SCHEDULE 12 - ENVIRONMENT & ORDNANCE

RELEVANT DEFINITIONS

"**Air Quality Monitoring Contribution**"	means the sum of £78,550 (seventy eight thousand five hundred and fifty British pounds) to be used for Air Quality Monitoring Purposes;
"**Air Quality Monitoring Purposes**"	means the implementation of a monitoring programme to be undertaken by SCDC to assess/verify the impact of the Development (if any) both during construction and operational phases on air quality on the area in the vicinity of the Site (and including the local road network) and as appropriate within the Site and which shall include the purchase installation, operation and maintenance of such equipment as shall be required to undertake such monitoring provided that such equipment shall be solely used in connection with the monitoring of the impact of the Development and to enable SCDC to fulfil its obligations under Local Air Quality Management as a result of the Development;
"**Longstanton Technical Purposes**"	means the procurement of technical assistance by SCDC regarding design calculations for waterflows along the Longstanton watercourses within the Site;
"**Longstanton Watercourse Flows Contribution**"	means the sum of £1,500 (one thousand five hundred British pounds) to be used towards Longstanton Technical Purposes;
"**Noise and Vibration Monitoring Equipment Contribution**"	means the sum of £31,625 (thirty one thousand six hundred and twenty five British pounds) to be used for the purchase of Noise and Vibration Monitoring Equipment Purposes;
"**Noise and Vibration Monitoring Equipment Purposes**"	means such noise and vibration monitoring equipment as shall be required to accurately verify the impact of the Development (if any) both during construction and operational phases on noise and vibration levels in the area in the vicinity of the Site and as appropriate within the Site provided that such equipment shall be solely used in connection with the monitoring of the impact of the Development
"**Unexploded Ordnance Evacuation Event(s)**"	means any evacuation of people and or livestock required as a result of the discovery of unexploded ordnance on the Site
"**Unexploded Ordnance Evacuation Event Live Costs Demand**"	means a written demand sent jointly on behalf of SCDC and/or the County Council that sets out the respective costs incurred by or on behalf of both SCDC and/or the County Council including written justification and a detailed breakdown together with receipts setting out the separate and individual costs incurred by or on behalf of SCDC and the County Council and for the avoidance of doubt such a written demand shall only seek to recover costs in arrears PROVIDED THAT where either SCDC or the County Council do not incur Unexploded Ordnance Evacuation Event Live Costs then such written demand shall state this and must still

	be submitted on behalf of both SCDC and the County Council so that the Owners have certainty that there are no additional costs outstanding or that will be claimed PROVIDED FURTHER THAT only one such written demand may be permitted to be made by SCDC and the County Council in relation to each Unexploded Ordnance Evacuation Event and which demand shall deal with any and all incurred Unexploded Ordnance Evacuation Event Live Costs associated with that Unexploded Ordnance Evacuation Event SUBJECT ALWAYS that the combined costs that are the subject of any and all such written demands shall not seek to demand payment of more than the Unexploded Ordnance Evacuation Live Costs Cap;
"Unexploded Ordnance Evacuation Event Live Costs"	means any costs to SCDC and/or the County Council of directly supporting and resourcing any and all Unexploded Ordnance Evacuation Events PROVIDED THAT SCDC and the County Council shall only be entitled to reimbursement of their costs incurred in the required resourcing for all Unexploded Ordnance Evacuation Events;
"Unexploded Ordnance Evacuation Event Live Costs Cap"	means the combined sum for the direct costs to SCDC and/or the County Council of directly supporting and resourcing all Unexploded Ordnance Evacuation Events which shall not total more than £60,000 (sixty thousand British pounds) per Unexploded Ordnance Evacuation Event which shall be paid to SCDC and/or the County Council in such proportions as shall be set out in the Unexploded Ordnance Evacuation Live Costs Demand;
"Unexploded Ordnance Evacuation Event Planned Costs Demand"	means a written demand sent jointly on behalf of SCDC and the County Council that sets out the respective costs incurred by both SCDC and the County Council including written justification and a detailed breakdown together with receipts setting out the separate and individual costs incurred by SCDC and the County Council and for the avoidance of doubt such a written demand shall only seek to recover costs in arrears PROVIDED THAT where either SCDC or the County Council do not incur Unexploded Ordnance Evacuation Event Planned Costs then such written demand shall state this and must still be submitted on behalf of both SCDC and the County Council so that the Owners have certainty that there are no additional costs outstanding or that will be claimed PROVIDED FURTHER THAT only one such written demand may be permitted to be made by SCDC and the County Council and which shall deal with any and all incurred Unexploded Ordnance Evacuation Event Planned Costs SUBJECT ALWAYS that such written demand shall not seek to demand payment of more than the Unexploded Ordnance Evacuation Planned Costs Cap;
"Unexploded Ordnance Evacuation Planned Costs Cap"	means the combined sum for forward planning of all Unexploded Ordnance Evacuation Events which shall not total more than £10,000 (ten thousand British pounds) which shall be paid to SCDC and/or the County Council in such proportions as shall be set out in the Unexploded Ordnance Evacuation Event Planned Costs Demand;
"Unexploded Ordnance	means any costs of the forward planning of all Unexploded Ordnance Evacuation Events PROVIDED THAT SCDC and the County Council shall only be entitled to reimbursement of

Evacuation Event Planned Costs"	their costs incurred in pre-planning for all Unexploded Ordnance Evacuation Events AND PROVIDED FURTHER THAT SCDC and the County Council shall only be entitled to recover costs that are properly and reasonably incurred by appointed SCDC and/or County Council officers.

1. **ENVIRONMENTAL CONTRIBUTIONS**

1.1 Prior to Commencement of any Development Parcel the Owners shall pay SCDC the Air Quality Monitoring Contribution to be used for Air Quality Monitoring Purposes only.

1.2 Prior to Implementation the Owners shall pay SCDC the Noise and Vibration Monitoring Equipment Contribution to be used for Noise and Vibration Monitoring Equipment Purposes only.

1.3 Prior to Commencement of the Earthworks the Owners shall pay the Longstanton Watercourse Flows Contribution to be used for the Longstanton Technical Purposes only.

2. **ORDNANCE**

The Owners covenant with SCDC and the County Council:

2.1 that if by Implementation or following Implementation a contract has been awarded by the Owners to undertake intrusive ground investigations on the Site including boreholes, trial boreholes, test pits and window samples and in consequence any Unexploded Ordnance Evacuation Event is required then the Owners will pay SCDC and the County Council their respective proportions as set out in the Unexploded Ordnance Evacuation Planned Demand Notice of the Unexploded Ordnance Evacuation Event Planned Costs within 40 Working Days of the receipt of the validly served Unexploded Ordnance Evacuation Planned Costs Demand.

2.2 to pay SCDC and the County Council their respective proportions as set out in the Unexploded Ordnance Evacuation Live Costs Demand of the Unexploded Ordnance Evacuation Event Live Costs within 40 Working Days of the receipt of the validly served Unexploded Ordnance Evacuation Event Live Costs Demand.

SCHEDULE 13 - GOVERNANCE

RELEVANT DEFINITIONS

"Electoral Support Contribution"	means the sum of £11,250 (eleven thousand two hundred and fifty pounds) to be used towards Electoral Support Purposes;
"Electoral Support Purposes"	means the administrative costs associated with holding an election for a town council or parish council related to Northstowe provided that this will not include the costs of candidates for any town council or parish council position for which elections are held;
"Town Council Contribution"	means the sum of £11,250 (eleven thousand two hundred and fifty British pounds) to be used towards Town Council Purposes;
"Town Council Purposes"	means the administrative costs associated with establishing pursuant to any statutory or policy guidance or requirements a town council/parish council/community council or other local representative body that will undertake any functions, roles, governance and/or responsibilities for Northstowe.

1. **TOWN COUNCIL CONTRIBUTION**

1.1 Prior to April 2015 the Owners shall pay to SCDC the Town Council Contribution to be used for Town Council Purposes only.

2. **ELECTORAL SUPPORT CONTRIBUTION**

2.1 Prior to April 2015 the Owners shall pay to SCDC the Electoral Support Contribution to Electoral Support Purposes.

SCHEDULE 14 - OPEN SPACE

RELEVANT DEFINITIONS

"the Account"	means an account to be opened by the Owners into which the Northstowe Phase 1 Maintenance Contribution will be paid by the Owners in accordance with paragraph 6 of Part 5 of this Schedule 14 and from which monies can be drawn down as provided for in this Schedule for the Northstowe Phase 1 Management and Maintenance Purposes;
"All Weather Pitch"	A senior size short pile 3G (40mm) rubber crumb artificial grass pitch designed by a specialist contractor in accordance with "Selecting the Right Artificial Pitch" which standards are jointly approved by English Hockey Board, The Football Association; The Football Foundation, The RFL; The RFU and Sport England or such variation or amendment to the standards or such other publication as may from time to time replace the standards and which may be jointly approved by the bodies for use in relation to artificial pitches;
" Alternative Public Realm Funding"	means any means of funding the Northstowe Phase 1 Management and Management Purposes other than by means of utilising the Northstowe Phase 1 Maintenance Contribution and such alternative sources of funding may include the following: 1. Annual Maintenance Charge; and/or 2. Hire charges levied on users of the Community Building, the Sports Pavilion and Sports Pitches; and/or 3. Any grants or donations whether from public or private sources.
"Annual Maintenance Charge"	means any annual maintenance charge or rent charge or other such financial charge imposed on and secured against the Dwellings whose specific purpose is to secure the financial contribution by owners of the Dwellings towards the management and maintenance of all or any part of the Public Realm where such financial charges may be levied by the Owners or a Management Company responsible for the Public Realm to which the financial charge relates and which will be imposed from the date each Dwelling is Occupied for the first time ;
"Cricket Upgrade Contribution"	means the Remaining Sports Balance (if any) that may exist at the date that the Council's Final Certificate is issued in relation to the Sports Pitches SUBJECT TO a maximum of £78,000 (seventy eight thousand British pounds) PROVIDED THAT where the Remaining Sports Balance exceeds £78,000 (seventy eight thousand British pounds) the Cricket Upgrade Contribution shall be fixed at the aforesaid maximum and any remaining monies may be utilised pursuant to the provisions of paragraph 1.2 of Part 6 of this Schedule PROVIDED ALWAYS THAT the amount of the Cricket Upgrade Contribution may be nil where the Remaining Sports Balance is nil;

"Cricket Purpose"	means towards the upgrading of the existing cricket square and outfield at the Longstanton Sports and Social Club or for new cricket facilities alongside the Sports Pitches;
"Formal MUGA"	means a multi-use games area sufficient in size to cater for two courts/pitches;
"Formal Park"	means the area of land being 0.75 hectares (unless otherwise agreed between the Owners and SCDC) within the Development whose location is shown indicatively on Plan 9 attached to this Agreement to be dedicated for use by the public as informal open space within the Development (and additionally the Informal Single Court MUGA if not provided under Schedule 8) to be laid out in accordance with the Formal Park Specification;
"Formal Park Specification"	means a specification for the size materials equipment and all other relevant details necessary for the provision of the Formal Park on the Site to be prepared by or on behalf of the Owners by a suitably qualified and professionally approved person experienced in landscape and design in preparing and reviewing specifications for such formal parks which specifications shall be submitted and approved pursuant the provisions of this Agreement PROVIDED THAT the total combined cost of providing the Formal Park (excluding the Informal Single Court MUGA) and NEAP pursuant to the Formal Park Specification and NEAP Specification shall not exceed £260,000 (two hundred and sixty thousand pounds);
"Incidental Open Space"	means any area of land immediately surrounding any part of the Open Space Land or On Site SUDS and land which would not otherwise form part of a garden of a Dwelling;
"LAP"	means a local area of play being an area of play within the Development the exact location(s) of which will be the subject of approval as part of Reserved Matters Approvals (for relevant Development Parcels) for use by children and young people which for the avoidance of doubt shall not include the provision of any equipment but which unless otherwise agreed in writing by SCDC shall be in accordance with paras 4.48 and 4.49 (inclusive) of SCDC's SPD on Open Space in New Developments ("**the Open Space SPD**");
"LAP Specification"	means a specification for the size and any other relevant details necessary for the provision of a LAP on the Site to be prepared by or on behalf of the Applicants for any Reserved Matters Approvals by a person suitably experienced in landscape and design in preparing and reviewing specifications for LAPs;
"LEAP"	means Local Equipped Areas for Play for children of early school age up to 2 of which may be provided as SIPs to be located within the areas shown indicatively edged red on Plan 9 attached to this Agreement which are to be designated and equipped in accordance with the approved LEAP Specification and which unless otherwise agreed in writing by SCDC shall be provided in accordance with (i) paras 4.50-4.55 (inclusive) of the Open Space SPD and (ii) the locational and design criteria set out in Sections 6.1 and 6.2 of Fields in Trust document "Planning and Design for Outdoor Sport and

Play 2008" which directly relate to provision of a LEAP and PROVIDED THAT no regard shall be had to the content of any documents or other sources which may be referred to the Fields in Trust document in order to set criteria AND PROVIDED ALWAYS that in the event of any discrepancies and/or inconsistencies between (i) the Open Space SPD and (ii) the Fields in Trust document "Planning and Design for Outdoor Sport and Play 2008" then the Open Space SPD shall take precedence;

"LEAP Specification" means a specification for the size materials equipment and all other relevant details necessary for the provision of the LEAPs on the Site to be prepared by or on behalf of the Owners by a suitably qualified and professionally approved person experienced in landscape and design in preparing and reviewing specifications for such LEAPs which specifications shall be submitted and approved pursuant the provisions of this Agreement PROVIDED THAT the total cumulative cost of providing all LEAPs and SIPs to be provided as part of the Development pursuant to the LEAP Specification and SIP Specification shall not exceed £260,000 (two hundred and sixty thousand pounds);

"NEAP" means a Neighbourhood Equipped Area for Play and which are mainly for older children to be located within the areas shown indicatively edged blue on Plan 9 attached to this Agreement which is to be designated and equipped in accordance with the approved NEAP Specification and which unless otherwise agreed in writing by SCDC shall be provided in accordance with (i) paras 4.56-4.63 (inclusive) of the Open Space SPD and (ii) the locational and design criteria set out in Sections 6.1 and 6.2 of the Fields in Trust document "Planning and Design for Outdoor Sport and Play 2008" which directly relate to provision of NEAP and PROVIDED THAT no regard shall be had to the content of any documents or other sources which may be referred to the Fields in Trust document in order to set criteria AND PROVIDED ALWAYS that in the event of any discrepancies and/or inconsistencies between (i) the Open Space SPD and (ii) the Fields in Trust document "Planning and Design for Outdoor Sport and Play 2008" then the Open Space SPD shall take precedence;

"NEAP Specification" means a specification for the size materials equipment and all other relevant details necessary for the provision of the NEAP on the Site to be prepared by or on behalf of the Owners by a suitably qualified and professionally approved person experienced in landscape and design in preparing and reviewing specifications for such NEAPs which specification shall be submitted and approved pursuant the provisions of this Agreement PROVIDED THAT the total combined cost of providing the Formal Park and NEAP pursuant to the Formal Park Specification and NEAP Specification shall not exceed £260,000 (two hundred and sixty thousand pounds);

"Northstowe Phase 1 Maintenance Contribution" means the sum of £1,500,000 (one million five hundred thousand British pounds to be used to fund the Northstowe Phase 1 Management and Maintenance Purposes only;

"Northstowe Phase 1 Management and Maintenance Purposes"	means any management and/or maintenance works reasonably required to be carried out in respect of the Public Realm;
"Northstowe Phase 1 Management and Maintenance Strategy"	means a strategy to be approved or deemed approved by SCDC which shall be designed to ensure the effective management and maintenance of the Public Realm, promoting matters including accessibility to the Public Realm, a comprehensive approach to management of the Public Realm and promoting community engagement and consultation in respect of the Public Realm and which strategy shall include detail regarding those matters at Appendix 22;
"Northstowe Sports Purpose"	means towards the enhanced provision of the Sports Pitches;
"Open Space Land"	means the Play Areas, the Sports Pitches, the Formal Park and any Incidental Open Space;
"Open Space Land Transfer"	means the transfer by the Owners of the unencumbered freehold or leasehold interest in any Play Area, or part of the Sports Pitches or Formal Park in the form of the draft transfer appended hereto at Appendix 21 or such other form as the parties may otherwise agree and each party shall bear their own legal costs incurred in connection with the negotiation and completion of such transfer but which shall nevertheless: 1. not include any terms which would restrict public access save for the purposes of maintenance works, ecological or similar environmental requirements or in the case of emergency; and 2. not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owners; and 3. include any reasonable reservation of rights of access and services over the Play Area Sports Pitches or Formal Park (as applicable) for the benefit of any other part of the Site for the purpose of laying managing maintaining replacing renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity; and 4. include for the benefit of the Play Area Sports Pitches or Formal Park (as applicable) the grant of any and all reasonable rights of access and services which are reasonably required for the use, management and maintenance of the Play Area Sports Pitches or Formal Park (as applicable) over any adjoining land for its intended purpose as set out in this Schedule; and be at nil consideration; and 5. In relation to LEAPs and SIPs, NEAP and Formal Park (excluding the Informal Single Court MUGA

(as defined in Schedule 8)) : that the LEAPs and SIPs, NEAP and Formal Park (excluding the Informal Single Court MUGA) shall not be used for any purpose other than for a publicly accessible free at the point of use games area or publically accessible free at the point of use recreational facilities; and

6. In relation to Sports Pitches: that the Sports Pitches shall not be used for any purpose other than for publicly accessible sport and recreation facilities; and

7. In relation to any LAP: that the LAP shall not be used for any purpose other than for public open space; and

8. In relation to the Informal Single Court MUGA (as defined in Schedule 8) should it form part of the Formal Park: the Informal Single Court MUGA shall not be used for any purpose other than as publicly accessible sports and recreation facilities.

"Play Areas " means collectively the LAPs LEAPs, SIPs, and the NEAP to be located on the Site;

"Public Realm" means those areas, land and buildings within the Site as set out below:

1. On-site SUDS (as defined in Schedule 4);

2. the Off Site Flood Mitigation Works (as defined in Schedule 5);

3. the Community Building and/or Sports Pavilion (both as defined in Schedule 8);

4. the Allotments and/or Orchard Land (both as defined in Schedule 9); and

5. the Open Space Land.

