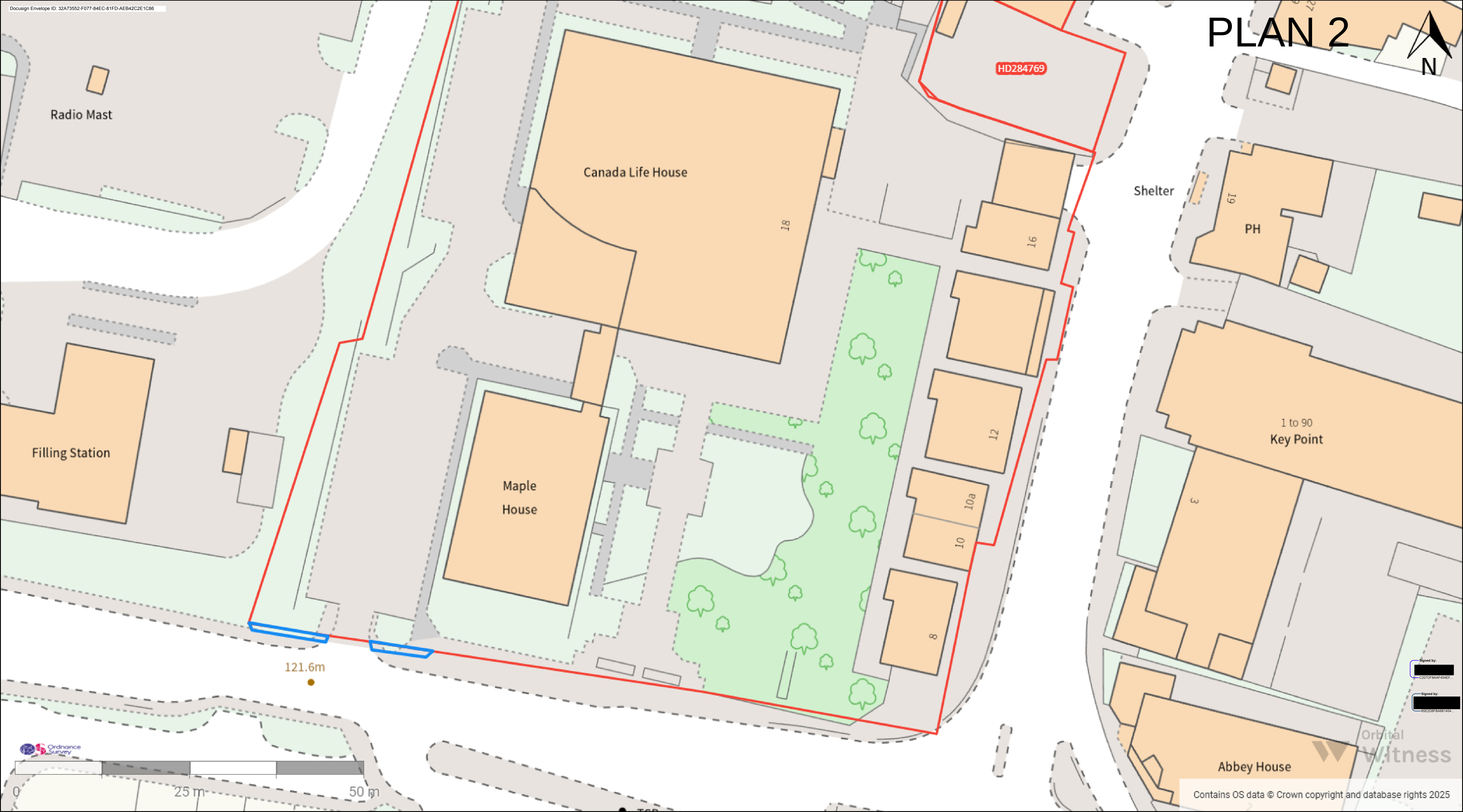
Signed by:

C207DF8AAF454EF...

