

## SCHEDULE 1- VARIATIONS TO THE EXISTING PLANNING AGREEMENT

### 1. PUBLIC ART

1.1 The definition of "Public Art Contribution" shall be deleted.

1.2 The definition of "Public Art" be deleted and replaced with the following:

**"Public Art"** means public art to be provided within the Land and in accordance with the Public Art Strategy and the Sub-Area Detailed Design Briefs and Codes as appropriate"

1.3 **A NEW DEFINITION SHALL BE INSERTED AS FOLLOWS:**

**"Public Art Strategy"** means a written strategy which identifies the locations and delivery mechanism to identify how the installation of Public Art will be procured or delivered by third parties (which for the avoidance of doubt shall not require the Owner to deliver the Public Art) for the installation of Public Art within the Land"

1.4 Paragraph 7 of Part 7 of Schedule 2 shall be deleted in its entirety and replaced with the following:

"7.1 The Owner covenants to prepare a Public Art Strategy within 12 (twelve) calendar months of the date of this agreement and not to occupy more than 90% of the Dwellings in a Sub-Area until the relevant site(s) for Public Art in that Sub Area have been identified and set aside to facilitate the installation of Public Art "

1.5 Paragraph 6.3.2 of Schedule 3 shall be deleted in its entirety.

### 2. BUSINESS INCUBATOR UNITS

2.1 The definition of "Business Incubator Units" shall be deleted.

2.2 The definition of "Employment Marketing Strategy" shall be deleted and replaced with the following:

**"Employment Marketing Strategy"** means a marketing strategy to market the Employment Area to a range of potential occupiers"

2.3 Paragraphs 2, 3, 4 and 5 of Part 12 of Schedule 2 shall be deleted.

2.4 Paragraph 11 of Schedule 3 shall be amended to delete the words "and Business Incubator Units".

### 3. LIBRARY FACILITY

3.1 The definition of "Library Contribution" shall be deleted

3.2 The definition of "Community Facilities" shall be amended such that the words "(f) a Library Facility within the Town Centre" shall be deleted and the subsequent letter sub-paragraphs shall be re-lettered accordingly.

3.3 A new definition of "Working Days" shall be inserted as follows:

**"Working Days"** means a day other than a Saturday or Sunday or public holiday in England"

3.4 The definition of "Library Facility" shall be deleted

3.5 New definitions shall be inserted as follows:

**“Library Facility Area”** means an area of no more than 100 (one hundred) square metres to be located within the assembly building (such building as is to be provided within the Town Centre as part of the Community Facilities)”

**“Library Facility Cost Cap”** means the costs of fitting out the Library Facility, whether undertaken by the Owner or the Council, which shall not exceed £100,000 (one hundred thousand pounds sterling)”

**“Library Facility Specification”** means a scheme setting out the details of the internal fittings bookshelves furniture security system equipment information technology and books to be provided in the Library Facilities Area”

3.6 Paragraphs 8.1 and 8.2 of Part 7 of Schedule 2 shall be deleted and replaced with the following:

8.1 The Owner covenants that a Library Facility Area shall be made available for use as a library (unless otherwise agreed in writing by the Council).

8.2 Prior to the commencement of the construction of the assembly building within which the Library Facility Area will be located, the Owner shall write to the Council and notify the Council whether the Owner intends to fit out the Library Facility Area or instead shall pay the Council such reasonable sums in accordance with paragraph 8.3 below to fit out the Library Facility Area as a library.

8.3 Where the Owner elects to not fit out the Library Facility pursuant to paragraph 8.2 above:

8.3.1 the Council shall prepare and provide to the Owner a copy of the Library Facility Specification for approval together with written evidence of costs to be incurred by the Council in fitting out the Library Facility Area pursuant to that Library Facility Specification PROVIDED THAT the costs to be incurred shall not exceed the Library Facilities Cost Cap;

8.3.2 approval by the Owner to the Library Facility Specification and costs of fit out supplied by the Council shall be given in writing to the Council and such approval shall be deemed to have been given should the Owner not provide to the Council a written response otherwise rejecting the Library Facility Specification and/or costs of fit out within 20 Working Days of submission of the Library Facility Specification and costs of fit out to the Owner;

8.3.3 within 20 Working Days of the Library Facility Specification and costs of fit out being approved or deemed to be approved, the Owner covenants to pay to the Council the costs to be incurred approved according to paragraph 8.3.2 above; and

8.3.4 where the parties cannot agree all aspects of the Library Facility Specification including the costs to be incurred in fit out pursuant to paragraph 8.3.2 above, the matter may be referred to dispute resolution and the provisions of clause 7 shall apply.