"Remaining Sports Balance" means the amount of the Sports Pitches Cost Cap remaining after the date that the Council Final Certificate is issued in relation to the Sports Pitches and all costs fees and other expenditure incurred by the Owners in constructing the Sports Pitches in accordance with the Sports Pitches Specification have been deducted from the amount of money identified as the Sports Pitches Cost Cap PROVIDED ALWAYS THAT for the avoidance of doubt the Remaining Sports Balance may be nil;

"SIPs" means a Space for Imaginative Play to complement the LEAPs to be located within the areas shown indicatively edged yellow on Plan 9 attached to this Agreement which unless otherwise agreed with SCDC are to be designated in accordance with (i) paras 4.64-4.66 (inclusive) of the Open Space SPD (ii) chapter D10 of the Northstowe Area Action Plan (adopted July 2007) and (iii) the approved SIP

Specification and based on the locational and design criteria set out in sections 6.1 and 6.2 of the Fields Trust document "Planning and Design for Outdoor Sport and Play 2008" which directly relate to provision of a SIP and PROVIDED THAT no regard shall be had to the content of any documents or other sources which may be referred to in these documents in order to set criteria AND PROVIDED ALWAYS that in the event of any discrepancies and/or inconsistencies between (i) the Open Space SPD and (ii) the Fields in Trust document "Planning and Design for Outdoor Sport and Play 2008" then the Open Space SPD shall take precedence;

"SIP Specification means a specification for the size materials equipment and all other relevant details necessary for the provision of the SIPs on the Site to be prepared by or on behalf of the Owners by a suitably qualified and professionally approved person experienced in landscape and design in preparing and renewing specifications for such SIPs which specifications shall be submitted and approved pursuant to the provisions of this Agreement PROVIDED THAT the total cumulative cost of providing all LEAPs and SIPs to be provided as part of the Development pursuant to the LEAP Specification and the SIP Specification shall not exceed £260,000 (two hundred and sixty thousand pounds);

"Sports Pitches Costs Cap" means subject to part 11 of this Schedule 14 the total combined cost of providing the Sports Pitches (pursuant to the approved Sports Pitches Specification) and either the Cricket Purpose or the Northstowe Sports Purpose which shall not exceed £1,516,263 (one million five hundred and sixteen thousand two hundred and sixty three pounds);

"Sports Pitches" means sites for formal sports pitch space which unless otherwise agreed with SCDC are to be provided in accordance with paras 4.10-4.32 (inclusive) of the Open Space SPD (located on the Site with a means of access provided, and which shall be further detailed within the Sports Pitches Specification and which shall include:

1. 2 mini football pitches
2. 2 junior pitches
3. 1 senior football pitches
4. 1 senior rugby pitch
5. 1 bowling green
6. Synthetic Artificially Turfed Pitch
7. Formal MUGA
8. Informal Single Court MUGA (where provided for pursuant to this Schedule 14)

AND PROVIDED ALWAYS that in the event of any discrepancies and/or inconsistencies between (i) the Open Space SPD and (ii) the standards set out by Sport England in relation to such Sports Pitches than the standards set out by

Sports England shall take precedence;

"Sports Pitches Specification"	means the specification for the design laying out and maintaining of the Sports Pitches to the standards set out by Sport England in relation to such Sports Pitches or as agreed by SCDC which specification shall be submitted and approved pursuant the provisions of this Agreement PROVIDED THAT the total combined cost of providing the Sports Pitches pursuant to the Sports Pitches Specification shall not exceed the Sports Pitches Costs Cap;
"Sports Strategy"	means a strategy setting out the provision of the Sports Pavilion the Sports Pitches the Formal MUGA and other associated facilities including details of implementation;
"Youth and Play Strategy"	means a strategy setting out the provision of the Formal Park, LEAPs and SIPs, NEAP, LAPs and other associated facilities including details of implementation of such provisions and facilities.

PART 1 - SPORTS STRATEGY

1. Prior to or simultaneously with submitting the first Reserved Matters Application for any Development Parcel within which Dwellings are to be constructed the Owners shall submit the Sports Strategy to SCDC for approval.

2. The Owners shall implement or procure implementation of those aspects of the Sports Strategy reasonably within its control following approval of the Sports Strategy pursuant to paragraph 1 of this Part 1 of Schedule 14 and subject thereto shall thereafter comply with the Sports Strategy.

PART 2 - YOUTH AND PLAY STRATEGY

1. Prior to or simultaneously with submitting the first Reserved Matters Application for any Development Parcel within which Dwellings are to be constructed the Owners shall submit the Youth and Play Strategy to SCDC for approval.

2. The Owners shall implement or procure implementation of those aspects of the Youth and Play Strategy reasonably within its control following approval of the Sports Strategy pursuant to paragraph 1 of this Part 1 of Schedule 14 and subject thereto shall thereafter comply with the Youth and Play Strategy.

PART 3 - LAP, LEAP and SIP, NEAP AND FORMAL PARK SPECIFICATIONS

1. The Sports Pitch Specification, Formal Park Specification, NEAP Specification, LEAP Specification and the SIP Specification shall be submitted by the Owners to SCDC and approved by SCDC (or deemed approved in relation to the matters outlined at paragraphs 1.3 and/or 1.4 only to have been approved by SCDC) either:

1.1 as part of Reserved Matters Applications for the Sports Pitches Formal Park NEAP LEAP or SIPs adjacent to which the Sports Pitches Formal Park NEAP LEAP or SIPs (as applicable) are located; or

1.2 as part of a Reserved Matters Application solely for the Sports Pitches Formal Park NEAP LEAP or SIPs (as applicable); or

1.3 as a standalone submissions to SCDC solely for the respective approval of the Sports Pitches Specification Formal Park Specification NEAP Specification or various LEAP Specification or SIP Specification (as applicable) which may be submitted to SCDC at

any time prior to Reserved Matters Applications being submitted to SCDC in relation to any area of land that includes land which such Reserved Matters Applications identify as Sports Pitches, Formal Park, NEAP, LEAPs or SIPs.

1.4 The Sports Pitch Specification, Formal Park Specification, NEAP Specification, LEAP Specification and SIP Specification may give rise to matters that will not affect approval or refusal of a Reserved Matters Application involving the Sports Pitch, Formal Park, NEAPs, LEAPs or SIPs and in those circumstances the approval or deemed approval of the Sports Pitch Specification, Formal Park Specification, NEAP Specification, LEAP Specification and SIP Specification will be considered as if the Sports Pitch Specification, Formal Park Specification, NEAP Specification, LEAP Specification and SIP Specification has been made as a standalone submission as opposed to part of a Reserved Matters Application and as a consequence the approval or deemed approval of the Sports Pitch Specification, Formal Park Specification, NEAP Specification, LEAP Specification and SIP Specification may occur at a different time from the approval of any Reserved Matters Application involving the Sports Pitch, Formal Park, NEAPs, LEAPs or SIPs and for the avoidance of doubt any approval or deemed approval shall not be taken to imply approval of any Reserved Matters Application.

1.5 Unless otherwise agreed in writing by SCDC as not required the LAP Specification shall (if not organised previously) be submitted for approval by the Applicant as part of a Reserved Matters Application for a relevant Development Parcel.

PART 4 - OPEN SPACE LAND TRANSFER

1. Prior to Occupation of any Dwelling to serve written notice on SCDC which contains one of the following options that the Owners intend to pursue in respect of the freehold or the leasehold of the relevant Open Space Land:

1.1 The written notice shall include an offer to transfer to SCDC (or the Town Council on the election of SCDC) the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) pursuant to the relevant Open Space Land Transfer PROVIDED THAT if SCDC (or the Town Council on the election of SCDC) accepts the offer of the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) the actual transfer will be executed and delivered to the appropriate body after the relevant Council Final Certificate is issued; or

1.2 The written notice shall notify SCDC that the Owners wish to offer a leasehold interest of not more than 10 years in the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land pursuant to the relevant Open Space Land Transfer to an Alternative Body PROVIDED THAT in such notification it shall set out the name, address, company registration number (where appropriate) and evidence that the Alternative Body is constituted and this information shall be provided to SCDC in order that SCDC can make a decision whether or not to approve the Alternative Body a suitable entity or organisation as regards the management and maintenance of the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land PROVIDED FURTHER THAT the written offer of a transfer of the relevant part of the Open Space Land to the Alternative Body will not be permitted until such time as the Alternative Body has been approved or deemed approved by SCDC pursuant to the Approval Process AND PROVIDED FURTHER if the Alternative Body accepts the offer of the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land the Owners shall execute and deliver to the Alternative Body the relevant Open Space Land Transfer after the Council Final Certificate is issued; or

1.3 The written notice will confirm that the Owners will either:

1.3.1 retain the freehold interest and maintain the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space

Land and to appoint a Management Company to maintain and manage the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land on the Owners' behalf; or

1.3.2 transfer a leasehold interest of not more than 10 years in Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land to the Management Company

PROVIDED THAT the Owners shall not be required to commit to which of these two options in this paragraph 1.3 of this Part 4 of this Schedule 14 the Owners will pursue at the date the written notice is served and the Owners shall only be required to notify SCDC that they intend to pursue an option involving a Management Company PROVIDED always that the Owners shall unless otherwise agreed with SCDC notify SCDC which of these options is being chosen within 12 months of the initial written notice or the letting of the relevant contract whichever is the earlier.

1.4 In the event of a transfer of a leasehold interest to a Management Company the Owners shall be under an obligation to use all Reasonable Endeavours to complete such leasehold transfer as soon as reasonably possible following the date of appointment of the Management Company and if within the first 6 months of the said appointment of the Management Company the leasehold transfer has not been completed the Owners shall, if requested, be required by SCDC acting reasonably in making any such request, to provide evidence to demonstrate why there is any continuing delay in completion of the leasehold interest being transferred and for the avoidance of doubt the Owners shall thereafter continue to be under an obligation to use all Reasonable Endeavours to complete the leasehold transfer as soon as reasonably possible.

1.5 In the event that for the purposes of paragraph 1.1 of this Part 4 of this Schedule 14 above SCDC (or the Town Council on the election of SCDC) declines or does not respond to the offer to have transferred to it the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land within 40 Working Days of service of the respective offer to transfer the Owners shall either:

1.5.1 Where the offer has been made to SCDC (or the Town Council on the election of SCDC) the Owners will notify SCDC in writing that it intends either to

(a) transfer a leasehold interest of not more than 10 years in the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land to an Alternative Body in which case any such notification the Owners shall set out the name, address, company registration number (where appropriate) and evidence that the Alternative Body is constituted and this information shall be provided to SCDC in order that SCDC can make a decision whether or not to approve the Alternative Body a suitable entity or organisation as regards the management and maintenance of the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land; or

(b) transfer a leasehold interest of not more than 10 years in the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land to a Management Company; or

(c) retain the freehold interest in the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land and appoint a Management Company to manage and maintain the Sports Pitches, Formal Park, NEAP,

LEAPs or SIPs (as applicable) and relevant part of the Open Space Land on the Owners' behalf.

1.5.2 The Owners shall be entitled to transfer or otherwise deal with the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land in accordance with the provisions of the notice served pursuant to paragraph 2.5.1 of this Part 4 of this Schedule 14 PROVIDED THAT a transfer to the Alternative Body will not be permitted until such time as the Alternative Body has been approved or deemed approved by SCDC pursuant to the Approval Process.

1.5.3 Where the offer has been made to an Alternative Body and the Alternative Body declines or does not respond the Owners will notify SCDC in writing that it intends to either

(a) transfer a leasehold interest of not more than 10 years in the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land to a Management Company; or

(b) retain the freehold interest in the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land and appoint a Management Company to manage and maintain the Sports Pitches, Formal Park, NEAP, LEAPs or SIPs (as applicable) and relevant part of the Open Space Land on the Owners' behalf

PROVIDED THAT the Owners shall not be required to commit to which of these two options in paragraph 2.5.2 of this Part 4 of this Schedule 14 the Owners will pursue at the date the written notice is served and the Owners shall only be required to notify SCDC that they intend to pursue an option involving a Management Company PROVIDED always that the Owners shall unless otherwise agreed with SCDC notify SCDC which of these options is being chosen within 12 months of the initial written notice or the letting of the relevant contract whichever is the earlier

1.6 Unless otherwise agreed with SCDC the Owners shall make any offer to transfer the Open Space Land pursuant to this paragraph conditional upon the relevant Open Space Land thereafter being managed in accordance with the Northstowe Phase 1 Management and Maintenance Strategy; and

1.7 In the event that a Management Company is appointed by the Owners to manage the Open Space Land or the Management Company takes a transfer of a leasehold interest in the Open Space Land then after a period of 10 years from the date a Management Company is appointed by the Owners or the leasehold transfer to the Management Company is completed the following shall apply:

1.7.1 then the Owners shall offer to transfer all of the freehold interests that it retains in the Open Space Land to SCDC (or if so nominated by SCDC to the Town Council if the Town Council has been properly constituted and has the ability to accept a transfer of land) for nil consideration pursuant to the relevant Open Space Land Transfer; and

1.7.2 in the event SCDC (or if so nominated by SCDC the Town Council) has not accepted the offer within 60 Working Days

then the offer shall be treated as withdrawn and the Owners shall be permitted to transfer all of the freehold interests that it retains in the Open Space Land to the Management Company PROVIDED ALWAYS THAT nothing shall compel the Owners to terminate an existing lease other than in accordance with any pre-existing break clause within that lease and FOR THE AVOIDANCE OF DOUBT nothing within this

paragraph shall require the Owners to incur any expense in transferring the freehold interests to SCDC (or if so nominated by SCDC the Town Council) save that the Owners and SCDC (or if so nominated by SCDC the Town Council)shall bear their own legal and administrative costs in relation to the transfer of the freehold interests.

1.8 In the event that an Alternative Body takes a transfer of a leasehold interest in the Open Space Land pursuant to paragraph 2.5.2 of Part 4 of this Schedule 14 then after a period of 10 years from the date of the leasehold transfer to the Alternative Body the following shall apply:

1.8.1 the Owners shall offer to transfer all of the freehold interests that it retains in the Open Space Land to SCDC (or if so nominated by SCDC the Town Council if the Town Council has been properly constituted and has the ability to accept a transfer of land) for nil consideration pursuant to the relevant Open Space Land Transfer; and

1.8.2 in the event that SCDC (or if so nominated by SCDC the Town Council) has not accepted the offer within 60 Working Days then the offer shall be treated as withdrawn and the Owners shall be permitted to transfer all of the freehold interests that it retains in the Open Space Land to an Alternative Body or to a Management Company

PROVIDED ALWAYS THAT nothing shall compel the Owners to terminate an existing lease other than in accordance with any pre-existing break clause within that lease and FOR THE AVOIDANCE OF DOUBT nothing within this paragraph shall require the Owners to incur any expense in transferring the freehold interests to SCDC (or if so nominated by SCDC the Town Council(save that the Owners and SCDC (or if so nominated by SCDC the Town Council) shall bear their own legal and administrative costs in relation to the transfer of the freehold interests.

2. The above provisions in Part 4 of this Schedule 14 shall likewise apply mutatis mutandis to the Transfer/management of all LAPs but the timing under para 1 above as to service of the notice as to which option is being pursued rather than being by reference to "prior to Occupation of any Dwelling" shall instead be by reference to "prior to Occupation of any Dwelling in the particular Development Parcel in which the relevant LAP is situated".

3. For the avoidance of doubt the Owners may locate any Utilities and/or Foul/Surface Water Drainage and Sewerage in under or over any part of the Open Space Land.

PART 5 - MANAGEMENT AND MAINTENANCE OF THE PUBLIC REALM

1. The Owners shall prior to Occupation of any Dwelling comprised in the Development submit the Northstowe Phase 1 Management and Maintenance Strategy to SCDC for approval or deemed approval.

2. The Owners shall ensure that each area of Open Space Land shall be maintained in accordance with the Northstowe Phase 1 Management and Maintenance Strategy.

3. No Occupation of any Dwelling shall be permitted until SCDC has approved or be deemed to have approved the Northstowe Phase 1 Management and Maintenance Strategy in writing.

4. No Dwellings shall be permitted to be Occupied until the Management Company has been employed to ensure that the mechanism for recovery from future owners of the Dwellings of the maintenance costs for the Open Space Land as detailed in the Northstowe Phase 1 Management and Maintenance Strategy can be achieved.

5. The Owners shall implement or procure implementation of those aspects of the Northstowe Phase 1 Management and Maintenance Strategy reasonably within its

control.and subject thereto shall thereafter comply with the Northstowe Phase 1 Management and maintenance Strategy in all respects.

6. Once the Northstowe Phase 1 Management and Maintenance Strategy has been approved or deemed approved by SCDC the Owners shall set up the Account and pay the Northstowe Phase 1 Maintenance Contribution into the Account as follows or as otherwise agreed with SCDC having regard to the end of the relevant contract maintenance period in relation to the Public Realm so as to ensure that there is no gap of maintenance and/or funding in such regard:

6.1 £375,000 (Three Hundred and Seventy Five Thousand British Pounds) to be paid prior to Occupation of 200 Dwellings

6.2 £375,000 (Three Hundred and Seventy Five Thousand British Pounds) to be paid prior to Occupation of 500 Dwellings

6.3 £375,000 (Three Hundred and Seventy Five Thousand British Pounds) to be paid prior to Occupation of 800 Dwellings; and

6.4 £375,000 (Three Hundred and Seventy Five Thousand British Pounds) to be paid prior to Occupation of 1100 Dwellings.

7. The details of the Account and its operation shall be approved as part of the Northstowe Phase 1 Management and Maintenance Strategy and PROVIDED THAT the Account shall not be opened until the Northstowe Phase 1 Management and Maintenance Strategy has been approved.

7.1 The Account will operate as a form of escrow account;

7.2 Withdrawals from the Account shall only be permitted by those persons or entities that have been approved or deemed approved by Gallagher and SCDC at the time the Account is set up PROVIDED THAT such persons or entities shall always include the following:

7.2.1 Gallagher; and

7.2.2 SCDC where SCDC has accepted an offer or taken a transfer of any of the Public Realm; and

7.2.3 The County Council where the County Council has accepted an offer or taken a transfer of any of the Public Realm

AND FURTHER where it is possible to establish the escrow account with flexibility to add other persons or entities that may be nominated to have the right to make withdrawals from the Account then additional persons or entities shall accordingly be added from time to time where they have first been approved or deemed approved by Gallagher and SCDC as providing any management or maintenance of the Public Realm in accordance with the Northstowe Phase 1 Management and Maintenance Strategy.

7.3 That a maximum of £180,000 (one hundred and eighty thousand British pounds) shall be permitted to be withdrawn from the Account during both the lifetime of the Development and if shorter during the period that the Account is open and operational to be used towards the management and maintenance of the Community Building and/or the Sports Pavilion PROVIDED THAT unless otherwise agreed by the Steering Group (set up in accordance with Part 10 of this Schedule) no more than £60,000 (sixty thousand British pounds) shall be entitled to be withdrawn from the Account in any one calendar year towards the management and maintenance of the Community Building and/or the Sports Pavilion]

8. The Owners SCDC and the County Council covenant with one another and agree that:

8.1 no withdrawals shall be permitted to be made from the Account unless full use has first been made of any Alternative Public Realm Funding available at the time that a withdrawal is proposed to be made from the Account;

8.2 priority will be given by all parties to pursuing and utilising Alternative Public Realm Funding to undertake the Northstowe Phase 1 Management and Maintenance Purposes PROVIDED THAT nothing in this Agreement shall be deemed to require or permit the use of any Annual Maintenance Charge for the management and maintenance of any part of the Public Realm in relation to which the payment of the Annual Maintenance Charge was not described as being collected towards.

PART 6 - MAINTENANCE SCHEME PROVISIONS

1. The Northstowe Phase 1 Management and Maintenance Strategy shall be prepared by the Owners in writing and which shall include details of the following:

1.1 Responsibility for maintaining the areas of Open Space Land which may involve transfer of the liability to a Management Company (consistent with the other provisions of this Agreement)of all or any parts of the aforementioned areas;

1.2 frequency of maintenance of the different areas of Open Space Land;

1.3 measures to replace any trees shrubs turf or other agreed planting which may die or become diseased following implementation of the Northstowe Phase 1 Management and Maintenance Strategy;

1.4 standards of maintenance and repair to be achieved in respect of the different areas of Open Space Land.

2. The Northstowe Phase 1 Management and Maintenance Strategy shall also include provisions regarding how the costs of the maintenance shall be funded.

