

DATED 7 April 2014

DOMINION DEVELOPMENTS (2005) LIMITED

-and-

CHERWELL DISTRICT COUNCIL

-and-

THE OXFORDSHIRE COUNTY COUNCIL

DEED OF COVENANT

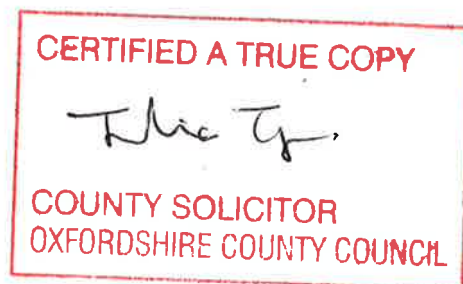
Further to Planning Obligation of 9 July 2012

**relating to development at
North West Bicester, Oxfordshire**

(see Appendix 37)

JT/43386

P G Clark
County Solicitor
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND



DEED OF COVENANT

THIS DEED OF COVENANT is made the *seventh* day of *August* 1
Two Thousand and Fourteen

BETWEEN:-

- (1) **DOMINION DEVELOPMENTS (2005) LIMITED** (Company Number 05585321)
of 15th Floor, Capital House, 25 Chapel Street, London NW1 5WX ("the Buyer");
- (2) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury
OX15 4AA ("the District Council"); and
- (3) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1
1ND ("the County Council")

1. Interpretation

In this Deed

- 1.1 "the Agreement" means an agreement pursuant to inter alia Section 106 of the Town and Country Planning Act 1990 and all other enabling powers dated 9 July 2012 and made between Cherwell District Council (1), Oxfordshire County Council (2), SGR (Bicester 1) Limited and SGR (Bicester 2) Limited (3) and Home Farm Exemplar Limited (4) relating to the Site
- 1.2 "the Buyer" means the said Dominion Developments (2005) Limited of 15th Floor, Capital House, 25 Chapel Street, London NW1 5WX
- 1.3 "the County Council" means the said Oxfordshire County Council whose principal office is at County Hall, New Road, Oxford OX1 1ND and any successor to its statutory functions and any duly appointed employee or agent of the County Council or such successor
- 1.4 "the County Obligations" means those covenants, agreements, conditions and other commitments made on the part of the Owner (as

defined in the Agreement) and the Developer (as defined in the Agreement) as identified in paragraph 8.9 of the Agreement and given to the County Council

1.5 "the District Council" means the said Cherwell District Council of Bodicote House, Bodicote, Banbury, Oxfordshire OX15 4AA and any successor to its statutory functions and any duly appointed employee or agent of the District Council or such successor

1.6 "the District Obligations" means the covenants, agreements, conditions and other commitments made on the part of the Owner (as defined in the Agreement) and the Developer (as defined in the Agreement) as identified in paragraph 8.9 of the Agreement and given to the District Council

1.7 "the Site" has the meaning assigned to it in the Agreement

2. Background

2.1 This Deed is supplemental to the Agreement and to transfers of the Site dated 28 November 2013 from SGR (Bicester 1) Limited and SGR (Bicester 2) Limited respectively to the Buyer

3. Covenants with the District Council

The Buyer covenants with the District Council that it will at all times from the date of the Deed observe and perform the District Obligations

4. Covenants with the County Council

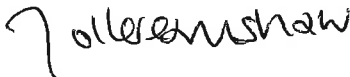
The Buyer covenants with the County Council that it will at all times from the date of the Deed observe and perform the County Obligations

5. The provisions of clause 8.2, 8.6, 10, 11, 14, 15 and 17-21 of the Agreement apply to this Deed as if they were set out in full in this Deed and any references therein to "this Agreement" were references to this Deed

IN WITNESS whereof the Buyer has executed this Deed as a deed the day and year first before written

THE COMMON SEAL of)
DOMINION DEVELOPMENTS)
(2005) LIMITED was affixed)
in the presence of:)


Authorised signatory


Authorised signatory

