

**DATED**

*P. S. D. Aquilino*

**2010**

- (1) COUNTRYSIDE PROPERTIES  
(BICESTER) LIMITED
- (2) MEDICAL CENTRE DEVELOPMENTS  
LIMITED
- (3) THE GENERAL PRACTICE FINANCE  
CORPORATION LIMITED
- (4) AVIVA INSURANCE UK LIMITED
- (5) CHERWELL DISTRICT COUNCIL
- (6) THE OXFORDSHIRE COUNTY  
COUNCIL

**DEED OF MODIFICATION OF PLANNING OBLIGATION**

**Under Section 106A of the Town and Country Planning  
Act**

relating to development at  
**WHITELANDS FARM SOUTH WEST BICESTER OXFORDSHIRE**

**Liz Howlett**  
**Head of Legal and Democratic Services**  
**Bodicote House Bodicote**  
**Banbury Oxfordshire**  
**OX15 4AA**

THIS DEED OF MODIFICATION is made the *Thursday* of *April* 2010

**BETWEEN:**

- 1 COUNTRYSIDE PROPERTIES (BICESTER) LIMITED ("the Developer")
- 2 MEDICAL CENTRE DEVELOPMENTS LIMITED ("MCD")
- 3 THE GENERAL PRACTICE FINANCE CORPORATION LIMITED ("the Mortgagee")
- 4 AVIVA INSURANCE UK LIMITED ("the Second Mortgagee")
- 5 CHERWELL DISTRICT COUNCIL ("the District Council")
- 6 THE OXFORDSHIRE COUNTY COUNCIL ("the County Council")

**DEFINITIONS**

**1. IN THIS DEED**

- (a) "The Principal Planning Agreement" means a Planning Obligation by Deed of Agreement dated 27 June 2008 and made between A D Woodley Limited (1) Medical Centre Developments Limited (2) Richard Warren Jones (3) Countryside Properties (Bicester) Limited (4) The General Practice Finance Corporation Limited (5) Cherwell District Council (6) Oxfordshire County Council (7) relating to planning permission 06/00967/OUT.
- (b) "The Second Mortgagee" means Aviva Insurance UK Limited (Scot Company registration number 99122) whose registered office is at 8 Surrey Street Norwich NR1 3NG
- (c) Words and expressions defined in the Principal Planning Agreement shall have the same meaning in this Deed
- (d) Any reference to an enactment includes any statutory modification or re-enactment thereof for the time being in force
- (e) The clause and schedule headings are for ease of reference only and shall not affect the construction or interpretation hereof
- (f) Where the context so requires -
  - (i) the singular includes the plural and vice versa

- (ii) the masculine includes the feminine and vice versa
- (iii) words denoting persons includes bodies corporate associations and partnership and vice versa
- (g) Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons and where more than one party enters into any obligation or liability those parties are jointly and severally liable
- (h) Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction
- (i) "including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly
- (j) If any provision is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is to be unaffected
- (k) References to clauses sub-clauses paragraphs and schedules are references to clauses sub-clauses paragraphs and schedules in this Deed

**PRELIMINARY**

- 2 1 The Developer is the freehold owner of the Land subject to various charges in favour of the Mortgagee and the Second Mortgagee and to the interest of MCD as the owner of an option to purchase but otherwise free from incumbrances
- 2 2 For the purposes of the 1990 Act the District Council is the district planning authority and the County Council is the county planning authority for the area which includes the Land
- 2 3 For the purposes of the Highways Act 1980 the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the County Council is the highway authority and the traffic authority for certain highways in the area

which includes the Land and it also has powers and duties in respect of education and waste disposal and the provision of library facilities museums and social and health care.

2 4 This Deed varies and is supplemental to the Principal Planning Agreement which provides at clause 2 11.1 any obligation may be varied by Deed and need only be executed by the party with the burden of such obligation and the party with the benefit of such obligation.

2 5 This Deed is made under Section 106 and Section 106 (A) of 1990 Act and Section 111, 120 and 139 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act in respect of the Land and enforceable by the County Council and the District Council

2 6 The District Council the County Council and the other parties have agreed that certain provisions of the Principal Planning Agreement should be modified to take account of the economic factors affecting the viability of implementing the Development

#### **EXTENT OF MODIFICATIONS**

3 Except as modified by Clause 4 of this Deed and confirmation of Clause 5 of this Deed the Principal Planning Agreement shall remain in full force and effect and

3.1 For the avoidance of doubt all references in the Principal Planning Agreement to that agreement shall take effect as references to that agreement as modified by this Deed and all references to clauses, schedules and appendices in and to that Deed shall take effect as references to such clauses, schedules and appendices as modified by this Deed