PART 7 - COVENANTS RELATING TO LAYING OUT AND CERTIFICATION

1. In relation to the Sports Pitches, Play Areas and Formal Park the Owners and SCDC covenant with each other as follows:

1.1 The Owners shall lay out and install the Sports Pitches, Play Areas and Formal Park (as applicable) to the satisfaction of SCDC and in accordance with:

1.1.1 for the Sports Pitches the approved Sports Pitch Specification;

1.1.2 for the Formal Park the approved Formal Park Specification;

1.1.3 for the NEAP the approved NEAP Specification;

1.1.4 for the LEAP the approved LEAP Specification;

1.1.5 for the SIP the approved SIP Specification; and

1.1.6 for any LAP the Reserved Matters Approval relevant to the Development Parcel within which the LAP is located and details submitted pursuant to planning condition 8 imposed by the Planning Permission (as applicable) and if applicable the LAP Specification

PROVIDED THAT in laying out and installing the Sports Pitches the Owners use a contractor that has been approved by Sports and Play Construction Association (or such other body or association as may from time to time carry out the same or similar

functions to the Sports and Play Construction Association as regards its members professional competency and performance in installation of sports and play pitches and/or sports fields (or such other contractor as may be approved by SCDC as being suitably experienced in laying out and installing sports pitches and fields) AND PROVIDED ALWAYS that in the event of any discrepancies and/or inconsistencies between (i) the Open Space SPD and (ii) the Fields in Trust document "Planning and Design for Outdoor Sport and Play 2008" then the Open Space SPD shall take precedence.

2. The Owners shall notify the Surveyor of all site meetings relating to the laying out of the Sports Pitches, LEAPS and NEAPs.

3. The Owners shall permit the Surveyor:

3.1 to attend and to put forward his/her views at all site meetings during the course of laying out the Sports Pitches, LEAPS and NEAPs;

3.2 on reasonable notice to inspect the Sports Pitches, LEAPs and NEAPs during the course of construction/fitting out;

3.3 to suggest items for inclusion in any necessary schedule of defects issued to the contractor in respect of the Sports Pitches, LEAPS and NEAPs and the Owners acknowledge that the costs of remedying any defects shall be undertaken at the Owners' expense and shall not be taken into account in determining if the relevant Cost Cap has been reached or exceeded;

3.4 to stipulate any items or areas where the Sports Pitches, LEAPS and NEAPs do not meet the relevant Specification (which forms part of the contract for the laying out of the relevant areas) then SCDC may serve on the Owners a written notice which shall specify those parts of the relevant Specification that have not been met and the Owners shall within 60 Working Days from the date of service of such notice (or such other period as SCDC may agree) to carry out such works as are necessary to secure compliance with the relevant Specification at the expense of the Owners and the Owners shall fund any and all reasonable subsequent inspections of the Sports Pitches, LEAPS and NEAPs until the relevant approved Specification shall have been met PROVIDED FURTHER THAT the costs of such inspections do not result in the Sports Pitches Cost Cap being exceeded.

4. Following completion of the Sports Pitches, Play Areas and Formal Park (as applicable) or any part of these areas the Owners will:

4.1 serve notice on SCDC inviting them to inspect the Sports Pitches, Play Areas and Formal Park (as applicable) and issue a Council Completion Certificate confirming that such works have been completed to their reasonable satisfaction;

4.2 if SCDC chooses to inspect the Sports Pitches, Play Areas and Formal Park (as applicable) and identifies necessary remedial works, complete such remedial works to the reasonable satisfaction of SCDC as soon as reasonably practicable;

4.3 upon completion of any remedial works, serve notice on SCDC inviting them to inspect the remedial works identified by them pursuant to paragraph 4.2 of this Part 7 of this Schedule 14 and issue a Council Completion Certificate confirming that the Sports Pitches, Play Areas and Formal Park (as applicable) have been completed to their reasonable satisfaction,

PROVIDED THAT if SCDC fails to inspect the Sports Pitches, Play Areas and Formal Park (as applicable) within 40 Working Days of receipt of the notice of invitation from the Owners or fails to issue a Council Completion Certificate within 40 Working Days of the inspection where no remedial works have been identified then the Council Completion Certificate shall be deemed to have been issued at the end of those

specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 4.1 and 4.2 shall be repeated until such time as SCDC issue a Council Completion Certificate or a Council Completion Certificate shall been deemed to have been issued in relation to the Sports Pitches, Play Areas and Formal Park (as applicable).

5. Following issue or deemed issue of a Council Completion Certificate in respect of the Sports Pitches, Play Areas and Formal Park (as applicable), the Owners shall:

5.1 maintain the Sports Pitches, Play Areas and Formal Park (as applicable) for the Maintenance Period to the reasonable satisfaction of SCDC; and

5.2 allow access to the Sports Pitches, Play Areas and Formal Park (as applicable) (free of charge but on a permissive basis only) to members of the public each day for the purpose of recreation and play (unless SCDC agrees otherwise in writing).

6. On expiration of the Maintenance Period the Owners shall:

6.1 serve notice on SCDC inviting them to inspect the Sports Pitches, Play Areas and Formal Park (as applicable) and issue a Council Final Certificate confirming that such works have been maintained to their reasonable satisfaction;

6.2 if SCDC chooses to inspect the Sports Pitches, Play Areas and Formal Park (as applicable) and identifies necessary remedial works, to complete such remedial works to the reasonable satisfaction of SCDC as soon as reasonably practicable;

6.3 upon completion of any remedial works, to serve notice on SCDC inviting them to inspect the remedial works identified by them pursuant to paragraph 6.2 of this Part 7 and issue a Council Final Certificate confirming that the Sports Pitches, Play Areas and Formal Park (as applicable) have been maintained to the reasonable satisfaction of SCDC

PROVIDED THAT if SCDC fails to inspect the Sports Pitches, Play Areas and Formal Park (as applicable) within 40 Working Days of invitation from the Owners or fails to issue a Council Final Certificate within 40 Working Days of the inspection where no remedial works have been identified then the Council Final Certificate shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 6.1 and 6.2 shall be repeated until such time as SCDC issue a Council Final Certificate or a Council Final Certificate shall been deemed to have been issued in relation to the Sports Pitches, Play Areas and Formal Park (as applicable).

7. The Owners shall maintain the Sports Pitches, Play Areas and Formal Park (as applicable) in accordance with the relevant specification unless and until such time that the relevant Open Space Land Transfer is completed to SCDC an Alternative Body or Management Company who shall thereafter become responsible for the maintenance of the Sports Pitches, Play Areas and Formal Park (as applicable) in accordance with the relevant specification PROVIDED THAT transfer of the relevant parts of the Open Space Land may be completed on a phased basis following the issue of Council Final Certificates in relation to such part of the Open Space Land.

8. On expiration of the Maintenance Period in respect of the Sports Pitches and the All Weather Pitch before any Certificate of Final Completion is issued the Owners will procure an independent surveyor's report addressed to SCDC or an Alternative Body or Management Company from a reputable consultant (and which Consultant will enter into a collateral warranty in favour of SCDC (or where applicable the Alternative Body or Management Company).

8.1 Where specialist design is involved and/or where specialist contractors are engaged the Owners shall use Reasonable Endeavours to procure that with effect from the

Certificate of Practical Completion for the Sports Pitches or if later from the date of transfer the benefit of all guarantees and warranties relating to the design and construction/laying out of the Sports Pitches are assigned or otherwise, passed on to as applicable:

8.1.1 SCDC; or

8.1.2 the Alternative Body; or

8.1.3 the Management Company

PROVIDED THAT in the event of an Insolvency Event on the part of the designers or contractors of the Sports pitches such that the Owners having used Reasonable Endeavours have not obtained assignment or otherwise of all guarantees and warranties relating to the design and/or construction of the Sports Pitches the Owners shall obtain the necessary insurance for the benefit of SCDC the Alternative Body or the Management Company (as applicable and if requested in writing by such entities) in relation to defective construction and/or latent defective design as may be available from commercial insurers at reasonably commercial rates and terms for a insured term of not more than the period that the warranty or guarantee would otherwise endure for and on such insurance being put in place the obligation to obtain guarantees and warranties will cease to apply.

9. The Owners will use Reasonable Endeavours to obtain a collateral warranty for each of the NEAPS/LEAPS where these are available at normal and standard commercial terms and such that on expiration of the Maintenance Period in respect of the NEAPS /LEAPS and before any relevant Certificate of Final Completion is issued then collateral warranties are given in favour of SCDC or Alternative Body or Management Company where these are available at normal and standard commercial terms.

PART 8 - COVENANTS RELATING TO DELIVERY REQUIREMENTS

1. The Owners covenant with SCDC;

1.1 Prior to Occupation of 350 Dwellings to complete the Sports Pitches which shall be evidence by the issuing or the deemed issue of the Council Completion Certificate; and

1.2 Within 40 Working Days of receipt of a written demand from SCDC that evidences that SCDC has not secured alternative funding for the Cricket Purpose and/or that monies to fund works to secure completion of the Cricket Purpose are still required the Owners shall pay to SCDC the Cricket Upgrade Contribution towards the Cricket Purpose only PROVIDED THAT the written demand from SCDC shall only be validly served and operate to require payment by the Owners under this paragraph where it is served:

1.2.1 after the date of the transfer of the Sports Pitches to SCDC the Town Council an Alternative Body or the Management Company (as applicable); and

1.2.2 and the Council has not already served a written demand pursuant to paragraph 1.3 of this Part 8 of Schedule 14

AND for the avoidance of doubt where the Remaining Sports Balance is nil then the Owners shall be released from the obligation in this paragraph 1.2 of this Part 8 of this Schedule 14.

1.3 In the event that SCDC does not serve a written demand requiring payment of the Cricket Upgrade Contribution pursuant to paragraph 1.2 of this Part 8 of Schedule 14 above or the Remaining Sports Balance exceeds the maximum amount of the Cricket

Upgrade Contribution then SCDC may serve a written demand on the Owners requesting payment of the Remaining Sports Balance (if any) to SCDC to be used for the Northstowe Sports Purpose and the Owners shall pay to SCDC the Remaining Sports Balance or the balance remaining after payment of the Cricket Upgrade Contribution (as applicable) within 40 Working Days of the date of receipt of the written demand served under this paragraph 1.3 of this Part 8 of this Schedule 14 to be used towards the Northstowe Sports Purpose only PROVIDED THAT the written demand from SCDC shall only be validly served and operate to require payment by the Owners under this paragraph where it is served:

1.3.1 after the date of the transfer of the Sports Pitches to SCDC the Town Council an Alternative Body or the Management Company (as applicable); AND

1.3.2 the Council has not already served a written demand pursuant to paragraph 1.2 of this Part 8 of this Schedule 14

AND for the avoidance of doubt where the Remaining Sports Balance is nil then the Owners shall be released from the obligation in this paragraph 1.3 of this Part 8 of this Schedule 14.

1.4 Prior to Occupation of 350 Dwellings to complete the Formal Park and NEAP which shall be evidenced by the issuing or the deemed issue of the Council Completion Certificate

1.5 No later than whichever of the following shall be the first to occur to complete each respective LEAP and/or SIP which shall be evidenced by the issuing or the deemed issue of the Council Completion Certificate in respective of each respective LEAP and/or SIP:

1.5.1 Occupation of 50% of the Dwellings within the Development Parcel that the LEAP and/or SIP forms part of; or

1.5.2 Occupation of 75% of the Dwellings which are adjacent to or have a frontage facing the respective LEAP and/or SIP.

1.6 No later than whichever of the following shall be the first to occur to complete the each respective LAP which shall be evidenced by the issuing or the deemed issue of the Council Completion Certificate in respective of each respective LAP:

1.6.1 Occupation of 50% of the Dwellings within the Development Parcel that the LAP forms part of; or

1.6.2 Occupation of 75% of the Dwellings which are adjacent to or have a frontage facing the respective LAP.

PART 9 - INCIDENTAL OPEN SPACE

1. The Owners covenant with SCDC as follows:

1.1 The areas of Incidental Open Space shall either be maintained as follows:

1.1.1 The Owners shall retain the freehold interest in the Incidental Open Space and appoint a Management Company to manage and maintain on behalf of the Owners; or

1.1.2 the leasehold interest of not more than 10 years in the Incidental Open Space will be transferred to the Management Company; or

1.1.3 the Incidental Open Space will be transferred as part of the land comprising a Dwelling where a Dwelling is located adjacent to any area of Incidental Open Space and the owners of the Dwelling shall be responsible for the maintenance of such area of Incidental Open Space.

PROVIDED THAT nothing shall prevent the Owners from choosing a variety of transferees referred to in this paragraph 1.1 of this Part 9 of this Schedule 14 for different parts of the Incidental Open Space PROVIDED FURTHER THAT the Owners shall maintain the area(s) of Incidental Open Space until such time as the relevant area(s) are transferred pursuant to the provisions of this paragraph 1.1 of this Part 9 of this Schedule 14.

1.2 The relevant transfer referred to in paragraph 1.1 of this Part 9 of this Schedule 14 above shall take place as follows:

1.2.1 In relation to transfers to the Management Company no later than Occupation of 85% of the Dwellings provided that nothing shall prevent the Owners from transferring the Incidental Open Space to the Management Company in tranches;

1.2.2 In relation to transfers to plot purchasers of Dwellings located adjacent to any area of Incidental Open Space the area of Incidental Open Space shall form part of the property which is the subject of the transfer to the plot.

PART 10 - TERMS OF REFERENCE FOR THE STEERING GROUP FOR THE MANAGEMENT AND MAINTENANCE OF THE PUBLIC REALM

1. **Purpose**

SCDC and Gallagher have agreed to establish, as soon as reasonably practicable after the approval of the Northstowe Phase 1 Management and Maintenance Strategy, a Steering Group of relevant qualified persons to deliver the actions necessary to deliver the Northstowe Phase 1 Management and Maintenance Strategy.

The purpose of the Steering Group is to oversee the Northstowe Phase 1 Management and Maintenance Purposes and to ensure that the SCDC, County Council, Northstowe Parish/ Town Council (where such body is established), Gallagher and any other relevant organisation act collaboratively on the decisions that have to be made in managing and maintaining the Public Realm there for the benefit of the residents of the Development.

2. **Representation**

2.1 Initially, the Steering Group shall consist of one representative from each of the following:

2.1.1 The County Council

2.1.2 SCDC

2.1.3 Gallagher

2.1.4 the Town Council where such a body has been established at the time the Steering Group is established

2.1.5 Any other Alternative Body with a legal interest in the Public Realm

2.2 New Steering Group members may be added as the need arises by mutual agreement between the parties on the Steering Group. The Steering Group will meet every month unless decided otherwise by the parties on the Steering Group.

2.3 Approvals by the Steering Group shall unless stated otherwise be decisions approved/agreed by a majority of the parties on the Steering Group SAVE THAT in the event that Gallagher acting reasonably is not one of the parties in that majority then Gallagher may if it wishes the majority decision not to apply refer the matter to an Expert for determination and in such cases the approval shall be suspended and shall not be capable of being relied and acted upon unless and until the decision of the majority has been confirmed as reasonable by the Expert.

3. **Terms of Reference**

3.1 The initial terms of reference of Steering Group will be as follows but this will not prevent the Steering Group adding to or amending the terms of reference at a later date PROVIDED THAT any such additions or amendments are reasonable and necessary:

3.2 To ensure the Northstowe Phase 1 Management and Maintenance Strategy is implemented according to the agreed regimes and standards contained within it.

3.3 To explore all funding mechanisms in order to supplement the Northstowe Phase 1 Maintenance Contribution and in making recommendations (or otherwise acting within its terms of reference) the Steering Group shall always give priority to pursuing and utilising (or securing the pursuit and utilisation of) Alternative Public Realm Funding to undertake the Northstowe Phase 1 Management and Maintenance Purposes rather than using the Northstowe Phase 1 Maintenance Contribution.

3.4 To receive and review monthly update reports on management and maintenance issues provided by the contractors and organisations managing and maintaining the Public Realm

3.5 To review the operation of the Northstowe Phase 1 Management and Maintenance Strategy from time to time taking into account relevant performance indicators and targets

3.6 To liaise with any Parish Councils whose administrative boundaries abut the Site.

PART 11 - SPORTS PITCHES CONTRIBUTION

1. Where the Sports Pitches provided pursuant to this Schedule 14 include the Informal Single Court MUGA then the definition of the Sports Pitches Contribution for the purposes of this Schedule 14 shall decrease by £37,675 PROVIDED ALWAYS that the definition of the Community Building and Sports Pavilion Contributions Cap and Community Building Contribution and the Community Building Actual Contribution and the Community Building Costs Cap and the Community Building Maximum Spend for the purposes of Schedule 8 increases by a corresponding amount.

SCHEDULE 15 - TEMPORARY WASTE FACILITIES AND WASTE AND RECYCLING BINS

RELEVANT DEFINITIONS

"Temporary Waste Facilities Contribution"	means the sum of £24,000 (twenty four thousand British pounds) to be used towards Temporary Waste Facilities Purposes only;
"Temporary Waste Facilities Purposes"	means for the provision of temporary waste facilities accommodating shoes clothes or books, or other types of waste as may be agreed by the Owners to be located in a position(s) within the Site as shown indicatively by blue circles on Plan 5 attached to this Agreement or in the vicinity of the Site in order to serve the Development;
" Waste and Recycling Bins Contribution"	means the sum of £140,250 (one hundred and forty thousand two hundred and fifty British pounds) to be used towards Waste and Recycling Bins Purposes only;
"Waste and Recycling Bins Purposes"	means for the provision of waste and recycling bins for each Dwelling forming part of the Development.

1. **TEMPORARY WASTE FACILITIES CONTRIBUTION**

1.1 Prior to Occupation of 100 Dwellings, the Owners shall pay the Temporary Waste Facilities Contribution to SCDC or at SCDC's nomination the County Council to be used towards Temporary Waste Facilities only.

2. **WASTE AND RECYCLING BINS CONTRIBUTION**

2.1 Prior to Occupation of any Dwelling within a Development Parcel the Owners shall pay to SCDC or at SCDC's nomination the County Council £93.50 per Dwelling within that Development Parcel as evidenced by Reserved Matters Approvals for that Development Parcel to be used towards the Waste and Recycling Bins Purposes only PROVIDED THAT the total amount that is paid in relation to the whole Development does not exceed the Waste and Recycling Bins Contribution.