8.4 Where the Owner elects to fit out the Library Facility Area pursuant to paragraph 8.2 then the Owner shall:

8.4.1 submit the Library Facility Specification to the Council for approval by the Council together with the reserved matters application for the assembly building to be provided as part of the Community Facilities) such approval not to be unreasonably withheld or delayed and shall such approval shall be deemed to have been given should the Council not provide a written response to the Owner within 20 Working Days and where the parties cannot agree the Library Facility Specification the matter may be referred to dispute resolution and the provisions of clause 7 shall apply; and

8.4.2 fit out the Library Facility Area pursuant to the approved Library Facility Specification

PROVIDED THAT the obligations in paragraphs 8.4.1 and 8.4.2 shall not require the Owner to incur costs in relation to the fitting out of the Library Facility Area that exceed the Library Facilities Cost Cap and the Council shall not be deemed to be acting reasonably for the purposes of paragraph 8.4.1 in the event it refuses to approve or otherwise requires the Library Facility Specification to include a fit out that would exceed the Library Facilities Cost Cap.

4. **EDUCATION CONTRIBUTIONS**

4.1 **A NEW DEFINITION SHALL BE INSERTED AS FOLLOWS:**

**"Education Contribution Payment Schedule"** means the payment schedule appended to this Deed entitled Education Contribution Payment Schedule"

4.2 Paragraphs 1.7.2 and 2.3 of Part 2 of Schedule 2 shall be deleted.

4.3 Paragraph 2.8 (ii) of Part 2 of Schedule 2 shall be amended to delete reference to "Village 2"

4.4 Paragraph 3.1.2 of Part 2 of Schedule 2 (as subsequently varied) shall be deleted and replaced with the following:

"if the relevant School is the Primary School in Village 2 the Owner shall pay in instalments the sum of £5,107,647.27 (five million one hundred and seven thousand six hundred and forty seven pounds and twenty seven pence sterling) to the Council as a contribution to the construction of Primary School in accordance with the dates and amounts detailed in the Education Contribution Payment Schedule;"

4.5 Paragraph 3.2 of Part 2 of Schedule 2 shall be deleted and replaced with the following:

"The sums referred to in paragraph 3.1, SAVE FOR paragraph 3.1.2, of this Part 2 of Schedule 2 shall be Index Linked by reference to the Construction Index from the 3rd (third) Quarter Date of 2003."

4.6 Paragraphs 5.1, 5.2 and 5.3 of Part 2 of Schedule 2 (as subsequently varied) shall be deleted and replaced with the following:

"The Owner covenants to pay the following sums in instalments to the Council as a contribution to the construction of the Secondary School in accordance with the dates and amounts detailed in the Education Contribution Payment Schedule:

5.1 £1,363,636.36 (one million three hundred and sixty three thousand six hundred and thirty six pounds and thirty six pence sterling); and

5.2 £2,500,000 (two million five hundred thousand pounds sterling)."

4.7 The reference to "Paragraph 5.1 of Part 2 of Schedule 2" in Paragraph 2.14 of Schedule 3 shall be deleted and replaced with "Paragraph 5 of Part 2 of Schedule 2".

4.8 The words "within 5 (five) years of the payment of the contribution under paragraph 5.1 of Part 2 of Schedule 2 the monies" shall be deleted from Paragraph 2.15 of Schedule 3 and replaced with "and opened to pupils as a secondary educational facility by 1 March 2019 the monies paid under Paragraph 5 of Part 2 of Schedule 2 plus any interest accrued thereon".

4.9 SUBJECT TO the Councils or their nominees obtaining the requisite planning permission to collocate the Primary School for Village 2 alongside the Secondary

School Land, the Owner shall be released from providing the Primary School within Village 2 and shall be entitled to use that land within Village 2 for alternative purposes including for the avoidance of doubt residential pursuant to the Planning Permissions or any other planning permission that may be granted in relation to such land.

**5. COUNCIL'S COVENANTS**

5.1 A new Paragraph 2.21 shall be added to Schedule 3 as follows:

"2.21 The Councils covenant with the Owners to use all reasonable endeavours to ensure that the collated Primary School for Village 2 and the Secondary School are both opened to pupils as educational facilities no later than 1 September 2017."

5.2 Paragraphs 6.4.1 and 6.4.2 of Schedule 3 shall be deleted and replaced with the following

"6.4.1 The Council covenants with the Owner shall place any sum received under paragraph 8 of Part 7 of Schedule 2 in an Interest Bearing Account and will only spend monies and any interest accrued on providing internal fittings bookshelves furniture security system equipment information technology and books for the Library Facility Area.

6.4.2 The Council with the Owner shall repay the unexpended balance of the sum plus any accrued interest received under paragraph 8 of Part 7 of Schedule 2 to the party who paid the sum to the Council on the date 39 (thirty nine) months after the date of the payment."

**EDUCATION CONTRIBUTION PAYMENT SCHEDULE**

	<b>Original sum £</b>	<b>Current Indexed Value* £</b>
Primary	3,745,608.00	5,107,647.27
Secondary	1,000,000.00	1,363,636.36
Additional Sum	2,500,000.00	2,500,000.00
<b>Total</b>		<b>8,971,283.63</b>
<b>Payment</b>		<b>£</b>
	Jun-16	1,100,000.00
	Aug-16	1,100,000.00
	Nov-16	1,100,000.00
	Feb-17	1,100,000.00
	May-17	1,100,000.00
	Aug-17	1,100,000.00
	Nov-17	1,100,000.00
	Feb-18	1,271,283.63

\*Note S106 contributions will be indexed to last firm index at date of first payment invoiced.