3 2 Clauses 5 (Third Party Rights), 6 (No Waiver), 7, 1, 7.3 to 7 6 inclusive (Notices), 8 (No Fetter), 9 (Value Added Tax) and 10 (Data Protection) from

the Principal Planning Agreement shall apply as if they were incorporated into this Deed in full mutatis mutandis

3.3 For the purposes of this Deed Clause 7.2 (Notices) of the Principal Planning Agreement shall be amended to read as follows:

“7.2 Any notice, demand or any other communication served is to be sent to the following address of the parties or such other address as one party may notify in writing to the others at any time as its address for service

7 2 1 on the District Council at the address set out above marked for the attention of the Head of Development Control and Major Developments or such other person at such address as the District Council may advise from time to time

7 2.2 on the County Council at Speedwell House Speedwell Street Oxford OX1 1NE marked for the attention of the Director for Environment & Economy or such other person at such address as the County Council may advise from time to time

7.2.3 on the Developer marked for the attention of the Company Secretary or such other person as the Developer may advise from time to time at The Drive, Brentwood, Essex CM13 3AT

7 2 4 on the Mortgagee marked for the attention of the Head of Public Private Finance at Third Floor, Sentinel House, 37 Surrey Street, Norwich, Norfolk, NR1 3UY

7.2.5 on the Second Mortgagee marked for the attention of the Head of Public Private Finance at Third Floor, Sentinel House, 37 Surrey Street, Norwich, Norfolk, NR1 3UY

7.2 6 on MCD at 54 Weymouth Street, London W1G 6NU

**MODIFICATION**

4 It is hereby agreed between the District Council, the County Council and the other parties that the Principal Planning Agreement is modified pursuant to s106A of the Town and Country Planning Act 1990 as follows:

4 1 In Clause 1 (Interpretation) of the Principal Planning Agreement

4 1 1 in the definition of "Index Linked" in relation to the Community Centre

Commuted Sum the Balancing Pond Commuted Sum the quarter period from which such contributions shall both be adjusted will be revised respectively from the "last quarter 2006" and "fourth quarter 2006" to "first quarter 2010"

4 1 2 in the definition of "Index Linked" in relation to the Indoor Sports Contribution and Sports Village Contribution the quarter period from which such contributions shall both be adjusted will be revised from the "last quarter 2006" to "first quarter 2010"

4 1 3 in the definition of "Index Linked" in relation to the Community Development Contribution there shall be substituted for the start date of "1 January 2006" for the adding of interest the date "1 January 2010"

4 1 4 in the definition of "Index Linked" in relation to the Sports Village Commuted Sum, the Recycling Contribution, and the overall cap for public art as set out in the definition of Public Art Statement, there shall be substituted for the start date of "1 January 2007" for the adding of interest the date "1 January 2010"

4 1.5 in the definition of "Index Linked" in relation to the Refuse Bin Contribution there shall be substituted for the start date of "1 August 2007" for the adding of interest the date "1 January 2010"

4.1.6 in the definition of "Index Linked" in relation to the Play Area Commuted Sum the Open Space Commuted Sum and the Structural Planning Commuted Sum there shall be substituted for the start date of "1 January 2008" for the adding of interest the date "1 January 2010"

4.1.7 in the definition of "Index Linked" in relation to the Primary Education Contribution, the Secondary Facility Contribution, the Marginal Primary Payments, the Marginal Secondary Payments the quarter period from which such contributions shall be adjusted will be revised from "second quarter 2006" to "first quarter 2010"

4.1.8 in the definition of "Index Linked" in relation to the Infrastructure Contribution the quarter period from which such contributions shall be adjusted will be revised from "fourth quarter 2006" to "first quarter 2010"

4.1.9 in the definition of "Index Linked" in relation to the Rail Contribution, Bus Failure Initial Payment(s), Bus Failure (Inter Urban Service) Compensation, Bus Failure (Local Service) Compensation, Transport Contribution and the Bus Provision Payment(s) the month from which such contributions shall be adjusted will be revised from "November 2005" to "January 2010"

#### **Requirements dependant on Occupation**

4.2 In Clauses 24 and 26 of the Principal Agreement where there are requirements of the agreement related to the Occupation of a specific number of Dwellings, for that specific number of Dwellings there shall be substituted a different number of Dwellings as follows

4.2.1 in clause 24.1.4 the figure of "1000" shall be substituted with "1150"

4.2.1 in clause 26.1 the figure of "200" shall be substituted with "350"

4.2.3 in clause 26.2 the figure of "500" shall be substituted with "650" .

#### **Affordable Housing**

4.3 To the end of Schedule 1 to the Principal Agreement there shall be added new paragraphs 3 and 4 setting out the following words:

4.3.1 " 3 It being further agreed that the first Parcels to be developed will be KM1 KM2 KM6 and KM21 as shown on the Parcel Plan and the following provisions shall apply to the said Parcels KM1 KM2 KM6 and KM21.