Signed by:

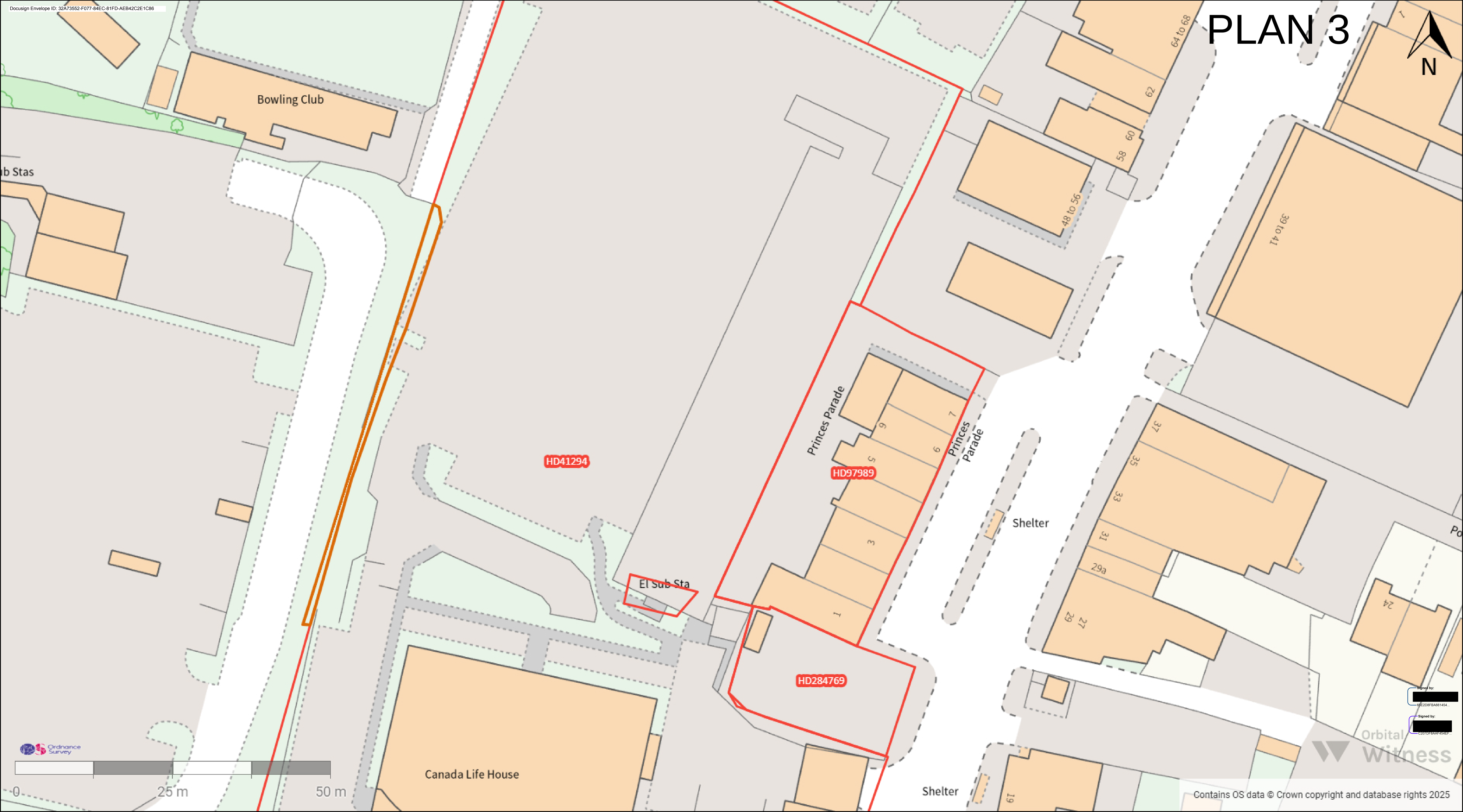
- 65E2D8FBA661454...