SCHEDULE 16 - WEBBS HOLE SLUICE

RELEVANT DEFINITIONS

"Adjusted Works Costs"	means the reasonable costs incurred by the Owners of carrying out and completing the Webbs Hole Sluice Works less the Webbs Hole Sluice Contribution;
"Defects"	means any defects shrinkage or other faults in relation to the construction and/or design of the Webbs Hole Sluice Works (and including for the avoidance of doubt any latent construction and/or design defects as are defined or described within the design contract and/or construction contract and such contracts shall contain proper and reasonable provisions relating to and definitions of defects) as procured by the party to this Agreement with whom the responsibility for the design and construction of the Webbs Hole Sluice Works rests but which for the avoidance of doubt defects shall not include any defects or faults in relation to construction equipment or internal fitting out where the relevant damage defect or fault is created as a result of works or accidents undertaken by the subsequent owners occupiers or users of the Webbs Hole Sluice Works or where such construction equipment or internal fitting out has itself been undertaken by the subsequent owners occupiers or users of the Webbs Hole Sluice Works
"External Costs"	means any sums expended on the following by the Owners or if applicable SCDC in undertaking the Webbs Hole Sluice Works: 1. consultant design and supervision costs; and 2. construction costs; and 3. statutory fees; and 4. costs associated with requirements from statutory undertakers; and 5. site investigation and survey costs
"Project Management Fee"	means where Gallagher undertake the project management duties and responsibilities for the Webbs Hole Sluice Works a project management fee of up to 7.5% of the total design and construction costs for completing the Webbs Hole Sluice Works
"Webbs Hole Sluice Works Cost"	means either: 1. the cost of SCDC carrying out or procuring the carrying out of the Webbs Hole Sluice Works in which case such costs will be equivalent to those in the definition of "External Costs" as evidenced by the costs incurred by or on behalf of SCDC in carrying out and completing the Webbs Hole Sluice Works and which shall for the avoidance of doubt include a project management fee of up to 7.5% of the total design and construction costs for

completing the Webbs Hole Sluice Works; or

2. the cost of the Owners carrying out or procuring the carrying out of the Webbs Hole Sluice Works in which case such costs will be as evidenced by the costs reasonably incurred by the Owners in carrying out and completing the Webbs Hole Sluice Works AND for the avoidance of doubt this shall not include the Project Management Fee;

"Webbs Hole Sluice Contribution" means the sum payable by the Owners to SCDC shall be the lesser of:

1. the Webbs Hole Sluice Contribution Costs Cap; and

2. 15% (fifteen percent) of the Webbs Hole Sluice Works Costs

PROVIDED THAT any External Costs already paid by the Owners shall be deducted from the total amount payable as the Webbs Hole Sluice Contribution pursuant to 1 or 2 above;

"Webbs Hole Sluice Contribution Costs Cap" means the sum of £277,500 (two hundred and seventy seven thousand and five hundred British pounds);

"Webbs Hole Sluice Plan" means the plan attached to this Agreement and marked "Plan 11";

"Webbs Hole Sluice Works" means the installation of a new pumping station at the Webbs Hole Sluice and in the location as shown illustratively on the Webbs Hole Sluice Plan and such installation being carried out and completed in accordance with the Webbs Hole Sluice Specification;

"Webbs Hole Sluice Specification" means a written specification to be submitted by the Owners to SCDC for approval prepared by or on behalf of the Owners by a suitably qualified and professionally approved person experienced in preparing specifications for pumping stations of this particular sort and the detailed specification shall include details as to build standards materials and specifications

1. WEBBS HOLE SLUICE WORKS

1.1 Prior to Commencement of any of the Dwellings the Owners shall serve written notice on SCDC making a formal offer to SCDC to:

1.1.1 undertake and complete the Webbs Holes Sluice Works SUBJECT TO the following being accepted and agreed by SCDC in SCDC's written response to the offer made pursuant to this paragraph 1.1:

(a) SCDC shall in their written response to the offer made by the Owners demonstrate that they have secured the necessary rights over any third party land and interests required for the carrying out of the Webbs Hole Sluice Works; and

(b) SCDC shall in their written response to the offer unconditionally and irrevocably guarantee to bear the Adjusted Works Costs and the Owners' Project Management Fee and shall in their written response propose an instalment repayment period schedule for the Adjusted Works Costs and Project Management Fee and the first instalment shall be made no later than Completion of the Webbs Hole Sluice Works to the reasonable satisfaction of SCDC; and

(c) SCDC shall in their written response provide the Owners with any technical work regarding the design of the Webbs Hole Sluice Works that either (i) exists and is held within the control of SCDC or (ii) which SCDC could reasonably obtain at the date that SCDC write their response to the offer made as referred to above.

2. The Owners and SCDC acknowledge and agree that subject to 1.1.1 (b) and subject to paragraph 4.5.3 of this Schedule 16 below the Owners overall liability in respect of the Webbs Hole Sluice Works shall not exceed the Webbs Hole Sluice Contribution Costs Cap.

3. In the event that SCDC declines or otherwise does not accept the offer for the Owners to carry out the Webbs Hole Sluice Works as provided for in paragraph 1.1 above WHICH FOR THE AVOIDANCE OF DOUBT shall include SCDC not being able to provide confirmation of the requirements listed at items 1.1.1(a) to 1.1.1(c) then SCDC covenants with the Owners to accept the Webbs Hole Sluice Contribution in lieu of the Owners carrying out the Webbs Hole Sluice Works and if the Webbs Hole Sluice Contribution is paid to SCDC by the Owners then the Owners and SCDC agree and acknowledge that the following provisions of paragraphs 3.1 to 3.4 shall apply:

3.1 SCDC shall use all Reasonable Endeavours to complete or procure completion such that the Webbs Hole Sluice Works are completed prior to Occupation of 350 Dwellings; and

3.2 any obligation on the Owners to carry out the Webbs Hole Sluice Works pursuant to this Schedule shall cease to have effect; and

3.3 the Owners shall pay the Webbs Hole Sluice Pump Contribution to SCDC within 20 Working Days of receipt of written evidence from SCDC that SCDC has let a unconditional contract for the Webbs Hole Sluice Works to be carried out and completed PROVIDED THAT the said written evidence shall also include written evidence of the anticipated Webbs Hole Sluice Works Costs; and

3.4 SCDC shall use the Webbs Hole Sluice Contribution towards the cost of the Webbs Hole Sluice Works and for no other purpose.

4. In the event that SCDC accepts the offer made pursuant to paragraph 1.1.and the SCDC written response to the offer addresses all of the points set out in paragraph 1.1.1(a) to 1.1.1 (c) inclusive then the Owners shall:

4.1 submit for approval the Webbs Hole Sluice Specification in writing to SCDC which shall be approved or be deemed to be approved pursuant to the Approval Process; and

4.2 carry out the Webbs Hole Sluice Works in accordance with the approved or deemed approved Webbs Hole Sluice Specification which may include any variation approved or deemed approved by SCDC pursuant to the Approval Process; and

4.3 in carrying out and completing the Webbs Hole Sluice Works incur and pay for any External Costs but shall be entitled to reclaim from SCDC such External Costs reasonably incurred as part of the Adjusted Works Costs;

4.4 the Owners shall notify the Surveyor of all site meetings relating to the construction and equipping of the Webbs Hole Sluice Works;

4.5 the Owners shall permit the Surveyor:

4.5.1 to attend and to put forward his/her views at all site meetings during the course of construction and fitting out/equipping of the Webbs Hole Sluice Works;

4.5.2 on reasonable notice to inspect the Webbs Hole Sluice Works during the course of construction/fitting out;

4.5.3 to suggest items for inclusion in any necessary schedule of defects issued to the contractor in respect of the Webbs Hole Sluice Works and the Owners acknowledge that the costs of remedying any Defects shall be undertaken at the Owners' expense and shall not be taken into account in determining if the Webbs Hole Sluice Works Costs Cap has been reached or exceeded;

4.5.4 to stipulate any items or areas where the Webbs Hole Sluice Works does not meet the agreed Webbs Hole Sluice Works Specification (which forms part of the contract for the construction of the Webbs Hole Sluice Works) and then SCDC may serve on the Owners a written notice which shall specify those parts of the Webbs Hole Sluice Works Specification that have not been met and the Owners shall within 40 Working Days from the date of service of such notice (or such other period as SCDC may agree) carry out such works as are necessary to secure compliance with the Webbs Hole Sluice Works Specification and the Owners shall fund any and all reasonable subsequent inspections of the Webbs Hole Sluice Works until the approved the Webbs Hole Sluice Works Specification shall have been met PROVIDED FURTHER THAT the costs of such inspections do not result in the Webbs Hole Sluice Contributions Cost Cap being exceeded.

4.6 Not less than 20 Working Days prior to the anticipated issue of a Certificate of Practical Completion in respect of the Webbs Hole Sluice Works the Owners shall in writing invite the Surveyor to inspect the Webbs Hole Sluice Works and identify any Defects requiring attention and FOR THE AVOIDANCE OF DOUBT subject to para 4.7 below the Owners shall be entitled to issue the Certificate of Practical Completion in the event that the Owners are the supervising body under the terms of the contract for the Webbs Hole Sluice Works.

4.7 The Owners shall be entitled to issue the Certificate of Practical Completion if after the expiry of 40 Working Days after the invitation made pursuant to paragraph 4.6 of this Schedule 16 if any of the following apply:

4.7.1 the Surveyor has failed to inspect the Webbs Hole Sluice Works; or

4.7.2 the Surveyor has failed to notify the Owners in writing of any Defects such notification having been received by the Owners within the said 40 Working Days; or

4.7.3 the Surveyor has indicated following an inspection there are no Defects to remedy; or

4.7.4 where the Surveyor (acting reasonably) has identified any Defects and where all such Defects have been properly remedied to the Surveyor's reasonable satisfaction provided that the provisions of clause 17 shall apply in the event of dispute as to:

(a) whether any Defects identified by the Surveyor are reasonable and should be remedied or not; and/or

(b) whether the Defects have been properly remedied.

4.8 The Owners shall send the Surveyor copies of all instructions issued to a contractor in respect of the Webbs Hole Sluice Works at the same time as issuing them and a copy of any Certificate of Practical Completion, list of Defects or Certificate of Final Completion issued in respect of the Webbs Hole Sluice Works within five Working Days of its receipt by the Owners AND for the avoidance of doubt the Owners shall obtain a Certificate of Practical Completion and Certificate of Final Completion themselves and these certificates will not be issued by the Surveyor SAVE THAT the Owners shall have complied with the provisions of paragraph 4.7 above in relation to the issue of the Certificate of Practical Completion only.

4.9 Notwithstanding any Certificate of Practical Completion :

4.9.1 the Owners shall be responsible for rectification of any and all material Defects which manifest themselves during a period of 12 months after the issue of a Certificate of Practical Completion is issued and thereafter (subject to the law relating to latent defects) the Owners shall procure that a Certificate of Final Completion is obtained; and

4.9.2 after the end of the 12 months period as aforesaid and before any Certificate of Final Completion is issued the Owners will procure an independent surveyor's report addressed to SCDC from a reputable consultant (and which Consultant will enter into a collateral warranty in favour of SCDC or such Alternative Body nominated by SCDC) and the Owners will take account of and rectify any and all Defects set out by such surveyors report

4.10 The Owners shall use Reasonable Endeavours to procure that with effect from the Certificate of Practical Completion for the Webbs Hole Sluice Works the benefit of all guarantees and warranties relating to the design and construction of the Webbs Hole Sluice Works are assigned or otherwise, passed on to as applicable:

4.10.1 SCDC; or

4.10.2 such Alternative Body nominated by SCDC

PROVIDED THAT in the event of an Insolvency Event on the part of the designers or contractors of the Webbs Hole Sluice Works such that the Owners having used Reasonable Endeavours have not obtained assignment or otherwise of all guarantees and warranties relating to the design and/or construction of the Webbs Hole Sluice Works the Owners shall obtain the necessary insurance for the benefit of SCDC or such Alternative Body nominated by SCDC in relation to defective construction and/or defective design as may be available from commercial insurers at reasonably commercial rates and terms for a insured term of not more than the period that the warranty or guarantee would otherwise endure for and on such insurance being put in place the obligation to obtain guarantees and warranties will cease to apply.

SCHEDULE 17 - COVENANTS BY SCDC

1. APPLICATION OF FUNDS

SCDC covenants with the Owners that it will:

1.1 Keep account of interest attributable to all of the Contributions received by it under this Agreement;

1.2 In the event that upon the expiration of ten years (unless otherwise expressly stated below) after the date of receipt by SCDC of any Contribution or any part of any Contribution (together with any monies paid alongside the Contribution attributable to Indexation) then subject to the Overall Costs Cap having been expended by or on behalf of the Owners if there should be any unexpended balance (and/or which is not committed to be spent pursuant to a contract entered into prior to such date) SCDC shall retain the said unexpended balance and shall thereafter comply with the provisions of clauses 29.3 and 29.4.

1.3 Work with the Owners in order to use all Reasonable Endeavours to secure available and appropriate funding grants credits and benefits in respect of any SCDC Matters pursuant to this Agreement in respect of the Development and subject to the provisions of clause 29 and the Overall Costs Cap to allocate any such funding grants credits and benefits obtained by SCDC as a priority to the benefit of the Development PROVIDED ALWAYS that the spending of any such funding grants credit and benefits obtained by SCDC pursuant to this clause 1.3 shall not reduce the Owners' liability as to the aggregate Overall Cost Cap until the overall savings in respect of the Contributions and Works in Kind payable pursuant to this Agreement total at least £3,275,500 before Indexation).

1.4 Apply use and expend any Contributions (together with any monies paid alongside the Contribution attributable to Indexation and any interest accrued on the Contributions) it receives in an efficient and prudent way only towards the purposes for which they have been paid pursuant to the provisions of this Agreement (and which for the avoidance of doubt may include use towards any purposes pursuant to clause 29.4) with the overriding aim and commitment by SCDC to the Owners that subject to clause 29 they shall apply use and expend any Contributions so far as are reasonably necessary to fulfil the specified purposes of this Agreement so as to create the most reasonably beneficial circumstances for a Clawback Contribution to arise subject to clause 1.7 of this Schedule 17.

1.5 In the event that SCDC construct the Community Building and/or Sports Pavillion as provided for by Schedule 8 of this Agreement then upon the Community Building and/or Sports Pavillion (as applicable) being open for use by the general public as provided for in Schedule 8 of this Agreement then should there be any unexpended balance (and/or which is not committed to be spent pursuant to a contract entered into prior to such date) of all or any part of the Contribution SCDC retain the said unexpended balance and shall thereafter comply with the provisions of clauses 29.3 and 29.4.

1.6 In the event that SCDC construct the Webbs Hole Sluice Works as provided for by Schedule 16 of this Agreement then upon the Webbs Hole Sluice Works being operational as provided for in Schedule 16 of this Agreement then subject to the Overall Costs Cap should there be any unexpended balance (and/or which is not committed to be spent pursuant to a contract entered into prior to such date) of all or any part of the Webbs Hole Sluice Contribution and subject to the Overall Costs Cap having been expended by or on behalf of the Owners SCDC retain the said unexpended balance and shall thereafter comply with the provisions of clauses 29.3 and 29.4.

1.7 In accordance with clause 29.4.3 and together with the County Council to produce and serve the Owners with:

1.7.1 written notification every six calendar months commencing two years after Commencement of Development confirming (i) the amount of Clawback Contributions (if any) they hold pursuant to clause 29.4.1 and which notification shall also identify the Contribution that the Clawback Contribution originated from and the amount of that original Contribution which remains unexpended and (ii) where any Clawback Contribution has been expended to discharge any Remaining Obligations the notification shall identify which Remaining Obligation(s) has been so discharged; and

1.7.2 written notification within 40 Working Days of the date when the last Remaining Obligation has been performed or discharged PROVIDED ALWAYS that for the purposes of clause 29.4.3.(i) the Remaining Obligations shall not include any On Site SUDS Contribution payable to the County Council pursuant to paragraph 3.6.4 of Schedule 4 of this Agreement; and

1.7.3 in the event that the On Site SUDs Contribution is payable to the County Council pursuant to paragraph 3.6.4 of Schedule 4 a final written notification pursuant to this clause 29.4.3 within 40 Working Days

1.8 In the event that a Clawback Contribution is payable pursuant to clause 29.4 then subject to

1.8.1 the overall savings in respect of the Contributions and Works in Kind pursuant to this Agreement totalling at least £3,275,500 before Indexation; and

1.8.2 the Remaining Obligations having been discharged in full;

then SCDC shall repay the Clawback Contribution to the payor of the relevant Clawback Contribution as follows:

1.8.3 within 20 Working Days of service of the written notification in accordance with clause 29.4.3.1 SCDC and the County Council shall pay any Clawback Contribution less the sum of any On Site SUDS Contribution remaining to be paid pursuant to this Agreement; and

1.8.4 within 20 Working Days of service of the written notification in accordance with clause 29.4.3.2 SCDC and the County Council shall pay any Clawback Contribution.

2. **COMMUNITY**

2.1 Subject to paragraph 1.4 of this schedule 17 SCDC shall only use the Community Support Contribution for the purposes identified in Schedule 10 and specifically will take the following steps in doing so:

2.1.1 to provide a development plan for the management and programming of community development activities within three months of the commencement of construction of the Community Building; and

2.1.2 to use Reasonable Endeavours to have a dedicated community development worker on a minimum of 20 hours per week in post not less than 9 months prior to the anticipated opening of the Community Building and to continue to employ such community development worker for up to 3 years or until the expenditure in full of the Community Support Contribution in accordance with this Schedule, whichever is the sooner and the

community development worker's role and responsibilities shall include working with a variety of organisations including local Parish Councils and when constituted the Northstowe Town Council to support and deliver community and youth development work and to develop an infrastructure of local community and youth groups to benefit the Development and to establish and strengthen the community of Northstowe.

3. **GOVERNANCE**

3.1 SCDC covenants with the Owners that it will use Reasonable Endeavours to establish/approve a Town Council for Northstowe as soon as reasonably practicable following Commencement if it has not already taken steps to establish/approve a Town Council in order that the Town Council is functioning and operational to the extent it can accept transfers of any land and/or buildings as may be provided for under this Agreement and thereafter has the necessary powers to appoint engage instruct contractors employees agents consultants or other bodies organisations or individuals to manage and maintain any land or buildings that the Town Council accepts a transfer of under the terms of this Agreement.

4. **STATUTORY AND OTHER CONSENTS AND ORDERS REQUIRED**

4.1 SCDC will use Reasonable Endeavours to co-operate with the Highways Agency and any other statutory parties in connection with any aspect of the Development which involves the assistance consent or co-operation of the Highways Agency or other statutory parties PROVIDED ALWAYS THAT SCDC will not be required to spend any monies whether capital or revenue in so doing but will ensure that reasonable officer time is allocated from time to time.

5. **LAND**

5.1 SCDC will use Reasonable Endeavours to co-operate with the Owners in the grant of any rights, approvals and consents in respect of land (if any) owned by SCDC as reasonably required by the Owners to comply with the obligations in the Agreement PROVIDED ALWAYS THAT SCDC will not be required to spend any monies whether capital or revenue in so doing but will ensure that reasonable officer time is allocated from time to time.

5.2 In the event that SCDC accepts an offer made to have transferred to it the Community Building Land and/or the Allotment Land and/or Sports Pavilion Land and/or any part of the Open Space Land then:

5.2.1 SCDC shall if it accepts the transfer will do so subject to the terms as set out within the relevant Schedule of this Agreement; and

5.2.2 SCDC shall execute deliver and complete the relevant transfer to the Owners as soon as reasonably practicable in relation to or having regard to the relevant trigger.