3.1 A minimum of 10% of the total number of Dwellings provided across Parcels KM1 KM2 KM6 and KM21 shall be provided as Affordable Housing Units, and

3 2 Notwithstanding paragraph 8 of Schedule 2 the 10% provision of Affordable Housing Units referred to in paragraph 3 1 will be provided solely within Parcel KM21, and

3 3 Nothing in this Agreement shall require any Affordable Housing Units to be provided on Parcels KM1 KM2 and KM6 PROVIDED ALWAYS that if the Owner elects to provide any Affordable Housing Units on Parcels KM1 or KM2 or KM6 these Affordable Housing Units shall be in addition to the 10% to be provided pursuant to paragraphs 3 1 and 3 2 on Parcel KM21 and these additional Affordable Housing Units shall be treated as reducing the Affordable Deficit ; and

3.4 The land on which the Affordable Housing Units in Parcel KM21 referred to in this paragraph 3 are or are to be provided will be transferred to the District Council or (if the District Council directs) a registered social landlord on the terms set out in Schedule 5 ( save that paragraph 4 shall be superceded by the provisions in this paragraph as regards consideration) and in accordance with (or substantially in accordance with) the form of transfer annexed as Appendix 18 in consideration of £1, and

3 5 Subject to the overall cap of 30% Affordable Housing to be provided across the Development as specified in paragraph 1 1 above, the Affordable Deficit shall be provided as part of subsequent Parcels of the Development, in addition to the 30% Affordable Housing to be provided on the subsequent Parcels ”

4.3.2 “4. Notwithstanding any other provision in this Agreement, all Dwellings to be constructed on Parcel KM21 shall be provided as Affordable Housing Units which for the purposes of this paragraph only shall also be permitted to include special needs elderly accommodation”



- 4.4 Clause 1 (Interpretation) of the Principal Agreement shall be amended as follows
- 4.4.1 there shall be added a new definition to read: "Parcel" means any part of the Land which it is intended to be developed as a single entity and the 21 Parcels are shown for identification and illustrative purposes only on the Parcel Plan"; and
- 4.4.2 there shall be added a new definition to read: "Affordable Housing Parcel Scheme" means a scheme in accordance with Schedule 3"
- 4.4.3 the definition of "Affordable Housing Land" shall be amended such that the words "Affordable Housing Phase Scheme" shall be deleted and shall be substituted by the words "Affordable Housing Parcel Scheme"
- 4.4.4 The definition "Affordable Housing Phase Scheme" shall be deleted;
- 4.4.5 there shall be added a new definition to read "'Parcel Plan" means the plan annexed hereto entitled "Parcel Plan" which is not to be scaled from"
- 4.4.6 there shall be a new definition added to read "'Affordable Deficit" means
- A- B = C
- Where
- A =30% Affordable Housing to be provided across the Development as specified in paragraph 1 1 of Schedule 1;
- B = the actual percentage of Affordable Housing provided on Parcels KM1 KM2 KM6 and the 21 Affordable Housing Units to be provided on Parcel KM21 pursuant to paragraph 3 of Schedule 1,
- C = the deficit to be absorbed and so provided for in subsequent Parcels of the Development other than KM1 KM2 KM6 and KM21 which would otherwise have been required on Parcels KM1 KM2 KM6 and KM21 PROVIDED
- ALWAYS THAT if more than 30% of the Dwellings in Parcels KM1 KM2 and KM6 be provided as Affordable Housing Units then any over provision shall be deducted from the amount of Affordable Housing to be provided in

subsequent Parcels and it is agreed between the parties hereto that any such over provision in Parcel KM21 shall not be included in the total number of Affordable Housing Units on the Site for the purpose of calculating the overall cap of 30% Affordable Housing to be provided across the Development as specified in paragraph 1 1 of Schedule 1 "

4.5 The table in paragraph 3 of Schedule 2 shall be deleted and there shall be substituted for the deleted table a new table as follows

Type	Social Rent (70%)	Int Rent (10%)	Shared Ownership (20%)	Total
1 bed Flat	54	5	3	62
2 bed Flat	50	14	33	97
2 bed House	112	22	33	167
3 bed House	68	5	22	95
4 bed House	24			24
2 bed Bungalow	10			10
Total	318	46	91	455

4 6 Schedule 3 of the Principal Agreement shall be deleted and there shall be substituted for the deleted Schedule 3 a new Schedule 3 which Schedule is contained in Schedule 1 to this Agreement