PLAN 2



Signed by: [Signature]
Signed by: [Signature]

Orbital
Witness



PLAN 3



Signed by: [redacted]
Signed by: [redacted]



person, in writing or orally) before entering into this transfer;

- (c) any matters disclosed by any other searches and enquiries made or raised by the Transferee (formally or informally, and whether in person, in writing or orally) before entering into this transfer;
- (d) any matters which are unregistered interests which override registered dispositions under schedule 3 to the Land Registration Act 2002 or are preserved by the transitional provisions of schedule 12 of that Act, without any obligation on the Transferor to specify the same;
- (e) all public requirements and any other matters arising by virtue of any legislation;
- (f) any matters discoverable by inspection of the Property;
- (g) any matters the Transferor does not and could not reasonably know about;
- (h) the rents, covenants, conditions and all other provisions and obligations contained in, referred to in or arising under any occupational tenancy subsisting as at the date of this transfer;
- (i) this transfer;

for the benefit of the Transferee and its successors in title.

2.3 Transferee covenants

The Transferee covenants with the Transferor and the Transferor's estate (by way of indemnity only (on an after tax basis)), that the Transferee and its successors in title will at all times from the date of this transfer observe and perform the covenants, restrictions, stipulations, conditions and other matters (to the extent they are subsisting and capable of being enforced) contained in or referred to in:

- (a) the property and charges registers of title numbers HD97989, HD41294 and HD284769; and
- (b) this transfer.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

3. Execution

SELLER

EXECUTED as a Deed by)
Robin James)
_____)
acting jointly as attorneys for)
and in the name of)
CANADA LIFE LIMITED)
in the presence of:)

Signed by:

C207DF8AAF454EF...
Signature

Witness Signature: _____
Signed by:

496B17E9B48B412...

Witness Name:

Witness Address:

London EC2N 4BQ

and)
_____) is)
_____))
acting jointly as attorneys for)
and in the name of)
CANADA LIFE LIMITED)
in the presence of:)

Signed by:

65E2D8FBA661454...
Signature

Witness Signature: _____
Signed by:

496B17E9B48B412...

Witness Name:

Witness Address:

BUYER

EXECUTED as a deed by

CHASE (CANADA) LIMITED

acting by a director

)
)
)
.....

in the presence of

Director

Witness Signature:

.....

Witness Name:

.....

Address:

.....

.....

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

From: Digital Registration Service
<digital.registration.service@notifications.service.gov.uk>
Sent: 24 June 2026 16:30
To: Rory Macpherson
Subject: Your DRS application (reference Y034CLV) has been accepted and is on the day list



Your application has been accepted

Your application to change the register has been accepted.

HM Land Registry reference: Y034CLV (quote this reference in any correspondence).

Application type: Register update

Title numbers:

- HD97989
- HD41294
- HD284769
- HD632868

Priority date: 24 June 2026

Priority time: 16:29

Your reference: RAM/74648.123

[Download your e-AP1](#) (this link will not work after 22 December 2027).

Do not reply to this email which was sent from an unmonitored address.