SCHEDULE 18 - COVENANTS BY THE COUNTY COUNCIL

1. **APPLICATION OF FUNDS**

The County Council covenants with the Owners that it will

1.1 keep account of interest received by it under this Agreement;

1.2 In the event that upon the Primary School Building being capable of being open for use by pupils as provided for in Schedule 2 of this Agreement there should be any unexpended balance (and/or which is not committed to be spent pursuant to a contract entered into prior to such date) of all or any part of the Primary School Building Design Contribution then subject to the Overall Costs Cap having been expended by or on behalf of the Owners the County Council shall retain the said unexpended balance and shall thereafter comply with the provisions of clauses 29.3 and 29.4;

1.3 In the event that upon the expiration of five years after the date of receipt by the County Council of all or any part of the following Contributions (together with any monies paid alongside the Contribution attributable to Indexation) [then subject to the Overall Costs Cap having been expended by or on behalf of the Owners] there should be any unexpended balance (and/or which is not committed to be spent pursuant to a contract entered into prior to such date) the County Council shall retain the said unexpended balance and shall thereafter comply with the provisions of clauses 29.3 and 29;

1.3.1 Offsite Footpath and Cycleway Contribution;

1.3.2 the Primary School Building Construction Contribution

1.4 In the event that upon the expiration of ten years after the date of receipt by the County Council of all or any part of the following contributions (together with any monies paid alongside the Contribution attributable to Indexation) there should be any unexpended balance (and/or which is not committed to be spent pursuant to a contract entered into prior to such date) then subject to the Overall Costs Cap havng been expended by or on behalf of the Owners the County Council shall retain the said unexpended balance and shall thereafter comply with the provisions of clauses 29.3 and 29.4:

1.4.1 Secondary School Design Contribution;

1.4.2 Secondary School Construction Contribution

1.4.3 Household Waste Recycling Centre Contribution

1.4.4 On-Site SUDs Contribution

1.4.5 CGB Capital Funding Contribution

1.4.6 Bus Funding Contribution

1.4.7 Community Transport Contribution

1.4.8 Capital Transport Monitoring Contribution

1.4.9 Annual Transport Monitoring Contribution

1.4.10 Busway Link Road Contribution

1.5 Work with the Owners to use all Reasonable Endeavours to in order to secure all available and appropriate funding grants credits and benefits in respect of any County Matters pursuant to this Agreement in respect of the Development which funding grants credit and benefits obtained by the County Council shall subject as hereinafter provided be allocated and used by the County Council to the benefit of the Development PROVIDED ALWAYS that the spending of any such funding grants credit and benefits obtained by the County Council pursuant to this clause 1.5 shall not reduce the Owners' liability as to the aggregate Overall Cost Cap until the overall savings in respect of the Contributions and Works in Kind payable pursuant to this Agreement total at least £3,275,500 before Indexation).

1.6 To only draw against any Bonds that have been provided by the Owners to the County Council's benefit pursuant to the terms of this Agreement in the event of default by the Owners of the bonded obligations and to comply with the terms of the Bond in relation to drawing against the Bond and discharging it in full or in part.

1.7 Apply use and expend any Contributions (together with any monies paid alongside the Contribution attributable to Indexation and any interest accrued on the Contributions) it receives in an efficient and prudent way to only towards the purposes for which they have been paid pursuant to the provisions of this Agreement (and which for the avoidance of doubt may include use towards any purposes pursuant to clause 29.4) with the overriding aims and commitments by the County Council to the Owners that subject to clause 29 they shall only apply use and expend any Contributions so far as are reasonably necessary to fulfil the specified purpose so as to create the most reasonably beneficial circumstances for a Clawback Contribution to arise subject to paragraph 1.8 of this Schedule 18.

1.8 In accordance with clause 29.4.3 and together with SCDC to produce and serve the Owners with:

1.8.1 written notification every six calendar months commencing two years after Commencement of Development confirming (i) the amount of Clawback Contributions (if any) they hold pursuant to clause 29.4.1 and which notification shall also identify the Contribution that the Clawback Contribution originated from and the amount of that original Contribution which remains unexpended and (ii) where any Clawback Contribution has been expended to discharge any Remaining Obligations the notification shall identify which Remaining Obligation(s) has been so discharged; and

1.8.2 written notification within 40 Working Days of the date when the last Remaining Obligation has been performed or discharged PROVIDED ALWAYS that for the purposes of clause 29.4.3.(i) the Remaining Obligations shall not include any On Site SUDS Contribution payable to the County Council pursuant to paragraph 3.6.4 of Schedule 4 of this Agreement; and

1.8.3 in the event that the On Site SUDs Contribution is payable to the County Council pursuant to paragraph 3.6.4 of Schedule 4 a final written notification pursuant to this clause 29.4.3 within 40 Working Days

1.9 In the event that a Clawback Contribution is payable pursuant to clause 29.4 then subject to:

1.9.1 the overall savings in respect of the Contributions and Works in Kind pursuant to this Agreement totalling at least £3,275,500 before Indexation; and

1.9.2 the Remaining Obligations having been discharged in full;

then the County Council shall repay the Clawback Contribution to the payor of the relevant Clawback Contribution as follows:

1.9.3 within 20 Working Days of service of the written notification in accordance with clause 29.4.3.1 SCDC and the County Council shall pay any Clawback Contribution less the sum of any On Site SUDS Contribution remaining to be paid pursuant to this Agreement; and

1.9.4 within 20 Working Days of service of the written notification in accordance with clause 29.4.3.2 SCDC and the County Council shall pay any Clawback Contribution.

2. **EDUCATION**

2.1 In respect of the planning obligations contained in Schedule 2 the County Council additionally covenants as follows:

2.1.1 the County Council covenants with the Owners not to use the Primary School Building Design Contribution and Primary School Building Construction Contribution received from the Owners pursuant to Schedule 2 towards any costs or fees associated with delivering a Primary School Building that is larger or is delivered to a higher specification than that approved as part of the Project Core Team meetings as necessary to mitigate the impact of the Development;

2.1.2 as soon as possible following the grant of the Planning Permission to apply for and use reasonable endeavours to obtain prudential borrowing from the Public Works Loan Board or such other alternative funding source as may be notified in writing to the Owners in order to secure the necessary funds to forward fund the cost of design and construction of the Primary School Building;

2.1.3 to only drawdown from the prudential borrowing available to the County Council secured pursuant to paragraph 2.1.2 of this Schedule 18 above such monies as are immediately required at the time of drawdown to fund the stage of design or construction of the Primary School Building that the County Council is at AND PROVIDED THAT for the avoidance of doubt the County Council shall not drawdown the full extent of the borrowing available for the design and construction of Primary School Building in one lump sum nor for works or other actions and activities connected to the design and construction of the Primary School Building that may occur more than 40 Working Days in advance of the date of drawdown;

2.1.4 to use the monies received from the Owners pursuant to paragraphs 2.3 and 2.5 of Part 2 of Schedule 2 to immediately (time being of the essence in relation to this paragraph) and no later than 20 Working Days after receipt or deemed receipt of any instalment of the said monies repay any capital element of the prudential borrowing loan that has been secured through the Public Works Loan Board to forward fund the provisions of the Primary School Building such that the Owners shall not be adversely affected by delays in repayment which will result in additional annual interest charges. To only use the payments received pursuant to paragraph 15 of Part 2 to discharge any interest payments due to the loan company in relation to the borrowing referred to above PROVIDED THAT where the County Council have already paid the annual interest payments to the loan company at the point they receive the payment from the Owners representing the said annual interest payments for the preceding 12 month period then the County Council shall be entitled to retain such monies received from the Owners;

2.1.5 to use the payments received pursuant to paragraph 2 and 5 of Part 3 of Schedule 2 towards funding the cost of the Secondary School Building.

3. STATUTORY AND OTHER CONSENTS AND ORDERS REQUIRED

3.1 The County Council will co-operate with the Highways Agency and any other statutory parties in connection with any aspect of the Development which involves the assistance consent or co-operation of the Highways Agency or other statutory parties.

4. LAND

4.1 The County Council will use all Reasonable Endeavours to co-operate with the Owners in the grant of any rights, approvals and consents in respect of land owned by the County Council as reasonably required by the Owners to comply with the obligations in the Agreement PROVIDED ALWAYS THAT the County Council will not be required to spend any monies whether capital or revenue in so doing but will ensure that reasonable officer time is allocated from time to time.

4.2 The County Council shall use Reasonable Endeavours to respond in writing to any offer to transfer land pursuant to this Agreement within 60 Working Days.

4.3 In the event that the County Council accepts the offer made to have transferred to it the Primary School Land, the Household Waste Recycling Centre Land, the On-Site SUDS Land or the Off Site Flood Mitigation Land then:

4.3.1 the County Council shall use Reasonable Endeavours to agree the final transfer within three months of the date of the offer having been made; and

4.3.2 the County Council shall accept the transfer on the terms as set out within the relevant Schedule of this Agreement; and

4.3.3 the County Council shall execute and deliver the relevant transfer to the Owners with time being of the essence.

4.4 In respect of any land transferred to the County Council pursuant to the terms of this Agreement the County Council covenants to use the land solely for the purpose for which the land has been transferred.

4.5 In relation to the Primary School Building and Household Waste Recycling Centre the County Council covenants with the Owners to use Reasonable Endeavours to efficiently design, layout and construct the Primary School Building and Household Waste Recycling Centre including any use of the Primary School Building Land and Household Waste Recycling Centre Land which does not involve the construction of building(s) with the overriding aim and commitment to the Owners that the County Council shall only use such part of the Primary School Building Land and Household Waste Recycling Centre Land as is absolutely necessary to deliver the Primary School Building and Household Waste Recycling Centre to applicable building standards and in accordance with the Detailed Primary School Building Works Specification and Household Recycling Specification (as applicable) AND PROVIDED THAT in the event any part of the Primary School Building Land and/or Household Waste Recycling Centre Land is not required for the construction of the Primary School Building and Household Waste Recycling Centre (respectively) then the County Council covenants with the Owners to offer to transfer such land back to Gallagher for nil consideration and if Gallagher accepts such an offer the County Council shall complete such a transfer as soon as practicably possible with each party bearing their own legal costs and there being no restrictions contained in the transfer on the future use that Gallagher to put such land to together with such other terms restrictions and rights as may be agreed between the parties.

5. COMMUNITY ACCESS TO THE PRIMARY SCHOOL

5.1 The County Council covenants with SCDC that (subject to having first liaised and agreed with SCDC the relevant details) the County Council shall as soon as reasonably possible agree in writing with the School Promoter those parts of the Primary School that shall be made available for local community use capable of serving residents of the Development and those working or otherwise associated with the Development and such use to be:

5.1.1 at reasonable times outside normal school hours during term times and including evenings and week-ends; and

5.1.2 at reasonable times including day-time and evenings and at week-ends during school holidays; and

5.1.3 at reasonable times during normal school hours and during term times in relation to those specific parts of the primary School which are agreed as (i) intended for dedicated local community use and (ii) including any rooms to be identified for any such community use; and

5.1.4 for the period between the date when the Primary School Building is open to pupils and the date when the Community Building is open to the public

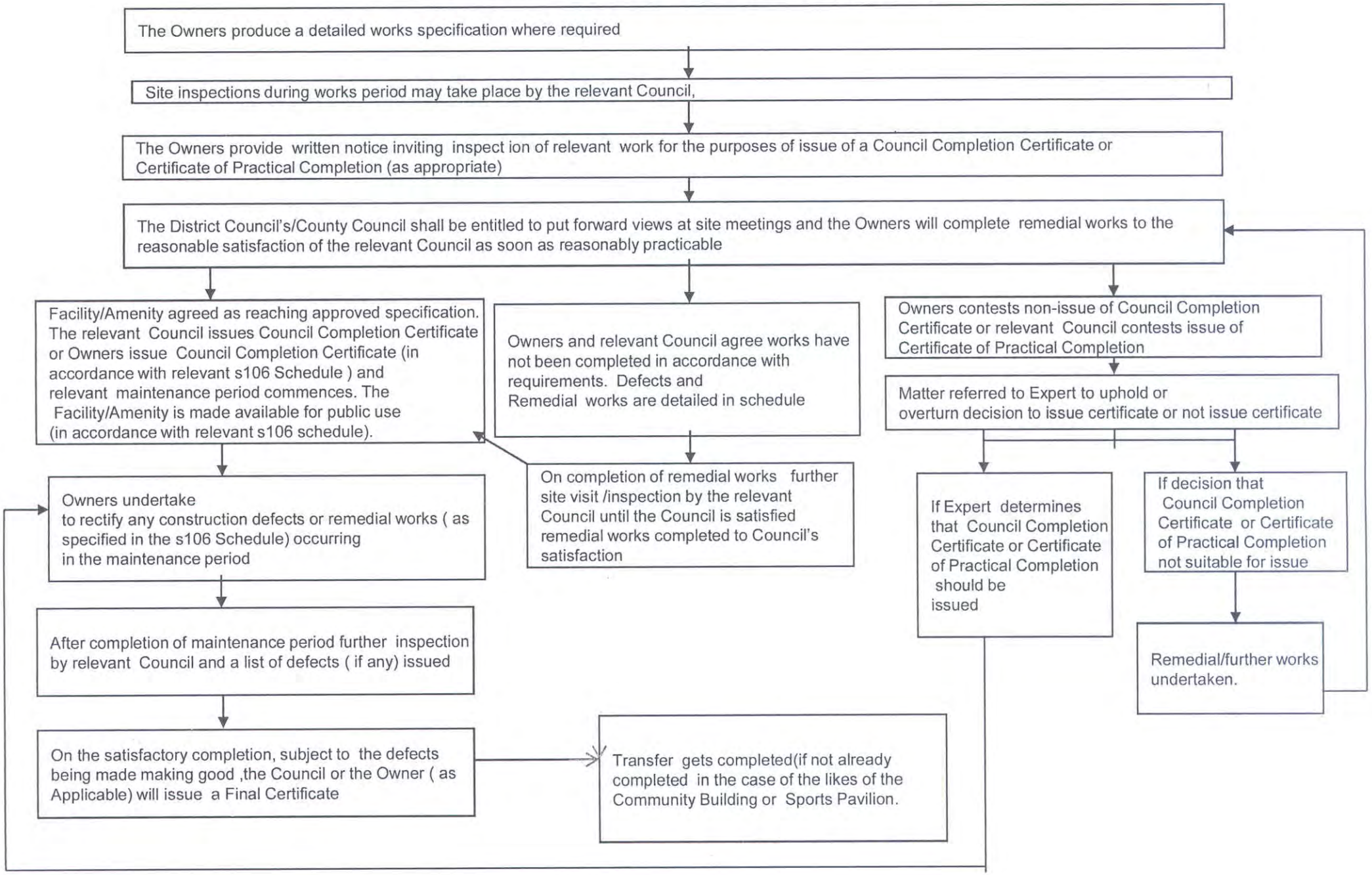
and provided always that (i) such arrangements do not prejudice the operation of the education elements of the Primary School itself and any statutory duties placed on the County Council under the Education Acts and the details (ii) set out any contribution to be made by the parties towards the associated costs arising from such access arrangement and details of which are to be set out in a Community Access Agreement to be agreed and entered into by the Councils and the School Promoter (and the health service provider (if relevant) and such Agreement to be entered into before any works take place to the fitting out of the Primary School Building.

APPENDIX 1 – REMEDY OF DEFECTS AND HANDOVER PROCESS

Appendix

Remedy of Defects and Handover Process

as to Facilities and Amenities (where applicable)



APPENDIX 2 - INDEXATION TABLE

Northstowe, CAMBRIDGE Section 106 Indexation

General Principles

1. Indexation to commence when s106 signed
2. Indexation calculated to relevant payment date
3. If tender price less than budgeted amount plus indexation , indexation will only be payable up to tender price.
4. BCIS is the General Building Cost Index
5. Price inflation is the Consumer Prices Index

	Schedule	Works	Monies	Payee	Current CCC/SCDC Payment Triggers	Indexation
1	2 Education	Primary School (Design)	£1,200,000		Design works - 8 monthly payments of £150k 3 years from commencement of development.	N/A
		Primary School (Build)	£9,800,000	CCC	Build - 4 Quarterly payments of £2.45m 3 years from Contractor start on site (Implementation)	N/A
2	2 Education	Secondary School (Design)	£1,000,000		Design works - £250k on later of 1/7/14 or Implementation date, £250k +6mths after 1st payment, +£250k +12 mths, £250k +18 mths.	BCIS
		Secondary School (Build)	£7,000,000	CCC	Build - 8 payments of £875k prior to 300/350/400/450/500/600/700/800 dwellings	BCIS
3	3 Household Waste Recycling Centre	HWRC	£190,395	CCC	Prior to the 1400 occupation	BCIS
4	4 Sustainable Urban Drainage System	SUDS (Commuted Sum)	£1,015,967	CCC	£200k on transfer of system, £271,989 + 5 years, £271,989 + 10 years, £271,989 +15 years (if County Council take on maintenance)	CPI
5	5 Off Site Flood Mitigation Works at B1050, Hatton's Road	Hatton's Road Ponds (Commuted Sum)	£31,500	SCDC	Within 3 years of commencement of development	CPI
6	5 Off Site Flood Mitigation Works at B1050, Hatton's Road	Drainage upgrade & maintenance	£46,500	SCDC	Prior to commencement of earthworks	CPI
7	6 Transport Including the Cambridgeshire Guided Busway	CGB	£2,380,500	CCC	£380,500 prior to 200 occupation. £1m prior to 700 occupation. £1m prior to 1400 occupation.	PWLB
8	6 Transport Including the Cambridgeshire Guided Busway	Bus Funding Contribution	£1,320,000	CCC	£50k prior to 50 occupation. £50k +12 months. £280k plus 2 years. £280k +3 years. £280k +4 years. £280k +5 years. £100k + 6 years.	CPI
9	6 Transport Including the Cambridgeshire Guided Busway	Community Transport Contribution	£80,000	CCC	£10k prior to 1 occupation. £10k +12 months & £10k on each anniversary.	CPI
10	6 Transport Including the Cambridgeshire Guided Busway	Annual Transport Monitoring Contribution	£70,000		£10k on commencement, £10k on each anniversary	CPI
11	6 Transport Including the Cambridgeshire Guided Busway	Capital Transport Monitoring Measures Contribution	£860,000	CCC	£60k 3 months after PP granted. £267k on 300 occupation, £267k on 900 occupation, £266k on 1400 occupation.	BCIS
12	6 Transport Including the Cambridgeshire Guided Busway	Cycle Way	£932,000	CCC	£50k on commencement. £441k 20 working days after award of contract. £441k 80 working days after award of contract	BCIS BCIS
13	6 Transport Including the Cambridgeshire Guided Busway	Street Furniture	£30,000		Capped level	N/A
14	6 Transport Including the Cambridgeshire Guided Busway	Construction Enviromental Management Plan	£100,000	-	Capped level	N/A
15	6 Transport Including the Cambridgeshire Guided Busway	Travel Plans	£100,000	-	Capped level	N/A
16	6 Transport Including the Cambridgeshire Guided Busway	Travel Plans Coordinator Contribution	£75,000	CCC	£15k prior to 1 occupation. £15k +12 months & £15k on each anniversary to fourth anniversary.	CPI
17	8 Community Centre	Community Centre (by 900)	£1,522,500	SCDC	£152,250 on completion of land transfer. £989,625 1 month after award of contract. £380,625 7 months after award of contract.	BCIS
18	9 Allotments and Orchards	Allotments and Orchards	£25,000	-	Prior to the 100 occupation land laid out	N/A
19	10 Community Support and Development	Community Support and Development	£300,000	SCDC	£60k prior to commencement. £120k prior to 50 occupations. £120k prior to 250 occupations	CPI
20	11 Land for Faith/Voluntary Groups	Faith and Vol Sector Land 0.25ha	Nil	-	-	N/A
21	12 Environment	Air Quality Monitoring	£78,550	SCDC	Prior to Commencement	CPI
22	12 Environment	Ordnance - Evacuation Costs Ordnance - Council Costs	£60,000 £10,000		Contingent payments only	N/A
23	12 Environment	Water Course- technical assistance	£1,500	SCDC	Prior to commencement of earthworks	CPI
24	12 Environment	Noise and Vibration monitoring	£31,625	SCDC	Prior to commencement of earthworks	CPI
25	12 Environment	Webbs Hole Pump	£277,500	SCDC	Must be built pre 500 occupations	BCIS
26	13 Governance	Governance	£22,500	SCDC	Prior to April 2015	CPI
27	14 Open Space	Formal Park, NEAPs LEAPS/SIP	£260,000 £260,000	SCDC SCDC	Build prior to 350 occupations Build prior to 50% of occupations in parcel	N/A N/A
28	14 Open Space	Sports Pitches (inc MUGA)	£1,516,263	SCDC	Build prior to 350 occupations	N/A
29	14 Open Space	Sports Pavilion (by 350)	£1,100,000	SCDC	£110,000 on completion of land transfer. £660,000 1 month after award of contract. £330,000 4 months after award of contract.	BCIS
30	14 Open Space	Community Endowment for Public realm Maintenance (Commuted Sum)	£1,500,000	Managing Body	£375,000 prior to 200/500/800/1100 occupation.	CPI

APPENDIX 3 - FORM OF BOND

FORM OF BOND

(JJ Gallagher)

(Guarantee No. [ ]/)

DATED [April 20][14]

[ ] plc (1)

and

Cambridgeshire County Council (2)

Guarantee Bond

Relating to
[ ]

Shakespeares Legal LLP
Homer House
8 Homer Road
Solihull
B91 3QQ
(Ref: MRR/RS)

(Guarantee No: [ ]/)

THIS GUARANTEE BOND is made the day of 20[14]

BY THIS GUARANTEE BOND WE [ ] PLC of [ ] ("the Guarantor") are bound unto **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB3 0AP ("the County Council") in the sum of [ ] POUNDS (£[ ])

WHEREAS

(1) [ ] (Company Registration Number [ ]) whose registered office is at [ ] ("the Primary Obligor") is required pursuant to the provisions of an Agreement dated the [ ] day of [ ] made between [ ] and [ ] ("the Section 106 Agreement") to pay to the County Council the sum of [ ] Pounds ("the Obligation") as to part on [ ] and part on [ ] *[as applicable]*

(2) The Section 106 Agreement anticipates security in the form of a guarantee bond

(3) This Guarantee Bond is to be that security

NOW: -

1 **SUBJECT** only to the provisions of clause 7 hereof as to the timing of demand and provision of a further Guarantee Bond and to the provisions of clause 4 hereof as to the maximum aggregate liability of the Guarantor the Guarantor hereby irrevocably and unconditionally guarantees as a primary obligor the Obligation

2 **ANY** demand for payment ("the Demand") by the County Council shall be in the form of the Demand set out in the Schedule One to this Guarantee Bond (with all sections completed signed and countersigned as required).