4 7 After Clause 13.3 of the Principal Agreement there shall be added " 13.3A.  
Prior to commencing the Development of any Parcel to submit an Affordable Housing Parcel Scheme in respect of that Parcel in accordance with Schedule 3 to this Agreement"

4 8 In

- 4.8.1 Clauses 13.4, 13.6, 13.7, 13.9 and 13.10 of the Principal Agreement the word "Phase" shall be deleted and the word "Parcel" shall be substituted for the deleted word
- 4.8.2 Clauses 13.2 and 14 of the Principal Agreement shall be amended such that the words "Affordable Housing Phase Scheme" shall be deleted and the words "Affordable Housing Parcel Scheme" shall be substituted for the deleted words
- 4.8.3 Clause 13.5 of the Principal Agreement the words "relevant Affordable Housing Phase Scheme" shall be deleted and the words "relevant Affordable Housing Parcel Scheme" shall be substituted for the deleted words
- 4.8.4 Clauses 2.13.2, 3.2.1, 3.2.2, 3.2.5, 3.2.6, 3.2.7, 20.2.1, 29.1.5, 29.2.1.1, 44.8.1 and 45.7.1 of the Principal Planning Agreement the word "Phase" shall be deleted and the word "Parcel" shall be substituted for the deleted word."
- 4.9 To the end of Schedule 2 of the Principal Planning Agreement a new paragraph 9 shall be inserted setting out the following words:
- " 9. Parcel KM21.
- Paragraphs 2 and 3 of this Schedule 2 and paragraphs 2, 3 and 4 of Schedule 3 shall not apply to any Affordable Housing Units that are provided as part of Parcel KM21 pursuant to paragraph 3 of Schedule 1 and instead the following provisions shall apply"
- 9.1 A minimum of 85% of the Affordable Housing Units in Parcel KM21 shall be Social Rented Housing, let and managed in accordance with an agreement between the RSL and the District Council in the District Council's standard form as at the date the agreement is entered into (adopted following consultation with the registered social landlords in the District Council's preferred list) providing for tenants to be nominated by the District Council PROVIDED ALWAYS THAT the occupation of the Affordable Housing Units in Parcel KM21 shall be limited to persons aged 55 and over.
- 9.2 A maximum of 15% (subject to an overall cap of 7 Affordable Housing Units) of the Affordable Housing Units in Parcel KM21 shall be Shared Ownership Housing on terms set out in an agreement between the RSL

and the District Council in the District Council's standard form as at the date the agreement is entered into (adopted following consultation with the registered social landlords in the District Council's preferred list) providing for lessees/purchasers to be nominated by the District Council PROVIDED ALWAYS THAT in relation to the Affordable Housing Units in Parcel KM21 the ability of lessees/purchasers to acquire extra interest in the title of the Affordable Housing Units shall be limited such that no more than 75% of the freehold or leasehold interest (as applicable) may be acquired by the lessee/purchaser and the remaining 25% shall be retained by the RSL "

4 10 At the end of Clause 13 9 of the Principal Agreement there shall be added "or to the District Council or as it may direct in accordance with Schedule 1 to this Agreement" and after the reference to clause 13 8 the words "or land has been transferred pursuant to paragraph 3 of Schedule 1" shall be inserted in the bracketed sentence

#### **SCHEMES FOR LEAPS and NEAP**

4.11 Clause 20.1 of the Principal Agreement shall be deleted and the following shall be substituted for the deleted clause:

"20.1 1 that before first Occupation of any Dwelling or by 1<sup>st</sup> April 2011 (whichever is the sooner) submit in writing to the District Council a detailed scheme for the first LEAP (including details of the equipment to be provided and its layout) and will not permit the Occupation of any Dwelling until the District Council has given its written approval of the scheme

20 1 2 will before first Occupation of the 100<sup>th</sup> Dwelling or by 1<sup>st</sup> October 2011 (whichever is the sooner) submit in writing to the District Council detailed schemes for the second LEAP, the third LEAP and the NEAP (including details of the equipment to be provided and its layout) and will not permit the Occupation of more than 99 Dwellings until the District Council has given its written approval of the schemes.