1	Local authority serving the property: Full postcode of property (if any):														
2	Title numbers: HD97989, HD41294, HD284769, HD632868 Transactions and titles in this application <table><tr><th>Transactions</th><th>Title numbers</th></tr><tr><td>Transfer for value</td><td>HD97989, HD41294, HD284769, HD632868</td></tr><tr><td>Charge</td><td>HD97989, HD41294, HD284769, HD632868</td></tr><tr><td>Restriction (standard wording) (RX1)</td><td>HD97989, HD41294, HD284769, HD632868</td></tr></table>	Transactions	Title numbers	Transfer for value	HD97989, HD41294, HD284769, HD632868	Charge	HD97989, HD41294, HD284769, HD632868	Restriction (standard wording) (RX1)	HD97989, HD41294, HD284769, HD632868						
Transactions	Title numbers														
Transfer for value	HD97989, HD41294, HD284769, HD632868														
Charge	HD97989, HD41294, HD284769, HD632868														
Restriction (standard wording) (RX1)	HD97989, HD41294, HD284769, HD632868														
3	The application affects the whole of all titles														
4	Application, priority and fees: <table><tr><th>Application/Priority</th><th>Price paid/Value (£)</th><th>Fees (£)</th></tr><tr><td>Transfer for value (1)</td><td>16,250,000</td><td>500</td></tr><tr><td>Charge (2)</td><td>14,000,000</td><td>0</td></tr><tr><td>Restriction (standard wording) (RX1) (3)</td><td>-</td><td>0</td></tr></table> Total Fee (£): 500 Fee payment method: Direct Debit	Application/Priority	Price paid/Value (£)	Fees (£)	Transfer for value (1)	16,250,000	500	Charge (2)	14,000,000	0	Restriction (standard wording) (RX1) (3)	-	0		
Application/Priority	Price paid/Value (£)	Fees (£)													
Transfer for value (1)	16,250,000	500													
Charge (2)	14,000,000	0													
Restriction (standard wording) (RX1) (3)	-	0													
5	Documents lodged with this form: <table><tr><th>Application attachments</th><th>Certified copy statement</th></tr><tr><td>TR1 Registered title(s): whole transfer</td><td>Certified</td></tr><tr><td>Conveyancer's Certificate</td><td>Certified</td></tr><tr><td>Stamp Duty Land Tax</td><td>Certified</td></tr><tr><td>Stamp Duty Land Tax</td><td>Certified</td></tr><tr><td>Stamp Duty Land Tax</td><td>Certified</td></tr><tr><td>Stamp Duty Land Tax</td><td>Certified</td></tr></table>	Application attachments	Certified copy statement	TR1 Registered title(s): whole transfer	Certified	Conveyancer's Certificate	Certified	Stamp Duty Land Tax	Certified	Stamp Duty Land Tax	Certified	Stamp Duty Land Tax	Certified	Stamp Duty Land Tax	Certified
Application attachments	Certified copy statement														
TR1 Registered title(s): whole transfer	Certified														
Conveyancer's Certificate	Certified														
Stamp Duty Land Tax	Certified														
Stamp Duty Land Tax	Certified														
Stamp Duty Land Tax	Certified														
Stamp Duty Land Tax	Certified														

Mortgage Deed	Certified
Correspondence	Certified
Correspondence	Certified
Certificate of registration issued by Companies House	Certified
Power of Attorney	Certified
Evidence	Certified
Correspondence	Certified
RX1 Restriction	Certified
RX1 Restriction	Certified

The documents lodged with this application with a certification status of 'Certified' are listed and I certify they are true copies of the originals.

I confirm the charge lodged has been filed at Companies House and relates to the accompanying certificate of registration.

6 The applicant:

Applicant type	Application details
UK company or LLP	Chase (Canada) Limited Registered number of company or limited liability partnership including any prefix: 16266299

7 The application is sent to HM Land Registry by

Key number	6443128
Name	COLLYER BRISTOW LLP 163 London Chancery Lane
Email	[REDACTED]
Reference	RAM/74648.123
Phone	[REDACTED]

8 Third party notification:

9 The address for service for each proprietor of the registered estates to be entered in the register is:

Name	Chase (Canada) Limited
Address for service	CHASE NEW HOMES LTD 8 PARKWAY WELWYN GARDEN CITY

	AL8 6HG
--	---------

10

Name and addresses for service of the proprietor of any new charge to be entered in the register:

Charge (2)	
MD Reference	MD622R
Date of charge	29 May 2026
Lender	Close Brothers Limited

11

Disclosable overriding interests:

None

12

Confirmation of identity

I am a conveyancer, or acting on behalf of a conveyancer

13

Party representation and evidence of identity

Details of conveyancer acting:

Role:	Name:	Represented by:
Transferee Borrower	Chase (Canada) Limited	Lodging conveyancer
Transferor	Canada Life Limited	TAYLOR WESSING LLP, 5 NEW STREET SQUARE, LONDON, EC4A 3TW Reference:
Lender	Close Brothers Limited	DLA Piper UK LLP D L A PIPER UK LLP, 160 ALDERSGATE STREET, LONDON, EC1A 4HT Reference:
Attorney	Lindsey Rix-Broom	TAYLOR WESSING LLP, 5 NEW STREET SQUARE, LONDON, EC4A 3TW Reference:
Attorney	Lindsey Rix-Broom	TAYLOR WESSING LLP, 5