3 **SUCH** a Demand (provided it is delivered in accordance with clause 7 hereof and is not for a sum exceeding the maximum aggregate liability as specified in clause 4 hereof) shall be accepted by the Guarantor as evidence for the purposes of this Guarantee Bond that the amount claimed by the County Council is due to the County Council

4 **THE** Guarantor's maximum aggregate liability under this Guarantee Bond shall be [ ] POUNDS (£[ ]) or such reduced sum as shall be applicable pursuant to the provisions of clause 5 hereof

5 **THE** amount of the Guarantee Bond shall be reduced by any amount or amounts in respect of the Obligation which have already been paid to the County Council ("the Reduction") but only upon the County Council certifying in writing to the Guarantor that the Primary Obligor has reduced its liability to pay ("the Reduction Certificate"). Any such Reduction Certificate shall be in the form of the Reduction Certificate set out in Schedule Two with all sections completed signed and countersigned as required.

6 **THIS** Guarantee Bond may be cancelled before the Expiry Date (as defined in clause 7 hereof) by the County Council certifying to the Guarantor that the Primary Obligor has discharged the Obligation (the Cancellation Certificate). The Cancellation Certificate shall be in the form of the Cancellation Certificate set out in Schedule Three with all sections completed signed and countersigned as required.

7 **IF** the Cancellation Certificate is not issued before the Expiry Date this Guarantee Bond shall expire at 5.00pm (London time) on the [ ] day of [ ] 20[ ] ("the Expiry Date") [One month after the due date] PROVIDED THAT on or before the expiry of one month from the

Expiry Date the Primary Obligor hereby agrees that it will deposit with the County Council a further Bond for any balance of the Obligation then outstanding but otherwise in identical terms to this Guarantee Bond including this provision. Upon the Expiry Date this Guarantee Bond shall be null and void as regards any claim made by the County Council under this Guarantee Bond which has not been delivered to the Office (as defined in clause 11 hereof) prior to the Expiry Date (and the County Council acknowledges that time is of the essence in this regard)

8 If the Primary Obligor shall have failed to obtain a further Guarantee Bond in the terms referred to in clause 7 hereof all sums secured by the within-written Guarantee Bond shall become due and payable and notice upon or after that date (but before the Expiry Date) may be given in writing by the County Council to the Guarantor to hold that sum in an account of [ ] Bank plc bearing interest at the rate of [ ]% below [ ] Bank plc's base rate for the benefit of the County Council which amount the County Council shall be entitled at any time thereafter to apply to the Guarantor for payment thereof (including interest) PROVIDED ALWAYS that any balance in that account after the County Council has completed all its claim under the Section 106 Agreement shall accrue to the Guarantor.

9 **PAYMENT** in respect of any Demand made by the County Council which complies with the requirements of this Guarantee Bond shall be made by the Guarantor by telegraphic transfer in pounds sterling to such bank account in the United Kingdom as the County Council shall specify in the Demand for value within 14 days of delivery of the Demand

10 **FOR** the avoidance of doubt, it is agreed that as between the County Council and the Guarantor it is agreed that the County Council shall be entitled to enforce this Guarantee Bond directly against the Guarantor without being required to take any prior action against the Primary Obligor or to seek to enforce any claim against the Primary Obligor

11 **WHERE** a notice or demand is given by the County Council it may be served by leaving it, or sending it by recorded delivery post or special delivery to the Guarantor at the Office (defined below) (or to such substitute address notified by the Guarantor to the County Council in writing) in a letter referring to this Guarantee Bond, this clause and enclosing a copy of the Guarantee Bond or if no substitute address is notified as specified in clause 12 below) marked for the attention of: [The Manager, Guarantees] [ ] ("the Office") such notice or demand shall only be effective from the date on which it is actually delivered to the Office

12 **SUCH** demand may be served at the registered office of [ ] in the circumstances where [ ] are no longer at the Office

13 **THE** Guarantor hereby unconditionally and irrevocably acknowledges to the County Council that this Guarantee Bond is an "on demand" Guarantee and without prejudice to the generality of the foregoing that it will not be discharged, impaired, released or otherwise affected by: -

(a) any time or indulgence granted by the County Council to the Primary Obligor or any other person, firm or company in relation to the Section 106 Agreement;

(b) any compromises made by the County Council with the Primary Obligor or any other person, firm or company in relation to the Section 106 Agreement;

(c) any defect in the execution of the Section 106 Agreement or any invalidity, illegality or unenforceability in respect of the Obligation;

(d) the winding-up, dissolution, administration or reorganisation of the Primary Obligor or any change in its constitution, status, function, control or ownership;

(e) any disability, incapacity or lack of any borrowing powers of the Primary Obligor or by any act, omission or fraud of the Primary Obligor or of any officer or employee of the Primary Obligor or any other person or by the non-existence of any matter or lack of authority of any director or other person appearing to be acting for the Primary Obligor in any manner

PROVIDED ALWAYS that nothing in this clause 12 shall affect the provisions of clause 7 ("the Expiry Date")

14 **THIS** Guarantee Bond may not be amended or varied in any manner except by a Reduction Certificate (see clause 5) a Cancellation Certificate (see clause 6) or by an instrument in writing expressly stated to be an amendment to this Guarantee Bond such instrument being signed by a duly authorised representative of each of the Guarantor, the County Council and the Primary Obligor

15 **THE** benefit of this Guarantee Bond is personal to the County Council and is not transferable or assignable by the County Council without the prior written consent of the Primary Obligor and the Guarantor such consent not to be unreasonably withheld and in the event of such assignment or transfer the County Council shall give notice in writing thereof to the Guarantor and the Primary Obligor and after such notice such assignee shall be deemed to be the County Council for the purposes of this Guarantee Bond

16 **THIS** Guarantee Bond shall be governed by and construed in all respect in accordance with the Laws of England and the Guarantor hereby irrevocably submits to the exclusive jurisdiction of the English Courts

IN WITNESS whereof this Guarantee Bond has been duly executed and delivered as a Deed the day and year first before written

SCHEDULE ONE

FORM OF DEMAND

(by the County Council from the Guarantor)

To: Guarantees
[

] *[To be inserted]*

[by hand/recorded delivery/special delivery]

[DATE]

Dear Sirs

Re: Guarantee issued in favour of [BENEFICIARY] [Guarantee No.]
Dated [ ] 20[ ] ("the Guarantee") – Demand for Payment

We refer to the Guarantee Bond.

This is a Demand (as defined in the Guarantee Bond).

1 We declare that the Obligation (as defined in the Guarantee Bond) has not been performed [in part] and we certify that the sum of [£] is due [and has remained unpaid for at least fourteen days]. We therefore demand payment of the sum of [£]

2 Payment should be made to the following account:

Name: [ ]
Bank: [ ] plc/Limited [ ]
Account Number: [ ]
Sort Code: [ ]
Being the account of Cambridgeshire County Council

3 The date of this Demand is not later than the Expiry Date (as defined in the Guarantee Bond)

Signed by the [Beneficiary] _____

Countersigned by [ ] of [ ]

_____

Being [ ]

Of [ ]

(the Beneficiary's English Solicitors) *[If external solicitors are acting]*

Solicitors Firm Stamp:-

END OF SCHEDULE ONE

SCHEDULE TWO

FORM OF REDUCTION CERTIFICATE

(by the County Council to the Guarantor)

To: Guarantees
[

] *to be inserted]*
[by hand/recorded delivery/special delivery]

[DATE]

Dear Sirs

Re: Guarantee issued in favour of [BENEFICIARY]
Guarantee No. [ ]/]
Dated [ ] 20[ ] ("Reduction Certificate")

We refer to the Guarantee Bond.

This is a Reduction Certificate as defined in the Guarantee Bond

1 We confirm that the sum of [£] has been received by us and the Obligation (as defined in the Guarantee Bond) is now for the payment of the reduced sum of

[£]

2 For the avoidance of doubt it is now agreed that the maximum aggregate liability under the Guarantee Bond is for all purposes now [£]

Signed by the County Council _____

Countersigned by [ ] of [ ]

_____

Being [ ]

Of [ ]

(the Beneficiary's [English] Solicitors) *[if external solicitors are acting]*

Solicitors Firm Stamp:-

END OF SCHEDULE TWO

SCHEDULE THREE

FORM OF CANCELLATION CERTIFICATE

(by the County Council to the Guarantor)

To: Guarantees

[

] *[to be inserted]*

[by hand/recorded delivery/special delivery]

[DATE]

Dear Sirs

Re: Guarantee issued in favour of [BENEFICIARY]
Guarantee No. [ ]/ [ ]
Dated [ ] 20[ ] ("the Guarantee") – Cancellation Certificate

We refer to the Guarantee Bond.

This is the Cancellation Certificate as defined in the Guarantee Bond

1 We declare that the Obligation (as defined in the Guarantee Bond) has been fully performed.

2 For the avoidance of doubt it is declared by us that the Guarantee Bond is of no further effect and is cancelled.

Signed by the County Council _____

Countersigned by [ ] of [ ]

_____

Being [ ]

Of [ ]

(the Beneficiary's [English] Solicitors) *[If external solicitors are acting]*

Solicitors Firm Stamp:-

END OF SCHEDULE THREE

EXECUTION OF THIS GUARANTEE

EXECUTED AND DELIVERED)
as a **DEED** by **[ ] plc)**
acting by its attorney

_____

Signature of Attorney of [ ] plc
(Certified copy Power of Attorney attached)

Signed in the presence of: -

Witness Name:
Witness Signature:
Witness Address:
(Guarantee Number: [ ]/[ ])

THE COMMON SEAL of
CAMBRIDGESHIRE COUNTY COUNCIL
was hereunto affixed in the presence of: -

.....
Authorised Signatory

APPENDIX 4 - FORM OF PAYMENT NOTIFICATION

APPENDIX 4 - FORM OF PAYMENT NOTIFICATION

TO BE TYPED ON THE OWNERS' OR PARTY THAT PAYS THE CONTRIBUTION LETTERHEAD

Our ref: Your ref:

Date

The County Solicitor
Cambridgeshire County Council ('CCC')
Shire Hall
Castle Hill;
Cambridge
CB3 0AP

Dear Sir/Madam

£[ ] Bond in favour of CCC relating to [ ]

We confirm that we have paid to CCC the sum of £[ ] relating to the [*INSERT NATURE OF THE CONTRIBUTION PAID*] S106 Obligations contained in [*INSERT CLAUSE/ SCHEDULE REFERENCE*] the S106 Agreement between CCC and Gallagher Longstanton Limited dated [ ]. Accordingly, we request that you, within 5 working days, notify our Surety [HSBC Bank plc] of this fact and that the above bond can be reduced by £ [ ]/released.

If you have any question in relation to this instruction would you please contact us immediately.

Yours faithfully

[Authorised Signatory]

APPENDIX 5 – TABLE OF SECURITIES

Northstowe, CAMBRIDGE (Phase 1)			TABLE OF SECURITIES				
Schedule	Works	Monies	Security Start Date	Security Release	Security		
					Bond	Land Charge	Company Guarantee
2 Education	Primary School (Design) Primary School (Build)	£1,200,000 £9,800,000	1 month prior to commencement of development 1 month prior to award of build contract	Reducing after individual payments Reducing after individual payments	£1,200,000 £9,800,000		
2 Education	Secondary School (Design) Secondary School (Build)	£1,000,000 £7,000,000	1 month prior to 100 occupation 1 month prior to 400 occupation	Reducing after individual payments Reducing after individual payments	£1,000,000 £7,000,000		
3 Household Waste Recycling Centre	HWRC	£190,395	On signing s106	On payment			£190,395
4 Sustainable Urban Drainage System	SUDS	£1,015,967	On signing s106	On final payment			£1,015,967
5 Off Site Flood Mitigation Works at B1050, Hatton's Road	Mitigation Works	£31,500	On signing s106	On payment			£31,500
5 Off Site Flood Mitigation Works at B1050, Hatton's Road	Drainage upgrade & maintenance	£46,500	On signing s106	On payment			£46,500
6 Transport Including the Cambridgeshire Guided Busway	CGB	£2,380,500	1 month prior to 200th occcupation	Reducing after individual payments	£2,380,500		
6 Transport Including the Cambridgeshire Guided Busway	Bus Funding Contribution	£1,320,000	1 month prior to 50 occupation	Reducing after individual payments	£1,320,000		
6 Transport Including the Cambridgeshire Guided Busway	Community Transport Contribution	£80,000	On signing s106	On final payment			£80,000
6 Transport Including the Cambridgeshire Guided Busway	Annual Transport Monitoring Contribution	£70,000	On signing s106	On final payment			£70,000
6 Transport Including the Cambridgeshire Guided Busway	Capital Transport Monitoring Measures Contribution	£860,000	2 month after PP granted	Reducing after individual payments	£860,000		
6 Transport Including the Cambridgeshire Guided Busway	Cycle Way	£932,000	£50k 1 month prior to commencement/£882k 1 month prior to award of contract	Reducing after individual payments	£932,000		
6 Transport Including the Cambridgeshire Guided Busway	Street Furniture	£30,000	On signing s106	On payment			£30,000
6 Transport Including the Cambridgeshire Guided Busway	Construction Enviromental Management Plan (£100,000)	£100,000	On signing s106	On payment			£100,000
6 Transport Including the Cambridgeshire Guided Busway	Travel Plans (£175,000)	£100,000 £75,000	On signing s106 on signing s106	On payment On final payment			£100,000 £75,000
8 Community Centre	Community Centre (by 900)	£1,522,500	On commencement	Reducing after individual payments		£1,522,500	
9 Allotments and Orchards	Allotments and Orchards (£25,000)	£25,000	On signing s106	On completion of works			£25,000
10 Community Support and Development	Community Support and Development	£300,000	On commencement	Reducing after individual payments		£300,000	
11 Land for Faith/Voluntary Groups	Faith and Vol Sector Land 0.25ha	Nil	-	-			-
12 Environment	Air Quality Monitoring	£78,550	On signing s106	On payment			£78,550
12 Environment	Ordnance - Evacution Costs Ordnance - Council Costs	£60,000 £10,000	On signing s106 On signing s106	Completion of Development Completion of Development			£60,000 £10,000
12 Environment	Water Course- technical assistance	£1,500	-	-			-
12 Environment	Noise and Vibration monitoring	£31,625	On signing s106	On payment			£31,625
12 Environment	Webbs Hole Pump	£277,500	On commencement	On completion of works		£277,500	
13 Governance	Governance	£22,500	-	-			-
14 Open Space	Open Space Formal Park LAPs, LEAPS NEAP	£520,000	On commencement	On completion of works		£520,000	
14 Open Space	Sports Pitches	£1,516,263	On commencement	On completion of works		£1,516,263	
14 Open Space	MUGA						
14 Open Space	Sports Pavilion (by 350)	£1,100,000	On commencement	Reducing after individual payments		£1,100,000	
14 Open Space	Community Endowment for Public realm Maintenance	£1,500,000	On commencement	On final payment to Management company		£1,500,000	
15 Temporary Waste Facilities and Recycling Bins	Temporary Waste	£24,000	-	-			-
15 Temporary Waste Facilities and Recycling Bins	Bins	£140,250	On signing s106	On final payment			£140,250
Total		£33,361,550			£24,492,500	£6,736,263	£2,084,787

APPENDIX 6 - FORM OF LEGAL CHARGE

DATED **2014**

Gallagher Longstanton Limited (1)

South Cambridgeshire District Council (2)

Legal Charge Relating to land at Phase 1, Northstowe, Cambridgeshire

Shakespeares Legal LLP
Homer House
8 Homer Road
Solihull
West Midlands
B91 3QQ
(Ref: RBG/RO)

THIS LEGAL CHARGE is made the day of 2014

BETWEEN:

(1) **GALLAGHER LONGSTANTON LIMITED** (Company Registration Number 03538959) whose registered office is situate at 15 Hockley Court, Stratford Road, Solihull, West Midlands B94 6NW ("the Chargor")

(2) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge CB25 6EA ("the Chargee")

WHEREAS: -

By virtue of the provisions of an Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between [ ] ("the Section 106 Agreement") the Chargee is entitled in the circumstances specified therein to the payment by the Chargor of the Contributions and performance by the Chargor of its Obligations

NOW THIS LEGAL CHARGE WITNESSES as follows: -

1. **DEFINITIONS**

1.1 In this Legal Charge the following terms shall have the following meanings except where the context otherwise requires: -

WORDS & EXPRESSIONS	**MEANINGS**
"Community Building Contribution"	means the Community Building Contribution as defined in the Section 106 Agreement
"Community Building Obligation"	means the Obligation to build a Community Building or pay to the Chargee a contribution for the same as set out in Schedule 8 of the Section 106 Agreement
"Community Support Contribution"	means the Community Support Contribution as defined in the Section 106 Agreement
"Contributions"	means the Community Building Contribution, the Community Support Contribution, the Sports Pavilion Contribution, the Webbs Hole Sluice Contribution, the Northstowe Phase 1 Maintenance Contribution and any one of the same