20 1.3 will before first Occupation of the 500<sup>th</sup> Dwelling or by 1<sup>st</sup> October 2013  
(whichever is the sooner) submit in writing to the District Council a  
detailed scheme for the fourth LEAP (including details of the  
equipment to be provided and its layout) and will not permit the  
Occupation of more than 499 Dwellings until the District Council has  
given its written approval of the scheme ”

#### **SPORTS VILLAGE CONTRIBUTION**

4 12 In Sub-clause 25 1 2 of the Principal Agreement the words ”Sports Village  
Contribution and” shall be deleted

4.13 After Clause 25 1 of the Principal Agreement there shall be added the  
following new clause: ”25 1A to pay the Sports Village Contribution to the  
District Council before the Occupation of the 251st Dwelling or within 12  
months of the date of the transfer of the Sports Village Land referred to in  
Clause 25 1 and not to permit more than 250 Dwellings to be Occupied until  
the Sports Village Contribution has been paid to the District Council”

#### **COUNTY CONTRIBUTIONS**

4 14 Clause 2 13 4 shall be amended as follows:  
4.14.1 by the deletion of the references to ”clauses 38.4, 38.6, 38 8, 38 10,  
38 12, 38 14, 38.16, 38 17 3 and 38 18.3” and the substitution of references  
to the restrictive provisions in ”clauses 38.3, 38.4, 38.6, 38.7, 38 8, 38.9,  
38 10, 38 11, 38.12, 38 13, 38.14, 38.15, 38 16 3 and 38 17.3”  
4 14.2the words ”25.1A” shall be inserted into the list of clauses referred to in  
clause 2 13.4

4 15 Clause 2 13 8 shall be amended by the deletion of the references to ”clauses  
38 17 and 38 18” and substitution of references to ”clauses 38 16 and 38 17”

4 16 The following clauses are added to clause 3.2 of the Principal Planning  
Agreement:

- 3 2.17 A the Occupation of the 550<sup>th</sup> Dwelling to be occupied
- 3 2 19,A the Occupation of the 700<sup>th</sup> Dwelling to be occupied
- 3 2 19 B the Occupation of the 750<sup>th</sup> Dwelling to be occupied
- 3 2 20 A the Occupation of the 900<sup>th</sup> Dwelling to be occupied
- 3 2 20 B the Occupation of the 950<sup>th</sup> Dwelling to be occupied
- 3 2 21 A the Occupation of the 1150<sup>th</sup> Dwelling to be occupied
- 3 2 22 A the Occupation of the 1350<sup>th</sup> Dwelling to be occupied

4 17 Clause 38 (County Contributions) of the Principal Planning Agreement is deleted and replaced by the clause set out in Schedule 2 to this Deed

#### **HIGHWAY WORKS**

4 18 Clause 40 of the Principal Planning Agreement shall be amended so that 4.18.1 the reference in clause 40.2.2 to “100 Dwellings” is to be deleted and substituted with “150 Dwellings”

4 18.2 clause 40.2 6 shall be deleted and substituted with the following wording: “more than 500 Dwellings until the section of the Perimeter Road Works defined in paragraph (1) 2.3 of Schedule 14 have been completed in accordance with a Highways Agreement PROVIDED ALWAYS that this section of the Perimeter Road Works shall be completed within 12 months of the occupation of the 425<sup>th</sup> Dwelling if that precedes the Occupation of the 500<sup>th</sup> Dwelling”

#### **PARK AND RIDE**

- 4.19 Clause 42 of the Principal Agreement is amended as follows.
  - 4.19 1the reference to 600 Dwellings in clause 42 1 shall be replaced by 150 Dwellings
  - 4 19 2in clause 42.4 the words “within the period of 3 months of completion of the Perimeter Road (in accordance with the Highways Agreement)” shall be deleted and replaced by the following words “within the period of 3 months after completion of the A41 Roundabout Works and the section of the Perimeter Road Works defined in paragraph (1) 2 3 of Schedule 14 (in accordance with the Highways Agreement)”

4 20 In Appendix 17 (draft transfer of Park & Ride Site) there shall be inserted in paragraph 13.6 after the words "public transport services" the following "(which services for the avoidance of doubt may or may not be registered with the Traffic Commissioners (or any successor body or office discharging the functions of the Traffic Commissioners) and which may be provided with or without charge to the public)"

**PLANS**

4 21 Appendix 21 of the Principal Planning Agreement shall be varied such that the Structural Planting Plan bearing reference 1806 01/SPP Rev C shall be deleted and replaced with the drawing attached to this Deed numbered 1806.01/SPP Rev D (dated 05 03 10)

**MISCELLANEOUS**

5.1 The Developer the Mortgagee and the Second Mortgagee hereby jointly and severally covenant and undertake with the District Council and the County Council respectively that they will pay to the District Council and the County Council their respective legal costs of the preparation and completion of this Deed forthwith on its completion

**6 MORTGAGEE**

The Mortgagee and the Second Mortgagee and MCD consent to the Developer entering into this Deed and acknowledge that the Land is bound by its terms

**IN WITNESS** whereof the parties have executed as a Deed this Planning Obligation by Deed of Agreement the day and year first before written

