

30 TRIPLICATE

DATED 8th JUNE 2023.

GREAT LAKES UK LIMITED

- and -

HCC INTERNATIONAL INSURANCE COMPANY PLC

-and-

THE OXFORDSHIRE COUNTY COUNCIL

(WORKS) BOND

relating to land at Bicester Hotel Golf & Spa,
Chesterton, Bicester, Oxfordshire OX26 1TE

NO/57273_A

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS BOND dated the 8th day of JUNE 20[]23

MADE BETWEEN

- (1) **GREAT LAKES UK LIMITED** (company no.11722403) whose registered office is at Suite 1 3rd Floor 11-12 ~~St James's Square~~ London ~~SW1Y 4LB~~ ("the Developer") *7th SO Broadway SW1H 0BL*
- (2) **HCC INTERNATIONAL INSURANCE COMPANY PLC** (Company number 01575839) whose registered office is at 1 Aldgate, London, EC3N 1RE ("the Surety")
- (3) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1 1ND ("the Council")

Preliminary and Definitions


1. By an Agreement ("the Agreement") of 6th March 2023 between the Developer and the Council and others the Developer is under obligation to execute and complete in accordance with the terms and conditions of the Agreement certain works in connection with development of land at Bicester Hotel Golf & Spa, Chesterton, Bicester, Oxfordshire OX26 1TE ("the Works")
2. "The Bond Sum" means the sum of One million four hundred and forty thousand pounds (£1,440,000.00)

NOW THIS DEED WITNESETH as follows:-

1. The Developer and the Surety are jointly and severally bound to the Council for the Bond Sum
2. If the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the Agreement on its part to be performed and observed according to the true purport intent and meaning thereof or if on default by the Developer the Surety shall satisfy and discharge the established

and ascertained damages sustained by the Council up to the amount of the Bond Sum then this Bond shall be null and void **BUT OTHERWISE** this Bond shall be and remain in full force and effect

3. Any claim hereunder shall be accompanied by a statement signed by the Solicitor to the Council that the amount claimed represents the amount payable and such statement shall be conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the Council. Without prejudice to the generality of the foregoing none of the following shall be required:-
 - 3.1 the Council being obliged to make any enquiry of the Developer or the Surety
 - 3.2 the need to take any legal action against the Developer
 - 3.3 any proof of default or liability on the part of the Developer
4. The Surety shall within 14 days after service of any claim pay the Council the sum specified in such claim and shall not be entitled to delay or withhold payment for any reason notwithstanding any objection by the Developer or any other party provided always that the maximum aggregate liability of the Surety does not exceed the Bond Sum
5. The Council may make as many separate claims under this Bond as it considers appropriate provided that they shall not exceed in aggregate the Bond Sum
6. Without prejudice to the generality of clause 5 the obligations of the Surety under this Bond shall not be affected by any act, omission or matter which might (but for this clause) operate to release or discharge such obligations in whole or in part, including without limitation:

- 
- 6.1 any time or waiver or accommodation or credit granted to the Developer or the Surety or any abstention from enforcing the Council's rights against the Developer or the Surety;
 - 6.2 any variation of or amendment to the Agreement (and references to the Agreement in this Bond shall be references to the Agreement as so varied or amended from time to time) or in the extent or nature of the Works;
 - 6.3 any obligation on the part of the Developer being void;
 - 6.4 the bankruptcy, liquidation or insolvency of the Developer or the presentation of a petition for the making of an administration order in respect of the Developer or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Developer;
 - 6.5 any thing or matter that would or might have discharged or affected any liability if the Surety's obligation under this Bond had been secondary rather than primary
7. This deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act
 8. This Bond shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Bond.
 9. This Bond shall be reduced and as applicable discharged in accordance with the provisions of the Agreement

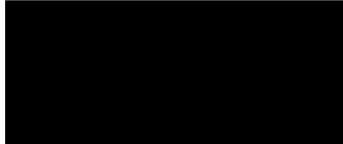
THIS BOND has been executed as a deed and is delivered the day and year first before written

THE COMMON SEAL of)

OXFORDSHIRE COUNTY COUNCIL)

was hereunto affixed in the)

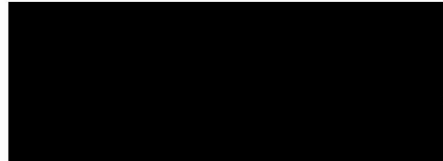
presence of:-



145/23

Director of Law & Governance/Authorised Officer

Executed as a deed by **GREAT LAKES UK LIMITED** acting by **SPIRITED PROJECTS LIMITED** acting under the authority of the company pursuant to a power of attorney dated 18 April 2023 in the presence of:



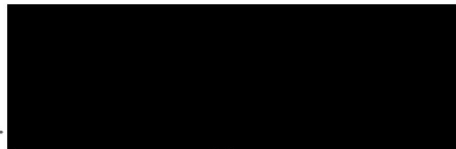
Signature of authorised signatory



(print name)

Witness

Signature:



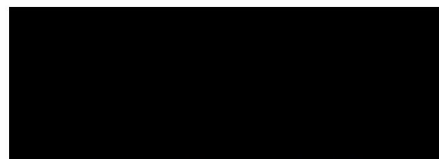
Print name:

EDWARD IRVING

Print address

Stephenson Harwood LLP
1 Finsbury Circus
London
EC2M 7SH

SIGNED as a DEED by
as attorney for and on behalf of HCC
INTERNATIONAL INSURANCE
COMPANY PLC in the presence of:



.....
Attorney

Name (print).....
RYAN GRANT O'NEILL

Witness Signature 

Witness Name
BLOCK CAPS SARAH SINGLETON

Witness address The Grange
REC. Bldg, LET 4.FY

Witness OccupationBond Administrator

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