"Costs"	all costs charges expenses taxes and liabilities of any kind including (without limitation) costs and damages in connection with litigation professional fees disbursements and any VAT charged on costs which the Chargee or any Receiver may charge or incur in relation to this legal mortgage the Property or breach of any provision of this legal mortgage by the Chargor
"Encumbrance"	means any mortgage charge (whether fixed or floating, legal or equitable) pledge lien assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Environment"	means all of the air, water and land including (without limitation) the air within buildings and other natural or man-made structures above or below ground and surface water and surface and sub-surface soil
"Environmental Law"	means all applicable statutes, treaties, regulations, Directives or similar measures relating to the pollution or protection of the Environment that affect the Property
"Environmental Licence"	means any authorisation required by an Environmental Law in respect of the Property
"Incidental Open Space Obligation"	means the Incidental Open Space Obligation as defined/set out in the Section 106 Agreement
"Northstowe Phase 1 Maintenance Contribution"	means the Northstowe Phase 1 Maintenance Contribution as defined in the Section 106 Agreement
"Obligations"	means the Community Building Obligation the Open Space Obligation, the Sports Pitches Obligation and the Sports Pavilion Obligation and any one of the same

"Open Space Obligation"	means the obligation to set out Open Space comprising the Formal Park, LAPS, LEAPS SIPS and NEAPS as set out in [Schedule 14] of the Section 106 Agreement
"Receiver"	means any person appointed hereunder as receiver administrative receiver or receiver and manager and/or any other or additional person appointed or substituted as receiver administrative receiver or receiver and manager of all or any part of the assets and undertaking of the Chargor
"Sports Pitches Obligation"	means the obligation to set out Sports Pitches as set out in Schedule 14 of the Section 106 Agreement
"Sports Pavilion Obligation"	means the Obligation to build a Sports Pavilion [or pay to the Chargee a contribution for the same] as set out in Schedule 8 of the Section 106 Agreement
"Webbs Hole Sluice Contribution"	means the Webbs Hole Sluice Contribution as defined in the Section 106 Agreement

1.2 In interpreting this Legal Charge: -

1.2.1 References to "the Chargor" include the successors in title of the Chargor (or his personal representatives where the Chargor is or includes an individual) and any person entitled to redeem the charges created by this Legal Charge

1.2.2 References to "the Property" include all additions improvements fixtures and fittings there from time to time and reference to "land" incorporate the definition of Section 205(ix) of the Law of Property Act 1925 and any rights conferred under any licence

1.2.3 References to "the Property" and "land" are in in the absence of any contrary indication to be construed respectively as references to the whole or to each part thereof and "the Property" may consist of more than one parcel of land and more than one building and of land comprised in more than one title

1.2.4

1.2.4.1 Any covenant by the Chargor not to do any act or thing (and including a covenant to restrict occupation(s) beyond a relevant trigger) is where appropriate to be construed additionally as a

covenant by the Chargor not to permit or suffer such act of thing to be done (including not to permit or suffer occupations beyond the relevant trigger) by any other person

1.2.4.2 Any positive covenant by the Chargor extends to an obligation to ensure compliance by third parties

1.2.5 Any indemnities given by the Chargor are to be construed as obligations to keep the Chargee or other specified persons indemnified against liability in respect of all proceedings damages penalties costs expenses claims and demands of whatsoever nature (including all fees expenditure and VAT thereby arising) in respect of the relevant act omission or default of the Chargor its tenants or their respective agents servants invitees or licensees

1.2.6 Any references to any statute includes any modification extension or re-Enactment of such statute for the time being in force and any instruments regulations directions orders or permissions made thereunder

1.2.7 Any reference to another agreement or document shall be construed as a reference to that agreement or document as the same may have been amended varied substituted supplemented or novated from time to time

2.

2.1 The Chargor covenants with the Chargee: -

2.1.1 to pay and/or procure payment of the Contributions on the due date(s) for payment specified in the Section 106 Agreement particular to the relevant Contribution/Obligation

2.1.2 to carry out and complete or and/or procure completion of each of the Obligations in accordance with the terms (including timing provisions) of the Section 106 Agreement

3.

3.1 In consideration of the Section 106 Agreement the Chargor with full title guarantee hereby charges each part of the Property described in Schedule 1 hereto ("the Property") by way of first legal mortgage as continuing security for payment of each of the Contributions and performance of each of the Obligations together with the rights listed in Part 1 of Schedule 2 hereto and subject to the rights reserved and listed in Part 2 of Schedule 2 hereto but subject in both instances to the provisions of Part 3 of Schedule 2 hereto

3.2 As a continuing security for payment of each of the Contributions and performance of each of the Obligations the Chargor with full title guarantee assigns to the Chargee

all its rights in any policies of insurance relating to any buildings constructed or to be constructed on the Property pursuant to planning permission reference [ ] ("the Planning Permission") including the proceeds of any claims under such policies **PROVIDED THAT** nothing in this Clause 3.2 shall constitute the Chargee as mortgagee in possession

4.

4.1 The Chargor covenants with the Chargee that relative to the Property or that part thereof the subject of this Legal Charge from time to time: -

4.1.1 without prejudice to the provisions of Clause 7 hereof not without the Chargee's prior permission in writing to carry out any development within the meaning of the Town & Country Planning Act 1990 thereon save (where the same has the benefit of planning permission) for highways footpaths cycleways land drainage surface and foul water sewers service media statutory undertakers plant and equipment landscaping fencing screen walling bunding earthworks and security/trespass trenching or mounding and matters and things sui generis

4.1.2 not to contravene any of the provisions of the Town & Country Planning Act 1990 or other legislation

4.1.3 not to sell convey transfer lease assign part with possession or agree to do any of those things in relation to the whole or any part of the Property save for transfers and/or leases in favour of Service Authorities (as defined in Schedule 2)

4.1.4 not to permit any person persons or company to be registered as proprietors of the Property under the Land Registration Acts other than the Chargor [or the Chargee] or a Service Authority if applicable for the purposes of Clause 8.1

4.2 The Chargor shall effect and maintain in force insurance in respect of (a) any buildings constructed on the Property pursuant to the Planning Permission and (b) all third party liabilities arising in respect of the Property (being vacant land) to the reasonable satisfaction of the Chargee and the Chargor will comply with all obligations contained in any policy for such insurance and duly and punctually pay all premiums and other monies necessary for effecting and keeping up such insurance immediately on the same becoming due and will on demand produce to the Chargee the policy or policies of such insurance and the receipt for every such payment and will procure that all monies received under such insurance shall be applied in making good the loss or damage in respect of which such monies shall be paid

4.3 Where the Property includes (i) any buildings which are not to be demolished; or (ii) which are constructed pursuant to the Planning Permission

the Chargor shall forthwith put and thereafter at all times keep or procure the keeping of the Property in good and substantial repair

4.4 If default shall at any time be made by the Chargor in forthwith putting and thereafter at all times keeping the Property or any part thereof in good and substantial repair or in effecting or keeping up such insurances as aforesaid or in producing any policy or receipt to the Chargee on demand the Chargee may (but shall not be bound to) repair and keep the same in repair and with power to enter upon the Property for that purpose or may (but shall not be bound to) insure and keep the same insured in any sum and all monies expended by the Chargee under this power shall be deemed to be properly paid by it and shall be repayable by the Chargor to the Chargee on demand

4.5 That the Chargor will at all times during the continuance of this security observe and perform all agreements covenants and conditions affecting the Property and enforceable against the Chargor and will duly and punctually pay all rates taxes rents outgoings and charges payable in respect of the Property and if the same shall be paid by the Chargee or by any Receiver the Chargor shall repay the same on demand

4.6 The Chargor shall not do or cause or permit to be done anything which in any way depreciates jeopardises or otherwise prejudices the value to the Chargee of the Property now or for the time being comprised in this security or any part thereof nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property or any part thereof it being acknowledged that the construction/layout of the matters referred to in Clause 4.1 above and arrangements pursuant to Clause 8.1 hereof shall not of themselves constitute a breach of this sub-clause

4.7 The Chargor shall deposit with the Chargee and permit the Chargee during the continuance of this security to hold and retain all deeds and documents of title relating to the freehold interest in the Property now or for the time being comprised in this security or any part thereof **PROVIDED ALWAYS THAT** the Chargor shall not (save in the case of default) be entitled to any of the Agreements envisaged by the provisions of Clause 8.1 hereto it being acknowledged the same shall be made available for inspection and copying if required

4.8 If the Chargor fails to pay the Contributions or any part or parts thereof in accordance with the provisions of the Section 106 Agreement the Chargor shall pay interest on the Contributions (or the relevant part thereof) calculated in accordance with the

Section 106 Agreement **PROVIDED THAT** the Chargor shall not be required to pay interest both under this Legal Charge and also the same under the Section 106 Agreement

4.9 The Chargor shall during the lifetime of this Charge if reasonably required in writing by the Chargee but not more than twice in any year (**PROVIDED THAT** The Chargee pays for the second such valuation) carry out valuations of the serviced value of the Property on the same basis as agreed with the Chargee for the purposes of this Legal Charge and clause 27.1 of the Section 106 Agreement and supply in writing the results of such valuations to the Chargee and the Chargor shall at the same time supply the Chargee with details of the prices realised in respect of sales of any portion of the Site as defined within the Section 106 Agreement which may have taken place during the period preceding the date of the valuation

4.10 If at any time the serviced value of the Property shall fall below the aggregate of the then outstanding Contributions and Obligations the Chargee may by notice in writing require the Chargor to supply additional security to the extent that the serviced value of the Property shall fall below the aggregate of the then outstanding Contributions and Obligations ("the Additional Security")

4.11 The Chargor shall provide the Additional Security within one (1) month of the receipt of the written notice referred to in Clause 4.10 above

4.12 The Additional Security may take the form of: -

4.12.1 an addition to the Property subject to this Charge from the Site as defined within the Section 106 Agreement (or the creation of a fresh first legal charge over an equivalent part of the Site; or

4.12.2 a Bank Bond; or

4.12.3 cash

4.13 In the event that the Chargor and the Chargee are not able to agree the serviced value of the Property on/or within four (4) weeks of the dates referred to in Clause 4.11 above either party may refer the matter to an Expert for determination in accordance with the procedure set out in Clause [9.1]

4.14 The Chargee hereby covenants to keep all information received pursuant to Clause [4.12] hereof confidential (acknowledging that the Chargor may suffer loss if the same is released to any third party) and hereby covenants to use such information for the purposes of this deed only save in so far as the Chargee may be required to reveal such information by virtue of any of its statutory obligations

5.

5.1 The Chargee shall at any time after: -

5.1.1 all or any part of the Contributions shall not have been paid when the same have become due or

5.1.2 the Chargor shall have failed to comply with an Obligation where the Chargee shall have first served written notice on the Chargor setting out the Obligation which is required to be complied with and giving the Chargor reasonable time to comply with the same

have the statutory power of sale and other powers conferred by the Law of Property Act 1925 ("the Act") and in particular without prejudice to the generality of the foregoing

5.2 For the purposes of this Legal Charge: -

5.2.1 Section 103 of the Act shall not apply to this Legal Charge

5.2.2 each of the Contributions or any part or parts thereof shall be due and payable when they are expressed to be due and payable pursuant to the provisions of the Section 106 Agreement

5.2.3 each of the Contributions shall be deemed to become due as soon as the requirement for payment of the same has arisen

5.2.4 each of the Obligations shall be carried out [and completed] when they are expressed to be carried out [and completed] pursuant to the provisions of the Section 106 Agreement

5.2.5 each part of the Obligations shall be deemed to become due as soon as the relevant timing trigger for the same has arisen

and the power of sale and other powers conferred on chargees by the Act shall thereupon arise and forthwith become exercisable by the Chargee without the restrictions contained in Section 103 of the Act as to giving notice or otherwise and a statement in writing by the Chargee that (i) the Contributions and interest thereon have become due and payable and (ii) a relevant Obligation is overdue in terms of a trigger event shall in favour of any purchaser or other person dealing with the Chargee be conclusive evidence for all purposes of the stated fact

5.3 *The Chargee's powers of enforcement under this Deed shall not be exercised in relation to a specific Obligation or Contribution where the Chargee has formally and in writing specifically waived superseded postponed or otherwise granted a defined extent of (or an unlimited) indulgence in respect of compliance with any obligation to pay a specific Contribution or carry out a specific Obligation pursuant to the Section 106 Agreement*

5.4 After the security constituted by this legal mortgage has become enforceable the Chargee may in its absolute discretion enforce all or any part of that security at the times in the manner and on the terms it thinks fit and take possession of and hold or

dispose of all or any part of the Property

6.

6.1 The Chargor represents and warrants to the Chargee in the terms set out in Schedule 3

7.

7.1 At any time after (i) all or any part of the Contributions shall have become due for payment and shall have been demanded by the Chargee and/or (ii) the performance of any of the Obligations are overdue and the power of sale conferred by the Act shall have become exercisable the Chargee may by writing under the hand of any official of the Chargee appoint any person or persons to be a Receiver of the Property now or for the time being comprised in this security or any part thereof and may similarly remove any Receiver and appoint another in his stead

7.2 Any Receiver so appointed under Clause 7.1 above shall be the agent of the Chargor who shall be solely responsible for his acts or defaults and for his remuneration and any Receiver so appointed shall have power on behalf and at the cost of the Chargor (notwithstanding the death insolvency or insanity of the Chargor) to do or omit to do anything which the Chargee could do or omit to do in relation to the Property or any part thereof and in particular (without prejudice to the generality of the foregoing) any such Receiver shall in addition to the powers conferred on him by the Act and the Insolvency Act 1986 have the powers set out in Schedule [4]

7.3 All Monies received by any Receiver shall be applied by him in the following order: -

7.3.1 in payment of the costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and all outgoings paid by him

7.3.2 in payment of remuneration to the Receiver at such rates as may be agreed between him and the Chargor at or at any time after his appointment

7.3.3 in or towards satisfaction of the Contributions and/or Obligations

7.3.4 the surplus (if any) shall be paid to the Chargor or other person entitled to it

7.4 Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any part of the Property nor shall any of them be liable for any loss on realisation of or for any neglect or default of any nature in connection with all or any of the Property for which a mortgagee in possession might be liable as such

7.5 If the Chargee or any Receiver enters into or takes possession of the Property it or he may at any time relinquish possession

7.6 Neither the Chargee nor any Receiver shall be bound (whether by virtue of section 109 (8) of the LPA which is varied accordingly or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Contributions and/or Obligations

8.

8.1 The Chargee hereby agrees and covenants with the Chargor that the Chargee:-

8.1.1 (subject to the indemnity of the Chargor (hereby given) in respect of any and all costs or obligations arising) will join in and execute any statutory agreement required to be entered into to secure adoption of roadways and sewers such as but not by way of limitation any agreement under Section 38 of the Highways Act 1980 or Section 104 of the Water Industry Act 1991 or (subject to a like indemnity) any similar agreement with any Service Authority (as defined in Schedule 2) whether a statutory undertaking or otherwise in respect of Services (as defined Schedule 2) and Service Media (as defined Schedule 2) reasonably required by the Chargor in respect of the Property together with associated leases transfers deeds or grant and the like as may reasonably be required by such Service Authority in respect thereof **PROVIDED ALWAYS THAT** the Chargee shall not be required to act or refrain from acting in any way which could amount to a fetter upon the exercise by the Chargee of any of its statutory powers or duties in its capacity as a district council as against its capacity as landowner

8.1.2 will not as Chargee object to the Chargor's proposals for the development of the remainder of the land the subject of the Section 106 Agreement but for the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Chargee's rights powers duties and obligations in the exercise of its functions as local authority and the rights powers duties and obligations of the Chargee under all public and private statues bye laws orders and regulations as may be fully and effectively exercised in relation to the Property

9.

9.1 The Chargor may with the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed) substitute a first legal charge in a form reasonably acceptable to the Chargee as a means of securing payment of the Contributions and/or performance of the Obligations over alternative suitable freehold residential building land in Cambridgeshire for this legal charge or in substitution of part of the security provided by this Legal Charge

9.1.1 If the Chargor wishes to substitute such alternative freehold property it shall deduce good and marketable title to the same to the Chargee and shall indemnify the Chargee against all legal and surveyors fees incurred by the Chargee in considering and evaluating the proposed substitution

9.1.2 The Chargee shall be deemed to be unreasonably withholding consent to a proposed substitution if the proposed alternative security has a likely realisable value in excess of 110% of the then outstanding balance of the Contributions and the costs of completing all of the then outstanding Obligations. If the Chargor and the Chargee cannot agree the said likely realisable value within four (4) weeks of the service of the notice by the Chargor requesting acceptance of the alternative security either party may refer the matter to an expert for determination

9.1.3 The expert shall be a valuer experienced in the valuing of residential building land of a similar size and type as the Property chosen by the parties and in the absence of agreement such expert shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors

9.1.4 The parties should be at liberty to provide written evidence for the expert within three (3) weeks of appointment

9.1.5 The expert shall consider the same but may use his own judgement and may seek evidence from elsewhere

9.1.6 The expert shall act as an expert and not as a arbitrator

9.1.7 The expert shall be directed to reach his decision within five (5) weeks of appointment

9.1.8 All costs of or associated with the appointment shall be in the award of the expert or if he makes no such award all such costs shall be borne by the Chargor

9.1.9 The decision of the expert shall be binding on the parties save in the case of manifest error

9.2 The Chargor may with the written consent of the Chargee (such consent not to be unreasonably withheld or delayed) substitute a bond substantially in the form annexed hereto at Appendix 1 ("Bond") or as varied by the parties and the bondsman acting reasonably for this Legal Charge or in substitution of part of the security provided by this Legal Charge

9.2.1 The Chargee confirms that it will accept such a Bond drawn on the following by way of alternative security:-

HSBC Bank plc

Lloyds Bank plc

National Westminster Bank plc

Barclays Bank plc

HCC International Insurance Company plc

9.2.2 The Chargee shall be deemed to be unreasonably withholding consent to the proposed substitution of a Bond if the Bond is for a sum in excess of 110% of the balance then outstanding of the Contributions and the costs of completing all of the then outstanding Obligations

9.3 The Chargor may deposit with the Chargee a cash sum equal to 100% of the whole of the balance then outstanding of the Contributions and/or the costs of completing all of the then outstanding Obligations as an alternative to placing a Bond if it shall choose to do so and the Chargee shall hold such cash sum in an interest-bearing account and shall account to the Chargor for the cash sum and the interest accruing thereon except and insofar as it is necessary to draw upon such account to satisfy any breach of the obligation to make the payments of the Contributions or carry out and complete the Obligations

9.4 The Chargee confirms that after the placing of alternative security as aforesaid it will at the request and cost of the Chargor with due expedition release the Property from this Charge unless there is any dispute which has been referred to an expert pursuant to Clause 9.1 above in which case any release shall then be subject to the result of the determination by the expert

10.

10.1 The Chargor may at any time apply to the Chargee for a release of part or parts of the Property from the provisions of this Charge and the Chargee shall at the request and cost of the Chargor release the relevant part or parts of the Property if the value of the parts of the Property that are to remain subject to this Charge equal 110% of the then outstanding balance of the Contributions and the cost of completing all of the then outstanding Obligations and if the parties hereto cannot agree the value of the said parts the provisions of Clauses 9.1.3 to 9.1.9 shall apply mutatis mutandis and rights shall be granted out of the relevant part and excepted and reserved out of the part remaining in charge in similar form to those set out in Schedule 2 hereto

11.

11.1 The Chargor hereby applies to the Chief Land Registrar for the registration against the registered title of the Property of the following restriction: -

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of

the charge dated [ ] in favour of [ ] referred to in the charges register or their conveyancer or without a certificate signed by the a conveyancer that the provisions of Clause 8.1 of the charge dated [ ] in favour of [ ] referred to in the charges register have been complied with or that they do not apply to the disposition "

12.

12.1 The Chargor hereby applies to the Chief Land Registrar for the registration of the charge created by this Legal Charge and of the noting of the fact that rights have been granted and reserved by Schedule 2 hereto

13.