		NEW STREET SQUARE, LONDON, EC4A 3TW Reference:
14		
15	I confirm I have read and understood the warning statement connected with this application: Signature: COLLYER BRISTOW LLP Date: 24-Jun-26	

APPENDIX 2

Letter from Matthew Pennycook to Planning Inspectorate dated 6 October 2026



Ministry of Housing,
Communities &
Local Government

Rt Hon Matthew Pennycook MP
Minister of State for Housing and Planning
2 Marsham Street
London
SW1P 4DF

Graham Stallwood
Chief Executive
The Planning Inspectorate

6 October 2026

Dear Graham,

THE NEW NATIONAL PLANNING POLICY FRAMEWORK: CREATING A CLEAR, RULES-BASED PLANNING SYSTEM

The publication of the new National Planning Policy Framework on 17 August was a significant milestone in this government's reform of the planning system. As you know, the new Framework sets out national planning policy in a clearer and more comprehensive manner and incorporates a number of substantive reforms designed to boost housing supply and unlock economic growth in the years ahead.

The new Framework is a material consideration of critical importance when it comes to making decisions on development proposals. The Planning Inspectorate, through its operation of the appeals system and consideration of applications made directly to it, will play a vital role in embedding its approach into day-to-day development management. I am writing to you to highlight key elements of the new Framework that are intended to support the government's ambitions in respect of boosting housing supply and driving economic growth.

The Framework's revised presumption in favour of sustainable development introduces a more rules-based approach to identifying what forms of development are acceptable in principle in different locations. It is a key means by which the Framework should make development management more certain, consistent and streamlined.

Subject to specified exemptions, the revised presumption supports development within settlements by default, with the intention of maximising the use of suitable land in these locations for development (in conjunction with the policies in the dedicated chapter on making effective use of land). Outside settlements, we have introduced clearer rules for what development should be supported in principle, including in instances where a local planning authority cannot demonstrate a five-year supply of deliverable sites for housing.

For development proposals within settlements, or those outside settlements that are supported in principle, a universal tilt in favour of granting permission is engaged. This tilt makes clear that development should be approved unless the benefits of doing so would be substantially outweighed by adverse effects, when assessed against the decision-making policies in the Framework (including specific safeguards noted in the sustainable development policies themselves). This tilt in favour is a clear representation of the government's commitment to a planning system that is an enabler of

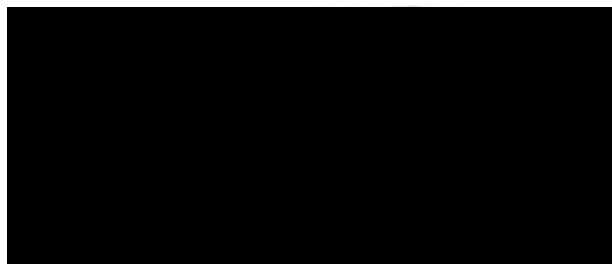
appropriate development and is something which the Framework places at the heart of decision-making.

The new Framework also emphasises the importance of certain benefits by identifying where substantial weight should be afforded to them. This includes the benefits of providing homes which meet the evidenced needs of communities and the economic benefits of commercial development that allow businesses to invest, adapt and/or expand. Applying this weight appropriately will support our ambitions in respect of housing supply and economic growth.

This Framework presents an opportunity to reset the national approach to development management in a way that is beneficial to all. The Inspectorate has a central role to play in supporting its implementation, to help ensure that these benefits are seen as quickly as possible.

I would therefore be grateful if you would share this letter with Inspectors conducting planning appeals and assessing applications. I value the Planning Inspectorate's independent role in conducting appeals and reaching conclusions on the evidence before it, and I know that the Inspectorate shares the government's determination to ensure that the planning system provides for more consistent and certain outcomes and acts as an enabler of growth in every postcode. I look forward to continuing to work with you to achieve that objective.

Best wishes,



RT HON MATTHEW PENNYCOOK MP
Minister of State for Housing and Planning