## SCHEDULE 1 –NEW SCHEDULE 3

### SCHEDULE 3

#### Affordable Housing Parcel Scheme

- 1 Subject to paragraphs 2, 3 and 4 below each Affordable Housing Parcel Scheme shall
  - 1 1 provide for
    - 1 1 1 the numbers of Affordable Housing Units
    - 1 1 2 the sizes of Affordable Housing Units
    - 1 1 3 the tenure of Affordable Housing Units
    - 1 1 4 the number of Affordable Housing Units which meet Lifetime Homes Standard
    - 1 1 5 the number of Affordable Housing Units which are Mobility Housing
- All to be as set out in the approved Affordable Housing Scheme
- 1 2 Identify the Affordable Housing Land within the Parcel
- 1 3 Identify Clusters within the Parcel as set out in paragraph 8 of Schedule 2
- 1 If Grant Funding is not available for all or any part of the Affordable Housing in a Parcel in the District Council will no later than four months after the date on which it has been notified by the RSL that Grant Funding is not available and that as a result the RSL is not able to deliver the agreed Affordable Housing Mix for that Parcel give written notice to the RSL (copied to the Owner) confirming whether or not the District Council will itself provide funding to enable all or any part of the Affordable Housing in that Parcel to be provided at the agreed Affordable Housing Mix for that Parcel provided that the District Council's decision on whether to provide funding will be in its absolute discretion
- 2 Where the District Council has given written notice pursuant to paragraph 2 confirming that the District Council will either
  - 2 1 provide funding to enable part only of the Affordable Housing to be provided at the agreed Affordable Housing Mix for that Parcel ; or



2 2 not provide funding for any part of the Affordable Housing in a Parcel  
then the District Council the Owner and the RSL will seek to agree an  
adjusted mix of tenure for the Affordable Housing for that Parcel no later than  
20 Working Days (or such extended period as all the parties agree) from the  
date of the District Council's written notice

4 The procedure leading to agreement of a variation of the Affordable Housing  
Mix shall include an open book options appraisal prepared by the RSL to  
demonstrate how it can maximise the level of Social Rented Housing within a  
Parcel on a financially viable basis having regard to the amount of funding to be  
provided by the District Council and the procedure shall also have regard to and  
use the Cherwell Three Dragons Toolkit

## SCHEDULE 2

### COUNTY CONTRIBUTIONS

- 38 The Owner covenants with the County Council as follows
- 38 1 not to cause or permit the Planning Permission or any Qualifying  
Permission to be implemented until it has provided to the County  
Council Bond No 1, Bond No 2 and Bond No 4 provided always that if  
at the date of the provision of Bond No 1, Bond No 2 and Bond No 4  
the freehold of the land is vested in more than one person these Bonds  
may be supplied by one (or more) of them who own the freehold of a  
substantial part of the Land
- 38 2 to pay to the County Council on the Occupation of the 150<sup>th</sup> Dwelling  
Transport Payment No 1 and Education Payment No 1
- 38 3 not to cause or permit the Occupation of more than 150 Dwellings until  
it has paid to the Council
- 38 3 1 Transport Payment No 1
- 38 3.2 Education Payment No 1

- 38.4 to pay to the County Council on the Occupation of the 200<sup>th</sup> Dwelling  
Education Payment No 2 and not to cause or permit the Occupation of  
more than 200 Dwellings until it has paid to the County Council  
Education Payment No 2
- 38 5 to pay to the County Council on the Occupation of the 450<sup>th</sup> Dwelling  
38 5 1 Education Payment No 4  
38 5 2 Infrastructure Payment No 1
- 38 6 not to cause or permit the Occupation of more than 450 Dwellings until  
it has paid to the County Council Education Payment No 4 and  
Infrastructure Payment No 1
- 38 7 to pay to the County Council on the Occupation of the 550<sup>th</sup> Dwelling  
Transport Payment No 2 and not to cause or permit the Occupation of  
more than 550 Dwellings until it has paid to the County Council  
Transport Payment No 2
- 38.8 to pay to the County Council on the Occupation of the 700<sup>th</sup> Dwelling  
Infrastructure Payment No 2 and not to cause or permit the Occupation  
of more than 700 Dwellings until it has paid to the County Council  
Infrastructure Payment No 2
- 38 9 to pay to the County Council on the Occupation of the 750<sup>th</sup> Dwelling  
the Rail Contribution and not to cause or permit the Occupation of more  
than 750 Dwellings until it has paid to the County Council the Rail  
Contribution
- 38 10 to pay to the County Council on the Occupation of the 900<sup>th</sup> Dwelling  
Infrastructure Payment No 3 and not to cause or permit the Occupation  
of more than 900 Dwellings until it has paid to the County Council  
Infrastructure Payment No 3
- 38 11 to pay to the County Council on the Occupation of the 950<sup>th</sup> Dwelling  
Transport Payment No 3 and not to cause or permit the Occupation of

more than 950 Dwellings until it has paid to the County Council  
Transport Payment No 3