13.1 This security shall be a continuing security notwithstanding the death insolvency or incapacity of the Chargor or any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee lien pledge bill note mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Chargee and shall not be in any way prejudiced of affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with exchanging waiving releasing varying or abstaining from perfecting or enforcing any of the same of any rights (whether by virtue of this Charge or otherwise) which it may now or hereafter has against the Chargor or by giving time for payment or indulgence or compounding with any person liable

13.2 No failure or delay by the Chargee in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise of any other right or remedy

13.3 Each of the provisions of this Legal Charge is severable and distinct from the other and if at any time one or more of such provisions is or become invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affecting or impaired thereof

13.4 A demand or notice hereunder made or given by the Chargee shall be in writing signed by an official or solicitor of the Chargee and may be served on the Chargor personally or by leaving it at its place of abode or business last known to the Chargee or by post addressed to him at such place and if so addressed and posted shall be effective notwithstanding that if it be undelivered and notwithstanding the death or insolvency of the Chargor

13.5 Where there is more than one Chargor party to this Legal Charge the covenants

hereby given by the Chargor shall be construed as joint and several covenants by the persons included in the expression "the Chargor"

13.6 The Chargee may enter the Property for any of the purposes set out in this Legal Charge without becoming liable as mortgagee in possession

13.7 The Chargor hereby agrees to indemnify and hold harmless the Receiver from and against all actions claims expenses demands and liabilities whether arising out of contract or in tort or in any other way incurred or which may at any time be incurred by the Receiver or by any manager agent officer servant workman or professional adviser for whose debt default or miscarriage may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of this Legal Charge in the absence of gross negligence or wilful mis-conduct

13.8 The Chargor hereby agrees to indemnify and hold harmless the Chargee from and against all actions claims expenses demands and liabilities arising under the provisions of this Legal Charge in the absence of gross negligence or wilful mis-conduct

14. PROTECTION OF THIRD PARTIES

14.1 Protection of third parties

No purchaser mortgagee or other person dealing with the Chargee or any Receiver shall be concerned: -

14.1.1 to enquire whether any of the Contributions have become due or payable or remain unpaid or the Obligations undischarged or whether the power the Chargee or a Receiver is purporting to exercise has become exercisable or

14.1.2 to see to the application of any money paid to the Chargee or any Receiver

14.2 Conclusive discharge to purchasers

The receipt by the Chargee or any Receiver shall be a conclusive discharge to a purchaser and in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers the Chargee and the Receiver may do so for such consideration in such manner and on such terms as it or he thinks fit (acting reasonably)

COSTS AND INDEMNITY

14.3 Costs

The Chargor shall pay to or reimburse the Chargee and any Receiver on demand on a full indemnity basis all costs reasonably incurred by the Chargee any Receiver in relation to: -

14.3.1 this legal mortgage or the Property

14.3.2 taking holding protecting perfecting preserving or enforcing (or attempting to do so) any of the Chargee's or Receiver's rights under this legal mortgage and

14.3.3 suing for recovery any of the contributions or monies spent to secure performance of the Obligations

(including without limitation the reasonable costs of any proceedings in relation to this legal mortgage) together with interest from day to day until full discharge (whether before or after judgment liquidation winding-up or administration of the Mortgagor) at 4% per annum above the Base Rate of the Bank of England. In the case of any costs such interest shall accrue and be payable as from the date on which the relevant costs arose without the need for any demand for payment being made

15. POWER OF ATTORNEY

15.1 Appointment of attorneys

By way of security, the Chargor irrevocably appointed the Chargee and every Receiver separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which: -

15.1.1 the Chargor is required to execute and do under this legal mortgage; and

15.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal mortgage or by law on the Chargee or, any Receiver

15.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause 15.1

16. FURTHER PROVISIONS

16.1 Independent security

This legal mortgage shall be in addition to and independent of every other security or guarantee which the Chargee may hold for any of the Contributions and/or Obligations at any time No prior security held by the Chargee over the whole or any part of the Property shall merge in the security created by this legal mortgage

16.2 Continuing security

This legal mortgage shall remain in full force and effect as a continuing security for payment of the Contributions and performance of the Obligations despite any

settlement of account or intermediate payment or other matter or thing unless and until the Chargee discharges this legal mortgage in writing

16.3 Rights cumulative

The rights and powers of the Chargee conferred by this legal mortgage are cumulative and may be exercised as often as the Chargee considers appropriate and are in addition to its rights and powers under the general law

16.4 Waivers

Any waiver or variation of any right by the Chargee (whether arising under this legal mortgage or under the general law) shall only be effective if it is in writing and signed by the Chargee and applies only in the circumstances for which it was given and shall not prevent the Chargee from subsequently relying on the relevant provision

16.5 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Chargee shall in any way preclude the Chargee from exercising any right or power under this legal mortgage or constitute a suspension or variation of any such right or power

16.6 Delay and single or partial exercise

No delay or failure to exercise any right or power under this legal mortgage shall operate as a waiver and no single or partial exercise of any right under this legal mortgage shall prevent any other or further exercise of that or any other right

16.7 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA shall not apply to this legal mortgage

16.8 Partial invalidity

The invalidity unenforceability or illegality of any provision (or part of a provision) of this legal mortgage under the laws of any jurisdiction shall not affect the validity enforceability 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

IN WITNESS whereof the parties have executed this Legal Charge as a deed the day and year first written above

SCHEDULE 1

The Property

ALL THAT freehold land at [ ] forming part of Title Number [ ] together with the rights specified in Part 1 of Schedule 2 hereto but excepting and reserving the rights set out in Part 2 of Schedule 2 hereto (the exceptions and reservations being for the benefit of the remainder of the land comprised in title number[s] [ ] but subject in both instances to the provisions of Part 3 of Schedule 2 hereto

SCHEDULE 2

In this Schedule and where used in the main body of this Legal Charge the following expressions shall have the meanings give to them below: -

WORDS & EXPRESSIONS	MEANINGS
"The Retained Land"	the land in the title number[s] [ ] insofar as the same remains in the Chargor's ownership other than the Property
"the Service Authorities"	all authorities companies corporations bodies and undertakings (whether statutory or otherwise) responsible for any Service Media and/or the Services (as hereinafter defined)
"the Services"	the supply of water electricity gas radio television telephone and other audio visual and data signals and the disposal of foul and surface water
"the Service Media"	the sewers channels drains pipes watercourses mains wires cables pillars turrets aerials amplifiers receivers poles soakaways and any other apparatus for the transmission of the Services

Part 1: Rights Granted

1. The right to use and connect into any Service Media lying in over or under the Retained Land including the free and uninterrupted right to transmit Services through such Service Media and the right to go on to the Retained Land for the purposes of laying repairing maintaining renewing inspecting constructing and making connections into such Service Media
2. The right to go on to the Retained Land for the purposes of constructing repairing maintaining altering rebuilding or inspecting any buildings erected on the Property and to inspect maintain repair and renew any of the Service Media belonging to or serving the same

3. The right of support and protection for walls and buildings and Service Media built or to be built on the Property by and from the adjoining parts of the Retained Land and any buildings now built or to be built on it
4. The right at all times and for all reasonable purposes to pass over and along the roads and footpaths which shall be constructed on the Retained Land with all easements rights and privileges necessary for connecting the Property and each and every part of it with the same
5. All easements rights and privileges reasonably necessary in order to facilitate the development and enjoyment of the Property

Part 2: Rights Reserved

1. The right to use and connect into any Service Media lying in over or under the Property including the free and uninterrupted right to transmit Services through such Service Media and the right to go on to the Property for the purposes of repairing maintaining renewing inspecting constructing and making connections into such Service Media
2. The right to go on to the Property for the purposes of constructing repairing maintaining altering rebuilding or inspecting any buildings erected on the Retained Land and to inspect maintain repair and renew any of the Service Media belonging to or serving the same
3. The right of support and protection for walls and buildings and Service Media built or to be built on the Retained Land by and from the adjoining parts of the Property and any buildings now built or to be built on it
4. The right at all times and for all reasonable purposes to pass over and along the roads and footpaths which shall be constructed on the Property with all easements rights and privileges necessary for connecting the Retained Land and each and every part of it with the same
5. All easements rights and privileges reasonably necessary in order to facilitate the development and enjoyment of the Retained Land as residential land

Part 3: General Provisions

The following provisions shall apply to the rights granted and reserved above: -

1. The rights of entry in Parts 1 and 2 of this Schedule are exercisable by the relevant party or persons acting on its behalf with workmen materials tools vehicles plant and other machinery

2. The person exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable
3. Nothing in this Legal Charge shall affect or abridge the effect or operation of Section 162(1)(d) of the Law of Property Act 1925
4. None of the rights granted or reserved shall apply to or be exercised over any land transferred to or vested in any of the Service Authorities or covered by a building

SCHEDULE 3

Representations and Warranties

1. **Ownership of Property**

   The Chargor is the legal and beneficial owner of the Property

2. **No Encumbrances**

   The Property is free from Encumbrances other than the encumbrances created by this legal mortgage

3. **Adverse claims**

   So far as the Chargor is aware the Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it

4. **Adverse covenants**

   So far as the Chargor is aware there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property

5. **No breach of laws**

   So far as the Chargor is aware there is no breach of any law or regulation which materially adversely affects the Property

6. **No interference in enjoyment**

   So far as the Chargor is aware no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use

7. **No overriding interests**

   So far as the Chargor is aware nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property

8. **Avoidance of security**

   So far as the Chargor is aware no Encumbrances expressed to be created under this legal mortgage is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise

9. **No prohibitions or breaches**

There is no prohibition on the Chargor assigning its rights in any of the Property (referred to in Clause 3.2) and the entry into of this legal mortgage by the Chargor does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Chargor or its assets

10. **Environmental compliance**

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences

SCHEDULE 4
(Powers of a Receiver)

1. **Power to repair and develop the Property**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same

2. **Power to grant or accept surrenders of leases**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit

3. **Power to employ personnel and advisers**

A Receiver may, for the purposes of this Schedule, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor

4. **Power to make and revoke VAT options to tax**

A Receiver may exercise or revoke any VAT option to tax as he thinks fit

5. **Power to charge for remuneration**

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Chargee may prescribe or agree with him

6. **Power to realise Property**

A Receiver may collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights

7. **Power to manage or reconstruct the Chargor's business**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor carried out at the Property

8. **Power to dispose of Property**

A Receiver may grant options and licences over all or any part of the Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Property to be disposed of by him

9. **Power to sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor

10. **Power to give valid receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Property

11. **Power to make settlements**

A Receiver may in relation to the Property make any arrangement, settlement or compromise between the Chargor and any other person as he thinks fit

12. **Power to bring proceedings**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit

13. **Power to insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 13.7 effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this legal charge

14. **Powers under LPA**

A Receiver may exercise all powers provided for in the LPA in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986

15. **Power to borrow**

A Receiver may, for any of the purposes authorised by this Schedule 6, raise money by borrowing from the Chargee (or from any other person) on the security of all or any of the Property in respect of which he is appointed on such terms as he thinks fit (including, if the Chargee consents, terms under which such security ranks in priority to this legal charge)

16. **Power to redeem prior encumbrances**

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver

17. **Power of absolute owner**

A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Property or any part of it

18. **Incidental powers**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 4, or which he lawfully may or can do as agent for the Chargor

APPENDIX 1

Form of Bond

Form of Bond to be set out will be the form of Bond agreed with the County Council

EXECUTED as a **DEED** by

acting by its duly authorised officers

_____

Director

_____

Director/Secretary

SIGNED as a **DEED** by
[ ]

_____

In the presence of: -

_____

Signature of Witness

_____

Name (in block capitals)

Address

Depot

PCs

Longstanton

Car Park

Car Park

Car Park

Longstanton
Park and Ride

Cambridgeshire Guided Busway

Drain

Drain

FB

Drain

Pond

Drain

Track

FB

FB

Drain

Pond

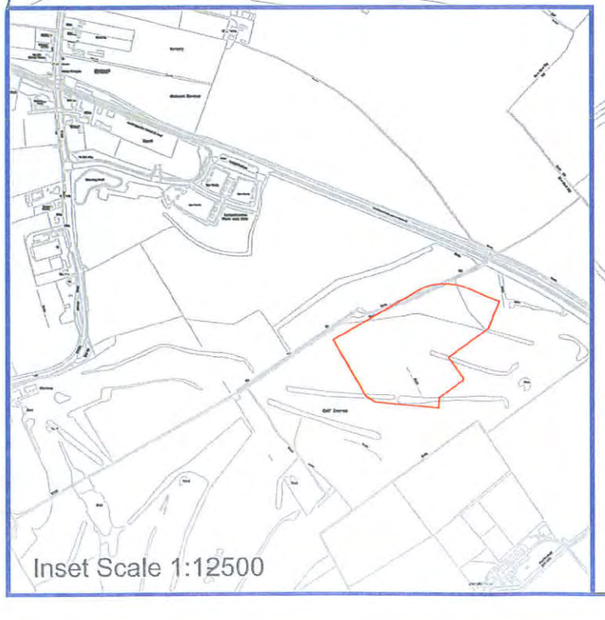
Golf Course

Track

Drain

Drain

DRAFT



Inset Scale 1:12500

N

REV	DATE	DESCRIPTION

TITLE

Northstowe Phase 1

Legal Charge Plan

SCALE:- 1:2500@A3	DATE:- 15.01.2014	DRAWN:- KB
DRAWING No:- 8451-123		REVISION:-

GALLAGHER
LONGSTANTON

Gallagher House, Gallagher Way,
Gallagher Business Park, Warwick CV34 6AF
Tel: 01926 339339 Fax: 01926 339222.
E-Mail: mail@gallagheruk.com

APPENDIX 7 - INTERIM PRIMARY SCHOOL FACILITY SPECIFICATION

APPENDIX 7 – INTERIM PRIMARY SCHOOL FACILITY SPECIFICATION

"means

1. A level site with appropriate fencing and gate.

2. Permanent or demountable building required to serve any primary school aged pupils arising from the Development where such demand arises in advance of the Primary School Building being open to pupils

3. in accordance with DFE Building Bulletins 99 which shall also provide appropriate staff accommodation, dining facility, storage and toilet facilities. An external area of tarmac/ playground to include parking and approximately 2.6 sq.m. per pupil of outdoor play space

4. Services and utilities to serve the building – potable water, telecoms, electricity, foul and surface water drainage.

PROVIDED THAT the total amount due by the Owners whether by way of monetary contribution or by way of Works in Kind in providing the Interim Primary School Facility as agreed between the Owners and the County Council shall not exceed £300,000;"

APPENDIX 8 – BUILDING LICENCE

DATED **20[ ]**

[ ] (1)

[ ] (2)

Works Licence Relating to Phase 1, Northstowe, Cambridgeshire

Shakespeares Legal LLP
Homer House
8 Homer Road
Solihull
West Midlands
B91 3QQ
(Ref: RBG/RO)

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THE PLAN 5

THIS AGREEMENT is made the day of 20[ ]

BETWEEN:

(1) [ ] (Company Registration Number [ ]) whose registered office is situate at [ ] ("the Owner")

(2) [ ] (Company Registration Number [ ]) whose registered office is situate at [ ] ("the Licensee")

IT IS AGREED as follows: -

1. DEFINITIONS

1.1. In this Agreement the following words and expressions have the following meanings unless inconsistent with the context: -

WORDS & EXPRESSIONS	MEANINGS
"the Licence Fee"	means a peppercorn
"the Licence Period"	means the period of [ ] ([ ]) months from the date hereof or until the date on which the Licensee's rights under Clause 2 are determined in accordance with Clause 4.1
"the Premises"	means the land shown for the purpose of identification only edged red on the plan annexed hereto at Appendix 1
"VAT"	means Value Added Tax or any other tax of a similar nature

1.2. The clause and subclause headings do not form part of this agreement and must not be taken into account in its construction or interpretation

1.3. Any reference in this agreement to a clause or subclause without further designation is to be construed as a reference to the clause or subclause of this agreement so numbered

2. THE LICENCE

Subject to Clauses 3 and 4, the Owner gives the Licensee the right, for the Licence Period, to use the Premises as a [ ] and the placing thereon of contractors, plant and equipment and uses ancillary thereto

3. LICENSEE'S UNDERTAKINGS

The Licensee agrees and undertakes as set out in this Clause 3

3.1 Licence fee and outgoings

The Licensee must pay the Licence Fee, together with any VAT, to the Owner in advance on the date of this agreement, and must pay on demand a fair and reasonable proportion, apportioned in respect of the Licence Period, of all rates and other outgoings of a periodically recurring nature incurred in respect of the Premises, together with any VAT

3.2 Consents for chattels

The Licensee must not bring any equipment, goods or chattels onto the Premises without the consent of the Owner, except as is necessary for the exercise of the rights given in Clause 2

3.3 Condition of property

The Licensee must keep the Premises clean and tidy and clear of rubbish and leave them in a clean and tidy condition and free of the Licensee's equipment, goods and chattels at the end of the Licence Period

3.4 Signs and notices

The Licensee must not display any signs or notices at the Premises without the prior written consent of the Owner other than those that are statutorily required in connection with the use of the Premises

3.5 Nuisance

The Licensee must not use the Premises in such a way as to cause any nuisance damage, disturbance, annoyance, inconvenience or interference to the owners, occupiers or users of any adjoining or neighbouring property **PROVIDED THAT** the Owner acknowledges that the use of the Premises as described in Clause 2 shall not be a breach of this Clause 3.5

3.6 Indemnity

The Licensee shall indemnify the Owner, and keep the Owner indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence, any breach of any of the Licensee's undertakings contained in this clause, or the exercise or purported exercise of any of the rights given in Clause 2

4. GENERAL

4.1 Determination

The rights granted in Clause 2 are to determine – without prejudice to the Owner's rights in respect of any breach of the undertakings contained in Clause 3 on not less than fourteen (14) days notice given by the Owner (but not before one (1) months prior to end of the Licence Period or the Licensee to the other party

4.2 Assignment prohibited

The benefit of this licence is personal to the Licensee and is not assignable, and the rights given in Clause 2 may only be exercised by the Licensee and his employees and also such contractor(s) and sub-contractor(s) nominated in writing by the Licensee and approved by the Owner such approval (if not already given) shall not be unreasonably withheld or delayed by the Owner and approval shall be deemed to be granted if the Owner has not responded within [twenty] ([20]) working days after the date of delivery to the Owner by courier (and which is to be signed for) or Royal Mail Signed for first class post of the Licensee's written nomination and any reference to nominated/approved contractor(s) and sub-contractors shall include their employees

4.3 Warranty Excluded

The Owner gives no warranty that the Premises are legally or physically fit for the purposes specified in Clause 2

4.4 Liability excluded

The Owner is not to be liable for the death of, or injury to the Licensee or his employees or for damage to any property of theirs, or for any losses, claims demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by Clause 2

4.5 Notices

All notices given by either party pursuant to the provisions of this agreement must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day, to the other party at his registered office or last known address

5. NO EXCLUSIVE POSSESSION BY THE LICENSEE

For the avoidance of doubt it is hereby acknowledged by the Licensee that at no time throughout the duration of this License will it enjoy the right to exclusive possession

of the Premises as against the Owner save that the Owner shall not take any action which shall or is likely to interfere with the use permitted by this Licence

IN WITNESS whereof the parties have executed this document as a deed the day and year first written above

APPENDIX 1

The Plan

EXECUTED as a **DEED** by

acting by its duly authorised officers

_____

Director

_____

Director/Secretary

SIGNED as a **DEED** by
[ ]

_____

In the presence of: -

_____

Signature of Witness

_____

Name (in block capitals)

Address