38 12 to pay to the County Council on the Occupation of the 1,000<sup>th</sup> Dwelling  
Infrastructure Payment No 4 and not to cause or permit the Occupation  
of more than 1,000 Dwellings until it has paid to the County Council  
Infrastructure Payment No 4

38 13 to pay to the County Council on the Occupation of the 1,150<sup>th</sup> Dwelling  
Transport Payment No 4 and not to cause or permit the Occupation of  
more than 1,150 Dwellings until it has paid to the County Council  
Transport Payment No 4

38 14 to pay to the County Council on the Occupation of the 1,200<sup>th</sup> Dwelling  
Infrastructure Payment No 5 and not to cause or permit the Occupation  
of more than 1,200 Dwellings until it has paid to the County Council  
Infrastructure Payment No 5

38 15 to pay to the County Council on the Occupation of the 1,350<sup>th</sup> Dwelling  
Transport Payment No 5 and to cause or permit the Occupation of more  
than 1,350 Dwellings until it has paid to the County Council Transport  
Payment No 5

38 16 to pay to the County Council Education Payment No 3 and the  
Abnormal Costs (Primary School) within 20 Working Days of service on  
the Development of written notification that a contract has been let for  
the construction of primary education accommodation/facilities further to  
a Primary School Approval (New School) or Primary School Approval  
(Expansion) provided that.

38.16 1 if service of such notification predates the Occupation of the  
350<sup>th</sup> Dwelling but is after the Occupation of the 300<sup>th</sup> Dwelling  
payment may be deferred as follows and the Owner covenants  
to pay to the Council

38.16.1.1 £1,800,000 (one million eight hundred thousand pounds) Index-Linked within twenty Working Days of service on the Developer of such notification; and

38.16.1.2 £4,000,000 (four million pounds) Index-Linked and the Abnormal Costs (Primary School) on the earlier of (a) three months from the due date for payment under clause 38.16.1.1 and (b) Occupation of the 350<sup>th</sup> Dwelling

38.16.2 if service of such notification predates the Occupation of the 300<sup>th</sup> Dwelling payment may be deferred as follows and the Owner covenants to pay to the County Council

38.16.2.1 £1,800,000 (one million eight hundred thousand pounds) Index-Linked on the Occupation of the 300<sup>th</sup> Dwelling; and

38.16.2.2 £4,000,000 (four million pounds) Index-Linked and the Abnormal Costs (Primary School) on the earlier of (a) three months from the due date for payment under clause 38.16.2.1 and (b) Occupation of the 350<sup>th</sup> Dwelling

38.16.3 if full payment is not made in accordance with the provisions of clause 38.16.1 or as applicable clause 38.16.2 the Owner shall not continue Implementation of the Development or cause or permit any more Dwellings to be occupied until the provisions of clause 38.16.1 or an applicable clause 38.16.2 have been fully complied with

38.17 to pay to the County Council Education Payment Number 5 and the Abnormal Costs (Secondary Facility) within 20 Working Days of service of written notification that a contract has been let for the construction of

Secondary Education accommodation/facilities further to Secondary Facility Approval (New School) or Secondary Facility Approval (Expansion) provided that

38 17 1 if service of such notification predates the Occupation of the 1,000<sup>th</sup> Dwelling but is after the Occupation of the 750<sup>th</sup> Dwelling, payment may be deferred as following and the

Developer covenants to pay to the County Council

38 17 1 1 £1,400,000 (one million four hundred thousand pounds) Index-Linked within 20 Working Days of service of such notification, and

38 17 1.2 £1,000,000 (one million pounds) Index-Linked on the earlier of (a) three months from the due date for payment under clause 38 17.1.1 and (b)

Occupation of the 1,000<sup>th</sup> Dwelling

38.17 1.3 £1,000,000 (one million pounds) Index-Linked and the Abnormal Costs (Secondary Facility) on the earlier of (a) six months from the due date for payment under clause 38 17.1 1 and (b)

Occupation of the 1,000<sup>th</sup> Dwelling

38 17.2 if service of such notification predates the Occupation of the 750<sup>th</sup> Dwelling payment may be deferred as follows and the

Owner covenants to pay to the County Council

38 17 2 1 a sum calculated as follows at the date which is 30 months after the date of Occupation of the first

Dwelling (in the event this occurs prior to the

Occupation of the 750<sup>th</sup> Dwelling)

£2,145 (two thousand one hundred and forty five pounds) Index-Linked x A

(where A is the number of Dwellings Occupied at the date which is 30 months after the Occupation of the first Dwelling), and

38 17.2.2 £1,400,000 (one million four hundred thousand pounds) Index-Linked less any sum paid further to clause 38 17 2 1 on the Occupation of the 750<sup>th</sup>

Dwelling; and

38 17 2 3 £1,000,000 (one million pounds) Index-Linked on the earlier of (a) three months from the due date for payment under clause 38 17 2 2 and (b)

Occupation of the 1,000<sup>th</sup> Dwelling; and

38 17.2 4 £1,000,000 (one million pounds) Index-Linked and the Abnormal Costs (Secondary Facility) on the earlier of (a) six months from the due date for payment under clause 38.17 2 2 and (b) Occupation of the 1,000<sup>th</sup> Dwelling

38.17.3 if full payment is not made in accordance with the provisions of clause 38 17 1 or as applicable clause 38 17.2 the Owner shall not continue implementation of the Development or cause or permit any more Dwellings to be occupied until the provisions of clause 38 17 1 or as applicable clause 38.17 2 have been fully complied with

38 18 in the event that Bond No 1 is called upon by the County Council in the event of default by the Owner in relation to any obligation to pay monies due under the terms of this Deed to which Bond No 1 relates not to cause or permit the construction of any further Dwelling from the date on which Bond No 1 is called upon until it has been replenished by the amount called upon. For the avoidance of doubt this is without

prejudice to the provisions of Bond No 1 relating to reduction of the bond sum

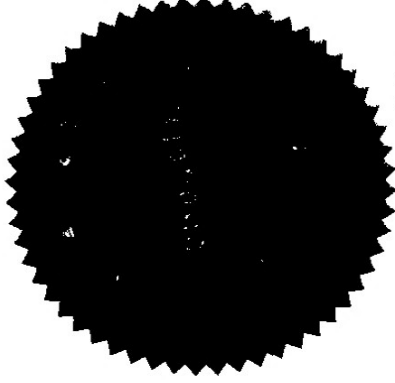
38 19 the Owner may at any time after Bond No 4 has been provided to the County Council pursuant to clause 38 1 replace Bond No 4 with a guarantee in a form first approved by the County Council in writing from either

38 19 1 Countryside Properties (UK) Limited (Company Number 00614864), or

38 19.2 another company of the same or better financial covenant to Countryside Properties (UK) Limited provided that the Owner shall not be entitled to use another company as a guarantor before the County Council has first approved that company in writing (such approval not to be unreasonably withheld or delayed and it shall be unreasonable to withhold approval in the event that the proposed company is of the same or better financial covenant as Countryside Properties (UK) Limited as at the date of this Deed)

and in either case such guarantee shall cover all of the obligations that are secured by Bond No 4 and once the guarantee has been secured and provided to the County Council the Owner shall be entitled to treat Bond No 4 as released in full

EXECUTED AS A DEED under )  
the COMMON SEAL of the )  
CHERWELL DISTRICT COUNCIL )  
in the presence of )

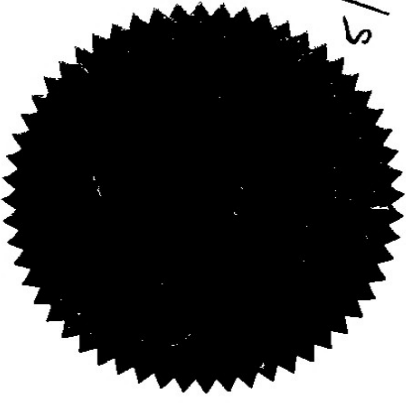


CDC 17904



Authorised Signatory

The COMMON SEAL of the )  
OXFORDSHIRE COUNTY COUNCIL )  
was affixed in the presence of )



Designated Officer

5/10

THE COMMON SEAL of )  
COUNTRYSIDE PROPERTIES (BICESTER) LIMITED )  
was affixed to this Deed )  
in the presence of )

Director  
  
Director/Secretary



EXECUTED as a DEED by ( )

THE GENERAL PRACTICE FINANCE )

CORPORATION LIMITED )

ACTING BY ITS ATTORNEY )

ANDREA WOODHOUSE

in the presence of ( )

Signature of witness

Name of witness

Address of witness

Sentinel House

37 Surrey Street  
Norwich  
NR1 3UY

Occupation of witness

Administrative Assistant

UICCF/10/259

EXECUTED as a DEED by ( )

AVIVA INSURANCE UK LIMITED )

ACTING BY ITS ATTORNEY )

ANDREA WOODHOUSE

in the presence of

Signature of witness

Name of witness

Address of witness

Sentinel House

37 Surrey Street  
Norwich  
NR1 3UY

Occupation of witness

Administrative Assistant

UICCF/10/260

THE COMMON SEAL of )

MEDICAL CENTRE DEVELOPMENTS LIMITED )

was affixed to this Deed )

in the presence of )

Director  
Secretary